

JACKIE LACEY, District Attorney
County of Los Angeles
STANLEY P. WILLIAMS, State Bar No. 106658
Head Deputy District Attorney
CRAIG W. HUM, State Bar No. 126788
Assistant Head Deputy, Major Crimes Division
MARGUERITE RIZZO, State Bar No. 201798
Deputy District Attorney
210 W. Temple Street, 17-1140
Los Angeles, California 90012
(213) 974-3800

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiff,

v.

PATRICK HARRAN (7-13-69),

Defendant.

Case No. BA392069

DEFERRED PROSECUTION
AGREEMENT

THE PEOPLE OF THE STATE OF CALIFORNIA and Defendant Professor Patrick Harran ("Defendant Harran"), through his counsel Thomas P. O'Brien, hereby agree to continue this prosecution against Defendant Harran according to the terms of this Deferred Prosecution Agreement. Five (5) years subsequent to the execution of the Deferred Prosecution Agreement, after full compliance with the terms and conditions set forth herein, the People will move to dismiss with prejudice all filed charges in the criminal action, case number BA392069, against Defendant Harran in the furtherance of justice pursuant to Penal Code section 1385.

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1 **I. INTRODUCTION**

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3 1. This Deferred Prosecution Agreement is entered into between the Los Angeles
4 County District Attorney's Office ("LADA") and Defendant Harran. This Deferred Prosecution
5 Agreement binds the LADA and Defendant Harran upon the date of execution.

6 2. This Deferred Prosecution Agreement is executed in order to continue the LADA's
7 criminal prosecution of Defendant Harran in case number BA392069, filed on December 27,
8 2011, arising out of the work-related death of Ms. Sheharbano Sangji.

9 3. The LADA has determined that entering into this Deferred Prosecution Agreement
10 to continue the prosecution of Defendant Harran is appropriate and in the furtherance of justice
11 pursuant to Penal Code section 1385 in light of the following:

12 (a) Defendant Harran's acknowledgement of his position as Professor of Organic
13 Chemistry in the Department of Chemistry and Biochemistry at UCLA and Principal Investigator
14 in his organic chemistry laboratory in the Department of Chemistry and Biochemistry at UCLA.
15 As Principal Investigator, Defendant Harran acknowledges that he was the supervisor having
16 direction, management, and control of Sheharbano Sangji, who was employed as a research
17 associate in Defendant Harran's laboratory on December 29, 2008, as described in the Statement
18 of Facts set forth in Section II below.

19 (b) Defendant Harran's acknowledgement that he is committed to abiding by the remedial
20 actions taken by The Regents of the University of California ("The Regents") as detailed in the
21 Prosecution Enforcement Agreement (Cal/OSHA Administrative Enforcement Terms and
22 Conditions) entered into between the LADA and The Regents, executed on July 25, 2012.

23 4. This Deferred Prosecution Agreement shall have full force and effect upon the
24 execution of this Deferred Prosecution Agreement by the LADA and Defendant Harran (the
25 "Effective Date").

26 5. This Deferred Prosecution Agreement shall be effective and in place for five (5)
27 years from the Effective Date.

1 **II. STATEMENT OF FACTS AND PROCEDURAL HISTORY**

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3 For purposes of this Deferred Prosecution Agreement only, Defendant Harran does not
4 dispute the following alleged facts:

5 1. In this work-related case, Defendant Harran joined the faculty at UCLA in the
6 Department of Chemistry and Biochemistry in July 2008 as the inaugural D.J. & J.M. Cram Chair
7 in Organic Chemistry. In addition to his teaching duties, Defendant Harran managed and
8 supervised an organic chemistry research laboratory as the Principal Investigator.

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10 2. After applying to work as a research associate in Defendant Harran's laboratory
11 and being interviewed by Defendant Harran, Ms. Sheharbano Sangji accepted the position of
12 research associate in Defendant Harran's organic chemistry laboratory. Defendant Harran was
13 Ms. Sangji's direct supervisor. Ms. Sangji's first day as a research associate in Defendant
14 Harran's laboratory was October 13, 2008.

15 3. On December 29, 2008, Ms. Sangji was performing her duties in the laboratory as
16 a research associate. On that date, Ms. Sangji was in the process of transferring a highly
17 flammable chemical agent, tert-Butyllithium. [T]ert-Butyllithium is a pyrophoric agent (a
18 chemical that ignites when exposed to the atmosphere) which must be handled only by
19 experienced and properly trained personnel. While conducting a transfer of tert-Butyllithium, the
20 pyrophoric agent spilled from a syringe that Ms. Sangji was using to make the transfer. The tert-
21 Butyllithium spilled onto her hands, arms, and torso, and ignited. Ms. Sangji was not wearing a
22 lab coat and was burned on her hands, arms, and torso. On January 16, 2009, Ms. Sangji died
23 from injuries caused by those burns.

24 4. The Cal/OSHA administrative investigation of this matter began in 2009 following
25 Ms. Sangji's death. Following its administrative investigation, Cal/OSHA determined that,
26 pursuant to the California employee health and safety standards as set forth in the Labor Code and
27 the California Code of Regulations, Title 8, Defendant Harran had not adequately trained
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1 Ms. Sangji to work with tert-Butyllithium. Cal/OSHA further found that Defendant Harran did
2 not require appropriate personal protective equipment to be worn for the assigned laboratory
3 project and that he had not established standard operating procedures for transferring pyrophoric
4 agents. On December 27, 2011, after a review of the evidence collected by Cal/OSHA and a
5 further independent evaluation of the controlling law, the Consumer Protection
6 Division/Environmental Section of the Los Angeles County District Attorney's Office filed
7 charges against The Regents and Defendant Harran alleging three felony violations of California
8 Labor Code section 6425(a), specifically the willful violation of an Occupational Safety & Health
9 standard causing the death of an employee. The charges alleged that the defendants willfully:
10 (1) failed to train, supervise, or instruct Ms. Sangji in the proper handling and operating
11 procedures for working with chemicals in her work area; (2) failed to implement and maintain an
12 effective Injury and Illness Prevention Program that included methods and/or work procedures;
13 and (3) failed to require appropriate clothing be worn for the work being done. (California Code
14 of Regulations, Title 8, §§ 5191(f)(4), 3203(a)(6), and 3383(b).)

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16 5. On July 25, 2012, the LADA resolved the case against The Regents by entering
17 into a "Prosecution Enforcement Agreement." This Prosecution Enforcement Agreement
18 specified certain changes to University of California policy and required other changes in
19 behavior and training. In that agreement, the Regents acknowledged and accepted responsibility
20 for the conditions in the laboratory supervised by Defendant Harran. Upon execution of the
21 Prosecution Enforcement Agreement, the LADA dismissed all charges against The Regents
22 pursuant to Penal Code section 1385.

23 6. On September 5, 2012, the LADA filed an Amended Felony Complaint against
24 Defendant Harran alleging the following: Count 1, a violation of Labor Code § 6425(a), willful
25 violation of a standard or order causing death to an employee, specifically the violation of
26 California Code of Regulations, Title 8, § 5191(f)(4) (failure to provide hazardous chemical
27 safety training to employee); Count 2, a violation of Labor Code § 6425(a), willful violation of a
28 standard or order causing death to an employee, specifically the violation of California Code of

1 Regulations, Title 8, § 3203(a)(6) (failure to establish, implement, and maintain an effective
2 Injury and Illness Prevention Program); and Count 3, a violation of Labor Code § 6425(a), willful
3 violation of a standard or order causing death to an employee, specifically the violation of
4 California Code of Regulations, Title 8, § 3383(b) (failure to require body protection for
5 employees exposed to hazardous substances).

6 7. The preliminary hearing in this matter was held over six days in late 2012. On
7 April 26, 2013, after extensive briefing and oral argument, the court denied the defense motion to
8 dismiss the charges or to reduce the charges to misdemeanors.

9 8. On May 9, 2013, the LADA filed a four-count Felony Information. In addition to
10 the original charges, Count 4 alleged an additional violation of Labor Code § 6425(a), willful
11 violation of a standard or order causing death to an employee, specifically the violation of
12 California Code of Regulations, Title 8, § 3383(a) (failure to require body protection for
13 employees exposed to hazardous substances).

14 9. On August 26, 2013, the defense motion to dismiss the case pursuant to Penal
15 Code §995 was heard and denied. Additionally on August 26, 2013, the defense demurrer to the
16 felony information was heard and overruled. On or about October 24, 2013, Defendant Harran
17 filed a Petition for Writ of Mandate regarding the trial court's overruling of that demurrer. On or
18 about February 6, 2014, the Second Division of the California Court of Appeal ordered the
19 prosecution of Defendant Harran stayed pending opposition to that Petition from the People.
20 Subsequent Orders of the Court of Appeal resulted in the People's Opposition being due on April
21 9, 2014, with replies being due on April 30, 2014. On April 9, 2014, the People filed an
22 opposition to Defendant Harran's Petition. On May 14, 2014, the Court of Appeal granted
23 Defendant Harran's request for an extension of time to file a reply in support of the Petition.

1 **III. PROMISES AND OBLIGATIONS OF DEFENDANT PATRICK HARRAN**

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3 In consideration of the LADA's agreeing to continue the criminal action against him,
4 Defendant Harran knowingly, voluntarily, and with the advice of counsel agrees to the following
5 terms:

6 1. For purposes of this Deferred Prosecution Agreement only, Defendant Harran
7 acknowledges and accepts responsibility for the conditions under which the laboratory was
8 operated on December 29, 2008, as set forth above.

9 2. Neither Defendant Harran, nor any of his counsel or representatives, will make any
10 public statement denying responsibility for the conditions under which the laboratory was
11 operated on December 29, 2008.

12 3. Defendant Harran shall commit no violations of California Labor Code sections
13 6423, 6425, or any other violation of employee safety standards as defined in Title 8, and shall
14 obey all laws, orders, and directions of the court.

15 4. Defendant Harran shall continue to cooperate fully and actively with Cal/OSHA
16 regarding any alleged violation of Title 8 workplace health and safety rules.

17 5. Defendant Harran shall waive his right to a speedy trial. Defendant Harran shall,
18 on the record, waive the deadline for his trial to five (5) years and 90 days subsequent to the
19 execution of the Deferred Prosecution Agreement unless there is an agreement entered into by the
20 parties subsequent to the execution of the Deferred Prosecution Agreement to extend the trial
21 deadline.

22 6. Defendant Harran shall be required to provide compensation to Ms. Sangji's
23 family for economic losses due to medical and burial expenses in an amount established by court
24 order or agreement based on the amount of loss claimed by Ms. Sangji's family or any other
25 showing to the court.

26 7. **South Central Scholars.** South Central Scholars is a volunteer organization
27 which works with disadvantaged, highly-motivated inner-city high school students to assist these
28 students in succeeding in college and graduate school. South Central Scholars provides a wide

1 range of support for students. One of the programs offered is the USC-South Central Scholars
2 Summer Academy Program. This program is designed primarily for graduating high school
3 seniors who are transitioning into their first year of college. The seven week program currently
4 offers intensive college-level STEM (Science, Technology, Engineering, and Math) and college-
5 level reading and writing classes. To complete their mission of ensuring the students' success in
6 college, South Central Scholars continues to provide support to these students while they are
7 attending college. Through scholarships, internships, jobs, and mentorships, South Central
8 Scholars provides continuing assistance to its college level students, encouraging them to develop
9 their full potential.

10 (a) During the first year of the Deferred Prosecution Agreement (2014), defendant
11 Harran will be required to develop the curriculum for an organic chemistry preparatory course.
12 This course will be offered to current South Central Scholars college students who major in
13 biology, chemistry, "pre-med," or similar scientific disciplines. This course will be open to South
14 Central Scholars students currently enrolled in college. Defendant Harran will be required to
15 personally teach the organic chemistry course to those students who have enrolled in the course.
16 This organic chemistry will be taught on the UCLA campus during the first year of the Deferred
17 Prosecution Agreement, five days per week, four hours per day, for seven weeks during the
18 summer (from late June to mid-August). Each day the classroom component will consist of a
19 one-hour lecture, followed by a three-hour small group breakout session where defendant Harran
20 and the teaching assistants will facilitate problem solving. Defendant Harran will create
21 homework for students to complete each night. Defendant Harran will also create one diagnostic
22 exam which will be given to the students at the start of the course to assess baseline knowledge as
23 well as weekly quizzes and a final exam to measure improvement. Defendant Harran must secure
24 adequate classroom space on the UCLA campus for each day of class in year one, summer
25 2014. Defendant Harran will provide one graduate level teaching assistant for every eight students
26 enrolled in the course. These teaching assistants will participate in the course as additional
27 support for the students. Defendant Harran will also meet individually with students for
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1 additional academic and mentoring support as needed. Defendant Harran will research and
2 choose an organic chemistry textbook which will be purchased by South Central Scholars for
3 each student. Defendant Harran's presence and attendance will be monitored by South Central
4 Scholar staff members. Defendant Harran shall provide the LADA with a proposed curriculum
5 and syllabus of the organic chemistry course. Defendant Harran shall provide the LADA with
6 weekly summaries which detail those portions of the curriculum and syllabus covered with
7 students the previous week. The curriculum and syllabus are subject to approval by the LADA in
8 consultation with South Central Scholars.

9 (b) Defendant Harran will be required to teach the organic chemistry course each
10 summer for four additional years (summer 2015, summer 2016, summer 2017, and summer
11 2018). Classes for years two through five (summer 2015, summer 2016, summer 2017, and
12 summer 2018), will be held at either the UCLA campus or the USC campus, at the discretion of
13 South Central Scholars. All other terms and conditions related to Defendant Harran's obligations,
14 as detailed above, remain unchanged unless modified as described below.

15 (c) As part of the summer organic chemistry course, Defendant Harran shall schedule
16 two visits to research laboratories on the UCLA campus where the students will observe and
17 possibly participate in scientific experiments. Defendant Harran shall provide the names of the
18 Principal Investigators overseeing the laboratory and the agenda to the LADA. The schedule and
19 agenda are subject to approval by the LADA in consultation with South Central Scholars.

20 (d) If, at the discretion of South Central Scholars, the need for a general chemistry
21 course surpasses the need for the organic chemistry course, Defendant Harran will develop the
22 curriculum of a general chemistry course which will be offered as part of the STEM-based
23 Summer Academy courses at USC. This general chemistry course would replace the obligation
24 to teach organic chemistry in any given year. This course shall be offered to the students enrolled
25 in the South Central Scholars STEM Summer Academy course. If required to teach general
26 chemistry, Defendant Harran will personally teach the course to those students who have enrolled
27 in the course. He will also conduct the testing of the students. Defendant Harran will also meet
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1 individually with students and mentor them as needed. This general chemistry course will consist
2 of classroom time for three hours per day, five days per week, for seven weeks during the USC-
3 South Central Scholars Summer Academy Program. Defendant Harran's presence and attendance
4 will be monitored by South Central Scholars staff members who are on site at the USC campus
5 where the classes are taught. If required to teach general chemistry, Defendant Harran shall
6 provide the LADA with the proposed curriculum and syllabus of the general chemistry course.
7 Defendant Harran shall provide the LADA with weekly summaries which detail those portions of
8 the curriculum and syllabus that were covered with students the previous week. The curriculum
9 and syllabus are subject to approval by the LADA in consultation with South Central Scholars.

10 (e) The general chemistry course will also include at least two (2) scholastic field trips
11 to UCLA during the seven-week course. During these field trips, the students will be exposed to
12 laboratories and will observe and possibly participate in scientific experiments. Defendant
13 Harran shall provide the schedule and agenda of these scholastic excursions to the LADA. The
14 schedule and agenda of scholastic excursions to UCLA are subject to approval by the LADA in
15 consultation with South Central Scholars. Defendant Harran and/or UCLA shall bear the cost of
16 transportation, food, and other incidental costs associated with these excursions.

17 8. In the event that South Central Scholars is unable to fulfill its commitment to
18 provide a community service opportunity for defendant Harran for the entire five years, defendant
19 Harran is obligated to fulfill the remainder of that commitment through a community service
20 organization agreed upon by both parties. The inability of South Central Scholars to fulfill its
21 commitment shall not relieve defendant Harran of his remaining commitment to this component
22 of the community service obligation but shall not constitute a breach of the agreement by
23 defendant Harran.

24 9. In addition to his work with South Central Scholars, Defendant Harran will be
25 required to speak to all incoming UCLA students majoring in either chemistry or biological
26 sciences about the importance of laboratory safety as they embark upon their academic scientific
27 careers at UCLA, subject to reasonable limitations on time and location. In March and September
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1 of each year, Defendant Harran or a representative of The Regents will provide the LADA with a
2 comprehensive list of all introductory chemistry and biological science classes at which
3 Defendant Harran will speak.

4 10. Defendant Harran will perform 400 hours of **non-teaching** community service to
5 UCLA Hospital System / UCLA Health Services. This community service may be performed at
6 any time during the five (5) year Deferred Prosecution Agreement term.
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8 **IV. PROMISES AND OBLIGATIONS OF THE LADA**

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10 Upon execution of this Deferred Prosecution Agreement, the LADA agrees to continue
11 the criminal action against Defendant Harran, case BA392069, for five (5) years following the
12 execution of the Deferred Prosecution Agreement and subject to continued full compliance with
13 the promises and obligations set forth in this Deferred Prosecution Agreement.

14 The LADA will assist South Central Scholars in assessing the curriculum for the organic
15 chemistry, and if necessary, the general chemistry courses that will be developed by Defendant
16 Harran. All obligations and promises of Defendant Harran as set forth in section III, *infra*, are
17 subject to approval by the LADA in consultation with South Central Scholars.

18 Nothing in this Deferred Prosecution Agreement shall preclude or limit the LADA from
19 reinstating the criminal prosecution against Defendant Harran for failure to comply with the
20 promises and obligations set forth in the Deferred Prosecution Agreement, or for making false
21 statements, obstruction of justice, perjury, subornation of perjury, witness tampering, or aiding
22 and abetting or conspiring to commit such offenses, based on Defendant Harran's conduct in
23 performing obligations under this Deferred Prosecution Agreement.

24 Five (5) years following the execution of the Deferred Prosecution Agreement **AND**
25 Defendant Harran's full compliance with the promises and obligations as set forth in section III,
26 *supra*, the LADA will move to dismiss with prejudice all filed charges in the criminal action
27 against Defendant Harran, case number BA392069, in the furtherance of justice pursuant to Penal
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1 Code section 1385. The LADA further acknowledges that, five (5) years following the execution
2 of the Deferred Prosecution Agreement and Defendant Harran's full compliance therewith, the
3 LADA will not pursue any other criminal charge(s) or civil action arising out of the December 29,
4 2008 laboratory fire at UCLA.
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6 **V. BREACH OF THE DEFERRED PROSECUTION AGREEMENT**
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8 It shall constitute a breach of this Deferred Prosecution Agreement for Defendant Harran
9 to engage in conduct that constitutes a material failure to comply with any of the promises and
10 obligations set forth in the Deferred Prosecution Agreement. Failure to comply with the promises
11 and obligations set forth in the Deferred Prosecution Agreement may, at the discretion of the
12 LADA, result in recommencement of felony proceedings in this case against Defendant Harran.
13 The LADA shall confer with South Central Scholars prior to any decisions or determinations with
14 respect to an alleged breach of this Deferred Prosecution Agreement by Defendant Harran.
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16 In the event that the LADA preliminarily believes that Defendant Harran has breached the
17 Deferred Prosecution Agreement, the LADA shall provide Defendant Harran with written notice
18 of this preliminary belief. Defendant Harran will have 15 calendar days from the date appearing
19 on that written notice in which to make a presentation to the LADA to demonstrate that no breach
20 has occurred or that the breach has been cured. The LADA shall thereafter provide written notice
21 to Defendant Harran of their final determination regarding whether or not it will assert a breach
22 has occurred and has not been adequately cured.

23 Should the LADA determine that a breach has occurred and has not been adequately
24 cured, the LADA will advance the case and set a hearing in the trial court for a determination by
25 the court regarding whether or not a breach of the Deferred Prosecution Agreement has occurred.
26 If the court determines that a breach has occurred, the case will be set for trial within 90 days of
27 the determination that a breach has occurred unless a further continuance is agreed upon by the
28 parties.

1 **VI. OTHER PROVISIONS**

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3 1. Defendant Harran agrees that during the Deferred Prosecution Agreement term,
4 each March and September, Defendant Harran shall execute under penalty of perjury, and provide
5 to the LADA and the court, written documentation ("Progress Reports") detailing Defendant
6 Harran's compliance with the promises and obligations of the Deferred Prosecution Agreement.
7 This documentation shall include, but shall not be limited to, Defendant Harran's proposed
8 curriculum for the impending South Central Scholars chemistry course (March), and a summary
9 and evaluation of the most recently completed South Central Scholars chemistry course
10 (September).

11 2. The LADA will request that this court schedule semi-annual progress report
12 hearing dates following Defendant Harran's submission of the semi-annual Progress Reports.

13 3. This Deferred Prosecution Agreement is binding on Defendant Harran and the
14 LADA (see attached declaration).

15 4. All notices to Defendant Harran required or permitted by this Deferred Prosecution
16 Agreement shall be in writing and shall be delivered to the undersigned Counsel of Record,
17 Thomas P. O'Brien, for Defendant Harran, by first class, postage prepaid mail, and by facsimile
18 or electronic transmission effective in each case upon the later of the date of mailing or the date
19 of transmission. All notices to the LADA from Defendant Harran or his counsel of record shall
20 be in writing and delivered to both undersigned counsel for the People of the State of California
21 by first class, postage prepaid mail, and by facsimile or electronic transmission effective in each
22 case upon the later of the date of mailing or the date of transmission.
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24 **For the PEOPLE:**

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Craig W. Hum
Assistant Head Deputy
Major Crimes Division

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Marguerite F. Rizzo
Deputy-In-Charge
Forensic Science Section

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For Defendant Harran:

Patrick Harran
Defendant

Thomas P. O'Brien
Counsel for Defendant Harran

DATED: _____

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DECLARATION

1. This writing is meant to memorialize the entire Deferred Prosecution Agreement between Defendant Harran and the LADA. This agreement cannot be altered except by a writing signed by both parties.

2. Defendant Harran hereby acknowledges that he is represented by counsel Thomas P. O'Brien during the execution of the Deferred Prosecution Agreement, that counsel is physically present during the execution of this agreement, and that Defendant Harran has had an adequate opportunity to discuss with his counsel: (1) all the terms and conditions of the Deferred Prosecution Agreement; (2) any rights he may be giving up in executing the Deferred Prosecution Agreement, including but not limited to his right to a speedy trial; (3) the consequences of signing this Deferred Prosecution Agreement; and (4) any other factors he deems relevant to this agreement before signing and executing this Deferred Prosecution Agreement.

3. Defendant Harran hereby affirms that he is entering into this Deferred Prosecution Agreement knowingly, intelligently, freely, and voluntarily, without any duress, compulsion, or coercion of any kind.

4. Counsel for Defendant Harran hereby affirms that the foregoing Deferred Prosecution Agreement truly and accurately reflects the complete agreement between the parties, that he has advised Defendant Harran of the nature and consequences of this Deferred Prosecution Agreement, and that in his opinion Defendant Harran is entering into this agreement knowingly, intelligently, freely, and voluntarily.

5. Counsel for the People hereby affirm that the foregoing Deferred Prosecution Agreement truly and accurately reflects the complete agreement as between the parties.

For the PEOPLE:

Craig W. Hum
Assistant Head Deputy
Major Crimes Division

Marguerite F. Rizzo
Deputy-In-Charge
Forensic Science Section

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For Defendant Harran:

Patrick Harran
Defendant

Thomas P. O'Brien
Counsel for Defendant Harran

DATED: _____