

**Civil Rights Department**

651 Bannan Street, Suite 200 | Sacramento | CA | 95811

1-800-884-1684 (voice) | 1-800-700-2320 (TTY) (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov**SETTLEMENT AGREEMENT — Employment****CRD Case Number:** [REDACTED]**Complainant:**
[REDACTED]**Respondent:**

American Career College, Inc.

This Settlement Agreement (“Agreement”) is a three-way agreement made and entered into by and among: [REDACTED] (“Complainant”); American Career College (“Respondent”); and the California Civil Rights Department (“CRD” or “Department”) (collectively, “Parties”, or referred to individually herein as “Party”). In exchange for the promises and representations set forth herein, the Parties agree to settle the investigation of CRD matter [REDACTED] v. American Career College, CRD Matter No. [REDACTED], that resulted in the Department’s finding of cause on April 18, 2025 (the “CRD Matter”), pursuant to the following terms and conditions:

1. This Agreement is voluntarily entered into by all the above-listed Parties.
2. “Effective Date”: This Agreement will take effect once it has been signed by all Parties and the Complainant’s right to revoke the waiver of claims under the federal Age Discrimination in Employment Act (“ADEA”), as provided in Paragraph 8 has expired.
3. In consideration of Respondent’s promises in this Agreement, including specifically the promises in Paragraphs 5 and 6 of this Agreement, Complainant agrees to release, up to the Effective Date, Respondent from any and all claims alleged in the CRD Matter.
4. In consideration for Respondent’s promises in this Agreement, CRD and Complainant agree to not institute any action, either together or separately, in state or federal court, or before any local, state, or federal government entity, that arises out of the alleged unlawful acts and/or omissions of Respondent or any of Respondent’s agents, employees, or representatives, as alleged or investigated in the CRD Matter. This Paragraph is subject to CRD’s rights under Paragraphs 12 and 13 below.
5. In exchange for Complainant’s promises in this Agreement, Respondent agrees:
 - a. That within fourteen (14) days of the Effective Date of this Agreement, it will pay a total settlement sum to Complainant in the amount of Sixty-Three Thousand and

Five Hundred Dollars and no cents (\$63,500.00). The payment will be made as follows:

- i. One check for lost wages in the amount of Fifteen Thousand Dollars (\$15,000) less payroll deductions;
 - ii. One check for emotional distress damages in the lump sum amount of Forty-Eight Thousand and Five Hundred Dollars (\$48,500);
 - iii. All checks will be made payable to "[REDACTED]" and sent by overnight tracked shipment to: [REDACTED] CA [REDACTED]. The tracking number for the overnight mailing will be provided to Mamta Ahluwalia at email mamta.ahluwalia@calcivilrights.ca.gov.
 - b. Complainant agrees to deliver concurrently with the signing of this Agreement duly executed IRS form W-9 and understands that Respondent cannot issue the settlement check until it receives said executed forms, and that the 14-day time period to issue said check shall not run until the executed forms are provided to Respondent.
 - c. Complainant understands and acknowledges he is solely responsible for any and all obligations, including taxes, that may be owed by him as the result of consideration received under Paragraph 5 and that the Respondent, its current and former employees, representatives, and other related agents will be held harmless for the same.
6. In addition, Respondent agrees to implement and comply with the terms as set forth in **Appendix A**, attached hereto, and incorporated fully into this Agreement.
7. Except as provided for in Paragraph 13, the Parties shall each bear their own costs and attorneys' fees incurred.
8. Acknowledgment of Waiver of Claims under ADEA. This Agreement is intended by the parties to release and discharge any and all claims of Complainant against Respondent as alleged in the CRD Matter, including, but not limited to, any claims arising under the Age Discrimination in Employment Act, 29 U.S.C. section 621, et seq. It is the intent of Complainant and Respondent that this Agreement satisfy the requirements of the Older Workers' Benefit Protection Act, 29 U.S.C. section 626(f), for a valid waiver. The following general provisions, along with the other provisions of this Agreement, are agreed to for this purpose:

- a. Complainant acknowledges and agrees that he has read and understands the terms of this Agreement;
 - b. Complainant acknowledges that he has been advised in writing to consult with an attorney before executing this Agreement; that he has obtained and considered such legal counsel as he deems necessary; and that he is entering into this Agreement freely, knowingly and voluntarily;
 - c. Complainant acknowledges that Complainant has been given at least twenty-one (21) days in which to consider whether or not to enter into this Agreement; provided however, that if Complainant chooses to sign this Agreement before the end of this 21-day period, Complainant acknowledges that he does so knowingly and voluntarily and waives any claim that Complainant was not given the full 21 days to consider whether to sign this Agreement or did not use the entire period of time available to consider this Agreement or to consult with an attorney. Complainant agrees that any modifications, material or otherwise, made to this Agreement do not restart or affect in any manner the original 21-day consideration period;
 - d. This Agreement shall not become effective or enforceable until the eighth (8) day after Complainant signs this Agreement. In other words, Complainant may revoke his acceptance of this Agreement within seven (7) days after the date Complainant signs it. Complainant's revocation must be in writing and must be received by **Scott Casanover, General Counsel of West Coast University, Inc., 151 Innovation Drive, Irvine, California 92617**, within the seven (7) day period in order to be effective. If Complainant does not revoke acceptance within the seven (7) day period, Complainant's acceptance of this Agreement shall become binding and enforceable on the eighth day following Complainant's signature (the "Effective Date"). In the event Complainant revokes this Agreement during the revocation period described above, this Agreement, including but not limited to the obligation of Respondent to make the payments described to Complainant in paragraph 5 above, shall automatically be deemed null and void.
9. 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.
 10. 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.
 11. The Parties acknowledge that this Agreement represents the sole and entire Agreement between the parties and supersedes all prior agreements, negotiations, and discussions

among them and/or their respective counsel with respect to the above-referenced CRD Matter. In signing this Agreement, the Parties agree that they have not relied on any other promises, inducement, or representations, other than as expressly set forth herein. This Agreement may only be modified in a writing signed by all Parties.

12. The Parties acknowledge that the CRD does not waive its right to process any other complaints against Respondent by any other person. The CRD's participation in this Agreement is limited to the particular factual allegations of the underlying CRD Matter. CRD does not, nor is it able to, waive the rights of any other person who may want to file a complaint of discrimination against Respondent. Nor is CRD waiving its right to initiate a Director's Complaint based on allegations that are unrelated to any claims released pursuant to Paragraph 4 above.
13. Should any party fail to comply with its obligations under this Agreement, in whole or in part, in any action or proceeding brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs. In addition, 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, and pursue the CRD Complaint to the full extent of the CRD's legal authority.
14. Nothing in this Agreement shall be construed as an admission by Respondent of any misconduct, nor shall compliance with this Agreement constitute or be construed as an admission by Respondent of any misconduct or its agreement with any findings by the CRD to date. This Paragraph shall not, however, diminish or otherwise affect Respondent's obligations, responsibilities, and duties under this Agreement.
15. Nothing in this Agreement, whether express or implied, is intended to or shall (a) confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties hereto and their respective successors and assigns; (b) relieve or discharge the obligation or liability of any third person to any Party hereto, or (c) give any third person any right of subrogation or action against any Party to this Agreement.
16. In signing this Agreement, the Parties acknowledge that neither CRD nor any of its agents or Complainants has served as an attorney or a tax advisor to any party. The Parties further acknowledge that each party has the right to seek tax advice or advice related to how this settlement will affect any public benefits, and to review this Agreement with an attorney or tax consultant, prior to signing.
17. If any provision of this Agreement is held to be invalid and/or unenforceable, the Agreement shall be considered as if the invalid and/or unenforceable portion did not exist, with all remaining portions considered valid and enforceable.

18. This Agreement shall be construed and enforced pursuant to the laws of the State of California.
19. The Parties acknowledge that the terms of this Agreement are contractual in nature and are not merely recitals.
20. The Parties represent and acknowledge that they have had an opportunity to be represented by legal counsel of their own choice throughout all of the negotiations which preceded this Agreement in connection with the negotiation, preparation, and execution of this Agreement.
21. The Parties acknowledge that: (a) they have read and fully understand all the provisions of this Agreement; (b) they are voluntarily entering into this Agreement, without coercion; (c) they have entered into this Agreement based on their own judgment; and (d) they have not relied upon any representations or promises made by the other parties other than those contained herein.
22. This Agreement may be executed in counterparts and facsimile, e-mail and photocopies shall be deemed as originals for the purposes of this Agreement. To the extent any of the undersigned individuals is signing on behalf of a Party, that individual hereby certifies that he or she has full authority to enter into this agreement for the Party on whose behalf he or she has signed and agreed. This document may be executed in duplicate originals, each of which shall be equally admissible in evidence.

Dated: 07/11/2025

[Redacted]

Complainant Name

[Redacted]

Complainant's Signature

Dated: 07/11/2025

American Career College, Inc. – by and through Scott

Casanover

Respondent

[Redacted]

Respondent's Signature

Dated: 07/11/2025

Mamta Ahluwalia

CRD Representative

Mamta Ahluwalia

CRD Representative's Signature

Appendix A Affirmative Relief Terms

Respondent agrees to the following:

1. Within 45 Calendar days of the execution of this agreement, Respondent will modify its policies, practices, and/or procedures relating to its use and review of applicants' conviction histories to comply with the provisions of the Fair Chance Act, Government Code Section 12952 and California Code of Regulations, title 2, section 11017.1 and will provide CRD with a copy of the new or modified policies for review, delivered via email to Mamta Ahluwalia at mamta.ahluwalia@calcivilrights.ca.gov.
2. The modified policies, practices and/or procedures shall include the following:
 - a. Respondent will not inquire into or consider the conviction history of the applicant, including any inquiry about conviction history on any employment application, until after it has made a conditional offer of employment to the applicant.
 - b. Respondent will not consider any criminal history it is prohibited from considering under Government Code section 12952, subdivision (a)(3).
 - c. If Respondent intends to deny an applicant a position of employment solely or in part because of the applicant's conviction history, Respondent shall make an individualized assessment of whether the applicant's conviction history has a direct and adverse relationship with the specific duties of the job that justify denying the applicant the position, which shall include consideration of (i) The nature and gravity of the offense or conduct; (ii) The time that has passed since the offense or conduct and completion of the sentence; (iii) The nature of the job held or sought.
 - d. If, after conducting a preliminary individualized assessment, Respondent makes a preliminary decision that the applicant's conviction history disqualifies the applicant from employment, it shall provide applicants with written notification of that decision, and such written notification shall include the following information: (i) notice of the specific disqualifying conviction or convictions that are the basis for the preliminary decision to rescind the job offer; (ii) a copy of the conviction history report, public records, or any other writing containing information related to the conviction history that was utilized or relied upon in making the preliminary decision to rescind the job offer; (iii) an explanation of the applicant's right to respond to the notice of the preliminary decision before the decision becomes final with submission of evidence challenging the accuracy of the conviction history report that is the basis for rescinding the job offer, evidence of rehabilitation or mitigating circumstances, or both; (iv) notice that the applicant shall have at least five business days from receipt of the pre-adverse action notice to respond to the notice of the preliminary decision before a final decision can be made, and that if, within the five business days, the applicant notifies the

- employer in writing that the applicant disputes the accuracy of the conviction history report that was the basis for the preliminary decision to rescind the offer, then the applicant shall have five additional business days to respond to the notice; (v) clear and detailed instructions regarding of where and how to submit a response to the pre-adverse action notice.
- e. Respondent shall consider information submitted by the applicant in response to the notice of its preliminary decision before making a final decision by conducting a second individualized assessment in the manner prescribed in the Fair Chance Act and California Code of Regulations, title 2, section 11017.1.
 - f. Respondent shall not consider conviction history older than 7 years, as per the requirements of the California Investigative Consumer Reporting Agencies Act, Civil Code section 1786 et seq.
 - g. If the Respondent makes a final decision to deny an applicant employment solely or in part because of an applicant's conviction history, Respondent shall notify the applicant in writing of the following: (a) the final denial or disqualification; (b) any existing procedure Respondent has for the applicant to challenge the decision or request reconsideration; and (c) the applicant's right to file a complaint with the Civil Rights Department regarding the final decision.
3. Respondent will provide its staff and any other personnel or contractors involved in the hiring or decision-making process as it relates to criminal history information, at least two hours of training on the Fair Chance Act by October 1, 2025 and on a yearly basis for the next one year.
- a. A copy of the training materials will be provided to CRD for review by emailing them to mamta.ahluwalia@calcivilrights.ca.gov by September 1, 2025 for the first year, and by September 1 of the following year.
 - b. Respondent will ensure the training includes the examples of rehabilitation and mitigation evidence listed in Cal. Code Regs., tit. 2, § 11917.1, subd. (c)(2)(D)(i)-(ii) and the information that employers are prohibited from requiring detailed in Cal. Code Regs., tit. 2, § 11917.1, subd. (c)(2)(D)(iii).
 - c. Respondent shall provide verification to CRD that its training obligations have been satisfied.
 - d. The verification shall be reported to CRD by November 15, 2025 for the first year, and by November 15 of the subsequent one year.
 - e. The verification set forth above shall include the names and titles of Respondent's representatives who received the training during the applicable year.
4. Monitoring: On an annual basis from the Effective Date of the Agreement, for a period of two years, Respondent shall provide a report to CRD containing the information in items (a) through (h) below for each instance in which an applicant was denied a job opportunity or had his/her conditional offer revoked based, in whole or in part, on their criminal history.
- a. Name of Applicant;

- b. Job Title and Duty Statement;
 - c. The alleged disqualifying conviction or convictions;
 - d. Whether the applicant provided any mitigation or rehabilitation evidence or additional information in response to the preliminary decision;
 - e. Whether the applicant disputed the accuracy of the criminal history report;
 - f. A summary of the individualized assessment or decision-making process in making a final decision to deny hire or promotion.
 - g. The pre-adverse action notice
 - h. The final disqualification notice.
5. The annual reports in Paragraph 4 of this Appendix above will be delivered to the CRD via email to Mamta Ahluwalia (mamta.ahluwalia@calcivilrights.ca.gov) by September 1, 2026 for the first year, and by September 1, 2027 for the second year of monitoring.