

## **SETTLEMENT AGREEMENT**

This Settlement Agreement (hereafter "Agreement") is entered into by and between Gabriel Piterberg (hereafter "Piterberg") and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, on behalf of the UNIVERSITY OF CALIFORNIA, Los Angeles campus (hereafter "University" and "UCLA") (collectively referred to as the "parties").

### **RECITALS**

Piterberg is a faculty member in the UCLA History Department. On or about June 25, 2013, a student ("Complainant") made a complaint with the Title IX/Sexual Harassment Prevention Officer against Piterberg alleging that Piterberg made inappropriate sexual advances toward Complainant, engaged in inappropriate intimate touching and kissing, and inappropriate sexual communications ("the Complaint"). Piterberg disputes and denies Complainant's allegations.

An investigation was commenced by the Title IX Sexual Harassment Prevention Officer who was actively pursuing completion of the investigation when settlement between Piterberg and the University was reached resulting in termination of the investigation without issuance of findings, recommendations or a report.

In order to avoid the cost, uncertainty, and inconvenience of an administrative proceeding relating to this matter, and to settle fully and finally all differences that may exist between them, the parties have reached the mutual decision to resolve the dispute on the terms and conditions outlined in this Agreement. By entering into this settlement, Piterberg does not concede or admit the truth or accuracy of any allegation made by Complaint, that Piterberg's conduct could give rise to a finding of liability under governing law, or that Piterberg has engaged in improper or unlawful conduct. Nothing herein shall be deemed to be an admission or acknowledgment by Piterberg that he has violated any University/UCLA policy or rule, any statute (federal or state), or provision of law.

NOW THEREFORE, in consideration of the mutual promises herein contained, Piterberg and the University agree as follows:

- 1) **PURPOSE OF AGREEMENT** The purpose of this Agreement is to resolve any and all claims between the parties arising out of the Complaint and investigation of the foregoing matter. This Agreement shall not in any way be construed as an admission by Piterberg or the University of any improper or unlawful conduct arising from Piterberg's employment with the University. It is understood and agreed that this Agreement does not affect any rights, nor resolve any claims, by the Complainant student and any disputes between the parties that may arise in the event the Complainant files a civil action.

## **2) ACTIONS TO BE UNDERTAKEN BY UNIVERSITY**

- a. The UCLA administration shall not initiate Charges with the UCLA Charges Committee of the Academic Senate for the alleged conduct giving rise to the Complaint and the investigation by the Title IX/Sexual Harassment Officer shall be terminated without completion. The notes of the investigation will be maintained confidentially by the Title IX/Sexual Harassment Officer, subject to any need to disclose the notes in connection with official University activities or to protect any person or witness from harassment or retaliation.
- b. Piterberg shall be suspended without pay for the period of one quarter (hereafter referred to as "Leave"). During Leave, he shall not serve as Director of the Center for Middle Eastern Studies and shall not be entitled to the normal faculty privileges such as access to University property, participation in departmental governance, voting rights, administration of grants, supervision of graduate students, and use of University administrative staff, and shall not be entitled to library privileges. Notwithstanding the foregoing, during the Leave Piterberg shall be allowed at his option to maintain the group medical insurance coverage benefits available to him prior to the Leave as a University faculty member, at Piterberg's expense through reimbursement payment to UCLA of the cost of such benefits coverage. The Leave of one quarter shall be deferred and shall be implemented and in effect in Spring Quarter 2015.
- c. Prior to imposition of the Leave in Spring Quarter 2015, for Academic Years 2013-14 and 2014-15, Piterberg shall continue to be the Director of the Center for Middle Eastern Studies and shall teach the two classes assigned by the History Department Chair (hereinafter "Department Chair") for each such academic year. Piterberg shall not serve as Chair of graduate student admissions prior to the completion of his one-year sabbatical leave scheduled for the 2015-16 Academic Year. Upon completion of the Leave, Piterberg's status shall thereafter be determined in accordance with standard University policy and procedure.

## **3) ACTIONS TO BE UNDERTAKEN BY PITERBERG**

- a. As a compromise and not an admission of wrongdoing, upon execution of this Agreement Piterberg shall issue a check to the U.C. Regents in the amount of \$3,000.
- b. Piterberg shall issue a letter of recommendation for the Complainant in the form of Exhibit A attached to this Agreement. The History Department will hold the letter of recommendation for future use by Complainant upon request. Piterberg shall not provide any other references for Complainant nor make any comment about Complainant or the nature of this dispute.

- c. Piterberg acknowledges that Faculty Code of Conduct, APM 015, II.A., states:

“Types of unacceptable conduct:

. . . .

2. Discrimination, including harassment, . . . for reasons of . . . sex . . . .”

. . . .

6. Entering into a romantic or sexual relationship with any student for whom a faculty member has, or should reasonably expect to have in the future, academic responsibility (instructional, evaluative, or supervisory).”

And acknowledges that the UC policy on Sexual Harassment provides: “Sexual harassment is . . . unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal or physical conduct of a sexual nature. Sexual harassment is conduct that explicitly or implicitly affects a person's employment or education or interferes with a person's work or educational performance or creates an environment such that a reasonable person would find the conduct intimidating, hostile, or offensive. . . . The University will respond to reports of any such conduct.”

- d. Piterberg shall participate in, and complete a series of one-on-one training sessions with the UCLA Title IX and Sexual Harassment Officer to discuss the underlying concerns raised by the conduct alleged. Notice of completion of such sessions shall be submitted to the Vice Chancellor Academic Personnel no later than 45 days after the Effective Date of this Agreement.
- e. Hereafter, Piterberg shall not engage in romantic or otherwise inappropriate relationships with students nor seek to establish such relationships.
- f. For a period of three years after the Effective Date of this Agreement, Piterberg shall be restricted in his contact with students as follows:
- i. Piterberg shall not hold one-on-one meetings or otherwise meet one-on-one with students outside of office hours which shall be held between the hours of 9:00 a.m. and 5:00 p.m. on weekdays and shall be conducted with the office door open at all times; and
  - ii. Piterberg shall not hold meetings or one-on-one activities with students off campus or after 5:00 p.m. Notwithstanding the

foregoing, Piterberg may attend events and activities on weekends, holidays, or after 5:00 p.m. on weekdays, on or off campus, at which students are in attendance provided other UCLA faculty or staff also are in attendance.

- g. **Non-Contact Agreement** Piterberg shall not initiate or engage in any contact (in person, via email, telephone, text messaging, internet or other means of electronic communication) with the Complainant.

#### 4) **FUTURE COMPLAINTS**

- a. Any complaint arising out of alleged conduct by Piterberg occurring after the effectiveness of this Agreement, and which conduct involves alleged (i) sexual advance(s) toward a student, (ii) engaging in inappropriate intimate touching or kissing of a student, or (iii) inappropriate sexual communication(s) directed toward a student, shall be promptly presented to the Committee on Privilege & Tenure for a hearing without the need to first file a charge with the Committee on Charges.
- b. The Committee on Privilege & Tenure shall conduct the hearing on any new charge described in Paragraph 4(a) above within ninety (90) days of the filing of the Complaint or at a time otherwise chosen by the Committee on Privilege & Tenure to accommodate the schedules the members and participants.
- c. As part of the process described in Paragraphs 4)a & 4)b) above, Piterberg and the University agree that the Committee on Privilege & Tenure shall first decide, after a hearing in which Piterberg is allowed to participate and present a defense to the charge, whether the factual allegations in the complaint are sustained in accordance with the Academic Personnel Manual and then, in the event of a finding that the allegations in the complaint are in fact sustained, shall make a recommendation as to the imposition of an appropriate sanction, which may include, among others, Suspension Without Pay or Dismissal. The imposition of the sanction of Suspension Without Pay or Dismissal shall be at the reasonable discretion of the Chancellor with no further recourse to the UC President or The Regents. This Agreement and any supporting documents may be requested and considered by the Committee on Privilege & Tenure at any such hearing, and/or the Vice Chancellor Academic Personnel as part of such process and if so requested and considered such Committee shall provide Piterberg with a reasonable opportunity to comment upon and respond to this Agreement and any supporting documents so considered.

## **5) WAIVER AND RELEASE OF CLAIMS**

- a. Except for obligations arising out of this Agreement, upon the Effective Date as defined in Paragraph 17(b) below, Piterberg, on behalf of himself and his agents, successors, heirs, assigns, and affiliates, hereby releases and absolutely discharges the University and its respective agents, heirs, assigns, attorneys, employees, affiliates, predecessors, successors, parents, subsidiaries, officers, directors, trustees, and insurers (collectively "The Released Party") of and from each of the following:

Any and all claims, demands, damages, actions, causes of action, warranties, debts, liabilities, accounts, actions, causes of action, judgments, executions, attachments, obligations, costs, and expenses of every kind and nature whatsoever, whether known or unknown, suspected or unsuspected, accrued or unaccrued, which Piterberg ever had, now has, or may have in the future, arising directly or indirectly out of, or in any manner relating to (1) the matters stated in the Complaint, (2) UCLA's investigation of the Complaint, (3) any defenses that Piterberg could have asserted in response to the Complaint before the Committee on Charges or the Committee on Privilege & Tenure, and (4) the parties entering into this Agreement.

- b. Subject to Paragraph 5(a) above, Piterberg understands and agrees that the waivers and releases in this Agreement include, without limitation, those matters relating to the claims and circumstances surrounding the Complaint, and any defenses that could have been asserted in response to the Complaint including any claims for violation of any alleged contract, express or implied; any covenant of good faith and fair dealing, whether express or implied; any tort; any federal, state, or local statute or regulation; any federal, state, or local law, statute, or regulation based on or related to the Age Discrimination in Employment Act (29 U.S.C. §§621-634), Title VII, Civil Rights Act of 1964 (42 U.S.C. sections 2000-2000 (e)-1-17), the Americans with Disabilities Act (42 U.S.C. §§ 12101-122110), the Federal Family Medical Leave Act (29 U.S.C. §§ 2601-2654), the California Family Rights Act (Gov. Code §§ 12945.1-12945.2), and the California Fair Employment and Housing Act (Gov. Code §§ 12900-12966) and claims under the law of contract and tort; and federal and state claims growing out of allegations of retaliation based on alleged or actual whistle-blowing activities; and claims arising under University policies and/or collective bargaining agreements; but excluding claims for work related injuries which are within the exclusive jurisdiction of the

Workers Compensation Appeals Board and any other claims that cannot lawfully be released by private agreement

- c. The foregoing release is not intended, and shall not be construed, to operate in favor of Complainant in any (i) complaint, charge, or action filed by Complainant against Piterberg with any governmental agency or court, or (ii) answer or other response, counterclaim, or cross-complaint by Piterberg to any such complaint, charge, or action.
- d. As between Piterberg and The Released Party, Piterberg understands and acknowledges and hereby assumes full responsibility for any damages or losses sustained by him of any sort or nature that might otherwise have, been asserted as claims arising directly or indirectly out of, or relating in any manner to, the Complaint or actual or potential defenses thereto, whether such claims were known or unknown at the time this Agreement was executed. The provisions of this Paragraph 5)c are not intended to apply, and shall not apply, to any complaint, charge, claim, or action brought or filed by Complainant against Piterberg with any governmental agency or court.
- e. Piterberg further agrees that this release will remain in effect as a specific release of these claims, notwithstanding any additional or different facts or claims which would have been raised in response or as a defense to the Complaint.
- f. **SECTION 1542 RIGHTS WAIVED** As between Piterberg and The Released Party, Piterberg understands and expressly agrees that the release set forth in this Agreement constitutes a general release. Piterberg hereby waives, to the fullest extent allowable by law, any and all rights he may now or hereafter have under Section 1542 of the California Civil Code, as presently worded or hereafter amended, which section presently reads as follows:

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

Piterberg acknowledges that Piterberg has read all of this Agreement, including the above Civil Code section, and that Piterberg fully understands both the Agreement and the Civil Code section. Piterberg waives any benefits and rights granted to Piterberg pursuant to Civil Code section 1542.

**6) COVENANT NOT TO SUE**

- a. Piterberg 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 Released Party shall be entitled to recover reasonable costs and attorneys' fees incurred in defending against any Released Claim as set forth above.
- b. Piterberg shall not initiate a lawsuit or bring a claim against (i) Complainant based on the filing of the Complaint or the matters stated in the Complaint, or (ii) any UCLA student other than Complainant, faculty, or other person who otherwise participated in or cooperated with UCLA's investigation of the Complaint. Notwithstanding the foregoing, in the event that Complainant files any complaint, charge, or action against Piterberg with any governmental agency or court based in whole or in part on any matter stated in the Complaint, Piterberg reserves the right, and shall be entitled, to assert any affirmative defense or claim against Complainant based on the filing of the Complaint and/or the matters stated in the Complaint, through an answer or other response, counterclaim, and/or cross-complaint with the governmental agency or court with which such complaint, charge, or action is filed.
- c. 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 Piterberg'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 Piterberg's behalf, Piterberg specifically waives and releases his right, if any to recover any monetary or other benefits of any sort whatsoever arising from any such investigation.

- 7) **CONFIDENTIALITY PROVISION** The parties acknowledge that the University is subject to the California Public Records Act ("CPRA") and that this Agreement may constitute a public record of a type that may be required to be disclosed upon request under certain circumstances. The parties agree that they will not voluntarily release this Agreement to third parties or to otherwise disclose its contents or the nature of the dispute publicly except under the following circumstances: (a) the University receives a request under CPRA 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 University determines that disclosure is necessary for the University to defend itself in a judicial action or administrative proceeding (either internal or external). Promptly upon University's receipt of any request under CPRA which the University believes may require disclosure of this Agreement to the requesting party, University shall (i) give Piterberg written notice and a copy of any such request University receives, (ii) prior to responding to such request, provide Piterberg with a reasonable opportunity, which shall constitute at least ten days following University's giving of notice to Piterberg as provided herein, to advise University of any objection Piterberg may have to University's disclosure of this Agreement in response to such request, and (iii) provide Piterberg with a copy of University's response to such request. 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 University, to University officers, agents or employees with a need to know in order to perform their University duties.

- 8) **ENTIRE AGREEMENT** The parties declare and represent that no promise, inducement or agreement not discussed in this document has been made between the parties and that this document contains the entire expression of agreement between the parties on the subjects addressed herein.
- 9) **COUNTERPARTS** This Agreement may be executed in counterparts, and may be delivered by telefacsimile or e-mailed .pdf copy. A copy of the Agreement is as admissible as the original in any subsequent proceeding, and multiple executed counterparts are treated as one executed Agreement.
- 10) **NO PRECEDENT** The parties to this Agreement understand and agree that the execution of this document shall not be, and shall not be deemed or construed to be, a precedent or model for the resolution or settlement of any future charge, claim, grievance, complaint, or lawsuit resulting from the same, similar or different circumstances.
- 11) **OPPORTUNITY FOR REVIEW** Piterberg acknowledges that he enters into this Agreement of his own free will; that he has been encouraged to discuss this document with counsel or a representative of his own choosing; and that he has been encouraged to review this document thoroughly. Piterberg further warrants that he: fully understands the contents and effect of this Agreement; (b) approves and accepts the terms of this Agreement; (c) agrees to be bound by this Agreement; and (d) freely and voluntarily signs this Agreement.
- 12) **MODIFICATIONS IN WRITING ONLY** This Agreement may not be modified except by written amendment, characterized as such, and signed by the parties.



- 13) **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.
- 14) **BINDING EFFECT** This Agreement shall bind the heirs, personal representatives, successors, and assigns of each party, and inure to the benefit of each party, its heirs, successors, and assigns.
- 15) **INTERPRETATION/CONSTRUCTION** The paragraph headings contained in this Agreement are for convenience only and shall not be used when interpreting this Agreement. This Agreement has been drafted by legal counsel representing the University, but Piterberg has fully participated in the negotiation of its terms. Piterberg acknowledges that he has had an opportunity to review and discuss each term of this Agreement with legal counsel or a representative of his choosing. Therefore, in interpreting this Agreement the normal rule of construction, which is that any ambiguities in the document are resolved against the drafting party, shall not be employed.
- 16) **SEVERABILITY** Should it be determined by a court that any term of this Agreement is unenforceable, or should any term of this Agreement be contrary to state or federal law or regulation, that term shall be deemed to be deleted. However, the validity and enforceability of the remaining terms shall not be affected by the deletion of the unenforceable terms.
- 17) **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). To comply with section 626(f) of that statute and to effectuate the release by Piterberg of any potential claims under the federal Age Discrimination in Employment Act ("ADEA"), Piterberg acknowledges and agrees as follows: (a) he has carefully reviewed this Agreement and understands the terms and conditions it contains; (b) he has been advised of the right to consult any attorney or representative of his choosing to review this Agreement; (c) he is receiving consideration which is above and beyond anything of value to which he is already entitled; and (d) he does not wave rights or claims that may arise after the Effective Date of this Agreement.
- a. **21-DAYS TO REVIEW BEFORE SIGNING.** Piterberg further acknowledges and agrees that he has twenty-one (21) days from receipt of this document to consider the terms and to sign it. Piterberg may sign this document sooner, but if he does so, he acknowledges by signing that the decision to sign was his and his alone, and that as a result, he voluntarily has waived the balance of the 21-day review period.

- b. **SEVEN DAY REVOCATION PERIOD AND EFFECTIVE DATE.** Piterberg shall also have seven (7) days after executing this Agreement to reconsider and revoke this Agreement. Any revocation must be in writing, delivered to Vice Chancellor Goldberg at **2138 Murphy Hall** no later than the close of business on the seventh (7th) day following Piterberg's execution of this Agreement. This Agreement shall not become effective or enforceable until the seven (7) day revocation period has expired, or until the date of the last signature, whichever is later ("Effective Date"). If Piterberg revokes this Agreement, it shall not be effective or enforceable and he will not receive the consideration described herein.

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

Dated: March 16 2014

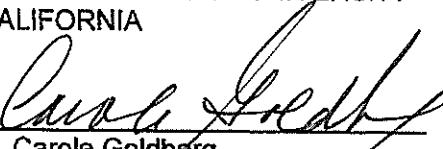
GABRIEL PITERBERG

  
\_\_\_\_\_  
Gabriel Piterberg, an individual

Dated: March 18, 2014

THE REGENTS OF THE UNIVERSITY  
OF CALIFORNIA

By:

  
\_\_\_\_\_  
Carole Goldberg  
Vice Chancellor, Academic  
Personnel, on behalf of UCLA  
and The Regents of the  
University of California

APPROVED AS TO FORM:

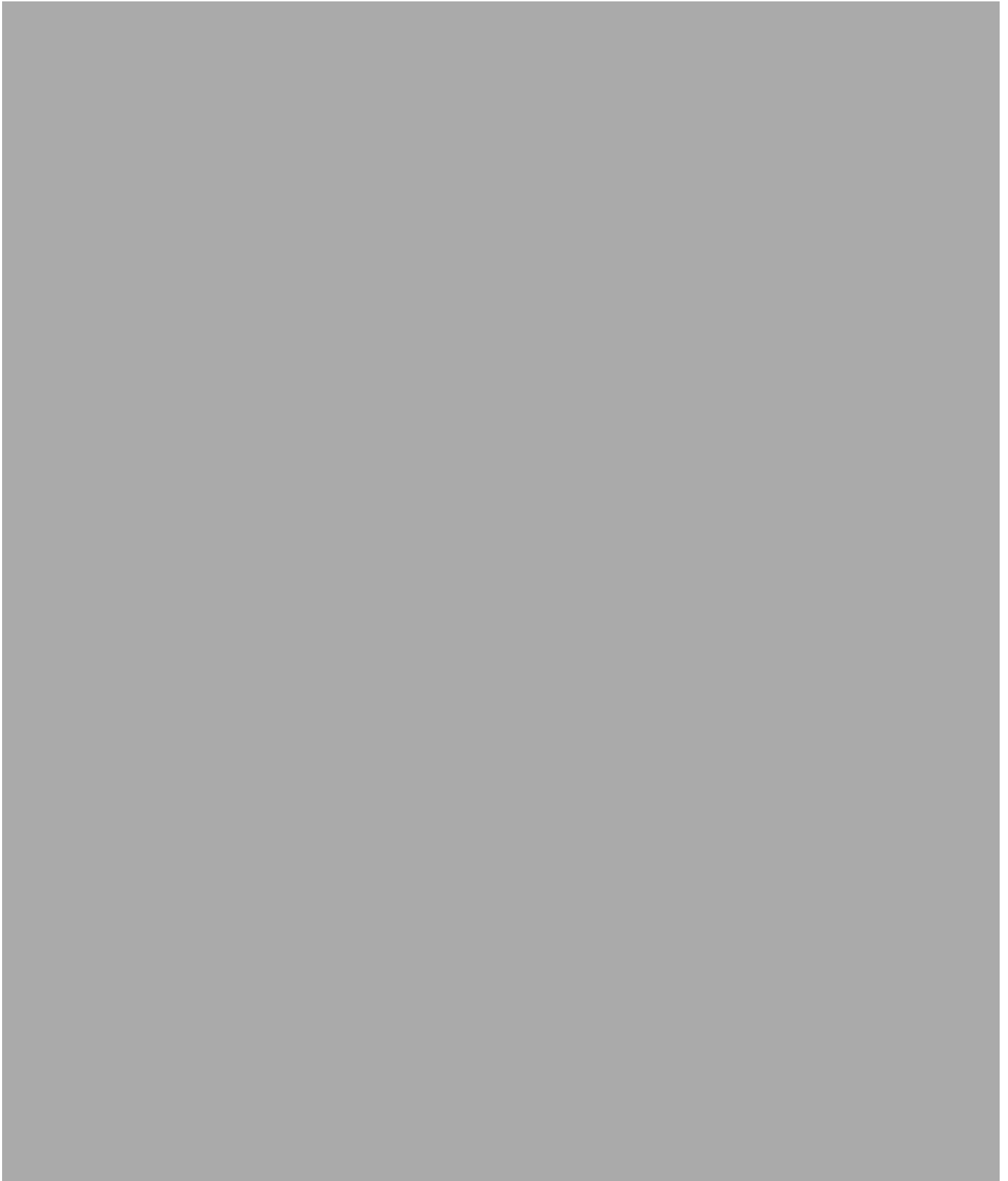
Neil J. Barker, A Professional  
Corporation

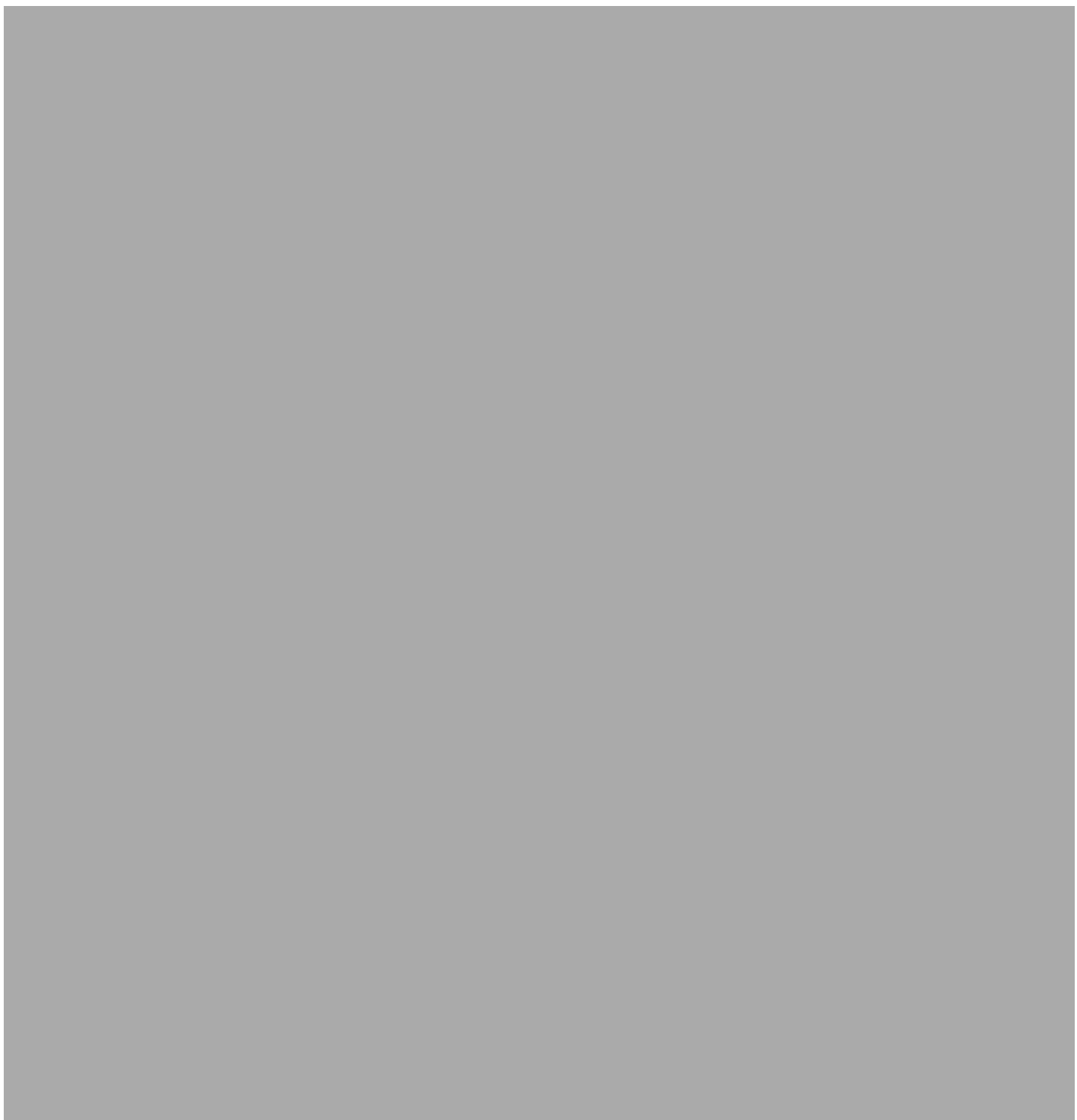
Dated: 3/17/14

By:

  
\_\_\_\_\_  
Neil J. Barker, Esq.,  
Attorney for Gabriel Piterberg

**EXHIBIT A**





**AMENDMENT TO SETTLEMENT AGREEMENT**

This agreement by and between The Regents of the University of California on behalf of its Los Angeles Campus ("UCLA") and Gabriel Piterberg ("Piterberg") is an amendment to the Settlement Agreement executed on March 16, 17 and 18, 2014 between UCLA and Piterberg. The terms of the Settlement Agreement remain in full force and effect, subject to the following modifications:

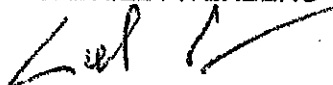
1. Paragraph 7, Confidentiality Provision, of the Settlement Agreement shall be amended to add the following sentence, "Notwithstanding this provision, the University is hereby permitted to disclose the terms and conditions of the Settlement Agreement to the faculty in the Department of History and such disclosure shall not constitute a violation of the confidentiality provision."

The remainder of Paragraph 7 of the Settlement Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this amendment has been executed by and on behalf of the parties hereto.

Dated: December 22 2015

GABRIEL PITERBERG

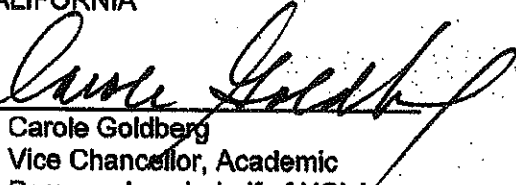


Gabriel Piterberg, an individual

Dated: 1/6/16

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By:



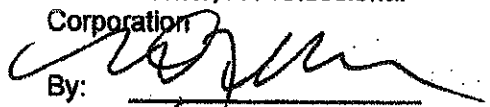
Carole Goldberg  
Vice Chancellor, Academic  
Personnel, on behalf of UCLA  
and The Regents of the  
University of California

APPROVED AS TO FORM:

Neil J. Barker, A Professional  
Corporation

Dated: 12/22/15

By:



Neil J. Barker, Esq.,  
Attorney for Gabriel  
Piterberg

**SECOND AMENDMENT TO SETTLEMENT AGREEMENT**

This agreement by and between The Regents of the University of California on behalf of its Los Angeles Campus ("UCLA") and Gabriel Piterberg ("Piterberg") is an amendment to the Settlement Agreement executed on March 16, 17 and 18, 2014, between UCLA and Piterberg. The terms of the Settlement Agreement remain in full force and effect, subject to the following modifications:

1. Paragraph 7, Confidentiality Provision, of the Settlement Agreement shall be amended to add the following sentence, "Notwithstanding this provision, the University is hereby permitted to disclose the terms and conditions of the Settlement Agreement to third parties at its discretion and such disclosure shall not constitute a violation of the confidentiality provision."

The remainder of Paragraph 7 of the Settlement Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this amendment has been executed by and on behalf of the parties hereto.

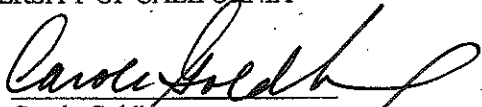
Dated: 3-2-2016

GABRIEL PITERBERG

  
\_\_\_\_\_  
Gabriel Piterberg, an individual

Dated: 3/2/16


THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA

By:   
\_\_\_\_\_  
Carole Goldberg  
Vice Chancellor, Academic  
Personnel, on behalf of UCLA  
and The Regents of the University of  
California

APPROVED AS TO FORM:

Neil J. Barker, A Professional Corporation

Dated: 3/2/16

By:   
\_\_\_\_\_  
Neil J. Barker, Esq.  
Attorney for Gabriel Piterberg