

██████████,

Complainant,

v.

CLEANTEK, INC.

Respondent.

CONCILIATION AGREEMENT

WHEREAS, a verified complaint was filed on May 12, 2015 (the "Verified Complaint") with the New Jersey Division on Civil Rights ("the Division") by Complainant ██████████ ("██████" or "Complainant"), under Division Docket Number EL11HB-65285, alleging that her former employer, CleanTex, Inc. ("Respondent" or "CleanTex"), terminated her on the basis of perceived disability, in violation of the New Jersey Law Against Discrimination, N.J.S.A. 10:5-12 et seq. (the "LAD"); and

WHEREAS, Respondent, a laundry and linen service, operates a facility located in Trenton, New Jersey where Complainant was employed during April 2015; and

WHEREAS, Respondent denies the allegations of the Verified Complaint; and

WHEREAS, the Division's investigation credited the allegations of the Verified Complaint, and on November 17, 2016, the Director of the Division (the "Director") issued a Finding of Probable Cause; and

WHEREAS, the Respondent denies Complainant's allegations, but nonetheless desires to conciliate and settle this matter without the necessity of a public hearing; and

WHEREAS, all parties desire to amicably settle the matter without the necessity and expense of further litigation and enter into this Conciliation Agreement ("Agreement");

NOW, THEREFORE, it is on this 14th day of February, 2017 AGREED as follows:

1. Respondent agrees that all employment decisions affecting persons employed in New Jersey shall comply in full with the LAD and that all employment decision making will be conducted in a nondiscriminatory manner. Further, and as to all persons employed in New Jersey, Respondent agrees not to implement any policy or procedure having the purpose or effect of discrimination on the basis of actual or perceived race, creed, color, national origin, ancestry, age, marital status, civil union status, domestic partnership status, sexual orientation, genetic information, sex, gender identity or expression, disability, atypical hereditary cellular or blood trait, liability for service in the Armed Forces of the United States, nationality, or pregnancy.

POLICY AND TRAINING

2. Respondent agrees to create and distribute to all employees of CleanTex, a written policy addressing discrimination and harassment in the workplace (the "Policy"). The Policy will include terms addressing disability and the availability of reasonable accommodations for employees who are disabled or who become disabled. The Policy will be written in both English and Spanish.

3. A copy of the Policy described above will be provided to the Division within thirty (30) days of the execution of this Agreement. The Policy will be submitted to Deputy Attorney General Megan Harris, New Jersey Department of Law & Public Safety, 124 Halsey Street, 5th Floor, Newark, New Jersey 07101, Newark, New Jersey 07102.

4. Respondent will post a copy of the Policy in a conspicuous location, easily visible to all employees, at each of its facilities located in New Jersey.

5. Within sixty (days) of the date this Agreement is fully executed, Respondent agrees to arrange for all employees of CleanTex who work in or have responsibility for the operations of a CleanTex facility located in New Jersey, to undergo training on the LAD and Respondent's Policy with

respect to disability and the availability of reasonable accommodations for employees who are disabled or who become disabled. The training will be conducted, where necessary for those who are expected to attend, with an interpreter present, who will work alongside the trainer (s) to translate the presentation to Spanish. Notice of the training session (or each session if more than one is necessary) and a copy of the training materials to be used shall be submitted at least ten (10) days in advance of each session to Deputy Attorney General Megan Harris, New Jersey Department of Law & Public Safety, 124 Halsey Street, 5th Floor, Newark, New Jersey 07101, Newark, New Jersey 07102.

6. Each employee of Respondent who attends or completes the training described above will sign an acknowledgment form, indicating that he or she attended or completed the training in its entirety. A copy of the signed acknowledgment form will be retained by Respondent.

PAYMENT AND SUSPENDED PENALTY

7. For the purpose of resolving this matter, and without admitting the allegations set forth in the Finding of Probable Cause or Verified Complaint, Respondent agrees to pay Complainant [REDACTED] the total amount of seventy-five thousand dollars (\$75,000.00) in resolution of the allegations that she suffered discrimination on the basis of perceived disability. Respondent will make the payment in installments as follows:

- Payment No. 1. \$15,000.00 to be paid no later than February 24, 2017;
- Payment No. 2. \$15,000.00 to be paid no later than March 31, 2017;
- Payment No. 3. \$15,000.00 to be paid no later than April 30, 2017;
- Payment No. 4. \$15,000.00 to be paid no later than May 31, 2017;
- Payment No. 5. \$15,000.00 to be paid no later than June 30, 2017;

Each installment will be made by check payable to “[REDACTED]” and delivered (for receipt no later than the corresponding date set forth above) to Deputy Attorney General Megan Harris, New Jersey

Department of Law & Public Safety, 124 Halsey Street, 5th Floor, Newark, New Jersey 07101, Newark, New Jersey 07102.

8. A Form 1099 will be issued for the cumulative payments to [REDACTED], but no deductions will be taken from the payments, and [REDACTED] understands and agrees that she will be solely responsible for the payment of appropriate taxes on the payment. [REDACTED] acknowledges that neither Respondent nor the Division have made any representations or given any advice concerning the taxability of the payments described in Paragraph 7, and she agrees not to seek indemnification from Respondent for any tax liability.

9. If Respondent materially defaults on or violates any provision of this Agreement, including failure to make payment in the manner and on the schedule set forth above, Respondent will be liable to the Division for a penalty of ten-thousand dollars (\$10,000.00), which amount will be in addition to its obligation to complete full payment to Complainant of \$75,000.00.

GENERAL PROVISIONS

10. The parties expressly acknowledge that this Agreement represents a settlement of disputed rights and claims. Nothing in the terms of this Agreement or in its execution shall be construed as an admission of liability or wrongdoing by any party to this matter.

11. Respondent agrees to voluntarily refrain from and is hereby enjoined from taking retaliatory action against any person who, in any way, participated in the investigation or litigation of this matter.

12. This Agreement 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.

13. In the event that Respondent defaults in any material respect as to any provision herein, Respondent hereby consents to the entry of this Conciliation Agreement in the Chancery Division of the

Superior Court of New Jersey, thereby making this Agreement an Order of the Court for purposes of enforcement therein.

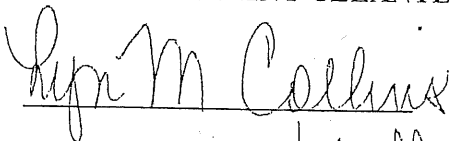
14. Should Respondent fail to timely pay the sums set forth in this Agreement, it shall pay, in addition to interest on the unpaid sums, all reasonable costs and expenses incurred in any further proceedings or steps necessary to collect or enforce the respective agreements herein and awarded by a court of competent jurisdiction.

15. New Jersey Law shall govern the enforcement of this Conciliation Agreement.

16. Upon execution by all parties, which includes the Director of the Division on Civil Rights, this Agreement shall operate as a complete and final disposition with prejudice of the allegations contained in the Verified Complaint, subject only to the fulfillment of all provisions of this Agreement. Upon fulfillment of those provisions, the Verified Complaint is dismissed with prejudice.

17. Nothing in this Conciliation Agreement shall in any manner be construed to limit or affect the rights of any persons, other than the parties to this Agreement, who may have a claim against Respondent or any individual or entity involved in this matter.

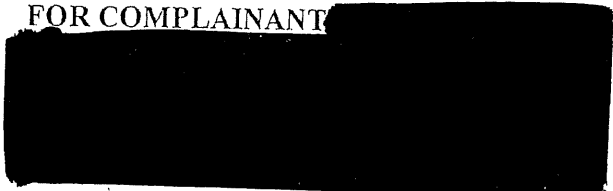
FOR RESPONDENT CLEANTEX, INC.:



Dated: 2/8/2017

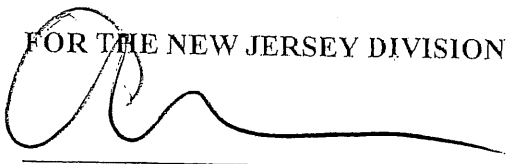
Print name and title Lynn M. Collins, Director of Human Resources

FOR COMPLAINANT



Dated: 2-13-17

FOR THE NEW JERSEY DIVISION ON CIVIL RIGHTS:



Dated: 2-14-17

CRAG SASHIHARA
DIRECTOR, DCA