

**SETTLEMENT AGREEMENT
AND
RELEASE OF ALL CLAIMS**

This Settlement Agreement and Release of All Claims (“**AGREEMENT**”) is made between **SUJIT CHOUDHRY** (“**CHOUDHRY**”) and **THE REGENTS OF THE UNIVERSITY OF CALIFORNIA** (the “**REGENTS**”). **CHOUDHRY** and the **REGENTS** are sometimes collectively referred to herein as the “**PARTIES**” and individually as a “**PARTY**.”

RECITALS

A. **CHOUDHRY** began working as the Dean of the University of California, Berkeley School of Law (“**Berkeley Law**”) in July 2014. In March 2015, Tyann Sorrell raised concerns about **CHOUDHRY'S** conduct, which were investigated by the UC Berkeley Office for Prevention of Harassment and Discrimination (“**OPHD**”). In March 2016, Ms. Sorrell filed a lawsuit against **CHOUDHRY** and the **REGENTS** claiming sexual harassment (the “**SORRELL LAWSUIT**”). **CHOUDHRY** resigned from his position as Dean in March 2016. Following his resignation as Dean, **CHOUDHRY** remained a tenured faculty member in good standing at Berkeley Law. Following the filing of the **SORRELL LAWSUIT**, UC President Janet Napolitano directed UC Berkeley administrators to commence a second disciplinary process against **CHOUDHRY** through the UC Berkeley Committee on Privilege and Tenure (the “**DISCIPLINARY PROCESS**”).

B. On April 23, 2016, **CHOUDHRY** filed a grievance (the “**GRIEVANCE**”) with the UC Berkeley Committee on Privilege and Tenure, asserting, *inter alia*, that the second disciplinary process violated his rights as a faculty member and the **REGENTS'** disciplinary procedures.

C. On or about August 31, 2016, **CHOUDHRY** filed a charge with the U.S. Equal Employment Opportunity Commission (“**EEOC**”) and received an immediate right to sue letter.

D. On or about September 15, 2016, **CHOUDHRY** initiated an action against the **REGENTS** and Janet Napolitano, Nicholas B. Dirks, Carol Christ, Janet Broughton, and Benjamin Hermalin (“**NAMED INDIVIDUAL DEFENDANTS**”) in the United States District Court for the Northern District of California, Case No. 3:16-cv-05281-RS (“the **FEDERAL ACTION**”). On November 9, 2016, the Court in the **FEDERAL ACTION** ruled that it was required to abstain from hearing the case. **CHOUDHRY** dismissed the Action without prejudice on November 15, 2016.

E. **CHOUDHRY** denies and disputes the claims and allegations of the **SORRELL LAWSUIT**. **CHOUDHRY** further denies and disputes all claims and allegations made against him in this matter by the **REGENTS**.

f. The **REGENTS** denies and disputes **CHOUDHRY'S** claims and allegations in the **FEDERAL ACTION** as well as in the **GRIEVANCE**.

G. **CHOUDHRY** and the **REGENTS** have determined that it is in their mutual interest to resolve the disputes between them on the terms set forth in this **AGREEMENT**. This includes all allegations and claims asserted in the **DISCIPLINARY PROCESS**, the **GRIEVANCE**, the **FEDERAL ACTION**, and the **SORRELL LAWSUIT**, all issues that were raised or could have been raised between the **PARTIES** in the **DISCIPLINARY PROCESS**, the **GRIEVANCE**, the **FEDERAL ACTION** and the **SORRELL LAWSUIT**, and any claims or potential claims arising from any transactions or occurrences to date between **CHOUDHRY**, on the one hand, and the **REGENTS** and any of the **NAMED INDIVIDUAL DEFENDANTS**, on the other hand.

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, IT IS HEREBY AGREED AS FOLLOWS:

1. Consideration. In exchange for the promises and warranties set forth below, the parties agree as follows:

(a) The **REGENTS** will terminate the **DISCIPLINARY PROCESS** and withdraw all charges currently pending against **CHOUDHRY**;

(b) **CHOUDHRY** will withdraw the **GRIEVANCE** currently pending before the Committee on Privilege and Tenure;

(c) **CHOUDHRY** will withdraw all Public Records Act requests currently pending with the University of California;

(d) **CHOUDHRY** agrees to enter into a settlement agreement with Tyann Sorrell. **CHOUDHRY** and the **REGENTS** have each proceeded independently to respond to the **SORRELL LAWSUIT**, have paid for their own legal defense costs, and have made their own independent judgments about the amounts to be paid separately by **CHOUDHRY** and the **REGENTS** to settle the **SORRELL LAWSUIT**. As a term of **CHOUDHRY'S** agreement with Ms. Sorrell, **CHOUDHRY** agrees to pay a total of \$50,000 to a charity or charities of Ms. Sorrell's choice, and \$50,000 to Ms. Sorrell's attorneys. The **PARTIES** agree, to the fullest extent permitted by law, that they will not initiate or file a lawsuit or internal University proceeding to assert any claims released pursuant to this **AGREEMENT** as set forth in Section 2 below.

Nothing in this **AGREEMENT** shall affect the rights and responsibilities of the EEOC or the California Department of Fair Employment and Housing ("DFEH") to enforce Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment and Housing Act, as amended, or any other applicable law. Nor shall anything in this **AGREEMENT** be construed as a basis for interfering with **CHOUDHRY'S** protected right to file a charge with, or participate in an investigation or proceeding conducted by, the EEOC or any other state, federal or local government entity. Notwithstanding the foregoing, if the EEOC or any other state, federal or local government entity commences a lawful investigation or issues a complaint on **CHOUDHRY'S** behalf, **CHOUDHRY** specifically waives and releases **CHOUDHRY'S** right, if any, to recover any monetary or other benefits of any sort whatsoever in connection with that investigation or administrative proceeding.

(e) **CHOUDHRY** is currently the I. Michael Heyman Professor of Law and has been and is a tenured member of the faculty of Berkeley Law since July 1, 2014 in good standing. **CHOUDHRY** will, upon the **PARTIES'** execution of this **AGREEMENT**, voluntarily resign effective the end of business on May 31, 2018 and remain the I. Michael Heyman Professor of Law and a tenured member of the faculty of Berkeley Law in good standing until that time. Except as otherwise provided in this **AGREEMENT**, **CHOUDHRY** will continue to perform the current administrative functions that he has been assigned, and, to avoid any further controversy, will use an office in University Hall until the end of the current school year, i.e., May 31, 2017, but will not be present at the law school during that period. At the end of the current school year, **CHOUDHRY** will be away on unpaid Sabbatical for one year, i.e., from June 1, 2017 to May 31, 2018, and shall therefore have no return of service obligation, and will therefore not be present at the law school during that time as well. The **REGENTS** agrees that any questions about **CHOUDHRY'S** status to the **REGENTS**, its officers and agents will be referred to the Office of the Chancellor of UC Berkeley, and that the Chancellor or Executive Vice-Chancellor and Provost of UC Berkeley will respond: (i) to questions posed up to and including May 31, 2018, with a statement affirming that he has been a tenured faculty member of Berkeley Law, in good standing since July 1, 2014; and (ii) to questions posed on and after June 1, 2018, with a statement affirming that he was a tenured faculty member of Berkeley Law, in good standing, from July 1, 2014 through May 31, 2018.

(f) The **REGENTS** agrees that during the period of **CHOUDHRY'S** Sabbatical year, from June 1, 2017 to May 31, 2018, the provisions of UC Administrative Procedures Manual ("APM") 25 and 740, and/or any other UC policy, shall not restrict **CHOUDHRY'S** ability to seek and/or obtain employment by, and compensation from, third parties. **CHOUDHRY** agrees that should he accept a full-time position at another academic institution, his Sabbatical year will terminate as of the first day of his new employment. Should **CHOUDHRY** accept such a position prior to May 31, 2018, the

last date of his Sabbatical shall substitute for the end date of his employment referenced in Section 1(e).

(g) The **REGENTS** agrees that until the termination of **CHOUDHRY'S** Sabbatical, **CHOUDHRY** shall continue to have full use of the following resources for research and travel:

(i) Travel. **CHOUDHRY** will receive reimbursement for travel expenses for conferences or events at which he is a panel chair, presenter, or commentator, with a cap of such expenses at \$10,000 per academic year, retroactive to March 2016.

(ii) Research. **CHOUDHRY** will have full use of research funds totaling \$97,210.

2. General Releases.

a. Release of Claims by **CHOUDHRY**.

CHOUDHRY unconditionally, irrevocably and absolutely releases and discharges the **REGENTS** and the **NAMED INDIVIDUAL DEFENDANTS**, as well as any other present and former employees, officers, attorneys, affiliates, successors, assigns and all other representatives of the **REGENTS** 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 **CHOUDHRY** may now or hereafter have arising from incidents or events occurring on or before the **EFFECTIVE DATE** of this **AGREEMENT**. To the extent permitted by law, this release is intended to be interpreted broadly to apply to all transactions and occurrences between **CHOUDHRY** and the **REGENTS** and the **NAMED INDIVIDUAL DEFENDANTS**, including but not limited to any and all claims related to **CHOUDHRY'S** employment with the **REGENTS**, including the employment conditions and separation from employment with the **REGENTS**, and all other 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 **SORRELL LAWSUIT**, the **DISCIPLINARY PROCESS**, the **GRIEVANCE**, the **FEDERAL ACTION** and/or these transactions or occurrences. **CHOUDHRY** releases, without limitation, any claims against the **REGENTS** under the laws of contract or tort, the common law, the state or federal Constitution, any state or federal statutes including, without limitation, the California Fair Employment and Housing Act, the California Civil Code, the California Government Code, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, and the Age Discrimination in Employment Act, any policy of the **REGENTS** or the University of California, or any collective bargaining agreement. This release includes all claims for physical injuries, illness, damage or death, and all claims for attorneys' fees, costs, indemnification or contribution, and expenses. Notwithstanding the foregoing, this release shall not include any other claims that cannot

lawfully be waived or released by private agreement, nor shall this release include, or be read as a waiver of, **CHOUDHRY**'s right to assert a right to, and obtain, to the extent entitled by statute or otherwise, indemnification from the **REGENTS** for any action against him initiated after the **EFFECTIVE DATE**. This release will not extend to, or include, any obligations incurred under this **AGREEMENT**.

b. Release of Claims by the **REGENTS**.

The **REGENTS**, its present and former officers, and its agents unconditionally, irrevocably and absolutely releases and discharges **CHOUDHRY**, his heirs, assigns, representatives, agents, attorneys, and insurers 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 the **REGENTS** may now or hereafter have against **CHOUDHRY** arising from incidents or events occurring on or before the **EFFECTIVE DATE** of this **AGREEMENT**. To the extent permitted by law, this release is intended to be interpreted broadly to apply to all transactions and occurrences between the **REGENTS** and **CHOUDHRY**, including but not limited to any and all claims related to **CHOUDHRY'S** employment with the **REGENTS**, including the employment conditions and separation from employment with the **REGENTS**, and all other 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 **DISCIPLINARY PROCESS**, the **SORRELL LAWSUIT**, the **GRIEVANCE**, the **FEDERAL ACTION** and/or these transactions or occurrences. The **REGENTS** releases, without limitation, any claims against **CHOUDHRY** under the laws of contract or tort, including claims for indemnification and contribution: the common law; the state or federal Constitution; any state or federal statutes including, without limitation, the California Fair Employment and Housing Act, the California Civil Code, the California Government Code, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, and the Age Discrimination in Employment Act; any policy of the **REGENTS** or the University of California; or any collective bargaining agreement. This release includes all claims for physical injuries, illness, damage or death, and all claims for attorneys' fees, costs, and expenses. Notwithstanding the foregoing, this release shall not include any other claims that cannot lawfully be waived or released by private agreement. This release will not extend to, or include, any obligations incurred under this **AGREEMENT**.

3. Unknown or Different Facts or Law. The **PARTIES** acknowledge that they may discover facts or law different from, or in addition to, the facts or law the **PARTIES** know or believe to exist with respect to a released claim. The **PARTIES** 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.

4. California Civil Code Section 1542 Waiver. The **PARTIES** expressly acknowledge and agree that the releases contained in this **AGREEMENT** include a

waiver of all rights under Section 1542 of the California Civil Code. This statute reads as follows:

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

THE PARTIES acknowledge that they have read all of this **AGREEMENT**, including the above Civil Code section, and that the **PARTIES** fully understand both the **AGREEMENT** and the Civil Code section. The **PARTIES** waive any benefits and rights granted to the **PARTIES** pursuant to Civil Code section 1542.

5. No Admissions. By entering into this **AGREEMENT**, **CHOUDHRY** does not admit that he engaged in any unlawful conduct or any conduct that violates the policies of the University of California. The **REGENTS** do not admit that they have engaged in, or are now engaging in, any unlawful conduct or employment practice. It is understood and agreed that this **AGREEMENT** is not an admission of liability or of any underlying factual allegation, by either **PARTY** with regard to the **SORRELL LAWSUIT**, the **DISCIPLINARY PROCESS**, the **GRIEVANCE**, the **FEDERAL ACTION**, and/or any other transaction, event, occurrence, claim, or allegation relating to these transactions or occurrences. 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 either **PARTY**, except a proceeding to enforce this **AGREEMENT**.

6. Attorneys' Fees and Costs. Each **PARTY** agrees to bear its own attorneys' fees and expenses incurred in connection with the **SORRELL LAWSUIT**, the **GRIEVANCE**, the **DISCIPLINARY PROCESS**, the **FEDERAL ACTION** and/or any claims released in this **AGREEMENT**.

7. No Future Employment or Affiliation with the REGENTS. **CHOUDHRY** agrees that following his resignation, **CHOUDHRY** will neither apply for nor accept any employment with or by the **REGENTS**.

8. Tax Consequences. Neither **PARTY** has made any representation about and takes no position on the tax consequences of this **AGREEMENT**. A dispute regarding the tax status of this **AGREEMENT** shall not affect the validity of this **AGREEMENT**. Each **PARTY** has had an opportunity to discuss the potential tax consequences of this **AGREEMENT** with its own counsel and agrees to indemnify and hold harmless the other **PARTY** from any and all costs and assessments, including, but

not limited to, delinquent taxes, penalties and/or assessments as a result of actions taken pursuant to this AGREEMENT.

9. Communications. The PARTIES agree that they will issue a joint statement following the dismissal of the action entitled *Tyann Sorrell v. The Regents of the University of California, et.al.*, Alameda County Superior Court, Case No. RG16806802. The joint statement is attached hereto as Exhibit A. The AGREEMENT will be attached to Exhibit A and released at the same time. Neither PARTY nor their representatives will release the AGREEMENT or discuss its terms until after Exhibit A is made public. All inquiries regarding CHOUDHRY'S status received by the REGENTS, its officers and agents (to include any employee of Berkeley Law who receives such an inquiry) shall be addressed as provided in Section 1(e) of this AGREEMENT.

In responding to any inquiries, neither the REGENTS nor its officers – including administrators for the University of California, UC Berkeley, and Berkeley Law – nor individuals acting on the REGENTS' or officers' behalf shall state that: (1) CHOUDHRY received any discipline other than that imposed by then-Executive Vice Chancellor and Provost Claude Steele in July 2015; (2) CHOUDHRY acted with sexual intent or committed sexual assault; (3) there were, or are, any allegations against CHOUDHRY that have not been investigated; (4) CHOUDHRY posed or poses a risk to faculty, students, or staff; (5) CHOUDHRY was banned from UC Berkeley campus or from the Berkeley Law campus; or (6) anything inconsistent with any factual recitation or other term contained in this AGREEMENT.

10. Return of Information and Property. Within 10 days of June 1, 2018, CHOUDHRY shall return, without making any further copies, all originals and copies of all documents that contain trade secrets or proprietary information of the REGENTS and any documents that contain medical information, personnel information, birth dates, or social security numbers of any current or former employee of the REGENTS. CHOUDHRY may, however, keep any document that is a personnel document relating to CHOUDHRY'S employment with the REGENTS to which CHOUDHRY is entitled to under state or federal law. CHOUDHRY shall also return all property of the REGENTS still in CHOUDHRY'S possession. To the extent there is any dispute as to whether CHOUDHRY continues to possess documents or property that should be returned under this clause, CHOUDHRY agrees to cooperate with the REGENTS by identifying, and making available to the REGENTS, the work related documents or property CHOUDHRY retained after CHOUDHRY'S separation from employment with the REGENTS. The REGENTS agrees that, within 14 days of the EFFECTIVE DATE of this AGREEMENT, it will return to CHOUDHRY, at the REGENTS' cost, all personal property belonging to CHOUDHRY that is on the Berkeley Law campus.

11. Condition. This AGREEMENT is subject to formal approval by the Board of Regents of the University of California, which approval will be communicated to

counsel for **CHOUDHRY** in writing. In the absence of approval by the Board, the **AGREEMENT** shall be null and void ab initio.

12. Older Workers Benefit Protection Act. It is the intention of the **PARTIES** that the releases contained in this **AGREEMENT** comply with the provisions of the Older Workers Benefit Protection Act (29 U.S.C. § 626(f)) and thereby effectuate the release by **CHOUDHRY** of any potential claims under the federal Age Discrimination in Employment Act ("ADEA"). Accordingly, **CHOUDHRY** agrees as follows: (i) **CHOUDHRY** has carefully reviewed the this **AGREEMENT**, and understands the terms and conditions it contains; (ii) **CHOUDHRY** has been advised of the right to consult any attorney or representative of **CHOUDHRY'S** choosing to review this **AGREEMENT**; (iii) **CHOUDHRY** is receiving consideration for this release.; (iv) **CHOUDHRY** does not waive rights or claims that may arise after the date on which **CHOUDHRY** executes this **AGREEMENT**; (v) **CHOUDHRY** has had twenty-one (21) days to consider whether to agree to the terms and conditions set forth in this **AGREEMENT**. **CHOUDHRY** may sign this **AGREEMENT** sooner, but in doing so, **CHOUDHRY** acknowledges that the decision to sign was **CHOUDHRY'S** alone and, as a result, **CHOUDHRY** has voluntarily waived the balance of the 21-day review period.

13. Seven-Day Revocation Period and Effective Date. **CHOUDHRY** shall have seven (7) days after executing this **AGREEMENT** to reconsider and revoke the release of ADEA claims under this **AGREEMENT**. Any such revocation must be in writing and delivered to Michael T. Lucey, Gordon & Rees LLP, 275 Battery Street, Suite 2000, San Francisco, CA 94111, no later than the seventh (7th) day following **CHOUDHRY'S** execution of this **AGREEMENT**. This **AGREEMENT** shall not become effective or enforceable until the seven-day revocation period has expired, or until the date of the last signature on this **AGREEMENT**, whichever is later ("EFFECTIVE DATE"). If **CHOUDHRY** revokes the release of ADEA claims under this **AGREEMENT**, the **REGENTS** will have the option to: (a) continue to accept this **AGREEMENT**, accepting that there is no release of ADEA claims, or (b) revoke, cancel, nullify, or rescind the entire **AGREEMENT**, and in such case, this **AGREEMENT** shall not be effective or enforceable, **CHOUDHRY** will not receive the consideration described herein, and **CHOUDHRY** agrees that the statute of limitations has not been tolled or precluded under any theory (including, but not limited to, equitable tolling, equitable estoppel, equitable excuse, the continuing violations theory, the delayed discovery rule) for any reason, including the fact that the parties engaged in settlement negotiations.

14. Second Agreement. On May 31, 2017, and in consideration for the mutual promises made herein, the **PARTIES** will sign a second release (Exhibit B).

15. California Law. This **AGREEMENT** is made and entered into in the State of California and shall in all respects be interpreted and enforced in accordance with California law, without regard to conflicts of laws provisions. The **PARTIES** agree that

any action to enforce any term of this **AGREEMENT** shall be filed in the Superior Court of California, County of Alameda. Accordingly, the **PARTIES** also agree to submit to the jurisdiction of the State of California for any action to enforce any term of this **AGREEMENT**.

16. Severability. Should it be determined by a court that any term of this **AGREEMENT** is unenforceable, that term shall be deemed to be deleted. However, the validity and enforceability of the remaining terms shall not be affected by the deletion of the unenforceable terms.

17. Modifications. This **AGREEMENT** may be amended only by a written instrument executed by all **PARTIES** hereto.

18. Cooperation. The **PARTIES** agree to do all things necessary and to execute all further documents necessary and appropriate to carry out and effectuate the terms and purposes of this **AGREEMENT**.

19. Interpretation; Construction. The headings set forth in this **AGREEMENT** are for convenience only and shall not be used in interpreting this **AGREEMENT**.

20. Entire Agreement. The **PARTIES** to this **AGREEMENT** declare and represent that no promise, inducement or agreement not herein discussed has been made between the **PARTIES** and that this **AGREEMENT** contains the entire expression of agreement between the **PARTIES** on the subjects addressed herein.

21. Binding Effect. This **AGREEMENT** shall bind the heirs, personal representatives, successors, and assigns of each **PARTY**, and it shall inure to the benefit of each **PARTY** and their respective heirs, successors, and assigns.

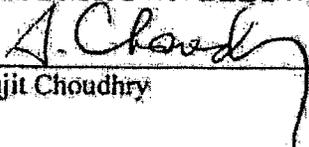
22. Counterparts. This **AGREEMENT** may be executed in counterparts. The execution of a signature page of this **AGREEMENT** shall constitute the execution of the **AGREEMENT**, and the **AGREEMENT** shall be binding on each **PARTY** upon that **PARTY'S** signing of such a counterpart. The signing of a facsimile or .pdf copy shall have the same force and effect as the signing of an original, and a facsimile or .pdf signature shall be deemed an original and valid signature.

23. Advice of Counsel. The **PARTIES** declare and represent that they are executing this **AGREEMENT** with full advice from their respective legal counsel, that they intend that this **AGREEMENT** shall be complete and shall not be subject to any claim of mistake, that the releases herein express a full and complete release and that, regardless of the adequacy or inadequacy of the consideration, each intends the releases herein to be final and complete. Each **PARTY** executes this release with the full knowledge that this release covers all possible claims to the fullest extent permitted by law.

PLEASE READ CAREFULLY. THIS SEPARATION AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

WHEREFORE, THE PARTIES HAVE VOLUNTARILY EXECUTED THIS AGREEMENT ON THE DATES SHOWN BELOW.

Dated: March 24, 2017

By: 
Sujit Choudhry

Dated: March 31, 2017

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: 
Senior Counsel
Office of the General Counsel

ACKNOWLEDGED:

Dated: March 31, 2017

By: 
Chief Risk Officer
University of California

APPROVED AS TO FORM AND SUBSTANCE:

Zuckerman Spaeder LLP

By: 
Attorney for SUJIT CHOUDHRY

Gordon & Rees LLP

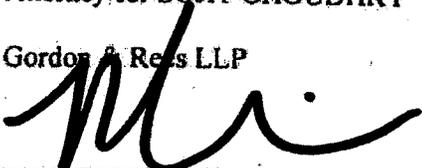
By: 
Attorney for Defendant THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

EXHIBIT B

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Second Settlement Agreement and Release of All Claims (“**SECOND AGREEMENT**”) is made between Sujit Choudhry (“**CHOUDHRY**”) and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (the “**REGENTS**”). Collectively, the parties are referred to as the “**PARTIES**” or individually as a “**PARTY.**”

RECITALS

- A. **CHOUDHRY** and the **REGENTS** executed a Settlement Agreement and Release of Claims on _____ 2017 (The “**AGREEMENT**”).
- B. Pursuant to the terms of the **AGREEMENT** the parties agreed to the execution of this **SECOND AGREEMENT** on May 31, 2017.
- C. The **PARTIES** now desire to fully and finally settle all claims that were raised or could have been raised since execution of the **AGREEMENT** and any claims or potential claims arising from any transactions or occurrences to date between **CHOUDHRY**, on the one hand, and the **REGENTS**, on the other hand, since execution of the **AGREEMENT**.

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, IT IS HEREBY AGREED AS FOLLOWS:

1. Consideration. In exchange for the promises and warranties set forth below, the **PARTIES** agree as follows:

(a) Release of Claims by **CHOUDHRY**.

CHOUDHRY unconditionally, irrevocably and absolutely releases and discharges the **REGENTS**, as well as any other present or former employees, officers, agents, attorneys, affiliates, successors, assigns and all other representatives of the **REGENTS** 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 **CHOUDHRY** may now or hereafter have arising from incidents or events occurring after execution of the **AGREEMENT** and on or before the **EFFECTIVE DATE** of this **SECOND AGREEMENT**. To the extent permitted by law, this release is intended to be interpreted broadly to apply to all transactions and occurrences between **CHOUDHRY** and the **REGENTS** occurring since execution of the **AGREEMENT** and

on or before the **EFFECTIVE DATE** of this **SECOND AGREEMENT**, including but not limited to any and all claims related to **CHOUDHRY'S** employment with the **REGENTS**. **CHOUDHRY** releases, without limitation, any claims against the **REGENTS** under the laws of contract or tort, the common law, the state or federal Constitution, any state or federal statutes including, without limitation, the California Fair Employment and Housing Act, the California Civil Code, the California Government Code, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, and the Age Discrimination in Employment Act, any policy of the **REGENTS** or the University of California, or any collective bargaining agreement. This release includes all claims for physical injuries, illness, damage or death, and all claims for attorneys' fees, costs, indemnification and contribution, and expenses. Notwithstanding the foregoing, this release shall not include any other claims that cannot lawfully be waived or released by private agreement, nor shall this release shall not include, or be read as a waiver of, **CHOUDHRY's** right to assert a right to, and obtain, to the extent entitled by statute or otherwise, indemnification from the **REGENTS** for any action initiated against him after the **EFFECTIVE DATE** of the **AGREEMENT**. This release will not extend to, or include, any obligations incurred under the **AGREEMENT** or this **SECOND AGREEMENT**.

(b). Release of Claims by the **REGENTS**.

The **REGENTS**, its officers and its agents, irrevocably and absolutely release and discharges **CHOUDHRY** 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 the **REGENTS** may now or hereafter have against **CHOUDHRY** arising from incidents or events occurring since execution of the **AGREEMENT** and on or before the **EFFECTIVE DATE** of this **SECOND AGREEMENT**. To the extent permitted by law, this release is intended to be interpreted broadly to apply to all transactions and occurrences between the **REGENTS** and **CHOUDHRY**, including but not limited to any and all claims related to **CHOUDHRY'S** employment with the **REGENTS**, including the employment conditions and separation from employment with the **REGENTS**. The **REGENTS** releases, without limitation, any claims against **CHOUDHRY** under the laws of contract or tort, the common law, the state or federal Constitution, any state or federal statutes including, without limitation, the California Fair Employment and Housing Act, the California Civil Code, the California Government Code, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, and the Age Discrimination in Employment Act, any policy of the **REGENTS** or the University of California, or any collective bargaining agreement. This release includes all claims for physical injuries, illness, damage or death, and all claims for attorneys' fees, costs, and expenses. Notwithstanding the foregoing, this release shall not include any other claims that cannot lawfully be waived or released by private agreement. This release will not extend to, or include, any obligations incurred under the **AGREEMENT** or this **SECOND AGREEMENT**.

2. Unknown or Different Facts or Law. The **PARTIES** acknowledge that they may discover facts or law different from, or in addition to, the facts or law that they know or believe to exist with respect to a released claim. The **PARTIES** agree, nonetheless, that this **SECOND AGREEMENT** and the releases contained in it shall be and remain effective in all respects notwithstanding such different or additional facts or law.

3. California Civil Code Section 1542 Waiver. The **PARTIES** expressly acknowledge and agree that the releases contained in this **SECOND AGREEMENT** include a waiver of all rights under Section 1542 of the California Civil Code. This statute reads as follows:

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

The **PARTIES** acknowledge that they have read all of this **SECOND AGREEMENT**, including the above Civil Code section, and that they fully understand both the **SECOND AGREEMENT** and the Civil Code section. The **PARTIES** waive any benefits and rights granted to them pursuant to Civil Code section 1542.

4. No Admissions. By entering into this **SECOND AGREEMENT**, neither the **REGENTS** nor **CHOUDHRY** admit that they have engaged in, or are now engaging in, any unlawful conduct or employment practice or breach of the policies of the University of California. It is understood and agreed that this **SECOND AGREEMENT** is not an admission of liability, and that **PARTIES** agree that it is their mutual intention that neither this **SECOND AGREEMENT** nor any terms hereof shall be admissible in any other or future proceedings against the **REGENTS** or **CHOUDHRY**, except a proceeding to enforce this **SECOND AGREEMENT**.

5. Covenant Not to Sue. The **PARTIES** agree, to the fullest extent permitted by law, that they will not initiate or file a lawsuit or internal University proceeding to assert any released claims. If any such action is brought, this **SECOND AGREEMENT** will constitute an Affirmative Defense thereto, and the **PARTIES** named in such action shall be entitled to recover reasonable costs and attorneys' fees incurred in defending against any released claims.

Nothing in this **SECOND AGREEMENT** shall affect the rights and responsibilities of the U.S. Equal Employment Opportunity Commission ("EEOC") or the California Department of Fair Employment and Housing ("DFEH") to enforce Title

VII of the Civil Rights Act of 1964, as amended, the California Fair Employment and Housing Act, as amended, or any other applicable law. Nor shall anything in this **SECOND AGREEMENT** be construed as a basis for interfering with **CHOUDHRY'S** protected right to file a charge with, or participate in an investigation or proceeding conducted by, the EEOC or any other state, federal or local government entity. Notwithstanding the foregoing, if the EEOC or any other state, federal or local government entity commences a lawful investigation or issues a complaint on **CHOUDHRY'S** behalf, **CHOUDHRY** specifically waives and releases **CHOUDHRY'S** right, if any, to recover any monetary or other benefits of any sort whatsoever in connection with that investigation or administrative proceeding.

6. Acknowledgment of Payment of Compensation/Benefits: **CHOUDHRY** acknowledges and affirms that **CHOUDHRY** has been paid and/or has received any and all wages, benefits and compensation to which **CHOUDHRY** is entitled as a result of **CHOUDHRY'S** employment with the **REGENTS**, including but not limited to, accrued but unused vacation time.

7. Attorneys' Fees and Costs. **CHOUDHRY** and the **REGENTS** and any other released parties agree to bear their own attorneys' fees and expenses incurred in connection with **CHOUDHRY'S** employment with the **REGENTS** and/or any released claims, except as otherwise set forth herein.

8. Voluntary Resignation. Pursuant to the paragraph 1(e) of the **AGREEMENT**, **CHOUDHRY** agreed to voluntarily resign effective the end of business on May 31, 2018. No further action needs to be taken by **CHOUDHRY** or the **REGENTS** with regard to **CHOUDHRY'S** voluntary resignation.

9. Tax Consequences. The **REGENTS** has made no representation about and takes no position on the tax consequences of this **SECOND AGREEMENT**. A dispute regarding the tax status of this **SECOND AGREEMENT** shall not affect the validity of this **SECOND AGREEMENT**. **CHOUDHRY** has had an opportunity to discuss the potential tax consequences of this **SECOND AGREEMENT** with **CHOUDHRY'S** own counsel and agrees to indemnify and hold harmless the **REGENTS** from any and all costs and assessments, including, but not limited to, delinquent taxes, penalties and/or assessments levied against the **REGENTS** for the **CHOUDHRY'S** portion of any such taxes as a result of actions taken by the **REGENTS** pursuant to this **SECOND AGREEMENT**.

10. California Law. This **SECOND AGREEMENT** is made and entered into in the State of California and shall in all respects be interpreted and enforced in accordance with California law, without regard to conflicts of laws provisions. The **PARTIES** agree that any action to enforce any term of this **SECOND AGREEMENT** shall be filed in the Superior Court of California, County of Alameda. Accordingly, the

PARTIES also agree to submit to the jurisdiction of the State of California for any action to enforce any term of this **SECOND AGREEMENT**.

11. Severability. Should it be determined by a court that any term of this **SECOND AGREEMENT** is unenforceable, that term shall be deemed to be deleted. However, the validity and enforceability of the remaining terms shall not be affected by the deletion of the unenforceable terms.

12. Modifications. This **SECOND AGREEMENT** may be amended only by a written instrument executed by all **PARTIES** hereto.

13. Cooperation. The **PARTIES** agree to do all things necessary and to execute all further documents necessary and appropriate to carry out and effectuate the terms and purposes of this **SECOND AGREEMENT**.

14. Interpretation; Construction. The headings set forth in this **SECOND AGREEMENT** are for convenience only and shall not be used in interpreting this **SECOND AGREEMENT**. This **SECOND AGREEMENT** has been drafted by legal counsel representing the **REGENTS**, but **CHOUDHRY** and **CHOUDHRY'S** counsel have fully participated in the negotiation of its terms. **CHOUDHRY** acknowledges that **CHOUDHRY** has had an opportunity to review and discuss each term of this **SECOND AGREEMENT** with legal counsel and, therefore, the normal rule of construction, which is that any ambiguities in the document are resolved against the drafting party, shall not be employed in the interpretation of this **SECOND AGREEMENT**.

15. Entire Agreement. The **PARTIES** to this **SECOND AGREEMENT** declare and represent that other than that contained in the **AGREEMENT**, no promise, inducement or agreement not herein discussed has been made between the **PARTIES** and that this **SECOND AGREEMENT** contains the entire expression of agreement between the **PARTIES** on the subjects addressed herein.

16. Binding Effect. This **SECOND AGREEMENT** shall bind the heirs, personal representatives, successors, and assigns of the **PARTIES** and it shall inure to the benefit of each **PARTY** and their respective heirs, successors, and assigns.

17. Counterparts. This **SECOND AGREEMENT** may be executed in counterparts. The execution of a signature page of this **SECOND AGREEMENT** shall constitute the execution of the **SECOND AGREEMENT**, and the **SECOND AGREEMENT** shall be binding on each **PARTY** upon that **PARTY'S** signing of such a counterpart. The signing of a facsimile or .pdf copy shall have the same force and effect as the signing of an original, and a facsimile or .pdf signature shall be deemed an original and valid signature.

18. Advice of Counsel. The **PARTIES** declare and represent that they are executing this **SECOND AGREEMENT** with full advice from their respective legal counsel, that they intend that this **SECOND AGREEMENT** shall be complete and shall not be subject to any claim of mistake, that the releases herein express a full and complete release and that, regardless of the adequacy or inadequacy of the consideration, each intends the releases herein to be final and complete. Each **PARTY** executes this release with the full knowledge that this release covers all possible claims to the fullest extent permitted by law.

PLEASE READ CAREFULLY. THIS SEPARATION AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

WHEREFORE, THE PARTIES HAVE VOLUNTARILY EXECUTED THIS SECOND AGREEMENT ON THE DATES SHOWN BELOW.

Dated: _____, 20__

By: _____
Sujit Choudhry

Dated: _____, 20__

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: _____
Senior Counsel
Office of the General Counsel

ACKNOWLEDGED:

Dated: _____

By: _____
Chief Risk Officer
University of California

APPROVED AS TO FORM AND SUBSTANCE:

Zuckerman Spaeder LLP

By: _____
Attorney for SUJIT CHOUDHRY

Gordon & Rees LLP

By:

Attorney for Defendant THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

EXHIBIT A – JOINT STATEMENT

Professor Choudhry and the Regents of the University of California have reached an agreement that resolves all of the disputes between them. The Regents and Professor Choudhry are satisfied that this is an appropriate resolution, and they look forward to putting this matter behind them.