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12 Clare Weber and Anissa Rogers

13 **Superior Court of the State of California**
14 **For the County of Los Angeles - Central District**

15 Clare Weber, Anissa Rogers

16 Plaintiffs,

17 vs.

18 Board of Trustees of the California
19 State University (the State of
20 California acting in its higher
21 education capacity); Tomás
22 Morales, an individual; Jake Zhu, an
23 individual and Does 1 through 50,
24 inclusive

24 Defendants.

Case No. 23STCV05549

**Complaint for Damages and Public
Injunctive Relief**

1. **Violation of California Equal Pay Act (California Labor Code § 1197.5**
2. **Retaliation in Violation of California Equal Pay Act (California Labor Code § 1197.5(k))**
3. **Discrimination on the Basis of Gender (California Government Code § 12940(a))**
4. **Harassment on the Basis of Gender (California Government Code § 12940(j))**

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- 5. **Retaliation (California Government Code § 12940(h))**
- 6. **Failure to Prevent Harassment (California Government Code § 12940(k))**
- 7. **Violation of California Labor Code Section 1102.5(c)**
- 8. **Unlawful Sex Discrimination in Violation of California Constitution, Article I, Section 8**
- 9. **Failure to Produce Personnel File for Inspection in Violation of California Labor Code Section 1198.5**
- 10. **Negligent Infliction of Emotional Distress**
- 11. **Intentional Infliction of Emotional Distress**

Jury Trial Demanded by Plaintiffs

1 Plaintiffs Clare Weber and Anissa Rogers (hereinafter referred to as “Dr.
2 Weber,” “Dr. Rogers” and/or “Plaintiffs”) complain and allege as follows:
3

4 **Introduction**

5 1. Defendant Board of Trustees of the California State University
6 (“Defendant CSU”) is a cesspool of gender harassment and discrimination.

7 2. After an avalanche of reports¹ throughout spring, summer, fall and
8 winter of 2022 exposing Defendant CSU for lavish payouts to known workplace
9 harassers and for burying complaints of sexual harassment and gender
10 discrimination – not to mention a published study finding that Defendant CSU
11 pays its female employees less than their male counterparts – Chancellor Jolene
12 Koester was forced to admit what females at CSU have known for decades:

13 *“California State University has fallen short in our effort to ensure that
14 our campuses are safe and welcoming environments where students, faculty
15 and staff can thrive personally, professionally and intellectually, free of
16 discrimination, harassment and sexual misconduct.”²*

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18 ¹ See Alexis Timko, *Cal State agreed to keep sexual harassment findings against two professors under*
19 *wraps*, Los Angeles Times (July 26, 2022) <https://www.latimes.com/california/story/2022-07-26/two-csu-san-marcos-professors-faced-no-punishment-after-sex-harassment-claims>;

20 Colleen Shalby, Robert J. Lopez, *After Times investigations, state will investigate CSU sex*
21 *harassment scandals*, Los Angeles Times (June 27, 2022)
22 <https://www.latimes.com/california/story/2022-06-27/state-lawmakers-approve-independent-audit-of-csu-handling-of-sexual-harassment-cases>;

23 Colleen Shalby, Robert J. Lopez, *CSU provost faced retaliation after reporting harassment by*
24 *president’s husband, records claim*, Los Angeles Times (April 13, 2022)
25 <https://www.latimes.com/california/story/2022-04-13/csu-provost-reported-harassment-against-presidents-husband-then-faced-retaliation-records-say>;

26 Michael Burke, *Castro to receive \$400,000 salary for one year following resignation as CSU*
27 *chancellor*, Edsource (March 4, 2022), <https://edsource.org/2022/castro-to-receive-400000-salary-for-one-year-following-resignation-as-csu-chancellor/668438>;

28 ² *An Important Message from CSU Interim Chancellor Jolene Koester* (June 23, 2022),
<https://www.calstate.edu/csu-system/news/Pages/Letter-From-Chancellor-Koester-June-23->

1 3. Despicably, however, this abuse has been well known and accepted by
2 Dr. Koester (and other CSU leaders) – *for years*.

3 4. A barrage of witnesses have emerged to corroborate, under penalty of
4 perjury, that, despite Dr. Koester’s trite platitudes, Dr. Koester is known to have
5 “coached” female employees about how best to *endure* well-documented sex
6 harassment, discrimination and retaliation by high-ranking male employees (while
7 doing nothing to stop it). As one employee declared under penalty of perjury:

8 ***“California State University, San Bernardino protects its men.”***
9

10 5. Defendant CSU operates 23 campuses and is the largest four-year
11 public university system in the United States, employing nearly 56,000 faculty and
12 staff.³

13 6. Defendant CSU is governed by a Board of Trustees that appoints the
14 chief executive officer of the system (the Chancellor), as well as the president of
15 each of its campuses,⁴ including Defendant Tomás Morales (“Defendant
16 Morales”) – the President of Defendant CSU’s San Bernardino campus, which
17 also includes the Palm Desert campus. Defendant Morales, in turn, appoints
18 various Deans including Defendant Jake Zhu – Dean of the Palm Desert campus.

19 7. For the 2022-2023 fiscal year, the State of California agreed to pay
20 Defendant CSU \$365 million in annual funding *in addition to* a whopping \$1.1
21 billion one-time payment.⁵

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23 [2022.aspx#:~:text=As%20you%20likely%20know%20and,and%20intellectually%2C%20free%20of%20discrimination%2C](#)

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25 ³ <https://www.calstate.edu/csu-system/about-the-csu/facts-about-the-csu/Pages/introduction.aspx>

26 ⁴ See Ex. A (April 29, 2022 CSU Employee Compensation/Staff Salary Structure Study
27 Findings)

28 ⁵ <https://www.calstate.edu/csu-system/news/Pages/CSU-Statement-on-CA-2022-23-Budget-Agreement->

1 8. Despite this record influx of cash, however, Defendant CSU – which
2 boasts that “nearly 70 percent of CSU employees are women and minorities”⁶ –
3 has a notorious and well-documented pattern and practice of refusing to pay its
4 female employees equal pay for equal work and for retaliating against those female
5 employees who ask for pay equal to their male peers.^{7 8}

6 9. And, while this entrenched gender pay inequity is striking in and of
7 itself, Defendant CSU’s abuse of its female employees is far more insidious.

8 10. Instead of using its billions of dollars to eradicate severe gender
9 discrimination and harassment, Defendant CSU sits in silence as mostly male
10 administrators and faculty run roughshod over female employees and students,
11 harassing them and retaliating against them with impunity.

12 11. As multiple witnesses have corroborated and attested under penalty of
13 perjury, Defendant Morales, for his part, is well known for his harassment of
14 female employees. Among other things, Defendant Morales is widely known for
15 his:

- 16 a. Ranting at female employees, including Dr. Weber, but not
17 male employees;
- 18 b. Refusing to pay (*i.e.*, approve salaries for) female employees –
19 including Dr. Weber – equal pay compared to their male
20 counterparts performing substantially similar (and in many

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22 [.aspx#:~:text=Their%20agreement%20includes%20a%20total,California%20State%20University%20\(CSU\).](#)

23 ⁶ <https://www.calstate.edu/impact-of-the-csu/diversity>

24 ⁷ See Ex. B, *Camelia Fowler v. California State University, et al.*, Superior Court of California, San
25 Bernardino County Case No. SB2212118) (Alleging that Defendant “CSU pay[s] its female
26 employees and employees of color less money for the substantially the same work in substantially
the same work positions.”).

27 ⁸ See Ex. C, May 26, 2022 “CSU Salary Structure: Gender and Racial Based Pay Gaps” (Finding
28 there is “a consistent pattern of wage gaps for women and non-White workers in the CSU
system.”).

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- cases identical) work;
- c. Holding female employees to higher standards than their male counterparts;
- d. Subjecting female employees, including Dr. Weber, to unwarranted criticism;
- e. Approving retaliatory investigations that target female employees;
- f. Routinely denying salary increases for female employees, including Dr. Weber, despite dire warnings from Vice Presidents to Defendant Morales that such female employees are making drastically less than their male counterparts, that Defendant CSU has Title IX exposure, and that by raising such salaries “*the university can avoid a Title IX complaint;*”
- g. Aggressively attempting to intimidate female employees, including Dr. Weber, but not male employees;
- h. Undermining female employees, including Dr. Weber, but not similarly undermining male employees;
- i. Refusing to call female employees by their real names (instead, routinely calling them by different names entirely; for instance, he routinely called Dr. Weber, “Dr. Web”); Defendant Morales used correct names when referring to male employees;
- j. Failing to promote female employees, including Dr. Weber, instead promoting less qualified male candidates including by selecting Rafik Mohamed, to replace Provost Shari McMahan;
- k. Refusing to discipline (let alone investigate) a male employee, Craig Seal (then Dean of Undergraduate Studies), who repeatedly undermined and was insubordinate to Dr. Weber, instead ratifying such conduct by assigning Mr. Seal more prestigious job responsibilities;
- l. Stripping Dr. Weber of job duties after she complained that a male subordinate was engaging in repeated acts of insubordination and was undermining her; Defendant Morales

1 then assigned such job duties to the male employee;

- 2 m. Becoming hostile towards female employees who required
3 modified schedules for childcare obligations but allowing male
4 employees with children to adjust their schedules as needed;
- 5 n. Passing over female employees, including Dr. Weber, for
6 leadership roles, instead selecting less qualified males;
- 7 o. Refusing to use correct job titles for his female employees
8 (instead using less prestigious and incorrect job titles when
9 referring to female employees, including calling Dr. Weber, who
10 was a Vice Provost, an Associate Vice Provost); and
- 11 p. Retaliating against his female employees who complain of
12 gender discrimination.

13 12. Defendant Morales – the highest ranking official at Defendant CSU’s
14 San Bernardino campus – sends the unequivocal message that the harassment of
15 female employees is not only acceptable but that it is standard operating procedure.

16 13. Indeed, Defendant Morales – despite repeated reports that Defendant
17 Jake Zhu (Dean of CSU, San Bernardino’s Palm Desert campus) was emulating
18 Morales’ misogynist conduct and systematically targeting female employees – took
19 no action whatsoever. Defendant Zhu, understanding he could harass female
20 employees with impunity, was relentless. Among other things, Defendant Zhu’s
21 harassment included:

- 22 a. Routinely embarking upon what can only be described as
23 screaming rampages against Dr. Rogers and at other female
24 employees, but rarely against male employees;
- 25 i. Defendant Zhu’s screaming was so severe that female
26 employees cried on multiple occasions. Once the female
27 employee was crying, Defendant Zhu would sadistically
28 attempt to shame and humiliate them responding: “*good
leaders don’t cry.*” Defendant Zhu’s attempts to make female
employees cry was purposeful – often using their emotional

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response to his abuse against them, and then refuse to promote them on that basis;

- b. Regularly using gender stereotypes to denigrate Dr. Rogers and other female employees including:
 - i. Telling Dr. Rogers and other female employees that that they were too “*emotional*” even when they were maintaining an even, calm tone;
 - ii. Telling female employees: “*Women are too sensitive;*”
 - iii. Telling female employees: women “*should have the bigger heart for male colleagues;*”
 - iv. Telling Dr. Rogers and other female employees to “*calm down*” even though they were speaking in an even, calm tone;
 - v. Telling female employees they were “*too ambitious*” – something Defendant Zhu never told male employees;
- c. Frequently telling female employees who had children, “*Careers aren’t freight trains you can just jump on and off of*” sending the message that female employees who became pregnant and had children should not be in the workplace;
- d. Praising male employees for work done by their female colleagues and female subordinates but refusing to recognize female employees;
- e. Regularly publicly took credit for Dr. Rogers’ ideas and work product;
- f. Informed Dr. Rogers that one female employee could not be promoted until “*she was done being a mother and her kids were grown;*”
- g. Was routinely very aggressive towards Dr. Rogers and other female employees, but was rarely aggressive towards male employees;

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- h. Was routinely dismissive and condescending towards Dr. Rogers and other female employees, but was not condescending and dismissive towards male employees;
- i. Routinely mocked Dr. Rogers but not male employees;
- j. Frequently interrupted Dr. Rogers while she was speaking including in front of her colleagues; Defendant Zhu rarely interrupted male employees;
- k. Allowed male subordinates to act very aggressively towards Dr. Rogers and other female employees;
- l. Assigned ratings to employees based on, in Defendant Zhu’s words, “their worth.” Defendant Zhu ranked male employees highly, but rated Dr. Rogers and other female employees low or skipped them entirely;
- m. Purposefully tried to intimidate Dr. Rogers and other female employees by raising his voice during routine work conversations;
- n. Disruptively and regularly paced back and forth in front of Dr. Rogers’ office door in an attempt to intimidate her;
- o. Attempted to set Dr. Rogers up for failure including by, among other things:
 - i. Assigning complex, time-consuming projects to Dr. Rogers but informing her she only had a day or two to complete the project;
 - ii. Assigning complex, time-consuming projects to Dr. Rogers but refusing to provide her with a deadline until the day before Defendant Zhu informed her it was due;
 - iii. Assigning a barrage of tasks to Dr. Rogers but when she asked Defendant Zhu for his priorities, he refused to respond instead cryptically and cruelly informing Dr. Rogers, “that’s *your* challenge;” and

1 iv. Frequently asking Dr. Rogers for her opinion but then
2 berating her for providing it.

- 3 p. Allowed male subordinates to purposefully attempt to intimidate
4 Dr. Rogers and other female employees by allowing male
5 subordinates to yell at female employees in his presence; and
6 q. Mocked Dr. Rogers for using gender pronouns in her Zoom
7 name.

8 14. Given the pervasive and known abuse, a litany of employees reported
9 the gender-based abuse by Defendants Morales and Zhu directly to Dr. Jolene
10 Koester, Defendant CSU's Chancellor. But, as these witnesses corroborated under
11 penalty of perjury, Dr. Koester did absolutely nothing. The abuse continued.

12 15. And, despite Defendant CSU's confirmed knowledge of Morales' and
13 Zhu's brazenly illegal conduct, Defendant CSU lavishly rewards Defendants
14 Morales⁹ and Zhu¹⁰ with hundreds of thousands each year.

15 16. This is the norm for Defendant CSU which has a long and sordid
16 history of ratifying gender harassment and discrimination by:

- 17 a. Paying generous settlement offers *to the harassers* worth
18 hundreds of thousands of dollars;
19 b. Supplying the harassers with paid administrative leave;
20 c. Allowing the harassers to "voluntarily" resign; and
21 d. Scrubbing the harassers' personnel files of all mention of
22 disciplinary action.¹¹

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24 ⁹ <https://transparentcalifornia.com/salaries/2021/california-state-university/thomas-d-morales/>

25 ¹⁰ <https://transparentcalifornia.com/salaries/2021/california-state-university/jake-j-zhu/>

26 ¹¹ See Alexis Timko, *Cal State agreed to keep sexual harassment findings against two professors under wraps*, Los Angeles Times (July 26, 2022) <https://www.latimes.com/california/story/2022-07-26/two-csu-san-marcos-professors-faced-no-punishment-after-sex-harassment-claims>;

27 Colleen Shalby, Robert J. Lopez, *After Times investigations, state will investigate CSU sex harassment scandals*, Los Angeles Times (June 27, 2022)

- 1 e. Failing to maintain a centralized data-base to house all
2 complaints of gender discrimination and harassment.
- 3 f. Failing to investigate all complaints of gender discrimination
4 and harassment. And, when Defendant CSU does bother to
5 conduct such investigations, it does not follow standard
6 protocols by having an independent and impartial third party
7 conduct the investigations. Rather, Defendant CSU selects
8 employees whose livelihoods are dependent upon staying in its
9 good graces.

10 17. Indeed, in February 2022, Defendant CSU's Chancellor, Joseph I.
11 Castro, was forced to resign amid a maelstrom of complaints that he did nothing in
12 the face of at least 12 sexual harassment complaints against an administrator over a
13 six-year period.

14 18. Despicably, just like Dr. Koester who replaced him, Castro did
15 absolutely nothing to prevent the sex harassment from occurring. He enabled it.
16 Castro recommended the administrator for a top position at Defendant CSU's San
17 Marcos campus, lauding the administrator as "an exemplary colleague and campus
18 leader" who would be "well prepared."¹²

19 <https://www.latimes.com/california/story/2022-06-27/state-lawmakers-approve-independent-audit-of-csu-handling-of-sexual-harassment-cases>;

20 Colleen Shalby, Robert J. Lopez, *CSU provost faced retaliation after reporting harassment by*
21 *president's husband, records claim*, Los Angeles Times (April 13, 2022)

22 <https://www.latimes.com/california/story/2022-04-13/csu-provost-reported-harassment-against-presidents-husband-then-faced-retaliation-records-say>;

23 Michael Burke, *Castro to receive \$400,000 salary for one year following resignation as CSU*
24 *chancellor*, Edsource (March 4, 2022), <https://edsource.org/2022/castro-to-receive-400000-salary-for-one-year-following-resignation-as-csu-chancellor/668438>;

25 ¹² Thomas Peele, Ashely A. Smith and Daniel J. Willis, *More CSU sexual harassment and abuse*
26 *cases made public: Records show CSU administrators verbally abused and sexually harassed employees*
27 *at six campuses*, EdSource (May 6, 2022), <https://edsource.org/2022/more-csu-sexual-harassment-and-abuse-cases-made-public/671753>

28 Kenny Jacoby, *Disgraced CSU chancellor nominated admin accused of sexual harassment for*
San Marcos presidency, USA Today (March 8, 2022)

1 19. In 2020, after an investigation substantiated more harassment, and six
2 months before Castro was named Defendant CSU’s Chancellor, he approved a
3 \$260,000 settlement agreement with the administrator, which included retirement
4 benefits and a promise of a glowing letter of recommendation for the
5 administrator to retire.¹³

6 20. Then, when Castro was forced to “resign,” Defendant CSU rewarded
7 Castro’s inaction – signing a settlement agreement with Castro that assigned
8 Castro to Defendant CSU’s executive transition program, where he receives a
9 \$401,364 salary and a prestigious title, and be allowed to return to the classroom.¹⁴

10 21. Equally stunning, however, are the measures to which CSU resorts to
11 silence its victims – forcing them to resign (like Plaintiff Anissa Rogers), or, if they
12 refuse, simply firing them (like Plaintiff Clare Weber).

13 22. Indeed, as recently as August 2022, Tom Jackson, President of
14 Defendant CSU’s Humboldt Campus, urged the CSU community to have empathy
15 with those accused of sexual harassment and victims should not go public with their
16 allegations, shamelessly admitting:

17 *“We’re a campus filled with secrets”*¹⁵

18 23. And, as the Faculty Senate at Defendant CSU’s San Bernardino
19 campus recognized in a scathing rebuke of Defendant Morales in 2017:

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24 <https://www.usatoday.com/story/news/investigations/2022/03/08/joseph-castro-nominated-frank-lamas-csu-san-marcos-presidency-fresno-state/9422822002/?gnt-cfr=1>

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26 ¹⁴ See Ex. F (February 17, 2022 Castro Settlement Agreement and Release).

27 ¹⁵ Sonia Waraich, *Cal Poly Humboldt president: Keep Title IX claims behind closed doors*, Times
28 Standard (September 9, 2022) <https://www.times-standard.com/2022/09/09/cal-poly-humboldt-president-keep-title-ix-claims-behind-closed-doors/>

1 “*Compliance is valued over competence and dissent is not tolerated.*”¹⁶

2
3 24. And so, it was with Dr. Clare Weber (former Vice Provost of
4 Academic Affairs at Defendant CSU’s San Bernardino’s campus) and Dr. Anissa
5 Rogers (former Associate Dean at Defendant CSU’s San Bernardino’s Palm
6 Desert campus).

7 25. Within *weeks* after Dr. Weber complained of Defendant CSU’s glaring
8 gender pay disparities, and Dr. Rogers protested to Defendant Zhu that Defendant
9 CSU needed to “*disrupt sexism*” and specifically reported to Dr. Jolene Koester
10 (CSU’s Chancellor) that Defendant Zhu was ruthlessly harassing Dr. Rogers and
11 other female employees, Defendant CSU retaliated.

12 26. Specifically, in *identical* conversations with both Dr. Weber and Dr.
13 Rogers, Defendant CSU’s Provost, Rafik Mohamed, directed both Dr. Weber and
14 Dr. Rogers to lie to their colleagues and students and say they were “resigning.”
15 Dr. Mohamed was abundantly clear with both Dr. Weber and Dr. Rogers: If you do
16 not resign, you will be fired.

17 27. As one current executive of Defendant CSU corroborated under
18 penalty of perjury:

19 “President Morales is so deeply hostile to and regularly discriminates
20 against female employees who work for him, there is a culture of fear at
21 California State University. **And, unfortunately, President Morales**
22 **has a well-known practice of forcing female employees to “resign”**
23 **or “retire” if they disagree with him or complain. He quickly turns**
24 **on female employees who report workplace concerns to him and**
engages in what I can only called a “campaign” to discredit them
and remove the female employees.”

25 (Emphasis added).

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28 ¹⁶ See Ex. D (May 2017 Resolution of No Confidence in the President of California State
University, San Bernardino).

1 28. Dr. Rogers was terrified for her career that she spent decades building.
2 Understanding that Defendant CSU was threatening to ruin her reputation in a
3 tightknit academic community and prospects of future advancement, Dr. Rogers
4 was forced to resign.

5 29. Dr. Weber refused to resign.

6 30. Instead, Dr. Weber – who had just weeks before received a glowing
7 performance evaluation and months before received outward praise from
8 Defendant Morales himself, doubled-down on her complaints.

9 31. On July 26, 2022, Dr. Weber wrote to Defendant Morales:

10
11 “I explicitly raised concerns that these female Vice Provosts were
12 being paid less because of their gender. I have been shocked and
13 saddened that CSU’s response to my complaints was to subject me to
14 unprecedented and unwarranted criticism and then -- just a month
15 later -- ask me to “resign” from my position. This is highly offensive
16 and totally discriminatory, and retaliatory . . . I ask that you stop this
17 discrimination and retaliation immediately and let me continue on. I
18 also ask that you investigate my concerns that CSU engages in gender
19 discrimination by paying its female Vice Provosts less than its male
20 Vice Provosts.”

21 32. The very next day, Defendant CSU fired Dr. Weber.

22 33. And, thereafter, Defendant CSU, understanding the magnitude of its
23 illegal conduct, attempted to cover up its actions in subsequent (and conflicting)
24 explanations to current employees, who have corroborated the same under penalty
25 of perjury.

26 34. As one employee lamented to Dr. Weber in writing shortly after her
27 firing:

28 *“It is outrageous . . . It doesn’t make sense.”*

(Emphasis added).

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Jurisdiction and Venue

35. The Court has personal jurisdiction over the defendants because they are residents of and/or doing business in the State of California.

36. Venue is proper in this County in accordance with Section 395(a) of the California Code of Civil Procedure because the defendants, or some of them, reside in this County, and the injuries alleged herein occurred in this county. Venue is also proper in this County in accordance with Section 12965(c)(3) of the California Government Code because the unlawful practices alleged by Dr. Weber in violation of the California Fair Employment and Housing Act (California Government Code §§ 12940, *et seq.*) were committed in this County. In the alternative, venue is appropriate in this County in accordance with Section 395(a) and Section 395.5 of the California Code of Civil Procedure because Defendants and Dr. Weber contracted to perform their obligations in this County, the contract was entered into in this County, and because the liability, obligation and breach occurred within this County.

The Parties

37. Dr. Weber is an individual who, at relevant times during the events alleged herein, resided in Los Angeles, California.

38. Dr. Weber is a current employee of Defendant Board of Trustees of the California State University (hereinafter “CSU”) with an employment dispute against them. Before she was fired from her position, Dr. Weber was employed by Defendant CSU as the Deputy Provost and Vice Provost for Academic Programs at California State University, San Bernardino.

39. Dr. Rogers is an individual who, at relevant times during the events alleged herein, resided in La Quinta, California.

///

1 40. Dr. Weber is a current employee of Defendant Board of Trustees of
2 the California State University (hereinafter “CSU”) with an employment dispute
3 against them. Before she was forced to resign her position, Dr. Rogers was
4 employed as by Defendant CSU as the Associate Dean of the Palm Desert at
5 California State University, San Bernardino.

6 41. Defendant CSU is a public entity – the State of California, acting in its
7 higher education capacity, under the operative control of Defendant Board of
8 Trustees of the California State University.

9 42. Defendant Tomás Morales is the President of California State
10 University, San Bernardino. Defendant Morales, at all relevant times during the
11 events alleged herein, resided in Claremont, California.

12 43. Defendant Jake Zhu is the Dean of California State University, San
13 Bernardino (Palm Desert campus). Defendant Zhu, at all relevant times during the
14 events alleged herein, resided in Highland, California.

15 44. The true names and capacities, whether corporate, associate,
16 individual or otherwise of Defendants Does 1 through 50, inclusive, are unknown to
17 Dr. Weber and Dr. Rogers, who therefore sue said Defendants by such fictitious
18 names. Each of the Defendants designated herein as a Doe is negligently or
19 otherwise legally responsible in some manner for the events and happenings herein
20 referred to and caused injuries and damages proximately thereby to Dr. Weber and
21 Dr. Rogers as herein alleged. Dr. Weber and Dr. Rogers will seek leave of Court to
22 amend this Complaint to show their names and capacities when the same have been
23 ascertained.

24 45. At all times herein mentioned, Defendants, and each of them, were
25 the agents, representatives, employees, successors and/or assigns, each of the
26 other, and at all times pertinent hereto were acting within the course and scope of
27 their authority as such agents, representatives, employees, successors and/or
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1 assigns and acting on behalf of, under the authority of, and subject to the control of
2 each other.

3 46. Dr. Weber and Dr. Rogers are informed and believe, and thereon
4 allege, that each defendant named in this Complaint, including Does 1 through 50,
5 inclusive, knowingly and willfully acted in concert, conspired and agreed together
6 among themselves and entered into a combination and systemized campaign of
7 activity to, *inter alia*, damage Dr. Weber and to otherwise consciously and/or
8 recklessly act in derogation of Dr. Weber's and Dr. Rogers' rights, and the trust
9 reposed by Dr. Weber and Dr. Rogers in each of said defendants, said acts being
10 negligently and/or intentionally inflicted.

11 47. Said conspiracy, and defendants' concerted actions, were such that, to
12 the information and belief of Dr. Weber and Dr. Rogers, and to all appearances,
13 defendants and each of them, represented a unified body so that the actions of one
14 defendant were accomplished in concert with, and with knowledge, ratification,
15 authorization and approval of each of the other defendants.

16 48. At all times set forth herein, the acts and omissions of each defendant
17 caused, led and/or contributed to the various acts and omissions of each and all of
18 the other defendants, legally causing the injuries as set forth herein.

19
20 **Facts Common to All Causes of Action**

21 **A. Defendant CSU's Mythological Anti-Discrimination and Harassment**
22 **Policies.**

23 77. Defendant CSU routinely lies to the public, its employees and its staff
24 about its effusive commitment to equity and diversity, setting forth a litany of what
25 one employee recently described as: "perfunctory platitudes."

26 78. Conspicuously, on Defendant CSU's website and in materials
27 advertising its "renowned" education to millions of Californians, Defendant CSU
28

1 boasts that “nearly 70 percent of CSU employees are women and minorities.”¹⁷

2 79. Defendant CSU likewise advertises on its website and in materials to
3 millions of Californians that “CSU’s workforce is 55 percent female.” *Id.*

4 80. Defendant CSU also proclaims on its website and in advertising to
5 millions of Californians that it “fosters” an “employment environment that is safe
6 and respects all employees.”¹⁸

7 81. Elsewhere, Defendant CSU claims that it is “celebrated nationally for
8 its commitment to diversity, inclusion and excellence.”¹⁹

9 82. Still elsewhere Defendant CSU lauds itself for having a workforce that
10 is “exceptionally diverse.”²⁰

11 83. Defendant CSU purports to advance such diversity by “protect[ing]
12 people from discrimination based on . . . gender.” And, should an employee
13 complain of discrimination, Defendant CSU professes to “protect[] the rights of
14 those who report.”²¹

15 84. This effusive, self-serving commitment to gender equity and a “safe”
16 working environment is a complete and utter ruse. Instead, Defendant CSU in
17 general, and Defendant Morales in particular, are notoriously hostile to their
18 female employees. Female employees who complain about that hostility or the fact
19 that they are discriminated against and paid less than their male peers are swiftly
20 punished.

21 ///

22 _____
23 ¹⁷ <https://www.calstate.edu/impact-of-the-csu/diversity>

24 ¹⁸ <https://www.calstate.edu/csu-system/administration/systemwide-human-resources/your-rights>

25 ¹⁹ <https://www.calstate.edu/csu-system/why-the-csu-matters/pages/closing-the-achievement-gap.aspx>

26 ²⁰ <https://www.calstate.edu/csu-system/administration/systemwide-human-resources>

27 ²¹ <https://www.calstate.edu/csu-system/administration/systemwide-human-resources/your-rights>
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1 85. This retaliation is nothing new to Defendant CSU. As the Faculty
2 Senate at CSU’s San Bernardino campus wrote of Defendant Morales who helms
3 the campus:

4
5 *“Compliance is valued over competence and dissent is not tolerated.”*²²

6 **B. In May 2017, An Overwhelming Majority of Faculty, Staff and**
7 **Administrators Forcefully Call for Defendant Morales’ Ouster; While**
8 **This Is Not the First Time Morales Has Been Rebuked By His**
9 **Employer, Defendant CSU Does Absolutely Nothing.**

10 86. In May 2017, within three years of his appointment as President of
11 California State University, San Bernardino, the Faculty Senate, in a “Resolution
12 of No Confidence” called for Defendant Morales’ replacement.²³

13 87. The Resolution of No Confidence against Defendant Morales was
14 scathing. It detailed a glaring pattern of abuse by Defendant Morales. Among
15 other things, the Resolution forcefully declared:

- 16
- 17 a. In a survey of “more than 750 faculty, staff and administrators .
18 . . . over two-thirds of the respondents indicated the climate had
19 changed, and 89% of those individuals stated that the climate
20 had become worse [under President Morales].”
 - 21 b. “The results indicated that an atmosphere of toxicity, fear and
22 distrust of the central administration has developed among
23 CSUSB faculty, administrators, and staff during the President’s
24 tenure, with numerous reports of bullying, favoritism and
25 retaliation.”
 - 26 c. “One year after the release of the climate survey findings,
27 despite initially promising that all of the survey’s

26 ²² See Ex. D (May 2017 Resolution of No Confidence in the President of California State
27 University, San Bernardino).

28 ²³ See Ex. D (May 2017 Resolution of No Confidence in the President of California State
University, San Bernardino).

1 recommendations would be implemented, the President has
2 failed to address the bulk of the recommendations for improving
3 campus climate, including the development of an anti-bullying
4 policy and an audit of the Human Resources department.”

5 d. “President Morales continues to be unwilling to acknowledge
6 the severity of the problems of fear and distrust among
7 employees.”

8 e. “There has been an unusually high level of turnover in the
9 CSUSB senior administration since President Morales’ arrival
10 on campus, as highly regarded longstanding administrators have
11 been fired or asked to resign, resulting in a loss of institutional
12 memory and a weakened understanding of CSUSB’s rootedness
13 in our service area.”

14 f. “President Morales has exhibited cronyism and favoritism in
15 his appointment of interim administrators.”

16 g. “A majority of all faculty, staff, and administrator respondents
17 to the campus climate survey have lost confidence in the
18 campus leadership, believe that it is not open to receiving
19 feedback, has not communicated a clear direction, and does not
20 act with honesty and integrity.”

21 88. But, Defendant Morales – who fosters and perpetuates this
22 “atmosphere of toxicity [and] fear” – refuses to lift a finger to address these
23 problems. According to the Resolution of No Confidence:

24 Defendant Morales “den[ies] the importance of the problems . . . and
25 seems disinterested in resolving the climate issues, clearly attributable
26 to him.”

27 89. And yet, the scathing Resolution of No Confidence did not stop there.
28 It found:

“The central administration operates in secret and seems to
encourage the division of the campus into factions. Friends are
rewarded, sometimes lavishly; **enemies are ignored or suffer**

1 **retaliation. Compliance is valued over competence and dissent is**
2 **not tolerated. President Morales pays lip service to cherished**
3 **values, like shared governance, but does not practice them; he**
4 **frequently talks about transparency, integrity and openness, yet**
5 **fails to practice these values, and he is failing the faculty, staff,**
6 **administrators, and students of this university.**

6 We respectfully request that faculty colleagues join us in calling for an
7 end to this unworthy leadership by voting decisively in favor of no
8 confidence in the President. We do not undertake this step lightly, but
9 the President has established a pattern of behavior that jeopardizes our
10 mission to provide our students with a quality education. We believe
11 we must take this action now to restore the health of our cherished
12 institution.”

11 *See Ex. D (Emphasis added).*

12 90. The Resolution of No Confidence – which alone was withering its
13 assessment of Defendant Morales – was not the only time Morales had been
14 rebuked by his employer. Defendant Morales’ career has been plagued by such
15 accusations.
16

17 91. Specifically, in March 2012, 31 of 54 senators of the College of Staten
18 Island led a similar “No Confidence Resolution” against Defendant Morales,
19 calling him “incapable of effectively leading the College of Staten Island.”
20 Defendant CSU – which was no doubt aware of this “No Confidence Resolution”
21 – hired Morales just two months later.²⁴ CSU’s decision to hire Defendant Morales
22 in the face of accusations calling him “incapable of effectively leading the College
23 of Staten Island,” is emblematic of the problems caused by higher education’s “old
24 boys’ network” in which colleges and universities trade back-and-forth one “bad
25 apple” for another rather than promoting obviously deserving female employees.
26

27
28 ²⁴ Peter Hogness, *CSI President Morales Announces Departure*, Professional Staff Congress (June 2012) <https://psc-cuny.org/clarion/june-2012/csi-president-morales-announces-departure>

1 **C. Dr. Weber – an Educator with An Established Commitment to Gender**
2 **Rights – Commences Employment as Vice Provost at Defendant CSU;**
3 **She Immediately Receives (and Spends Five Years Receiving) Glowing**
4 **Feedback.**

5 92. On or about August 14, 2017, Dr. Weber was appointed to her position
6 as Deputy Provost and Vice Provost for Academic Programs at Defendant CSU’s
7 San Bernardino campus – the first person to ever hold this role.

8 93. Long before her appointment, however, Dr. Weber had already
9 established herself as an expert with an unassailable commitment to diversity,
10 equity and inclusion efforts in general, and gender equity in particular. Among
11 many other things, Dr. Weber:

- 12 a. Serves as Senior Advisor to the Gender Equity Policy Institute;
- 13 b. Pioneered and chaired the Women’s Studies Faculty Advisory
14 Committee at Defendant CSU’s Dominguez Hills campus;
- 15 c. Co-authored the Women’s Resource Center recommended
16 campus sexual assault policies at Defendant CSU’s Dominguez
17 Hills campus;
- 18 d. Oversaw the development of the Women’s Resource Center at
19 Defendant CSU Dominguez Hills campus;
- 20 e. Authored numerous publications seeking to advancing gender
21 equity including, among others:
 - 22 i. “*We Don’t Need Your Help, We Need Your Support:*
23 *Mexican Immigrant Mothering and Community*
24 *Organizing*” Journal of the Motherhood Initiative issue
25 on Mothering and Migration: (Trans)nationalisms,
26 Globalization, And Displacement., Vol. 2.2, Fall/Winter
27 2011;
 - 28 ii. *Visions of Solidarity: US Peace Activists in Nicaragua, from*
War to Women’s Activism and Globalization. Lanham,

1 MD: Lexington Books 2006;

- 2
- 3 f. Served as a prolific speaker and panel organizer on gender
- 4 equity and diversity, equity and inclusion topics including:
- 5 i. *“First Steps: Addressing Issues of Equity, Diversity, and*
- 6 *Social Justice in the Development of a Campus-Wide*
- 7 *Assessment Process,”* Co- Presented with J. Sylva, M.
- 8 Lopez-Wagner, M. Nguyen at WSCUC Annual
- 9 Academic Resource Conference, Garden Grove, CA,
- 10 April 10, 2019;
- 11 ii. *“Intentionally Engaging Every General Education Student*
- 12 *Through Diverse and Global Perspectives,”* Co- Presented
- 13 with J. Gilbert, M. Teixeira, WSCUC Annual Academic
- 14 Resource Conference, Garden Grove, CA, April 11, 2019;
- 15 iii. *“Development and Gender”* American Sociological
- 16 Association 106th Annual Meeting, Las Vegas, Nevada,
- 17 August 15, 2011.
- 18 iv. *“Women’s Community Organizing,”* CSUDH, Carson,
- 19 CA, March 11, 2011;
- 20 v. *“Cultural Politics and Resistance in the 21st Century:*
- 21 *Community based Social Movements and Global Change in*
- 22 *the Americas,”* Pacific Coast Conference of Latin
- 23 American Studies, Malibu, CA, November 6, 2010;
- 24 vi. *“Immigrant Women’s Community Organizing in Long*
- 25 *Beach, CA”* Panel “Local Resistance and Global
- 26 Connections” Pacific Sociological Association, Oakland,
- 27 CA, April 9, 2010;
- 28 vii. *“Global Inequalities and Local Resistance”* Pacific
- Sociological Association Annual Meeting San Diego, CA,
- April 7, 2009;
- viii. *“Teaching Feminist and Sociological Perspectives on*
- Community Activism Through A Community Action*
- Project,”* CSUDH Campus Community Self-Study Poster

1 Session, Carson, CA, February 14, 2008;

- 2 ix. “*Working Across Borders: A Critical Look*” presented to
3 the International Research Conference: Dimensions of
4 International Migration, Pomona, CA, April 14, 2007;
- 5 x. “*Author Meets Critics: Clare Weber, Visions of Solidarity:
6 US Peace Activists in Nicaragua form War to Women’s
7 Activism and Globalization*” presented to the 78th Annual
8 Meeting of the Pacific Sociological Association Oakland,
9 CA, March 30, 2007;
- 10 xi. “*Reflections on Research and Activism Across Borders:
11 Examining White Privilege*” presented to the 17th Annual
12 Pacific Southwest Women’s Studies Association
13 Conference, Los Angeles, CA, April, 2007;
- 14 xii. “*Activist Mothering and Mexican Women Immigrant
15 Struggles for Social Movement Autonomy in a Global Port
16 City,*” Motherhood Activism, Advocacy, Agency
17 International Conference, Toronto, Canada, May 13
18 2011;
- 19 xiii. “*A Process of Influence: Leading for Change*” Co-
20 Presented with J. Sylva, M. Nguyen, J. Schiller, Len
21 Zegarski, and Tiffany Rodriguez, WSCUC Annual
22 Academic Resource Conference, Garden Grove, CA,
23 April 11, 2019; and
- 24 xiv. “*Women to Women Dissident Citizen Diplomacy in
25 Nicaragua,*” presented to the 8th International
26 Interdisciplinary Congress on Women, Kampala,
27 Uganda, 2002.

28 94. And, upon assuming her appointment as Defendant CSU’s Deputy
Provost and Vice Provost for Academic Affairs, Dr. Weber continued her
impressive spate of accomplishments, establishing herself as a beloved and
prodigious member of Defendant CSU’s senior leadership. Among many other
things, Dr. Weber’s remarkable list of successes included:

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- a. Developing and adopting a comprehensive diversity, equity and inclusion effort at Defendant CSU, San Bernardino including:
 - i. Implementing assessment practices appropriate for Defendant CSU’s role as a Minority Serving Institution (institutions of higher education that serve minority populations);
 - ii. Worked with Halualani and Associates to initiate an analysis of diversity, equity and inclusion efforts to improve and deepen work at Defendant CSU, San Bernardino; Dr. Weber’s successful efforts in this regard led to the development of the “DEI Strategic Plan” and other actions to support diversity, equity and inclusion efforts at the University;
 - iii. Overseeing the first-time freshman summer experience “Coyote First Step” for first- generation students in Math and English;
 - iv. Co-creating the University Diversity, Equity, and Inclusion Assessment Plan;
 - v. Leading the Deans and Vice Presidents in the development of the CSUSB Strategic Plan Extension and the Diversity, Equity, and Inclusion Strategic Plan assessment processes;
 - vi. Initiating, designing and establishing the Intensive Writing Program with embedded faculty development in anti-racist pedagogy;
 - vii. Implemented a faculty diversity recruitment plan leading to an 18% hiring increase of underrepresented tenure-track faculty;
 - viii. Oversaw and directed Rebecca Lubas, Dean of Libraries, to implement diversity, equity and inclusion efforts including: (1) Planning a banned-book book lecture series ensuring that the banned books spoke to the experiences of CSUSB students, the majority of whom are students of

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color and women; and (2) Evaluating library materials to ensure that the collection of authors and creators are diverse in race, ethnicity and gender;

ix. Partnering with the Academic Senate to revise the program review process including closing equity gaps and ensuring that program level learning outcomes were inclusive;

x. Advocated for and facilitated the development of the Ethnic Studies major;

b. Leading the development of an embedded, culturally competent peer mentor program in the first year General Education Foundation Seminar;

c. Overseeing the Spring 2021-22 student success and equity campaign for undergraduate re-enrollment leading to a 33% increase in re-enrolled students from Fall 2021 to Spring 2022;

d. Chairing the First-Year Experience Task Force charged with integrating cross-campus approaches for continued increase in graduation and retention rates;

e. Leading the effort to adopt the Stanford-developed PERTs Growth Mindset Program for first-year students leading to a 10% increase in a growth mindset for participating 2019 students and a 13% increase in 2020;

f. Leading the successful process for WSCUC accreditation resulting in ten years of reaccreditation and commendations for the process and several areas of responsibility in Academic Programs;

g. Serving as the University Accreditation Liaison Officer;

h. Launching a data-driven and transparent campus initiative for the 2021 reaffirmation of accreditation self-study involving ten working groups that included Deans, Vice Presidents, and over 136 faculty, staff, and students;

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- i. Leading the successful completion of the 2017 WSCUC Interim Report and the 2019 Mid- cycle Review;
- j. Guiding 16 externally accredited academic programs in the accreditation review process;
- k. Initiating and leading and the University Strategic Planning Process 2023-2027;
- l. Leading the Academic Affairs team in a data-driven planning process linking academic strategic goals and objectives to assessment and academic planning;
- m. Developing the Office of Assessment, including the founding position of Faculty Director;
- n. Founding the University Assessment Capabilities Collaborative resulting in a streamlined and transparent planning and assessment process involving all levels of leadership in academic affairs, student affairs, administration and finance, institutional technology services, and development;
- o. Serving as the Co-Principal Investigator, Inland Empire Cybersecurity Initiative for K-12, Community College, CSUSB Pre-Apprenticeship and Apprenticeship Program, \$3,000,000;
- p. Serving as the Co-Director, Title V-HSI grant from the Federal Department of Education on \$2,608,955;
- q. Serving as a Governing Committee Member for the National Institute of Health Advancing Sponsored Program Infrastructure for Research Excellence (ASPIRE) grant of \$871,000;
- r. Developing and implementing the proposal for the \$200,000 annual Anthology platform project;
- s. Overseeing the \$20,000 faculty Intellectual Life Award;
- t. Serving on the Sponsored Programs Advisory Committee charged with evaluation and implementation of NCURA Report for CSUSB;

- 1 u. Chairing the CSUSB High Impact Practices Committee,
2 meeting the strategic plan goal of student participation in 3
3 HIPs and professional development opportunities for faculty;
- 4 v. Integrating and elevating the Office of Graduate Studies with
5 Research and Funded Projects resulting in coordinated
6 leadership for graduate and undergraduate student research and
7 increased support for faculty and student research;
- 8 w. Leading the implementation of a general education first-year
9 student seminar with embedded peer mentors trained in
10 culturally inclusive methods; and
- 11 x. Leading the implementation of the CSU Executive Order 1110,
12 resulting in a new math curriculum and co-curriculum offerings
13 in the summer bridge program and academic year terms.

14 95. Dr. Weber’s accomplishments for Defendant CSU were extraordinary
15 by any measure.

16 96. In Dr. Weber’s most recent, mid-year 2022 performance review, her
17 former supervisor, Provost Shari McMahan, awarded Dr. Weber the *highest*
18 *possible performance rating* (“exceeds expectations”) in every single category and
19 extolled Dr. Weber, including recognitions that Dr. Weber:

- 20 a. Is “A champion of change;”
- 21 b. Is “An effective leader;”
- 22 c. “Has shown exceptional leadership;”
- 23 d. “Can pivot as change necessitates while assuming managerial
24 responsibility of different units in Academic affairs;”
- 25 e. “Mentors staff and has supported several to transition to more
26 advanced positions in the University;”
- 27 f. “Effectively mentors the General Education, Writing Intensive,
28 and Assessment Faculty Directors;”

- 1 g. “Set structures to move the campus forward and have always
- 2 done so collaboratively;”
- 3 h. “Is team-oriented and has built strong working relationships
- 4 across divisions;”
- 5 i. “Always a team player;” and
- 6 j. “Successful[ly] attain[ed] goals and objectives [which] has
- 7 occurred due to her ability to work well with others.”

8 97. Dr. McMahan was especially effusive about Dr. Weber’s “Diversity
9 and Inclusion” efforts, writing:

10 “Weber has over 15 years of working on diversity initiatives in
11 higher education. She has encouraged collaboration, shares
12 ideas and techniques, and builds strong relationships with
13 others through involvement in projects. Given her current role
14 at CSUSB, Weber centers her commitment to diversity and
15 equity on the development of academic programs, program
16 review, assessment, and support for Community Engagement.
17 She initiated the collaborative workshop with the TRC and
18 Office of Assessment to support faculty in developing inclusive,
19 and equity-minded course syllabi with aligned course learning
20 outcomes. She has supported the writing-intensive program’s
21 inclusion of anti-racist writing pedagogies. She has also led the
22 effort to develop assessment outcomes for the University’s
23 Diversity, Equity, and Inclusion Strategic Plan.

24 ...

25 She has been an essential member of the academic affairs
26 leadership team. She is mindful and educated about the first-
27 generation experience and the steps the University needs to
28 take to ensure the success of students of color. She is intentional
in creating programs and processes that are equity-minded.”

98. Critically, Dr. Weber’s mid-year 2022 performance review was
forward-looking and described multiple projects for which Dr. Weber would be
responsible in the coming months and year ahead.

1 99. And, like Dr. McMahan, Defendant Morales likewise publicly lauded
2 Dr. Weber – at least until June 2022, when Dr. Weber opposed Defendant CSU’s
3 egregious gender discrimination.

4 100. For instance, on March 11, 2022, Defendant Morales recognized Dr.
5 Weber for the university’s achievement of the maximum ten-year re-accreditation
6 from WSCUC – the accrediting body for Western United States higher educational
7 institutions, calling her “an outstanding coordinator for the entire process.”

8 101. On May 6, 2022, Defendant Morales again applauded Dr. Weber’s job
9 performance, emailing Dr. Weber and copying multiple members of executive
10 leadership:

11 “Clare,

12
13 I want to again express my deep appreciation for the exemplary
14 job you did in facilitating today’s leadership retreat. The
15 coordination, organization, technology, and structure were truly
16 outstanding. This successful strategic planning “kick off” will
 serve us well as we move forward.”

17 **D. Despite Dr. Weber’s Impressive Tenure, and Defendant Morales’**
18 **Outward-Facing Praise, Defendant Morales Subjects Dr. Weber and**
19 **Her Female Colleagues to Constant Abuse and Discriminatory Working**
20 **Conditions.**

21 102. Despite his outward praise, however, Defendant Morales was
22 notorious for his routine aggression and harassment of Defendant CSU’s female
23 employees; harassment of which Dr. Weber was a regular victim – including,
24 among other things:

- 25 a. Ranting at female employees, including Dr. Weber, but not
26 male employees;
- 27 b. Refusing to pay (*i.e.*, approve salaries for) female employees –
28 including Dr. Weber – equal pay compared to their male

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- counterparts performing substantially similar (and in many cases identical) work;
- c. Holding female employees to higher standards than their male counterparts;
 - d. Subjecting female employees, including Dr. Weber, to unwarranted criticism;
 - e. Approving retaliatory investigations that target female employees;
 - f. Routinely denying salary increases for female employees, including Dr. Weber, despite dire warnings from Vice Presidents to Defendant Morales that such female employees are making drastically less than their male counterparts, Defendant CSU has Title IX exposure and by raising such salaries “*the university can avoid a Title IX complaint;*”
 - g. Aggressively attempting to intimidate female employees, including Dr. Weber, but not male employees;
 - h. Undermining female employees, including Dr. Weber, but not similarly undermining male employees;
 - i. Refusing to call female employees by their real names (instead, routinely calling them by different names entirely; for instance, he routinely called Dr. Weber, “Dr. Web”); Defendant Morales used correct names when referring to male employees;
 - j. Failing to promote female employees, including Dr. Weber, instead promoting less qualified male candidates including by selecting Rafik Mohamed, to replace Provost Shari McMahan;
 - k. Requiring female management employees to attend campus events such as Convocation and subjecting them to criticism when they did not but not similarly requiring male employees to attend the same events;
 - l. Refusing to discipline (let alone investigate) a male employee, Craig Seal (then Dean of Undergraduate Studies), who repeatedly undermined and was insubordinate to Dr. Weber,

1 instead ratifying such conduct by assigning Mr. Seal more
2 prestigious job responsibilities;

- 3 m. Becoming hostile towards female employees who required
4 modified schedules for childcare obligations but allowing male
5 employees with children to adjust their schedules as needed;
- 6 n. Passing over female employees, including Dr. Weber, for
7 leadership roles, instead selecting less qualified males;
- 8 o. Refusing to use correct job titles for his female employees
9 (instead using less prestigious and incorrect job titles when
10 referring to female employees, including calling Dr. Weber, who
11 was a Vice Provost, an Associate Provost); and
- 12 p. Retaliating against his female employees who complain of
13 gender discrimination.

13 103. Indeed, it is so well known that Defendant Morales is deeply hostile to
14 female employees that, at a recent Faculty Senate meeting, Dr. McMahan aptly
15 observed, when discussing future candidates for a Provost position reporting
16 directly to Defendant Morales:

17 *“I would probably not recommend somebody [for the Provost position]*
18 *with young kids or a husband.”*

19 104. A high-ranking executive reporting to Defendant Morales likewise
20 protested to him, in writing:

- 21 a. “I am being held to a higher standard when compared to my
22 male colleagues”
- 23 b. “I believe expectations are held differently for my male . . .
24 colleagues on the leadership team.”
- 25 c. “You also approved investigations that targeted me as a female
26 .and [another female employee].”
- 27 d. “I am treated differently than my male counterparts”
- 28

- 1 e. “Four [Human Resources AVPs in five years is problematic.]”
2 f. “I have been subjected to different and more stringent
3 standards of success [than my male peers].”
4 g. “This hostile work environment is horrific.”
5

6 105. Defendant Morales is well aware of the criticism that he discriminates
7 against Defendant CSU’s female employees and he moves swiftly moves to silence
8 any disapproval of his record in this regard.

9 106. For instance, at the March 15, 2022 meeting of the Faculty Senate for
10 Defendant CSU’s San Bernardino campus, Chair of the Faculty Senate, Beth
11 Steffel, protested directly to Defendant Morales that “*right now, in the senior*
12 *administrative leadership, a little less than 40% of the leaders are female or women.*”

13 107. Ms. Steffel then specifically emphasized the importance to Defendant
14 Morales of selecting a female Provost to replace outgoing female Provost Shari
15 McMahan.

16 108. However, rather than acknowledge Ms. Steffel’s legitimate concerns,
17 Defendant Morales became irate and rudely and disrespectfully interrupted and cut
18 off Ms. Steffel. While simultaneously admitting that his Cabinet – senior level
19 employees who were hand-selected by Defendant Morales to report directly to him
20 – was, in fact, actually less than 40% female (*i.e.*, Ms. Steffel was correct) –
21 ironically declared:

22 “I will stand behind my record as the president for the last
23 decade in promoting women in campus in the leadership
24 positions.”

25 109. He then, in a Trumpian, self-congratulatory boast, claimed:

26 “*Very few presidents [like me] take the time to listen to members of the campus*
27 *community.*”
28

1 110. Defendant Morales’ belief in his “record” is delusional. As one
2 witness declared under penalty of perjury:

3 “Despite President Morales’ really discriminatory treatment of female
4 employees, President Morales has a myopic and hypocritical fixation on
5 DEI (Diversity, Equity and Inclusion) efforts. I have found this to be
6 incredibly ironic given his history of mistreatment of female employees
7 like myself.”

8 111. Indeed, witnesses have emerged to paint a dire and frightening portrait
9 of Defendant Morales. For instance, one female executive attested under penalty
10 of perjury:

11 **“In my observation, President Morales has a very real problem**
12 **working with female employees and frequently expresses his**
13 **disdain for them.**

14 ...

15 **President Morales often screams at me and other female**
16 **employees during Cabinet meetings when we are raising routine**
17 **issues facing California State University.** If President Morales
18 perceives that I disagree with him, even though I am at all times
19 respectful, he will frequently berate and yell at me. I have not seen
20 President Morales engage in similar screaming at and berating male
21 employees. He lashes out at female employees but not male
22 employees. It is highly disturbing.

23 ...

24 **As I described above, President Morales also subjects his female**
25 **employees to higher standards than his male employees including**
26 **a stricter level of scrutiny.** As a female employee I have often had
27 the experience of having to “prove” myself whereas my male
28 counterparts can say something and it is taken at face value – a
female’s word is regarded by President Morales as nothing regardless
of her expertise.

 ...

 President Morales displays such a severe lack of trust and deep
skepticism towards his female employees that **it is well known**

1 **amongst female employees who report to President Morales that,**
2 **if you are female, it is critical to have a “male champion” at work**
3 **who can advocate for your recommendations and “plead your**
4 **case.”**

5 ...

6 I have never heard of or observed male employees, who President
7 Morales appears to trust implicitly, needing an “advocate” or a
8 “champion” to further their work at California State University. If
9 you are female, your word means nothing to President Morales,
10 regardless of your expertise and he does not trust female employees
11 to know what they are doing.

12 ...

13 **President Morales also pays female employees, who are doing**
14 **identical or substantially similar job duties, less than their male**
15 **counterparts. I know this to be true because this is what**
16 **happened to me.** I am currently paid thousands upon thousands of
17 dollars less than my male predecessor who had the same experience
18 as I did when I accepted my job position. In fact, I have far more job
19 duties than my male predecessor and, if anything, I should be paid
20 more. When I protested this to President Morales, he told me it was
21 “take it or leave it.”

22 (Emphasis added).

23 112. However, despite Defendant Morales’ well-known abuse of female
24 employees, Defendant CSU has designed a Human Resources Department to
25 protect Morales and others who engage in unlawful discrimination, harassment,
26 and retaliation.

27 113. As yet another employee attested under penalty of perjury:

28 “I quickly learned once I joined California State University, San
Bernardino that **Dr. Morales’ practice of aggression and**
intimidation was disproportionately directed towards female
members of his staff.

...

Like Dr. Morales’ aggression, it was well known at California State
University, San Bernardino that the Human Resources employees,

1 including **Jeanne Durr, the Interim Vice President of Human**
2 **Resources would acquiesce to Dr. Morales at the expense of doing**
3 **what was right.** In fact, during my time at California State
4 University, San Bernardino, there were multiple female candidates
5 who were brought in to interview with Dr. Morales for Human
6 Resources positions, but because the candidates were too assertive
7 during their interviews with Dr. Morales, they did not get the job. In
8 my observation, if the candidate was an assertive female, she would
9 not get the job. In Ms. Durr's words, California State University
10 needed to "*hire someone who would get along with the President,*"
11 *and he would not tolerate assertive females.*

12 California State University, San Bernardino does not just allow Dr.
13 Morales to bully and intimidate female employees. I have also
14 observed California State University, San Bernardino discriminate
15 against female employees by underpaying them in comparison to their
16 male counterparts who are performing nearly identical (if not
17 identical) job duties.

18 For instance, there was a female employee who needed a 19% pay
19 increase to account for the disparity between herself and her male
20 counterpart doing identical work. According to her supervisor, this
21 female employee had been underpaid for years compared to her male
22 colleagues and when I reviewed the pay data, I agreed. However, once
23 the issue was brought to Dr. Morales' attention, he refused. **He**
24 **arbitrarily declared – even though it did not come close to bridging**
25 **the pay gap between this female employee and her male**
26 **counterpart – that Management Personnel Plan employees like**
27 **this female employee could only receive a 9% raise."**

28 (Emphasis added).

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1 **E. Because Defendant Morales Sent the Unequivocal Message That It Was**
2 **Acceptable to Harass Female Employees, Defendant Zhu - Who**
3 **Reported to Defendant Morales - Followed Morales' Lead, Subjecting**
4 **Female Employees to Vitriol and Abuse**

5 114. In July 2019, just one month before Dr. Rogers was appointed to her
6 Associate Dean position in August 2019, Defendant Zhu became Dean for
7 Defendant CSU's Palm Desert Campus at San Bernardino. Defendant Zhu
8 reported to Defendant Morales.

9 115. Almost immediately upon the commencement of his employment
10 Defendant as Dean, Defendant Zhu, began to subject Dr. Rogers and other female
11 employees to a barrage of harassment including, among other things:

- 12
- 13 a. Routinely embarking upon what can only be described as
14 screaming rampages against Dr. Rogers and at other female
15 employees, but rarely against male employees;
 - 16 i. Defendant Zhu's screaming was so severe that female
17 employees cried on multiple occasions. Once the female
18 employee was crying, Defendant Zhu would sadistically
19 attempt to shame and humiliate them responding: "*good*
20 *leaders don't cry.*" Defendant Zhu's attempts to make
21 female employees cry was purposeful - often using their
22 emotional response to his abuse against them, and then
23 refuse to promote them on that basis;
 - 24 b. Regularly using gender stereotypes to denigrate Dr. Rogers and
25 other female employees including:²⁵

26 ²⁵ The United States Supreme Court, in *Price Waterhouse v. Hopkins*, 490 U.S. 228, 251 (1989),
27 made abundantly clear that sex stereotyping of the type engaged in by Defendant Zhu in this case
28 is evidence of sex discrimination, specifically holding: "As for the legal relevance of sex
stereotyping, we are beyond the day when an employer could evaluate employees by assuming or
insisting that they matched the stereotype associated with their group, for "[i]n forbidding
employers to discriminate against individuals because of their sex, Congress intended to strike at
the entire spectrum of disparate treatment of men and women resulting from sex
stereotypes." See also *Lindahl v. Air France*, 930 F.2d 1434, 1438 (direct evidence of sexual

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- i. Telling Dr. Rogers and other female employees that that they were too “*emotional*” even when they were maintaining an even, calm tone;
- ii. Telling female employees: “*Women are too sensitive;*”
- iii. Telling female employees: women “*should have the bigger heart for male colleagues;*”
- iv. Telling Dr. Rogers and other female employees to “*calm down*” even though they were speaking in an even, calm tone;
- v. Telling female employees they were “*too ambitious*” – something Defendant Zhu never told male employees;
- c. Frequently telling female employees who had children, “*Careers aren’t freight trains you can just jump on and off of*” sending the message that female employees who became pregnant and had children should not be in the workplace;
- d. Praising male employees for work done by their female colleagues and female subordinates but refusing to recognize female employees;
- e. Regularly publicly took credit for Dr. Rogers’ ideas and work product;
- f. Informed Dr. Rogers that one female employee could not be promoted until “*she was done being a mother and her kids were grown;*”
- g. Was routinely very aggressive towards Dr. Rogers and other female employees, but was rarely aggressive towards male employees;

stereotyping where employer believed that the female candidates get “nervous” and “easily upset”).

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- h. Was routinely dismissive and condescending towards Dr. Rogers and other female employees, but was not condescending and dismissive towards male employees;
- i. Routinely mocked Dr. Rogers but not male employees;
- j. Frequently interrupted Dr. Rogers while she was speaking including in front of her colleagues; Defendant Zhu rarely interrupted male employees;
- k. Allowed male subordinates to act very aggressively towards Dr. Rogers and other female employees;
- l. Assigned ratings to employees based on, in Defendant Zhu’s words, “their worth.” Defendant Zhu ranked male employees highly, but rated Dr. Rogers and other female employees low or skipped them entirely;
- m. Purposefully tried to intimidate Dr. Rogers and other female employees by raising his voice during routine work conversations;
- n. Disruptively and regularly paced back and forth in front of Dr. Rogers’ office door in an attempt to intimidate her;
- o. Attempted to set Dr. Rogers up for failure including by, among other things:
 - i. Assigning complex, time-consuming projects to Dr. Rogers but informing her she only had a day or two to complete the project;
 - ii. Assigning complex, time-consuming projects to Dr. Rogers but refusing to provide her with a deadline until the day before Defendant Zhu informed her it was due;
 - iii. Assigning a barrage of tasks to Dr. Rogers but when she asked Defendant Zhu for his priorities, he refused to respond instead cryptically and cruelly informing Dr. Rogers, “that’s *your* challenge;” and

1 iv. Frequently asking Dr. Rogers for her opinion but then
2 berating her for providing it.

3 p. Allowed male subordinates to purposefully attempt to intimidate
4 Dr. Rogers and other female employees by allowing male
5 subordinates to yell at female employees in his presence; and

6 q. Mocked Dr. Rogers for using gender pronouns in her Zoom
7 name.

8
9 **F. Employees Have Emerged to Paint a Dire and Frightening Portrait of**
10 **Defendant Zhu’s Harassment of Female Employees in General and**
11 **Against Dr. Rogers, In Particular.**

12 116. Numerous current and former employees have corroborated that
13 Defendant Zhu is a serial harasser of female employees and that he specifically
14 went out of his way to target Dr. Rogers and turn her workplace into a hostile work
15 environment because of her gender.

16 117. For instance, as one current employee attested in detail and at length,
17 under penalty of perjury:

18 “I believe Dr. Zhu is incredibly sexist and misogynistic. He engaged in
19 regular mistreatment of me and my female colleagues, including
20 Associate Dean, Dr. Anissa Rogers.

21 **In particular, Dr. Zhu frequently used sexist stereotypes to demean**
22 **me and other female employees during routine, work-related**
23 **conversations including telling me and other female employees that**
24 **we were being “too sensitive,” telling me and other female**
25 **employees to “calm down,” and telling me and other female**
26 **employees that we were “too emotional.” I never heard Dr. Zhu use**
27 **such language or talk to male employees in a similarly demeaning way.**

28 **Dr. Zhu also frequently used a sarcastic and degrading tone of voice**
 when communicating with me, Dr. Rogers and our other female
 colleagues. I never heard Dr. Zhu use this type of sarcastic and
 degrading tone with male employees.

1 **Dr. Zhu regularly interrupted me, Dr. Rogers and our other female**
2 **colleagues.** I never heard Dr. Zhu interrupt our male colleagues.

3 **Dr. Zhu was extremely condescending to me, Dr. Rogers and our**
4 **other female colleagues.** I never heard Dr. Zhu talk to a male
5 employee in a condescending way.

6 **Dr. Zhu went out of his way to publicly praise male employees.**
7 **However, I rarely heard Dr. Zhu specifically single out and publicly**
8 **praise a female employee even though there were many female**
9 **employees who deserved his praise.**

10 **Dr. Zhu was especially demeaning to Dr. Rogers.** For instance, Dr.
11 **Zhu interrupted and disagreed with Dr. Rogers when she was**
12 **speaking, and even when she was discussing routine,**
13 **“uncontroversial” topics. It seemed like Dr. Zhu was intentionally**
14 **trying to humiliate Dr. Rogers in front of other faculty.** By way of
15 example only, there was one meeting where Dr. Zhu notified Dr.
16 Rogers, me and primarily other female faculty that were present that he
17 would give us some funds for faculty-led student research projects.
18 When Dr. Rogers asked Dr. Zhu if non-tenure track faculty could apply
19 to use these funds, Dr. Zhu pointedly said to her: *“How about a ‘thank*
20 *you, Dr Zhu’? How about ‘thank you for your generous offer, Dr.*
21 *Zhu’”? I just offered you money and you aren’t grateful, how do you*
22 *think that makes me feel? How about a little gratitude?”* Dr. Rogers
23 was visibly shaken. His degrading demeanor towards Dr. Rogers was
24 shocking and offensive to me. It was especially unsettling since at this
25 point, Dr. Rogers had not been at California State University for very
26 long at all. I never witnessed or heard Dr. Zhu making similarly
27 demeaning comments to our male colleagues who asked questions of
28 him.

23 **Dr. Zhu also routinely tried to degrade Dr. Rogers by treating her**
24 **as if she was his secretary or assistant even though Dr. Rogers was**
25 **the second-highest ranking employee at the Palm Desert campus**
26 **of California State University, San Bernardino.** I routinely
27 witnessed Dr. Zhu directing Dr. Rogers to take notes during meetings
28 even though it was not her job. I never witnessed Dr. Zhu instructing
a male employee to take notes for him.”

1 (Emphasis added).

2
3 118. And, yet another employee likewise corroborated, under penalty of
4 perjury, Defendant Zhu's harassment of Dr. Rogers and other female employees as
5 follows:

6 "Dr. Zhu was particularly outwardly critical and demeaning to Dr.
7 Rogers . . . Dr. Zhu would frequently interrupt Dr. Rogers and/or not
8 let Dr. Rogers finish presenting her proposed initiatives (initiatives he
9 had asked her to complete). Dr. Zhu appeared to go out of his way to
10 humiliate Dr. Rogers, ridiculing her ideas and opinions about programs
11 for California State University's students. **Dr. Zhu's mistreatment of
12 Dr. Rogers was frequently so intense that various faculty and staff
13 who were present at these meetings averted their eyes in
14 discomfort. Other times, faculty and staff would attempt to change
15 the subject to diffuse Dr. Zhu's contempt.**

16 **I never witnessed Dr. Zhu publicly humiliate or ridicule another
17 male employee the way Dr. Zhu openly humiliated or ridiculed Dr.
18 Rogers and other female employees.** Unfortunately, because Dr. Zhu
19 publicly treated female employees more disrespectfully than their male
20 counterparts, I observed many female employees in leadership
21 positions at the Palm Desert campus, who were under Dr. Zhu's
22 leadership, leave their jobs.

23 **To be clear: Dr. Rogers was exceptionally well qualified for her
24 position as Associate Dean and talented at her job.** Dr. Rogers
25 went above and beyond whatever was asked from her for an
26 assignment. There was absolutely no reason for Dr. Zhu to treat her
27 in this disrespectful manner. In fact, I was on the Hiring Committee
28 for Dr. Rogers' Associate Dean position. Dr. Rogers was chosen out
of over one hundred candidates. **But, Dr. Zhu went out of his way to
thwart Dr. Rogers' ability to perform her job."**

29 119. Another former employee likewise confirmed under penalty of perjury
30 that Zhu was unrelenting in his abuse of Dr. Rogers and other female employees

31 "Working with Dr. Zhu was very difficult. During the approximately
32 three years that I worked with him, I observed Dr. Zhu overtly

1 mistreating the female employees on his team, including Dr. Rogers.
2 This included, among other things, Dr. Zhu:

- 3 • Frequently using misogynistic stereotypes to demean
4 female employees including Dr. Rogers; Dr. Zhu's
5 demeaning statements included telling the female
6 employees (but not the male employees) to "calm down;"
7 stating that they "were too emotional;" and saying that
8 they were "too sensitive;"
- 9 • Subjecting female employees to unwarranted criticism
10 more so than male employees; and
- 11 • Allowing men to freely voice their opinions even if Dr. Zhu
12 disagreed, but female employees were frequently
13 denigrated by Dr. Zhu for voicing their opinions especially
14 when they disagreed with Dr. Zhu.

13 Based on my personal observation and the comments that I received
14 from others, it was apparent that Dr. Zhu had a problem with female
15 employees . . . multiple female employees actually resigned because
16 they could no longer endure Dr. Zhu's mistreatment."

17 120. Yet another current employee corroborated under penalty of perjury,
18 Defendant Zhu's abuse of female employees and Dr. Rogers in particular as
19 follows:

20 "During my time reporting to Dr. Rogers, I frequently attended
21 meetings where she and Dr. Jake Zhu, Dean of the Palm Desert
22 Campus, were present. **During these meetings, I often observed
23 Dr. Zhu treating Dr. Rogers more like his assistant than an
Associate Dean.**

24 Among other things, Dr. Zhu would instruct Dr. Rogers to take notes
25 (even though this was not her job) and if an employee asked Dr. Zhu a
26 work-related request, he would respond "Anissa will take care of it"
27 (referring to Dr. Rogers) – even if the request was not within Dr.
28 Rogers' job duties. **This was very unsettling to me given that there
were male employees who present at these meetings who had
lower ranking job titles than Dr. Rogers, and who Dr. Zhu never**

1 **asked to perform these tasks.**

2 During my employment at California State University, there have
3 been multiple conversations amongst other female employees and I
4 that Dr. Zhu appears to have an issue with female employees in
5 leadership positions, like Dr. Rogers. **It became so evident that Dr.**
6 **Zhu had issues with females in leadership positions and was more**
7 **receptive to male employees in leadership positions that if Dr.**
8 **Rogers needed to bring something to Dr. Zhu's attention, she**
9 **would find a male employee "surrogate" to do so because Dr.**
10 **Rogers understood that Dr. Zhu had such a dismissive, knee-jerk**
11 **reaction to Dr. Rogers.**

12 Dr. Zhu also interrupted Dr. Rogers a lot during meetings in an
13 attempt to shut her down. It was not just that Dr. Zhu was speaking
14 over Dr. Rogers. **Instead, Dr. Zhu would interrupt Dr. Rogers very**
15 **quickly and in a pointed effort to reject any of her ideas out of**
16 **hand before even letting Dr. Rogers get a complete sentence out. I**
17 **rarely observed Dr. Zhu interrupt male employees in this way, if**
18 **he interrupted them at all (which was rare).**

19 I have also observed that **Dr. Zhu is very quick to publicly praise**
20 **male employees, but not female employees.** For instance, **there is**
21 **one male assistant at California State University who has a lower**
22 **ranking job title than me, and who Dr. Zhu would seemingly go**
23 **out of his way to praise for doing minute tasks even though this**
24 **male employee is notorious for not getting anything done. In**
25 **contrast, if I accomplished something, Dr. Zhu refused to**
26 **acknowledge it during meetings with other employees. Likewise,**
27 **Dr. Zhu would take credit for Dr. Rogers' accomplishments and**
28 **would not acknowledge that it was Dr. Rogers who actually did the**
work.

Dr. Zhu also appears to have a problem with female employees
who are mothers and have childcare obligations. I believe Dr. Zhu
uses the fact that female employees are mothers as an excuse not
to promote them. For instance, although one female employee with
children applied for a promotion, and was qualified for this promotion,
Dr. Zhu refused to promote her, explaining: *"maybe when your kids
are older, you'll be ready for that position."* Similarly, when I have

1 needed to leave work early to attend to a childcare obligation for my
2 own children, Dr. Zhu made me feel as if I was indebted to him and I
3 owed him something even though I needed to leave work for family
4 care reasons. **I do not recall Dr. Zhu treating male employees with
childcare obligations like this.**

5 (Emphasis added).

6 121. The number of employees who have emerged to corroborate
7 Defendant Zhu's abuse is stunning. Indeed, as yet *another* employee attested under
8 penalty of perjury:

9
10 **"I was shocked to experience a litany of offensive and humiliating**
11 **behavior from Dr. Zhu. I want to be very clear - Dr. Zhu did not**
12 **subject male employees to this same behavior, which I detail**
13 **below. Dr. Zhu's behavior was sexist, aggressive and degrading.**
14 Dr. Zhu's behavior included among other things:

- 15 a. Dr. Zhu used an incredibly condescending and demeaning
16 tone when speaking to me and other female employees and
17 frequently dismissed other female employees and I when
18 we offered our opinions or feedback during meetings. He
19 did this in front of other employees and he also did it in
20 one-on-one meetings with just him and me.
- 21 b. Dr. Zhu raised his voice at me and other female employees
22 during routine work conversations;
- 23 c. Dr. Zhu used sexist gender stereotypes to demean me and
24 other female employees including telling me that a female
25 colleague "*should have the bigger heart for male colleagues;*"
26 and telling my female colleagues that they were "*too*
27 *emotional;*" and were "*too sensitive;*"
- 28 d. Dr. Zhu frequently interrupted female employees and me
during meetings;
- e. Dr. Zhu limited the amount of time that female employees
were allowed to speak during meetings, while giving male
employees as much speaking time as they wanted;

- 1 f. Dr. Zhu allowed male employees to publicly berate and
2 raise their voices at a female employee named Avi
3 Rodriguez (Interim Assistant Dean, Palm Desert Campus)
4 (an incident which I describe in further detail below);
- 5 g. Dr. Zhu frequently talked over and attempted to silence
6 female employees and me while we were providing
7 feedback or opinions on a particular topic;
- 8 h. Dr. Zhu rarely praised female employees even when
9 female employees were doing equal or better work than
10 their male colleagues;
- 11 i. Dr. Zhu frequently used hand gestures in an effort to cut-
12 off, dismiss and “wave away” me and other female
13 colleagues when we attempted to offer our opinions in
14 meetings;
- 15 j. Dr. Zhu took credit for work done by female employees
16 including, in particular, Dr. Anissa Rogers; and
- 17 k. Dr. Zhu was routinely very aggressive towards me and
18 other female employees.

17 Dr. Zhu appeared to make it a point to humiliate and undermine other
18 female employees and me . . . In approximately October 2021, I
19 developed a relationship with a female employee from the Admissions
20 Department at Copper Mountain College and I invited her to be my
21 guest at an event sponsored by the Palm Desert Campus. However,
22 when I brought Dr. Zhu over to say hello to my guest, he made a
23 conspicuous and intentional effort to pull over a male California State
24 University employee to physically stand in front of me, introduced the
25 male employee to my guest and proceeded to effusively praise the
26 male employee. Dr. Zhu refused to acknowledge that I was even
27 present and excluded me entirely from the conversation with my guest
28 that I had brought to this event. It was so humiliating and degrading.

26 Yet another time, I was directed by my supervisor to speak with Dr.
27 Zhu about office space requirements for [my] program at the Palm
28 Desert campus. During this conversation, Dr. Zhu became angry at
me for asking for office space for [my] program, abruptly changed the

1 subject and assigned me a task of bringing doughnuts to an upcoming
2 meeting. It was not, nor has it ever been my job duty to bring
3 refreshments to meetings. It was evident that Dr. Zhu was attempting
4 to purposefully demean me by reducing my job to bringing doughnuts
to a meeting.”

5 (Emphasis added).
6

7 **G. Dr. Rogers Received Glowing Performance Reviews Which Were**
8 **Abundantly Clear - Defendant CSU Anticipated That Dr. Rogers**
9 **Would Remain in Her Position Through *At Least* the 2022-2023**
10 **Academic Calendar Year.**

11 122. Although Defendant Zhu’s harassment was unrelenting, Dr. Rogers,
12 who had packed up and moved her family from Portland, Oregon specifically to
13 work for Defendant CSU, thrived in her position as Associate Dean.

14 123. Indeed, Dr. Rogers’ June 2021 performance evaluation was forward-
15 looking and clearly anticipated her tenure through *at least* the 2022-2023 academic
16 calendar year. In particular, Dr. Rogers’ June 2021 performance review specifically
17 noted multiple projects for which Dr. Rogers would be responsible through 2022,
18 including that Dr. Rogers would:

- 19
- 20 a. “[H]ave a thorough assessment plan in place by the end of the
21 academic year and lead the implementation for AY 2021-2022;”
 - 22 b. “[H]ave a communication plan in place. . . and lead the
23 implementation for AY 2021-2022;” and
 - 24 c. “[L]ead and contribute to next year’s campus repopulation, continued
25 student success and motivate ALT for campus excellence and
collegiality building.”

26 124. In July 2021, Defendant Zhu acknowledged Dr. Rogers’ work on
27 Defendant CSU’s 2020-2025 Strategic Plan for its San Bernardino, Palm Desert
28 campus. And, again, because Defendant CSU anticipated that Dr. Rogers would

1 remain in her position through, at the very least, the 2022-2023 academic calendar,
2 wrote: “I look forward to working with you and other campus constituents toward
3 implementing those goals.”

4 125. Notwithstanding her positive work performance, Rogers was stunned
5 by the constant abuse by Defendant Zhu and the male employees that reported to
6 him. Defendant Zhu’s abuse quickly became an open topic of conversation
7 amongst senior female leadership at Defendant CSU. By October 2021, Dr. Rogers
8 could no longer endure Defendant Zhu’s constant misogyny and routine tirades.
9

10 **H. Dr. Rogers and Other Female Employees Protest Gender Harassment to**
11 **Defendant Zhu – Harassment Which He Had Witnessed But Did**
12 **Nothing to Stop.**

13 126. On or about October 25, 2021, Defendant Zhu held what he billed as a
14 casual meeting – “*Coffee with the Dean*” – with his employees. Dr. Rogers was
15 unable to attend. However, Dr. Rogers was deeply concerned when, immediately
16 following this meeting, she received multiple complaints from her female
17 colleagues.

18 127. According to Dr. Rogers’ female colleagues who were present,
19 Defendant Zhu stood idly by as a group of male employees became aggressive with,
20 yelled at and berated a female employee – Avi Rodriguez, Defendant CSU’s
21 current Interim Assistant Dean – for a lengthy period of time. Defendant Zhu did
22 nothing to intervene or stop the harassment.

23 128. Several female employees, recognizing the sex harassment in progress,
24 immediately stood up and walked out in protest.

25 129. As one female employee who was present at this meeting corroborated
26 under penalty of perjury:

27 ///
28

1 **“Dr. Zhu also did nothing to stop gender-based harassment even**
2 **when it occurred right in front of him.** Specifically, on October 25,
3 2021, Dr. Zhu held what I believed to be an informal meeting called
4 “Coffee with the Dean.” I attended this meeting. Shortly after the
5 meeting started, two male California State University employees –
6 Robert Garcia (Interim Director of Information Technology at Palm
7 Desert) and Peter Sturgeon (Director of Philanthropy at Palm Desert)
8 – began raising their voices at and speaking in angry, demanding and
9 condescending tones towards a female employee, Avi Rodriguez
10 (Interim Assistant Dean, Palm Desert Campus), about her upcoming
11 assignment to give California State University’s Board of Trustees a
12 tour of the Palm Desert campus. Mr. Garcia and Mr. Sturgeon took
13 turns berating Ms. Rodriguez, raising their voices at her from across the
14 room, gesticulating wildly at her, peppering her with rapid-fire
15 questions, and questioning her ability to do her assignment.

16
17 Mr. Garcia and Mr. Sturgeon interrogated Ms. Rodriguez about every
18 small detail of her tour for the Board of Trustees, even though neither
19 Mr. Garcia nor Mr. Sturgeon had any supervisory authority whatsoever
20 over Ms. Rodriguez. There were approximately 15-18 other employees
21 present during Mr. Garcia’s and Mr. Sturgeon’s harassment of Ms.
22 Rodriguez. It appeared to be deeply humiliating and upsetting for Ms.
23 Rodriguez.

24 **Mr. Garcia’s and Mr. Sturgeon’s harassment of Ms. Rodriguez**
25 **went on for a really long time – approximately 20 to 30 minutes. On**
26 **multiple occasions, I and female administrators tried to defend Ms.**
27 **Rodriguez and intervene,** urging Mr. Garcia and Mr. Sturgeon to stop,
28 and assuring them that Ms. Rodriguez was more than capable of
handling her assignment without their input. Nevertheless, Mr. Garcia
and Mr. Sturgeon continued raising their voices at and berating Ms.
Rodriguez and raising their voices over me and other female employees
as we tried (unsuccessfully) to stop their badgering and abuse of Ms.
Rodriguez.

During this lengthy period of time (again, approximately 20 to 30
minutes) that Mr. Garcia and Mr. Sturgeon were raising their
voices at, berating and otherwise harassing Ms. Rodriguez, *Dr. Zhu*
watched silently but did absolutely nothing to stop the harassment in
***progress before his eyes.* It appeared that he supported their**

1 **mistreatment of Ms. Rodriguez. Eventually, a group of female**
2 **employees and administrators became so disgusted with Mr.**
3 **Garcia’s and Mr. Sturgeon’s harassment of Ms. Rodriguez – and**
4 **Dr. Zhu’s refusal to stop the harassment – that the female**
5 **employees and administrators walked out of the meeting in**
6 **protest.”**

(Emphasis added).

7 130. That same day, on or about October 25, 2021, Dr. Rogers confronted
8 Defendant Zhu. In particular, after learning about the despicable gender
9 harassment from multiple female employees, Dr. Rogers was aghast. She protested
10 to Defendant Zhu that the manner in which male employees communicated with
11 female employees at Defendant CSU was highly aggressive. Dr. Rogers
12 complained that male employees did not treat other male employees in a similarly
13 demeaning fashion. Dr. Rogers specifically complained to Defendant Zhu that
14 Defendant CSU “*needed to do better to disrupt sexism.*”

15 131. Rather than reassure Dr. Rogers he would immediately take steps to
16 stop the harassment by his male subordinates, Defendant Zhu seemed annoyed by
17 her complaint and he became dismissive and defensive. Despicably, Defendant Zhu
18 instructed Dr. Rogers to just “*train the men*” even though this was not within the
19 scope of Dr. Rogers’ job duties, Dr. Rogers had no training in Human Resources,
20 and these men *reported to Defendant Zhu.*

21 132. Later, when Dr. Deirdre Lanesskog, a female professor present at the
22 October 25, 2021 meeting similarly complained to Defendant Zhu about the
23 outrageous gender harassment by Defendant CSU’s male employees at the October
24 25, 2021 meeting, Defendant Zhu again made it clear that Defendant CSU’s female
25 employees needed to tolerate the abuse, responding:

26 “*You’re running around stirring up trouble*”

27 “*Women are too sensitive*”

1 133. Defendant Zhu likewise chastised Dr. Lanesskog and instructed her to
2 tell Avi Rodriguez, the victim of gender harassment at the October 25, 2021 meeting,
3 that “*women need to have the bigger heart for her male colleagues.*”

4 134. Then, Defendant Zhu despicably admitted to Dr. Lanesskog: “*the men*
5 *were just trying to impress the boss*” – confirming his belief that such harassment would
6 indeed be “impressive” to him. Shocked, Dr. Lanesskog responded: “*I thought that,*
7 *as the Dean, you might have a problem with gender discrimination in the organization.*”
8 Defendant Zhu – indicating that he would not take any steps to prevent
9 discrimination and harassment from occurring – indicated that he would not do
10 anything to address the gender harassment that had occurred. Instead, he
11 responded, he “*might*” talk to Defendant CSU’s male employees “*if it happened*
12 *again.*”

13 135. Defendant Shu’s “smoking gun” admission has been corroborated,
14 under penalty of perjury, by a person who contemporaneously learned of it.

15
16 **I. Within Hours of Dr. Rogers Opposing Gender Harassment to Defendant**
17 **Zhu, Defendant Zhu Retaliates.**

18 136. Defendant Zhu’s retaliation against Dr. Rogers for her complaints of
19 sex harassment was swift.

20 137. Within hours after Dr. Rogers complained about sex harassment,
21 Defendant Zhu emailed Dr. Rogers and reprimanded her, implausibly and absurdly
22 asserting that, when she took a vacation *months earlier in July 2021*, Dr. Rogers had
23 “harmed” the campus. Highlighting the ludicrous and pretextual nature of his
24 criticism, however, Defendant Zhu had previously approved Dr. Rogers’ vacation of
25 which he had ample notice. Nevertheless, Defendant Zhu slammed Dr. Rogers,
26 informing her that he was “disappointed” in her, and complained about her failure
27 to “show support” for Defendant CSU.
28

1 138. Defendant Zhu also criticized Dr. Rogers for attending an event at her
2 daughter's college – time off which Defendant Zhu had previously approved via
3 email, writing: “*Thank you for letting me know, Anissa. There should be no problem.*”

4 139. Defendant Zhu likewise criticized Dr. Rogers for failing to attend events
5 that did not actually happen. Defendant Zhu's pretextual and retaliatory criticism
6 was so absurd that Defendant Zhu was later forced to concede via email (and only
7 after Dr. Rogers protested) that he was “incorrect.”

8 140. Prior to this time, Dr. Rogers had never received any type of criticism
9 whatsoever and in fact, had highly positive performance reviews.²⁶

10 141. Critically, Defendant Zhu's retaliation was so transparent that
11 Defendant Zhu's Executive Assistant printed out and kept every email related to
12 Defendant Zhu's pretextual criticism, and subsequently handed it to Dr. Rogers in
13 a file, and warned: “*He's trying to build a case against you.*”

14 142. Indeed, in yet another email, Defendant Zhu's Executive Assistant
15 confirmed to Dr. Rogers:

16 **“I truly believe he's vindictive, and that type of personality needs**
17 **to take someone down with h/er, so you became the target. Keep**
18 **standing up for yourself, and keep moving forward.”**

19 (Emphasis added).

20 143. Critically, Defendant Zhu's Executive Assistant specifically attested
21 under penalty of perjury that Defendant Zhu *went out of his way to destroy evidence* that
22 he had previously approved Dr. Rogers' vacation days:

23 **“At some point during my employment, it became clear to me that**
24 **Dr. Zhu was intentionally targeting Dr. Rogers. Specifically, as**

25 _____
26 ²⁶ California courts have routinely held that an employee may establish pretext by showing that
27 she had never received a reprimand or negative performance review until she engaged in
28 protected activity. *Mokler v. Cnty. of Orange*, 157 Cal. App. 4th 121, 140 (2007). *See also Yanowitz*
v. L'Oréal USA, Inc., 36 Cal. 4th 1028, 1062 (2005) (recognizing evidence of material change in
performance reviews after protected activity is probative of pretext).

1 part of my job duties as Dr. Zhu's Executive Assistant, I was tasked
2 with recording employee vacation days in Dr. Zhu's Outlook calendar.
3 I only recorded employee vacation days in Dr. Zhu's Outlook calendar
4 once I was notified by Dr. Zhu that he had approved the vacation days.
5 Other than the IT Department, only Dr. Zhu and I had access to and
6 could modify this Outlook calendar.

6 At some point during my employment, Dr. Zhu came to my office and
7 asked me if Dr. Rogers had requested time off of work for various
8 vacation days that she had taken. Dr. Zhu had never asked me similar
9 questions about a male employee. In response, I reminded Dr. Zhu
10 that Dr. Rogers had, in fact, requested those days off and that, after
11 Dr. Zhu had approved Dr. Rogers' vacation days, and based on my
12 own standard practice, I recorded entries for Dr. Rogers' vacation
13 time on Dr. Zhu's Outlook calendar. Dr. Zhu then left my office.

12 **After Dr. Zhu left my office, I made a point of double checking the
13 Outlook calendar that Dr. Zhu and I shared to verify that I had in
14 fact recorded Dr. Rogers' vacation days in the calendar. I
15 confirmed that I had recorded Dr. Rogers' vacation days -
16 vacation days that Dr. Zhu had previously approved - and they
17 were right there in Dr. Zhu's Outlook calendar.**

17 Within a few days later, Dr. Zhu came to my office again. He asked
18 me if I was sure that Dr. Rogers had requested days off of work for
19 various vacations she had previously taken, and he also asked me the
20 reasons for her vacations. **At the time, Dr. Zhu's behavior struck
21 me as odd. It seemed like Dr. Zhu was looking for a reason to
22 punish Dr. Rogers.** In response to his questions, I told Dr. Zhu that I
23 would forward him the emails where Dr. Rogers had requested
24 vacation days and Dr. Zhu had approved it. **Because Dr. Zhu's
25 behavior seemed manipulative to me (indeed, I had already
26 answered these same questions), after he left my office, I went
27 back to look at the Outlook calendar that I shared with Dr. Zhu. I
28 was very surprised to discover that Dr. Rogers' vacation time that Dr.
Zhu had asked me about - time which I had just verified was recorded
on the calendar - was no longer posted on the Outlook calendar."**

(Emphasis added).

1 **J. Defendant CSU - Including Specifically, Current Interim Chancellor**
2 **Jolene Koester - Has Long Been on Notice of the Systemic Harassment**
3 **by Defendants Morales and Zhu, But Has Done Absolutely Nothing to**
4 **Stop It.**

5 144. Defendants Morales and Zhu are deeply hostile toward female
6 employees. And, although Defendant CSU knows this to be so – because it is an
7 open topic of discussion amongst senior leadership female employees – Defendant
8 CSU ratifies their conduct.

9 145. In June 2022, for example, Jolene Koester, claimed:

10 “I have experienced sexually inappropriate behavior and physical
11 intimidation. And I know unequivocally that how people are treated—
12 how we treat people, as universities and a university system—matters.
13 In fact, it reflects all that we stand for.”²⁷

14 146. Despite this noble proclamation however, Dr. Koester was directly
15 and unequivocally informed of the abuse by Defendants Morales and Zhu. And,
16 while it apparently mattered to Dr. Koester in June 2022, when Dr. Rogers and Dr.
17 Weber complained to Dr. Koester, rather than protect them, she was complicit.

18 147. For instance, Dr. Koester, more than once in response to complaints
19 about Defendant Morales’ misogyny, Dr. Koester “coached” Dr. Weber and other
20 female senior leadership employees on ways to avoid Defendant Morales’ wrath.

21 148. Among other instances, at one Academic Affairs retreat on or about
22 November 1, 2019, Dr. Koester indicated to Dr. Weber and other female executives
23 present that they needed to simply accept tirades against them in the workplace. It
24 was, according to her, a forgone conclusion.

25 ///

26 _____
27 ²⁷ *An Important Message From Interim Chancellor Jolene Koester* (June 23, 2022)
28 <https://www.calstate.edu/csu-system/news/Pages/Letter-From-Chancellor-Koester-June-23-2022.aspx>

1 149. In August 2021, Dr. Koester discussed with Dr. Weber giving then-
2 Provost Shari McMahan “support” to stem President Morales’ frequent tirades
3 against female employees.

4 150. As one current female employee attested under penalty of perjury:

5 “Unfortunately, while President Morales has been mistreating female
6 employees like myself for years, California State University’s Human
7 Resources Department is totally useless. It is chronically understaffed
8 and appears to be unable to effectively respond to complaints of
9 discrimination and harassment and it fails to prevent retaliation. For
10 these reasons, many people with valid complaints of discrimination
11 and harassment simply do not bothering complaining for fear that, at
12 best, nothing will come of their complaints and, at worst, they will be
13 retaliated against.”

14 151. Defendant CSU and Dr. Koester were likewise indifferent to explicit
15 warnings that Defendant Zhu was a serial harasser. As one witness attested under
16 penalty of perjury, Defendant CSU and Dr. Koester simply did not care to protect
17 Defendant CSU’s female employees:

18 “**It was so upsetting to watch Dr. Rogers and other female employees**
19 **suffer like this that I reported to California State University that Dr.**
20 **Zhu was mistreating female employees. What was equally**
21 **disturbing was California State University’s lack of response to**
22 **my reports that Dr. Zhu was mistreating female employees.**

23 For instance, in approximately late 2020 or early 2021, I reported to
24 California State University’s Human Resources Department that
25 there was obvious mistreatment of female employees by Dr. Zhu.
26 Unfortunately, California State University took no action in response
27 to my complaints.

28 Around this same time period, I also reported Dr. Zhu’s mistreatment
of female employees to Shari McMahan, then-Provost at California
State University, San Bernardino. As far as I am aware, California
State University took no action as a result of my complaints to Provost
McMahan about Dr. Zhu’s mistreatment of female employees.

1 I also protested Dr. Zhu's mistreatment of female employees directly
2 to Dr. Zhu, himself. In response, Dr. Zhu was dismissive and
3 unconcerned that I was reporting to him that he was mistreating
4 female employees.

5 In late October 2021, I had a meeting with Jolene Koester who said she
6 had been retained by California State University to interview me about
7 my experience with Dr. Zhu. **In my interview with Dr. Koester, I**
8 **made it absolutely clear to her that Dr. Zhu was mistreating**
9 **female employees that worked for him, and that female employees**
10 **were fleeing from their positions at California State University as**
11 **a result of Dr. Zhu's inappropriate conduct.** I specifically asked Dr.
12 Koester what the outcome of her interviews with me and other
13 California State University employees would be. Dr. Koester was very
14 vague in her response.

15 **As far as I am aware, California State University took no action as**
16 **a result of my complaints to Dr. Koester that Dr. Zhu was**
17 **mistreating female employees. Instead, despite my clear reporting**
18 **to Dr. Koester that Dr. Zhu was mistreating female employees, it**
19 **was "business as usual." Dr. Zhu was able to continue**
20 **mistreating female employees."**

21 (Emphasis added).

22 152. Indeed, yet another employee likewise corroborated, under penalty of
23 perjury, as follows:

24 "Sometime around late October 2021 or early November 2021, I met
25 virtually with Dr. Jolene Koester who was then working for California
26 State University to help "coach" Dr. Zhu. **I reported to Dr. Koester**
27 **that Dr. Zhu was not equipped to lead a university and that he was**
28 **targeting Dr. Rogers. I also specifically said to Dr. Koester:**
*"What bothers me the most is what are we teaching and what example
are we setting for the other female administrative assistants and the
younger working mothers who are coming up through the ranks, by
allowing Dr. Zhu to mistreat them and get away with it?"*

(Emphasis in original and added).

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153. Yet another employee also declared under penalty of perjury:
“There is, unfortunately, a consensus amongst faculty at California State University that California State University protects male employees who mistreat female employees at the expense of protecting its female employees. I have heard on multiple different occasions faculty saying things to the effect of, **California State University, San Bernardino protects its men.**”

(Emphasis added).

154. On or about October 27, 2021, Dr. Rogers met with Dr. Koester. According to Dr. Koester, Defendant CSU wanted to gently guide Defendant Zhu in the “right direction” so he could remain in the workplace.

155. In Dr. Rogers’ October 27, 2021 meeting with Dr. Koester, Dr. Rogers specifically complained to Dr. Koester that Defendant Zhu was misogynistic, and cited to Dr. Koester very specific examples of Defendant Zhu’s discriminatory and sexist conduct including, among other things that:

- a. Defendant Zhu mocked Dr. Rogers for using gender pronouns on her Zoom identification;
- b. Defendant Zhu bullied female employees and make them cry; and,
- c. After making them cry, Defendant Zhu would tell female employees, “*good leaders don’t cry.*”

156. Despite the severity of the issues Dr. Rogers was reporting, Dr. Koester appeared unmoved.

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1 **K. Defendant CSU Directs Dr. Rogers to Lie to Her Colleagues and**
2 **Students and Inform Them She is Resigning.**

3 157. Rather than do anything to stop the harassment that Dr. Rogers and
4 other female employees were enduring from Defendant Zhu, Defendant CSU
5 retaliated.

6 158. In November 2021 – just weeks after Dr. Rogers protested gender
7 harassment to Defendant Zhu and Dr. Koester – Dr. Rafik Mohamed (current
8 Provost at California State University, San Bernardino but who was then Dean of
9 the College of Social Behavioral Sciences) instructed Dr. Rogers to lie to her
10 colleagues and tell them she was “resigning.” However, even then, Dr. Mohamed
11 refused to provide a reason for his retaliation. Dr. Rogers was shocked. When she
12 asked Dr. Mohamed for more detail, Dr. Mohamed instead vaguely referenced a
13 “leadership issue” and told Dr. Rogers that she “should get in front of it.”

14 159. Then, in a smoking gun admission that no “leadership issue” actually
15 existed, Dr. Mohamed threatened Dr. Rogers, informing her Defendant CSU
16 would fire Dr. Rogers if she did not resign, and if it “were between Defendant Zhu
17 and Dr. Rogers, Defendant Zhu would not be the person to get fired.” Dr.
18 Mohamed specifically referenced Dr. Rogers’ goal to become a Dean and warned
19 Dr. Rogers that if she wanted any prospect of career advancement, “resignation”
20 was her only option.

21 160. Dr. Rogers had spent years building her career. She was sick to her
22 stomach. She understood that in a tightknit academic community like Defendant
23 CSU, a firing would torpedo any future opportunity for advancement.

24 161. Thereafter, Dr. McMahan pressured Dr. Rogers to write an email
25 purporting to “explain” her forthcoming “resignation” to her colleagues. Dr.
26 Rogers refused and instead sent a terse email for Defendant CSU to forward to her
27 colleagues. Brazenly, when Defendant CSU sent the email, Defendant CSU
28

1 embellished the language to make it appear that the “resignation” was up to Dr.
2 Rogers, instead of Defendant CSU’s constructive firing.

3 162. On or about January 1, 2022, Dr. Rogers was constructively
4 terminated and forced to resign her position of Associate Dean of California State
5 University, San Bernardino’s Palm Desert campus. Dr. Rogers retreated to faculty
6 where she earns less than she earned as Associate Dean; Defendants’ retaliation
7 and the harm to which she has been subjected by Defendants is ongoing.

8
9 **L. In May 2022, a Comprehensive Study Concludes That Defendant CSU**
10 **Has a Glaring Pattern and Practice of Paying Its Female Employees Less**
11 **Than Male Employees.**

12 163. Six months after Dr. Rogers was forced to resign, on or about May 26,
13 2022, a study, “CSU Salary Structure: Gender and Racial Based Pay Gaps,”²⁸
14 commissioned by the California State University Employees Union was published.

15 164. This Study found a striking disparity in wages among CSU employees
16 based on gender and ethnicity. According to the Study, white men at CSU make
17 about 3% more than men of color, 5% more than white women and 7% more than
18 women of color. The Study also found that CSU does not have consistent
19 procedures for providing employee raises and promotions and recommended that
20 the State of California spend \$287 million to correct the CSU system’s
21 compensation disparities.

22 165. Shortly thereafter, in June 2022, a class action lawsuit was filed on
23 behalf of Defendant CSU’s current and former employees, alleging that Defendant
24 CSU “has a policy and practice of paying its employees identifying as female and
25 its employees of color, less in wages for work in the same positions where others
26

27 ²⁸ See Ex. C, May 26, 2022 “CSU Salary Structure: Gender and Racial Based Pay Gaps”
28 (Finding there is “a consistent pattern of wage gaps for women and non-White workers in the CSU system.”).

1 receive more money.”²⁹

2 166. For Defendant CSU’s senior level female employees, such as Dr.
3 Weber, these disparities are even more glaring.

4 167. For instance, female Vice Provosts, on average, make approximately
5 7% less than their male counterparts performing substantially similar work. Dr.
6 Weber, in particular, was earning approximately 9% lower than the average male
7 Vice Provost. In other words, Dr. Weber’s Vice Provost salary was just 89.6
8 percent of the male Vice Provost median salary.

9 168. This pay inequity at Defendant CSU in general and at Defendant
10 CSU’s San Bernardino campus in particular is intentional. As one employee
11 corroborated under penalty of perjury:

12 “California State University, San Bernardino does not just allow Dr.
13 Morales to bully and intimidate female employees. **I have also**
14 **observed California State University, San Bernardino discriminate**
15 **against female employees by underpaying them in comparison to**
16 **their male counterparts who are performing nearly identical (if not**
17 **identical) job duties.**

18 For instance, there was a female employee who needed a 19% pay
19 increase to account for the disparity between herself and her male
20 counterpart doing identical work. According to her supervisor, this
21 female employee had been underpaid for years compared to her male
22 colleagues and when I reviewed the pay data, I agreed. However, once
23 the issue was brought to Dr. Morales’ attention, he refused. *He*
24 *arbitrarily declared – even though it did not come close to bridging the*
25 *pay gap between this female employee and her male counterpart – that*
26 *Management Personnel Plan employees like this female employee could*
27 *only receive a 9% raise.*

28 I think the pay inequity at California State University, San Bernardino
is entrenched. Given my 33 years of experience performing

²⁹ See Ex. B, *Camelia Fowler v. California State University, et al.*, Superior Court of California, San Bernardino County Case No. SB2212118)

1 compensation analyses for employees like Clare Weber, I would be
2 hard pressed to explain why Dr. Weber, with whom I worked
3 closely and who was very well qualified for her position as Vice
4 Provost, was making less than the other male Vice Provosts at
California State University.”

5 (Emphasis added).

6 169. And, as yet another high-ranking female management employee
7 attested under penalty of perjury:

8
9 “President Morales also pays female employees, who are doing
10 identical or substantially similar job duties, less than their male
11 counterparts. I know this to be true because this is what happened
12 to me. I am currently paid thousands upon thousands of dollars less
13 than my male predecessor who had the same experience as I did when I
14 accepted my job position. In fact, I have far more job duties than my
15 male predecessor and, if anything, I should be paid more. When I
16 protested this to President Morales, he told me it was “take it or leave
17 it.”

18 This pay inequity is pervasive at California State University. For
19 instance, Dr. Rueyling Chuang, current Dean of the College of Arts
20 and Letters at California State University, San Bernardino makes
21 less than her male counterparts who also hold the “Dean” job
22 position.”

23 (Emphasis added).

24 **M. Dr. Weber Complains, In No Uncertain Terms, That Defendant CSU’s**
25 **Pattern and Practice of Paying Female Employees Less Than Male**
26 **Employees Extends to Her and Other Female Vice Provosts.**

27 170. Dr. Weber was deeply disturbed by the results of the May 26, 2022
28 Salary Study. Shortly after the Study was published, Dr. Weber analyzed her own
salary compared to the male Vice Provosts across Defendant CSU’s other
campuses. Dr. Weber was appalled by what she learned.

1 171. With the exception of one female Vice Provost, every single female
2 Vice Provost at Defendant CSU made less than every single male Vice Provost
3 (with the exception of one male Vice Provost who made just \$2,780 less than what
4 Dr. Weber, who was at the bottom, was earning).

5 172. Accordingly, on or about June 15, 2022, Dr. Weber met with incoming
6 then-Interim Vice Provost Rafik Mohamed (who had forced Dr. Rogers to resign
7 months earlier) and Interim VP of Human Resources, Jeanne Durr (Interim Vice
8 President of Human Resources).

9 173. Dr. Mohamed was a subordinate to Dr. Weber but, upon Dr. Shari
10 McMahan's departure from the Provost position, Defendant Morales selected Dr.
11 Mohamed, a male, as the replacement for Provost McMahan – despite the fact that
12 Dr. Weber was the more qualified candidate and had expressly informed Defendant
13 Morales that she wanted to be Dr. McMahan's successor.

14 174. During this June 15, 2022 meeting with Dr. Mohamed and Ms. Durr –
15 because it was understood that Dr. Weber would be continuing on in her position
16 as Vice Provost – Dr. Mohamed began the meeting by telling Dr. Weber that he
17 was looking forward to working with her.

18 175. And – because it was understood that Dr. Weber would be continuing
19 on in her position as Vice Provost – Dr. Mohamed, then went on to discuss Dr.
20 Weber's position description, and specifically assigned Dr. Weber the additional
21 duty of supervising the Associate Provost for Research and Sponsored Programs
22 and Dean of Graduate Studies.

23 176. Dr. Weber balked. Dr. Weber responded that she would be happy to
24 take on additional duties, but in doing so, she “wanted a 12% “equity raise.”

25 177. Dr. Weber then specifically raised concerns to Dr. Mohamed and Ms.
26 Durr of gender discrimination, protesting that: (1) she had learned that she was not
27 making the same amount of money as her male counterparts in the CSU system;
28

1 and (2) she was one of the lowest paid despite her large portfolio of assignments,
2 the additional duties assigned to her previously and now the new duties being
3 assigned in this meeting. Dr. Weber indicated an “equity raise” would account for
4 the disparity in pay between her and her male colleagues.

5 178. Thereafter, Dr. Weber emailed Defendant Morales and asked for this
6 same 12% raise.

7 179. However, rather than take any steps to correct the gender inequity in
8 pay or otherwise investigate Dr. Weber’s concerns of gender discrimination, CSU
9 and Defendant Morales swiftly retaliated.

10
11 **N. As it Did with Dr. Rogers, Defendant CSU Swiftly Retaliates Against**
12 **Dr. Weber, Issuing the Identical Directive It Did With Dr. Rogers:**
13 **Resign or Be Fired.**

14 180. Specifically, although Defendant Morales pretends to “air [sic] on the
15 side of ensuring that complaints that are expressed are looked at in very methodical
16 way,”³⁰ he instead, methodically moved to silence Dr. Weber.

17 181. Indeed, true to the Faculty Senate’s assessment that for Defendant
18 Morales, “*Compliance is valued over competence and dissent is not tolerated,*”³¹
19 Defendant Morales – identical to Defendant Zhu’s retaliation against Dr. Rogers –
20 began to subject Dr. Weber to absurd and unwarranted criticism.

21 182. As one current female executive corroborated under penalty of
22 perjury:

23 “Although President Morales is so deeply hostile to and regularly
24 discriminates against female employees who work for him, there is a
25

26 ³⁰ See Ex. E, *California State University, San Bernardino Faculty Senate Executive Committee*
27 *Minutes* (February 22, 2022).

28 ³¹ See Ex. D (May 2017 Resolution of No Confidence in the President of California State
University, San Bernardino).

1 culture of fear at California State University. **And, unfortunately,**
2 **President Morales has a well-known practice of forcing female**
3 **employees to “resign” or “retire” if they disagree with him or**
4 **complain. He quickly turns on female employees who report**
5 **workplace concerns to him and engages in what I can only called a**
6 **“campaign” to discredit them and remove the female employees.**

6 Despite President Morales’ really discriminatory treatment of female
7 employees, President Morales has a myopic and hypocritical fixation on
8 DEI (Diversity, Equity and Inclusion) efforts. **I have found this to be**
9 **incredibly ironic given his history of mistreatment of female**
10 **employees like myself.”**

10 (Emphasis added).

11 183. And so, it was with Dr. Weber. On or about July 19, 2022, *just four*
12 *weeks* after Dr. Weber complained to Defendant CSU about gender discrimination,
13 Dr. Mohamed (Provost) called a Zoom meeting with Dr. Weber, Ms. Durr (Interim
14 Vice President of Human Resources), and Kelly Campbell (Interim Vice Provost of
15 Academic Affairs).

16 184. Upon Dr. Weber entering the Zoom meeting, Dr. Mohamed curtly
17 informed Dr. Weber that he “was going to cut to the chase.” Dr. Mohamed – who
18 had been on the job for less than three (3) weeks – and had not yet even had the
19 opportunity to work with Dr. Weber – pretextually and speciously claimed he could
20 not work with Dr. Weber.

21 185. Dr. Mohamed then instructed Dr. Weber to lie to her colleagues and
22 Defendant CSU’s students and faculty and tell them that she had decided to
23 “resign.”

24 186. Dr. Weber immediately informed Dr. Mohamed that she needed
25 “representation,” and left the call.

26 187. Defendant Morales “forced resignations” are well known among
27 Defendant CSU’s employees. As one employee attested:
28

1 “President Morales also engages in frequent attempts to intimidate
2 female employees who disagree with him including by telling me and
3 other female employees that he “knows a lot of people” and he is very
4 well liked by California State University’s Chancellor’s Office.
5 **President Morales makes it very clear to me and other female
6 employees who disagree with him that he could ruin our career and,
7 because he is so well regarded by the Chancellor’s Office, he can
8 mistreat female employees with impunity.”**

9 . . .

10 **President Morales has a well-known practice of forcing female
11 employees to “resign” or “retire” if they disagree with him or
12 complain. He quickly turns on female employees who report
13 workplace concerns to him and engages in what I can only called a
14 “campaign” to discredit them and remove the female employees.”**

15 (Emphasis added).

16 188. But, Dr. Weber refused to resign. Instead, on July 26, 2022, Dr.
17 Weber – who had just weeks before received a glowing performance evaluation and
18 months before received outward and effusive praise from Defendant Morales –
19 wrote to Defendant Morales:

20 “I explicitly raised concerns that these female Vice Provosts were
21 being paid less because of their gender. I have been shocked and
22 saddened that CSU’s response to my complaints was to subject me to
23 unprecedented and unwarranted criticism and then -- just a month
24 later -- ask me to “resign” from my position. This is highly offensive
25 and totally discriminatory, and retaliatory. I love serving CSU San
26 Bernardino and the system as a whole. I ask that you stop this
27 discrimination and retaliation immediately and let me continue on. I
28 also ask that you investigate my concerns that CSU engages in gender
discrimination by paying its female Vice Provosts less than its male
Vice Provosts.”

189. *The very next day*, Defendant CSU fired Dr. Weber.

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1 **O. Defendant CSU Attempts to Cover-Up Its Illegal Firing of Dr. Weber**
2 **with Ever-Shifting, Demonstrably False Explanations and an Utter**
3 **Refusal to Timely Investigate.**

4 190. Defendant CSU, understanding the magnitude of its illegal conduct,
5 hastily attempted to cover up its actions in subsequent (and conflicting)
6 explanations. Such ever-shifting pre-textual explanations were as absurd as they
7 were vague.

8 191. First, Defendant CSU demanded that Dr. Weber lie and say that she
9 had resigned from her position.

10 192. Second, when Dr. Weber refused to go along with Defendant CSU's
11 lie, Defendant CSU falsely informed Dr. Weber's former colleagues that she had
12 left to take on "special projects."

13 193. Third, when that explanation was disbelieved, and after pointed
14 questioning from Dr. Weber's loyal staff, Defendant CSU defamed Dr. Weber.

15 194. Specifically, in a deeply ironic twist, Dr. Mohamed informed her
16 colleagues that Dr. Weber had been fired because she was not making adequate
17 efforts to advance diversity, equity and inclusion at Defendant CSU, and,
18 according to Dr. Mohamed, they "had different visions" and "were not going to be
19 able to work together."

20 195. As one of Dr. Weber's former colleagues lamented to Dr. Weber in
21 writing shortly after her firing:

22 *"It is outrageous . . . It doesn't make sense."*

23 (Emphasis added).
24

25 196. And, yet another current employee declared under penalty of perjury:

26 "In or about mid-August 2022, shortly after Dr. Weber was told by
27 California State University that she was being removed from her
28 position as Vice Provost, Dr. Mohamed (Interim Vice Provost), held a

1 meeting with me and various other California State University
2 employees. During this meeting, an employee specifically questioned
3 Dr. Mohamed, asking why Dr. Weber had been removed from her Vice
4 Provost position. Dr. Mohamed’s explanation was vague. He told us
5 that he and Dr. Weber had “different visions” and “we were not going
6 to be able to work together.” **Obviously, this contradicted Dr.
7 Mohamed’s August 15, 2022 email to various California State
8 University employees in which Dr. Mohamed stated that Dr.
9 Weber was going to pursue “special projects.”**”

8 (Emphasis added).

9 197. In addition to Defendant CSU’s ever-shifting explanations, Defendant
10 CSU tried to cover up its retaliation against Dr. Weber by refusing to investigate
11 her discrimination complaint. Indeed, although Dr. Weber first complained of
12 gender discrimination on or about June 15, 2022, Defendant CSU, completely
13 abdicating its obligations under California law, did not, until – January 2023 –
14 commence an “investigation” into her claims.³²

15 198. Even then, however, Defendant CSU essentially hired itself to
16 conduct the “investigation.” Specifically, Defendant CSU hired the Attorney
17 General of California – which represents and defends Defendant CSU in litigation
18 – to conduct the purportedly neutral “investigation.” Indeed, as recently as March
19 10, 2023, Defendant CSU *admitted* to Dr. Weber that it instructed the Attorney
20 General *not* to investigate Dr. Weber’s gender harassment claims against
21 Defendant Morales. As Sue McCarthy, Defendant CSU’s Systemwide TIX
22 Compliance Officer & Senior Director speciously claimed, Dr. Weber’s gender
23 harassment allegations – which Dr. Weber had meticulously detailed to Defendant
24 CSU – were “not specific enough.”

25
26 ³² Defendant CSU’s refusal to investigate Dr. Weber’s complaints is sufficient to establish pre-
27 text and defeat summary judgment. *Mendoza v. Western Med.*, 222 Cal. App. 4th 1334, 1344
28 (2014) (The lack of a rigorous investigation by defendants is evidence suggesting that defendants
“did not value the discovery of the truth so much as a way to clean up the mess that was
uncovered when [Dr. Weber] made h[er] complaint.”).

1 **P. Just Weeks After Illegally Firing Her, and Consistent with Its Routine**
2 **Ratification of Harassment and Discrimination, Defendant CSU**
3 **Rewards Defendant Morales with a Lavish Raise, Again Retaliates**
4 **Against Dr. Weber.**

5 199. Just weeks after firing Dr. Weber, and despite Defendant CSU's
6 obvious knowledge of Defendant Castro's well-documented propensity for abuse
7 against female employees, Defendant CSU rewarded Defendant Morales, who
8 earned \$557,998.96³³ in 2021, with a lavish raise worth \$25,860.00.

9 200. And, although Dr. Weber's appointment letter from Defendant CSU
10 provided that, should she be fired as Vice Provost, she would be allowed to
11 "retreat" to a faculty position, earning a salary equal to at least that of the highest-
12 paid faculty member in the College of Social and Behavioral Sciences, on August
13 18, 2022, Defendant CSU retaliated against Dr. Weber again. Specifically,
14 consistent with its established practice of shortchanging Dr. Weber, Defendant
15 CSU attempted to force Dr. Weber to work for a salary far below what had been
16 contractually agreed upon.

17 201. As Dr. Weber wrote to Defendant CSU in a complaint about this
18 further act of retaliation:

19 "Given that I recently complained that I was being retaliated against
20 and fired for complaining about gender discrimination (including
21 gender pay disparities), and my attorneys shortly thereafter informed
22 CSU that I was contemplating litigation, this abrupt "180" in the
23 amount of money that CSU says it will pay me feels like yet another
act of harassment and retaliation."

24 202. Defendant CSU, realizing it had been caught in another act of
25 retaliation and gender pay discrimination, and likely upon the advice of counsel
26 who realized that gravity of this illegal act, immediately reversed course.

27 ³³ [https://transparentcalifornia.com/salaries/2021/california-state-university/thomas-d-](https://transparentcalifornia.com/salaries/2021/california-state-university/thomas-d-morales/)
28 [morales/](https://transparentcalifornia.com/salaries/2021/california-state-university/thomas-d-morales/)

1 **Q. Only After Dr. Weber’s Attorneys Notify Defendant CSU That Dr.**
2 **Weber Has Retained Attorneys and Is Contemplating Litigation Does**
3 **CSU Say That It Will Launch a Farcical “Investigation” – However,**
4 **Months and Months Later, That Investigation Has Not Commenced**

5 203. On August 18, 2022, instead of taking prompt, remedial action by
6 retaining a neutral, truly unbiased investigator to “investigate” Dr. Weber’s
7 complaints – complaints that first raised by Dr. Weber *over two months before* –
8 Defendant CSU wrote to Dr. Weber and promised that the investigation would
9 start with an “external consultant.”

10 204. In doing so, however, Defendant CSU lied to Dr. Weber.

11 205. First, this “external consultant” turned out to be a full-time employee
12 of Defendant CSU whose livelihood was dependent upon staying in the good
13 graces of Defendant CSU.

14 206. Critically, this was not the first time Defendant CSU has hired
15 “bought and paid for” “investigators” to reach pretextual conclusions designed to
16 absolve CSU of responsibility. In mid-June 2022, Defendant CSU sought to retain
17 a notorious employment law defense firm – Cozen O’Connor – to “investigate”
18 the pervasive discrimination and harassment across campuses.³⁴

19 207. And, California lawmakers balked. Recognizing the absurdity of this
20 “bought and paid for” investigation by employment law defense firm Cozen O’
21 Connor, lawmakers instead retained the California State Auditor’s office to
22 perform its own, truly independent investigation. As Assemblymember Jim
23 Patterson (R-Fresno) put it:
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26 ³⁴ *An Important Message from CSU Interim Chancellor Jolene Koester* (June 23, 2022),
27 <https://www.calstate.edu/csu-system/news/Pages/Letter-From-Chancellor-Koester-June-23-2022.aspx#:~:text=As%20you%20likely%20know%20and,and%20intellectually%2C%20free%20of%20discrimination%2C>
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1 “The system protects itself . . . I am much more [trusting] of
2 the independent auditing processes and individuals at the
3 California state auditor’s office than I am of a law firm that has
4 had a history of relationships with the CSU and the chancellor’s
5 office. It is unacceptable for this nation’s largest four-year
6 public university system to have such widespread sexual
7 harassment allegations and payouts.”³⁵

8 208. Second, despite Defendant CSU’s lies to Dr. Weber, the investigation
9 process did not actually begin at all. Instead, as of January 2023 – seven months
10 after Dr. Weber first complained, Defendant CSU had yet to start its investigation.

11 **R. Nine Months After Dr. Rogers is Forced to Resign, The Faculty at**
12 **Defendant Zhu’s Campus Protest Defendant Zhu’s Rampant Gender**
13 **Discrimination; Less Than Four Weeks Later, Defendant Zhu – Who**
14 **Had Often Confirmed His Intention to Stay with Defendant CSU**
15 **“Long-Term,” Abruptly “Retires.”**

16 209. Nearly one year after Dr. Rogers’ complaints that Defendant Zhu was
17 running a sexist and misogynistic campus, the entire faculty at Defendant CSU,
18 San Bernardino’s Palm Desert Campus (run by Defendant Zhu) including Dr.
19 Rogers protested Zhu’s gender discrimination to Dr. Rafik Mohamed (then-
20 Interim Vice Provost and Vice President for Academic Affairs).

21 210. Among other things, as Dr. Rogers and all of the other faculty
22 members protested:

23 “[I]t has become increasingly clear that the organizational structure or
24 management of [Palm Desert Campus] **has created gender and other**
25 **inequities that are harming our community** and unnecessarily curtailing

26 ³⁵ Colleen Shalby, Robert J. Lopez, *After Times investigations, state will investigate CSU sex*
27 *harassment scandals*, Los Angeles Times (June 27, 2022)
28 <https://www.latimes.com/california/story/2022-06-27/state-lawmakers-approve-independent-audit-of-csu-handling-of-sexual-harassment-cases>;

1 our ability to serve our students.”

2 *See* Ex. G. (September 9, 2022 Letter from Palm Desert Faculty to Defendant
3 CSU) (Emphasis added).

4 211. The faculty demanded to meet with Dr. Mohamed to “Address
5 discrimination issues around gender and other types of bias that impact faculty and
6 staff.”

7 212. On or about September 20, 2022, the faculty at Defendant CSU, San
8 Bernardino’s Palm Desert Campus, including Dr. Rogers, met with Dr. Mohamed.
9 Dr. Rogers was vocal about Defendant Zhu’s sexism and misogyny at this meeting.

10 213. Among other things, Dr. Rogers and other faculty members
11 complained that Defendant Zhu had driven highly talented female employees from
12 Defendant CSU, had made demeaning and degrading statements to female
13 employees, and Defendant Zhu had fostered a misogynistic culture where male
14 employees were lauded for work actually done by female employees.

15 214. Less than four (4) weeks later, Defendant Zhu “retired.” This, of
16 course, was a ruse designed to protect Defendant Zhu. Indeed, prior to this time,
17 Defendant Zhu had openly spoken of his intention to remain with Defendant
18 California long-term. As one current employee who worked closely with
19 Defendant Zhu attested under penalty of perjury:

20 “I do not believe that Dr. Zhu is actually “retiring.” Instead, I believe
21 that he was ousted by California State University but allowed to say he
22 was “retiring” to protect his reputation. **In fact, in multiple meetings
23 that I had with Dr. Zhu, it was clear that he intended to stay long-
24 term at California State University and he had no intention of
25 retiring any time soon. I find it totally disheartening that even
26 though Dr. Zhu has been known to mistreat female employees,
27 California State University is rewarding Dr. Zhu’s bad behavior by
28 paying Dr. Zhu through June 2023.”**

(Emphasis added).

1 215. And, as yet another current employee attested under penalty of
2 perjury:

3 “I received an email notifying me that Dr. Zhu was “retiring.” I put
4 the word “retiring” in quotes because I truly believe that California
5 State University was protecting Dr. Zhu by giving him the option to
6 “retire” to avoid a Title IX investigation which likely would
7 substantiate our allegations of gender discrimination. Dr. Zhu had
8 repeatedly indicated he was staying at California State University
9 long-term. The explanation sounded like a pretext and I do not believe
it was the real reason for him leaving his job.”

10 216. Prior to the filing of this action, Dr. Weber and Dr. Rogers timely filed
11 complaints with the Department of Fair Employment and Housing (“DFEH”)
12 alleging that the acts of Defendants established a violation of FEHA, Government
13 Code § 12900 *et seq.* Dr. Weber and Dr. Rogers have received “right to sue”
14 letters from the DFEH against each named Defendant and has timely brought this
15 action thereafter. Dr. Weber and Dr. Rogers have also both timely presented
16 claims to Defendant CSU meeting the requirements of the California Tort Claims
17 Act (Government Code § 810 *et seq.*)

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First Cause of Action
Violation of California Equal Pay Act
(California Labor Code § 1197.5(a))
(Dr. Weber Against Defendant Board of Trustees of the California State
University and Does 1 - 25)

217. Dr. Weber realleges and incorporates by reference paragraphs 1 through 216 as though set forth in full.

218. At all times herein mentioned, California’s Equal Pay Act (California Labor Code § 1197.5) was in full force and effect and was binding upon Defendants and each of them.

219. California’s Equal Pay Act (California Labor Code § 1197.5) provides that “[a]n employer shall not pay any of its employees at wage rates less than the rates paid to employees of the opposite sex for substantially similar work, when viewed as a composite of skill, effort, and responsibility.

220. Defendants paid Dr. Weber, a female, less than the rate paid to male employees working for Defendant CSU who were performing substantially similar work as Dr. Weber, considering the overall combination of skill, effort, and responsibility required and who were working under similar working conditions as Dr. Weber.

221. Defendants, their agents, and supervisors, actively engaged in, facilitated, fostered, approved of, knew or should have known of California Equal Pay Act violations.

222. By the aforesaid acts and omissions of defendants, and each of them, Dr. Weber has been directly and legally caused to suffer actual damages including, but not limited to, loss of earnings and future earning capacity, attorneys’ fees, costs of suit and other pecuniary loss not presently ascertained.

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1 223. As a further direct and legal result of the acts and conduct of
2 defendants, and each of them, as aforesaid, Dr. Weber has been caused to and did
3 suffer and continues to suffer severe emotional and mental distress, anguish,
4 humiliation, embarrassment, insomnia, fright, shock, discomfort, and anxiety. The
5 exact nature and extent of said injuries is presently unknown to Dr. Weber and Dr.
6 Weber does not know at this time the exact duration or permanence of said injuries,
7 but is informed and believes and thereon alleges that some if not all of the injuries
8 are reasonably certain to be permanent in character.

9 224. Dr. Weber has been damaged in an amount according to proof at trial,
10 but in an amount in excess of the jurisdiction of this Court. Dr. Weber is entitled to
11 recover the unpaid balance of wages owed, plus interest on that amount, all
12 penalties, reasonable attorneys' fees, and costs of suit pursuant to California Labor
13 Code § 1197.5 (h), as well as any other legal and equitable relief the Court deems
14 just and proper, including a declaratory judgment that Defendants have engaged in
15 systemic gender discrimination against Dr. Weber by paying female employees less
16 than their male counterparts for substantially equal or substantially similar work; by
17 a permanent injunction against such continuing discriminatory pay practices,
18 policies, and procedures; and injunctive relief that effectuates a restructuring of
19 Defendants' compensation policies, practices, and procedures in violation of the
20 California Equal Pay Act.

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Second Cause of Action
Retaliation in Violation of California Equal Pay Act
(California Labor Code § 1197.5(k))
(Dr. Weber Against Defendant Board of Trustees of the California State
University and Does 1 - 25)

225. Dr. Weber hereby incorporates by reference Paragraphs 1 through 224 of this Complaint as if fully set forth herein.

226. California Labor Code Section 1197.5(k) provides, “An employer shall not discharge, or in any manner discriminate or retaliate against, any employee by reason of any action taken by the employee to invoke or assist in any manner the enforcement of this section.”

227. As described herein, Dr. Weber invoked her right to equal pay as Defendants’ male employees and opposed, raised concerns about, and otherwise complained about Defendants’ refusal to pay her equal pay as male employees who were performing substantially similar work including, among other times, on:

- a. June 15, 2022 in a meeting with Rafik Mohamed and Jeanne Durr, in which Dr. Weber protested that: (1) she had learned that she was not making the same amount of money as her male counterparts in the CSU system who were performing the same work; and (2) she was one of the lowest paid employees despite her large portfolio of assignments, the additional duties assigned to me previously and now the new duties being assigned in this meeting.
- b. July 20, 2022 in a letter to Defendants in which Dr. Weber complained: “I recently learned that I earn substantially less than my CSU counterparts, mostly male (see Attachment A). In addition to the 7% merit increase as requested above, I am asking for a minimum of 12% retroactive annual salary increase from my original start date in 2017 and a 12% equity increase starting now to the end of my one-year sabbatical ending on August 17, 2023. Attached are the comparable salaries of CSU’s

1 highest-earning vice provosts.”

2 c. July 26, 2022 in an email to Defendants in which Dr. Weber
3 protested: ““I explicitly raised concerns that these female Vice
4 Provosts were being paid less because of their gender. I have
5 been shocked and saddened that CSU’s response to my
6 complaints was to subject me to unprecedented and
7 unwarranted criticism and then -- just a month later -- ask me to
8 “resign” from my position. This is highly offensive and totally
9 discriminatory, and retaliatory. I love serving CSU San
10 Bernardino and the system as a whole. I ask that you stop this
11 discrimination and retaliation immediately and let me continue
12 on. I also ask that you investigate my concerns that CSU
13 engages in gender discrimination by paying its female Vice
14 Provosts less than its male Vice Provosts.”

15 228. Dr. Weber’s invocation of her right to equal pay and pursuit of equal
16 pay was a substantial motivating reason for Defendants’ discharging of Dr. Weber
17 from her Deputy Vice Provost and Vice Provost of Academic Affairs position.

18 229. By the aforesaid acts and omissions of defendants, and each of them,
19 Dr. Weber has been directly and legally caused to suffer actual damages including,
20 but not limited to, loss of earnings and future earning capacity, attorneys’ fees,
21 costs of suit and other pecuniary loss not presently ascertained.

22 230. As a further direct and legal result of the acts and conduct of
23 defendants, and each of them, as aforesaid, Dr. Weber has been caused to and did
24 suffer and continues to suffer severe emotional and mental distress, anguish,
25 humiliation, embarrassment, insomnia, fright, shock, discomfort, and anxiety. The
26 exact nature and extent of said injuries is presently unknown to Dr. Weber and Dr.
27 Weber does not know at this time the exact duration or permanence of said injuries,
28 but is informed and believes and thereon alleges that some if not all of the injuries
are reasonably certain to be permanent in character.

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Third Cause of Action
Discrimination on the Basis of Gender in Violation of the
California Fair Employment and Housing Act
(California Government Code § 12940(a))
(Dr. Weber Against Defendant Board of Trustees of the California State
University and Does 1 - 25)

231. Dr. Weber hereby incorporates by reference Paragraphs 1 through 230 of this Complaint as if fully set forth herein.

232. At all times herein mentioned, the California Fair Employment and Housing Act (“FEHA”), Government Code § 12940 *et seq.*, was in full force and effect and was binding upon Defendants and each of them.

233. FEHA, Government Code § 12940(a), expressly provides that it is an unlawful employment practice for an “employer or other entity covered by [FEHA]” to discriminate against the person in compensation or in terms, conditions, or privileges of employment.

234. Defendants and Does 1 - 25 each constitute an “employer” or “other entity covered by [FEHA]” as those terms are defined by FEHA.

235. Dr. Weber is a female.

236. Dr. Weber is an “employee” as that term is defined by FEHA.

237. Defendants discriminated against Dr. Weber in compensation and in the terms, conditions, or privileges of employment by failing to pay Dr. Weber equal pay as male employees who were performing substantially similar work.

238. As a direct, foreseeable, and legal result of Defendants’ violations of FEHA as alleged herein, Dr. Weber has suffered losses in earnings, attorney’s fees and costs of suit and has suffered and continues to suffer physical pain, humiliation, mental and emotional distress, depression, anxiety, and insomnia, all to her damage in an amount in excess of the minimum jurisdiction of this Court, the precise

1 amount of which will be proven at trial.

2 239. As a result of Defendants' violation of FEHA as alleged herein, Dr.
3 Weber is entitled to reasonable attorneys' fees and costs of said suit as provided by
4 California Government Code § 12965(b).

5
6 **Fourth Cause of Action**

7 **Unlawful Harassment in Violation of the California Fair**

8 **Employment and Housing Act**

9 **(California Government Code § 12940(h))**

10 **(Dr. Weber Against Defendant Board of Trustees of the California State**
11 **University, Defendant Tomás Morales and Does 1 - 50; Dr Rogers Against**
12 **Defendant Board of Trustees of the California State University, Defendant**
13 **Jake Zhu and Does 1 - 50)**

14 240. Dr. Weber and Dr. Rogers hereby incorporate by reference Paragraphs
15 1 through 239 of this Complaint as if fully set forth herein.

16 241. In perpetrating the above-described actions, the defendants, and each
17 of them, including Does 1 through 50 and/or their agents and employees, subjected
18 Dr. Weber and Dr. Rogers to a continuing and ongoing pattern and practice of
19 gender harassment in violation of California Government Code Section 12940, *et*
20 *seq.*

21 242. Defendants, their agents, and supervisors, actively engaged in,
22 facilitated, fostered, approved of, knew or should have known of the unlawful
23 harassing conduct, failed to take immediate and appropriate corrective action and
24 otherwise failed to abide by their statutory duty to take all reasonable steps to
25 prevent harassment from occurring. The harassment was sufficiently pervasive or
26 severe as to alter the conditions of the employment of Dr. Weber and Dr. Rogers
27 and to create a hostile, intimidating and/or abusive work environment.

1 243. As a direct, foreseeable, and legal result of Defendants' violation of
2 FEHA as alleged herein, Dr. Weber and Dr. Rogers have suffered losses in
3 earnings, attorney's fees and costs of suit and have suffered and continue to suffer
4 physical pain, humiliation, mental and emotional distress, depression, anxiety, and
5 insomnia, all to their damage in an amount in excess of the minimum jurisdiction of
6 this Court, the precise amount of which will be proven at trial.

7 244. Dr. Weber and Dr. Rogers are informed and believes and thereon
8 alleges that Defendant Morales and Defendant Zhu, and each them, by engaging in
9 the aforementioned acts and/or in authorizing and/or ratifying such acts, engaged
10 in wilful, malicious, intentional, oppressive and despicable conduct, and acted with
11 wilful and conscious disregard of the rights, welfare and safety of Dr. Weber and
12 Dr. Rogers, thereby justifying the award of punitive and exemplary damages against
13 Defendants Morales and Zhu in an amount to be determined at trial.

14 245. As a result of Defendants' violation of FEHA as alleged herein, Dr.
15 Weber and Dr. Rogers are entitled to reasonable attorneys' fees and costs of said
16 suit as provided by California Government Code § 12965(b).

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Fifth Cause of Action
**Unlawful Retaliation in Violation of the California Fair
Employment and Housing Act
(California Government Code § 12940(h))
(Dr. Weber and Dr. Rogers Against Defendant Board of Trustees of the
California State University and Does 1 - 25)**

246. Dr. Weber and Dr. Rogers hereby incorporate by reference Paragraphs 1 through 245 of this Complaint as if fully set forth herein.

247. At all times herein mentioned, the California Fair Employment and Housing Act (“FEHA”), Government Code § 12940 *et seq.*, was in full force and effect and was binding upon Defendants and each of them.

248. FEHA, Government Code § 12940(h), expressly provides that it is an unlawful employment practice for an “employer or other entity covered by [FEHA] to person to discharge, expel, or otherwise discriminate against any person because the person has opposed any practices forbidden under [FEHA] or because the person has filed a complaint [under FEHA].”

249. Defendants and Does 1-25 each constitute an “employer” or “other entity covered by [FEHA]” as those terms are defined by FEHA.

250. Dr. Weber and Dr. Rogers are each an “employee” as that term is defined by FEHA.

251. Dr. Weber complained to Defendants about, opposed, protested and otherwise raised concerns about conduct that Dr. Weber reasonably believed constituted gender discrimination.

252. Dr. Rogers complained to Defendants about, opposed, protested and otherwise raised concerns about conduct that Dr. Rogers reasonably believed constituted gender harassment.

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1 253. Defendants, and each of them, retaliated against Dr. Weber by, among
2 other things:

- 3 a. Telling Dr. Weber that she should resign; and
- 4 b. Firing her.

5 254. Defendants, and each of them, retaliated against Dr. Rogers by, among
6 other things:

- 7 a. Telling Dr. Rogers that she should resign; and
- 8 b. Constructively firing Dr. Rogers (by giving her no choice but to
9 resign).

10 255. As a direct, foreseeable, and legal result of Defendants' violation of
11 FEHA as alleged herein, Dr. Weber and Dr. Rogers have suffered losses in
12 earnings, attorney's fees and costs of suit and have suffered and continue to suffer
13 physical pain, humiliation, mental and emotional distress, depression, anxiety, and
14 insomnia, all to their damage in an amount in excess of the minimum jurisdiction of
15 this Court, the precise amount of which will be proven at trial.

16 256. As a result of Defendants' violation of FEHA as alleged herein, Dr.
17 Weber and Dr. Rogers are entitled to reasonable attorneys' fees and costs of said
18 suit as provided by California Government Code § 12965(b).

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Sixth Cause of Action
Failure to Prevent Harassment
(California Government Code § 12940(k))
(Dr. Weber and Dr. Rogers Against Defendant Board of Trustees of the
California State University and Does 1 - 25)

257. Dr. Weber and Dr. Rogers reallege and incorporate by reference paragraphs 1 through 256 as though set forth in full.

258. Pursuant to California Government Code Section 12940(k), Defendants owed to Dr. Weber and Dr. Rogers the duty to take all reasonable steps necessary to prevent harassment against Dr. Weber and Dr. Rogers based on her gender.

259. As alleged herein and in violation of California Government Code Section 12940(k), Defendants violated the California Fair Employment and Housing Act by, among other things, failing to take all reasonable steps to prevent such harassment from occurring.

260. By the aforesaid acts and omissions of Defendants, Dr. Weber and Dr. Rogers have been directly and legally caused to suffer actual damages including, but not limited to, loss of earnings and future earning capacity, attorneys' fees, costs of suit and other pecuniary loss not presently ascertained.

261. As a further direct and legal result of the acts and conduct of Defendants as aforesaid, Dr. Weber and Dr. Rogers have been caused to and did suffer and continue to suffer severe emotional and mental distress, anguish, humiliation, embarrassment, insomnia, fright, shock, pain, discomfort and anxiety. The exact nature and extent of said injuries is presently unknown to Dr. Weber and Dr. Rogers. Dr. Weber and Dr. Rogers do not know at this time the exact duration or permanence of said injuries, but are informed and believe and thereon allege that some if not all of the injuries are reasonably certain to be permanent in character.

1 262. As a result of Defendants’ acts and conduct, as alleged herein, Dr.
2 Weber and Dr. Rogers are entitled to reasonable attorneys’ fees and costs of suit as
3 provided in Section 12965(b) of the California Government Code.
4

5
6 **Seventh Cause of Action**
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8 **Violation of California Labor Code Section 1102.5**
9 **(Dr. Weber Against Defendant Board of Trustees of the California State**
10 **University, Defendant Tomás Morales and Does 1 - 50; Dr. Rogers Against**
11 **Defendant Board of Trustees of the California State University, Defendant**
12 **Jake Zhu and Does 1 - 50)**

13 263. Dr. Weber and Dr. Rogers reallege and incorporate by reference
14 paragraphs 1 through 262 as though set forth in full.

15 264. As alleged herein and in violation of California Labor Code Section
16 1102.5, Defendants retaliated against Dr. Weber and Dr. Rogers for their disclosure
17 of information that they had reasonable cause to believe disclosed a violation of
18 Federal and California laws, rules and regulations to persons with authority over
19 Dr. Weber and Dr. Rogers, and who had the authority to investigate, discover, and
20 correct the complained of violations or non-compliance. Said activities would
21 result in a violation of various Federal and California statutes and regulations such
22 as the following:

- 23 a. 20 U.S.C. §1681-§1688 (Title IX of the of the Education
24 Amendments Act of 1972);
25 b. Section 12940 of the California Government Code;
26 c. Section 1197.5 of the California Labor Code;
27 d. Article I, Section 8 of the California Constitution prohibiting
28 disqualification from pursuing employment based on sex; and

1 e. Various other California and Federal statutes, regulations and
2 codes.

3 265. By the aforesaid acts and omissions of Defendants, and each of them,
4 Dr. Weber and Dr. Rogers have been directly and legally caused to suffer actual
5 damages including, but not limited to, loss of earnings, reliance damages, costs of
6 suit and other pecuniary loss in an amount not presently ascertained, but to be
7 proven at trial.

8 266. As a further direct and legal result of the acts and conduct of
9 Defendants, and each of them, as aforesaid, Dr. Weber and Dr. Rogers have been
10 caused to and did suffer and continue to suffer severe emotional and mental
11 distress, anguish, humiliation, shame, embarrassment, fright, shock, pain,
12 discomfort and anxiety. Dr. Weber and Dr. Rogers do not know at this time the
13 exact duration or permanence of said injuries, but are informed and believe, and
14 thereon allege, that some if not all of the injuries are reasonably certain to be
15 permanent in character.

16 267. Dr. Weber and Dr. Rogers are informed and believes and thereon
17 alleges that Defendant Morales and Defendant Zhu, and each them, by engaging in
18 the aforementioned acts and/or in authorizing and/or ratifying such acts, engaged
19 in wilful, malicious, intentional, oppressive and despicable conduct, and acted with
20 wilful and conscious disregard of the rights, welfare and safety of Dr. Weber and
21 Dr. Rogers, thereby justifying the award of punitive and exemplary damages against
22 Defendants Morales and Zhu in an amount to be determined at trial.

23 268. As a result of Defendants' conduct as alleged herein Dr. Weber and
24 Dr. Rogers are entitled to reasonable attorneys' fees and costs of suit pursuant to
25 Cal. Labor Code § 1102.5(j).
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Eighth Cause of Action
Violation of Article I, Section 8 of the California Constitution Prohibiting
Discrimination Based on Sex
(Dr. Weber Against Defendant Board of Trustees of the California State
University and Does 1 - 25)

269. Dr. Weber realleges and incorporates by reference paragraphs 1 through 268 as though set forth in full.

270. At all times herein mentioned, the California Constitution, Article I, Section 8 was in full force and effect and was binding upon Defendants and each of them.

271. The California Constitution, Article I, Section 8 expressly prohibits discrimination in employment and, in particular, expressly provides that it is an unlawful employment practice for a person to be “disqualified from entering or pursuing a business, profession, vocation, or employment because of sex”

272. At all times relevant herein, Defendants and Does 1-25 were Dr. Weber’s employer.

273. Defendants discriminated against Dr. Weber because of her sex by paying her less than Defendants’ male employees who were performing substantially similar work

274. As a direct, foreseeable, and legal result of Defendants’ violations of the California Constitution, Article I, Section 8 as alleged herein, Dr. Weber has suffered losses in earnings, attorney’s fees and costs of suit and has suffered and continues to suffer physical pain, humiliation, mental and emotional distress, depression, anxiety, and insomnia, all to her damage in an amount in excess of the minimum jurisdiction of this Court, the precise amount of which will be proven at trial.

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1 275. As a result of Defendants' conduct as alleged herein, Dr. Weber is
2 entitled to reasonable attorney' fees and costs of suit as provided in Section 1021.5
3 of the California Civil Procedure Code.
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5 **Ninth Cause of Action**
6 **Failure to Produce Personnel File for Inspection**
7 **(California Labor Code Section 1198.5**
8 **(Dr. Rogers Against Defendant Board of Trustees of the California State**
9 **University and Does 1 - 25)**

10 276. Dr. Rogers realleges and incorporates by reference paragraphs 1
11 through 275, as though set forth in full.

12 277. On October 7, 2022, Dr. Rogers sent a written request to Defendants
13 to make the contents of her personnel records available for inspection. In violation
14 of Labor Code section 1198.5(b), Defendants failed to respond at all, let alone
15 within thirty (30) days.

16 278. Accordingly, Dr. Rogers seeks injunctive relief to obtain compliance
17 with this section, pursuant to Labor Code section 1198.5(l).

18 279. As a result of Defendants' failure produce Dr. Rogers personnel
19 records for inspection, as alleged herein, Dr. Rogers is entitled to reasonable
20 attorneys' fees and costs of suit, as provided in Labor Code section 1198.5(l).
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Tenth Cause of Action

Negligent Infliction of Emotional Distress

(Dr. Weber Against Defendant Board of Trustees of the California State University, Defendant Tomás Morales and Does 1 - 50; Dr Rogers Against Defendant Board of Trustees of the California State University, Defendant Jake Zhu and Does 1 - 50)

280. Dr. Weber and Dr. Rogers reallege and incorporate by reference paragraphs 1 through 279 as though set forth in full.

281. Defendants breached their duty of care owed to Dr. Weber and Dr. Rogers to protect them from foreseeable harm. Their conduct, as alleged above, was done in a careless or negligent manner, without consideration for the effect of such conduct upon the emotional well-being of Dr. Weber and Dr. Rogers.

282. By the aforesaid acts and omissions of defendants, and each of them, Dr. Weber and Dr. Rogers have been directly and legally caused to suffer actual damages including, but not limited to, loss of earnings and future earning capacity, attorneys' fees, costs of suit and other pecuniary loss not presently ascertained.

283. As a further direct and legal result of the acts and conduct of defendants, and each of them, as aforesaid, Dr. Weber and Dr. Rogers have been caused to and did suffer and continue to suffer severe emotional and mental distress, anguish, humiliation, embarrassment, fright, shock, discomfort, anxiety, and related symptoms. The exact nature and extent of said injuries is presently unknown to Dr. Weber and Dr. Rogers. Dr. Weber and Dr. Rogers do not know at this time the exact duration or permanence of said injuries, but are informed and believe, and thereon allege, that some if not all of the injuries are reasonably certain to be permanent in character.

284. By the aforesaid acts and omissions of Defendants, and each of them, Dr. Weber and Dr. Rogers have been directly and legally caused to suffer actual

1 damages including, but not limited to, loss of earnings and future earning capacity,
2 attorneys' fees, costs of suit and other pecuniary loss not presently ascertained.

3 285. Dr. Weber and Dr. Rogers are informed and believes and thereon
4 alleges that Defendant Morales and Defendant Zhu, and each them, by engaging in
5 the aforementioned acts and/or in authorizing and/or ratifying such acts, engaged
6 in wilful, malicious, intentional, oppressive and despicable conduct, and acted with
7 wilful and conscious disregard of the rights, welfare and safety of Dr. Weber and
8 Dr. Rogers, thereby justifying the award of punitive and exemplary damages against
9 Defendants Morales and Zhu in an amount to be determined at trial.

10
11 **Eleventh Cause of Action**

12 **Intentional Infliction of Emotional Distress**

13 **(Dr. Weber Against Defendant Board of Trustees of the California State**
14 **University, Defendant Tomás Morales and Does 1 - 50; Dr Rogers Against**
15 **Defendant Board of Trustees of the California State University, Defendant**
16 **Jake Zhu and Does 1 - 50)**

17 286. Dr. Weber and Dr. Rogers hereby incorporate by reference Paragraphs
18 1 through 285 of this Complaint as if fully set forth herein.

19 287. Defendants' actions in retaliating against and then firing Dr. Weber
20 for her complaints of gender discrimination were extreme and outrageous acts and
21 taken with the intention of causing Dr. Weber extreme emotional distress,
22 humiliation, embarrassment and mental anguish.

23 288. Similarly, Defendants' actions in retaliating against and then
24 constructively firing Dr. Rogers for her complaints of gender harassment were
25 extreme and outrageous acts and taken with the intention of causing Dr. Rogers
26 extreme emotional distress, humiliation, embarrassment and mental anguish.

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1 289. Such conduct exceeded the inherent risks of employment and was not
2 the sort of conduct normally expected to occur in the workplace.

3 290. As a result of those extreme and outrageous acts, Dr. Weber and Dr.
4 Rogers have suffered extreme emotional distress and incurred medical expenses for
5 the treatment of said emotional distress, in an amount to be proven at the time of
6 trial, but in any event sufficient to satisfy the jurisdictional limits of this Court.

7 291. As a further direct and legal result of the acts and conduct of
8 defendants, and each of them, as aforesaid, Dr. Weber and Dr. Rogers have been
9 caused to and did suffer and continue to suffer severe emotional and mental
10 distress, anguish, humiliation, embarrassment, fright, shock, discomfort, anxiety,
11 and related symptoms. The exact nature and extent of said injuries is presently
12 unknown to Dr. Weber and Dr. Rogers. Dr. Weber and Dr. Rogers do not know at
13 this time the exact duration or permanence of said injuries, but are informed and
14 believe, and thereon allege, that some if not all of the injuries are reasonably certain
15 to be permanent in character.

16 292. By the aforesaid acts and omissions of Defendants, and each of them,
17 Dr. Weber and Dr. Rogers have been directly and legally caused to suffer actual
18 damages including, but not limited to, loss of earnings and future earning capacity,
19 attorneys' fees, costs of suit and other pecuniary loss not presently ascertained.

20 293. Dr. Weber and Dr. Rogers are informed and believes and thereon
21 alleges that Defendant Morales and Defendant Zhu, and each them, by engaging in
22 the aforementioned acts and/or in authorizing and/or ratifying such acts, engaged
23 in wilful, malicious, intentional, oppressive and despicable conduct, and acted with
24 wilful and conscious disregard of the rights, welfare and safety of Dr. Weber and
25 Dr. Rogers, thereby justifying the award of punitive and exemplary damages against
26 Defendants Morales and Zhu in an amount to be determined at trial.

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Prayer for Relief

WHEREFORE, Dr. Weber and Dr. Rogers pray for a judgment against Defendants as follows:

- a. For general economic and non-economic damages according to proof;
- b. For special damages according to proof;
- c. For prejudgment interest pursuant to California Civil Code section 3287 and/or California Civil Code section 3288 and/or any other provision of law providing for prejudgment interest;
- d. For attorneys' fees where allowed by law;
- e. For injunctive relief;
- f. For costs of suit incurred herein; and
- g. For such other and further relief as this Court deems just and proper.

Dated: March 14, 2023

Respectfully submitted,
HELMER FRIEDMAN, LLP
COURTNEY ABRAMS, PC

By: 

Andrew H. Friedman
Attorney for Plaintiffs
Clare Weber and Anissa Rogers

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Demand for a Jury Trial by Plaintiffs
Clare Weber and Anissa Rogers

Plaintiffs Clare Weber and Anissa Rogers hereby demand a trial by jury.

Dated: March 14, 2023

Respectfully submitted,
HELMER FRIEDMAN, LLP
COURTNEY ABRAMS, PC



By: _____
Andrew H. Friedman
Attorney for Plaintiffs
Clare Weber and Anissa Rogers

EXHIBIT A

401 Golden Shore, 5th Floor
Long Beach, CA 90802-4210

CSU Legislative Reports Website
<https://www.calstate.edu/legislativereports/>

Steve Relyea
Executive Vice Chancellor
and Chief Financial Officer

562-951-4600
srelyea@calstate.edu

April 29, 2022

Nancy Skinner
Joint Legislative Budget Committee
1021 O Street, Suite 8630
Sacramento, CA 95814

Gabriel Petek
Legislative Analyst Office
925 L Street, #1000
Sacramento, CA 95814

Keely Bosler, Director
Department of Finance
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Erika Contreras
Secretary of the Senate
State Capitol, Room 305
Sacramento, CA 95814

Cara L. Jenkins
Legislative Counsel
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Sacramento, CA 95814

Sue Parker
Chief Clerk of the Assembly
State Capitol, Room 3196
Sacramento, CA 95814

RE: CSU Employee Compensation/Staff Salary Structure Study Findings

Over the past several years, the California State University (CSU) has struggled to attract and retain talent, as wages have not kept up with the market rate and employees have faced growth potential challenges in their public service careers. In 2021, the Chancellor's Office, the California State University Employees Union, Service Employees International Union, and Teamsters Local 2010 partnered to advocate for funding for a comprehensive non-faculty staff salary study. The Budget Act of 2021 included \$2 million for the CSU to evaluate its existing staff salary structure, salary issues (e.g., inversion, compression and stagnation), develop recommendations and estimate the financial implications of the recommendations.

CSU Campuses
Bakersfield
Channel Islands
Chico
Dominguez Hills
East Bay

Fresno
Fullerton
Humboldt
Long Beach
Los Angeles
Maritime Academy

Monterey Bay
Northridge
Pomona
Sacramento
San Bernardino
San Diego

San Francisco
San José
San Luis Obispo
San Marcos
Sonoma
Stanislaus

CSU Report: CSU Employee Compensation/Staff Salary Structure Study Findings

April 29, 2022

Page 2

A compensation study project team was developed and included participants from the CSU, as well as CSUEU and Teamsters Local 2010 (jointly representing all nine staff bargaining units). Through a collaborative process, the CSU and its labor partners selected Mercer Consulting to conduct the study. The study encompasses all represented non-faculty CSU employee groups (29,000 employees). This report sets forth the findings of the study.

The findings address three major **areas of concern**:

Wage Stagnation

CSU staff salaries have not kept pace with those of the general industry or the higher education sector. An analysis showed wage stagnation at a rate of one percent per year when comparing tenured to new employees. Multiple years without pay increases contributed to the lack of market competitiveness. Overall, the CSU's average pay is 12 percent below market median and some job families are currently more than 20 percent below market.

Lack of Job Framework

CSU job frameworks are outdated and inconsistent. The variety of disciplines makes determining an equitable range of pay difficult. The CSU currently has no step structure, which is common across public sector and higher education. Mercer identified the need for effective job frameworks to appropriately inform salary structure.

Lack of Growth Potential and Pay Transparency

The CSU does not have a consistent process for advancing pay. The CSU seeks to reward employees for their commitment to public service, with career growth opportunities and compensation that are commensurate with job responsibilities and tenure. Mercer also identified the need for an updated job framework and processes to allow employees and managers to navigate their careers more effectively.

Mercer **recommended** the following to remedy these areas of concern:

Achieve and Maintain Market Alignment

Apply and refine a consistent methodology to identify the market rate for each position and establish regularly scheduled compensation reviews. Also, create new pay ranges targeting the midpoint of the pay range to the market median, adjust pay ranges by location, regularly update pay ranges and conduct market reviews every five years.

CSU Report: CSU Employee Compensation/Staff Salary Structure Study Findings

April 29, 2022

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Implement Step Salary Structure

Develop 15 structures based on bargaining/job family unit-specific ranges. Develop grades based on job levels and market data, fix pay increases on a set schedule, and apply geographic adjustments to salary structures. This structure is designed to recognize tenure, functional expertise, localized cost of salary and sustained performance.

Implement a Complete Job Framework

Revise the CSU's existing job framework to better align with the external market. Additionally, develop a CSU-wide leveling guide that accurately aligns with the external market, update job classifications to reflect current work and skills, and place employees accordingly.

Commitment to Ongoing Administration

A commitment to annual budget allocations would fund the step structures to move employee pay purposefully and consistently through established pay ranges. The CSU should also designate separate funding for exceptional job performance (i.e., merit adjustments) and job opportunities (e.g., promotions, reclassifications, etc.).

Mercer conducted a fiscal impact analysis of its programmatic recommendations. The **financial recommendations** include:

Step Salary Structure Aligned with the Market Median

To fully implement the proposed step structure, \$159.4 million would be necessary for base salary adjustments.

Modernized Job Framework

To create new job classifications and properly classify or re-classify employees, \$50 million would be necessary for base salary adjustments.

Salary-Related Benefit Increases

Additionally, \$77.5 million would be necessary to account for the effect of the recommended increases to salary-related benefits.

Annual Salary Budget Increases

The estimate of the ongoing cost for step progression is 2.03 percent per year. However, Mercer recommends an additional salary structure increase of at least one percent per year to maintain the market competitiveness of the salary structures, which represents a total annual increase of 3.05 percent of base pay.

The total estimated cost of these recommendations is **\$287 million** in ongoing funding.

CSU Report: CSU Employee Compensation/Staff Salary Structure Study Findings

April 29, 2022

Page 4

After initial implementation, ongoing costs to annually maintain market competitiveness and to sustain step progression would be in the tens of millions of dollars per year.

Given these findings, the CSU and non-faculty staff bargaining units have agreed to bargain the implementation of salary structure changes in a standalone bargaining process.

The CSU and its workforce are important to the California economy. Specifically, for every dollar invested by the state, the CSU generates \$6.98 for California's economy. Additionally, CSU campuses have a substantial impact on their regional economies, supporting thousands of jobs and generating millions of dollars in state tax revenues. Importantly, the implementation of these recommended salary structure changes will allow CSU employees to better keep up with unprecedented cost of living increases, improve morale and quality of life, and will indeed be life-changing for some employees. It is not an overstatement: The CSU's mission is in jeopardy if it is unable to recruit and retain qualified employees to serve its students and to fulfill the significant role that the CSU plays within California's economy.

Should you have any questions about this report, please contact Eric Bakke, interim assistant vice chancellor, Advocacy and State Relations at (916) 445-5983.

Sincerely,



Steve Relyea
Executive Vice Chancellor and
Chief Financial Officer

SR:dr

Full report posted to <https://www.calstate.edu/impact-of-the-csu/government/Advocacy-and-State-Relations/Pages/legislative-reports.aspx>

- c: Members, California State Legislature
Members, Joint Legislative Budget Committee
Lisa Qing, Senior Fiscal & Policy Analyst, Legislative Analyst Office
Evelyn Nazario, Vice Chancellor, Human Resources
Eric Bakke, Interim Assistant Vice Chancellor, Advocacy and State Relations
Ryan Storm, Assistant Vice Chancellor for Budget
Jeni Kitchell, Executive Budget Director
Tammy Kenber, Associate Vice Chancellor, Human Resources

California State University Report: Summary of Compensation Program Study Non-Faculty Staff Represented by a Union

Enclosed is California State University's (CSU) systemwide report, which summarizes the results and recommendations of Mercer Consulting's comprehensive study of CSU's compensation programs for non-faculty/non-management staff represented by a union.

Introduction

The state funded a study to review the CSU's staff compensation programs in its 2021/22 budget through [Senate Bill 170](#). The CSU engaged Mercer Consulting shortly thereafter and the firm embarked upon a comprehensive review in November 2021. The goals of the study were to:

- Identify and address compensation issues such as salary compression and wage stagnation
- Identify and address areas where the CSU's salary structures and pay rates were perceived to be misaligned with the market
- Consider strategies for increasing retention and recruiting efforts through more competitive pay, relevant and current job classifications, and clear pathways to career progression
- Provide alternative salary structures and pay practices which would address the issues identified in the study

The study's findings and recommendations are outlined in this report and are to be provided to the state legislature and the governor's administration prior to the state adopting the Budget Act of 2022. The CSU and staff labor unions have collaborated on this project, working closely with the consultant and campus stakeholders in hopes that the state would: (1) incorporate the implementation costs of the study's recommendations into the state budget request, and (2) commit to funding the new structures on an ongoing basis.

Project Team

The compensation study project team consisted of leadership from the CSU as well as from the California State University Employees Union (CSUEU), and Teamsters Local 2010, who served on behalf of and represented all nine staff bargaining units. The study was conducted in collaboration with campus stakeholders and led by Mercer Consulting.

Mercer is an international consulting firm with deep expertise in employment services, including compensation. Mercer works with organizations of all sizes, within various industries, including higher education, to align their business and people strategies, including assessing compensation programs. Mercer has a proven track record of working on labor management projects and had the resources to conduct the study on the expedited timeline established by [Senate Bill 170](#) of 2021.

Mercer was engaged to evaluate the current salary structures and compensation programs for non-faculty CSU represented staff, identify issues that needed to be addressed, and make recommendations that would address those issues as well as provide a framework and costing for implementation.

Note, the recommendations outlined in this report are proposed recommendations — funding from the California legislature and governor, along with implementation determined through the collective bargaining process, is required to implement any and all recommendations.

As part of their assessment, Mercer invited feedback from key stakeholders through a series of virtual focus groups in December 2021. More than 5,000 employees (managers and non-faculty represented staff) participated in the focus groups.

Note, the recommendations outlined in this report are proposed recommendations — funding from the California legislature and governor, along with implementation determined through the collective bargaining process, is required to implement any and all recommendations.

Background

The CSU is the nation's largest four-year public university system with 23 campuses and eight off-campus centers. The CSU educates approximately 486,000 students and employs nearly 56,000 faculty and staff. The CSU is authorized to grant baccalaureate and master's degrees as well as teaching credentials. The CSU is committed to attracting and retaining a diverse workforce that thrives in the pursuit of excellence for students and all members of the CSU community. The CSU is governed by a Board of Trustees that appoints the chief executive officer of the system (the chancellor), Chancellor's Office executive officers (executive vice chancellors/vice chancellors), as well as the president of each campus.

As one of California's public postsecondary systems of higher education, the CSU is committed to¹:

1. Attracting and retaining the most highly qualified individuals whose knowledge, experience, and contributions best serve students and advance the university's mission
2. Fair and reasonable compensation design, application, and delivery
3. Policies and practices compliant with all applicable federal, state, and local regulations and laws
4. Compensation systems that are fiscally sound and that do not exceed the CSU's annual operating budget

The compensation program study covered the following bargaining units and associated employees:

Bargaining Unit	Employee Headcount as of 10/31/2021
Union of American Physicians and Dentists (UAPD)	94
CSUEU (Health Care Support)	683
Academic Professional of California (APC)	3,295
CSUEU (Operations Support Services)	2,108
Teamsters Local 2010	1,036
CSUEU (Clerical/Administrative Support Services)	4,229
Statewide University Police Association (SUPA)	333
CSUEU (Technical Support Employees)	8,240
International Union of Operating Engineers (IUOE)	14
Academic Student Employees (UAW)	10,436
CSUEU English Language Program Instructors	2
GRAND TOTAL	30,470

Compensation Program Study — Methodology and Steps

To complete the comprehensive compensation program study, the project team used the following methodology and project steps:

¹ Derived from [Board of Trustees Policy on Compensation](#) (Nov. 2019)

Note, the recommendations outlined in this report are proposed recommendations — funding from the California legislature and governor, along with implementation determined through the collective bargaining process, is required to implement any and all recommendations.

- 1) **Data and discovery:** Gathered available data on pay, structures, and administration of pay practices and listened to CSU stakeholders to understand the current state
- 2) **Review of job framework:** Reviewed the current classification system of the CSU to identify opportunities to align work performed at the CSU and appropriate job groupings with the external market
- 3) **Market benchmarking:** Established a consistent methodology (described below) to match all non-faculty represented CSU job families and levels to relevant external market data.
- 4) **Gap Analysis:** Conducted a market gap analysis to understand alignment to the external marketplace.
- 5) **Salary Compression/Inversion Analysis:** Conducted a thorough review of CSU's employee salaries to compare internal alignment of pay among CSU employees
- 6) **Salary structure design alternatives:** Developed two salary structure models (traditional grade structure and salary-step structure); discussed advantages and policy/procedure implications with the project team; and determined the preferred future salary structure for non-faculty staff represented by a union
- 7) **Alignment and model selection:** Conducted strategy sessions with union and CSU human resources leadership to discuss the recommended program and required investment to implement the recommendations

Compensation Program Assessment — Current State

Through the compensation program study, the project team identified three key issues regarding the current program for non-faculty represented staff.

Wage Stagnation

Over the past 15 years, CSU staff salaries have not kept pace with general industry or with other higher education institutions. While higher educational institutions typically lag general industry, the CSU lagged *both* the general industry market and higher education institutions, resulting in considerable wage stagnation over time.

An analysis of the CSU's base salary compression and inversion issues and historical pay movement² indicated:

- Although there is not significant salary inversion, wage stagnation is present at the CSU for non-faculty represented staff (e.g., one percent per year difference between new and tenured employees in similar roles).
- Multiple years without pay increases contributed to the current lack of market competitiveness with general industry as well as higher education. Overall, the CSU's **average** pay is 12 percent below market median when compared to benchmark roles/jobs. Some job families were found to be more than 20 percent below market median (Exhibit 1).

² CSU's historical base salary increase (merit and COLA) were compared to the median base salary increases found in the general industry and higher education, utilizing the following resources: WorldatWork Salary Budget Survey, CUPA Historical Salary Information, and Mercer US Compensation Planning survey.

Note, the recommendations outlined in this report are proposed recommendations — funding from the California legislature and governor, along with implementation determined through the collective bargaining process, is required to implement any and all recommendations.

Exhibit 1: Gap analysis by job family based on benchmark jobs

The CSU's **average** pay is 12 percent below market median (50th percentile) when compared to benchmark roles/jobs. Some job families were found to be more than 20 percent below market median.

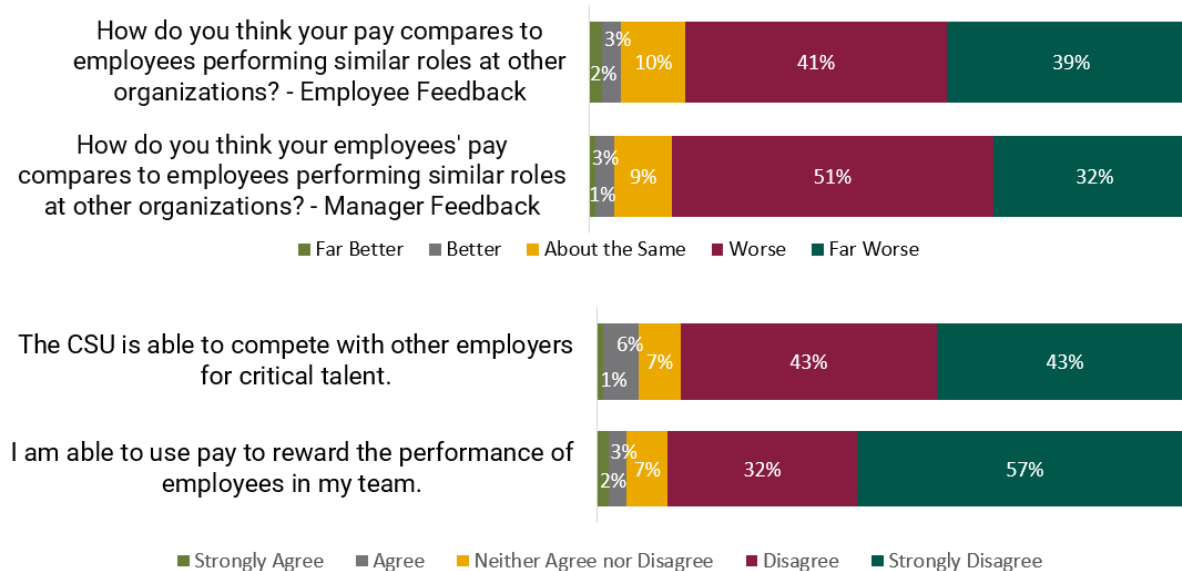
Job Family Group	# Jobs	Average Gap to Market		
		25th	50th	75th
Academic Services and Student Experience	110	-2%	-13%	-24%
Analysis, Planning, and Administrative Services	46	1%	-15%	-27%
Arts	16	3%	-13%	-23%
Athletics and Sports	15	6%	-9%	-23%
Communications, Marketing, and Public Affairs	26	-9%	-20%	-31%
Compliance, Risk Management, and Safety	10	-17%	-28%	-36%
Facilities and Grounds	45	14%	0%	-13%
Facilities Design and Planning	17	-3%	-15%	-27%
Finance	34	-5%	-17%	-26%
Healthcare	54	7%	-6%	-18%
Hospitality, Events, Guest Services, and Sales	16	-6%	-21%	-32%
Human Resources	13	-4%	-15%	-25%
Inclusivity and Equity	6	21%	9%	-3%
Information Technology	64	3%	-9%	-21%
Institutional Advancement	15	0%	-13%	-26%
Libraries and Museums	15	5%	-8%	-18%
Physicians	11	-10%	-23%	-31%
Police	10	25%	-4%	-9%
Police and Public Safety Services	13	12%	-5%	-22%
Research	17	-8%	-19%	-28%
Skilled Trades and Specialized Crafts	90	15%	-1%	-16%
Supply and Logistics	14	3%	-7%	-17%
Total	657	1%	-12%	-24%

These results were also expressed in the stakeholder focus groups, where participants noted (Exhibit 2):

- CSU pay for non-faculty represented staff is significantly below peers at other organizations.
- Employees indicated they were unable to live comfortably beyond basic needs, or live close to their workplace.
- Pay increases are unpredictable and infrequent — wages are not livable or competitive.
- The current IRP (in-range progression) process is inconsistent and usually denied due to funding constraints.
- Managers do not know when there will be pay increases.
- Managers are concerned about the ability to attract and retain critical talent given current wages.

Note, the recommendations outlined in this report are proposed recommendations — funding from the California legislature and governor, along with implementation determined through the collective bargaining process, is required to implement any and all recommendations.

Exhibit 2: Stakeholder Feedback Results



Lack of Job Framework

During the study, Mercer observed that the CSU currently lacks a solid job framework. The current job classifications do not cover all functions and position hierarchy is not consistent across job groupings and bargaining units.

- Current job family groupings:** the CSU currently has 117 job families, although some job families only contain one job. In most institutions, jobs are typically organized into 15 – 20 job family groups, which are further delineated into job families (typically four to seven per job family). The purpose of grouping jobs into job families is to provide clarity for employees about potential future career opportunities and provide consistent pay practices (e.g. market pricing practices). As such, typical job families will have multiple levels and span career streams (e.g. professional, support). Additionally, the CSU has classifications that are narrow and include one discipline while a number of other classifications are broad and include multiple distinct disciplines. An example of the latter issue is the Administrative Analyst/Specialist classification series, which includes the following distinct disciplines:
 - Compliance and risk management
 - Environmental health and safety
 - Facilities planning
 - Event and conference management
 - Guest services and sales
 - Advancement services
 - Alumni relations
 - Grant and contract administration

Note, the recommendations outlined in this report are proposed recommendations — funding from the California legislature and governor, along with implementation determined through the collective bargaining process, is required to implement any and all recommendations.

The variety of disciplines makes determining an equitable range of pay difficult. Market best practice is to organize jobs into job family groups and associated job families to provide a consistent framework for defining jobs across the institution.

- **Career tracks and levels:** Currently, the CSU has clearly defined levels within each classification series but does not have an institution-wide leveling structure. An institution-wide leveling structure would provide a solid foundation for transparent career pathing and talent mobility.

Market best practice is to organize jobs into career streams (e.g., operational/support, professional, managerial, executive) and levels based on impact and scope of responsibility. Higher education institutions typically identify three to four para-professional levels and three to five institution-wide professional levels. However, not all job series require positions at every level.

These results were also represented in the stakeholder focus groups, where participants noted:

- Classifications are outdated and need to reflect differences in work performed at the CSU.
- Some classification series do not include all levels.
- Classification reviews need to occur more regularly.

Lack of Growth Potential and Pay Transparency

A CSU goal is to reward employees for a commitment to public service, with career growth opportunities and compensation that is commensurate with job responsibilities and time on the position. An updated job framework and administrative processes will allow employees and managers to more effectively navigate their careers.

Effective pay structures, as well as additional programmatic guidance and education on pay programs, will help to reduce the current frustrations surrounding the CSU's pay practices and programs.

Mercer validated the following, which were expressed during the stakeholder focus groups:

- The majority of employees stated the CSU does not have consistent processes for advancing pay.
- The majority of employees and managers stated that pay placement decisions are not consistently applied for new hires and promotions within the CSU.

Recommendations to Correct Current Compensation Program

Following qualitative and quantitative data gathering and analysis, Mercer provided the CSU with four key recommendations to correct issues with the current compensation program.

1. Achieve and Maintain Market Alignment

Mercer recommends that the CSU apply a consistent benchmarking methodology and establish regularly scheduled compensation reviews.

Compensation benchmarking is a process that matches internal jobs with market pay data or a salary survey to identify the market rate for each position. A compensation benchmarking methodology stipulates how an organization defines the market.

Note, the recommendations outlined in this report are proposed recommendations — funding from the California legislature and governor, along with implementation determined through the collective bargaining process, is required to implement any and all recommendations.

The methodology would include a consistent application of survey sources and scopes, data weighting and adjustments, and segmentation aligned with the job framework. Additionally, the CSU would:

- Create new pay ranges targeting the midpoint of the pay range to the median of the market (exceptions for structures adjusted to comply with minimum wage laws)
- Localize pay ranges based on cost of salaries
- Regularly update its pay ranges to align with market data
- Conduct regular in-depth market reviews by job family every five years

To complete the benchmarking process for the study, the project team took the following steps:

- **Determined benchmark jobs and relevant markets:** The project team identified the jobs to be benchmarked and the appropriate markets for each job family group. Jobs were evaluated relative to markets where CSU would look for and lose talent. Some jobs competed more broadly across all industries, and some were specific to higher education.
- **Reviewed the CSU salary sources:** Selected various high-quality surveys sources that met established criteria: survey age, survey description consistency, data relevance, and survey statistic repeatability over time. Compensation data was collected and analyzed to develop an understanding of the amount of compensation paid for benchmark jobs. Survey sources and scopes are included below:

Higher Education	General Industry	Healthcare
Western Management Group - Educomp All Four-Year Public * California - All Institutions	Mercer Benchmark All Data *West Coast *Not-For-Profit	Mercer - Healthcare Individual Contributors All Data *West Coast
College and University Professional Association (CUPA) - Staff (1) Staff FTE-4th Quartile (>930) Public Institutions (2) All Bachelor, Master, and Doctoral Public Institutions	WTW General Industry Noncorporate	WTW Health Care Middle Management, Professional and Support Noncorporate
CompData Colleges and Universities National Data	CompData Benchmark Pro National Data *National Data -Nonprofit	CompData Health Care National Data
*Community College Survey	Western Management Group CompBase All Data *California - All Institutions	ECG Management Consultants National Physicians - Clinic *State of California

* Reflects data scopes gathered but not included in the Benchmark Composite. Utilized for reference only.
 (1) & (2) Reflects order of priority. Scope two is only utilized in cases of limited data.

Survey and Scopes Utilized for select positions with limited data:	Government of California-Cities Utilized for Police
	Economic Research Institute All Industries *California State

Note, the recommendations outlined in this report are proposed recommendations — funding from the California legislature and governor, along with implementation determined through the collective bargaining process, is required to implement any and all recommendations.

- **Matched jobs:** Matched CSU jobs to survey jobs based on content.
- **Chose segments and scopes:** Ensured data selected matched the targeted markets for each job family group. The project team identified the appropriate markets for each job family group. For most non-academic focused roles, market pricing composites applied consistent weighting of 50 percent higher education and 50 percent general industry. Data was gathered for the following scopes: higher education, general industry, public sector, with California or west coast location and used for reference and audit purposes.
- **Gathered compensation statistics:** Collected multiple data percentiles to understand the expected range for base salary and total compensation (to understand the competitive landscape, even though the CSU has limited incentives/bonuses).
- **Adjusted survey data:** Adjusted available survey data to account for differences between the CSU roles and the market data in responsibilities, level, unique competencies required, etc.
- **Aged compensation data:** Aged the data from various survey sources to a common point in time. All market data was aged to January 1, 2023, utilizing a 3.5 percent projected increase in salary movement for 2022.
- **Developed a market composite:** Combined the data from multiple survey sources into a single, blended number based on the relevance of each data source.
- **Analyzed market results:** Applied cost of labor differences (five regions) and evaluated the gap between employee pay and the localized external market.

2. **Implement Step Salary Structures**

Mercer designed two salary structure models: (1) Traditional Range Salary Structure; and (2) Step-Rate Salary Structure. Both structures were based on internally-calibrated job levels and external market-driven pay rates and included the establishment of:

- Bargaining Unit and/or Job Family Group specific pay grades and ranges;
- Salary minimum, midpoint, and maximum for each pay grade;
- Salary midpoints typically aligned with the external market pay rates at the median; and
- Each structure included five localized structures to accommodate the cost of salary differences across the State of California.

Both salary structures were based on, and support, the job framework created by Mercer, which includes additional job family groupings that are not currently in the CSU classifications.

Traditional Range Salary Structure

Mercer presented a traditional range salary structure that included:

- Typical range spreads of 50 percent to 60 percent (a range spread is the difference between the minimum and maximum of a salary range);
- Typical midpoint progressions between grades of eight percent to 15 percent (midpoint progression is the percent difference between the midpoint in a range and the midpoint of a range one level higher); and
- Initial placement in the range guided by time in the position.

Pros/Cons:

- This structure allows movement within a grade to recognize employee performance in the job and development of knowledge/skills/competencies.
- Also, this structure provides flexibility to accommodate pay placement of unique roles job classifications.
- Further, this structure introduces the risk of inconsistent application and inequities due to decentralized control.

Note, the recommendations outlined in this report are proposed recommendations — funding from the California legislature and governor, along with implementation determined through the collective bargaining process, is required to implement any and all recommendations.

Step-Rate Salary Structure

Mercer presented a step-rate salary structure that included:

- Typical range spreads of 40 percent;
- Typical midpoint progressions between grades of eight to fifteen percent; and
- Placement in the range and progression through steps based on time in the position.

Pros/Cons:

- This structure provides clear policies and guidance to advance pay.
- Also, the step-rate option ensures movement of employees to market rates within five years.
- It also provides less flexibility to recognize performance and development of knowledge/skills/competencies.

Decision Points

Mercer and the project team recommend the step-rate salary structure after careful consideration of the following factors:

- Equitable and consistent pay decisions are primary concerns expressed by both leadership and employees;
- Step-Rate Salary Structure models are competitive within the California market and will ensure employee pay advancement toward market alignment within a predictable timeframe;
- Existing Salary Structures at the CSU require significant administrative expertise and consistent program application to achieve internally equitable and externally competitive pay; and
- Step-Rate Salary Structures would mirror the step structures currently in place for other public sector state employees whose employment is administered through the California Department of Human Resources.

Based on this decision, Mercer further refined the Step-Rate Salary Structure to include:

- Fifteen structures reflecting bargaining and/or job family unit-specific ranges and grades based on CSU job levels and corresponding market data;
- Fixed pay rate increases based on a pre-set schedule;
- Steps focused on tenure in the position;
- Five localized versions of each salary structure based on the cost of salaries;
- Nine steps per structure to move employees to the maximum rate within 15 years; and
- Larger percentage increases in initial salary steps to align employees with the market median in five years.

The recommended step-rate salary structure is designed to recognize tenure, functional expertise, localized cost of salary, and sustained performance.

3. **Implement a Complete Job Framework**

Mercer recommends that the CSU implement a complete job framework with updated functional groupings, aligned with work performed and a system-wide job leveling criteria. This includes:

- Revise the existing job framework to better align with the external market;
- Developing a CSU-wide leveling guide that accurately aligns the CSU to the external market;
- Updating select job classifications to reflect current work and skills; and
- Placing employees in appropriate job classifications and levels.

Note, the recommendations outlined in this report are proposed recommendations — funding from the California legislature and governor, along with implementation determined through the collective bargaining process, is required to implement any and all recommendations.

A job framework organizes jobs into job family groups, job families, career tracks, and career levels. The framework is the basis for understanding unique roles, highlighting career opportunities where they exist, and providing guidance regarding future rewards, program assessment, and development. It creates consistencies and transparency in how jobs are organized and defined, providing confidence and an understanding of similarities and differences between jobs.

Job Framework Components

A job framework consists of several components:

- **Career track:** This is a career type within an organization, characterized by unique responsibilities, such as “management”, “professional” and “operations/support.” While a career track may align with natural career progression in some cases, it is not intended to dictate or delineate career progression.
- **Career level:** This delineates the hierarchical position of a job within a career track, which recognizes incremental changes in job scope and responsibilities and is consistent across job families.
- **Job family group:** This is a broad category of work/major professional areas that can be logically grouped together based on similar characteristics and required skills. Examples could include “Finance”, “Information Technology” or “Human Resources.”
- **Job family:** This is a cluster of jobs within a job family group with similar characteristics, disciplines, and functional areas. Most career development occurs within a job family. Examples of job families within the “Finance” job family group described above could include “Accounting” or “Fiscal Operations.”
- **Job profile or job classification:** This is a specific role, characterized by a combination of job-specific requirements, career track, career level, job family group, and job family.

To review and develop recommendations for the CSU’s job framework, Mercer:

- Reviewed job frameworks at other large universities;
- Reviewed the CSU census data with an emphasis on bargaining unit, classification title, working title, and department;
- Proposed new job family groups and job families at the employee level based on the census data criteria; and
- Revised recommendations to ensure better alignment within bargaining units.

4. Commitment to Ongoing Administration

Mercer recommends that the CSU commit to annual budget allocations to fund the step structures to purposefully and consistently move employee pay through established pay ranges. Additionally, the CSU should designate separate funding for exceptional job performance (merit) and job opportunities (e.g., promotion, reclassification, etc.) alongside the funding being allocated for step movement.

Regular salary increases are critical to:

- Attracting and retaining qualified talent to support the CSU’s mission today and into the future;
- Recognizing length of time in the position and professional growth over time; and
- Recognizing employees’ commitment to public service, contributions, and accomplishments.

Financial Implications

Mercer’s calculations on the financial implications include investments to update the foundational elements of the CSU Compensation Program, as well as a commitment to maintain continued alignment with the market including:

Note, the recommendations outlined in this report are proposed recommendations — funding from the California legislature and governor, along with implementation determined through the collective bargaining process, is required to implement any and all recommendations.

- Step-Rate Salary Structures aligned with the market median
 - An investment of \$159,383,846 would be necessary in base salary adjustments. This assumes full implementation of the proposed step structures.
 - Calculations utilized employee data effective 1/21/2022, and it was adjusted assuming a four 4 percent general salary increase (GSI) in 2021-22 and a three percent GSI in 2022-23. This presupposes the CSU and all staff unions negotiate and agree to a compounded general salary increase for all represented staff. If agreements are less than these assumptions, the cost to align the salary structure with the market median will exceed \$159.4 million. If agreements are more than, the cost to align the salary structure with the market median will decrease. As a result, the outcome of pending collective bargaining agreements will affect this cost calculation.
 - The total cost estimate was derived by assigning each employee to a salary structure based on their job family, a salary grade based on career stream and level, and a step based on position tenure. Each structure was designed to align to the market median utilizing market data benchmarks.
- Finalize Implementation of a Modernized Job Framework to accurately organize jobs into market-competitive functional disciplines and levels
 - An investment of \$50,000,000 in base salary adjustments to create new job classifications and properly classify or reclassify current employees into the newly created job classifications and the corresponding job levels.
- Salary-related benefit increases
 - An investment of \$77,472,023 to account for the effect of the recommended salary increases on salary-related benefits.
- Annual salary budget increases
 - The estimate of the ongoing cost for step progression is 2.03 percent per year.
 - In order to maintain the market competitiveness of the salary structures, Mercer recommends an additional salary structure increase aligned with market movement typically of at least one percent per year, which represents a total increase of 3.05 percent of base pay.

Together, the study's recommendations would cost an estimated \$286,855,869 to implement, supported by ongoing funding. After initial implementation, ongoing costs to annually maintain market competitiveness and to sustain step progression would be in the tens of millions of dollars per year.

In closing, it should be noted that for every dollar invested by the state, the CSU generates \$6.98 for California's economy. Additionally, CSU campuses have a substantial impact on their regional economies, supporting thousands of jobs and generating millions of dollars of state tax revenues. Importantly, this will allow CSU employees to better keep up with unprecedented cost of living increases, improve morale and quality of life, and could indeed be life-changing for some employees. The CSU's mission is in jeopardy if it is unable to recruit and retain qualified employees to serve its students and to advance the important role that the CSU plays within California's economy.

Note, the recommendations outlined in this report are proposed recommendations — funding from the California legislature and governor, along with implementation determined through the collective bargaining process, is required to implement any and all recommendations.

EXHIBIT B

JUN 22 2022

BY 
JUSTIN MANASSEE, DEPUTY

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CAMELIA FOWLER

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 COUNTY OF SAN BERNARDINO

9 Case No.: **CIV SB 2 2 1 2 1 1 8**

10 CAMELIA FOWLER, individually and on behalf
11 of all personal similarly situated;

12 Plaintiff,

13 v.

14 CALIFORNIA STATE UNIVERSITY; and
15 DOES 1 through 25, inclusive.

16 Defendants.

**CLASS ACTION COMPLAINT FOR
DAMAGES FOR DISCRIMINATION;**

1. **VIOLATIONS OF THE CALIFORNIA
FAIR EMPLOYMENT AND
HOUSING ACT (GOVERNMENT
CODE § 12940, et. seq.**
2. **WRONGFUL FAILURE TO TAKE
REASONABLE STEPS TO PREVENT
HARASSMENT, DISCRIMINATION
AND RETALIATION IN VIOLATION
OF GOVERNMENT CODE SECTION
12940, SUBSECTIONS (J)(1);**
3. **INJUNCTIVE RELIEF;**
4. **DECLARATORY RELIEF**

DEMAND FOR JURY TRIAL

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20
21 Comes now Plaintiff, CAMELIA FOWLER, for a complaint alleges against all Defendants as
22 follows:

23
24 **INTRODUCTION, JURISDICTION, AND VENUE**

- 25 1. PLAINTIFF, CAMELIA FOWLER (“PLAINTIFF” or “FOWLER”), individually on behalf of
26 herself and other similarly situated current and former employees in the State of California
27 (collectively “PLAINTIFFS”) of DEFENDANT CALIFORNIA STATE UNIVERSITY
28 (“DEFENDANT” or “CSU”) and DOES 1-25 (collectively “DEFENDANTS”), brings this Class

1 Action for injunctive and declaratory relief, attorneys' fees, costs, and expenses for the
2 pervasive practice of CSU paying its female employees and employees of color less money for
3 the substantially the same work in substantially the same work positions. PLAINTIFFS reserve
4 the right to name additional class representatives.

5 2. DEFENDANT, CALIFORNIA STATE UNIVERSITY (sometimes "DEFENDANT" or "CSU")
6 is a public university system and a public entity composed of 23 campuses. It includes eight off-
7 campus centers enrolling 485,550 students with 55,909 faculty and staff and is the largest four-
8 year public university system in the United States.¹

9 3. Campuses that are part of CSU include California State University San Bernardino ("CSUSB"),
10 which is within the jurisdiction of this court. This Court is the proper court, and this action is
11 properly filed in the Superior Court of the State of California, County of San Bernardino, where
12 PLAINTIFF FOWLER is an employee. CSU, through CSUSB, maintains offices and facilities
13 and transacts business in the County of San Bernardino, and DEFENDANT'S illegal pay policies
14 and practices which are the subject of this action were applied, at least in part, in the County of
15 San Bernardino.

16 4. This Court has subject matter jurisdiction of this action pursuant to California Code of Civil
17 Section 410.10 and Article VI, section 10, of the California Constitution.

18 5. Venue is proper in the County of San Bernardino in that a substantial portion of the events, acts
19 omissions and transactions complained of herein occurred in this county. Plaintiff has been
20 damaged in an amount in excess of the jurisdictional amount of this Court.

21 6. At all relevant times herein, PLAINTIFF Camelia Fowler was employed by DEFENDANT as an
22 employee.

23 7. The class on behalf of which Plaintiff brings this action PLAINTIFFS generally consists of
24 current and former employees of DEFENDANTS, who worked for DEFENDANTS in the State
25 of California, for a period of time within the four (4) years preceding the filing of this action.
26
27
28

¹ Description of California State University, Wikipedia, https://en.wikipedia.org/wiki/California_State_University

1 8. The Class Period is designated as four years prior to the date of filing of this complaint until the
2 trial date.

3 9. As used herein, "PLAINTIFFS" shall mean Plaintiff and all members of the Plaintiff Class.

4 10. PLAINTIFFS have been injured by Defendant CSU's policy of paying female employees and
5 employees of color less money for the same work in the same positions, in violation of the
6 California Fair Employment and Housing Act ("FEHA").

7 11. The policies and practices giving rise to all violations of California law described herein have
8 been ongoing for decades, are continuing at present, and will continue unless enjoined by this
9 Court.

10 **BASIS OF COMPLAINT AND FURTHER FACTS**

11 12. PLAINTIFFS are informed and believe and thereon allege that DEFENDANT, CALIFORNIA
12 STATE UNIVERSITY, has a policy and practice of paying its employees identifying as female,
13 and its employees of color, less in wages for work it the same positions where others receive
14 more money.

15 13. The same is clearly demonstrated in a recent report, entitled "CSU Salary Structure: Gender
16 and Racial Based Pay Gaps," what was prepared by the California State University Employees
17 Union for its represented membership. ² See report attached hereto as Exhibit 1. According to
18 the analysis, "Pay disparities are pervasive among non-faculty California State University
19 employees, with workers of color and women earning less than white male workers." ³

20 PLAINTIFFS are informed and believe and thereon allege that said practice is long established
21 and is the subject of many grievances and Title IX claims in the CSU system, that CSU is well
22 aware of the nature of the issue, and of its pervasive nature, and has ignored the significance of
23 the issue, and allows it to continue to this day.

24
25
26 ² CSU Salary Structure: Gender and Racial Based Pay Gaps," by the California State University Employees Union, May 26,
2022.

27 ³ Women, Workers of Color Underpaid at CSU, Union Study finds. Here's What Could help," by
28 Alexandra Yoon-Hendricks; <https://www.sacbee.com/news/equity-lab/article262076497.html#storylink=cpy>

1 14. The report stated, among other things, the following:

2 -That the mean monthly pay for all CSU workers in the survey was \$4,753; which mean having a
3 mean monthly pay of \$5,013, and women having a mean monthly pay of \$4,577. More,

4 -White males had a mean monthly pay of \$5,439;

5 -White females had a mean monthly pay of \$4,762;

6 -Black males had a mean monthly pay of \$4,446;

7 -Black females had a mean monthly pay of \$4,479;

8 -Hispanic males had a mean monthly pay of \$4,205

9 -Hispanic females had a mean monthly pay of \$4,108.⁴

10 15. Similar to the above, FOWLER, among other things, is in a position at CSUSB where the two
11 previous holders of the position, whom were each men, made substantially more money than she
12 for doing the same work. PLAINTIFFS are informed and believe, and thereon allege, that this is
13 a similar pattern that is repeated throughout the CSU system; i.e., where female employees
14 and/or employees of color are paid less money for the same work as white and/or male
15 counterparts.

16 16. Said practice affects the salaries of thousands of workers that identify as female or as persons of
17 color, and the practice continues with no end in sight, necessitating the need for this class action
18 lawsuit.

19 17. PLAINTIFFS are informed and believe, and thereon allege, that Defendant CSU has sole
20 responsibility for enforcing and applying polices that are unlawfully discriminatory against
21 PLAINTIFFS. Thus, Defendants, including CSU, enforce policies that unlawfully have an
22 adverse disparate impact based on sex/gender, and race.

23 18. PLAINTIFFS are ignorant of the true names and capacities of defendants sued herein as DOES 1
24 through 25, inclusive, and therefore sues these Defendants by such fictitious names.
25 PLAINTIFFS will amend this Complaint to allege their true names and capacities when
26 ascertained.

27
28

⁴ CSU Salary Structure: Gender and Racial Based Pay Gaps," by the California State University Employees Union, May 26, 2022.

1 19. PLAINTIFFS are informed and believe, and thereon allege, that each of the Defendants was, at
2 all times herein mentioned, the agent, employee, partner and/or representative of one or more of
3 the remaining Defendants and was acting within the course and scope of such relationship.

4 Plaintiff is further informed and believes that each of the Defendants herein gave consent to,
5 ratified, and authorized the acts alleged herein to each of the remaining Defendants.

6 PLAINTIFFS are further informed and believes and thereon alleges that each of the named
7 Defendants and all DOES sue herein under fictitious names are jointly or severally liable to
8 MATTHEWS for her damages alleged herein.

9 20. At all times mentioned, PLAINTIFF is ignorant of the true names and capacities of Defendants
10 sued herein as DOES 1 through 25, inclusive, and therefore sues these Defendants by such
11 fictitious names. Plaintiff will amend this Complaint to allege their true names and capacities
12 when ascertained.

13 21. PLAINTIFFS are informed and believes and based thereon alleges that each of the fictitiously
14 named Defendants are responsible in some manner for the occurrences herein alleged, and that
15 PLAINTIFF'S damages as herein alleged were proximately caused by such Defendants.

16 22. PLAINTIFFS are informed and believes and based thereon alleges that at all times herein
17 mentioned each of the Defendants was the agent, joint venturer, statutory partner and/or
18 representative of each of the remaining Defendants, and in doing the things alleged below, was
19 acting within the scope of such agency and/or employment. PLAINTIFFS are informed and
20 believes and thereon alleges that each of the named Defendants and all DOES sued herein under
21 fictitious names are jointly or severally liable to PLAINTIFFS for her damages alleged herein.
22

23 **CLASS ACTION DESIGNATION**

24 23. The causes of action set forth herein are appropriately suitable for class treatment because:
25 (a) The persons in the class are so numerous, being over one hundred (100) individuals, that the
26 joinder of all such persons is impracticable, and that the disposition of their claims as a class will
27 benefit all parties and the court.
28

1 (b) This action involves common questions of law and fact to the potential class because the
2 action focuses on the DEFENDANTS' systematic course of illegal payroll practices and policies,
3 which was applied to all hourly employees in violation of, among other things, the California
4 FEHA.

5 (c) The claims of PLAINTIFF, as a person in protected categories, herein alleged are typical of
6 those claims which could be alleged by any member of the class, and the relief sought is typical
7 of the relief which would be sought by each of the members of the class in separate actions.

8 (d) PLAINTIFF will fairly and adequately represent and protect the interest of all members of
9 the class.
10

11 24. The prosecution of separate actions by individual members of the class would create the risk of
12 inconsistent and/or varying adjudications with respect to the individual members of the class,
13 establishing incompatible standards of conduct for the DEFENDANTS and resulting in the
14 impairment of class members' rights and the disposition of their interests through actions to
15 which they were not parties.

16 25. Common issues predominate the PLAINTIFFS' claims in that all class claims arise out of
17 DEFENDANTS' failure to have a policy that provides equal payment for equal work done by
18 employees identifying as female, and people of color. Further, a single class action is superior to
19 numerous individual actions as a means of adjudicating those claims.
20

21 26. PLAINTIFFS further allege that DEFENDANT CSU took the following adverse actions against
22 PLAINTIFFS and is subject to the FEHA for, among other things: discrimination; failure to
23 prevent discrimination. PLAINTIFFS believes Defendant CSU, committed these actions
24 because of sex/gender, and/or race/ethnicity. CSU is an employer with over 5 employees, who
25 is subject to suit under the California FEHA.

26 27. As further described below, as a direct and proximate result of CSU'S willful, knowing, and
27 intentional violations of FEHA by discriminating against PLAINTIFFS, and by their failure to
28

1 take all reasonable steps necessary to prevent discrimination as hereinabove alleged, CSUSB
2 damaged PLAINTIFFS thereby.

3 **FIRST CAUSE OF ACTION**

4 **(Against Defendant CSU, and DOES 1 through 25)**
5 **(Employment Discrimination in Violation of Government Code § 12940, et. seq. (a), (a), (c), (i), (j)(1))**

- 6 28. PLAINTIFFS, individually and on behalf of all others similarly situated, incorporate, and re-
7 allege each allegation set forth above as if fully set forth herein.
- 8 29. PLAINTIFFS were employed by CSU during the times and in the position, which is described
9 with more particularity, above.
- 10 30. At all times herein mentioned, California's Fair Employment and Housing Act, Cal. Government
11 Code § 12940 et seq., was in full force and effect and fully binding upon Defendants.
12 PLAINTIFFS were members of a group protected by the statute, in particular section 12940(a),
13 prohibiting discrimination in employment based on sex/gender, and on race/ethnicity.
- 14 31. While PLAINTIFFS worked for CSU, and performed competently in their positions,
15 PLAINTIFFS were subjected to discrimination, upon their race/color, and sex/gender.
- 16 32. These discriminatory practices created a hostile work environment in which individuals,
17 particularly those individuals of color, and those of female sex/gender, and were subjected to
18 disadvantageous terms, conditions, and/or privileges of employment, including but not limited to
19 refusal to pay equally, based not on the content of their character or work performance, but based
20 on race/ethnicity, and sex/gender.
- 21 33. As a direct, foreseeable, and proximate result of DEFENDANTS' unlawful actions,
22 PLAINTIFFS suffered and continues to suffer lost earnings, and other employment benefits.
- 23 34. As a further direct, foreseeable, and proximate result of Defendants' unlawful actions, Plaintiff
24 has suffered emotional distress, humiliation, shame, and embarrassment all to the Plaintiff's
25 detriment causing her damages in an amount to be proven at time of trial.
26
27
28

- 1 35. CSU affected, facilitated, authorized, and/or ratified the systemwide actions that led to
2 PLAINTIFFS from all of the campuses to be subject to a policy that does not pay them equally if
3 they identify as female or are of color.
- 4 36. By engaging in the discriminatory activities and by maintaining the discriminatory policies,
5 practices and procedures more fully described above, CSU violated the fundamental, substantial,
6 and well-established public policies embodied in applicable law.
- 7 37. CSU, among its representatives, knowingly and willfully conspired to cause PLAINTIFFS to be
8 deprived of equal pay due to their protected classification, with no end in sight, because of
9 sex/gender and race/ethnicity, and to deprive PLAINTIFFS of the benefit and privileges of their
10 employment as described herein. In so doing, CSUSB violated the fundamental, substantial, and
11 well-established public policies embodied in Government Code section 12940, et. seq., by
12 aiding, abetting, inciting, compelling, or coercing the doing of any of the acts forbidden under
13 Government Code section 12940, subsections (a) and (c), or by attempting to do so.
- 14 38. PLAINTIFFS were damaged as a direct and proximate result of CSU'S willful, knowing, and
15 intentional violations of the FEHA by discriminating against PLAINTIFFS based on sex/gender
16 and/or race/ethnicity.
- 17 39. Based on the foregoing, PLAINTIFFS seek injunctive relief to immediately cease this illegal
18 practice.
19

20 SECOND CAUSE OF ACTION

21 (Against Defendant CSU, and DOES 1 through 25 only)
22 (Wrongful Failure to Take Reasonable Steps to Prevent Harassment, Discrimination and
23 Retaliation in Violation of Government Code Section 12940, et. seq.)

- 24 40. PLAINTIFF, individually and on behalf of all others similarly situated, incorporates, and re-
25 alleges each allegation set forth above as if fully set forth herein.
- 26 41. Defendant At all times herein mentioned, California's Fair Employment and Housing Act, Cal.
27 Gov't Code §§ 12900, et seq., was in full force and effect and was fully binding upon Defendant.
28 Specifically, § 12940(k) makes it an unlawful employment practice for an employer to fail to
take all reasonable steps necessary to prevent discrimination from occurring.

1 42. While PLAINTIFFS have worked for CSU, CSU failed to take reasonable steps to prevent
2 discrimination, from occurring. Specifically, CSU, among other things, failed to appropriately
3 train CSU employees in the methods by which discrimination may be prevented, and failed to
4 prevent such harmful activity from occurring in the first instance; failed to properly investigate
5 claims discrimination in pay; and failed to appropriately discipline CSU employees who were
6 known to have committed acts of wrongful discrimination.

7 43. As described above, Defendant CSU knew about the policy harassing behavior of Defendant
8 HIGGINS, among others, but did nothing about the behavior. Defendant CSU was informed by
9 of the aforesaid discriminatory treatment and/or was aware of same yet failed to take any action.
10 Defendant CSU failed to adequately investigate the aforesaid discriminatory behavior when
11 warned, failed to take all reasonable steps to prevent discrimination against PLAINTIFFS and
12 did not investigate, discipline, or change policies them in response to being so informed.
13 Defendant CSU failed to take all reasonable steps necessary to prevent discrimination from
14 occurring in violation of § 12940(k).

15 44. As a direct, foreseeable, and proximate result of CSU'S unlawful actions, Plaintiff has suffered
16 and continue to suffer losses in earnings and other employment benefits and has incurred other
17 economic losses. Further, PLAINTIFFS suffered damages, making the ceasing of the practice by
18 Injunction necessary. More, PLAINTIFFS are entitled to reasonable attorneys' fees under the
19 Fair Employment and Housing Act.
20

21 **THIRD CAUSE OF ACTION**

22 **(Injunctive Relief)** 23 **(Against Defendants CSU, and DOES 1 through 25 only)**

24 45. PLAINTIFF, individually and on behalf of all others similarly situated, incorporates, and re-
25 alleges each allegation set forth above as if fully set forth herein.

26 46. At all times herein mentioned PLAINTIFFS, were and still are entitled to the rights and
27 privileges related to their employment under the law.

28 47. Based upon the discrimination suffered by PLAINTIFFS at the hands of DEFENDANT CSU
including but not limited to a de facto policy of paying female employees and employees of color

1 less than their counterparts, including whites and/or males, it is clear that DEFENDANT CSU
2 has acted without legal authority, under the law in CSU'S treatment of PLAINTIFFS.

3 48. Alternatively, DEFENDANT CSU has ratified all illegal actions directed toward PLAINTIFFS.

4 That ratification continues with, among other thing, and all things aforementioned, CSU'S
5 failure to investigate and change the policy in question.

6 49. PLAINTIFF seeks the following injunctive relief:

7 50. A declaration and temporary and permanent injunction that DEFENDANT CSU eliminates its
8 policy of paying female and employees and employees of color less than their white and/or male
9 counterparts for doing similar work in similar positions;

10 51. A declaration and temporary and permanent injunction that DEFENDANT CSU institutes a
11 policy of paying female and employees and employees of color at levels equal to their white
12 and/or male counterparts for doing similar work in similar positions; and

13 52. A declaration and temporary and permanent injunction that DEFENDANT CSU makes a
14 complete review of all salaries on its campuses and sites that, among other things, ensures
15 uniformity for those that are in substantially similar positions doing substantially similar work;
16 and creates a process by which class members may have their claims related to their colleagues
17 and/or predecessors being paid more unlawfully become subject to a thorough and focused
18 review;

19 53. A declaration and temporary and permanent injunction that DEFENDANT CSU is precluded
20 from removing PLAINTIFFS from their employment for any retaliatory reason, including but not
21 limited to retaliation for making the complaints and/or participating in the class herein, and are
22 precluded from further retaliation and discrimination of PLAINTIFFS of any kind, and in any
23 fashion, directly or indirectly.

24 54. PLAINTIFFS has no adequate remedy at law for the damages described above, as they will
25 continue if they are not ceased. More, PLAINTIFFS will suffer irreparable harm unless the
26 conduct of DEFENDANT CSU and DOES 1 through 25 is enjoined, for the reasons detailed
27 hereinabove.
28

1 **FOURTH CAUSE OF ACTION**

2 **Declaratory Relief**
3 **(Against Defendants CSU, and DOES 1 through 25 only)**

4 55. PLAINTIFF, individually and on behalf of all others similarly situated, incorporates, and re-
5 alleges each allegation set forth above as if fully set forth herein.

6 56. PLAINTIFF, individually and on behalf of all others similarly situated, contends that Defendant
7 California State University has a systemic practice of paying female employees and employees
8 of color less in wages for the same work.

9 57. Based on the foregoing, an actual controversy has arisen and now exists between PLAINTIFFS
10 and CSU, and or DOES 1-25 regarding the legal rights and duties of the respective parties and
11 PLAINTIFFS request that these rights and duties be adjudged by the Court, including as to
12 whether Defendant CSU'S practice is as alleged by PLAINTIFF and whether the Court can hold
13 can hold Defendant CSU responsible for stopping the practice permanently, in a uniform way
14 that affects all campuses in the system.

15 58. PLAINTIFFS request a judicial determination of his rights and duties and request a declaration
16 as to CSU'S policy being invalid and unenforceable because of its systemic nature, as it pertains
17 to PLAINTIFFS. A judicial declaration is necessary and appropriate at this time to determine the
18 rights and duties of the parties
19

20 **PRAYER FOR RELIEF**

21 WHEREFORE, PLAINTIFF CAMELIA FOWLER, individually, and on behalf of all other persons
22 similarly situated, by his and their attorneys, respectfully prays for relief against DEFENDANT
23 California State University and DOES 1 through 25 inclusive, and each of them on each and every one
24 of the First through Seventh Causes of Action as appropriate under the facts and laws of the case, as
25 follows:
26

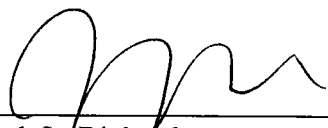
- 27 1. For a preliminary injunction, permanent injunction, and/or other equitable relief to the extent
28 allowed by law as stated above;

- 1 2. For declaratory judgment declaring the rights of Camelia Fowler and/or any represented
- 2 employee person or any class member;
- 3 3. For costs and expenses of suit incurred herein, including statutory attorney fees; and
- 4 4. For such other and further relief as the Court deems just and proper.

5 Dated: June 21, 2022

MCCUNE WRIGHT AREVALO, LLP

6
7
8 By: _____


9 Joseph L. Richardson
Sandy G. Gonzalez
10 Attorneys for Plaintiff
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EXHIBIT 1

CSU Salary Structure: Gender and Racial Based Pay Gaps



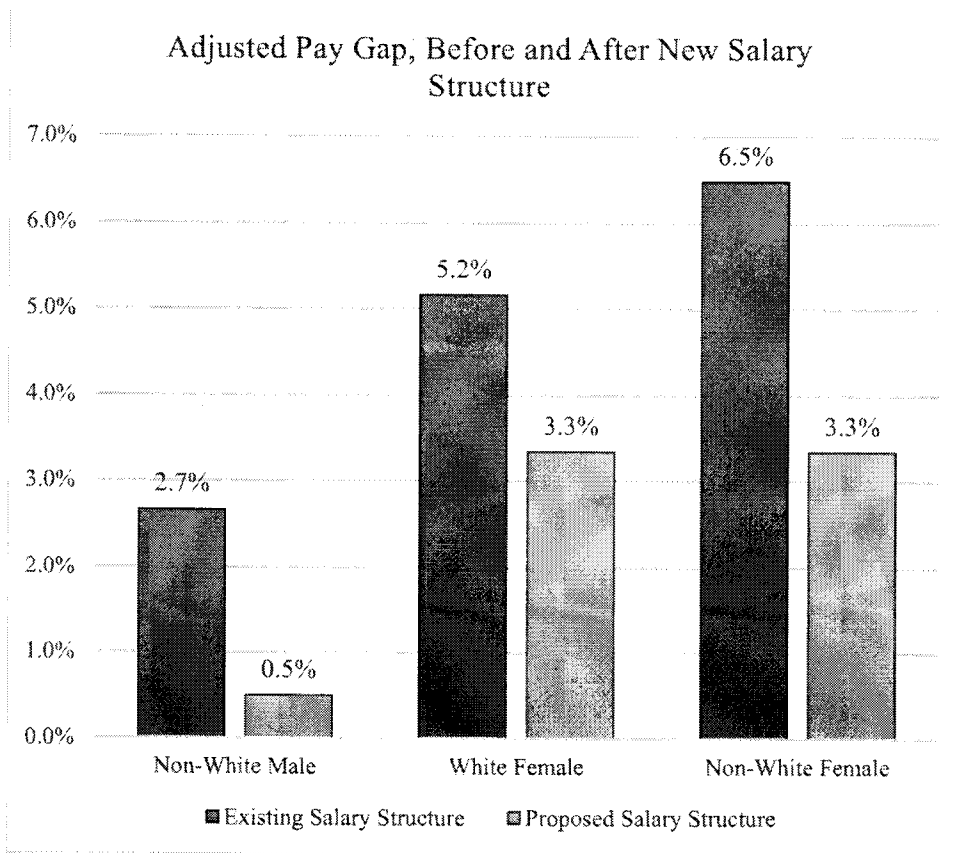
May 26, 2022
Prepared by the CSUEU

Executive Summary

The California State University Employees Union (CSUEU) conducted an analysis of pay for its represented membership (14,000 +) comparing salary across both gender and ethnicity. This analysis was performed for the current pay structure within the California State University (CSU) as well as a model of the proposed STEPS system implementation (based on the recommendations of Mercer salary study).

The results indicate a significant decline in wage gap (compared to White male) for all 3 groups: non-White male, White female, and non-White female after movement to the proposed STEPS system.

Group	Existing Pay Gaps	Projected Pay Gaps under STEPS	Percentage Point Change
Non-White Male	-2.7%	-0.5%	2.2% Decline
White Female	-5.2%	-3.3%	1.8% Decline
Non-White Female	-6.5%	-3.3%	3.1% Decline



CSU Salary Structure: Gender and Racial Based Pay Gaps - Reduction of pay gaps through movement to STEP system implementation.

Gender and Racial Pay Gaps

There is well-established literature studying the gender- and racial-pay gaps in the U.S. and abroad. A 2017 study¹ estimated that U.S. women² earned 79% of what men earned in 2010. This unadjusted gender pay gap is larger than the adjusted pay gap, which accounts for factors such as age, education, experience, geography, occupation, industry, and union representation. The 2017 study controlled for several factors and found that the adjusted pay gap was 92% in 2010. According to Pew Research³, the gender wage gap differed significantly by race. In 2015, Black men earned 73% and Hispanic men earned 69% of their White men counterparts. White women earned 82% of White men, while Black and Hispanic women earned 65% and 58%, respectively, of White men. When adjusting for education these proportions were 78% for Black men, 81% for Hispanic men, 78% for White women, 72% for Black women, and 69% for Hispanic women.

The wide range of these estimates is because different studies with different data control for different variables. Controls may give a value that shows what the pay gap is for people doing equal work with equal experience but would ignore structural issues such as discrimination in hiring or promotion, occupational segregation, and barriers to education. Adjusted or controlled pay gap is not necessarily a better measure of pay inequity than unadjusted or uncontrolled – these measures provide different information. For our purposes, we try multiple specifications to estimate both unadjusted and adjusted pay gap with several different controls. The purpose of this analysis is to determine whether the step salary structure proposed by Mercer will improve, worsen, or have no effect on gender- and racial-pay gaps – so our measure of interest is the change in the pay gap projected under the new salary structure.

Study Group, Data and Methods

Many pay gap studies use survey data across large populations with many different job types and employers. Our data has the advantage of being with one employer, in one state, one industry, with variation by city and classification. We have salary data on 13,544 employees in CSUEU bargaining units 2, 5, 7, and 9 in March of 2022. We drop data for 1,136 employees who did not have data on both self-reported gender and ethnicity. We also omit data on 17 individuals identified as non-binary as the sample size was not great enough to allow for adequate comparisons of the other factors. Finally, we drop data on 508 employees who we were not able to determine a new step salary for. We conduct our analysis with a dataset of 11,883 employees.

Our analysis will use White male as a baseline group and assess differences in pay for non-White male, White female, and non-White female. We also estimate pay gaps for a larger set of groups – White female along with Black male and female, Hispanic male and female, Asian male and female, and an aggregate of all other minority groups (two or more, Native American, Pacific Islander), male and female. As the number of control variables increases, precise estimates of the wage gaps for these groups becomes difficult, due to small sample sizes within

¹ Blau, Francine D., and Lawrence M. Kahn. 2017. "The Gender Wage Gap: Extent, Trends, and Explanations." *Journal of Economic Literature*, 2017, 55 (3): 789-865.

² We use man/men/male and woman/women/female interchangeably throughout this report.

³ Patten, Eileen. "Racial, gender wage gaps persist in U.S. despite some progress." Pew Research, July 2016.

groups. While some coefficients are insignificant, we generally find more severe pay gaps for Black and Hispanic men and women, and an insignificant or positive difference for Asian men and women. Tables 1, 2, and 3 give an overview of baseline wages and the number of employees in our sample belonging to different gender and ethnic groups. Table 1 shows that the average monthly salary for CSUEU employees is \$4,753. Men make about \$436 more than women; White workers make about \$302 less than their Asian counterparts, but \$579, \$901, and \$545 more than their Black, Hispanic, and Other minority counterparts, respectively. In each ethnic grouping, women make less than their male counterparts, with the exception of Black women, who make on average \$33 more than Black men. In the last column of Table 1, we see the breakdown of the 11,883 employees in our sample. They skew significantly female, primarily White and Hispanic, with Asian workers a distant third in numbers. There are 737 Black workers and 374 workers in all other minority categorizations.

Group	Mean Monthly Pay	Number of Employees
All	\$4,753	11,883
Female	\$4,577	7,099
Male	\$5,013	4,784
White	\$5,045	4,724
White Female	\$4,762	2,747
White Male	\$5,439	1,977
Asian	\$5,347	2,166
Asian Female	\$5,165	1,240
Asian Male	\$5,591	926
Black	\$4,466	737
Black Female	\$4,479	439
Black Male	\$4,446	298
Hispanic	\$4,144	3,882
Hispanic Female	\$4,108	2,440
Hispanic Male	\$4,205	1,442
Other	\$4,500	374
Other Female	\$4,375	233
Other Male	\$4,707	141

These are relatively small populations, especially when conducting analysis across factors such as bargaining unit and campus. To illustrate this, Table 2 and 3 give total numbers and percentage of total campus employees belonging to each ethnic group, as well as the split of men and women.

Table 2: Campus Headcounts of Employees by Ethnicity and Gender

Campus	All	Female	Male	White	Hispanic	Black	Asian	Other
All Campuses	11,883	7,099	4,784	4,724	3,882	737	2,166	374
Bakersfield	256	162	94	107	113	14	15	7
Channel Islands	221	127	94	78	106	11	20	6
Chico	436	242	194	318	58	8	31	21
Chancellor's Office	205	110	95	55	39	18	83	10
Dominguez Hills	352	202	150	56	136	79	69	12
East Bay	395	244	151	114	102	53	108	18
Fresno	491	277	214	193	201	26	61	10
Fullerton	733	438	295	236	242	51	179	25
Humboldt	278	169	109	217	32	2	8	19
Los Angeles	441	275	166	39	256	29	112	5
Long Beach	994	585	409	363	363	75	165	28
Maritime Academy	65	36	29	23	13	11	14	4
Monterey	217	136	81	122	52	9	25	9
Northridge	949	597	352	351	365	69	143	21
Pomona	581	366	215	157	270	28	113	13
Sacramento	697	402	295	319	157	56	131	34
San Bernardino	511	318	193	155	256	48	42	10
San Diego	840	495	345	360	282	53	119	26
San Francisco	758	435	323	210	138	40	352	18
San Jose	727	429	298	220	209	20	256	22
San Marcos	387	258	129	166	166	13	29	13
San Luis Obispo	787	417	370	528	177	9	48	25
Sonoma	273	185	88	178	56	9	19	11
Stanislaus	289	194	95	159	93	6	24	7

Table 3: Percentage of Employees at each Campus by Ethnicity and Gender

Campus	All	Female	Male	White	Hispanic	Black	Asian	Other
All Campuses	11,883	59.7%	40.3%	39.8%	32.7%	6.2%	18.2%	3.1%
Bakersfield	256	63.3%	36.7%	41.8%	44.1%	5.5%	5.9%	2.7%
Channel Islands	221	57.5%	42.5%	35.3%	48.0%	5.0%	9.0%	2.7%
Chico	436	55.5%	44.5%	72.9%	13.3%	1.8%	7.1%	4.8%
Chancellor's Office	205	53.7%	46.3%	26.8%	19.0%	8.8%	40.5%	4.9%
Dominguez Hills	352	57.4%	42.6%	15.9%	38.6%	22.4%	19.6%	3.4%
East Bay	395	61.8%	38.2%	28.9%	25.8%	13.4%	27.3%	4.6%
Fresno	491	56.4%	43.6%	39.3%	40.9%	5.3%	12.4%	2.0%
Fullerton	733	59.8%	40.2%	32.2%	33.0%	7.0%	24.4%	3.4%
Humboldt	278	60.8%	39.2%	78.1%	11.5%	0.7%	2.9%	6.8%
Los Angeles	441	62.4%	37.6%	8.8%	58.0%	6.6%	25.4%	1.1%
Long Beach	994	58.9%	41.1%	36.5%	36.5%	7.5%	16.6%	2.8%
Maritime Academy	65	55.4%	44.6%	35.4%	20.0%	16.9%	21.5%	6.2%
Monterey	217	62.7%	37.3%	56.2%	24.0%	4.1%	11.5%	4.1%
Northridge	949	62.9%	37.1%	37.0%	38.5%	7.3%	15.1%	2.2%
Pomona	581	63.0%	37.0%	27.0%	46.5%	4.8%	19.4%	2.2%
Sacramento	697	57.7%	42.3%	45.8%	22.5%	8.0%	18.8%	4.9%
San Bernardino	511	62.2%	37.8%	30.3%	50.1%	9.4%	8.2%	2.0%
San Diego	840	58.9%	41.1%	42.9%	33.6%	6.3%	14.2%	3.1%
San Francisco	758	57.4%	42.6%	27.7%	18.2%	5.3%	46.4%	2.4%
San Jose	727	59.0%	41.0%	30.3%	28.7%	2.8%	35.2%	3.0%
San Marcos	387	66.7%	33.3%	42.9%	42.9%	3.4%	7.5%	3.4%
San Luis Obispo	787	53.0%	47.0%	67.1%	22.5%	1.1%	6.1%	3.2%
Sonoma	273	67.8%	32.2%	65.2%	20.5%	3.3%	7.0%	4.0%
Stanislaus	289	67.1%	32.9%	55.0%	32.2%	2.1%	8.3%	2.4%

There are six of campuses with fewer than 10 Black workers out of 23 CSU campuses. For our initial analysis, we will focus simply on the differences from white men for three aggregated groups – White female, non-White male, and non-White female. We will then see if results are meaningful at a disaggregated level.

Regression Results

Using log-linear regression models, we can estimate the percentage salary difference associated with different ethnicity or gender categories with controls such as: time in classification, career level, campus, and bargaining unit. We run these regressions twice – first, with the existing salary as the dependent variable. Next, we use mappings created as part of the salary study to project a new salary for each employee in our sample. We can compare the gender

and racial-based wage gaps under both the current and new proposed salary structure to estimate the impact this structure will have on pay inequity by race and gender.

We start with a simple regression of the logarithm (log) of monthly wages as our dependent variable, and race-gender categories as our independent variables. In all regressions, White male will be our baseline for comparison, and percentages reflect the difference associated with belonging to that group. Percentage differences are calculated by transforming the regression coefficient as is standard in interpreting coefficients in log-linear regressions – an explanation of this calculation as well as regression coefficients and standard errors can be found in our methods appendix.

Table 4 shows the unadjusted percentage differences for non-White men, White women, and non-White women. On average, non-White men make 14.1% less than their White man counterparts; White women make 10.7% less, and non-White women make 17.1% less.

Group	Old Salary Structure	New Salary Structure	Difference
Non-White Male	-14.1%	-10.2%	-3.9%
White Female	-10.7%	-8.8%	-1.9%
Non-White Female	-17.1%	-12.9%	-4.2%

In Table 5, we progressively add controls to our regression to estimate the adjusted pay gap. First, we control for campus specific effects in columns (1) and (4). While these individual campus coefficients are significant, the geographic adjustment has relatively small effects on our pay gap measure, even showing an increase in the pay gaps for non-White workers. In columns (2) and (5), we add controls for Range (a career level indicator used in some CSUEU classifications) and tenure (years spent in classification). These controls for experience and career level have a more noticeable effect. Finally, we account for differences in job type by adding controls for bargaining unit. This also has a significant effect on the pay gaps, and our final adjusted pay gaps are much lower than the unadjusted gaps, which is consistent with existing studies. We again notice that for each group, the corresponding wage gap under the new salary structure is lessened.

Table 5: Adjusted Wage Gaps

Group	Old Salary Structure			New Salary Structure		
	(1)	(2)	(3)	(4)	(5)	(6)
Non-White Male	-16.0%	-9.7%	-2.7%	-13.4%	-7.0%	-0.5%
White Female	-10.2%	-7.3%	-5.2%	-8.2%	-5.3%	-3.3%
Non-White Female	-18.9%	-12.2%	-6.5%	-16.0%	-8.7%	-3.3%
Controls						
Campus	Yes	Yes	Yes	Yes	Yes	Yes
Range	No	Yes	Yes	No	Yes	Yes
Tenure (Years)	No	Yes	Yes	No	Yes	Yes
Bargaining Unit	No	No	Yes	No	No	Yes

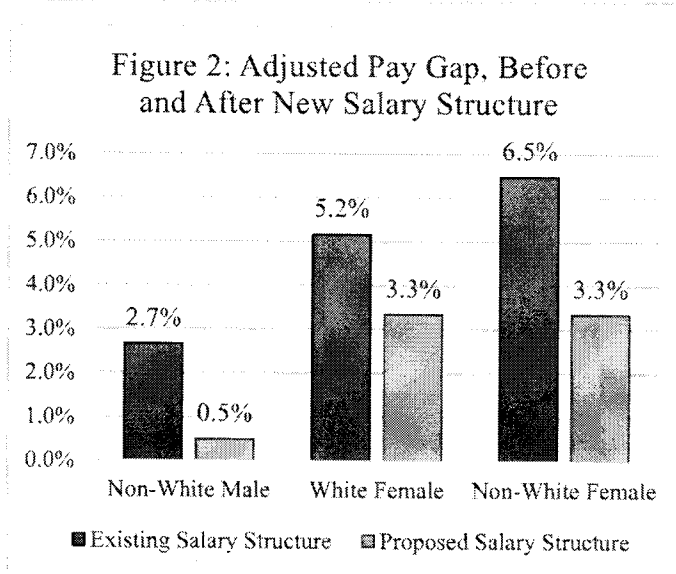
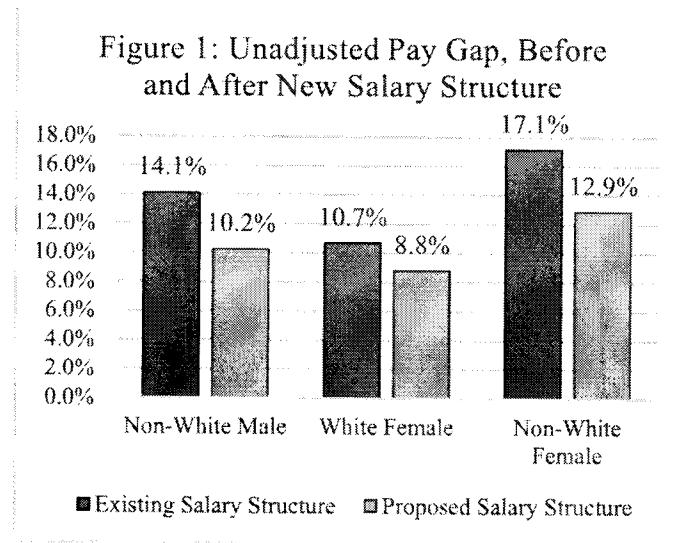
Table 6 shows the estimated difference in pay for non-White men, White women, and non-White women compared to White men. The first three rows present these values in a regression without controls, while the next three are from a regression controlling for years worked, career level, campus, and bargaining unit – our preferred specification from those we tested to develop the adjusted wage gap. The first column presents the pay gaps under the existing salary structure, the second column is an estimate of the pay gap under the new proposed salary structure. The third column shows the percentage point improvement from the existing to new salary structure.

Table 6 - Summary of Wage Gaps, Before and After New Salary Structure

	Category	Existing Salary Structure	New Proposed Salary Structure	Percentage Point Improvement
Unadjusted	Non-White Male	-14.1%	-10.2%	3.9
	White Female	-10.7%	-8.8%	1.9
	Non-White Female	-17.1%	-12.9%	4.2
Controls for Tenure, Range, Campus, and Bargaining Unit	Non-White Male	-2.7%	-0.5%	2.2
	White Female	-5.2%	-3.3%	1.8
	Non-White Female	-6.5%	-3.3%	3.1

These effects are also shown in Figure 1 (Uncontrolled regression) and Figure 2 (Controlled regression). In both specifications, for all three groups, the pay gap decreases with the implementation of the new salary structure. We estimate that for each group, the improvement is between 2 and 4 percentage points. Unadjusted pay gaps are much higher (10.7-17.1 percent) than the adjusted pay gaps (2.7-6.5%), however, these gaps are present and statistically significant for all groups in both specifications. Furthermore, the effects for non-White men were not statistically significant in the regressions using the new salary structure. While the Table indicates the mean estimate for those groups, it is not precise enough to say that these differences are statistically significant from zero. Looking at the adjusted pay gap, the new

salary structure would reduce the existing pay gap for non-White men and women by half or more and reduce the pay gap for White women by more than one-third.



Results by ethnic group

We repeat the unadjusted and adjusted regression specifications for both the old and new salary structure, this time using more detailed ethnic groups – White, Asian, Black, Hispanic, and All Other Non-White. With smaller sample sizes in each group, we see more groups with insignificant coefficients in our models. However, we can notice general trends across these models, namely, a much higher wage gap for Black and Hispanic workers than our estimate of the wage gap for all non-White workers. Table 7 replicates table 6, but with disaggregated ethnic groups. Gray highlighted cells indicate an effect that is not statistically significant. In both

specifications, there are statistically significant pay gaps for both Black and Hispanic men and women. These effects persist with the new salary structure, but decrease between 2.4 and 4.4 percentage points, depending on the specification. Asian males make more than their White male counterparts (although this effect is statistically insignificant in the unadjusted model in the old salary structure), and increase this gap over White men under the new salary structure. Notably, this change is the largest in magnitude in the unadjusted regression, and the lowest in magnitude in the adjusted regression. There are large gaps for the Other Minority category, however, these are often statistically insignificant.

Table 7 - Summary of Wage Gaps, Before and After New Salary Structure

	Category	Existing Salary Structure	New Proposed Salary Structure	Percentage Point Improvement
Unadjusted	Asian Male	0.7%	6.1%	-5.4%
	Black Male	-18.4%	-14.3%	-4.1%
	Hispanic Male	-21.7%	-18.5%	-3.2%
	Other Male	-13.4%	-11.0%	-2.5%
	White Female	-10.7%	-8.8%	-1.9%
	Asian Female	-5.2%	0.1%	-5.3%
	Black Female	-16.1%	-11.8%	-4.4%
	Hispanic Female	-22.8%	-18.9%	-4.0%
	Other Female	-17.6%	-14.3%	-3.3%
Controls for Tenure, Range, Campus, and Bargaining Unit	Asian Male	1.8%	3.3%	-1.4%
	Black Male	-4.9%	-2.5%	-2.4%
	Hispanic Male	-5.2%	-2.8%	-2.4%
	Other Male	-4.8%	-2.2%	-2.6%
	White Female	-5.3%	-3.4%	-1.8%
	Asian Female	-2.8%	-0.8%	-2.0%
	Black Female	-6.7%	-3.7%	-2.9%
	Hispanic Female	-8.4%	-4.9%	-3.5%
	Other Female	-7.4%	-4.2%	-3.2%

Figures 3 and 4 show what each ethnic-gender group in this study makes for every dollar a White man makes, under both the old and new salary structure. For both the unadjusted model (Figure 3) and the adjusted model (Figure 4), we can see that the new salary structure would improve each group's pay relative to their White male counterparts.

Figure 3

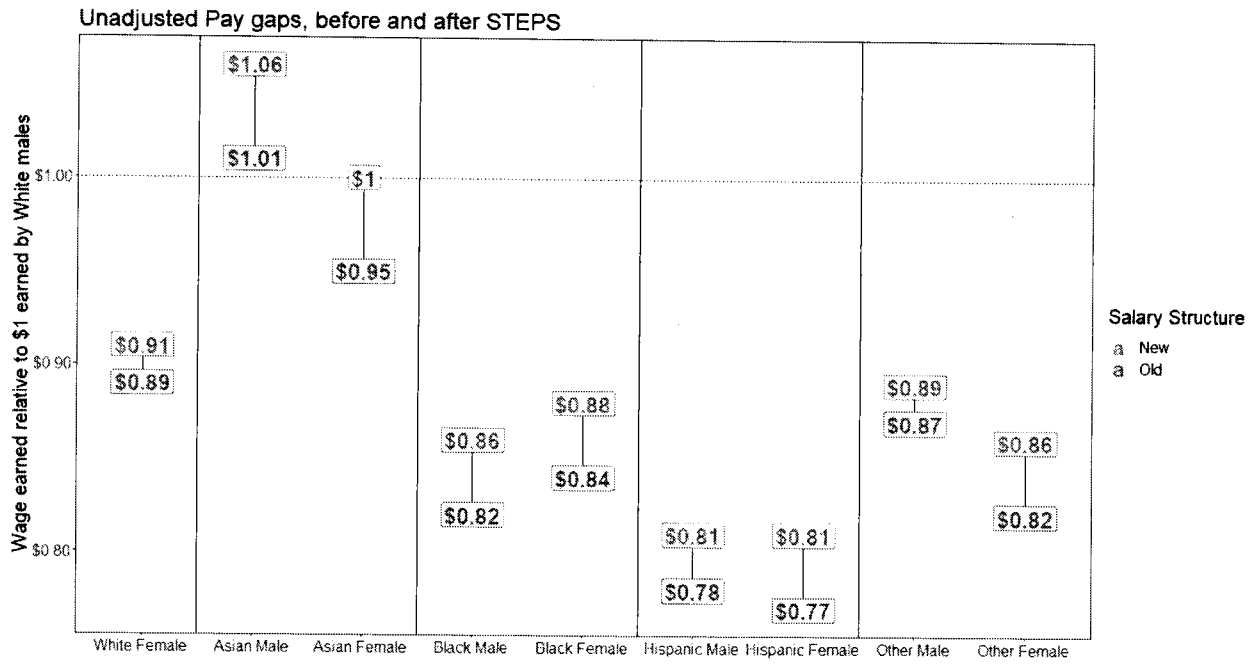
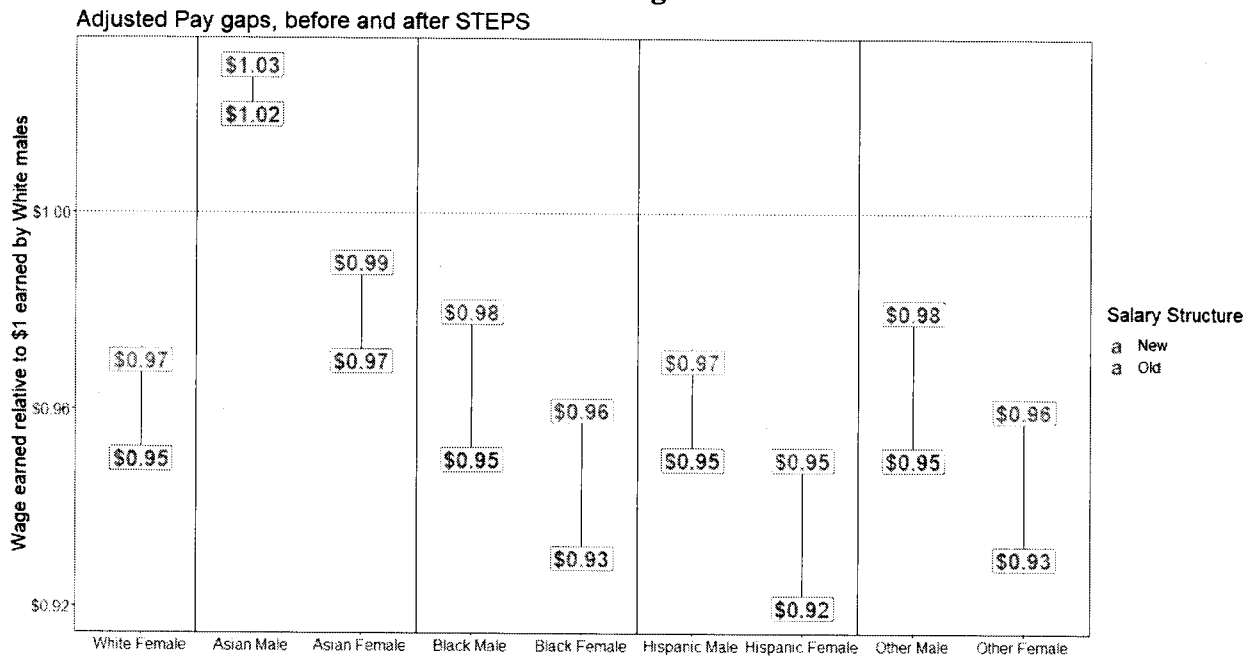


Figure 4



CSU Salary Structure: Gender and Racial Based Pay Gaps - Reduction of pay gaps through movement to STEP system implementation.

Conclusion

In all of our specifications, we find that the pay gap between each of our three groups of interest (non-White male, White female, and non-White female) and their White male counterparts decreases with the implementation of the new salary structure. There are still statistically significant pay gaps for women in all specifications, and statistically significant pay gaps for non-white workers (both men and women) in unadjusted models. These differences are statistically significant and higher in magnitude for Black and Hispanic workers, while Asian workers typically see higher pay than White counterparts, or no statistically significant difference at all.

This study has several limitations. It does not address disparities for Native American, Pacific Islander, and Workers of two or more ethnicities. Individually these groups had too few employees to make meaningful estimates and are represented only in more aggregated groups. Furthermore, we do not analyze differences in Asian workers beyond this broad designation. This deserves further research and attention so that the CSU can address sources of disadvantage or discrimination that may vary across different ethnic groups. Finally, data on education level and more detailed job groupings would be useful for estimating the adjusted wage gap. We are not aware of data on educational attainment for this sample, though we may attempt this analysis in the future if that data is obtainable from the CSU through an information request. For job groupings, there is no grouping less granular than classification and more granular than bargaining unit. We use bargaining unit as a control in this study, we do not use class code because (a) adding more than 150 additional variables would result in model overfitting (b) as detailed in the salary survey conducted by Mercer, the job groupings at the CSU are wildly inconsistent, which makes meaningful interpretation of those models difficult. Despite these limitations, we are able to test a number of specifications and find a consistent pattern of wage gaps for women and non-White workers in the CSU system.

The new proposed salary structure makes a significant improvement in these gaps, especially for a study which was not specifically commissioned to address racial and gender-based inequities. In addition to a myriad of other benefits, adopting the proposed salary structure is an important first step in closing the racial and gender-based pay inequity in the CSU system.

Special Thanks to the Berkeley Labor Center for their helpful feedback on our methodology and analysis.

Methods Appendix

All analysis was conducted in the open source statistical software R¹, version 4.0.5. Regression coefficients were calculated using the `lm()` function from the stats package included in base R. Robust standard errors were calculated using the `vcovHC()` function from the sandwich² package, version 3.0.1.

Appendix Tables A1, A2, A3, and A4 show regression coefficients and standard errors for 4 regression specifications – the unadjusted regression reported in the report, and the three regressions which progressively add controls. Column 4 is our preferred specification. The tables correspond to the aggregated ethnic groups in tables A1 and A2 and the detailed ethnic groups in tables A3 and A4. Tables A1 and A3 give the results under the old salary structure; tables A2 and A4 are the same results under the new salary structure. Asterisks indicate statistical significance, * corresponds to $p < .10$, ** to $p < .05$, and *** to $p < .01$. Standard errors are directly below their corresponding coefficients.

The percentage differences in the main report were calculated by exponentiating the coefficients and subtracting one, $(\exp(\beta) - 1)$, to obtain the percentage change associated with a one unit change in the independent variable. Controls were added by creating a “dummy variable” for each group. For example, campus controls means there are 24 variables: *factor(CAMPUS)CHANNEL IS*, which takes a value of 1 if an employee works at Channel Islands and a zero otherwise; *factor(CAMPUS)CHICO*, which takes a value of 1 if an employee works at Chico and a zero otherwise; and so on. The only exception is tenure, which is denoted by two variables, *years_in_class* and $I(\text{years_in_class}^2)$. The first is the number of years an employee has worked in their classification, the second is this value squared. This quadratic form for years of experience is standard in the literature. Our coefficients on *years_in_class* indicate that an additional year at CSU corresponds to about a 1% increase in wage, which is consistent with the findings of Mercer in their salary study. Additionally, we have *Range* – an indicator of level within classification. Not all classifications use range to differentiate between different career levels. Last, we control for variation across 4 bargaining units – representing employees Health Care Support, Operations and Support Services, Clerical and Administrative, and Technical Occupations, respectively.

All mentions of monthly salary in the report corresponds to the variable “Base Pay +RC” from the PIMS 8621 report. This is an annualized value that accounts for employees who are less than full time.

Not all employees were able to be uniquely matched to a new salary step. Due to the new structure not aligning 1:1 with the old structure, some combinations of class code and range map to multiple potential job families and/or grades. Mercer did not provide us with a full mapping of employees, only the number of FTEs in each new job family-grade combination. In these cases, we used a weighted average of the new job family-grade combinations to determine a mean new salary for an existing class code-range. While an updated list would provide more accurate results, we do not expect a significant effect on our results, given how close the different potential salary levels are to the weighted mean, as well as the fact that we achieved similar results from regressions we conducted on a smaller sample without the weighted average salaries in the exploratory stages of this work.

¹ <https://www.r-project.org/>

² <https://cran.r-project.org/web/packages/sandwich/sandwich.pdf>

Appendix Table A1 Regression Coefficients - Aggregated Ethnic Groups, Old Salary Structure

Variable	Unadjusted	Campus controls	Campus + Tenure + Range controls	Campus + Tenure + Range + BU controls
(Intercept)	8.552***	8.559***	8.651***	8.763***
	-0.007	-0.018	-0.036	-0.038
factor(ETH2)NONWHT	-0.152***	-0.174***	-0.102***	-0.027***
	-0.01	-0.009	-0.007	-0.006
factor(SEX2)FEMALE	-0.113***	-0.108***	-0.076***	-0.053***
	-0.009	-0.009	-0.007	-0.005
factor(ETH2)NONWHT:factor(SEX2)FEMALE	0.077***	0.072***	0.048***	0.013*
	-0.012	-0.011	-0.009	-0.007
factor(CAMPUS)CHANNEL IS		-0.012	-0.018	-0.017
		-0.024	-0.019	-0.015
factor(CAMPUS)CHICO		-0.161***	-0.150***	-0.093***
		-0.021	-0.017	-0.014
factor(CAMPUS)CHNCLR OFF		0.412***	0.222***	0.163***
		-0.031	-0.023	-0.02
factor(CAMPUS)DOMINGUEZ		0.043*	-0.005	-0.014
		-0.023	-0.018	-0.015
factor(CAMPUS)EAST BAY		0.037*	-0.019	-0.012
		-0.022	-0.019	-0.014
factor(CAMPUS)FRESNO		-0.029	-0.067***	-0.055***
		-0.021	-0.017	-0.013
factor(CAMPUS)FULLERTON		-0.009	-0.053***	-0.063***
		-0.02	-0.016	-0.013
factor(CAMPUS)HUMBOLDT		-0.093***	-0.106***	-0.093***
		-0.024	-0.019	-0.016
factor(CAMPUS)LA		-0.046**	-0.071***	-0.078***
		-0.021	-0.018	-0.014
factor(CAMPUS)LONG BEACH		-0.025	-0.047***	-0.057***
		-0.019	-0.016	-0.013
factor(CAMPUS)MARITIME		0.042	0.022	0.024
		-0.043	-0.036	-0.027
factor(CAMPUS)MONTEREY		0.060***	-0.003	-0.027*
		-0.023	-0.019	-0.014
factor(CAMPUS)NORTHRIDGE		0.017	-0.031*	-0.040***
		-0.019	-0.016	-0.012
factor(CAMPUS)POMONA		0.033	-0.009	-0.02
		-0.02	-0.017	-0.013
factor(CAMPUS)SACRAMENTO		-0.034*	-0.078***	-0.063***
		-0.02	-0.016	-0.013
factor(CAMPUS)SAN BERN		-0.027	-0.067***	-0.050***
		-0.02	-0.017	-0.013
factor(CAMPUS)SAN DIEGO		-0.041**	-0.061***	-0.042***

		-0.019	-0.016	-0.013
factor(CAMPUS)SAN FRAN		0.102***	0.029*	-0.015
		-0.02	-0.016	-0.013
factor(CAMPUS)SAN JOSE		0.122***	0.056***	0.044***
		-0.02	-0.016	-0.013
factor(CAMPUS)SAN MARCOS		0.003	0.01	0.001
		-0.021	-0.018	-0.014
factor(CAMPUS)SLO		-0.018	0.002	0.028**
		-0.02	-0.017	-0.013
factor(CAMPUS)SONOMA		-0.057**	-0.067***	-0.057***
		-0.022	-0.018	-0.014
factor(CAMPUS)STNISLAUS		-0.038	-0.057***	-0.030**
		-0.024	-0.019	-0.015
years in class			0.014***	0.014***
			-0.001	-0.001
I(years in class^2)			0.000***	0.000***
			0	0
factor(Range)1			-0.307***	-0.165***
			-0.032	-0.031
factor(Range)2			-0.133***	-0.056*
			-0.032	-0.031
factor(Range)3			0.174***	0.159***
			-0.032	-0.032
factor(Range)4			0.275***	0.267***
			-0.035	-0.034
factor(Range)6			-0.107**	-0.237***
			-0.049	-0.049
factor(Range)8			-0.174***	-0.257***
			-0.047	-0.046
factor(Range)9			0.687***	0.655***
			-0.033	-0.032
factor(CBID)R05				-0.509***
				-0.018
factor(CBID)R07				-0.404***
				-0.018
factor(CBID)R09				-0.134***
				-0.018
N	11883	11883	11883	11883
RMSE	0.296	0.285	0.226	0.172
R^2	0.046	0.115	0.446	0.677
adj R^2	0.046	0.113	0.445	0.676
*p <0.1, **p <0.05, ***p <0.01				

Appendix Table A2 Regression Coefficients - Aggregated Ethnic Groups, New Salary Structure

Variable	Unadjusted	Campus controls	Campus + Tenure + Range controls	Campus + Tenure + Range + BU controls
(Intercept)	8.712***	8.627***	8.520***	8.595***
	-0.007	-0.016	-0.033	-0.036
factor(ETH2)NONWHT	-0.108***	-0.144***	-0.073***	-0.005
	-0.009	-0.009	-0.006	-0.004
factor(SEX2)FEMALE	-0.092***	-0.086***	-0.054***	-0.034***
	-0.008	-0.008	-0.005	-0.004
factor(ETH2)NONWHT:factor(SEX2)FEMALE	0.062***	0.056***	0.036***	0.005
	-0.011	-0.01	-0.007	-0.005
factor(CAMPUS)CHANNEL IS		0.031	0.033**	0.034***
		-0.022	-0.016	-0.011
factor(CAMPUS)CHICO		-0.070***	-0.056***	-0.005
		-0.019	-0.015	-0.011
factor(CAMPUS)CHNCLR OFF		0.433***	0.247***	0.194***
		-0.025	-0.017	-0.014
factor(CAMPUS)DOMINGUEZ		0.134***	0.085***	0.076***
		-0.02	-0.015	-0.011
factor(CAMPUS)EAST BAY		0.157***	0.095***	0.101***
		-0.019	-0.015	-0.011
factor(CAMPUS)FRESNO		0.024	-0.016	-0.006
		-0.019	-0.014	-0.01
factor(CAMPUS)FULLERTON		0.123***	0.075***	0.066***
		-0.018	-0.014	-0.01
factor(CAMPUS)HUMBOLDT		-0.021	-0.033**	-0.022*
		-0.022	-0.016	-0.012
factor(CAMPUS)LA		0.111***	0.082***	0.074***
		-0.019	-0.015	-0.01
factor(CAMPUS)LONG BEACH		0.081***	0.059***	0.049***
		-0.017	-0.013	-0.009
factor(CAMPUS)MARITIME		0.095**	0.076***	0.076***
		-0.038	-0.028	-0.022
factor(CAMPUS)MONTEREY		0.170***	0.107***	0.084***
		-0.021	-0.016	-0.011
factor(CAMPUS)NORTHRIDGE		0.118***	0.068***	0.059***
		-0.017	-0.013	-0.009
factor(CAMPUS)POMONA		0.139***	0.095***	0.085***
		-0.018	-0.014	-0.01
factor(CAMPUS)SACRAMENTO		0.051***	0.005	0.018*
		-0.017	-0.013	-0.01
factor(CAMPUS)SAN BERN		0.062***	0.019	0.032***
		-0.018	-0.014	-0.01
factor(CAMPUS)SAN DIEGO		0.084***	0.063***	0.081***
		-0.017	-0.013	-0.01

factor(CAMPUS)SAN FRAN		0.303***	0.227***	0.188***
		-0.017	-0.013	-0.009
factor(CAMPUS)SAN JOSE		0.269***	0.204***	0.193***
		-0.018	-0.013	-0.009
factor(CAMPUS)SAN MARCOS		0.073***	0.087***	0.079***
		-0.019	-0.014	-0.01
factor(CAMPUS)SLO		0.01	0.023*	0.046***
		-0.017	-0.014	-0.01
factor(CAMPUS)SONOMA		0.070***	0.062***	0.072***
		-0.021	-0.015	-0.011
factor(CAMPUS)STNISLAUS		-0.006	-0.021	0.003
		-0.021	-0.016	-0.011
years in class			0.030***	0.030***
			-0.001	-0.001
I(years in class^2)			-0.001***	-0.001***
			0	0
factor(Range)1			-0.165***	-0.037
			-0.03	-0.03
factor(Range)2			0.021	0.088***
			-0.03	-0.03
factor(Range)3			0.246***	0.232***
			-0.03	-0.03
factor(Range)4			0.326***	0.319***
			-0.031	-0.031
factor(Range)6			0.031	-0.066
			-0.05	-0.05
factor(Range)8			0.025	-0.033
			-0.045	-0.044
factor(Range)9			0.672***	0.645***
			-0.031	-0.031
factor(CBID)R05				-0.434***
				-0.018
factor(CBID)R07				-0.332***
				-0.018
factor(CBID)R09				-0.094***
				-0.018
N	11883	11883	11883	11883
RMSE	0.275	0.258	0.185	0.133
R^2	0.028	0.148	0.562	0.773
adj R^2	0.028	0.146	0.561	0.772
*p <0.1, **p <0.05, ***p <0.01				

Appendix Table A3: Regression Coefficients and Standard Errors - Detailed Ethnic Groups, Old Salary Structure

Variable	Unadjusted	Campus controls	Campus + Tenure + Range controls	Campus + Tenure + Range + BU controls
(Intercept)	8.552***	8.582***	8.676***	8.775***
	-0.007	-0.017	-0.036	-0.039
factor('ETHNIC GROUP')ASN	0.007	-0.025*	-0.011	0.018**
	-0.014	-0.014	-0.01	-0.008
factor('ETHNIC GROUP')BLK	-0.203***	-0.221***	-0.147***	-0.050***
	-0.019	-0.019	-0.014	-0.011
factor('ETHNIC GROUP')HSP	-0.245***	-0.257***	-0.155***	-0.053***
	-0.01	-0.01	-0.008	-0.006
factor('ETHNIC GROUP')OTH	-0.144***	-0.163***	-0.091***	-0.049***
	-0.027	-0.026	-0.018	-0.014
factor(SEX2)FEMALE	-0.113***	-0.110***	-0.078***	-0.054***
	-0.009	-0.009	-0.007	-0.005
factor('ETHNIC GROUP')ASN:factor(SEX2)FEMALE	0.053***	0.044***	0.039***	0.008
	-0.018	-0.017	-0.013	-0.01
factor('ETHNIC GROUP')BLK:factor(SEX2)FEMALE	0.140***	0.132***	0.088***	0.035***
	-0.023	-0.023	-0.018	-0.014
factor('ETHNIC GROUP')HSP:factor(SEX2)FEMALE	0.099***	0.095***	0.060***	0.019***
	-0.012	-0.012	-0.009	-0.007
factor('ETHNIC GROUP')OTH:factor(SEX2)FEMALE	0.064**	0.079***	0.046**	0.026
	-0.032	-0.031	-0.023	-0.018
factor(CAMPUS)CHANNEL IS		-0.011	-0.019	-0.017
		-0.024	-0.019	-0.015
factor(CAMPUS)CHICO		-0.183***	-0.165***	-0.101***
		-0.021	-0.017	-0.014
factor(CAMPUS)CHNCLR OFF		0.350***	0.188***	0.148***
		-0.029	-0.022	-0.02
factor(CAMPUS)DOMINGUEZ		0.024	-0.014	-0.018
		-0.022	-0.018	-0.015
factor(CAMPUS)EAST BAY		-0.002	-0.042**	-0.023
		-0.022	-0.018	-0.014
factor(CAMPUS)FRESNO		-0.039*	-0.072***	-0.058***
		-0.02	-0.017	-0.013
factor(CAMPUS)FULLERTON		-0.041**	-0.071***	-0.072***
		-0.019	-0.016	-0.013
factor(CAMPUS)HUMBOLDT		-0.111***	-0.118***	-0.098***
		-0.024	-0.019	-0.016
factor(CAMPUS)LA		-0.061***	-0.079***	-0.082***
		-0.021	-0.017	-0.014
factor(CAMPUS)LONG BEACH		-0.043**	-0.058***	-0.062***
		-0.018	-0.015	-0.013
factor(CAMPUS)MARITIME		0.009	0.004	0.015
		-0.041	-0.034	-0.027
factor(CAMPUS)MONTEREY		0.038*	-0.015	-0.032**
		-0.023	-0.019	-0.014
factor(CAMPUS)NORTHRIDGE		0.003	-0.039**	-0.044***
		-0.019	-0.015	-0.012
factor(CAMPUS)POMONA		0.017	-0.018	-0.025*

		-0.02	-0.016	-0.013
factor(CAMPUS)SACRAMENTO		-0.066***	-0.096***	-0.072***
		-0.02	-0.016	-0.013
factor(CAMPUS)SAN BERN		-0.025	-0.063***	-0.049***
		-0.02	-0.017	-0.013
factor(CAMPUS)SAN DIEGO		-0.058***	-0.071***	-0.047***
		-0.019	-0.016	-0.013
factor(CAMPUS)SAN FRAN		0.032	-0.015	-0.036***
		-0.02	-0.016	-0.013
factor(CAMPUS)SAN JOSE		0.075***	0.027	0.030**
		-0.02	-0.016	-0.013
factor(CAMPUS)SAN MARCOS		0.001	0.007	0
		-0.02	-0.017	-0.014
factor(CAMPUS)SLO		-0.032*	-0.008	0.022*
		-0.019	-0.016	-0.013
factor(CAMPUS)SONOMA		-0.073***	-0.078***	-0.062***
		-0.022	-0.018	-0.014
factor(CAMPUS)STNISLAUS		-0.048**	-0.063***	-0.034**
		-0.024	-0.019	-0.015
years in class			0.013***	0.014***
			-0.001	-0.001
I(years in class^2)			0.000***	0.000***
			0	0
factor(Range)1			-0.307***	-0.171***
			-0.033	-0.032
factor(Range)2			-0.141***	-0.062**
			-0.033	-0.032
factor(Range)3			0.160***	0.150***
			-0.033	-0.032
factor(Range)4			0.266***	0.261***
			-0.035	-0.034
factor(Range)6			-0.112**	-0.239***
			-0.049	-0.049
factor(Range)8			-0.187***	-0.264***
			-0.047	-0.046
factor(Range)9			0.717***	0.668***
			-0.034	-0.033
factor(CBID)R05				-0.497***
				-0.018
factor(CBID)R07				-0.397***
				-0.018
factor(CBID)R09				-0.132***
				-0.018
N	11883	11883	11883	11883
RMSE	0.285	0.277	0.221	0.171
R^2	0.112	0.165	0.467	0.681
adj R^2	0.112	0.162	0.465	0.68
*p <0.1, **p <0.05, ***p <0.01				

Appendix Table A4: Regression Coefficients and Standard Errors - Detailed Ethnic Groups, New Salary Structure

Variable	Unadjusted	Campus controls	Campus + Tenure + Range controls	Campus + Tenure + Range + BU controls
(Intercept)	8.712***	8.648***	8.540***	8.605***
	-0.007	-0.015	-0.033	-0.036
factor('ETHNIC GROUP')ASN	0.059***	0	0.006	0.032***
	-0.013	-0.012	-0.008	-0.006
factor('ETHNIC GROUP')BLK	-0.154***	-0.185***	-0.112***	-0.025***
	-0.018	-0.017	-0.012	-0.007
factor('ETHNIC GROUP')HSP	-0.205***	-0.225***	-0.120***	-0.028***
	-0.009	-0.009	-0.006	-0.005
factor('ETHNIC GROUP')OTH	-0.116***	-0.138***	-0.059***	-0.022*
	-0.025	-0.024	-0.015	-0.011
factor(SEX2)FEMALE	-0.092***	-0.088***	-0.056***	-0.035***
	-0.008	-0.008	-0.005	-0.004
factor('ETHNIC GROUP')ASN:factor(SEX2)FEMALE	0.034**	0.02	0.022**	-0.005
	-0.016	-0.015	-0.01	-0.007
factor('ETHNIC GROUP')BLK:factor(SEX2)FEMALE	0.121***	0.115***	0.070***	0.022**
	-0.022	-0.021	-0.015	-0.01
factor('ETHNIC GROUP')HSP:factor(SEX2)FEMALE	0.088***	0.083***	0.050***	0.013**
	-0.011	-0.011	-0.008	-0.006
factor('ETHNIC GROUP')OTH:factor(SEX2)FEMALE	0.054*	0.064**	0.032*	0.014
	-0.029	-0.028	-0.019	-0.014
factor(CAMPUS)CHANNEL IS		0.032	0.033**	0.033***
		-0.021	-0.015	-0.011
factor(CAMPUS)CHICO		-0.091***	-0.068***	-0.012
		-0.019	-0.014	-0.011
factor(CAMPUS)CHNCLR OFF		0.375***	0.218***	0.182***
		-0.023	-0.017	-0.013
factor(CAMPUS)DOMINGUEZ		0.116***	0.077***	0.073***
		-0.02	-0.015	-0.011
factor(CAMPUS)EAST BAY		0.121***	0.077***	0.093***
		-0.019	-0.015	-0.011
factor(CAMPUS)FRESNO		0.015	-0.02	-0.008
		-0.018	-0.014	-0.01
factor(CAMPUS)FULLERTON		0.094***	0.060***	0.059***
		-0.017	-0.013	-0.01
factor(CAMPUS)HUMBOLDT		-0.037*	-0.043***	-0.025**
		-0.022	-0.016	-0.012
factor(CAMPUS)LA		0.097***	0.074***	0.071***
		-0.018	-0.014	-0.01
factor(CAMPUS)LONG BEACH		0.064***	0.050***	0.045***
		-0.016	-0.013	-0.009
factor(CAMPUS)MARITIME		0.064*	0.060**	0.070***
		-0.036	-0.027	-0.022
factor(CAMPUS)MONTEREY		0.150***	0.097***	0.080***
		-0.021	-0.015	-0.011
factor(CAMPUS)NORTHRIDGE		0.104***	0.061***	0.056***
		-0.016	-0.013	-0.009
factor(CAMPUS)POMONA		0.125***	0.088***	0.081***

		-0.017	-0.013	-0.01
factor(CAMPUS)SACRAMENTO		0.021	-0.01	0.011
		-0.017	-0.013	-0.01
factor(CAMPUS)SAN BERN		0.064***	0.021	0.033***
		-0.018	-0.014	-0.01
factor(CAMPUS)SAN DIEGO		0.068***	0.055***	0.076***
		-0.017	-0.013	-0.01
factor(CAMPUS)SAN FRAN		0.239***	0.191***	0.172***
		-0.017	-0.013	-0.01
factor(CAMPUS)SAN JOSE		0.226***	0.180***	0.182***
		-0.017	-0.013	-0.009
factor(CAMPUS)SAN MARCOS		0.071***	0.086***	0.078***
		-0.018	-0.014	-0.01
factor(CAMPUS)SLO		-0.003	0.014	0.041***
		-0.017	-0.013	-0.01
factor(CAMPUS)SONOMA		0.055***	0.054***	0.067***
		-0.02	-0.015	-0.011
factor(CAMPUS)STNISLAUS		-0.015	-0.026	0
		-0.021	-0.016	-0.011
years in class			0.029***	0.030***
			-0.001	-0.001
I(years in class^2)			-0.001***	-0.001***
			0	0
factor(Range)1			-0.164***	-0.041
			-0.03	-0.03
factor(Range)2			0.015	0.083***
			-0.03	-0.03
factor(Range)3			0.234***	0.225***
			-0.03	-0.03
factor(Range)4			0.319***	0.315***
			-0.031	-0.031
factor(Range)6			0.027	-0.067
			-0.05	-0.05
factor(Range)8			0.015	-0.038
			-0.045	-0.044
factor(Range)9			0.696***	0.653***
			-0.031	-0.031
factor(CBID)R05				-0.425***
				-0.018
factor(CBID)R07				-0.327***
				-0.018
factor(CBID)R09				-0.093***
				-0.018
N	11883	11883	11883	11883
RMSE	0.263	0.25	0.181	0.132
R^2	0.111	0.199	0.58	0.776
adj R^2	0.11	0.197	0.578	0.776
*p <0.1, **p <0.05, ***p <0.01				

EXHIBIT C

CSU Salary Structure: Gender and Racial Based Pay Gaps



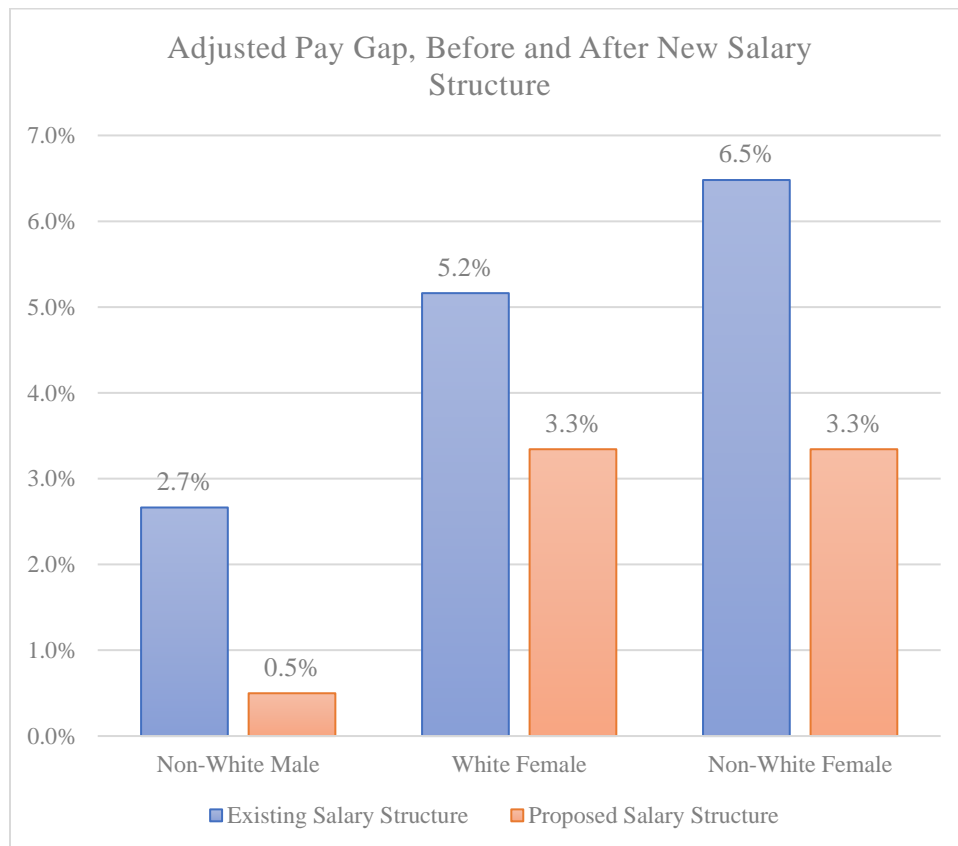
May 26, 2022
Prepared by the CSUEU

Executive Summary

The California State University Employees Union (CSUEU) conducted an analysis of pay for its represented membership (14,000 +) comparing salary across both gender and ethnicity. This analysis was performed for the current pay structure within the California State University (CSU) as well as a model of the proposed STEPS system implementation (based on the recommendations of Mercer salary study).

The results indicate a significant decline in wage gap (compared to White male) for all 3 groups: non-White male, White female, and non-White female after movement to the proposed STEPS system.

Group	Existing Pay Gaps	Projected Pay Gaps under STEPS	Percentage Point Change
Non-White Male	-2.7%	-0.5%	2.2% Decline
White Female	-5.2%	-3.3%	1.8% Decline
Non-White Female	-6.5%	-3.3%	3.1% Decline



CSU Salary Structure: Gender and Racial Based Pay Gaps - Reduction of pay gaps through movement to STEP system implementation.

Gender and Racial Pay Gaps

There is well-established literature studying the gender- and racial-pay gaps in the U.S. and abroad. A 2017 study¹ estimated that U.S. women² earned 79% of what men earned in 2010. This unadjusted gender pay gap is larger than the adjusted pay gap, which accounts for factors such as age, education, experience, geography, occupation, industry, and union representation. The 2017 study controlled for several factors and found that the adjusted pay gap was 92% in 2010. According to Pew Research³, the gender wage gap differed significantly by race. In 2015, Black men earned 73% and Hispanic men earned 69% of their White men counterparts. White women earned 82% of White men, while Black and Hispanic women earned 65% and 58%, respectively, of White men. When adjusting for education these proportions were 78% for Black men, 81% for Hispanic men, 78% for White women, 72% for Black women, and 69% for Hispanic women.

The wide range of these estimates is because different studies with different data control for different variables. Controls may give a value that shows what the pay gap is for people doing equal work with equal experience but would ignore structural issues such as discrimination in hiring or promotion, occupational segregation, and barriers to education. Adjusted or controlled pay gap is not necessarily a better measure of pay inequity than unadjusted or uncontrolled – these measures provide different information. For our purposes, we try multiple specifications to estimate both unadjusted and adjusted pay gap with several different controls. The purpose of this analysis is to determine whether the step salary structure proposed by Mercer will improve, worsen, or have no effect on gender- and racial-pay gaps – so our measure of interest is the change in the pay gap projected under the new salary structure.

Study Group, Data and Methods

Many pay gap studies use survey data across large populations with many different job types and employers. Our data has the advantage of being with one employer, in one state, one industry, with variation by city and classification. We have salary data on 13,544 employees in CSUEU bargaining units 2, 5, 7, and 9 in March of 2022. We drop data for 1,136 employees who did not have data on both self-reported gender and ethnicity. We also omit data on 17 individuals identified as non-binary as the sample size was not great enough to allow for adequate comparisons of the other factors. Finally, we drop data on 508 employees who we were not able to determine a new step salary for. We conduct our analysis with a dataset of 11,883 employees.

Our analysis will use White male as a baseline group and assess differences in pay for non-White male, White female, and non-White female. We also estimate pay gaps for a larger set of groups – White female along with Black male and female, Hispanic male and female, Asian male and female, and an aggregate of all other minority groups (two or more, Native American, Pacific Islander), male and female. As the number of control variables increases, precise estimates of the wage gaps for these groups becomes difficult, due to small sample sizes within

¹ Blau, Francine D., and Lawrence M. Kahn. 2017. "[The Gender Wage Gap: Extent, Trends, and Explanations.](#)" *Journal of Economic Literature*, 2017, 55 (3): 789-865.

² We use man/men/male and woman/women/female interchangeably throughout this report.

³ Patten, Eileen. "[Racial, gender wage gaps persist in U.S. despite some progress.](#)" Pew Research, July 2016.

groups. While some coefficients are insignificant, we generally find more severe pay gaps for Black and Hispanic men and women, and an insignificant or positive difference for Asian men and women. Tables 1, 2, and 3 give an overview of baseline wages and the number of employees in our sample belonging to different gender and ethnic groups. Table 1 shows that the average monthly salary for CSUEU employees is \$4,753. Men make about \$436 more than women; White workers make about \$302 less than their Asian counterparts, but \$579, \$901, and \$545 more than their Black, Hispanic, and Other minority counterparts, respectively. In each ethnic grouping, women make less than their male counterparts, with the exception of Black women, who make on average \$33 more than Black men. In the last column of Table 1, we see the breakdown of the 11,883 employees in our sample. They skew significantly female, primarily White and Hispanic, with Asian workers a distant third in numbers. There are 737 Black workers and 374 workers in all other minority categorizations.

Table 1: Mean Salaries by Demographic		
Group	Mean Monthly Pay	Number of Employees
All	\$4,753	11,883
Female	\$4,577	7,099
Male	\$5,013	4,784
White	\$5,045	4,724
White Female	\$4,762	2,747
White Male	\$5,439	1,977
Asian	\$5,347	2,166
Asian Female	\$5,165	1,240
Asian Male	\$5,591	926
Black	\$4,466	737
Black Female	\$4,479	439
Black Male	\$4,446	298
Hispanic	\$4,144	3,882
Hispanic Female	\$4,108	2,440
Hispanic Male	\$4,205	1,442
Other	\$4,500	374
Other Female	\$4,375	233
Other Male	\$4,707	141

These are relatively small populations, especially when conducting analysis across factors such as bargaining unit and campus. To illustrate this, Table 2 and 3 give total numbers and percentage of total campus employees belonging to each ethnic group, as well as the split of men and women.

Table 2: Campus Headcounts of Employees by Ethnicity and Gender

Campus	All	Female	Male	White	Hispanic	Black	Asian	Other
All Campuses	11,883	7,099	4,784	4,724	3,882	737	2,166	374
Bakersfield	256	162	94	107	113	14	15	7
Channel Islands	221	127	94	78	106	11	20	6
Chico	436	242	194	318	58	8	31	21
Chancellor's Office	205	110	95	55	39	18	83	10
Dominguez Hills	352	202	150	56	136	79	69	12
East Bay	395	244	151	114	102	53	108	18
Fresno	491	277	214	193	201	26	61	10
Fullerton	733	438	295	236	242	51	179	25
Humboldt	278	169	109	217	32	2	8	19
Los Angeles	441	275	166	39	256	29	112	5
Long Beach	994	585	409	363	363	75	165	28
Maritime Academy	65	36	29	23	13	11	14	4
Monterey	217	136	81	122	52	9	25	9
Northridge	949	597	352	351	365	69	143	21
Pomona	581	366	215	157	270	28	113	13
Sacramento	697	402	295	319	157	56	131	34
San Bernardino	511	318	193	155	256	48	42	10
San Diego	840	495	345	360	282	53	119	26
San Francisco	758	435	323	210	138	40	352	18
San Jose	727	429	298	220	209	20	256	22
San Marcos	387	258	129	166	166	13	29	13
San Luis Obispo	787	417	370	528	177	9	48	25
Sonoma	273	185	88	178	56	9	19	11
Stanislaus	289	194	95	159	93	6	24	7

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Table 3: Percentage of Employees at each Campus by Ethnicity and Gender

Campus	All	Female	Male	White	Hispanic	Black	Asian	Other
All Campuses	11,883	59.7%	40.3%	39.8%	32.7%	6.2%	18.2%	3.1%
Bakersfield	256	63.3%	36.7%	41.8%	44.1%	5.5%	5.9%	2.7%
Channel Islands	221	57.5%	42.5%	35.3%	48.0%	5.0%	9.0%	2.7%
Chico	436	55.5%	44.5%	72.9%	13.3%	1.8%	7.1%	4.8%
Chancellor's Office	205	53.7%	46.3%	26.8%	19.0%	8.8%	40.5%	4.9%
Dominguez Hills	352	57.4%	42.6%	15.9%	38.6%	22.4%	19.6%	3.4%
East Bay	395	61.8%	38.2%	28.9%	25.8%	13.4%	27.3%	4.6%
Fresno	491	56.4%	43.6%	39.3%	40.9%	5.3%	12.4%	2.0%
Fullerton	733	59.8%	40.2%	32.2%	33.0%	7.0%	24.4%	3.4%
Humboldt	278	60.8%	39.2%	78.1%	11.5%	0.7%	2.9%	6.8%
Los Angeles	441	62.4%	37.6%	8.8%	58.0%	6.6%	25.4%	1.1%
Long Beach	994	58.9%	41.1%	36.5%	36.5%	7.5%	16.6%	2.8%
Maritime Academy	65	55.4%	44.6%	35.4%	20.0%	16.9%	21.5%	6.2%
Monterey	217	62.7%	37.3%	56.2%	24.0%	4.1%	11.5%	4.1%
Northridge	949	62.9%	37.1%	37.0%	38.5%	7.3%	15.1%	2.2%
Pomona	581	63.0%	37.0%	27.0%	46.5%	4.8%	19.4%	2.2%
Sacramento	697	57.7%	42.3%	45.8%	22.5%	8.0%	18.8%	4.9%
San Bernardino	511	62.2%	37.8%	30.3%	50.1%	9.4%	8.2%	2.0%
San Diego	840	58.9%	41.1%	42.9%	33.6%	6.3%	14.2%	3.1%
San Francisco	758	57.4%	42.6%	27.7%	18.2%	5.3%	46.4%	2.4%
San Jose	727	59.0%	41.0%	30.3%	28.7%	2.8%	35.2%	3.0%
San Marcos	387	66.7%	33.3%	42.9%	42.9%	3.4%	7.5%	3.4%
San Luis Obispo	787	53.0%	47.0%	67.1%	22.5%	1.1%	6.1%	3.2%
Sonoma	273	67.8%	32.2%	65.2%	20.5%	3.3%	7.0%	4.0%
Stanislaus	289	67.1%	32.9%	55.0%	32.2%	2.1%	8.3%	2.4%

There are six of campuses with fewer than 10 Black workers out of 23 CSU campuses. For our initial analysis, we will focus simply on the differences from white men for three aggregated groups – White female, non-White male, and non-White female. We will then see if results are meaningful at a disaggregated level.

Regression Results

Using log-linear regression models, we can estimate the percentage salary difference associated with different ethnicity or gender categories with controls such as: time in classification, career level, campus, and bargaining unit. We run these regressions twice – first, with the existing salary as the dependent variable. Next, we use mappings created as part of the salary study to project a new salary for each employee in our sample. We can compare the gender

and racial-based wage gaps under both the current and new proposed salary structure to estimate the impact this structure will have on pay inequity by race and gender.

We start with a simple regression of the logarithm (log) of monthly wages as our dependent variable, and race-gender categories as our independent variables. In all regressions, White male will be our baseline for comparison, and percentages reflect the difference associated with belonging to that group. Percentage differences are calculated by transforming the regression coefficient as is standard in interpreting coefficients in log-linear regressions – an explanation of this calculation as well as regression coefficients and standard errors can be found in our methods appendix.

Table 4 shows the unadjusted percentage differences for non-White men, White women, and non-White women. On average, non-White men make 14.1% less than their White man counterparts; White women make 10.7% less, and non-White women make 17.1% less.

Group	Old Salary Structure	New Salary Structure	Difference
Non-White Male	-14.1%	-10.2%	-3.9%
White Female	-10.7%	-8.8%	-1.9%
Non-White Female	-17.1%	-12.9%	-4.2%

In Table 5, we progressively add controls to our regression to estimate the adjusted pay gap. First, we control for campus specific effects in columns (1) and (4). While these individual campus coefficients are significant, the geographic adjustment has relatively small effects on our pay gap measure, even showing an increase in the pay gaps for non-White workers. In columns (2) and (5), we add controls for Range (a career level indicator used in some CSUEU classifications) and tenure (years spent in classification). These controls for experience and career level have a more noticeable effect. Finally, we account for differences in job type by adding controls for bargaining unit. This also has a significant effect on the pay gaps, and our final adjusted pay gaps are much lower than the unadjusted gaps, which is consistent with existing studies. We again notice that for each group, the corresponding wage gap under the new salary structure is lessened.

Table 5: Adjusted Wage Gaps

Group	Old Salary Structure			New Salary Structure		
	(1)	(2)	(3)	(4)	(5)	(6)
Non-White Male	-16.0%	-9.7%	-2.7%	-13.4%	-7.0%	-0.5%
White Female	-10.2%	-7.3%	-5.2%	-8.2%	-5.3%	-3.3%
Non-White Female	-18.9%	-12.2%	-6.5%	-16.0%	-8.7%	-3.3%
Controls						
Campus	Yes	Yes	Yes	Yes	Yes	Yes
Range	No	Yes	Yes	No	Yes	Yes
Tenure (Years)	No	Yes	Yes	No	Yes	Yes
Bargaining Unit	No	No	Yes	No	No	Yes

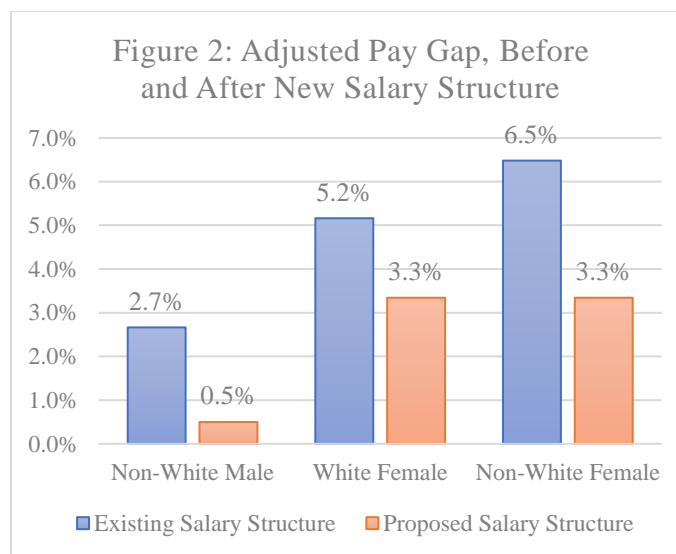
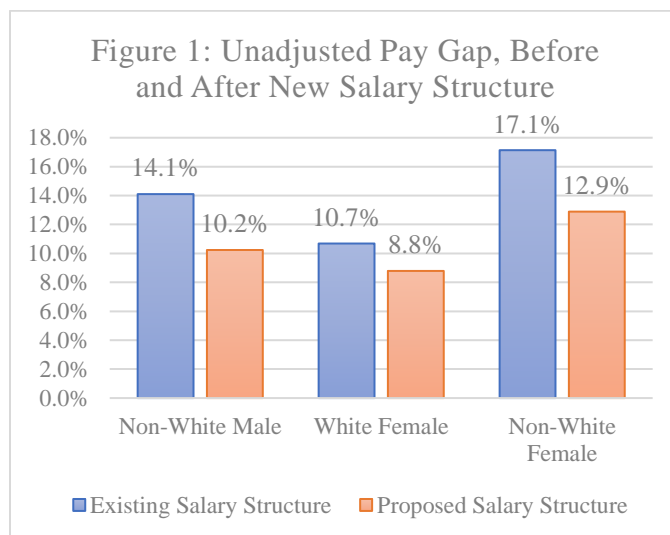
Table 6 shows the estimated difference in pay for non-White men, White women, and non-White women compared to White men. The first three rows present these values in a regression without controls, while the next three are from a regression controlling for years worked, career level, campus, and bargaining unit – our preferred specification from those we tested to develop the adjusted wage gap. The first column presents the pay gaps under the existing salary structure, the second column is an estimate of the pay gap under the new proposed salary structure. The third column shows the percentage point improvement from the existing to new salary structure.

Table 6 - Summary of Wage Gaps, Before and After New Salary Structure

	Category	Existing Salary Structure	New Proposed Salary Structure	Percentage Point Improvement
Unadjusted	Non-White Male	-14.1%	-10.2%	3.9
	White Female	-10.7%	-8.8%	1.9
	Non-White Female	-17.1%	-12.9%	4.2
Controls for Tenure, Range, Campus, and Bargaining Unit	Non-White Male	-2.7%	-0.5%	2.2
	White Female	-5.2%	-3.3%	1.8
	Non-White Female	-6.5%	-3.3%	3.1

These effects are also shown in Figure 1 (Uncontrolled regression) and Figure 2 (Controlled regression). In both specifications, for all three groups, the pay gap decreases with the implementation of the new salary structure. We estimate that for each group, the improvement is between 2 and 4 percentage points. Unadjusted pay gaps are much higher (10.7-17.1 percent) than the adjusted pay gaps (2.7-6.5%), however, these gaps are present and statistically significant for all groups in both specifications. Furthermore, the effects for non-White men were not statistically significant in the regressions using the new salary structure. While the Table indicates the mean estimate for those groups, it is not precise enough to say that these differences are statistically significant from zero. Looking at the adjusted pay gap, the new

salary structure would reduce the existing pay gap for non-White men and women by half or more and reduce the pay gap for White women by more than one-third.



Results by ethnic group

We repeat the unadjusted and adjusted regression specifications for both the old and new salary structure, this time using more detailed ethnic groups – White, Asian, Black, Hispanic, and All Other Non-White. With smaller sample sizes in each group, we see more groups with insignificant coefficients in our models. However, we can notice general trends across these models, namely, a much higher wage gap for Black and Hispanic workers than our estimate of the wage gap for all non-White workers. Table 7 replicates table 6, but with disaggregated ethnic groups. Gray highlighted cells indicate an effect that is not statistically significant. In both

specifications, there are statistically significant pay gaps for both Black and Hispanic men and women. These effects persist with the new salary structure, but decrease between 2.4 and 4.4 percentage points, depending on the specification. Asian males make more than their White male counterparts (although this effect is statistically insignificant in the unadjusted model in the old salary structure), and increase this gap over White men under the new salary structure. Notably, this change is the largest in magnitude in the unadjusted regression, and the lowest in magnitude in the adjusted regression. There are large gaps for the Other Minority category, however, these are often statistically insignificant.

Table 7 - Summary of Wage Gaps, Before and After New Salary Structure

	Category	Existing Salary Structure	New Proposed Salary Structure	Percentage Point Improvement
Unadjusted	Asian Male	0.7%	6.1%	-5.4%
	Black Male	-18.4%	-14.3%	-4.1%
	Hispanic Male	-21.7%	-18.5%	-3.2%
	Other Male	-13.4%	-11.0%	-2.5%
	White Female	-10.7%	-8.8%	-1.9%
	Asian Female	-5.2%	0.1%	-5.3%
	Black Female	-16.1%	-11.8%	-4.4%
	Hispanic Female	-22.8%	-18.9%	-4.0%
	Other Female	-17.6%	-14.3%	-3.3%
Controls for Tenure, Range, Campus, and Bargaining Unit	Asian Male	1.8%	3.3%	-1.4%
	Black Male	-4.9%	-2.5%	-2.4%
	Hispanic Male	-5.2%	-2.8%	-2.4%
	Other Male	-4.8%	-2.2%	-2.6%
	White Female	-5.3%	-3.4%	-1.8%
	Asian Female	-2.8%	-0.8%	-2.0%
	Black Female	-6.7%	-3.7%	-2.9%
	Hispanic Female	-8.4%	-4.9%	-3.5%
	Other Female	-7.4%	-4.2%	-3.2%

Figures 3 and 4 show what each ethnic-gender group in this study makes for every dollar a White man makes, under both the old and new salary structure. For both the unadjusted model (Figure 3) and the adjusted model (Figure 4), we can see that the new salary structure would improve each group's pay relative to their White male counterparts.

Figure 3

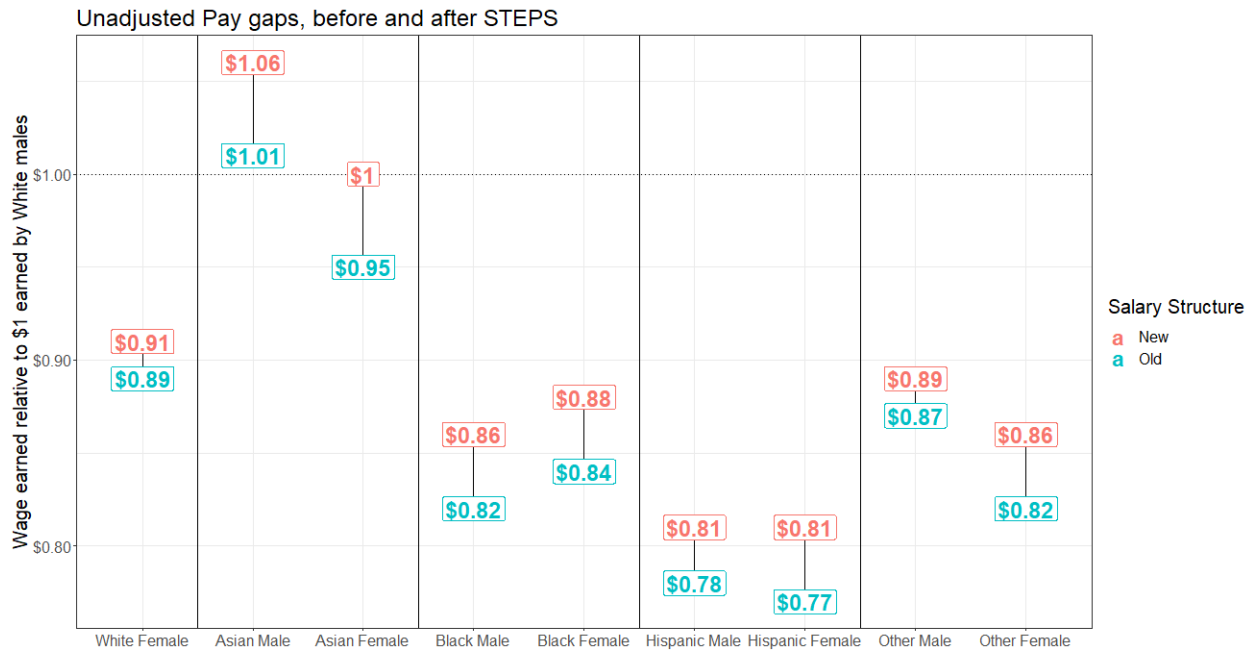
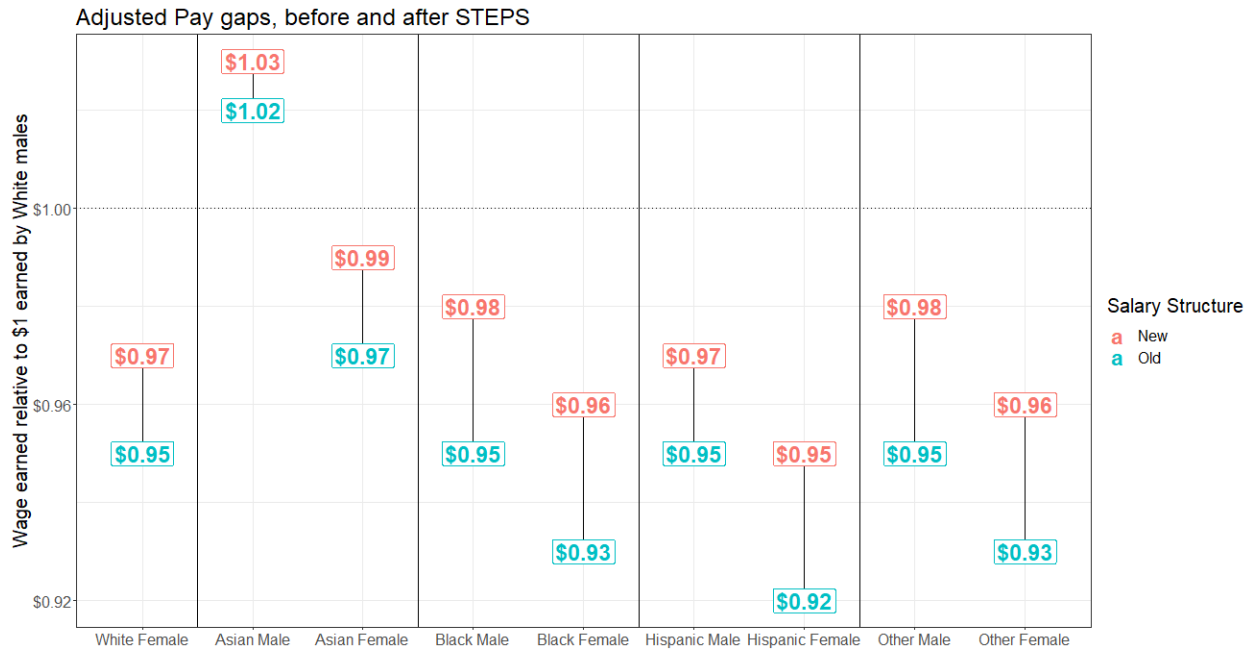


Figure 4



CSU Salary Structure: Gender and Racial Based Pay Gaps - Reduction of pay gaps through movement to STEP system implementation.

Conclusion

In all of our specifications, we find that the pay gap between each of our three groups of interest (non-White male, White female, and non-White female) and their White male counterparts decreases with the implementation of the new salary structure. There are still statistically significant pay gaps for women in all specifications, and statistically significant pay gaps for non-white workers (both men and women) in unadjusted models. These differences are statistically significant and higher in magnitude for Black and Hispanic workers, while Asian workers typically see higher pay than White counterparts, or no statistically significant difference at all.

This study has several limitations. It does not address disparities for Native American, Pacific Islander, and Workers of two or more ethnicities. Individually these groups had too few employees to make meaningful estimates and are represented only in more aggregated groups. Furthermore, we do not analyze differences in Asian workers beyond this broad designation. This deserves further research and attention so that the CSU can address sources of disadvantage or discrimination that may vary across different ethnic groups. Finally, data on education level and more detailed job groupings would be useful for estimating the adjusted wage gap. We are not aware of data on educational attainment for this sample, though we may attempt this analysis in the future if that data is obtainable from the CSU through an information request. For job groupings, there is no grouping less granular than classification and more granular than bargaining unit. We use bargaining unit as a control in this study, we do not use class code because (a) adding more than 150 additional variables would result in model overfitting (b) as detailed in the salary survey conducted by Mercer, the job groupings at the CSU are wildly inconsistent, which makes meaningful interpretation of those models difficult. Despite these limitations, we are able to test a number of specifications and find a consistent pattern of wage gaps for women and non-White workers in the CSU system.

The new proposed salary structure makes a significant improvement in these gaps, especially for a study which was not specifically commissioned to address racial and gender-based inequities. In addition to a myriad of other benefits, adopting the proposed salary structure is an important first step in closing the racial and gender-based pay inequity in the CSU system.

Special Thanks to the Berkeley Labor Center for their helpful feedback on our methodology and analysis.

Methods Appendix

All analysis was conducted in the open source statistical software R¹, version 4.0.5. Regression coefficients were calculated using the `lm()` function from the `stats` package included in base R. Robust standard errors were calculated using the `vcovHC()` function from the `sandwich`² package, version 3.0.1.

Appendix Tables A1, A2, A3, and A4 show regression coefficients and standard errors for 4 regression specifications – the unadjusted regression reported in the report, and the three regressions which progressively add controls. Column 4 is our preferred specification. The tables correspond to the aggregated ethnic groups in tables A1 and A2 and the detailed ethnic groups in tables A3 and A4. Tables A1 and A3 give the results under the old salary structure; tables A2 and A4 are the same results under the new salary structure. Asterisks indicate statistical significance, * corresponds to $p < .10$, ** to $p < .05$, and *** to $p < .01$. Standard errors are directly below their corresponding coefficients.

The percentage differences in the main report were calculated by exponentiating the coefficients and subtracting one, $(\exp(\beta) - 1)$, to obtain the percentage change associated with a one unit change in the independent variable. Controls were added by creating a “dummy variable” for each group. For example, campus controls means there are 24 variables: *factor(CAMPUS)CHANNEL IS*, which takes a value of 1 if an employee works at Channel Islands and a zero otherwise; *factor(CAMPUS)CHICO*, which takes a value of 1 if an employee works at Chico and a zero otherwise; and so on. The only exception is tenure, which is denoted by two variables, *years_in_class* and *I(years_in_class^2)*. The first is the number of years an employee has worked in their classification, the second is this value squared. This quadratic form for years of experience is standard in the literature. Our coefficients on *years_in_class* indicate that an additional year at CSU corresponds to about a 1% increase in wage, which is consistent with the findings of Mercer in their salary study. Additionally, we have *Range* – an indicator of level within classification. Not all classifications use range to differentiate between different career levels. Last, we control for variation across 4 bargaining units – representing employees Health Care Support, Operations and Support Services, Clerical and Administrative, and Technical Occupations, respectively.

All mentions of monthly salary in the report corresponds to the variable “Base Pay +RC” from the PIMS 8621 report. This is an annualized value that accounts for employees who are less than full time.

Not all employees were able to be uniquely matched to a new salary step. Due to the new structure not aligning 1:1 with the old structure, some combinations of class code and range map to multiple potential job families and/or grades. Mercer did not provide us with a full mapping of employees, only the number of FTEs in each new job family-grade combination. In these cases, we used a weighted average of the new job family-grade combinations to determine a mean new salary for an existing class code-range. While an updated list would provide more accurate results, we do not expect a significant effect on our results, given how close the different potential salary levels are to the weighted mean, as well as the fact that we achieved similar results from regressions we conducted on a smaller sample without the weighted average salaries in the exploratory stages of this work.

¹ <https://www.r-project.org/>

² <https://cran.r-project.org/web/packages/sandwich/sandwich.pdf>

Appendix Table A1 Regression Coefficients - Aggregated Ethnic Groups, Old Salary Structure

Variable	Unadjusted	Campus controls	Campus + Tenure + Range controls	Campus + Tenure + Range + BU controls
(Intercept)	8.552***	8.559***	8.651***	8.763***
	-0.007	-0.018	-0.036	-0.038
factor(ETH2)NONWHT	-0.152***	-0.174***	-0.102***	-0.027***
	-0.01	-0.009	-0.007	-0.006
factor(SEX2)FEMALE	-0.113***	-0.108***	-0.076***	-0.053***
	-0.009	-0.009	-0.007	-0.005
factor(ETH2)NONWHT:factor(SEX2)FEMALE	0.077***	0.072***	0.048***	0.013*
	-0.012	-0.011	-0.009	-0.007
factor(CAMPUS)CHANNEL IS	.	-0.012	-0.018	-0.017
		-0.024	-0.019	-0.015
factor(CAMPUS)CHICO	.	-0.161***	-0.150***	-0.093***
		-0.021	-0.017	-0.014
factor(CAMPUS)CHNCLR OFF	.	0.412***	0.222***	0.163***
		-0.031	-0.023	-0.02
factor(CAMPUS)DOMINGUEZ	.	0.043*	-0.005	-0.014
		-0.023	-0.018	-0.015
factor(CAMPUS)EAST BAY	.	0.037*	-0.019	-0.012
		-0.022	-0.019	-0.014
factor(CAMPUS)FRESNO	.	-0.029	-0.067***	-0.055***
		-0.021	-0.017	-0.013
factor(CAMPUS)FULLERTON	.	-0.009	-0.053***	-0.063***
		-0.02	-0.016	-0.013
factor(CAMPUS)HUMBOLDT	.	-0.093***	-0.106***	-0.093***
		-0.024	-0.019	-0.016
factor(CAMPUS)LA	.	-0.046**	-0.071***	-0.078***
		-0.021	-0.018	-0.014
factor(CAMPUS)LONG BEACH	.	-0.025	-0.047***	-0.057***
		-0.019	-0.016	-0.013
factor(CAMPUS)MARITIME	.	0.042	0.022	0.024
		-0.043	-0.036	-0.027
factor(CAMPUS)MONTEREY	.	0.060***	-0.003	-0.027*
		-0.023	-0.019	-0.014
factor(CAMPUS)NORTHRIDGE	.	0.017	-0.031*	-0.040***
		-0.019	-0.016	-0.012
factor(CAMPUS)POMONA	.	0.033	-0.009	-0.02
		-0.02	-0.017	-0.013
factor(CAMPUS)SACRAMENTO	.	-0.034*	-0.078***	-0.063***
		-0.02	-0.016	-0.013
factor(CAMPUS)SAN BERN	.	-0.027	-0.067***	-0.050***
		-0.02	-0.017	-0.013
factor(CAMPUS)SAN DIEGO	.	-0.041**	-0.061***	-0.042***

		-0.019	-0.016	-0.013
factor(CAMPUS)SAN FRAN	.	0.102***	0.029*	-0.015
		-0.02	-0.016	-0.013
factor(CAMPUS)SAN JOSE	.	0.122***	0.056***	0.044***
		-0.02	-0.016	-0.013
factor(CAMPUS)SAN MARCOS	.	0.003	0.01	0.001
		-0.021	-0.018	-0.014
factor(CAMPUS)SLO	.	-0.018	0.002	0.028**
		-0.02	-0.017	-0.013
factor(CAMPUS)SONOMA	.	-0.057**	-0.067***	-0.057***
		-0.022	-0.018	-0.014
factor(CAMPUS)STNISLAUS	.	-0.038	-0.057***	-0.030**
		-0.024	-0.019	-0.015
years_in_class	.	.	0.014***	0.014***
			-0.001	-0.001
I(years_in_class^2)	.	.	0.000***	0.000***
			0	0
factor(Range)1	.	.	-0.307***	-0.165***
			-0.032	-0.031
factor(Range)2	.	.	-0.133***	-0.056*
			-0.032	-0.031
factor(Range)3	.	.	0.174***	0.159***
			-0.032	-0.032
factor(Range)4	.	.	0.275***	0.267***
			-0.035	-0.034
factor(Range)6	.	.	-0.107**	-0.237***
			-0.049	-0.049
factor(Range)8	.	.	-0.174***	-0.257***
			-0.047	-0.046
factor(Range)9	.	.	0.687***	0.655***
			-0.033	-0.032
factor(CBID)R05	.	.	.	-0.509***
				-0.018
factor(CBID)R07	.	.	.	-0.404***
				-0.018
factor(CBID)R09	.	.	.	-0.134***
				-0.018
N	11883	11883	11883	11883
RMSE	0.296	0.285	0.226	0.172
R^2	0.046	0.115	0.446	0.677
adj R^2	0.046	0.113	0.445	0.676
*p <0.1, **p <0.05, ***p <0.01				

Appendix Table A2 Regression Coefficients - Aggregated Ethnic Groups, New Salary Structure

Variable	Unadjusted	Campus controls	Campus + Tenure + Range controls	Campus + Tenure + Range + BU controls
(Intercept)	8.712***	8.627***	8.520***	8.595***
	-0.007	-0.016	-0.033	-0.036
factor(ETH2)NONWHT	-0.108***	-0.144***	-0.073***	-0.005
	-0.009	-0.009	-0.006	-0.004
factor(SEX2)FEMALE	-0.092***	-0.086***	-0.054***	-0.034***
	-0.008	-0.008	-0.005	-0.004
factor(ETH2)NONWHT:factor(SEX2)FEMALE	0.062***	0.056***	0.036***	0.005
	-0.011	-0.01	-0.007	-0.005
factor(CAMPUS)CHANNEL IS	.	0.031	0.033**	0.034***
		-0.022	-0.016	-0.011
factor(CAMPUS)CHICO	.	-0.070***	-0.056***	-0.005
		-0.019	-0.015	-0.011
factor(CAMPUS)CHNCLR OFF	.	0.433***	0.247***	0.194***
		-0.025	-0.017	-0.014
factor(CAMPUS)DOMINGUEZ	.	0.134***	0.085***	0.076***
		-0.02	-0.015	-0.011
factor(CAMPUS)EAST BAY	.	0.157***	0.095***	0.101***
		-0.019	-0.015	-0.011
factor(CAMPUS)FRESNO	.	0.024	-0.016	-0.006
		-0.019	-0.014	-0.01
factor(CAMPUS)FULLERTON	.	0.123***	0.075***	0.066***
		-0.018	-0.014	-0.01
factor(CAMPUS)HUMBOLDT	.	-0.021	-0.033**	-0.022*
		-0.022	-0.016	-0.012
factor(CAMPUS)LA	.	0.111***	0.082***	0.074***
		-0.019	-0.015	-0.01
factor(CAMPUS)LONG BEACH	.	0.081***	0.059***	0.049***
		-0.017	-0.013	-0.009
factor(CAMPUS)MARITIME	.	0.095**	0.076***	0.076***
		-0.038	-0.028	-0.022
factor(CAMPUS)MONTEREY	.	0.170***	0.107***	0.084***
		-0.021	-0.016	-0.011
factor(CAMPUS)NORTHRIDGE	.	0.118***	0.068***	0.059***
		-0.017	-0.013	-0.009
factor(CAMPUS)POMONA	.	0.139***	0.095***	0.085***
		-0.018	-0.014	-0.01
factor(CAMPUS)SACRAMENTO	.	0.051***	0.005	0.018*
		-0.017	-0.013	-0.01
factor(CAMPUS)SAN BERN	.	0.062***	0.019	0.032***
		-0.018	-0.014	-0.01
factor(CAMPUS)SAN DIEGO	.	0.084***	0.063***	0.081***
		-0.017	-0.013	-0.01

factor(CAMPUS)SAN FRAN	.	0.303***	0.227***	0.188***
		-0.017	-0.013	-0.009
factor(CAMPUS)SAN JOSE	.	0.269***	0.204***	0.193***
		-0.018	-0.013	-0.009
factor(CAMPUS)SAN MARCOS	.	0.073***	0.087***	0.079***
		-0.019	-0.014	-0.01
factor(CAMPUS)SLO	.	0.01	0.023*	0.046***
		-0.017	-0.014	-0.01
factor(CAMPUS)SONOMA	.	0.070***	0.062***	0.072***
		-0.021	-0.015	-0.011
factor(CAMPUS)STNISLAUS	.	-0.006	-0.021	0.003
		-0.021	-0.016	-0.011
years_in_class	.	.	0.030***	0.030***
			-0.001	-0.001
I(years_in_class^2)	.	.	-0.001***	-0.001***
			0	0
factor(Range)1	.	.	-0.165***	-0.037
			-0.03	-0.03
factor(Range)2	.	.	0.021	0.088***
			-0.03	-0.03
factor(Range)3	.	.	0.246***	0.232***
			-0.03	-0.03
factor(Range)4	.	.	0.326***	0.319***
			-0.031	-0.031
factor(Range)6	.	.	0.031	-0.066
			-0.05	-0.05
factor(Range)8	.	.	0.025	-0.033
			-0.045	-0.044
factor(Range)9	.	.	0.672***	0.645***
			-0.031	-0.031
factor(CBID)R05	.	.	.	-0.434***
				-0.018
factor(CBID)R07	.	.	.	-0.332***
				-0.018
factor(CBID)R09	.	.	.	-0.094***
				-0.018
N	11883	11883	11883	11883
RMSE	0.275	0.258	0.185	0.133
R^2	0.028	0.148	0.562	0.773
adj R^2	0.028	0.146	0.561	0.772
*p <0.1, **p <0.05, ***p <0.01				

Appendix Table A3: Regression Coefficients and Standard Errors - Detailed Ethnic Groups, Old Salary Structure

Variable	Unadjusted	Campus controls	Campus + Tenure + Range controls	Campus + Tenure + Range + BU controls
(Intercept)	8.552***	8.582***	8.676***	8.775***
	-0.007	-0.017	-0.036	-0.039
factor(`ETHNIC GROUP`)ASN	0.007	-0.025*	-0.011	0.018**
	-0.014	-0.014	-0.01	-0.008
factor(`ETHNIC GROUP`)BLK	-0.203***	-0.221***	-0.147***	-0.050***
	-0.019	-0.019	-0.014	-0.011
factor(`ETHNIC GROUP`)HSP	-0.245***	-0.257***	-0.155***	-0.053***
	-0.01	-0.01	-0.008	-0.006
factor(`ETHNIC GROUP`)OTH	-0.144***	-0.163***	-0.091***	-0.049***
	-0.027	-0.026	-0.018	-0.014
factor(SEX2)FEMALE	-0.113***	-0.110***	-0.078***	-0.054***
	-0.009	-0.009	-0.007	-0.005
factor(`ETHNIC GROUP`)ASN:factor(SEX2)FEMALE	0.053***	0.044***	0.039***	0.008
	-0.018	-0.017	-0.013	-0.01
factor(`ETHNIC GROUP`)BLK:factor(SEX2)FEMALE	0.140***	0.132***	0.088***	0.035***
	-0.023	-0.023	-0.018	-0.014
factor(`ETHNIC GROUP`)HSP:factor(SEX2)FEMALE	0.099***	0.095***	0.060***	0.019***
	-0.012	-0.012	-0.009	-0.007
factor(`ETHNIC GROUP`)OTH:factor(SEX2)FEMALE	0.064**	0.079***	0.046**	0.026
	-0.032	-0.031	-0.023	-0.018
factor(CAMPUS)CHANNEL IS	.	-0.011	-0.019	-0.017
		-0.024	-0.019	-0.015
factor(CAMPUS)CHICO	.	-0.183***	-0.165***	-0.101***
		-0.021	-0.017	-0.014
factor(CAMPUS)CHNCLR OFF	.	0.350***	0.188***	0.148***
		-0.029	-0.022	-0.02
factor(CAMPUS)DOMINGUEZ	.	0.024	-0.014	-0.018
		-0.022	-0.018	-0.015
factor(CAMPUS)EAST BAY	.	-0.002	-0.042**	-0.023
		-0.022	-0.018	-0.014
factor(CAMPUS)FRESNO	.	-0.039*	-0.072***	-0.058***
		-0.02	-0.017	-0.013
factor(CAMPUS)FULLERTON	.	-0.041**	-0.071***	-0.072***
		-0.019	-0.016	-0.013
factor(CAMPUS)HUMBOLDT	.	-0.111***	-0.118***	-0.098***
		-0.024	-0.019	-0.016
factor(CAMPUS)LA	.	-0.061***	-0.079***	-0.082***
		-0.021	-0.017	-0.014
factor(CAMPUS)LONG BEACH	.	-0.043**	-0.058***	-0.062***
		-0.018	-0.015	-0.013
factor(CAMPUS)MARITIME	.	0.009	0.004	0.015
		-0.041	-0.034	-0.027
factor(CAMPUS)MONTEREY	.	0.038*	-0.015	-0.032**
		-0.023	-0.019	-0.014
factor(CAMPUS)NORTHRIDGE	.	0.003	-0.039**	-0.044***
		-0.019	-0.015	-0.012
factor(CAMPUS)POMONA	.	0.017	-0.018	-0.025*

		-0.02	-0.016	-0.013
factor(CAMPUS)SACRAMENTO	.	-0.066***	-0.096***	-0.072***
		-0.02	-0.016	-0.013
factor(CAMPUS)SAN BERN	.	-0.025	-0.063***	-0.049***
		-0.02	-0.017	-0.013
factor(CAMPUS)SAN DIEGO	.	-0.058***	-0.071***	-0.047***
		-0.019	-0.016	-0.013
factor(CAMPUS)SAN FRAN	.	0.032	-0.015	-0.036***
		-0.02	-0.016	-0.013
factor(CAMPUS)SAN JOSE	.	0.075***	0.027	0.030**
		-0.02	-0.016	-0.013
factor(CAMPUS)SAN MARCOS	.	0.001	0.007	0
		-0.02	-0.017	-0.014
factor(CAMPUS)SLO	.	-0.032*	-0.008	0.022*
		-0.019	-0.016	-0.013
factor(CAMPUS)SONOMA	.	-0.073***	-0.078***	-0.062***
		-0.022	-0.018	-0.014
factor(CAMPUS)STNISLAUS	.	-0.048**	-0.063***	-0.034**
		-0.024	-0.019	-0.015
years_in_class	.	.	0.013***	0.014***
			-0.001	-0.001
I(years_in_class^2)	.	.	0.000***	0.000***
			0	0
factor(Range)1	.	.	-0.307***	-0.171***
			-0.033	-0.032
factor(Range)2	.	.	-0.141***	-0.062**
			-0.033	-0.032
factor(Range)3	.	.	0.160***	0.150***
			-0.033	-0.032
factor(Range)4	.	.	0.266***	0.261***
			-0.035	-0.034
factor(Range)6	.	.	-0.112**	-0.239***
			-0.049	-0.049
factor(Range)8	.	.	-0.187***	-0.264***
			-0.047	-0.046
factor(Range)9	.	.	0.717***	0.668***
			-0.034	-0.033
factor(CBID)R05	.	.	.	-0.497***
				-0.018
factor(CBID)R07	.	.	.	-0.397***
				-0.018
factor(CBID)R09	.	.	.	-0.132***
				-0.018
N	11883	11883	11883	11883
RMSE	0.285	0.277	0.221	0.171
R^2	0.112	0.165	0.467	0.681
adj R^2	0.112	0.162	0.465	0.68
*p <0.1, **p <0.05, ***p <0.01				

Appendix Table A4: Regression Coefficients and Standard Errors - Detailed Ethnic Groups, New Salary Structure

Variable	Unadjusted	Campus controls	Campus + Tenure + Range controls	Campus + Tenure + Range + BU controls
(Intercept)	8.712***	8.648***	8.540***	8.605***
	-0.007	-0.015	-0.033	-0.036
factor(`ETHNIC GROUP`)ASN	0.059***	0	0.006	0.032***
	-0.013	-0.012	-0.008	-0.006
factor(`ETHNIC GROUP`)BLK	-0.154***	-0.185***	-0.112***	-0.025***
	-0.018	-0.017	-0.012	-0.007
factor(`ETHNIC GROUP`)HSP	-0.205***	-0.225***	-0.120***	-0.028***
	-0.009	-0.009	-0.006	-0.005
factor(`ETHNIC GROUP`)OTH	-0.116***	-0.138***	-0.059***	-0.022*
	-0.025	-0.024	-0.015	-0.011
factor(SEX2)FEMALE	-0.092***	-0.088***	-0.056***	-0.035***
	-0.008	-0.008	-0.005	-0.004
factor(`ETHNIC GROUP`)ASN:factor(SEX2)FEMALE	0.034**	0.02	0.022**	-0.005
	-0.016	-0.015	-0.01	-0.007
factor(`ETHNIC GROUP`)BLK:factor(SEX2)FEMALE	0.121***	0.115***	0.070***	0.022**
	-0.022	-0.021	-0.015	-0.01
factor(`ETHNIC GROUP`)HSP:factor(SEX2)FEMALE	0.088***	0.083***	0.050***	0.013**
	-0.011	-0.011	-0.008	-0.006
factor(`ETHNIC GROUP`)OTH:factor(SEX2)FEMALE	0.054*	0.064**	0.032*	0.014
	-0.029	-0.028	-0.019	-0.014
factor(CAMPUS)CHANNEL IS	.	0.032	0.033**	0.033***
		-0.021	-0.015	-0.011
factor(CAMPUS)CHICO	.	-0.091***	-0.068***	-0.012
		-0.019	-0.014	-0.011
factor(CAMPUS)CHNCLR OFF	.	0.375***	0.218***	0.182***
		-0.023	-0.017	-0.013
factor(CAMPUS)DOMINGUEZ	.	0.116***	0.077***	0.073***
		-0.02	-0.015	-0.011
factor(CAMPUS)EAST BAY	.	0.121***	0.077***	0.093***
		-0.019	-0.015	-0.011
factor(CAMPUS)FRESNO	.	0.015	-0.02	-0.008
		-0.018	-0.014	-0.01
factor(CAMPUS)FULLERTON	.	0.094***	0.060***	0.059***
		-0.017	-0.013	-0.01
factor(CAMPUS)HUMBOLDT	.	-0.037*	-0.043***	-0.025**
		-0.022	-0.016	-0.012
factor(CAMPUS)LA	.	0.097***	0.074***	0.071***
		-0.018	-0.014	-0.01
factor(CAMPUS)LONG BEACH	.	0.064***	0.050***	0.045***
		-0.016	-0.013	-0.009
factor(CAMPUS)MARITIME	.	0.064*	0.060**	0.070***
		-0.036	-0.027	-0.022
factor(CAMPUS)MONTEREY	.	0.150***	0.097***	0.080***
		-0.021	-0.015	-0.011
factor(CAMPUS)NORTHRIDGE	.	0.104***	0.061***	0.056***
		-0.016	-0.013	-0.009
factor(CAMPUS)POMONA	.	0.125***	0.088***	0.081***

		-0.017	-0.013	-0.01
factor(CAMPUS)SACRAMENTO	.	0.021	-0.01	0.011
		-0.017	-0.013	-0.01
factor(CAMPUS)SAN BERN	.	0.064***	0.021	0.033***
		-0.018	-0.014	-0.01
factor(CAMPUS)SAN DIEGO	.	0.068***	0.055***	0.076***
		-0.017	-0.013	-0.01
factor(CAMPUS)SAN FRAN	.	0.239***	0.191***	0.172***
		-0.017	-0.013	-0.01
factor(CAMPUS)SAN JOSE	.	0.226***	0.180***	0.182***
		-0.017	-0.013	-0.009
factor(CAMPUS)SAN MARCOS	.	0.071***	0.086***	0.078***
		-0.018	-0.014	-0.01
factor(CAMPUS)SLO	.	-0.003	0.014	0.041***
		-0.017	-0.013	-0.01
factor(CAMPUS)SONOMA	.	0.055***	0.054***	0.067***
		-0.02	-0.015	-0.011
factor(CAMPUS)STNISLAUS	.	-0.015	-0.026	0
		-0.021	-0.016	-0.011
years_in_class	.	.	0.029***	0.030***
			-0.001	-0.001
I(years_in_class^2)	.	.	-0.001***	-0.001***
			0	0
factor(Range)1	.	.	-0.164***	-0.041
			-0.03	-0.03
factor(Range)2	.	.	0.015	0.083***
			-0.03	-0.03
factor(Range)3	.	.	0.234***	0.225***
			-0.03	-0.03
factor(Range)4	.	.	0.319***	0.315***
			-0.031	-0.031
factor(Range)6	.	.	0.027	-0.067
			-0.05	-0.05
factor(Range)8	.	.	0.015	-0.038
			-0.045	-0.044
factor(Range)9	.	.	0.696***	0.653***
			-0.031	-0.031
factor(CBID)R05	.	.	.	-0.425***
				-0.018
factor(CBID)R07	.	.	.	-0.327***
				-0.018
factor(CBID)R09	.	.	.	-0.093***
				-0.018
N	11883	11883	11883	11883
RMSE	0.263	0.25	0.181	0.132
R^2	0.111	0.199	0.58	0.776
adj R^2	0.11	0.197	0.578	0.776
*p <0.1, **p <0.05, ***p <0.01				

EXHIBIT D

RESOLUTION OF NO CONFIDENCE IN THE PRESIDENT OF CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO

- WHEREAS:** Faculty, staff and administrators at California State University, San Bernardino (CSUSB) share an abiding commitment to maintain an educational environment where student learning is central to the mission of the university; and
- WHEREAS:** Within three years of the appointment of President Tomás Morales, in response to a decline in shared decision making, a marked turnover in the senior administration, and a perceptible change in campus climate, the Faculty Senate commissioned a climate survey at CSUSB; and
- WHEREAS:** The results of the campus climate survey, with more than 750 faculty, staff, and administrators responding, revealed that over two-thirds of the respondents indicated the climate had changed, and 89% of those individuals stated that the climate had become worse; and
- WHEREAS:** The results indicated that an atmosphere of toxicity, fear and distrust of the central administration has developed among CSUSB faculty, administrators, and staff during the President's tenure, with numerous reports of bullying, favoritism and retaliation; and
- WHEREAS:** One year after the release of the climate survey findings, despite initially promising that all of the survey's recommendations would be implemented, the President has failed to address the bulk of the recommendations for improving campus climate, including the development of an anti-bullying policy and an audit of the Human Resources department; and
- WHEREAS:** President Morales continues to be unwilling to acknowledge the severity of the problems of fear and distrust among employees; and
- WHEREAS:** President Morales has abandoned long-standing shared governance practices, declining to consult with established Faculty Senate committees before making decisions, refusing multiple invitations from the Faculty Senate Executive Committee for meetings, discontinuing the practice of holding scheduled quarterly open meetings with faculty, neglecting to provide useful information in his reports to the faculty, and failing to involve the university community in key decisions; and
- WHEREAS:** The lack of shared governance has resulted in an erosion of the centrality of Academic Affairs, the division most critical to fulfilling the mission of the university, through a consistent decline in its share of the base budget and a failure to hire sufficient tenure track faculty to meet key university targets set by the current administration; and

- WHEREAS:** Key elements of the strategic plan are already failing as a result, with the administration not willing to make concrete plans to achieve the targets it made to reduce the student-faculty ratio and to increase the proportion of tenure track faculty, both critical to assuring student learning and progress towards graduation; and
- WHEREAS:** The leading indicators of student success, particularly first year student retention, have declined steadily since 2012, and enrollment has been so poorly managed that the President now talks about the need to “suppress” CSUSB’s enrollment; and
- WHEREAS:** There has been an unusually high level of turnover in the CSUSB senior administration since President Morales’ arrival on campus, as highly regarded longstanding administrators have been fired or asked to resign, resulting in a loss of institutional memory and a weakened understanding of CSUSB’s rootedness in our service area; and
- WHEREAS:** President Morales has exhibited cronyism and favoritism in his appointment of interim administrators and by offering a post-retirement position to former Cal Poly Pomona President Ortiz; and
- WHEREAS:** A majority of all faculty, staff, and administrator respondents to the campus climate survey have lost confidence in the campus leadership, believe that it is not open to receiving feedback, has not communicated a clear direction, and does not act with honesty and integrity; therefore, be it
- RESOLVED:** That the Faculty Senate of California State University, San Bernardino has no confidence in the ability of President Tomás Morales to lead CSUSB in a manner that enables our faculty, staff, and administrators to educate and serve our students effectively; and be it further
- RESOLVED:** That the Faculty Senate will welcome a new President who embraces shared governance in deed as well as word, transparency, and mutual trust and respect, and will work actively to correct the issues identified in this resolution; and be it further
- RESOLVED:** That the faculty participate in a referendum on this resolution in accordance with the Senate bylaws for elections. The referendum shall be completed by May 26, 2017; and be it further
- RESOLVED:** That copies of this resolution be sent to Chancellor White, the Board of Trustees, the Academic Senate of the California State University, CSU campus senate chairs, Associated Students Inc. at CSUSB, and CSU President Tomás Morales.

Approved by the CSUSB Faculty Senate


 Karen Kolehmainen, Chair


 Date

Rationale

The campus deserves leadership that is as good as the faculty, staff and students it serves and that consistently displays core values of openness, honesty, transparency and integrity. This president's leadership fails those tests. Faculty, staff, and administrators have been waiting patiently for a coherent presidential response to the damaging findings of the campus climate survey. We have not seen one. The president has chosen to deny the importance of the problems. He disavows the 'climate of fear' he has created and seems disinterested in resolving the climate issues, clearly attributable to him. He has chosen to turn his back on the effective and cherished tradition of shared governance on this campus. He has refused to meet with us or work with us to improve these conditions, instead manipulatively choosing to blame the senate and survey committee for the widespread loss of confidence in his leadership across the campus.

Major decisions have been made with little or no faculty input and have been the worse for that omission. These include the shift of summer session to self-support, the adoption of Agent of Change, the shift in location of commencement to a city outside of San Bernardino, and the development of Coyote First Step. Most recently, the President signed an MOU with Linked Learning, a development with possible curricular implications, without faculty consultation. In other cases, such as the decision on teaching assignments under the semester system, the administration has simply rejected faculty advice, without discussion or reasoned explanation. The senate appointed a committee to look at the implications of the teaching load under semesters for faculty ability to meet the demands of the strategic plan. The committee's report, endorsed by the Faculty Senate, was never acknowledged by the President. Half a year later, the President asked the faculty inclusive Q2S steering committee for a recommendation on this same issue and then, upon receipt of that recommendation, immediately rejected it without discussion or reasoned explanation, showing that the president's invitation was never genuine but a manipulative attempt to validate a pre-determined outcome.

The central administration operates in secret and seems to encourage the division of the campus into factions. Friends are rewarded, sometimes lavishly; enemies are ignored or suffer retaliation. Compliance is valued over competence and dissent is not tolerated. President Morales pays lip service to cherished values, like shared governance, but does not practice them; he frequently talks about transparency, integrity and openness, yet fails to practice these values, and he is failing the faculty, staff, administrators, and students of this university.

We respectfully request that faculty colleagues join us in calling for an end to this unworthy leadership by voting decisively in favor of no confidence in the President. We do not undertake this step lightly, but the President has established a pattern of behavior that jeopardizes our mission to provide our students with a quality education. We believe we must take this action now to restore the health of our cherished institution.

Supporting Documents:

For the campus climate survey results and the one year follow-up, see
<http://senate.csusb.edu/reports.htm>

EXHIBIT E

CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO
FACULTY SENATE EXECUTIVE COMMITTEE
[Terms of Engagement/Collaboration Standards](#)
<https://csusb.zoom.us/j/83292441089>

MINUTES

Tuesday, February 22, 2022 – 2-4 PM

Members Present: Beth Steffel, Claudia Davis, Sherri Franklin-Guy, Donna Garcia, Mark Groen, Jacqueline Hughes, Ann Johnson, Karen Kolehmainen, Shari McMahan, Tomás Morales

Members Not Present:

1. Approval of [FS Executive Committee Meeting Minutes, February 15, 2022](#)
 - 1.1. The Executive Committee unanimously approved the FS Executive Committee Minutes for February 15, 2022, as presented.

2. Appointments
 - 2.1. [Student Grade Appeals Panel - 3 Positions](#) 2 CAL (2020-2022, 2021-2023), 1 JHBC (2021-2023) tenured, tenure-track
 - 2.1.1. Robert Kyriakos Smith, **(CAL)**
 - 2.1.1.1. Robert Kyriakos Smith was appointed to the committee for the 2021-2023 term. The Faculty Senate Office staff will notify the appointee

 - 2.2. [Student Perceptions of Teaching \(SPT\) Pilot Test – 2 Positions](#) JHBC, PDC tenure-line faculty Representative,
 - 2.2.1. Jing Zhang, **(JHBC)**
 - 2.2.1.1. Jing Zhang was appointed to the committee. The Faculty Senate Office staff will notify the appointee.

3. President's Report-No report
 - 3.1. Chair Steffel mentioned that in the communication that was sent out yesterday regarding Joseph Castro Resigns as CSU Chancellor there was a problem with some of the links on the Title IX website. When you click on the complaint form and the pdf version links to file a complaint you receive an error message.
 - 3.1.1. President Morales will look into this issue.

 - 3.2. Chair Steffel said that they are having conversations on a system wide level in the ASCSU about Title IX and Discrimination, Harassment, and Retaliation complaints. I was wondering if we are taking this opportunity to look on a campus level to see if there's any improvements needed or an opportunity to see what we are doing at the campus level as well as the system wide level?

- 3.2.1. President Morales mentioned that we recently restructured and for many years the Title IX Director reported directly to the President. About two years ago we created an office DHR - Discrimination, Harassment, Retaliation and we embedded the Title IX operation within that office. We did a national search and Cristina Alvarez who was the Title IX Director was selected.
- 3.3. EC member Hughes asked if we have considered surveying those who have complaints to see how satisfied they were with the process that they went through with the investigation of their complaints? Do we have any information that tells us how our campus feels about the process and how they feel it's working for them?
 - 3.3.1. President Morales responded by saying that he meets every two weeks with our campus attorney, HR, Faculty Affairs, the Provost, the AVP for Finance and Administration, Cristina Alvarez, and the AVP for HR and we review every case that is brought to the floor. Some are being investigated internally and others are being investigated by a third party. We investigate every complaint we receive, whether a person filed a 1096 or not. If we hear a complaint somebody has been treated in a discriminatory manor or someone has filed a complaint that they are being harassed, retaliated against, discriminated against we immediately embark on an investigation. If a case is lodged against a Vice President that is always investigated by an external investigator organization which is usually a law firm that specializes in these matters. We meet every two weeks with our campus attorney and it is called a Personnel Litigation meeting where we review every single grievance and every single complaint that is filed by any member of the university student, faculty, or staff. I feel somewhat confident that we are on top of any type of complaint that is filed.
- 3.4. EC member Davis asked if there was any way to really find out if a person's complaint was resolved and what was the process?
 - 3.4.1. President Morales said a complaint is lodged and the complaint is investigated. As I mentioned in certain cases we determine it is best not to conduct the investigation internally, but to hire a law firm that specializes in these matters and they conduct an investigation. They will conclude with a ponderance of evidence that the complaint is unfounded. That doesn't mean the complainant is satisfied with the results of that investigation then the individual has other means to pursue their complaint external to the university. They can file a lawsuit against the university, they can file a complaint against the EEOC. So there are other avenues that the complainant can pursue. Sometimes the investigative report will conclude that the investigation and the complainant is satisfied with the results of that investigation. I take every complaint seriously.

- 3.5. EC member Johnson asked if it is a similar process when it is regarding a race matter, but understands that even though Title IX is gender there are other ways of investigating when it's race.
 - 3.5.1. President Morales responded by saying the university has a set of policies that pertain to Title IX that pertain to Executive Orders that oversee Title IX that oversees HR Discrimination, Harassment, Retaliation and we follow those Executive Orders verbatim. We have conducted investigations even when someone has not filed a formal 1096. If we feel that it is sufficient we'll conduct the investigation. We air on the side of ensuring that complaints that are expressed are looked at in a very methodical way.

4. Provost's Report

- 4.1. We launched Coyote Hour with a celebration this afternoon in front of Wild Song.
- 4.2. EC member Hughes asked the Provost if she had a chance to follow up with AP Yildirim regarding the discussion on faculty members who are hired for teaching online that are out of state or in another country? That is something I don't think should be in the Office Hours policy.
 - 4.2.1. Provost McMahan said tenure line faculty are expected to be in California.
 - 4.2.1.1. EC member Hughes said the question that was raised is that we have faculty that are employed that work outside of California, internationally, or teach online. How do we reflect that in the policy on how they are treated?
 - 4.2.1.1.1. Provost McMahan said she made a recommendation that they get approval from the Department Chair or special consideration. There could be some language written in that they would have to go through the Department Chair for fully remote programs and online faculty.
- 4.3. EC member Johnson asked if FERP faculty were hired as tenure line but became FERP and we get a different draft of the policy back from the administration what about FERP's who don't live in California? Is that something that is handled by the Chair or is that something the administration is addressing?
 - 4.3.1. Provost McMahan said FERP faculty are still considered tenure faculty so technically they should not reside outside of California.
- 4.4. EC member Johnson also said that she received an email from the travel office regarding a travel I am supposed to go on which is out of state and the email stated that once I return to the State of California, I need to quarantine for 3-5 days. I was wondering if by state policy is it 3 days or is it 5 days?
 - 4.4.1. Provost McMahan said she didn't know the travel policy. She will look into it.

- 4.4.1.1. President Morales suggested calling Lynniece Warren the Director in Risk Management. You can also reach out to Jenny Sorenson, the Chair of the Repopulation committee and if that doesn't work call me and I will find the answer for you.
 - 4.5. EC member Davis asked for clarification regarding faculty that are teaching in fully online courses outside the State of California. Are they expected to have office hours that are not online, but a regular program?
 - 4.5.1. Provost McMahan said if they are teaching outside, I don't know how they would get here.
 - 4.5.1.1. EC member Davis clarified by saying if a faculty member teaches in a different country teaching online but it is in a regular program. I thought you said that they could teach in regularly fully online programs. This program in particular is a regular program, so it's not an online program. Where is the equity for faculty that's here that's teaching vs ones that are elsewhere and teaching? Where is the equity for individuals outside of California and they are not physically here and they are not teaching a course in a fully online program?
 - 4.5.1.1.1. Provost McMahn feels like we are going back to the original proposal on Office Hours that was voted on. The original proposal said you had to be "and" if a student requested your presence in person you should be here and that seemed to be what a lot of people thought would be important.
 - 4.6. EC member Garcia suggested putting updated information related to the travel policy on the Travel website and on Concur so all faculty can view it.
 - 4.6.1. Provost McMahan will bring that request forward.
- 5. [Chair's Report](#)
- 6. FAC Report-No submitted report-FAC unable to meet
- 7. [EPRC Report](#)
 - 7.1. Elections Chair Garcia asked if Chair Hughes received the feedback from the elected faculty or the Ed.D program move?
 - 7.1.1. Chair Hughes said yes it was sent.
- 8. [Statewide/ASCSU \(Academic Senate of the CSU\) Senators' Report](#)
 - 8.1. [CSU Board of Trustees January 2022 Resolutions](#)
 - 8.2. [January 2022 Resolution Summary](#)
- 9. [\[Draft\] Interim Process for Resolving Bias/COI in Reviews](#)
 - 9.1. [Response from General Counsel Re: Conflicts of Interest](#)

9.2. [Faculty-Senate-Requested Letter to University Counsel](#)

- 9.2.1. EC member Hughes requested a motion for Chair Steffel to draft a proposal to bring for next week's EC meeting.

10. New Business

11. Adjournment @3:45PM

EXHIBIT F

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is entered into between Joseph I. Castro, Ph.D. M.P.P. ("Dr. Castro") and the Board of Trustees of the California State University ("CSU"). Collectively, Dr. Castro and CSU are referred to as the "Parties."

The Parties have agreed that Dr. Castro's resignation was accepted by the CSU and his duties as chancellor ended on February 17, 2022.

Settlement Terms

1. Dr. Castro voluntarily resigned from the position of Chancellor, effective February 17, 2022, and his salary as Chancellor ended on that date. Dr. Castro has delivered to CSU a signed letter of resignation, which is attached hereto as **Exhibit A**. Dr. Castro acknowledges and agrees that his resignation is irrevocable.
2. CSU has accepted the voluntary resignation of Dr. Castro.
3. Effective February 18, 2022, Dr. Castro will enter the CSU Executive Transition Program for one year as stated in his appointment letter dated September 21, 2020. The terms and conditions of the Executive Transition Program are detailed in the letter attached as **Exhibit B**.
4. CSU will continue to provide Dr. Castro's housing allowance as set forth in his September 21, 2020 appointment letter for a period of six months with the last allowance being paid in August 2022.
5. If Dr. Castro relocates from Long Beach to assume a faculty position at Cal Poly San Luis Obispo, the CSU will reimburse Dr. Castro for his actual moving expenses up to an amount not exceeding the amount he was reimbursed for his move from Fresno to Long Beach.
6. Dr. Castro agrees to voluntarily participate and fully cooperate in any and all investigations, depositions, hearings, trials or other legal or administrative proceedings related to his role as Chancellor of CSU or as President of Fresno State University.
7. Dr. Castro agrees to complete a Form 700, Statement of Economic Interest leaving office statement by March 18, 2022.
8. Dr. Castro has not relied on any representations as to the tax consequences of this Agreement. If any taxing authority determines that any part of the settlement is taxable, Dr. Castro will be solely responsible for those taxes. Dr. Castro will indemnify and hold harmless CSU, and all of its representatives, from any liability to any taxing authority and from claims made in any administrative or judicial action to collect taxes from CSU related to the payments made under this Agreement. If a proceeding is instituted against CSU regarding tax liability related to the payments made under this Agreement, CSU will give Dr. Castro notice of the proceedings at his last known address, and Dr. Castro will be obligated to defend and indemnify CSU.
9. Dr. Castro understands and acknowledges that the consideration provided for in this Agreement is in full and complete settlement of all claims of any kind, whether known or unknown, actual or potential, which Dr. Castro may have against CSU in connection with his employment (including as president of Fresno State University),

working conditions, voluntary resignation, and any other conduct of the Parties occurring prior to and up to the date of this Agreement.

10. Dr. Castro hereby waives and fully releases and forever discharges The State of California, the Trustees of the California State University, Fresno State University, and all officers, employees, representatives, volunteers and agents of the California State University from any and all claims, causes of action, complaints, damages, agreements, suits, attorney's fees, loss, cost or expense, obligations and liabilities, of whatever kind or character, any statutory claims, or any and all other matters of whatever kind, nature or description, whether known or unknown, occurring prior to the date of the execution of this Agreement, which he may have against CSU, by reason of or arising out of or concerning his employment with CSU. Dr. Castro acknowledges that his release of claims specifically includes, but is not limited to, all claims under Title VII of the Civil Rights Act of 1964, 42 U.S.C. section 2000 et seq.; the Age Discrimination in Employment Act, 29 U.S.C. section 621 et seq. ("ADEA"); the Federal Civil Rights Statutes, 42 U.S.C. sections 1981, 1982, 1983, 1985 and 1986; the Americans with Disabilities Act; the Equal Pay Act; the California Fair Employment and Housing Act, California Government Code section 12940 et seq.; the Family and Medical Leave Act; the California Labor Code; and the Unruh Civil Rights Act, based upon events occurring prior to and up to the date of the execution of this Agreement. In so doing, Dr. Castro expressly acknowledges that he hereby waives all rights he may have under Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or his favor at the time of executing the release and that, if known by him or his, would have materially affected his or his settlement with the debtor or released party.

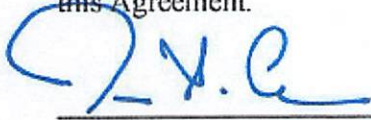
11. This settlement is a compromise of disputed claims and is not an admission by any Party of any liability. The Parties specifically deny any wrongdoing of any kind whatsoever and enter into this Agreement to resolve all disputes and claims between the Parties and to avoid the expense, inconvenience and uncertainty of continued proceedings.

12. Dr. Castro acknowledges that he enters into this Settlement Agreement and Release freely and voluntarily, and after full opportunity for deliberation and consultation with his attorney about the matters contained herein.

13. This Agreement represents the full and complete agreement and understanding between the Parties with respect to the matters stated herein. Any agreement or promises alleged to have been made which are not reflected in the written terms of this Agreement are and shall be superseded by the terms of this Agreement and shall have no effect. Any amendment to this Agreement must be in writing signed by all parties.

14. This Agreement shall be interpreted under the laws of the State of California.
15. The parties shall bear their own costs, expenses, and attorney's fees.
16. This Agreement may be signed in counterparts.

By signing below, the parties witness their agreement to all the terms and conditions of this Agreement.



Joseph I. Castro

Date: 2/23, 2022

Approved as to form:

By: _____
Bill Seki, Esq.
Seki, Nishimura, & Watase LLP

Date: _____, 2022.

Board of Trustees of the
CALIFORNIA STATE UNIVERSITY

By: _____
Evelyn Nazario
Vice Chancellor, Human Resources

Date: _____, 2022.

Approved as to form:

By: _____
G. Andrew Jones
Executive Vice Chancellor
and General Counsel

Date: _____, 2022.

14. This Agreement shall be interpreted under the laws of the State of California.

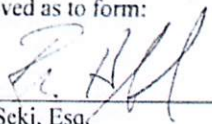
15. The parties shall bear their own costs, expenses, and attorney's fees.

16. This Agreement may be signed in counterparts.

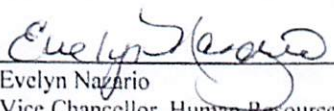
By signing below, the parties witness their agreement to all the terms and conditions of this Agreement.

Joseph I. Castro Date: _____, 2022

Approved as to form:

By: 
Bill Seki, Esq. Date: Feb. 23, 2022.
Seki, Nishimura, & Watase LLP

Board of Trustees of the
CALIFORNIA STATE UNIVERSITY

By: 
Evelyn Nazario Date: Feb. 28, 2022.
Vice Chancellor, Human Resources

Approved as to form:

By: 
G. Andrew Jones Date: Feb. 28, 2022.
Executive Vice Chancellor
and General Counsel

EXHIBIT A

February 17, 2022

Evelyn Nazario
Vice Chancellor for Human Resources
California State University
401 Golden Shore
Long Beach, California 90802

RE: Resignation

Vice Chancellor Nazario:

I hereby resign my position as Chancellor of California State University, effective at the close of business on February 17, 2022.



Joseph I. Castro

The California State University

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Romey Sabalius

Lateefah A. Simon

Christopher Steinhauser

February 22, 2022

Dr. Joseph I. Castro
810 North Ranch Drive
Long Beach, California 90815

Dear Joe:

This letter will memorialize our agreement regarding your participation in the Executive Transition Program (RUF 11-06-06) following your resignation from the position of Chancellor of the California State University effective close of business on February 17, 2022.

Effective with the commencement of your executive transition program on February 18, 2022, you will be reassigned into the Management Personnel Plan (MPP). For administrative reasons, you will be classified as advisor to the board (MPP class code 3325) and your annual salary will be \$401,364 (a monthly rate of \$33,447). The salary during the transition period is paid by the Chancellor's Office on behalf of the Trustees and is calculated at the mid-point between your final salary as chancellor and the maximum of the salary range for a full professor, 12-month. Your transition program will end on February 17, 2023.

All unused vacation earned during your executive appointment as chancellor will be paid out based upon your salary rate in effect as chancellor prior to reassignment in the MPP. Additionally, any vacation earned during your transition period will be paid at the MPP salary rate in effect. Sick leave and other benefits will be provided in accord with the provisions of the Management Personnel Plan. Your current auto allowance will be discontinued on the date of separation from your appointment as chancellor.

During your transition period your assigned duties shall include preparing for your return to a teaching position and being available to the board and system executives on matters pertaining to the CSU.

Following the transition year, you have retreat rights at Cal Poly San Luis Obispo where you hold the appointment of tenured professor of Leadership and Public Policy in the area of Management, Human Resources and Information Systems within the Orfalea College of Business. If you choose to exercise those rights, you must inform the campus in a timely fashion, and they will be responsible for all costs associated with the appointment in future year(s). If you seek to move your retreat rights for a faculty appointment to another CSU campus, you will

Dr. Joseph I. Castro
February 22, 2022
Page 2 of 2

need to negotiate that directly with the campus interested in securing your appointment. The funding for any such appointment will be the responsibility of the host institution.

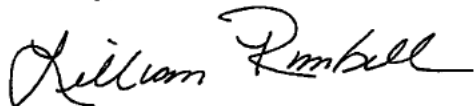
Regarding the possibility of engaging in FERP, you first need to be reassigned to a faculty position prior to going into the FERP to be eligible. FERP participation commences at the beginning of the campus academic year, and the period of employment during each campus academic year is determined by the president and specified in an appointment letter to you. The period of employment may be one academic term (not to exceed 90 workdays), or fifty percent of the employee's regular time-base in the year preceding retirement. A participant may be granted a reduction in time-base, and such reduction shall continue for the duration of the FERP appointment. This is handled on the campus so you will need to let the president and provost know to ensure you will be considered appropriately for a teaching appointment.

Well in advance of the time of your intent to retire from the CSU, you should contact CalPERS in order to arrange for your retirement benefits.

If you have any questions regarding matters in this correspondence, please contact Evelyn Nazario, Vice Chancellor for Human Resources, at enazario@calstate.edu or [REDACTED]. She is also the person this MPP position reports to for administrative purposes.

Joe, thank you for your continued efforts on behalf of the California State University in this transition period and best wishes in your future endeavors.

Sincerely,



Lillian Kimbell
Chair

c: CSU Board of Trustees
Evelyn Nazario, Vice Chancellor for Human Resources
Joan Torne, Associate Vice Chancellor & Chief of Staff, Human Resources

EXHIBIT G

September 9, 2022

Dr. Rafik Mohamed, Interim Provost and Vice President for Academic Affairs and
Dr. Kevin Grisham, Interim Associate Vice President, Faculty Affairs & Development

As members of the Palm Desert Campus (PDC) faculty (tenured, tenure-track, full-time and part-time) we are troubled by the increasing inequities that are impairing our ability to serve our students and hold true to the inclusive mission for the institution. To name a few, access and inclusion in faculty meetings, programming, campus policies, and resources have been made unevenly available to PDC faculty members. Though some faculty have had their needs met by meeting with their department chairs and college deans, it has become increasingly clear that the organizational structure or management of PDC has created gender and other inequities that are harming our community and unnecessarily curtailing our ability to serve our students. We believe the next best step to resolving the issue is to request a meeting with the Interim Provost and Interim Associate Provost, Faculty Affairs and Development to address the concerns mentioned below:

- 1. Recognize and include ALL faculty (both in rank and gender) who work at PDC as valued members of the PDC community**
- 2. Develop a strategic and equitable plan for addressing issues around space needs at PDC**
- 3. Address discrimination issues around gender and other types of bias that impact faculty and staff, and ultimately students**
- 4. Establish and *implement* an equitable PDC travel reimbursement policy**
- 5. Allow PDC faculty the ability to take part in PDC governance**
 - 5. Address inequities in faculty workload across disciplines and programs**
 - 6. Provide administrative and facilities support for PDC academic programs**
 - 7. Promote a campus culture that is inclusive of all voices and celebrates all students and their success.**

Faculty are profoundly dedicated to the proposition that the PDC plays an essential role in bringing a 4-year university experience to the Coachella Valley, especially for local students who have no other access to a university campus. We are deeply troubled by the deteriorating culture and administrative dysfunction present at the PDC today. In sum, critical communications appear haphazard or intentionally selective. Administrative support services are inconsistently managed and often appear to be in disarray. Recurrent faculty and staff issues are ineffectively addressed. The campus seems rudderless and void of leadership. We hope to meet with you directly to discuss these matters in more depth and detail.

Thank you,

In solidarity, the Faculty at the PDC