

## SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

Sept. This Settlement Agreement and Release of Claims ("Agreement") is entered into as of July 3, 2019, by and between [REDACTED]

[REDACTED], on one hand, and THE CITY UNIVERSITY OF NEW YORK ("CUNY"), DR. JEFFREY HIETIKKO-PARSONS ("Respondent Parsons"), and CHRISTOPHER HIETIKKO-PARSONS ("Respondent Hietikko"), on the other hand. The Claimants, CUNY, Respondent Parsons, and Respondent Hietikko are collectively referred to herein as the "Parties."

WHEREAS, each Claimant works or formerly worked at the Center for HIV Educational Studies & Training ("CHEST"), which is now known as PRIDE Health Research Consortium, of which Respondent Parsons was the Director until May 2018;

WHEREAS, the Claimants have asserted allegations against Respondent Parsons of certain misconduct in connection with each Claimant's work with Respondent Parsons at CHEST, including allegations by [REDACTED] that Respondent Parsons and another individual physically assaulted [REDACTED]

WHEREAS, certain Claimants have asserted allegations against Respondent Hietikko of certain misconduct in connection with Respondent Hietikko's involvement at CHEST;

WHEREAS, the Claimants have asserted that CUNY is liable in connection with Respondent Parsons' alleged misconduct;

WHEREAS, CUNY, Respondent Parsons, and Respondent Hietikko deny and dispute the Claimants' allegations;

WHEREAS, in order to avoid the substantial expense and inconvenience of litigation, the parties wish to resolve finally, completely, and forever settle all disputes concerning allegations asserted by each Claimant, and any claims or potential claims arising from any transactions or occurrences to date between each Claimant, on the one hand, and CUNY, Respondent Parsons, and Respondent Hietikko, on the other hand;

WHEREAS, each Claimant represents that he or she fully understands the meaning of this Agreement, and that, as a consequence of signing it, the Claimant is giving up any and all rights that he or she otherwise might have under any agreement or applicable law; and

WHEREAS, each Claimant, Respondent Parsons, and Respondent Hietikko represent that they enter into this Agreement freely and voluntarily;

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth herein, the Parties agree as follows:

1. **Consideration.** As consideration for each of the mutual covenants and promises contained in this Agreement, CUNY shall pay to the Claimants a total sum of \$900,000.00, and

Respondent Parsons and Respondent Hietikko shall jointly pay a total sum of \$75,000.00, to be allocated as follows:

- 1.1 Claimant [REDACTED]
  - (a) CUNY, through Hunter College, shall provide [REDACTED] with a payment equal to \$18,500.00.
  - (b) CUNY, through Hunter College, shall provide [REDACTED] legal counsel, Mirer Mazzocchi & Julien, PLLC, with a payment equal to \$119,200.00 for attorneys' fees that [REDACTED] has incurred in this matter.
- 1.2 Claimant [REDACTED]
  - (a) CUNY, through Hunter College, shall provide [REDACTED] with a payment equal to \$389,000.00.
  - (b) CUNY, through Hunter College, shall provide [REDACTED] legal counsel, Mirer Mazzocchi & Julien, PLLC, with a payment equal to \$193,300.00 for attorneys' fees that [REDACTED] has incurred in this matter.
- 1.3 Claimant [REDACTED]
  - (a) CUNY, through Hunter College, shall provide [REDACTED] with a payment equal to \$60,000.00.
  - (b) Respondent Parsons and Respondent Hietikko shall jointly provide [REDACTED] with a payment equal to \$25,000.00.
- 1.4 Claimant [REDACTED]
  - (a) CUNY, through Hunter College, shall provide [REDACTED] with a payment equal to \$60,000.00.
  - (b) Respondent Parsons and Respondent Hietikko shall jointly provide [REDACTED] with a payment equal to \$25,000.00.
- 1.5 Claimant [REDACTED]
  - (a) CUNY, through Hunter College, shall provide [REDACTED] with a payment equal to \$60,000.00.
  - (b) Respondent Parsons and Respondent Hietikko shall jointly provide [REDACTED] with a payment equal to \$25,000.00.

**2. Terms of Payment.**

- 2.1 CUNY, through Hunter College, will make the payments set forth in Section 1 within thirty (30) calendar days of the Effective Date, as set forth in Paragraph 4,

following receipt by CUNY of an executed Form W-9 from each Claimant and from Mirer Mazzocchi & Julien, PLLC. The above-described payments will be made by checks payable to each Claimant and to Mirer Mazzocchi & Julien, PLLC, respectively.

- 2.2 The payments described above made by CUNY, through Hunter College, will be reported to taxing authorities, to the Claimants, and to the Claimants' legal counsel on a Form 1099. The payments will be made in satisfaction of any and all allegations and claims brought by the Claimants, including, but not limited to, claimed emotional distress by all Claimants and claimed physical assault by [REDACTED]
- 2.3 By August 19, 2019, Respondent Parsons and Respondent Hietikko will jointly deposit a total of \$75,000.00 into an Interest On Lawyer Account ("IOLA") administered by Covington & Burling LLP. CUNY will instruct its counsel, Covington & Burling LLP, to disburse the money following receipt of an executed Form W-9 from [REDACTED] and in accordance with the procedures set forth in Section 4. The payment will be remitted to [REDACTED] in the amounts specified in Sections 1.3 to 1.5 on or around the same day in which CUNY makes its payments to the Claimants as specified in Sections 1.1 to 1.5 of this Agreement.

Following the transfer of funds from the IOLA, if this Agreement fails to take effect or otherwise becomes null and void, [REDACTED] each agree to promptly return the full amount of monies received from the IOLA to Respondent Parsons and Respondent Hietikko.

- 2.4 CUNY, Respondent Parsons, and Respondent Hietikko shall have no responsibility for any other costs, including any attorneys' fees and expenses.
- 2.5 The Parties agree that the above-described payment amounts do not reflect the views of CUNY, Respondent Parsons, or Respondent Hietikko as to their potential liability to any of the Claimants, nor do the payment amounts reflect any assessment or determination as to the relative merits or strengths of each Claimant's allegations.

3. **Release.**

- 3.1 For and in consideration of the settlement payments by CUNY (through Hunter College) referenced in Sections 1.1, 1.2, 1.3(a), 1.4(a), and 1.5(a) and other good and valuable consideration, the sufficiency of which is acknowledged, each Claimant (on behalf of the Claimant's self, heirs, executors, administrators, successors, and assigns) releases and forever discharges CUNY (including CUNY's Hunter College, the Graduate Center of CUNY, and CUNY's present and former principals, officers, directors, executives, members, trustees, affiliates, employees, agents, attorneys, subdivisions, colleges, units, institutions, administrators, predecessors, successors, and assigns, whether in their individual or official capacities), from all manner of actions, injuries, proceedings, liabilities, rights, causes of-action, charges, grievances, suits, debts, obligations, dues, sums

of money, accounts, contracts, controversies, agreements, promises, damages, judgments, claims, costs, expenses, and demands whatsoever, direct or indirect, known or unknown, discovered or undiscovered, that each Claimant ever had, now has, or shall or may have in the future, against CUNY for or by reason of any act, transaction, occurrence, omission, cause, matter or thing up to and including the date of this Agreement, which shall for all purposes in this Agreement be the date set forth above.

This means that the Claimants give up these claims to the fullest extent permitted by law, including but not limited to: (a) claims concerning any express or implied employment contracts, policies of CUNY, covenants or duties; (b) claims based on the allegations concerning an incident involving Respondent Parsons on or around May 4, 2018; (c) claims for assault, battery, intentional/negligent infliction of emotional distress, negligence including negligent hiring/retention/supervision, personal injury, or any other federal, state, local or common law claims; (d) claims of discrimination or harassment, whether asserted or unasserted, based on gender, gender identity or expression, perception of a protected characteristic, sex, sexual orientation, race, national origin, or other legally protected status; (e) any other claims under any national, federal, state, or local statute promulgated under the laws of any jurisdiction, including but not limited to New York Consolidated Laws: New York State Human Rights Law; New York City Human Rights Law; or other equivalents thereto, each as amended; and (f) claims for any attorneys' fees, other costs or expenses (whether known or unknown, foreseen or unforeseen) in relation to any or all the above-referred matters.

- 3.2 For and in consideration of the settlement payments by Respondent Parsons and Respondent Hietikko referenced in Sections 1.3(b), 1.4(b), and 1.5(b), each Claimant (on behalf of the Claimant's self, heirs, executors, administrators, successors, and assigns) releases and forever discharges Respondent Parsons and Respondent Hietikko (including any heirs, executors, administrators, successors, and assigns of Respondent Parsons or Respondent Hietikko) from all manner of actions, injuries, proceedings, liabilities, rights, causes of action, charges, grievances, suits, debts, obligations, dues, sums of money, accounts, contracts, controversies, agreements, promises, damages, judgments, claims, costs, expenses, and demands whatsoever, direct or indirect, known or unknown, discovered or undiscovered, that each Claimant ever had, now has, or shall or may have in the future, against Respondent Parsons, Respondent Hietikko, and/or Mindful Designs (which is owned by Respondent Hietikko), for or by reason of any act, transaction, occurrence, omission, cause, matter or thing up to and including the date of this Agreement.

This means that the Claimants give up these claims to the fullest extent permitted by law, including but not limited to: (a) claims concerning any express or implied employment contracts, policies of CUNY, covenants or duties; (b) claims based on the allegations concerning an incident involving Respondent Parsons on or around May 4, 2018; (c) claims for assault, battery, intentional/negligent infliction of emotional distress, negligence including negligent hiring/retention/supervision, personal injury, or any other federal, state, local or common law claims; (d) claims of discrimination or harassment, whether asserted or unasserted, based on

gender, gender identity or expression, perception of a protected characteristic, sex, sexual orientation, race, national origin, or other legally protected status; (e) any other claims under any national, federal, state, or local statute promulgated under the laws of any jurisdiction, including but not limited to New York Consolidated Laws; New York State Human Rights Law; New York City Human Rights Law; or other equivalents thereto, each as amended; and (f) claims for any attorneys' fees, other costs or expenses (whether known or unknown, foreseen or unforeseen) in relation to any or all the above-referred matters.

- 3.3 Effective simultaneously with the releases in Sections 3.1 and 3.2, CUNY, Respondent Parsons, and Respondent Hietikko release each other from any claims, charges, debts, liabilities, demands, rights, obligations, promises, agreements, costs, expenses (including without limitation attorneys' fees), damages, and causes of action that CUNY, Respondent Parsons, or Respondent Hietikko may have against each other with respect to the payments made to the Claimants only and will not seek to hold the other liable for any portion of such payments. This release does not apply to any claims, charges, debts, liabilities, demands, rights, obligations, promises, agreements, costs, expenses (including without limitation attorneys' fees), damages, and causes of action that CUNY, Respondent Parsons, or Respondent Hietikko may have against each other in connection with any individuals other than the Claimants or in connection with any other matter. For the avoidance of doubt, this release does not apply to any disciplinary proceeding that will be, or has been, initiated by CUNY against Respondent Parsons.
- 3.4 The foregoing shall not release, waive, or discharge any Parties' rights or obligations under this Agreement including the right to enforce this Agreement. Notwithstanding the above, the Parties do not intend to and do not release any claims based on any events that occur after the date of this Agreement.

4. **Facilitation of Settlement.** The Parties understand and agree that Vivien B. Shelanski, Esq. of JAMS (the "Mediator") is facilitating the execution of this Agreement, pursuant to an arrangement between the Mediator and the Parties. The Parties acknowledge that the Mediator is also facilitating the execution of a separate settlement agreement between the Claimants and a non-party to this Agreement (the "Non-Party Respondent"). Each Party agrees to provide the Mediator with three (3) original, fully executed copies of the Agreement immediately upon each Party's signing of the Agreement. Upon Respondent Parsons's and Respondent Hietikko's payment of \$75,000.00 to the IOLA pursuant to Section 2.3 (the "Deposit"), CUNY will instruct its counsel, Covington & Burling LLP, to advise the Mediator in writing that the IOLA contains the Deposit. The Agreement shall immediately take effect and shall be valid, binding, and enforceable as against all Parties on the date in which all of the following events occur (the "Effective Date"): (1) the Mediator receives three signed original copies of the Agreement from all Parties; (2) the Mediator receives two signed original copies of a separate agreement between the Claimants and a non-party respondent (the "Non-Party Agreement") from all parties to that agreement; (3) the Mediator receives written notice from Covington & Burling LLP that the Deposit has been made in accordance with Section 2.3; (4) the expiration of the seven-day revocation period set forth in the Non-Party Agreement without [REDACTED] having exercised [REDACTED] revocation right; and (5) the expiration of the seven-day revocation period set forth in the Non-Party Agreement without any of [REDACTED], or

██████████ having exercised his or her revocation right. The Parties further agree to permit the Mediator to distribute a fully executed copy of the Agreement to each Party on the Effective Date.

5. **Liability for Payment of Taxes.** The Claimants agree that CUNY is providing no representations or advice regarding the tax consequences of the consideration provided to the Claimants under this Agreement. It is further understood and agreed that any taxes, or interest or penalties on taxes, on the amounts specified in Section 1 of the Agreement shall be the sole and complete responsibility of the Claimants (and the Claimants' legal counsel for sums paid to the counsel), and that the Claimants and Claimants' legal counsel shall have no claim, right or cause of action against CUNY (including, but not limited to, any of CUNY's colleges, units, officials, employees, trustees, or agents, whether in their individual or official capacities), and/or against Respondent Parsons or Respondent Hietikko, on account of such taxes, interest or penalties. Each Claimant will provide tax indemnification to CUNY for the payments set forth in Section 1 of the Agreement. Claimant further agrees that the Claimants will be wholly responsible for any reporting requirements for all payments made under this Agreement, except that CUNY will comply with all reporting requirements to the extent required by law or otherwise in accordance with CUNY's regular practices.

6. **Cooperation.** At any time following the execution of the Agreement, each Claimant will provide such information as CUNY may reasonably request with respect to any CUNY matter in which the Claimant was involved or about which the Claimant has knowledge related to the Claimant's work at CHEST. The Claimants agree to assist and cooperate with CUNY in connection with the initiation, prosecution or investigation of disciplinary charges or any other claim or matter that may be made against, concerning, or by CUNY. Such assistance and cooperation shall include timely, comprehensive, and truthful disclosure of all relevant facts known to the Claimant, review and collection of documents or other data, and participation as a witness in any proceedings without the necessity of a subpoena.

7. **No Action or Proceeding Commenced; Covenant Not to Sue.** The Claimants represent and warrant that they have not commenced, maintained, or prosecuted any action, charge, complaint, grievance, or proceeding of any kind against CUNY (including, but not limited to, any of CUNY's colleges, units, officials, employees, trustees, or agents, whether in their individual or official capacities) and/or against Respondent Parsons or Respondent Hietikko, in any court or before any administrative or investigative body or agency, will withdraw any such pending charge, complaint, grievance, or proceeding, and, to the extent permitted by law, they will not commence such action, charge, complaint, grievance, or proceeding. In the event that any governmental agency begins an investigation or takes any other action relating to any complaints or charges previously filed by the Claimants against Hunter College or CUNY, the Claimants agree to immediately provide written notice to the appropriate agency(ies) of the Claimant's withdrawal of the complaint or charge. Nothing herein shall prevent the Claimants from filing a charge with the Equal Employment Opportunity Commission ("EEOC") or from participating in any investigation, hearing, or proceeding conducted by the EEOC or a state or local employment practices agency; however, the Claimants agree that they will not seek any monetary recovery from CUNY, Respondent Parsons, or Respondent Hietikko in connection with any EEOC charge or proceeding conducted by the EEOC or by an equivalent state or local agency.

This promise not to sue is separate from and in addition to the Claimants', Respondent Parsons's, Respondent Hietikko's, and CUNY's promises in Section 3 of this Agreement. The Claimants further covenant not to advise or support any third party in bringing suit against CUNY, Respondent Parsons, or Respondent Hietikko in any judicial or quasi-judicial forum.

8. **Medicare Representation.** The Claimants represent that they are not a Medicare or Medicaid beneficiary and that the Claimants will provide indemnification in favor of CUNY for any Medicare and/or Medicaid liens, as well as any conditional payments.

9. **Non-Admission and No Prevailing Party.** CUNY, Respondent Parsons, and Respondent Hietikko deny any liability with respect to the Claimants' allegations and claims. Nothing herein shall be construed as or constitute an admission with respect to the validity of any claim or allegation which the Claimants have made or could have made relating to the acts or omissions of Respondent Parsons, Respondent Hietikko, or CUNY. The Parties agree and confirm that none of them will, directly or indirectly, state, communicate, allege, claim or impute any admission of guilt or wrongdoing by the other as a part of this Agreement to any person. In addition, no party to the Agreement shall be deemed a "prevailing party" for any purpose including, but not limited to, any statutory or contractual claim based upon "prevailing party" status.

10. **Breach.** If any Claimant breaches his or her obligations under this Agreement (including the terms and obligations specified in Sections 6 and 7), CUNY, Respondent Parsons, and Respondent Hietikko will have the right to cease providing, or to seek the return of, all payments specified in Section 1, in addition to vindicating any other rights and remedies at law or in equity that are available to CUNY, Respondent Parsons, and/or Respondent Hietikko. If CUNY, Respondent Parsons, or Respondent Hietikko breach their obligations under this Agreement, Claimants shall retain all legal rights to recover the Settlement Amount including bringing a lawsuit or other action to enforce this Agreement.

11. **Choice of Law and Venue.** Any and all lawsuits arising under the Agreement shall be brought in federal or state court, as applicable, located in the Borough of Manhattan in the City of New York, and the parties consent to the jurisdiction thereof.

12. **Successors.** This Agreement shall be binding upon and inure to the benefit of the Claimants, CUNY, Respondent Parsons, and Respondent Hietikko, as well as to their respective heirs, representatives, beneficiaries, executors, successors, and assigns.

13. **Severability.** The provisions of this Agreement are severable, and if any part of it is found to be unenforceable or invalid, the other Sections shall remain fully valid and enforceable.

14. **Entire Agreement, Acknowledgement.** This Agreement sets forth the entire agreement between the Parties on the subject matter herein. The Claimants are not relying on any other agreements or oral representations not fully addressed in this Agreement. Any prior agreements between or directly involving the Parties are superseded by this Agreement. The headings in this Agreement are provided for reference only and shall not affect the substance of this Agreement. This Agreement shall be deemed drafted equally by CUNY, Respondent Parsons, Respondent Hietikko, and the Claimants.

15. **Execution.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and together, all of which shall constitute one original document.

16. **Miscellaneous**

16.1 Each of the Parties represents and warrants that the signatory executing this Agreement on its behalf has full authority to do so and to make the representations, warranties, and agreements contained herein.

16.2 Except as specifically provided herein, no person who is not a party to this Agreement shall have any rights to enforce any terms of this Agreement.

16.3 No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by or on behalf of the Parties. Any waiver shall be limited to the breach actually waived, and not any precedent or subsequent breach. No forbearance, indulgence, or inaction by any party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such party to require performance of that provision.

16.4 Except as specifically provided for herein, each party agrees that it shall bear by itself all costs and expenses incurred by it in connection with any discussions, negotiations and investigations undertaken in connection with the subject matter hereof, including costs and expenses associated with retention of financial, legal, tax and other professional advisers.

16.5 Unless otherwise agreed in this Agreement, each of the rights and remedies of the Parties hereto under this Agreement are independent, cumulative and without prejudice to all other rights available to them under this Agreement. All such rights and remedies shall be cumulative and non-exclusive, and may be exercised singularly or concurrently.

\* \* \*



IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

[Redacted]

[Redacted]

[Redacted]

[Redacted]

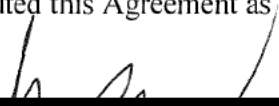
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DR. JEFFREY HIETIKKO-PARSONS

\_\_\_\_\_  
CHRISTOPHER HIETIKKO-PARSONS

THE CITY UNIVERSITY OF NEW YORK

By: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.



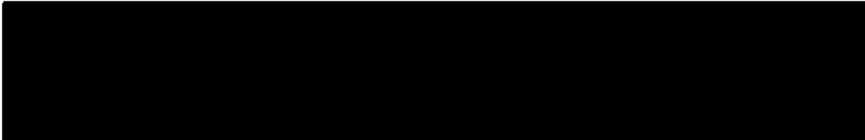
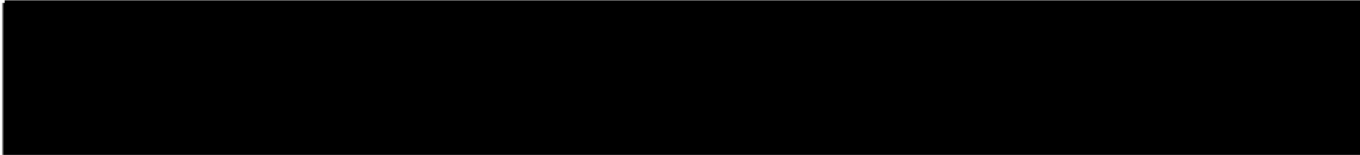
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DR. JEFFREY HIETIKKO-PARSONS

\_\_\_\_\_  
CHRISTOPHER HIETIKKO-PARSONS

THE CITY UNIVERSITY OF NEW YORK

By: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.



  
\_\_\_\_\_  
DR. JEFFREY HIETIKKO-PARSONS

  
\_\_\_\_\_  
CHRISTOPHER HIETIKKO-PARSONS

THE CITY UNIVERSITY OF NEW YORK

By: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

[Redacted]

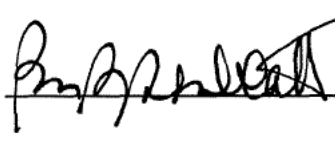
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\_\_\_\_\_  
DR. JEFFREY HIETIKKO-PARSONS

  
\_\_\_\_\_  
CHRISTOPHER HIETIKKO-PARSONS

THE CITY UNIVERSITY OF NEW YORK

By:  9/3/19

## SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of Claims ("Agreement") is made effective as of April 30, 2019, by and between [REDACTED] ("Claimant"), THE CITY UNIVERSITY OF NEW YORK ("CUNY"), and DR. JEFFREY HIETIKKO-PARSONS ("Respondent Parsons") (collectively, the "Parties").

WHEREAS, Claimant has worked at the Center for HIV Educational Studies & Training ("CHEST") since [REDACTED] and Respondent Parsons was the Director of CHEST until May 2018;

WHEREAS, Claimant has asserted allegations against Respondent Parsons of certain misconduct in connection with Claimant's work with Respondent Parsons at CHEST;

WHEREAS, Claimant has also asserted that CUNY is liable to Claimant for Respondent Parsons' alleged misconduct;

WHEREAS, CUNY and Respondent Parsons deny and dispute Claimant's claims and allegations;

WHEREAS, in order to avoid the substantial expense and inconvenience of litigation, the parties wish to resolve finally, completely, and forever settle all disputes concerning allegations asserted by Claimant, and any claims or potential claims arising from any transactions or occurrences to date between Claimant, on the one hand, and CUNY and Respondent Parsons, on the other hand;

WHEREAS, Claimant represents that Claimant fully understands the meaning of this Agreement, and that, as a consequence of signing it, Claimant is giving up any and all rights that Claimant otherwise might have under any agreement or applicable law; and

WHEREAS, Claimant and Respondent Parsons represent that they enter into this Agreement freely and voluntarily;

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth herein, the Parties agree as follows:

1. **Consideration.** As consideration for each of the mutual covenants and promises contained in this Agreement, CUNY and Respondent Parsons agree as follows:

CUNY and Respondent Parsons shall pay to [REDACTED] a total sum of \$425,000, as follows:

1.1 CUNY, through Hunter College, shall provide Claimant and Claimant's legal counsel with a total payment equal to **\$350,000.00**, payable as follows: (1) \$233,333.00 payable to Claimant and (2) \$116,667.00 payable to Claimant's counsel, Barbara Mehlsack, c/o Gorlick, Kravitz & Listhaus, P.C., for attorneys' fees Claimant has incurred in this matter.

- 1.2 Respondent Parsons shall provide Claimant and Claimant's legal counsel with a total payment equal to **\$75,000.00**, payable as follows: (1) \$50,000.00 payable to Claimant and (2) \$25,000.00 payable to Claimant's counsel, Barbara Mehlsack, c/o Gorlick, Kravitz & Listhaus, P.C., for attorneys' fees Claimant has incurred in this matter. CUNY and Respondent Parsons shall have no responsibility for any other costs, including any attorneys' fees and expenses.
- 1.3 Respondent Parsons and CUNY, through Hunter College, will make the above-described payments by or before May 22, 2019, by checks payable to Claimant and to Gorlick, Kravitz & Listhaus, P.C., respectively, following receipt of a W-9 from Gorlick, Kravitz & Listhaus, P.C. The checks shall be delivered by hand or mailed by overnight delivery service to the offices of Gorlick, Kravitz & Listhaus, P.C., 17 State Street, 4<sup>th</sup> floor, New York, NY. 10004.
- 1.4 Respondent Parsons hereby waives any and all right of authorship on all research-related papers to which Claimant is the first author and all papers to which Claimant contributes in relation to the [REDACTED]

**2. Mutual Release.**

- 2.1 For and in consideration of the entire settlement amount referenced in Section 1 and other good and valuable non-monetary consideration, the sufficiency of which is acknowledged, Claimant (on behalf of Claimant's self, heirs, executors, administrators, successors, and assigns) releases and forever discharges Respondent Parsons, Christopher Hietikko-Parsons, and CUNY (including CUNY's Hunter College, the Graduate Center of CUNY, and CUNY's present and former principals, officers, directors, executives, members, trustees, affiliates, employees, agents, attorneys, subdivisions, colleges, units, institutions, administrators, predecessors, successors, and assigns, whether in their individual or official capacities), from all manner of actions, injuries, proceedings, liabilities, rights, causes of action, charges, grievances, suits, debts, obligations, dues, sums of money, accounts, contracts, controversies, agreements, promises, damages, judgments, claims, costs, expenses, and demands whatsoever, direct or indirect, known or unknown, discovered or undiscovered, that Claimant ever had, now has, or shall or may have in the future, against CUNY, Mr. Hietikko-Parsons, or Respondent Parsons, for or by reason of any act, transaction, occurrence, omission, cause, matter or thing up to and including the date of this Agreement, which shall for all purposes in this Agreement be the date set forth above.

This means that Claimant gives up these claims to the fullest extent permitted by law, including but not limited to: (a) claims concerning any express or implied employment contracts, policies of CUNY, covenants or duties; (b) claims based on the allegations concerning an incident involving Respondent Parsons on or around May 4, 2018; (c) claims for assault, battery, intentional/negligent infliction of emotional distress, negligence including negligent hiring/retention/supervision, personal injury, or any other federal, state, local or common law claims; (d) claims of discrimination or harassment, whether asserted or unasserted, based on gender, gender identity or expression, perception of a protected characteristic, sex, sexual

orientation, or other legally protected status; (e) any other claims under any national, federal, state, or local statute promulgated under the laws of any jurisdiction, including but not limited to Title VII of the Civil Rights Act of 1964; Title IX of the Education Amendments Act of 1972; New York Consolidated Laws; New York State Human Rights Law; New York City Human Rights Law; or other equivalents thereto, each as amended; and (f) claims for any attorneys' fees, other costs or expenses (whether known or unknown, foreseen or unforeseen) in relation to any or all the above-referred matters up to and including the date of this Agreement.

2.2 Effective simultaneously with the release in Section 2.1, CUNY, Respondent Parsons, and Mr. Hietikko-Parsons each release Claimant (including Claimant's self, heirs, executors, administrators, successors, and assigns) from all manner of actions, injuries, proceedings, liabilities, rights, causes of action, charges, grievances, suits, debts, obligations, dues, sums of money, accounts, contracts, controversies, agreements, promises, damages, judgments, claims, costs, expenses, and demands whatsoever, direct or indirect, known or unknown, discovered or undiscovered, that CUNY or Respondent Parsons ever had, now has, or shall or may have in the future, against Claimant, for or by reason of any act, transaction, occurrence, omission, cause, matter or thing up to and including the date of this Agreement.

2.3 Effective simultaneously with the releases in Section 2.1 and 2.2, CUNY and Respondent Parsons release each other from any claims, charges, debts, liabilities, demands, rights, obligations, promises, agreements, costs, expenses (including without limitation attorneys' fees), damages, and causes of action that CUNY or Respondent Parsons may have against each other with respect to the payments made to Claimant only and will not seek to hold the other liable for any portion of such payments. This release does not apply to any claims, charges, debts, liabilities, demands, rights, obligations, promises, agreements, costs, expenses (including without limitation attorneys' fees), damages, and causes of action that CUNY and Respondent Parsons may have against each other in connection with any individuals other than Claimant or in connection with any other matter. For the avoidance of doubt, this release does not apply to any disciplinary proceeding that will be, or has been, initiated by CUNY against Respondent Parsons.

3. **Liability for Payment of Taxes.** It is understood and agreed that any taxes, or interest or penalties on taxes, on the settlement amounts specified in Section 1 of the Agreement shall be the sole and complete responsibility of Claimant (and Claimant's legal counsel for sums paid to the counsel), except for the employer's share of any payroll taxes that the Internal Revenue Service may determine are solely owed by CUNY, and that Claimant and Claimant's legal counsel shall have no claim, right or cause of action against CUNY (including, but not limited to, any of CUNY's colleges, units, officials, employees, trustees, or agents, whether in their individual or official capacities), and/or against Respondent Parsons, on account of such taxes, interest or penalties. Claimant will provide tax indemnification to CUNY for the payments set forth in Section 1 of the Agreement to the extent the Internal Revenue Service determines that CUNY must pay for Claimant's tax liability. Claimant further agrees that Claimant will be wholly responsible

for any reporting requirements for all payments made under this Agreement, except that CUNY will comply with all reporting requirements to the extent required by law.

4. **Cooperation.** At any time following the execution of the Agreement, Claimant will provide such information as CUNY may reasonably request with respect to any CUNY matter in which Claimant was involved or about which Claimant has knowledge related to Claimant's work at CHEST. Claimant agrees to assist and cooperate with CUNY, as reasonably requested, in connection with the initiation, prosecution or investigation of disciplinary charges or any other claim or matter that may be made against, concerning, or by CUNY. Such assistance and cooperation shall include timely, comprehensive, and truthful disclosure of all relevant facts known to Claimant, review and collection of documents or other data, and participation as a witness in any proceedings without the necessity of a subpoena.

5. **No Action or Proceeding Commenced; Covenant Not to Sue.** Claimant represents and warrants that, besides the complaint against Hunter College of CUNY that Claimant filed with the U.S. Department of Education, Office for Civil Rights (Case No. 02-18-2261), Claimant has not commenced, maintained, or prosecuted any action, charge, complaint, grievance, or proceeding of any kind against CUNY (including, but not limited to, any of CUNY's colleges, units, officials, employees, trustees, or agents, whether in their individual or official capacities) and/or against Respondent Parsons, in any court or before any administrative or investigative body or agency, will withdraw any such pending charge, complaint, grievance, or proceeding, and, to the extent permitted by law, will not commence such action, charge, complaint, grievance, or proceeding. In the event that any governmental agency begins an investigation or takes any other action relating to any complaints or charges previously filed by Claimant against Hunter College or CUNY, Claimant agrees to immediately provide written notice to the appropriate agency(ies) of Claimant's withdrawal of the complaint or charge. Nothing herein shall prevent Claimant from filing a charge with the Equal Employment Opportunity Commission ("EEOC") or from participating in any investigation, hearing, or proceeding conducted by the EEOC or a state or local employment practices agency or any other federal or state or local agency; however, Claimant agrees that Claimant will not seek any monetary recovery from CUNY or from Respondent Parsons in connection with any EEOC charge or proceeding conducted by the EEOC or by an equivalent state or local agency.

This promise not to sue is separate from and in addition to Claimant's, Respondent Parsons's, and CUNY's promises in Section 2 of this Agreement.

6. **Medicare Representation.** Claimant represents that Claimant is not a Medicare or Medicaid beneficiary and Claimant will provide indemnification in favor of CUNY for Medicare and/or Medicaid liens, as well as any conditional payments.

7. **Non-Admission and No Prevailing Party.** CUNY and Respondent Parsons deny any liability with respect to Claimant's allegations and claims. Nothing herein shall be construed as or constitute an admission with respect to the validity of any claim or allegation which Claimant has made or could have made relating to the acts or omissions of Respondent Parsons or of CUNY. The Parties agree and confirm that none of them will, directly or indirectly, state, communicate, allege, claim or impute any admission of guilt or wrongdoing by the other as a part of this Agreement to any person, provided, however, that no truthful statements made by Claimant in response to any investigation by any government agency or in connection with cooperation with



CUNY itself concerning the events and circumstances underlying Claimant's claims may be treated as a violation of this provision. In addition, no party to the Agreement shall be deemed a "prevailing party" for any purpose including, but not limited to, any statutory or contractual claim based upon "prevailing party" status.

**8. Choice of Law and Venue.** Any and all lawsuits arising under the Agreement shall be brought in federal or state court, as applicable, located in the Borough of Manhattan in the City of New York, and the parties consent to the jurisdiction thereof.

**9. Successors.** This Agreement shall be binding upon and inure to the benefit of Claimant, CUNY, and Respondent Parsons, as well as to their respective heirs, representatives, beneficiaries, executors, successors, and assigns.

**10. Severability.** The provisions of this Agreement are severable, and if any part of it is found to be unenforceable or invalid, the other Sections shall remain fully valid and enforceable.

**11. Entire Agreement, Acknowledgement.** This Agreement sets forth the entire agreement between the Parties on the subject matter herein. Claimant is not relying on any other agreements or oral representations not fully addressed in this Agreement. Any prior agreements between or directly involving the Parties are superseded by this Agreement. The headings in this Agreement are provided for reference only and shall not affect the substance of this Agreement. This Agreement shall be deemed drafted equally by CUNY, Respondent Parsons, and Claimant.

**12. Execution.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and together, all of which shall constitute one original document. Original signatures that are transmitted by fax, electronic mail, and/or in portable document format shall be considered original signatures under this Agreement.

**13. End of Tolling and Waiver Agreement.** The Parties agree that their execution of this Agreement constitutes written notice by the Parties of a request to end the period of time being tolled under the Tolling and Waiver Agreement, dated February 2019, pursuant to paragraphs 1 and 5 of the Tolling and Waiver Agreement.

**14. Miscellaneous**

14.1 Each of the Parties represents and warrants that the signatory executing this Agreement on its behalf has full authority to do so and to make the representations, warranties, and agreements contained herein.

14.2 Except as specifically provided herein, no person who is not a party to this Agreement shall have any rights to enforce any terms of this Agreement.

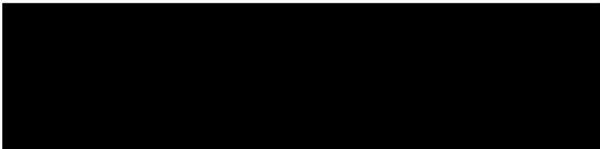
14.3 No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by or on behalf of the Parties. Any waiver shall be limited to the breach actually waived, and not any precedent or subsequent breach. No forbearance, indulgence, or inaction by any party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such party to require performance of that provision.

14.4 Except as specifically provided for herein, each party agrees that it shall bear by itself all costs and expenses incurred by it in connection with any discussions, negotiations and investigations undertaken in connection with the subject matter hereof, including costs and expenses associated with retention of financial, legal, tax and other professional advisers.

14.5 Unless otherwise agreed in this Agreement, each of the rights and remedies of the Parties hereto under this Agreement are independent, cumulative and without prejudice to all other rights available to them under this Agreement. All such rights and remedies shall be cumulative and non-exclusive, and may be exercised singularly or concurrently.

\* \* \*

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.



  
DR. JEFFREY HIETIKKO-PARSONS

  
CHRISTOPHER HIETIKKO-PARSONS

THE CITY UNIVERSITY OF NEW YORK

By: \_\_\_\_\_

14.4 Except as specifically provided for herein, each party agrees that it shall bear by itself all costs and expenses incurred by it in connection with any discussions, negotiations and investigations undertaken in connection with the subject matter hereof, including costs and expenses associated with retention of financial, legal, tax and other professional advisers.

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\* \* \*

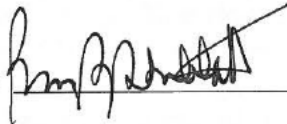
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

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DR. JEFFREY HIETIKKO-PARSONS

\_\_\_\_\_  
CHRISTOPHER HIETIKKO-PARSONS

THE CITY UNIVERSITY OF NEW YORK

By:  \_\_\_\_\_