

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

If you received hospital services from a Sutter Health Affiliated hospital while you were uninsured, you could get a refund or other benefits from a Class Action Settlement.

A court authorized this notice. This is not a solicitation from a lawyer.

The Settlement provides discounts and/or refunds, and other benefits, to uninsured patients of Sutter Health’s hospitals listed below (the “Sutter Health Hospitals”). You qualify if you:

- Received Uninsured Hospital Services from a Sutter hospital (as listed below) from September 3, 2000 to August 3, 2006;
and
- Were uninsured at the time of treatment.

Your legal rights will be affected, and you have a choice to make now. This notice explains your legal rights and options—and when you must act to exercise them.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Submit A Claim Form	The only way to get a monetary refund or discount from your prior hospital bill(s).
Exclude Yourself	Get no refund or bill discount. Keep rights to independently sue. This is the only option that allows you to ever be part of any other lawsuit against Sutter or its affiliated hospitals and parties about the same legal claims in this lawsuit. To ask to be excluded, you must act before October, 26, 2006.
Object To The Settlement; Go To The Hearing	Write to the Court about why you don’t like the settlement. You may also ask to speak to the Court at the hearing on November 27, 2006 about the fairness of the settlement, though you do not have to do so. To object, you must act before October 26, 2006.
Do Nothing	Remain in the Settlement Class, but get no payment. Give up certain rights. By doing nothing, you will not receive any refund or discount on your bill(s) through the settlement and you give up any rights to sue Sutter or its affiliated hospitals about the same legal claims in this lawsuit.

<u>SUTTER HEALTH (SUTTER) HOSPITALS</u>		
Alta Bates Summit Medical Center	San Leandro Hospital*	Sutter Lakeside Hospital
California Pacific Medical Center	St. Luke’s Hospital**	Sutter Maternity & Surgery Center of Santa Cruz
Eden Medical Center	Sutter Amador Hospital	Sutter Medical Center of Santa Rosa
Marin General Hospital	Sutter Auburn Faith Hospital	Sutter Memorial Hospital
Memorial Hospital Los Banos	Sutter Coast Hospital	Sutter Roseville Medical Center
Memorial Medical Center	Sutter Davis Hospital	Sutter Solano Medical Center
Mills-Peninsula Health Services	Sutter Delta Medical Center	Sutter Tracy Community Hospital
Novato Community Hospital	Sutter General Hospital	Sutter Warrack Hospital***

* For San Leandro Hospital, refunds and discounts for past Uninsured Hospital Services is limited to those services provided on or after July 1, 2004 (the date San Leandro Hospital affiliated with Sutter Health).

** For St. Luke’s Hospital, refunds and discounts for past Uninsured Hospital Services is limited to those services provided on or after July 17, 2001 (the date St. Luke’s Hospital affiliated with Sutter Health).

*** For Sutter Warrack Hospital, refunds and discounts for past Uninsured Hospital Services is limited to those services provided on or after February 1, 2001 (the date Warrack Hospital affiliated with Sutter Health).

Questions? Call 1-866-621-4154 toll free or visit www.uninsuredsettlement.com

Para ver la versión en español de este Aviso y el Formulario de Reclamo, visite www.uninsuredsettlement.com

有关简体中文版本的本通知和索赔表, 请上网至: www.uninsuredsettlement.com

有關繁體中文版本之通知及理賠表, 請造訪: www.uninsuredsettlement.com 網站。

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I. BASIC INFORMATION

1. Why did I get this notice?

Records from Sutter Health (or Sutter) show that you may have received covered hospital treatment and/or services (“Uninsured Hospital Services”) from a Sutter hospital between September 3, 2000 and August 3, 2006, that you were uninsured at the time you received the Uninsured Hospital Services, and that you were charged for the Uninsured Hospital Services you received.

This notice explains that the Court has tentatively approved the Settlement intended to provide Class Members with money refunds and/or discounts. If you are in fact a Class Member, you have legal rights and options that you may exercise before the Court considers whether it will grant final approval to the proposed Settlement at the “Fairness Hearing.” The Fairness Hearing is to decide whether the proposed Settlement is fair, reasonable, and provides adequate compensation and benefits to the members of the Class.

Judge David W. Abbott of the Superior Court of California, County of Sacramento, is in charge of this case. The lawsuit is called Sutter Health Uninsured Pricing Cases, J.C.C.P. No. 4388.

2. What is this Settlement about?

The Settlement settles the Plaintiffs’ claims in the Sutter Health Uninsured Pricing Cases. The lawsuit claimed that Sutter charged uninsured patients too much for treatment or services.

The lawsuit also claimed that Sutter used unfair and aggressive collection practices against uninsured patients.

To obtain more information about the Plaintiffs’ claims in this lawsuit, you can obtain the First Amended Consolidated Class Action Complaint from www.uninsuredsettlement.com.

3. What is a class action and who is involved?

In a class action lawsuit, one or more people called “Named Plaintiffs” or “Class Representatives” (in this case, Nathaniel Pollack, Tammi Powell, Linda Arrona, Jef Whitehead and Iyabo Oladigbolu) sue on behalf of other people who have similar claims. The people with similar claims together are a “Class” and the individuals are called “Class Members.” Another Plaintiff, Duane Darr, also sued but on his own behalf only.

Sutter Health (or Sutter) is the Defendant.

The Court decides whether the proposed Settlement is fair, adequate and reasonable for everyone in the Class – except for those people who choose to exclude themselves from the Class, as explained below in Section V. (Question 15-18), below.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Sutter. The Plaintiffs thought they would have won money and injunctive relief (to require Sutter to change its practices) if there had been a trial, and Sutter thought that Plaintiffs would have won nothing.

There was no trial. Instead, both sides agreed to the proposed Settlement. That way, they avoided the cost of a trial, and the Class Members may get compensation and other benefits. The Class Representatives and the lawyers for the Class think the Settlement is best for all uninsured patients.

II. WHO IS IN THE SETTLEMENT

You may be affected by this lawsuit.

5. Am I part of this Settlement?

Judge Abbott decided that you are a member of the Class if you (1) received Uninsured Hospital Services from a Sutter hospital between September 3, 2000 and August 3, 2006 and (2) you were uninsured at the time of receiving the Uninsured Hospital Services.

If you received Uninsured Hospital Services from San Leandro Hospital, you are only a member of the Class if you received those services on or after July 1, 2004 (the date San Leandro Hospital affiliated with Sutter Health).

If you received Uninsured Hospital Services from St. Luke’s Hospital, you are only a member of the Class if you received those services on or after July 17, 2001 (the date St. Luke’s Hospital affiliated with Sutter Health).

If you received Uninsured Hospital Services from Sutter Warrack Hospital, you are only a member of the Class if you received those services on or after February 1, 2001 (the date Sutter Warrack Hospital affiliated with Sutter Health).

6. What “Uninsured Hospital Services” are included?

“Uninsured Hospital Services” generally refers to goods and services that you may have received from a Sutter-affiliated hospital, either on an inpatient or outpatient basis, but excluding matters for which you may have been charged separately by a physician. Thus “Uninsured Hospital Services” would include, for example, visits to an emergency room, laboratory services (such as blood work), diagnostic services (such as x-rays), pharmaceuticals, and most services provided to patients who are admitted to the hospital.

Those goods and services that are not Uninsured Hospital Services include the following: (a) goods or services provided principally for elective cosmetic purposes; (b) experimental goods or services; (c) goods or services billed separately by a physician, physician group or Independent Physician Association not covered by this Settlement; or (d) goods or services covered by any Third-Party Payor (e.g., private insurance, Medicare, etc.).

7. I’m still not sure if I am included.

If you are still not sure whether you are included, you can get help at www.uninsuredsettlement.com, or by calling 1-866-621-4154, or writing to the lawyers in this case, at the addresses listed in Question 29.

III. THE SETTLEMENT BENEFITS – WHAT YOU GET

8. What does the Settlement provide?

Sutter Health:

- (1) will give a refund or a recalculated discounted bill to eligible uninsured patients who were charged for Uninsured Hospital Services at a Sutter Health hospital between September 3, 2000 and August 3, 2006, and who submit a claim form;
- (2) will maintain a Charity Care and Low Income Uninsured Policy to give substantial discounts – up to 100% – to uninsured patients who meet certain income tests;
- (3) will maintain an Uninsured Patient Discount Policy to give discounts to all uninsured patients so that they pay rates comparable to those paid by patients with private insurance;
- (4) will ensure that uninsured patients are better advised about Sutter’s payment assistance discounts and financial counseling services; and
- (5) will maintain its updated policies and practices for collecting from uninsured patients.

All of this is explained in more detail, below.

9. What do I get from the Settlement?

Retrospective Relief From Prior Hospital Bills: Discounts or Refunds

If you believe you are eligible for a refund or discount from your prior hospital bill(s), you can choose to fill out and submit a Claim Form, and your prior hospital bill(s) for Uninsured Hospital Services will be recalculated.

If you were charged for Uninsured Hospital Services and already paid your bills, you may receive a refund. If you were charged for Uninsured Hospital Services, but have not paid those charges in full, you may receive either a refund or a recalculation of your outstanding charges on your prior bill(s).

The amount of the refund and/or discount you could receive will range between 25% and 45% from the amount you were originally billed for Uninsured Hospital Services, depending upon which Sutter affiliate provided your Uninsured Hospital Services, and assuming you have not already received charity care or a discount on your bill at least equal to that available under the Settlement. The list of percentage discounts by hospital is listed in Number 11, below.

Sutter Health has agreed that no information provided in the claims process will be used for collections purposes.

Prospective Relief: Charity Care Policies To Protect The Uninsured

Under the proposed Settlement, Sutter Health will do the following for three years under the Settlement:

- (1) Sutter hospitals will follow the Sutter Health Uninsured Patient Discount Policy adopted in March 2006, which includes automatic discounts from billed charges for Uninsured Hospital Services;
- (2) Sutter hospitals will follow the Sutter Health Charity Care and Low Income Uninsured Policy, which provides uninsured patients who meet certain income tests with discounts on Uninsured Health Services up to 100% (free care); and provides for charity discounts under various special circumstances, such as bankruptcy, homelessness, etc.;
- (3) Sutter hospitals will follow a Prompt Pay Discount Policy that provides an extra 10% discount for uninsured patients who pay their bills within 30 days of being billed; and may offer flexible extended payment plans;
- (4) Sutter hospitals will better inform uninsured patients about the availability and terms of the above financial assistance policies; and
- (5) Sutter hospitals will continue to limit the type of collections practices available for collecting from uninsured patients under Sutter's recently-revised collections policy, which is designed to protect uninsured patients who have a pending application for charity care from certain actions by Sutter and its third-party collections agencies (such as adverse credit reports, lawsuits, filing of liens against uninsureds' homes, foreclosure, garnishment of wages, etc.).

Lawyers for the Class believe these changes will reduce charges to uninsured patients and improve the way uninsured patients are billed at Sutter hospitals.

IV. GETTING A REFUND OR DISCOUNT: SUBMITTING A CLAIM FORM

10. How can I get a refund or discount?

To qualify for a refund or discount from your prior hospital bill(s), you must complete and submit a Claim Form. This form is included in this Notice package. You may also get this form on the internet at www.uninsuredsettlement.com. Please read this Notice and the form carefully, fill out the form, include all the information and documents the form asks for, sign it, and mail it postmarked no later than January 17, 2007.

Sutter Health has agreed that no information provided in the claims process will be used for collections purposes.

11. What Will I Get If I Fill Out And Submit A Claim Form?

If you choose to complete a Claim Form you may receive a percentage refund or discount on the amounts you were charged for Uninsured Hospital Services. The refunds or discounts you may receive will range from 25-45% of the amount you were originally charged for Uninsured Hospital Services, depending upon which Sutter affiliate provided you with those services. Thus, if you have not paid your bill or only paid, for example, less than half of your bill, you will not receive a refund but are still eligible to have your bill adjusted to the lower amount. The discount/refund amount to be provided by each Sutter hospital is as follows:

Name of Affiliate and Retrospective Relief

Alta Bates Summit Medical Center	35%	San Leandro Hospital	45%	Sutter Lakeside Hospital	25%
California Pacific Medical Center	35%	St. Luke's Hospital	35%	Sutter Maternity and Surgery Center of Santa Cruz	25%
Eden Medical Center	35%	Sutter Amador Hospital	25%	Sutter Memorial Hospital	45%
Marin General Hospital	35%	Sutter Auburn Faith Hospital	35%	Sutter Medical Center of Santa Rosa	25%
Memorial Hospital Los Banos	35%	Sutter Coast Hospital	25%	Sutter Roseville Medical Center	45%
Memorial Medical Center	45%	Sutter Davis Hospital	35%	Sutter Solano Medical Center	35%
Mills-Peninsula Health Services	35%	Sutter Delta Medical Center	35%	Sutter Tracy Community Hospital	35%
Novato Community Hospital	35%	Sutter General Hospital	45%	Sutter Warrack Hospital	25%

This does not apply, however, to uninsured patients who already have been approved for charity care or whose charges were already discounted to a level at least equal to that available under the Settlement. The information and documentation submitted for each Claim Form will be verified by Sutter and a Claims Administrator.

In the event that Sutter has difficulty determining whether the claim is valid, Sutter may request from you reasonable evidence to support your claim, such as medical or billing records or other documents that will help to identify the services you received.

Sutter Health has agreed that no information provided in the claims process will be used for collections purposes.

12. When will I get my payment?

The Court will hold a hearing on November 27, 2006, to decide whether to approve the settlement. If Judge Abbott approves the Settlement, there still may be appeals of his decision. It is hard to estimate how long it might take for any appeals to be resolved, but it can take a lot of time, perhaps more than a year.

Updates regarding the Settlement and when payments will be made will be posted on the Settlement website at www.uninsuredsettlement.com.

13. If I haven't paid my bill in full and will get no refund, why should I submit a claim form? What is the benefit of getting a discount on my prior bill(s)?

If you have not paid any or all of your bill, your outstanding bill may be recalculated so that your debt is reduced, and you may not receive a refund.

The lawyers for the Class encourage you to submit a Claim Form to receive either a refund or reduction of your debt, depending on the amount you already have paid.

14. What am I giving up to get a payment or stay in the Class?

Unless you exclude yourself, you are staying in the Class. This means that you can't sue, continue to sue, or be part of any other lawsuit against Sutter Health, its hospitals or related individuals about the legal issues in this case (including about prices for hospital treatment or services, or collection practices relating to the hospital bills), ever again. This applies to your own case, or any other case, including *Pollack v. Sutter Health*, Alameda Superior Court No. RGO 4-173716, and *Whitehead et al. v. Sutter Health*, San Francisco Superior Court No. CGC 04434647, as well as for the time period September 3, 2000 through August 3, 2006 in *Stowers v. NCO Financial Systems, Inc.*, Sacramento Superior Court No. 01AS06661, the cases included in the Sutter Health Uninsured Pricing Cases. It also means that all of the Court's orders will apply to you and legally bind you.

The claims that the Class will be releasing includes any and all claims, demands, rights, damages, obligations, suits, debts, liens, contracts, agreements and causes of action of every nature and description whatsoever, that were or could have been brought against Sutter Health and/or its affiliated hospitals and related individuals between September 3, 2000 and August 3, 2006, based upon or related to any charges incurred, or any billing, pricing or collection activity arising from facts that were alleged in the Complaint, at any hospital or medical facility of any kind affiliated with Sutter Health. "Released Claims" does not include claims for personal injury or medical malpractice or other claims related to the quality or standard of care provided to patients.

The complete description of the "Released Claims"—that is, all claims you will be giving up if you stay in the Settlement Class—is in the Settlement Agreement at www.uninsuredsettlement.com.

V. EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue Sutter Health on your own about the legal issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself or is sometimes referred to as "opting out" of the settlement Class.

15. How do I get out of the Settlement?

To ask to be excluded, you must send by mail a letter titled "Exclusion Request," asking to be excluded from the settlement class in Sutter Health Uninsured Pricing Cases, J.C.C.P. No. 4388. Be sure to include your name and address and sign the letter, and include the following statement: "I wish to opt out of this Settlement of the Sutter Uninsured Pricing Cases."

You must mail your Exclusion Request postmarked by October 26, 2006 to:

Settlement Administrator for
Sutter Health Uninsured Pricing Cases
Claims Administration Center
P.O. Box 38
Minneapolis, MN 55440-0038

You may also get an Exclusion Request Form at www.uninsuredsettlement.com.

If you ask to be excluded, you will not get any benefits under the Settlement, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Sutter Health as part of any other lawsuit about the same legal claims that are the subject of this lawsuit. If you do so, you will have to hire and pay for your own lawyer for that lawsuit or represent yourself, and you will have to prove your claims. If you have questions, you should talk to your own lawyer soon because your claims may be subject to a statute of limitations (meaning that the time limit for you to file a lawsuit may be running out).

16. If I don't exclude myself, can I sue Sutter Health for the same thing later?

No. Unless you exclude yourself, you give up any right to sue, continue to sue, or be part of any other lawsuit against Sutter Health about the legal issues in this case. It also means that all of the Court's orders will apply to you and legally bind you even if you do not submit a claim form.

If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is October 26, 2006.

17. If I exclude myself, can I get money from this Settlement?

No. If you exclude yourself, please do not send in a claim form to ask for any refunds or discounts. However, you may sue, continue to sue, or be part of a different lawsuit against Sutter or its hospitals.

18. If I exclude myself, and I change my mind, can I get back into the Settlement?

If you exclude yourself from the Class and Settlement, and later decide that you want to participate in the Settlement, you can withdraw or rescind your exclusion request by submitting a "Rescission of Exclusion Request" to the Claims Administrator. If you change your mind you should send the Claims Administrator a statement that includes your name, address, and telephone number and the following language:

I previously submitted a request to Opt Out of the Settlement of the Sutter Uninsured Pricing Cases. I have reconsidered and wish to withdraw my request to Opt Out.

You should sign and date the statement and send it, no later than October 26, 2006 to the Claims Administrator at:

Settlement Administrator for
Sutter Health Uninsured Pricing Cases
Claims Administration Center
P.O. Box 38
Minneapolis, MN 55440-0038

You may also get a Rescission of Exclusion Request form at www.uninsuredsettlement.com.

VI. THE LAWYERS REPRESENTING YOU

19. Do I have a lawyer in this case?

The Court decided that the law firms of Lief, Cabraser, Heimann & Bernstein, LLP; Jenkins, Mulligan & Gabriel; Goldstein, Demchak, Baller, Borgen & Dardarian; Weinberger, Roger & Rosenfeld; Terrell Law Group; and Amamgbo & Associates, PLC, are qualified to represent you and all Class Members. Together these law firms are called "Class Counsel". They are experienced in handling class

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actions and similar cases against other non-profit hospitals. The Court decided that Lead Class Counsel is Lieff, Cabraser, Heimann & Bernstein, LLP. More information about Lead Class Counsel is available at: www.lieffcabraser.com.

20. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. If you want your own lawyer, you may hire one, but you will have to pay that lawyer. For example, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you. You may also appear for yourself without a lawyer.

21. How will the lawyers be paid?

Class counsel will ask the Court to approve payment of up to \$4,000,000 to them for attorneys' fees and expenses. Class counsel will also ask the Court to approve payment of \$10,000 to each of the Class Representatives (Nathaniel Pollack, Iyabo Oladigbolu, Tammi Powell, Linda Arrona) and a payment of \$5,000 to Plaintiff Duane Darr, for their time and services in the lawsuit, and in exchange for a broader release of potential individual claims against Sutter (including medical malpractice claims) than required from Class members. The fees would pay Class Counsel for investigating the facts, litigating the case, and negotiating the settlement. The Court may award less than these amounts. Sutter Health will separately pay the fees, expenses and payments that the Court awards. These amounts will not reduce the money available for Class Members for retroactive discounts or refunds. Sutter Health has agreed not to oppose these fees and expenses. Sutter Health will also pay the costs to administer the Settlement.

VII. OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the settlement or some part of it.

22. How do I tell the Court that I don't like the settlement?

If you're a Class Member, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views.

To object, you must send a letter saying that you object to the proposed Settlement in *Sutter Health Uninsured Pricing Cases*, J.C.C.P. No. 4388. Be sure to include your name, address, telephone number, your signature, and the reasons you object to the settlement. Mail the objection to the following address by First Class U.S. Mail, postmarked no later than October 26, 2006, to the address listed for the Claims Administrator in Question 18.

23. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

VIII. THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement.

You may attend and you may ask to speak, but you don't have to do either.

24. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at 4:00 p.m. on November 27, 2006 in Department 60 of the Sacramento Superior Court, located at Patiño Hall of Justice, 651 I Street, Sacramento, California 95814.

At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Abbott will listen to people who have asked to speak at the hearing.

The Court may also decide how much to pay to Class Counsel in fees and expenses. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

25. Do I have to come to the hearing?

No. Class Counsel will answer any questions Judge Abbott may have. Of course, you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

26. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in Sutter Health Uninsured Pricing Cases." Be sure to include your name, address, telephone number, and your signature.

Your Notice of Intention to Appear must be postmarked no later than October 26, 2006, and be sent to the Claims Administrator at the address in Question 18. You cannot speak at the hearing if you excluded yourself.

IX. IF YOU DO NOTHING

27. What happens if I do nothing at all?

If you do nothing, you'll get no money from this Settlement but will receive the benefits of the prospective relief described in paragraph 8. If you do not exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Sutter Health about the legal issues in this case, ever again.

X. GETTING MORE INFORMATION

28. Are more details about the Settlement available?

Yes. This Notice summarizes the proposed Settlement; more details are in the proposed Settlement Agreement. You can get a copy of the Settlement Agreement by visiting www.uninsuredsettlement.com or by writing to: Sutter Health Uninsured Pricing Cases, Claims Administration Center, P.O. Box 38, Minneapolis, MN 55440-0038.

29. How do I get more information?

You can write to Sutter Health Uninsured Pricing Cases Settlement, P.O. Box 38, Minneapolis, MN 55440-0038, or visit the website at www.uninsuredsettlement.com, where you will find answers to common questions about the Settlement, claim forms, plus other information to help you determine whether you are a Class Member and whether you are eligible for a payment.

You may also write to Lead Counsel at the address below:

Lead Class Counsel

Kelly M. Dermody
Caryn Becker
LIEFF, CABRASER, HEIMANN &
BERNSTEIN, LLP
Embarcadero Ctr West
275 Battery Street, 30th Fl.
San Francisco, CA 94111-3339

Defense Counsel

Jeffrey A. LeVee
JONES DAY
555 South Flower Street, Fiftieth Floor
Los Angeles, CA 90071

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION. ALL QUESTIONS ABOUT THIS NOTICE OR THE CLASS ACTION SHOULD BE DIRECTED TO SETTLEMENT CLASS COUNSEL.

You may also seek the advice and counsel of your own attorney at your own expense, if you desire.

Dated: August 22, 2006

By Order of the Court

/s/ _____

Hon. David W. Abbott
Superior Court Judge