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10 CITY AND COUNTY OF SAN FRANCISCO

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF SAN FRANCISCO
13 UNLIMITED JURISDICTION

14 TOMMY O. JOHNSON, by and through his
15 Attorney-in-Fact, REV. DORIS WHITE and
16 JOHN DOE on behalf of themselves and all
others similarly situated,

17 Plaintiffs,

18 vs.

19 CITY AND COUNTY OF SAN
20 FRANCISCO, and DOES ONE through
TWENTY,

21 Defendants.

Case No. CPF-20-517064

STIPULATION FOR CLASS SETTLEMENT

For All Purposes: Hon. Jeffrey S. Ross

Date Action Filed: March 24, 2020
Trial Date: August 4, 2025

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23 This case having come before the Hon. Mary Wiss, the Judicial Mediator appointed by the
24 Court since March 9, 2021, and who presided over the initial mediation on December 4, 2023 and
25 multiple mediation proceedings since that time, and the parties and their counsel having conferred, it is
26 hereby stipulated that this matter is deemed settled pursuant to the following terms and conditions:
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1 1. The City and County of San Francisco ("SAN FRANCISCO") shall pay to Plaintiffs
2 TOMMY O. JOHNSON, by and through his Attorney-in-Fact, REV. DORIS WHITE and JOHN
3 DOE, on behalf of themselves and all others similarly situated ("PLAINTIFFS") the total sum of
4 \$5,750,000 (Five Million, Seven Hundred and Fifty Thousand and XX/100 Dollars), i.e., (the
5 "TOTAL SETTLEMENT").

6 2. PLAINTIFFS release all CLAIMS, which are legally appropriate for class adjudication
7 and defined as all allegations made in the following: John Doe's government claims, dated September
8 12, 2019 and February 13, 2020; each and every complaint filed in this action (*i.e.*, Complaint, First
9 Amended Complaint, Second Amended Complaint, and Third Amended Complaint); PLAINTIFFS'
10 Motion for Class Certification and all evidence and legal theories submitted in support thereof; and the
11 claims as described and the classes as certified in the July 26, 2025 Order Granting Plaintiffs' Motion
12 for Class Certification.

13 3. This settlement includes an express waiver by all PLAINTIFFS and both classes of
14 Civil Code section 1542, as to any and all class claims whether or not they are known or suspected to
15 exist. Section 1542 provides: **"A general release does not extend to claims which the creditor does
16 not know or suspect to exist in his or her favor at the time of executing the release, which if
17 known by him or her must have materially affected his or her settlement with the debtor."**

18 4. Individuals who are not members of the class include, but are not limited to, all
19 Plaintiffs who filed suit in the following actions: *Jane Doe (Conservatees), et al. v. CCSF, et al.*,
20 CGC-21-592296; *Omar Abdullah v. CCSF, et al.*, CGC-20-583155; *Alfred Coutts v. CCSF, et al.*,
21 CGC-20-584459; *Elena Ruiz-Diaz, et al. v. CCSF, et al.*, CGC-20-585869; and *Jane Doe v. CCSF, et*
22 *al.*, CGC-20-200679.

23 5. All parties shall be responsible for their own attorneys' fees and costs. PLAINTIFFS'
24 attorneys may petition the Court to be compensated for a reasonable award of attorneys' fees,
25 expenses and costs from the TOTAL SETTLEMENT. Any fee or expense awarded by the Court shall
26 not increase the TOTAL SETTLEMENT, and it shall not operate to terminate or cancel this settlement
27 or affect or delay the approval of the final approval order.

28 6. PLAINTIFFS shall be responsible for any and all liens.

1 7. This Settlement is contingent on the stay being lifted to the Hon. Judge Cheng's July
2 26, 2025 Order Granting Plaintiffs' Motion for Class Certification, without any changes.

3 8. This Settlement is contingent on no more than [REDACTED] of the 735 class members (*i.e.*, [REDACTED]
4 class members) opting out of the class. The opt-out percentage will be privileged, redacted from all
5 copies of the Settlement Agreement and Mutual Release, and designated as FOR ATTORNEYS'
6 EYES ONLY.

7 9. Fees and costs for the settlement notice and opt-out process, initial and final approval of
8 settlement, and administration of settlement, including communication, allocation and resolution of
9 any disputes related thereto, will be paid solely from the TOTAL SETTLEMENT. The settlement
10 administrator and PLAINTIFFS' attorneys shall be exclusively responsible for allocation of the funds
11 as to members, costs, fees and expenses.

12 10. The settlement notice to the class will include the description of PLAINTIFFS'
13 CLAIMS as described in paragraph 2 (above) as well as the following language:

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

25 11. PLAINTIFFS' attorneys shall not solicit or encourage any class members to opt out of
26 the class, object to, or appeal the Court's final approval order and entry of judgment. PLAINTIFFS'
27 attorneys certify that they are not aware of any individuals who have or intend to opt out or object to
28 the class. PLAINTIFFS' attorneys further certify that they do not now represent, or intend to represent
in the future, any present or former class members in claims and/or litigation against Laguna Honda
Hospital, San Francisco Department of Public Health, the City and County of San Francisco, or any

1 other departments or employees of SAN FRANCISCO, related to the facts, legal theories, occurrences
2 and/or circumstances giving rise to the CLAIMS (described in paragraph 2, above).

3 12. This settlement is subject to the approval of the San Francisco Health Commission, the
4 San Francisco Board of Supervisors, and the Mayor of San Francisco.

5 13. After SAN FRANCISCO'S approval process is completed, SAN FRANCISCO will
6 provide PLAINTIFFS with its Settlement Agreement and Mutual Release, which PLAINTIFFS agree
7 to sign and deliver to SAN FRANCISCO within ten (10) days of receipt. Simultaneously with its
8 provision of the Settlement Agreement and Mutual Release to PLAINTIFFS, SAN FRANCISCO also
9 will provide a Settlement Class Member information list setting forth the name(s) and contact
10 information, and corresponding responsible party information, for settlement Class Members.

11 14. As soon as practicable after the Settlement Agreement and Mutual Release is fully
12 executed, PLAINTIFFS will move the Court for an order: (a) preliminarily approving this settlement;
13 (b) conditionally certifying the Settlement Class for settlement purposes; (c) approving the form,
14 manner, and content of the Class Notice; (d) setting the time and date of the hearing for final
15 settlement approval; (e) appointing PLAINTIFF JOHNSON as representative of the Settlement Class
16 for settlement purposes only; and (f) appointing PLAINTIFFS' counsel as Class Counsel for
17 settlement purposes only.

18 15. Not later than twenty-one (21) days after the entry by the Court of the Preliminary
19 Approval Order, PLAINTIFFS shall cause dissemination of Class Notice, as approved by the Court, to
20 potential Settlement Class Members be substantially complete in accordance with the following notice
21 program:

- 22 a. Mail Notice by first class U.S. Mail to the last known addresses of the
23 Settlement Class Member, and their family member(s) or legal representative(s),
24 as provided by SAN FRANCISCO in the Settlement Class Member Information
25 List. Returned mail shall be re-sent after a skip trace is performed.
- 26 b. E-mail Notice to the last known e-mail addresses of the Settlement Class
27 Member, and their family member(s) or legal representative(s), as provided by
28 SAN FRANCISCO in the Settlement Class Member Information List.

1 16. Any Settlement Class Member who intends to object to the fairness of the Settlement
2 must do so in writing no later than the Objection Date, which shall be sixty (60) calendar days after the
3 date which notice is disseminated. The written objection must include: (a) a heading which refers to
4 this matter; (b) the objector's name, address, telephone number and, if represented by counsel, of
5 his/her counsel; (c) a statement that the objector resided at Laguna Honda Hospital during the
6 Settlement Class Period; (d) a statement whether the objector intends to appear at the Final Approval
7 Hearing, either in person or through counsel; (e) a clear and concise statement of the objection to the
8 settlement, including all factual and/or legal grounds supporting the objection; (f) copies of any
9 papers, briefs, or other documents upon which the objection is based; and (g) the objector's signature
10 under penalty of perjury. Absent good cause found by the Court, any Settlement Class Member who
11 fails to make a timely written objection in the time and manner specified above shall be deemed to
12 have waived any objections and shall be foreclosed from making any objection (whether by objection,
13 appeal or otherwise) to the settlement.

14 17. Any member of the Settlement Class may request to be excluded from the settlement. A
15 Settlement Class Member who wishes to opt out and relinquish their rights to benefits under the
16 settlement must do so no later than sixty (60) calendar days after the date which notice is
17 disseminated. In order to opt out, a Settlement Class Member must send to the Court-appointed
18 Settlement Administrator via first class United States mail a written Request for Exclusion that is post-
19 marked no later than sixty (60) calendar days after the date which notice is disseminated. The Request
20 for Exclusion must be personally signed by the Settlement Class Member or their legal representative
21 requesting exclusion and must contain the following information: (a) the Settlement Class Member's
22 name, current address and telephone number; and (b) a statement that indicates a desire to be excluded
23 from the Settlement Class.

24 18. Any Request for Exclusion postmarked after sixty (60) calendar days after the date
25 which notice is disseminated shall not be valid. Any Settlement Class Member who does not make a
26 timely written Request for Exclusion shall be bound by all subsequent proceedings, orders and the
27 Order of Final Approval and Judgment Approving Class Action Settlement, even if he or she has
28 pending, or subsequently initiates, litigation, arbitration or any other proceeding against SAN

1 FRANCISCO relating to the Released Claims. Any Settlement Class Member who properly requests
2 to be excluded from the Settlement Class shall not: (a) be bound by any orders or judgments entered in
3 this matter relating to the settlement; (b) be entitled to an award from the Settlement Fund, or be
4 affected by the settlement; (c) gain any rights by virtue of the settlement; or (d) be entitled to object to
5 any aspect of the settlement.

6 19. This Stipulation for Class Settlement is binding and may be enforced by a motion under
7 Code of Civil Procedure section 664.6 or by any other procedure permitted by law in the applicable
8 Court. The parties intend and agree that this agreement is admissible, binding, and subject to
9 disclosure as provided by California Evidence Code section 1123, except that the opt-out percentage
10 will be redacted from all documents and privileged. This agreement is neither privileged nor
11 inadmissible under California Evidence Code section 1119, except as to the opt-out percentage as
12 discussed above.

13 20. PLAINTIFFS, their attorneys, and anyone else acting on behalf of any of them, shall
14 not disclose the terms of this settlement in any form, including but not limited to a press release or
15 media statement, until after the settlement is finally approved by the Court. Until that time,
16 PLAINTIFFS and their attorneys may disclose only that "settlement has been reached subject to the
17 approvals of SAN FRANCISCO and the Court."

18 21. PLAINTIFFS, their attorneys, and anyone else acting on behalf of any of them, shall
19 not make any public statement disparaging Laguna Honda Hospital, the San Francisco Department of
20 Public Health, the City and County of San Francisco, or any other department or employee of SAN
21 FRANCISCO in connection with PLAINTIFFS' CLAIMS or this settlement. Good faith statements
22 and allegations made by the PLAINTIFFS' class representative or their attorneys at any further Court
23 proceedings shall not constitute disparaging statements for purposes of this Stipulation.

24 22. This is a "no fault" settlement and neither PLAINTIFFS nor SAN FRANCISCO admit
25 any liability or wrongdoing.

26 23. The parties stipulate to a 6-month extension of the 5-year statute, i.e., Code of Civil
27 Procedure section 583.310, regarding the date by which this matter must be brought to trial. Thus, the
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1 new date by which this matter must be brought to trial shall be extended from September 24, 2025 to
2 March 24, 2026.

3 24. This settlement is contingent upon Court approval. In the event that the settlement is
4 not approved as submitted, does not reach Final Approval, or otherwise is terminated pursuant to the
5 terms herein, the Parties will be restored to their respective positions in the litigation as of the day of
6 this Stipulation for Class Settlement; the terms and provisions of this Stipulation for Class Settlement
7 will have no further force or effect with respect to the Parties; the Stipulation for Class Settlement will
8 not be used in this litigation or in any other proceeding for any purpose; and any judgment or order
9 entered by the Court in accordance with the terms of this Stipulation for Class Settlement, including
10 any order to remove the stay of the certification of the class or to certify the classes as part of the
11 settlement, will be vacated, *nunc pro tunc*, and the status of the litigation shall be as it was prior to the
12 execution of this Stipulation for Class Settlement.

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14 Dated: May 30, 2025

WALKUP, MELODIA, KELLY &
SCHOENBERGER

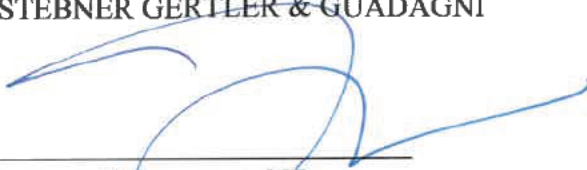
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17 By: 

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8 Dated: May 30, 2025

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16 CITY AND COUNTY OF SAN FRANCISCO
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