AMENDED SETTLEMENT AGREEMENT

1. This Amended Settlement Agreement arises from and relates to the Complaint filed in the San Francisco Superior Court, Case No. CPF-20-517064, entitled "*TOMMY O. JOHNSON, by and through his Attorney-in-Fact REV. DORIS WHITE and JOHN DOE, by and through his conservator Thomas O'Connor, on behalf of themselves and all others similarly situated, Plaintiffs, vs. CITY AND COUNTY OF SAN FRANCISCO, and DOES ONE through TWENTY, Defendants.*" This Amended Settlement Agreement is entered into between TOMMY O. JOHNSON, by and through his Attorney-in-Fact REV. DORIS WHITE, on behalf of himself and all others similarly situated, and DEFENDANT CITY AND COUNTY OF SAN FRANCISCO, and is subject to approval of the Court.

2. The PARTIES now desire to avoid the expense, burden and delay of litigation, and, without admitting or acknowledging any liability, to resolve all CLAIMS, as well as the ACTION, fully and forever in consideration of the promises contained herein.

3. Terms in this AGREEMENT are defined as follows:

   a. "ACTION" means the Third Amended Complaint filed in the San Francisco Superior Court entitled "*TOMMY O. JOHNSON, by and through his Attorney-in-Fact REV. DORIS WHITE and JOHN DOE, by and through his conservator Thomas O'Connor, on behalf of themselves and all others similarly situated, Plaintiffs, vs. CITY AND COUNTY OF SAN FRANCISCO, and DOES ONE through TWENTY, Defendants*" CPF-20-517064.

   b. "NOTICE ADMINISTRATOR" means CPT Group, Inc.

   c. "QSF ADMINISRTATOR" means Eastern Point Trust Company.

   d. "TRUST ADMINISTRATOR" mean CPT Institute.

   e. "AMENDED AGREEMENT" means this Amended Settlement Agreement.

   f. "RELEASED CLAIMS" means any claim, cause of action, or entitlement to relief that arises from or relates to the ACTION which are legally appropriate for class adjudication and defined as all allegations made in the following:

JOHN DOE'S government claims, dated September 12, 2019 and February 13, 2020; each and every complaint filed in the ACTION, i.e., Complaint, First Amended Complaint, Second Amended Complaint, and Third Amended Complaint; PLAINTIFFS' Motion for Class Certification and all evidence and legal theories submitted in support thereof; and the claims as described and the classes as certified in the July 26, 2024 Order Granting Plaintiffs' Motion for Class Certification, and as further defined herein at paragraph 3(i).

g. "CLASS COUNSEL" means the following counsel who appeared on behalf of the named Plaintiffs, Plaintiffs, or any of the CLASS MEMBERS in the ACTION, including but not limited to: WALKUP, MELODIA, KELLY & SCHOENBERGER, Sara Peters, Khaldoun A. Baghdadi, Joseph Nicholson; STEBNER GERTLER & GUADAGNI, Kathryn A. Stebner, Karman Guadagni, and Brian S. Umpierre; and COTCHETT, PITRE & McCARTHY, LLP, Niall P. McCarthy, Anne Marie Murphy, Blair V. Kittle.

h. "CLASS MEMBERS" means the members of the SETTLEMENT CLASSES certified by the Court who do not submit timely requests for exclusion from the Settlement Classes.

i. "SETTLEMENT CLASSES" means the following classes certified by the Court:

    1. <u>Patients' Rights Class</u>: All patients of LHH from April 14, 2022 to August 16, 2023.

    2. <u>Confidentiality Class</u>: All patients of LHH from March 23, 2017 to February 17, 2026[1] (or their responsible party) to whom the San Francisco Department of Public Health sent written notice that their

[1] As certified by the Court on July 26, 2024, the Confidentiality Class Period runs through "the present." For purposes of this Amended Agreement, the Parties hereby agree, subject to Court approval, that the Confidentiality Class Period shall terminate on February 17, 2026, the date upon which Defendant provided the Confidentiality class list to Plaintiffs' counsel.

private medical and health information was acquired and disseminated by Defendants to persons not privileged to receive it without the patient's consent.

j. "CLASS REPRESENTATIVE" means Tommy O. Johnson, by and through his Attorney-in-Fact REV. DORIS WHITE. The CLASS REPRESENTATIVE is also one of the CLASS MEMBERS.

k. "DEFENDANT" means the City and County of San Francisco.

a. "EFFECTIVE DATE" means the later in time of: (a) sixty (60) days after the date of entry of the Order of Final Approval and Judgment Approving Class Action Settlement, if no timely motions for reconsideration and/or no appeals or other efforts to obtain review have been filed; or (b) in the event that an appeal or other effort to obtain review has been initiated, the date after such appeal or other review has been finally concluded and is no longer subject to review, whether by appeal, petitions for rehearing, petitions for rehearing en banc, petitions for writ of certiorari, or otherwise.

l. "ELECTION PERIOD" means 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.

m. "EXCLUSION DEADLINE" means the date sixty (60) days after mailing of Notice of Class Action Settlement by which a Settlement Class Member's request for exclusion must be postmarked.

n. "OBJECTION DEADLINE" means the date sixty (60) days after mailing of Notice of Class Action Settlement by which a Settlement Class Member's objection must be made.

o. "JOHN DOE" means plaintiff JOHN DOE, by and through his conservator Thomas O'Connor. JOHN DOE is one of the CLASS MEMBERS.

DEFENDANT and JOHN DOE have agreed to settle JOHN DOE'S individual personal injury claims, the terms of which are set forth in a separate settlement agreement.

p. "PARTIES" means the CLASS MEMBERS and DEFENDANT.

q. "RELEASEES" means DEFENDANT City and County of San Francisco, all of its departments, divisions, commissions, agencies, boards, predecessors, successors, subsidiaries, related entities, and current and former officers, directors, trustees, agents, employees, attorneys, and assigns. Laguna Honda Hospital and Rehabilitation Center is one of the RELEASEES.

4. Individuals who have previously released claims against DEFENDANT and who are not entitled to any benefit under this AGREEMENT are all individuals, on their own behalves, and on behalf of their heirs, executors, administrators, assigns and successors, who filed separate actions in the San Francisco Superior Court, including: *Jane Doe (Conservatees), et al. v. CCSF, et al.*, CGC-21-592296; *Omar Abdullah v. CCSF, et al.*, CGC-20-583155; *Alfred Coutts v. CCSF, et al.*, CGC-20-584459; *Elena Ruiz-Diaz, et al. v. CCSF, et al.*, CGC-20-585869; and *Jane Doe v. CCSF, et al.*, CGC-20-200679.

5. In exchange for the promises by the CLASS MEMBERS in this AGREEMENT, DEFENDANT will pay $5,750,000 (FIVE MILLION, SEVEN HUNDRED AND FIFTY THOUSAND AND XX/100 DOLLARS) ("the TOTAL SETTLEMENT").

6. Within three (3) calendar days of the date the Court signs the Order of Final Approval and Judgment Approving Class Action Settlement, Defendant shall pay to the QSF ADMINISTRATOR the TOTAL SETTLEMENT, which will be administered and distributed by the QSF ADMINISTRATOR consistent with the terms of this AMENDED AGREEMENT.

7. Within three (3) calendar days of receipt of the TOTAL SETTLEMENT, the QSF ADMINISTRATOR will make and deduct the following payments from the TOTAL SETTLEMENT:

a. Attorneys' Fees in an amount to be awarded by the Court but not to exceed 25% of the TOTAL SETTLEMENT, and expenses and costs not to exceed $150,000.00;

b. Notice and Administration Costs as set forth more fully herein;

c. Service Award, in an amount to be approved by the Court not to exceed $5,000.

8. The TOTAL SETTLEMENT, less the money used to make the payments in the preceding paragraph 7, shall be the SETTLEMENT FUND. The SETTLEMENT FUND shall be maintained in a "Qualified Settlement Fund" (QSF) within the meaning of Treasury Regulation section 1.468B, from which individual settlement awards will be paid, including through the funding of a pooled special needs trust from which Settlement Class Members can make withdrawals from individual accounts to pay for qualified expenses.

9. Upon Court approval, the QSF shall be created through Eastern Point Trust Company. The SETTLEMENT FUND shall be paid into the QSF within three (3) days of the QSF ADMINISTRATOR having made the payments identified in paragraph 7.

10. Upon Court approval, CPT Institute, as trustee, shall be authorized to establish a pooled special needs trust (PST), under the supervision of CLASS COUNSEL. As TRUST ADMINISTRATOR, CPT Institute shall be responsible for managing trust investments, taxes, and distributions as set forth more fully in this AMENDED AGREEMENT.

11. Subject to final approval by the Court of the settlement, and in consideration of the TOTAL SETTLEMENT and for other promises in this AGREEMENT, and for other good and sufficient consideration, all CLASS MEMBERS, on their own behalves, and on behalf of their heirs, executors, administrators, assigns and successors, fully and forever release and discharge RELEASEES from the RELEASED CLAIMS. This AMENDED AGREEMENT is a complete and general release that will forever bar CLASS MEMBERS from pursuing the RELEASED CLAIMS against any RELEASEE. CLASS REPRESENTATIVE and RELEASEES understand and expressly

agree that any and all rights under Section 1542 of the California Civil Code are hereby expressly waived. Section 1542 of the California Civil Code reads as follows:

> **A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

12. CLASS MEMBERS represent and warrant that CLASS MEMBERS have not assigned or transferred, or agreed to assign or transfer, or attempted to assign or transfer to any third party or entity (including without limitation any insurer) any interest in any of the released CLAIMS. CLASS MEMBERS agree to defend, indemnify and hold harmless the RELEASEES against any loss, expense or liability, including without limitation reasonable attorneys' fees, arising from any breach of the foregoing. Furthermore, in the event that DEFENDANT learns that any of the CLASS MEMBERS have breached this warranty, DEFENDANT may, at its sole option, elect to rescind this AGREEMENT in which case any CLASS MEMBERS in breach of this warranty shall immediately remit back to DEFENDANT their portion of the TOTAL SETTLEMENT.

13. In further consideration of the foregoing, CLASS MEMBERS hereby agree, acknowledge and recognize that nothing contained in this AGREEMENT shall constitute or be treated as an admission of liability or wrongdoing by CLASS MEMBERS or DEFENDANT, which liability or wrongdoing is expressly denied by the PARTIES. DEFENDANT expressly denies liability for the CLAIMS asserted and specifically denies and does not admit any of the pleaded facts not admitted in its pleadings in the ACTION.

14. CLASS MEMBERS represent and warrant that either (a) there are no liens, including without limitation any medical reimbursement, unemployment or disability compensation liens, in existence which may attach to any portion of the TOTAL SETTLEMENT or to any recovery paid to CLASS MEMBERS pursuant to the ACTION, or (b) to the extent there are any such liens against CLASS MEMBERS, CLASS MEMBERS will pay and retire all such liens out of the any portion of the TOTAL SETTLEMENT they receive.

15. The TOTAL SETTLEMENT constitutes damages and attorneys' fees stemming from class action claims. CLASS COUNSEL make no characterization of the SETTLEMENT for tax or other purposes. CLASS MEMBERS understand and agree that they are solely responsible for and legally bound to make payment of taxes, if any, which are determined to be owed by them by any taxing authority as a result of this Agreement. CLASS MEMBERS agree and understand that the DEFENDANT has not made any representations regarding the tax treatment of payments pursuant to this Agreement and CLASS MEMBERS agree that they are responsible for determining the tax, auditing, and/or financial consequences to them, if any. Each CLASS MEMBER is responsible for his/her tax reporting and other obligations respecting the Amended Agreement, if any. CLASS MEMBERS receiving Forms 1099 reporting their settlement payments to the Internal Revenue Service are solely responsible for determining whether such settlement payments are subject to federal, state, or local income tax, and to report and pay any taxes owed.

16. Upon entry of the final order and judgment approving this settlement as fair, adequate, and reasonable, and confirming certification of the SETTLEMENT CLASSES, the Court shall retain ongoing jurisdiction over the Parties to enforce the terms of the judgment including the claims administration process and the administration of the qualified settlement fund and pooled special needs trust and the respective trustees thereof.

17. DEFENDANT, at its sole discretion, has the right to terminate this AGREEMENT, pursuant to the confidential term related to Opt-Outs. This AGREEMENT is contingent on no more than [redacted] of the 518 total individuals in the SETTLEMENT CLASSES (i.e., [redacted] individuals in the SETTLEMENT CLASSES) opting out as CLASS MEMBERS. The PARTIES agree that the opt-out percentage and maximum number of opt-out CLASS MEMBERS is privileged, redacted from all copies of the AGREEMENT, and designated as "FOR ATTORNEYS' EYES ONLY."

18. The settlement notice to CLASS MEMBERS will include the description of RELEASED CLAIMS as described in paragraph 3.c. (above) as well as the following language:

> 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 CLASS MEMBERS' 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.

19. CLASS COUNSEL shall not solicit or encourage any class members to opt out of the class, object to, or appeal the Court's final approval order and entry of judgment. CLASS COUNSEL certify that they are not aware of any individuals who have or intend to opt out or object to the class. CLASS COUNSEL 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 other departments or employees of DEFENDANT, related to the facts, legal theories, occurrences and/or circumstances giving rise to the RELEASED CLAIMS described in paragraph 3.c. (above).

20. As soon as practicable after the AGREEMENT is fully executed, but not later than April 15, 2026, CLASS MEMBERS will move the Court for an order: (a) preliminarily approving this settlement; (b) approving the form, manner, and content of the Class Notice; and (c) setting the time and date of the hearing for final settlement approval.

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

a. Mail Notice by first class U.S. Mail to the last known addresses of the Settlement Class Member, and their family member(s) or legal representative(s), as provided by DEFENDANT in the Settlement Class Member Information List. Returned mail shall be re-sent after a skip trace is performed.

b. E-mail Notice to the last known e-mail addresses of the Settlement Class Member, and their family member(s) or legal representative(s), as provided by DEFENDANT in the Settlement Class Member Information List

19. CLASS COUNSEL propose CPT Group as Notice Administrator. Upon Court approval, CPT Group will complete the following tasks as part of its notice administration duties: (a) establish a static website for the posting of case related documents, important dates and other information about the case; (b) prepare, print, and mail notification of the pending matter and election postcards to settlement class members; (c) email notification to settlement class member(s) (or their family members) whose email address was provided by Defendant (with Email notifications providing a link for settlement class members to complete an election postcard electronically); (d) process undeliverable mail and locate updated addresses for settlement class members whose notices are returned; (e) receive and track requests for exclusion ("Opt-Outs") submitted by potential class members; (f) receive and track settlement class members' election postcard selections; (g) send reminder notices to settlement class members who do not submit election postcards; and (h) any other tasks as mutually agreed upon by the parties or directed by the Court.

20. Any of the CLASS MEMBERS who intend to object to the fairness of the settlement may appear in person at the hearing on final approval or do so in writing no later than the Objection Date, which shall be sixty (60) calendar days after the date which notice is disseminated. The written objection must include: (a) the objector's name, address, telephone number and, if represented by counsel, of his/her counsel; (b) a statement that the objector believes they qualify as a member of either Settlement Class; (c) a statement whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel; (d) a clear and concise statement of the objection to the settlement, including all factual and/or legal grounds supporting the objection; and (e) the objector's signature under penalty of perjury. Absent good cause found by the Court, any CLASS MEMBERS who fail to appear in person to object or make a written objection in the time specified above shall be deemed to have waived any objections.

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

22. Any Request for Exclusion postmarked after sixty (60) calendar days after the date on which notice is disseminated shall not be valid. Any CLASS MEMBER who does not make a timely written Request for Exclusion shall be included in the SETTLEMENT CLASSES and bound by all subsequent proceedings, orders and the Order of Final Approval and Judgment Approving Class Action Settlement, even if he or she has pending, or subsequently initiates, litigation, arbitration or any other proceeding against DEFENDANT relating to the RELEASED CLAIMS. Any CLASS MEMBER who properly requests to be excluded from the SETTLEMENT CLASSES shall not: (a) be bound by any orders or judgments entered in this matter relating to the settlement; (b) be entitled to an award from the Settlement Fund, or be affected by the settlement; (c) gain any rights by virtue of the ACTION and/or settlement; or (d) be entitled to object to any aspect of the settlement.

23. Fees and costs for the settlement notice and opt-out process, initial and final approval of settlement, and initial administration of settlement, will be paid solely from the TOTAL SETTLEMENT. The QSF ADMINISTRATOR and CLASS COUNSEL shall be exclusively responsible for allocation of the funds as to CLASS MEMBERS, costs, fees and expenses.

24. CLASS COUNSEL propose Eastern Point Trust Company, located in Warrenton, Virginia, as the QSF Administrator. On April 21, 2025, the Laguna Honda Qualified Settlement Fund was established. Eastern Point Trust Company and Eastern Point Trust Company serves as the trustee

and administrator of the QSF. With Court approval, all settlement funds will be directed to the QSF and will be deposited into an interest-bearing checking account at Atlantic Union Bank in Ruther Glen, Virginia. These deposits are FDIC-insured up to $250 million.

25. The SETTLEMENT FUND shall be distributed to each Settlement Class Member for whom a valid address has been provided to, or located by, the NOTICE ADMINISTRATOR.

26. Class Notice shall include a plain description of the two options Settlement Class Members have t to receive their individual settlement awards.

a. Option 1: Settlement Class Members may elect to receive a cash distribution upon acknowledgment of spend-down responsibility for Supplemental Security Income (SSI) or Medicaid eligibility, if applicable. Any Settlement Class Member who does not elect Option 1 or Option 2 during the ELECTION PERIOD, and does not otherwise timely opt-out, will receive a cash distribution pursuant to Option 1.

b. Option 2: Settlement Class Members may elect to participate in a pooled special needs trust (PST) administered, upon Court approval, by CPT Institute. Settlement Class Members participating in the PST will be assigned individual accounts from which they may pay for qualified expenses without losing eligibility for SSI or Medicaid.

27. CLASS COUNSEL propose CPT Institute to serve as the TRUST ADMINSTRATOR. CPT Institute is a 501(c)(3) nonprofit that is dedicated to helping injured and at-risk individuals preserve their eligibility for government benefits. In order to facilitate the PST application process for Settlement Class Members who elect to participate, CPT Institute shall be available to consult with Settlement Class Members individually. CPT Institute shall also be available to assist Settlement Class Members with questions about choosing option 1 or option 2 concerning the manner in which individual settlement awards are received, including but not limited to individual Settlement Class Member's spend-down responsibility for SSI/Medicaid eligibility, if any.

28. The SETTLEMENT FUND will be apportioned and paid to members of the releasing SETTLEMENT CLASSES who do not submit timely Requests for Exclusion as follows:

a. Confidentiality Class: Confidentiality Class Members shall each be entitled to a settlement award of seven hundred fifty dollars ($750).

b. Patients' Rights Class: Patients' Rights Class Members shall each be entitled to a base payment of one thousand dollars ($1,000). All such payments shall be made from the SETLEMENT FUND after reduction for amounts allocated for distribution to the Confidentiality Class. The remaining balance of the SETTLEMENT FUND after deducting the aforementioned amounts is referred to as the ADJUSTED SETTLEMENT FUND.

A. Next, each Patients' Rights Class Member shall also receive an additional payment based on the number of days that an individual Patients' Rights Class Member resided at Laguna Honda Hospital during the Patients' Rights Class Period. The 'Residency Days Payment' shall be calculated by the Court-appointed Claims Administrator as follows:

i. 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.

ii. 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.

iii. Third, the Residency Days Percentage for each Patients' Rights Class Member is multiplied by the adjusted net settlement fund in order to determine the amount of class member's individual award.

29. Within five (5) business days of the expiration of the ELECTION PERIOD and EXCLUSION PERIOD, the NOTICE ADMINISTRATOR shall provide the QSF ADMINISTRATOR and the TRUST ADMINISTRATOR, copying CLASS COUNSEL, the names, contact information, and the method of payment selected by Settlement Class Members (i.e., Option 1

or Option 2) who did not submit timely Requests for Exclusion. The NOTICE ADMINISTRATOR shall also provide to CLASS COUNSEL the list of timely opt-outs and supporting documentation.

30. Within five (5) business days of receipt of the Settlement Class Member contact and payment election information, the QSF ADMINISTRATOR shall calculate the funds payable to Settlement Class Members electing Option 1 or Option 2.

31. CLASS COUNSEL, at their discretion, may direct the NOTICE ADMINISTRATOR to mail one or more reminder notices to Settlement Class Member(s) who do not return an election postcard within the ELECTION PERIOD. If, ninety (90) days after the expiration of ELECTION PERIOD there remain Settlement Class Members who have not elected Option 1 or Option 2, such Settlement Class Members shall be deemed to have elected Option 1 to receive their portion of the SETTLEMENT FUND.

32. The amount required to pay Settlement Class Members electing Option 2 shall be allocated from the SETTLEMENT FUND and paid to the TRUST ADMINISTRATOR to fund the PST within one hundred (100) days after the expiration of the ELECTION PERIOD.

33. For Settlement Class Member(s) receiving cash distributions upon electing Option 1 or by default, the QSF ADMINISTRATOR shall mail the Settlement Award checks to such Settlement Class Member(s) no earlier than five (5) days after the EFFECTIVE DATE. The Settlement Payments checks shall allow for a check cashing period of one-hundred-eighty (180) calendar days.

34. Upon the EFFECTIVE DATE, the TRUST ADMINISTRATOR shall establish and fund the individual PST accounts for Settlement Class Member(s) who are participating in the PST by selecting Option 2. The TRUST ADMINISTRATOR shall provide such Settlement Class Member(s) with their individual account details and account access within two (2) business days of creating and funding such accounts.

35. Any Settlement Class Member (or any legal successor to any deceased Settlement Class Member) that submits a timely Distribution Request to the QSF ADMINISTRATOR and who has not been paid any portion of the SETTLEMENT FUND shall be eligible for a distribution from the SETTLEMENT FUND as provided for herein 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. A Distribution Request may be submitted up to ninety (90) days after the ELECTION DATE. The amount of such payments shall be calculated in accordance with the formula set forth in paragraph 28 above, or such lesser amount as the QSF Administrator, in consultation with CLASS COUNSEL, in their discretion determines can be paid from available funds remaining for distribution, if any.

36. The TRUST ADMINISTRATOR is authorized to transfer an individual PST account of a deceased Settlement Class Member to the legal successor to such deceased Settlement Class Member upon sufficient proof of next of kin status to the TRUST ADMINISTRATOR.

37. There shall be no reversion to Defendant of any portion of the SETTLEMENT FUND, any unclaimed funds, any uncashed Settlement Awards, or any interest earned on any such funds. If, sixty (60) days after the check cashing period referenced at paragraph 33 there remain any SETTLEMENT FUNDS sufficient 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, with the share amounts of any supplemental distribution to be calculated using the same procedure set forth in paragraph 28 above. If the QSF ADMINISTRATOR, in consultation with CLASS COUNSEL, determine that 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.

38. CLASS COUNSEL will seek on behalf of CLASS REPRESENTATIVE TOMMY O. JOHNSON a Class Representative Service Award of no more than $5,000 as compensation for initiating and participating in the ACTION, subject to Court approval.

39. Until the hearing of the motion for preliminary approval, the Parties and anyone else acting on behalf of any of them shall not disclose the terms of this settlement in any form, including but not limited to a press release or media statement. Until that time, CLASS MEMBERS and

CLASS COUNSEL may disclose only that "settlement has been reached subject to the approval of the Court."

40. CLASS REPRESENTATIVE, CLASS COUNSEL, and anyone else acting on behalf of any of them, shall not make any public statement disparaging Laguna Honda Hospital, the City and County of San Francisco, including the San Francisco Department of Public Health or any other department or employee of the City and County of San Francisco related to the RELEASED CLAIMS.

41. This settlement is contingent upon the Court's approval. In the event that the settlement is not approved as submitted, does not reach Final Approval, or otherwise is terminated pursuant to the terms herein, the PARTIES will be restored to their respective positions in the ACTION as of the day of the Stipulation for Class Settlement; the terms and provisions of the Stipulation for Class Settlement will have no further force or effect with respect to the Parties and the status of the litigation shall be as it was prior to the execution of the Stipulation for Class Settlement.

42. In the event it is determined that a supplemental distribution is not feasible and remaining SETTLEMENT FUNDS will be distributed to a Court-approved *cy pres* recipient, as set forth above, the Parties and their Counsel represent that they will have no interest or ~~relationship,~~ financial or otherwise, with the proposed recipient.

43. The AGREEMENT shall be subject to Court approval. However, nothing in this AGREEMENT shall be deemed to authorize the Court to change or vary any of its terms.

44. CLASS COUNSEL may petition the Court to be compensated from the TOTAL SETTLEMENT for a reasonable award of attorneys' fees not to exceed 25% of the TOTAL SETTLEMENT, and expenses and costs not to exceed $150,000.00. Any fee or expense awarded by the Court shall not increase the TOTAL SETTLEMENT, and it shall not operate to terminate or cancel this settlement or affect or delay the approval of the final approval order.

45. The PARTIES acknowledge that this AGREEMENT constitutes the sole AGREEMENT in this matter, that it supersedes any prior oral or written AGREEMENTS, and that it may be modified only by a writing signed by the PARTIES to this AGREEMENT and approved by

the San Francisco Health Commission, San Francisco Board of Supervisors, and the Mayor of San Francisco.

46. If any provision of this AGREEMENT is found to be unenforceable, then the remaining provisions shall remain valid and enforceable.

47. This AGREEMENT is made and entered into within and shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of California, without regard to the principles of conflicts of laws. The PARTIES agree that the San Francisco Superior Court has jurisdiction to enforce this AGREEMENT. All disputes arising out of this AGREEMENT shall be resolved by the San Francisco Superior Court.

48. This AGREEMENT has been reviewed by the PARTIES and their respective attorneys including CLASS COUNSEL, and each has had full opportunity to negotiate the contents of this AGREEMENT. The PARTIES all waive any common law and statutory rule of construction that ambiguity should be construed against the drafter of this AGREEMENT, and agree that the language in all parts of this AGREEMENT shall be in all cases be construed as a whole, according to its fair meaning.

49. This AGREEMENT may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one single instrument. The PARTIES agree that their signatures on any facsimile or electronic transmission thereof shall be fully binding upon them in the same manner as if the PARTIES had each signed the same original AGREEMENT.

Dated:

By: ______________________
REV. DORIS WHITE
Attorney-In-Fact for CLASS
REPRESENTATIVE TOMMY O. JOHNSON
and on behalf of RELEASING
SETTLEMENT CLASS MEMBERS

Dated:

By: ______________________

On behalf of DEFENDANT CITY AND
COUNTY OF SAN FRANCISCO

APPROVED AS TO FORM AND SUBSTANCE:

Dated:

WALKUP, MELODIA, KELLY & SCHOENBERGER

By:________________________

SARA M. PETERS
KHALDOUN A. BAGHDADI
JOSEPH NICHOLSON
Attorneys for PLAINTIFFS AND THE CLASSES

Dated:

STEBNER GERTLER & GUADAGNI

By:________________________

KATHRYN A. STEBNER
KARMAN GUADAGNI
BRIAN S. UMPIERRE
Attorneys for PLAINTIFFS AND THE CLASSES

Dated:

COTCHETT, PITRE & MCCARTHY

By:________________________

NIALL P. McCARTHY ANNE MARIE MURPHY BLAIR V. KITTLE
Attorneys for PLAINTIFFS AND THE CLASSES

Dated:

OFFICE OF THE CITY ATTORNEY

By:________________________

MARK D. LIPTON
Attorneys for DEFENDANT CITY AND COUNTY OF SAN FRANCISCO