



Civil Rights Department

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SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is a three-way agreement made and entered into by and among: Respondent The Regents of the University of California (on behalf of the University of California San Francisco ("UCSF")) (hereinafter, "Respondent" or "The Regents"); Complainant [REDACTED] ("Complainant"); and the California Civil Rights Department ("CRD" or "Department") (collectively, "Parties," or referred to individually herein as "Party"). In exchange for the promises and representations set forth herein, the Parties agree to settle the allegations set forth in, and the resulting investigation of, CRD matter [REDACTED] v. *The Regents of the University of California, et al.*, CRD Case No. [REDACTED] and EEOC Case No. [REDACTED] (assigned/transferred to the CRD), that resulted in the Department's finding of cause on November 1, 2024 (collectively the "CRD Matter"), as follows:

1. This Agreement is voluntarily entered into by all the above-listed Parties.
2. This Agreement will take effect on the date that the Party who is last in time to sign the Agreement has signed, such that the Agreement is effective on the date by which this Agreement is executed by all Parties (the "Effective Date").
3. The Parties intend and agree that this Agreement is binding and enforceable as permitted under law and that the terms are contractual and not mere recitals. As such, this Agreement may be used as evidence if any Party brings a proceeding to enforce this Agreement.
4. In consideration of Respondent's promises in this Agreement, including specifically the promises in Paragraphs 7 through 15 of this Agreement, Complainant and the CRD agree to release, up to the Effective Date of this Agreement, Respondent (including its present or former employees, officers, agents, representatives and assigns) from any and all claims, liabilities, and damages alleged in and encompassed by the allegations in Complainant's administrative complaint with the CRD and the CRD Matter.
5. In consideration of Respondent's promises in this Agreement, the CRD and Complainant agree not to institute any action, either together or separately, in state or federal court, or before any local, state, or federal government entity, that arises out of the alleged unlawful acts and/or omissions of any Respondent or any of Respondent's agents, employees, officers, or representatives, as alleged or investigated in the CRD Matter or in relation to any claim alleged in Complainant's complaint with the CRD. CRD also agrees to close the CRD matter [REDACTED] v. *The Regents of the University of California, et al.*, CRD Case No. [REDACTED] [REDACTED] and EEOC Case No. [REDACTED] within fourteen days of

Respondent's full compliance with Paragraphs 7-15 of this Agreement. This Paragraph is subject to the CRD's rights under Paragraph 23.

6. By signing this Agreement, no Party is admitting liability, wrongdoing, or the truth of any facts alleged in the CRD Complaint or CRD Matter. This Paragraph shall not, however, diminish or otherwise affect Respondent's, Complainant's, or the CRD's obligations, responsibilities, and duties under this Agreement.

Monetary Terms

7. Respondent agrees to pay, within ninety (90) days of the Effective Date, and following Respondent's receipt of the appropriate tax forms from Complainant (Form W-9) and CRD, the total Settlement Sum of Three Hundred Thousand Dollars and Zero Cents (\$300,000.00) (hereinafter, the "Settlement Sum") The Settlement Sum will be paid as follows:
 - a. Complainant will be paid the total gross sum of Two Hundred Eighty-Five Thousand Dollars and Zero Cents (\$285,000.00), which will be designated as non-wage income and paid by check made payable to and delivered via overnight mail to Complainant. A Form 1099 will be issued to Complainant for this payment.
 - b. The CRD will be paid the total gross sum of Fifteen Thousand Dollars and Zero Cents (\$15,000.00) for attorneys' fees and costs, which will be paid by check made payable to and delivered via overnight mail to CRD.
 - c. Respondent will inform the CRD of compliance within five (5) days of the date on which the above payments are sent via overnight mail to Complainant and the CRD, including providing any tracking numbers associated with the mailed checks, via e-mail to ContactGCU@calcivilrights.ca.gov and to the e-mails of the CRD Attorney(s) assigned to the CRD Matter.

Non-Monetary Terms

8. Affirmative Relief: Respondent will comply with the affirmative relief terms set forth in Paragraphs 9 through 15.
9. Third-Party Consultant Assessment and Reporting: Respondent agrees to retain Oppenheimer Investigations, LLP, to which Respondent and the CRD have jointly agreed, as a third-party consultant within thirty (30) days of the Effective Date. The Consultant is a separate third party retained for the purpose of conducting the assessment required by this Agreement and is not a 'consultant' or agent of the Regents/Respondent.

Should Oppenheimer Investigations, LLP decline to be retained by Respondent, Respondent must notify the CRD's Legal Division by emailing

ContactGCU@calcivilrights.ca.gov and the e-mails of the CRD Attorney(s) assigned to the CRD Matter within five (5) business days of the declination. Within fourteen (14) days of Respondent's notification, Respondent and CRD will jointly select an alternative third-party consultant. Within thirty (30) days of the date on which the alternative third-party consultant is selected, Respondent will retain that consultant. If the CRD and Respondent are unable, despite their best good-faith and reasonable efforts, to reach agreement on the selection of an alternative third-party Consultant, they may agree to a reasonable extension of the deadline, subject to Paragraph 17 of this Agreement.

The consultant that Respondent retains, whether Oppenheimer Investigations, LLP or, if they decline, the jointly selected alternative consultant, is hereinafter referred to as "the Consultant." The Consultant's responsibilities shall consist of the following:

- a. The Consultant shall assess UCSF's policies, practices, and procedures concerning its employees' disability-related accommodation needs, its implementation of those policies, practices, and procedures, and Respondent's existing annual training regarding employee disability rights, only as follows:

- i. Assessment of policies, practices, and procedures: Within sixty (60) days of the date on which the Consultant is retained by Respondent ("Retention Date"), Respondent shall provide the Consultant with all of UCSF's written policies, practices, and procedures concerning its employees' disability-related reasonable accommodation needs, including, without limitation, employee requests for reasonable accommodation, and, at the Consultant's request, any documents or information that the Consultant, in their professional judgment, deems reasonably necessary to conduct an independent assessment of these policies, practices, and procedures.

The Consultant shall assess Respondent's policies, practices, and procedures for legal compliance. The Consultant may offer recommendations or any changes or improvements to make them legally compliant, if any. Nothing in this review process will impact the privacy rights of third parties or the Respondent's obligations to protect any confidentiality and/or privacy interests of third parties.

- ii. Interview of Disability Management Services Director: Within sixty (60) days of the Retention Date, the Consultant will interview Disability Management Services Director, [REDACTED], regarding Disability Management Services'/UCSF's policies, practices, and procedures relating to employee requests for reasonable accommodation. Nothing in this interview will impact the privacy rights of third parties or the

Respondent's obligations to protect any confidentiality and/or privacy interests of third parties.

- iii. Assessment of UCSF's implementation of policies, practices, and procedures, including Disability Management Services processes: Within 45 days of the Retention Date, Respondent will provide the Consultant access to all staff employee "consultation/counseling" inquiries involving requests for remote work that were received by UCSF's Disability Management Services ("DMS") between December 1, 2024, and December 1, 2025, as well as any documents or information related to DMS' processing of, and outcomes reached for, the same, whether granted, denied, or pending (the "Requests").
1. "Access" means that UCSF will provide the Consultant with documentation such as the employee's request for a reasonable accommodation, correspondence between managers, managers/DMS, managers/employee and DMS/employee, documentation from health care providers, and all DMS correspondence with the employee related to the remote-work accommodation request, including letters and agreements. The Consultant will not be given access to communications with counsel. UCSF will engage in good faith with the Consultant to provide sufficient information and documentation to enable the Consultant to conduct the agreed-upon review.
 2. The Consultant shall review the Requests and conduct an independent assessment of DMS' processes for addressing the Requests specifically, as well as UCSF's implementation of its policies, practices, and procedures for addressing employees' disability-related accommodation needs, generally. The components of DMS' processes that the Consultant will consider will include without limitation how the Requests are received and processed, the information DMS considered in making its determinations (e.g., which roles were engaged, which documents were requested and/or reviewed) regarding the Requests, communications with the employees making the Requests, confidentiality, and maintenance of records.
 3. All personal identifying information (e.g., name, date of birth, social security number, personal address, email, and phone number) pertaining to the staff employees who are the subjects of the Requests shall be redacted from the Requests

to protect their privacy, such that no Request may be identified with the staff employee who made it.

Nothing in this Agreement requires any Party to disclose any information protected by the attorney-client or work-product privilege.

- iv. Respondent will request that Consultant complete its assessment of the subjects enumerated above in Paragraph 9(a)(i)-(iii), within one hundred and twenty (120) days of the Retention Date. If the Consultant is unable, despite due diligence, to complete their assessment within 120 days, the Consultant may request that CRD and Respondent agree in writing to a reasonable extension of this deadline, as set forth in Paragraph 9(a)(x) of this Agreement.
- v. Preliminary report of Consultant's assessment. Respondent will request that, within ninety (90) days of the Consultant completing their assessment of the subjects enumerated above in Paragraph 9(a)(i)-(iii), the Consultant prepare and provide to Respondent, or Respondent's Representative, and the CRD Legal Division, a preliminary written report on the scope and manner of the Consultant's review and its findings regarding the subjects enumerated above in Paragraph 9(a)(i)-(iii). In the preliminary written report, the Consultant may also make recommendations, if any, for improvements to UCSF's policies, procedures, and practices to address any issues identified in their assessment as outlined in Paragraph 9(a)(i)-(iii) above. These recommendations may include additional training or a modification of procedures or practices to further ensure that such practices or procedures are implemented in a way that is understandable to non-legally trained employees, legally compliant, and applied in a non-discriminatory and non-retaliatory manner.
 1. The Respondent shall request that the Consultant provide its preliminary report to the CRD Attorney(s) assigned to the CRD Matter and Respondent simultaneously. The Consultant shall not allow either the CRD or Respondent to view a copy of the preliminary report prior to the simultaneous distribution of the same. The CRD agrees to maintain the confidentiality of the Consultant's report to the extent permitted by applicable law.
 2. Within thirty (30) days of receipt of the Consultant's preliminary report, Respondent and CRD Legal may, but are not required to, submit in writing any questions, comments, or concerns they may have about the preliminary report to the Consultant.

- vi. Respondent will request that, within fifteen (15) days of the Consultant's receipt of a written submission as described in Paragraph 9(a)(v)(2), or the deadline for the same, if no written response is received, the Consultant issue a final report (the "Final Report") that incorporates the Consultant's responses to Respondent's and/or CRD Legal Division's questions, comments, or concerns, if any. Should the Consultant make any substantive changes as a result of any questions, comments, or concerns, the Final Report shall describe the nature of and reason(s) for the change(s). The CRD agrees to maintain the confidentiality of the Final Report to the extent permitted by applicable law.
- vii. Respondent shall have the discretion to implement, modify, or reject, any recommendation(s) if it does so reasonably and in good faith. Any modification or rejection of any recommendation from the Consultant or the CRD by Respondent that is reasonable and made in good faith does not constitute a breach of this Agreement, nor can it be used in any manner or for any purpose as part of any enforcement action by CRD in this or any other CRD Matter, or with regard to any of Complainant's allegations.
- viii. Within sixty (60) days of receipt of the Final Report, Respondent shall inform the CRD Attorney(s) assigned to the CRD Matter, in writing, of the following:
 - 1. Whether it will adopt any recommendations set forth in the Consultant's Final Report, and, for each recommendation adopted, the method and timeline for implementation.
 - 2. If Respondent declines to adopt any of the recommendations in the Consultant's Final Report, Respondent will explain its reasons for declining to adopt the recommendation, inform the CRD whether Respondent has identified any potential alternatives to the recommendation that it may implement, and, if so, disclose those alternatives to the CRD.
- ix. At the CRD's request, Respondent agrees to attend a virtual meeting with the CRD, at a mutually agreeable date and time, to discuss, in good faith, any questions or concerns that the CRD may have concerning the Respondent's adoption, rejection, and/or implementation of the Consultant's recommendations, if any. The Consultant may also attend any such virtual meeting, if requested. Because the Respondent carries the burden of the cost of Consultant's time, Respondent must be in agreement regarding Consultant's participation. No meeting request shall be unreasonably denied.

- x. The Parties acknowledge and agree that the Consultant is an independent third party and that Respondent does not know, and does not have any control over, what policies, practices, procedures or information the Consultant may request. Any additional request by the Consultant must be reasonable and directly consistent with the scope and terms of this Agreement. Respondent and CRD may agree in writing to reasonable, good-faith, and necessary extensions of any deadlines, subject to Paragraph 17. No extension request shall be unreasonably denied.
 - xi. Any time, effort, or work by the Consultant following the issuance of the Consultant's Final Report must be approved by Respondent in advance. Should CRD have questions or otherwise require clarification from the Consultant regarding the Final Report, Respondent will not deny approval of any reasonable request to meet with the Consultant regarding the same, and Respondent shall be informed of, and have the right to attend, any such meeting between the CRD and the Consultant.
- b. Confidentiality of Consultant's Work and Reports: The Consultant's Preliminary and Final Reports, and any verbal input, and CRD's and Respondent's communications (in any form) with Consultant, shall be kept strictly confidential to the extent permitted by applicable law. The Parties agree and understand that Respondent has agreed to the terms in Paragraphs 9-13 for the sole purpose of resolving Complainant's CRD allegations and the CRD Matter. CRD agrees not to use, raise, or rely upon either the Preliminary or Final Reports, or Respondent's communications (in any form) with Consultant, in any other or future matter involving UCSF or any other University of California location, campus, or medical center for any purpose. The Parties further agree that the Consultant shall not be called as or considered a witness. Moreover, in the event that Complainant's allegations against Respondent, and/or the CRD Matter, are not resolved and/or are litigated, the Parties agree that no work performed by the Consultant, recommendations of the Consultant, the Consultant's Preliminary Report, the Consultant's Final Report, or the Parties' communications (in any form) with Consultant may be used as evidence of notice, liability, or for any other litigation-related purpose.
- c. Confidentiality of Materials Provided to Consultant: The Parties agree to maintain the privacy and/or confidentiality of any materials provided to the Consultant in connection with their obligations under this Agreement to the extent permitted by applicable law.
10. Training for DMS: Within sixty (60) days of the Consultant's issuance of the Final Report as outlined in Paragraph 9(a)(vi), Respondent shall submit to the Consultant a proposed online module, or in-person training program/materials, of at least

ninety (90) minutes in length, to be provided by a qualified third-party trainer with demonstrated expertise in disability rights at work, including regarding disability discrimination, employees' right to reasonable accommodation, and a timely good faith interactive process, to be completed by all UCSF DMS Analysts/consultants involved with assessing requests for reasonable accommodation. Upon receipt of the Consultant's input or recommendations, if any, about the proposed training, Respondent will implement the training, which shall be completed by all such UCSF DMS employees, exempting employees on leave, within ninety (90) days of the Consultant's input or recommendations.

11. Training for UCSF Medical Center Administration Supervisors and Managers: Within sixty (60) days of UCSF DMS' completion of the training described in paragraph 10, above, UCSF DMS shall submit to the Consultant a proposed agenda and materials for a training, of at least (90) minutes, regarding disability discrimination, including employees' right to reasonable accommodation and a timely good faith interactive process, and the management of reasonable accommodation requests, to be provided to all UCSF Medical Center Administration supervisors and managers. Within sixty (60) days of receipt of the Consultant's approval of the proposed training, UCSF DMS shall provide the approved training to all UCSF Medical Center Administration supervisors and managers.

- a. Respondent shall provide the training for UCSF Medical Center Administration Supervisors and Managers on three or more alternative dates to maximize attendance.
- b. Respondent shall communicate to UCSF Medical Center Administration Supervisors and Managers that they are encouraged and expected to attend one of the training sessions described in Paragraph 11.
- c. Respondent shall inform the CRD of compliance with Paragraph 11, including subsections (a) and (b), within five (5) days of the date on which the last of the training sessions is completed, including the date of and total number of attendees for each training session, via e-mail to ContactGCU@calcivilrights.ca.gov and to the e-mails of the CRD Attorney(s) assigned to the CRD Matter.

12. Employee Notice. For review and input only, within thirty (30) days of the Consultant's submission of the Final Report, Respondent shall prepare and submit to the Consultant a draft written notice to all UCSF Medical Center Administration employees informing them of their disability-related employment rights, including the right to be free from discrimination and retaliation, and the right to reasonable accommodation and a good faith interactive process. The Employee Notice shall

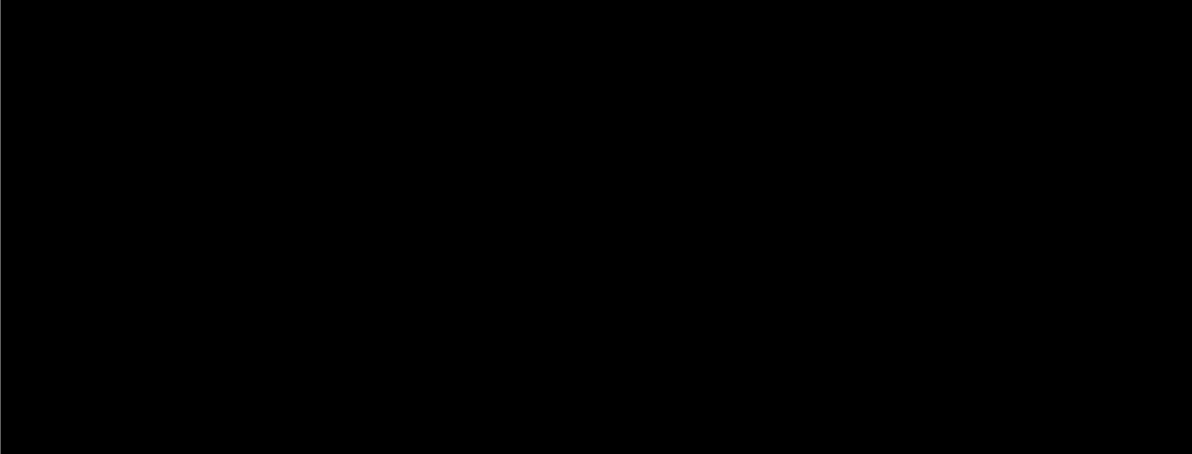
also explain to UCSF Medical Center Administration employees the process for requesting and obtaining approval for a reasonable accommodation. The Respondent shall request that Consultant review and provide input on the Employee Notice regarding information required by this Paragraph to ensure that it is clear and correct based on legal requirements, prior to circulation. Within fifteen (15) business days of receiving the Consultant's input on the Employee Notice, Respondent will circulate the Employee Notice to all UCSF Medical Center Administration employees in a manner consistent with policy notifications.

13. Supervisor/Manager Notice. Within forty-five (45) days of the Consultant's submission of the Final Report, Respondent shall prepare and submit to the Consultant for review and input a draft written notice to all UCSF Department of Medicine supervisors/managers explaining their obligation to receive and respond to employee requests for reasonable accommodation, to engage in a good faith interactive process, and to refrain from retaliation ("Supervisor Notice"). The Supervisor Notice shall:

- a. Explain to UCSF supervisors and managers the process for reviewing and approving employee requests for reasonable accommodation. The Supervisor Notice shall also include a statement explaining that supervisors and managers cannot unilaterally deny requests for reasonable accommodation; any questions or concerns that supervisors or managers may have about an employee's request for reasonable accommodation should be addressed to DMS. The concerns will be resolved through an interactive process as required by law and policy.
- b. Include a statement that unlawful retaliation against those who engage in civil rights-related protected activity, such as requests for reasonable accommodations, is prohibited.
- c. The Supervisor Notice may also include hyperlinks to existing policies concerning disability discrimination, interactive process obligations, reasonable accommodation, and retaliation.

Respondent shall request that the Consultant review the Supervisor Notice for input as to the information required by this Paragraph to ensure it is clear and correct, prior to circulation. Within ten (10) business days of receiving the Consultant's input on the Notice, Respondent will circulate the Notice to all UCSF Medical Center Administration supervisors/managers in a manner consistent with policy notifications.

14.



15. Certification: Every 180 days after the Effective Date, through completion of terms herein, Respondent shall certify in writing to CRD each of the non-monetary terms described in Paragraphs 9 through 13 that they have completed/implemented during the preceding 180-day period. Respondent shall continue these certifications until Respondent has fully complied with Paragraphs 9 through 13. No further certification or reporting will be required upon Respondent's completion of the requirements in Paragraphs 9 through 13. Respondent shall provide these certifications to CRD via e-mail to ContactGCU@calcivilrights.ca.gov and to the e-mails of the CRD Attorney(s) assigned to the CRD Matter.

Modification and Severability

16. This Agreement is the sole and entire Agreement between the Parties regarding the CRD Matter and supersedes all prior agreements, negotiations, and discussions between them relating to the CRD Matter. In signing this Agreement, the Parties have not relied on any other promises, inducements, or representations, other than as expressly set forth in this Agreement.

17. Other than the CRD and Respondent agreeing in writing to extend a deadline specified in this Agreement, any waiver, modification, or amendment of this Agreement must be made in a subsequent written agreement signed by all Parties.

18. If any provision of this Agreement is held to be invalid and/or unenforceable, the remaining provisions of the Agreement will be considered valid and enforceable to the extent permitted by law, as if the invalid and/or unenforceable portion did not exist.

Acknowledgements

19. This Agreement does not prohibit Complainant from testifying, assisting, or participating in an investigation, hearing, or proceeding conducted by any state, local, or federal governmental entity, or from helping other individuals to pursue

their rights. However, with respect to any claim for employment discrimination, failure to accommodate, failure to engage in the interactive process, or retaliation brought to any state, local, or federal governmental entity or agency enforcing civil rights laws, Complainant waives any right to personal injunctive relief and to personal recovery, damages, and compensation of any kind payable by any Respondent with respect to the claims released in Paragraph 5 of this Agreement.

20. Nothing in this Agreement prevents the disclosure of factual information by any Party as specified in California Code of Civil Procedure section 1001.
21. The Parties will maintain the confidentiality of the mediation process leading up to the execution of this Agreement as set forth in the Agreement to Mediate and Confidentiality Agreement that they previously signed.
22. The Parties represent and acknowledge the following:
 - a. They have carefully read and fully understand the provisions of this Agreement;
 - b. They have entered into this Agreement based on their own judgment;
 - c. They understand they have the right to consult with an attorney of their choosing, to seek tax advice, and to review this Agreement with an attorney, tax consultant, and/or benefits counselor prior to signing;
 - d. They have had an opportunity to be represented by legal counsel of their own choice throughout all of the negotiations which preceded this Agreement in connection with the negotiation, preparation, and execution of this Agreement; and
 - e. They have knowingly and freely entered into this Agreement, without coercion.
23. The Parties acknowledge that the CRD does not waive its right to process any other complaints against any Respondent by any other person. The CRD's participation in this Agreement is limited to the particular factual allegations of the underlying CRD Matter. The CRD does not, nor is it able to, waive the rights of any other person who may want to file a complaint of discrimination against any Respondent. Nor is the CRD waiving its right to initiate a Director's Complaint based on allegations that are unrelated to any claims released pursuant to Paragraph 5 above.
24. In signing this Agreement, the Parties acknowledge that neither Respondent nor the CRD, nor any of their agents or employees, has made any representations regarding the characterization of any payment made or the tax consequences of any amounts received pursuant to this Agreement. Each Party agrees to pay any and all federal, state, or local taxes, if any, that Party is required by law to pay with respect to the Settlement Sum paid pursuant to this Agreement.

25. In the event that, at any later date, it is claimed or determined by the IRS or any other taxing authority, court, or tribunal that any payment(s) made to Complainant should have had additional taxes withheld or any taxes paid thereupon, Complainant acknowledges and agrees to be solely responsible for the payment of such taxes or withholdings determined to be due, as well as any interest, additions or penalties based on or added to such taxes or withholdings. A dispute regarding the tax status of this Agreement shall not affect the validity of this Agreement.
26. The Parties further acknowledge that each Party has the right to seek tax or other advice related to how this settlement will affect any public benefits, and to review this Agreement with an attorney or tax consultant, prior to signing.
27. If any Party to this Agreement brings an action in court to enforce this Agreement, the prevailing party shall be entitled to recover their reasonable attorneys' fees and costs, as determined by the court and consistent with applicable law.
28. The Parties agree and understand that the CRD has the authority to investigate compliance with this Agreement; to enforce the Agreement in court; or, in the event of breach of this Agreement by any of the Parties, to reopen the CRD Complaint, continue its investigation, and pursue the CRD Complaint to the full extent of the CRD's legal authority.
29. Respondent acknowledges its affirmative duties under the Fair Employment and Housing Act not to discriminate against employees or applicants and that it is unlawful to retaliate against any person because that person has made a complaint, testified, assisted, or participated in any manner in a proceeding under the Fair Employment and Housing Act, the Equal Pay Act, or Title VII of the federal Civil Rights Act of 1964.
30. Nothing in this Agreement, whether express or implied, is intended to or shall (a) confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties hereto and their respective successors and assigns; (b) relieve or discharge the obligation or liability of any third person to any Party hereto, or (c) give any third person any right of subrogation or action against any Party to this Agreement.
31. This Agreement shall be interpreted under the laws of the State of California.
32. Interpretation; Construction: The headings set forth in this Agreement are for convenience only and shall not be used in interpreting this Agreement. The Parties acknowledge that they have had an opportunity to review and discuss each term of this Agreement with legal counsel, should they choose to do so, and, therefore, the normal rule of construction, which is that any ambiguities in the document are resolved against the drafting party, shall not be employed in the interpretation of this Agreement.

33. This Agreement may be signed in duplicate originals, each of which will be treated as an original and equally admissible in evidence. The Parties agree that the Agreement may be executed and delivered via DocuSign, electronic mail (including PDF), and/or any other electronic signature complying with the U.S. federal E-SIGN Act of 2000 and California's Uniform Electronic Transactions Act (Civ. Code § 1633.1, et. seq.). Any counterpart so executed and delivered shall be deemed valid and enforceable, and fully and validly delivered, for all purposes.

It is so agreed.

Complainant: [Redacted]

Dated: Apr 27, 2026

Signature: [Redacted] Apr 27, 2026 09:18:07 PDT

Respondent: The Regents of the University of California (on its own behalf and on behalf of the University of California San Francisco)

Dated: 5/5/2026

Name: Kevin Confetti

Job Title: DocuSigned by: Associate Vice President and Chief Risk Officer

Signature: Kevin Confetti
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Respondent: The Regents of the University of California (on its own behalf and on behalf of the University of California San Francisco)

Dated: 5/5/2026

Name: William Teeling

Job Title: Principal Counsel, Office of the General Counsel

Signature: Signed by: William Teeling
A9602FCF54894C9...

CRD Legal Division: Shilpa Ram, Senior Staff Counsel

Dated: May 5, 2026

Signature: Shilpa Ram

CRD Legal Division: Alexis Alvarez, Associate Chief Counsel

Dated: **May 5, 2026**

Signature: *Alexis Alvarez*