



Civil Rights Department

651 Bannon 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

KEVIN KISH, DIRECTOR

SETTLEMENT AGREEMENT – Employment

CRD Case Number: [REDACTED]
EEOC Case Number: N/A

Complainant(s):
[REDACTED]

Respondent(s):
City of Signal Hill

In exchange for the promises and representations set forth herein, [REDACTED] ("Complainant(s)") and City of Signal Hill ("Respondent(s)") (collectively the "parties"), agree to resolve the above-listed complaint filed with the Civil Rights Department ("CRD Complaint")¹ pursuant to the following terms and conditions:

1. This 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 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, Respondent agrees:

- a. Complainant will be paid the total gross sum of Ninety-Three Thousand Dollars and Zero cents (\$93,000.00), which will be paid in compensation for Complainant's alleged non-economic damages and attorneys' fees regarding allegations in the complaint by check payable to "Law Offices of Jeremy Pasternak, A.P.C Client Trust Account" and delivered via overnight mail to 100 Bush St., Suite 1580, San Francisco, CA 94104 within thirty (30) calendar days of the Effective Date, provided Complainant and

Complainant's attorney has completed and returned to Respondent a fully executed IRS Form W-9;

b. As affirmative relief:

- 1) Within 90 calendar days of the execution of this agreement, Respondent will update its preliminary and final adverse action notices and 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 updated notices and modified policies for review, delivered via email to Victoria Ellis at victoria.ellis@calcivilrights.ca.gov and crdlegalmgr@calcivilrights.ca.gov.
- 2) The modified policies, practices and/or procedures shall require Respondent to 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.
- 3) Respondent will provide its staff and any other personnel or contractors involved in the hiring or decision-making process (City Manager, Deputy City Manager, Department Directors and Human Resources Personnel) as it relates to criminal history information, at least one hour of training on the Fair Chance Act by December 31, 2026 and on a yearly basis for the next one year.
 - i. A copy of the training materials will be provided to CRD for review by emailing them to victoria.ellis@calcivilrights.ca.gov by September 15, 2026 for the first year, and by September 15 of the following year.
 - ii. Respondent will ensure the training includes the examples of rehabilitation and mitigation evidence listed in Cal. Code Regs., tit. 2, § 11017.1, subd. (c)(2)(D)(i)- (ii) and the information that employers are prohibited from requiring

detailed in Cal. Code Regs., tit. 2, § 11017.1, subd. (c)(2)(D)(iii).

- iii. Respondent shall provide verification to CRD that its training obligations have been satisfied.
 - iv. The verification shall be reported to CRD by December 31, 2026 for the first year, and by November 31 of the subsequent year.
 - v. The verification set forth above shall include the names and titles of Respondent's representatives who received the training during the applicable year.
- 4) On an annual basis from the Effective Date of the Agreement, for a period of one year, Respondent shall provide a report to CRD containing the information in items (i) through (vii) 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. Nothing in this paragraph applies to jobs that are exempted under the Fair Chance Act.
- i. Anonymized identification number;
 - ii. Job Title and Duty Statement;
 - iii. The alleged disqualifying conviction or convictions;
 - iv. Whether the applicant provided any mitigation or rehabilitation evidence or additional information in response to the preliminary decision;
 - v. Whether the applicant disputed the accuracy of the criminal history report;
 - vi. The pre-adverse action notice;
 - vii. The final disqualification notice.

- 5) The annual reports in Paragraph 4 of this Appendix above will be delivered to CRD via email to victoria.ellis@calcivilrights.ca.gov and crdlegalmgr@calcivilrights.ca.gov by June 30, 2026, for the first year, and by June 30, 2027, for the second year of monitoring.
 - c. Within 180 days of the date when this Agreement takes effect, to inform the CRD that Respondent has satisfied the promises set forth in this Paragraphs 4.a. and 4.b.1 through 4.b.3. Respondent will inform the CRD of compliance via e-mail addressed to DRDCompliance@calcivilrights.ca.gov. 4.b.4 and 4.b5 shall be monitored as noted in those paragraphs by CRD Legal.
 - d. 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 related to the allegations in the CRD Complaint arising through the date when this Agreement takes effect.
5. In exchange for Respondent's promises in this Agreement, Complainant agrees:
- a. To the closure of the CRD Complaint.
 - b. To release and forego from bringing against Respondent or any of Respondents' former or current officers, elected officials, 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 that are based on or related to the allegations in the CRD Complaint 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 document.

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 Complaint and supersedes all prior agreements, negotiations, and discussions between them relating to the CRD Complaint. 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. However, the 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.

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

12. 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.

13. 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.

14. 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, and after first providing Respondent with notice and an opportunity to cure, to reopen the CRD Complaints, continue its investigation, and pursue the CRD Complaints to the full extent of the CRD's legal authority.

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

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

17. 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.

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Employment Settlement Agreement
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Dated: 5/29/2026

[Redacted]

Complainant Name

Signed by

[Redacted]

Complainant's Signature

Dated: 06/01/26

City of Signal Hill

Carlo Tomaino, City Manager

[Redacted]

for City Manager Carlo Tomaino

Respondent's Signature

In reliance on the promises made by the parties in the foregoing Agreement, the CRD will terminate its investigation of and close CRD Case [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: 6/4/2026

Chhaya Malik, Deputy Director of Dispute Resolution

**Department Representative's Name & Job Title

Chhaya Malik

**Department Representative's Signature