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STATE OF NEW JERSEY
OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW & PUBLIC SAFETY
DIVISION ON CIVIL RIGHTS
DCR DOCKET NO.: EN25WM-63849

R. C.,

Complainant,

v.

Housing Authority of the City of Long
Branch,

Respondents.

Civil Action

**ADMINISTRATIVE
CONSENT ORDER**

WHEREAS, this matter was commenced on April 24, 2013, when Complainant R.C. (“Complainant” or “R.C.”) filed a verified complaint (“Verified Complaint”) with the New Jersey Division on Civil Rights (“DCR” or “Division”) against the Housing Authority of the City of Long Branch (“Respondent”), alleging that Respondent subjected her to discrimination based

on her race and gender, and to retaliation in violation of the New Jersey Law Against Discrimination (“LAD”), N.J.S.A. 10:5-1 et seq.

WHEREAS, DCR conducted an investigation into the allegations in the Verified Complaint and issued a Finding of Probable Cause on November 16, 2016; and

WHEREAS, Respondent continues to deny all the allegations of discrimination but nonetheless agreed to commence settlement discussions;

WHEREAS, it is now the intention of the parties to settle, compromise and resolve in good faith, the differences and disputes that exist or may exist and the parties desire to amicably settle the matter without the necessity and expense of a public hearing;

NOW, THEREFORE, it is on this 10th day of July, 2017,

ORDERED and AGREED as follows:

LAD COMPLIANCE

1. Respondent agrees that it shall comply with the provisions of the LAD, N.J.S.A. 10:5-1 et seq., and shall not engage in any retaliatory conduct against Complainant, Complainant’s family, or against any witness or participant in these proceedings, or allow any of its employees or agents to engage in any such conduct.

2. Respondent shall display conspicuous notice of rights and obligations pursuant to the LAD, N.J.S.A. 10:5-1 et seq. Respondent agrees to comply with all applicable posting and notice requirements for employers, housing providers and owners of places of public accommodations pursuant to N.J.A.C. 13:8-1.2, N.J.A.C. 13:8-1.3, N.J.A.C. 13:8-1.4 and

N.J.A.C. 13:8-2.2. The notices to be displayed pursuant to this paragraph may be obtained from the Division's Website, www.NJCivilRights.gov. Posters must be displayed in locations easily visible to all employees and applicants for employment, all tenants and prospective tenants, and all persons seeking or using the accommodations.

POLICIES AND TRAINING

3. Respondent shall ensure that its managers, supervisors, employees and/or agents are appropriately trained on the LAD and that any practices and/or procedures adopted comply with the LAD, N.J.S.A. 10:5-1 et seq., as well as with other Federal and State anti-discrimination laws.

4. No later than sixty (60) days from the execution of this agreement, Respondent will review and revise as necessary its anti-discrimination policies concerning employment (hereinafter "Employment Policies") and its anti-discrimination policies concerning housing (hereinafter "Housing Policies") to ensure they are in compliance with applicable State and Federal anti-discrimination laws. As part of this review, Respondent should ensure that both the Employment Policies and Housing Policies include, at a minimum, the following provisions:

a. A listing of the various bases of prohibited discrimination, which shall be consistent with the protected classes outlined in the LAD, N.J.S.A. 10:5-1 et seq., and federal anti-discrimination laws;

b. An express prohibition against harassment based on sex or any of the protected classes, with examples of the type of behavior that would be deemed a violation of the policy;

c. A complaint process explaining how and with whom an employee, tenant or other individual may file a complaint of discrimination. The procedures adopted should provide alternate methods for reporting allegations of discrimination in the event that a supervisor or

other person designated to receive a complaint is perceived to be involved in the alleged acts of discrimination or harassment;

d. Provisions acknowledging that Respondent will provide reasonable accommodations to individuals with disabilities; explaining how an individual may make a request, which should include the name and title of the person or persons designated to receive, process, and coordinate such requests for Respondent; and how Respondent will maintain the confidential nature of any information obtained by Respondent in connection with a request for reasonable accommodation;

e. A provision specifically indicating that it is violation of the policy to retaliate and/or otherwise discriminate against any individual for making a complaint or otherwise assisting in any complaint.

5. Respondent shall provide a copy of the revised policies, as necessary pursuant to paragraph 4, being adopted to Carlos Bellido, Chief of Staff, Division on Civil Rights, 31 Clinton Street, 3rd floor, P.O. Box 46001, Newark, New Jersey 07102, at least ten days prior to their implementation by Respondent.

6. The Employment Policies established pursuant to paragraph 4 shall be disseminated to Respondent's agents, supervisors and employees within thirty (30) days of their approval by Respondent's Board of Commissioners, but not more than ninety (90) from the date this Consent Order is entered. The Employment Policies, as adopted and/or later modified, shall also be included with all compilations of Respondent's employee policies and maintained and/or posted in places where Respondent generally maintains/posts its employment policies. Respondent shall provide notice to all of its tenants, employees and agents of the Housing Policies revised pursuant to paragraph 4. The notice shall summarize the changes made in the

policies, identify the name and contact information of the individual to who a tenant may make a complaint under the policies and specify where a tenant may review the complete set of policies. This notice shall be disseminated within thirty (30) days of their approval by Respondent's Board of Commissioners, but not more than ninety (90) from the date this Consent Order is entered. The Housing Policies should also be maintained and/or posted in places where Respondent generally maintains/posts notices to tenants or perspective tenants. Respondent shall also maintain a copy of the Policies in a readily accessible location in each of its offices.

7. Respondent agrees to conduct training of its supervisors, managers, employees, agents and human resources personnel on the policies outlined in paragraph 4 and the LAD, N.J.S.A. 10:5-1 et seq. Respondent shall also ensure that individuals involved in providing or managing housing for Respondent have been trained on the requirements of the policies and the LAD, N.J.S.A. 10:5-1 et seq. Said training shall include, but not be limited to:

a. An understanding of the LAD, including the general purpose of the legislation and types of discrimination covered by the Act;

b. An understanding of what types of actions may constitute race discrimination, such as the use of derogatory words or stereotypical comments;

c. An understanding of what types of actions may constitute gender discrimination and/or sexual harassment;

d. An understanding of Respondent's obligations to address complaints of discrimination in employment and with respect to the management of a housing complex;

e. An understanding of Respondent's obligations with regard to addressing requests for reasonable accommodations, and how to recognize a request for reasonable accommodation;

f. An understanding of what is meant by engaging in the interactive process in connection with a request for a reasonable accommodation and what may constitute an undue burden;

g. An understanding of the distinction between a reasonable accommodation and a reasonable modification in the housing context; and

h. An understanding that an individual who makes a complaint of discrimination or otherwise assists in a complaint shall not be subject to retaliation.

8. All training required by paragraph 8 shall be completed within six months of the execution of this Agreement. Each individual who participates in training and receives instruction will sign a statement acknowledging that he or she has participated in, understands, and has completed the training. Respondent shall submit an outline of the subject matter being covered and provide a copy of any materials used in these sessions, including but not limited to handouts and any Power Point slides, to Chief of Staff Bellido for review prior to training. Respondent will provide DCR with at least ten days' notice of when the training is to occur and shall permit one or more representatives of DCR to attend any or all sessions. Alternatively, Respondent may arrange for DCR to conduct the required training. If, however, training is provided by DCR and as requested by Respondent cannot be conducted within the time period as required herein, through no fault or delay by Respondent, then the provisions of this Administrative Consent Order shall be extended until such training has been provided.

MONITORING

9. For a period of two years following the execution of this Consent Order by all parties (hereafter referred to as the "Monitoring Time Period"), the Division will monitor Respondent to ensure compliance with the LAD and this Consent Order.

10. Within 60 days of the effective date of this Consent Order, Respondent shall establish a system for maintaining a record of all allegations and/or complaints of discrimination received. These records will include, at minimum, the names and contact information (address, phone number, and e-mail address if applicable) for the individual(s) alleging discrimination or involved in the alleged incident of discrimination; a description of the alleged discrimination and an explanation of how Respondent investigated, addressed or resolved the allegations of discrimination. Respondent shall maintain copies of any documentation related to the alleged discrimination and how same was investigated, addressed or resolved by Respondent. Respondent shall maintain the records for a period of at least three years, or longer if otherwise required by law. Respondent shall allow a DCR representative to review the documentation upon request.

11. Respondent shall provide DCR, via Chief of Staff Bellido, a report every six months during the Monitoring Time Period. The first report should be provided within six-months of the complete execution of the Consent Order by the Director of DCR, and the subsequent reports shall be provided within six months of the last. At a minimum, the reports are to include the following information: (1) the number of complaints received; (2) an identifier for each person making a complaint (i.e. Tenant 1, Tenant 2, Employee 1, Employee 2, etc.); (3) the nature of the allegation of discrimination or harassment from each complaint; (4) a

description of how Respondent investigated, addressed and/or resolved the complaint or allegation of discrimination; and (5) the written disposition of any complaint received. The Division shall maintain the monitoring reports as part of its investigative file. Respondent may ensure that personal identifying information is redacted from the report, but such identifying information shall be made available to the Division upon request.

MONETARY PAYMENTS AND PENALTIES

12. Respondent shall pay to Complainant the total sum of Twenty-Five Thousand Dollars (\$25,000.00) in settlement of all claims and damages arising from the allegations set forth in the Verified Complaint and Finding of Probable Cause.

13. A check made payable to Complainant shall be mailed to the attention of DCR Chief of Staff Bellido within 20 days of the date of the fully executed Consent Order, contingent on receipt of documents necessary to issue the payment, including receipt of a W-9 form from Complainant and the results of a Child Judgment Support Search. DCR shall record receipt of the payment and forward it to Complainant.

14. Complainant shall be solely responsible for paying any and all federal, state or local taxes that may be due on the Settlement Amount. Additionally, Complainant is solely responsible for any penalties or interest relating to any State, Federal or local taxes or tax liens, that may be required by law to be paid by Complainant with respect to the Settlement Amount. Respondent shall issue Complainant appropriate tax documentation for the Settlement Amount as required.

15. Respondent shall be liable for a civil penalty in the amount of Five Thousand Dollars (\$5,000.00) (hereinafter "Penalty Amount") for the alleged violations of the LAD. The Director agrees to suspend and automatically vacate the Penalty Amount upon the expiration of the Monitoring Time Period set forth in paragraph 11, provided:

- a. Respondent timely makes the payment to Complainant as referenced in paragraphs 12 of the Consent Decree;
- b. Respondent complies with all the provisions of this Consent Decree; and
- c. Respondent is not adjudicated in any judicial or administrative forum to have committed any violations of the LAD or substantially similar anti-discrimination laws, said violations occurring during the Monitoring Time Period.

DEFAULT AND GENERAL PROVISIONS

16. In the event Respondent fails to comply with the terms of this Agreement, in addition to prompt payment of the Settlement Amount owed to Complainant, the Penalty Amount of Five Thousand dollars (\$5,000.00) shall be immediately due and payable upon notice by the Director. The Penalty Amount shall be paid by check made out to "Treasurer, State of New Jersey" and mailed to Chief of Staff Bellido.

17. In the event of a default by Respondent, the Director and/or Complainant shall provide Respondent with written notice of the specific details of Respondent's alleged noncompliance and Respondent shall be afforded a fifteen-day period within which to cure any such noncompliance. In the event of Respondent's failure to cure any such noncompliance, Complainant and/or the Director may move on notice or by Order to Show Cause to have the Judgment entered for Respondent's entire Settlement Amount, including the Penalty Amount.

Respondent shall have the right to submit opposition to any such motion or Order to Show Cause application filed by Complainant and/or the Director and to contest same on any return date.

18. Should Respondent be found in default or fail to timely pay the sums set forth in this agreement, it shall pay, in addition to the sums outlined in paragraphs 13 and 16 and reasonable costs and expenses incurred in any further proceedings or steps necessary to collect or enforce this Consent Order.

19. In the event that Respondent is found to be in default with respect to any provision herein, 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.

20. The parties to this Consent Order acknowledge that for the purpose of enforcement of this Consent Order, New Jersey law shall govern the terms and provisions herein.

21. As used in this Consent Order, the plural shall include the singular and the singular shall include the plural. In addition, "or" and "and" shall be interpreted conjunctively.

22. The parties to this Consent Order represent that a person authorized to sign a document legally binding each party to its terms has signed this Consent Order with full knowledge, understanding, and acceptance of its terms.

23. This Consent Order constitutes the entire agreement between the parties with respect to its subject matter. Any addition, deletion, or change to this Consent Order must be in writing and signed by all parties.

24. The parties to this Consent Order have negotiated and fully reviewed its terms.

Uncertainty or ambiguity shall not, therefore, be construed against the drafter.

25. This Consent Order is executed in settlement of the allegations made against Respondents in the above-captioned matter, and shall not be construed to otherwise limit the authority of the New Jersey Attorney General or the Director of the New Jersey Division on Civil Rights to protect the interests of the State of New Jersey or the people of the State of New Jersey.

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

27. If any portion of this Consent Order is held invalid or unenforceable by operation of law, the remaining terms of this Consent Order shall not be affected.

28. This Consent Order shall be binding upon the parties to this agreement and their successors. In no event shall assignment of any right, power or authority avoid compliance with the terms of this Consent Order.

COMPLIANCE AND RELEASES

29. This Agreement contains the sole and entire Agreement between the parties hereto. Each party represents and acknowledges that, prior to executing this Agreement, they have had ample time to consult with legal counsel prior to making the decision to execute this agreement, and that no party has relied upon any representation or statement not set forth in this Agreement, made by any other party hereto, or their counsel or representatives, with regard to the subject matter of this Agreement. No other promises or agreements shall be binding unless

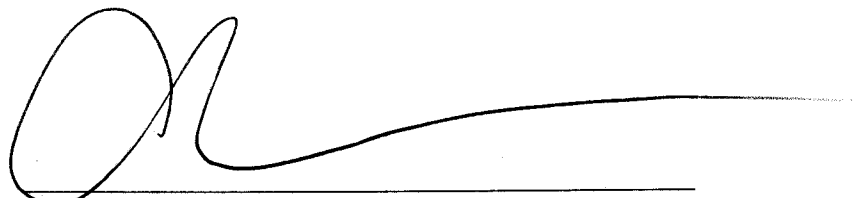
in writing, signed by the parties hereto, and expressly stated to represent an amendment to this agreement. Complainant Rosella Coleman expressly recognizes and understands that the Deputy Attorney General Beverley A. Lapsley represents the Director of the Division on Civil Rights in this matter and does not represent her individually. Complainant acknowledges that she had the opportunity to retain counsel to represent her in this matter, and with respect to this Agreement, and has elected not to do so.

30. Complainant, for and in consideration of the undertakings set forth herein, and intending to be legally bound, does hereby Remise, Release and Forever Discharge Respondent and their employees, agents and predecessor, its successors and assigns, heirs, executors and administrators, of and from any and all manner of actions and causes of action, suits, debts, claims and demands, whatsoever in law or in equity, arising from the allegations of unlawful discrimination as set forth in the Verified Complaints filed in this matter on April 24, 2013 and given DCR Docket No. EN25WM-63849.

31. Any signature required for the entry of this Consent Order may be executed in counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same Consent Order.

32. Upon execution by all the 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 charges contained in the above-noted Verified Complaints filed against the Respondent with the Division on Civil Rights, subject only to the fulfillment of all of the provisions of this

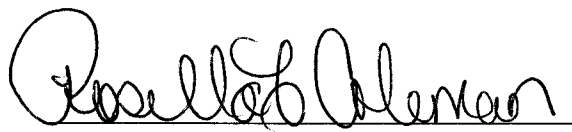
Agreement. Upon the fulfillment of these conditions, the complaint shall be dismissed with prejudice and without costs.



CRAIG SASHIHARA, DIRECTOR
NEW JERSEY DIVISION ON CIVIL RIGHTS


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

For Complainant:


R.C.

Dated: 6-29-17

For Respondent Housing Authority of the
City of Long Branch:


Title:
Name:
Ex. Director

Dated: 7-10-17