

SEPARATION AGREEMENT AND RELEASE OF ALL CLAIMS

This Separation Agreement and Release of All Claims ("Agreement") is made between DR. ISHWARLAL JIALAL ("DR. JIALAL") and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ("REGENTS") with respect to the following facts:

RECITALS

DR. JIALAL is a Distinguished Professor of Pathology and Laboratory Medicine and Internal Medicine in the School of Medicine at the University of California, Davis ("UCD").

In a letter dated January 8, 2016, Chancellor Katchi communicated her decision to impose disciplinary sanctions on DR. JIALAL. In order to avoid the costs and inconvenience of further administrative or legal proceedings and to settle fully and finally all differences that may exist between them, the parties have reached the mutual decision to end their employment relationship on the terms and conditions outlined in this Agreement.

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

1. Purpose of Agreement. The purpose of this Agreement is to resolve any and all claims arising out of DR. JIALAL's employment and to settle fully and completely any and all disputes between DR. JIALAL and the University, its Board of Regents, officers, agents or employees (whether current or former). The parties acknowledge that this Agreement shall not in any way be construed as an admission by the University, or any of its Board of Regents, officers, agents or employees (whether current or former) of any improper or unlawful treatment of DR. JIALAL.
2. Separation. As of the Effective Date of this Agreement, DR. JIALAL irrevocably resigns from his University appointment, effective June 30, 2016 (hereafter "Date of Resignation"). This term is self-executing and requires no further act of either party for full force or effect. The University hereby accepts DR. JIALAL's resignation as of the Effective Date of this Agreement.
3. Additional terms. DR. JIALAL agrees that he will accept the disciplinary sanction of denial of emeritus status.
4. General Release of All Claims. DR. JIALAL 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 (collectively, "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 DR. JIALAL may now or hereafter have against the Released Parties arising from incidents or events occurring on or before the Effective Date of this Agreement (hereafter collectively, "Released Claims"). To the extent permitted by law, this release is intended to be interpreted broadly to apply to all transactions and occurrences between DR. JIALAL and any Released Party, including but not limited to any and all claims related to DR. JIALAL's employment, employment conditions with and separation from 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 Action and/or these transactions or occurrences. Released Claims include, without limitation, any claim based in tort, contract, common law, the state or federal Constitution, state or federal statutes (including, without limitation, the California Fair Employment and Housing Act, the California Civil Code, the California Government Code, and Title VII of the Civil Rights Act of 1964), all claims for physical injuries, illness, damage or death, and all claims, including such claims as may arise under contract, state or federal law for attorneys' fees, costs and expenses, grievances, claims and/or appeals under the REGENTS' policies and/or collective bargaining agreements, or the University of California, Davis's internal administrative review procedures, but excluding any claims that cannot lawfully be waived or released by private agreement.

5. Unknown or Different Facts or Law. DR. JIALAL acknowledges that he may discover facts or law different from, or in addition to, the facts or law he knows or believes to exist with respect to a Released Claim. He agrees, 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.

6. California Civil Code Section 1542 Waiver: DR. JIALAL expressly acknowledges and agrees 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 OF
OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME
OF EXECUTING THE RELEASE, WHICH IF KNOWN BY
HIS MUST HAVE MATERIALLY AFFECTED HIS
SETTLEMENT WITH THE DEBTOR.

DR. JIALAL acknowledges that he has read all of this Agreement, including the above Civil Code Section, and that he fully understands both the Agreement and the Civil Code

section. DR. JIALAL waives any benefits and rights granted to him pursuant to Civil Code section 1542.

7. No Prior Assignments or Liens. DR. JIALAL represents and warrants that he has not assigned to any other person or entity any Released Claim. DR. JIALAL further represents and warrants there are no liens or claims against any of the amounts being paid by the REGENTS as provided in this Agreement. DR. JIALAL agrees to defend, indemnify and hold the REGENTS harmless from any liability, losses, claims, damages, costs or expenses, including reasonable attorneys' fees, arising out of a breach of the representations and warranties contained in this paragraph.

8. No Admissions. By entering into this Agreement, the REGENTS does not admit that it has engaged in, or is now engaging in, any unlawful conduct or employment practice. It is understood and agreed that this Agreement is not an admission of liability, and that the REGENTS specifically deny liability in the Action and intend merely to avoid further litigation and expense by entering into this Agreement. By entering into this agreement, DR. JIALAL does not admit the validity of any of the University's determinations regarding his conduct and discipline. 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 REGENTS, except a proceeding to enforce this Agreement.

9. Covenant Not to Sue. DR. JIALAL agrees, to the fullest extent permitted by law, that he will not initiate or file a lawsuit or internal University proceeding to assert any Released Claim. If any such action is brought, this Agreement will constitute an Affirmative Defense thereto, and the REGENTS shall be entitled to recover reasonable costs and attorneys' fees incurred in defending against any Released Claim as set forth in paragraph 4.

Nothing in this Agreement shall affect the U.S. Equal Employment Opportunity Commission's ("EEOC") or the California Department of Fair Employment and Housing's ("DFEH") rights and responsibilities to enforce Title VII of the Civil Rights Act of 1964, as amended, the Fair Employment and Housing Act, or any other applicable law, nor shall anything in this Agreement be construed as a basis for interfering with DR. JIALAL'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; except that, if the EEOC or any other state, federal or local government entity commences a lawful investigation or issues a complaint on DR. JIALAL's behalf, DR. JIALAL specifically waives and releases his right, if any, to recover any monetary or other benefits of any sort whatsoever arising from any such investigation, nor will DR. JIALAL seek reinstatement to University employment.

10. Acknowledgment of Payment of Compensation/Benefits: The University agrees to pay to DR. JIALAL all wages, benefits and compensation to which he is entitled as of the date of separation.

11. Attorneys' Fees and Costs. DR. JIALAL and the REGENTS agree to bear their own attorneys' fees and expenses incurred in connection with the Action, or any Released Claim, except as otherwise set forth herein.

12. No Future Employment or Affiliation with the REGENTS. With the exception of DR. JIALAL's pre-existing appointment as of February 1, 2016 at the Children's Hospital of Oakland Research Institute, DR. JIALAL agrees, warrants and represents that he will not apply for, and if offered will not accept, any employment with or by the University at any time, or at any campus, medical center, Agricultural Experiment Stations, Cooperative Extension, Organized Research Unit, Foundation affiliated with a University of California campus, DOE Laboratory operated by the University or any other entity in which DR. JIALAL's wages, salary or benefits are paid, in part or in full, by the REGENTS/University of California. DR. JIALAL understands and agrees that a violation of this Agreement shall constitute good cause for the REGENTS to reject DR. JIALAL's application for employment or terminate his employment status. DR. JIALAL further understands and agrees that should he accept University employment, the acceptance shall constitute misconduct and DR. JIALAL may be terminated without cause or notice and without recourse to any University policy, complaint resolution or contractual grievance process. In consideration for the promises contained in this Agreement, DR. JIALAL expressly waives any right he may have to any University complaint or contractual grievance process, including any rights he might otherwise have to any notice or opportunity to be heard.

13. Confidentiality Provision. The parties and their attorneys agree that they will not voluntarily release this Agreement to third parties or to otherwise disclose its contents publicly except under the following circumstances: (a) The REGENTS receives a request and determines it is required by law to release the document to the person or entity submitting the request; (b) either party is required to disclose either pursuant to a subpoena issued by a competent authority or an order issued by a court or tribunal of competent jurisdiction; or (c) The REGENTS determines that disclosure is necessary for The REGENTS to defend itself in a judicial action or administrative proceeding (either internal or external). The agreement will not be placed in DR. JIALAL's personnel file, but shall be retained in a separate file in Academic Affairs. 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 REGENTS, its officers, agents or employees with a need to know in order to perform their duties, and in the case of DR. JIALAL, to his domestic partner or spouse. DR. JIALAL agrees that, in response to any

inquiry regarding this Action or Settlement Agreement, he will limit his response to "The matter has been resolved to everyone's satisfaction."

The parties, including themselves and their representatives, acknowledge and agree that a material term of this agreement is that its terms and conditions are strictly confidential, subject to the limitations described above, and thereafter promise that they will not discuss, describe or in any other manner communicate the terms, conditions or contents of this Agreement, or the negotiations leading thereto, directly or indirectly, or by or through any agent, attorney, or representative, to any source, individual, or entity.

14. Condition. This Agreement is subject to formal approval by the UCD Chief Campus Counsel or his designee, which approval will be communicated to DR. JIALAL. Without approval by the Chief Campus Counsel or his designee, this Agreement shall have no force and effect.

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

16. Seven-Day Revocation Period and Effective Date. DR. JIALAL shall have seven (7) days after executing this Agreement to reconsider and revoke this Agreement. Any revocation must be in writing and delivered to Danny Gray, Director of Academic Employee and Labor Relations (dgray@qucdavis.edu), University of California, One Shields Avenue, Davis, CA 95616, 530.752.2090, no later than the close of business on the seventh (7th) day following DR. JIALAL'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 DR. JIALAL revokes this Agreement, it shall not be effective or enforceable, and he will not receive the consideration described herein.

17. 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.

18. 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.

19. Modifications. This Agreement may be amended only by a written instrument executed by all parties hereto.

20. 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.

21. Interpretation; Construction. The headings set forth in this Agreement are for convenience only and shall not be used in interpreting this Agreement. This Agreement has been drafted by legal counsel representing the REGENTS, but DR. HALAL acknowledges he has had an opportunity to review and discuss each term of this Agreement with legal counsel and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

22. 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.

23. 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.

24. Advice of Counsel. The parties declare and represent that they are executing this Agreement with full advice from their respective legal counsel, and that they intend that this Agreement shall be complete and shall not be subject to any claim of mistake, and that the releases herein express a full and complete release and, 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.

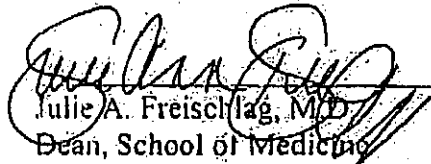
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WHEREFORE, THE PARTIES HAVE VOLUNTARILY EXECUTED THIS
AGREEMENT ON THE DATES SHOWN BELOW.

Dated: 3-27, 2016

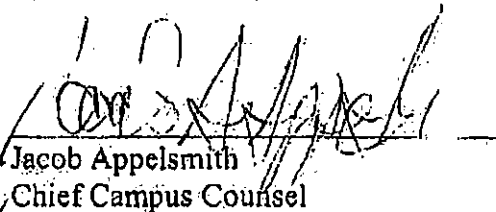
By: 
DR. DALAL

Dated: 2/24/, 2016

By: 
Julie A. Freischlag, M.D.
Dean, School of Medicine

Dated: 2/25, 2016

THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA

By: 
Jacob Appelsmith
Chief Campus Counsel