



Civil Rights Department

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

KEVIN KISH, DIRECTOR

SETTLEMENT AGREEMENT

CRD Case Name: [REDACTED] / Los Angeles County Department of Children and Family Services, California State University Northridge, University of California, Berkeley, and California Social Work Education Center

CRD Case Number: [REDACTED] (FEHA)

CRD Case Name: [REDACTED] / Los Angeles County Department of Children and Family Services, California State University Northridge, University of California Berkeley, and California Social Work Education Center

CRD Case Number: [REDACTED] (Gov Code 11135)

In exchange for the promises and representations set forth herein, [REDACTED] ("Complainant") and Los Angeles County Department of Children and Family Services ("DCFS"), Board of Trustees of the California State University (on behalf of California State University, Northridge) ("CSU"), California Social Work Education Center ("CalSWEC"), and University of California, Berkeley ("Respondents") (collectively the "parties"), agree to resolve the above-listed complaints filed with the Civil Rights Department¹ ("CRD Complaints") pursuant to the following terms and conditions:

1. This Settlement Agreement ("Agreement") will take effect once it has been signed by all parties and an authorized CRD representative.
2. The parties intend and agree that this Agreement is binding and enforceable as permitted under law and that the terms are contractual and not mere recitals. As such this Agreement may be used as evidence if any party or CRD brings a proceeding to enforce this Agreement.
3. By signing this Agreement, no party is admitting liability, wrongdoing, or the truth of any facts alleged in the CRD Complaint.
4. In exchange for Complainant's promises in this Agreement (and as detailed in Appendix A, below), Respondents DCFS, CSU, and University of California, Berkeley agree:

¹ Prior to July 1, 2022, the Civil Rights Department ("CRD") was named the Department of Fair Employment and Housing ("DFEH"). Pursuant to Government Code section 11159 and Senate Bill 1316 (2022), the CRD has the same duties, powers, purposes, responsibilities, and jurisdiction as the former DFEH.

- a. County of Los Angeles to pay a settlement sum of \$205,000.00 as compensatory damages for emotional distress, attorneys fees, and other related injuries sustained by Complainant in connection with the cases referenced above.
- b. CSU to pay a settlement sum of \$10,000.00 in full, final, and complete settlement of all claims against it, including but not limited to those arising from or relating to the CRD Complaints.

Payment shall be wired to The Bloom Firm client trust account for [REDACTED] [REDACTED] per wire instructions to be separately emailed to Respondents' counsel. Prior to payment, the The Bloom Firm shall deliver a duly completed form W-9, State of California Vendor Data Record STD 204 and California form 590. County of Los Angeles acknowledges that its payment to Complainant made will be reported on IRS form 1099.

County of Los Angeles expressly acknowledges and agrees that its payment shall be delivered as soon as practicable following approval by the Los Angeles County Board of Supervisors (BOS) in the amount of \$205,000.00. County of LA pledges that best efforts will be made to expedite the approvals required to issue its payment.

Separate from the obligation of Respondent DCFS, a payment of \$10,000.00 shall be made by CSU within 30 calendar days of execution of this Settlement Agreement.

The parties acknowledge and agree that the CRD cases will remain pending in the Dispute Resolution Division until all payments are delivered as outlined herein and Complainant retains her right to pursue all legal remedies against DCFS in the event that the Los Angeles BOS denies the payment amount.

The agreements, representations, and obligations of the parties under this Agreement are several, and not joint, in all respects and no party shall be liable for any breach by any other party for that party's breach under the Agreement.

- c. Affirmative relief, which must include development of policies or practices to prevent future discrimination or harassment, is required. To that end, the terms and conditions set forth in the Affirmative Relief Obligations, attached hereto as Appendix A shall be considered material terms of this settlement agreement.
- d. Respondents CSU and UC Berkeley shall support and facilitate Complainant's Petition seeking a waiver of the remaining CalSWEC stipend and payments made by Complainant to date, the total value of which is \$18,500.00. As part of this, Complainant shall be reimbursed for all repayments made by her, which total \$11,577.00 as of April 2024.

- e. Upon completion of the terms above, each Respondent shall inform the CRD of compliance via e-mail addressed to DRDCompliance@calcivilrights.ca.gov.
 - f. To release and forego from bringing against Complainant, in state or federal court or before any state, local, or federal government entity, any potential claims under the Fair Employment and Housing Act the Americans with Disabilities Act and/or Title VII of the federal Civil Rights Act of 1964 that are based on or related to the allegations in the CRD Complaint arising through the date when this Agreement takes effect.
5. Complainant agrees to the following within 30 calendar days of receipt of the settlement funds outlined above in Section 4a:
- a. To request that the CRD dismiss Complainant's CRD Complaints.
 - b. To release and forego from bringing against any Respondent or any of Respondents' former or current officers, agents, or employees, in state or federal court or before any state, local, or federal government entity, any potential claims under the Fair Employment and Housing Act the Americans with Disabilities Act and/or Title VII of the federal Civil Rights Act of 1964 that are based on or related to the allegations in CRD Complaints 202303-19949314 (FEHA) and 202308-21735323 (Gov Code 11135) arising through the date when this Agreement takes effect.
6. This Agreement does not prohibit Complainant from testifying, assisting, or participating in an investigation, hearing, or proceeding conducted by any state, local, or federal governmental entity, or from helping other individuals to pursue their rights. In addition, nothing in this Agreement prevents the disclosure of factual information by either party as specified in California Code of Civil Procedure section 1001.
7. The existence, terms, and conditions of this Agreement and underlying factual information related to the CRD Complaint are not confidential, and the Agreement is a public record. The Parties therefore cannot control the CRD's disclosure of this Agreement or the information therein.
8. Notwithstanding Paragraph 7, the parties will maintain the confidentiality of the mediation process leading up to the execution of this Agreement as set forth in the Agreement to Mediate and Confidentiality Agreement that they previously signed.
9. In signing this Agreement, each party acknowledges that:
- a. They have carefully read and fully understand the provisions of this Agreement;

- b. The CRD and its agents and employees have not provided legal advice, tax advice, or advice concerning the impact of this Agreement on eligibility for public benefits;
- c. They understand they have the right to consult with an attorney, to seek tax advice, and to review this Agreement with an attorney, tax consultant, and/or benefits counselor prior to signing;
- d. They have knowingly and freely entered into this Agreement, without coercion; and
- e. They have the authority to bind the entity or individual on whose behalf they have signed.

10. This Agreement is the sole and entire Agreement between the parties and the CRD regarding the CRD Complaints and supersedes all prior agreements, negotiations, and discussions between them relating to the CRD Complaints. In signing this Agreement, the parties have not relied on any other promises, inducements, or representations, other than as expressly set forth in this Agreement.

11. CRD has been made aware that the parties intend to sign or have signed a separate agreement. The CRD is not a signatory to and has not approved any separate agreement or covenant between the parties. Should any term contained in the parties' separate agreement conflict with any term in this Agreement, this Agreement controls, and any conflicting terms in the parties' separate agreement are void and unenforceable.

12. This Agreement may only be modified in a subsequent written agreement signed by the parties and the CRD.

13. If any provision of this Agreement is held to be invalid and/or unenforceable, the remaining provisions of the Agreement will be considered valid and enforceable, as if the invalid and/or unenforceable portion did not exist.

14. If any party to this Agreement brings an action in court to enforce this Agreement, the prevailing party will be entitled to recover their reasonable attorneys' fees and costs, as determined by the court.

15. The parties agree and understand that the CRD has the authority to investigate compliance with this Agreement; to enforce the Agreement in court; or, in the event of breach of this Agreement by any of the parties, to reopen the CRD Complaint, continue its investigation, and pursue the CRD Complaint to the full extent of the CRD's legal authority.

16. Respondent acknowledges their affirmative duty under the Fair Employment and Housing Act not to discriminate, and that it is unlawful to retaliate against any person because that person has made a complaint, testified, assisted, or participated in any manner in a

APPENDIX A – AFFIRMATIVE RELIEF OBLIGATIONS

Los Angeles County:

1. Provide a declaration under penalty of perjury that LA County is no longer using the PEPO with CalSWEC apprentices and/or student interns.
2. Provide a declaration under penalty of perjury that LA County is evaluating the continued use of the PEPO for full time Social Work employees.

California State University, Northridge:

1. Provide all participating CalSWEC students information about the Petition process (including a link to the form) at the beginning of program participation;
2. Provide the Petition information and link a second time to students before the Monetary Repayment Agreement Form is completed;
3. CalSWEC's point of contact, as self-identified by CalSWEC, will be provided to all participating CalSWEC students, not just those that may wish to seek a waiver through the Petition process;
4. Create an internal process for the student to acknowledge receipt of the form/link;
5. Create a protocol that requires Project Coordinators to individually document options that have been discussed with students who fail to meet program requirements;
6. Report back to CRD via DRDCompliance@calcivilrights.ca.gov to verify that the above changes have been made.

University of California, Berkeley:

1. Confirm in writing that UC Berkeley will, as a part of its transition of program administration, share the below recommended changes to the Program Guide and CalSWEC Student Handbook with the CalSWEC leaders chosen to implement and/or administer the CalSWEC program in the 2024 – 2025.
2. Convey the following specific CRD recommendations:
 - a. Incorporate a requirement that Project Coordinators provide information about the Petition process (including a link to the form) to any students who may need to consider repayment, before the student is required to complete the Monetary Repayment Agreement Form;

- b. Make corresponding changes, as needed to the CalSWEC Program Guide to reflect that Project Coordinators should be providing students information about the Petition process (including a link to the form) as part of the first step of the Petition process;
 - c. Designate a point of contact within CalSWEC Central that students can access with questions about eligibility for the Petition process, the purpose of which is to ensure uniform responses (removing discretion of subcontracted schools and Project Coordinators);
 - d. Update the CalSWEC Title IV-E Petition Disability Justification Decision Tree in the CalSWEC Program Guide as needed to make clear that (1) it is the obligation of both parties to identify potential reasonable accommodations that would enable the Petitioner to perform essential functions, not solely the responsibility of Petitioner to request a specific reasonable accommodation; and (2) the Petition process should require documentation of which potential reasonable accommodations were discussed with the student during an interactive process with the subcontracted school.
 - e. Incorporate a segment into CalSWEC Central's trainings for Project Coordinators about Project Coordinators' obligations to inform students about the Petition process and CalSWEC Central contract person as set forth above;
3. Provide to CRD via DRDCompliance@calcivilrights.ca.gov a copy of correspondence in which the above enumerated recommendations were conveyed.

In reliance on the promises made by the parties in the foregoing Agreement, the CRD will terminate its investigation of and close CRD Cases [REDACTED] and [REDACTED], subject to the Department's authority to reopen the Complaint and/or bring an action to enforce this Agreement in the event of a breach. The CRD does not waive or limit its right to investigate or seek relief in any other charge against Respondent.

Dated: 5/8/2024

**Department Representative's Name & Job Title

Chhaya Malik, Deputy Director of Dispute Resolution

**Department Representative's Signature

Chhaya Malik

proceeding under the Fair Employment and Housing Act, the Equal Pay Act, or Title VII of the federal Civil Rights Act of 1964.

17. This Agreement shall be interpreted under the laws of the State of California.

18. This Agreement may be signed in duplicate originals, each of which will be treated as an original and equally admissible in evidence. A fax, electronic, or scanned signature has the same effect as the original.

Dated: 4/30/2024

[REDACTED]
Complainant Name
[REDACTED]
Complainant's Signature

Dated: _____

Los Angeles County Department of Children and Family Services

Respondent Name & Job Title (Print)

Respondent's Signature

Dated: _____

Board of Trustees of the California State University on behalf of California State University, Northridge

Respondent Name & Job Title (Print)

Respondent's Signature

Dated: _____

University of California Berkeley

Respondent Name & Job Title (Print)

Respondent's Signature

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Dated: _____

Complainant Name

Complainant's Signature

Dated: 05/02/24

Los Angeles County Department of Children and Family Services

Respondent Name & Job Title (Print)

Respondent's Signature

Dated: _____

Board of Trustees of the California State University on behalf of California State University, Northridge

Respondent Name & Job Title (Print)

Respondent's Signature

Dated: _____

University of California Berkeley

Respondent Name & Job Title (Print)


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Complainant Name

Complainant's Signature

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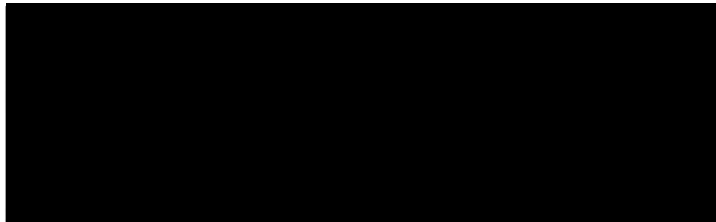
Los Angeles County Department of Children and
Family Services

Respondent Name & Job Title (Print)

Respondent's Signature

Dated: April 30, 2024

Board of Trustees of the California State University
on behalf of California State University, Northridge



Respondent's Signature

Dated: _____

University of California Berkeley

Respondent Name & Job Title (Print)

Respondent's Signature

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Dated: _____



Complainant Name

Complainant's Signature

Dated: _____

Los Angeles County Department of Children and
Family Services

Respondent Name & Job Title (Print)

Respondent's Signature

Dated: _____

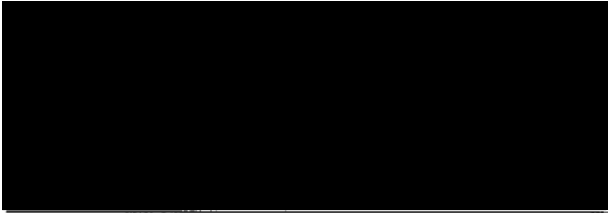
Board of Trustees of the California State University
on behalf of California State University, Northridge

Respondent Name & Job Title (Print)

Respondent's Signature

Dated: 4/30/2024

University of California Berkeley



Respondent's Signature