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8 *Attorney for Plaintiff G.H., a minor,*
9 *by Rebecca Hooley*
10 **pro hac vice*

11 **UNITED STATES DISTRICT COURT**
12 **NORTHERN DISTRICT OF CALIFORNIA**

13 G.H., a minor, by REBECCA HOOLEY the
14 mother, legal guardian, and next friend of G.H.

15 Plaintiffs,

16 v.

17 UNIVERSITY OF CALIFORNIA BOARD OF
18 REGENTS; UCSF BENIOFF CHILDREN'S
19 HOSPITALS; MICHELLE EDNACOT, in her
20 individual and official capacity as the CHAMPS
21 program manager at UCSF BENIOFF
22 CHILDREN'S HOSPITAL OAKLAND;
23 DR. NICHOLAS HOLMES, in his individual and
24 official capacity as President of UCSF BENIOFF
25 CHILDREN'S HOSPITALS; and JANET
26 REILLY, in her official capacity as President of
27 the UNIVERSITY OF CALIFORNIA BOARD
28 OF REGENTS,

Defendants.

No. 3:25-cv-01399-RFL

**PLAINTIFFS' RESPONSE TO ORDER
TO SHOW CAUSE, ECF 50, REFILING
ECF 49-3 AND 49-4 WITH
REDACTIONS**

1 Pursuant to the Order to Show cause of May 18, 2026 (Dkt. 50), Plaintiffs respectfully
2 submit an updated version of Dkt. Nos. 49-3 and 49-4 redacted accordingly.

3 DATED: May 29, 2026.

4 Respectfully submitted,

5 PACIFIC LEGAL FOUNDATION

6 By /s/ Andrew R. Quinio
7 ANDREW R. QUINIO

8 *Attorney for Plaintiff*

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EXHIBIT A (ECF 49-3)
Fully Executed Settlement
Agreement, Redacted

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into between G.H., a minor, by Rebecca Hooley, the mother, legal guardian, and next friend of G.H. (“Plaintiffs”) and Children’s Hospital & Research Center at Oakland (“Defendant”). Plaintiffs and Defendant are collectively referred to as the “Parties,” and each is a “Party.”

RECITALS

1. On February 11, 2025, Plaintiffs filed a civil rights complaint in the United States District Court for the Northern District of California (Case No. 4:25-cv-01399) (the “Action”).

2. Plaintiffs’ complaint filed in the Action alleged that Children’s Hospital & Research Center at Oakland (sued as UCSF Benioff Children’s Hospitals), Michelle Ednacot, and Dr. Nicholas Holmes (the “BCH Oakland Defendants”), together with The Regents of the University of California (sued as University of California Board of Regents) and Janet Reilly (the “UC Defendants”) violated the Equal Protection Clause of the Fourteenth Amendment to the United States Constitution, 42 U.S.C. § 1981, Title VI of the Civil Rights Act (42 U.S.C. § 2000d *et seq.*), and article I, section 31 of the California Constitution.

3. The Parties have concluded that it would be desirable and in the best interest of the Parties and the public to settle this Action in the manner and on the terms set forth herein. By this Agreement, the Parties intend to fully and completely resolve the Action. Nothing in this Agreement shall be construed or deemed as an admission or concession by any Party of any wrongdoing, liability, or culpability, or as infirmity in any defense, claim, or counterclaim that was or may have been asserted. The parties agree that it is their mutual intention that neither this Agreement nor any terms hereof shall be admissible in any other or future proceedings against the BCH Oakland Defendants or UC Defendants, except a proceeding to enforce this Agreement.

TERMS OF AGREEMENT

In consideration of the mutual promises herein, the Parties agree as follows:

1. The Parties acknowledge that this Agreement resolves the claims of a minor and therefore requires approval by the United States District Court pursuant to Federal Rule of Civil Procedure 17(c). Plaintiffs shall file a Petition for Approval of Settlement and Compromise of Minor’s Claims (“Minor’s Compromise”) forthwith following execution of this Agreement by all Parties. BCH Oakland Defendants will not oppose the Petition for Approval of Settlement and Compromise of Minor’s Claims. This Agreement shall become effective upon entry of an order approving the Minor’s Compromise (the “Approval Order”). In the event the Court declines to approve the Minor’s Compromise as submitted, the Parties shall meet and confer in good faith to modify this Agreement to address the Court’s concerns while preserving the material terms of this Agreement.

2. The BCH Oakland Defendants will not discriminate against or grant preferential treatment to any individual or group on the basis of race, ethnicity, color, or national origin in

determining admission to or eligibility for applying to the Dr. Barbara Stagers Community Health and Adolescent Mentoring Program for Success (CHAMPS).

3. The BCH Oakland Defendants will not require any individual or group to disclose their race, ethnicity, color, or national origin in any application to CHAMPS. If any application to CHAMPS asks applicants to disclose their race, ethnicity, color, or national origin, the application shall state that the disclosure of such information is optional. Nothing in this section shall be interpreted as prohibiting action which the BCH Oakland Defendants must take to establish or maintain eligibility for any federal program, where ineligibility would result in a loss of federal funds to the BCH Oakland Defendants.

4. The BCH Oakland Defendants will not require applicants to CHAMPS to provide a picture of themselves as part of their application to CHAMPS.

5. The BCH Oakland Defendants shall continue to omit from any website about CHAMPS under their control any reference to CHAMPS being restricted to, preferring, prioritizing, or otherwise discriminating against any applicant or individual on the basis of race, ethnicity, color, or national origin.

6. Within fourteen (14) calendar days of issuance of the Approval Order, the BCH Oakland Defendants will publish and distribute to print, broadcast, and social media the press release in Appendix A to this Agreement and incorporated by reference herein.

7. Within four (4) weeks of issuance of the Approval Order, the Chief Medical Officer for Children's Hospital & Research Center at Oakland, Rebecca Hooley, and G.H. shall, through their legal counsel, determine a mutually agreeable date, time, and location to meet in-person for no more than one hour. The meeting of the parties shall consist only of the Chief Medical Officer for Children's Hospital & Research Center at Oakland, Rebecca Hooley, G.H., and their respective legal counsel; shall take place within three (3) months of issuance of the Approval Order; and shall occur at UCSF Benioff Children's Hospital Oakland, 747 52nd St, Oakland, California 94609. The meeting shall not be recorded nor transcribed, and neither shall the content of any statements made or discussion held, nor a summary of same, be shared or otherwise transmitted in any manner other than to the Parties to this Action and their respective counsel.

8. Children's Hospital & Research Center at Oakland will pay Plaintiffs the sum of \$ [REDACTED], payable to [REDACTED], within forty-five (45) calendar days of issuance of the Approval Order, as full and final compensation for any and all damages owed in relation to any of the Released Claims (as defined by in this Agreement) and any and all possible claims in any way connected or related to the Released Claims. The check will be made payable to [REDACTED] and reported to the IRS on a 1099-MISC Form. Rebecca Hooley shall deposit the funds in an interest-bearing account established for the sole benefit of [REDACTED] Rebecca Hooley, as [REDACTED]'s parent and custodian, shall serve as custodian of the account and shall have authority to manage and make reasonable investment decisions concerning the funds on behalf of [REDACTED]. The funds shall be preserved for the sole use and benefit of [REDACTED] and shall not be withdrawn, transferred, pledged, or otherwise encumbered

except for her benefit and in accordance with applicable law. [REDACTED] shall have no direct access to or control over the funds until she reaches the age of eighteen (18), at which time the remaining balance of the account shall be distributed to her outright.

9. Within seven (7) calendar days of issuance of the Approval Order, Plaintiffs will prepare and transmit to all defendants in the Action a notice of dismissal with prejudice in accordance with Federal Rule of Civil Procedure 41(a)(1)(A)(i) in substantially identical form to Appendix B to this Agreement. Within five (5) calendar days of receipt of a copy of the notice by all defendants in the Action, Plaintiffs shall execute and file the notice of dismissal in the Action.

10. Plaintiffs unconditionally, irrevocably and absolutely release and discharge the BCH Oakland Defendants and all of the Children's Hospital & Research Center at Oakland's departments, agencies, boards, commissions authorities, instrumentalities, and political subdivisions, as well as all current and future officers, employees, agents, contractors and representatives acting on behalf of or under the authority of such person or entity ("Released Parties") from any and all causes of action, judgments, liens, indebtedness, damages, losses, claims (including attorneys' fees and costs), liabilities and demands of whatsoever kind and character that Plaintiffs may now or hereafter have against the Released Parties arising from incidents or events giving rise to this lawsuit (hereafter collectively "Released Claims"). To the fullest extent permitted by law, this release is intended to be interpreted broadly to apply to all transactions and occurrences between Plaintiffs and any of the Released Parties, including all losses, liabilities, claims, charges, demands and causes of action, known or unknown, suspected or unsuspected, arising directly or indirectly out of or in any way connected with the Released Claims and/or the transactions or occurrences referred to above. Released Claims include all claims for physical injuries, illness, emotional distress, damages (including, but not limited to, compensatory, expectation, and punitive damages), lost profits or lost future earnings, damage or death, and all claims for attorneys' fees, costs, and expenses. Notwithstanding the foregoing, Released Claims do not include (i) any claim to interpret, enforce, or remedy a breach of this Agreement, or (ii) any claims that cannot lawfully be waived or released by private agreement.

11. Unknown or Different Facts or Law. Plaintiffs acknowledge that they may discover facts or law different from, or in addition to, the facts they know or believe to exist with respect to a Released Claim. They agree, nonetheless, that this Agreement and the releases contained in it shall be and remain effective in all respects notwithstanding such different or additional facts or law.

12. California Civil Code Section 1542 Waiver. It is understood and agreed that this Settlement Agreement is intended to cover and does cover all claims or possible claims of every nature and kind whatsoever related to the Action and/or the Dispute, whether known or unknown, suspected or unsuspected, or hereafter discovered or ascertained, other than any claim to interpret, enforce, or remedy a breach of the terms of this Agreement, and that all rights under Section 1542 of the California Civil Code ("Section 1542") are hereby expressly waived. This statute 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.

Plaintiffs acknowledge they have read all of this Agreement, including the above Civil Code section, and that they fully understand both the Agreement and the Civil Code section. Notwithstanding the forgoing, Plaintiffs do not waive and expressly reserve any right to interpret, enforce, or seek relief for breach of the terms of this Agreement. Plaintiffs waive any benefits and rights granted to them pursuant to Civil Code section 1542.

13. The Parties agree that the Court in this Action shall retain jurisdiction for the purpose of enforcing this Agreement and resolving any disputes between the parties with respect to any term of this Agreement.

14. The Parties agree to bear their own attorneys' fees and costs incurred in connection with the Action. However, if any Party to this Agreement seeks to enforce or interpret the Agreement in the Action or files a new lawsuit to enforce or interpret this Agreement, the prevailing Party in any such proceeding shall be entitled to reasonable attorneys' fees related to those proceedings.

15. The Parties represent that they know and understand the contents of the Agreement and that this Agreement has been executed voluntarily. The Parties each further represent that they have had an opportunity to consult with an attorney of their choosing and that they have been fully advised by the attorney with respect to their rights and obligations and with respect to the execution of this Agreement.

16. The Parties agree that they will not voluntarily release, publish, or in any way disclose the name of [REDACTED] in connection to this Action, except to effectuate payment to Plaintiffs as provided herein. The Parties further agree that they will not voluntarily release, publish, or distribute a copy of this written Agreement, including any executed copies, to third parties or to otherwise disclose its contents publicly except under the following circumstances: (a) as provided for in this Agreement, the BCH Oakland Defendants shall publish and distribute the press release in Appendix A to this Agreement, and any publication or release of the written Agreement or any copy of the written Agreement will have [REDACTED]'s name redacted; (b) the BCH Oakland Defendants receive a request and determine it is required by law to release the written Agreement and name of [REDACTED] to the person or entity submitting the request; (c) either Party is required to disclose the written Agreement and the name of [REDACTED] either pursuant to a subpoena issued by a competent authority or an order issued by a tribunal of competent jurisdiction; (d) to a court or tribunal of competent jurisdiction for purposes of enforcing this Agreement. The Parties shall request an order to seal the written Agreement and name of [REDACTED] to support the Minor's Compromise. Notwithstanding the foregoing, nothing in this section shall prohibit the parties or their counsel from disclosing the Action, the existence of this Agreement, or changes to CHAMPS, including program eligibility and admission criteria, optional disclosures by applicants of racial identity, and non-requirement of an applicant photograph. Nothing in this provision shall preclude the Parties from sharing a copy of this Agreement or disclosing its contents to their accountants or attorneys and, in the case of the BCH Oakland Defendants, to

BCH Oakland officers, agents or employees with a need to know in order to perform their BCH Oakland duties and, in the case of Plaintiffs, to their domestic partner or spouse.

17. No promise, inducement, understanding, or agreement not herein expressed has been made by or on behalf of the Parties related to the Action.

18. Plaintiffs agree to the fullest extent permitted by law, that they will not initiate or file a lawsuit to assert any Released Claims. If any such lawsuit is brought, this Agreement will constitute an affirmative defense thereto, and the Released Parties named in such action shall be entitled to recover reasonable costs and attorneys' fees incurred in defending against any Released Claims.

19. This Agreement shall be binding upon the heirs, successors, and assigns of the Parties. The Agreement shall be binding upon the BCH Oakland Defendants and all of the Children's Hospital & Research Center at Oakland's departments, agencies, boards, commissions, authorities, instrumentalities, and political subdivisions, as well as all current and future officers, employees, agents, contractors, and representatives acting on behalf of or under the authority of any such person or entity.

20. This Agreement may not be altered, amended, modified, or otherwise changed in any respect whatsoever except by a writing duly executed by the Parties or by authorized representatives of the Parties. The Parties agree that they will make no claim at any time or place that this Agreement has been orally altered or modified or otherwise changed by oral communication of any kind or character.

21. This Agreement shall be governed by the laws of the State of California.

22. In the event any portion of this Agreement is deemed unenforceable, or conflicts with applicable law, the remainder of this Agreement shall be enforced and shall remain in full force and effect.

23. This Agreement may be executed in two or more counterparts, each of which will be an original and all of which shall be part of this Agreement.

FOR THE PLAINTIFFS:

Rebecca Hooley

Date 3/17/26

G.H., a minor, by Rebecca Hooley, the mother, legal guardian, and next friend of G.H.

FOR BCH Oakland:

Signed by:

Nicholas M. Holmes

Date 04/08/2026

1B9CÇA292EFC46C
Children's Hospital & Research Center at Oakland

Approved as to form:

ANDREW R. QUINIO
PACIFIC LEGAL FOUNDATION

TIMOTHY C. TRAVELSTEAD
NARAYAN TRAVELSTEAD KU P.C.

By:
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Attorney for Plaintiffs

*Attorneys for Defendants Children's Hospital
& Research Center at Oakland, Michelle
Ednacot, and Dr. Nicholas Holmes*

Appendix A

Local Family Helps Expand Access to CHAMPS Internship Program at UCSF Benioff
Children's Hospital Oakland

FOR IMMEDIATE RELEASE

Oakland, CA – UCSF Benioff Children's Hospital Oakland has made recent updates to the application and outreach process for its Dr. Barbara Stagers Community Health and Adolescent Mentoring Program for Success (CHAMPS), a long-standing internship that introduces high school students to careers in health care. As part of a resolution with a local parent and Pacific Legal Foundation, the hospital has ensured the program can reach a broad applicant pool of students interested in healthcare professions.

Since 2000, CHAMPS has offered students a multi-year, hospital-based experience combining mentorship, hands-on exposure to medical professions, and academic support. Through clinical shadowing and department rotations, students gain insight into a variety of health care roles while developing skills for personal and professional growth. Each internship year is comprised of six- to eight-week clinical rotations in various hospital departments, selected by the students based on their specific interest. The program uses a holistic approach to provide each student with the tools, experiences, and support they need to succeed in the program and build skills that support their goals in school, career, and beyond.

For more information about CHAMPS, visit the CHAMPS webpage at <https://www.ucsfbenioffchildrens.org/about/ccch/programs/champs> or email CHAMPS@ucsf.edu.

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APPENDIX B

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 2 Scott C. Ku, Esq. (SBN 314970)
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 5 Children’s Hospital & Research Center At
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 11 The Regents of the University of California
 and Janet Reilly
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 Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF CALIFORNIA

15 G.H., a minor, by REBECCA HOOLEY the
16 mother, legal guardian, and next friend of G.H.

17 Plaintiffs,

18 v.

19 UNIVERSITY OF CALIFORNIA BOARD OF
 20 REGENTS; UCSF BENIOFF CHILDREN’S
 HOSPITALS; MICHELLE EDNACOT, in her
 21 individual and official capacity as the CHAMPS
 CHILDREN’S HOSPITAL OAKLAND; DR.
 22 NICHOLAS HOLMES, in his individual and
 official capacity as President of UCSF
 23 BENIOFF CHILDREN’S HOSPITALS; and
 24 JANET REILLY, in her official capacity as
 President of the UNIVERSITY OF
 25 CALIFORNIA BOARD
 OF REGENTS,
 26 Defendants.

Case No. 3:25-cv-01399-RFL

NOTICE OF VOLUNTARY DISMISSAL WITH PREJUDICE

Date Action Filed: February 11, 2025
 Trial Date: None

27 ¹ Erroneously sued as “UCSF BENIOFF CHILDREN’S HOSPITALS.”
28

APPENDIX B

1 PLEASE TAKE NOTICE that pursuant to Rule 41(a)(1)(A)(i) of the Federal Rules of Civil
2 Procedure, Plaintiffs, G.H., a minor, by REBECCA HOOLEY, the mother, legal guardian, and
3 next friend of G.H., voluntarily dismiss this action with prejudice against Defendants Children’s
4 Hospital & Research Center at Oakland (“BCH Oakland”), Michelle Ednacot, Dr. Nicholas
5 Holmes, The Regents of the University of California (“The Regents”) and Janet Reilly
6 (collectively “Defendants”).

7 1. Plaintiffs filed the Complaint in this matter on February 11, 2025, for declaratory
8 relief and monetary damages, alleging that Defendants violated the Equal Protection Clause of
9 the Fourteenth Amendment to the United States Constitution; 42 U.S.C. § 1981; Title VI of the
10 1964 Civil Rights Act; and Article I, Section 31 of the California Constitution. Dkt. No. 1.

11 2. On November 26, 2025, the parties filed a Notice of Conditional Settlement and
12 Joint Stipulation to Vacate Future Deadlines. Dkt. No. 40.

13 3. On _____, 2026, Plaintiffs and BCH Oakland fully executed an agreement to
14 settle this action.

15 It is therefore requested that this action be dismissed with prejudice against all
16 Defendants, and that the Court retain jurisdiction to enforce the settlement agreement.

17 Respectfully submitted this __ day of _____, 2026.

18
19 PACIFIC LEGAL FOUNDATION

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22 _____
23 Andrew R. Quinio, Esq.
24 Attorneys for Plaintiffs
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APPENDIX B

ORDER

This case is dismissed with prejudice and the Court shall retain jurisdiction for the purpose of enforcing Plaintiffs and BCH Oakland’s settlement agreement and resolving any disputes between Plaintiffs and BCH Oakland with respect to any terms of the settlement agreement.

IT IS SO ORDERED.

Dated: _____

Honorable Rita F. Lin, Judge
United States District Court

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Certificate Of Completion

Envelope Id: 5D425E3B-9307-4015-9F43-272652EA32F5	Status: Completed
Subject: Complete with Docusign: Hooley Settlement - Plaintiff signed.pdf	
Source Envelope:	
Document Pages: 10	Signatures: 1
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Disabled	Joseph Genser
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1855 Folsom St
	Suite 601
	San Francisco, CA 94103
	joseph.genser@ucsf.edu
	IP Address: 128.218.42.197

Record Tracking

Status: Original	Holder: Joseph Genser	Location: DocuSign
4/8/2026 1:11:33 PM	joseph.genser@ucsf.edu	

Signer Events

Nicholas Holmes
 nicholas.holmes@ucsf.edu
 President, UCSF Benioff Childrens
 Children's Hospital & Research Center d/b/a UCSF
 Benioff Children's Hospital Oakland
 Security Level: Email, Account Authentication
 (Optional)

Signature

Signed by:

 1B9CCA292EFC46C...
 Signature Adoption: Drawn on Device
 Using IP Address: 128.218.42.239

Timestamp

Sent: 4/8/2026 1:15:06 PM
 Viewed: 4/8/2026 2:19:30 PM
 Signed: 4/8/2026 2:26:59 PM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

In Person Signer Events

Signature

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Editor Delivery Events

Status

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Agent Delivery Events

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Intermediary Delivery Events

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Certified Delivery Events

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Carbon Copy Events

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Envelope Summary Events

Status

Timestamps

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Certified Delivered	Security Checked	4/8/2026 2:19:30 PM
Signing Complete	Security Checked	4/8/2026 2:26:59 PM
Completed	Security Checked	4/8/2026 2:26:59 PM

Payment Events

Status

Timestamps

EXHIBIT B (ECF 49-4)
**Petition to Approve Settlement
and Compromise of Minor's
Claims, Redacted**

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8 *Attorneys for Plaintiff G.H., a minor,*
9 *by Rebecca Hooley*

10 **UNITED STATES DISTRICT COURT**
11 **NORTHERN DISTRICT OF CALIFORNIA**

12 G.H., a minor, by REBECCA HOOLEY the
13 mother, legal guardian, and next friend of G.H.

14 Plaintiffs,

15 v.

16 UNIVERSITY OF CALIFORNIA BOARD OF
17 REGENTS; UCSF BENIOFF CHILDREN'S
18 HOSPITALS; MICHELLE EDNACOT, in her
19 individual and official capacity as the CHAMPS
20 program manager at UCSF BENIOFF
21 CHILDREN'S HOSPITAL OAKLAND;
22 DR. NICHOLAS HOLMES, in his individual and
23 official capacity as President of UCSF BENIOFF
24 CHILDREN'S HOSPITALS; and JANET
25 REILLY, in her official capacity as President of
26 the UNIVERSITY OF CALIFORNIA BOARD
27 OF REGENTS,

28 Defendants.

No. 3:25-cv-01399-RFL

**PETITION TO APPROVE
SETTLEMENT AND COMPROMISE
OF MINOR'S CLAIMS**

Judge: Hon. Rita F. Lin

Trial Date: None

I.**INTRODUCTION**

This motion, filed pursuant to Civ. L.R. 7-1, arises out of the agreement between Plaintiffs, G.H., a minor, by Rebecca Hooley, the mother, legal guardian, and next friend of G.H.; and Defendant Children’s Hospital & Research Center at Oakland (“BCH Oakland”) (“Settlement Agreement”). The Settlement Agreement has the effect of resolving all of Plaintiffs’ claims against BCH Oakland and Defendants Michelle Ednacot, Dr. Nicholas Holmes, The Regents of the University of California (“The Regents”) and Janet Reilly. The settlement is the result of extensive, good-faith negotiations. None of the Defendants oppose this motion.

II.**STATEMENT OF FACTS**

On February 11, 2025, Plaintiffs filed the Complaint in this matter claiming that the racial eligibility preferences of an internship program, known as the Community Health and Adolescent Mentoring Program for Success (CHAMPS), violated the Equal Protection Clause of the Fourteenth Amendment to the United States Constitution, 42 U.S.C. § 1981, Title VI of the 1964 Civil Rights Act, and Article I, Section 31 of the California Constitution. Dkt. No 1 ¶¶ 51–94.

Plaintiffs’ Complaint alleged the following: CHAMPS is a three-year internship program for minority high school students or students of color who are interested in health professions. *Id.* ¶ 26. Plaintiffs alleged CHAMPS reserved opportunities exclusively for underrepresented minority students, making the program expressly and strictly race-based. *Id.* ¶ 30. Plaintiffs alleged that, to apply, students had to submit an application and a school transcript prior to the second semester of their sophomore year of high school. *Id.* ¶ 33. Plaintiffs further alleged that each student applicant had to answer questions on the application about their citizenship status, career goals, life challenges, personal traits, and interest in healthcare. *Id.* Plaintiffs alleged that students had to also submit a photo of themselves and identify their race and ethnicity. *Id.* ¶ 34. Plaintiffs alleged that a select number of student applicants were asked to complete an interview. *Id.* ¶ 37.

1 Plaintiffs alleged that G.H. is a white high school student who applied to CHAMPS on
2 October 27, 2024. *Id.* ¶¶ 16, 38. They alleged that G.H. was 15 years old at the time she applied.
3 *Id.* ¶ 16. She did not identify her race or ethnicity in her application. *Id.* ¶ 41.

4 Plaintiffs alleged that, on December 12, 2024, G.H. was interviewed for the program. *Id.* ¶
5 42. Plaintiffs alleged that the interviewer immediately started the interview noting that G.H. did
6 not list her race or ethnicity in her application. *Id.* Plaintiffs further alleged the interviewer
7 pressed G.H. to identify her race, and G.H. answered that she is white. *Id.*

8 Plaintiffs alleged that, on December 17, 2024, BCH Oakland informed G.H. that it did not
9 select her for CHAMPS. *Id.* ¶ 43. Plaintiffs alleged that G.H. was rejected from the CHAMPS
10 program because she was not the right race for the program. *Id.* ¶ 44. Plaintiffs alleged that, but
11 for the alleged race-based admission policy, G.H. would have been admitted to CHAMPS. *Id.* ¶
12 45.

13 III.

14 SETTLEMENT

15 Around May 7, 2025, Plaintiffs and BCH Oakland initiated settlement discussions. *See*
16 Declaration of Andrew R. Quinio (“Quinio Decl.”) ¶ 3. These discussions continued until around
17 November 26, 2025, when Plaintiffs and BCH Oakland reached a settlement in principle. Dkt. 40.
18 Negotiations continued in order to finalize and memorialize the terms of the Settlement
19 Agreement. Dkt. 47.

20 Plaintiffs and BCH Oakland agreed to the following material terms in exchange for
21 dismissal of Plaintiffs’ Complaint against all Defendants:

22 The Settlement Agreement will become effective upon entry of an order approving a
23 Petition for Settlement and Compromise of Minor’s Claims. Ex. A to Quinio Decl, Terms of
24 Agreement ¶ 1.

25 BCH Oakland will not discriminate against or grant preferential treatment to any
26 individual or group on the basis of race, ethnicity, color, or national origin in determining
27 admission to or eligibility for applying to CHAMPS; not require any individual or group to
28 disclose their race, ethnicity, color, or national origin in any application to CHAMPS; not require

1 applicants to CHAMPS to provide a picture of themselves as part of their application; and
2 continue to omit from any website about CHAMPS under their control any reference to
3 CHAMPS being restricted to, preferring, prioritizing, or otherwise discriminating against any
4 application based on race, ethnicity, color, or national origin. *Id.* ¶¶ 2–5.

5 BCH Oakland will pay G.H. \$ [REDACTED]. *Id.* ¶ 8. Rebecca Hooley will deposit the funds in an
6 interest-bearing account established for the sole benefit of G.H. *Id.* Ms. Hooley will serve as
7 custodian of the account and make reasonable investment decisions on behalf of G.H. *Id.* The
8 funds shall not be withdrawn or transferred except for G.H.’s benefit. *Id.* G.H. will not have
9 access to the funds until she is 18 years old. *Id.* Plaintiffs and BCH Oakland will not voluntarily
10 release, publish, or in any way disclose the name of G.H., except to effectuate payment to
11 Plaintiffs. *Id.* ¶ 16. Plaintiffs and BCH Oakland will not voluntarily release, publish, or distribute
12 a copy of the Settlement Agreement, including any executed copies, to third parties or otherwise
13 disclose its contents publicly, except under the following circumstances: (a) BCH Oakland
14 Defendants shall publish and distribute the press release in Appendix A to the Settlement
15 Agreement, and any publication or release of the written Agreement or any copy of the written
16 Agreement will have G.H.’s name redacted; (b) the BCH Oakland Defendants receive a request
17 and determine it is required by law to release the written Settlement Agreement and name of G.H.
18 to the person or entity submitting the request; (c) Plaintiffs or BCH Oakland is required to
19 disclose the written Settlement Agreement and the name of G.H. either pursuant to a subpoena
20 issued by a competent authority or an order issued by a court or tribunal of competent
21 jurisdiction; (d) to a court or tribunal of competent jurisdiction for purposes of enforcing this
22 Settlement Agreement. *Id.* Notwithstanding these terms, Plaintiffs and BCH Oakland are not
23 prohibited from disclosing the Action, the existence of the Settlement Agreement, and changes to
24 CHAMPS. *Id.*

25 On April 8, 2026, Plaintiffs and BCH Oakland executed the Settlement Agreement. Dkt.
26 47.

1 Plaintiffs' counsel will not receive any payment from Plaintiffs or any portion whatsoever
2 of the settlement amount that BCH Oakland will give to Plaintiffs. Quinio Decl. ¶ 5. The entirety
3 of the \$ [REDACTED] will go toward G.H.'s benefit. *Id.*

4 IV.

5 LEGAL STANDARD

6 District courts have a special duty under Federal Rule of Civil Procedure 17(c) to
7 safeguard the interests of litigants who are minors. *Robidoux v. Rosengren*, 638 F.3d 1177, 1181
8 (9th Cir. 2011). "In the context of proposed settlements in suits involving minor plaintiffs, this
9 special duty requires a district court to 'conduct its own inquiry to determine whether the
10 settlement serves the best interests of the minor.'" *Id.* at 1181 (citing *Dacanay v. Mendoza*, 573
11 F.2d 1075, 1080 (9th Cir. 1978)). The Ninth Circuit has directed that "[s]o long as the net
12 recovery to each minor plaintiff is fair and reasonable in light of their claims and average
13 recovery in similar cases, the district court should approve the settlement as proposed by the
14 parties." *Robidoux*, 638 F.3d at 1182. In *Robidoux*, the Ninth Circuit cautioned that this inquiry
15 "requires only that the district court consider whether the net recovery of each minor plaintiff is
16 fair and reasonable, without regard to the amount received by adult co-plaintiffs and what they
17 have agreed to pay plaintiffs' counsel." *Id.*

18 V.

19 ARGUMENT

20 The Court should approve the settlement and compromise of G.H.'s claims because
21 G.H.'s recovery is fair and reasonable in light of her claims and the average recovery in similar
22 cases. The settlement also serves G.H.'s best interest.

23 The \$ [REDACTED] amount that G.H. will receive is fair, reasonable, and similar to the average
24 recovery obtained in other equal protection claims involving racial discrimination against minor
25 parties in this circuit. In *Vinson et al. v City of Los Angeles et al.*, 2015 WL 11257184 (C.D. Cal.
26 June 11, 2014), plaintiff college students alleged that defendants violated 42 U.S.C. § 1983 when
27 they forcefully arrested them while attending a party predominantly attended by African-
28 American and minority students but failed to similarly treat attendees at a nearby party primarily

1 attended by Caucasian students. The Court awarded each student plaintiff an average of \$32,722
2 in compensatory damages. *See Vinson v. Police Officer Carlyle, et al.*, JVR No. 1608180030
3 (June 16, 2016).

4 In *Lar v. Billings School District*, 19 Id. Verd. Stlmnt. Rpts. 127, plaintiff alleged defendant
5 suspended plaintiff, a minority high school student, for violating the school's code of conduct
6 after attending a party where alcohol was served. Plaintiff alleged defendant did not suspend non-
7 minority students who also attended the same party. *Id.* Plaintiff received a settlement amount for
8 his equal protection and civil rights claims of \$25,000.

9 Likewise, in *R.M., Pro Ami v. Fontana Unified School District*, JVR No. 2102190013,
10 plaintiff, a 10-year-old black student, claimed that defendant subjected him to a racially hostile
11 educational environment by allowing pervasive racial harassment to occur at the student's school.
12 The plaintiff obtained \$25,000 in compensatory damages. *Id.*

13 Since the amount that G.H. will receive exceeds the amounts that minor plaintiffs received
14 in cases involving similar claims of race-based conduct, G.H.'s settlement is reasonable.

15 The settlement amount for G.H. is further reasonable because none of it will be reduced to
16 pay for attorneys' fees or costs. G.H. receives the entire amount of the settlement. In *Teuscher v.*
17 *CCB-NWC LLC*, the court determined that the parties' settlement proposal was fair and
18 reasonable because the minor plaintiff's share of the settlement amount would not go toward
19 attorneys' fees and costs. No. 2:19-CV-0204-TOR, 2020 WL 13526601, at *2 (E.D. Wash. Dec.
20 9, 2020) ("The Court accepts the settlement proposal for minor Plaintiff . . . as fair and
21 reasonable. The amount awarded to minor Plaintiff Z.F. is not diminished by attorney's fees or
22 litigation expenses."). Here, G.H. will keep the full amount of the \$ [REDACTED] agreed to in the
23 settlement, and none of it will go toward counsel.

24 Finally, the Settlement Agreement is in the best interests of G.H. because G.H.'s mother
25 will be the custodian of the funds and will not withdraw or transfer any funds except for G.H.'s
26 benefit. G.H. will be able to access the entirety of the funds once she turns 18. This is a standard
27 practice across this Circuit regarding settlement funds for minor participants. Courts have
28 approved settlements of minors' claims when the fund's custodian cannot access or diminish the

1 amount before the minor turns 18 and takes control of the funds. *See Pickett v. Liberty Mut. Ins.*
2 *Co.*, No. 2:20-CV-0426-TOR, 2022 WL 838960, at *1 (E.D. Wash. Jan. 7, 2022); and *Est. of*
3 *Villarreal by & through Villarreal v. Cooper*, No. CV-11-5136-RMP, 2013 WL 12170301, at *1
4 (E.D. Wash. Sept. 26, 2013). Here, G.H.’s mother will be the custodian of the settlement funds,
5 and agreed to make reasonable investment decisions on behalf of G.H. and to refrain from
6 withdrawing or transferring the funds unless they are for G.H.’s benefit. G.H. may then access the
7 funds when she is 18 years old.

8 **CONCLUSION**

9 For the foregoing reasons, Plaintiffs recommend this compromise settlement and the
10 proposed distribution to G.H. as being fair, reasonable, and in the best interest of the minor.
11 Plaintiffs request that the Court approve this compromise settlement and make such other and
12 further orders as may be just and reasonable.

13 DATED: May 14, 2026.

14 Respectfully submitted,

15 ANDREW R. QUINIO

16 By /s/ Andrew R. Quinio
17 ANDREW R. QUINIO

18 *Attorneys for Plaintiff*