

SETTLEMENT AGREEMENT AND GENERAL RELEASE OF ALL CLAIMS

1. Parties:

This Settlement Agreement and General Release (“Agreement”) is entered into among Chetan Kumar (“Kumar”) and the Board of Trustees of the California State University (“CSU”) (together, “the Parties”).

2. Recitals:

2.1 On or about November 10, 2020, Kumar and the California Faculty Association (“CFA”) submitted a notice of appeal of CSU’s November 9, 2020 decision to dismiss Kumar from his position as a faculty unit employee at California State University, San Marcos (“CSUSM”), in accordance with the Collective Bargaining Agreement (“CBA”) between CFA and CSU (the “Appeal”).

2.2 This Agreement is a compromise of disputed claims and is not an admission by any party of any liability. CSU and Kumar enter into this Agreement to buy peace and to avoid the costs of further proceedings.

2.3 To avoid the expense, inconvenience, and uncertainty of continued proceedings, and to resolve all disputes and claims between them, the Parties agree as follows:

3. Terms and Conditions:

3.1 **Kumar’s Performance Obligations and Agreements.** Kumar will perform and agree to the following, in full, final, and complete settlement of all claims:

- i) Withdraw the Appeal with prejudice. Kumar will send written notice of the withdrawal of the Appeal to Michelle Hunt (mihunt@csusm.edu) within 3 days after execution of the Agreement (the “Notice of Withdrawal of Appeal”).
- ii) Not contact or attempt to communicate with either [REDACTED], [REDACTED],

3.2 **CSU’s Performance Obligations and Agreements.** CSU will perform and agree to the following, in full, final, and complete settlement of all claims:

- i) Reduce Kumar’s dismissal, as identified in the November 9, 2020 Notice of Final Decision Regarding Pending Disciplinary Action—Dismissal (the “Final Decision Letter”), to an unpaid suspension of three months, to be served from February 27, 2021 to May 27, 2021 and must not conduct any CSU or CSUSM business during this time.
 - (1) Kumar will remain on paid administrative leave through and including February 26, 2021, and must not conduct any CSU or CSUSM business during this time.
- ii) CSU agrees that, if Kumar is not further disciplined within the next three years (until January 15, 2024), it will remove the October 16, 2020 Notice of Pending Disciplinary Action—Dismissal (including attachments), the Final Decision Letter (including attachments), and the Appeal (collectively, the “Removed Documents”) from Kumar’s Personnel Action File on November 30, 2023.
 - (1) The Removed Documents will be kept in a secure location in the Title IX/DHR office, in accordance with CSU’s record retention policies. The Removed

Documents will not be disclosed to third-parties unless: (1) CSU needs to access or use the Removed Documents for defensive legal purposes, in connection with a lawsuit, an audit, or another legal or regulatory proceeding; (2) CSU is required by law to release the Removed Documents. If CSU discloses these documents for any of the above reasons, CSU will notify Kumar within 10 days following the disclosure via email (ckumar@csusm.edu) of the reason for the disclosure and the persons to whom the documents are being disclosed.

3.3 Kumar’s Release of CSU. Kumar releases and forever discharges the State of California and CSU, and each of its agents, attorneys, current and former employees, officers, directors, trustees, auxiliary organizations, insurers, representatives, and all persons acting by, through, under, or in concert with any of them (collectively referred to as the “CSU Released Parties”) from any claims, actions, obligations, attorney fees, damages or liabilities of any kind, whether known or unknown, fixed or contingent, which Kumar may have or claim against the CSU Released Parties, or any of them, arising out of the facts and circumstances of the Appeal.

3.4 Acknowledgement of Civil Code section 1542. Kumar acknowledges the provisions of California Civil Code section 1542, which she expressly waives. That statute states:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or releasing party.

3.5 Costs. The Parties will bear their own costs, expenses, and attorney fees.

3.6 Voluntary Agreement. The Parties acknowledge that they have been represented by counsel and that they have read and understand the content of this Agreement and have voluntarily entered into it.

3.7 No Precedential Value. The Parties acknowledge that this is a one-time resolution of the facts and events related to this particular set of circumstances only; thus, this settlement will not serve as a precedent of any kind.

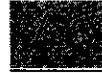
3.8 Governing Law. This Agreement is governed by the laws of the State of California.

3.9 Agreement Drafted by All Parties. For purposes of construing this Agreement, this Agreement will be deemed to have been drafted by all Parties and will not, therefore, be construed against any party for that reason in any subsequent dispute.

3.10 Complete Agreement. This Agreement constitutes the complete agreement between the Parties. This Agreement supersedes all prior or contemporaneous agreements or understandings. This Agreement may not be amended except by written consent of all Parties.

3.11 **Counterparts.** This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one Agreement. Electronically scanned copies of signatures will constitute acceptable, binding signatures for purposes of this Agreement.

Dated: 01/15/2021



Chetan Kumar CK

Chetan Kumar

Dated: 1/19/2021

Board of Trustees of the California State University

By: Michelle C. Hunt

Its: Associate Vice President, Faculty Affairs, California State University, San Marcos

Approved as to form:

Dated: 1/15/2021

V. Jesse Smith

CFA Faculty Representation Specialist

Dated: 1/19/2021

Brian P. Villarreal

Attorney for Defendants Board of Trustees of the California State University