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EXEMPT FROM FEES
(Gov. Code, § 6103)

FILED
San Francisco County Superior Court

JUN 25 2025

CLERK OF THE COURT
BY:  Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

IN RE THE MATTER OF:

THE HAIDEE L. STADE LIVING TRUST
DATED JULY 22, 2003

Case No. PTR-18-302430

**~~PROPOSED ORDER~~ APPROVING
SETTLEMENT AGREEMENT**

Date: June 25, 2025
Time: 9:00 a.m.
Dept.: 204

Trial Date: Vacated
Action Filed: December 11, 2018

The People of the State of California (the "People"), having filed the Petition for Court
Order Approving Settlement Agreement with this Court, and with good cause appearing:

IT IS HEREBY ORDERED that:

1. The Court approves in all respects the Settlement Agreement between the People and
former trustee, William Shine, attached hereto as Exhibit A.

1 2. The Court retains jurisdiction to enforce the Settlement Agreement pursuant to Code of
2 Civil Procedure section 664.6.
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5 Dated:

6/25/25

by

Stephen M. Murphy
Judge of the Superior Court

STEPHEN M. MURPHY

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11 ORDERED WITHOUT HEARING
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EXHIBIT A

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

PARTIES

The parties to this Settlement Agreement and Release of Claims (the "Agreement") are William Shine (Shine), individually, and in his capacity as former trustee of the Haidee L. Stade Living Trust dated July 22, 2003, and restated August 10, 2012 (the "Trust"), and the California Attorney General (the "Attorney General") (collectively, the "Parties," or individually a "Party"). The Attorney General represents the interests of the People of the State of California, the charitable beneficiaries of the Haidee Stade Living Trust.

RECITALS

The Parties have competing petitions pending before San Francisco Superior Court in Case No. PTR-18-302430. The Parties desire to resolve and settle all issues, claims, disputes, and/or actions or inactions in any way relating to, arising out of, in connection with, or existing by reason of William Shine serving as trustee of the Trust for the period October 26, 2014, through July 18, 2018 (the "Claims"). Therefore, without further expenditure of time or other expenses, the Parties have entered into this Agreement. In consideration of the promises and agreements of the Parties, the Parties agree to a settlement on the following terms and conditions:

CONSIDERATION, COVENANTS, AND RELEASES

1. Incorporation of Recitals.

The above recitals are incorporated herein by this reference and made part of this Agreement as if set forth in full herein.

2. Settlement of Dispute and Release of Specific Claims

- 2.1 The Parties, on their own behalf and on behalf of their heirs, agents, predecessors, successors, assignees, attorneys, insurers, trustees, executors, trust beneficiaries, shareholders, directors, employees, officers, and any other representatives, hereby and forever release and discharge each of the other Parties, in his, her, or its fiduciary, individual, and beneficiary capacity, and each of his, her, or its present and former heirs, agents, predecessors, family members, successors, assignees, attorneys, insurers, trustees, executors, trust beneficiaries, shareholders, directors, employees, officers, and any other representatives, from any and all causes of action, obligations, indebtedness, damages, losses, claims, suits, costs, liabilities, expenses, and demands of any kind, whether known or unknown, now existing or that might arise hereafter, relating to, arising out of, or in connection with the Claims. This is not a general release.
- 2.1.1 The Parties, for themselves and their agents, predecessors, successors, assignees, attorneys, heirs, executors, trustees, administrators, insurers, officers, directors, employees, shareholders, and any other representatives, covenant and agree that

they will forever refrain and forebear from commencing, instituting, or prosecuting any claim, demand, lawsuit, proceeding, or action, or in any manner voluntarily aid the commencement, institution, or prosecution of any claim, demand, lawsuit, proceeding, action, or cause of action, state or federal, against a Party, or the Party's agents, family members, predecessors, successors, assignees, attorneys, heirs, executors, trustees, administrators, employers, insurers, and other representatives with respect to the subject matter of this Agreement based in whole or in part, relating to, arising out of, in connection with, or existing by reason of the transactions, events, occurrences, acts, omissions, or failures to act, of whatever kind or character whatsoever relating to, arising out of, or in connection with the Claims, whether known or unknown.

- 2.2 Notwithstanding any other provision of this Agreement, the waivers and releases set forth herein, including those in paragraphs 2.1 and 2.2 of this Agreement, shall not act to release or excuse any obligation under this Agreement or under any agreement entered into pursuant to this Agreement.

3. Payments, Covenants and Dismissal

In consideration of the foregoing, the Parties agree to the following, in full satisfaction of all rights against each other:

- 3.1 Shine agrees to settle this matter in exchange for \$400,000 (four hundred thousand dollars). Within 30 days of the Parties receiving the Court's order approving the settlement, Shine shall: 1) pay the California Department of Justice \$50,000 to partially reimburse the Attorney General for attorneys' fees incurred in connection with the Claims, and for these funds to be used by the Department of Justice solely for the administration of the Attorney General's charitable trust enforcement responsibilities; 2) pay the University of California San Francisco Oncology Department and the University of California Davis School of Veterinary Medicine University of California Regents (UC Regents) \$33,333.34; and 3) pay the San Francisco Society for the Prevention of Cruelty to Animals (SF SPCA) \$16,666.66.
- 3.2 On October 7, 2025, or shortly thereafter, Shine shall: 1) pay to the UC Regents \$66,666.67; and 2) pay to the SF SPCA \$33,333.33.
- 3.3 On October 7, 2026, or shortly thereafter, Shine shall: 1) pay to the UC Regent \$133,333.34; and 2) pay to the SF SPCA \$66,666.66.
- 3.4 Shine agrees that he has no current or future claim to any interest in the Trust.
- 3.5 Shine agrees to a lifetime charitable sector ban for which he will execute a declaration signed under penalty of perjury, attesting that he will never again serve as trustee of a trust containing charitable assets or requiring distributions to charitable beneficiaries, and never serve as an officer or director of a charitable organization or as a fiduciary in any capacity with respect to charitable funds.

- 3.6 Except as expressly provided in this Agreement, each party shall be responsible for its own attorney fees and costs.
- 3.7 The Attorney General's Petition for Surcharge against Shine will be dismissed with prejudice.

4. Advice of Counsel and Independent Judgment

Each of the Parties represents and declares in executing this Agreement that he/she/it relies solely upon his/her/its own judgment, belief and knowledge, and the advice and recommendations of his/her/its own independently selected counsel, concerning the terms, Claims, and effect of the Agreement, that he/she/it has not been influenced to any extent whatsoever in executing the same by any representations or statements made by any Party or by any person representing any other Party to this Agreement and that he/she/it has made his/her/its own investigation of the facts relating to the matters released herein. Each Party acknowledges that he/she/it has had every opportunity to discover facts relevant to this matter and the Agreement, and that the provisions of this Agreement contain no mistake of fact or law. Each Party to this Agreement, having been advised by his/her/its own independently selected counsel, knowingly and voluntarily waives any potential conflicts of interest with respect to representation in these proceedings and specifically with respect to entering into this Agreement. Each Party to this Agreement furthermore waives any right to assert that this Agreement, or any documents created pursuant to the terms of this Agreement, are the result of mistake of law or fact.

5. Court and AG Approval

This Agreement is contingent upon approval by the Court and the California Attorney General. Deputy Attorneys General will notify all other Parties in writing immediately upon the approval of the terms of the Agreement by the Attorney General. The Parties will then submit a Stipulated Judgment together with a Petition to approve this Agreement within 10 business days of the approval by the Attorney General. No Party to this Agreement will oppose the request for Court approval of this Agreement.

6. Retention of Jurisdiction

The Parties expressly agree that the Probate Department of the San Francisco County Superior Court shall retain jurisdiction to resolve any disputes with respect to enforcement of this Agreement pursuant to Code of Civil Procedure section 664.6, including with respect to the validity, interpretation, and/or enforcement of the Agreement.

7. Attorneys' Fees and Expert Witness Fees

In the event of any action arising out of or concerning the validity, interpretation, and/or enforcement of this Agreement, the prevailing party in any such proceedings shall be entitled to attorney's fees and expert witness fees reasonably incurred, together with costs of the proceedings.

8. Severability of Provisions

The invalidity or unenforceability of any provision in this Agreement shall in no way affect the validity or enforceability of any other provision of this Agreement, provided the releases in paragraph 2 and the payments set forth in paragraphs 3.1 through 3.3 remain enforceable. Any such provision found to be invalid is severable from the remaining provisions of this Agreement.

9. Governing Law

This Agreement shall be governed by, construed under, and enforced in accordance with the laws of the State of California.

10. Construction of Ambiguities

The Parties agree that the Agreement was prepared by counsel for all Parties and will not be construed against any one Party on the basis that that Party drafted it. Any statute or rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

11. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective representatives, assigns, heirs, and successors.

12. Counterparts

The Parties may execute this Agreement in counterparts, and all counterparts shall be binding upon all Parties hereto, notwithstanding that all Parties are not signatory to the original or same counterpart. The Parties agree to accept signatures by facsimile or electronic delivery and such signatures shall have the same force and effect as an original.

13. Knowing and Voluntary Execution

The Parties, and each of them, further represent and declare that they have carefully read this Agreement and know the contents hereof and that they sign the same freely and voluntarily. The Parties, and each of them, further represent and declare that each person executing this Agreement has the full and complete authority to bind himself, herself, or itself to this Agreement.

14. Warranty Regarding Prior Assignments and Settlements

Each of the Parties represents and warrants that he or she has not previously waived, released, assigned, or otherwise settled or compromised rights, remedies, claims, demands, or causes of action, which are the subject of this Agreement and is competent in all respects to enter into this Agreement.

15. Cooperation and Good Faith

Each of the Parties shall execute all further documents and take any and all further action that reasonably may be necessary or required to effectuate the provisions and purposes of this Agreement. The Parties agree to use good faith and their best efforts in effectuating this Agreement and complying with all its terms.

16. Entire Agreement

This Agreement constitutes the entire final agreement between the Parties pertaining to the subject matter, and fully supersedes all prior understandings, representations, warranties, negotiations, and agreements between the Parties hereto, or any of them, pertaining to the Claims covered under this Agreement.

The Parties have executed this Agreement on the date indicated below.

Dated: April __, 2025
Apr 17, 2025 | 1:26 PM PDT

William Shine

William Shine

Dated: April __, 2025
Apr 17, 2025 | 1:20 PM PDT

Diane Cragg

By: Diane Cragg, Deputy Attorney General
Department of Justice
Office of the Attorney General

Approved as to form and content:

Dated: April __, 2025
Apr 17, 2025 | 1:20 PM PDT

ROB BONTA
Attorney General of California
CAITLIN W. NOBLE
Supervising Deputy Attorney General

Diane Cragg
DIANE P. CRAGG
Deputy Attorney General
Attorneys for the People of the State of
California

Dated: April __, 2025
Apr 17, 2025 | 1:17 PM PDT

WEINTRAUB TOBIN

Daniel C. Kim

DANIEL C. KIM
Attorneys for William Shine