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3 U.S. EQUAL EMPLOYMENT  
4 OPPORTUNITY COMMISSION  
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6 Los Angeles, CA 90012  
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9 Attorneys for Plaintiff,  
10 U.S. EQUAL EMPLOYMENT  
11 OPPORTUNITY COMMISSION

**FILED**  
AUG 21 2002  
**ORIGINAL**  
CLERK, U.S. DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION AT SANTA ANA  
BY *89* DEPUTY

12 **UNITED STATES DISTRICT COURT**  
13 **CENTRAL DISTRICT OF CALIFORNIA**

14 U.S. EQUAL EMPLOYMENT  
15 OPPORTUNITY COMMISSION,

16 Plaintiff,

17 vs.

18 THE REGENTS OF THE  
19 UNIVERSITY OF CALIFORNIA; and  
20 DOES 1-10

21 Defendants.

22 CASE NO. SACV 01-905 GLT (ANx)

23 **STIPULATION OF DISMISSAL**  
24 **AND [~~PROPOSED~~] ORDER**

25 Priority  ~~\_\_\_~~  
26 Send  ~~\_\_\_~~  
27 Enter  ~~\_\_\_~~  
28 Closed  ~~\_\_\_~~  
JS-5/JS-6  ~~\_\_\_~~  
JS-2/JS-3  ~~\_\_\_~~  
Scan Only  ~~\_\_\_~~

29 IT IS HEREBY STIPULATED by and between Plaintiff U.S. Equal Employment  
30 Opportunity Commission, and Defendant Regents of the University of California, the  
31 only parties who have appeared in this action, through their respective counsel, that the  
32 above-captioned action is hereby dismissed pursuant to Rule 41(a)(1)(ii) of the Federal  
33 Rules of Civil Procedure.

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**LODGED**  
AUG 20 2002  
CLERK, U.S. DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION AT SANTA ANA  
DEPUTY

ENTER ON ICMS  
AUG 22 2002  
*A*

Docketed  
 Copies / NTC Sent  
 JS - 5 / JS - 6  
 JS - 2 / JS - 3  
 CLSD

14

1 The parties also stipulate that the Court shall retain jurisdiction to enforce the  
2 terms set forth in Paragraphs 1 through 4 of the Settlement Agreement which is attached  
3 hereto as Exhibit "1". Each party shall bear its own costs and attorneys fees.

4 Dated: 8/15, 2002

ANNA Y. PARK  
PETER F. LAURA  
U.S. EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION

7 By: 

Anna Y. Park

8 Attorneys for Plaintiff  
9 U.S. EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION

10 Dated: 8/5, 2002

RICHARD A. PAUL  
CONNIE S. LUNDGREN  
PAUL, PLEVIN & SULLIVAN

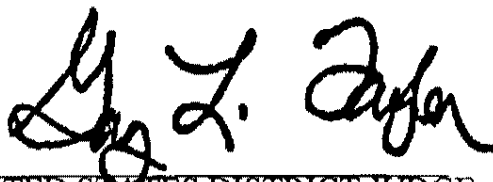
13 By: 

Connie S. Lundgren

14 Attorneys for Defendant  
15 THE REGENTS OF THE UNIVERSITY  
16 OF CALIFORNIA

17 IT IS SO ORDERED:

18 DATED: August 21, 2002



19 UNITED STATES DISTRICT JUDGE

20 GARY L. TAYLOR

## SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (Agreement) is entered into between Plaintiff the U.S. Equal Employment Opportunity Commission (EEOC) and Defendant the Regents of the University of California (REGENTS) as final resolution of the matter *EEOC v. Regents*, Federal District Court Case No. SACV 01-905 GMT (ANx). The Agreement is entered between the EEOC and the Regents with respect to the following facts:

- A. On or about September 27, 2001, the EEOC filed a complaint against the REGENTS in Federal District Court, Central District, seeking to enforce the Equal Pay Act of 1963 (the EPA) and obtain monetary compensation and other relief on behalf of Rene Nakasone (the "Charging Party") and other similarly situated female instructors, identified during initial discovery as Kata Hata, Shoko Takada, Patricia Waterman, Irimi Vallera-Rickerson, and Amy Lieurance ("Claimants"), for alleged violations of the EPA based on compensation paid to instructors teaching for the University of California, Irvine Extension program (UCI Extension).
- B. The REGENTS asserts it did not violate the EPA in the compensation it paid to the individual part-time instructors who were hired on a course-by-course basis to teach courses for UCI Extension in its corporate programs, and any differences in compensation paid to individual part-time instructors were due to legitimate business and academic factors and not based on the sex of the instructor, or any other unlawful classification.
- C. The EEOC conducted an administrative investigation prior to filing the complaint, and discovery in this matter has commenced.
- D. In order to avoid the substantial expense of further litigation, the parties desire to settle all claims asserted in, as well as all issues that were raised or could have been raised in the Action, as well as any claims or potential claims arising from any transactions or occurrences between the EEOC and the REGENTS to date, on the terms set forth in this Agreement.

THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Per Student Fee Policy. The REGENTS will create a uniform policy regarding the payment of per student fees (also referred to as per student bonuses) to individual part-time instructors hired by UCI Extension to teach computer information technology and computer design courses offered through its Corporate Training Program ("Corporate Program"). The purpose of this policy is to ensure that the criteria used by program managers in negotiating and

approving the payment of per student fees is applied equally and without regard to the sex of the individual instructor. This policy shall be implemented within 60 days of the execution of this Agreement.

2. Training. The REGENTS will conduct an internal training for all of its UCI Extension program managers responsible for hiring instructors to teach computer information technology or computer design courses in Corporate Programs. This training will focus on the requirements imposed by the EPA, including its anti-retaliation provisions, and the adoption and implementation of the per student fee policy created in accordance with paragraph 1. This training shall be at least two hours and shall be completed within 90 days of the execution of this Agreement.
3. Monitoring & Reporting. The Office of Equal Opportunity and Diversity ("OEOD") at UCI is a neutral office charged with facilitating and responding to the University's compliance with federal and state laws and the University's policies and procedures. The OEOD is also responsible for investigating complaints and allegations relating to discrimination and equal opportunity laws. To assist in the enforcement of the terms of this Agreement:
  - a. The OEOD will provide guidance to University Extension in the adoption of the per student fee policy referred to in paragraph 1 and assist in the training set forth in paragraph 2;
  - b. The OEOD will provide a report to the EEOC concerning the REGENTS' compliance with paragraphs 1, 2 and 3 of this Agreement within 120 days after this Agreement is executed. Thereafter, the OEOD will provide a report to the EEOC annually for the next two years concerning the REGENTS' compliance with paragraph 3 of this Agreement;
  - c. The OEOD will monitor the implementation of the per student fee policy for at least two years following its adoption by reviewing the compensation paid to individual employees hired to teach computer information technology and computer design courses in Corporate Programs and investigating any deviations from the policy in the payment of per student fees. In accordance with its responsibilities for facilitating compliance with the EPA, the OEOD may elect to continue monitoring the implementation of the per student fee policy beyond this period as necessary; and
  - d. The OEOD will review and investigate all discrimination complaints it receives concerning the payment of per student fees to individuals

contracted to teach computer information technology and computer design courses in the Corporate Program in accordance with all applicable OEOD procedures.

4. Individual Releases and Payments By The Regents. As part of the resolution of this Action brought by the EEOC, in part, on behalf of the Charging Party and the Claimants, the Regents agrees to pay a total of \$40,000 to the Charging Party (her counsel) and the Claimants. The amount to be paid to each individual is set forth in the individual Settlement and Release Agreements attached hereto and incorporated herein as Exhibits A through E. The Regents will provide the EEOC copies of the drafts sent to the Charging Party's counsel and the Claimants.
5. Dismissal of the Action. The EEOC agrees to take all necessary steps to dismiss the Action, with prejudice, as soon as possible after the execution of this Agreement, including, but not limited to, executing and filing a Request for Dismissal of the Action With Prejudice, with the Federal District Court.
6. Attorneys' Fees and Costs. The EEOC and the REGENTS agree to bear their own attorneys' fees and expenses incurred in connection with the Action.
7. 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 denies liability in the Action and intends merely to avoid further litigation and expense by entering into this Agreement. 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.
8. No Retaliation. The REGENTS will not engage in any conduct made unlawful by the non-retaliation provisions of the EPA or Title VII against the Charging Party or any Claimant for participating in this Action or implementing the terms of this Agreement.
9. Jurisdiction. The REGENTS agrees that the EEOC may seek summary relief from the federal district court to enforce compliance with the terms set forth in paragraphs 1 through 4 of this agreement. However, prior to filing such action the EEOC agrees to provide 30-days written notice to the OEOD at UCI in advance to provide the parties an opportunity to resolve any dispute prior to seeking relief from the court.

10. 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.
11. Modifications. This Agreement may be amended only by a written instrument executed by all parties hereto.
12. 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 the EEOC has participated in the negotiation of its terms. Accordingly, 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.
13. Entire Agreement. The parties to this Agreement declare and represent that that this Agreement contains the entire expression of agreement between the parties on the subjects addressed herein.
14. Counterparts. This Agreement may be executed in counterparts. The execution of a signature page of this Agreement shall constitute the execution of the Agreement, shall be binding on each party upon that party's signing of such a counterpart.

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

Dated: 7/30/02

By: 

THE U.S. EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION

Dated: 8/2/02

By:   
ERIC K. BEHRENS

THE REGENTS OF THE UNIVERSITY OF  
CALIFORNIA



EXHIBIT A

SETTLEMENT AGREEMENT AND RELEASE

This Settlement and Release Agreement (Agreement) is entered into between Plaintiff Rene Nakasone ("Nakasone") and Defendants the Regents of the University of California, Mario Vidalon, and Molly Schneider (collectively the "Regents") with respect to the following:

- A. On or about October 23, 2000, Nakasone filed a complaint against the Regents in the Orange County Superior Court, Case No. 00CC12698 ("the Action"), concerning her employment with the University of California, Irvine Extension program ("UCI Extension"). Nakasone alleges sex, race, and national origin discrimination and retaliation/aiding and abetting in violation of the Fair Employment Housing Act. Nakasone asserts she was treated unfairly in the compensation she received and in the number of courses she was hired to teach, and alleges she was terminated from the UCI Extension. The Regents denies discriminating or retaliating against Nakasone and asserts she was one of the highest compensated part-time instructors teaching computer web design courses in its Corporate Programs. The Regents further contends Nakasone was not terminated and was hired on a course-by-course basis, and generally denies the remaining allegations in the Action.
- B. On April 16, 2002, the court executed an order granting the Regents' motions for summary judgment, and judgment was entered in favor of the Regents and against Nakasone on May 3, 2002.
- C. Nakasone is also the Charging Party in the matter *EEOC v. Regents*, Federal District Court Case No. SACV 01-905 GMT (ANx), an action filed by the Equal Employment Opportunity Commission ("Federal Action").
- D. To avoid the substantial expense involved in an appeal of the judgment entered in the Action and further potential litigation of the Action, as well as the cost and expenses involved in litigating the Federal Action, the parties desire to settle all claims asserted in, as well as all issues that were raised or could have been raised in the Action or Federal Action, as well as any claims or potential claims arising from any transactions or occurrences between Nakasone and the Regents to date, on the terms set forth in this Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

1. Payments by the Regents. In exchange for the promises and warranties of Nakasone as set forth below, the Regents shall pay the total sum of \$30,000 (thirty thousand dollars) paid payable to Nakasone and Audrey Ripley, her counsel of record. This payment shall be made by delivering a check to Nakasone's counsel within 14 days from the final approval of the settlement by the Regents; provided, however, no payments will be delivered until the expiration of the revocation period provided for in paragraph 13.
2. Regents Release of All Claims. The Regents, Mario Vidalon, and Molly Schneider unconditionally, irrevocably and absolutely release and discharge Nakasone, as well as her

EXHIBIT A

successors, assigns and heirs, and attorneys, from all claims for attorneys fees, costs, and other expenses incurred as a result of defending the Action and Federal Action, and all claims related in any way to the transactions or occurrences between them to date relating to Nakasone's employment with UCI, to the fullest extent permitted by law. This release is intended to be interpreted as broadly as possible, to apply to all transactions and occurrences, including but not limited to, any and all claims related to transactions or occurrences between them, as well as 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, including, without limitation, any claim based in tort, contract, common law, the state or federal Constitution, state or federal statutes.

3. Nakasone Release of All Claims. Nakasone unconditionally, irrevocably and absolutely releases and discharges the Regents, as well as any other present or former employees, officers, agents, attorneys, successors and assigns of the Regents, including but not limited to Mario Vidalon and Molly Schneider, (collectively, "Released Parties"), from all claims related in any way to the transactions or occurrences between them to date relating to Nakasone's employment with UCI, to the fullest extent permitted by law. This release is intended to be interpreted as broadly as possible, to apply to all transactions and occurrences between Nakasone and any Released Party, including but not limited to, any and all claims related to transactions or occurrences concerning Nakasone's employment with UCI, as well as 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 (collectively, "Released Claims"). 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, Title VII of the Civil Rights Act of 1964, the Equal Pay Act of 1963, codified by the Fair Labor Standards Act of 1938 (29 U.S.C. §§ 206 and 215), and the Age Discrimination in Employment Act of 1974), all claims for attorneys' fees, costs and expenses, as well as all grievances, claims and/or appeals under the Regents' or UCI's internal administrative review procedures.

4. 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 they 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.

5. 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 OF OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.



EXHIBIT A

The parties acknowledge that they have read all of this Agreement, including the above Civil Code section, and that she fully understands both the Agreement and the Civil Code section. The parties waive any benefits and rights granted to her pursuant to Civil Code section 1542.

6. Dismissal of the Action and All EEOC Claims. Nakasone agrees to waive her right to appeal the judgment and summary judgment order in the Action, and agrees to withdraw all charges of discrimination, retaliation, and violation of the Equal Pay Act in the Federal Action filed with the Equal Employment Opportunity Commission after this Agreement becomes effective.
7. Employment Inquiries. Unless otherwise required by law, the information provided by UCI Extension administration in response to an employment inquiry or reference check concerning Nakasone will be limited to the dates of employment and Nakasone's position and job duties.
8. Future Application. Nakasone agrees she will not apply for or accept a position with UCI in the future and agrees that UCI may reject any application submitted by her or on her behalf.
9. Promise Not to Prosecute. Nakasone agrees, to the fullest extent permitted by law, that she will not prosecute in any administrative agency or court, whether state or federal, any Released Claim as set forth in paragraph 2. 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.
10. Participation in Claims Against the Regents. Nakasone agrees, to the fullest extent permitted by law, that she will not voluntarily participate in any litigation, grievance or administrative claim against the Regents in any way connected with a Released Claim as set forth in paragraph 2, nor will she accept any award or remedy as a result of any litigation, grievance or administrative claims in any way connected with a Released Claim as set forth in paragraph 2. Nothing in this paragraph is intended to preclude Nakasone from disclosing information in response to a subpoena duly issued by a court of law or a government agency having jurisdiction or power to compel such disclosure or from giving full, truthful and cooperative answers in response to questions asked by governmental authorities.
11. Nondisparagement. Nakasone, Vidalon, and Schneider agree not to make any public or private negative, derogatory or disparaging statements, publications or comments regarding the Regents or any other party to this Agreement concerning UCI, Nakasone, or Nakasone's previous employment with UCI Extension that is designed or intended to impugn the reputation or standing of the Regents or other party. This specifically includes, but is not limited to, statements, publications or comments made to or addressed to UCI Extension employees, clients, and students.
12. No Prior Assignments or Liens. Nakasone represents and warrants that she has not assigned to any other person or entity any Released Claim. Nakasone 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. Nakasone 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.
13. 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

EXHIBIT A

denies liability in the Action and intends merely to avoid further litigation and expense by entering into this Agreement. 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.

14. 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.

15. Older Workers' Benefits Protection Act. It is the intention of the parties that the releases contained in this Agreement apply to all claims of any kind against the Regents. In order to comply with the Older Workers' Benefits Protection Act (29 U.S.C. § 626(f)) and effectuate the release by Nakasone of any potential claims under the federal Age Discrimination in Employment Act, Nakasone agrees as follows: (i) she has carefully reviewed the foregoing Agreement, and understands the terms and conditions it contains; (ii) by entering into this Agreement, she is giving up potentially valuable legal rights, and she intends to be bound by all the terms and conditions set forth above; (iii) she is entering into this Agreement freely, knowingly, and voluntarily; (iv) she has had 21 days to consider whether to agree to the terms and conditions set forth in this Agreement; and (v) for a seven day period following her execution of this Agreement, Nakasone may revoke this Agreement by delivering a written revocation to counsel for the Regents, and this Agreement shall not become effective nor enforceable until the revocation period has expired.

16. Attorneys' Fees and Costs. Nakasone 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.

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

18. Binding on Successors. The parties agree that this Agreement shall be binding on, and inure to the benefit of the successors, heirs and/or assigns of Nakasone and the Regents.

19. 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.

20. 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 Nakasone acknowledges she 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.

21. 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.

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 except as provided in

EXHIBIT A

paragraph 13, the Agreement shall be binding on each party upon that party's signing of such a counterpart.

23. Advise 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.

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

Dated: July 2, 2002

Rene Nakasone  
RENE NAKASONE

Dated: July 17, 2002

REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: Eric K. B...

Dated: July 19, 2002

Mario Vidalon  
MARIO VIDALON

Dated: 7-10, 2002

Molly Schneider  
MOLLY SCHNEIDER

APPROVED AS TO FORM AND CONTENT:

Audrey Ripley  
AUDREY RIPLHY  
Attorney for RENE NAKASONE

PAUL PLEVIN, SULLIVAN & CONNAUGHTON LLP

By: Connie S. Lundgren  
RICHARD A. PAUL  
CONNIE S. LUNDGREN  
Attorneys for Defendants  
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, MARIO VIDALON, and  
MOLLY SCHNEIDER

## Exhibit B

**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release ("Agreement") is made between Katie Hata ("Hata"), a Claimant in the matter *U.S. Equal Employment Commission v. Regents of the University of California*, Federal District Court Case No. SACV 01-905 GMT (ANx), and the Regents of the University of California (the "Regents").

## IT IS HEREBY AGREED AS FOLLOWS:

1. Payments by the Regents. In exchange for the promises and warranties of Hata as set forth below, the Regents shall pay to Hata the total sum of \$ \$3,000 (three thousand dollars), less applicable payroll taxes. The payment shall be made by sending a check to Hata within 21 days from the date of the final approval of the settlement by the Regents.
2. Release. Hata unconditionally, irrevocably and absolutely releases and discharges the Regents, as well as any other present or former employees, officers, agents, attorneys, successors and assigns of the Regents (collectively, "Released Parties"), from all claims incurred as of the signing of this Agreement arising under the Equal Pay Act of 1963, codified by the Fair Labor Standards Act of 1938 (29 U.S.C. § 206 et seq.), Title VII of the Civil Rights Act of 1964, and the California Fair Employment and Housing Act, based on or relating to the compensation she was paid, or claimed to be entitled to, as an instructor at University of California, Irvine, including all claims for attorneys' fees, costs and expenses relating to such claims ("Released Claims").
3. 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 denies liability in the Action and intends merely to avoid further litigation and expense by entering into this Agreement. 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.
4. Attorneys' Fees and Costs. Hata and the Regents agree to bear their own attorneys' fees and expenses incurred in connection with the Action, or any Released Claim.
5. Modifications. This Agreement may be amended only by a written instrument executed by Hata and the Regents.
6. Binding on Successors. The parties agree that this Agreement shall be binding on, and inure to the benefit of the successors, heirs and/or assigns of Hata and the Regents.
7. 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

Exhibit B

that this Agreement contains the entire expression of agreement between the parties on the subjects addressed herein.

- 8. 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.
- 9. Advise 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.

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

Dated: 7/6/, 2002

Katie Hata  
KATIE HATA

Dated: 8/2, 2002

REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: Eric K Behrens  
ERIC K. BEHRENS  
University Counsel



## Exhibit C

**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release ("Agreement") is made between Amy Lieurance ("Lieurance"), a Claimant in the matter *U.S. Equal Employment Commission v. Regents of the University of California*, Federal District Court Case No. SACV 01-905 GMT (ANx), and the Regents of the University of California (the "Regents").

## IT IS HEREBY AGREED AS FOLLOWS:


1. **Payments by the Regents.** In exchange for the promises and warranties of Lieurance as set forth below, the Regents shall pay to Lieurance the total sum of \$4,000 (four thousand dollars), less applicable payroll taxes. The payment shall be made by sending a check to Lieurance within 21 days from the date of the final approval of the settlement by the Regents.
2. **Release.** Lieurance unconditionally, irrevocably and absolutely releases and discharges the Regents, as well as any other present or former employees, officers, agents, attorneys, successors and assigns of the Regents (collectively, "Released Parties"), from all claims incurred as of the signing of this Agreement arising under the Equal Pay Act of 1963, codified by the Fair Labor Standards Act of 1938 (29 U.S.C. § 206 et seq.), Title VII of the Civil Rights Act of 1964, and the California Fair Employment and Housing Act, based on or relating to the compensation she was paid, or claimed to be entitled to, as an instructor at University of California, Irvine, including all claims for attorneys' fees, costs and expenses relating to such claims ("Released Claims").
3. **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 denies liability in the Action and intends merely to avoid further litigation and expense by entering into this Agreement. 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.
4. **Attorneys' Fees and Costs.** Lieurance and the Regents agree to bear their own attorneys' fees and expenses incurred in connection with the Action, or any Released Claim.
5. **Modifications.** This Agreement may be amended only by a written instrument executed by Lieurance and the Regents.
6. **Binding on Successors.** The parties agree that this Agreement shall be binding on, and inure to the benefit of the successors, heirs and/or assigns of Lieurance and the Regents.

Exhibit C

- 7. 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.
- 8. 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.
- 9. Advise 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.

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

Dated: 7-11, 2002




\_\_\_\_\_  
AMY LIEURANCE

Dated: 8-2, 2002

REGENTS OF THE UNIVERSITY OF CALIFORNIA

By:



\_\_\_\_\_  
ERIC K. BEHRENS  
University Counsel

Exhibit D

**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (“Agreement”) is made between Patricia Waterman (“Waterman”), a Claimant in the matter *U.S. Equal Employment Commission v. Regents of the University of California*, Federal District Court Case No. SACV 01-905 GMT (ANx), and the Regents of the University of California (the “Regents”).

IT IS HEREBY AGREED AS FOLLOWS:

1. Payments by the Regents. In exchange for the promises and warranties of Waterman as set forth below, the Regents shall pay to Waterman the total sum of \$2,000 (two thousand dollars), less applicable payroll taxes. The payment shall be made by sending a check to Waterman within 21 days from the date of the final approval of the settlement by the Regents.
2. General Release. Waterman unconditionally, irrevocably and absolutely releases and discharges the Regents, as well as any other present or former employees, officers, agents, attorneys, successors and assigns of the Regents (collectively, “Released Parties”), from all claims incurred as of the signing of this Agreement arising under the Equal Pay Act of 1963, codified by the Fair Labor Standards Act of 1938 (29 U.S.C. § 206 et seq.), Title VII of the Civil Rights Act of 1964, and the California Fair Employment and Housing Act, based on or relating to the compensation she was paid, or claimed to be entitled to, as an instructor at University of California, Irvine, including all claims for attorneys’ fees, costs and expenses relating to such claims (“Released Claims”).
3. 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 denies liability in the Action and intends merely to avoid further litigation and expense by entering into this Agreement. 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.
4. Attorneys’ Fees and Costs. Waterman and the Regents agree to bear their own attorneys’ fees and expenses incurred in connection with the Action, or any Released Claim.
5. Modifications. This Agreement may be amended only by a written instrument executed by Waterman and the Regents.

Exhibit D

- 6. Binding on Successors. The parties agree that this Agreement shall be binding on, and inure to the benefit of the successors, heirs and/or assigns of Waterman and the Regents.
- 7. 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.
- 8. 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.
- 9. Advise 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.

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

Dated: July 9, 2002

  
PATRICIA WATERMAN

Dated: 8-2, 2002

REGENTS OF THE UNIVERSITY OF CALIFORNIA

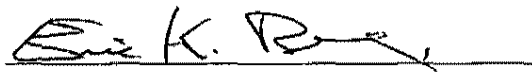
By:   
ERIC K. BEHRENS  
University Counsel

Exhibit E

**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release ("Agreement") is made between Shoko Takada ("Takada"), a Claimant in the matter *U.S. Equal Employment Commission v. Regents of the University of California*, Federal District Court Case No. SACV 01-905 GMT (ANx), and the Regents of the University of California (the "Regents").

IT IS HEREBY AGREED AS FOLLOWS:

1. Payments by the Regents. In exchange for the promises and warranties of Takada as set forth below, the Regents shall pay to Takada the total sum of \$1,000 (one thousand dollars), less applicable payroll taxes. The payment shall be made by sending a check to Takada within 21 days from the final approval of the settlement by the Regents.
2. General Release. Takada unconditionally, irrevocably and absolutely releases and discharges the Regents, as well as any other present or former employees, officers, agents, attorneys, successors and assigns of the Regents (collectively, "Released Parties"), from all claims incurred as of the signing of this Agreement arising under the Equal Pay Act of 1963, codified by the Fair Labor Standards Act of 1938 (29 U.S.C. § 206 et seq.), Title VII of the Civil Rights Act of 1964, and the California Fair Employment and Housing Act, based on or relating to the compensation she was paid, or claimed to be entitled to, as an instructor at University of California, Irvine, including all claims for attorneys' fees, costs and expenses relating to such claims ("Released Claims").
3. 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 denies liability in the Action and intends merely to avoid further litigation and expense by entering into this Agreement. 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.
4. Attorneys' Fees and Costs. Takada and the Regents agree to bear their own attorneys' fees and expenses incurred in connection with the Action, or any Released Claim.
5. Modifications. This Agreement may be amended only by a written instrument executed by Takada and the Regents.
6. Binding on Successors. The parties agree that this Agreement shall be binding on, and inure to the benefit of the successors, heirs and/or assigns of Takada and the Regents.



Exhibit E

- 7. 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.
- 8. 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.
- 9. Advise 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.

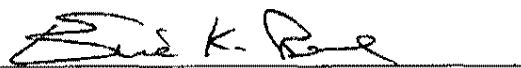
**WHEREFORE, THE PARTIES HAVE VOLUNTARILY EXECUTED THIS AGREEMENT ON THE DATES SHOWN BELOW.**

Dated: July 21<sup>st</sup>, 2002

  
SHOKO TAKADA

Dated: 8-2, 2002

REGENTS OF THE UNIVERSITY OF CALIFORNIA

By:   
ERIC K. BEHRENS  
University Counsel