SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

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|---|---|
| TOMMY O. JOHNSON, by and through his Attorney-in-Fact REV. DORIS WHITE and JOHN DOE on behalf of themselves and all others similarly situated,<br><br>Plaintiffs,<br><br>v.<br><br>CITY AND COUNTY OF SAN FRANCISCO, and DOES ONE through TWENTY,<br><br>Defendants. | Case No. CPF-20-517064<br><br>ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL |

Before the court is an unopposed motion by plaintiff Tommy Johnson for preliminary approval of the settlement reached with defendant the City and County of San Francisco. On August 21, 2026, plaintiff filed a copy of the fully executed settlement agreement. Having reviewed and considered the parties' briefing and arguments, the court determines that this matter can be decided without hearing, IT IS HEREBY ORDERED that the court VACATES the August 21, 2026, preliminary approval hearing, GRANTS plaintiff's motion for preliminary approval of Amended Settlement Agreement[1], filed on August 21, 2026 ("settlement agreement"), a final approval hearing is **RESERVED** for **January 29, 2027, at 9:30 a.m.**, and the court otherwise **ORDERS** as follows:

[1] The parties filed a redacted version and lodged an unredacted version under seal. The unredacted version redacts solely the number of opt-outs. Once the deadline for class members to opt out has passed the court will unseal the unredacted version.

1. Except as otherwise specified here, the court adopts and incorporates by reference the terms and definitions of the settlement agreement.

2. The following Settlement Classes are conditionally certified for settlement purposes (SA, § 3(i)):

**Patients' Rights Class:** *All patients of LHH from April 14, 2022 to August 16, 2023.*

**Confidentiality Class:** *All patients of LHH from March 23, 2017 to February 17, 2026 (or their responsible party) to whom the San Francisco Department of Public Health sent written notice that their private medical and health information was acquired and disseminated by Defendants to persons not privileged to receive it without the patient's consent.*

3. The court finds that the Settlement Classes meet the requirements for certification under Code of Civil Procedure section 382 because: (1) the proposed Settlement Classes are numerous and ascertainable; (2) there are predominant common questions of law or fact; (3) Johnson's claims are typical of the claims of the members of the proposed Settlement Classes; and (4) a class action is superior to other methods to efficiently adjudicate this controversy.

4. The court has considered the *Dunk/Kullar* factors and preliminarily approves the settlement because it appears to be within the range of possible final approval as a fair, adequate, and reasonable settlement.

5. For settlement purposes only, Tommy Johnson is appointed as class representative. The court preliminarily finds he will adequately represent the Settlement Class for settlement purposes.

6. For settlement purposes only, Walkup, Melodia, Kelly & Schoenberger; Stebner Gertler & Guadagni; and Cotchett, Pitre & McCarthy are appointed as Class Counsel. The court preliminarily finds that Class Counsel will fairly and adequately represent the Settlement Class for settlement purposes.

7. CPT Group, Inc. is appointed as notice administrator. CPT Group, Inc. shall carry out all of the duties and responsibilities as set forth in the settlement agreement and this order, including, inter alia, the provision of notice to the Settlement Classes.

8. Eastern Point Trust Company is appointed as QSF administrator. Eastern Point Trust Company shall carry out all of the duties and responsibilities as set forth in the settlement agreement and this order, including, inter alia, administering and distributing the settlement funds.

9. CPT Institute is appointed as trust administrator. CPT Institute shall carry out all of the duties and responsibilities as set forth in the settlement agreement and this order, including, inter alia, establishing a pooled special needs trust and managing trust investments, taxes, and distributions.

10. The court approves the proposed form of notice attached to this order as **Exhibit A**. The court finds that distribution of the approved notice in accordance with the plan set forth in the settlement agreement (a) constitutes the best notice practicable under the circumstances, (b) constitutes valid, due, and sufficient notice to all members of the Settlement Class, and (c) complies fully with the requirements of California Code of Civil Procedure section 382 and California Rules of Court, rules 3.766 and 3.769.

11. On **January 29, 2027, at 9:30 a.m.**, in Department 613 this court will hold a final approval hearing to determine whether the settlement agreement should be finally approved as fair, reasonable, and adequate as well as the attorney's fees, costs, and service award that should be approved. All briefing and evidence for the motion for final approval and the motion for attorney's fees, costs, and service awards shall be filed no later than **December 18, 2026**, with two paper courtesy copies of all briefing and evidence promptly delivered to Department 613. Electronic courtesy copies of the proposed order and proposed final form of judgment (in Word format) shall be delivered to the Department 613 email inbox contemporaneously with e-filing. Class Counsel shall promptly inform the court of contemplated appearances by members of the Settlement Class, including whether an interpreter is needed. The court may change the date or time of the final approval hearing without further notice to the Settlement Class.

Dated: August 21, 2026

Jeffrey S. Ross

JEFFREY S. ROSS
Judge of the Superior Court

# EXHIBIT A

Superior Court of California, County of San Francisco

*Tommy O. Johnson, et. al. v. City and County of San Francisco, et al.*

Case No. CPF-20-517064

# Class Action Settlement Notice

## *Authorized by the Superior Court of California, County of San Francisco*

| | | |
|---|---|---|
| Did you live at Laguna Honda Hospital (LHH) ?<br><br>And/Or<br><br>Did you live at LHH after March and receive a written privacy violation notice from LHH? | There is a settlement of a lawsuit.<br><br>You may be entitled to money. | To be part of this settlement, you should:<br><br>Read this notice.<br><br>Make an election by |

**Important things to know:**

- If you take no action, you will be bound by the settlement, and your rights will be affected. You can learn more at: [website]

# Table of Contents

# Important Dates and Definitions

**Distribution Request:** A settlement class member (or any legal successor to any deceased settlement class member) may submit a Distribution Request to the Notice Administrator. Eligibility requirements apply and payment is contingent on the availability of settlement funds, as described more fully in this Notice.

**Distribution Election Postcard** is the postcard settlement class members will use to select how they receive their individual settlement award. Settlement class members electing Option 1 will receive a cash distribution, as described in this Notice. Settlement class members electing Option 2 will participate in a pooled special needs trust and be assigned an individual account from which they can make withdrawals to pay for qualified expenses.

**Election Period** is the initial sixty (60) day period following the mailing of Notice of Class Action Settlement during which time settlement class members may elect Option 1 or Option 2 for the receipt of individual Settlement Awards.

**Exclusion Deadline** is sixty (60) days after the mailing of this Notice of Class Action Settlement. This is the date by which a Settlement Class Member's request for exclusion must be postmarked and is also known as the "Opt-out" deadline.

**Objection Deadline** is sixty (60) days after the mailing of this Notice of Class Action Settlement. This is the date by which a Settlement Class Member's objection must be made.

**Notice Administrator:** CPT Group, Inc. is the Court-appointed Notice Administrator. In addition to providing this Notice to settlement class members, the Notice Administrator will maintain a website for the posting of case related documents, important dates and other information about the case. The Notice Administrator also will receive and track requests for exclusion ("Opt-Outs"), Distribution Election Postcards, and send reminder notices to settlement class members who do not submit Distribution Election Postcards within the Election Period.

**QSF Administrator:** Eastern Point Trust Company is the Court-Appointed administrator of the qualified settlement fund (QSF) from which settlement payments will be made to settlement class members who do not opt-out, including settlement class members selecting a cash distribution (Option 1).

**Trust Administrator:** CPT Institute is the Court-appointed Trust Administrator. The Trust Administrator will establish a Pooled Special Needs Trust and will be responsible for managing trust investments, taxes, and distributions. As Trust Administrator, CPT Institute will assign settlement class members electing Option 2 individual accounts from which they may pay for qualified expenses without losing eligibility for SSI or Medicaid.

# About This Notice

## Why did I get this notice?

This notice tells you about the settlement of a class action lawsuit, *Tommy O. Johnson, et. al. v. City and County of San Francisco, et al.*, Case No. CPF-20-517064, brought for residents at Laguna Honda Hospital & Rehabilitation Center ("LHH") in San Francisco. **You received this notice because you may be a member of the group of people affected, called the "Class."** This notice gives you a summary of the terms of the proposed agreement, explains what rights class members have, and provides important information to help class members make decisions about what action to take next.

## What do I do next?

Read this notice to understand the settlement and to determine if you are a class member. Then, if you are a class member, decide which of these actions you want to take:

| Options | What each option means: |
|---|---|
| **Participate** | Stay in the Settlement Class. Obtain settlement benefits but give up certain rights. |
| **Object** | Stay in the Settlement Class but object to the terms of the settlement. |
| **Opt Out** | Exclude yourself from the settlement and get no payment. May allow you to bring another lawsuit against the City and County of San Francisco about the same issues. |

Read on for more information about specifics of the settlement and what each option would mean for you.

## What are the most important dates?

Your deadline to object or opt out: **[60 days after notice]**

Your deadline to select how you wish to receive your Settlement Award is [60 days after notice]

Settlement final approval hearing: **[90 days after notice]**

# Learning About the Lawsuit

## What is this lawsuit about?

### Where can I learn more?

You can get a complete copy of the proposed settlement and other key documents in this lawsuit at

This notice tells you about the settlement of a class action lawsuit, *Tommy O. Johnson, et. al. v. City and County of San Francisco, et al.*, Case No. CPF-20-517064, originally filed in 2020 in San Francisco Superior Court. Plaintiffs Tommy Johnson and John Doe brought this lawsuit on behalf of residents at Laguna Honda Hospital ("LHH") against Defendants LHH and the City and County of San Francisco. Plaintiffs alleged Defendants engaged in a pattern and practice of not complying with nursing home regulations meant to protect patients' rights, which harmed those patients and contributed to the decertification of LHH and termination of its Medicare and Medicaid provider agreements by the Secretary of Health and Human Services in April 2022, as well as other violations of certain patients' rights to privacy and confidentiality in their personal and medical information. The City and County of San Francisco denies that it did anything wrong.

## Why is there a settlement in this lawsuit?

Plaintiffs' class claims allege that the City and County of San Francisco violated California Health and Safety Code section 1430(b) and the California Confidentiality of Medical Information Act, Civil Code § 56, *et* *seq.* In May of 2025, the parties agreed to settle, which means they have reached an agreement to resolve the lawsuit. Both sides want to avoid the cost and risk of continuing the case in court. The settlement is for the affected residents who brought the case and all members of the settlement classes. The Court has not decided this case in favor of either side.

### What is a class action settlement?

[illegible]

## What happens next in this lawsuit?

The Court will hold a Fairness Hearing to decide whether to approve the proposed settlement. The hearing will be held at:

**Where:** Superior Court of California, County of San Francisco
Civic Center Courthouse
400 McAllister St.
San Francisco, CA 94102
Tel: (415) 551-4000

**When:** 10:00 a.m. on [to be set]

The Court has directed the parties to send you this notice about the proposed settlement because Defendant's records indicate you resided at LHH between April 14, 2022 and August 16, 2023 and/or resided at LHH after 2017 and were sent written notification of a potential privacy violation at LHH involving your protected personal information. Because the settlement of a class action decides the rights of all members of the proposed classes, the Court must give final approval to the settlement before it can take effect. Payments will only be made if the Court approves the settlement.

You don't have to attend the Fairness Hearing (also referred to as the Final Approval Hearing), but you may at your own expense. You may also ask the Court for permission to speak and express your opinion about the settlement.

If the Court does not approve the settlement or the parties decide to end it, it will not take effect and the lawsuit will continue. The date of the hearing may change without further notice to class members.

To learn more and confirm the hearing date, go to [website].

# Learning About the Settlement

## What does the settlement provide?

The City and County of San Francisco has agreed to pay $5,750,000 into a settlement fund.

Upon Court approval and under the supervision of Class Counsel, three entities will provide notice to class members of the terms of this settlement and assist with its administration. Those entities are:

1. **CPT Group**: as the **Notice Administrator**, CPT Group will provide this Notice to settlement class members and maintain a website for the posting of case related documents, important dates and other information about the case. CPT Group also receive and track requests for exclusion ("Opt-Outs") and Distribution Requests submitted by class members, receive and track settlement class members' Distribution Election Postcard selections, and send reminder notices to settlement class members who do not submit Distribution Election Postcards.

2. **Eastern Point Trust Company**: as the **QSF Administrator**, Eastern Point Trust Company will receive settlement funds and establish and administer the qualified settlement fund from which settlement awards will be paid to class members who do not opt-out.

3. **CPT Institute**: as the **Trust Administrator**, CPT Institute will establish a Pooled Special Needs Trust and will be responsible for managing trust investments, taxes, and distributions. As Trust Administrator, CPT Institute will assign settlement class members electing Option 2 individual accounts from which they may pay for qualified expenses without losing eligibility for SSI or Medicaid.

After being used to pay initial settlement administration start-up costs and lawyer fees and expenses (in an amount to be approved by the Court described below), Settlement Class Members will share in the net amount remaining (estimated to be approximately $3,907,500) after final settlement approval as follows:

Confidentiality Class Members will be entitled to $750; Patients' Rights Class Members are entitled to a $1,000 base payment, with additional amounts added depending on the number of days the class member lived at Laguna Honda from April 14, 2022 and August 16, 2023.

Settlement Class Members potentially may be members of both settlement classes.

Specifically, after final settlement approval, net settlement funds will be allocated in two steps:

> **Confidentiality Class:** Members of the Confidentiality Class shall each be entitled to a settlement award of seven hundred fifty dollars ($750).
>
> **Patients' Rights Class:** After payments are made to Confidentiality Class Members, members of the Patients' Rights Class shall each be entitled to an initial, base payment of one thousand dollars ($1,000).
>
> Each Patients' Rights Class Member shall also receive an additional payment based on the number of days that Class Member resided at Laguna Honda Hospital during the Patients' Rights Class Period (or between April 14, 2022 and August 16, 2023). Each Patients' Rights class member's 'Residency Days Payment' will be based on the percentage of days the class member resided at LHH from April 14, 2022 through August 16, 2023 (the Patients' Rights Class Period).[1] Class members who lived at LHH for a greater number of days during the Patients' Rights Class Period will be entitled to a higher award compared

[1] Specifically, the 'Residency Days Payment' shall be calculated by the **QSF Administrator** as follows: First, the total number of days all Patients' Rights Class Members resided at Laguna Honda during the Patients' Rights Class Period ('Total Residency Days') are determined. Second, a 'Residency Days Percentage' for each Patients' Rights Class Member is calculated by dividing the class member's residency days by Total Residency Days. Third, the Residency Days Percentage for each Patients' Right Class Member is multiplied by the adjusted net Settlement Fund in order to determine the amount of the class member's individual award.

to class members who were resident for a fewer number of days.

Settlement class members will "release" their claims as part of the settlement, which means they cannot sue the City and County of San Francisco for the same issues and legal violations raised in this lawsuit. Released claims include those which are legally appropriate for class adjudication and are defined as all allegations made in the following: John Doe's government claims dated September 12, 2019 and February 13, 2020; each and every class action Complaint filed in this action ; Plaintiffs' Motion for Class Certification and all supporting evidence and legal theories; and the claims as described and the classes as certified in the July 26, 2024 Order Granting Plaintiffs' Motion for Class Certification.

In addition, Government Code section 911.2(a) provides: "A claim relating to a cause of action for death or for injury to person or to personal property or growing crops shall be presented as provided in Article 2 (commencing with Section 915) not later than six months after the accrual of the cause of action." For example, any person who did not file their own government claim with SAN FRANCISCO would be barred from filing suit concerning the facts, circumstances and legal theories asserted in PLAINTIFFS' CLAIMS. Any person who filed their own government claim with SAN FRANCISCO would be barred from filing suit concerning facts, circumstances and legal theories that accrued more than six (6) months before their own government claim was filed.

The full terms of the release can be found [here].

## How do I know if I am part of this settlement?

The settlement provides for relief to two specific classes. On July 26, 2024, the Court granted Plaintiffs' motion for class certification and certified the following classes (the "Classes"):

**Patients' Rights Class**: All patients of Laguna Honda Hospital from April 14, 2022 through August 16, 2023.

**Confidentiality Class**: All patients of LHH from March 23, 2017 to February 17, 2026 (or their responsible party) to whom the San

Francisco Department of Public Health sent written notice that their private medical and health information was acquired and disseminated by Defendants to persons not privileged to receive it without the patient's consent.

If you are part of either the **Patients' Rights Class** or the **Confidentiality Class** and satisfy the specific conditions therein, you are part of this settlement. If you (or someone for whom you are responsible) received this Notice from the **Notice Administrator** (CPT Group), Defendant's records indicate you are a member of the Patients' Rights and/or Confidentiality Class.

If you are unsure whether you are part of this settlement, contact the **Notice Administrator** at [phone number] or at [email].

## How much will my payment be?

Your payment amount will depend on the following factors:

- The number of valid requests for exclusion ("opt outs") submitted.
- The amount of the lawyer fees, costs, and service payments approved by the Court.
- Whether you are a member of the Confidentiality Class or the Patients' Rights Class
- If you are a Patients' Rights Class Member, how many days you lived at Laguna Honda between April 14, 2022 and August 16, 2023

# Deciding What to Do

## How do I weigh my options?

You have three options. You can (1) receive a Settlement Award by submitting a Distribution Election Postcard; (2) you can object to the settlement; or (3) you can exclude yourself from the settlement ("opt out") and retain your right to sue individually.

The following chart shows how your rights are affected by each option:

| | | Opt out | Object | Postcard Election |
|---|---|---|---|---|
| **Can I receive settlement money if I . . .** | | NO | YES | YES |
| **Am I bound by the terms of this lawsuit if I . . .** | | NO | YES | YES |
| **Can I pursue my own case if I . . .** | | YES | NO | NO |
| **Will the class lawyers represent me if I . . .** | | NO | NO | YES |

## How do I get a payment if I am a class member

If you are a settlement class member and your mailing address above is correct, you will receive, together with this Notice, a Distribution Election Postcard (or an embedded link to the postcard if you received this Notice by email). Use that postcard to choose how you want to receive your settlement payment.

You have two options:

**Option 1 - Cash Payment:** You can receive your settlement as a direct cash payment. By choosing this option, you acknowledge that you are responsible for managing the funds to maintain your eligibility for disability benefits such as SSI and Medicaid (Medi-Cal).

**Option 2 - Special Needs Trust:** You can receive your settlement into a **pooled special needs trust (SNT)**, which protects your money without affecting your eligibility for SSI or Medicaid (Medi-Cal).

A pooled SNT is managed by a nonprofit organization that combines funds from many beneficiaries for investment, while keeping individual accounts for each person. You can use your funds for a wide range of expenses, including:

- Medical and therapeutic care
- Support services
- Cell phones, clothing, travel, and entertainment

Note that funds are generally **paid directly to vendors**, not to you personally.

**Option 1 considerations:** In order to avoid penalties, SSI recipients have income reporting requirements to the Social Security Administration (SSA) and the CA Department of Health Care Services.

- You must report any lump-sum payment to the **Social Security Administration (SSA)** and your **local county Medi-Cal office** by the **10th day of the month after you receive it.**
- SSI asset limits are **$2,000/month for individuals** and **$3,000/month for couples.** These limits apply to countable assets like cash, bank accounts, stocks, and property.
- You can report your settlement to the SSA using any of these methods:
  - **By phone:** call the SSA toll-free at **1-800-772-1213** (TTY 1-800-325-0778).
  - **In Person:** visit your local Social Security office. To find your local office, use the SSA Office Locator tool.
  - **Online/By Mail:** you can also report changes or send signed documentation directly to your assigned local office.
- If your assets exceed these limits, you must "spend down"[2] the excess within that calendar month — for example, by purchasing goods or paying debts at fair market value — to keep your benefits.

**Option 2 considerations:** Pooled SNT beneficiaries, here Settlement Class Members selecting Option 2, can spend funds on numerous goods and services ranging from medical and therapeutic needs and support services, to cell phones, clothes, travel, and other entertainment items (although funds generally are not given directly to the beneficiary; the trustee pays vendors directly).

Upon Court approval, the nonprofit **CPT Institute** will serve as trustee of the pooled SNT as the **Trust Administrator**. They will manage individual accounts,

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[2] An SSI "spend down" is the process of reducing excess assets (over the $2,000 / $3,000 for couples limit) within a calendar month to maintain eligibility for disability benefits. A recipient of such disability benefits with assets (e.g., cash) exceeding the $2,000/$3,000 asset limitation must spend the excess funds on items such as consumer goods or debt repayments at fair market value. For example, a recipient of disability benefits with no other assets who received $5,000 in a given month could "spend down" that amount below the asset limitation by purchasing consumer goods (*e.g.*, a smart TV and computer) totaling more than $2,500.

handle investments, taxes, and distributions, and guide class members through the application process for Option 2. The **Trust Administrator** (CPT Institute) also will be available to assist Settlement Class Members with questions about Option 1 or Option 2.

**What You Need To Do**

Class members wishing to receive a Settlement Award need to return the postcard indicating whether they select Option 1 or Option 2 by **[60 days after notice (the "Election Period")]**. If you have questions about either option, the Trust Administrator (CPT Institute) will be available to assist once the Court approves the settlement.

Settlement Class Members who do not elect Option 1 or Option 2 by returning the postcard to the **Notice Administrator** before the Election Period, and does not otherwise timely opt-out, will be deemed to have selected Option 1 and will receive a cash distribution.

**CLASS MEMBER Responsibility for Tax Obligations**

Settlement payments may constitute taxable income under federal and applicable state law. **You may receive a Form 1099 reporting your settlement payment to the Internal Revenue Service (IRS).**

The tax treatment of your settlement payment depends on the nature of your individual claims and your personal tax situation. Defendant, Class Counsel, and the Court-approved Claims Administrators are not able to provide you with tax advice regarding your settlement payment.

**It is solely your responsibility to determine whether your settlement payment is subject to federal, state, or local income tax, and to report and pay any taxes owed.** You are strongly encouraged to consult a qualified tax professional or financial advisor to understand the tax consequences of your settlement payment before filing your tax return. *This notice is provided for informational purposes only and does not constitute legal or tax advice.*

**Change of Address and Request for Distribution**

If your address has changed, you must provide your new address to the **Notice Administrator**. In addition, a settlement class member (or any legal successor to any deceased Settlement Class Member) may submit a

Distribution Request to the **Notice Administrator**. A settlement class member (or legal successor) who has not been paid a settlement award is eligible for a settlement distribution upon verification by the **Notice Administrator** that the person on whose behalf that Distribution Request has been submitted is a member of a Settlement Class. Distribution Requests may be made up to ninety (90) days after the Election Period, and payment is contingent on the availability of settlement funds. To contact the **Notice Administrator**, visit [CPT Group website] or call [CPT Group phone number].

**Final Settlement Approval and Cy Pres Distribution of Undeliverable Funds**

Cash payments to class members are contingent upon final Court approval of the settlement. The Final Approval Hearing is presently scheduled for **[DATE]**. The date, time, or place of the Final Approval Hearing may be changed by the Court without notice to settlement class members, so you should check the settlement website at [website] or the Court's eCourt Public Portal online or by visiting the clerk's office of the Court (address below).

No monies in the Settlement Fund shall revert to Defendant. If, ninety (90) days after the Effective Date there are enough unclaimed settlement funds to make another distribution economically practical, the remaining monies shall be paid to the settlement class members who made a timely payment election, in the manner they elected to receive their initial payment. If a supplemental distribution is not economically feasible, the remaining balance shall be distributed through *cy pres* payment to an appropriate *cy pres* recipient(s) qualified under 501(c)(3) and nominated by Class Counsel and approved the Court. Class Counsel have no will have no interest or relationship, financial or otherwise, with the proposed recipient.

## Do I have a lawyer in this lawsuit?

In a class action, the court appoints lawyers to work on the case and represent the interests of all the class members. For this settlement, the Court has appointed the following lawyers as Class Counsel.

**Your lawyers:** Kathryn A. Stebner and Brian S. Umpierre from Stebner Gertler & Guadagni; Sara M. Peters and Khaldoun A. Baghdadi from Walkup, Melodia, Kelly & Schoenberger; Niall P. McCarthy and Anne Marie Murphy from Cotchett, Pitre & McCarthy LLP. These are the lawyers who negotiated this settlement on your behalf.

If you want to be represented by your own lawyer, you may hire one at your own expense.

### Do I have to pay the lawyers in this lawsuit?

Lawyers' fees and costs will be paid from the Settlement Fund. **You will not have to pay the lawyers directly.**

To date, the lawyers have not been paid any money for their work or the expenses that they have paid for the case. To pay for some of their time and risk in bringing this case without any guarantee of payment unless they were successful, the lawyers will request, as part of the final approval of this Settlement, that the Court approve a payment of up to $1,437,500 (or 25% of the total settlement value) total in attorneys' fees plus the reimbursement of out-of-pocket expenses not to exceed $150,000.

Lawyers' fees and expenses will only be awarded if they are determined to be fair and reasonable by the Court. You have the right to object to the lawyers' fees even if you think the settlement terms are fair.

The lawyers will also ask the Court to approve a payment of $5,000 to the Class Representative for the time and effort they contributed to prosecuting the case. If approved by the Court, the Service Award will be paid from the Settlement Fund.

# Opting Out

### What if I don't want to be part of this settlement?

You can opt out. If you do, you will not receive a settlement payment and cannot object to the settlement. However, you will not be bound or affected by anything that happens in this lawsuit and may be able to file your own case.

### How do I opt out?

Any member of the Settlement Classes may request to be excluded

from the settlement. To exclude yourself from the settlement, you must mail a written "Request for Exclusion."

- **Deadline:** Your request must be **postmarked** no later than 60 days after the official settlement notice was sent. Late requests will not be accepted.

**What Your Request Must Include:**

1. Your full name, current address, phone number, and email address (if applicable).
2. A clear sentence saying you want to be excluded from the settlement. For example, "I want to be excluded from the Settlement Class."
3. You must personally sign the letter.

To opt out of the settlement you must mail your opt out letter to the Notice Administrator at:

[CPT Group, Inc.]
[Street address]
[City, State, Zip Code]
[Phone Number]

**Be sure to include your name, address, telephone number, email address (if applicable), and signature.**

**What Happens If You Stay in the Settlement:**

If you do not request to be excluded, you will automatically be part of the settlement. This means:

- You need to complete the Distribution Election Postcard in order to choose how you receive any money from the settlement. If you do not select Option 1 or Option 2, you will be deemed to have selected Option 1 and will receive an individual cash distribution and will not participate in the Pooled Special Needs Trust.
- You must accept the final decision made by the court.
- You will give up your right to sue the City and County of San

Francisco in the future over the same issues this case covers.

**What Happens If You Leave the Settlement (Opt Out):**

If you correctly mail your request to be excluded on time, you will **not** be a part of the settlement. This means:

- You will **not** get any money from the settlement.
- The court's final decision in this case will **not** apply to you.
- You **keep** your right to sue the City and County of San Francisco on your own over these issues in the future.
- You **lose** your right to object to or complain about this settlement.

# Objecting

## What if I disagree with the settlement?

If you disagree with any part of the settlement (including the request for the lawyers' fees) but don't want to opt out, you may object in writing.

You must give reasons why you think the Court should not approve the settlement and say whether your objection applies to just you, a part of the class, or the entire class. The Court will consider your views. The Court can only approve or deny the settlement — it cannot change the terms of the settlement. You may, but don't have to, hire your own lawyer at your own expense to help you.

If you are a class member and believe the settlement is unfair, you have the right to object. You must object within 60 days from the date of this official notice. Class members may object by appearing at the final approval hearing without giving any prior notice.

**To object, send a written request to the Notice Administrator with the following seven items:**

1. Your full name, address, phone number, and email address (if applicable). If you have a lawyer, include their information, too.

2. A statement confirming that you lived at Laguna Honda Hospital during the time period that applies to the Class to which you think you belong.

3. A sentence saying whether you (or your lawyer) plan to show up to the final court hearing.

4. A clear explanation of why you object to the settlement. You should include all the facts and reasons for your objection.

5. Your signature. By signing, you are making a legal promise that everything you've written is true.

Mail the letter to:

[Notice Administrator/CPT Group, Inc.]
[Street address]
[City, State, Zip Code]
[Phone Number]

# Key Resources

## How do I get more information?

This notice is a summary of the proposed settlement.

The complete settlement with all its terms can be found [here]. To get a copy of the settlement agreement or get answers to your questions:

- Contact Class Counsel (information below)
- Visit the case website at [website]
- Access the Court's eCourt Public Portal online or by visiting the clerk's office of the Court (address below)

| Resource | Contact Information |
| --- | --- |
| Case website | [website] |
| Notice | [Notice Administrator / CPT Group, Inc.] |

| | |
|---|---|
| **Administrator** | [Street address]<br>[City, State, Zip Code]<br>[Phone Number] |
| **Pooled Special Needs Trustee (for disability benefits questions)** | [CPT Institute]<br>[Street address]<br>[City, State, Zip Code]<br>[Phone Number] |
| **Class Counsel** | **STEBNER GERTLER & GUADAGNI**<br>Kathryn A. Stebner<br>kathryn@sgg-lawfirm.com<br>Brian S. Umpierre<br>brian@sgg-lawfirm.com<br>870 Market Street, Suite 1285<br>San Francisco, CA 94102<br>Tel: (415) 362-9800<br>Fax: (415) 362-9801<br>www.sggklaw.com<br><br>**WALKUP, MELODIA, KELLY & SCHOENBERGER**<br>Sara M. Peters<br>speters@walkuplawoffice.com<br>Khaldoun A. Baghdadi<br>kbaghdadi@walkuplawoffice.com<br>650 California Street, 26th Floor<br>San Francisco, CA 94108<br>Tel: (415) 981-7210<br>Fax: (415) 391-6965<br>www.walkuplawoffice.com<br><br>**COTCHETT, PITRE & McCARTHY, LLP**<br>Anne Marie Murphy<br>AMurphy@cpmlegal.com<br>Niall P. McCarthy<br>NMcCarthy@cpmlegal.com<br>San Francisco Airport Office Center<br>840 Malcolm Road<br>Burlingame, CA 94010 |

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|---|---|
| | Tel: (650) 697-6000<br>Fax: (650) 697-0577<br>www.cpmlegal.com |
| **Court (DO NOT CONTACT)** | Superior Court of California, County of San Francisco<br>Civic Center Courthouse<br>400 McAllister St.<br>San Francisco, CA 94102<br>Tel: (415) 551-4000 |

**CERTIFICATE OF ELECTRONIC SERVICE**
(CCP 1010.6 & CRC 2.251)

I, Sean Kane, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On August 21, 2026, I electronically served the attached document via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: August 21, 2026

Brandon E. Riley, Court Executive Officer

By: ______________________________
Sean Kane, Deputy Clerk