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ATTORNEY GENERAL OF NEW JERSEY
Division of Law
124 Halsey Street, 5th Floor
P.O. Box 45029
Newark, New Jersey 07102
Attorney for Plaintiffs

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GARY LOCASSIO, Acting Director of the New Jersey Division On Civil Rights,	:	SUPERIOR COURT OF NEW JERSEY
	:	LAW DIVISION - CAMDEN COUNTY
	:	DOCKET NO. CAM-L-3191-07
	:	
Plaintiff,	:	
	:	
vs.	:	Civil Action
	:	
CITY COFFEE, INC. and	:	
RONALD FORD, JR.	:	FINAL CONSENT JUDGMENT
	:	
Defendants.	:	

WHEREAS the parties to this Action are Plaintiff GARY LOCASSIO, Acting Director of the New Jersey Division on Civil Rights (“Division”), and Defendants CITY COFFEE, INC. and RONALD FORD, JR. (collectively “Defendants”); and

WHEREAS, as evidenced by their signatures below, Plaintiff and Defendants (collectively “Parties”) have agreed to a resolution of Plaintiff’s claims against Defendants in this action, and consent to the entry of this Final Consent Judgment (“Consent Judgment”) and its provisions setting forth the terms of the resolution, without trial or adjudication of any issue of fact of law, and without admission of any liability or wrongdoing of any kind.

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

PART ONE: 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 Judgment.
 - d. “Effective Date” means the date this Order is entered by the Court.
 - e. “Including” means without limitation.
 - f. The use of the singular form of any word includes the plural and vice versa.
 - g. “Defendants” means City Coffee, Inc. and Ronald Ford. Jr.
 - h. “LAD” means the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq.
 - i. “Aggrieved persons” shall refer to Dedra Broome, Amy Gross, Carita Leftridge, Quiana Spratley and Courtney Allen.

PART TWO: COMPLIANCE WITH THE LAW

2. Defendants agree to comply fully with all Federal and State laws, including but not limited to the LAD.

PART THREE: INJUNCTIVE RELIEF

3. Defendants shall not discriminate against any employee or job applicant because of race, creed, color, age, national origin, ancestry, marital status, domestic partnership status, civil union status, sex, affectional or sexual orientation, gender identity or gender expression, liability for service in the Armed Forces, disability or nationality, or take any job action or establish any employment policy or practice that has the effect of discriminating on the basis of race, creed, color, age, national origin, ancestry, marital status, domestic partnership status, civil union status, sex, affectional or sexual orientation, gender identity or gender expression, liability for service in the Armed Forces, disability or nationality.

4. Defendants shall not engage in any retaliatory conduct against any aggrieved person or against any person who in any way participated in the investigation or litigation of this matter.

5. Defendants agree to comply with all posting and notice requirements for employers and owners of places of public accommodation pursuant to N.J.S.A. 10:5-12j and N.J.A.C. 13:8-1.2 and 13:8-1.4.

6. Defendants agree that within 60 days of the Effective Date, they shall prepare and disseminate to all employees of Defendants, and to all employees of any entity that Defendant Ronald Ford, Jr. manages or maintains any supervisory role, policies and procedures pertaining to discrimination and harassment in the workplace. Such policies, at a minimum, shall (1) inform employees that discrimination or harassment is prohibited; (2) provide examples of the types of behavior that would constitute a violation of the policy; (3) outline procedures for making an internal complaint of discrimination or harassment; (4) inform employees that they may make a

complaint to the Division and/or the Federal Equal Employment Opportunity Commission; and (5) provide for an individual other than Defendant Ronald Ford Jr. to receive and investigate complaints of discrimination or harassment in the workplace. Defendants shall provide a copy of any policies and procedures required under this section to the Division at least ten (10) days prior to dissemination to employees.

7. Defendants agree that within 90 days of the Effective Date, Defendants shall provide in-person training to all employees of the Defendants and to all employees of any entity that Defendant Ronald Ford, Jr. manages or maintains any supervisory role, on the topic of discrimination and harassment in the workplace, at which time the policies and procedures described in paragraph 5 are to be discussed. Defendants shall inform the Division of the date, time and location of such training at least ten (10) days prior to the training. Defendants shall permit a representative of the Division to attend any such training session upon request.

8. For a period of three years from the Effective Date, Defendants shall make a report to the Division of any complaints of discrimination or harassment in the workplace received by Defendants, and for each such complaint shall state (1) the name of the employee or applicant making the complaint (2) the date the complaint was received; (3) the nature of the complaint; (4) whether any investigation was conducted; (5) whether the complaint was substantiated; and (6) what action was taken in response to the complaint. Such reports shall be made on at least a quarterly basis, beginning on October 1, 2011.

PART FOUR: MONETARY RELIEF

9. The Parties have agreed to a Settlement of the Action in the amount of Seventy-Five Thousand Dollars (\$75,000.00) (the "Settlement Amount").

10. Fifteen Thousand Dollars (\$15,000.00) of the Settlement Amount shall be paid with sixty (60) days of the Effective Date. Such funds shall be used, in the Division's discretion, to provide relief to aggrieved persons or towards reimbursement of the Division's costs.

11. The payments referenced in paragraph 10 shall be made by wire transfer or certified or cashier's check made payable to "New Jersey Division on Civil Rights" and shall be forwarded to:

Carlos Bellido, Chief of Staff
Division on Civil Rights
31 Clinton Street
3rd Floor, P.O. Box 46001
Newark, New Jersey 07102

12. Upon making the payment referenced in paragraph 10, Defendants shall immediately be fully divested of any interest in, or ownership of, the monies paid and all interest in the monies, and any subsequent interest or income derived therefrom, shall inure entirely to the benefit of the Plaintiff pursuant to the terms herein.

13. For a period of three years from the Effective Date, the Sixth Thousand Dollar (\$60,000.00) balance of the Settlement Amount, which comprises civil penalties pursuant to N.J.S.A. 10:5-14.1a, shall be suspended and automatically vacated at the end of that period, provided:

- a. Defendants comply in all material respects with the injunctive relief and conditions set forth in this Consent Judgment;
- b. Settling Defendants timely make the payment referenced in paragraph 10;

- c. Plaintiffs do not uncover information that Defendants made any material misrepresentation or material lack of disclosure concerning their knowledge of or involvement in the activities described in the Complaint, or with respect to any information provided to Plaintiffs in connection with the resolution of this matter; and
- d. Defendants do not engage in any unlawful conduct under the LAD.

14. In the event Defendants materially fail to comply with paragraph 13, the entire Settlement Amount (\$75,000.00) shall be immediately due and payable upon notice by the Plaintiff. In any such notice, however, Plaintiff shall provide Defendants with specific details of Defendants' alleged noncompliance and Defendants shall be afforded a fifteen-day period within which to cure any such noncompliance. In the event of Defendants' failure to cure any such noncompliance, Plaintiff may move on notice or by Order to Show Cause to have the Judgment entered for the entire Settlement Amount, including the suspended portion. Defendants shall have the right to submit opposition to any such motion or Order to Show Cause application filed by Plaintiff and to contest same on any return date.

PART FIVE: JURISDICTION AND OTHER PROVISIONS

15. Pursuant to the LAD, jurisdiction of this Court over the subject matter and over the Defendants for purposes of entering into and enforcing this Consent Judgment is admitted. 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 Judgment, including punishment for any violation of this Consent Judgment. Pursuant to the LAD, venue is proper in this Court.

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

17. The entry of this Consent Judgment has been consented to by Defendants 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 Judgment, and Defendants consent to its entry without further notice, and aver that no offer, agreement or inducements of any nature whatsoever have been made to them by the Plaintiff or Plaintiff's employees or representatives to procure this Consent Judgment.

18. This Consent Judgment 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 Judgment 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 Judgment.

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

21. Defendants waive the right to argue, submit, propose, seek to establish or otherwise contend before any court or tribunal that Plaintiff's claims against them or any of their bankruptcy estates, including claims or debt based on this Consent Judgment, are dischargeable debt or claims under the United States Bankruptcy Code (including under

11 U.S.C. § 523, including 11 U.S.C. § 523 (a)(7), (a)(19)) or any other federal or state law. This waiver is limited solely to Plaintiff and does not constitute a waiver of any rights in bankruptcy that Defendants may possess against third parties, even if those claims are based in whole or in part upon the claims brought by Plaintiff in this litigation.

22. Defendants waive the right to argue, submit, propose, seek to establish or otherwise contend before any court or tribunal that Plaintiff is precluded, estopped or otherwise barred, by the entire controversy doctrine or in any way whatsoever, from asserting claims against them related to practices not alleged in the Complaint, regardless of whether those claims arose before or after the Effective Date. This waiver is limited solely to Plaintiff and does not constitute a waiver of any defenses that Defendants may possess against third parties, even if those claims are based in whole or in part upon the claims brought by Plaintiffs in this litigation.

23. In the event that the Court shall not enter this Consent Judgment, this proposed Consent Judgment shall be of no force and effect against the Plaintiff or Defendants.

24. Defendants have, by their signatures and the signature of their counsel hereto, waived any right to appeal, petition for certiorari, move to reargue or rehear or be heard in connection with entry of this Consent Judgment concerning past conduct addressed in this Consent Judgment.

25. In exchange for the consideration set forth herein, Plaintiff agrees to release Defendants from civil claims, to the extent permitted by New Jersey law, which the Plaintiff brought or could have brought prior to the Effective Date against Defendants for violations of the LAD that relate to the allegations contained 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 Defendants.

26. Notwithstanding any term of this Consent Judgment, the following do not comprise released claims: (a) private rights of action, provided however, that nothing herein shall prevent Defendants from raising the defense of set-off against an aggrieved person who has received Restitution; (b) any proceedings based on complaints filed by individuals other than aggrieved parties, including any such complaints presently pending before the Division; (c) actions to enforce this Consent Judgment; (d) any claims against Defendants by any other agency or subdivision of the State; and (e) claims, enforcement actions or prosecutions by any person or entity not a party to this Consent Judgment.

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

28. This Consent Judgment, when fully executed and performed by Defendants to a reasonable expectation of Plaintiff, will resolve all claims against Defendants that were raised in the Complaint filed by the Division in this action. However, nothing in this Consent Judgment is intended to, nor shall, limit the Division's or Attorney General's investigatory or compliance review powers otherwise provided by law.

29. Notwithstanding any provision of this Consent Judgment to the contrary, the Plaintiff may, in his discretion, grant written extensions of time for Defendants to comply with any provision of this Consent Judgment.

30. The signatories to this Consent Judgment warrant and represent that they have read and understand this Consent Judgment, that they are duly authorized to execute this Consent Judgment, and that they have the authority to take all appropriate action required to be taken pursuant to the Consent Judgment to effectuate its terms.

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

32. This Consent Judgment 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 Judgment. In no event shall assignment of any right, operate to relieve such party of its obligations set forth in this Consent Judgment.

33. All of the terms of this Consent Judgment 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.

34. The above captioned lawsuit shall be dismissed with prejudice as to Defendants. 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 Judgment, including, but not limited to, contempt as provided in Paragraph 36.

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

36. Failure to comply with any provision of this Consent Judgment shall be considered a violation of this Consent Judgment. Upon such a violation, Plaintiff may take any and all steps available to enforce this Consent Judgment, including seeking an order of contempt. 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, Plaintiff shall provide Defendants with the specific details of the alleged noncompliance, and Defendant shall be afforded a fifteen (15) day period within which to cure any such noncompliance. In the event of Defendants' failure to cure any such noncompliance, Plaintiff may move on notice or by Order to Show Cause to have a judgment entered for the entire Settlement Amount, including any suspended portion of that Settlement Amount. Defendant shall have the right to submit opposition to any motion or Order to Show Cause application filed by Plaintiff and to contest same on any return date. Upon being presented with evidence that the Defendants have failed to materially comply with this Consent Judgment, the Court will enter judgment for the entire balance of Defendants' Settlement Amount and for Plaintiff's costs associated with investigating and litigating that noncompliance, including reasonable attorneys' fees.

37. Failure by any party to seek enforcement of this Consent Judgment 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.

38. Nothing in this Consent Judgment shall preclude a right of action by any person not a party to this Consent Judgment and nothing in this Consent Judgment shall

preclude Defendants from asserting any defense to any action brought by a person not a party to this Consent Judgment.

39. All communications and notices regarding this Consent Judgment shall be sent by first class mail and facsimile, if twenty-five (25) pages or less in length, to:

Office of the Attorney General

James R. Michael
Deputy Attorney General
Division of Law
124 Halsey Street, 5th Floor
P.O. Box 45029
Newark, NJ 07101

Attorney for Plaintiffs

Settling Defendants:

Mark W. Ford, Esq.
P.O. Box 110
41/2 North Broadway
Gloucester City, New Jersey 08030

Attorney for Defendants City Coffee,
Inc. and Ronald Ford, Jr.

**IT IS ON THIS DAY OF , 2011 SO ORDERED,
ADJUDGED AND DECREED.**

HON. ROBERT G. MILLENKY, J.S.C.

Jointly Approved and Submitted for Entry:

PAULA DOW
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiff

By: _____
James R. Michael
Deputy Attorney General
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101

Dated:

FOR DEFENDANTS CITY COFFEE, INC. AND
RONALD FORD, JR.:

By: _____
Ronald Ford, Jr.

Dated:

By: _____
Mark W. Ford, Esq.
Attorney for Defendants

Dated: