

## **SETTLEMENT AGREEMENT AND GENERAL RELEASE OF ALL CLAIMS**

### **1. Parties:**

This Settlement Agreement and General Release is entered into between plaintiffs Clare Weber and Anissa Rogers and the Board of Trustees of the California State University.

### **2. Claims:**

- 2.1 Plaintiffs Anissa Rogers and Clare Weber (Plaintiffs) filed an action in the Los Angeles County Superior Court, Case No. 23STCV05549, entitled *Clare Weber, Anissa Rogers v. Board of Trustees of the California State University, Tomas Morales, and Jake Zhu* (the Action).
- 2.2 Plaintiffs also filed claims with the Civil Rights Department entitled: *Anissa Rogers v. Board of Trustees of the California State University, Jake Zhu*, CRD No. 202302-19589203, dated February 3, 2023 and *Clare Weber v. Board of Trustees of the California State University, Tomas Morales*, CRD No. 202302-19588403, dated February 3, 2023; Plaintiff Rogers additionally filed a claim with the Department of Industrial Relations Office, Labor Commissioner's Office, titled, *Anissa Rogers v. Board of Trustees of the California State University*, Case No. WC-CM-920162 (the Claims).
- 2.3 The parties wish to resolve all disputes and claims between them, including those arising from and/or relating to the Action and Claims.

### **3. Settlement Terms:**

- 3.1 This settlement is a compromise of disputed claims and is not an admission by any party of any liability. CSU specifically denies any wrongdoing of any kind whatsoever and enters into this Agreement to buy its peace and to avoid the further costs of litigation.
- 3.2 CSU shall pay Plaintiffs \$12,000,000, in full, final, and complete settlement of all claims, including but not limited to those arising from or relating to the Action and Claims. The settlement funds shall be transmitted to the Rogers Weber Qualified Settlement Fund (EIN 41-4435828) ("QSF") within 60 days of CSU's receipt of this Settlement Agreement and General Release fully-executed by Plaintiffs and any of their counsel. Unless the IRS requires otherwise, no Form 1099 MISC will be issued by CSU in connection with the settlement. Prior to CSU's transmission of the settlement funds, Plaintiff Anissa Rogers and Plaintiff Clare Weber shall provide their counsel with a signed Form W-9 and, in the event the IRS requires CSU to issue Plaintiffs a 1099, Plaintiffs' counsel identified in the Agreement will provide Plaintiffs' completed and signed W-9s to CSU within 5 days of CSU's written request.
- 3.3 Plaintiffs agree that neither plaintiffs nor their attorneys have relied on any representations as to the tax consequences of this Settlement Agreement and General Release. Plaintiffs further agree that if any taxing authority determines that any part of the settlement is taxable, plaintiffs will be solely responsible for all such taxes, and that plaintiffs shall indemnify and hold harmless CSU from liability to any tax authority, and from any claims

made in any administrative or judicial action to collect taxes from CSU. If a proceeding is instituted against CSU, CSU will give plaintiffs notice of the proceedings at their last known address and plaintiffs will be obligated to defend and indemnify CSU.

- 3.4 Plaintiffs agree that they shall be responsible for payment of all liens, including any Medicare, MediCal, medical, or workers' compensation liens. Plaintiffs further agree to assume responsibility for any and all outstanding liens, known or unknown, including worker's compensation liens and medical liens (i.e., Medicare, Medicaid, Medi-Cal, health care provider, insurance, etc.) upon the proceeds of this settlement, and to notify any and all such agencies/entities of the settlement in this matter. In the event that any liens are in force, plaintiffs agree to hold harmless and indemnify CSU and all CSU Released Parties for all said liens, including costs and expenses, and attorney's fees, due to said liens.
- 3.5 Plaintiffs hereby release and forever discharge the State of California and CSU, and each of its agents, attorneys, current and former employees, officers, directors, trustees, auxiliary organizations, insurers, representatives, including Jake Zhu and Tomas Morales, and all persons acting by, through, under or in concert with any of them (collectively referred to as "CSU Released Parties") from any and all manner of claims, actions, obligations, attorneys' fees, damages or liabilities of any kind whatsoever, whether known or unknown, fixed or contingent, which plaintiff may have or claim against CSU Released Parties, or any of them, including, without limiting the generality of the foregoing, any claims in any way arising out of, based upon, or related to Plaintiffs' hiring, employment and separation from employment with CSU, the Action, Claims, Age Discrimination in Employment Act, or the Older Worker Benefit Protection Act. This release does not apply to any rights that Plaintiff have pursuant to any type of retirement or pension benefits including without limitation the California Public Employees' Retirement System (CalPERS) and the CSU 403(b) Supplemental Retirement Plan.
- 3.6 Plaintiffs acknowledge the provisions of California Civil Code section 1542, which they expressly waive. 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 released party.**
- 3.7 Plaintiffs agree to dismiss the Action with prejudice by within five days of transmission of the settlement funds, and to take, or cause their counsel to take, all further steps and execute all other documents, including the forms described in paragraph 3.2, reasonably necessary to accomplish the dismissal. Plaintiffs agree that judgment shall not be entered in the Action prior to dismissal with prejudice. The parties shall bear their own costs, expenses, and attorney fees.
- 3.8 Plaintiffs agree to withdraw all existing Claims by sending letters requesting that the Claims be formally withdrawn within five days of CSU's transmission of the settlement

funds; except that, in the case of an EEOC charge, plaintiffs shall notify the EEOC that their claims have been settled.

- 3.9 Plaintiff Clare Weber agrees to provide her irrevocable resignation to CSU within two days of the submission of her grades for the classes for which she is responsible in connection with the Spring 2026 term, provided that settlement funds are transmitted to the Rogers Weber Qualified Settlement Fund as provided in paragraph 3.2.
- 3.10 Plaintiffs and their attorneys agree not to disclose the fact of this Settlement Agreement and General Release until 24 hours after this document has been executed by all Plaintiffs and their counsel and transmitted to CSU's counsel.
- 3.11 Plaintiffs acknowledge that they have been represented by counsel and that they have read and understand the content of this Settlement Agreement and General Release and have voluntarily entered into it.
- 3.12 This Settlement Agreement and General Release shall be interpreted under the laws of the State of California.
- 3.13 Should it be determined by a court that any term of this Settlement Agreement and General Release 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.
- 3.14 The Parties declare and represent that no promise, inducement or agreement not discussed in this Agreement has been made between them, and that this Agreement constitutes the entire understanding and agreement of the parties and supersedes all prior or contemporaneous agreements or understandings. Modifications and/or amendments to this Agreement must be in writing signed by all Parties.
- 3.15 This Settlement Agreement and General Release may be signed in counterparts and by electronic means.

Dated: March 22, 2026



Plaintiff Clare Weber

Dated: March 20, 2026



Plaintiff Anissa Rogers

Dated: March 23, 2026



Defendant Board of Trustees of the California State University

By: Samuel Sudhakar

Its: Vice President and Chief Financial Officer for California State University San Bernadino

Approved as to form:

Dated: March 20, 2026



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David deRubertis  
Andrew H. Friedman  
Courtney Abrams  
Attorney for Plaintiffs Clare Weber and Anissa Rogers

Dated: March 23, 2026



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Michael Healy  
Attorney for Defendant Board of Trustees of the California  
State University