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Attorneys for Plaintiff
STEPHEN NOBLE, M.D.

IN THE UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA - SACRAMENTO DIVISION

STEPHEN NOBLE, M.D.,

Plaintiff,

vs.

SUTTER HEALTH, GOULD MEDICAL
GROUP, INC., SUTTER GOULD
MEDICAL FOUNDATION, SUTTER
VALLEY MEDICAL FOUNDATION, INC
SUTTER MEMORIAL MEDICAL
CENTER, LIT K. FUNG, M.D., JUDY
FUNG, JOHN TALIEH, M.D., AND DOES
1-100

Defendants

Case No.:

**COMPLAINT FOR DAMAGES AND
INJUNCTIVE RELIEF**

**JURY TRIAL DEMANDED
(RULE 201 - FED. R. CIV. P. 38)**

COMES NOW Plaintiff, STEPHEN NOBLE, M.D. and by and through his attorneys
as to Defendants GOULD MEDICAL GROUP, INC., SUTTER GOULD MEDICAL
FOUNDATION, SUTTER VALLEY MEDICAL FOUNDATION, INC., SUTTER

1 HEALTH, SUTTER MEMORIAL MEDICAL CENTER, LIT K. FUNG, M.D., JUDY
2 FUNG, JOHN TALIEH, M.D., AND DOES 1-100, and hereby files this Complaint and
3 alleges as follows:

4
5 **I. SYNOPSIS**

6 1. Sutter Health, Sutter Gould Medical Group along with the other Defendants
7 are guilty of using unfair and racially discriminatory practices against Black and other
8 minority doctors. For their own economic gain and control of power, Defendants use false
9 allegations and intimidation tactics to target their own doctors – especially Black and other
10 minority doctors to “keep them in line” and to suppress them financially and
11 psychologically.

12
13 2. Stephen Noble, M.D., who is Black, was the victim of Defendants’ racially
14 motivated attacks, even though he is one of the country’s most highly trained surgeons. He
15 now brings this complaint for damages – including punitive damages and injunctive relief –
16 to expose and halt Defendants’ unlawful systemic racism and to restore the respect due him
17 as well as other Black and minority physicians who have similarly been the victims of
18 Defendants’ racist practices.

19
20 3. In recruiting Dr. Noble to be a Sutter doctor, Defendants flatly lied to him
21 and made false promises about the job they were offering to him; then, based on his race,
22 they gave him an employment contract that broke their promises and paid him far below
23 other physicians in his specialty who were not Black.

24
25 4. In reliance on Defendants’ promises, Dr. Noble moved his family across the
26 country and started to work on September 4, 2018, but Defendants took systematic,
27 malicious, and calculated steps to assure his failure. Defendants actively prevented him from
28

1 building a practice and earning what other doctors in his specialty earned. For example, they
2 refused to put him on the ER call schedule, they canceled or reassigned surgeries on Dr.
3 Noble's patients without Dr. Noble's knowledge, etc.

4
5 5. Ultimately, Defendants fabricated sham allegations about Dr. Noble's patient
6 care, even though Dr. Noble's surgical outcomes were better than the other surgeons
7 employed by Sutter Gould in his specialty.

8
9 6. In the meantime, pretextually, Defendants used their sham allegations and his
10 low productivity (which they caused) as the basis for slashing Dr. Noble's salary by sixty
11 percent (60%), making **Dr. Noble the lowest paid full-time cardiothoracic surgeon in the**
12 **entire United States.** This obscene pay cut was racially motivated. Obviously, he was
13 earning far less than Sutter Gould's other cardiothoracic surgeons who were not Black.

14
15 7. Dr. Noble could not just resign and move on. As long as Defendants' sham
16 allegations were pending against him, he was considered to be "under investigation". If he
17 went ahead and resigned while "under investigation", Sutter and Sutter Gould would have to
18 report him to the California Medical Board (placing his medical license in jeopardy), and to
19 the National Practitioners' Data Bank (NPDB), which is a federal data base that identifies
20 doctors who have a history of malpractice or medical discipline. **A Data Bank report is**
21 **ruinous to a doctor's career** because the Data Bank **must** be consulted by all future
22 employers, hospitals, health plans, and other organizations that are key to the doctor's
23 livelihood. A report to the NPDB places a serious stigma and permanent stain on a doctor's
24 professional career and makes it very difficult for the doctor to find new employment or to
25 carry on professionally; thus, it carries huge financial consequences for the doctor.
26

27 8. Using classic bullying tactics, Defendants repeatedly threatened to report Dr.
28

1 Noble to the Medical Board and Data Bank. With their constant threats of reporting hanging
2 over Dr. Noble's head, he was forced to work in Defendant's hostile and racist environment
3 against his will. To keep Dr. Noble from taking another job and to further damage his
4 reputation, Defendants deliberately dragged out their baseless "investigation" for nine
5 months.
6

7 9. Defendants have used these bullying tactics against other Black and minority
8 physicians throughout the Sutter system as a means of intimidation as a way to force the
9 physicians to remain employed by Sutter's medical groups, and as a way to drastically cut
10 the doctors' pay. Defendants kept threatening Dr. Noble with a form of disciplinary action
11 known as a Performance Improvement Plan ("PIP"). Defendants refused to clearly state their
12 basis for the PIP. Dr. Noble refused to agree to the PIP. In spite of this refusal, however,
13 Defendants falsely asserted that Dr. Noble was under a PIP. Like an "investigation," doctors
14 cannot resign while they are under a performance improvement plan without being reported.
15 So, Dr. Noble repeatedly asked Defendants to clarify his PIP status, but Defendants refused
16 to answer, leaving him in limbo and unable to get out of the racist and hostile work
17 environment.
18

19
20 10. Defendants then conspired to initiate a peer review investigation against Dr.
21 Noble based on bogus charges. Again, Dr. Noble could not leave without being reported.
22

23 11. Ultimately, Dr. Noble had to disprove Defendants' sham allegations - **not**
24 **once, but twice**. The effort, the cost, and the toll on his reputation caused him serious
25 physical and emotional distress. He first disproved the charges to the satisfaction of his
26 Department. However, Defendants apparently were not satisfied, so they referred the
27 'investigation' to an "outside reviewer." It turned out, however, that the reviewer himself
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1 had been severely disciplined and unceremoniously removed as Chair of his Department at
2 Baylor for his excessively high complication rate of 15%. In support of his case, Dr. Noble
3 offered opinions from one of the country's leading experts in cardiothoracic surgery. Dr.
4 Noble's expert was able to show that Dr. Noble's care was perfectly within acceptable
5 standards. Sheepishly, the Medical Executive Committee (the body that governs the medical
6 staff) voted not to impose discipline on Dr. Noble.
7

8 12. Dr. Noble endured over two and a half years of racially motivated
9 mistreatment and humiliation by Defendants. So, as soon as he was no longer "under
10 investigation" Dr. Noble submitted his resignation from Sutter Gould Medical Group and
11 from the Medical Staff of Sutter Memorial Hospital. Defendants literally drove him out of
12 town by constructively discharging him based on their discriminatory and tortious acts.
13

14 13. Subsequent events bore out Dr. Noble's belief that Defendants actions were
15 race-based. While Dr. Noble was struggling so hard to build a patient base, Sutter and
16 Sutter Gould were plotting to recruit and hire his replacement. Dr. Noble's last day was the
17 new recruit's first day at work. The replacement doctor was ethnically Chinese. It was
18 reported that Dr. Fung, head of Cardiothoracic Surgery, stated to a colleague that he was
19 glad to finally have "someone who looked like him" working with them. Sutter Gould also
20 subsequently hired another cardiothoracic surgeon who is Caucasian.
21

22
23 **II. AN INTRODUCTION TO PLAINTIFF, STEPHEN NOBLE, M.D.,**
PHYSICIAN AND DECORATED WAR HERO

24 14. Plaintiff, **Stephen Noble, M.D.** is a board-certified cardiothoracic surgeon,
25 with advanced fellowship training in heart surgery. Dr. Noble participated in a Master's
26 program in Medical Sciences in 2001 at the Indiana School of Medicine. He later graduated
27 from the same University with a medical degree in 2006. From 2006-2011, Dr. Noble was a
28

General Surgery Resident at Oregon Health and Science University.

15. From 2011-2013 he served as a General Surgeon at the Naval Hospital Twentynine Palms. He then obtained further surgical expertise at Ohio State University completing a Cardiothoracic Fellowship (2013-2015). Dr. Noble served as chief resident at Ohio State and received the Housestaff Citizenship Award. He then became an Assistant Professor, United States Navy, Naval Medical Center Portsmouth in Cardiothoracic Surgery (2015-2018). Dr. Noble's distinguished curriculum vitae is attached as Exhibit A. All told, Dr. Noble has had twelve years of medical training including two years of highly specialized training in heart and cardiothoracic surgery. He has authored scientific papers and lectured in his field. His training and professional achievements make Defendants' treatment of him all that much more disrespectful and abasing.

16 Dr. Noble is a decorated war hero who proudly served our country in the armed forces for seven years as a general surgeon and cardiothoracic surgeon. He was deployed to Afghanistan in 2016 as part of Operation Resolute Support where he treated over 81 severely injured soldiers with a 99% survival rate. Even when his camp came under attack, he kept on triaging and treating the wounded. For his brave service in this very dangerous combat zone, he received two Navy and Marine Corps Commendation Medals, the National Defense Service Medal, the Afghanistan Campaign, the Global War on Terrorism Medal, the NATO ISAF (International Security Assistance Force) Medal, and the Navy Sea Service Deployment Award; he also received commendations for: Navy Expert Rifle Qualification, Navy Expert Pistol Qualification, and Combat Casualty Care Course Sierra Platoon Leader.

III. THE DEFENDANTS AND OTHER RELATED ENTITIES

1 17. Sutter Health intentionally obfuscates its relationships among the various
2 Sutter enterprises by frequently changing corporate names and corporate structure. This
3 corporate shell game is intended to confuse consumers, the courts and even its employed
4 physicians. All the entities in the health system, however, still start with the word “Sutter.”
5 Sutter Health consists of at least 24 acute care hospital facilities, 31 ambulatory surgery
6 centers, nine cancer centers, six specialty care centers, nine major physician organizations,
7 8,200 physicians and 48,000 employees located in 19 counties in Northern California. All
8 report to a single CEO. The description of the duties of Sutter Health’s CEO on its website
9 clearly show both the united hierarchy, and unity of interest of all the Sutter entities: “As
10 president and CEO of Sutter Health, Sarah Krevans leads the network’s 24 hospitals,
11 53,000 employees, 14,000 clinicians, outpatient services, research facilities, home health
12 and hospice care services, and business professionals.”¹

13 18. Thus, the corporate Defendants are all clearly affiliated corporations and
14 agents of each other (See Corp. C. §150), as well as co-conspirators.

15 19. **Sutter Health** is a 501(c)(3) corporation which was established to provide
16 assistance to other corporations which included “Sutter Gould Medical Foundation” (See
17 Exhibit I (May 11, 2012 Amended and Restated Articles of Incorporation.)) These articles
18 were amended on December 20, 2018 (Exhibit J) and eliminated Sutter Gould Medical
19 Foundation and substituted Sutter Valley Medical Foundation in its place. Therefore, at all
20 times relevant herein, Sutter Valley Medical Foundation and Sutter Health existed to assist
21 each other’s business goals and are operationally and financially interrelated.

22 20. **The Sutter Gould Medical Group, Inc.** (“Sutter Gould”) is a California
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28 ¹ <https://www.sutterhealth.org/about/leadership>

1 professional corporation which employed Dr. Noble. (The Memorandum of Understanding
2 is attached hereto as Exhibit B and the Employment Contract is attached as Exhibit C.)
3 “Gould Medical Group of the Sutter Gould Medical Foundation” is how the entity self
4 identifies itself in the Memorandum of Understanding with Dr. Noble. (Exhibit B dated
5 January 8, 2018). However, a copy of the 2nd Restated Articles of Incorporation that were in
6 effect at all times relevant herein, is attached as Exhibit D. The Statement of Information
7 filed February 19, 2019 and the Statement of Information filed September 3, 2019 are
8 attached as Exhibits E and F respectively. No other Statement Information has ever been
9 filed. The entity has been a registered California corporation since 11/12/1971. These
10 documents identify the entity as “The Sutter Gould Medical Foundation.” This complaint
11 uses the name registered with the State of California and abbreviates it to “Sutter/Gould”.
12

13
14 21. **The Sutter Gould Medical Foundation** (which Gould in its Memorandum
15 of Understanding claimed to be part of or related to as set forth in paragraph 2 above), did
16 not exist in 2018 or at any time relevant to this action. Said group was “merged out” on
17 March 1, 2016 and was absorbed into the “Sutter Valley Medical Foundation” (Exhibit G).
18 Hence any references to “Sutter Gould Medical Foundation” are intended to reference
19 “Sutter Valley Medical Foundation” (and vice versa) as a single, integrated entity. The
20 abbreviation “SVMF” will be used in this complaint to represent this merged entity.
21

22
23 22. **Sutter Valley Medical Foundation, Inc.** (SVMF) is a California
24 Corporation which by its Amended and Restated Articles of Incorporation (11/1/2015), filed
25 herein as Exhibit H have been formed (in part), to establish clinics and medical facilities and
26 “[t]o contribute to the growth, development and financial strength of Sutter Health...”. The
27 corporation is a 501(c)(3) corporation under the Internal Revenue Code of 1986.
28

1 23. **Sutter Memorial Medical Center** (“MMC”) is a not-for-profit hospital,
2 part of the Sutter Health network. It is located at 1700 Coffee Road Modesto,
3 California. It is also called SutterHealth Memorial Medical Center. (herein “Sutter
4 Memorial”.)

5
6 24. **Doctors Medical Center of Modesto, Inc.** (“DMC”) is a hospital
7 located in Modesto which is a subsidiary of Tenet Healthcare Corporation.

8 25. **Lit K. Fung, M.D.** is a thoracic surgeon employed by Sutter Gould who
9 both supervised and interacted with Dr. Noble. Dr. Lit K. Fung, M.D., was at all times
10 relevant herein, a senior partner at Sutter Gould. In all matters alleged herein which relate
11 to Dr. Fung, Plaintiff alleges that Dr. Fung acted in the course and scope of his
12 employment with Sutter Gould and that his conduct, including his racially discriminatory
13 and other wrongful conduct, was known to Sutter Gould and ratified by Sutter Gould. Dr.
14 Lit K. Fung, M.D., further acted in concert with, aiding and abetting and in conspiracy with
15 other persons to accomplish the unlawful conduct perpetrated against Dr. Noble.
16

17
18 26. **Judy Fung** is the wife of Lit K. Fung, M.D. She is not an employee of
19 Sutter Health or Sutter Gould, yet she scheduled the cardiothoracic surgeries for Sutter
20 Gould patients. Hence, whenever when Dr. Noble wanted to schedule a surgery at Sutter
21 Memorial or elsewhere, he had to go through Judy Fung. She would reassign and cancel
22 Dr. Noble’s scheduled surgeries arbitrarily. She also controlled communications with Dr.
23 Fung. So, if Dr. Noble wanted to reach his colleague and senior partner he had to go
24 through Judy Fung. Defendants knew of Judy Fung’s unusual role, her offensive behaviors
25 and ratified her decisions and behaviors in spite of complaints from Dr. Noble and
26 regardless of the dangers her intermeddling posed for patient safety. Her access to Patient
27
28

1 Health Information was a violation of HIPPA.

2 27. **Dr. John Talieh** is a thoracic surgeon in Modesto, California now
3 affiliated with Sutter Gould. Plaintiff alleges that Dr. Talieh acted in the course and scope
4 of his employment with Sutter Gould and that his conduct, including his racially
5 discriminatory and other wrongful conduct, was known to Sutter and Sutter Gould who
6 ratified that conduct. John Talieh further acted in concert with, aiding and abetting and in
7 conspiracy with other persons to accomplish the unlawful conduct perpetrated against Dr.
8 Noble.
9

10 28. **Does 1-100** are individuals and business entities, whose name,
11 capacity and/or liability is not sufficiently known to include them by name. When
12 their true names and capacities are known, this complaint will be amended to reflect
13 the same.
14

15 29. Defendants and the individuals acting in concert with them acted with
16 knowledge of the wrongful conduct of each other. The wrongful conduct of individuals
17 was known to Sutter and Sutter Gould and ratified by each. All conduct alleged herein by
18 individuals was done within the course, conduct and scope of their relationship to Sutter
19 Health and Sutter Gould. The individuals Sutter Health and Sutter Gould acted as civil
20 conspirators with the specific intent to further the wrongs set forth herein. The
21 individuals and Gould acted deliberately to aid and abet the wrongdoing as set forth
22 herein.
23
24

25 **IV. JURISDICTION**

26 **28 U.S.C. § 1331 (Federal Question) / 28 U.S.C. § 1367 (Supplemental)**

27 30. Claims are hereby brought under 42 U.S.C. 1981, a law of the United
28

1 States. This Court has supplemental jurisdiction pursuant to 42 U.S.C. 1367 over all other
2 claims as they arise from the same facts and circumstances that are contained in the claims
3 under 42 U.S.C. 1981 and Title VII.
4

5 **28 U.S. Code § 1332**

6 31. Plaintiff is a resident of Oregon State. Defendants Sutter, Sutter Gould,
7 SVMF, and Sutter Memorial Medical Center of Modesto are California corporations;
8 Defendants Lit K. Fung, Judy Fung, and John Talieh are California residents. The claims
9 by individual count and in the aggregate exceed \$75,000.00
10

11 **V. VENUE**

12 32. Defendant Sutter Health is a corporation with its headquarters in Sacramento,
13 California. Therefore venue is proper under 28 U.S.C. § 1391(b)(1). All corporate
14 entities are substantially tied to, owned by or controlled by Sutter Health (as defined in
15 paragraph 19 of this complaint). As set forth in paragraph 17 of this complaint, Sutter
16 utilizes various entities, names and subgroups with Sutter being the controlling entity for
17 all.
18

19 **VI. ESSENTIAL BACKGROUND: DOCTORS ARE SUBJECT TO**
20 **INSTITUTIONAL BLACKBALLING VIA THE CREDENTIALING**
21 **PROCESS**

22 33. The average physician fills out approximately 12 professional applications
23 per year. These applications are vital to maintain the doctor's reputation and livelihood. The
24 applications include state medical board licensure, employment, membership in hospital
25 medical staffs (giving the rights to the doctors to practice and perform surgery at the
26 hospital), membership in medical and specialty societies (including Board Certification),
27 malpractice insurance, and inclusion in health plans and health insurers provided panels
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1 (which is economically vital to physicians).

2 34. These applications are vetted in a process known as “credentialing”.
3
4 Credentialling entails checking the doctor’s educational and employment background, as
5 well as the doctor’s disciplinary history at all hospitals where the doctor has had medical
6 staff privileges. Another essential part of credentialling is checking with the state medical
7 licensing board wherever the doctor has held a license to see if there has been any
8 disciplinary action taken against the doctor. Of paramount importance in credentialling is the
9 National Practitioners’ Data Bank, a governmentally maintained data base of all physicians
10 who have settled malpractice suits or have been the subject of disciplinary action by a state
11 licensing board or any hospital. Under Federal law this Data Bank **must** be checked before a
12 state licensing board issues or renews a physician’s license. Likewise, before granting a
13 physician privileges to operate at any hospital, the hospital **must** check the Data Bank, as
14 must medical groups, specialty societies, and board certifying organizations. Most
15 importantly, health insurers and health plans check the Data Bank before putting doctors on
16 their provider panels. Some insurers exclude doctors automatically if they have been reported
17 to the Data Bank.
18

19
20 35. If the official website of the licensing boards or the NPDB have wrong,
21 misleading, or unfair information, they can ruin a doctor’s reputation and make it very
22 difficult for the doctor to get a job or be credentialed by hospitals and health plans, etc.
23
24 Reporting, therefore, has a direct impact on the compensation a doctor can earn.

25 36. Sutter and Sutter Gould routinely used the threat of reporting a doctor to the
26 California Medical Board and/or the Data Bank to intimidate doctors and “keep them in
27 line.” Management regularly collects negative secret reports about doctors, which they
28

1 reveal only when they want to threaten the doctor with reportable discipline. Sutter and
2 Sutter Gould also fabricate allegations against doctors for the purpose of intimidating them.
3 In many instances the allegations against Black doctors are race-based and arise out of
4 Defendants' culture of systemic racism.
5

6 37. Virtually all credentialing applications, filed out by doctors, have so-called
7 "attestation questions" that require the doctors to self-disclose any negative information
8 about themselves. These attestations, very frequently, ask whether the doctor has ever been
9 investigated by an employer, hospital, or state licensing board. The doctor must answer the
10 question truthfully -even if the investigation concluded that the doctor did nothing wrong.
11 Thus, a mere accusation – whether or not it is true – can trigger an investigation which stains
12 the doctor's reputation for life.
13

14 38. Thus, credentialing is an impenetrable web. Each institution that is checked
15 can share its files with the credentialing institution. The doctor never sees what is shared, but
16 to be credentialed the doctor must agree to this file sharing. These unfounded allegations and
17 unproven charges travel from institution to institution, tainting doctor's reputations without
18 them even knowing it. For physicians, truly, the power to accuse is the power to destroy.
19

20 39. The use of false or unsubstantiated allegations against a doctor by hospitals
21 or medical groups is called sham peer review. Normally, an accused physician is entitled to
22 a hearing to prove whether the allegations are true or false, but Sutter and other Defendants
23 evade those rights by summarily suspending the doctor and giving the doctor a hearing only
24 after the discipline has been imposed. Summary suspensions are only supposed to be used
25 when there is a threat of "imminent" patient harm. Sutter and Sutter Gould threaten to
26 impose summary suspensions even when there is no imminent threat to patient care. If the
27
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1 suspension lasts long enough it must be reported to the California Medical Board and Data
2 Bank. Dr. Noble was threatened with a baseless summary suspension.

3 40. Sutter and Sutter Gould have taken sham peer review one step further by
4 using a form of discipline (or threatened discipline) known as a Performance Improvement
5 Plan or PIP. A PIP can be imposed on a doctor without specific allegations and without
6 giving the doctor any opportunity to disprove the PIP. Sutter and Sutter Gould impose
7 Draconian and often senseless PIPs on the doctor and threaten suspension or termination if
8 the doctor does not comply. Defendants' PIPs disproportionately target Black and minority
9 doctors. First, the doctors are usually drawn aside by management and told they are "in
10 trouble" without any further detail. They are told they should voluntarily submit to a written
11 PIP, and told they have to agree and sign it. Doctors do not know that PIPs are a form of
12 discipline. In cajoling doctors to volunteer for this discipline, Sutter and Sutter Gould use
13 phrases like "it's good for you" and "everybody goes through it." Both phrases are false.
14 They couple these lies with the representation that the PIP will not be reported to the
15 Medical Board or Data Bank, but that is a deceptive half-truth: While the PIP itself is not
16 reportable, it becomes reportable if the doctor resigns while still under the PIP. So, as with
17 an "investigation," the doctor is trapped.

18 41. The terms of PIPs imposed by Sutter and Sutter Gould are often open-ended,
19 vague, debasing and humiliating. They require the doctor to "report" to an overseeing doctor
20 who treats the accused physician with disrespect and condescension. The accused must obey
21 the whims of the overseeing physician, as if they were a "slave." Such forms of discipline
22 are abusive and especially offensive for Black doctors.

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27 **VII. THE SHORTAGE OF CARDIO-VASCULAR SURGEONS**
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1 42. There is a severe national shortage of highly trained surgical subspecialists,
2 including cardiothoracic surgeons like Dr. Noble. Cardiothoracic surgeons traditionally
3 have to go to four years of medical school, do five additional years of residency in general
4 surgery, then do an additional two to five years of training in heart and lung surgical
5 fellowships. Each year, approximately 100 new cardiothoracic surgeons come out of
6 training. With retirement, burn-out and COVID, the total number of heart surgeons is barely
7 staying even. This shortage motivates the medical groups to try to bind the service of the
8 heart surgeon to the group, but because they have high salaries, groups often use sham
9 discipline and PIPs to retain heart surgeons.
10

11
12 **VIII. FACTS COMMON TO ALL CAUSES OF ACTION**

13 43. **Plaintiff's Protected Status:** PLAINTIFF is a Black male.

14 44. Dr. Noble joined the Gould Cardiothoracic Surgery department in 2018.
15 He submitted application for medical staff membership and was granted full privileges in
16 his specialty at both Memorial Medical Center Modesto ("MMC") and Doctors Medical
17 Center of Modesto Hospitals ("DMC"). These privileges allowed Dr. Noble to operate at
18 the hospital. Prior to his arrival, most of the heart surgeries at MMC and within the Gould
19 Medical Group were performed by Dr. Lit K. Fung, a senior partner at Gould and the head
20 of the Cardiothoracic Surgery department.
21

22 45. Dr. Lit K. Fung and the surgeons working with him had a high rate
23 of negative outcomes and poor comparative surgery results compared to national
24 averages.
25

26 46. Dr. Lit K. Fung had also failed to keep current on newer and more
27 precise surgery techniques such as the use of robotics.
28

1 47. Dr. Noble was told during recruitment that his role was to introduce more
2 modern skill sets, equipment and techniques to improve Sutter/Gould's record of poor
3 outcomes.

4 48. Dr. Fung self-describes himself as primarily a thoracic surgeon whose
5 secondary emphasis was vascular surgery. Thoracic surgery refers to operations on organs in
6 the chest, including the heart, lungs and esophagus. In general, thoracic surgeons mainly
7 treat lung cancer, lung disease, and diseases in the esophagus and chest wall. Cardiothoracic
8 surgeons, by contrast, operate on the lungs and esophagus but also focus on the heart.
9 Vascular surgery focuses on the vascular system, or arteries, veins and lymphatic
10 circulation. Dr. Noble had more specialized training in heart surgery than Dr. Fung.

11 49. Given the fact that Dr. Fung was reaching an age where many cardiothoracic
12 surgeons retire and his emphasis was on non-heart related aspects of medicine, it made
13 sense to Dr. Noble that he would be integrated into this medical group, introduce more
14 modern cardio techniques and improve their performance ratings in terms of patient
15 outcomes.

16 50. Dr. Fung, however, did not embrace Dr. Noble and from the outset barred
17 him from participating in complex surgeries, failed to train Dr. Noble in areas where Dr.
18 Fung's knowledge was current, and blocked Dr. Noble's attempts to obtain more modern
19 surgical supplies and equipment.

20 51. The attacks were insidious and used racial stereotypes and tactics that
21 belittled Dr.

22 Noble as a person and a physician in both the eyes of the public and staff.

23 52. Immediately upon Dr. Noble's arrival at MMC, Gould and Dr. Fung took
24

1 steps to hide the fact that Dr. Noble was African American. Medical groups regularly have
2 pictures of their physicians available on brochures and the internet. Patients read about the
3 doctors and look at their faces presumably to see if the doctor seems intelligent, skillful,
4 and compassionate. The marketing for Dr. Noble was almost non-existent. It took months
5 for Dr. Noble's name to appear on the Gould website, and when that finally happened
6 Sutter Gould failed to include pictures of Dr. Noble.

8 53. Dr. Fung and Sutter Gould repeatedly obstructed Dr. Noble's attempts to
9 establish and build his practice by preventing him from building a patient base. It is normal
10 to promote a new surgeon in the medical community by sending out notices of his/her
11 qualifications and by introducing him/her personally to physicians who might later refer
12 patients to that surgeon, run notices in newspapers, have the doctors do grand rounds at the
13 hospital, and generally make the physician visible in the community. This did not happen
14 with Dr. Noble. He was kept hidden as if his race were an embarrassment to those at Sutter
15 Gould in charge of Dr. Noble's career.

18 54. A respected surgeon would normally have an office with the surgeon's
19 name on the door. This helps people find the office and it indicates to patients that the
20 doctor has his own office. Dr. Fung refused to put Dr. Noble's name on the door. Dr.
21 Noble's office was tucked away so that it was difficult for to locate him. It was out of the
22 way so that patients going to other doctor's offices would not likely stumble upon the
23 black man sitting in Dr. Noble's office. Also, as his name was not on the door, patients
24 seeing this man of color might not think he was a doctor.

26 55. Despite his stellar surgical achievements – and years of experience – Dr.
27 Noble was treated as a novice and he was excluded from participation in the major medical
28

1 activities of the group. Implying that this African American surgeon did not deserve the
2 position that he had been hired for, Dr. Fung openly disparaged Dr. Noble and prevented
3 him from doing surgical procedures for which he was fully trained and credentialed.

4
5 56. Never did any physician or administrator at Gould oppose Dr. Fung or come
6 to Dr. Noble's defense, in spite of Dr. Noble's repeated requests and complaints. At this
7 time, as degraded as Dr. Fung's surgical skills had become and as poor as the hospital
8 survival and outcome results were, Dr. Fung was still the main income source for the
9 cardiothoracic surgery department at Sutter Memorial. He was a major cash cow and
10 regardless of his boorish behavior, Sutter Gould had a strong financial interest in supporting
11 him.
12

13 57. Sutter Gould was staffed by many substandard and poorly educated
14 physicians who were marginal in their abilities and qualifications. Financially, this group
15 was highly dependent upon Sutter Gould and Lit Fung for their professional careers and
16 income. They marched in lockstep to the instructions, both express and implied, of Dr.
17 Fung, Sutter Gould, and Sutter. They froze Dr. Noble out of medical interactions and
18 subverted him with great frequency and by extension expanded the racist culture of Sutter
19 Gould and Sutter Memorial.
20

21 58. As the early surgical data was presented it became clear that even in a
22 second-tier hospital, which lacked supplies and had poor surgical support, Dr. Noble's
23 outcomes were as good as or better than national averages. This contrasted sharply with
24 the high failure rates of Dr. Fung and the other surgeons. Rather than promote Dr. Noble
25 and provide better patient care Sutter Gould and Dr. Fung increased their interference with
26 Dr. Noble by limiting his surgeries and by giving him second rate surgical teams in order
27
28

1 to make his success rate drop.

2 59. Dr. Noble saw other physicians, intimidated into complicity, snicker as he
3 attempted to speak with Dr. Fung about necessary changes to improve patient care and
4 safety. It was a running joke that Dr. Fung would not even speak to Dr. Noble unless Dr.
5 Noble called or e-mailed Dr. Fung's wife and made an appointment – literally. Dr. Fung's
6 wife was not an employee of Gould or Sutter, but Dr. Noble – who was supposed to be Dr.
7 Fung's partner – had to communicate through Dr. Fung's wife, who was rude and often
8 blocked communication. Insofar as she was allowed to interject herself and impede
9 medical conversations, she was acting as an agent of Dr. Fung, Sutter, and Sutter Gould.
10 This arrangement was bizarre and demeaning to Dr. Noble.
11

12 60. Prior to Dr. Noble's arrival, Dr. Fung took 90% of the cardiac cases at MMC.
13 Dr. Noble was more recently and better trained in heart surgery than Dr. Fung, but after Dr.
14 Noble's arrival Dr. Fung continued to take 90-plus percent of cardiac cases. Sutter Gould
15 made no effort to redistribute the cases, even though Dr. Noble's career advancement and
16 salary depended upon his ability to do a fair number of heart surgeries. Dr. Noble's career
17 clock was ticking. If he remained at MMC doing a low number of serious surgeries, his skill
18 level would not be advanced and his growth in the medical community was thwarted.
19

20 61. To damage and destroy Dr. Noble, Sutter Gould and Dr. Fung set forth on a
21 course that prevented Dr. Noble from leaving Sutter Gould without suffering enormous
22 harm to his reputation and employability, Dr. Noble was trapped while his career was being
23 destroyed by Sutter Gould and Dr. Fung's malicious and racially biased conduct.
24

25 62. Among the obstructions placed in the way of Dr. Noble was the fact that
26 Gould deliberately left him off the emergency room call schedule. Physicians assigned to
27
28

1 take call would be paid a reasonable amount of money for being available to see heart and
2 lung patients who showed up in the ER. Doctors on call not only were able to bill fees for
3 procedures they did, but they were also paid a stipend for each shift of call they did. More
4 importantly, the on-call physician would have access to new cases that came into the
5 hospital on an emergency basis. Dr. Fung and his wife, Judy Fung, controlled the call
6 schedule, and systematically excluded Dr. Noble from that schedule. Dr. Noble repeatedly
7 asked Dr. Fung to place his name on the schedule and Dr. Fung refused. Dr. Fung gave no
8 reason, he just said “not yet.” No policy or rule promulgated by any of the Defendants
9 authorized or sanctioned Dr. Fung’s discriminatory act.
10
11

12 63. Dr. Noble discussed his exclusion from the call schedule with Dr. John
13 Talieh. Dr. Talieh was Sutter Memorial’s Chair of Credentialing as well as Chief of Surgery
14 and Department Chair. In those capacities he was a member of the evaluation/decision-
15 making team along with the Physician Compensation Committee, and a member of the Peer
16 Review Committee. He had the ability to intervene. However, he was financially dependent
17 upon Dr. Fung and had historically received Dr. Fung’s overflow cases. Dr. Talieh justified
18 Dr. Noble’s exclusion claiming that Dr. Noble had “limited experience in vascular surgery,”
19 which was not true. Dr. Noble was told he could not take call until Dr. Talieh “felt
20 comfortable.” This statement was untrue and many physicians who were placed “on call”
21 had far less experience and qualifications.
22
23

24 64. These statements had no factual basis and were simply meant to justify
25 behavior that was predatory and racist. Nonetheless, Dr. Noble attempted to work with Dr.
26 Talieh to no avail.
27

28 65. Dr. Noble even offered to take a second position to Dr. Fung during

1 surgeries in order to prove to Dr. Talieh and Dr. Fung that he was fully qualified. Dr.
2 Fung refused to do this, and he disparaged Dr. Noble by stating that because vascular
3 surgery cases are highly litigious, and he did not want to “go down” because of a mistake
4 Dr. Noble might make. As Dr. Fung did not permit Dr. Noble to even assist on a surgery,
5 it was clear that he had no intention of allowing Dr. Noble to be the primary surgeon on
6 any significant case or to ever have a normal “on call” schedule or otherwise build the
7 professional practice promised to him when he was recruited.
8

9 66. Dr. Fung and Dr. Talieh deprived Dr. Noble of Emergency Room call for
10 his entire 1.5-year tenure, even though Dr. Noble had full privileges at Sutter Memorial
11 Medical Center Modesto. This was a gross violation of Dr. Noble’s rights as a physician
12 that impugned his reputation and demonstrated that he was singled out for mistreatment by
13 Dr. Fung. Emergency Room call is an essential practice-building mechanism for
14 cardiothoracic surgeons. This exclusion directly contributed to Dr. Noble’s difficulty
15 building his practice, as well as isolating him even further professionally. It kept him from
16 developing professional relationships with ER doctors and receiving referrals from them.
17

18 67. Dr. Noble repeatedly reached out to those in leadership positions at the
19 hospital and Sutter Gould to discuss the issues he was facing.
20

21 68. Dr. Noble had conversations with Dr. David Roberts, the Regional
22 Medical Director of Cardiovascular Services at Sutter Health Sacramento, regarding
23 concerns with on-boarding, his inability to take calls, the lack of support he was
24 receiving, and the overall racism he encountered.
25

26 69. Dr. Noble spoke with Chris Rogers, the Operations Director of Surgical
27 Care, about the treatment he was facing had on his career.
28

1 70. Dr. Noble spoke with Dr. Bruce Lavery, the Sutter MMC Chief Medical
2 Officer, regarding the lack of cardiac cases and the effect on both his career and the
3 quality of care for patients at the institution.
4

5 71. Dr. Noble spoke with Richard Leal, Gould's Director of Growth and
6 Strategy, about these same issues.

7 72. Because Dr. Noble was kept from building a practice and presence at
8 Sutter Memorial and within Sutter Gould, Dr. Fung continued to monopolize the
9 department, and complication rates remained high. Thus, as a direct result of this
10 discrimination, patients were deprived of the best possible cardiothoracic care.
11

12 73. On March 8, 2019, Dr. Noble even reached out to Todd Smith, Gould's
13 Medical Director, to schedule a meeting, which ultimately took place on April 19, 2019. At
14 this meeting, Dr. Noble addressed these many issues including the specific fact that Dr.
15 Fung, individually and through his wife, were perpetuating inequitable referral patterns, and
16 as a result Dr. Noble had low surgical volume and a lack of meaningful surgeries that were
17 reassigned, lower-level surgical teams and other matters including inadequate surgery room
18 equipment. Nothing was done to remediate the discrimination and disparate treatment Dr.
19 Noble received or to address Dr. Noble's concern about the quality of patient care.
20

21 74. Dr. Noble also recognized that Dr. Fung was lobbying his friends in the
22 anesthesia department to gossip about and disparage Dr. Noble. There was literally a
23 group of doctors who, deliberately and in concert with each other, were undermining Dr.
24 Noble's career.
25

26 75. Despite Dr. Noble's many conversations with supervisors, nothing was done
27 to alleviate the discrimination and obstructions. In fact, it got worse.
28

1 76. In the Spring of 2019, Dr. Noble faced yet another arbitrary reduction of
2 his role in performing cardiac cases. This was done by cardiologist, Dr. Amar Pohwani,
3 and an anesthesiologist, Dr. Linda Hormozi, both of whom relied financially on their
4 relationship with Dr. Fung.
5

6 77. Both of these physicians received their medical degrees from non-U.S.
7 based facilities. In fact, Dr. Hormozi's school was a for-profit, low prestige medical
8 school in Barbados. Their lack of academic qualification made them highly vulnerable and
9 in low demand in the medical community. They protected their jobs by supporting Dr.
10 Fung's racist attacks against Dr. Noble to an extreme degree.
11

12 78. On March 21, 2019, Dr. Hormozi was the anesthesiologist of record for a
13 procedure Noble was scheduled to perform. However, she refused to put the patient to
14 sleep, citing baseless and illegitimate concerns over Dr. Noble's privileges to perform the
15 procedure. Her actions constituted patient abandonment.
16

17 79. Soon thereafter, Dr. Talieh informed Dr. Noble about a so-called "letter of
18 concern" from the anesthesia department about Dr. Noble's clinical abilities. This
19 signaled to Dr. Noble that "the gloves were off" and that the full onslaught had begun.
20 But as shown below, Sutter Gould kept Dr. Noble a captive at Sutter Gould, and he had to
21 endure the attacks without the ability to ever face his attackers or leave. Dr. Noble spoke
22 with the anesthesiology chief, who said this "letter of concern" was not in fact a letter, but
23 rather a list of patient names and cases that needed to be reviewed. Dr. Noble never saw
24 any 'letter of concern,' or any list of patients. Ultimately, neither Sutter Health Memorial
25 nor Sutter Gould ever proved that Dr. Noble's care was in any way substandard. To the
26 contrary, the statistics showed Dr. Noble's quality of care was better than any other
27
28

1 surgeon in his specialty at Sutter Gould.

2 80. This supposed list, with Dr. Fung's knowledge and approval, was forwarded
3 to the Quality and Safety Department at Sutter Gould. Despite this attack, Dr. Noble
4 attempted to work within Sutter Gould to deal with what was happening to him.
5

6 81. Dr. Noble spoke with the Anesthesia Department Chair to address his
7 concerns about the lack of transparency around this "letter" – which could affect patient
8 care and his reputation. No matter who he spoke to, the person listened and nothing was
9 done to address Dr. Noble's questions or concerns. Dr. Noble was like James Baldwin's
10 Invisible Man.
11

12 82. Dr. Noble reached out to Dr. Fung in an effort to discuss the matter, but
13 Dr. Noble was not even given an appointment to speak with Dr. Fung. He was ignored.
14

15 83. In May 2019, Dr. Noble was locked into working at Gould and could
16 not leave without destroying his career, due to the threat of a National Practitioner
17 Data Bank Report. (The National Practitioner Data Bank is a centralized registry of
18 doctors with malpractice or disciplinary histories. Every physician employer,
19 hospital, or health plan is required by law to check the Data Bank before
20 credentialing a doctor. It has the power to ruin a doctor's career (45 C.F.R. § 60.17).
21 Under Data Bank guidelines, a physician who resigns while under a PIP or under
22 investigation must be reported.)
23

24 84. Therefore, once the letter of concern was written, Dr. Noble was in the
25 process of being frozen at Gould. Days later, he was notified by Sutter Memorials Quality and
26 Safety Department that seven of his cases from Dr. Fung's department were under review.
27 At this stage, Dr. Noble was trapped. He could not resign without being reported. Dr. Fung
28

1 and Gould could abuse him to their heart's content, and he had to endure it.

2 85. There was no basis for the complaints against Dr. Noble, and they were
3 not filed for any purpose other than to trap Dr. Noble and subject him to discrimination
4 and abuse.
5

6 86. Meanwhile, the degradation of Dr. Noble's career increased. Just four
7 days after the charges went forward, the schedule for TAVR procedures was changed.
8 (TAVR is a way of inserting an artificial valve into a damaged heart valve without
9 removing it.) TAVR was a critical portion of Dr. Noble's training at Ohio State
10 University, and he stayed current and proficient in techniques during his time in the Navy
11 working with one of the highest-volume community programs in the Mid-Atlantic region
12 Sentara Norfolk General Hospital. Despite having more skill and training in TAVR
13 procedures than Dr. Fung, Dr. Noble was removed from the TAVR schedule and
14 replaced by Dr. Fung.
15

16 87. Even when Dr. Noble was allowed to perform TAVR, he was attacked.
17 The most gross attacks were perpetrated by non-Black doctors who graduated from
18 marginal medical schools and who were therefore highly dependent upon Dr. Fung and
19 Dr. Talieh. In this case August 13, 2019, Nurse Practitioner Mari Rossini, the NP-
20 Program Coordinator of the Structural Heart Clinic at MMC, decided that Dr. Noble
21 needed a proctor during TAVR surgery. Nurses have no authority to make proctoring
22 decisions. Only doctors may do so through medical staff processes laid out in the medical
23 staff bylaws.
24

25 88. Sutter Gould parlayed these baseless attacks on Dr. Noble to their financial
26 advantage. On September 4, 2019, Dr. Noble was notified that his salary would be cut by 23
27
28

1 percent, putting his earnings below the 25th percentile of what a cardiothoracic surgeon
2 normally makes. No justification was provided.

3 89. In an attempt to understand this abrupt salary reduction, Dr. Noble met with
4 Dr. Peterson on September 25, 2019. Dr. Peterson told him that although his “compensation
5 is guaranteed, the amount is not.” He further stated that the Physician Compensation
6 Committee based its decisions on “metrics” and “expectations,” which were never conveyed
7 to Dr. Noble. Unbeknownst to Dr. Noble, Dr. Fung and Dr. Talieh were members of the
8 Physicians Compensation Committee.
9

10 90. Dr. Noble’s ability to meet any metrics or expectations had been crushed by
11 the discriminatory abuses of Dr. Fung and Dr. Talieh. One metric which appears not to have
12 been considered was the success rate in surgery, for which Dr. Noble met national standards
13 while Dr. Fung and the other surgeons did not.
14

15 91. On September 29, 2019, Dr. Talieh tried to coerce Dr. Noble into
16 “voluntarily” agreeing to a Performance Improvement Plan (“PIP”). This agreement
17 would require Dr. Noble not to exercise vascular surgery privileges and to agree to
18 concurrent proctoring on all cardiac and thoracic cases for six (6) months, complete a
19 master’s Course in vascular surgery within six (6) months, and, at the end of the six-
20 month period, a committee would reevaluate his progress.
21

22 92. The “PIP” was a trap. Any resignation during the pendency of a PIP is
23 considered a “resignation while under investigation” and is reportable to the National
24 Data Base. If Dr. Noble had agreed to the PIP, he would have admitted the correctness of
25 the racially motivated false assessments of his skills.
26

27 93. Dr. Noble refused the to sign PIP.
28

1 94. On October 8, 2019, Dr. Noble received a letter from Dr. Kanthi Kiran, the
2 Chief of Staff, and an Emergency Room physician. Dr. Kiran notified him that the
3 Medical Executive Committee had initiated an investigation into the six remaining cases
4 under review. This committee was formed without any input from Dr. Noble. This same
5 letter inaccurately claimed that Dr. Noble had agreed to a PIP plan.
6

7 95. Dr. Noble hired an attorney and notified Sutter Gould via email that Dr.
8 Noble had not agreed to be “voluntarily proctored on all cases.”
9

10 96. The “investigation” purported to focus on patient safety even though, at this
11 time Memorial had very poor outcome and complication rates compared to national
12 averages because of its reliance on Dr. Fung (See Exhibit K).

13 97. Sutter Memorial’s mean and median cardiopulmonary bypass time was
14 approximately 40% longer than the national average. The longer the bypass time, the
15 more the patient is exposed to complications and even death.
16

17 98. A recognized sign of complication is whether the patient has to come
18 back to the hospital within thirty days. Sutter Memorial’s thirty-day readmission rate
19 for cardiothoracic cases was approximately twice the national average. Likewise, other
20 measurements of cardiothoracic surgeries at Sutter Memorial were abysmal.

21 99. Dr. Noble’s numbers were much higher and in line with the national
22 average. Most of the national statistics drawn from university hospitals and major heart
23 centers. Dr. Noble’s statistics were a remarkable accomplishment given the substandard
24 physical facility and second-rate support teams at Sutter Memorial provided to him and his
25 patients.
26

27 100. Incredibly, on December 5, 2019 Dr. Peterson announced that Dr.
28

1 Noble's salary was being reduced again. In less than one year his salary had been cut
2 by 60%. This made Dr. Noble the lowest paid full-time cardiothoracic surgeon in the
3 country.

4
5 101. The compensation "committee" imposing these cuts included Dr. Fung
6 and Dr. Talieh. The cuts to Dr. Noble's salary increased their income by reducing his
7 payout. They also benefited economically by shifting his work to themselves.

8 102. Dr. Noble's contract, Exhibit C, has his salary set out in attachment A-
9 1. It allows salary adjustments once a year, so these multiple cuts were contrary to the
10 contract. But Dr. Noble could not resign because he was "under investigation". Almost
11 any indignity had to be endured.

12
13 103. Specifically, the contract document states in part that "... a
14 compensation review maybe conducted after one year of employment and/or annually
15 thereafter during any extended term of this Agreement. Any change in compensation
16 will be based on Employee's level of activity and commitment to employer, as well as
17 considerations of quality service." However, Defendants were doing everything
18 possible to limit Dr. Noble's "activity" and Dr. Noble's complaints about the
19 discriminatory treatment he was suffering were viewed as disloyal or lacking in
20 "commitment to the employer." In cutting Dr. Noble's salary, the Compensation
21 Committee disregarded the fact that Dr. Noble's quality of care exceeded that of other
22 Sutter Gould surgeons in his specialty.

23
24
25 104. Ultimately, Dr. Noble was made to suffer through nearly ten months of
26 abuse while the peer review was pending. It ended in February 2020 and his coerced
27 servitude was ended.

1 105. In March 2020, Dr. Noble was finally able to resign from Sutter Gould and
2 the
3 medical staff of Sutter Memorial.
4

5 106. Defendants' wrongful conduct herein caused Plaintiff to suffer and incur
6 general damages, special damages, and attorney's fees (as damage items). Plaintiff prays
7 for these items as part of his damages.

8 107. Plaintiff further seeks attorney's fees for prosecuting this action,
9 attorney's fees as allowed by statute, such costs, multipliers, statutory remedies, and other
10 relief as allowed by law and/or statute.
11

12 108. Defendants' actions were oppressive, fraudulent, and malicious. Whereby
13 Plaintiff seeks punitive damages within this case.

14 **EXHAUSTION OF REMEDIES**

15 109. Dr. Noble has exhausted all internal remedies required by Defendants'
16 employment contract or bylaws.
17

18 110. Exhibit L is a "Right to Sue" letter from the DFEH evidencing the
19 compliance with the administrative process that is a condition precedent to the right to sue
20 on that count.
21

22 **COUNT 1**
23 **(U.S.C. 1981)**

24 111. Plaintiff realleges paragraphs 1-110 of this complaint as if set forth fully
25 herein.

26 112. Plaintiff is a member of a protected class under 42 U.S.C. 1981 and
27 the conduct alleged herein was motivated by racial bias, animus and prejudice. It was
28

1 designed to harm,damage and impair the contractual rights of Dr. Noble with various
2 entities affecting his livelihood.

3 113. The contracts which were interfered with were his contracts with
4 Sutter Gould and his hospital privileges at Sutter MMC as well as its related Sutter
5 affiliated entities.
6

7 114. Defendants Sutter Gould and Fung interfered and impaired the
8 performance of each of these and their conduct was the direct and but-for cause of the
9 harms and damages alleged herein.
10

11 115. As set forth herein and according to further proof, the conduct of
12 Defendants and each of them constituted harassment, retaliation, discrimination, and
13 interference with the execution of the contracts referenced herein due to race.

14 116. The conduct herein substantially impaired the value of the contracts and
15 further led to the constructive discharge of Dr. Noble from Sutter Gould and constructively
16 forced the termination of his privileges at the hospitals set forth herein.
17

18 117. The policies and practices set forth herein were done with a discriminatory
19 intent.

20 118. Plaintiff seeks general damages, special damages, and punitive damages
21 according to proof; as well as statutory damages according to proof; costs, attorney's
22 fees and such further relief including, but not limited to, injunctive relief as allowed by
23 law. Defendants' misconduct was committed intentionally, in a malicious, despicable,
24 oppressive, fraudulent manner, entitling Plaintiff to punitive damages against Defendants.
25 The conduct was done with a conscious disregard of the rights and interests of Plaintiff
26

27 119. The conduct of each Defendant individually and in concert were malicious,
28

1 oppressive and/or in reckless disregard of the Plaintiff's rights. The conduct was
2 accompanied by ill will, spite and/or for the purpose of injuring the Plaintiff.

3
4 **COUNT 2**
5 **(Violation of FEHA (Government § 12900, et seq.))**
6 **(Race Discrimination)**

7 120. Plaintiff realleges paragraphs 1-110 of this complaint as if set forth fully
8 herein.

9 121. Defendants' conduct, both individually and in deliberate conspiracy to cause
10 harm and/or to violate the law as alleged herein, violated FEHA, Government Code
11 section 12900, et seq., and Defendants committed unlawful employment practices,
12 including by the following bases for liability:

- 13 a. Discharging, barring, refusing to transfer, retain, hire, select,
14 and/or employ, and/or otherwise discriminating against Plaintiff,
15 in whole or in part on the basis of Plaintiff's race, national origin,
16 and/or color, in violation of Government Code section 12940(a);
17
18 b. Harassing Plaintiff and/or creating a hostile work environment, in
19 whole or in part on the basis of Plaintiff's race, national origin,
20 and/or color, in violation of Government Code section 12940(j);
21
22 c. Failing to take all reasonable steps to prevent discrimination and
23 harassment based on race, in violation of Government Code
24 section 12940(k);
25
26 d. Retaliating against Plaintiff for seeking to exercise rights
27 guaranteed under FEHA and/or opposing Defendants' failure to
28 provide such rights, in violation of Government Code section

12940(h).

122. As a proximate result of Defendants' willful, knowing, and intentional discrimination against Plaintiff, Plaintiff has sustained and continues to sustain substantial losses of earnings and other employment benefits.

123. As a proximate result of Defendants' willful, knowing, and intentional discrimination against Plaintiff, Plaintiff has suffered and continues to suffer humiliation, emotional distress, and physical and mental pain and anguish, all to his damage in as much according to proof.

124. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.

125. Pursuant to Government Code section 12965(b), Plaintiff is entitled to recover reasonable attorneys' fees and costs (including expert costs) in an amount according to proof.

126. Defendants' misconduct was committed intentionally, in a malicious, despicable, oppressive, fraudulent manner, entitling Plaintiff to punitive damages against Defendants. The conduct was done with a conscious disregard of the rights and interests of Plaintiff.

COUNT 3

Violation of FEHA (Government § 12900, et seq.) (Race Harassment)

127. Plaintiff realleges paragraphs 1-110 of this complaint as if set forth fully herein.

128. Defendants' conduct, both individually and in deliberate conspiracy to cause harm and/or to violate the law as alleged herein.

1 129. Defendants' conduct, as alleged, violated FEHA, Government Code
2 section 12900, et seq., and Defendants committed unlawful employment practices,
3 including by the following bases for liability:
4

- 5 e. Harassing Plaintiff and/or creating a hostile work environment, in
6 whole or in part on the basis of Plaintiff's race, national origin,
7 and/or color, in violation of Government Code section 12940(j);
8 f. Failing to take all reasonable steps to prevent discrimination,
9 harassment, and retaliation based on race, national origin, and/or
10 color, in violation of Government Code section 12940(k)
11

12 130. As a proximate result of Defendants' willful, knowing, and
13 intentional harassment of Plaintiff, Plaintiff has sustained and continues to
14 sustain substantial losses of earnings and other employment benefits.
15

16 131. As a proximate result of Defendants' willful, knowing, and intentional
17 harassment of Plaintiff, Plaintiff has suffered and continues to suffer humiliation,
18 emotional distress, and physical and mental pain and anguish, all to his damage in a sum
19 according to proof.

20 132. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.
21

22 133. Pursuant to Government Code section 12965(b), Plaintiff is entitled
23 to recover reasonable attorneys' fees and costs (including expert costs) in an
24 amount according to proof.

25 134. Defendants' misconduct was committed intentionally, in a malicious,
26 despicable, oppressive, fraudulent manner, entitling Plaintiff to punitive damages
27 against Defendants.
28

COUNT 4

**Violation of FEHA (Government Code § 12940(k))
(Failure to Prevent Discrimination, Harassment, and
Retaliation)**

135. Plaintiff realleges paragraphs 1-110 of this complaint as if set forth fully herein.

136. Defendants' conduct, both individually and in deliberate conspiracy to cause harm and/or to violate the law as alleged herein.

137. At all times herein mentioned, FEHA, Government Code section 12940(k), was in full force and effect and was binding on Defendants. This statute states that it is an unlawful employment practice in California for an employer "to fail to take all reasonable steps necessary to prevent discrimination and harassment from occurring." Prior to filing the instant Complaint, Plaintiff filed a timely administrative charge with the DFEH and received a right-to-sue letter.

138. During the course of Plaintiff's employment, Defendants failed to prevent their employees from engaging in intentional actions that resulted in Plaintiff's being treated less favorably because of Plaintiff's protected status. During the course of Plaintiff's employment, Defendants failed to prevent their employees from engaging in unjustified employment practices against employees in such protected class and/or other protected classes as well as Plaintiff's protected class. During the course of Plaintiff's employment, Defendants failed to prevent a pattern and practice by their employees of intentional discrimination and harassment on the bases of race, national origin, color, sexual orientation, marital status, and/or other protected statuses or protected activities.

139. Plaintiff believes and on that basis alleges that his race and/or other protected status and/or protected activity were substantial motivating factors in Defendants' employees' discrimination against and harassment of him.

140. As a proximate result of Defendants' willful, knowing, and intentional misconduct, Plaintiff has sustained and continues to sustain substantial losses of earnings and other employment benefits.

141. As a proximate result of Defendants' willful, knowing, and intentional misconduct, Plaintiff has suffered and continues to suffer humiliation, emotional distress, and physical and mental pain and anguish, all to his damage in a sum according to proof.

142. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.

143. Pursuant to Government Code section 12965(b), Plaintiff is entitled to recover reason-able attorneys' fees and costs (including expert costs) in an amount according to proof.

144. Defendants' misconduct was committed intentionally, in a malicious, despicable, oppressive, fraudulent manner, entitling Plaintiff to punitive damages against Defendants.

COUNT 5
Wrongful Constructive Termination of Employment in Violation of Public Policy
(LaborCode § 1102.5; FEHA, Government Code § 12900, et seq.)

145. Plaintiff realleges paragraphs 1-110 of this complaint as if set forth fully herein.

146. Defendants' conduct, both individually and in deliberate conspiracy to cause harm and/or to violate the law as alleged herein.

147. Defendants constructively terminated Plaintiff's employment in violation of various fundamental public policies underlying both state and federal laws. Specifically, Plaintiff's employment was terminated in part because of his protected status, including his race, and his complaints about inappropriate and unfair practices. These actions were in violation of FEHA, the California Constitution, and California Labor Code section 1102.5.

148. As a proximate result of Defendants' wrongful constructive termination of Plaintiff's employment in violation of fundamental public policies, Plaintiff has suffered and continues to suffer humiliation, emotional distress, and mental and physical pain and anguish, all to his damage in a sum according to proof.

149. As a result of Defendants' wrongful termination of his employment, Plaintiff has suffered general and special damages in sums according to proof.

150. Defendants' wrongful constructive termination of Plaintiff's employment was done intentionally, in a malicious, fraudulent, oppressive, fraudulent manner, entitling Plaintiff to punitive damages.

151. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.

152. Pursuant to Code of Civil Procedure sections 1021.5 and 1032, et seq., Plaintiff is entitled to recover reasonable attorneys' fees and costs in an amount according to proof.

COUNT 6
Violation of FEHA (Government Code § 12900, et seq.)
(Retaliation for Engaging in Protected Activity)

153. Plaintiff realleges paragraphs 1-110 of this complaint as if set forth fully

herein.

154. Defendants' conduct, both individually and in deliberate conspiracy to cause harm and/or to violate the law as alleged herein Plaintiff's complaints to Defendants about harassment, race and abusive treatment is protected by FEHA, Government Code section 12900, et seq. These protected matters/conduct were motivating factors in Defendants' decision not to support, train, to cut pay and to otherwise diminish the job and employment of and/or to take the various other adverse employment actions, including constructive employment termination, against Plaintiff.

155. Defendants' conduct, as alleged, violated FEHA, Government Code section 12900, et seq., and Defendants committed unlawful employment practices, including by the following, separate bases for liability:

- g. Barring, discharging, refusing to transfer, retain, hire, select, and/or employ, and/or otherwise discriminating against Plaintiff, in whole or in part on the basis of Plaintiff's actual and/or perceived sexual orientation, marital status, race, and/or other protected characteristics, in violation of Government Code section 12940(a);
- h. Retaliating against Plaintiff for his complaints to Defendants about the harassment he was experiencing by taking adverse employment actions against him, in violation of Government Code section 12940(f);
- i. Harassing Plaintiff and/or creating a hostile work environment, in whole or in part on the basis of Plaintiff's actual and/or perceived sexual orientation, marital status, race, and/or other protected characteristics, in

violation of Government Code section 12940(j);

j. Failing to take all reasonable steps to prevent discrimination, harassment, and retaliation on the basis of actual and/or perceived sexual orientation, marital status, and race, in violation of Government Code section 12940(k);

k. Retaliating against Plaintiff for seeking to exercise rights guaranteed under FEHA and/or opposing Defendant's failure to recognize such rights, including the right to be free of discrimination, in violation of Government Code section 12940(h).

156. As a proximate result of Defendants' willful, knowing, and intentional discrimination against Plaintiff, Plaintiff has sustained and continues to sustain substantial losses of earnings and other employment benefits.

157. As a proximate result of Defendants' willful, knowing, and intentional discrimination against Plaintiff, Plaintiff has suffered and continues to suffer humiliation, emotional distress, and physical and mental pain and anguish, all to his damage in a sum according to proof.

158. Defendants' misconduct was committed intentionally, in a malicious, despicable, oppressive, fraudulent manner, entitling Plaintiff to punitive damages against Defendants.

159. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.

160. Pursuant to Government Code section 12965(b), Plaintiff is entitled to recover reasonable attorneys' fees and costs (including expert costs) in an amount

1 according to proof.

2 **COUNT 7**

3 **Violations of Labor Code § 1102.5, et seq**

4 161. Plaintiff realleges paragraphs 1-110 of this complaint as if set forth fully
5 herein.

6 162. Defendants' conduct, both individually and in deliberate conspiracy to
7 cause harm and/or to violate the law as alleged herein.
8

9 163. At all relevant times, Labor Code section 1102.5 was in effect and was
10 binding
11 on Defendants. This statute prohibits Defendants from retaliating against any employee,
12 including Plaintiff, for raising complaints of illegality.
13

14 164. Plaintiff raised complaints of illegality while he worked for
15 Defendants, and Defendants retaliated against him by discriminating against him,
16 harassing him, and taking adverse employment actions, including employment
17 termination, against him.

18 165. As a proximate result of Defendants' willful, knowing, and
19 intentional violations of Labor Code section 1102.5, Plaintiff has suffered and continues
20 to suffer humiliation, emotional distress, and mental and physical pain and anguish, all to
21 his damage in a sum according to proof.
22

23 166. As a result of Defendants' adverse employment actions against
24 Plaintiff, Plaintiff has suffered general and special damages in sums according to proof.
25

26 167. Defendants' misconduct was committed intentionally, in a malicious,
27 oppressive, fraudulent manner, entitling Plaintiff to punitive damages against Defendants.
28

COUNT 8

CALIFORNIA EQUAL PAY ACT
California Labor Code § 1197.5, et seq

168. Plaintiff realleges paragraphs 1-110 of this complaint as if set forth fully herein.

169. Defendants' conduct, both individually and in deliberate conspiracy to cause harm and/or to violate the law as alleged herein.

170. Plaintiff suffered harm as defined by California Labor Code § 1197.5, et seq. by paying receiving pay and benefits less than similarly situated and/or lesser qualified physicians who performed the same or substantially similar work when viewed as a composite of skill, effort, and responsibility, and which were performed under SUTTER GOULD so discriminated by subjecting Dr. Noble to discriminatory pay, pay cuts, and discriminatory denials of bonuses, promotions and other advancement opportunities including training, promotion, on-call shifts, proper staffing and other matters set forth herein, each individually and as an aggregate, would have resulted in higher compensation.

171. SUTTER GOULD caused, attempted to cause, contributed to, or caused the continuation of, the wage rate discrimination based on race in violation of the California Fair Pay Act. Moreover, SUTTER GOULD willfully violated the California Fair Pay Act by intentionally, knowingly, and deliberately paying Plaintiff less than similarly-situated physicians.

172. As a result of Sutter Gould's knowing and intentional discrimination, Plaintiff has suffered and will continue to suffer harm, including but not limited to, lost earnings, lost benefits, and other financial loss, as well as noneconomic damages.

173. Plaintiff is therefore entitled to all legal and equitable remedies,

1 including but not limited to compensatory damages, and liquidated damages as provided
2 by law.

3 174. Attorneys' fees should be awarded under California Labor Code § 1197.5.
4

5 **COUNT 9**
6 **Discrimination and Retaliation: Health and Safety Code §**
7 **1278.5**

8 175. Plaintiff realleges paragraphs 1-110 of this complaint as if set forth fully
9 herein.

10 176. Dr. Noble repeatedly stated his concerns to both the administration and
11 medical staff of Sutter Memorial and the management of Sutter Gould, and to Drs. Fung and
12 Talieh, regarding significant patient safety issues, including but not limited to: Sutter
13 Memorial's use of antiquated surgical equipment, its refusal to update their OR as promised
14 to Dr. Noble, the assignment of physicians and OR staff with inferior skills to his surgical
15 team whose lack of skills and training endangered patient safety, and the concerted efforts
16 by Defendants to route patients to Dr. Fung even though he was provably a surgeon with
17 worse outcomes than Dr. Noble.
18

19 177. Defendants ignored Dr. Noble's complaints, suggestions, and efforts to
20 improve patients safety and the quality of care.

21 178. Instead, as set forth herein, Defendants directly and indirectly discriminated
22 and retaliated against Dr. Noble because of his complaints, grievances, and reports to
23 Defendants.
24

25 179. Said discrimination and retaliation occurred within 120 days of Dr. Noble's
26 constructive discharge from Sutter Gould and his constructive forced resignation from Sutter
27 Memorial.
28

1 180. Said discrimination and retaliation included Dr. Noble's constructive
2 discharge, his forced resignation from the Sutter Memorial Medical staff, his demotion at
3 Sutter Gould, the diminishment of his privileges at Sutter Memorial, and the multiple
4 breaches of his employment agreement with Sutter Gould and the covenant of good faith
5 implied therein.
6

7 181. Wherefore, Plaintiff is entitled to \$25,000 in civil penalties, reinstatement,
8 reimbursement of his lost wages and work benefits, and the legal costs associated with
9 pursuing this case.
10

11 **COUNT 10**
12 **Intentional Infliction of Emotional Distress**

13 182. Plaintiff realleges paragraphs 1-110 of this complaint as if set forth fully
14 herein.

15 183. Defendants' conduct, both individually and in deliberate conspiracy to
16 cause harm and/or to violate the law as alleged herein.

17 184. Defendants' discriminatory, harassing, and retaliatory actions against
18 Plaintiff constituted severe and outrageous misconduct and caused Plaintiff extreme
19 emotional distress.
20

21 185. Defendants were aware that treating Plaintiff in the manner alleged
22 above, including depriving Plaintiff of his livelihood, would devastate Plaintiff and cause
23 him extreme hardship.

24 186. As a proximate result of Defendants' extreme and outrageous conduct,
25 Plaintiff has suffered and continues to suffer severe emotional distress. Plaintiff has
26 sustained and continues to sustain substantial losses of earnings and other employment
27
28

benefits as a result of being emotionally distressed.

187. Defendant Lit Fung personally profited from his abusive conduct directed toward Plaintiff.

188. As a proximate result of Defendants' extreme and outrageous conduct, Plaintiff has suffered and continues to suffer humiliation, emotional distress, and mental and physical pain and anguish, all to his damage in a sum according to proof.

189. Defendants' misconduct was committed intentionally, in a malicious, oppressive, fraudulent manner, entitling Plaintiff to punitive damages.

COUNT 11
Negligent Infliction of Emotional Distress

190. Plaintiff realleges paragraphs 1-110 of this complaint as if set forth fully herein.

191. Defendants' conduct, both individually and in conspiracy did cause harm to Plaintiff.

192. Defendants were in a special relationship to Plaintiff and were both partners and fiduciaries.

193. Their conduct breached their duties to Plaintiff and caused him the harms alleged in this complaint which include general and special damages.

194. The conduct of Defendants and each of them were negligent and said negligence was a substantial cause of the harms suffered by Plaintiff.

195. The conduct of defendant was wanton, willful, malicious and done with a conscious disregard for the rights, and interests of plaintiff. Therefore, plaintiff is entitled to punitive and exemplary damages.

COUNT 12
(Breach of Contract Against Sutter and Sutter Gould)

196. Plaintiff realleges paragraphs 1-110 of this complaint as if set forth fully herein.

197. Defendants' conduct, both individually and in deliberate conspiracy to cause harm and/or to violate the law as alleged herein.

198. Plaintiff performed each and every term, condition, and requirement of the contract.

199. Sutter participated in Dr. Noble's recruitment and was an implied party to the contract.

200. The conduct set forth herein breached the express terms of the contract.

201. The breaches by Defendant were continuing and material both individually and considered as a whole.

202. The contract contained a covenant of good faith and fair dealing implied by law.

203. The conduct herein breached that covenant and among the other damages set forth herein caused him to incur attorney's fees as special items of damage as allowed by law.

COUNT 13
**(Deliberate Inducement to Breach
Contract)**
(Against Defendant Lit K. Fung only)

204. Plaintiff realleges paragraphs 1-110 of this complaint as if set forth fully herein.

205. Defendant Lit K. Fung acted both individually and in deliberate conspiracy

1 to cause harm and/or to violate the law as alleged herein. The names and identities of these
2 additional co-conspirators are alleged herein as Does 1-100.

3 206. There was a contract between Sutter Gould and Dr. Noble.

4 207. Lit K. Fung acted with the deliberate intention to cause a breach of the
5 contract between Sutter Gould and MMC and Dr. Noble. He did not merely act
6 intentionally with malice, he acted intentionally with the purpose of causing the breaches
7 of contract and causing harm to Plaintiff.
8

9 208. The conduct of Lit K. Fung alone and in concert with his co-conspirators
10 did in fact cause multiple breaches of the contract by Gould to the detriment of Dr. Noble.
11

12 209. This wrongful conduct of Lit K. Fung and his conspirators both alone and
13 in concert were the substantial cause of harms and damages suffered by Plaintiff.
14

15 **ELECTION OF REMEDIES**
16

17 210. Plaintiff alleges that despite the promises made to sign the contract
18 Gould never intended to promote him, pay him a reasonable salary, develop his skills
19 or engage him as a fully active member of the Gould medical team. The contract was
20 induced by fraud and Plaintiff hereby exercises his right to declare the contract null and
21 void and pursue his damages in tort. Alternatively, a breach of contract count has been
22 pled.
23

24 **PRAYER FOR RELIEF**

25 Wherefore, Plaintiff prays for relief as follows:

26 **Count 1**
27 **(42 U.S.C.1981)**

28 1. General damages according to proof;

2. Special damages according to proof;
3. Statutory remedies;
4. Punitive and exemplary damages;
5. Attorney's fees and costs according to proof;
6. Injunctive and equitable relief as the Court deems proper;
7. Such other and further relief as the Court deems proper.

Count 2
(Violation of FEHA (Government § 12900, et seq.)
(Race Discrimination)

1. General damages according to proof;
2. Special damages according to proof;
3. Statutory remedies;
4. Punitive and exemplary damages;
5. Attorney's fees and costs according to proof;
6. Injunctive and equitable relief as the Court deems proper;
7. Such other and further relief as the Court deems proper.

Count 3
Violation of FEHA (Government § 12900, et seq.) (Race Harassment)

1. General damages according to proof;
2. Special damages according to proof;
3. Statutory remedies;
4. Punitive and exemplary damages;
5. Attorney's fees and costs according to proof;

6. Injunctive and equitable relief as the Court deems proper;
7. Such other and further relief as the Court deems proper.

Count 4

**Violation of FEHA (Government Code § 12940(k)
(Failure to Prevent Discrimination, Harassment, and Retaliation)**

1. General damages according to proof;
2. Special damages according to proof;
3. Statutory remedies;
4. Punitive and exemplary damages;
5. Attorney's fees and costs according to proof;
6. Injunctive and equitable relief as the Court deems proper;
7. Such other and further relief as the Court deems proper.

Count 5

**Wrongful Constructive Termination of Employment in Violation of Public Policy
(Labor
Code § 1102.5; FEHA, Government Code § 12900, et seq.)**

1. General damages according to proof;
2. Special damages according to proof;
3. Statutory remedies;
4. Punitive and exemplary damages;
5. Attorney's fees and costs according to proof;
6. Injunctive and equitable relief as the Court deems proper;
7. Such other and further relief as the Court deems proper.

Count 7

Violations of Labor Code § 1102.5, et seq

1. General damages according to proof;
2. Special damages according to proof;
3. Statutory remedies;
4. Punitive and exemplary damages;
5. Attorney's fees and costs according to proof;
6. Injunctive and equitable relief as the Court deems proper;
7. Such other and further relief as the Court deems proper.

Count 8
CALIFORNIA EQUAL PAY ACT
California Labor Code § 1197.5, et seq

1. General damages according to proof;
2. Special damages according to proof;
3. Statutory remedies;
4. Punitive and exemplary damages;
5. Attorney's fees and costs according to proof;
6. Injunctive and equitable relief as the Court deems proper;
7. Such other and further relief as the Court deems proper.

Count 9
Intentional Infliction of Emotional Distress

1. General damages according to proof;
2. Special damages according to proof;
3. Punitive and exemplary damages;
4. Such other and further relief as the Court deems proper.

Count 10
Negligent Infliction of Emotional Distress

1. General damages according to proof;
2. Special damages according to proof;
3. Punitive and exemplary damages;
4. Such other and further relief as the Court deems proper.

Count 11
(Breach of Contract Against Gould Only)

1. General damages according to proof;
2. Special damages according to proof;
3. Such other and further relief as the Court deems proper.

Count 12
(Deliberate Inducement to Breach Contract)
(Against Defendant Lit K. Fung only)

1. General damages according to proof;
2. Special damages according to proof;
3. Punitive and exemplary damages;
4. Such other and further relief as the Court deems proper.

Dated: 10th day of August, 2021

/s/ DANIEL HOROWITZ
(SBN: 92400)
LAW OFFICE OF DANIEL HOROWITZ
Attorney for Plaintiff

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CHARLES BOND (SBN: 60611)
PHYSICIANS' ADVOCATES
Attorney for Plaintiff

EXHIBIT A TO COMPLAINT



Stephen L. Noble, M.D. FACS

PRESENT POSITIONS

Thoracic Surgeon
Chesapeake Regional Medical Center
Chesapeake, VA
February 2021 - present

CEO/Founder
Physician/cardi thoracic surgeon/healthcare consultant
Noble Link LLC
Portland, OR
2013 - present

EDUCATION AND GRADUATE MEDICAL EDUCATION

Cardiothoracic Surgery Fellowship
The Ohio State University
2013 – 2015

Oregon Health and Sciences University (OHSU)
General Surgery internship and residency
2006 – 2011

Indiana University School of Medicine
Medical Degree Conferred – June 2006

Indiana University School of Medicine
Master of Science in Medical Sciences
2000 – 2001

Xavier University, of Louisiana
Bachelor of Science – May 2000

LICENSURE AND CERTIFICATION

NPI: 1861697278
Oregon: MD153461 (active)
Exp: 12/31/20201
Virginia: 0101258824 (active)
Exp: 4/30/2022
American Board of Thoracic Surgeons
Board Certified (Certificate Number: 8351) exp - 12/31/2027

Stephen L. Noble, M.D.

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BLS, ACLS and ATLS certified – exp 2021

PROFESSIONAL EXPERIENCE

Military:

Staff Cardiothoracic Surgeon and Assistant Professor

Naval Medical Center Portsmouth (NMCP)

620 John Paul Jones Circle

Portsmouth, VA 23708

July 2015 – July 2018

- Provided cardiothoracic surgical care to active duty service members and eligible veterans of the Hampton Roads, Virginia area.
- Participated in the graduate medical education and training of the surgical house officers and teaching USUHS medical students and other medical students assigned to Naval Medical Center Portsmouth.
- Established the Adult Robotic Thoracic Surgery program performing the first robotic thoracic surgical procedures at the institution.

Cardiothoracic/Trauma Surgeon

NATO Role 3 Multinational Medical Unit (MMU)

Kandahar Airfield, Afghanistan

APO, AE 09355

October 2016-April 2017

- Served as the General and Cardiothoracic Surgeon during the deployment to the NATO Role 3 Multinational Medical Unit.
- Performed life-saving surgery on over 81 critically injured casualties, which encompassed 157 operations including five complex lung resections, which directly contributed to a 99 per cent patient survival rate.
- As Morbidity and Mortality coordinator led the primary clinical quality assurance program to ensure the highest standards of care in a forward clinical war effort.
- Served as the NATO Role 3 MMU Simulation Center Co-Director, authoring the standard operating procedure for its inception, researched and procured over \$200,000 of state of the art simulation cadavers to be used for critical skill maintenance and training.

Staff Physician and Surgeon

Naval Hospital Twentynine Palms (NHTP)

1145 Sturgis Rd

Twentynine Palms, CA 92278

August 2011- June 2013

- Provided general surgical care to active duty service members, their families and eligible veterans of the Marine Corps Air Ground Combat Center, one of the largest military training installations in the country.

Organizational:

Founder, CEO

Noble Link, LLC

Medical Consulting

2240 NE 166 Dr

Portland, OR 97230

2013 – present

- Providing locum tenens cardiothoracic surgical services to hospitals and surgical practices.
- Medical expert delivering consulting services to businesses and organizations seeking medical advice regarding healthcare topics, medical devices and medical products.

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- Assist organizations with strategic development and operational management of health related services.
- Subject matter expert in cardiovascular diseases, lung cancer, surgical treatment and management of diseases within the chest, clinical devices including robotic-assisted thoracic surgery, healthcare disparities.

Lead Medical Advisor
Live Chair Health
6700 Alexander Bell Drive
Suite 200
Columbia, MD 21046
January 2020 - present.

- Live Chair Health (LCH) is a healthcare startup company that engages hair care professionals to become actively engaged in improving the health of their clients. As the clinical leader within the organization duties performed include but are not limited to: providing medical expertise to the leadership of LCH; actively engaged in the development of strategic plans of the organization; provide leadership for the Brain Trust, the medical advisory board of LCH; map unmet needs and draft plans with partner organizations for filling service gaps.
- Responsible for raising over \$650K in capital committed to addressing healthcare disparities in communities of color.

Cardiothoracic Surgeon
Providence Olympia Cardiac Surgery
Providence Health and Services
525 Lilly Road NE, Suite 200
Olympia, WA 98506
May 2020 - November 2020

- Provider of cardiac and thoracic surgical services at Providence St. Peter's Hospital, a 390 bed hospital and Level 3 Trauma center. Performed institution's and the city's first robotic-assisted lobectomy for lung cancer.

Cardiovascular and Thoracic Surgeon
Sutter Gould Medical Foundation
1501 Oakdale Rd
Suite 218
Modesto, CA 95355
September 2018 – April 2020

- Provider of cardiovascular and thoracic surgical services primarily at Memorial Medical Center, a 400+ bed hospital and Level 2 Trauma center. In addition to performing the full array of cardiovascular and thoracic surgical services, practice included performing robotic-assisted thoracic surgery and transcatheter aortic valve replacement (TAVR). Led development and implementation of the Lung Nodule Board, a lung cancer screening program charged with diagnosing and treating lung cancer at the earliest stage possible.
- Performed the first robotic-assisted thoracic operation in the Central Valley and was integral in the institution advancing their technological capabilities with the addition of Intuitive Xi robotic systems.

Locus Cardiothoracic Surgeon

Staff Care
Chesapeake Regional Medical Center
736 N. Battlefield Blvd
Chesapeake, VA 23320
February 2021 - Present

-Provide locum tenens coverage for the thoracic surgery service line at Chesapeake Regional Medical Center.

Staff Care

Riverside Regional Medical Center
500 J Clyde Morris Blvd
Newport News, VA 23601
October 2017 – August 2018

-Provided locum tenens coverage for the cardiothoracic surgery service line at Riverside Regional Medical Center.

Bon Secours

Maryview Medical Center
3636 High St.
Portsmouth, VA 23707
April 2018 – July 2018

-Provided locum tenens coverage for the cardiothoracic surgery service line at Maryview Medical Center.

CompHealth

Lourdes Hospital
1530 Lone Oak Road
Paducah, KY 42003
July 2016 – August 2016

-Provided locum tenens coverage for the cardiothoracic surgery service line at Lourdes Hospital.

SCHOLARSHIP

Publications

Group C strep mediastinitis: A case report. Kotora JG, Schmieler EJ, McEvoy CS, **Noble SL**. *Am J Emerg Med*. 2018 Feb 3. pii: S0735-6757(18)30090-1.

CAVH In the Combat Environment: A case report and lessons learned in Southern Afghanistan. Glaser J, Zeman J, Noble S, Fernandez N. *Mil Med*. 2018 Jan1;183(1-2):e167-e171.

Management of an intrapleural foreign body and empyema with video-assisted thoracoscopy. Ezeke C, **Noble S**, Merritt RE. *J Thorac Dis*. 2016 Aug; 8(8): 2231-3.

Myocardial bridging over the left anterior descending artery: Myotomy, bypass, or both? Ekeke C, **Noble S**, Mazzaferri E, Crestanello J. *J Thoracic Cardiovasc Surg*. 2015 Apr;149(4):e57-8.

Ethanol-TGF- α -MEK Growth Signaling may promote alcohol associated human hepatocellular carcinoma. Hennig M, Klein P, Matos J, Norris A, **Noble S**, Doyle C, McKillop I, Wiebke E, Schmidt CM. *J Surg Res*. 2009 Jun 15;154(2):187-95. Epub 2008 Dec 13.

Suppression of pancreatic tumor growth by combination chemotherapy with sulindac and LC-1 is associated with cyclin D1 inhibition *in vivo*. Yip-Schneider MT, Wu H, Ralstin M, Yiannoutsos C, Crooks PA, Neelekantan S, **Noble S**, Nakshari H, Sweeney CJ, Schmidt CM. *Mol Cancer Ther* 2007 June 6; 1736.

Poster Conference Presentations

Glaser J, Zeman J, **Noble S**, Fernandez N. CAVH in the Combat Environment: A case report and lessons learned in Southern Afghanistan. *Military Health System Research Symposium, 2017*

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Noble S, Frankhouse J, Johnson N. Integration of Support Services in the Care of Colorectal Cancer in a Community Cancer Program Setting, *Pacific Coast Surgical Association Meeting, 2011*.

ACADEMIC LECTURES AND INVITED PRESENTATIONS GIVEN

"Shooting for the Stars"	Chicago Medical School SNMA Virtual presentation - December 2020.
"Lung Cancer Screening"	Sutter Memorial Health Cancer Symposium 2019 Modesto, CA - October 2019.
"Surgeons Who Serve"	National Medical Association Annual Convention Honolulu, HI - July 2019.
"Robotic Cardiothoracic Surgery"	Mid-Valley Cardiovascular Symposium Modesto, CA - April 2019.
"Strategies For Early Surgical Intervention in Lung Cancer"	Grand Rounds - Memorial Medical Center Modesto, CA - April 2019.
"Wires, Robots, and Machines"	AORN Central Valley Chapter Modesto, CA - February 2019.
"Wires, Robots, and Machines"	Grand Rounds NATO Role 3 MMU Kandahar, Afghanistan - January 2017.
"Acute Myocardial Infarction Management"	Grand Rounds NATO Role 3 MMU Kandahar, Afghanistan - December 2016.
"The Power of the Collective"	Comprehensive Medical Mentoring Program 2016 Honors Program Keynote Speaker Washington, DC - May 2016.
"Pulmonary Hypertension and Cardiovascular Disease"	FMBC Health Ministry Seminar Columbus, OH - April 2015.
"Pulmonary and Heart Diseases"	FMBC Health Ministry Seminar Columbus, OH - April 2014.
"Pulmonary physiology and common diseases"	Eastmoor Academy High School Biomedical Education Program Columbus, OH - November 2013.
Business Readiness Class Guest Teacher.	Self-Enhancement Inc., Portland, OR – 2011.
"Opening Doors: Contemporary African- American Academic Surgeons"	Exhibit presentation Roosevelt High School Portland, OR - 2010.

MEDIA, PUBLIC RELATIONS, AND SPEAKING ENGAGEMENTS

"Covid-19 Vaccine Questions and Hesitancy"	ITRN Radio Politics Podcast May 2021.
"Putting Your Money Where Your Heart Is"	Doctors Eyes Only Podcast

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May 2021.

[“Get to the Heart of the Matter”](#) Let’s Chit Chat - Wellness & Travel Podcast
April 2021.

[“Writing to reach the youth”](#) Black Men In White Coats Podcast
March 2021.

[“The Heart of a Hero: The Dr. Daniel Hale Williams Story”](#) Author
February 2021.

[“Black Men In White Coats”](#) Documentary Associate Producer
February 2021.

[“All In With Esports - Dr. Stephen Noble”](#) All in With Esports Podcast
Jan 2021.

[“Shooting for the Stars”](#) Season 4 Episode 159 Lunch and Learn with Dr. Berry Podcast
September 2020.

[“Touch”](#) Season 5 Episode 8 Black Voices in Healthcare Series*
The Nocturnist Podcast
August 2020.

[“Joy”](#) Season 5 Episode 2 Black Voices In Healthcare Series*
The Nocturnist Podcast
July 2020.

[“The Importance of Keeping Our Diverse Workforce Healthy”](#) Community Conversation
Series
Motus Recruiting and Staffing
June 2020.

[“Fixing the Social Contract with Black America”](#) Black Small Business Association
Virtual Roundtable
June 2020.

[“The Barbershop - A Conversation with Dr. Noble”](#). Black Men in White Coats Podcast
May 2020.

[“House Call: The Medical Professionals Address
Covid-19 and The Black Community”](#) Black Small Business
Association
Virtual Roundtable
April 2020.

“Covid-19 and its effects on our communities: Part 2” Live with Dr. Dawn
Virtual Roundtable
April 2020.

“Preparing for the Future: Living with Covid19” Live with Dr. Dawn
Virtual Interview
April 2020.

[“Covid-19 and its effects on our communities”](#) Live with Dr. Dawn
Virtual Roundtable
March 2020.

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"My Path Through Medicine"	King-Kennedy Center 2020 Black History Production Modesto, CA - February 2020.
"Tobacco, Heart Disease, & Health Disparities in the African/American Ancestry Community"	NAACP Social Justice Forum San Jose, CA - February 2020.
"Health Is Wealth"	NAACP 32nd Annual Convention Annual Health Breakfast Los Angeles, CA - October 2019.
"What Your Doctor Should Tell You About Your Heart"	California Partnership for Access to Treatment Health Education Luncheon Los Angeles, CA - August 2019.
"Take Your Rightful Place"	Keynote Speaker Black Youth Leadership Project 2019 Black Graduation Celebration Sacramento, CA - June 2019.
"Heart Disease and the Role for Pharmaceutical Research"	California and Hawaii State NAACP Chapter Health Luncheon Sacramento, CA - May 2019.
"Lessons for Living a Heart Healthy Life"	Go Red for Women 2019 Luncheon Modesto, CA - April 20
"Matters of the Heart - Heart Disease"	Sutter Heart Education and Training Modesto, CA - February 2019.
"Meet Dr. Stephen Noble"	Black Men in White Coats Podcast Portsmouth, VA - 2018.
"Servant Leadership"	New Hope Church of God in Christ Veterans Day Program Norfolk, VA - November 2017.
"Heart Health"	New Hope Church of God in Christ Health Fair Norfolk, VA - August 2017.
"Medicine and Ministry"	KPDQ Studio radio interview Portland, OR - January 2013.

**Webby Awards Honoree in the Podcasts: Limited-Series & Specials, Diversity & Inclusion category. Hailed as "The Internet's Highest Honor" by The New York Times, The Webby Awards are the leading international awards honoring excellence on the Internet.*

PROFESSIONAL TRAINING

Intuitive Surgical Advanced Thoracic Segmentectomy Course – Portland, OR 2020
Medtronic Evolut Product and Procedure Training – Olympia, WA 2020
Edwards Lifesciences Reconstructive Valve Symposium – New York City, NY 2019
AtriCure Atrial Fibrillation Maze IV Surgical Training Course – Columbus, OH 2014
Aortic Valve and Root Boot Camp – Atlanta, GA 2013
Junior Officer Leadership Development – Naval Hospital Twentynine Palms 2012
Combat Casualty Care Course (C4) – San Antonio, TX – 2012
Diverse Surgeons Initiative (DSI) – Cincinnati, OH – 2008-2009

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HONORS AND RECOGNITION

Military

Navy and Marine Corps Commendation Medal (2)
National Defense Service Medal
Afghanistan Campaign
Global War on Terrorism Medal
Navy Sea Service Deployment Award
NATO ISAF (International Security Assistance Force) Medal
Navy Expert Rifle Qualification
Navy Expert Pistol Qualification
Combat Casualty Care Course Sierra Platoon Leader (San Antonio, TX - 2012)

The Ohio State University

The Ohio State University Medical Center House Officer Citizenship Award

Oregon Health and Science University

Donald D. Trunkey Award for Ethics and Professionalism
Renal Transplant Intern of the Year

Indiana University School of Medicine

Northwest Indiana National Medical Association Scholarship
Health Professions Scholar Program (HPSP)

Xavier University, of Louisiana

2016 Forty Under Forty Alumni Award Recipient

PROFESSIONAL MEMBERSHIPS AND SOCIETIES

Association of Black Cardiovascular and Thoracic Surgeons

Vice-President 2021-present

American Board of Thoracic Surgery

American Medical Association

Association of Black Cardiologists

California Medical Association

Fellow of the American College of Surgeons

Mackenzie Surgical Society (Portland, OR)

National Medical Association

Oregon Medical Association

Stanislaus Medical Society

Zollinger Surgical Society (Columbus, OH)

HOSPITAL COMMITTEES AND TASK FORCES

Memorial Medical Center (Modesto, CA)

Robotic Surgery Committee (2018 - 2020)

Cancer Liaison Physician (2019 - 2020)

Structural Heart Team (2018 - 2020)

Cardiac Operations Length of Stay (2018 - 2020)

Lung Nodule Board (2018 - 2020)

Naval Medical Center (Portsmouth, VA)

Thoracic Tumor Board Chairman (2015-2018)

-Coordinated and led a multidisciplinary conference of professionals in the management of patients treated at a tertiary military treatment facility with oncologic diseases affecting the chest.

Robotics Surgery Committee Cardiothoracic Surgery Representative
(2015-2018)

- Served as the surgical representative for Cardiothoracic Surgery on the committee responsible for safe integration of minimally invasive robotic surgery in the care of patients at a tertiary military treatment facility.
- Responsible for establishing an Adult Thoracic Robotic Surgery program at the tertiary military treatment facility that serves active duty service members, their families, and eligible veterans in the Hampton Roads Virginia area.

NATO Role 3 Multinational Medical Unit (Kandahar, Afghanistan)

Morbidity and Mortality Coordinator

- Led the principal clinical Quality Assurance activity for the Command deployed to NATO Multinational Medical Unit in Kandahar, Afghanistan, a command that provided exceptional medical care to NATO personnel and Afghan partners in a deployed combat environment.

Co-Director of the NATO Role 3 Simulation Center

- Created the Standard Operating Procedure and established the Simulation Center.
- Researched and procured over \$200,000 of state of the art simulation cadavers to be used for skill maintenance training for invasive procedures, surgical procedures including craniectomies, and training for procedures specific to military working dogs.

Lead Public Affairs Officer

- Coordinated dignitary visitation plans.
- Participated in international collaboration to coordinate the Chief of Naval Operations and Master Chief Petty Officer of the Navy visit to Kandahar and the NATO Role 3 MMU.

Command Financial Liability Officer

- Verified a Theater Provided Equipment investigation in which over \$120,000 of missing equipment was identified and tracked down.

The Ohio State University (Columbus, OH)

Network of Underrepresented Residents and Fellows (NURF) Member
(2013-2015)

- Served as a member of the organization dedicated to represent and advocate for underrepresented house officers of The Ohio State University.

House Officer Quality Committee Member (2013-2015)

- Served as the Cardiothoracic Surgery representative to the organization of house officers dedicated to improve and maintain a clinical and training environment conducive to providing quality and exceptional care to patients in an academic training environment.

Cardiac Surgery Operations Council Member (2013-2015)

- House officer representative in the organization of health care professionals responsible for the delivery of cardiac surgical care.

Stephen L. Noble, M.D.

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Naval Hospital Twentynine Palms (Twentynine Palms, CA)

Sexual Assault Prevention and Response (SAPR) Instructor (2013)

-Facilitated the delivery of targeted sexual assault prevention training to all active duty Navy service members on one of the largest Marines Corps training installations in the nation.

Pharmacy and Therapeutics Committee Member (2011-2013)

-Member of a committee involved in ensuring safe and adequate delivery of medications and therapy at a secondary military treatment facility.

Infection Control Committee Member (2011-2013)

-Member of a committee charged with ensuring that hospital departments and personnel were compliant with the hospital's infection control policies and sought to prevent and control nosocomial infections.

Healthcare Effectiveness Data and Information Set (HEDIS) Colorectal Cancer Screening Chairman (2011-2013)

-Leader in ensuring the secondary military treatment facility's compliance with the quality assessment of adults 50-75 years of age who had appropriate screening for colorectal cancer and sought to improve the rate of screening within that demographic.

Oregon Health and Science University (Portland, OR)

House Officer Diversity Committee Member (2009-2011)

-Served as a member of the committee responsible for representing and advocating for issues of all house officers regardless of race, color, creed, gender and sexual orientation.

Residency Advisory Committee Representative (2007-2008)

-Member of the committee that served as a liaison between the house officers and the hospital administration and office of Graduate Medical Education of Oregon Health and Science University.

COMMUNITY SERVICE

Local

Dalano Gaming Initiative (DGI)

CEO/Founder/Director

August 2020 - present

A 501(c)(3)-pending organization created to encourage and support underrepresented minority students to pursue careers in STEAM fields.

National

Alpha Phi Alpha Fraternity, Inc.

Black Men in White Coats.

Regional

Executive Board Member - Comprehensive Medical Mentoring Program
(Washington, DC – 2016-2019)

Molly's Fund Lupus Advocate (Portland, OR)

Portland Community Peace Collaborative Member (Portland, OR – 2009-2011)

Friends of Trees Community Tree Planting (Portland, OR – 2010)

MENTORSHIP

Alexandra-Elise Dakaud Patterson - MCG, Augusta, GA (2021-present)

Chrystina Clinton - Orange Park Medical Center, Jacksonville, FL (2021-present)

Star Okolie - University of Tulsa, Tulsa, OK (2021-present)

Aaron Dyson - Chicago Medical School Chicago, IL (2020-present)

Patricia Tholley - Constitution High School Philadelphia, PA (2020-present)

Stephen L. Noble, M.D.

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Alexsaya Bowie - Tacoma, WA (2020-present)
Temilolaoluwa "Temi" Daramola, RN, MS - SNMA/LMSA (2020-present)
Christopher Creighton - Comprehensive Medical Mentoring Program (2018-present)
Gwendolyn Matthews - Comprehensive Medical Mentoring Program (2017-present)
Jordan Robinson - Naval Medical Center Portsmouth (2017-present)
Delsa Guerro - Comprehensive Medical Mentoring Program (2017-present)
Tion Hines - Comprehensive Medical Mentoring Program (2017-present)
Kiana Guadarrama - Naval Medical Center Portsmouth (2017-present)
Alfred Thomas - Naval Medical Center Portsmouth (2016-present)
Wesley Lapommeray - Naval Medical Center Portsmouth (2015-present)
Keona Newsom - Naval Medical Center Portsmouth (2015-present)
Andrew Williams - Naval Medical Center Portsmouth (2015-present)
Ju Adaralegbe, MD - Ohio State University (2015-present)
Siva Patimalla, MBBS - Ohio State University (2015-present)
Loic Tchokouani, MD - Ohio State University (2013-present)
Chigo Ekeke, MD - Ohio State University (2013-present)
Brittany Burns, MD - Ohio State University (2013-present)
Eduardo Navarro - Naval Hospital Twentynine Palms (2011-present)
Priscilla Herrera - Naval Hospital Twentynine Palms (2011-present)
Samine Ravanbakhsh - Oregon Health and Science University (2010-present)

EXHIBIT B TO COMPLAINT

This Memorandum of Understanding (the "Memorandum") is made on January 6, 2018 by and between Stephen L. Noble, M.D., associate member, and Gould Medical Group of the Sutter Gould Medical Foundation, for the purpose of achieving the various aims and objectives relating to the provision of cardiothoracic surgical services (the "Project").

WHEREAS Stephen L. Noble, M.D. and Gould Medical Group desire to enter into an agreement in which Stephen L. Noble, M.D. and Gould Medical Group will work together to complete the Project;

AND WHEREAS Stephen L. Noble, M.D. and Gould Medical Group are desirous to enter into a Memorandum of Understanding between them, setting out the working arrangements that each of the partners agree are necessary to complete the Project;

Purpose

The purpose of this Memorandum is to provide the framework for any future binding contract regarding the employment and professional relationship between Stephen L. Noble, M.D. and Gould Medical Group.

Obligations of the Partners

The Partners acknowledge that no contractual relationship is created between them by this Memorandum, but agree to work together in the true spirit of partnership to ensure that there is a united visible and responsive leadership of the Project and to demonstrate financial, administrative and managerial commitment to the Project by means of the following individual services.

Cooperation

The activities and services for the Project shall include, but not limited to:

- a. Services to be rendered by Stephen L. Noble, M.D. include: providing cardiac and thoracic surgical services with a particular focus of the Partners to grow the cardiac and thoracic surgery service lines. Vascular surgery assistance will be provided primarily for call coverage assistance, however additional assistance will be provided as needed.
- b. Services to be rendered by Gould Medical Group include: provision of resources and staffing to support ancillary support in the form of a nurse practitioner and/or physician assistant with a 0.75-1.5 FTE to support both inpatient and outpatient clinical coverage. Resources to support education/training for skill enhancement courses (i.e. endoscopic vein harvest, robotic skills training, etc.) for ancillary staff. Resources and staffing to support the position of a data manager for participation in the Society of Thoracic Surgeons database. Partners should have mutual involvement in the creation of position descriptions. Provision of office/clinic space at a location that is not only mutually beneficial for patients and staff to deliver patient-centered care, but allows safe and efficient transfer to a higher level of care if necessary.

Resources

Gould Medical Group will have final approval and secure any financing necessary to fulfill the financial contributions at the start of the planning for the development of the Project.

The Partners will endeavor to have final approval and secure any financing necessary to fulfill their individual financial contributions at the start of the planning for the development of the Project.

- a. _____ agrees to provide the following financial, material and labor resources in respect of the Project:

- b. Gould Medical Group hereby agrees to provide the following financial, material and labor resources in respect of the Project: financing for FTE for nurse practitioner(s), physician assistant(s), and data manager(s); office/clinic space for healthcare delivery; financial resources for continuing education related to skill acquisition and skill maintenance.

Communication Strategy

Marketing of the vision and any media or other public relations contact should always be consistent with the aims of the Project and only undertaken with the express agreement of both parties. Where it does not breach any confidential protocols, a spirit of open and transparent communication should be adhered to. Coordinated communications should be made with external organizations to elicit their support and further the aims of the Project.

Liability

No liability will arise or be assumed between the Partners as a result of this Memorandum.

Dispute Resolution

In the event of a dispute between the Partners in the negotiation of the final binding contract relating to this Project, a dispute resolution group will convene consisting of the Chief Executives of each of the Partners together with one other person independent of the Partners appointed by the Chief Executives. The dispute resolution group may receive for consideration any information it thinks fit concerning the dispute. The Partners agree that a decision of the dispute resolution group will be final. In the event the dispute resolution group is unable to make a compromise and reach a final decision, it is understood that neither party is obligated to enter into any binding contract to complete the Project.

Term

The arrangements made by the Partners by this Memorandum shall remain in place from September 1, 2018 until August 31, 2021. The term can be extended only by agreement of all of the Partners.

Notice

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one party may have furnished to the other in writing.

Governing Law

This Memorandum shall be construed in accordance with the laws of the State of California.

Assignment

Neither party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Amendment

This Memorandum may be amended or supplemented in writing, if the writing is signed by the party obligated under this Memorandum.

Severability

If any provision of this Memorandum is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision

of this Memorandum is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

Prior Memorandum Superseded

This Memorandum constitutes the entire Memorandum between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Memorandums, whether written or oral.

Understanding

It is mutually agreed upon and understood by and among the Partners of this Memorandum that:

- a. Each Partner will work together in a coordinated fashion for the fulfillment of the Project.
- b. In no way does this agreement restrict involved Partners from participating in similar agreements with other public or private agencies, organizations, and individuals.
- c. To the extent possible, each Partner will participate in the development of the Project.
- d. Nothing in this memorandum shall obligate any Partner to the transfer of funds. Any endeavor involving reimbursement or contribution of funds between the Partners of this Memorandum will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the Partners involved and shall be independently authorized by appropriate statutory authority. This Memorandum does not provide such authority.
- e. This Memorandum is not intended to and does not create any right, benefit, or trust responsibility.
- f. This Memorandum will be effective upon the signature of both Partners.
- g. Any Partner may terminate its participation in this Memorandum by providing written notice to the other Partner.

The following Partners support the goals and objectives of the provision of cardiothoracic surgical services:

Signatures

This Agreement shall be signed on behalf of _____ by
_____ and on behalf of _____ by
_____. This Agreement shall be effective as of the date first written above.

By _____, its _____

By_____, its _____

EXHIBIT C TO COMPLAINT

PHYSICIAN EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT is by and between, **Stephen Noble, M.D.**, an individual ("Employee"), and GOULD MEDICAL GROUP, INC., a California professional corporation ("Employer").

RECITALS

- A. Employee is a physician duly licensed and authorized by the **Medical Board** to practice medicine in the State of California.
- B. Employer is a California corporation duly authorized to provide health care services.
- C. Employer has entered into the Professional Services Agreement (the "Services Agreement"), between SUTTER GOULD MEDICAL FOUNDATION (hereinafter sometimes referred to as the "Foundation"), and Employer in order that Employer may provide professional medical services to be utilized in all of the outpatient clinic facilities of the Foundation.
- D. Employee desires to be employed by Employer as a physician to render professional medical services on behalf of Employer, and Employer desires to so employ Employee.

NOW, THEREFORE, it is mutually agreed as follows:

1. DEFINITIONS

As used in this Agreement, the following terms, when capitalized, have the indicated meanings:

"Agreement" means this Employment Agreement including all Exhibits and Recitals hereto as such Agreement, Exhibits or Recitals may be amended from time to time.

"Board of Directors" means the duly elected Board of Directors of Employer. Any decision or approval of the Board of Directors shall be in accordance with Bylaws of the Employer.

"Employee's Health Care Profession" means the practice of medicine.

"Employee" means **Stephen Noble, M.D.**, a duly licensed physician.

"Employer" means Gould Medical Group, Inc., a California professional corporation.

"Extended Term" means each consecutive 12-month period following the end of the Initial Term during which this Agreement remains in effect.

"Fiscal Year" means the period January 1 through December 31.

"Foundation" means The Sutter/Gould Medical Foundation, a California nonprofit public benefit corporation.

"Health Care Provider" means a person who is a physician who is duly licensed by the State of California to provide health care in his or her area of expertise.

"Initial Term" means the period beginning from the start date and ending 2 years from the start date.

"Medical Specialty" means a medical specialty of (**Cardiothoracic Surgery**), in which Employee is Board Certified or has the required Certified Medical Education (CME) training and experience to provide professional medical services in said specialty.

"Services Agreement" means the current Professional Services Agreement in effect between Gould Medical Group, Inc., and Sutter/Gould Medical Foundation.

"Start Date" means the first day employee commences employment with employer.

"Term" means the Initial Term and any Extended Term of this Agreement.

2. EMPLOYMENT.

2. A. In General. During the term of this Agreement, Employer shall employ Employee as a physician to render medical services on behalf of Employer pursuant to this Agreement, and Employee hereby accepts such employment on the terms and conditions set forth herein.

2. B. Representations by Employee. In conjunction with the acceptance of employment, Employee hereby warrants and represents as follows:

2. B.1 Duly Licensed. Employee is a health care provider duly licensed, as applicable, to practice medicine in the State of California;

2. B.2 Good Standing. Employee is now and at all times during the term of this Agreement shall be in good standing with the **Medical Board** of California;

2. B.3 Federal DEA License. Employee maintains a Federal DEA license without restrictions, to the extent necessary to render professional medical services pursuant to this Agreement;

2. B.4 No Disciplinary or Pending Actions. Employee is not the subject of any disciplinary action by the Medical Board of California or such other regulatory board that regulates Employee's Health Care Profession, or the equivalent medical licensing authority of any other State in the United States of America; - Employee agrees to disclose, before the Start Date, any situations that could result in any such disciplinary actions. Failure to disclose known situations before the Start Date may be cause for termination under Section 13.A of this Agreement.

2. B.5 Board Certified. Employee is Board Certified in the specialized medical field of Employee's Medical Specialty, or, by virtue of Employee's training and experience Employee is qualified to provide professional medical services in the specialty field of

Employee's Medical Specialty. If Employee is not Board Certified, then Employee agrees to diligently pursue Board Certification for said specialty during the term of this Agreement.

2. C Compliance with Rules and Regulations, Policies and Procedures. Employee shall comply with Employer's rules and regulations and policies and procedures (which may change from time to time.)

3. SERVICES, DUTIES, AND OBLIGATIONS.

3. A Hours of Service. Employee agrees during the term of this Agreement to provide high quality professional medical services during Employer's defined hours for that service and to accept night and weekend call service as reasonably determined by the Board of Directors.

3. B Exclusivity. During the Term of this Agreement, Employee shall not (whether as an employee, officer, partner, director or otherwise) directly or indirectly engage for compensation in any other activity related to health care without the prior written consent of the Board of Directors of Employer, and shall in no event engage in any activity which materially affects his or her ability to perform the services required under this Agreement on a timely basis. Employee shall provide services solely to Employer pursuant to this Agreement, and in conjunction therewith, to Foundation and the Foundation Practice Program patients. Thus, all professional activities, including, but not limited to providing services to patients (regardless of the setting or locality of such services), providing services to other health care facilities or entities (e.g., medical directorships), and professional consulting of any kind (e.g., expert witness services, rendering professional opinions or advice of any kind), and (except as otherwise specifically agreed in writing) all revenues generated or income, expense reimbursement, honoraria, or royalties received there from shall be deemed revenues of Employer and/or Foundation.

3. C Noncompetition; In General. During the term of this Agreement, Employee shall not, without the consent of Employer and Foundation, initiate, encourage or directly or indirectly own, manage, join, control, consult with, engage with, be employed by, act in the capacity as officer, director, trustee, shareholder, member, or employee, or otherwise participate in any manner in the ownership, management, operation, or control of any other business or person (other than Employer) providing health care services within the Central Valley Region which is defined at Paragraph 1.1 and Exhibit 1.1 of the Services Agreement as consisting of the Counties of Calaveras, Merced, San Joaquin, Stanislaus, and Tuolumne in California. For purposes of this Paragraph 3.C only, "Employee" shall be deemed to mean Employee, and (as applicable) Employee's individual shareholders, and employees, as well as any entity, association, or enterprise in which Employee and shareholders individually or collectively own a ten percent (10%) or greater legal or beneficial interest.

3. D Permitted Investments. Subject to Paragraph 3.C, above, Employee may, however, make investments in health care related businesses which do not conflict with Employee's obligations hereunder or involve any business which directly or indirectly is or reasonably could be detrimental to Employer's business as determined by Employer in its sole and absolute discretion.

3. E Medical Staff Membership. Except as hereinafter provided in this Section 3, Employee shall maintain in good standing medical staff membership and clinical privileges at an acute care

hospital located within the Central Valley Region as appropriate to the Employee's field of practice and Medical Specialty. In addition to any non-Sutter Health appointments Employee may hold, Employee may be required to maintain medical staff membership and clinical privileges at any Sutter Health Affiliated Hospital that is located within the Central Valley Region to which Employee is assigned by Employer. However, Employee shall not be required to maintain such staff membership and clinical privileges if Employee's field of practice does not customarily involve rendering services in a hospital setting, or if the involved hospital does not offer services within the Employee's field of practice or maintains objective credentialing criteria that Employer determines to be in excess of criteria reasonably necessary to maintaining Employer's and Foundation's standards of quality for their patients.

3. F Good Community Standing. At all times during the term of this Agreement, Employee shall be of high repute and good standing in the community.

3. G Credentialing and Performance Criteria. At all times during the term of this Agreement, Employee shall comply with all credentialing, quality, and efficiency criteria as may be jointly adopted from time to time by Employer and Foundation.

3. H Continuing Education. Employee shall participate in such continuing education and training programs as are required to maintain skills compatible with prevailing standards of medical or other applicable health care professional care in the community.

3. I Insurability Requirements. Employee shall satisfy conditions for insurability under the professional liability policy or policies described in Section 9 of this Agreement.

3. J Professional Services and Performance. Employee shall provide professional services to Foundation Practice Program patients in accordance with the then-current standards of care in the medical community, as well as Employer's and Foundation's jointly-adopted standards of quality and efficiency, and in accordance with the provisions of (i) this Agreement, (ii) the Services Agreement, as such applicable provisions are reasonably made known by Employer to Employee, and (iii) Foundation's and/or Employer's applicable contracts with third party payors.

3. K Supervision and Training. Employee shall, as requested by Employer, supervise Foundation's clinical employees (including allied health professionals and nurses) in the performance of patient care services. Further, as requested by Employer, Employee shall assist with in-service training for such clinical employees, and shall promptly advise Employer and/or Foundation in the event of any problems with such employees. Employee shall not be responsible for, nor shall any portion of this Section 3.K., be interpreted to impose any non-patient-care supervisory responsibility on Employee over the Foundation's clinical employees. Employee shall not be deemed a part of any Foundation clinical employee's employment relationship with the Foundation. Employee shall not be required to implement any of the Foundation's employment policies nor shall Employee be responsible for any failure on anyone's part to implement any of the Foundation's employment policies.

3. L Research and Education. Employee shall participate in Employer's and Foundation's community education, patient education, and research activities, in keeping with Employer and Foundation's policies and Foundation's education and research purposes, as well as the approved budgets of Employer and Foundation.

3. M Medicare, Medi-Cal, and Charity Care. Employee shall provide care to Medicare, Medi-Cal, and charity patients, in keeping with Employer and Foundation's policies and Foundation's status as a charitable organization, as well as the approved budgets of Employer and Foundation.

3. N Billing Procedures. In accordance with Employer's policies and procedures, as applicable, Employee shall:

3. N.1 Provide timely and complete information as necessary to enable billing and collection of charges for services rendered by Employee. This shall include, but is not limited to, all assignments, treatment certifications, and other approvals, consents, or documents necessary or appropriate to assist Employer and/or Foundation to expeditiously obtain appropriate payment for patient services; and

3. N.2 Promptly and fully complete medical records and related documentation, and respond and provide such assistance and information as Employer and/or Foundation may reasonably request to facilitate billing and collection of charges for patient services.

3. O Extracurricular Professional Activities. Employee may also (and is encouraged to) spend time in teaching, charitable and professional activities.

4. AUTOMATIC EXTENSION OF TERM.

Subject to earlier termination as provided in Section 13, upon expiration of the Initial Term, this Agreement shall be extended automatically for each subsequent twelve-month period.

5. AUTHORITY OF EMPLOYER; DISCLOSURE OF INFORMATION.

5. A Authority of Employer. Employee agrees (i) to observe and comply with the written rules and regulations of Employer as adopted and communicated to Employee from time to time by the Board of Directors, and (ii) to carry out and to perform all reasonable orders, directions and policies periodically stated to Employee by the duly authorized officers or agents of Employer, either orally or in writing, which are consistent with the ethical practice of high-quality group health care. Such policies may include, at the discretion of the Board of Directors, reasonable penalties for violations of such orders, directions or policies. A copy of the Employee Handbook has been delivered to Employee. A copy of policies is available to the Employee in the Physician Services Office. From time to time, Employer may deliver to Employee copies of additional rules, regulations or policies or revisions of previously provided rules, regulations and policies. Employer shall maintain at the location of its principal place of business a master set of its rules, regulations and policies which master set shall be conclusive and binding upon the parties as the rules, regulations and policies of the Employer. Employee shall be given access to such master set during the regular business hours of Employer and upon request shall be entitled to a copy thereof.

5. B Patients. The Employer through its duly designated officers or agents shall have the sole authority to determine the patients to be served by Employee.

5. C Disclosure of Information. Employee agrees to inform Employer of any and all professional services rendered by Employee on behalf of Employer and of any act or omission, which Employee reasonably believes, may lead to a potential claim of malpractice committed by Employee or other employees of Employer and any investigation and/or disciplinary action involving Employee or any other employees of Employer.

5. D Employee Authorized Disclosure of Information. Employee hereby authorizes the release to Employer by any regulatory, hospital peer review or quality assurance group, committee or agency of all reports, records and other information pertaining to Employee. Employee agrees to execute any authorizations and other documents necessary, and to do any and all reasonable acts required, for Employer to obtain the information contained in such reports and records. Employer agrees to treat such information in a confidential manner.

6. OWNERSHIP OF FEES AND RECORDS; CONFIDENTIALITY.

6. A Fees From Employee's Services. All fees and other compensation paid or payable directly or indirectly by any person for health care or related services performed by Employee shall be the property of the Foundation, with whom the Employer has a comprehensive agreement to provide professional health care services, and any such fees received by Employee shall be immediately remitted to the Foundation.

6. B Records. While employed hereunder, Employee shall not, without the express written consent of Employer or at the written direction of the patient, make copies of any records, charts or other information related to any patient (all of which are the property of the Foundation) and shall at all times preserve the confidentiality of the information set forth therein. After the termination of the employment of Employee, whether voluntary or involuntary and whether with or without cause, Employee shall not be entitled to keep, preserve or copy any records, charts or other information related to any patient unless the patient shall specifically request in writing that such records be transmitted to Employee.

6. C Confidentiality. At all times during and after the Term of this Agreement, Employee shall not (except with the express written consent of Employer or the Foundation, as applicable) use, disclose to any person (other than an officer, director, trustee, employee or agent of Employer or the Foundation whom Employee reasonably believes is entitled to access to such information) nor make any copies of any non-public or confidential information with respect to Employer, the Foundation or the officers, directors, employers or agents thereof.

6. D No Use or Disclosure of Uncertain Confidential Information Without Consent. In the event of any ambiguity or uncertainty as to whether any particular information is confidential or non-public Employee shall make no use, disclosure or copy thereof until he has given Employer or the Foundation, as applicable, at least 10 days advance written notice of what the information is, how it is to be used, disclosed or copied and to whom it is to be disclosed. In the event Employer advises Employee in writing within such 10-day period that the information is confidential or non-public or that the person proposed for access to the information is not entitled to access, Employee shall not (subject to any determination pursuant to Section 16.H) make any use, disclosure or copies thereof.

6. E Preservation of Trade Secrets and Information. Employee expressly acknowledges that during the course of this Agreement, he/she may have access to trade secrets, proprietary information and confidential information of Employer or of the Foundation, including, but not limited to, patient volumes, market share, identity of outside specialty physicians, or the identity of referring physicians, the identity, names, addresses, telephone numbers and medical history of existing patients and prospective patients, as well as the referral sources, business plans, expansion plans, marketing plans, physician contracts, or any other contracts of Employer or the Foundation, and the methods of doing business of Employer and the Foundation. Employee expressly agrees that all such information shall be and shall remain the property of Employer and/or Foundation, as applicable, and that Employee shall not duplicate, photocopy, transcribe or remove any such information, records or property from the premises of Employer. Further, at all times during and after the term of this Agreement, Employee will not disclose or use in any way adverse to Employer or the Foundation any confidential information, patient lists or other proprietary information of Employer or the Foundation.

6. F No Solicitation of Patients. Employee acknowledges and agrees that the identity, names and addresses of any and all patients to whom Employee provides services pursuant to the terms of this Agreement constitute proprietary information belonging solely to Employer or Foundation. Further, Employee agrees that during the term of this Agreement, and following the termination of this Agreement, Employee will not directly or indirectly, individually or as a proprietor, partner, partnership, stockholder, corporation, agent, employee or otherwise, contact, solicit, divert or take away any clients or patients of Employer or Foundation or otherwise encourage the patients of Employer or Foundation to seek medical care or treatment anywhere other than at Employer or Foundation.

6. G Ownership of Assets. In accordance with Exhibit 2.3b and Paragraph 8.1 of the Services Agreement, Employee hereby acknowledges and agrees as follows:

6. G.1 Foundation Owns Assets of Practice Program. Foundation is the sole owner and holder of all title and interest in the assets of the Foundation Practice Program, including, but not limited to:

6.G.1.a. All Equipment, furnishings, improvements, appurtenances, and moveable assets located in the Care Centers (except for personal property purchased by Employee and placed in the Care Centers with Employer's and Foundation's consent);

6. G.1.b. All leasehold interests in the Care Centers, subject to the terms of the subleases thereof;

6.G.1.c. All business records, including but not limited to all books of account, general administrative records, and all information generated under or contained in the Management Information System ("MIS") pertaining to Foundation and its operations, and contracts of any kind or nature;

6. G.1.d. All Foundation Proprietary Property, as further described at Section 6.I, below.

6. G.2 Assets of Employer. Employer is the sole owner of its internal business and financial records (i.e., those financial, corporate, and personnel records and information relating exclusively to the business and activities of Employer, as distinguished from the business and activity of Foundation and the Foundation Practice Program), and all patient medical records. Upon termination or expiration of this Agreement, Section 6.B, above, shall apply.

6. H Access and Use. In accordance with Exhibit 2.3b and Paragraph 8.2 of the Services Agreement, Employee hereby acknowledges and agrees as follows:

6. H.1 Records Retained by Foundation. Custody of all records generated pursuant to this Agreement shall be held by Foundation and maintained at a location mutually acceptable to Employer and Foundation, in accordance with all applicable legal requirements for record retention, confidentiality, and access.

6. H.2 Access to Records. Foundation and Employer shall have equal rights to use and copy patient medical records, including records created or added to by Employee pursuant to this Agreement, subject to provisions of applicable laws respecting confidentiality of such medical records.

6. H.3 Use of Items Provided by Foundation. Employer and Employee shall use the Equipment, supplies, services, Care Centers and Foundation Proprietary Property provided by Foundation pursuant to the Services Agreement solely for the provision of services to the Foundation Practice Program patients, research, education, and other matters related to the conduct of Employer's responsibilities under the Services Agreement and Employee's responsibilities hereunder.

6. H.4 Use of Care Centers in Compliance with Law. Use of the Care Centers shall be in compliance with all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of such premises, and all covenants, conditions and restriction of record.

6. H.5 Access to Records. Employer and Foundation shall be entitled, upon request and with reasonable advance notice, to obtain access to and copies of (at its expense) all records of Employee directly related to the performance of such Employee's obligations pursuant to this Agreement. However, the foregoing shall not allow for access to records that must necessarily be kept confidential as part of the conduct of Employee's relationship with Employer (e.g., records concerning matters such as interactions with counsel and other confidential consultants, or with respect to negotiations between the parties, strategic planning, and subjects of a similar nature).

6. H.6 Record Maintenance. Records shall be maintained for a period of not less than seven years following termination of this Agreement (or such longer period as may be required by law); and access to records in accordance with Section 6.H.2 shall survive termination of this Agreement, as necessary to perform any responsibilities arising hereunder, or that may be necessary for the defense of any legal or administrative action or claim respecting such records or to which such records are related. At the end of this seven-year period, and subject to compliance with applicable laws and such special

requirements respecting medical records as may be established by the parties, Employer and/or Foundation shall be entitled to dispose of such records in such manner as it deems necessary or appropriate.

6. I **Proprietary Property.** In accordance with Exhibit 2.3b and Paragraph 8.3 of the Services Agreement, Employee hereby acknowledges and agrees as follows:

6. I.1 Foundation's Ownership Rights in Proprietary Property. Foundation shall be the sole owner and holder of all title and interest, including all copyright, patent, service mark and trademark rights and interests in the logo, systems, forms, form contracts, policy manuals, marketing and public relations materials relating to Foundation and its Foundation Practice Program or its research or education programs, all of which are collectively referred to as "Foundation Proprietary Property." Employee shall not at any time knowingly harm, misuse, or bring into disrepute Foundation Proprietary Property.

6. I.2 Foundation's Discretion to Use Proprietary Property; Waiver by Employee. Foundation shall have full and absolute discretion with respect to any decision regarding the continued use, sale, disposal, gift, or other disposition of any and all Foundation Proprietary Property. If so requested by Foundation in connection with any post-termination disposition of Foundation Proprietary Property, Employee and Employer shall execute any release, waiver, or similar documents as necessary to evidence Employee's and Employer's abandonment of any further right or claim thereto.

6. I.3 Use by Employee in Accordance with Applicable Agreements. Employee shall use the MIS and any other software and hardware provided or arranged for by Employer and/or Foundation in accordance with and subject to the terms and conditions of any license or sublicense agreements, leases, or other applicable agreements as are made known to Employee, and shall not allow or permit any person to use the software or hardware in violation thereof.

6. I.4 Ownership of Employer's Name. Employer shall be the sole owner and holder of all title and interest, including all copyright, patent, service marks and trademark rights and interests in its name, "Gould Medical Group."

6. J **Effect of Facility Leases and Contracts.** In accordance with Exhibit 2.3b and Paragraph 8.4 of the Services Agreement, Employee hereby acknowledges and agrees as follows:

6. J.1 No Liability of Foundation to Employee Under Leases. The Care Centers, and all utilities, building services, supplies and other services to be provided by Foundation in accordance with Article I of the Services, Agreement, shall at all times be provided subject to all of the terms, conditions, limitations, and restrictions of the facility leases applicable thereto. Except in circumstances where Foundation shall fail to exercise and enforce its rights under such facility leases, Foundation shall have no liability to Employer or Employee for the failure of a Lessor to perform any of Lessor's obligations pursuant to the facility leases, unless such failure is the result of Foundation's refusal or failure, without good cause, to exercise and enforce its rights under the facility lease(s).

6. J.2 Employee Shall Not Engage in Conduct Constituting a Default. Employee shall not engage in any conduct or activities which shall constitute a default under any of the facility leases or any other lease or contract relating to the operations of Foundation and its Foundation Practice Program. Employee shall keep and perform each and all of the rules and regulations promulgated by the lessor(s) of the premises used for any Care Center, and any supplemental or additional rules or regulations promulgated by Foundation with respect to such Care Center, as such are reasonably made known to Employee. Foundation and/or Employer shall keep Employee informed of any such applicable provisions.

6. K Special Provisions Respecting Medicare and Medi-Cal Patients. In accordance with Exhibit 2.3b and Paragraph 8.5 of the Services Agreement, Employee hereby acknowledges and agrees as follows:

6. K.1 Records and Disclosure Requirements. Foundation and Employer Group agree to generate such records and make such disclosures as may be required, from time to time, by the Medicare, Medi-Cal and other third party payment programs with respect to their participation in the Services Agreement. Employee shall comply with all requirements and requests necessary to satisfy such records obligations, and such disclosure obligations.

6. K.2 Records and Disclosure Requirements Required by Social Security Act. The records and disclosure requirements in Section 6.K.1, above shall include, but are not limited to compliance with Section 1862(v)(1)(1) of the Social Security Act, as amended; and any regulations promulgated thereunder. In furtherance thereof:

6. K.2.a. Until the expiration of four years after the furnishing of such services pursuant to this Agreement, both Employer and Foundation shall make available, upon written request, to the Secretary of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, the Services Agreement, this Agreement, and the books, documents and records of such party that are necessary to verify the nature and extent of such costs; and

6. K.2.b. If either Foundation or Employer carries out any of the duties of the Services Agreement through a subcontract with a value or cost of \$10,000 or more over a 12-month period, with a related organization, such subcontract shall contain a clause to the same effect.

6. K.2.c. If either Foundation or Employer is requested to disclose books, documents, or records pursuant to the foregoing, it shall notify the other party of the nature and scope of such request, and Foundation and Employer shall each make available to the other, upon written request, all such books, documents, or records, during such party's regular business hours.

6. L Equitable Relief. Employee acknowledges and agrees that a breach by Employee of the provisions of this Section 6 would cause significant and substantial damages to Employer which could not be adequately compensated by the payment of monetary damages and that Employer's

remedy at law will be inadequate for any breach by Employee of the covenants set forth in this Section 6. The parties further agree that Employer shall be entitled to an injunction both preliminary and final and any other appropriate equitable relief to enforce its rights under the terms of said covenants. Such remedies shall be cumulative and non-exclusive, being in addition to any and all other remedies that Employer may have. Employee hereby waives any requirement for securing or posting a bond in connection with Employer's obtaining any injunctive or other equitable relief.

6. M. Provisions Survive Termination. The provisions of this Section 6 shall survive the termination of this Agreement.

7. COMPENSATION.

7. A Base Compensation. As base compensation for the services to be rendered hereunder, Employer shall pay Employee base compensation in the amount set forth on Exhibit "A-1", attached hereto and incorporated herein by this reference. The base compensation set forth in Exhibit 'A-1' shall apply during the first two years of this contract, unless further modified by Exhibit 'A-1'; thereafter, Employee shall be paid under the then existing compensation plan of Employer which applies to all other physicians in Employee's category. Said base compensation shall be paid in semi-monthly installments on the 5th and 20th days of each month during the term of this Agreement, as prorated for any partial month.

7. B Bonus Compensation. In addition to base compensation, Employer may pay Employee discretionary bonus compensation in such amounts (if any) and at such times as determined from time to time in the sole discretion of Employer.

7. C Compensation Upon Termination. Upon termination of this Agreement, Employee shall not be entitled to any further compensation whatsoever under this Agreement, except for payment for services rendered prior to termination.

7. D Tax Withholding. All compensation paid to or on behalf of Employee shall be subject to withholding for local, state or federal income tax and other employment taxes which Employer determines are required under applicable law.

8. EMPLOYEE BENEFITS.

Upon satisfaction of the applicable eligibility requirements by Employee, Employee shall be entitled to participate in all pension, profit sharing, medical, hospital, dental, vision care, disability, vacation, expense reimbursement and leave of absence plans or programs of Employer which are generally applicable to Health Care Providers of Employer. Employer reserves the right to amend or terminate such plans or programs at any time and from time to time provided any such amendment or termination is of general applicability and not limited to Employee, or except as provided in Article III, Section 1 and Article VIII, Section 1 of the Bylaws of the Employer, which provisions are hereby incorporated in this Agreement. Employer has given to Employee copies or summaries of each such plan or program currently in effect.

9. PROFESSIONAL LIABILITY INSURANCE.

9. A Professional Liability Insurance During Term of Employment. During the term of this Agreement, Employee shall be entitled, without cost to Employee, to the same coverage, under a policy of professional liability insurance as is made generally available to similarly situated Health Care Providers employed by Employer, and, as between Employer and Employee, Employer shall be responsible for any deductible specified in such policy.

9. B Malpractice Insurance After Termination of Employment.

9. B.1 Tail Coverage. During the period following termination of Employee's employment hereunder, Employer desires to continue liability insurance coverage for Employee's acts and omissions while employed by Employer. Employer therefore agrees that at its sole expense to arrange for and pay 'tail' coverage with Employer's current carrier if Employee chooses to initiate coverage with a different carrier:

9. B.2 Employee refuses or fails to notify Employer of need to purchase coverage. If Employee fails to notify Employer of the need to obtain the insurance coverage required by this Section, Employer will take it upon itself to, at Employer's expense, purchase "tail" coverage from Employer's carrier as necessary to assure coverage of Employer for services rendered hereunder by Employee.

9. B.3 Employer and Foundation Shall not be Liable to Employee for Employee's Acts or Omissions (or Insurance Therefore) Following Employee's Termination. Notwithstanding anything contained herein to the contrary, and except for post-termination services provided pursuant to Section 14 of this Agreement, in no event shall either Employer or Foundation be liable to Employee or to any other person or entity for (or any obligation to provide insurance with respect to) any act or omission of Employee following termination of Employee's employment hereunder.

9. B.4 Foundation as Third Party Beneficiary. The Foundation is intended to be a third party beneficiary of any and all such insurance coverage procured pursuant to this Paragraph 9.

9. C Employer Responsible for Malpractice Insurance Deductibles. As between Employer and Employee, Employer shall be responsible for the deductible under all insurance provided pursuant to this Section whether the cost of such insurance is borne by Employer or Employee; provided, however, if Employee fails to fully cooperate with Employer and its insurance carrier in connection with any claim made against Employee with respect to any such insurance, or if Employee is in breach of any of his or her obligations under this Section, then the responsibility for such deductible shall be borne by Employee.

9. D Withholding. Employee hereby agrees that the expense of any coverage provided by Employer as a result of Employee's breach of this Section and the cost of any deductible payable by Employee pursuant to Section may be withheld from any amounts owed by Employer to Employee shall be payable by employee.

9. E Notwithstanding Other Section Provisions, Employer Shall Bear Costs of Employee's Malpractice Coverage Upon Retirement, Death, or Disability. Any other provision of this Section to the contrary notwithstanding, as between Employer and Employee (and in accordance

with Paragraph 5.1c.(2) of the Services Agreement), and subject to the above provisions of this Section, the cost of professional liability coverage, after Employee's employment terminates shall be borne by Employer and not by Employee if such termination occurs after Employee permanently retires from the practice of medicine, or as a result of Employee's death or total and permanent disability as conclusively determined by the Board of Directors.

9. F Right of Employer to Terminate Any Coverage Provided Hereby, Upon Notice. Employer retains the right to change or terminate any coverage specified in this Section, but no material adverse change and no termination shall be effected except upon ten (10) days' advance written notice to Employee. Employer has given to Employee copies or summaries of all professional liability insurance coverage presently in effect.

9. G Settlement of Malpractice Claims. Employee hereby delegates to Gould Medical Group to the extent permitted by law and acknowledges Gould Medical Group's authority to consent to a settlement of that portion of any claim or legal action for which liability or any obligation to defend the same is covered by any insurance policy provided by the Gould Medical Group. If the insured member and Gould Medical Group are in conflict, full case review by the Risk Management Committee with the insured member in attendance will be initiated. The Risk Management Committee will present its recommendations to the Gould Medical Group Board who will make the final determination with a ¾ vote of a quorum of the members of the Gould Medical Group Board of Directors then in office. If employee refuses to accede to the Gould Medical Group's request that employee consent to the settlement of claims or legal actions pertaining to employee's professional services, employee shall indemnify Gould Medical Group for any costs or losses in excess of the proposed settlement amount to the fullest extent permitted by law.

9. H Provisions Survive Termination. The provisions of this Section (inclusive of Paragraph 9.B.1 through and including 9.F shall survive the termination of this Agreement.

10. OFFICE STAFF AND CLERICAL; OPERATING EXPENSES; EMPLOYEE'S OBLIGATION TO REMAIN KNOWLEDGEABLE.

During the Term of this Agreement, Employee shall be afforded such medical supplies and equipment, nursing, secretarial and clerical personnel as Employee may reasonably require to perform properly Employee's duties pursuant to this Agreement. During the Term of this Agreement, Employee shall take such actions as may be reasonably required, including without limitation review of all appropriate medical literature and attending classes and seminars, to permit Employee to provide high-quality professional health care services.

11. PROVISIONS OF HMO, PPO AND/OR PRE-PAID HEALTH CARE AGREEMENTS

11. A Pre-Paid Health Care Definitions For purposes of this Agreement, the terms set forth below shall be defined as follows:

11. A.1 "Payors" Defined. All Health Maintenance Organizations ("HMO's"), Preferred Provider Organizations ("PPO's"), insurance companies, employers, and third party payors in whose health care plans Employer or Foundation is or becomes a participating

member are hereinafter sometimes referred to individually as "Payor" and collectively as "Payors".

11. A.2 "Payor Agreements" Defined. "Payor Agreements" are any agreements between Employer and/or Foundation, and any Payor, including, without limitation, any HMO, any PPO, any industrial medicine contracts, and any other agreements, under which Employer provides medical services.

11. A.3 "Patient Member" Defined. "Patient Members" are patients of Employer or Foundation who are members in a health care plan sponsored by a Payor, and/or who are covered by a Payor Agreement.

11. B Employee Application for Participation in "Payor Agreement" Plans. Upon request of Employer, Employee shall complete and submit in a timely manner all application materials necessary for Employee to become an individual participating member of any and all Health Maintenance Organizations ("HMO's") and Preferred Provider Organizations ("PPO's") in which Employer and/or Foundation is a participating member in insurance company health care plans, employer health care plans, and other third party payor health care plans in which Employer and/or Foundation is a participating member, or with which Employer and/or Foundation has a Payor Agreement.

11. C Plan Application Fees and Annual Membership Fees. All initial fees for admission into such Payor health care plans, including HMO's and PPO's, shall be paid by Employer, and thereafter Employer shall pay any annual membership fees in such HMO's and PPO's. However, to the extent that Employer pays any membership initiation fees, or deposits, or purchases any stock or equitable interests in any HMO, or PPO for or on behalf of Employee, then upon the termination of this Agreement, Employer shall be entitled to retain such membership.

11. D Maintenance of "UPIN" Numbers. Upon request by Employer, Employee shall procure and maintain any unique personal identification numbers ("UPIN"), including but not limited to MediCare and MediCal numbers, necessary or appropriate to enable Employer or Foundation to obtain payment or reimbursement for all services provided by Employee pursuant to this Agreement.

11. E Agreement to be Bound by Terms. Employee agrees to be bound by all applicable provisions of any Payor Agreements between either Employer or Foundations and any Payor. Employee understands that such agreements may impose eligibility requirements, or procedural or protocol requirements upon Employee, and Employee will abide by such requirements.

11. F Confidential Terms: Exclusivity. Employee agrees that all Payor Agreements, including all HMO/PPO, or similar agreements, and all referral physician contracts and other contracts, are confidential, and Employee will not use, disclose, or disseminate to any person or entity information concerning the terms, conditions, or provisions of such agreements. Further, Employee shall not enter into any HMO, PPO, Payor Agreements, or similar contracts on behalf of Employer, unless Employer approves said contract in writing and requests Employee to execute such contract.

11. G Compliance with HMO Statutory Provisions. In connection with each Payor Agreement involving a Payor that is licensed as a healthcare service plan ("HMO") under the Knox-Keene Health Care Service Plan Act of 1975, as amended (the "Knox-Keene Act"), Employee agrees to comply with the Knox-Keene Act and with Subchapter 5.5 of Chapter 3 of Title 10 of the California Code of Regulations. Employer and Employee agree that any provision required to be in this Agreement by any of the above laws or regulations shall bind both Employer and Employee, whether or not such provision is included in this Agreement.

11. H. No Surcharges by Employee. Employee shall not assess to patients of Employer and/or Foundation any surcharges other than applicable co-payments for health care services covered by a Payor Agreement, and Employee acknowledges that, should Employer or the Payor receive notice of any such surcharge and notify Employee to reimburse the applicable patient, and should Employee fail to do so within fifteen (15) calendar days of such notice, such failure shall constitute a material breach of this Agreement by Employee, and, as a result, Employer shall have the right to terminate this Agreement immediately.

11. I No Discrimination by Employee. Employee shall not discriminate against any patient of Employer or of the SUTTER-GOULD MEDICAL FOUNDATION, or against any subscriber, Patient Member, contracting party, prospective contracting party, or person reasonably expected to benefit from any such Payor Agreement, because of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation or age.

11. J Employee to Participate in Payor's Quality Assurance Programs. Employee agrees to cooperate with Employer and with each Payor, and participate in programs designed to monitor access and quality of care for patients of Employer and/or Foundation, and all Patient Members.

11. K Employee to Obtain Prior Authorization From Employer for Non-Primary Care Services. Except for primary care services provided to Patient Members for whom Employee serves as the primary care physician, any other healthcare services to be rendered by Employee shall require prior authorization from Employer or the appropriate Payor before such services are rendered, except in cases of emergency where sound medical practice requires otherwise. Such prior authorization shall be in writing unless otherwise permitted by Employer in its sole discretion with respect to particular policies adopted by the Board of Directors of Employer. For purposes of this Paragraph, a case of emergency is one in which Employer determines upon review that the health care services were required for the alleviation of severe pain or immediate diagnosis and treatment of an unforeseen medical condition which, if not treated, would have jeopardized or impaired the health of the Patient Member.

11. L Collection of Co-payments. To the extent that, at the time medical services are rendered, co-payments from Patient Members are not collected by clerical personnel either arranged for or provided by Employer, then, if Employee becomes aware that required co-payments were not collected, Employee shall direct the Patient Member to the appropriate clerical personnel who shall collect all such co-payments. The collection of co-payments and payments from Patient Members for services not covered by the applicable Payor Agreement shall be the responsibility of the accounting clerical personnel.

11. M Billing and Collection for Services to Members. Employee agrees that Employer (through Employer's contractual relationship with Foundation) shall be responsible for billing

and collection of charges for services rendered by Employee under this Agreement. Employee further agrees to look only to Employer for payment and agrees not to bill any patient or Patient Member for covered services defined in the Knox-Keene Act or in the applicable Payor Agreement. Employee agrees that, in the event Employer fails to pay for health care services rendered by Employee pursuant to this Agreement, the Patient Member will not be liable to Employee for any sums owed by Employer.

11. N Non-Disclosure. Following termination of this Agreement, Employee agrees not to solicit any patients or employers or enrollees participating in any Payor Agreements, including, without limitation, any HMO's, PPO's, or similar health plans for which Employer is a provider of medical services.

12. PARTICIPATION IN QUALITY ASSURANCE PEER REVIEW ACTIVITIES; IRREPARABLE HARM; HOLD HARMLESS EMPLOYER.

12. A Participation in Quality Assurance Peer Review Activities. Employee expressly acknowledges that Employer conducts internal Quality Assurance and Peer Review activities, and that Employee may be asked or required to participate in those activities. Employee understands that confidentiality is essential to the effective performance of Peer Review and Quality Assurance activities. Employee agrees to maintain the confidentiality of all information pertaining to such activities. Employee further agrees not to disclose such information to anyone, except to persons authorized to receive such information in the conduct of Employer's affairs, or as directed by Employer's Board of Directors or Executive Committee or authorized officers.

12. B Equitable Relief The parties agree that the remedy at law will be inadequate for any breach by Employee of this covenant set forth in this Section 12. The parties further agree that breach of this Section 12 is grounds for legal action, and Employer shall be entitled to an injunction both preliminary and final, and any other appropriate equitable relief to enforce its rights under the terms of said covenant. Such remedies shall be cumulative and non-exclusive, being in addition to any and all other remedies that Employer may have. Employee hereby waives any requirement for securing or posting a bond in connection with Employer's obtaining any injunctive or other equitable relief.

12. C Employee Shall Hold Employer Harmless. Employee agrees, as a condition of entering into this Agreement of Employment, to release from liability and hold harmless Employer and Foundation, their, shareholders, members, employees, representatives, and agents to the fullest extent permitted by law, for their acts or communications in connection with their participation in Peer Review and Quality Assurance activities, conducted non-negligently and in good faith, for purposes of monitoring and evaluating Employee's performance, competence, character and conduct. Further, Employee releases such parties from liability, to the fullest extent permitted by law, for the communication of information and documents between Employer, Foundation, hospital medical staffs, professional schools, training programs, professional societies, professional liability insurance companies, licensing authorities in any jurisdictions, and past employers or healthcare providers or organizations of any kind with which Employer may have been or may become affiliated, for purposes of evaluating Employee's professional training, experience, character, conduct and judgment.

12. D Provisions Survive Termination. The provisions of this Section 12 shall survive the termination of this Agreement.

13. TERMINATION.

13. A General. Either party may terminate Employee's employment hereunder without cause by giving the other party 30 days advance written notice of such termination. Either party may terminate this Agreement for material cause by giving the other party written notice of such termination. Any notice of termination for material cause by Employer shall include a reasonable description of such cause.

13. B Death or Loss of License. Employee's employment hereunder shall automatically terminate on the date Employee dies or cease to be a licensed person under applicable California law.

13. C Effect of Termination. In the event Employee's employment hereunder is terminated, such termination shall not affect the rights and obligations of the parties prior to such termination or the application thereafter of Sections 1, 5, 6, 7, 8, 9, 12, 14, 15, and 16.

13. D Employer's Right to Suspend With Pay. In the event either party gives notice of termination without cause pursuant to Section 13.A Employer may suspend Employee with pay for all or any part of the notice period.

14. POST TERMINATION SERVICES.

14. A Post-Termination Services Upon Reasonable Request of Employer. Upon the reasonable request of Employer, after termination of this Agreement, Employee shall continue to perform services pursuant to the terms of this Agreement as may be required to assure adequate care to all patients who are undergoing an active regimen or course of medical treatment or services, until such time as Employer can arrange for an alternative health care provider to render such services, or ninety (90) days, whichever is less. Employee shall be paid compensation pursuant to the terms of this Agreement for all such services.

14. B Patient Transition Services. Upon termination of this Agreement, Employee shall cooperate fully to effect an orderly and timely transfer to other providers with whom Employer has contracted to provide care and treatment for patients who were being treated by Employee pursuant to the terms of this Agreement.

14. C Cooperation in Billing. Employee shall continue to cooperate with Employer and Foundation in pursuing the billing and collection of any payments to which Employer or Foundation may be entitled for services rendered pursuant to this Agreement (including post-termination services rendered pursuant to this Section 14).

15. OTHER POST-TERMINATION OBLIGATIONS.

15. A Surrender and Vacating of Premises. Upon termination, Employee shall surrender to Employer possession of the offices and equipment assigned to Employee at the applicable Care

Center(s), together with all furniture, furnishings, and other appurtenances thereto, excepting reasonable use and wear thereof.

15. B Return of Proprietary Property. Upon termination of this Agreement, and subject to the provisions of Section 14, above, Employee shall discontinue use of and shall promptly return to Employer and/or Foundation, as applicable, all proprietary property or information, manuals, and other materials associated with or regarding Employer, Foundation, and/or Foundation's Foundation Practice Program, together with all copies thereof.

15. C Cessation of Use of Software and Documents. Upon termination of this Agreement, and subject to the provision of Section 14, above, Employer shall cease to use all software arranged for or provided by Employer and/or Foundation, and within 30 days after termination shall return to Employer all software, related documentation and computer programs, and any copies thereof, in Employee's possession.

15. D Professional Liability Insurance Obligations. Any necessary professional liability insurance "tail" coverage shall be procured, as set forth in Section 9, above.

16. MISCELLANEOUS.

16. A Choice of Law. This Agreement shall be construed in accordance with the laws of the State of California applicable to domiciliaries thereof in transactions which occur entirely within its boundaries.

16. B Amendments. Except as provided at Article III, Section 1 and Article VIII, Section 1 of the Bylaws of the Employer, which provisions are hereby incorporated in this Agreement, no amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by Employee and a duly authorized representative of Employer.

16. C Waivers. A waiver of any term or condition of this Agreement shall not be construed as a general waiver by Employer, and Employer shall be free to reinstate any such term or condition with or without notice to Employee.

16. D Assignment by Employer. This Agreement shall be binding upon and inure to the benefit of the successors, assigns and representatives of Employer, but is personal to Employee and may not be assigned by Employee except with the express written consent of Employer which may be withheld in its sole and absolute discretion.

16. E Entire Agreement. This Agreement contains all representations and the entire understanding and agreement between the parties to it. Correspondence, memoranda or agreements, whether oral or written, originating before the Commencement Date are replaced in total by this Agreement except to the extent specifically referenced herein.

16. F Notices. Any notice between the parties hereto, whether or not required or permitted under this Agreement, shall be in writing and either delivered personally or sent by first class, certified United States mail, return receipt requested, postage prepaid, sent to the party's address appearing on the signature page of this Agreement. Employer and Employee may from time to

time substitute another address for purposes of receipt of notice by sending to the other party a notice in compliance with this Subsection.

Notices delivered personally are effective upon receipt. Mailed notices are effective on the third business day after the date appearing on the receipt issued by the United States Postal Services.

16.G Multiple Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument.

16.H Arbitration. The parties to this Agreement agree that the exclusive remedy for any controversy or claim (whether in tort, contract or otherwise) arising out of or relating to either the employment relationship between Employer and Employee or this Agreement (save those controlled by a specific statutory scheme, such as worker's compensation) shall be final and binding arbitration in Modesto, California in accordance with the rules of and under the auspices of the National Health Lawyer's Association. The foregoing notwithstanding, the parties agree that the right of either party to terminate Employee's employment as provided in the Agreement shall not be subject to arbitration or any judicial proceeding, but that the monetary consequences of such termination shall be subject to arbitration hereunder.

Each party shall pay the fees of the attorneys utilized by it and the expenses of the witnesses utilized by it together with all other expenses of such party connected with the presentation of the matter to arbitration. All other costs of the arbitration, including without limitation the fees of the arbitrator, the cost of any record and transcript of the arbitration and administrative fees shall be borne solely by the Employer.

Each party shall be entitled to and hereby authorizes the maximum discovery permitted under Title 9 of Part III of the California Code of Civil Procedure, Sections 1280 et seq., and successor provisions thereto. The award of the arbitrator shall be binding and final upon Employer and Employee. Judgment upon and enforcement of the award may be obtained in any court having jurisdiction.

16.I. Force Majeure In the event that Employer, due to an act of God or the public enemy, acts of government, fires, floods, earthquakes, strikes, labor disruptions, epidemics, or war, becomes unable to provide patient care services for more than a one month period, this Agreement shall become null and void as of the date of such event, and neither party shall be further liable to the other, except for any monies that are due and payable pursuant to Exhibit A-1.

17. RELATIONSHIP WITH SUTTER-GOULD MEDICAL FOUNDATION.

Employer and Foundation have entered into a medical practice foundation relationship, in accordance with California Health and Safety Code Section 1206(l), and, as part of this relationship; Employer and Foundation have executed the Services Agreement. Pursuant to the Services Agreement, the Foundation is obligated to provide for the use of Employer, the clinic facilities, equipment, non-physician personnel, supplies, and administrative services necessary to support the medical practice conducted by Employer. Accordingly, the parties to this Health Care Provider Employment Agreement agree and acknowledge that many of the duties and

responsibilities imposed on Employer under this Agreement will actually be performed or discharged by the Foundation in accordance with the terms of the Services Agreement. Nevertheless, as between Employer and Employee, Employer shall remain responsible for the performance of all of Employer's obligations under this Agreement. Notwithstanding this Section, the Foundation is intended to be a third party beneficiary to this Agreement, provided, however, Employee agrees and acknowledges that Employee shall not have any rights or claims against Foundation arising out of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this 15 day of January, 2018.

"Employer"

GOULD MEDICAL GROUP, INC.
a California Professional Corporation

By: _____
Martin F. Pricco, M.D., Its President

By: _____
Ronald D. Jensen, D.P.M., Its Secretary

Address: 600 Coffee Road
Modesto, California 95355
Attention: President

"Employee"

Stephen Noble, M.D.,
A Health Care Provider

Address: _____

GOULD MEDICAL GROUP, INC.

RECRUITMENT UNDERSTANDING

I, Stephen Noble, M.D., hereby signify that I have read and understand the following financial arrangements that were discussed during my recruitment interview at Gould Medical Group, Inc. I understand that this listing of financial arrangements does not constitute an offer of employment by Gould Medical Group, Inc., nor does it constitute a complete list of all such financial arrangements. My signature on this document does not constitute an acceptance of an offer of employment. These financial arrangements are subject to change prior to a formal offer of employment by Gould Medical Group, Inc.

VERIFICATION OF CREDENTIAL OF NEW PHYSICIANS

Prior to the first day of practice at the Gould Medical Group, Inc., the following credentials will be verified, reported and maintained on file:

1. Verification of current California State Medical License.
2. Acceptable report from the National Data Bank.
3. Acceptable letters of reference or dictated notes by physicians at the Gould Medical Group who have spoken directly with references.
4. Acceptable report from the Federation of State Medical Boards.
5. Acceptable Background Check.

I authorize Gould Medical Group, Inc. to obtain the above information.

0101258824 VA
Current License No. & State

FN5746257
DEA No.

4/17/1978
Date of Birth

[REDACTED]
Social Security No.


Stephen Noble, M.D.

, M.D.

GOULD MEDICAL GROUP, INC.

PRE-EMPLOYMENT PHYSICAL AND DRUG/ALCOHOL POLICY

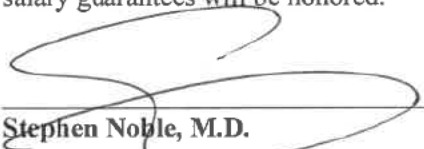
Contingent upon acceptance, physicians joining the Gould Medical Group, Inc. are required to have a negative drug/alcohol screen and pre-employment physical. A signed Physician Employment Agreement requires adherence to the policies of the Gould Medical Group, Inc.

WORK AND BEHAVIOR STANDARDS

Gould Medical Group, Inc., requires that physicians abide by productivity standards and/or goals, professional conduct standards, and follow the rules and regulations of Gould Medical Group, Inc., as approved by the Board of Directors. The Gould Medical Group, Inc. will review with the applicant, anticipated goals of productivity, standards of behavior, participation in various professional activities and will do so on a periodic basis.

SUMMARY

It is understood that the information given and the policies described are as accurate as possible. On occasion, policies may change with Gould Medical Group, Inc., and changes may occur after the initial interview and evaluation. In this case, the information given initially may become redundant and insofar as is possible, Group policy will prevail. Prospective physician applicants will be informed. Actual salary guarantees will be honored.

 _____, M.D. January 15, 2018
Stephen Noble, M.D. Date

PHYSICIAN EMPLOYMENT AGREEMENT

EXHIBIT "A-1"

COMPENSATION SCHEDULE

1. Pursuant to that certain written EMPLOYMENT AGREEMENT by and between **Stephen Noble, M.D.**, an individual ("Employee"), and GOULD MEDICAL GROUP, INC., a California professional corporation ("Employer"), Employer shall pay Employee base compensation in the amount of **\$650,000 per year payable in 24 equal semimonthly installments.**
2. Moving expenses will be paid by Employer up to **\$10,000.**
3. It is understood that a compensation review may be conducted after one year of employment and/or annually thereafter during any extended term of this Agreement. Any change in compensation will be based on Employee's level of activity and commitment to employer, as well as, considerations of quality service.
4. On the first payroll date following the commencement of Employee's employment, Employee shall receive a sign-on bonus of **\$50,000.** This bonus is an incentive to and contingent on Employee remaining employed with Employer for a minimum of **three (3) years.** In the event Employee voluntarily terminates his employment with Employer before the **third** anniversary of his agreed-upon start date, Employee shall be obligated to repay a pro rata share of the sign-on bonus to Employer. Employee shall repay any portion of his sign-on bonus owed to Employer within 60 days of his termination date. Employer shall pay Employee the sign-on bonus, subject to legally required deductions, on the first regular pay date following commencement of Employee's employment.
5. Employee will receive the standard benefits offered by GMG which includes the medical benefit credit (for Health, Dental, Life, and Long Term Disability insurance), board certification stipend, and a standard Business Expense/CME account per calendar year (pro-rated during the first year). Employee will be immediately eligible for participation in the 401k salary-deferral retirement plan; and at the quarter following one year of employment, employee will become eligible for participation in the Profit Sharing Pension Plan (employer contribution).
6. This offer will expire if not executed by: **January 23, 2018.**
7. **START DATE** will be **September 4, 2018** or a mutually agreeable date.

IN WITNESS WHEREOF, the parties have executed this Compensation Schedule this 15 day of January, 2018.

GOULD MEDICAL GROUP, INC.
a California Professional Corporation

By: _____
Martin F. Pricco, M.D., Its President

By: _____
Ronald D. Jensen, D.P.M., Its Secretary

By: _____
Stephen Noble, M.D., Employee

EXHIBIT D TO COMPLAINT

A345399

FILED

In the office of the Secretary of State
of the State of California

JAN 26 1988

March Fong Eu
MARCH FONG EU, Secretary of State

California Corporate No.: 0638935

SECOND
RESTATED ARTICLES OF INCORPORATION
OF

THE GOULD MEDICAL GROUP, INC.
a California professional corporation

J. WARREN MCKIBBEN, M.D. and O.C. JENSEN, M.D. certify
that:

1. They are the President and the Secretary, respectively, of THE GOULD MEDICAL GROUP, INC., a California professional corporation.

2. The Articles of Incorporation are amended and restated to read as follows:

"ONE: The name of this Corporation is THE GOULD MEDICAL GROUP, INC.

"TWO: The purpose of this Corporation is to engage in the profession of the practice of medicine, surgery and related matters and any other lawful act or activities (other than the banking or trust company business) not prohibited to a Corporation engaging in such profession by applicable laws and regulations.

"THREE: This Corporation is a Professional Corporation within the meaning of Part 4 of Division 3 of Title 1 of the Corporations Code of the State of California.

"FOUR: This Corporation is authorized to issue only one class of shares of stock. The total number of shares which the Corporation is authorized to issue is ONE HUNDRED FIFTY THOUSAND (150,000). Each share of stock of this Corporation shall be without par value.

"FIVE: This Corporation elects to be governed by all the provisions of the new law (as defined in Section 2300 of the Corporations Code of the State of California) not otherwise applicable to this Corporation under Chapter 23 of the new law.

1 "SIX: Approval of the outstanding shares shall be
2 required for the following:

3 "(a) Purchase (by the payment of cash, on credit,
4 pursuant to an exchange or otherwise) by this Corporation
5 of any single item of equipment, any fixture, or any
6 furnishing if (i) the value of such item of equipment,
7 fixture or furnishing exceeds FIFTY THOUSAND AND NO/100
8 DOLLARS (\$50,000.00); or (ii) the value of all items of
9 equipment, fixtures and furnishings so purchased during
10 the 365-day period preceding the purchase exceeds TWO
11 HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00);

12 "(b) Purchase (by the payment of cash, on credit,
13 pursuant to an exchange or otherwise) by this Corporation
14 of any parcel of real property if (i) the value of such
15 parcel is in excess of ONE HUNDRED FIFTY THOUSAND AND
16 NO/100 DOLLARS (\$150,000.00); or (ii) the value of all
17 parcels so purchased during the 365-day period preceding
18 the purchase exceeds THREE HUNDRED THOUSAND AND NO/100
19 DOLLARS (\$300,000.00);

20 "(c) Any incurrence of indebtedness by this Corpo-
21 ration which is not for the purchase of a capital asset
22 if the amount of such indebtedness is in excess of FIFTY
23 THOUSAND AND NO/100 DOLLARS (\$50,000.00) or if the out-
24 standing amount of indebtedness of this Corporation which
25 is not for the purchase of a capital asset exceeds ONE
26 HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00). For
27 purposes of the preceding sentence, neither trade pay-
28 ables nor bank overdrafts shall be considered to be in-
29 debtedness.

30 "(d) Entering into any contract (other than a con-
31 tract for the purchase of capital assets which shall be
32 subject to (a), (b) or (c) of this Article SIX, as
33 applicable) pursuant to which this Corporation will pay
34 or receive more than FIFTY THOUSAND AND NO/100 DOLLARS
35 (\$50,000.00) in cash, services, property or otherwise; and

36 "(e) Any material change in the profit distribution
37 formula of this Corporation with respect to employees of
38 the Corporation who are also shareholders of this Corpo-
39 ration.

40 "SEVEN: Approval by a fifty percent (50%) vote of the
41 outstanding shares shall be required for any further issuance
42 of shares by this Corporation.

43 "EIGHT: The liability of the directors of this Corpo-
44 ration for monetary damages shall be eliminated to the fullest
45 extent permissible under California law.



O.C. JENSEN, M.D.,
Secretary

EXHIBIT E TO COMPLAINT



State of California

Secretary of State

S

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. CORPORATE NAME

2. CALIFORNIA CORPORATE NUMBER

This Space for Filing Use Only

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

☐ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4	CITY	STATE	ZIP CODE

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
8. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
9. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE

Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

10. NAME	ADDRESS	CITY	STATE	ZIP CODE
11. NAME	ADDRESS	CITY	STATE	ZIP CODE
12. NAME	ADDRESS	CITY	STATE	ZIP CODE

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

DATE TYPE/PRINT NAME OF PERSON COMPLETING FORM TITLE SIGNATURE

State of California

Secretary of State



S

Attachment to
Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

This Space for Filing Use Only

A. CORPORATE NAME

B. CALIFORNIA CORPORATE NUMBER

C. List of Additional Directors

NAME	ADDRESS	CITY	STATE	ZIP CODE
NAME	ADDRESS	CITY	STATE	ZIP CODE
NAME	ADDRESS	CITY	STATE	ZIP CODE
NAME	ADDRESS	CITY	STATE	ZIP CODE
NAME	ADDRESS	CITY	STATE	ZIP CODE
NAME	ADDRESS	CITY	STATE	ZIP CODE
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NAME	ADDRESS	CITY	STATE	ZIP CODE
NAME	ADDRESS	CITY	STATE	ZIP CODE

EXHIBIT F TO COMPLAINT



State of California

Secretary of State

S

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. CORPORATE NAME

2. CALIFORNIA CORPORATE NUMBER

This Space for Filing Use Only

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

☐ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4	CITY	STATE	ZIP CODE

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
8. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
9. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE

Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

10. NAME	ADDRESS	CITY	STATE	ZIP CODE
11. NAME	ADDRESS	CITY	STATE	ZIP CODE
12. NAME	ADDRESS	CITY	STATE	ZIP CODE

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

DATE TYPE/PRINT NAME OF PERSON COMPLETING FORM TITLE SIGNATURE

State of California

Secretary of State



S

Attachment to
Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

This Space for Filing Use Only

A. CORPORATE NAME

B. CALIFORNIA CORPORATE NUMBER

C. List of Additional Directors

NAME	ADDRESS	CITY	STATE	ZIP CODE
NAME	ADDRESS	CITY	STATE	ZIP CODE
NAME	ADDRESS	CITY	STATE	ZIP CODE
NAME	ADDRESS	CITY	STATE	ZIP CODE
NAME	ADDRESS	CITY	STATE	ZIP CODE
NAME	ADDRESS	CITY	STATE	ZIP CODE
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NAME	ADDRESS	CITY	STATE	ZIP CODE

EXHIBIT G TO COMPLAINT

1282751 OUT
AGREEMENT OF MERGER
BY AND BETWEEN

FILED *us*
Secretary of State
State of California
MAR 01 2016
40

SUTTER VALLEY MEDICAL FOUNDATION AND
SUTTER GOULD MEDICAL FOUNDATION

This Agreement of Merger is entered into by and between SUTTER VALLEY MEDICAL FOUNDATION, a California nonprofit public benefit corporation ("**Surviving Corporation**") and SUTTER GOULD MEDICAL FOUNDATION, a California nonprofit public benefit corporation ("**Merging Corporation**") (collectively referred to as the "**Parties**").

The parties agree as follows:

1. Merging Corporation shall be merged into Surviving Corporation (the "**Merger**").
2. Upon the Merger, the separate existence of Merging Corporation shall cease and Surviving Corporation shall succeed, without any other transfer, to all rights and property of Merging Corporation and shall be subject to all the debts and liabilities thereof in the same manner as if Surviving Corporation had itself incurred them. All rights of creditors and all liens upon the property of the Merging Corporation shall be preserved unimpaired, provided that such liens upon property of Merging Corporation shall be limited to the property affected thereby immediately prior to the time the Merger is effective.
3. Merging Corporation shall, from time to time and as requested by Surviving Corporation, execute and deliver all reasonable documents and instruments and take all reasonable actions necessary or desirable to evidence or carry out the Merger.
4. The effect of the Merger is as prescribed by law.
5. The file date of the Merger shall be March 1, 2016.

[signature page to follow]

EXHIBIT H TO COMPLAINT

1670
Corp. No. C1818727

FILED
Secretary of State
State of California

NOV 01 2015

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
SUTTER MEDICAL FOUNDATION

James E. Conforti and Penny G. Westfall certify that:

1. They are the President and Secretary, respectively, of Sutter Medical Foundation, a California nonprofit public benefit corporation.
2. The articles of incorporation of this corporation are amended and restated in their entirety to read as follows:

"AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
SUTTER VALLEY MEDICAL FOUNDATION

ARTICLE I

The name of this corporation is Sutter Valley Medical Foundation.

ARTICLE II

A. This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the California Nonprofit Public Benefit Corporation Law for charitable purposes.

B. The primary purposes of this corporation are:

1. To establish, acquire, equip and maintain outpatient clinics and other health care operations for the provision of health care services in the communities served by this corporation;
2. To contribute to the growth, development and financial strength of Sutter Health, a California nonprofit public benefit corporation, and all its affiliated corporations that comprise an integrated health care delivery system;
3. To promote and carry on educational and research activities related to the sick, injured, disabled and for the promotion of health;
4. To promote or carry out such other activities as may be deemed advisable to enhance the well-being of the people in the communities served by this corporation; and

Corp. No. C1818727

5. To improve access to health care services for individuals who are unable to afford them, and participate in programs operated pursuant to Titles XVIII and XIX of the Social Security Act.

C. The general purpose of this corporation is to have and exercise all rights and powers conferred on nonprofit public benefit corporations under the laws of the State of California.

ARTICLE III

A. This corporation is organized and operated exclusively for charitable purposes within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and successor provisions thereto (the 'Code').

B. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on: (1) by a corporation exempt from federal income tax under section 501(c)(3) of the Code; or (2) by a corporation, contributions to which are deductible under section 170(c)(2) of the Code.

C. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

ARTICLE IV

The property of this corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the corporation, its assets remaining after payment or provision for payment of all debts and liabilities of this corporation shall be transferred exclusively to and shall become the property of Sutter Health, a California nonprofit public benefit corporation. If Sutter Health no longer: (a) exists; (b) qualifies as an exempt organization under section 501(c)(3) of the Code; or (c) is organized and operated exclusively for charitable, hospital, scientific purposes, or charitable and educational purposes meeting the requirements for exemption provided by Section 214 of the Revenue and Taxation Code, then the assets of this corporation shall be transferred to and shall become the property of such nonprofit funds, foundations or corporations as are designated by the Board of Directors of this corporation and which: (1) have established their tax-exempt status under section 501(c)(3) of the Code; and (2) are organized and operated exclusively for charitable, hospital, scientific purposes, or charitable and educational purposes meeting the requirements for exemption provided by Section 214 of the Revenue and Taxation Code."

3. The foregoing amendment and restatement of articles of incorporation has been duly approved by the Board of Directors.

Corp. No. C1818727

4. The foregoing amendment and restatement of articles of incorporation has been duly approved by the required vote of the sole member.
5. The file date of these Amended and Restated Articles of Incorporation shall be November 1, 2015.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Dated: 10-27-15


James E. Conforti, President

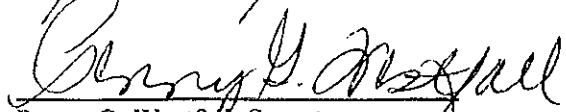

Penny G. Westfall, Secretary

EXHIBIT I TO COMPLAINT

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
SUTTER HEALTH

FILED 
in the office of the Secretary of State
of the State of California

MAY 11 2012

Patrick E. Fry and Florence L. Di Benedetto certify that:

1. They are the President and the Assistant Secretary, respectively, of Sutter Health, a California nonprofit public benefit corporation.
2. The articles of incorporation of this corporation are amended and restated in their entirety to read as follows:

“AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
SUTTER HEALTH

I

The name of the corporation is Sutter Health.

II

A. This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable purposes.

B. The specific and primary purpose of this corporation is to support or benefit the charitable organizations listed below, including any charitable subsidiary of those organizations:

Adolescent Treatment Centers, Inc.
East Bay Perinatal Center
Eden Medical Center
Mills-Peninsula Health Services
Palo Alto Medical Foundation for Health Care, Research and Education
Samuel Merritt University
Sutter Central Valley Hospitals
Sutter Coast Hospital
Sutter East Bay Hospitals
Sutter East Bay Medical Foundation
Sutter Gould Medical Foundation
Sutter Health Sacramento Sierra Region
Sutter Health Pacific
Sutter Medical Center, Castro Valley
Sutter Medical Foundation
Sutter Visiting Nurse Association and Hospice
Sutter West Bay Hospitals
Sutter West Bay Medical Foundation

In furtherance of this purpose, this corporation is authorized:

- (1) To engage in and conduct charitable, educational, and scientific activities, and to further such activities as may be deemed advisable for the advancement of health care.
- (2) To coordinate activities of organizations of which it is a member and their affiliated organizations which are engaged in health care for the betterment of the general health of the communities served.
- (3) To provide for the planning and liaison of health care services among health care service organizations in the communities served, and to otherwise assist such organizations in the performance of their activities.
- (4) To facilitate interchange of ideas among health care service organizations and the communities served through educational activities and otherwise so as to advance the planning for and delivery of high quality health care services in the communities served.
- (5) To sponsor, encourage, promote and advance the provision of health care and the activities of health care institutions and the betterment of health care in the communities served.
- (6) To promote quality of care in all of the health care facilities and services owned or managed by its affiliated entities.
- (7) To assist in or perform administrative functions of the charitable organizations that it supports.
- (8) To promote or carry on such other activities as may be deemed advisable for the betterment of the general health of the communities served.

C. The general purpose of this corporation is to have and exercise all rights and powers conferred on nonprofit public benefit corporations under the laws of the State of California; provided, however, that this corporation shall not to any substantial degree, engage in any activity or exercise any power that is not in furtherance of the specific purposes set forth at IIB of these articles.

III

A. This corporation shall not carry on propaganda or otherwise attempt to influence legislation to such extent as would result in the loss of exemption under section 501(c)(3) of the Internal Revenue Code. This corporation shall not participate in or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office.

B. Notwithstanding any other provision of these articles, the corporation shall not engage in any activity not permitted to be carried on (1) by a corporation exempt from federal

income tax under section 501(c)(3) of the Internal Revenue Code; (2) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code; or (3) by a public charity described in sections 509(a)(1), (2), or (3) of the Internal Revenue Code.

IV

The property of this corporation is irrecoverably dedicated to charitable purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon dissolution or winding up of the corporation, its assets remaining after payment or provision for payment of all debts and liabilities of this corporation shall be transferred exclusively to and shall become the property of Sutter Health Sacramento Sierra Region, a California nonprofit public benefit corporation. If Sutter Health Sacramento Sierra Region no longer: (a) exists; (b) qualifies as an exempt organization under section 501(c)(3) of the Internal Revenue Code; or (c) is organized and operated exclusively for hospital, scientific, charitable and educational purposes meeting the requirements for exemption provided by Section 214 of the Revenue and Taxation Code, then the assets of this corporation shall be transferred to and shall become the property of such nonprofit funds, foundations or corporations as are designated by the Board of Directors of this corporation and which: (a) are organized and operated exclusively for hospital, scientific, charitable and educational purposes meeting the requirements for exemption provided by Section 214 of the California Revenue and Taxation Code; and (b) have established their tax-exempt status under section 501(c)(3) of the Internal Revenue Code.

V

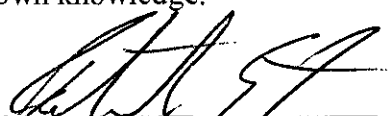
The liability of the directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law."

3. The forgoing amendment and restatement of the articles of incorporation has been duly approved by the Board of Directors.

4. Sutter Health has no members.

We further declare under penalty of perjury under the Laws of the state of California that the foregoing matters are true and correct of our own knowledge.

Dated: 5/11/2012


Patrick E. Fry, President

Dated: 5/11/2012

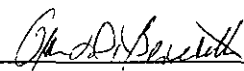

Florence L. Di Benedetto, Assistant Secretary

EXHIBIT J TO COMPLAINT

A0822612

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
SUTTER HEALTH

FILED
Secretary of State
State of California

DEC 20 2018

Sarah Krevans and Florence L. Di Benedetto certify that:

1. They are the President and Chief Executive Officer and the Assistant Secretary, respectively, of Sutter Health, a California nonprofit public benefit corporation.
2. The Articles of Incorporation of this corporation are amended and restated in their entirety to read as follows:

“AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
SUTTER HEALTH

ARTICLE I

The name of the corporation is Sutter Health.

ARTICLE II

A. This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable purposes.

B. The specific and primary purpose of this corporation is to support or benefit the charitable organizations listed below:

East Bay Perinatal Center
Sutter Bay Hospitals
Sutter Bay Medical Foundation
Sutter Coast Hospital
Sutter Health Pacific
Sutter Valley Hospitals
Sutter Valley Medical Foundation
Sutter Visiting Nurse Association and Hospice

In furtherance of this purpose, this corporation is authorized:

- (1) To engage in and conduct charitable, educational, and scientific activities, and to further such activities as may be deemed advisable for the advancement of health care.
- (2) To coordinate activities of organizations of which it is a member and their affiliated organizations which are engaged in health care for the betterment of the general health of the communities served.

- (3) To provide for the planning and liaison of health care services among health care service organizations in the communities served, and to otherwise assist such organizations in the performance of their activities.
- (4) To facilitate interchange of ideas among health care service organizations and the communities served through educational activities and otherwise so as to advance the planning for and delivery of high quality health care services in the communities served.
- (5) To sponsor, encourage, promote and advance the provision of health care and the activities of health care institutions and the betterment of health care in the communities served.
- (6) To promote quality of care in all of the health care facilities and services owned or managed by its affiliated entities.
- (7) To assist in or perform administrative functions of the charitable organizations that it supports.
- (8) To promote or carry on such other activities as may be deemed advisable for the betterment of the general health of the communities served.

C. The general purpose of this corporation is to have and exercise all rights and powers conferred on nonprofit public benefit corporations under the laws of the State of California; provided, however, that this corporation shall not to any substantial degree, engage in any activity or exercise any power that is not in furtherance of the specific purposes set forth at Article II B.

ARTICLE III

A. This corporation shall not carry on propaganda or otherwise attempt to influence legislation to such extent as would result in the loss of exemption under section 501(c)(3) of the Internal Revenue Code. This corporation shall not participate in or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office.

B. Notwithstanding any other provision of these articles, the corporation shall not engage in any activity not permitted to be carried on (1) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code; (2) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code; or (3) by a public charity described in sections 509(a)(1), (2), or (3) of the Internal Revenue Code.

ARTICLE IV

The property of this corporation is irrecoverably dedicated to charitable purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon dissolution or winding up of the corporation, its assets remaining after payment or provision for payment of all debts and liabilities of this corporation shall be transferred exclusively to and shall become the property of one or more of its affiliated charitable organizations. If there are no affiliated charitable organizations that: (a) exist; (b) qualify as an exempt organization under section 501(c)(3) of the Internal Revenue Code; or (c) are organized and operated exclusively for hospital, scientific, charitable and educational purposes meeting the requirements for exemption provided by Section 214 of the Revenue and Taxation Code, then the assets of this corporation shall be transferred to and shall become the property of such nonprofit fund(s), foundation(s) or corporation(s) as are designated by the Board of Directors of this corporation and which: (a) are organized and operated exclusively for hospital, scientific, charitable and educational purposes meeting the requirements for exemption provided by Section 214 of the California Revenue and Taxation Code; and (b) have established their tax-exempt status under section 501(c)(3) of the Internal Revenue Code.

ARTICLE V

The liability of the directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.”

3. The forgoing amendment and restatement of the Articles of Incorporation has been duly approved by the Board of Directors.

4. Sutter Health has no members.

We further declare under penalty of perjury under the Laws of the state of California that the foregoing matters are true and correct of our own knowledge.

Dated: 12/13/2018


Sarah Krevans
President and Chief Executive Officer

Dated: 12/13/2018

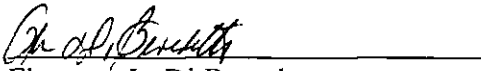

Florence L. Di Benedetto
Assistant Secretary

EXHIBIT K TO COMPLAINT

Cardiac Surgery Quality Dashboard

Confidential

Sutter Memorial Medical Center Modesto 2017 & 2019

	MMC 2017	MMC 2018Q2	MMC 2018Q3	MMC 2018Q4	MMC 2019Q1	Like Group	STS
Isolated CABG							
Operative Mortality Risk Adjusted Rate	2.2%	4.2%	4.4%	5.0%	ND	2.5%	2.2%
Complications: Any, Unadjusted	49.6%	45.9%	44.4%	45.3%	51.3%	40.1%	39.8%
Complications: Permanent Stroke, Adjusted	0.6%	1.3%	0.9%	1.3%	2.6%	1.4%	1.3%
Complications: Prolonged Vent, Adjusted	10.5%	16.2%	14.3%	14.1%	12.8%	8.4%	7.6%
Complications: Deep Sternal Wound Infections (including Mediastinitis), Adjusted	0.6%	0.0%	0.0%	0.0%	0.0%	0.3%	0.3%
Conduit Harvest/Cannulation Site Infection, Unadjusted	2.4%	3.3%	2.2%	3.1%	2.6%	0.4%	0.3%
Complications: Renal Failure, Adjusted	0.6%	2.9%	3.5%	3.3%	ND	2.5%	2.2%
Complications: Any Major, Adjusted	14.8%	23.9%	21.2%	19.4%	ND	12.9%	12.0%
Complications: Any Reoperation, Adjusted	5.2%	9.2%	7.7%	7.9%	ND	3.9%	3.9%
Complications: Bleeding, Reoperation, Unadjusted	4.8%	6.6%	5.6%	5.5%	10.3%	1.8%	1.7%
Initial Ventilation Hours Median	11.6	12.4	11.1	12.4	11.0	5.4	5.3
Initial Ventilation <6 Hours	20.8%	14.8%	14.4%	14.1%	23.1%	57.4%	58.2%
Initial ICU Hours Mean	78.8	76.2	67.9	72.4	93.6	78.7	71.5
Initial ICU Hours Median	48.8	66.6	55.0	50.2	52.8	53.5	48.5
Cardiopulmonary Bypass Time - Mean	142.2	147.0	143.5	145.7	138.0	98.7	96.2
Cardiopulmonary Bypass Time - Median	142.0	147.0	142.0	146.0	140.0	93.0	91.0
Cross-Clamp Time - Mean	107.5	122.0	120.0	122.0	112.6	72.2	70.3
Cross-Clamp Time - Median	115.0	ND	ND	113.0	116.0	68.0	66.0
IMA Use (excludes Redo)	95.7%	98.2%	98.8%	98.3%	97.1%	99.0%	99.2%
Endovascular/Endoscopic Vein Harvest	0.0%	0.0%	0.0%	0.0%	0.0%	90.8%	92.7%
Post-Procedure Mean LOS Days	7.8	7.9	7.7	7.9	9.7	7.0	7.0
Post-Procedure Median LOS Days	6.0	6.0	6.5	7.0	7.0	6.0	6.0
Post-Procedure LOS 25th Percentile	5.0	5.0	5.0	5.0	6.0	5.0	5.0
Post-Procedure LOS 75th Percentile	8.0	9.0	8.0	9.0	11.0	8.0	8.0
Short Stay: PLOS Under 6 Days, Risk adjusted	47.2%	28.7%	27.3%	26.4%	ND	46.1%	46.7%
Long Stay: PLOS Over 14 Days, Risk adjusted	3.5%	5.9%	5.7%	4.8%	ND	5.1%	5.2%
Length of Stay Total Median	11.0	11.0	11.0	11.0	11.0	8.0	8.0
30 Day Readmissions – STS	23.6%	20.3%	18.4%	15.7%	18.9%	10.7%	10.3%
Atrial Fibrillation, New Onset	34.6%	18.0%	22.1%	23.4%	20.6%	25.6%	26.0%
★Pre -OP Beta Blockers (Eligible Cases)	84.2%	87.8%	90.3%	89.3%	93.5%	95.6%	96.3%
★Beta Blockers at Discharge (Eligible Cases)	98.3%	98.2%	98.8%	99.2%	100.0%	98.5%	98.8%
★Anti-lipids at Discharge (Eligible Cases)	99.2%	99.1%	97.6%	98.3%	100.0%	97.8%	98.1%
★Antiplatelets at Discharge (Eligible Cases)	100%	99.0%	98.8%	100.0%	100.0%	98.1%	98.3%
Antiplatelets: ASA, P2Y12, Adenosine-diphosphate receptor antagonists. Anti-Lipids: Statins, Non Statins							

10.11.2019 M.V

ND = No Data for this period

Confidential

Green ≥ STS Like

Red < STS Like

EXHIBIT L TO COMPLAINT

CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING

Right to Sue

This document is not your proof of submission. Complete the submission process within 30 days to initiate DFEH review. After 30 days, all information provided will be erased from the DFEH website.

Case Name: **Noble / The Gould Medical Group, Inc. et al.**

INSTRUCTIONS

Are you filing for someone else?: **Yes**

COMPLAINANT INFORMATION

Name: **Stephen Noble**

Address: [REDACTED]

City/State/Zip: [REDACTED]

Telephone: [REDACTED]

Mobile

Email: [REDACTED]

Are you filing against a?: **Both**

COMPLAINANT DEMOGRAPHIC INFORMATION

THIS INFORMATION IS OPTIONAL AND IS ONLY USED FOR STATISTICAL PURPOSES

COMPLAINANT'S REPRESENTATIVE

Name: **Karina Johnson**

Address: **2033 N Main St Ste 340**




City/State/Zip: **Walnut Creek, California 94596-3727**

Telephone: **(510) 841-7500**

Mobile

Email: **kj@physiciansadvocates.com**

RESPONDENT AND CO-RESPONDENT(S)

Name	Address	Telephone	Mobile	Email
The Gould Medical Group, Inc.	600 Coffee Rd Modesto, California 95355			
Sutter Gould Medical Foundation	1316 Celeste Dr 120 Modesto, California 95355			
Sutter Valley Medical Foundation	2801 Capital Avenue, Suite 202 Sacramento, California 95833			
Sutter Health	2200 River Plaza Drive Sacramento, California 95833			
Sutter Memorial Medical Center	1700 Coffee Rd Modesto, California 95355			
Doctors Medical Center of Modesto, Inc.	14201 Dallas Pkwy Dallas, Texas 75254			
Lit Fung				
Judy Fung				
John Talieh				

DATES OF HARM

Most Recent Date of Harm: **August 10, 2021**

I ALLEGE THAT I EXPERIENCED DISCRIMINATION:

Because of my actual or perceived:

Race
Ancestry
Color
Other
Association with a member of a protected class

As a result I was:

Terminated
Forced to quit
Denied hire or promotion
Reprimanded
Denied equal pay
Suspended
Demoted
Denied any employment benefit or privilege
Other
Denied work opportunities or assignments

I ALLEGE THAT I EXPERIENCED HARASSMENT:

Because of my actual or perceived:

Race
Ancestry
National origin (includes language restrictions)
Color
Genetic information or characteristic
Other
Association with a member of a protected class

I ALLEGE THAT I EXPERIENCED RETALIATION:

Because I:

Reported patient abuse (hospital employees only)
Reported or resisted any form of discrimination or harassment

As a result I was:

Terminated
Forced to quit
Denied hire or promotion
Reprimanded
Denied equal pay
Suspended
Demoted

Denied any employment benefit or privilege

Other

Denied work opportunities or assignments

Briefly describe what you believe to be the reason(s) for the discrimination, harassment, or retaliation. (Optional)

COMES NOW Plaintiff, STEPHEN NOBLE, M.D. and by and through his attorneys as to Defendants GOULD MEDICAL GROUP, INC., SUTTER GOULD MEDICAL FOUNDATION, SUTTER VALLEY MEDICAL FOUNDATION, INC., SUTTER HEALTH, SUTTER MEMORIAL MEDICAL CENTER, DOCTORS MEDICAL CENTER OF MODESTO, INC., LIT K. FUNG, M.D., MRS. JUDY FUNG, JOHN TALIEH, M.D., AND DOES 1-100, and hereby files this Complaint and alleges as follows: I. SYNOPSIS 1. Sutter Health, Sutter Gould Medical Group along with the other Defendants are guilty of using unfair and racially discriminatory practices against Black and other minority doctors. For their own economic gain and control of power, Defendants use false allegations and intimidation tactics to target their own doctors – especially Black and other minority doctors to “keep them in line” and to suppress them financially and psychologically. 2. Stephen Noble, M.D., who is Black, was the victim of Defendants’ racially motivated attacks, even though he is one of the country’s most highly trained surgeons. He now brings this complaint for damages – including punitive damages and injunctive relief – to expose and halt Defendants’ unlawful systemic racism and to restore the respect due him as well as other Black and minority physicians who have similarly been the victims of Defendants’ racist practices. 3. In recruiting Dr. Noble to be a Sutter doctor, Defendants flatly lied to him and made false promises about the job they were offering to him; then, based on his race, they gave him an employment contract that broke their promises and paid him far below other physicians in his specialty who were not Black. 4. In reliance on Defendants’ promises, Dr. Noble moved his family across the country and started to work on September 4, 2018, but Defendants took systematic, malicious, and calculated steps to assure his failure. Defendants actively prevented him from building a practice and earning what other doctors in his specialty earned. For example, they refused to put him on the ER call schedule, they canceled or reassigned surgeries on Dr. Noble’s patients without Dr. Noble’s knowledge, etc. 5. Ultimately, Defendants fabricated sham allegations about Dr. Noble’s patient care, even though Dr. Noble’s surgical outcomes were better than the other surgeons employed by Sutter Gould in his specialty. 6. In the meantime, pretextually, Defendants used their sham allegations and his low productivity (which they caused) as the basis for slashing Dr. Noble’s salary by sixty percent (60%), making Dr. Noble the lowest paid full-time cardiothoracic surgeon in the entire United States. This obscene pay cut was racially motivated. Obviously, he was earning far less than Sutter Gould’s other cardiothoracic surgeons who were not Black. 7. Dr. Noble could not just resign and move on. As long as Defendants’ sham allegations were pending against him, he was considered to be “under investigation”. If he went ahead and resigned while “under investigation”, Sutter and Sutter Gould would have to report him to the California Medical Board (placing his medical license in jeopardy), and to the National Practitioners’ Data Bank (NPDB), which is a federal data base that identifies doctors who have a history of malpractice or medical discipline. A Data Bank report is ruinous to a doctor’s career because the Data Bank must be consulted by all future employers, hospitals, health plans, and other organizations that are key to the doctor’s livelihood. A report to the NPDB places a serious stigma and permanent stain on a doctor’s professional career and makes it very difficult for the doctor to find new employment or to carry on professionally; thus, it carries huge financial consequences for the doctor. 8. Using classic bullying tactics, Defendants repeatedly threatened to report Dr. Noble to the Medical Board and Data Bank. With their constant threats of reporting hanging over Dr. Noble’s head, he was forced to work in Defendant’s hostile and racist environment against his will. To keep Dr. Noble from taking another job and to further damage his reputation, Defendants deliberately dragged out their baseless “investigation” for nine months. 9. Defendants have used these bullying tactics

against other Black and minority physicians throughout the Sutter system as a means of intimidation as a way to force the physicians to remain employed by Sutter's medical groups, and as a way to drastically cut the doctors' pay. Defendants kept threatening Dr. Noble with a form of disciplinary action known as a Performance Improvement Plan ("PIP"). Defendants refused to clearly state their basis for the PIP. Dr. Noble refused to agree to the PIP. In spite of this refusal, however, Defendants falsely asserted that Dr. Noble was under a PIP. Like an "investigation," doctors cannot resign while they are under a performance improvement plan without being reported. So, Dr. Noble repeatedly asked Defendants to clarify his PIP status, but Defendants refused to answer, leaving him in limbo and unable to get out of the racist and hostile work environment. 10. Defendants then conspired to initiate a peer review investigation against Dr. Noble based on bogus charges. Again, Dr. Noble could not leave without being reported. 11. Ultimately, Dr. Noble had to disprove Defendants' sham allegations - not once, but twice. The effort, the cost, and the toll on his reputation caused him serious physical and emotional distress. He first disproved the charges to the satisfaction of his Department. However, Defendants apparently were not satisfied, so they referred the "investigation" to an "outside reviewer." It turned out, however, that the reviewer himself had been severely disciplined and unceremoniously removed as Chair of his Department at Baylor for his excessively high complication rate of 15%. In support of his case, Dr. Noble offered opinions from one of the country's leading experts in cardiothoracic surgery. Dr. Noble's expert was able to show that Dr. Noble's care was perfectly within acceptable standards. Sheepishly, the Medical Executive Committee (the body that governs the medical staff) voted not to impose discipline on Dr. Noble. 12. Dr. Noble endured over two and a half years of racially motivated mistreatment and humiliation by Defendants. So, as soon as he was no longer "under investigation" Dr. Noble submitted his resignation from Sutter Gould Medical Group and from the Medical Staff of Sutter Memorial Hospital. Defendants literally drove him out of town by constructively discharging him based on their discriminatory and tortious acts. 13. Subsequent events bore out Dr. Noble's belief that Defendants actions were race-based. While Dr. Noble was struggling so hard to build a patient base, Sutter and Sutter Gould were plotting to recruit and hire his replacement. Dr. Noble's last day was the new recruit's first day at work. The replacement doctor was ethnically Chinese. It was reported that Dr. Fung, head of Cardiothoracic Surgery, stated to a colleague that he was glad to finally have "someone who looked like him" working with them. Sutter Gould also subsequently hired another cardiothoracic surgeon who is Caucasian. II. AN INTRODUCTION TO PLAINTIFF, STEPHEN NOBLE, M.D., PHYSICIAN AND DECORATED WAR HERO 14. Plaintiff, Stephen Noble, M.D. is a board-certified cardiothoracic surgeon, with advanced fellowship training in heart surgery. Dr. Noble participated in a Master's program in Medical Sciences in 2001 at the Indiana School of Medicine. He later graduated from the same University with a medical degree in 2006. From 2006-2011, Dr. Noble was a General Surgery Resident at Oregon Health and Science University. 15. From 2011-2013 he served as a General Surgeon at the Naval Hospital Twentynine Palms. He then obtained further surgical expertise at Ohio State University completing a Cardiothoracic Fellowship (2013-2015). Dr. Noble served as chief resident at Ohio State and received the Housestaff Citizenship Award. He then became an Assistant Professor, United States Navy, Naval Medical Center Portsmouth in Cardiothoracic Surgery (2015-2018). Dr. Noble's distinguished curriculum vitae is attached as Exhibit A. All told, Dr. Noble has had twelve years of medical training including two years of highly specialized training in heart and cardiothoracic surgery. He has authored scientific papers and lectured in his field. His training and professional achievements make Defendants' treatment of him all that much more disrespectful and abasing. 16. Dr. Noble is a decorated war hero who proudly served our country in the armed forces for seven years as a general surgeon and cardiothoracic surgeon. He was deployed to Afghanistan in 2016 as part of Operation Resolute Support where he treated over 81 severely injured soldiers with a 99% survival rate. Even when his camp came under attack, he kept on triaging and treating the wounded. For his brave service in this very dangerous combat zone, he received two Navy and Marine Corps Commendation Medals, the National Defense Service Medal, the Afghanistan Campaign, the Global War on Terrorism Medal, the NATO ISAF (International Security Assistance Force) Medal, and the Navy Sea Service Deployment Award; he also received commendations for: Navy Expert Rifle Qualification, Navy Expert Pistol Qualification, and Combat Casualty Care Course Sierra Platoon Leader. III. THE DEFENDANTS 17. Sutter Health intentionally obfuscates its relationships among the various Sutter enterprises by frequently changing corporate names and corporate structure. This corporate shell game is intended to confuse

consumers, the courts and even its employed physicians. All the entities in the health system, however, still start with the word “Sutter.” Sutter Health consists of at least 24 acute care hospital facilities, 31 ambulatory surgery centers, nine cancer centers, six specialty care centers, nine major physician organizations, 8,200 physicians and 48,000 employees located in 19 counties in Northern California. All report to a single CEO. The description of the duties of Sutter Health’s CEO on its website clearly show both the united hierarchy, and unity of interest of all the Sutter entities: “As president and CEO of Sutter Health, Sarah Krevans leads the network’s 24 hospitals, 53,000 employees, 14,000 clinicians, outpatient services, research facilities, home health and hospice care services, and business professionals.” 18. Thus, the corporate Defendants are all clearly affiliated corporations and agents of each other (See Corp. C. §150), as well as co-conspirators. 19. Sutter Health is a 501(c)(3) corporation which was established to provide assistance to other corporations which included “Sutter Gould Medical Foundation” (See Exhibit I (May 11, 2012 Amended and Restated Articles of Incorporation.)) These articles were amended on December 20, 2018 (Exhibit J) and eliminated Sutter Gould Medical Foundation and substituted Sutter Valley Medical Foundation in its place. Therefore, at all times relevant herein, Sutter Valley Medical Foundation and Sutter Health existed to assist each other’s business goals and are operationally and financially interrelated. 20. The Sutter Gould Medical Group, Inc. (“Sutter Gould”) is a California professional corporation which employed Dr. Noble. (The Memorandum of Understanding is attached hereto as Exhibit B and the Employment Contract is attached as Exhibit C.) “Gould Medical Group of the Sutter Gould Medical Foundation” is how the entity self identifies itself in the Memorandum of Understanding with Dr. Noble. (Exhibit B dated January 8, 2018). However, a copy of the 2nd Restated Articles of Incorporation that were in effect at all times relevant herein, is attached as Exhibit D. The Statement of Information filed February 19, 2019 and the Statement of Information filed September 3, 2019 are attached as Exhibits E and F respectively. No other Statement Information has ever been filed. The entity has been a registered California corporation since 11/12/1971. These documents identify the entity as “The Sutter Gould Medical Foundation.” This complaint uses the name registered with the State of California and abbreviates it to “Sutter/Gould”. 21. The Sutter Gould Medical Foundation (which Gould in its Memorandum of Understanding claimed to be part of or related to as set forth in paragraph 2 above), did not exist in 2018 or at any time relevant to this action. Said group was “merged out” on March 1, 2016 and was absorbed into the “Sutter Valley Medical Foundation” (Exhibit G). Hence any references to “Sutter Gould Medical Foundation” are intended to reference “Sutter Valley Medical Foundation” (and vice versa) as a single, integrated entity. The abbreviation “SVMF” will be used in this complaint to represent this merged entity. 22. Sutter Valley Medical Foundation, Inc. (SVMF) is a California Corporation which by its Amended and Restated Articles of Incorporation (11/1/2015), filed herein as Exhibit H have been formed (in part), to establish clinics and medical facilities and “[t]o contribute to the growth, development and financial strength of Sutter Health...”. The corporation is a 501(c)(3) corporation under the Internal Revenue Code of 1986. 23. Sutter Memorial Medical Center (“MMC”) is a not-for-profit hospital, part of the Sutter Health network. It is located at 1700 Coffee Road Modesto, California. It is also called Sutter Health Memorial Medical Center. (herein “Sutter Memorial”). 24. Doctors Medical Center of Modesto Hospitals (“DMC”) is a hospital located in Modesto which is a subsidiary of Tenet Healthcare Corporation. 25. Lit K. Fung, M.D. is a thoracic surgeon employed by Sutter Gould who both supervised and interacted with Dr. Noble. Dr. Lit K. Fung, M.D., was at all times relevant herein, a senior partner at Sutter Gould. In all matters alleged herein which relate to Dr. Fung, Plaintiff alleges that Dr. Fung acted in the course and scope of his employment with Sutter Gould and that his conduct, including his racially discriminatory and other wrongful conduct, was known to Sutter Gould and ratified by Sutter Gould. Dr. Lit K. Fung, M.D., further acted in concert with, aiding and abetting and in conspiracy with other persons to accomplish the unlawful conduct perpetrated against Dr. Noble. 26. Mrs. Judy Fung is the wife of Lit K. Fung, M.D. She is not an employee of Sutter Health or Sutter Gould, yet she scheduled the cardiothoracic surgeries for Sutter Gould patients. Hence, whenever when Dr. Noble wanted to schedule a surgery at Sutter Memorial or elsewhere, he had to go through Mrs. Fung. She would reassign and cancel Dr. Noble’s scheduled surgeries arbitrarily. She also controlled communications with Dr. Fung. So, if Dr. Noble wanted to reach his colleague and senior partner he had to go through Mrs. Fung. Defendants knew of Mrs. Fung’s unusual role, her offensive behaviors and ratified her decisions and behaviors in spite of complaints from Dr. Noble and regardless of the dangers her intermeddling posed for patient safety. Her access to

Patient Health Information was a violation of HIPPA. 27. Dr. John Talieh is a thoracic surgeon in Modesto, California now affiliated with Sutter Gould. Plaintiff alleges that Dr. Talieh acted in the course and scope of his employment with Sutter Gould and that his conduct, including his racially discriminatory and other wrongful conduct, was known to Sutter and Sutter Gould who ratified that conduct. John Talieh further acted in concert with, aiding and abetting and in conspiracy with other persons to accomplish the unlawful conduct perpetrated against Dr. Noble. 28. Does 1-100 are individuals and business entities, whose name, capacity and/or liability is not sufficiently known to include them by name. When their true names and capacities are known, this complaint will be amended to reflect the same. 29. Defendants and the individuals acting in concert with them acted with knowledge of the wrongful conduct of each other. The wrongful conduct of individuals was known to Sutter and Sutter Gould and ratified by each. All conduct alleged herein by individuals was done within the course, conduct and scope of their relationship to Sutter Health and Sutter Gould. The individuals Sutter Health and Sutter Gould acted as civil conspirators with the specific intent to further the wrongs set forth herein. The individuals and Gould acted deliberately to aid and abet the wrongdoing as set forth herein.

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