

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims (“**AGREEMENT**”) is made between Yael Nativ (“**EMPLOYEE**”) and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (“**REGENTS**”) (each a “**PARTY**” and together the “**PARTIES**”).

RECITALS

A. **EMPLOYEE** was a visiting faculty member hosted by The University of California, Berkeley’s (“UC Berkeley’s”) Helen Diller Institute, and taught a class during UC Berkeley’s spring 2022 semester in the Department of Theatre, Dance, and Performance Studies;

B. On or about December 31, 2023, UC Berkeley’s Office for the Prevention of Harassment and Discrimination (“OPHD”) received a report alleging that a UC Berkeley professor and department chair had discriminated against **EMPLOYEE** based on her Israeli national origin;

C. On or about September 20, 2024, after conducting an investigation, OPHD informed **EMPLOYEE** that it had found the complaint of national origin discrimination against her substantiated by a preponderance of the evidence and in violation of the University of California Anti-Discrimination Policy;

D. On or about August 19, 2025, **EMPLOYEE** initiated an action against the **REGENTS** and unknown Doe defendants in the Superior Court of the State of California, County of Alameda, Case No. 25CV137941 (“the **ACTION**”), alleging one cause of action for national origin discrimination under the California Fair Employment and Housing Act (FEHA); one cause of action for failure to prevent discrimination under FEHA; and one cause of action for national origin discrimination under section 66270 of the California Education Code;

E. The **REGENTS** denies liability;

F. In order to avoid the substantial expense and inconvenience of further litigation, the **PARTIES** now desire to fully and finally settle all claims on the terms set forth in this **AGREEMENT**. This includes all claims asserted in the **ACTION**, all issues that were raised or could have been raised in the **ACTION** and any claims or potential claims arising from any transactions or occurrences to date between **EMPLOYEE**, on the one hand, and the **REGENTS**, on the other hand.

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, IT IS HEREBY AGREED AS FOLLOWS:

1. Payment. In exchange for the promises and warranties of **EMPLOYEE**, as set forth herein, the **REGENTS** shall pay the total sum of \$116,000 (the “**SETTLEMENT PAYMENT**”), with \$60,000 paid to **EMPLOYEE** and \$56,000 in attorneys’ fees and costs paid to **EMPLOYEE**’s attorneys, The Louis D. Brandeis Center for Human Rights Under Law (“**BRANDEIS CENTER**”) and Olivier & Schreiber PC. The **REGENTS** shall issue the **SETTLEMENT PAYMENT** in two checks, one payable to **EMPLOYEE** and one payable to the **BRANDEIS CENTER**, within 40 days of the **PARTIES**’ execution of this **AGREEMENT**. Both checks shall be mailed to the **BRANDEIS CENTER** at: 1717 Pennsylvania Ave., NW, Suite 1025, Washington, D.C. 20006. The **REGENTS** will issue IRS 1099 forms to **EMPLOYEE** and the **BRANDEIS CENTER** for their respective shares of the **SETTLEMENT PAYMENT**. It is understood and agreed that the foregoing **SETTLEMENT PAYMENT** will not be considered compensation for any University purpose, including, but not limited to, calculation of retirement or other benefits.

2. Acknowledgment of Policy. In exchange for the promises and warranties of **EMPLOYEE**, as set forth herein, UC Berkeley affirms that an employee violated UC Berkeley’s policy against discrimination with respect to **EMPLOYEE**. UC Berkeley further affirms that UC Berkeley’s policies do not permit discrimination based upon Israeli national origin or Israeli citizenship, and that it will enforce its policies based on that understanding.

3. Enforcement of Policy. In exchange for the promises and warranties of **EMPLOYEE**, as set forth herein, UC Berkeley affirms that it will enforce its policies against discrimination, including discrimination against **EMPLOYEE** and others, as appropriate, based on Israeli national origin or Israeli citizenship. UC Berkeley further affirms that it will, consistent with the University of California’s Anti-Discrimination Policy, “respond promptly and equitably to [] reports” of Prohibited Conduct as defined in that Policy, including by taking “appropriate action to stop, prevent, and remedy the Prohibited Conduct and, when appropriate, to impose corrective action/disciplinary measures.”

4. Future Course. In exchange for the promises and warranties of **EMPLOYEE**, as set forth herein, UC Berkeley will invite **EMPLOYEE** to teach the course at UC Berkeley that she would have taught in Fall 2024 during the next semester of her choosing, either Spring Semester 2026, Fall Semester 2026, Spring Semester 2027 or Fall Semester 2027, and will compensate her at the standard rate for the course that she teaches.

5. Apology. In exchange for the promises and warranties of **EMPLOYEE**, as set forth herein, the Chancellor of UC Berkeley, Rich Lyons, will personally apologize to **EMPLOYEE** for the discrimination against her, either in person or on a Zoom or phone call, at a time and date to be arranged between Chancellor Lyons and **EMPLOYEE**,

within 30 days of the **EFFECTIVE DATE** of this **AGREEMENT** unless they mutually agree to a later date.

6. Dismissal. In exchange for the mutual promises and warranties herein, **REGENTS** and **EMPLOYEE** agree to prepare and file a joint stipulation dismissing the **ACTION** with prejudice. **EMPLOYEE** agrees to file the stipulation promptly after the **PARTIES** have executed this **AGREEMENT** and all payments under the **AGREEMENT** have been made to **EMPLOYEE** and her counsel.

7. Joint Statement. In exchange for the mutual promises and warranties as set forth herein, **REGENTS** and **EMPLOYEE**'s counsel the **BRANDEIS CENTER** shall each publicly issue a statement that includes the jointly agreed upon language attached hereto as Exhibit A, upon the dismissal of the lawsuit. **REGENTS** shall post its statement including the joint language to the UC Berkeley website. The **BRANDEIS CENTER** shall include the joint language as part of a press release posted on its website. Each **PARTY**'s statement shall indicate that the joint language is a joint statement by the **PARTIES**. Nothing in this **AGREEMENT** shall prevent the **PARTIES** or their counsel from otherwise publicly commenting on the terms of this Agreement truthfully and accurately or on their views thereof.

8. General Release of All Claims. Upon the **EFFECTIVE DATE** and the **REGENTS**' payment of the **SETTLEMENT PAYMENT**, in exchange for the promises and warranties of the **PARTIES** as set forth herein, each **PARTY** shall fully, irrevocably and absolutely release and discharge the other **PARTY**, as well as any other present or former employees, officers, agents, attorneys, affiliates, successors, assigns and all other representatives of the **PARTIES** (collectively, "**RELEASED PARTIES**"), from any and all causes of action, judgments, liens, indebtedness, damages, losses, claims (including attorneys' fees and costs), liabilities and demands of whatsoever kind and character that the **PARTIES** may now or hereafter have against the **RELEASED PARTIES** arising from incidents or events occurring on or before the **EFFECTIVE DATE** of this **AGREEMENT** that relate to, arise out of, or are in any way connected to the allegations in the **ACTION** or **EMPLOYEE**'s potential employment with **REGENTS** prior to the **EFFECTIVE DATE** including the employment conditions and separation from employment, and 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, and these claims shall collectively be referred to hereafter as "**RELEASED CLAIMS**." **RELEASED CLAIMS** do not include claims arising from the rights and obligations under this **AGREEMENT**. **RELEASED CLAIMS** include, without limitation, any claims under the laws of contract or tort, the common law, the state or federal Constitution, any 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 Americans with Disabilities Act, and

the Age Discrimination in Employment Act), any policy of the **REGENTS** or the University of California, or any collective bargaining agreement. **RELEASED CLAIMS** include all claims for physical injuries, illness, damage or death, and all claims for attorneys' fees, costs, and expenses. Notwithstanding the foregoing, **RELEASED CLAIMS** shall not include any other claims that cannot lawfully be waived or released by private agreement.

9. 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 the **PARTIES** 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.

10. 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 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.

The **PARTIES** acknowledge that they have read all of this **AGREEMENT**, including the above Civil Code section, and that they fully understand both the **AGREEMENT** and the Civil Code section. The **PARTIES** waive any benefits and rights granted to them pursuant to Civil Code section 1542.

11. No Prior Assignments or Liens. The **PARTIES** respectively represent and warrant that each of them has not assigned to any other person or entity any of the **RELEASED CLAIMS**. The **PARTIES** further represent and warrant that each of them has not, directly or indirectly, caused any liens or claims to be placed on any of the amounts being paid by the **REGENTS** as provided in this **AGREEMENT** and further represent and warrant that each of them is not aware of the existence of any such liens. Each **PARTY** agrees to defend, indemnify and hold the other **PARTY** 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.

12. No Liability. By entering into this **AGREEMENT**, neither the **REGENTS** nor **EMPLOYEE** nor any of the other **RELEASED PARTIES** admit any liability in the **ACTION** or otherwise in connection with 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**, **EMPLOYEE**, or any of the other **RELEASED PARTIES**, except a proceeding to enforce this **AGREEMENT**.

13. Covenant Not to Sue. Except to enforce rights or obligations arising from this **AGREEMENT**, each **PARTY** agrees, to the fullest extent permitted by law, not to initiate or file a lawsuit or internal University proceeding to assert any **RELEASED CLAIMS**. If any such action is brought, this **AGREEMENT** will constitute an Affirmative Defense thereto, and the **PARTY** and any other **RELEASED PARTIES** named in such action shall be entitled to recover reasonable costs and attorneys' fees incurred in defending against any **RELEASED CLAIMS**.

Nothing in this **AGREEMENT** shall affect the rights and responsibilities of the U.S. Equal Employment Opportunity Commission ("EEOC") or the California Civil Rights Department ("CRD") to enforce Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment and Housing Act, as amended, or any other applicable law. Nor shall anything in this **AGREEMENT** be construed as a basis for interfering with **EMPLOYEE'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. Notwithstanding the foregoing, if the EEOC or any other state, federal or local government entity commences a lawful investigation or issues a complaint on **EMPLOYEE's** behalf, **EMPLOYEE** specifically waives and releases **EMPLOYEE'S** right, if any, to recover any monetary or other benefits of any sort whatsoever in connection with that investigation or administrative proceeding and further agrees not to seek reinstatement to University employment through such a proceeding.

14. Acknowledgment of Payment of Compensation/Benefits: **EMPLOYEE** acknowledges and affirms that **EMPLOYEE** has been paid and/or has received any and all wages, benefits and compensation to which **EMPLOYEE** is entitled as a result of **EMPLOYEE'S** employment with the **REGENTS** to date, including but not limited to, accrued but unused vacation time. Nothing in this paragraph relates to the **SETTLEMENT PAYMENT**.

15. Attorneys' Fees and Costs. **EMPLOYEE** and the **REGENTS** and any other **RELEASED PARTIES** agree to bear their own attorneys' fees and expenses incurred in connection with the **ACTION** and/or any **RELEASED CLAIMS**, except as otherwise set forth herein. Nothing in this paragraph relates to claims that may arise in the future which are not released by this **AGREEMENT**.

16. Tax Consequences. The **REGENTS** has made no representation about and takes no position on the tax consequences of this **AGREEMENT**. A dispute regarding the tax status of this **AGREEMENT** shall not affect the validity of this **AGREEMENT**. **EMPLOYEE** has had an opportunity to discuss the potential tax consequences of this

AGREEMENT with **EMPLOYEE'S** own counsel and agrees to indemnify and hold harmless the **REGENTS** from any and all costs and assessments, including, but not limited to, delinquent taxes, penalties and/or assessments levied against the **REGENTS** for the **EMPLOYEE'S** portion of any such taxes as a result of actions taken by the **REGENTS** pursuant to this **AGREEMENT**.

17. The Applicability of California Public Records Act. The **PARTIES** acknowledge that the **REGENTS** is subject to the California Public Records Act ("CPRA") and that this **AGREEMENT** and other documents, or portions thereof, underlying the **ACTION** may constitute public records of a type that is generally required to be disclosed upon request, to the extent such disclosure is also consistent with the University's obligations under the law.

18. Older Workers Benefit Protection Act. It is the intention of the **PARTIES** that the releases contained in this **AGREEMENT** comply with the provisions of the Older Workers Benefit Protection Act (29 U.S.C. § 626(f)) and thereby effectuate the release by **EMPLOYEE** of any potential claims under the federal Age Discrimination in Employment Act ("ADEA"). Accordingly, **EMPLOYEE** agrees as follows: (i) **EMPLOYEE** has carefully reviewed this **AGREEMENT**, and understands the terms and conditions it contains; (ii) **EMPLOYEE** has been advised of the right to consult any attorney or representative of **EMPLOYEE'S** choosing to review this **AGREEMENT**; (iii) **EMPLOYEE** is receiving consideration that is above and beyond anything of value to which **EMPLOYEE** is already entitled; (iv) **EMPLOYEE** does not waive right or claims that may arise after the date on which **EMPLOYEE** executes this **AGREEMENT**; (v) **EMPLOYEE** has had twenty-one (21) days to consider whether to agree to the terms and conditions set forth in this **AGREEMENT**. **EMPLOYEE** may sign this **AGREEMENT** sooner, but in doing so, **EMPLOYEE** acknowledges that the decision to sign was **EMPLOYEE'S** alone and, as a result, **EMPLOYEE** has voluntarily waived the balance of the 21-day review period.

19. Seven-Day Revocation Period and Effective Date. **EMPLOYEE** shall have seven (7) days after executing this **AGREEMENT** to reconsider and revoke the release of ADEA claims under this **AGREEMENT**. Any such revocation must be in writing and delivered to Munger, Tolles & Olson LLP no later than the seventh (7th) day following **EMPLOYEE'S** execution of this **AGREEMENT**. This **AGREEMENT** shall not become effective or enforceable until the seven-day revocation period has expired, or until the date of the last signature on this **AGREEMENT**, whichever is later ("**EFFECTIVE DATE**"). If **EMPLOYEE** revokes the release of ADEA claims under this **AGREEMENT**, the **REGENTS** will have the option to: (a) continue to accept the **AGREEMENT**, accepting that there is no release of ADEA claims, or (b) revoke, cancel, nullify, or rescind the entire **AGREEMENT**, and in such case, the **AGREEMENT** shall not be effective or enforceable, **EMPLOYEE** will not receive the consideration described herein, and **EMPLOYEE** agrees that the statute of limitations

has not been tolled or precluded under any theory (including, but not limited to, equitable tolling, equitable estoppel, equitable excuse, the continuing violations theory, the delayed discovery rule) for any reason, including the fact that the **PARTIES** engaged in settlement negotiations.

20. 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, without regard to conflicts of laws provisions. The **PARTIES** agree that any action to enforce any term of this **AGREEMENT** shall be filed in the Superior Court of California, County of Alameda. Accordingly, the **PARTIES** also agree to submit to the jurisdiction of the State of California for any action to enforce any term of this **AGREEMENT**.

21. 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.

22. Modifications. This **AGREEMENT** may be amended only by a written instrument executed by all **PARTIES** hereto.

23. 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**.

24. 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 **EMPLOYEE** and **EMPLOYEE'S** counsel have fully participated in the negotiation of its terms. **EMPLOYEE** acknowledges that **EMPLOYEE** has had an opportunity to review and discuss each term of this **AGREEMENT** with legal counsel 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**.

25. 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.

26. Binding Effect. This **AGREEMENT** shall bind the heirs, personal representatives, successors, and assigns of each **PARTY**, and it shall inure to the benefit of each **PARTY** and their respective heirs, successors, and assigns.

27. 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. The signing of a facsimile or .pdf copy shall have the same force and effect as the signing of an original, and a facsimile or .pdf signature shall be deemed an original and valid signature.

28. Advice of Counsel. The **PARTIES** declare and represent that they are executing this **AGREEMENT** with full advice from their respective legal counsel, that they intend that this **AGREEMENT** shall be complete and shall not be subject to any claim of mistake, that the releases herein express a full and complete release and that, 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.

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

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

Dated: December 6, 2025

By:



Dr. Yael Nativ

Dated: December 8, 2025

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By:

DocuSigned by:



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Principal Counsel

Office of the General Counsel

ACKNOWLEDGED:

Dated: 12/8/2025

By:

DocuSigned by:



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Associate Vice President and Chief Risk Officer

University of California

EXHIBIT A

Today, the Louis D. Brandeis Center for Human Rights Under Law and UC Berkeley announced a settlement to resolve the discrimination claims brought forward by an Israeli researcher against the University. UC Berkeley's own investigation last year found that discrimination had occurred, but the harm done to Dr. Yael Nativ was not addressed prior to the Brandeis Center's lawsuit.

The lawsuit alleged that a UC Berkeley department chair declined Dr. Yael Nativ's application to teach because she was Israeli, a complaint substantiated by UC Berkeley's Office for the Prevention of Harassment & Discrimination (OPHD). As part of the settlement, UC Berkeley publicly acknowledges the violation of UC Berkeley's policy against discrimination with regard to Dr. Nativ and commits to rigorously enforce this policy to prevent recurrence.

When the discrimination against Dr. Nativ was reported to UC Berkeley's OPHD, the Office opened an investigation and found that Dr. Nativ was the victim of discrimination in violation of the University of California's Anti-Discrimination Policy, which prohibits discrimination, including discrimination based on Israeli national origin or Israeli citizenship. In resolution of the Brandeis Center's lawsuit filed on behalf of Dr. Nativ, UC Berkeley has agreed to take the necessary actions to address this issue.

As part of the settlement, UC Berkeley has agreed to continue to strictly enforce the University of California's Anti-Discrimination Policy and "respond promptly and equitably to reports" of Prohibited Conduct as defined in that Policy, including by taking "appropriate action to stop, prevent, and remedy the Prohibited Conduct and, when appropriate, to impose corrective action/disciplinary measures." Dr. Nativ will receive a personal apology from UC Berkeley's Chancellor Rich Lyons and monetary damages in the amount of \$60,000, a portion of which she has decided to donate to a charitable organization. In addition, UC Berkeley will invite Dr. Nativ to teach the course she was not invited to teach—and which she successfully taught during a previous semester at UC Berkeley—in a semester of her choosing. The excellence of Dr. Nativ's teaching was never in question, and UC Berkeley appreciates Dr. Nativ's willingness to teach the course despite the discrimination that OPHD found to have occurred.