

HEAD COACH OF MEN'S BASKETBALL

Employment Contract

This Employment Contract ("Contract"), effective as of **April 1, 2022**, by and between The Regents of the University of California, on behalf of the University of California, Los Angeles campus (hereinafter "University") and **Michael Walter Cronin** (hereinafter "Coach") pursuant to Personnel Policies for Staff Members (hereinafter "PPSM") Policy 3 (Contract Appointment, as defined therein). This Contract and the Employment Contract Addendum ("Contract Addendum") set forth the terms and conditions of Coach's employment. This Contract supersedes and replaces all previous contracts or other agreements between the parties. The Contract Addendum is fully incorporated by reference into this Contract. In consideration of the mutual promises set forth herein, the parties agree as follows:

1. **EMPLOYMENT.** University hereby employs Coach as Head Coach of Men's Basketball, Coach hereby accepts said employment, under the terms, and conditions hereinafter set forth.
2. **PERFORMANCE OF DUTIES.** Coach agrees to faithfully and diligently devote all of Coach's business time to the performance of the duties in said position, including those duties set forth in Paragraphs 7 and 8 and any additional duties as reasonably required by the Director of Intercollegiate Athletics or the Sport Supervisor, or their designees (including cooperating with any third parties with whom University has contractual commitments) so long as such duties are consistent with the duties typically performed by head basketball coaches at the Division I level; Coach acknowledges that duties may be removed from Coach's responsibility and reassigned. However, Coach shall not be assigned, or reassigned, to any other position with the University other than Head Coach of Men's Basketball. Coach agrees that Coach will not engage directly or indirectly in any activity that would materially detract from Coach's ability to perform Coach's obligations hereunder, pose a conflict of interest or otherwise violate University's Conflict of Interest Policy. Without limiting the foregoing, Coach shall perform the following duties and have the following responsibilities:
 - (a) Responsibility for the athletic performance of Men's Basketball team – based on outcome targets agreed upon with Director of Intercollegiate Athletics or Sport Supervisor each year.
 - (b) Supervise personnel, including assistant coaches, operational staff, and others, as assigned by the Director of Intercollegiate Athletics or Sport Supervisor, providing orientation, training and day-to-day supervision and performance management, as appropriate.
 - (c) Conduct and participate in performance reviews, specifically:
 - i. Successfully complete post-season performance review with Director of Intercollegiate Athletics or Sport Supervisor.
 - ii. Complete annual formal written performance reviews for all direct reports.

Initials: DS
MC

- (d) Regular attendance and participation at coaches meetings and departmental specific meetings.
- (e) Comply with, and support Men's Basketball program's compliance, with the NCAA, Pac-12 Conference (and any successor conference), and University legislation, by-laws, policies, rules, standards and procedures, including (i) conducting Coach behavior and actions, and Men's Basketball activities and programming, in conformance with the Constitution, bylaws, rules, legislation and regulations of the NCAA (collectively, "NCAA Bylaws"), as well as University legislation, bylaws, policies, rules, standards and procedures, as such may be amended from time to time; (ii) promptly advising the Sport Supervisor, Director of Intercollegiate Athletics, Faculty Athletic Representative or Associate Athletic Director of Compliance if Coach has reason to believe that violations have occurred or will occur; (iii) promoting an atmosphere of compliance, and supervising and maintaining responsibility for Coach's staff and Men's Basketball student-athletes, to ensure compliance with the NCAA Bylaws, as may be amended from time to time; (iv) annually attesting that the obligations of NCAA Constitution 2.1 and Constitution 2.8 have been met by signing the certification of compliance; and (v) annually reporting athletically related income or benefits from any source outside the institution.
- (f) As set forth in NCAA Bylaw 11.2.1(a) and 19.2.3, Coach has an affirmative obligation to cooperate fully in the infractions process, including the investigation and adjudication of any case involving allegations of infractions. Such cooperation includes cooperation with any internal University investigation, but also cooperation with NCAA enforcement staff, the NCAA Complex Case Unit, the NCAA Committee on Infractions, the NCAA Independent College Sports Adjudication Panel and the NCAA Infractions Appeals Committee (collectively "NCAA Enforcement Staff") in order to further the objectives of the NCAA, its infractions program, and its independent alternative resolution program. Full cooperation includes, but is not limited to:
 - i. Affirmatively reporting instances of noncompliance to the NCAA via standard University process (e.g. reporting to Director of Athletics or Compliance Office) in a timely manner and assisting in developing full information to determine whether a possible violation has occurred and the details thereof;
 - ii. Timely participation in interviews and providing complete and truthful responses;
 - iii. Making a full and complete disclosure of relevant information, including timely production of materials or information requested, and in the format requested;
 - iv. Disclosing and providing access to all electronic devices used in any way for business purposes;

- v. Providing access to all social media, messaging and other applications that are or may be relevant to the investigation; and
 - vi. Preserving the integrity of an investigation and abiding by all applicable confidentiality rules and instructions.
- (g) Lead the Men's Basketball team with integrity and manage the Men's Basketball team within the confines of established budget and fiscal expectations of University. Adhere to University policies concerning fiscal responsibility.
- (h) Promote a culture of diversity and inclusion.
- (i) Take proactive steps to build relationships with external stakeholders (donors, sponsors, patrons, etc.), fulfill all required fundraising activity, and actively participate with University Development staff and others to create a development community and support for the Department of Intercollegiate Athletics and the Men's Basketball program; provided, however, that Coach will therefore refrain from engaging in any direct communication with any external stakeholders that might be reasonably interpreted to undermine the administration of University's athletics program.
- (j) Demonstrate consistent support for student services and community programs.
- (k) Be available for media and other public appearances at such times as University may reasonably designate.
- (l) Follow University's standards and best practices for recruiting, including:
- i. Recruit student-athletes who meet University's and Athletic Department's academic and athletic standards, and who will represent University with the highest character and integrity.
 - ii. Develop, implement and maintain a responsible, orderly and structured recruiting process.
 - iii. Demonstrate due diligence in the recruitment process and compliance with applicable recruiting policies and regulations.
- (m) Follow the NCAA Bylaws and University's standards at all times, including those related to the eligibility of prospective and current student-athletes and be otherwise responsible for academic performance of Men's Basketball based on academic goals agreed upon with Director of Intercollegiate Athletics or Sport Supervisor.
- (n) Exclusive use of the athletic and athleisure apparel, footwear, accessories, equipment, connected fitness products, and other fitness products, including eyewear, shoes, travel bags, and other personal items (collectively, "Athletic Equipment"), provided by University for the team and for Coach, when engaged in any University Athletics or team-related events (including but not limited to practices, games,

related travel, recruiting, etc.) or when engaged in any promotional, commercial, or instructional activities, without requiring additional consideration. Coach shall take proactive steps to ensure compliance by the team with the foregoing requirements. The Athletic Department's protocols regarding athletic gear will apply to any Athletic Equipment provided to the Coach.

- (o) Avoid creating conflict, or the appearance of conflict, with University's contracts with third parties, including those for Athletic Equipment, and support and ensure compliance by Coach's staff and Men's Basketball student-athletes with such contracts (including those concerning Athletic Equipment) and University policies and standards.
3. **TERM.** This appointment is for a definite term as set forth in the Contract Addendum, as extended or earlier terminated in accordance with this Contract ("Term"). Except as set forth herein, the appointment shall terminate automatically on the termination date unless terminated earlier pursuant to the terms of this Contract. Should this Contract be extended, it shall terminate automatically upon the expiration date of the extension. In addition, this appointment or any extension thereof may be terminated in accordance with Paragraphs 10, 11, 12, or 14 of this Contract.
4. **WAIVER OF PROCEDURAL RIGHTS.** Coach understands and agrees that if this Contract is terminated under Paragraphs 10-14, Coach is waiving Coach's rights to any process Coach might otherwise be due, including a Skelly hearing, a post-deprivation hearing and/or a liberty interest hearing. Coach attests that Coach is voluntarily waiving Coach's rights to such processes in exchange for the bargained for consideration in Paragraph 5 of this Contract and the Contract Addendum.
5. **COMPENSATION AND BENEFITS.** The Head Coach of Men's Basketball position is assigned to job code 332, which is in the Managers and Senior Professionals group in the PPSM Program (or equivalent title based upon the personnel program provisions in effect at the time).
- (a) **COMPENSATION AND HOURS OF WORK.** The annual base salary for this position (and other compensation, if any) shall be as set forth in the Contract Addendum and payable in substantially equal monthly installments for work performed during the Term. Payments of the annual base salary and all other compensation shall be in accordance with the payroll policies of University and subject to such deductions as may be required by applicable laws and regulations, or as authorized by Coach. Changes in compensation shall be only by written contract revision signed by both parties, or by University pursuant to Paragraph 18 of this Contract.

Coach understands and agrees that, should other non-represented University employees be subject to a pay cut, reduction in time, furlough, or any other type of reduction in compensation, or any combination of them as a result of University President's declaration of fiscal emergency, Coach may be subject to the same pay cut, reduction in time, furlough or any other type of reduction in compensation, or

any combination of them under the same terms and for the same period. Any such pay cut, reduction in time, furlough, or any other type of reduction in compensation, or any combination of them shall automatically become a term of this Contract without any further action by either party.

- (b) **VACATION.** Coach will not accrue vacation leave or other paid time off during the Term, and any University policies relating to paid vacation leave, including but not limited to PPSM Policy 2.210 III.B., shall not apply to Coach. Should Coach require time off during the Term, Coach shall obtain the Sport Supervisor's prior written approval which approval shall not be unreasonably withheld.
- (c) **SICK LEAVE.** Coach will not accrue paid sick leave during the Term and any University policies relating to paid sick leave, including but not limited to PPSM Policy 2.210 III.C., shall not apply to Coach. The Director of Intercollegiate Athletics may, in his or her sole and reasonable discretion, grant leave to Coach, with or without pay, for illness or other health-related reasons. Nothing in this Paragraph, however, is intended to impact any rights to leave that Coach may have under PPSM Policy 2.210 III.D., including but not limited to the right to Family and Medical Leave.
- (d) **EMPLOYEE BENEFITS.** Coach shall participate in health and welfare benefits made available by University (as the same may be modified or terminated) subject to the eligibility requirements of the University Benefit Program Group Insurance Regulations, plan terms and generally applicable University policies. Coach shall participate in the University Retirement Plan (the "UCRP") subject to the Standing Orders of the Regents of the University governing retirement and the terms of the UCRP. Should any University Benefit Program Group Insurance Regulation or Standing Order of the Regents change during the Term, Coach's coverage shall be changed accordingly, without requiring further action.

6. **APPLICATION OF PPSM AND OTHER PERSONNEL POLICIES APPLICABLE TO UNIVERSITY EMPLOYEES.** University policies listed below are applicable to Coach and incorporated by reference into this Contract:

PPSM Policy 1	General Provisions
PPSM Policy 2.210	Absence from Work Policy
III.A	General Leave Provisions
III.D	Leaves Related to Life Events
III.H	Holidays
PPSM Policy 12	Nondiscrimination in Employment
PPSM Policy 63	Investigatory Leave
PPSM Policy 80	Staff Personnel Records
PPSM Policy 81	Reasonable Accommodation
PPSM Policy 82	Conflicts of Interest

No other PPSM Personnel Policies shall apply, unless mutually agreed upon by the parties, in writing.

Unless otherwise stated herein, general policies and regulations that apply to all University employees shall apply to Coach, including:

- Business and Finance Bulletin G-39, Conflict of Interest Policy and Compendium of Specialized University Policies, Guidelines, and Regulations Related to Conflict of Interest;
- University of California Conflict of Interest Code;
- University of California Policy on Reporting and Investigating Allegations of Suspected Improper Governmental Activities (Whistleblower Policy);
- University of California Policy for Protection of Whistleblowers From Retaliation and Guidelines for Reviewing Retaliation Complaints (Whistleblower Protection Policy);
- University of California Policy on Sexual Violence and Sexual Harassment;
- University of California Guidance on Abusive Behavior in the Workplace;
- Policies Applying to the Disclosure of Information From Student and Staff Personnel Records;
- Electronics Communication Policy; and
- Principles of Community.

University policies may change from time to time. Changes to any of the above provisions shall apply to Coach and are incorporated into the Contract by this reference. To the extent that any such University policies conflict with the express terms of this Contract, the terms of this Contract shall apply.

7. **CONDUCT AND PERFORMANCE OF COACH.** In the performance of Coach's duties, Coach shall be directly responsible to and under the supervision of University's Director of Intercollegiate Athletics or Sport Supervisor, as determined by University. The parties agree that, although this Contract is sports-related, the primary purpose of University and its intercollegiate athletics program is educative. Thus, the educative purposes of University shall have priority in the various provisions of this Contract. Coach's conduct shall at all times be in a manner consistent with Coach's position as an instructor of students. Unless required by law, Coach shall make no public appearance, either in person or by means of radio, television, printed materials, social media, online communications or other medium or otherwise permit the use of Coach's name in connection with University when any such appearance or use of name may be reasonably interpreted as reflecting negatively upon University or otherwise cause harm to University or any of University's sponsors or other contractual partners.

8. **RESPONSIBLE EMPLOYEE.** Coach is considered a “Responsible Employee” pursuant to the University’s policy on Sexual Violence and Sexual Harassment. As a Responsible Employee, Coach is required to inform the Title IX Officer if Coach becomes aware that a student (undergraduate, graduate, or professional) has experienced sexual violence, sexual harassment, or other behavior prohibited by University policy. Coach must contact University’s Title IX Office as soon as possible when Coach learns of an incident of sexual violence or sexual harassment and share whatever information Coach has, including the names of any individuals involved, their contact information, and any details of the incident. As a Responsible Employee, Coach must report directly to the Title IX Office, even if Coach is unsure that the incident actually occurred or unsure whether it constitutes sexual harassment or sexual violence. Coach should not investigate the report, and should not try to intervene or resolve the issue. While information must be provided to the Title IX Office, Responsible Employees should not discuss the case with other people who do not have a legitimate need to know.
9. **ATHLETICALLY RELATED INCOME AND/OR BENEFITS.** Coach hereby assigns to University all rights of any kind that Coach may have during the Term to enter into promotional, endorsement, or consultation contracts that is in any way tied to Coach’s affiliation with University (“Coach Agreements”). During the Term, unless otherwise approved by the University, Coach shall not enter into any such Coach Agreements, and shall not accept compensation, goods, publicity or gratuities of any kind, directly or indirectly, from any company, brand, designer, agency, distributor or manufacturer, except in accordance with this Paragraph 9. If the proposed arrangement is determined to be desirable by University, University, in its sole discretion, may decide to execute the Coach Agreement or similar contract.

Without prior written consent from the Director of Intercollegiate Athletics or the Sport Supervisor, Coach shall neither participate in, nor allow Coach’s name, image or likeness to be used in connection with, the endorsement of any products or services (each, a “Commercial Activity”), including, without limitation, any Commercial Activity involving the appearance by Coach off the field of play, either in person or on radio or television, or the preparation by Coach of any news story or article for publication by any newspaper, periodical or other form of media (including any online media), regardless of whether Coach receives any financial remuneration.

Coach may only (a) participate in noninstitutional NCAA-compliant Men’s Basketball summer camp/clinic programs and/or (b) serve as a coach, advisor or in any other capacity to any other Men’s Basketball team (including any national team), if and to the extent, in each case, that Coach obtains the prior written approval from the appropriate Athletic Department representative. Any compensation associated with such camps or other team activities shall be provided by the approved third-party provider(s) and Coach acknowledges that such participation is subject to applicable law, NCAA Bylaws, and conflict of interest, disclosure and other requirements identified in this Contract or University legislation, policies, rules and standards.

As a material term of Coach’s employment, on an annual basis and no later than June 30th of each year during the Term, Coach shall provide a true, accurate and detailed written

report to the Director of Intercollegiate Athletics or Sport Supervisor, as determined by University, which reflects any and all athletically related income or benefits from any source other than University.

10. DISCIPLINE AND TERMINATION FOR CAUSE. Pursuant to this Paragraph 10, Coach may be disciplined, up to and including termination of Coach's employment, for cause. For purposes of this Paragraph 10, cause includes, as determined by University in its sole and reasonable discretion:

- (a) Breach of any provision of this Contract, as determined by University, including breach of Coach's confidentiality obligations under Paragraph 15 of this Contract, neglect or inattention by Coach to, or failure by Coach to perform, Coach's duties or failure to obtain prior written approval for outside activities or to timely and accurately report all sources and amounts of income and benefits, as required by this Contract and by NCAA Bylaws. To clarify, the Team's on-court athletic performance shall not, in and of itself, be grounds for termination for cause.
- (b) Misconduct (including fraud, embezzlement, cheating or dishonesty) occurring (1) during the Term, or (2) prior to the Term, if such misconduct results in reputational damage to Coach or University, as determined in University's sole discretion.
- (c) Failure to maintain appropriate standards of employee conduct.
- (d) Failure to properly represent University and University's athletic programs in private and public forums, including by the commission of, participation in, or condoning of any act, situation or occurrence that, in University's judgment, brings Coach or University into public disrepute, embarrassment, contempt, scandal or ridicule. This subsection encompasses findings or determinations of violations during the Term from any institution of higher education.
- (e) A violation by Coach of any legislation, policy, rule, standard or procedure of (or applicable to) University, or any applicable law or regulation, or a failure by Coach to report the violation of any of the foregoing by any member of Coach's staff or any student-athlete.
- (f) Coach's sale, use or possession of any narcotics, drugs, controlled substances, steroids, performance enhancers or other chemicals for which the sale, use or possession is prohibited by law or by the associations or agencies that govern the operation of athletic programs or athletic competition to which University adheres. Likewise, the Coach's permitting, encouraging or condoning any such conduct by an assistant coach, other athletic staff member, or student-athlete.
- (g) Coach's commission of a felony or any crime involving moral turpitude.
- (h) Coach's failure to cooperate fully and/or respond accurately and promptly to any inquiry by the NCAA, Pac-12 Conference (and any successor conference), or other

governing body relating to the performance of Coach's duties under this Contract or during any prior employment at another institution of higher education.

- (i) Direct or indirect breach, whether willful or through negligence, of any of the rules or standards of the associations or agencies that govern the operation of athletic programs or athletic competition to which University adheres, including NCAA Bylaws, Pac-12 Conference (and any successor conference), youth, collegiate, and master's amateur athletics. Without limiting the foregoing, the term "cause" in this Paragraph includes (i) one or more Level I or Level II violation(s) or (ii) repetitive Level III violations (or, in either case, the equivalent in the event the NCAA modifies its infraction structure) by Coach or any person under Coach's supervision and direction (including assistant coaches, other athletic staff member, and student-athletes), as determined by University.
- (j) Placing a bet on any athletic contest, intercollegiate, professional or otherwise (or permitting or encouraging staff or student-athletes to do the same), or supplying information to anyone for that purpose (including, e.g., Daily Fantasy Sports), whether the bet is permissible or prohibited by law.
- (k) Failure to follow the high moral and ethical standards commonly expected of Coach as a leading representative of the Department of Intercollegiate Athletics at University.
- (l) Failure to report violations or alleged violations of University policies, NCAA Bylaws, Pac-12 Conference rules, state laws or federal laws committed by Coach, members of the Men's Basketball staff, or student-athletes, including but not limited to failure to report Prohibited Conduct (as defined in University of California Policy on Sexual Violence and Sexual Harassment).
- (m) Interfering with, or allowing a coach or staff member to interfere with, the unchallengeable authority of the sports medicine staff to determine return to participation decisions made on the basis of evaluations of the health and safety of student-athletes.

Discipline under this Paragraph 10 may subject Coach to penalties including public or private reprimand, monetary fines, adjustments in compensation, suspension with or without pay, or termination, as determined by the Director of Intercollegiate Athletics.

Moreover, Coach agrees that the University shall implement any disciplinary or corrective actions imposed by the NCAA in addition to the actions University may take in accordance with this Contract. As set forth in NCAA Bylaw 11.2.1(b), if Coach is found to be in violation of any rule or regulation of the NCAA, Coach shall be subject to disciplinary or corrective actions (including but not limited to termination) as set forth in the provisions of the NCAA enforcement procedures.

If Coach's employment is terminated for cause pursuant to this Paragraph 10, no further payment or benefits shall be made to Coach other than (i) Base Salary for the final payroll

period of Coach's employment, through the date Coach's employment terminates as well as any Performance Based Bonus or Academic Performance Bonus earned but not yet paid at the time of termination; and (ii) reimbursement for any true, actual and verified business expenses incurred by Coach, but not yet paid; provided Coach submits all expenses and supporting documentation required within the time period required by University policies, and provided further that such expenses are reimbursable under University policies as then in effect (collectively, "Final Compensation"). If Coach is terminated pursuant to this Paragraph 10, all other University obligations to Coach shall cease. In no case, shall University be liable to Coach for the loss of any collateral business opportunities, or any other benefits, perquisites, income or consequential damages suffered by Coach as a result of University's termination of Coach's employment.

11. **TERMINATION BY DEATH OR DISABILITY OF COACH OR BY FORCE MAJEURE.** If Coach dies, this Contract (and Coach's employment hereunder) shall thereupon terminate and all future rights and obligations between the parties under this Contract shall cease. In the event that Coach becomes disabled and there is no reasonable accommodation that will enable Coach to perform all of Coach's essential job functions under this Contract and Coach's inability to perform has continued or will continue for more than one hundred and twenty (120) consecutive days or one hundred and fifty (150) days (whether or not consecutive) in any three hundred and sixty five (365) day period, as determined by University consistent with applicable law, this Contract (and Coach's employment hereunder) shall thereupon terminate and all future rights and obligations between the parties under this Contract shall cease. In the event of Coach's inability to continue to perform all of Coach's essential job functions under this Contract by reason of a force majeure event lasting thirty (30) days or more, this Contract (and Coach's employment hereunder) shall thereupon terminate and all future rights and obligations between the parties under this Contract shall cease. Because of the exigencies of operating an NCAA Division I Athletics program, Coach acknowledges that a termination pursuant to this Paragraph 11 shall not be deemed a termination without cause under Paragraph 12 below.

12. **TERMINATION BY UNIVERSITY WITHOUT CAUSE.** In addition to and exclusive of the foregoing provisions, University reserves the right to terminate this Contract (and Coach's employment hereunder) without cause at any time by giving written notice to Coach of such decision. Except as set forth below, in the event University terminates this Contract (and Coach's employment hereunder) without cause pursuant to this Paragraph 12, University shall pay to Coach as liquidated damages, in lieu of any and all other legal remedies or equitable relief, the following sum(s) (collectively, "Liquidated Damages"):

If such termination occurs during any period of time during the Contract Year 1 (through March 31, 2023), the value of such Liquidated Damages will be twenty four million dollars (\$24,000,000).

If such termination occurs during any period of time during the Contract Year 2 (through March 31, 2024), the value of such Liquidated Damages will be twenty million dollars (\$20,000,000).

If such termination occurs during any period of time during the Contract Year 3 (through March 31, 2025), the value of such Liquidated Damages will be sixteen million dollars (\$16,000,000).

If such termination occurs during any period of time during the Contract Year 4 (through March 31, 2026), the value of such Liquidated Damages will be ten million dollars (\$10,000,000).

If such termination occurs during any period of time during the Contract Year 5 (through March 31, 2027), the value of such Liquidated Damages will be six million dollars (\$6,000,000).

If such termination occurs during any period of time during the Contract Year 6 (through March 31, 2028), the value of such Liquidated Damages will be two million dollars (\$2,000,000).

University's obligation pursuant to this paragraph shall not extend beyond the Term of this Contract had it not been terminated.

These payments to Coach by University shall be paid in substantially equal monthly installments during what would have been the remaining Term of this Contract had it not been terminated, provided, however that any Tax Distribution shall be remitted to the applicable taxing authorities within the time required by applicable law and shall be treated as a partial payment of the Liquidated Damages in satisfaction of the obligations of this Paragraph 12.

For purposes of this Paragraph 12, the "Tax Distribution" means an amount equal to the total tax withholding, if any, due as a result of the Liquidated Damages being subject to taxation under Sections 457(f) or 3121(v) of the Internal Revenue Code, as amended, (the "Code") elected to be paid by University, if at all, in its sole discretion.

University shall also pay to Coach any Final Compensation, together with any performance-based compensation for which the relevant performance metrics have been achieved prior to the date of termination (payable in accordance with, and subject to the terms of, the Contract Addendum). Coach understands and agrees that any payments made as a result of a termination without cause shall not entitle Coach to (a) the continuation of University employee benefits including, without limitation, the accruing of additional UC Retirement System service credit, or (b) any other benefits beyond those vested as of the date of such termination, except to the extent such benefits are required by law. Moreover, University shall not be liable to Coach for the loss of any collateral business opportunities associated with Coach's position as Coach.

The parties recognize that a termination of this Contract by University prior to its natural expiration may cause Coach to lose certain benefits, supplemental compensation, or outside compensation relating to Coach's employment at University, which damages are difficult to determine with certainty. Accordingly, the parties agree that this Liquidated Damages provision, subject to mitigation, is a fair measure of Coach's losses and is not a penalty.

Notwithstanding this Liquidated Damages provision, Coach agrees to mitigate University's obligations to pay damages that may be sustained by virtue of termination pursuant to this Paragraph 12 with any compensation earned through subsequent employment. Any amounts to be paid by University to Coach pursuant to this Paragraph 12 shall be reduced by any amounts received, or to be received at a later date, by Coach from any source (other than any passive investment income) with respect to the period of time in which Coach, pursuant to this Contract, would have been employed by University if this Contract had not been terminated by University without cause (such amounts, the "Mitigation Amounts"). Coach agrees to promptly repay to University any amounts of Liquidated Damages that are paid to Coach but to which, following application of the mitigation requirements set forth herein, Coach is not entitled. In order to comply with Coach's responsibilities pursuant to this Paragraph, Coach agrees to provide true and correct copies of any and all pay stubs (or other earnings documentation) within fifteen (15) days of receipt by Coach, and all individual tax returns filed for any calendar year that starts or ends during the remaining Term of this Contract, no later than fifteen (15) days following the date on which they are filed. In the event Coach enters an employment agreement, or receives compensation during the period of time in which Coach, pursuant to this Contract, would have been employed by University if this Contract had not been terminated, Coach shall promptly provide to University written documentation, such as an offer letter or contract, of any such employment and of the amounts of such compensation. Coach shall also promptly inform University of amounts of compensation to be paid at a later date for duties performed during the period of time Coach would have been employed by the University if this Contract had not been terminated.

Coach warrants that in the event of a termination pursuant to this Paragraph 12, Coach shall not enter into any employment arrangements (including "volunteer" or "trial" arrangements) utilizing waived, deferred, or partially deferred compensation arrangements or any other mechanism by which compensation for services is delayed until after the Term has ended. University reserves the right, for purposes of determining the Mitigation Amounts, to take into account (as one relevant factor only) the average annual compensation payable pursuant to any contract that lasts for more than one year. Coach agrees that if Coach enters into any employment arrangement that does not provide reasonable compensation consistent with Coach's experience for the position accepted, or if Coach fails or refuses to provide pay stubs (or other earnings documentation) or tax returns as required herein, Coach waives the right, and University shall have no obligation, to pay any remaining payments due to Coach under this Paragraph 12. University hereby reserves any and all rights that it may have to recover any overpayment to Coach.

Coach's signature on this Contract constitutes Coach's permission to any third party to promptly release to University upon University's request any contracts or other documents related to Coach's compensation and/or provision of services to any such third party, which permission Coach warrants that Coach shall not revoke for so long as University may have an obligation to make payments to Coach under this Paragraph 12. Upon request of University, and as a condition to Coach's receipt of Liquidated Damages under this Paragraph 12, Coach agrees to sign any documents that University may reasonably request to confirm such permission.

Coach's right to Liquidated Damages under this Paragraph 12 is subject to Coach's timely execution, return and non-revocation of a waiver and release of claims (the "Coach Release," attached hereto as Appendix A) at the time of employment termination by the time period set forth therein (all of which, including the expiration of the period for revocation, must occur no later than sixty (60) days following the date of termination). In the form provided by University. The first payment of any Liquidated Damages will be made on the next regular University payday following the effective date of the Coach Release (as defined below), but will be retroactive to the day immediately following the date of termination. Notwithstanding the foregoing, if the period to consider, return and revoke the Coach Release crosses two calendar years, payment of the Liquidated Damages will not commence before the first regular University payday in the second calendar year.

In the event that Coach brings a claim in violation of the Coach Release (other than any claim challenging the validity of the Coach Release under the Age Discrimination in Employment Act), all obligations of University hereunder shall cease, and Coach shall repay forthwith and in full any and all Liquidated Damages received by Coach from University under this Paragraph 12.

13. **PARAGRAPH INTENTIONALLY OMITTED**

14. **TERMINATION BY COACH.** Coach recognizes that Coach's promise to work for University for the entire Term of this Contract is of critical importance to University. Coach also recognizes that University is making a highly valuable investment in Coach's continued employment by entering into this Contract and its investment would be lost were Coach to resign or otherwise terminate Coach's employment with University prior to the expiration of the Term, the loss of which University cannot be reasonably or adequately compensated in damages in an action at law. Moreover, Coach recognizes that during Coach's employment, Coach shall gain confidential information concerning University's athletic program and that use of this confidential information by another athletic program, and at a Pac-12 Conference athletic program in particular, would place University at a serious competitive disadvantage. Additionally, Coach acknowledges that University would incur significant and substantial administrative, recruiting, and resettlement costs and loss of ticket revenue were Coach to leave University employment before the expiration of the Term and that such costs and losses are difficult to ascertain with certainty.

If Coach terminates Coach's employment during any period of time during the Contract Year 1 (through March 31, 2023), the value of liquidated damages that Coach shall owe University ("Coach Liquidated Damages") will be twenty four million dollars (\$24,000,000).

If Coach terminates Coach's employment during any period of time during the Contract Year 2 (through March 31, 2024), the value of such Coach Liquidated Damages will be twenty million dollars (\$20,000,000).

If Coach terminates Coach's employment during any period of time during the Contract Year 3 (through March 31, 2025), the value of such Coach Liquidated Damages will be sixteen million dollars (\$16,000,000).

If Coach terminates Coach's employment during any period of time during the Contract Year 4 (through March 31, 2026), the value of such Coach Liquidated Damages will be ten million dollars (\$10,000,000).

If Coach terminates Coach's employment during any period of time during the Contract Year 5 (through March 31, 2027), the value of such Coach Liquidated Damages will be six million dollars (\$6,000,000).

If Coach terminates Coach's employment during any period of time during the Contract Year 6 (through March 31, 2028), the value of such Coach Liquidated Damages will be two million dollars (\$2,000,000).

Coach understands that this Paragraph 14 is a material term of this Contract and that any breach of this paragraph will substantially harm University. Coach therefore agrees that, in the event Coach or Coach's designee (if permitted by University) fails to pay the Coach Liquidated Damages specified herein, University shall be entitled to seek and enforce its full rights and remedies hereunder, including an action for full payment and damages.

The parties agree that the Coach Liquidated Damages set forth in this Paragraph 14 is a fair measure of University's costs and losses and is not a penalty. Coach shall pay University the Coach Liquidated Damages on or before ninety (90) days from the date of termination pursuant to this Paragraph 14.

Alternatively, University and Coach may elect to work with a new employer to assign this Contract to the new employer for an assignment fee equal to not less than the Coach Liquidated Damages described in Paragraph 14 (the "Assignment Fee"). Any such assignment shall be in writing and memorialized by a separate assignment and assumption agreement between Coach, University and new employer. As a material term of this Contract, Coach hereby agrees to ensure that such Assignment Fee shall be paid by the new employer to University within ninety (90) days of the coach accepting a position with such new employer. All payments are subject to appropriate tax laws and regulation and shall be included in the payment to University.

Except as may be otherwise agreed to between the parties, in the event the right to terminate pursuant to this Paragraph 14 is exercised, all future obligations between the parties cease effective the date of termination.

University's right to Coach Liquidated Damages under this Paragraph 14 is subject to University's timely execution and return of a waiver and release of claims (the "UCLA Release," attached hereto as Appendix B), which must occur no later than sixty (60) days following the date of termination pursuant to this Paragraph 14).

In the event that University brings a claim in violation of the UCLA Release, all obligations of Coach hereunder shall cease, and University shall repay forthwith and in full any and all Coach Liquidated Damages received by University from Coach (or Coach's designee) under this Paragraph 14.

In the event Coach wishes to terminate this Contract prior to its normal expiration, for cause and due to significant or repetitive breaches of material term(s), Coach must first provide University with prior written Notice detailing the breaches, and a reasonable opportunity to cure (at least sixty (60) days from the date of Notice, the "Cure Period"). If University fails to cure the breach(es) during the Cure Period then, upon the expiration of such Cure Period, Coach may terminate this Contract without owing University the Coach Liquidated Damages, subject to University Policy and procedure (sufficiency of cure determination is in the Chancellor's sole discretion).

15. **CONFIDENTIALITY.** Coach understands and agrees that Coach will receive confidential information about University, the Men's Basketball program, the student athletes, other University athletic programs, and employment decisions concerning other coaches and staff in the course of employment under this Contract. Coach agrees that Coach will not voluntarily release confidential information to third parties, use such confidential information (other than in the course of properly performing Coach's duties hereunder) or to otherwise disclose its contents publicly except under the following circumstances (following written notice to University and a reasonable opportunity for University to seek a protective order): (a) Coach is required by law to disclose the information to the person or entity submitting the request; (b) Coach is required to disclose the information either pursuant to a subpoena issued by a competent authority or an order issued by a court or tribunal of competent jurisdiction; or (c) disclosure is necessary in a judicial action or administrative proceeding (either internal or external). Any breach of this provision by Coach will subject Coach to discipline in accordance with the provisions set forth in Paragraph 10, above. Nothing in this Contract limits, restricts or in any other way affects Coach communicating with any governmental agency or entity, or communicating with any official or staff person of a governmental agency or entity, concerning matters relevant to the governmental agency or entity.
16. **ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS.** Coach agrees to promptly and fully disclose all Intellectual Property (as defined below) to University. Coach hereby assigns and agrees to assign to University (or as otherwise directed by University) Coach's full right, title and interest in and to all Intellectual Property. Coach agrees to execute any and all applications for domestic and foreign patents, copyrights or other proprietary rights and to do such other acts (including the execution and delivery of further instruments of assignment or confirmation and the provision of good faith testimony by declaration, affidavit or in-person) requested by University to assign the Intellectual Property to University (or as otherwise directed by University) and to permit University to secure, prosecute and enforce any patents, copyrights or other proprietary rights to the Intellectual Property. Coach will not charge University for time spent in complying with these obligations. Excluding an autobiographical work that the Coach may write, all copyrightable works that Coach creates during Coach's employment will be considered "work made for hire" and shall, upon creation, be owned exclusively by University; provided, however, any such autobiography shall not state or imply that University endorses Coach or the autobiography, and any uses of the "University of California" or "UC" name, logos, and iconic buildings shall be subject to University's prior written approval, in accordance with University policy. Coach acknowledges that this

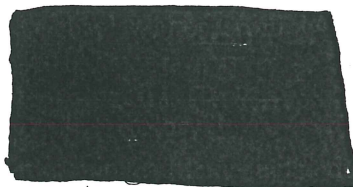
Paragraph 16 shall not apply to any Invention (as defined below) that fully qualifies for exclusion under the provisions of California Labor Code Section 2870, the terms of which are set forth in Appendix C, which is attached and incorporated into this Contract as though fully set forth herein. For purposes of this Contract, “Intellectual Property” means inventions, discoveries, designs, developments, improvements, methods, processes, procedures, plans, projects, systems, techniques, strategies, information, compositions, know-how, works, concepts and ideas, or modifications or derivatives of any of the foregoing (whether or not patentable or copyrightable or constituting trade secrets) (collectively, “Inventions”) conceived, made, created, developed or reduced to practice by Coach (whether alone or with others, whether or not during normal business hours or on or off University premises) during Coach’s employment that relate either to the business of University or any of its affiliates or to any prospective activity of University or any of its affiliates or that result from any work performed by Coach for University or any of its affiliates or that make use of Confidential Information or any of the equipment or facilities of University or any of its affiliates.

17. TAXES; WITHHOLDING; SECTION 457; SECTION 409A.

- (a) All payments made by University under this Contract shall be reduced by any tax or other amounts required to be withheld by University under applicable law.
- (b) In the event that any portion of a payment or benefit is deemed to be taxable prior to the time it is paid to Coach, University may require, as a condition to receipt by Coach of such payment or benefit, that Coach pay to University the Withholding Amount. University will notify Coach in writing of the date on which the Withholding Amount is due to University. If Coach fails to pay the Withholding Amount to University on or prior to such date, that portion of payment or benefit to which the Withholding Amount relates will be forfeited. University may, but is not obligated to, satisfy the additional required withholding from the undistributed portion of a payment or benefit and treat such undistributed portion of a payment or benefit as if such amount had been paid to Coach as wages (in a manner consistent with Section 409A of the Code). Any amount remitted or paid will be subtracted from the balance of the payment or benefit. The “Withholding Amount” shall mean the amount by which the portion of a payment or benefit that is payable is insufficient to cover all applicable withholding requirements, as determined by University. Before withholding on an amount that has yet to be paid to Coach, UCLA would confirm the requirements with tax counsel for the University, or the IRS or another taxing authority and provide notice of the rationale beforehand.
- (c) To the extent any deferred amount under this Contract results in current “wages” for FICA purposes under Section 3121(v) of the Code, University may, but is not obligated to, satisfy the additional required withholding from the undistributed portion of a payment or benefit and treat such undistributed portion of a payment or benefit as if such amount had been paid to Coach as wages (in a manner consistent with Section 409A of the Code).

- (d) For purposes of this Contract, all references to “termination of employment” and correlative phrases shall be construed to require a “separation from service” (as defined in Section 1.409A-1(h) of the Treasury regulations after giving effect to the presumptions contained therein). Each payment made under this Contract shall be treated as a separate payment and the right to a series of installment payments under this Contract is to be treated as a right to a series of separate payments. Any payment or reimbursement for expenses that would constitute nonqualified deferred compensation subject to Section 409A of the Code shall be subject to the following additional rules: (i) no payment or reimbursement of any such expense shall affect Coach’s right to payment or reimbursement of any such expense in any other calendar year; (ii) payment or reimbursement of the expense shall be made, if at all, promptly, but not later than the end of the calendar year following the calendar year in which the expense was incurred; and (iii) the right to payment or reimbursement shall not be subject to liquidation or exchange for any other benefit.
18. **ENTIRE AGREEMENT.** It is **mutually** understood that this Contract (together with the Contract Addendum) contains all of the terms and conditions to which the parties have agreed and that no other understandings or representations, either oral or written, unless expressly referenced herein, regarding the subject matter of this Contract shall be deemed to exist or to bind the parties hereto and that any modification, amendment, or addendum to this Contract shall only be by written instrument signed by each party hereto.
19. **INTERPRETATION.** No provision or part of this Contract which shall prove to be invalid, void or illegal shall in any way affect, impair or invalidate any other provision or part, and such other provisions and part shall remain in full force and effect.
20. **APPLICABLE LAW.** This Contract is made and entered into in the State of California, and the laws of California shall govern its validity and interpretation and the performance by the parties of their respective duties and obligations under this Contract.
21. **NOTICES.** All required notices and statements in connection with this Contract shall be in writing given to the parties at the addresses designated below, or such other addresses as either party may later designate in writing to the other.

If to Coach:

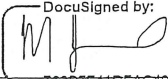


If to University:

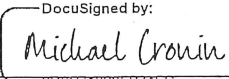
Martin Jarmond
Director of Intercollegiate Athletics
University of California Los Angeles
J.D. Morgan Center
325 Westwood Plaza
Los Angeles, CA 90095

IN WITNESS WHEREOF, the parties hereto shall consider this Contract to be effective upon obtaining signatures as identified below, Coach's successful completion of University background check process, as determined by University in its sole discretion, and signature of the Oath of Allegiance and other documents as necessary.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA:

By:  3/17/2022
76357E41DEAC40C...
Martin Jarmond Date
Director of Intercollegiate Athletics

COACH:

By:  3/17/2022
DB6D71328EB74FC...
Michael Walter Cronin Date
Head Coach, Men's Basketball

HEAD COACH OF MEN'S BASKETBALL

Employment Contract Addendum

This Contract Addendum, effective as of **April 1, 2022**, hereby defines certain terms for the attached Contract entered into on May 24, 2019 the date as time stamped below with Director of Intercollegiate Athletics' signature, between The Regents of the University of California (hereinafter "University") and **Michael Walter Cronin** (hereinafter "Coach"). This Contract Addendum supersedes and replaces all previous contract addenda. All of the terms of the Contract remain as first written unless modified in this Contract Addendum.

1. **TERM:** The term of the Contract begins on **April 1, 2022** and expires on **March 31, 2028** subject to the early termination provisions set forth in the Contract. Notwithstanding the foregoing, by providing Coach written notice at least ten (10) days in advance of the termination date set forth above, University may extend the term of the Contract in the event that Coach and University are negotiating a new contract but have not reached final agreement. If extended, the Contract will terminate on the earlier to occur of: (a) the effective date of the new contract executed by both University and Coach; and (b) the date Coach or University provides written notice to the other party that such party is terminating further negotiations. Within the Term are the following Contract Years:

- A. Contract Year 1: 4/1/2022 – 3/31/2023
- B. Contract Year 2: 4/1/2023 – 3/31/2024
- C. Contract Year 3: 4/1/2024 – 3/31/2025
- D. Contract Year 4: 4/1/2025 – 3/31/2026
- E. Contract Year 5: 4/1/2026 – 3/31/2027
- F. Contract Year 6: 4/1/2027 – 3/31/2028


2. **COMPENSATION:**

- A. **Base Salary.** The annual base salary prorated monthly for this position shall be as follows:

	<u>Annual Base Salary</u>
Contract Year 1	\$300,000
Contract Year 2	\$300,000
Contract Year 3	\$300,000
Contract Year 4	\$300,000
Contract Year 5	\$300,000
Contract Year 6	\$300,000

The base salary shall be the sole amount of compensation considered by the University when determining the level of Coach's benefits under any employee benefit programs offered by the University.

- B. **Talent Fee.** At the sole and reasonable discretion of the Director of Intercollegiate Athletics, Coach shall be assigned to speak at booster gatherings and related

Initials: 

University and Alumni functions, appear on television and radio broadcasts of University sports games and sports shows dedicated to University sports as may be developed, and make other appearances as directed by the Director of Intercollegiate Athletics or Sport Supervisor. Such appearances shall include, without limitation, pre-game and post-game shows connected with game broadcasts. Provided Coach fulfills these assignments as determined in the sole and reasonable discretion of the Director of Intercollegiate Athletics, Coach shall receive an annual talent fee for each Contract Year in accordance with the schedule described below. Payment shall be prorated monthly and shall be paid in accordance with University's regular pay schedule.

	Annual Talent Fee
Contract Year 1	\$3,800,000
Contract Year 2	\$3,800,000
Contract Year 3	\$3,800,000
Contract Year 4	\$3,800,000
Contract Year 5	\$3,800,000
Contract Year 6	\$3,800,000

C. Performance Based Bonus. At the discretion of the Director of Intercollegiate Athletics, in the event University's Men's Basketball team or Coach achieves any of the following accomplishments, Coach may receive the following enumerated performance bonuses for each Contract Year in which such performance is achieved:

Accomplishment	Maximum Bonus Amount
Win Pac-12 Conference Regular Season Championship (outright)	\$25,000
Win Pac-12 Conference Tournament Championship	\$15,000
NCAA Tournament Participation (Round of 64)	\$35,000
NCAA Tournament Third Round Participation (Round of 32)	\$25,000
NCAA Tournament Regional Semifinal Participation (Sweet 16)	\$25,000
NCAA Tournament Regional Finals Participation (Elite 8)	\$25,000
NCAA Tournament National Semifinals Participation (Final 4)	\$50,000
NCAA Tournament National Championship Game Participation	\$25,000
NCAA Tournament National Champion	\$50,000
Pac-12 Coach of the Year (as selected by Pac-12 Coaches)	\$10,000

Eligibility for the above performance bonuses is expressly conditioned upon the following:

- (a) Coach is and has been in compliance with the obligations set forth in the Contract, including Paragraphs 2, 6, 7, 8 and 15 thereof,
- (b) the team is not on NCAA probation during the relevant Contract Year, and

(c) the team's Academic Progress Rate is confirmed to be ≥ 930 (or such other minimum academic performance threshold that allows for participation in the NCAA Championship) for the Contract Year in which the performance bonus is earned.

Collectively, (a), (b) and (c) above are referred to as the "Threshold Requirements."

The parties agree that these performance bonus provisions will be reconsidered in good faith and revised, if appropriate, should the current Men's Basketball postseason structure be substantially modified.

Academic Performance Bonus. At the discretion of the Director of Intercollegiate Athletics, in the event University's Men's Basketball team or Coach meets any of the following academic achievements, Coach may receive the following enumerated academic performance bonuses for each Contract Year in which such performance is achieved, provided Coach satisfies the Threshold Requirements. Annual academic performance bonuses shall be paid no later than thirty (30) days following the end of the period in which such performance bonuses are earned (applicable statistics made public), subject to Coach's continued employment by the University as Head Coach through such date.

Academic Achievement	Academic Performance Bonus Amount
Single Year APR > 930	\$30,000
Single Year APR > 970	\$15,000
Single Year APR = 1000	\$15,000

Coach is eligible to receive identified bonuses for all levels of accomplishment (performance and academic) achieved in a Contract Year, provided that Coach is employed by University on the last day of the University Men's Basketball playing season, inclusive of all postseason competition. No such bonus will be earned until the date that is two (2) years following the last day of the Contract Year to which the bonus relates, provided that the team has not been sanctioned by the NCAA for Level I or Level II violation(s), or multiple Level III violations, (or, in either case, the equivalent in the event the NCAA modifies its infraction structure) that occurred during the relevant Contract Year and in which Coach was directly involved, that Coach facilitated, or condoned, or about which Coach knew or should have known. Notwithstanding the foregoing, annual performance bonuses shall be advanced to Coach no later than sixty (60) days following the end of the season in which the relevant performance metric is achieved, subject to Coach's continued employment by University through the date of payment.

Notwithstanding the foregoing, Coach shall not receive bonuses (performance and academic) paid pursuant to this Contract in excess of **\$345,000** (cumulative) in the aggregate in any Contract Year.

D. Paragraph Intentionally Omitted

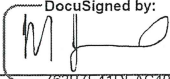
Initials:


- E. Retention Bonus.** If Coach is employed by University as Head Coach, Men's Basketball continuously for the period from April 1, 2022 through April 15, 2025, Coach shall receive a retention bonus payment of **\$2,000,000**. The bonus shall be payable on the next regular University payday following April 15, 2025. If Coach is employed by University as Head Coach, Men's Basketball continuously for the period from April 16, 2025 through March 31, 2028, Coach shall receive a retention bonus payment of **\$2,000,000**. The bonus shall be payable on the next regular University payday following April 1, 2028.
- F. Camps/Clinics.** If, during the Term of this Contract, the Director of Intercollegiate Athletics opts to conduct a holiday and/or summer Men's Basketball Camp/Clinic or camps/clinics, Coach shall be directly responsible to the Director of Intercollegiate Athletics or Sport Supervisor. The dates, times and locations of said camps shall be determined by University. At the discretion of University, an initial payment may be paid prior to the start of camp, provided there are sufficient funds available. Final payment will be paid after the conclusion of the last camp session of each year any such camp is held (and, in all events, no later than December 31 of the calendar year in which such camp is held). The annual compensation to be provided to Coach under this Section 2(F) is not to exceed **\$250,000** per Contract Year.
- G. Impact of Penalties (for Prior Activities).** In the event that the UCLA men's basketball program receives from the NCAA, Pac-12 Conference or other governing body a penalty or sanction that requires the reduction of scholarships, limitations on recruiting or post-season play based, in whole or in part, on activities or conduct that occurred before the Effective Date of this Agreement, then the Director of Intercollegiate Athletics shall meet with Coach, in good faith, to discuss the potential for reasonable updates to the Agreement, taking into consideration the actual impact of such penalty on Coach (if any), including but not limited to performance bonuses.
3. **OTHER COMPENSATION:** Any or all of the following perquisites and benefits may be withdrawn by the Director of Intercollegiate Athletics at any time and shall be subject to any University policy or applicable state or federal laws, regulations, taxes or policies that may be in effect, which may be updated from time to time.
- Tickets.** Coach is entitled to receive complimentary tickets to UCLA events based on the applicable Department and University of California policy.
4. **PARAGRAPH INTENTIONALLY OMITTED.**
5. **HEALTH AND WELFARE BENEFITS:** Coach is appointed for 100% of full-time and is eligible for standard University health, welfare, retirement, and other benefits commensurate with the percent time appointment, subject to plan terms and generally applicable University policies.

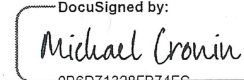
6. **REPORTING LINE:** Coach shall report directly to the Sport Supervisor and indirectly to the Director of Intercollegiate Athletics.

This Contract Addendum shall be effective upon obtaining signatures as identified below and signature of other employment documents as necessary.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA:

By:  _____ 3/17/2022
763B7E41DEAC40C...
Martin Jarmond _____
Director of Intercollegiate Athletics Date

COACH:

By:  _____ 3/17/2022
0B6D71328FB74FC...
Michael Walter Cronin _____
Head Coach, Men's Basketball Date

APPENDIX A

WAIVER AND GENERAL RELEASE OF CLAIMS

This Waiver and General Release (hereafter "Release") is entered into by and between **Michael Walter Cronin** (hereafter "Coach") and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, on behalf of the UNIVERSITY OF CALIFORNIA, LOS ANGELES campus (hereafter "University") (each, a "Party," and collectively, the "Parties").

RECITALS

WHEREAS, Coach was hired by University on April 10, 2019, as Head Coach, Men's Basketball; and

WHEREAS, Coach's employment is governed by the terms of an existing Employment Contract, the terms of which are incorporated hereto; and

WHEREAS, pursuant to Paragraph 12 of Coach's Employment Contract, Coach may be terminated by University without cause;

WHEREAS, pursuant to Paragraph 12 of Coach's Employment Contract, in order to receive Liquidated Damages under this provision, Coach must execute a waiver and release of all claims against University at the time of Coach's employment termination; And

WHEREAS, this Release shall not include claims related to Coach's attempts to collect on amounts owed pursuant to Paragraph 12 of Coach's Employment Contract with the University.

NOW, THEREFORE, Coach and University agree as follows:

RELEASE OF ALL CLAIMS ("RELEASED CLAIMS"). Coach agrees to hereby forever release and discharge University, including all agents, successors, assigns, affiliates, attorneys, trustees, employees, employee benefit plans and all other representatives (hereafter collectively referred to as "Releasees"), 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 Coach may now or hereafter have against University arising from incidents or events occurring on or before the date of Coach's signature below (the "Effective Date") of this Release of Claims. The release set out in this paragraph specifically covers any and all claims arising from or related to Coach's employment with and separation from University employment, or arising from any act or omission by any Releasee occurring before the Effective Date of this Release (hereafter "Released Claims"). The release set out in this paragraph is intended to include, without limitation, any and all claims arising under statutory or common law, including but not limited to: claims under the Immigration Reform and Control Act; the Family Medical Leave Act and the Higher Education Employer-Employee Relations Act; and claims of employment discrimination (such as, but not limited to claims under Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991, the California Fair Employment and Housing Act, the Americans with Disabilities Act, the Equal Pay Act of 1963, the Age Discrimination in Employment Act), and claims under the law of contract and tort; and federal and state claims growing out of allegations of retaliation based on alleged or actual whistle-blowing

Initials:

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activities; and claims arising under University policies and/or collective bargaining agreements; but excluding claims within the exclusive jurisdiction of the Workers Compensation Appeals Board and any other claims that cannot lawfully be released by private agreement.

GOVERNMENT AGENCIES. Nothing in this Release shall affect the U.S. Equal Employment Opportunity Commission's ("EEOC") rights and responsibilities to enforce Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1967, as amended, or any other applicable law, nor shall anything in this Release be construed as a basis for interfering with Coach's protected right to file a charge or complaint with, or participate in an investigation or proceeding conducted by the EEOC or any other state, federal or local government entity; EXCEPT THAT, if the EEOC or any other similar state, federal or local government entity that enforces fair employment practices commences an investigation or proceeding or issues a charge or complaint on Coach's behalf, Coach specifically waives and releases Coach's right, if any, to recover any monetary or other benefits of any sort whatsoever including rights to reinstatement to University employment.

SECTION 1542 RIGHTS WAIVED. The Parties understand and expressly agree that the release set forth in this Release extends to all claims of whatever nature and kind, known or unknown, suspected or unsuspected, vested or contingent, past, present or future, arising from or attributable to any incident or event relating to Coach's University employment occurring in whole or in part on or before the Effective Date of this Release or Coach's separation from employment pursuant to this Release, and that any and all rights granted under Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED.

Section 1542 of the California Civil Code reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

It is the intention of the Parties that the releases contained in this Release comply with the provisions of the Older Workers Benefits Protection Act (29 U.S.C. 5 626). To comply with Section 626(f) of that statute and to effectuate the release by Coach of any potential claims under the federal Age Discrimination in Employment Act ("ADEA"), Coach acknowledges and agrees as follows: (a) Coach has carefully reviewed this Release and understands the terms and conditions it contains; (b) Coach has been, and is hereby, advised of the right to consult any attorney or representative of Coach's choosing to review this Release; (c) Coach is receiving consideration which is above and beyond anything of value to which Coach is already entitled; (d) Coach does not waive rights or claims that may arise after the Effective Date of this Release; and (e) Coach has twenty-one (21) days from receipt of this document to consider the terms and to sign it. Coach may sign this document sooner, but if Coach does so, Coach acknowledges by signing that the decision to sign was Coach's and Coach's alone, and that as a result, Coach voluntarily has waived the balance of the 21-day review period. Coach shall also have seven (7) days after executing this Release to reconsider and revoke this Release. Any revocation must be in writing no later than the

close of business of the seventh (7th) day following Coach's execution of this Release. This Release shall not become enforceable until the seven (7) day revocation period has expired, or until the date of the last signature, whichever is later. If Coach revokes this Release, it shall not be effective or enforceable and Coach will not receive the consideration described herein. Notwithstanding any other provision of this Release, University will have no payment obligation pursuant to this Release until the expiration of seven (7) days after Coach delivers an executed copy of this Release to University.

RETURN OF UNIVERSITY PROPERTY. Coach promises to return to the University, any and all University property in Coach's possession or control, including without limitation, files, documents, office keys, pass cards, cell phone, pager, computer (desktop or laptop), and credit cards, no later than twenty one (21) days after Coach's departure as Head Coach, or the date that Coach signs this Release, whichever is earlier.

OPPORTUNITY FOR REVIEW. Coach acknowledges that Coach enters into this Release of Coach's own free will; that Coach has been encouraged to discuss this document with counsel or a representative of Coach's own choosing; and that Coach has been encouraged to review this document thoroughly. Coach further warrants that Coach: (a) fully understands the contents and effect of this Release; (b) approves and accepts the terms of this Release; (c) agrees to be bound by this Release; and (d) freely and voluntarily signs this document.

MUTUAL NON-DISPARAGEMENT. The Parties agree that after the Effective Date of this Release each will say nothing that is or could be reasonably construed as disparaging to the other, except that nothing in this paragraph shall be construed either to prevent the Parties from providing truthful statements during any investigation conducted by the University or other governmental entity within the scope of its authority. Nothing in this provision alters any obligation of the Parties to provide truthful testimony when compelled to do so under the law.

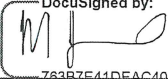
CALIFORNIA LAW. This Release is made and entered into in the State of California and shall in all respects be interpreted and enforced in accordance with California law.

BINDING EFFECT. This Release shall bind the heirs, personal representatives, successors, and assigns of each Party, and inure to the benefit of each Party, its heirs, successors, and assigns.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, intending to be legally bound, Coach has signed as of the day and year written below.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA:

By:  783B7E41DEAC40C...
Martin Jarmond
Director of Intercollegiate Athletics

3/17/2022
Date

COACH:

By:  0B6D71328FB74FC...
Michael Walter Cronin
Head Coach, Men's Basketball

3/17/2022
Date

Initials: 

APPENDIX B

WAIVER AND GENERAL RELEASE OF CLAIMS

This Waiver and General Release (hereafter "Release") is entered into by and between **Michael Walter Cronin** (hereafter "Coach") and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, on behalf of the UNIVERSITY OF CALIFORNIA, LOS ANGELES campus (hereafter "University") (each, a "Party," and collectively, the "Parties").

RECITALS

WHEREAS, Coach was hired by University on April 10, 2019, as Head Coach, Men's Basketball; and

WHEREAS, Coach's employment is governed by the terms of an existing Employment Contract, the terms of which are incorporated hereto; and

WHEREAS, pursuant to Paragraph 14 of Coach's Employment Contract, Coach may terminate his employment by University without cause prior to the expiration of the Term thereof;

WHEREAS, pursuant to Paragraph 14 of Coach's Employment Contract, in order to receive Liquidated Damages under this provision, University must execute a waiver and release of all claims against Coach at the time of Coach's employment termination; and

WHEREAS, this Release shall not include claims related to University's attempts to collect on amounts owed pursuant to Paragraph 14 of Coach's Employment Contract with the University.

NOW, THEREFORE, Coach and University agree as follows:

RELEASE OF ALL CLAIMS ("RELEASED CLAIMS"). University agrees to hereby forever release and discharge Coach, including all agents, successors, assigns, affiliates, attorneys, employees, and all other representatives (hereafter collectively referred to as "Releasees"), 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 University may now or hereafter have against Coach arising from incidents or events occurring on or before the date of University's signature below (the "Effective Date") of this Release of Claims. The release set out in this paragraph specifically covers any and all claims arising from or related to Coach's employment with and separation from University employment, or arising from any act or omission by any Releasee occurring before the Effective Date of this Release (hereafter "Released Claims"). The release set out in this paragraph is intended to include, without limitation, any and all claims arising under statutory or common law, including but not limited to: claims under the Immigration Reform and Control Act; the Family Medical Leave Act and the Higher Education Employer-Employee Relations Act; and claims of employment discrimination (such as, but not limited to claims under Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991, the California Fair Employment and Housing Act, the Americans with Disabilities Act, the Equal Pay Act of 1963, the Age Discrimination in Employment Act), and claims under

the law of contract and tort; and federal and state claims growing out of allegations of retaliation based on alleged or actual whistle-blowing activities; and claims arising under University policies and/or collective bargaining agreements; but excluding claims within the exclusive jurisdiction of the Workers Compensation Appeals Board and any other claims that cannot lawfully be released by private agreement.

GOVERNMENT AGENCIES. Nothing in this Release shall affect the U.S. Equal Employment Opportunity Commission's ("EEOC") rights and responsibilities to enforce Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1967, as amended, or any other applicable law, nor shall anything in this Release be construed as a basis for interfering with Coach's protected right to file a charge or complaint with, or participate in an investigation or proceeding conducted by the EEOC or any other state, federal or local government entity; EXCEPT THAT, if the EEOC or any other similar state, federal or local government entity that enforces fair employment practices commences an investigation or proceeding or issues a charge or complaint on University's behalf, University specifically waives and releases University's right, if any, to recover any monetary or other benefits of any sort whatsoever including rights to reinstatement to University employment.

SECTION 1542 RIGHTS WAIVED. The Parties understand and expressly agree that the release set forth in this Release extends to all claims of whatever nature and kind, known or unknown, suspected or unsuspected, vested or contingent, past, present or future, arising from or attributable to any incident or event relating to Coach's University employment occurring in whole or in part on or before the Effective Date of this Release or Coach's separation from employment pursuant to this Release, and that any and all rights granted under Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED.

Section 1542 of the California Civil Code reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Notwithstanding any other provision of this Release, Coach will have no payment obligation pursuant to this Release until University delivers an executed copy of this Release to Coach.

RETURN OF UNIVERSITY PROPERTY. Coach promises to return to the University, any and all University property in Coach's possession or control, including without limitation, files, documents, office keys, pass cards, cell phone, pager, computer (desktop or laptop), and credit cards, no later than twenty one (21) days after Coach's departure as Head Coach, or the date that Coach signs this Release, whichever is earlier.

OPPORTUNITY FOR REVIEW. University acknowledges that University enters into this Release of University's own free will; that University has been encouraged to discuss this

document with counsel or a representative of University's own choosing; and that University has been encouraged to review this document thoroughly. University further warrants that University: (a) fully understands the contents and effect of this Release; (b) approves and accepts the terms of this Release; (c) agrees to be bound by this Release; and (d) freely and voluntarily signs this document.

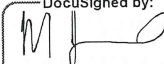
MUTUAL NON-DISPARAGEMENT. The Parties agree that after the Effective Date of this Release each will say nothing that is or could be reasonably construed as disparaging to the other, except that nothing in this paragraph shall be construed either to prevent the Parties from providing truthful statements during any investigation conducted by the University or other governmental entity within the scope of its authority. Nothing in this provision alters any obligation of the Parties to provide truthful testimony when compelled to do so under the law.

CALIFORNIA LAW. This Release is made and entered into in the State of California and shall in all respects be interpreted and enforced in accordance with California law.

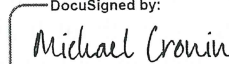
BINDING EFFECT. This Release shall bind the heirs, personal representatives, successors, and assigns of each Party, and inure to the benefit of each Party, its heirs, successors, and assigns.

IN WITNESS WHEREOF, intending to be legally bound, University has signed as of the day and year written below.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA:

By:	DocuSigned by: 	3/17/2022
	Martin Jarmond Director of Intercollegiate Athletics	Date

COACH:

By:	DocuSigned by: 	3/17/2022
	Michael Walter Cronin Head Coach, Men's Basketball	Date

APPENDIX C

INVENTION ASSIGNMENT NOTICE

You are hereby notified that the Restrictive Covenant Agreement between you and The Regents of the University of California, on behalf of the University of California, Los Angeles, dated as April 1, 2022, does not apply to any invention which qualifies fully for exclusion under the provisions of Section 2870 of the California Labor Code. Following is the text of California Labor Code § 2870:

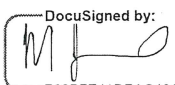
CALIFORNIA LABOR CODE SECTION 2870

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:


- (1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or
- (2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA:

By:  _____
 763B7E41DEAC40C...
 Martin Jarmond
 Director of Intercollegiate Athletics

I acknowledge receiving a copy of this Invention Assignment Notice:

 _____
 0B6D71328FB74FC...
 Michael Walter Cronin

Date: 3/17/2022

