

#180821

From: Juanita Stockwell [cranthead@comcast.net](mailto:cranthead@comcast.net)  
Subject: BOS MEETING 9/25/2018  
Date: Sep 24, 2018 at 7:33:32 PM  
To: [john.carroll@sfgov.org](mailto:john.carroll@sfgov.org)  
Cc: [board.of.supervisors@sfgov.org](mailto:board.of.supervisors@sfgov.org)

**SUPERVISORS,**

**REGARDING ITEM 180821, (SETTLEMENT OF LAWSUIT, JUANITA STOCKWELL, et al. - \$400,000):**

**I WOULD LIKE TO ADVISE ALL OF THE MEMBERS OF THE BOARD OF SUPERVISORS THAT ATTORNEY JONATHAN ROLNICK, REPRESENTING THE CCSF IN THE STOCKWELL CASE, NEVER OBTAINED FROM OPPOSING COUNSEL AND HE DOES NOT HAVE A SIGNED SETTLEMENT AGREEMENT FROM ANY OF THE 29 PLAINTIFFS IN THIS CASE BECAUSE, TO DATE, 28 OF THE PLAINTIFFS HAVE NEVER EVEN SEEN A COPY OF THE SETTLEMENT AGREEMENT CONTRACT. THE SETTLEMENT AGREEMENT CONTRACT WAS NEVER EXECUTED. PLAINTIFFS CANNOT SIGN A DOCUMENT THEY HAVE NEVER SEEN AND WERE NEVER SENT.**

**ON 4/13/2018, PLAINTIFFS ATTORNEYS, RICHARD HOYER AND RYAN HICKS, MADE CONTACT WITH MR. ROLNICK AND OFFERED TO SETTLE THIS CASE WITHOUT THE INFORMED WRITTEN CONSENT OF**

**SETTLEMENT CONFERENCE WHEN IN FACT THE SETTLEMENT CONFERENCE WAS "VOLUNTARY" AND THIS FACT IS REFLECTED ON THE COURT WEBSITE.**

**ALSO, THIS IS AN AGE DISCRIMINATION CASE AND PLAINTIFFS' ADEA RIGHTS HAVE BEEN VIOLATED BY BOTH THEIR FORMER ATTORNEYS AND THE CITY ATTORNEY, MR. ROLNICK.**

**U.S.C.29, SECTION 626 (f) Waiver, (1), states that an individual may not waive any right or claim under this chapter unless the waiver is knowing and voluntary. A waiver may not be considered knowing and voluntary unless at a minimum—**

**(F)(i) the individual is given a period of at least 21 days within which to consider the agreement; or**

**(G) the agreement provides that for a period of at least 7 days following the execution of such agreement, the individual may REVOKE THE AGREEMENT, AND THE AGREEMENT SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THE REVOCATION PERIOD HAS EXPIRED. MR. ROLNICK STATED IN A COURT MOTION THAT HE SENT THE SETTLEMENT AGREEMENT**

CONTRACT TO PLAINTIFFS ATTORNEYS ON 5/11/2018, AND AGAIN ON 5/23/2018, BUT HE GOT NO RESPONSE. CERTAINLY, IT WOULD HAVE BEEN IN THE BEST INTEREST OF THE CCSF FOR MR. ROLNICK TO FOLLOW UP WITH PLAINTIFFS ATTORNEYS TO DETERMINE WHY THEY HAD NOT SENT THE SIGNED AGREEMENT.

THE REASON IS THAT PLAINTIFFS HAD NEVER SEEN THE SETTLEMENT AGREEMENT CONTRACT.

TO DATE, THE PLAINTIFFS 21 DAY PERIOD TO REVIEW THE CONTRACT HASN'T YET STARTED BECAUSE 28 OF THE PLAINTIFFS HAVE NEVER EVEN SEEN THE SETTLEMENT AGREEMENT CONTRACT. I FINALLY BECAME AWARE THAT THE SETTLEMENT AGREEMENT CONTRACT EXISTED ON 6/27/2018.

The unethical coerced settlement conference was on Friday, 5/4/2018 but I became aware of our ADEA RIGHTS UNDER 29 U.S.C. a few days later and on Friday, 5/11/2018, (7calendar days/ 5 weekdays), I, ALONG WITH 14 OTHER PLAINTIFFS, EMAILED OUR ATTORNEYS AND TOLD THEM TO VACATE THE SETTLEMENT AGREEMENT. And although

I never actually saw the settlement agreement contract until 6/27/2018, (when I realized one existed and requested a copy), it clearly states in the 7 page document, listed as number 16, the ADEA PROVISION AS DESCRIBED ABOVE.

MR. ROLNICK'S PARTICIPATION IN THIS UNETHICAL CONDUCT IS TROUBLING.

ON AUGUST 15, 2018, THE STOCKWELL CASE WAS ON THE POLICE COMMISSION AGENDA. I ATTENDED THAT MEETING AND SPOKE DURING PUBLIC COMMENT. I TOLD THE MEMBERS OF THE POLICE COMMISSION THAT THE CCSF DID NOT HAVE A SIGNED SETTLEMENT AGREEMENT CONTRACT FROM THE 29 PLAINTIFFS IN THIS CASE AND THAT THE SETTLEMENT AGREEMENT CONTRACT WAS NEVER EXECUTED. I TOLD THE COMMISSION THAT OUR ATTORNEYS WERE WITHDRAWING FROM OUR CASE AND THAT WE WOULD BE HIRING NEW LEGAL REPRESENTATION TO PROCEED WITH THIS CASE.

MR. ROLNICK WAS IN THE AUDIENCE WHEN I ADDRESSED THE POLICE COMMISSIONERS AND HE

WENT INTO CLOSED SESSION WITH THEM. HE HAS KNOWN FOR SOME TIME THAT A SIGNED SETTLEMENT AGREEMENT CONTRACT DOES NOT EXIST, YET HE IS STILL TRYING TO FORCE THIS SETTLEMENT.

AFTER OUR FORMER ATTORNEYS WITHDREW FROM THE CASE, AUGUST 17, 2018, I SENT MR. ROLNICK AN EMAIL THAT SAME DAY, (3:12 pm) ASKING HIM TO SEND ME A COPY OF HIS SIGNED SETTLEMENT AGREEMENT CONTRACT FROM THE 29 PLAINTIFFS. MR. ROLNICK REPLIED THAT SAME DAY (4:41 pm) STATING THIS: "THERE IS NO SIGNED SETTLEMENT AGREEMENT AS DESCRIBED BELOW."

MANY OF THE PLAINTIFFS HAVE FOUND NEW REPRESENTATION TO TAKE THIS CASE. WE HAVE A COURT DATE ON 10/4/2018 IN SUPERIOR COURT.

I have no idea why Mr. Rolnick continues to try to force this settlement but his motives are suspect. In his efforts to force this settlement he has, along with our former attorneys, violated the ADEA rights of the 29 plaintiffs and I HAVE DOCUMENTATION TO PROVE EVERY STATEMENT I

**HAVE MADE IN THIS EMAIL.**

**PERHAPS THE BOARD OF SUPERVISORS MIGHT ASK MR. ROLNICK TO PRODUCE A SIGNED SETTLEMENT AGREEMENT CONTRACT FROM THE 29 PLAINTIFFS IN THE STOCKWELL CASE FOR THEIR REVIEW.**

**THANK YOU,**

**Juanita Stockwell**

**Sent from my iPad**

COMMUNICATION IS STRICTLY PROHIBITED

-----Original Message-----

From: Juanita Stockwell <[cranhead@comcast.net](mailto:cranhead@comcast.net)>

Sent: Friday, August 17, 2018 3:12 PM

To: Rolnick, Jonathan (CAT)

<[Jonathan.Rolnick@sfcityatty.org](mailto:Jonathan.Rolnick@sfcityatty.org)>

Subject: Stockwell case signed, dated settlement agreement contract

Mr. Rolnick,

Please email me a copy of the settlement agreement contract in your possession signed and dated by the 29 plaintiffs in the Stockwell case, CGC No-15-549482, that you intend to present to the Board of Supervisors.

Since I'm representing myself pro se I believe I'm entitled to review this document.

Thank you,

Juanita Stockwell

[Cranhead@comcast.net](mailto:Cranhead@comcast.net)

Sent from my iPad



From: Rolnick, Jonathan (CAT)

Jonathan.Rolnick@sfcityatty.org

Subject: RE: Stockwell case signed, dated settlement agreement contract

Date: Aug 17, 2018 at 4:41:07 PM

To: Juanita Stockwell cranhead@comcast.net

Ms. Stockwell

There is no signed settlement agreement as described below.

The Board of Supervisor's next scheduled meeting is September 4.

I will be out of the office next week from August 20-22.

Jonathan Rolnick  
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