

Exhibit D

DAMAGES RELEASE

Olson, et al. v. Sutter Health, Inc., et al., Case No. RG06-302354

In consideration for the Settlement Payment in the amount of \$12,000, and except as set forth herein, I, _____, and all persons acting on my behalf (including but not limited to, my heirs, beneficiaries, executors, administrators, trustees, successors, agents and assigns) hereby release, discharge and acquit Sutter Health and its **Affiliates**¹ (listed on pages 6-7 of this document), and each of their past, present and future employees, agents, attorneys, officers, directors, shareholders, partners, controlling or principal members, divisions, subsidiaries, insurers, claims administrators, adjusters, investigators, physicians, medical staff, nurses, student aides, and medical facilities (including clinics) and all of their respective predecessors and successors in interest and legal representatives (all hereinafter “**Released Parties**”), from any and all Released Claims and Future Released Claims, as set forth below.

If for any reason I am ineligible to receive the Settlement Payment set forth above, this Damages Release is null and void.

1. Released Claims through the **Effective Date** of the **Consent Decree**.

 - a. Released Claims.

I hereby release, discharge and acquit the **Released Parties** from any and all past, present and/or future claims, liabilities, obligations, demands, and actions for **Monetary Relief** arising from or in any way connected with or related to any claims that any of the **Released Parties** engaged in any actions, omissions or conduct of discrimination against me on the basis of Physical Disability in denying me **Access** to the **Facilities**, services

and/or equipment of Sutter Health or any **Affiliate** at any time prior to and including the **Effective Date**. These claims are referred to in the rest of this document as the “**Released Claims**.” I shall be fully and forever barred and enjoined from instituting or prosecuting in any court or tribunal, either directly or indirectly, individually or representatively, any and all **Released Claims** against the **Released Parties**.

b. Exclusions from Released Claims.

The **Released Claims** do not include tort claims associated with medical malpractice, discrimination claims arising from employment, or discrimination claims based upon any status or characteristic other than **Physical Disability**.

2. Waiver of California Civil Code § 1542.

I understand and agree that the **Released Claims** extend to all claims of any nature and kind, known or unknown, asserted or unasserted, existing, claimed to exist, foreseeable or unforeseeable, suspected or unsuspected, concealed or hidden, patent or latent, regarding the **Released Claims**. I acknowledge that I have read, considered and understand the provisions of Section 1542 of the California Civil Code which reads as follows:

SECTION 1542. GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH A CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

¹ All terms that are in bold type are defined, in alphabetical order, on pages 8 to 10 of this document.

I hereby expressly, knowingly, and voluntarily waive and relinquish any and all rights that I may have under Section 1542 as well as under the provisions of all comparable, equivalent, or similar statutes and principles of law or equity of the state of California or of the United States. I understand and acknowledge the significance and consequences of this waiver and hereby assume the risk of any injuries, losses or damages which may arise from such waiver. I expressly intend that such waiver apply to any and all of the **Released Claims**.

3. Release from the **Effective Date** of the **Consent Decree** through the **Compliance Period**.
 - a. Released Future Claims.

In addition to the **Released Claims**, I also hereby release, discharge and acquit **Released Parties** from any and all future claims, liabilities, obligations, demands, and actions, whether known or unknown, for alleged violations of applicable **Disability Rights Laws** based on incidents, encounters, care, visits, or treatment that occur after the **Effective Date** and during the **Compliance Period**, to the extent that such claims arise out of or relate to **Released Parties'** actions, omissions, or conduct (including physical conditions at Sutter and Affiliate Facilities) that are in compliance with the terms of the **Consent Decree**. These claims are referred to in the rest of this document as the **“Released Future Claims.”**

b. Exclusions from Released Future Claims.

The **Released Future Claims** do not include any claims, rights, demands, charges, complaints, actions, causes of action or liabilities for alleged violations of applicable Disability Rights Laws based upon a violation of the terms of the **Consent Decree**. The **Released Future Claims** also do not include any claims, rights, demands, charges, complaints, actions, causes of action or liabilities that may be claimed under the **Disability Rights Laws** or common law for alleged personal injury or property damage arising from the negligence, intentional wrongdoing, or willful misconduct of a **Released Party** after the **Effective Date**.

4. Covenant Not to Sue.

In further consideration of the relief set forth herein, I covenant and agree that during the **Compliance Period**, I will not file any suit, charge or action against any of the Released Parties for the following:

a. claims for alleged violations of applicable **Disability Rights Laws** based upon a violation of the terms of the **Consent Decree** during the **Compliance Period**;

b. tort claims or claims for alleged violations of applicable **Disability Rights Laws** to the extent that those claims seek actual damages related to any non-physical injury I may suffer during the **Compliance Period** due to discriminatory denial of **Access to Released Parties' Facilities**, services and equipment on the basis of **Physical Disability**, whether or not the **Released Party's** alleged conduct complies with the **Consent Decree**.

Instead, I will notify Class Counsel of any such claim, and Class Counsel shall make a determination of whether to present my claim to Sutter Health utilizing the Dispute Resolution Procedure, set forth in Section X of the **Consent Decree** and repeated on page 13 of this document. I agree and understand that if my claim is based upon an alleged violation of applicable **Disability Rights Laws**, the standard by which my claim will be resolved through the Dispute Resolution Procedure will be the legal standard applicable to claims for negligence, intentional wrongdoing, or willful misconduct.

LIST OF SUTTER AFFILIATES

The following are current Sutter Health Affiliates that provide patient care and are named individually as defendants in *Olson, et al. v. Sutter Health, Inc., et al.*, Case No. RG06-302354:

Alta Bates Summit Medical Center

California Pacific Medical Center

Eden Medical Center

Marin General Hospital

Novato Community Hospital

Memorial Hospital Los Banos

Memorial Hospitals Association dba Memorial Medical Center Modesto

Mills-Peninsula Health Services

Sutter Amador Hospital

Sutter Coast Hospital

Sutter Delta Medical Center

Sutter Health Sacramento Sierra Region

Sutter Lakeside Hospital

Sutter Maternity & Surgery Center of Santa Cruz

Sutter Medical Center of Santa Rosa

Sutter Solano Medical Center

Sutter Tracy Community Hospital

Palo Alto Medical Foundation Hospital Corporation

Palo Alto Medical Foundation for Health Care, Research and Education

Sutter Gould Medical Foundation

Sutter North Medical Foundation

Sutter Medical Foundation, Physician Foundation at CPMC

Sutter Regional Medical Foundation

Sutter East Bay Medical Foundation

Sutter Visiting Nurse Association and Hospice

St. Luke's Health Care Center

Mills-Peninsula Senior Focus

Adolescent Treatment Centers, Inc. dba Thunder Road, and Health Ventures, Inc.

In addition to the above-listed Affiliates, St. Luke's Hospital and Sutter Santa Cruz Medical Foundation are named as defendants. St. Luke's Hospital is no longer a separate corporate entity but is now a campus of California Pacific Medical Center. St. Luke's Hospital is not bound by the Consent Decree as a separately identified Affiliate, but is bound through California Pacific Medical Center. Sutter Santa Cruz Medical Foundation is no longer a separate corporate entity but has been incorporated into the Palo Alto Medical Foundation. Sutter Santa Cruz Medical Foundation is not bound by the Consent Decree as a separately identified Affiliate, but is bound through Palo Alto Medical Foundation.

DEFINITIONS

Access means and refers to conditions that comply with the applicable standards set forth in the **Disability Rights Laws**.

Affiliates means and refers to one or more of the 31 Sutter Health Affiliates that provide patient care and are named individually as defendants in the Action, as listed on pages 6-7 of this document.

Compliance Period means and refers to the time period commencing on the date upon which Final Approval of the **Consent Decree** is granted by the Superior Court of California, County of Alameda in *Olson, et al. v. Sutter Health, Inc., et al.*, Case No. RG06-302354, and concluding on either: (i) the same month and day 10 years later, or (ii) the date that Sutter and each **Affiliate** have fully complied with the agreements set forth in the **Consent Decree**, whichever is later.

The **Consent Decree** means and refers to the settlement agreement reached in the case of *Olson, et al. v. Sutter Health, Inc., et al.*, Case No. RG06-302354 (Superior Court of California, County of Alameda), which is embodied in the document entitled Consent Decree, including all exhibits thereto, filed with the Alameda County Superior Court on April 21, 2008 and approved by the Court on _____.

Disability Rights Laws means and refers to the Americans With Disabilities Act, 42 U.S.C. § 12101, *et seq.*, California Unruh Act, Civil Code § 51, *et seq.*, the California Health and Safety Code § 19955, *et seq.*, the California Blind and Other Physically Disabled Persons Act, California Civil Code § 54, *et seq.*, California Government Code § 11135, *et seq.*, Title 24 of the California Building Code, California Business and

Professions Code § 17200, *et seq.*, the Rehabilitation Act of 1973, 29 U.S.C. § 701, *et seq.*, and any other federal, state, local, or administrative statute, rule, or regulation relating to Disability Access or prohibiting public accommodations from discriminating on the basis of Disability in the provision of goods, services, facilities, privileges, advantages, and/or accommodations.

The **Effective Date** means and refers to the date upon which Final Approval of the **Consent Decree** is granted by the Superior Court of California, County of Alameda.

Facilities means and refers to all portions of an Affiliate's premises at which health care services are provided and to which the public is invited, including, but not limited to, (a) the physical structures, such as hospital buildings, clinics, and medical office buildings, (b) exam rooms, patient bedrooms, restrooms, waiting areas, treatment rooms, laboratories, pharmacies, gift shops, and cafeterias within those hospital buildings, clinics, and medical office buildings, (c) all paths of travel and entrances serving these physical structures, and (d) parking facilities under the control of the Affiliate.

Monetary Relief means and includes compensatory damages, statutory damages, punitive damages, prejudgment interest, attorneys' fees, expenses and costs, and any other money damages that might be available under the law.

Physical Disability means and refers to **Mobility Disability** (which means any impairment or condition that limits or makes difficult the major life activity of moving his or her body or a portion of his or her body) and/or **Sensory Disability** (which means

or refers to any impairment or condition that limits or makes difficult the major life activity of seeing, and/or hearing, and/or speaking).

The **Released Claims** means and includes any and all claims that arise out of any federal, state, or local disability access or disability discrimination statutes that could be alleged for denial of access to public accommodations on the basis of Physical Disability, including but not limited to, the Americans With Disabilities Act, 42 U.S.C. § 12101, *et seq.*, California Unruh Act, Civil Code § 51, *et seq.*, the California Health and Safety Code § 19955, *et seq.*, the California Blind and Other Physically Disabled Persons Act, California Civil Code § 54, *et seq.*, California Government Code § 11135, *et seq.*, Title 24 of the California Building Code, California Business and Professions Code § 17200, *et seq.*, the Rehabilitation Act of 1973, 29 U.S.C. § 701, *et seq.*, and any other federal, state, local, or administrative statute, rule, or regulation relating to disability access or prohibiting disability discrimination by public accommodations (the “**Disability Rights Laws**”). The **Released Claims** also include any and all claims arising from common law that could be alleged for denial of access to public accommodations on the basis of **Physical Disability**, including, but not limited to, negligence, loss of consortium, fraud, misrepresentation, unfair competition, unfair business practices, infliction of emotional distress, assault, battery, false imprisonment.

Released Future Claims means and includes any and all future claims, liabilities, obligations, demands, and actions, whether known or unknown, for alleged violations of applicable **Disability Rights Laws** based on incidents, encounters, care, visits, or treatment that occurs after the **Effective Date** and during the **Compliance Period**, to the extent that such claims arise out of or relate to **Released Parties’** actions, omissions, or

conduct (including physical conditions at Sutter and Affiliate Facilities) that are in compliance with the terms of the **Consent Decree**.

Released Parties means and includes Sutter Health and its **Affiliates**, and each of their past, present and future employees, agents, attorneys, officers, directors, shareholders, partners, controlling or principal members, divisions, subsidiaries, insurers, claims administrators, adjusters, investigators, physicians, medical staff, nurses, student aides, and medical facilities (including clinics) and all of their respective predecessors and successors in interest and legal representatives.

CLAIM CERTIFICATION

I certify under penalty of perjury under the laws of the state of California that:
(1) I am a person with a Physical Disability; (2) I have been a patient, a companion of a patient, or a visitor to a patient care facility of Sutter or one or more of its **Affiliates** at any time on or after October 27, 2002; and (3) on one or more visit(s) to an **Affiliate** since October 27, 2002, I encountered an architectural barrier, inaccessible medical equipment, a communication barrier, or inadequate assistance from medical staff which hindered my access to patient care services or treatment.

Dated: _____ Name: _____

TAX IDENTIFICATION CERTIFICATION

[Claim ID]
Taxpayer Identification Number Certification - Substitute IRS Form W-9
Enter your Social Security Number: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> -- <input type="checkbox"/> <input type="checkbox"/> -- <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Print name as shown on your income tax return if different from [Payee] _____

Under penalties of perjury, I certify that:
1. The social security number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).
Note: If you have been notified by the IRS that you are subject to backup withholding, you must cross out item 2 above.
<i>The IRS does not require your consent to any provision of this document other than this Form W-9 certification to avoid backup withholding.</i>

DISPUTE RESOLUTION

Any dispute or controversy arising out of, relating to, or in connection with this settlement shall be settled in the following manner:

1. Any Party claiming that a violation has occurred or a dispute has arisen will give notice of the claim in writing to opposing counsel and will propose a resolution of the issue to the other Party.

2. Within two weeks' delivery of the written claim of violation or dispute, the Parties shall meet and confer to attempt in good faith, through informal negotiations, to resolve the dispute or controversy.

3. If the Parties are unable to resolve any dispute arising under this Consent Decree after engaging in the meet and confer process set forth in (2) above for at least two weeks, either Party may seek private mediation with Michael Loeb. If Michael Loeb becomes unavailable to perform the functions set forth in this Consent Decree, then the Parties will agree on a replacement within 30 days of learning of Michael Loeb's unavailability.

4. If mediation is unsuccessful, the Parties agree that Michael Loeb or his successor will appoint an arbitrator from the Judicial Arbitration and Mediation Services (JAMS) in San Francisco for binding arbitration.

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