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**FILED**  
NOV 14 2016  
SUPERIOR COURT OF NJ  
MERCER VICINAGE  
CIVIL DIVISION

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CRAIG SASHIHARA, Director of the New Jersey Division On Civil Rights,	:	SUPERIOR COURT OF NEW JERSEY
	:	LAW DIVISION – MERCER COUNTY
Plaintiff,	:	DOCKET NO. MER-L-2202-15
	:	
vs.	:	Civil Action
	:	
CONTINENTAL AUTO PARTS, L.L.C.,	:	
	:	CONSENT ORDER
Defendant.	:	

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**COPY**

WHEREAS, the parties to this Action are Plaintiff, Craig Sashihara, Director of the New Jersey Division on Civil Rights (“DCR”), and Defendant Continental Auto Parts, L.L.C. (“Defendant”); and

WHEREAS, this matter stems from an administrative complaint filed with DCR by Anthony Sturgis (“Sturgis”), alleging that Defendant unlawfully discriminated against him in violation of the New Jersey Law Against Discrimination when it failed to hire him as a delivery driver due to his race and age; and

WHEREAS, Defendant denies the allegations made against it and makes no admission of liability or wrongdoing of any kind; and

WHEREAS, the parties have mutually agreed to resolve this matter consistent with the terms and conditions set forth herein,

**WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

**DEFINITIONS**

1. Unless otherwise specified, the following definitions shall apply:
  - a. "And" and "or" shall be construed conjunctively or disjunctively as necessary to make the meaning inclusive rather than exclusive.
  - b. "Order" means this Consent Order.
  - c. "Effective Date" means the date this Order is entered by the Court.
  - d. "Including" means without limitation.
  - e. The use of the singular form of any word includes the plural and vice versa.
  - f. "Defendant" means Continental Auto Parts, L.L.C.
  - g. "LAD" means the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq.
  - h. "Aggrieved persons" means individuals identified in the Complaint in this matter as M.B., J.M., T.M. and J.C.
  - i. "Sturgis" or "Complainant" means Anthony Sturgis.
  - j. "Parties" means the Director of the Division on Civil Rights and Continental Auto Parts, L.L.C.
  - k. "DCR" means the New Jersey Division on Civil Rights.

## EQUAL EMPLOYMENT OPPORUNITY PRACTICES

2. Defendant agrees to abide by all State and Federal laws applicable to it concerning equal employment opportunity practices, including compliance with all posting and notice requirements for employers pursuant to N.J.S.A. 10:5-12j, N.J.A.C. 13:8-1.2 and N.J.A.C. 13:8-2.2. Defendant shall not engage in any retaliatory conduct against Sturgis, any aggrieved person or against any person who in any way participated in the investigation or litigation of this matter.

## ANTI-DISCRIMINATION POLICIES AND TRAINING

3. Within 90 days of the Effective Date, Defendant shall review and revise as necessary its policies and procedures addressing discrimination and harassment in the workplace to ensure the policies and procedures comply with State and Federal law.

4. Within 120 days of the Effective Date, Defendant shall disseminate the revised policies and procedures developed in accordance with paragraph 3, supra, to all employees working for Defendant in the State of New Jersey. Defendant shall provide a copy of the revised policies and procedures to DCR within ten (10) days of dissemination to its employees.

5. Within 120 days of the Effective Date, Defendant shall provide training on antidiscrimination requirements of State and Federal law to all Human Resources personnel, managers, supervisors and other employees involved in hiring decisions in the State of New Jersey. The training shall include a component addressing unlawful inquiries during the pre-employment hiring process. Defendant shall inform DCR of the date, time and location of such training within ten (10) days of the training having taken

place. Defendant shall provide DCR upon request copies of all training materials, including any PowerPoint slides, used during the training.

6. Defendant shall not inquire into the age or date of birth of any job applicant, nor shall it require a job applicant to supply any document containing the applicant's age or date of birth as part of the employment screening process. Defendant may inquire into an applicant's date of birth or require documents that may contain the applicant's age or date of birth only after a bona fide offer of employment has been made to the applicant.

#### **RECORD RETENTION POLICIES**

7. Within 90 days of the Effective Date, Defendant shall review and revise as necessary its policies and procedures addressing record retention. In this review, Defendant shall ensure that all business records are maintained in accordance with and for the time frame required by law. Defendant shall provide a copy of the revised policies and procedures to DCR within ten (10) days of implementation of the same. Notwithstanding the retention requirements of Defendant's policies and procedures developed under this paragraph, Defendant agrees to maintain all records outlined in paragraph 10, supra, for the full two-year monitoring period set forth in paragraph 10.

8. Within 120 days of the Effective Date, Defendant shall provide training to all Human Resources personnel, managers, supervisors and other employees involved in hiring decisions in the State of New Jersey on the record retention policies developed pursuant to paragraph 7, supra.

#### **MONITORING BY DCR**

9. For a period of two years from the Effective Date, Defendant shall report to DCR on a quarterly basis of the non-managerial hiring practices at its Pennsauken, New Jersey facility, as well as any additional facilities Defendant opens in New Jersey during this two-year period. Defendant shall report to DCR if it should close the Pennsauken facility, relocate the Pennsauken facility, or open any new facilities in New Jersey, during this two-year period within 30 days subsequent to the closing or opening of any facility. The quarterly reports shall include:

(a) copies of any advertisements placed for employees or contractors during the period;

(b) the number of applications received in response to each advertisement;

(c) the total number of applications received for each position, whether or not in direct response to a particular advertisement; and

(d) the total number of individuals hired for each position, including the race, age and gender of the individuals hired, if known by Defendant.

For purposes of this paragraph, Defendant shall be required to report on only non-managerial positions, which shall include the positions of delivery drivers, sales staff, warehouse staff, and other clerical and office positions. The reports required pursuant to this paragraph shall be forwarded to Lorraine LeSter, Special Investigations Manager, Division on Civil Rights, 31 Clinton Street, Newark, New Jersey 07101, [Lorraine.LeSter@njcivilrights.gov](mailto:Lorraine.LeSter@njcivilrights.gov).

10. During the two-year monitoring period, Defendant shall make available to DCR upon request any job applications and other materials retained during the hiring process.

### MONETARY RELIEF

11. Defendant will pay, in settlement of all allegations related to the instant complaint, and within 30 days of the Effective Date, the total sum of Seventy-Five Thousand Dollars (\$75,000.00). From this total sum, Defendant shall pay Anthony Sturgis the total sum of \$55,000.00, to which a Form 1099 will be issued, via check made payable to "Anthony Sturgis," and delivered to Deputy Attorney General James Michael at 124 Halsey Street, 5th Floor, P.O. Box 45029, Newark, New Jersey 07101.

12. It is acknowledged that Anthony Sturgis and Defendant have entered into a separate General Release Agreement as part of the resolution of this matter. DCR is not a party to the separate agreement, and makes no representations with respect to that agreement. It is understood and agreed by the Parties that a condition precedent to Defendant's obligation to make payment as described in Paragraph 11, is Defendant receiving the signed General Release Agreement from Sturgis. It is understood and agreed by the Parties that DCR will hold the payment described in Paragraph 11 in trust and will not disperse the same to Sturgis until such time as Defendant advises DCR that Sturgis has signed the General Release Agreement.

13. Defendant shall pay within 30 days of the Effective Date the remaining sum of Twenty Thousand Dollars (\$20,000.00) to the Division on Civil Rights, which shall be allocated by the Director of the Division on Civil Rights for restitution of alleged aggrieved persons other than Anthony Sturgis, identified in the Complaint in this matter as M.B., J.M., T.M. and J.C. This sum of \$20,000.00 shall be paid via check made payable to "Treasurer, State of New Jersey," and delivered to Deputy Attorney General James Michael at 124 Halsey Street, 5th Floor, P.O. Box 45029, Newark, New Jersey

07101. Within 10 days of receiving the payment referenced in this Paragraph from Defendant, DCR will make other alleged aggrieved persons identified in the Complaint in this matter as M.B., J.M., T.M. and J.C. aware of the sum referenced in this Paragraph by certified letter and will copy Defendant's counsel, Elizabeth Daly on said communication. The communication will provide other alleged aggrieved persons identified in the Complaint in this matter as M.B., J.M., T.M. and J.C., 30 days within which to share in the sum identified in this Paragraph. In order to receive distribution of an allocation of the sum in this paragraph, the alleged aggrieved party identified in the Complaint in this matter as M.B., J.M., T.M. and J.C. is required to execute the Individual Relief and Release of Claims Form attached as Exhibit A. In the event an alleged aggrieved person identified in the Complaint in this matter as M.B., J.M., T.M. and J.C., receives a distribution of an allocation of the sum in this Paragraph, defense counsel (Elizabeth A. Daly, Esq.) will be placed on notice of the same 5 days in advance of the DCR dispersing the sum to the alleged aggrieved person and within 5 days subsequent to the disbursement, defense counsel will be provided with the signed Individual Relief and Release of Claims Form. Should any of the identified aggrieved parties identified in the Complaint in this matter as M.B., J.M., T.M. and J.C. refuse to accept a distribution pursuant to this paragraph, or refuse to execute the Individual Relief and Release of Claims Form, the sum designated for that aggrieved party shall revert to DCR to use as reimbursement of part of its costs in litigating this matter.

**RELEASE**

14. In exchange for the consideration set forth herein, Plaintiff agrees to release Defendant from any and all claims of any nature (including any and all claims for

damages and claims for attorney's fees), to the extent permitted by New Jersey law, which the Plaintiff brought or could have brought prior to the Effective Date against Defendant that relate in any manner to the allegations contained in the Complaint. Plaintiff specifically agrees that it will not prosecute any claim on behalf of persons identified by M.B., J.M., T.M. and J.C. in the Complaint that relate in any manner to the allegations in the Complaint. The release language in this paragraph is not intended to apply to any private right of action brought by any individual or entity, or to any Federal authority, or to any other State authority for conduct not described in the Complaint, including the transaction of any other business by Defendant.

#### **GENERAL PROVISIONS**

15. Pursuant to the LAD, jurisdiction of this Court over the subject matter and over the Defendant for purposes of entering into and enforcing this Consent Order is agreed to. Jurisdiction is retained by this Court for such further orders and directions as may be necessary or appropriate for the construction and modification of the injunctive provisions herein, or execution of this Consent Order, including punishment for any violation of this Consent Order. Pursuant to the LAD, venue is proper in this Court.

16. The Parties consent to the entry of this Consent Order for the purposes of settlement only and this Consent Order does not constitute any admission of liability or wrongdoing, either express or implied, by Defendant or any other party.

17. The entry of this Consent Order has been consented to by the Parties upon advice of counsel as their own free and voluntary acts and with full knowledge and understanding of the nature of the proceedings and the obligations and duties imposed upon them by this Consent Order.



18. This Consent Order shall be governed by, and construed and enforced in accordance with, the laws of New Jersey.

19. The Parties have negotiated, jointly drafted and fully reviewed the terms of this Consent Order and the rule that uncertainty or ambiguity is to be construed against the drafter shall not apply to the construction or interpretation of this Consent Order.

20. This Consent Order contains the entire agreement among the Parties. Except as otherwise provided herein, this Consent Order shall be modified only by a written instrument signed by or on behalf of the Plaintiff and Defendant.

21. In the event that the Court shall not enter this Consent Order, this proposed Consent Order shall be of no force and effect against the Plaintiff or Defendant.

22. 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.

23. This Consent Order, when fully executed and performed by Defendant, will resolve all claims against Defendant that were raised in the Complaint filed by the Division in this action. However, nothing in this Consent Order is intended to, nor shall, limit the DCR's or Attorney General's investigatory or compliance review powers otherwise provided by law.

24. Notwithstanding any provision of this Consent Order to the contrary, the Parties may, in their discretion, grant written extensions of time for compliance with any provision of this Consent Order.

25. The signatories to this Consent Order warrant and represent that they have read and understand this Consent Order, that they are duly authorized to execute this

Consent Order, and that they have the authority to take all appropriate action required to be taken pursuant to the Consent Order to effectuate its terms.

26. This Consent Order may be executed in multiple counterparts, each of which shall be deemed a duplicate original.

27. This Consent Order is final and binding on the Parties, including all principals, agents, representatives, successors in interest, assigns, and legal representatives thereof. Each party has a duty to so inform any such successor in interest of the terms of this Consent Order. In no event shall assignment of any right, operate to relieve such party of its obligations set forth in this Consent Order.

28. All of the terms of this Consent Order are contractual and not merely recitals and none may be amended or modified except by a writing executed by all Parties hereto approved by the Court.

29. The above captioned lawsuit shall be dismissed with prejudice as to Defendant. However, the Court shall retain jurisdiction over the Parties and the matter and retain the power to order all applicable equitable remedies to ensure compliance with this Consent Order.


30. This Consent Order supersedes and renders null and void any and all written or oral prior undertakings or agreements between the Parties regarding the subject matter hereof.

31. Failure to comply with any provision of this Consent Order shall be considered a violation of this Consent Order. Upon such a violation, the Parties may take any and all steps available to enforce this Consent Order. However, in the event of a dispute among the Parties regarding any issue arising hereunder, the Parties shall attempt

in good faith to resolve the dispute before seeking the Court's intervention. The Party alleging noncompliance will provide the other with the specific details of the alleged noncompliance, and the Party alleged to be in noncompliance shall be afforded a fifteen (15) day period within which to cure any alleged noncompliance. In the event of the failure to cure any such alleged noncompliance, the Party asserting the noncompliance may move on notice to enforce the provisions of the Consent Order. The Party against whom noncompliance is asserted shall have the right to submit opposition to any motion application filed and to contest same on any return date. Upon being presented with evidence that the Party has failed to materially comply with this Consent Order, the Court will assess against the noncomplying Party costs associated with investigating and litigating that noncompliance, including reasonable attorneys' fees. In the event that the Party asserting noncompliance fails to provide evidence that the Party against whom noncompliance is alleged has failed to materially comply with this Consent Order, the Court will assess against the Party against whom the noncompliance allegation was brought costs associated with investigating and litigating that noncompliance, including reasonable attorneys' fees.

32. Failure by any Party to seek enforcement of this Consent Order pursuant to its terms with respect to any instance or provision shall not be construed as a waiver to such enforcement with regard to other instances or provisions.

IT IS ON THIS 14<sup>th</sup> DAY OF November, 2016, SO ORDERED.  
ADJUDGED AND DECREED.

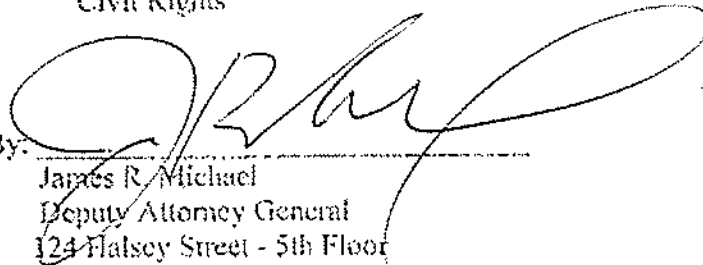
  
HON. DOUGLAS H. HURD, J.S.C.

**DOUGLAS H. HURD, P.J.Cv.**


Jointly Approved and Submitted for Entry:

For Plaintiff New Jersey Division on Civil Rights:

CHRISTOPHER S. PORRINO  
ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiff Director, New Jersey Division on  
Civil Rights

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For Defendant Continental Auto Parts, L.L.C.:

  
Thomas Lee  
Continental Auto Parts, LLC