

1 Ishwarlal Jialal, M.D., Ph. D.
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3 Davis, CA 95618
4 (530)750-2859

5 Plaintiff,
6 In Pro Per

FILED
Superior Court Of California,
Sacramento
07/14/2016
amocanu
By _____, Deputy
Case Number:
34-2016-00197227

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8 SUPERIOR COURT OF CALIFORNIA
9 COUNTY OF SACRAMENTO

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11 ISHWARAL JIALAL, M.D., Ph. D.,
12 Plaintiff,
13 v.
14 REGENTS OF THE UNIVERSITY OF
15 CALIFORNIA; and
16 DOES 1 through 20, inclusive,
17 Defendants.

Case No.:
**COMPLAINT FOR INJUNCTIVE RELIEF
& DAMAGES**
**(1) Rescission and Restitution under Civil
Code §§ 1688 et seq.;**
(2) Breach of Contract
**UNLIMITED CIVIL CASE
DEMAND FOR JURY TRIAL**

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20 ISHWARLAL JIALAL, M.D., Ph.D. (hereinafter "Plaintiff") alleges as follows:

21 **PARTIES**

22 1. At all times referenced herein, Plaintiff was a resident of the County of Yolo,
23 State of California, and was employed by Defendant THE REGENTS OF THE
24 UNIVERSITY OF CALIFORNIA ("Defendant") as a tenured professor of the University of
25 California, Davis Medical School located in Sacramento, California.

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1 2. Defendant constitutes the governing board of the University of California.
2 Under California law, Defendant is the real party in interest for all purposes in all legal
3 actions involving the University system.

4 3. Plaintiff is unaware of the true names and capacities of the individual
5 defendants sued as "Does" 1 through 20, and, therefore, sues these defendants by such
6 fictitious names. Plaintiff is informed and believes, and therefore alleges, that defendants
7 herein designated as "Does" are legally responsible in some manner for the events and
8 happenings referred to which caused the injuries to Plaintiff for which Plaintiff now seeks
9 damages.

10 4. Plaintiff will amend his Complaint to allege the true names and capacities of
11 these DOE defendants when ascertained. Plaintiff is informed and believes, and therefore
12 alleges, that at all times referenced defendants were the agents, servants, employees and/or
13 joint ventures of the other defendants and were, as such, at all times referenced acting
14 within the scope, course and authority of their agency, employment and/or joint venture.
15 Plaintiff is further informed and believes and, therefore alleges, that each of the defendants
16 consent to, and ratified, participated in, or authorized the acts of the remaining defendants.

17 BACKGROUND FACTS

18 5. Plaintiff holds an M.D. and Ph.D. and specializes in cardiovascular
19 pathology and clinical chemistry and toxicology. Plaintiff has published over 350 original
20 papers with respect to his various research interests, and has received several honors and
21 awards.

22 6. Plaintiff has been employed at UC Davis Medical Center since 2002 as a
23 tenured professor and holder of the Robert E. Stowell endowed chair in Experimental
24 Pathology (2002-2014).

25 7. In 2003, Plaintiff met Dr. Uma Singh and assisted her in obtaining a visa so
26 that she could work in his lab. Dr. Singh came to UC Davis in 2004 and worked as a post-
27 doctoral fellow in Plaintiff's lab.

1 8. In 2008, Plaintiff and Dr. Singh worked on an article for *Nutrition Reviews*, a
2 publication of John Wiley & Sons, for which Plaintiff served as a contributing editor.

3 9. In April 2012, *Nutrition Reviews* advised Plaintiff and Dr. Singh that the article
4 they had published would be retracted because Dr. Singh had allegedly plagiarized the
5 work of a deceased researcher.

6 10. Thereafter, on August 14, 2012, *Retraction Watch* reported that Plaintiff and
7 Singh had retracted their *Nutrition Reviews* article, noting that Dr. Singh's plagiarism was
8 extensive, copying "many phrases, sentences, and even paragraphs..." from the article of
9 the deceased researcher.

10 11. The retraction and subsequent publicity intensely hurt Plaintiff academically.
11 He was removed as a contributing editor of *Nutrition Reviews* after the retraction was
12 published and has had a difficult time winning grants from NIH and non-profit
13 organizations. In addition, his speaking engagements at national meetings and other
14 academic institutions have dwindled, his "academic currency" has diminished, and he was
15 removed, without explanation, as a chapter author for the next edition of the *Tietz Textbook*
16 *of Clinical Chemistry*.

17 12. In late 2012, the UC Davis Research Compliance and Integrity Unit opened an
18 inquiry into the alleged plagiarism to determine whether research misconduct had
19 occurred.

20 13. On or about March 8, 2013, the Research Compliance and Integrity Unit
21 issued its draft Inquiry Report, in which it exonerated Plaintiff and found Dr. Singh had
22 committed plagiarism by failing to properly attribute material in the *Nutrition Reviews*
23 publication.

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1 14. On May 31, 2013, the Vice Chancellor for Research, Harris Lewin, notified the
2 Vice Provost for Academic Affairs, Maureen Stanton (hereinafter, "Vice Provost Stanton"),
3 that some of Plaintiff's actions during the inquiry process warranted further investigation.
4 In response, Vice Provost Stanton directed Professor Ahmet Palazoglu to investigate the
5 matter.

6 15. On March 14, 2014, Professor Palazoglu found that Plaintiff had breached the
7 confidentiality of the research misconduct inquiry process, attempted to interfere with Dr.
8 Singh's participation in that process, and then retaliated against her by sending a
9 confidential draft inquiry report to her employer.

10 16. On July 23, 2014, Chancellor Linda Katehi proposed discipline consisting of:
11 (a) a six-month suspension without pay; (b) a salary reduction of fifty-percent for one year;
12 and (c) denial of Plaintiff's future emeritus status.

13 17. Pursuant to his rights as an Academic Senate member, Plaintiff requested a
14 hearing before the Privilege and Tenure Hearings Subcommittee ("P and T Hearings
15 Subcommittee") concerning Professor Palazoglu's findings and the proposed discipline.

16 18. The P and T Hearings Subcommittee conducted hearings on June 2 and 3,
17 2015. Both parties were represented by counsel. The P and T Hearings Subcommittee
18 considered three issues: (1) whether Plaintiff violated the Faculty Code of Conduct by
19 breaching the confidentiality of a research misconduct inquiry process; (2) whether Plaintiff
20 violated the Faculty Code of Conduct by attempting to prevent Dr. Singh from cooperating
21 with the Inquiry Committee charged with investigating whether research misconduct
22 occurred; and (3) whether Plaintiff violated the Faculty Code of Conduct by sending the
23 draft inquiry report to Dr. Singh's employer in retaliation against Dr. Singh for her
24 participation in the research misconduct inquiry process.

25 19. On September 25, 2015, the P and T Hearings Subcommittee found that
26 Plaintiff had violated the Faculty Code of Conduct as to issues (1) and (3), but found the
27 evidence was insufficient as to issue (2). The P and T Hearings Subcommittee

1 recommended discipline consisting of a one-year reduction of fifty-percent in salary and a
2 continuation of mental health treatment. The P and T Hearings Subcommittee also opined
3 that the interests of both Plaintiff and the University would be best served if he were to
4 retire sooner rather than later, but provided no concrete suggestions in this regard.
5 Ultimately, the P and T Hearings Subcommittee suggested that the Chancellor consider a
6 significant reduction in sanctions if Plaintiff agreed to retire at the conclusion of the 2015-16
7 academic year. The P and T Hearings Subcommittee further indicated that Plaintiff should
8 be permitted to maintain his emeritus status following retirement, acknowledging that to
9 deny his status would significantly impair his reputation, which was something of utmost
10 importance to him. For similar reasons, the P and T Hearings Subcommittee indicated it
11 did not recommend a sanction that would include Plaintiff's suspension. The P and T
12 Hearings Subcommittee's recommendations were forwarded to Chancellor Katehi for a
13 final determination.

14 20. On or about November 2, 2015, after Plaintiff lost two of his brothers in South
15 Africa within a six-month period, his physician placed him on a medical leave, reducing
16 his work schedule to 50% time. While he was on leave, Plaintiff's work assignment
17 included 30% clinical service and 20% research and/or non-clinical teaching service,
18 working alternate weeks.

19 21. On January 8, 2016, Chancellor Katehi issued a Letter of Censure notifying
20 Plaintiff that she agreed with the P and T Hearings Subcommittee's findings as to issues (1)
21 and (3), but disagreed as to issue (2). Chancellor Katehi's final decision was to impose
22 disciplinary sanctions as follows: (a) suspension without pay for a six-month period,
23 beginning February 1, 2016; (b) a reduction in salary in the amount of fifty-percent of
24 Plaintiff's 2013-14 salary for a period of one year following the suspension; (c) a
25 recommendation to the President to deny future emeritus status; and (d) the issuance of a
26 Letter of Censure.

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1 22. A copy of Chancellor Katehi's Letter of Censure was sent directly to Plaintiff's
2 department chair, Dr. Lydia Howell, Professor and Chair of the Department of Pathology &
3 Laboratory Medicine ("Chair Howell"), prior to Plaintiff's receipt. Vice Provost Stanton
4 later acknowledged that Chair Howell should not have received a copy of Chancellor
5 Katehi's letter before Plaintiff did. In addition, prior to the time that any sanctions were to
6 be imposed, certain faculty members informed one of Plaintiff's resident students not to go
7 see Plaintiff as scheduled. This understandably caused Plaintiff additional distress, during
8 a time when he was already on a fifty-percent (50%) medical leave. Plaintiff received a copy
9 of the Letter of Censure via email on January 13, 2016.

10 23. On January 21, 2016, Plaintiff sent an email to Vice Provost Stanton regarding
11 various issues raised by the discipline imposed by the Chancellor. First, Plaintiff asked
12 whether Chancellor Katehi was aware that he was on FMLA leave until May 2, 2016, and
13 under what authority the Chancellor purported to implement discipline upon him prior to
14 the expiration of his leave. Second, Plaintiff advised the Vice Provost that he had an active
15 grant with the Institute of Kidney Life-Sciences Technology (IKLT) from Canada that was
16 due to expire in June 2016. Plaintiff informed Vice Provost Stanton that, as a result of the
17 Chancellor's academic suspension, he was being forced to renege on a signed contract,
18 which could have legal ramifications. Third, Plaintiff requested clarification concerning
19 what he could and could not do during the academic suspension as it related to the
20 University. Finally, Plaintiff asked what would happen to his benefits, including life
21 insurance, for the 50% medical leave that was previously approved.

22 24. On January 26, 2016, Plaintiff sent an email to Vice Provost Stanton
23 requesting a meeting to discuss a plan he proposed that would lead to his retirement. In
24 this email, Plaintiff informed the Vice Provost that the Chancellor's findings and discipline
25 had caused him great mental anguish and had exacerbated both his mental and physical
26 conditions. Plaintiff specifically requested that the meeting take place before February 1,
27 2016, which was the date his six-month suspension would otherwise go into effect.

1 Plaintiff also mentioned that he would prefer that no legal representative for the University
2 be present at the meeting.

3 25. On the same day, Vice Provost Stanton responded via email that she would
4 be happy to meet with Plaintiff to hear his proposal. Vice Provost Stanton requested that a
5 staff member other than campus counsel be present in case she needed assistance with any
6 policy questions.

7 26. On January 27, 2016, Plaintiff met with Vice Provost Stanton and Daniel Gray,
8 Director of Academic Employment and Labor Relations ("Gray"). At the meeting, Plaintiff
9 indicated he would like to retire in 18 months.

10 27. On January 28, 2016, Vice Provost Stanton informed Plaintiff that, after
11 consultation with the Chancellor, the University would agree to forgo the imposition of the
12 disciplinary sanction of suspension if Plaintiff would irrevocably resign from his tenured
13 faculty appointment effective June 30, 2016, agree to the denial of future emeritus status,
14 and agree to a reduction in salary in the amount of 50% of his 2013-14 salary for the period
15 from February 1 through June 30, 2016. Vice Provost Stanton emphasized that the terms of
16 the disciplinary action would remain in place until the parties had signed documents
17 reflecting a mutually agreed upon resolution.

18 28. On the same day, Plaintiff responded with a proposal that his tenure last for
19 12 months, with retirement on January 31, 2017. Plaintiff asked that the Chancellor take
20 into account his mental and physical health, as well as his added financial responsibilities
21 with the recent passing of his two brothers. Vice Provost Stanton responded via email on
22 the same day, stating that the Chancellor would only forego Plaintiff's disciplinary
23 suspension if he agreed to resign irrevocably by June 30, 2016. However, the University
24 was willing to offer Plaintiff the same terms as expressed earlier that day, except that he
25 would not be subject to a pay reduction between now and his resignation of June 30, 2016.

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1 29. On January 29, 2016, Plaintiff expressed his deep disappointment to Vice
2 Provost Stanton that the Chancellor would not even allow a part time call back for six
3 months. He further advised the Vice Provost that "It appears [the Chancellor] has boxed
4 me in and has succeeded in forcing me out. Please send the separation agreement to review
5 before I sign it."

6 30. On January 29, 2016, at 6:14 p.m., Campus Counsel, Sheila O'Rourke
7 ("O'Rourke"), sent an email to Plaintiff attaching a draft separation agreement to be
8 reviewed by Plaintiff and his counsel.

9 31. On January 30, 2016, before Plaintiff had had an opportunity to respond,
10 O'Rourke sent a second draft of the separation agreement via email, in which she stated
11 minor typographical errors were corrected. O'Rourke advised Plaintiff that the suspension
12 would go into effect on February 1, 2016 and would continue as scheduled until the parties
13 had a signed and final agreement. O'Rourke further indicated that if Plaintiff signed the
14 agreement within five business days, any effects of the suspension would be entirely
15 removed from Plaintiff's record and he would receive all pay due from that time period
16 when the agreement was final. Based on O'Rourke's email, Plaintiff understood that he
17 could only avoid all effects of the suspension if he signed the agreement within five
18 business days. This was demonstrably not very much time to make such a serious decision
19 regarding the remainder of his career.

20 32. On January 31, 2016, Plaintiff informed O'Rourke via email that he was still
21 awaiting a response from his legal counsel. In the meantime, Plaintiff indicated that he had
22 certain issues with the agreement. First, Plaintiff stated that he still believed, as he did
23 when he wrote to President Napolitano on November 5, 2014, that the matter should be
24 arbitrated at a higher level in the UC System. Plaintiff advised O'Rourke that because the
25 proposed separation agreement was between him and the University, it was now even
26 more important that there be involvement above Chancellor Katehi. Second, Plaintiff
27 objected to Paragraph 12 of the draft agreement, which banned him from seeking

1 employment at any other UC Campus. Plaintiff pointed out that he had an appointment at
2 Children's Hospital of Oakland Research Institute, and under the agreement as worded, he
3 would be forced to resign from that appointment. Third, Plaintiff questioned why he had
4 been advised that he only had five days to avoid academic suspension, when the
5 agreement stated that he had 21 days to consider signing the agreement. In his meeting
6 with Vice Provost Stanton and Gray, Plaintiff was told that once the agreement was signed,
7 the academic suspension would be reversed, without any five-day deadline. Plaintiff asked
8 O'Rourke why she was pressuring him when she was well aware that he was on 50%
9 medical leave and pointed out that when he met with Vice Provost Stanton and Gray, he
10 understood a negotiated settlement would be fair to both parties. Plaintiff informed
11 O'Rourke that as presently worded, the agreement was "not close to that goal."

12 33. On February 1, 2016, while the terms of the separation agreement were still
13 being negotiated, the University implemented Chancellor Katehis' discipline and the six-
14 month academic suspension went into effect against Plaintiff.

15 34. On February 1, 2016, O'Rourke sent an email to Plaintiff, thanking him for his
16 previous response, and indicating that she believed his concerns would be addressed to the
17 parties' mutual satisfaction. O'Rourke also indicated that since Plaintiff was now
18 represented by counsel, she would contact Plaintiff's counsel regarding the details.

19 35. Later the same day, in response to O'Rourke's email, Plaintiff advised
20 O'Rourke that he had not yet heard from his counsel. Plaintiff reiterated that he would not
21 agree to the clause in Paragraph 12 banning his employment at any UC campus, which
22 would negatively impact his appointment at Children's Hospital of Oakland. Additionally,
23 Plaintiff reaffirmed his desire to have a right to recall of six months at 46% effort from July
24 1, 2016 until December 31, 2016. Plaintiff explained that his rationale was that he had
25 initially requested 18 months, the Chancellor agreed to six months, and he believed that
26 twelve months was a very fair midpoint for relinquishing a tenured position that would
27 allow him to work beyond 65 years after the six-month suspension.

1 Plaintiff concluded by requesting that he be informed that week of the University's
2 intentions because he was in the process of preparing a Writ to Mandate to enforce his
3 rights.

4 36. On February 3, 2016, at 6:17 p.m., Gray sent an email to Plaintiff on behalf of
5 Vice Provost Stanton in response to Plaintiff's emails of January 31 and February 1 to
6 O'Rourke. Gray acknowledged that Plaintiff was still waiting for a response from his legal
7 counsel, that Plaintiff had issues with the proposed separation agreement but that Plaintiff
8 would prefer to continue negotiations directly. Gray advised Plaintiff that because it is not
9 the University's practice for Campus Counsel to negotiate directly with employees who are
10 represented by counsel, Gray would be communicating with Plaintiff on behalf of Vice
11 Provost Stanton. Gray welcomed Plaintiff to share any such communications with his
12 counsel.

13 37. Gray's February 3, 2016 email then addressed the three issues that Plaintiff
14 had raised on January 31, 2016. With respect to Plaintiff's third concern, regarding only
15 having five business days to consider the agreement for receiving full back pay, Gray
16 indicated that although Plaintiff had 21 days to consider signing the agreement, the
17 University's offer of back pay was only to ensure that Plaintiff had adequate time to obtain
18 review by his counsel. Gray advised that although the University felt that five business
19 days was adequate for that purpose, it was willing to provide ten business days as an
20 additional consideration to ensure that Plaintiff was able to receive legal counsel. Gray also
21 promised that at whatever time Plaintiff signed the agreement, the University would
22 provide Plaintiff with up to ten business days of back pay, but no more. Gray then warned
23 that until the date that the executed separation agreement became final, Plaintiff would
24 remain suspended without pay. Lastly, Gray advised that although Plaintiff had 21 days to
25 consider signing the agreement, the University was required to notify the Medical Board of
26 California ("MBC") of any suspension of employment if that suspension exceeded 14 days.
27 Gray informed Plaintiff that as a result, if Plaintiff did not sign the agreement reflecting the

1 terms they had discussed on or before February 14, the University would have to inform
2 the MBC, which might have consequences to Plaintiff even if he subsequently signed the
3 agreement.

4 38. On February 11, 2016, Plaintiff received via email a letter dated February 8,
5 2016, from Chair Howell. In this letter, Chair Howell notified Plaintiff that she intended to
6 change Plaintiff's faculty status to that of a member not in good standing due to the
7 determination that he engaged in faculty misconduct as outlined in the Chancellor's letter
8 of January 8, 2016.

9 39. On February 11, 2016, Plaintiff emailed Gray, informing him that he needed
10 more time to secure a position before signing the agreement. Plaintiff indicated that if he
11 secured a position before the expiration of the 21-day period, he would sign the agreement.
12 However, Plaintiff noted that he thought it was more realistic that he be allowed 60 days.
13 Plaintiff also protested that while the P and T Hearings Subcommittee recommended that
14 he maintain his emeritus status under any arrangement and recommended against a
15 suspension, Chancellor Katehi had completely disregarded these recommendations in
16 imposing discipline against him.

17 40. On February 12, 2016, Gray advised Plaintiff that the University would not
18 agree to any modification of the terms set forth in the proposed settlement and separation
19 agreement provided to Plaintiff on February 3, 2016. In other words, Plaintiff had 21 days
20 to consider whether to agree to the terms, and no more, until February 24, 2016.
21 Additionally, if Plaintiff wanted to avoid having his suspension reported to the MBC, he
22 would have to sign the agreement by February 14, 2016, two days later.

23 41. On or around February 19, 2016, the University submitted an "805 Report"
24 and Addendum to the MBC, advising it of Plaintiff's six-month suspension, effective
25 February 1, 2016.

26 42. On February 23, 2016, Plaintiff emailed Gray and asked whether there would
27 be any more room for negotiations beyond the deadline of February 24, 2016.

1 43. On February 24, 2016, the last day by which Plaintiff could sign the
2 agreement, Gray informed Plaintiff via email that the proposed separation agreement was
3 the Chancellor's final offer and that the University was not obligated to honor the terms of
4 the proposed separation agreement beyond that day. Notwithstanding this, Gray indicated
5 that if it would be helpful for Plaintiff to have another week or so to consider the proposal,
6 Plaintiff should let Gray know by the end of the day.

7 44. On February 24, 2016, Plaintiff signed the separation agreement and returned
8 it via email to Gray. In the body of his email, Plaintiff wrote in part, "I send you this signed
9 agreement with a heavy heart because I still cannot comprehend why such harsh and
10 Draconian sanctions were imposed on me."

11 45. On February 26, 2016, Gray sent Plaintiff an email with an attached
12 separation agreement, now containing signatures by the Dean and General Counsel. Gray
13 advised that the agreement would become effective seven days after Plaintiff's signature,
14 which would be March 2, 2016. Gray also indicated that for this reason, Plaintiff would not
15 receive any pay on March 1 for the month of February, but promised that the University
16 would work quickly to pay Plaintiff for the period of February 9 through February 29 as
17 soon as possible, after March 2, 2016. This was the first time Plaintiff was told his February
18 salary would not be paid on time.

19 46. In a response email on the same day, Plaintiff reminded Gray that based on
20 the language of the separation agreement, Plaintiff was expecting to receive full
21 compensation and benefits for the month of February. Plaintiff also complained about
22 O'Rourke's "quasi-coercive tactic" of imposing a five-day deadline to sign the settlement
23 agreement, which was never a part of the discussions Plaintiff had with Gray and Vice
24 Provost Stanton.

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1 Plaintiff also indicated he was concerned about the University's attempt to deny him
2 promised compensation because he had expenses such as a mortgage, car payments and
3 college tuition fees to take care of. Gray responded three days later, indicating that the
4 University would work quickly to pay him for the month of February as soon as possible
5 after the March 2nd effective date of the separation agreement.

6 47. On February 29, 2016, Plaintiff sent an email to the Director of Medical Staff
7 Administration, Leslie Towns Navarra ("Navarra"), acknowledging receipt of a copy of
8 Navarra's February 19, 2016 letter to the MBC with respect to the imposition of summary
9 suspension of employment. Plaintiff requested that the University issue a corrected
10 response to the MBC as soon as possible, because otherwise, he was misled to believe that
11 his suspension would be lifted after he signed the agreement. Plaintiff also mentioned that
12 he still had until the following day to withdraw the negotiated settlement, if this is how the
13 University continued to proceed. Later that same day, Navarra responded and indicated
14 she was aware of the negotiated settlement. Navarra told Plaintiff that a supplemental 805
15 report reflecting the new information would be filed shortly with the MBC, and that he
16 would receive a copy as soon as it was prepared.

17 48. On March 1, 2016, Plaintiff sent an email to Gray, in which he wrote, "Since
18 you are not answering my question about my February salary I plan to reverse my decision
19 with respect to the agreement. I need to get a signed letter stating that by 5:00pm [t]oday."
20 Gray responded within a couple of hours, confirming that the University would pay
21 Plaintiff for the entire month of February, so long as he did not revoke the agreement.

22 49. On March 3, 2016, Plaintiff sent a subsequent email to Gray, in which he
23 again expressed his intention to revoke his agreement with the University. In his email,
24 Plaintiff stated he was "troubled that [he] was held to such a high standard of ethics and
25 conduct whilst recent events concerning UC leadership, which refused to engage in a fair
26 negotiated settlement, is very disturbing and leaves a chilling effect on me." Plaintiff also
27 thanked Gray for "affording me with the extra time in this previous email to seriously

1 consider my decision." Plaintiff was referring to Gray's February 24, 2016 email in which
2 he offered to give Plaintiff another week or so to consider this proposal.

3 50. In a reply email, Gray informed Plaintiff that the deadline for him to revoke
4 according to the terms of the agreement was seven days after Plaintiff signed the
5 agreement, or close of business on March 2. Gray also advised that Plaintiff's paycheck for
6 the month of February was being generated and would be available for him to pick up the
7 following week. Additionally, Gray stated that the University would be sending a
8 Supplemental 805 Report informing the MBC that Plaintiff's suspension was terminated
9 and that Plaintiff returned to active status as of February 25th. In response, Plaintiff
10 reminded Gray that he had offered Plaintiff a few weeks if needed. Plaintiff indicated he
11 had signed the agreement with the understanding that this was an amicable relationship
12 and there was thus room for him to grapple with the exceedingly difficult but reversible
13 decision. Plaintiff also pointed out that the University had not kept to its side of the
14 agreement, in that it delayed payment of his February 2016 salary, and reiterated that the
15 matter needed to be arbitrated by the President's office. Plaintiff also again reminded Gray
16 that he was on a 50% medical leave and only working alternative weeks until May 1st.
17 Plaintiff concluded his email by stating, "All this frustration and stress continues to
18 exacerbate both my mental and physical health conditions which UC Leadership has total
19 disregard for[.]"

20 51. Later that evening, March 3, 2016, Plaintiff learned that Chancellor Katehi had
21 received \$420,000 as a Board Member of John Wiley & Sons for her service from 2012 to
22 2014. Plaintiff was shocked by this information. This critical information was never
23 disclosed by the University at any time during the proceedings in Plaintiff's matter, nor did
24 Chancellor Katehi reveal this conflict of interest with respect to her imposition of discipline
25 on Plaintiff.

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1 52. On March 3, 2016, at 11:51 p.m., Plaintiff sent an email with various
2 documents attached to Vice-Provost Stanton and the UCOP Vice Provost for Academic
3 Personnel and Programs, Susan Carlson, advising them that he had just learned of the
4 Chancellor's conflict of interest regarding Wiley & Sons. Plaintiff asked why the Chancellor
5 had not recused herself from involvement in Plaintiff's sanctions, since her service to John
6 Wiley & Sons as a paid advisor created a blatant conflict of interest. Plaintiff, now more
7 than ever, his disciplinary dispute needed to be reviewed and handled by President
8 Napolitano's office. Plaintiff reiterated the University's finding that he did not commit
9 research misconduct, yet Chancellor Katehi imposed her wrath on him by forcing his exit
10 from UCD. Plaintiff forwarded this email and attached documents directly to President
11 Napolitano on March 4, 2016.

12 53. On March 4, 2016, Plaintiff received an email from Gray, who stated that the
13 University would not agree to set aside the separation agreement. Plaintiff responded on
14 the same day, and reminded Gray that Plaintiff sent an email conveying his plans to revoke
15 the agreement as a result of the University's vacillation regarding his salary for February.
16 Plaintiff also pointed out that he was misled by Gray's statement that he would allow
17 Plaintiff a few weeks additional time to consider. Plaintiff stated that after he saw that
18 email from Gray, Plaintiff signed, believing that it was an amicable and flexible
19 arrangement that could be reversed.

20 54. On March 7, 2016, Gray advised Plaintiff via email that he had a right to file a
21 grievance pursuant to the Academic Senate Bylaw 335 with the Davis Division Academic
22 Senate Privilege and Tenure Investigations Subcommittee ("P and T Investigations
23 Subcommittee"). Gray also advised that Plaintiff's paycheck would be available the
24 following afternoon at the University Services Building in Davis. Gray stated that because
25 the Separation Agreement was executed after the payroll deadline, the University was
26 unable to process an electronic payment for the month of February.

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1 55. On March 8, 2016, Plaintiff emailed Gray, pointing out that he had always
2 been paid by electronic deposit, for the past 13-plus-years. Additionally, Plaintiff reminded
3 Gray that he should have received 50% salary on March 3rd since he was on 50% medical
4 leave. Plaintiff concluded by stating that, "UC [has] now violated my FMLA."

5 56. On March 15, 2016, Plaintiff forwarded to Rachael Nava, UC's system-wide
6 Locally Designated Officer ("LDO") for receiving compliance complaints, his March 4, 2016
7 email to President Napolitano, in which he had complained about Chancellor Katehi's
8 conflict of interest.

9 57. On March 18, 2016, Plaintiff emailed Navarra to follow up regarding the
10 supplemental 805 report that should already have been sent to the MBC. Plaintiff noted
11 that the delay in doing so was further evidence that the University was renegeing on the
12 signed contract. Plaintiff also advised Navarra that due to other violations by the
13 University, Plaintiff had informed Vice Provost Stanton that the negotiated settlement he
14 initiated with her was now null and void.

15 58. On the afternoon of March 18, 2016, Vice Provost Stanton sent an email to
16 Plaintiff advising him that the negotiation regarding his disciplinary action had concluded,
17 and that there was a valid signed separation agreement stating that, as of the effective date
18 of the agreement, Plaintiff had irrevocably resigned from his University appointment
19 effective June 30, 2016. Vice Provost Stanton further stated that in exchange for Plaintiff's
20 resignation, the University had lifted the disciplinary suspension that began on February 1,
21 2016, had returned him to service in his faculty appointment and had restored him to full
22 salary retroactive to February 1. In response, Plaintiff told Vice Provost Stanton he had
23 been coerced and misled by the University, and that the University had not kept to its side
24 of the agreement, having engaged in multiple violations. Plaintiff also pointed out that Vice
25 Provost Stanton had entered into the negotiations with a bias that she did not declare.
26 Accordingly, Plaintiff indicated that this was "far from over."

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1 59. On March 21, 2016, Vice Provost Stanton replied by simply advising Plaintiff
2 of his right to file a grievance pursuant to the Academic Senate Bylaw 335 with the P and T
3 Investigations Subcommittee. Plaintiff replied on the same day, stating that he was deeply
4 disappointed that she failed to see the numerous violations by the University of a
5 negotiated contract that the University had initiated. Plaintiff continued that the most
6 recent example was the cavalier approach by the School of Medicine concerning the
7 restoration of his reputation with the MBC. Not even an hour later, Plaintiff sent a
8 subsequent email to Vice Provost Stanton, in which he made it clear that, “[g]iven the
9 severity of this matter, until my complaint has been ruled on by Academic Senate I
10 consider any agreement null and void[.]”

11 60. On March 21, 2016, Plaintiff also sent an email to the P and T Investigations
12 Subcommittee Chair, Nancy Lane, setting forth all of the violations by the University that
13 Vice Provost Stanton had ignored. First, Plaintiff advised that he was not paid his February
14 salary by the imposed due date of March 2, 2016. Second, Plaintiff to date had still not been
15 refunded his check for life and disability coverage for the month of March. Third, when
16 Plaintiff met with Vice Provost Stanton to engage in negotiations, Vice Provost Stanton
17 failed to advise him that she had agreed to testify against Plaintiff at the P and T Hearing,
18 which would have put Plaintiff on notice of a major conflict of interest. Fourth, Gray led
19 Plaintiff to believe that they were engaged in amicable negotiations and that Gray granted
20 Plaintiff a few weeks extra time to consider the agreement, and that in reliance on Gray’s
21 “reassuring email,” Plaintiff had signed the contract. Fifth, the School of Medicine was
22 quick to report Plaintiff’s academic suspension to the MBC, but extremely slow to notify
23 the MBC it reversed the decision, and well beyond the deadline of March 2, 2016. Lastly,
24 Vice Provost Stanton failed to address Plaintiff’s major concern regarding Chancellor
25 Katehi’s conflict of interest as a paid board member of John Wiley & Sons, the publishing
26 company for the journal involved in the dispute underlying Plaintiff’s discipline. Plaintiff
27 pointed out that “The Retraction was published in a Wiley and Sons journal at a time the

1 Chancellor was being paid handsomely as an Advisor, and that the person who was found
2 guilty of the Plagiarism had left UC Davis. The Chancellor was embarrassed by this
3 retraction and scapegoated me with Draconian Sanctions.”

4 61. On March 28, 2016, Plaintiff sent an email to Chancellor Katehi requesting a
5 meeting to discuss the disciplinary sanctions imposed upon him. The following day, Gray
6 responded via email on behalf of Chancellor Katehi, in which Gray told Plaintiff that
7 Chancellor Katehi had no intention of setting aside or renegotiating the separation
8 agreement.

9 62. Later that same day, Plaintiff advised Mr. Gray of another violation by the
10 University, namely, that his retirement benefits had been frozen through February 2016,
11 consistent with the academic suspension. Plaintiff then sent a subsequent email informing
12 Gray that he would not get any credit for the month of March towards his pension, which
13 was not at all consistent with the terms of the separation agreement. In a separate email on
14 the same day, Plaintiff also complained to Gray that the situation constituted a “gross
15 violation and abuse of power.” Plaintiff reiterated that the contract was void and that Vice
16 Provost Stanton ignored the conflict of interest of the Chancellor with John Wiley & Sons
17 concerning the retraction, thereby demonstrating her bias and prejudice.

18 63. On March 30, 2016, Plaintiff received an email from Gray, in which Gray
19 apologized for the “confusion” regarding Plaintiff’s retirement accruals for March. Gray
20 advised Plaintiff that the error was being corrected in Benefits, and Plaintiff would be
21 receiving all appropriate accrual for the remainder of his appointment. Plaintiff replied to
22 Gray’s email, stating that “[o]ver the last several weeks, I have catalogued various
23 violations by UC Davis concerning this agreement,” and advising Gray that he sent a list of
24 these violations to the P and T Investigations Subcommittee Chair Lane. Plaintiff pointed
25 out that “UC Davis holds my feet to the fire but without regard to the contract has a
26 cavalier approach in reversing the punishments and sanctions imposed on me.”

27 ///

1 In conclusion, Plaintiff advised Mr. Gray that until the P and T Investigations
2 Subcommittee completed their work, he would not abide by the agreement.

3 64. On April 1, 2016, the Director of Investigations, University of California
4 Office of the President, Will Mallari, Esq. informed Plaintiff that he had received Plaintiff's
5 complaint concerning Chancellor Katehi's conflict of interest, as forwarded by Nava on
6 March 14, 2016 and that he hoped to convene an Investigation Workgroup to further assess
7 Plaintiff's complaint pursuant to the UC Whistleblower Policy. As of the date of this
8 complaint, the investigation was still pending.

9 65. On April 3, 2016, Vice Provost Stanton replied to Plaintiff's email and advised
10 Plaintiff of his right to file a grievance with P and T Investigations Subcommittee. Vice
11 Provost Stanton added that the University does consider the separation agreement he
12 signed on February 24, 2016 to be valid. On the same date and in his response to Vice
13 Provost Stanton's email, Plaintiff indicated that until the matter has been ruled upon by the
14 P and T Investigations Subcommittee, he would not adhere to the agreement because he
15 was misled and coerced by the University. Plaintiff concluded by asking that Vice Provost
16 Stanton "[p]lease keep in mind that I am unwell and although I met with you against the
17 advice of legal counsel and conceded a tenured position you and Mr. Gray have not been
18 fair in the negotiations." In an email to Gray on April 4, 2016, Plaintiff pointed out again
19 that the Chancellor had a conflict of interest when she sanctioned him. In a separate email,
20 Plaintiff further stated, "Also, at no stage you or V-P Stanton or the Chancellor consider
21 this was an emotionally charged decision and was a lapse of judgment given my mental
22 state including my PTSD and Depression stemming from my traumatic childhood in South
23 Africa and this stress...Also from O'Rourke's first 5 day coercion to sign, you have put
24 relentless pressure on me such that I take insulin and 5 oral medications for my diabetes
25 now." In conclusion, Plaintiff wrote, I hope at some point UC leadership will come to its
26 senses [and] realize how the Chancellor['s] punitive sanctions have scarred me mentally
27 and physically."

FIRST CAUSE OF ACTION

**Rescission and Restitution Due to Duress,
Fraud and Undue Influence, under Civil Code §§ 1688 et seq.**

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3 66. Plaintiff incorporates the allegations contained in paragraphs 1 through 65,
4 as though fully set forth herein.

5 67. As alleged in this Complaint, Plaintiff's consent to the separation agreement
6 was obtained through duress, fraud, and undue influence that was exercised by Defendant.

7 68. On or about February 24, 2016, Plaintiff and Defendant entered into a written
8 separation agreement whereby Plaintiff agreed to irrevocably resign by June 30, 2016, and
9 relinquish his future emeritus status, and Defendant agreed to forego the imposition of an
10 unpaid six-month disciplinary suspension, and one-year of reduced salary (by 50% of
11 Plaintiff's 2013-14 salary) to begin upon Plaintiff's returning from suspension. (A true and
12 correct copy of the separation agreement is attached as **Exhibit A** and incorporated by
13 reference.)

14 69. The terms of the separation agreement were negotiated and discussed with
15 Plaintiff while Defendant was well aware that Plaintiff was not receiving legal advice from
16 counsel. Defendants also proceeded to "negotiate" with Plaintiff while Plaintiff was on a
17 50% medical leave. As alleged above, Plaintiff stated on more than one occasion, that the
18 distress of the academic suspension was negatively impacting his physical and mental
19 well-being.

20 70. Even under the questionable circumstances surrounding Plaintiff's lack of
21 counsel and weak emotional and physical state, Defendant insisted on rushing Plaintiff
22 into making an extremely serious and permanent decision regarding his career and
23 reputation.

24 71. Additionally, there was absolutely no need for Defendant to enforce the
25 suspension as soon as February, 2016. Alternatively, Defendant could have delayed
26 implementation of the suspension, thereby providing Plaintiff with an appropriate amount
27 of time to consider his options and effectively negotiate.

1 72. Furthermore, even after the contract was signed, and it became clear that
2 Plaintiff had been unaware what he had gotten himself into, the Defendant refused to
3 acknowledge any irregularities surrounding the negotiation.

4 73. Not only was Plaintiff mentally distraught throughout the entire negotiation
5 process, but he had no real bargaining power in coming to an agreement with Defendant.
6 Defendant essentially presented Plaintiff with a "take it or leave it" scenario, and even
7 though Plaintiff was not in the frame of mind where he could act in his own best interests,
8 he succumbed the pressure of his impending suspension.

9 74. At the time of signing the separation agreement on February 24, 2016,
10 Plaintiff was unaware that Chancellor Katehi had served as a board member for John Wiley
11 & Sons, the publishing company of the journal, "*Nutrition Reviews*," which published then
12 retracted the article due to Dr. Singh's plagiarism. Based on Defendant's failure to disclose
13 such material information, Plaintiff mistakenly believed that there was no other basis upon
14 which to challenge Chancellor Katehi's disciplinary sanctions against him. Had Plaintiff
15 known of Chancellor Katehi's conflict of interest while imposing sanctions upon him, he
16 would not have signed the agreement or tendered his resignation.

17 75. At the time it sanctioned Plaintiff, Defendant had a duty to inform Plaintiff of
18 the true nature of Katehi's status as a paid board member for John Wiley & Sons.

19 76. Defendant's concealment of the truth regarding Chancellor Katehi's conflict
20 of interest was a substantial factor in causing Plaintiff's harm. Had Plaintiff known of
21 Chancellor Katehi's involvement with John Wiley & Sons, Plaintiff would not have entered
22 into the separation agreement with Defendant.

23 77. Plaintiff did not know until March 3, 2016 that Chancellor Katehi had a
24 serious conflict of interest with respect to the imposition of Plaintiff's discipline.

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1 78. The aforementioned conduct of Defendant was an intentional
2 misrepresentation, deceit, or concealment of a material fact known to Defendant, with the
3 intention on the part of Defendant of thereby depriving Plaintiff of property or legal rights
4 or otherwise causing injury.

5 79. Because of Plaintiff's reliance upon the conduct of Defendant, Plaintiff has
6 been damaged in an amount according to proof at trial.

7 80. Plaintiff is entitled to rescind the separation agreement and will suffer
8 substantial harm and injury if it is not rescinded in that, as a result of Defendant's conduct,
9 Plaintiff has been deprived of his rights as a tenured professor at UC Davis, including his
10 rights to compensation and benefits beyond June 30, 2016.

11 81. Plaintiff intends service of the Summons and Complaint in this action to serve
12 as notice of the rescission of his separation agreement, and hereby offers to restore all
13 consideration offered by the University, on the condition that Plaintiff be restored the
14 consideration furnished by him, specifically, Plaintiff's resignation, effective June 30, 2016,
15 and relinquishment of future emeritus status.

16 **SECOND CAUSE OF ACTION**
17 **Damages for Breach of Contract**

18 82. Plaintiff incorporates the allegations contained in paragraphs 1 through 81, as
19 though fully set forth herein.

20 83. On or about February 24, 2016, Plaintiff and Defendant entered into a written
21 separation agreement whereby Plaintiff agreed to irrevocably resign by June 30, 2016, and
22 relinquish his future emeritus status, and Defendant agreed to forego the imposition of an
23 unpaid six-month disciplinary suspension, and one-year of reduced salary (by 50% of
24 Plaintiff's 2013-14 salary) to begin upon Plaintiff's returning from suspension.

25 84. Paragraph 20 of the separation agreement provides as follows: "Cooperation.
26 The parties agree to do all things necessary and to execute all further documents necessary
27 and appropriate to carry out and effectuate the terms and purposes of this Agreement."

1 85. According to the separation agreement, Defendant had a duty to fully
2 cooperate in effectuating the terms and purposes of the Agreement.

3 86. Plaintiff alleges that Defendant breached its duty to do all things necessary to
4 carry out and effectuate the terms of the agreement by: (1) quickly reporting Plaintiff's
5 suspension to the MBC, and then causing unnecessary delay in notifying the MBC of the
6 reversal of Plaintiff's suspension; (2) failing to pay Plaintiff his February salary in a timely
7 manner; (3) freezing his retirement benefits through February 2016; (3) failing to refund
8 Plaintiff for life and disability coverage for the month of March; (4) leading Plaintiff to
9 believe that he would have extra days to consider whether or not to revoke the agreement
10 once it was signed; and (5) failing to address Plaintiff's major concern regarding Chancellor
11 Katehi's conflict of interest as a paid board member of John Wiley & Sons, the same
12 publishing company for his journal article that was published then retracted.

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1 87. As a result of the Defendant's breaches, Plaintiff has suffered harm to his
2 reputation and has incurred monetary damages and other expenses, in an amount to be
3 proven at trial.

4
5 WHEREFORE, Plaintiff prays for relief as follows:

- 6 1. For general damages according to proof;
 - 7 2. For special damages according to proof;
 - 8 3. For a declaration that the Separation Agreement signed by Plaintiff on
9 February 24, 2016 has been rescinded;
 - 10 4. For restitution of consideration; according to proof;
 - 11 5. For attorney's fees as provided by law;
 - 12 6. For costs of suit incurred herein;
 - 13 7. For prejudgment interest; and
 - 14 8. For such other and further relief as the Court may deem just and proper.
- 15

16 ISHWARLAL JIALAL, M.D., Ph.D.

17
18 Date:

19 By:


20 ISHWARLAL JIALAL, M.D., Ph.D.
21 Plaintiff In Pro Per

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EXHIBIT A

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 Katehi 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 Employcc and Labor Relations (dgray@ucdavis.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. JALAL 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.

||

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

Dated: 3-24, 2016

By:


DR. JALAL

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