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ATTORNEY GENERAL OF NEW JERSEY  
124 Halsey Street, 5th Floor  
P.O. Box 45029  
Newark, NJ 07101  
Attorney for New Jersey Division on Civil Rights

By: Farng-Yi D. Foo  
Deputy Attorney General  
(973) 648-4802

Ron Michael Lerner,

Complainant,

v.

Advance Stores Company, Inc. d/b/a  
Advance Auto Parts,

Respondent.

DCR DKT NO. EN39WB-64767

**CONSENT ORDER AND DECREE**

THIS MATTER was commenced on March 26, 2014 when Ron Michael Lerner (“Complainant”) filed a verified complaint with the New Jersey Division on Civil Rights (the “Division”) against Advance Stores Company, Inc. d/b/a Advance Auto Parts, alleging religious discrimination against his former employer in violation of the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 to -49; and

WHEREAS Advance Stores Company, Inc. d/b/a Advance Auto Parts (“Respondent”) is an employer in the State of New Jersey with 99 locations and over 900 employees; and

WHEREAS Respondent hired Complainant as a part-time employee in its store located at 844 State Highway 36, Hazlet, NJ 07730 (“Hazlet location”); and

WHEREAS Complainant, who is Jewish, alleged that he informed his supervisor that he would be unable to work on Jewish holidays and due to his observation of the Jewish Sabbath, he would be unable to work on Fridays after sundown and Saturdays; and

WHEREAS Complainant requested this accommodation to his part-time work schedule based on his religious beliefs; and

WHEREAS Complainant expecting to be scheduled for three to four shifts per week was only assigned one shift per week after making his request; and

WHEREAS Respondent at all times denied the allegations; and

WHEREAS the Division conducted an investigation of the allegations and issued on May 16, 2017, a partial finding of probable cause; and

WHEREAS Respondent acknowledges that a request for a religious accommodation may come in the form of an employee seeking not to be assigned certain shifts based on an employee's religious observance, and represents that its policy is to provide such religious accommodations where they do not impose an undue hardship on Respondent's operations; and

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

NOW THEREFORE, it is on this 20<sup>th</sup> day of DEC, 2017 ORDERED AND AGREED as follows:

1. The parties consent to this Agreement for the purposes of settlement only and this Agreement does not constitute any admission of liability or wrongdoing, either express or implied, by Respondent or any other party.

2. Respondent agrees that all employment decisions shall comply with the New Jersey Law Against Discrimination ("LAD"), N.J.S.A. 10:5-1 et seq., and that Respondent shall not

implement any policy or procedure having the purpose or effect of discriminating against any individual on any of the categories set forth under the LAD.

3. Respondent shall not engage in any act prohibited by the LAD, including any retaliatory conduct against Complainant, against members of Complainants' immediate family, or against any participant in these proceedings, or allow any of its employees to engage in any such conduct.

4. 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.

#### **EQUITABLE RELIEF**

5. By no later than 30 days from the execution of this Agreement, Respondent shall send a notice via electronic mail to all employees responsible for assigning shifts in the State of New Jersey, including but not limited to all New Jersey district managers, general managers, and assistant managers. This notice shall notify these employees of Respondent's resources available to receive, process, and address requests for accommodations based on an employee's protected characteristic, including his or her religious beliefs. Such notification shall reference Respondent's commitment in engaging in an interactive process with its employee when receiving such a request. This statement shall also provide the name, title, and contact information of any human resources employees who may assist with such a request for an accommodation made within the State of New Jersey. Counsel for Respondent shall provide a copy of the notice to the Division upon its issuance.

6. By no later than 45 days from the execution of this Agreement, Respondent shall distribute to all employees in the State of New Jersey a statement affirming Respondent's commitment to a workplace free from discrimination and harassment. This statement shall also acknowledge that such a workplace includes Respondent being committed in receiving,

considering, and addressing an employee's request for an accommodation based on religious beliefs. This statement shall provide instructions on where to find Respondent's applicable policy and notify an employee of any requirements he or she must take in order to make such a request. Counsel for Respondent shall provide a copy of the notice to the Division upon its issuance.

7. By no later than 60 days from the execution of this Agreement, Respondent shall arrange for training on Respondent's policy for receiving and processing requests for religious accommodations, such as where an employee requests not to be assigned certain shifts based on his or her religious observance, to all district managers, general managers and assistant managers within the District, which includes the Hazlet, New Jersey location. Such training shall include measures on how to identify religious accommodation requests where an employee does not use such words, on how to consider religious accommodations requests, and best practices on how to engage in an interactive process with an employee relating to such a request. Employees receiving this training shall have the opportunity to ask questions. Upon completion of this training, counsel for Respondent shall certify that such training has been completed, provide the number of employees trained, and provide the date on which the training was completed.

#### **MONETARY RELIEF**

8. Without admitting the allegations set forth in the Partial Finding of Probable Cause dated May 16, 2017, Respondent shall pay the total sum of ten thousand dollars (\$10,000) to Complainant, in full settlement of all claims and damages arising from the allegations asserted in the Verified Complaint. Respondent shall pay this amount by check or money order made payable to Complainant within fifteen (15) days of its receipt of this fully-executed Agreement and the separate release agreement referenced below in paragraph 9. The check shall be mailed to Carlos Bellido,

Chief of Staff, Division on Civil Rights, 31 Clinton Street, 3rd Floor, P.O. Box 46001, Newark, New Jersey 07102, for delivery to Complainant.

### **RELEASE**

9. It is acknowledged that Complainant and Respondent have entered into a separate release agreement as part of the resolution of this matter. The Division is not a party to that separate agreement and cannot be bound by any of its terms or conditions nor does it make any representation as to that separate agreement.

### **MISCELLANEOUS**

10. 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.

11. 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 8, 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 enforcement therein. Where a dispute arises regarding the District's compliance with paragraphs 5 to 7, the Division and Respondent shall first attempt in good faith to resolve the dispute before seeking the court's intervention. The Division shall provide Respondent with the specific details of the alleged noncompliance in writing and Respondent shall be afforded a fifteen (15) day period within which to cure any noncompliance.

12. Except as otherwise provided herein, any notices or other documents required to be sent shall be sent to the following addresses:

a. For the Division:

Farng-Yi D. Foo, Deputy Attorney General  
State of New Jersey  
Office of the Attorney General  
Department of Law & Public Safety – Division of Law – Civil Rights Section  
124 Halsey Street – 5th Floor  
P.O. Box 45029  
Newark, New Jersey 07101

A copy of notices and documents shall also be emailed to  
[Farng-Yi.Foo@law.njoag.gov](mailto:Farng-Yi.Foo@law.njoag.gov).

b. For Respondent:

Jackson Lewis P.C.  
Attn: Richard J. Cino  
220 Headquarters Plaza  
East Tower, 7th Floor  
Morristown, New Jersey 07960-6834

c. For Complainant:

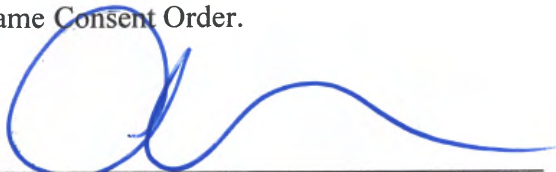
Legal Services of New Jersey  
Attn: Keith Talbot  
100 Metroplex Drive, Suite 402  
P.O. Box 1357  
Edison, New Jersey 08818-1357

13. This Consent Order is executed in settlement of all the allegations and potential allegations against Respondent as set forth in the verified complaint filed with the Division (Docket No. EN39WB-64767), as well as all claims filed with the Equal Employment Opportunity Commission (“EEOC”) under Federal Charge No. 17E-2014-00476, 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, including LAD enforcement against Respondent for matters not resolved through this Consent Order.

14. This Consent Order and the separate Settlement Agreement referenced in paragraph 9, constitutes the entire agreement between the parties: there are no other agreements, promises, understandings, obligations, covenants or representations between them.

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

16. Any signature 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.

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

  
\_\_\_\_\_  
DATE

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

**FOR COMPLAINANT:**

By:   
\_\_\_\_\_  
Ron Michael Lerner

  
\_\_\_\_\_  
Date

**FOR RESPONDENT:**

Respondent Advance Stores Company, Inc. d/b/a Advance Auto Parts

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Date

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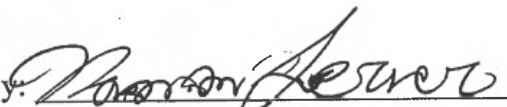
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CRAIG SASHIHARA, DIRECTOR  
OF THE NEW JERSEY DIVISION  
ON CIVIL RIGHTS

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DATE

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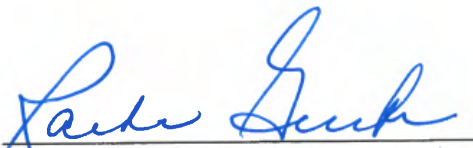
**FOR COMPLAINANT:**

By:   
Ron Michael Lerner

11-1-17  
Date

**FOR RESPONDENT:**

Respondent Advance Stores Company, Inc. d/b/a Advance Auto Parts

By:   
Name: Rachel E. Geiersbach sk  
Title: VP Associate General Counsel sk

12/12/17  
Date