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<div data-bbox="181 619 256 655" data-label="Text"><p>██████</p></div> <div data-bbox="464 686 647 726" data-label="Text"><p>Complainant,</p></div> <div data-bbox="370 768 406 795" data-label="Text"><p>v.</p></div> <div data-bbox="180 833 457 873" data-label="Text"><p>George Dapper, Inc.,</p></div> <div data-bbox="464 907 633 945" data-label="Text"><p>Respondent.</p></div>	<div data-bbox="764 615 1401 758" data-label="Text"><p>STATE OF NEW JERSEY OFFICE OF THE ATTORNEY GENERAL DEPARTMENT OF LAW & PUBLIC SAFETY DIVISION ON CIVIL RIGHTS</p></div> <div data-bbox="764 798 1060 831" data-label="Text"><p>Administrative Action</p></div> <div data-bbox="764 869 1209 905" data-label="Text"><p>DCR Docket No. EL03MB-63491</p></div>
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CONSENT ORDER AND DECREE

WHEREAS, ██████ ("Complainant") filed a verified complaint with the New Jersey Division on Civil Rights ("DCR") with Docket No. EL03MB-63491 alleging that her former employer Respondent, George Dapper, Inc. ("Respondent") discriminated against her based on a disability in violation of the New Jersey Law Against Discrimination (the "DCR Action"); and

WHEREAS, Respondent George Dapper, Inc. is an employer headquartered in Iselin, New Jersey with over 500 employees throughout the State of New Jersey; and

WHEREAS, the matter has been the subject of an investigation and the Director of the Division on Civil Rights (the "Director") has found probable cause to credit the allegations of unlawful discrimination; and

WHEREAS, Respondent denies the allegations of the verified complaint; and

WHEREAS, the parties desire to conciliate and settle the matter without the necessity of a public hearing.

NOW THEREFORE, it is on this day 23 of Oct., 2014,
ORDERED and AGREED as follows:

1. Respondent agrees that all employment decisions shall comply with the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., and shall be conducted in a nondiscriminatory manner, and that Respondent shall not implement any policy or procedure having the effect of discriminating against any individual on the basis of race, creed, color, national origin, ancestry, age, marital status, civil union status, domestic partnership status, affectional or sexual orientation, genetic information, pregnancy, sex, gender identity or expression, disability, liability for service in the Armed Forces of the United States or nationality.

2. Respondent agrees not to engage in any act prohibited by the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 to -42, including any retaliatory conduct against [REDACTED], [REDACTED]'s family, or against any witness or participant in these proceedings, or allow any of its employees to engage in any such conduct.

3. Respondent agrees to comply with all posting and notice requirements for employers and owners of places of public accommodation pursuant to N.J.A.C. 13:8-1.2 and 13:8-1.4.

MONETARY RELIEF & RELEASE

4. Although disputing the allegations set forth in the December 6, 2012 verified complaint and March 31, 2014 finding of probable cause, Respondent shall pay the Complainant

the total sum of forty-five thousand dollars (\$45,000) to resolve this matter. Such payment shall be made as follows:

- a. A payment of forty-five thousand dollars (\$45,000) shall be made within thirty (30) days from the execution of this agreement; and
- b. Payment shall be made by check or money order, be made payable to [REDACTED] and shall be delivered to Carlos Bellido, Chief of Staff, New Jersey Division on Civil Rights, P.O. Box 46001, 31 Clinton Street, 3rd Floor, Newark, New Jersey 07102 for delivery to [REDACTED].

5. Complainant [REDACTED] shall be solely responsible for paying any and all federal, state or local taxes that may be due on the payment referenced in paragraph 4 and make no claim against Respondent for the payment of appropriate taxes on the payment or the payment of any applicable interest or penalties. Complainant shall defend, hold harmless, and indemnify Respondent from and against any and all claims, actions, or proceedings (including claims for taxes, penalties, or interest) against Respondent in which it is asserted that monies should have been withheld from the payment referenced in paragraph 4 and remitted to a governmental instrumentality or other entity or person.

6. Complainant [REDACTED] acknowledges that she is responsible for her costs incurred in connection with the DCR Action.

7. In consideration for the execution of this agreement and payment as set forth in paragraph 4, Complainant [REDACTED] expressly waives, releases and gives up any claims that have been asserted or could have been asserted in the DCR Action. Such release shall pertain and be limited to claims that relate to the facts asserted in Complainant's verified complaint and that fall

under the purview of the New Jersey Law Against Discrimination; the Americans with Disabilities Act; and Title VII of the Civil Rights Act of 1964.

8. In consideration for the execution of this agreement, Respondent expressly waives, releases and gives up any and all claims or counterclaims Respondent may have against Complainant [REDACTED] which pertain to the facts asserted in Complainant's verified complaint.

EQUITABLE RELIEF

9. Respondent shall provide a neutral reference for Complainant to any potential employer or inquiring entity. The neutral reference shall only include her date of hire, her position at her date of hire, her date of separation, her position at the date of separation, and that her separation from employment was not for cause. Respondent will also state that Complainant [REDACTED] met all the requirements of her various employment positions with Respondent. Respondent shall not disclose any information relating to [REDACTED]'s disability and this DCR action.

10. By no later than forty-five (45) days from the execution of this agreement, Respondent shall review and revise its procedure for requesting an accommodation and procedure for processing such requests (referred herein as "the Policy") to be in accordance with the American with Disabilities Act (ADA), 42 U.S.C. Section 12101 et seq., and the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq. The Policy shall contain, at minimum, the following:

- a. Detailed instructions on how to file a request for an accommodation relating to a disability, which includes the name and title of the person or persons designated to receive, process, and coordinate such a request by an employee or applicant with a disability; and

- b. An explanation of what may constitute a reasonable accommodation related to a disability, such as referencing types of accommodations provided by Respondent in the past or highlighting examples in N.J.A.C. 13:13-2.5(b); and
- c. A defined interactive process which may include steps the individual requesting the accommodation and Respondent should take;
- d. A statement that Respondent will engage in the interactive process with the individual making the request; and
- e. A statement that acknowledges a request for an accommodation related to a disability need not be in writing or use the words “reasonable accommodation” to trigger Respondent’s responsibility to engage in the interactive process to address such a request; and
- f. A process that ensures determinations by Respondent related to an individual’s request for an accommodation be made in a timely fashion and be provided to the individual in writing soon thereafter; and
- g. A measure that permits an individual requesting an accommodation an opportunity to clarify or appeal Respondent’s determination; and
- h. A statement that informs Respondent’s employees that they may file a discrimination complaint with DCR and/or the Federal Equal Employment Opportunity Commission relating to disability discrimination.

11. Respondent shall forward a copy of the Policy to Ana Limo-Magras at the Division on Civil Rights, P.O. Box 46001, Newark, New Jersey 07102 no later than (5) days after its completion.

12. The Policy shall be distributed to Respondent's employees no later than sixty (60) days from the effective date of this agreement. Respondent shall maintain a copy of the Policy in a readily accessible location in its offices.

13. Respondent shall arrange for training on this Policy to all members of Respondent's management and any human resources employees that process requests for accommodations. Such training shall also include measures for identifying and detecting requests for accommodations relating to a disability which are not in writing or phrased as a "reasonable accommodation." All such training shall be completed within sixty (60) days from the effective date of this agreement. Respondent shall inform the Division of the date, time and location of the training session or sessions. Respondent will provide any materials used in these sessions, including but not limited to handouts and a copy of any PowerPoint slides. Respondent will also permit one or more representatives of the Division to attend any or all sessions.

MISCELLANEOUS

14. Complainant is bound by this Agreement. Those who succeed to her rights and responsibilities, such as her heirs, administrators, representatives, executors, successors, and assigns are also bound.

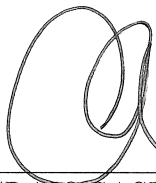
15. This Agreement is also binding on Respondent, any subsidiary, or affiliate entities and its successors and assigns.

16. It is acknowledged that the Complainant [REDACTED] and Respondent have entered into a Confidentiality Agreement in connection with the resolution of this matter. DCR is not a party to that separate agreement, nor does it make any representations as to that agreement. Complainant has been advised that she may obtain an attorney to review that separate agreement.

17. This agreement shall be governed and interpreted in all respects in accordance with the laws of New Jersey.

18. This Consent Order and Decree shall have the same force and effect as a cease and desist order issued by the Director pursuant to N.J.S.A. 10:5-19 and shall operate as a complete and final disposition of the aforesaid verified complaint, subject only to the fulfillment of all the foregoing provisions.

19. In the event that Respondent defaults with respect to any provision herein, which would include failing to timely comply with the payment provision set forth in paragraph 4, Respondent hereby consents to the entry of this Consent Order and Decree in the Chancery Division of the Superior Court of New Jersey, thereby making this Consent Order and Decree an order of the Court for purposes of enforcement therein.



CRAIG SASHIHARA, DIRECTOR
OF THE NEW JERSEY DIVISION
ON CIVIL RIGHTS

10-23-14
DATE

**THE PARTIES CONSENT TO THE FORM, CONTENT AND
ENTRY OF THIS CONSENT ORDER:**

FOR COMPLAINANT:

[REDACTED]

29 Sept 2014
DATE

FOR THE NEW JERSEY DIVISION ON CIVIL RIGHTS:

JOHN J. HOFFMAN
ACTING ATTORNEY GENERAL OF NEW JERSEY

By: FYD
Fang-Yi D. Foo, DAG

10/3/14
DATE

FOR RESPONDENT:

Carli Dapper
Carli Dapper
George Dapper, Inc., President

10/15/14
DATE