

File No. 111024

Committee Item No. 5
Board Item No. 9

COMMITTEE/BOARD OF SUPERVISORS AGENDA PACKET CONTENTS LIST

Committee: Rules

Date 10/20/11

Board of Supervisors Meeting

Date 11/8/11

Cmte Board

- Motion
- Resolution
- Ordinance
- Legislative Digest
- Budget Analyst Report
- Legislative Analyst Report
- Youth Commission Report
- Introduction Form (for hearings)
- Department/Agency Cover Letter and/or Report
- MOU
- Grant Information Form
- Grant Budget
- Subcontract Budget
- Contract/Agreement
- Award Letter
- Application
- Public Correspondence

OTHER

(Use back side if additional space is needed)

- Full and Final Release
-
-
-
-

Completed by: Linda Wong

Date 10/14/11

Completed by: Alisa Miller

Date 10/25/11

An asterisked item represents the cover sheet to a document that exceeds 25 pages. The complete document is in the file.

1 [Settlement of Lawsuit - Norman T. Larson, et al. - \$122,500]

2
3 **Ordinance approving settlement of the lawsuit filed by Norman T. Larson, San**
4 **Francisco Apartment Association, San Francisco Association of Realtors, Coalition For**
5 **Better Housing, Round Hill Pacific, and John Zanghi (collectively "Larson Petitioners")**
6 **against the City and County of San Francisco by payment by the City and County of**
7 **San Francisco to the Larson Petitioners' counsel Nielsen, Merksamer, Parrinello,**
8 **Gross, and Leoni, LLP, in the amount of \$122,500 and other terms; the lawsuit was filed**
9 **on December 10, 2008, in the San Francisco Superior Court, Case No. 509-083, entitled**
10 **Larson et al. vs. City and County of San Francisco.**

11 Be it ordained by the People of the City and County of San Francisco:

12 Section 1. The proposed settlement of the action entitled Larson et al. vs. City and
13 County of San Francisco, San Francisco Superior Court, Case No. 509-083, by payment of
14 \$122,500.00 to trust account of the Larson Petitioners' counsel Nielsen, Merksamer,
15 Parrinello, Gross, and Leoni LLP, as trustees for Petitioners, by City and County of San
16 Francisco, and such other terms as are set forth in the proposed Full and Final Release on file
17 with the Clerk of the Board in File No. 111024 is hereby approved.

18 Section 2. The above named action was filed in San Francisco Superior Court on
19 December 10, 2008 and the following parties were named in the suit: Norman T. Larson, San
20 Francisco Apartment Association, San Francisco Association of Realtors, Coalition For Better
21 Housing, Round Hill Pacific, and John Zanghi, Plaintiffs; and City and County of San
22 Francisco, Defendants.

1 APPROVED AS TO FORM and Recommended:
DENNIS J. HERRERA, City Attorney

2
3 By: See File for Signature
Tara M. Steeley
4 Deputy City Attorney

5 By: See File for Signature
6 Wayne Snodgrass
Team Leader

7
8 FUNDS AVAILABLE:

9
10 By: See File for Signature
Ben Rosenfield
11 Controller

FULL AND FINAL RELEASE

Case Name: **Larson v. City and County of San Francisco**

Case No.: **Case No. 509-083**

FOR GOOD AND VALUABLE CONSIDERATION, in the amount of \$122,500.00 (One Hundred Twenty-Two Thousand, Five Hundred and XX/100) Dollars (the "SETTLEMENT AMOUNT"), the sufficiency of which is hereby admitted and acknowledged, plaintiffs, individually and on behalf of their heirs, domestic partners, executors, administrators, employees, members, agents, and assigns, if any (hereinafter referred to individually and collectively as "RELEASORS"), hereby agree to fully and forever release and discharge the City and County of San Francisco, together with its elective and/or appointive boards, agents, servants, employees, consultants, departments, commissioners, and officers (hereinafter referred to individually and collectively as "SAN FRANCISCO"), from any and all claims for money damages, attorneys' fees, expenses and costs (including without limitation court costs) of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, which have existed or may have existed, or which do exist, or which hereafter shall or may exist for the claims that are alleged or set forth in the complaint/petition for writ of mandate on file in that certain action entitled "*Larson vs. City and County of San Francisco*," being Action No. 509-083 on the records of the Superior Court for the State of California, County of San Francisco (hereinafter referred to as the "ACTION") (hereinafter referred to collectively as the "CLAIMS"). This release does not preclude RELEASORS from seeking to execute any judgment in the ACTION. This release shall not preclude RELEASORS from raising any of the CLAIMS in defense of any action filed against one or more RELEASORS jointly or separately to the extent permitted by law, nor does this release preclude RELEASORS from obtaining an award of attorney's fees and costs as the "prevailing" defendant in any such suit, to the extent fees are authorized by statute. This release does not bind the individual members of any of the corporate RELEASORS to the extent they have suffered damages based on the CLAIMS separate and apart from any claims that the RELEASORS might have.

RELEASORS represent and warrant that they 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 CLAIMS. Each RELEASOR agrees to defend, indemnify and hold harmless SAN FRANCISCO against any loss, expense or liability, including without limitation reasonable attorneys' fees, arising from any breach by that RELEASOR of the foregoing.

RELEASORS represent and warrant that either (a) there are no liens in existence which may attach to the SETTLEMENT AMOUNT or to any recovery paid to RELEASORS pursuant to the ACTION, or (b) to the extent there are any such liens, RELEASORS will pay and retire all such liens out of the SETTLEMENT AMOUNT. Each RELEASOR agrees to defend, indemnify and hold harmless SAN FRANCISCO against any loss, expense or liability, including without limitation reasonable attorneys' fees, arising from any breach by that RELEASOR of the foregoing.

RELEASORS certify that they have read Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

RELEASORS hereby waive application of Section 1542 of the Civil Code with respect to the CLAIMS. RELEASORS understand and acknowledge that, as a consequence of this waiver of Section 1542, even if RELEASORS should eventually suffer additional or further loss, damages or injury arising out of or in any way related to the CLAIMS, or any of them, RELEASORS will not be permitted to make any further claims against SAN FRANCISCO to recover for such loss, damages or injury. RELEASORS acknowledge that they intend these consequences even as to claims for personal injury or property damage that may exist as of the date of this Full and Final Release but which RELEASORS do not know exist, and which, if known, would materially affect RELEASORS' decision to execute this Full and Final Release, regardless of whether RELEASORS' lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

RELEASORS acknowledge that, in executing this Full and Final Release, they are acting on their own, independent judgment informed by their legal counsel. RELEASORS acknowledge having read this Full and Final Release and having been advised by their attorney as to its meaning and effect. RELEASORS acknowledge and warrant that their execution of this Full and Final Release is free and voluntary.

RELEASORS acknowledge that this Full and Final Release contains and constitutes the entire agreement between RELEASORS and SAN FRANCISCO with respect to the CLAIMS. The terms of this Full and Final Release are contractual and not a mere recital. RELEASORS acknowledge that SAN FRANCISCO has made no representations, express or implied, to induce RELEASORS to enter into this Full and Final Release, other than as expressly set forth herein.

No aspect of this Full and Final Release or the settlement which led to it is intended to be nor at any time shall be construed, deemed, or treated in any respect as an admission by SAN FRANCISCO of liability for any purpose. It is expressly understood by RELEASORS that this Full and Final Release does not constitute an admission of the truth or accuracy of any of the allegations made in the complaint on file in the ACTION or of liability for any of the CLAIMS, and that SAN FRANCISCO expressly denies the allegations made in the complaint; however, SAN FRANCISCO acknowledges that it is bound by the Court of Appeal opinion and judgment in the ACTION.

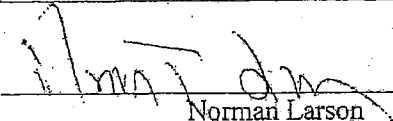
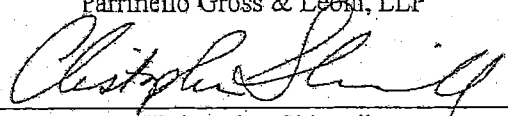
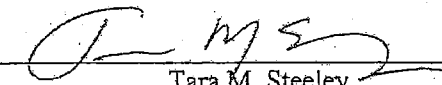
If any of the provisions of this Full and Final Release or the application thereof is held to be invalid, its invalidity shall not affect any other provision or application of this Full and Final Release to the extent that such other provision or application can be given effect without the invalid provision or application, and to this end, the provisions of this Full and Final Release are declared and understood to be severable; provided, however, that should a court of competent jurisdiction hold that RELEASORS are entitled to sue SAN FRANCISCO upon any of the CLAIMS, and should RELEASORS bring or join in such a suit, then those RELEASORS bringing or joining in such a suit shall immediately remit to

SAN FRANCISCO the greater of: (1) any portion of the SETTLEMENT AMOUNT they have received by way of reimbursement for fees paid, plus interest thereon accruing at a rate of ten percent per year, compounded monthly, from the date of payment thereof, or (b) \$100.00.

RELEASORS understand and acknowledge that both RELEASORS and SAN FRANCISCO shall bear their own legal expenses and costs incurred in connection with prosecuting or defending against the ACTION and any of the CLAIMS, except as expressly agreed herein.

This Full and Final Release and the settlement which led to it have been fully negotiated with the assistance of counsel and should not be construed more strictly against one party than another.

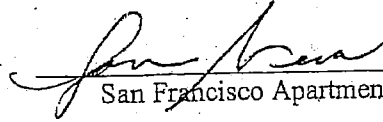
This Full and Final Release may be executed in two or more counterparts, all of which counterparts shall be deemed originals.

Dated: July 29, 2011	 Norman Larson
Dated:	San Francisco Apartment Association
Dated:	San Francisco Association of Realtors
Dated:	Coalition for Better Housing
Dated:	Round Hill Pacific
Dated:	John Zanghi
APPROVED AS TO FORM:	Nielsen Merksamer Parrinello Gross & Leoni, LLP
Dated: August 5, 2011	 Christopher Skinnell Attorney for Releasers
Dated: August 17, 2011	 Tara M. Steeley Deputy City Attorney

Dated:

Norman Larson

Dated: 7/29/11



San Francisco Apartment Association

Dated:

San Francisco Association of Realtors

Dated:

Coalition for Better Housing

Dated:

Round Hill Pacific

Dated:

John Zanghi

APPROVED AS TO FORM:

Nielsen Merksamer
Parrinello Gross & Leoni, LLP

Dated:

Christopher Skinnell
Attorney for Releasors

Dated:

Tara M. Steeley
Deputy City Attorney

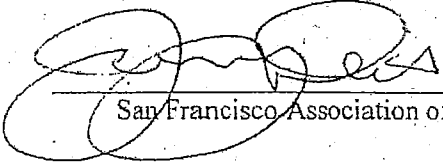
Dated:

Norman Larson

Dated:

San Francisco Apartment Association

Dated:


San Francisco Association of Realtors

Dated:

Coalition for Better Housing

Dated:

Round Hill Pacific

Dated:

John Zanghi

APPROVED AS TO FORM:

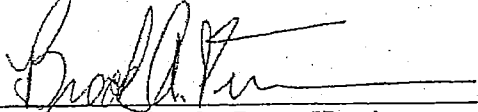
Nielsen Merksamer
Parrinello Gross & Leoni, LLP

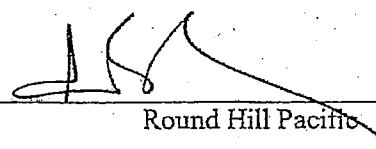
Dated:

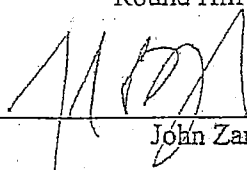
Christopher Skinnell
Attorney for Releasors

Dated:

Tara M. Steeley
Deputy City Attorney

Dated:	Norman Larson
Dated:	San Francisco Apartment Association
Dated:	San Francisco Association of Realtors
Dated: Aug. 4, 2011	 Coalition for Better Housing
Dated:	Round Hill Pacific
Dated:	John Zanghi
APPROVED AS TO FORM:	Nielsen Merksamer Parrinello Gross & Leoni, LLP
Dated:	Christopher Skinnell Attorney for Releasors
Dated:	Tara M. Steeley Deputy City Attorney

Dated:	Norman Larson
Dated:	San Francisco Apartment Association
Dated:	San Francisco Association of Realtors
Dated:	Coalition for Better Housing
Dated: 8.1.11	 Round Hill Pacific
Dated:	John Zanghi
APPROVED AS TO FORM:	Nielsen Merksamer Parrinello Gross & Leoni, LLP
Dated:	Christopher Skinnell Attorney for Releasers
Dated:	Tara M. Steeley Deputy City Attorney

Dated:	Norman Larson
Dated:	San Francisco Apartment Association
Dated:	San Francisco Association of Realtors
Dated:	Coalition for Better Housing
Dated:	Round Hill Pacific
Dated: 8/14/11	 John Zaighi
APPROVED AS TO FORM:	Nielsen Merksamer Parrinello Gross & Leoni, LLP
Dated:	Christopher Skinnell Attorney for Releasors
Dated:	Tara M. Steeley Deputy City Attorney