

**STATE OF NEW JERSEY  
DEPARTMENT OF LAW & PUBLIC SAFETY  
DIVISION ON CIVIL RIGHTS  
DOCKET NUMBER PL11HB-63842**

**Yvonne Ware and the Director of the )  
New Jersey Division on Civil Rights, )  
Civil Rights, )  
)  
Complainants, )  
)  
v. )  
)  
Navgrah, LLC, )  
d/b/a Mark Variety Store, )  
)  
Respondent. )**

**ADMINISTRATIVE ACTION**

**CONSENT ORDER AND DECREE**

WHEREAS, Yvonne Ware (Complainant) filed a verified complaint with the New Jersey Division on Civil Rights alleging that on October 20, 2012, Navgrah, LLC, d/b/a Mark Variety Store (Respondent) denied him equal access to its business because he was accompanied by a service dog, hereafter known as the "Incident"; and

WHEREAS, Respondent is a business operating a retail store at One East State Street, Trenton, New Jersey, and as such is subject to the public accommodation provisions of the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 to -49; 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 as to the allegations of unlawful discrimination; and

WHEREAS, in the public interest, the Director was added as a complainant in this matter; and

WHEREAS, Respondent denies that an act of unlawful discrimination occurred as alleged in the verified complaint and Respondent's acceptance of these terms does not constitute an admission to violating the LAD; and

WHEREAS, Complainant and Respondent desire to resolve this matter amicably without the necessity and expense of a public hearing;

NOW THEREFORE, it is on this 19<sup>th</sup> day of NOV October 2014, **ORDERED** and **AGREED** as follows:

1. Respondent agrees to pay to Complainant ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00). This payment shall be made within fifteen days of the full execution of this agreement, in the form of a check payable to Yvonne Ware. The check shall be delivered to Investigator J. Manuel Castillo, New Jersey Division on Civil Rights, P.O. Box 90, 140 East Front Street, 6<sup>th</sup> floor, Trenton, NJ 08625.

2. Respondent agrees to comply with all applicable laws regarding service dogs and guide dogs, including N.J.S.A. 10:5-29 of the New Jersey Law Against Discrimination, which requires in pertinent part, that any person with a disability accompanied by a service or guide dog trained by a recognized training agency or school is entitled, with his or her dog, to the full and equal enjoyment, advantages, facilities and privileges of all public facilities, providing the service or guide dog is kept in that person's immediate custody at all times.

3. Within 30 days of the execution of this agreement, Respondent agrees to permanently display a sign near the entrance of its store located at One East State Street, Trenton, New Jersey

informing customers and visitors that service dogs and guide dogs are welcome. This sign will be provided by the Division on Civil Rights within 21 days of the execution of this agreement.

4. Respondent agrees that, within 90 days of the execution of this order, its owners/operators, Harshad Desai and Daksha Desai, will attend a training session on the requirements of the New Jersey Law Against Discrimination regarding service animals. Such training shall also include sensitivity training for situations in which the owner or employees are interacting with customers, potential customers or other visitors who are accompanied by service animals. The training shall be provided and coordinated by the Division on Civil Rights at the Respondent's place of business, at a mutually agreed-upon time, and without cost to Respondent. Respondent will ensure that all current and future employees are informed of the rights of people with disabilities to be accompanied by a trained service dog in the premises.

5. By accepting these settlement terms, Respondent does not admit to violating the New Jersey Law Against Discrimination, and this consent order and decree shall not constitute an adjudication that Respondent has violated the New Jersey Law Against Discrimination or any other statute or regulation. Subject only to full satisfaction of the terms of settlement, this settlement shall operate as a complete and final disposition of the charges and all claims relating to the incident contained in the verified complaint.

6. Respondent and Complainant agree not to engage in any retaliatory conduct against each other or any participant in these proceedings.

7. In consideration for the payment set forth above, the Complainant will withdraw any other pending actions arising from the Incident, and will refrain from filing any other actions, lawsuits, proceedings, claims, charges, or complaints arising in whole or in part out of the


Incident, or in any way connected to the Incident with any local, state, or federal agency, self-regulatory organization, administrative, arbitration forum, court, or other entity.

8. Upon full satisfaction of the terms of settlement, the Division and its Director agree to close their investigation of this incident without a finding that the Respondent has violated the LAD or any other statute or regulation..

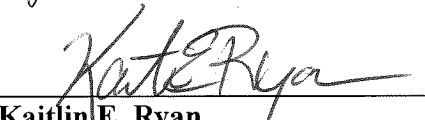
9. To the extent that any term or provision of the Agreement is deemed void or not in compliance with the applicable law, the term or provision will be void, while all other terms or provisions will be enforceable.

  
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**CRAIG SASHIHARA, DIRECTOR**  
**NEW JERSEY DIVISION ON CIVIL RIGHTS**

DATED: 11-19-14

  
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**Yvonne Ware, Complainant**

DATED 10/31/14

  
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**Kaitlin E. Ryan**  
**Attorney for Navgrah, LLC**  
**d/b/a Mark Variety Store, Respondent**

DATED 11/6/14

