

FILED

MAR 11 2022

**CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

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United States District Court
Northern District of California

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
San Francisco Division

DJENEBA SIDIBE, et al.,
Plaintiffs,
v.
SUTTER HEALTH, et al.,
Defendants.

Case No. 12-cv-04854-LB

VERDICT FORM

Tying Claim

1. Did Sutter sell inpatient hospital services in one or more of the tying hospitals only if the buyer also purchased inpatient hospital services at one or more of the tied hospitals?

Yes: _____ No: X

If you answered yes to question 1, then answer question 2. If you answered no, stop here, answer no further questions in this section, and proceed to the "Unreasonable-Course-of-Conduct Claim" section.

United States District Court
Northern District of California

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2. Did Sutter have sufficient economic power for inpatient hospital services in one or more of the tying markets (Antioch, Auburn, Crescent City, Jackson, Lakeport, Tracy, and Berkeley–Oakland) to coerce at least some buyers of the services to purchase inpatient hospital services from Sutter in one or more of the tied markets (Modesto, Sacramento, San Francisco, and Santa Rosa)?

Yes: _____ No: _____

If you answered no to question 2, stop here, answer no further questions in this section, and proceed to the “Unreasonable-Course-of-Conduct Claim” section. If you answered yes, then answer yes or no for each tying market and then proceed to question 3.

Antioch Yes: _____ No: _____

Auburn Yes: _____ No: _____

Crescent City Yes: _____ No: _____

Jackson Yes: _____ No: _____

Lakeport Yes: _____ No: _____

Tracy Yes: _____ No: _____

Berkeley–Oakland Yes: _____ No: _____

3. Did the conduct involve a substantial amount of sales, in terms of the total dollar value of inpatient hospital services at the tied hospitals?

Yes: _____ No: _____

If you answered yes to question 3, then answer question 4. If you answered no, stop here, answer no further questions in this section, and proceed to the “Unreasonable-Course-of-Conduct Claim” section.

4. Was Sutter’s conduct a substantial factor in causing harm to the plaintiffs?

Yes: _____ No: _____

Proceed to the next section.

United States District Court
Northern District of California

1 **Unreasonable-Course-of-Conduct Claim**

2 5. Did Sutter force the class health plans to agree to contracts that had terms that prevented
3 the plans from steering patients to lower-cost non-Sutter hospitals within the plan network?

4 Yes: _____ No: X

5 If you answered no to question 5, stop here, answer no further questions in this section, and
6 proceed to the "Damages" section. If you answered yes to question 5, then answer question 6.

7 6. Was the effect of Sutter's conduct to restrain competition?

8 Yes: _____ No: _____

9 If you answered yes to question 6, then answer question 7. If you answered no, stop here,
10 answer no further questions in this section, and proceed to the "Damages" section.

11 7. Did the anticompetitive effect of Sutter's restraint outweigh any beneficial effect on
12 competition?

13 Yes: _____ No: _____

14 If you answered yes to question 7, then answer question 8. If you answered no, stop here,
15 answer no further questions in this section, and proceed to the "Damages" section.

16 8. Was Sutter's conduct a substantial factor in causing harm to the plaintiffs?

17 Yes: _____ No: _____

18 Proceed to question 9.

19 **Damages**

20 9. Did you answer yes to question 4 or yes to question 8?

21 Yes: _____ No: X

22 If you answered yes to question 9, proceed to question 10. If you answered no, stop here,
23 answer no further questions, and have the presiding juror sign and date this form.

24 10. What are the damages to the class?

25 \$ _____

26
27
28 Signed: [Signature] (Presiding Juror) Dated: MARCH 11, 2022