

CHINH Q. LE, DIRECTOR  
 NEW JERSEY DIVISION ON CIVIL RIGHTS  
 OFFICE OF THE ATTORNEY GENERAL  
 DEPARTMENT OF LAW & PUBLIC SAFETY  
 DCR DOCKET NO. EL11WB-53906  
 EEOC REFERRAL NO. 17E-2008-00439

MINNIE DAVIS, and CHINH Q. LE,  
 DIRECTOR,

Complainants,

v.

GALILEE BAPTIST CHURCH, AND  
 REVEREND JOHN H. HARRIS, JR.,

Respondents.

**CONSENT ORDER AND DECREE**

**I. DEFINITIONS**

- A. "Complainants" mean the above named complainants in this matter.
- B. "Law Against Discrimination" means the New Jersey Law Against Discrimination as codified by N.J.S.A. 10:5-1 to -42.
- C. "Respondents" mean the above named Respondents in this matter.

**II. STATEMENT OF PRINCIPLES**

- A. Whereas Chinh Q. Le, is the Director of the New Jersey Division on Civil Rights and, in the public interest, has intervened as a complainant in this matter pursuant to N.J.A.C. 13:4-2.2 (e); and

- B. Whereas Respondents and the Division on Civil Rights desire to assure that Respondents' hiring, employment, and dismissal practices fully afford equal employment opportunities in compliance with the Law Against Discrimination, Respondents hereby agree with the Division to establish a specific policy of non discrimination, as set forth below; and
- C. All recruiting, processing, hiring, dismissals and other employment practices shall be maintained and conducted in a manner which does not discriminate or have the effect of discrimination on the basis of race, color, creed, national origin, ancestry, nationality, age, sex, affectional or sexual orientation, gender identity or expression, marital status, domestic partnership or civil union status, atypical hereditary cellular or blood trait or liability for service in the Armed Forces of the United States, or mental or physical disability, including Aids and HIV related illnesses; and
- D. Respondents, by signing this Consent Order and Decree, do not admit that they have violated the Law Against Discrimination; and
- E. The specific actions which are set forth herein are appropriate to the objectives of providing equal opportunities; and
- F. The Division on Civil Rights certifies that the execution and implementation of this Consent Order and Decree is proper and authorized under its mandates.

- G. **Non-Admission** - Each of the parties hereto acknowledge and agree that the settlement effectuated by this Consent Order and Decree Release is a compromise of disputed claims and rights, and is not intended or construed as an admission of liability, or an admission that any claim asserted, or that could have been asserted in this action, or otherwise, is or is not meritorious.

### III. **REMEDIAL ACTIONS**

- A. Respondents shall henceforth cease and desist from doing any act prohibited by the Law Against Discrimination.
- B. Respondent agrees to pay Ms. Davis the total sum of Fifty Thousand Dollars (\$50,000). The checks are to be made payable to Minnie Davis shall be mailed to the attention of Waleska Lucas, at the Division on Civil Rights, P.O. Box 46001, Newark, New Jersey 07102, who will in turn, deliver it to Ms. Davis.
- C. The total sum of \$50,000.00 to be paid by Respondents to Ms. Davis shall be in twelve (12) equal monthly installments of \$4,166.66 commencing on June 18, 2010 until paid in full.
- D. Additionally, Respondents shall compensate the New Jersey Division on Civil Rights a total sum of \$7,500 for administrative costs attendant to the processing of this matter, and a fee in lieu of the statutory penalties to which the Division would be entitled if this matter were litigated before the Office of Administrative Law. This

amount shall be paid by a check payable to the Treasurer, State of New Jersey, and shall be delivered to Waleska Lucas, at the Division on Civil Rights, P. O. Box 46001, Newark, New Jersey 07102. The \$7,500.00 sum payable to the Division shall be paid by July 18, 2010.

- E. Respondents shall not engage in any retaliatory conduct against Ms. Davis or against any participant in these proceedings or allow any of its members to engage in any such conduct.
- F. Respondents shall establish effective sexual anti-harassment policies, including effective complaint procedures for its board members, administrative staff, pastors and employees, to report discrimination and harassment in the workplace. Respondents shall also designate a representative to receive and investigate discrimination complaints.
- G. Respondents' anti-harassment policies and complaint procedures should contain, at a minimum, the following:
  - (1) A clear explanation of the prohibited conduct;
  - (2) Assurance that members who make complaints of sexual harassment or any other type of discrimination complaints, or provide information related to such complaints will be protected against retaliation;
  - (3) A clearly described complaint process that provides accessible avenues of complaint;

(4) Assurance those Respondents will protect the confidentiality of sexual harassment or employment discrimination complaints to the extent possible;

(5) A complaint process that provides a prompt, thorough, and impartial investigation; and

(6) Assurance those Respondents will take immediate and appropriate corrective action when it determines that discrimination or harassment has occurred.

- H. Within ten days of adoption of the above anti-discrimination and anti-harassment policies and complaint procedures, Respondents shall distribute a paper copy of the new/revised policies and complaint procedures to each of its board members, pastors, administrative staff, and employees. Respondents shall, at least annually, disseminate the anti-discrimination and anti-harassment policies and complaint procedures to pastors, board members, and its staff.
- I. These policies and procedures should include the New Jersey Division on Civil Rights' address and telephone number. They shall be posted in central locations, and they shall be incorporated into Respondents' handbooks and any websites Respondents may have.
- J. Within thirty (30) days from the execution of this agreement, Respondents shall forward a copy of the new/revised policy and

complaint procedures to Ana Limo-Magras at the Division on Civil Rights, P.O. Box 46001, Newark, New Jersey 07102.

- K. Respondents' failure to provide the Division on Civil Rights with copies of new or revised anti-discrimination and anti-harassment policies and complaint procedures that comply with this consent order, within the requisite thirty-day period, shall be considered a material breach of the consent order and subject to enforcement in the Superior Court of New Jersey as provided by N.J.S.A. 10:5-14.1.
- L. Respondents shall retain documents of discrimination reports from its employees for a period of a minimum of seven (7) years.
- M. Respondents shall, within six (6) months of this agreement, provide effective mandatory training to its board members, pastors, administrative staff, and employees on anti-discrimination policies, rules, and laws, with a focus on sexual harassment and reprisal. Proof of training shall be mailed to the Division within thirty (30) days after training was provided.

IV. ENFORCEMENT

- A. 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 and the Complainant's EEOC charge subject only to the fulfillment of all the foregoing provisions.
- B. In the event that Respondents default with respect to any provisions herein, Respondents hereby consent 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.
- C. Mutual Release - The parties to this Consent Order and Decree hereby unconditionally release and forever discharge each other, their officers, agents, successors and assigns from each and every action, charge, claim, right, liability or demand of any kind or nature, whether known or unknown, whether matured or unmatured, whether presently enforceable or unenforceable in the future, by reason or any matter or cause of any kind whatsoever, from the beginning of time to the date of the Mutual Release, including those which were raised, or could have been raised, in this action. Anything herein to the contrary, notwithstanding, the Mutual Release described herein shall neither release nor discharge any party from

any such parties' obligation under this Confidential Consent Order and Decree.

V. PROVISIONS APPLICABLE TO MINNE DAVIS ONLY

A. The following provisions are applicable only to the Complainant, Minnie Davis.

B. Confidentiality -The parties, their agents, officers and other employees, agree that this Consent Order and Decree and Mutual Release, and the terms thereof, any and all discussions leading to this Agreement, and the facts and circumstances pertaining to this action shall be confidential and shall not be disclosed to any person other than their accountants and/or tax or financial consultants, State and Federal tax authorities, or any other persons as may be required by law ("Authorized Disclosees"), provided, however, that any such person, other than Federal and State tax authorities, or entity to whom disclosures is made shall be instructed in advance that the information is confidential pursuant to this Agreement. The parties, their agents, family members, officer and employees shall indicate, with relation to this matter, only that: "The matter has been resolved."

In the event a demand is made per legal process for such information, the party, their agents, officers and employees, receiving such demand shall notify all other parties as appropriate, in writing, of any such required disclosure not less than ten (10)

days or such shorter period if the time set for disclosure is less than 10 days prior to the time set for disclosure to allow sufficient time to move to quash.

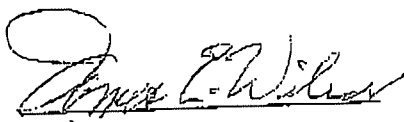
The parties, their agents, officers and employees, agree and understand that it would be impossible or inadequate to measure and calculate any parties' damages from any breach of the covenant set forth in this paragraph of the Agreement, and that a breach of such covenant would cause serious and irreparable injury to the parties. Accordingly, the parties, their agents, officers and employees, agree that if any breaches occur, any other party will have the right to obtain an injunction from a Court of competent jurisdiction restraining such breach or threatened breach and to require specific performance of any such provision of this Agreement. The parties further agree that no bond or other security shall be required in obtaining such equitable relief and that they consent to the issuance of such injunction.

- C. **Nondisparagement** - The parties, their agents, officers and employees, agree not to make, publish or otherwise transmit any negative, disparaging or defamatory statements regarding the other parties. The parties define the term "negative, disparaging or defamatory statement" to include action intended or which may reasonably be expected to, directly or indirectly, impair the good will, business reputation or good name of the other party. It is


hereby acknowledged that any actual or threatened breach of this paragraph by any party, their agents, officers and employees, shall be considered to cause irreparable harm to the other party, and the injured party shall be entitled to a preliminary restraining order and injunction restraining the other party from violating these provisions. Nothing in this Agreement shall be construed to prohibit an injured party from pursuing any other available remedies for breach or threatened breach of this paragraph or any other provision contained in this Agreement, including the recovery of damages.

COMPLAINANT  
MINNIE DAVIS

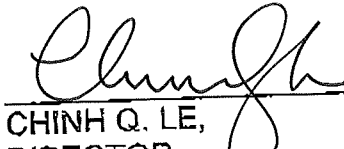
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( $\leftrightarrow$ )  
RESPONENT

6-7-10  
DATE

  
JOHN H. HARRIS, JR.  
RESPONDENT

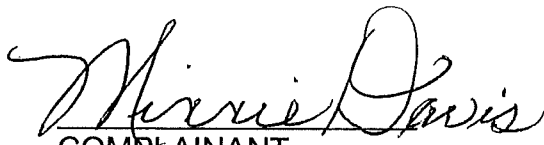
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DATE

  
CHINH Q. LE,  
DIRECTOR,  
DIVISION ON CIVIL RIGHTS

07/06/10  
DATE

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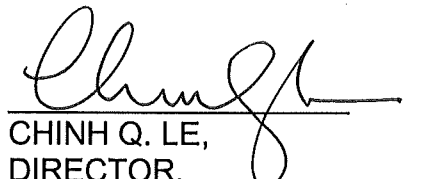
Nothing in this Agreement shall be construed to prohibit an injured party from pursuing any other available remedies for breach or threatened breach of this paragraph or any other provision contained in this Agreement, including the recovery of damages.

  
COMPLAINANT  
MINNIE DAVIS

03/20/10  
DATE

\_\_\_\_\_  
JOHN H. HARRIS, JR.  
RESPONDENT

\_\_\_\_\_  
DATE

  
CHINH Q. LE,  
DIRECTOR,  
DIVISION ON CIVIL RIGHTS

07/06/10  
DATE