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FILED
Superior Court of California
County of Los Angeles

SEP 20 2016

Sherri R. Carter, Executive Officer/Clerk
By Raul Sanchez Deputy
Raul Sanchez

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF LOS ANGELES

12 ANITA BRALOCK,

13 Plaintiff,

14 v.

15 AMERICAN UNIVERSITY OF HEALTH
16 SCIENCES, INC., a California Corporation;
17 GREGORY JOHNSON, and Individual; and
18 DOES 1-50, inclusive,

19 Defendants.

Case No. BC614955

17-56

**PLAINTIFF'S VERIFIED FIRST
AMENDED COMPLAINT FOR
DAMAGES:**

- 1) VIOLATION OF TITLE IX;
- 2) VIOLATION OF LABOR CODE §1102.5;
- 3) HARASSMENT/HOSTILE WORK ENVIRONMENT
- 4) DISCRIMINATION;
- 5) VIOLATION OF CALIFORNIA FAMILY RIGHTS ACT;
- 6) RETALIATION;
- 7) FAILURE TO PREVENT;
- 8) NEGLIGENT SUPERVISION, HIRING AND RETENTION;
- 9) DEFAMATION; AND
- 10) WRONGFUL DISCHARGE IN VIOLATION OF PUBLIC POLICY.

DEMAND FOR JURY TRIAL

1 Plaintiff, DR. ANITA BRALOCK, Ph.D., respectfully submits the instant Complaint for
2 damages and Demand for Jury Trial and alleges as follows:

3 **PARTIES AND JURISDICTION**

4 1. Plaintiff, ANITA BRALOCK (hereafter "BRALOCK" or "Plaintiff"), was at all
5 times relevant to this action, a member of the faculty, employee, and wrongfully terminated
6 employee of Defendant AMERICAN UNIVERSITY OF HEALTH SCIENCES, INC. (hereafter
7 "AUHS" or "Defendant"). While employed by AUHS, and at all times relevant to this action,
8 Plaintiff worked in Los Angeles County.

9 2. Defendant AUHS was, at all times relevant to this action, a California Corporation
10 doing business in Los Angeles County. The unlawful acts alleged herein occurred in Los Angeles
11 County, California. AUHS employs more than five employees.

12 3. Plaintiff is informed and believes and thereupon alleges that at all times relevant
13 hereto, Defendant GREGORY JOHNSON ("Johnson") is an individual residing in the Los
14 Angeles, State of California.

15 4. Plaintiff was an employee of AUHS located at 1600 East Hill Street, Signal Hill,
16 CA 90755. AUHS sits on six acres and occupies a 72,000 square foot complex. AUHS is a
17 private, for profit, postsecondary education institute created to provide education for students
18 interested in a career in healthcare. AUHS was established in 1994 by Kim Dang, Interim
19 President, and Pastor Gregory Johnson, Chief Operating Officer (COO). Johnson and Dang are
20 husband and wife. Johnson and Dang were at all times a "supervisor" as defined by Government
21 Code §12926(r).

22 5. In 2003, the AUHS was established as a corporation and achieved Accrediting
23 Council for Independent Colleges and Schools (ACICS) accreditation.

24 6. AUHS has over 48 faculty and admits over 353 students. AUHS receives both
25 federal and state funding. In April 2013, the Office of Civil Rights (OCR) issued a letter to all
26 recipients of federal funding specifically outlining the provisions against retaliation in relation to
27 Title IX. A true and correct copy of the OCR letter is attached hereto as Exhibit 1.

7. Plaintiff is ignorant of the true names and capacities of the Defendants sued herein as DOES 1 through 50. Defendants Does 1 through 50 are sued herein under fictitious names pursuant to California Code of Civil Procedure Section 474. Plaintiff is informed and believes, and on that basis alleges, that each Defendant sued under such fictitious names is in some manner responsible for the wrongs and damages as alleged herein. Plaintiff does not at this time know the true names or capacities of said Defendants, but prays that the same may be inserted herein when ascertained.

8. At all times relevant, each and every Defendant was an agent and/or employee of each and every other Defendant. In doing the things alleged in the causes of action stated herein, each and every Defendant was acting within the course and scope of this agency or employment, and was acting with the consent, permission, and authorization of each remaining Defendant. All actions of each Defendant as alleged herein were ratified and approved by every other Defendant or their officers or managing agents.

STATEMENT OF FACTS

9. DR. BRALOCK is a 59 year old woman. She has been a licensed Registered Nurse ("RN") since January 1982. Prior to being a licensed RN, BRALOCK obtained her Associate of Science Degree from Highland Park College. She thereafter attended Chapman University where she obtained her Bachelors of Science Degree. She also attended University of California, Los Angeles, where she obtained her Masters and Doctor of Philosophy degrees in Nursing. Dr. Bralock's primary focus has been in education since approximately 1991. She has taught various nursing classes throughout her career, culminating in her advancement to the administrative level as a Professor and Dean of nursing schools. Plaintiff's employment with AUHS commenced in June 2010, where she served in the role as a Professor, Associate Dean, and Dean of the Nursing School.

10. AUHS is accredited by ACICS and is required to comply with Title IX. ACICS is the largest national accrediting organization of degree granting institutions, and accredits institutions that offer programs in professional, technical, and occupational fields such as AUHS.

09:21:2016

1 ACICS is one of two national accreditors recognized by both the U.S. Department of Education
2 and the Council for Higher Education Accreditation. The U.S. Department of Education
3 determines institutional eligibility to participate in federal financial aid offered to students and
4 enforces regulations governing the adherence to federal student financial aid programs. The
5 Department relies on the accreditation of the institutions to determine institutional eligibility.

6 11. In or around 2007, AUHS began efforts to obtain an accreditation from Western
7 Association of Schools and Colleges (WASC). WASC is recognized by the U.S. Department of
8 Education as certifying institutional eligibility for federal funding in a number of programs,
9 including student access to federal financial aid. All California colleges and universities,
10 including community colleges, have WASC accreditation. WASC accreditation is considered
11 more valuable than ACICS accreditation for various reasons.

12 12. Johnson wanted BRALOCK to disregard various rules and laws surrounding her
13 role as Dean, including the non-compliance by AUHS with the policies governing educational
14 institutions, including those required by accrediting agencies. There were issues with Johnson
15 and Dang admitting students who did not meet the admissions criteria. The student's admissions
16 scores were not high enough, but Johnson and Dang would still admit the students. BRALOCK
17 was told "not to worry about who gets in, just worry about who gets out." Thus, BRALOCK was
18 required to issue conditional admissions to students who she believed did not meet admissions
19 criteria. This translated to more profits for AUHS.

20 13. Johnson controlled the curriculum at AUHS, not having the educational
21 background necessary to do so. Johnson ran the academics at AUHS and faculty could not
22 function independently, despite Johnson lacking the academic background and expertise of the
23 faculty. AUHS was lacking skills laboratory instructors, in addition to a curriculum with medical
24 surgical content and clinical hours. There were inefficient resources such as insufficient library
25 books, and old and outdated texts.

26 14. Johnson was strong willed, sought to disregard policies, and insisted AUHS was
27 his school and he could do as he wished. Johnson would often tell Plaintiff "this is my school and
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1 I can do whatever I want.” Johnson was a Board member and owner of AUHS, and had hired Dr.
2 Joyce Newman Giger, EdD. to be the President of the AUHS. However, WASC determined that
3 Johnson could not be above Giger in the organizational structure and decision making. WASC
4 determined that Johnson could not be the Chief Executive Offer, Chief Operating Officer, and
5 Vice President, and that there was a conflict of interest that he was Giger’s supervisor and
6 employee. Johnson had no college degree, and both Johnson and his wife, Kim Dang, only held
7 honorary degrees from universities, without the academic background or skill set to teach courses
8 or make decisions on how courses are taught. Johnson and Dang wanted to be called “Dr.”, but
9 WASC and ACICS determined that Johnson and Dang are not real “Drs.” and could not use that
10 title of distinction without the educational background and credentials to use them. Ultimately,
11 WASC did not provide AUHS with accreditation, despite Johnson’s urging for AUHS to obtain
12 WASC accreditation so that AUHS could be marketed as a school where students who attended
13 could transfer to other schools and it would be easier for AUHS to obtain grant money.

14 15. WASC issued a letter stating that Johnson could no longer work at AUHS, and that
15 he could only be a Board Member as of January 1, 2016 because WASC would not accredit
16 AUHS unless Johnson complied. Johnson wrote back to WASC stating that he would leave the
17 school by January 1, 2016. However, Johnson never left AUHS.

18 16. When the WASC representatives came out to meet with AUHS faculty on April 2,
19 2015, Plaintiff learned after the visit that AUHS did not receive accreditation. Johnson was angry
20 and told Giger that he did not want WASC representatives meeting with faculty and staff anymore
21 because of the failed accreditation. However, WASC representatives praised the nursing school.
22 Giger assured Plaintiff that Johnson could no longer hire or fire faculty, that “He was put out of
23 the building by WASC.” WASC during their AUHS site visit had made findings acknowledging
24 that AUHS resources were extremely limited.

25 17. Johnson threatened Plaintiff that anything she said about him would come back to
26 him because “every Asian staff member was loyal to [Johnson] and [Ms. Kim].” According to
27 the organizational chart, Plaintiff was to report to the Provost and not Johnson, but despite the
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1 written organizational chart, Johnson refused to abide by it and dealt as he wished in the operation
2 of the school. There were certain meetings required by all Deans of California educational
3 institutions such as AUHS, and according to WASC, it was a conflict of interest for Johnson to
4 run the daily operations of AUHS as the owner. There was no internal place to go to file a
5 grievance within AUHS, particularly when the person committing the violating actions was
6 Johnson.

7 18. The protocol for hiring faculty was not followed by Johnson, resulting in various
8 faculty being hired who were not qualified, as determined by ACICS. Plaintiff was supposed to
9 be protected by WASC, the Board of Registered Nursing (BRN), Bureau for Private
10 Postsecondary Education (BPPE), ACICS, and the Commission on Collegiate Nursing Education
11 (CCNE) to inform faculty of their rights and academic freedom. However, Johnson disregarded
12 those rights and instead threatened Plaintiff that she would lose her job if she didn't comply with
13 his wishes. Johnson also threatened Plaintiff that if she complained to onsite visitors or
14 disseminated information to faculty that she received from onsite visitors that Plaintiff would be
15 terminated.

16 19. Johnson insisted that Plaintiff call him "Pastor," that she attend religious services,
17 and forced Plaintiff to pray in the workplace, disregarding her rights of religious freedom of
18 association and her rights to worship in the manner she chose. When she would enter his office
19 for meetings, he would hold her hands and pray while sitting on the couch, and he would hug and
20 kiss Plaintiff on the cheek. He would start all meetings off holding hands and praying, which
21 made Plaintiff feel uncomfortable. Johnson would curse Plaintiff out one minute and say "God
22 bless you" the next. Johnson would require Plaintiff to attend a meeting every Monday morning,
23 which Plaintiff considered a brain washing session, where Johnson would create flyers and pass
24 them out at the "morning dew." Johnson would come up to Plaintiff's office and force her to go
25 downstairs for Monday "morning dew" and Wednesday afternoon prayer sessions. He converted a
26 room at AUHS into what he called "a chapel," and forced Plaintiff to go to chapel on Monday
27 mornings and attend prayer meetings during her lunch hour on Wednesdays.

1 20. When Plaintiff requested time off for a medical procedure, she was encouraged to
2 delay her surgery and reschedule in order to work on WASC documents. Johnson wanted
3 Plaintiff's surgery delayed until after the WASC site visit that was scheduled for March 31
4 through April 2, 2015. Thus, Plaintiff delayed her surgery and took a medical leave in April
5 2015, only to be threatened and harassed about her position while on leave. Plaintiff had given
6 several weeks advance notice of the need for surgery, but Johnson and other AUHS
7 administrators urged Plaintiff to perform work duties during her protected leave and pressured her
8 to shorten her medical leave of absence. Derogatory remarks were made to Plaintiff in reference
9 to her medical condition and needing to be out on medical leave. Plaintiff returned from medical
10 leave on July 6, 2015.

11 21. While out on medical leave, AUHS employees were still contacting Plaintiff,
12 including Soengeng who stated she needed to urgently speak to Plaintiff about Soengeng's
13 relationship with Johnson. Johnson had hired Soengeng, a young Asian female, to be a skills
14 laboratory assistant, although AUHS had already had a male skills laboratory assistant in the
15 position who reported to Plaintiff. Johnson made an exception for Soengeng to report to him, and
16 he met with Soengeng on a weekly basis in his office. To Plaintiff's knowledge, Soengeng was the
17 only School of Nursing faculty member whom Johnson met with on a weekly basis in his office,
18 and he began giving Soengeng what he called "special assignments." Plaintiff would witness
19 Soengeng wearing tight, revealing skirts, low cut revealing blouses, and stiletto heels as if she was
20 going to a night club to work. Johnson would meet with Soengeng in his office with the doors
21 shut. Plaintiff and other faculty began discussing the appearance of impropriety of his conduct
22 with Soengeng and possible violations of policy by Johnson. This contributed to the hostile work
23 environment, among other things.

24 22. In addition, the hugging and kissing by Johnson was offensive and unwanted, as
25 was the forced prayer and worship by Johnson. This also contributed to the hostile work
26 environment. Although Plaintiff asked that Johnson stop hugging and kissing her, he continued.
27 Johnson would harass Plaintiff about her hair, which she wears naturally in locs, suggesting she
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1 should wear her hair some other way that was more attractive to him. Documents were circulated
2 by Johnson with sexually suggestive information, which had a scantily clad female or almost
3 naked lady on it, which Plaintiff found offensive. These types of images were used by Johnson to
4 advertise for AUHS and at various conventions. Johnson would request that certain Asian female
5 employees wear tight pencil skirts to work, one of which included Soegeng. Johnson had even
6 requested a lesbian employee to wear a skirt to work.

7 23. In or around March 2015, Plaintiff reported to AUHS President Giger what she
8 believed to be a violation of the AUHS sexual harassment policy by Johnson. Plaintiff told Giger
9 that as females they were obligated to protect Soegeng and discussed with Giger that Soegeng
10 was very young and people began to talk about Soegeng's relationship with Johnson. To
11 Plaintiff's knowledge, there was no action taken in regards to her complaint as no internal
12 grievance process was in place at AUHS to address these types of issues.

13 24. In August 2015, a nursing student, Jane Doe, complained of sexual harassment
14 against Johnson. It was brought to the attention of Plaintiff, who along with Giger and Brandon
15 Fryman, commenced an investigation shortly after the sexual harassment complaint was received.
16 The student complained that she was afraid of retaliation and initially had reservations about
17 reporting the incidents concerning Johnson. The student accused Johnson of pressing against her
18 breasts when he hugged her, staring at her breasts, and making comments about her appearance.
19 The student also complained of an incident where Johnson told his son "to get that pretty girl and
20 bring her to the booth for a picture," referring to a female attendee of an event where Jane Doe
21 was in attendance. This was an event where Johnson posed with a woman in a scantily clad outfit
22 next to a university banner that had an almost naked woman on it.

23 25. Johnson was asked to cease and desist from unwanted touching of students, faculty
24 and staff on September 4, 2015 and was notified that his behavior was in direct violation of
25 university policies. A true and correct copy of the letter is attached as Exhibit 2.

26 26. After the sexual harassment complaint against Johnson by Jane Doe was made,
27 there was a sexual harassment workshop held for faculty, staff and administrators. The trainer for
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1 the workshop was told that there was no sexual harassment coordinator on campus. Johnson
2 continuously tried to disrupt the workshops and was asked to leave by the moderators. His
3 attendance made Plaintiff uncomfortable, since Plaintiff knew Johnson was the focus of a sexual
4 harassment complaint by other students at this point, including Jane Doe.

5 27. On October 2, 2015, Brandon Fryman filed a complaint of discrimination with the
6 Equal Employment Opportunity Commission (EEOC) concerning the discrimination and
7 retaliation he believed he experienced by Johnson, related to his reporting and investigation of the
8 sexual harassment complaint by Jane Doe. A true and correct copy of the complaint attached
9 hereto as Exhibit 3. Fryman had also included Plaintiff in his EEOC complaint, and mentioned
10 that Plaintiff was a witness and participated in the investigation of Jane Doe's sexual harassment
11 complaint against Johnson. The EEOC notified AUHS that Fryman was filing a discrimination
12 complaint.

13 28. On October 5, 2015, Plaintiff complained to Giger and Dang that space was an
14 issue for the School of Nursing concerning the number of students currently enrolled and that the
15 school had run out of classroom, lab and tutoring spaces.

16 29. President Giger resigned on October 7, 2015, with an effective date of December
17 31, 2015. She had told Brandon Fryman that he needed to get a lawyer in reference to his
18 complaints of retaliation by Johnson regarding Jane Doe's sexual harassment complaint. Giger
19 stated that she was also going to get a lawyer about the situation.

20 30. On October 7, 2015, Plaintiff was summoned to a meeting with Charles Russell,
21 who identified himself as Johnson's attorney, and Noble Draklon, who identified himself as a
22 Board Member of AUHS. Both Russell and Draklon began asking Plaintiff questions about Jane
23 Doe's sexual harassment complaint against Johnson, stating that they are taking over the
24 investigation and hiring an outside agency to investigate. Russell told Plaintiff that she was being
25 placed on leave, not to report to AUHS, and that they would let her know when she would be
26 coming back to work. During that same meeting, Russell questioned Plaintiff about Aruoma, a
27 former coworker, who Russell falsely alleged had opened a school. Russell told Plaintiff that he
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1 had a document, a business plan, that Aruoma had a school and that it had Plaintiff's picture in it.
2 Plaintiff explained to Russell that she was unaware that her picture was in the document and
3 indicated having no knowledge of a school operated by Aruoma. Russell stated that even though
4 the document was created in 2011, there was no evidence that Plaintiff was involved with the
5 document, but that her picture and name were included in it. Thus, Russell placed Plaintiff on
6 suspension on the pretext that she was involved with a competing school, which has never been in
7 existence.

8 31. In or around October 2015, Johnson began defaming Plaintiff falsely accusing her
9 of being involved in a competing school, allegedly opened by Aruoma, and accusing Plaintiff of
10 having knowledge that her picture was in a business plan related to the school. Johnson published
11 these statements to other employees of AUHS, including the attorney Russell. Johnson also
12 submitted letters to third parties and agencies, within Los Angeles County, accusing Plaintiff of
13 being involved in a competing school. Dang similarly made statements to third parties accusing
14 Plaintiff of being involved in a competing school, allegedly opened by Aruoma, and accusing
15 Plaintiff of having knowledge that her picture was in a business plan related to the school. These
16 allegations made against Plaintiff by Johnson and AUHS employees and officers, including
17 Russell and Dang, were not true.

18 32. Subsequently, Plaintiff was not contacted concerning the "outside investigation"
19 into Jane Doe's sexual harassment complaint. However, in December 2015, while out on
20 suspension, Plaintiff began having problems with her 401k and was not receiving a pay check
21 stub as she would customarily receive. Plaintiff also stopped being listed on the faculty phone
22 list. Defendants also forged and used Plaintiff's signature in submitting documents to agencies
23 without her permission while Plaintiff was out on suspension.

24 33. Thus, on January 12, 2016, Plaintiff wrote to Johnson, Dang and Russell about the
25 status of her employment, indicating that she has been on suspension since October and believed
26 her suspension was because of the Title IX sexual harassment complaint against Johnson, among
27 other things, and that she had complained about a number of issues concerning the WASC
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1 accreditation/investigation to Johnson, and had taken a medical leave of absence. A true and
2 correct copy of the email is attached hereto as Exhibit 4. Plaintiff expressed that she knew these
3 issues didn't sit well with the administration and asked what the status of her job was and when
4 AUHS requests her return date to be. Plaintiff also inquired about the status of the investigation
5 into [Jane Doe's] Title IX complaint.

6 34. In response, Russell wrote back to Plaintiff the next day stating he scheduled a
7 meeting with her on January 15, 2016 to discuss her status. During that meeting, Russell notified
8 Plaintiff that the Title IX investigation was over and that he was investigating the issue of
9 Aruoma listing Plaintiff in a document regarding a school and it being a competing business.
10 Plaintiff again denied having been involved and giving permission for the use of her photo. Yet,
11 Russell began questioning Plaintiff about the Title IX complaint and her involvement in the
12 investigation including where she, Fryman, and Giger met with Jane Doe to conduct the interview
13 about the sexual harassment allegations against Johnson.

14 35. On February 5, 2015, Russell emailed Plaintiff to be on campus at 3:30 pm for a
15 meeting with him. During that meeting, Russell stated that Plaintiff was terminated and gave
16 Plaintiff her final paycheck. When Plaintiff asked for Russell's explanation for termination, he
17 stated that California is an at will state and that AUHS did not need a reason, but that although
18 there was no proof, AUHS had a strong suspicion of her involvement in Aruoma's school.
19 Russell presented Plaintiff a document stating that he would allow her to resign if she signed the
20 severance releasing AUHS from any liability regarding any potential claims Plaintiff might have
21 concerning wrongful termination. A true and correct copy of the severance agreement is attached
22 hereto as Exhibit 5.

23 36. Pursuant to California Code of Civil Procedure Section 1021.5, the court may
24 award attorneys' fees to Plaintiff, in addition to other statutory attorney's provisions alleged
25 herein. The complaints and allegations allege herein relate to the enforcement of important rights
26 affecting public interest and confers a significant benefit on the general public or a large class of
27 individuals.

1 37. BRALOCK has fulfilled all her administrative exhaustion requirements.

2
3 **FIRST CAUSE OF ACTION**

4 (Violation of Title IX)

5 38. The allegations set forth in this complaint are hereby re-alleged and incorporated
6 by reference.

7 39. This cause of action is asserted against AUHS only.

8 37. Title IX states, "No person in the United States shall, on the basis of sex, be
9 excluded from participation in, be denied the benefits of, or be subjected to discrimination under
10 any education program or activity receiving Federal financial assistance." When a funding
11 recipient retaliates against a person *because* he or she complains of sex discrimination, this
12 constitutes intentional "discrimination" "on the basis of sex," in violation of Title IX. Retaliation
13 is, by definition, an intentional act. It is a form of "discrimination" because the complainant is
14 subjected to differential treatment. Moreover, it is discrimination "on the basis of sex" because it
15 is an intentional response to the nature of the complaint: an allegation of sex discrimination. Title
16 IX protects any person from sex-based discrimination, regardless of their real or perceived sex,
17 gender identity, and/or gender expression. Female, male, and gender non-conforming students,
18 faculty, and staff are protected from any sex-based discrimination, harassment or violence.
19 Educational institutions must take immediate steps to address any sex discrimination, sexual
20 harassment or sexual violence on campus to prevent it from affecting students further. If a school
21 knows or reasonably should know about discrimination, harassment or violence that is creating a
22 "hostile environment" for any student, it must act to eliminate it, remedy the harm caused and
23 prevent its recurrence. A private right of action under Title IX for discrimination also extends to
24 retaliation. Title IX also requires that an educational institution adopt and publish grievance
25 procedures for the prompt and equitable resolution of student and employee complaints under title
26 IX. The educational institution must take immediate and appropriate steps to investigate or
27 otherwise determine what occurred. If an educational institution has notice of a sexually hostile
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1 work environment and fails to take immediate and appropriate corrective action then it may be in
2 violation of Title IX.

3 38. Plaintiff as both part of her duties as Professor and Dean advocated for compliance
4 with the letter and spirit of Title IX, taking action along with her coworkers, Giger and Fryman to
5 prevent and remedy situations, conduct, or statements which violated or potentially would create
6 a violation of Title IX by Defendants. The Plaintiff's advocacy for and protection of Jane Doe
7 and other students, including faculty, from discrimination was well known by Defendants.

8 39. Defendants failed and/or refused to comply with Title IX and refused to take
9 action to prevent or remedy discrimination, retaliation and harassment. The aforesaid actions
10 and/or omissions violated Title IX by discriminating against faculty and students, creating a
11 hostile work environment.

12 40. The employer was aware of the conduct in violation of Title IX but failed to rectify
13 the situation. Rather, Defendants terminated Plaintiff's employment with AUHS in order to
14 silence Plaintiff's advocacy of Title IX and prevent her access to information concerning
15 violations of Title IX, so as to enable Defendants to circumvent antidiscrimination measures and
16 continue the hostile work environment. In addition, AUHS terminated Plaintiff's employment
17 completely in retaliation for her protected advocacy and involvement in the investigation of a
18 Title IX complaint brought forth by a student.

19 41. Plaintiff is also further informed and believes that Defendants were further
20 motivated to terminate Plaintiff or force her resignation so as to prevent Plaintiff from seeking
21 enforcement of Title IX and similar anti-discrimination laws, rules and regulations. Defendants
22 knowingly and willfully conspired and agreed among themselves with regard to said acts or
23 omissions.

24 42. As an actual and proximate result of the aforementioned violations, Plaintiff has
25 been harmed in an amount according to proof, but in an amount in excess of the jurisdiction of
26 this Court.

1 43. The above described actions were perpetrated and/or ratified by a managing agent
2 or officer of Defendant AUHS. These acts were done with malice, fraud, oppression, and in
3 reckless disregard of Plaintiff's rights. Further, said actions were despicable in character and
4 warrant the imposition of punitive damages against Defendant in a sum sufficient to punish and
5 deter Defendant's future conduct.

6 **SECOND CAUSE OF ACTION**

7 (Violation of Labor Code §1102.5)

8 44. The allegations set forth in this complaint are hereby re-alleged and incorporated
9 by reference.

10 45. This cause of action is asserted against AUHS only.

11 46. California Labor Code § 1102.5 (a) states "An employer, or any person acting on
12 behalf of the employer, shall not make, adopt, or enforce any rule, regulation, or policy
13 preventing an employee from disclosing information to a government or law enforcement agency,
14 to a person with authority over the employee, or to another employee who has authority to
15 investigate, discover, or correct the violation or noncompliance, or from providing information to,
16 or testifying before, any public body conducting an investigation, hearing, or inquiry, if the
17 employee has reasonable cause to believe that the information discloses a violation of state or
18 federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation,
19 regardless of whether disclosing the information is part of the employee's job duties."

20 47. California Labor Code § 1102.5 (b) states "An employer, or any person acting on
21 behalf of the employer, shall not retaliate against an employee for disclosing information, or
22 because the employer believes that the employee disclosed or may disclose information, to a
23 government or law enforcement agency, to a person with authority over the employee or another
24 employee who has the authority to investigate, discover, or correct the violation or
25 noncompliance, or for providing information to, or testifying before, any public body conducting
26 an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the
27 information discloses a violation of state or federal statute, or a violation of or noncompliance
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1 with a local, state, or federal rule or regulation, regardless of whether disclosing the information
2 is part of the employee's job duties."

3 48. California Labor Code § 1102.5 (c) states that an "employer may not retaliate
4 against an employee for refusing to participate in an activity that would result in a violation of
5 state or federal statute, or a violation or noncompliance with a state or federal rule or regulation."

6 49. Plaintiff complained about AUHS violating the laws and rules surrounding her role
7 as Dean, and the non-compliance by AUHS with the policies governing educational institutions,
8 including those required by accrediting agencies and the BRN, BPPE, and CCNE. Plaintiff
9 advocated for compliance with the letter and spirit of Title IX, and participated in the
10 investigation of a student complaint concerning sexual harassment.

11 50. Defendant violated Labor Code § 1102.5 when it unlawfully discriminated and
12 retaliated against Plaintiff for her complaints to Defendant, and advocacy of Title IX, and
13 involvement in the Title IX investigation.

14 51. As an actual and proximate result of the aforementioned violations, Plaintiff has
15 been harmed in an amount according to proof, but in an amount in excess of the minimum
16 jurisdiction of this Court.

17 52. The above described actions were perpetrated and/or ratified by a managing agent
18 or officer of Defendant AUHS. These acts were done with malice, fraud, oppression, and in
19 reckless disregard of Plaintiff's rights. Further, said actions were despicable in character and
20 warrant the imposition of punitive damages against Defendant in a sum sufficient to punish and
21 deter Defendant's future conduct.

22 THIRD CAUSE OF ACTION

23 (Harassment/Hostile Work Environment, Government Code Section 12940(j))

24 53. The allegations set forth in this complaint are hereby re-alleged and incorporated
25 herein by reference.

26 54. This cause of action is asserted against all Defendants.

55. Plaintiff was subjected to harassment based on sex/gender and subjected to a hostile working environment, including hostile work environment sexual harassment. The sexual harassment was verbal and physical, and included lewd conduct by Defendant Johnson. The employer was aware of the lewd conduct but failed to rectify the situation. Plaintiff was further harassed about her hair, taking a medical leave of absence, for being disabled, and about her religious affiliation and attempting to exercise her rights to freedom of association regarding religion. This contributed to the hostile work environment.

56. The above described conduct was severe and/or pervasive and created an intimidating, hostile and offensive work environment and was unwanted, unwelcome, and uninvited, and violated Government Code Section 12940 et seq.

57. As and actual and proximate result of the aforementioned violations, Plaintiff has been harmed in an amount according to proof, but in an amount in excess of the jurisdiction of this Court. Plaintiff also seeks “affirmative relief” or “prospective relief” as defined by Government Code Section 12926(a).

58. The above described actions were perpetrated and/or ratified by a managing agent or officer of Defendant AUHS. These acts were done with malice, fraud, oppression, and in reckless disregard of Plaintiff's rights. Further, said actions were despicable in character and warrant the imposition of punitive damages against Defendant in a sum sufficient to punish and deter Defendant's future conduct.

FOURTH CAUSE OF ACTION

(Discrimination, Government Code Section 12940(a))

59. The allegations set forth in this complaint are hereby re-alleged and incorporated by reference.

60. This cause of action is asserted against Defendant AUHS only.

61. At all times relevant to this matter, the Fair Employment and Housing Act and California Government Code § 12940 were in full force and effect and binding on Defendants. Plaintiff was subjected to unwanted discrimination based on sex/gender, taking a medical leave of

09:21:2016

1 absence, for being disabled, and about her religious affiliation and attempting to exercise her
2 rights to freedom of association regarding religion. This discriminating conduct was conducted
3 by defendants who created an environment that, among other things, tolerated and encouraged
4 discrimination against Plaintiff. The statements and conduct on the part of Defendants
5 complained of herein represent a violation of California Government Code § 12940(a).

6 62. As an actual and proximate result of the aforementioned violations, Plaintiff has
7 been harmed in an amount according to proof, but in an amount in excess of the jurisdiction of
8 this Court. Plaintiff also seeks "affirmative relief" or "prospective relief" as defined by
9 Government Code § 12926(a).

10 63. The above described actions were perpetrated and/or ratified by a managing agent
11 or officer of Defendant AUHS. These acts were done with malice, fraud, oppression, and in
12 reckless disregard of Plaintiff's rights. Further, said actions were despicable in character and
13 warrant the imposition of punitive damages against defendants in a sum sufficient to punish and
14 deter Defendant's future conduct.

15 **FIFTH CAUSE OF ACTION**

16 (Violation of Family Rights Act, Government Code § §12945.2)

17 64. The allegations set forth in this complaint are hereby re-alleged and incorporated
18 by reference.

19 65. This cause of action is asserted against Defendant AUHS only.

20 66. Plaintiff was employed by Defendant for more than one year, and had in excess of
21 1250 hours of service during the 12 month period immediately preceding her medical leave.

22 67. Plaintiff was discriminated against, harassed and retaliated against because she
23 took leave to care for her serious medical condition, and in retaliation for asserting her right to
24 such leaves under California law. Defendant's conduct violated the California Family Rights Act,
25 codified at Government Code §12945.2.

26 68. As an actual and proximate result of the aforementioned violations, Plaintiff has
27 been harmed in an amount according to proof, but in an amount in excess of the jurisdiction of
28

1 this Court. Plaintiff also seeks "affirmative relief" or "prospective relief" as defined by
2 Government Code § 12926(a).

3 69. The above described actions were perpetrated and/or ratified by a managing agent
4 or officer of Defendant AUHS. These acts were done with malice, fraud, oppression, and in
5 reckless disregard of Plaintiff's rights. Further, said actions were despicable in character and
6 warrant the imposition of punitive damages against Defendants in a sum sufficient to punish and
7 deter Defendant's future conduct.

8 **SIXTH CAUSE OF ACTION**

9 (Retaliation, Government Code Section 12940(h))

10 70. The allegations set forth in this complaint are hereby re-alleged and incorporated
11 by reference.

12 71. This cause of action is asserted against Defendant AUHS only.

13 72. Defendants took adverse employment actions against Plaintiff for complaining
14 and protesting harassment and a hostile working environment.

15 73. Defendants' retaliatory conduct violated California Government Code Section
16 12940 (h).

17 74. As an actual and proximate result of the aforementioned violations, Plaintiff has
18 been harmed in an amount according to proof, but in an amount in excess of the jurisdiction of
19 this Court. Plaintiff also seeks "affirmative relief" or "prospective relief" as defined by
20 Government Code § 12926(a).

21 75. The above described actions were perpetrated and/or ratified by a managing agent
22 or officer of Defendant AUHS. These acts were done with malice, fraud, oppression, and in
23 reckless disregard of Plaintiff's rights. Further, said actions were despicable in character and
24 warrant the imposition of punitive damages against Defendant in a sum sufficient to punish and
25 deter Defendant's future conduct.

26 **SEVENTH CAUSE OF ACTION**

1 (Failure To Take All Reasonable Steps Necessary To Prevent Discrimination, Retaliation And
2 Harassment, Government Code Section 12940(k))

3 76. The allegations set forth in this complaint are hereby re-alleged and incorporated
4 by reference.

5 77. This cause of action is asserted against Defendant AUHS only.

6 78. Defendants failed to take all reasonable steps necessary to prevent discrimination,
7 retaliation, and harassment of Plaintiff. Defendants' conduct violated the provisions of
8 Government Code Sections 12940(k).

9 79. As an actual and proximate result of the aforementioned violations, Plaintiff has
10 been harmed in an amount according to proof, but in an amount in excess of the jurisdiction of
11 this Court. Plaintiff also seeks "affirmative relief" or "prospective relief" as defined by
12 Government Code § 12926(a).

13 80. The above described actions were perpetrated and/or ratified by a managing agent
14 or officer of Defendant AUHS. These acts were done with malice, fraud, oppression, and in
15 reckless disregard of Plaintiff's rights. Further, said actions were despicable in character and
16 warrant the imposition of punitive damages against Defendant in a sum sufficient to punish and
17 deter Defendant's future conduct.

18 **EIGHTH CAUSE OF ACTION**

19 (Negligent Supervision, Hiring, and Retention)

20 81. The allegations set forth in this complaint are hereby re-alleged and incorporated
21 by reference.

22 82. This cause of action is asserted against Defendant AUHS only.

23 83. Defendants, and each of them, owed to Plaintiff, as her employers, a duty not to
24 allow harassment and a hostile work environment in the workplace.

25 84. Defendants breached this duty by allowing harassment and a hostile work
26 environment in the workplace.

85. Defendants' negligence as alleged herein above was a substantial factor and proximate cause of Plaintiff's injuries, as set forth above.

86. Defendants knew, or should have known, that Johnson's wrongful and outrageous conduct would be substantially certain to cause Plaintiff to suffer embarrassment, humiliation, anger, mental anguish, depression, and severe emotional distress. Defendants' actions were negligent, and so outrageous, done with reckless disregard of Plaintiff's health and well-being, done in bad faith and with malfeasance, that they would certainly cause Plaintiff to suffer severe emotional distress. As a direct, foreseeable, and proximate result of Johnson's conduct, Plaintiff was harmed.

87. As an actual and proximate result of the aforementioned violations, Plaintiff has been harmed in an amount according to proof, but in an amount in excess of the jurisdiction of this Court.

88. The above described actions were perpetrated and/or ratified by a managing agent or officer of Defendant AUHS. These acts were done with malice, fraud, oppression, and in reckless disregard of Plaintiff's rights. Further, said actions were despicable in character and warrant the imposition of punitive damages against Defendant in a sum sufficient to punish and deter Defendant's future conduct.

NINTH CAUSE OF ACTION

(Defamation)

89. The allegations set forth in this complaint are hereby re-alleged and incorporated by reference.

90. This cause of action is asserted against all Defendants.

91. After participating in the investigation of Johnson concerning a student's sexual harassment complaint against Defendant Johnson, Plaintiff was accused of wrongdoing by Defendants. Johnson falsely stated to employees, agents and/or officers of Defendant AUHS that Plaintiff was involved in a competing school, allegedly opened by Aruoma, as pretext for her termination. Johnson also circulated a fictitious business plan with a picture of Plaintiff to accuse

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1 her of being involved with the fictitious competing school. The false allegation against Plaintiff
2 was clearly a malicious attempt to defame and discredit Plaintiff in an attempt to create a
3 pretextual motivation to terminate Plaintiff's employment.

4 92. The false statements were intended and designed to injure Plaintiff and her good
5 name and reputation, impugn her character, and harm her trade, profession and occupation.

6 93. The statements and publications were made and republished by employees, agents
7 and/or officers of Defendant AUHS. AUHS, by maintaining those individuals defaming Plaintiff
8 and republishing such statements in its employ, in conscious disregard of the rights of Plaintiff,
9 allowed Defendants to make statements that constitute defamation.

10 94. The statements made by Defendants were made with malice. The statements made
11 were false, were motivated by hatred or ill will and/or were known to be false by defendants at
12 the time they were made, made without any reasonable basis for belief, and in reckless regard of
13 the truth of the statements or Plaintiff's rights.

14 95. Plaintiff is informed and believes, that such statements were published to
15 numerous employees of AUHS coworkers of Plaintiff, and other persons who reside in or around
16 Los Angeles County, California, including employees and managers of AUHS, and whose
17 identities shall be ascertained during discovery in this action, as well as the exact contents of
18 defamatory statements.

19 96. As an actual and proximate result of the aforementioned violations, Plaintiff has
20 been harmed in an amount according to proof, but in an amount in excess of the jurisdiction of
21 this Court. Such damages include, but are not limited to, loss of reputation, shame, mortification,
22 hurt feelings, humiliation and emotional distress, in a sum to be proven at time of trial.

23 97. Defendants' acts were done with malice, fraud, oppression, and in reckless and
24 conscious disregard of Plaintiff's rights, and a further example of retaliation against Plaintiff for
25 lodging complaints, her advocacy of Title IX and participating in the Title IX investigation of
26 COO Johnson. Further, said actions were despicable in character and warrant the imposition of
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1 punitive damages against Defendant in a sum sufficient to punish and deter Defendant's future
2 conduct.

3 **TENTH CAUSE OF ACTION**

4 (Wrongful Discharge in Violation of Public Policy)

5 98. The allegations set forth in this complaint are hereby re-alleged and incorporated
6 by reference.

7 99. This cause of action is asserted against Defendant AUHS only.

8 100. Defendant, by terminating Plaintiff, violated the public policy of the State of
9 California. Said conduct of the Defendant was in violation of public policies embodied pursuant
10 to various state and federal laws. Specifically, and without limitation, the statutes embodying the
11 public policies including but not limited to California Government Code Section 12940, et seq.
12 (including 12945.2), Labor Code Section 1102.5, the California Constitution, California
13 Education Code Sections 200, et seq., and Title IX.

14 101. Further, Defendants' conduct was also in violation of public policies embodied
15 pursuant to various state and federal laws, and Plaintiff was punished and retaliated against for
16 her opposition to Defendants' policies. Specifically, and without limitation, the statutes
17 embodying the public policies include:

18 (a) Violation of 34 CFR § 668.83 (c)(2)(iii), which forbids any falsification of any
19 document pertaining to a student's eligibility for federal financial assistance under Title IV of the
20 Higher Education Act.

21 (b) Violation of 34 CFR § 668.16 which requires that Defendants administer the
22 program "with adequate checks and balances in its system of internal controls," establishing and
23 maintaining records required, and establishing and maintaining a qualitative and quantitative
24 standard showing students' eligibility insofar as the students are making satisfactory progress in
25 the educational program" including standards for ensuring that students make satisfactory
26 academic progress.

1 (c) Violation of 34 CFR § 668.72 which prohibits Defendants from misrepresenting
2 the nature of its educational program.

3 102. As an actual and proximate result of the aforementioned violations, Plaintiff has
4 been harmed in an amount according to proof, but in an amount in excess of the minimum
5 jurisdiction of this Court.

6 103. The above described actions were perpetrated and/or ratified by a managing agent
7 or officer of Defendant AUHS. These acts were done with malice, fraud, oppression, and in
8 reckless disregard of Plaintiff's rights. Further, said actions were despicable in character and
9 warrant the imposition of punitive damages against Defendant in a sum sufficient to punish and
10 deter Defendant's future conduct.

11 **PRAYER FOR RELIEF**

12 1. Loss of earnings, including commissions and bonuses, and back pay including any
13 increased tax liability thereon;

14 2. Loss of future earnings (including commissions and bonuses), promotions,
15 opportunities to promote, front pay and all other employment benefits, such as pension rights;

16 3. All other lost pension, insurance and other employment benefits;

17 4. Medical, hospital and psychological bills, including past, present and future bills;

18 5. General damages (pain, suffering, emotional distress and other non-economic
19 damages);

20 6. Punitive Damages where applicable;

21 7. Litigation costs;

22 8. Attorneys' fees;

23 9. Civil Penalties as authorized by statutes set out herein above;

24 10. Interest;

25 11. Damages for increased income tax payments;

26 12. Injunctive relief; and

27 13. Any other relief or damages allowed by law, or statutes not set out above and such
28

1 further relief as the Court deems just and proper at conclusion of trial.

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4
5 Dated: September 19, 2016

By: 

TWILA S. WHITE, ESQ.
IMRAN A. RAHMAN, ESQ.
Attorneys for Plaintiff, ANITA BRALOCK

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14 **DEMAND FOR JURY TRIAL**

15 Plaintiff hereby demands trial by jury for this matter.

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18
19 Dated: September 19, 2016

By: 

20 TWILA S. WHITE, ESQ.
21 IMRAN A. RAHMAN, ESQ
22 Attorneys for Plaintiff, ANITA BRALOCK
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09/21/2016

VERIFICATION
CCP Section 446, 2015.5

ANITA BRALOCK v. AMERICAN UNIVERSITY OF HEALTH SCIENCES / COUNTY OF
LOS ANGELES, et al.
Los Angeles Superior Court

I, ANITA BRALOCK, declare:

1. I am the Plaintiff in the above-entitled matter:
2. I have read the foregoing Complaint and know the contents thereof. The same is true of my own knowledge, except as to those matters which are therein stated on information and belief, and, as to those matters, I believe it to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 09 / 16, 2016 at Los Angeles, California.



ANITA BRALOCK

09/21/2016

EXHIBIT 1

09/21/2016

U.S. Department of Education

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Dear Colleague Letter

THE ASSISTANT SECRETARY

April 24, 2013

Dear Colleague:

The Office for Civil Rights (OCR) in the United States Department of Education (Department) is responsible for enforcing Federal civil rights laws that prohibit discrimination based on race, color, national origin, sex, disability, or age by recipients of Federal financial assistance (recipient(s)) from the Department.¹ Although a significant portion of the complaints filed with OCR in recent years have included retaliation claims, OCR has never before issued public guidance on this important subject. The purpose of this letter is to remind school districts, postsecondary institutions, and other recipients that retaliation is also a violation of Federal law.² This letter seeks to clarify the basic principles of retaliation law and to describe OCR's methods of enforcement.

The ability of individuals to oppose discriminatory practices, and to participate in OCR investigations and other proceedings, is critical to ensuring equal educational opportunity in accordance with Federal civil rights laws. Discriminatory practices are often only raised and remedied when students, parents, teachers, coaches, and others can report such practices to school administrators without the fear of retaliation. Individuals should be commended when they raise concerns about compliance with the Federal civil rights laws, not punished for doing so.

The Federal civil rights laws make it unlawful to retaliate against an individual for the purpose of interfering with any right or privilege secured by these laws.³ If, for example, an individual brings concerns about possible civil rights problems to a school's attention, it is unlawful for the school to retaliate against that individual for doing so. It is also unlawful to retaliate against an individual because he or she made a complaint, testified, or participated in any manner in an OCR investigation or proceeding. Thus, once a student, parent, teacher, coach, or other individual complains formally or informally to a school about a potential civil rights violation or participates in an OCR investigation or proceeding, the recipient is prohibited from retaliating (including intimidating, threatening, coercing, or in any way discriminating against the individual) because of the individual's complaint or participation. OCR will continue to vigorously enforce this prohibition against retaliation.

09/21/2016

If OCR finds that a recipient retaliated in violation of the civil rights laws, OCR will seek the recipient's voluntary commitments through a resolution agreement to take specific measures to remedy the identified noncompliance.⁴ Such a resolution agreement must be designed both to ensure that the individual who was retaliated against receives redress and to ensure that the recipient complies with the prohibition against retaliation in the future. OCR will determine which remedies, including monetary relief, are appropriate based on the facts presented in each specific case.

Steps OCR could require a recipient to take to ensure compliance in the future include, but are not limited to:

- training for employees about the prohibition against retaliation and ways to avoid engaging in retaliation;
- adopting a communications strategy for ensuring that information concerning retaliation is continually being conveyed to employees, which may include incorporating the prohibition against retaliation into relevant policies and procedures; and
- implementing a public outreach strategy to reassure the public that the recipient is committed to complying with the prohibition against retaliation.

If OCR finds that a recipient engaged in retaliation and the recipient refuses to voluntarily resolve the identified area(s) of noncompliance or fails to live up to its commitments in a resolution agreement, OCR will take appropriate enforcement action. The enforcement actions available to OCR include initiating administrative proceedings to suspend, terminate, or refuse to grant or continue financial assistance made available through the Department to the recipient; or referring the case to the U.S. Department of Justice for judicial proceedings.⁵

OCR is available to provide technical assistance to entities that request assistance in complying with the prohibition against retaliation or any other aspect of the civil rights laws OCR enforces. Please visit <http://wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm> (<http://wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm>) to contact the OCR regional office that serves your state or territory.

Thank you for your help in ensuring that America's educational institutions are free from retaliation so that concerns about equal educational opportunity can be openly raised and addressed.

Sincerely,

/s/

Seth M. Galanter
Acting Assistant Secretary for Civil
Rights

¹ OCR enforces Title VI of the Civil Rights Act of 1964 (Title VI), Title IX of the Education Amendments of 1972 (Title IX), Section 504 of the Rehabilitation Act of 1973 (Section 504), the Age Discrimination Act of 1975 (Age Act), and the Boy Scouts of America Equal Access Act (Boy Scouts Act). OCR also shares enforcement responsibilities with the Department of Justice for Title II of the Americans with Disabilities Act of 1990 (Title II), which prohibits discrimination against individuals with disabilities in state and local government services, programs and activities, regardless of whether they receive Federal financial assistance.

² The Federal courts have repeatedly affirmed that retaliation is a violation of the Federal civil rights laws

enforced by OCR. See, e.g., *Jackson v. Birmingham Board of Education*, 544 U.S. 167 (2005); *Peters v. Jenney*, 327 F.3d 307, 320-21 (4th Cir. 2003); *Weeks v. Harden Mfg. Corp.*, 291 F.3d 1307, 1311 (11th Cir. 2002).

³ See 34 C.F.R. § 100.7(e) (Title VI); 34 C.F.R. § 106.71 (Title IX) (incorporating 34 C.F.R. § 100.7(e) by reference); 34 C.F.R. § 104.61 (Section 504) (incorporating 34 C.F.R. § 100.7(e) by reference); and 34 C.F.R. § 108.9 (Boy Scouts Act) (incorporating 34 C.F.R. § 100.7(e) by reference). Title II and the Age Act have similar regulatory language. See 28 C.F.R. § 35.134 (Title II); and 34 C.F.R. § 110.34 (Age Act).

⁴ See OCR's Case Processing Manual for more information about resolution agreements, *available at* <http://www.ed.gov/ocr/docs/ocrcpm.html> (<http://www.ed.gov/ocr/docs/ocrcpm.html>).

⁵ See 34 C.F.R. § 100.8.

⬆ Top

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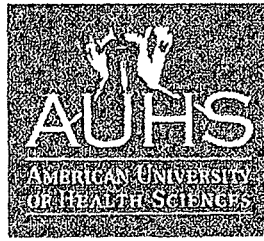
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Last Modified: 04/23/2013

09/21/2016

EXHIBIT 2

09/21/2016



OFFICE OF THE PRESIDENT

Friday, September 04, 2015

On August 31, 2015, a graduating senior student met with me and made a statement that concerned you (Pastor Gregory Johnson) and what she perceived is/was sexual harassment. Pursuant to the law under Title XI, I gave her a Title XI complaint form and ask her to complete it. The following charges are only allegations and have not been substantiated thoroughly. The power you would have held over her, she thought came through me in that I would stop her from getting to the NCLEX. Thus, she perceived it as sexual harassment, because I would not have stopped it. Under the law to protect this University, I am obligated to investigate it fully and provide a fact finding. While I am not a lawyer, such allegations can stop here with a remedial process based upon a mutual agreement between this University and yourself, or they can go on to a resolution with a court, the US Department of Civil Rights, and the Department of Education. These allegations are as follows:

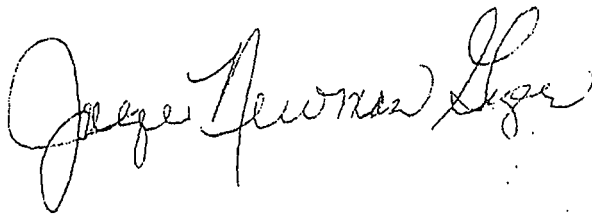
1. On several occasions, without her permission, you pulled her towards you and hugged and kissed her. She stated you had done it to other women that she had noticed. She further stated, she was uncomfortable because:
 - a. Such affection from you was unwanted and unwelcome and she was extremely uncomfortable.
 - b. When queried as to whether she had told you such or told you to stop, she said no. But upon review of the statute and policies as written and agreed to by the USDOE, I think such behavior on her part was not necessary.
2. Once when this unwanted and unwelcomed touching had occurred, you stared suggestively at her breast.
3. She and several other students heard you at Comic Con suggest to another female student that if she was going to dress as Wonder Woman, she should not wear a body suit. To confirm this fact, that you asked a male student, if he agreed.
4. That once during an off campus venue in presence of students, you sent your son (did not inquire as to which one) to get a pretty woman and bring her back to you. But the remarks as she heard them "Go and Get that pretty woman and bring her back to me."

As is your right, you may choose to deny any and all of the remarks. I have not captured them all. But the most important thing, I garnered from her, was what she wanted done. The process stops here if the following occurs:

1. That hugging, kissing, and any touching ceases immediately with all students, faculty, and staff of any gender.
2. Those suggestive remarks are to be avoided with all students, faculty, and staff of any gender.
3. That if students go on any outside venues with you, that another faculty or staff member accompany you.
4. That when you are in the company of female students, faculty, and or staff in your office, your door must remain open at all times.

Once again, these are allegations, but I think what she asked for was reasonable. I also am required to have a sexual harassment orientation for faculty and staff and I suggest we add a venue for students.

Sincerely:



Joyce Newman Giger, Ed.D., APRN, BC, FAAN
President/CEO

09/21/2016

EXHIBIT 3

09/21/2016



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

Thank you for using the EEOC Assessment System. The information you gave us indicates that your situation may be covered by the laws we enforce. If you want to file a charge, you can start the process by filling out the Intake Questionnaire, signing it, and either bringing it or mailing it to the EEOC office listed below right away. If you live within 50 miles of the EEOC office listed below, we recommend that you bring the completed questionnaire with you to this office to discuss your situation.

EEOC Los Angeles District Office
255 E. Temple St. 4th
Los Angeles, CA 90012

If you would like to bring the questionnaire to us in person instead of mailing it to us, please click <http://www.eeoc.gov/field/index.cfm> to find out the office hours of the EEOC office closest to you. If you would like to fax the questionnaire to us, please click <http://www.eeoc.gov/field/index.cfm> to find out the fax number of the office nearest to you.

You should be aware that filing a charge can take up to two hours. If you find that you are having difficulty completing the questionnaire on your own, you may call the number below for assistance.

Please be sure to:

- Answer all questions as completely as possible.
- Include the location where you work(ed) or applied.
- Complete all pages and sign the last page.
- Attach additional pages if you need more space to complete your responses.

You can find out more information about the laws we enforce and our charge-filing procedures on our website at www.eeoc.gov.

If you want to file a charge about job discrimination, there are time limits to file the charge. In many States that limit is 300 days from the date you knew about the harm or negative job action, but in other States it is 180 days. To protect your rights, it is important that you fill out the questionnaire, sign it, and bring it or send it to us right away.

Filling out and bringing us or sending us this questionnaire does not mean that you have filed a charge. This questionnaire will help us look at your situation and figure out if you are covered by the laws we enforce. If you live within 50 miles of the office listed above, we recommend that you bring the completed questionnaire to us to discuss your situation. If you mail the completed questionnaire to us, someone from the EEOC should contact you by mail or by phone within 30 days. If you don't hear from us in 30 days, please call us at 1-800-669-4000.

Sincerely,

U.S. Equal Employment Opportunity Commission



EQUAL EMPLOYMENT OPPORTUNITY COMMISSION INTAKE QUESTIONNAIRE

Please immediately complete the entire form and return it to the U.S. Equal Employment Opportunity Commission ("EEOC"). REMEMBER, a charge of employment discrimination must be filed within the time limits imposed by law, generally within 180 days or in some places 300 days of the alleged discrimination. Upon receipt, this form will be reviewed to determine EEOC coverage. Answer all questions as completely as possible, and attach additional pages if needed to complete your response(s). If you do not know the answer to a question, answer by stating "not known." If a question is not applicable, write "n/a." Please Print.

1. Personal Information

Last Name: Fryman First Name: Brandon MI: R
Street or Mailing Address: [REDACTED] Apt Or Unit #:
City: [REDACTED] County: [REDACTED] State: [REDACTED] ZIP: [REDACTED]
Phone Numbers: Home: ([REDACTED]) Work: ([REDACTED])
Cell: ([REDACTED]) Email Address: [REDACTED]
Date of Birth [REDACTED] Sex: Male ☒ Female ☐ Do You Have a Disability? ☐ Yes ☒ No
Please answer each of the next three questions. i. Are you Hispanic or Latino? ☐ Yes ☒ No
ii. What is your Race? Please choose all that apply. ☒ American Indian or Alaska Native ☐ Asian ☒ White
☐ Black or African American ☐ Native Hawaiian or Other Pacific Islander

iii. What is your National Origin (country of origin or ancestry)? United States of America

Please Provide The Name Of A Person We Can Contact If We Are Unable To Reach You:

Name: [REDACTED] Relationship: [REDACTED]
Address: [REDACTED] City: [REDACTED] State: [REDACTED] Zip Code: [REDACTED]
Home Phone: ([REDACTED]) Other Phone: ([REDACTED])

2. I believe that I was discriminated against by the following organization(s): (Check those that apply)

☒ Employer ☐ Union ☐ Employment Agency ☐ Other (Please Specify)

Organization Contact Information (If the organization is an employer, provide the address where you actually worked. If you work from home, check here ☐ and provide the address of the office to which you reported.) If more than one employer is involved, attach additional sheets.

Organization Name: American University of Health Sciences
Address: 1600 East Hill St County: Los Angeles
City: Signal Hill State: Ca Zip: 90755 Phone: (562) 988-2278
Type of Business: University Job Location if different from Org. Address:
Human Resources Director or Owner Name: Gregory Johnson and Kim Dang Phone: 562-988-2278
Number of Employees in the Organization at All Locations: Please Check (✓) One
☐ Fewer Than 15 ☒ 15 - 100 ☐ 101 - 200 ☐ 201 - 500 ☐ More than 500

3. Your Employment Data (Complete as many items as you can) Are you a Federal Employee? ☐ Yes ☒ No

Date Hired: 9/28/2012 Job Title At Hire: Adjunct Instructor
Pay Rate When Hired: [REDACTED] Last or Current Pay Rate: [REDACTED]
Job Title at Time of Alleged Discrimination: Full Time Instructor Date Quit/Discharged:
Name and Title of Immediate Supervisor: Dr Joyce Newman Giger - President of the university

09/21/2016

If Job Applicant, Date You Applied for Job _____ Job Title Applied For Adjunct Instructor

4. What is the reason (basis) for your claim of employment discrimination?

FOR EXAMPLE, if you feel that you were treated worse than someone else because of race, you should check the box next to Race. If you feel you were treated worse for several reasons, such as your sex, religion and national origin, you should check all that apply. If you complained about discrimination, participated in someone else's complaint, or filed a charge of discrimination, and a negative action was threatened or taken, you should check the box next to Retaliation.

- ☐ Race ☐ Sex ☐ Age ☐ Disability ☐ National Origin ☐ Religion ☒ Retaliation ☐ Pregnancy ☐ Color (typically a difference in skin shade within the same race) ☐ Genetic Information; choose which type(s) of genetic information is involved:
☐ i. genetic testing ☐ ii. family medical history ☐ iii. genetic services (genetic services means counseling, education or testing)

If you checked color, religion or national origin, please specify: _____

If you checked genetic information, how did the employer obtain the genetic information? _____

Other reason (basis) for discrimination (Explain): _____

5. What happened to you that you believe was discriminatory? Include the date(s) of harm, the action(s), and the name(s) and title(s) of the person(s) who you believe discriminated against you. Please attach additional pages if needed.
 (Example: 10/02/06 - Discharged by Mr. John Soto, Production Supervisor)

A) Date: September 14, 2015 Action: Salary cut in half from [REDACTED] and my hours from 40 to 24.

Name and Title of Person(s) Responsible: Gregory Johnson, Dr Joyce Newman Giger

B) Date: 09/30/2015 Action: I was told that I could no longer conduct research off campus even though I have been approved by the school to conduct research off campus.

Name and Title of Person(s) Responsible: Dr. Mok Chong and Gregory Johnson

6. Why do you believe these actions were discriminatory? Please attach additional pages if needed.

I believe this is retaliation due to me notifying the president of the school, Dr Giger, that a student was sexually harassed by Gregory Johnson on 8/26/2015. Several more students have now come forward and I am now part of the investigation. As I am the one that first notified the school about the assault, I feel that Mr Johnson is trying to retaliate against me and my career.

7. What reason(s) were given to you for the acts you consider discriminatory? By whom? His or Her Job Title?

I was sent an email by Gregory Johnson, the COO, stating that "we have not been able to meet with in you the minimum number of units required to meet Full Time General Education Load." This is the reason Mr Johnson, who according to the faculty handbook has no supervisory authority over any faculty, stated as to why I was demoted. Dr Chong, the director of general education, stated that Mr Johnson told him to tell me that I can no longer conduct research off campus because I have to stay on campus for now on.

8. Describe who was in the same or similar situation as you and how they were treated. For example, who else applied for the same job you did, who else had the same attendance record, or who else had the same performance? Provide the race, sex, age, national origin, religion, or disability of these individuals, if known, and if it relates to your claim of discrimination. For example, if your complaint alleges race discrimination, provide the race of each person; if it alleges sex discrimination, provide the sex of each person; and so on. Use additional sheets if needed.

Of the persons in the same or similar situation as you, who was treated better than you?

A. Full Name	Race, sex, age, national origin, religion or disability	Job Title
Description of Treatment		
B. Full Name	Race, sex, age, national origin, religion or disability	Job Title
Description of Treatment		

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Of the persons in the same or similar situation as you, who was treated *worse* than you?

A. Full Name	Race, sex, age, national origin, religion or disability	Job Title

Description of Treatment

B. Full Name	Race, sex, age, national origin, religion or disability	Job Title

Description of Treatment

Of the persons in the same or similar situation as you, who was treated the *same* as you?

A. Full Name	Race, sex, age, national origin, religion or disability	Job Title

Description of Treatment

B. Full Name	Race, sex, age, national origin, religion or disability	Job Title

Description of Treatment

Answer questions 9-12 only if you are claiming discrimination based on disability. If not, skip to question 13. Please tell us if you have more than one disability. Please add additional pages if needed.

9. Please check all that apply:

- ☐ Yes, I have a disability
- ☐ I do not have a disability now but I did have one
- ☐ No disability but the organization treats me as if I am disabled

10. What is the disability that you believe is the reason for the adverse action taken against you? Does this disability prevent or limit you from doing anything? (e.g., lifting, sleeping, breathing, walking, caring for yourself, working, etc.).

11. Do you use medications, medical equipment or anything else to lessen or eliminate the symptoms of your disability?

Yes ☐ No ☐

If "Yes," what medication, medical equipment or other assistance do you use?

12. Did you ask your employer for any changes or assistance to do your job because of your disability?

Yes ☐ No ☐

If "YES", when did you ask? _____ How did you ask (verbally or in writing)? _____

Who did you ask? (Provide full name and job title of person) _____

Describe the changes or assistance that you asked for:

How did your employer respond to your request?

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13. Are there any witnesses to the alleged discriminatory incidents? If yes, please identify them below and tell us what they will say. (Please attach additional pages if needed to complete your response)

A. Full Name	Job Title	Address & Phone Number
Dr Joyce Newman Giger	President	1600 E Hill St Signal Hill, Ca. 90755 562-988-2278

What do you believe this person will tell us?

That she received the email from me, and that she also received the email from Mr Johnson about my time and hours.

B. Full Name	Job Title	Address & Phone Number
Anita Bralock	Dean of Nursing	1600 E Hill St Signal Hill, Ca. 90755 562-988-2278

What do you believe this person will tell us?

That she was with me, the student, the president and her assistant at a meeting that meeting minutes were taken verifying that the school knew that I was the one that told about the assault on the student by Mr Johnson.

14. Have you filed a charge previously in this matter with EEOC or another agency? Yes ☐ No ☒

15. If you have filed a complaint with another agency, provide name of agency and date of filing:

With the Department of Industrial Relations Division of Labor Standards Enforcement of California on 10-1-2015 by mail.

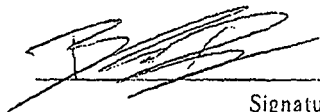
16. Have you sought help about this situation from a union, an attorney, or any other source? Yes ☐ No ☒

Provide name of organization, name of person you spoke with and date of contact. Results, if any?

Please check one of the boxes below to tell us what you would like us to do with the information you are providing on this questionnaire. If you would like to file a charge of job discrimination, you must do so either within 180 days from the day you knew about the discrimination, or within 300 days from the day you knew about the discrimination if the employer is located in a place where a state or local government agency enforces laws similar to the EEOC's laws. If you do not file a charge of discrimination within the time limits, you will lose your rights. If you would like more information before filing a charge or you have concerns about EEOC's notifying the employer, union, or employment agency about your charge, you may wish to check Box 1. If you want to file a charge, you should check Box 2.

Box 1 ☐ I want to talk to an EEOC employee before deciding whether to file a charge. I understand that by checking this box, I have not filed a charge with the EEOC. I also understand that I could lose my rights if I do not file a charge in time.

Box 2 ☒ I want to file a charge of discrimination, and I authorize the EEOC to look into the discrimination I described above. I understand that the EEOC must give the employer, union, or employment agency that I accuse of discrimination information about the charge, including my name. I also understand that the EEOC can only accept charges of job discrimination based on race, color, religion, sex, national origin, disability, age, genetic information, or retaliation for opposing discrimination.



Signature

10-2-15

Today's Date

PRIVACY ACT STATEMENT: This form is covered by the Privacy Act of 1974: Public Law 93-579. Authority for requesting personal data and the uses thereof are:

1. FORM NUMBER/TITLE/DATE. EEOC Intake Questionnaire (9/20/08).
2. AUTHORITY. 42 U.S.C. § 2000e-5(b), 29 U.S.C. § 211, 29 U.S.C. § 626, 42 U.S.C. 12117(a), 42 USC §2000ff-6.
3. PRINCIPAL PURPOSE. The purpose of this questionnaire is to solicit information about claims of employment discrimination, determine whether the EEOC has jurisdiction over those claims, and provide charge filing counseling, as appropriate. Consistent with 29 CFR 1601.12(b) and 29 CFR 1626.8(c), this questionnaire may serve as a charge if it meets the elements of a charge.
4. ROUTINE USES. EEOC may disclose information from this form to other state, local and federal agencies as appropriate or necessary to carry out the Commission's functions, or if EEOC becomes aware of a civil or criminal law violation. EEOC may also disclose information to respondents in litigation, to congressional offices in response to inquiries from parties to the charge, to disciplinary committees investigating complaints against attorneys representing the parties to the charge, or to federal agencies inquiring about hiring or security clearance matters.
5. WHETHER DISCLOSURE IS MANDATORY OR VOLUNTARY AND EFFECT ON INDIVIDUAL FOR NOT PROVIDING INFORMATION. Providing of this information is voluntary but the failure to do so may hamper the Commission's investigation of a charge. It is not mandatory that this form be used to provide the requested information.

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Additional Witnesses:

3. [REDACTED]

She would tell you that she has begun the investigation of the alleged sexual harassment issue, that she has interviewed the students, myself, and Gregory Johnson. Gregory Johnson is her immediate supervisor.

4. [REDACTED]

She would tell you that she took meeting minutes of the initial contact with the student. That everyone at the table knew that I was the one that made the first contact with the school about the incident.

5. [REDACTED]

He would tell you that he only gave orders that were passed down from Gregory Johnson.

6. [REDACTED]

Kim Dang is also a Board Member and wife of Gregory Johnson. She would tell you that she was notified of the demotion.

7. [REDACTED]

She would tell you that she knew that I was the one that made contact with the school first, that she was afraid of retaliation from the school and that is why she did not tell in the first place. She would state that we had the meeting that I mentioned earlier.

EXHIBIT 4

09/21/2016

Subject: Dr. Bralock's status at AUHS

From: Anita Renau Bralock ([REDACTED])

To: gjohnson@auhs.edu; kdang@auhs.edu; charles@russellhr.com; hrinfo@auhs.edu;
arbralock@gmail.com;

Bcc: [REDACTED]

Date: Tuesday, January 12, 2016 5:17 PM

I am writing about the status of my employment. I have been on suspension since October, and have heard nothing from AUHS about my position and job status.

I believe my suspension is because of the Title 9 student complaints of sexual harassment against Pastor, among other things. I know that I also complained about a number of issues concerning the WASC accreditation/investigation to Pastor, and that I had also taken a medical leave of absence. I know that these issues didn't sit well with the administration.

Please tell me what my job status is, and when AUHS requests my return date to be.

Also, Mr. Russell mentioned an investigation? What is the status of the investigation?

Thank you,
Dr. Anita Bralock

00/21/2016

EXHIBIT 5

09/21/2016

NOTICE TO EMPLOYEE AS TO CHANGE IN RELATIONSHIP
(Issued pursuant to California Unemployment Insurance Code § 1089)

To: Anita Bralock

Please be advised that effective February 5, 2016 your employment with
American University of Health Sciences ended.

09/21/2016

**CONFIDENTIAL SETTLEMENT AGREEMENT
AND GENERAL RELEASE OF ALL CLAIMS**

1. Parties. This Settlement Agreement and General Release of All Claims ("Agreement") is entered into by and between Anita Bralock ("Employee") and American University of Health Sciences ("AUHS").

2. Purpose of Agreement. Employee's employment with AUHS was terminated effective February 5, 2016, and the parties now desire to amicably and completely resolve any and all issues, claims and disputes that may exist between them and have, therefore, entered into this Agreement.

3. AUHS's Payments. As full, sufficient and complete consideration for Employee's promises and releases contained herein, AUHS agrees to pay Employee an amount equal to thirty days' wages. ("Severance Amount"). Payment of the settlement amount shall be by check and shall be sent via overnight delivery to Employee's home thirty days after the Agreement is signed.

4. Acknowledgment of Additional Consideration. Employee acknowledges that she has received payment of all compensation that has been earned, including accrued and unused vacation pay. The payments described above in paragraph 3, together with various other payments and promises by AUHS on Employee's behalf provide her with additional monies and undertakings which are not otherwise due now, or in the future, and which constitute valuable consideration for Employee's release of claims and other promises herein.

5. General Release.

A. Employee's Release: In exchange for AUHS's payments and other undertakings as described herein, Employee, for herself and her heirs, legal representatives, successors and assigns, does hereby completely release and forever discharge AUHS, any parent, subsidiary and affiliated companies, and their respective shareholders, officers, directors, representatives, employees, former employees, agents, attorneys, successors and assigns (herein collectively "the Releasees") from all claims, rights, demands, actions, obligations and causes of action of any and every kind, nature and character, known or unknown, that Employee may now have or has ever had against them, arising from or in any way connected with the employment relationship between the parties, any actions taken by any of the Releasees during the employment relationship, the termination of that relationship, and any other dealings of any kind between Employee and any of the Releasees up to the effective date of this Agreement, including but not limited to (a) any and all claims of "wrongful discharge," breach of express or implied contract, breach of the implied covenant of good faith and fair dealing, wrongful discharge in violation of public policy, intentional infliction of emotional distress, negligent infliction of emotional distress, fraud and defamation; (b) any tort of any nature; (c) any and all claims arising under any federal, state, county or municipal statute, constitution or ordinance, including but not limited to Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Americans with Disabilities Act, the Employee Retirement Income Security Act, the California Fair Employment and Housing Act, the California Constitution, the California Labor Code,

and any other laws and regulations relating to employment discrimination; and (d) any and all claims for compensation, bonuses, severance pay, vacation pay, expense reimbursement, attorneys' fees and costs.

B. Waiver of Unknown Claims. Employee has read Section 1542 of the Civil Code of the State of California, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Employee understands that Section 1542 gives her the right not to release existing claims of which she is presently unaware, unless she voluntarily chooses to waive this right. Having been so apprised, Employee nevertheless hereby voluntarily waives the rights described in Section 1542, and elects to assume all risks for claims that now exist in her favor, known or unknown, from the subject of this Agreement.

C. AUHS' Release: For and in consideration of Employee's execution of this Agreement and the covenants and promises contained herein, AUHS hereby releases and discharges Employee and her heirs, executors, administrators, trustees, legal representatives and assigns from any and all claims, demands, causes of action, and liabilities of any kind whatsoever, whether known or unknown to AUHS or which AUHS ever had, now have or hereafter may have by reason of any actual or alleged act, omission, transaction, practice, statement, occurrence or other matter from the beginning of time up to and including the date on which Employer execute this Agreement. This release does not preclude or prevent AUHS from commencing an

action to enforce the terms and conditions of this Agreement or seeking redress for an alleged violation thereof.

6. Covenant Not to Sue. Employee expressly represents she has initiated no litigation or investigation of any kind, directly or indirectly, in court or with an administrative agency such as the Department of Fair Employment and Housing or the Equal Employment Opportunity Commission, and AUHS is relying upon such representation as a condition of entering into this Agreement. Additionally, at no time in the future will Employee file or maintain any charge, claim or action of any kind, nature and character whatsoever against any of the Releasees, or cause or knowingly permit any such charge, claim or action to be filed or maintained, in any federal, state or municipal court, administrative agency, arbitral forum or other tribunal, arising out of any of the matters covered by the releases herein. Employee further agrees not to initiate, join, participate, encourage, or actively assist in the pursuit of any employment-related legal claims against AUHS or its employees or agents, whether the claims are brought on Employee's own behalf or on behalf of any other person or entity. Nothing in this paragraph shall preclude Employee from testifying truthfully in any legal proceeding pursuant to subpoena or other legal process.

7. Waiver of Rights Under Federal Age Discrimination in Employment Act ("ADEA"). Employee warrants that she has been advised to review this Agreement with legal counsel. Employee further warrants that she fully understands the contents and effect of this document, approves and accepts the terms and provisions of this Agreement, agrees to be bound thereby, and signs the same of her own free will. Employee understands that, under the federal Age Discrimination in Employment Act and the

Older Workers Benefit Protection Act, she has 21 calendar days from first receipt of this Agreement to consider the terms and sign it. Employee may sign the Agreement sooner. If she does so, she acknowledges with her signature that the decision to sign the Agreement before the expiration of 21 calendar days was her own and that as a result, she has voluntarily waived the 21-day consideration period. Employee shall have seven calendar days after signing the Agreement to reconsider and revoke this Agreement (the "Revocation Period"). Any revocation must be in writing and delivered to AUHS no later than the close of business on the seventh calendar day following Employee's signature of the Agreement.

8. Return of Property. To the extent she has not already done so, Employee shall immediately return to AUHS all AUHS property promptly upon her termination, including all keys, credit cards, files, documents, business records, customer records, computer discs and other AUHS property and assets that may be in her possession or control.

9. No Effect on Unemployment Claim. This agreement shall have no effect on Employee's entitlement to or claim for unemployment benefits.

10. Mutual Non-Disparagement Covenant.

A. Employee expressly represents that she has not made any disparaging statements, whether written or otherwise, to any third-parties (other than during her employment to co-workers and friends, or her spouse and attorneys), including but not limited to any accrediting bodies, and AUHS is relying on such representation in entering into this Agreement. Employee further agrees that she will not, at any time in the future, in any way disparage AUHS or its current and former officers, directors and

employees, verbally or in writing, or make any statements to the press or to third parties that may be derogatory or detrimental to AUHS's good name or business reputation.

B. AUHS will not, at any time in the future, make any derogatory or disparaging statements to any third parties about Employee, verbally or in writing. Upon inquiry to AUHS, its managers, or agents by a prospective employer, customer, or any other individual regarding Employee, Employer will only provide information regarding Employee's dates of employment and title of last job worked. Employer's internal records will reflect that Employee voluntarily resigned.

C. Nothing in this Agreement shall preclude either party from responding truthfully to inquiries made in connection with any legal or governmental proceeding pursuant to subpoena or other legal process.

12. Non-Disclosure Covenant. Employee further agrees that the terms and conditions of this Agreement will be held strictly confidential. Employee will not disclose, discuss or reveal the monetary or other terms of this Agreement to any other persons, entities or organizations, except spouse, attorneys, tax preparers, financial advisors, and any agency to which she is required to report income, unless disclosure is compelled by subpoena or other legal process or is necessary to enforce her rights under this Agreement. In the event Employee discloses the terms of this Agreement to any of the aforementioned individuals to whom disclosure is permitted, Employee shall specifically advise the recipient of the confidentiality provision herein and shall expressly condition the disclosure upon the recipient's agreement to maintain the confidentiality of this Agreement. If at any time in the future Employee believes that she may be required by subpoena or other legal process to disclose the terms of this Agreement, she will

provide written notification to AUHS's board immediately. It is agreed that if Employee is asked about her severance, she may reply that she and AUHS parted amicably.

13. No Future Employment. Employee agrees she will not hereafter seek to be employed or retained as an independent contractor by AUHS. Employee acknowledges that such is fair and justified under the circumstances and further acknowledges that any decision not to rehire or retain her is for good and legal cause based on this Agreement and does not give rise to any claims by her.

14. No Representations. Employee represents and agrees that no promises, statements or inducements have been made to her which caused her to sign this Agreement other than those expressly stated in this Agreement. AUHS represents and agrees that no promises, statements or inducements have been made to it, which caused it to sign this Agreement other than those expressly stated in this Agreement.

15. Arbitration. Any and all controversies arising out of or relating to the validity, interpretation, enforceability, or performance of this Agreement will be solely and finally settled by means of binding arbitration to be conducted in Orange County, California. Any arbitration shall be conducted in accordance with the then-current Employment Dispute Resolution Rules of the American Arbitration Association. The arbitration will be final, conclusive and binding upon the parties. All arbitrator's fees and related expenses shall be divided equally between the parties. In any action to enforce this Agreement the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs.

16. Governing Law. This Agreement shall be construed in accordance with the laws of the State of California, except Paragraph 15, which shall be construed and governed in accordance with federal law.

17. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all other agreements and understandings between them that may have related to the subject matters contained herein. No modification, amendment or waiver of any of the provisions of this Agreement shall be effective unless approved in writing by both parties.

18. Severability. The provisions of this Agreement shall be considered to be separable and independent of each other. In the event any provision of this Agreement is found by an arbitrator or a court of competent jurisdiction to be invalid, such finding shall not affect the validity or effectiveness of any or all of the remaining provisions of this Agreement.

19. Construction of Agreement. This Agreement shall not be construed in favor of or against any of the parties hereto, regardless of which party initially drafted it. This Agreement was reached through arms-length negotiations by the parties and it represents a final, mutually-agreeable compromise.

20. Additional Warranties. Employee expressly warrants that she has read and fully understands this Agreement; that the severance payments and other undertakings of AUHS herein constitute valuable consideration for this Agreement; that she has been given a reasonable period of time to consider this Agreement; that she has had the opportunity to consult with legal counsel of his own choosing and to have the terms of the Agreement fully explained to her; that she is not executing this Agreement in reliance on any promises, representations or inducements other than those contained herein; and that she is executing this Agreement voluntarily, free of any duress or coercion.

21. Effective Date: This Agreement shall become effective on the day it is executed by Employee. In the event the Agreement is revoked or not signed it shall have no force or effect.

22. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same instrument.

I have read the foregoing Confidential Settlement Agreement and Mutual General Release of Claims and I accept and agree to the provisions contained in this Agreement and hereby execute it voluntarily with the full understanding of its consequences.

PLEASE READ CAREFULLY, THIS AGREEMENT
CONTAINS A MUTUAL GENERAL RELEASE OF ALL
KNOWN AND UNKNOWN CLAIMS

AMERICAN UNIVERSITY OF HEALTH
SCIENCES

DATED: _____

By: _____

Pastor Gregory A. Johnson, Vice President

EMPLOYEE

DATED: _____

Anita Bralock