

STATE OF NEW JERSEY  
OFFICE OF THE ATTORNEY GENERAL  
DEPARTMENT OF LAW & PUBLIC SAFETY  
DIVISION ON CIVIL RIGHTS  
DCR DOCKET NO. EL11HB-65848  
EEOC CHARGE NO. 17E-2016-00235

J. D., )  
)  
Complainant, )  
)  
v. )  
)  
Trane U.S. Inc., )  
)  
Respondent. )

**CONSENT ORDER & DECREE**

WHEREAS, J.D. (“Complainant”) filed a verified complaint with the New Jersey Division on Civil Rights (“DCR”), alleging that he was discriminated against based on his disability by his former employer, Trane U.S. Inc. (“Respondent”), in violation of the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 to -49 (“LAD”), and the complaint was dual-filed with the Equal Employment Opportunity Commission with Charge No. 17E-2016-00235; and

WHEREAS, Respondent is an employer in the State of New Jersey; and

WHEREAS, the DCR investigated the allegations and the Director of the Division on Civil Rights (“Director”) issued a Finding of Probable Cause on January 11, 2018; and

WHEREAS, Respondent denies the allegations of unlawful discrimination; and

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

NOW THEREFORE, on this 23<sup>rd</sup> day of April, 2018, IT IS

ORDERED AND AGREED as follows:

## **MONETARY PAYMENTS**

1. Without admission of liability, Respondent agrees to pay to Complainant the total sum of Forty Five Thousand Dollars (\$45,000.00) as settlement of all claims and damages arising from the allegations in the Verified Complaint and Finding of Probable Cause. Of this sum, Twenty Two Thousand Five Hundred Dollars (\$22,500.00) (less all applicable statutory withholdings) shall be considered as recovery of alleged lost wages, and Twenty Two Thousand Five Hundred Dollars (\$22,500.00) shall be considered damages for alleged pain and suffering.

2. By entering into this Consent Order, Respondent shall not be adjudged to have committed a violation of the LAD for the purposes of assessing penalties in any future LAD complaint under N.J.S.A. 10:5-14.1a.

3. Within ten business days after receipt of this fully-executed Consent Order, Respondent shall deliver checks made payable to Complainant in the total gross amount of \$45,000.00 to:

Elise Olgin  
NJ Division on Civil Rights  
140 East Front Street, 6<sup>th</sup> Floor  
Trenton, New Jersey 08625

The payment shall be recorded as received by DCR and forwarded to J.D.

## **PROHIBITION AGAINST REPRISAL**

4. Respondent and Complainant agree not to engage in any retaliatory conduct against each other or any witness or participant in these proceedings or allow any of their employees or agents to engage in any such conduct.

## **MONITORING**

5. For one year following the execution of this Consent Order, DCR will monitor Respondent's practices regarding treatment of employees and applicants with disabilities to ensure compliance with the LAD.

6. Within sixty days of the execution of this Consent Order, Respondent shall establish a system for maintaining documents regarding: (a) requests for accommodations by employees or applicants due to any medical conditions; (b) complaints of disability discrimination; and (c) any investigation, evaluation, or resolution of these complaints. Respondent shall maintain these documents for a period of three years, or as otherwise required by law.

7. Respondent shall submit to DCR Conciliator Elise Olgin a confidential summary of the information outlined in Paragraph 6 every six months after execution of this Consent Order for a period of one year. Respondent shall allow a DCR representative to review the underlying documents upon request. Respondent may redact confidential personal identifying information if necessary.

## **POLICIES AND TRAINING**

8. Within sixty days of the execution of this Consent Order, Respondent will revise its written workplace anti-discrimination policies where necessary to:

- a. Make clear that employees with disabilities are entitled to reasonable accommodations;
- b. Provide instructions on how and to whom an employee may submit a request for a reasonable accommodation;
- c. Set forth how Respondent will process a request for a reasonable accommodation;

- d. Make clear that Respondent will maintain the confidentiality of that information;
  - e. Set forth the circumstances under which Respondent may request a “fitness for duty” evaluation and the type of information and/or medical documentation required to establish that an employee is unfit for duty or presents a direct threat to him/herself or others;
  - f. Make clear that disability discrimination is prohibited under the LAD;
  - g. Make clear that employees may exercise their rights under the LAD by filing a disability discrimination complaint with the New Jersey Division on Civil Rights within 180 days of the alleged discrimination or harassment, or filing a civil complaint in the Superior Court of New Jersey within two years of the alleged discrimination or harassment;
  - h. Set forth the address and phone number for the nearest DCR office;
  - i. Make clear that it is a violation of the LAD to retaliate and/or otherwise discriminate against any individual for exercising his or her rights under the LAD.
9. Respondent shall submit the revised policies to Conciliator Elise Olgin at least thirty days prior to their implementation by Respondent either by e-mail ([Elise.Olgin@njcivilrights.gov](mailto:Elise.Olgin@njcivilrights.gov)) or regular mail (State of New Jersey, Department of Law and Public Safety, Division on Civil Rights, P.O. Box 89, 140 East Front Street, 6<sup>th</sup> Floor, Trenton, NJ 08625-0089).
10. The policies in Paragraph 8 shall be disseminated to Respondent’s managers, agents and/or employees within sixty days following the execution of this Consent Order and provided to new employees upon hire. Respondent shall maintain a copy of these policies in a

readily accessible location in its Human Resources office and in locations where Respondent posts policies.

11. Respondent will provide training to its supervisors, managers, and Human Resources personnel and/or agents on the LAD and the policies in Paragraph 8, which shall include but not be limited to:

- a. The purpose and scope of the LAD, types of prohibited discrimination and employer/employee/applicant rights and obligations under the LAD;
- b. An employer's obligation to engage in an interactive process and provide reasonable accommodations for the limitations of an employee or applicant with a disability, unless doing so would constitute an undue burden for the employer;
- c. Procedures for identifying and addressing requests for disability accommodations;
- d. Review of potential disability accommodations, including the examples in N.J.A.C. 13:13-2.5(b);
- e. When and under what circumstances it is appropriate to request a fitness for duty evaluation;
- f. An employer's obligations when invoking the safety defense, including a description of the information and medical documentation required to establish that an employee may present a risk of harm to himself or others;
- g. It is a violation of the LAD to retaliate and/or otherwise discriminate against an individual for exercising his/her rights under the LAD.

12. All training required by paragraph 11 shall be completed within three months of the execution of this Consent Order. All employees attending training will sign a statement acknowledging that he or she has participated in, understands, and completed the training.

13. Respondent shall submit a copy of all training materials to Conciliator Olgin for review fourteen days prior to training. Respondent will provide DCR with ten days' notice of when the training is to occur and shall permit two representatives of DCR to attend.

14. Respondent shall provide certification to Conciliator Olgin of the names and positions of the employees trained, and the dates each employee completed training. All supervisors, managers and Human Resources personnel and/or agents hired at the Trenton, New Jersey location through December 31, 2020 shall receive similar training within the first year of employment.

### **COMPLIANCE AND RELEASES**

15. Respondent shall continue to comply with the LAD.

16. If a dispute arises regarding Respondent's compliance with this Consent Order, DCR and Respondent shall attempt in good faith to resolve the dispute before seeking the Court's intervention. DCR shall provide Respondent with a description of the alleged non-compliance and a ten day period to cure.

17. If Respondent defaults with respect to any provision herein, it consents to the entry of this Consent Order in the Chancery Division of the Superior Court of New Jersey, for purposes of enforcement. If the Superior Court finds that Respondent is in default, Respondent shall pay interest on the award as well as reasonable costs, expenses and attorney fees incurred in proceedings or steps necessary to enforce this Consent Order.

18. This Consent Order shall be binding upon the parties and their successors and assigns. No assignment of any right, power or authority shall avoid compliance with this Consent Order.

19. If any Court declares any portion of this Consent Order unenforceable, the remaining portions shall be fully enforceable.

20. Each party represents and acknowledges that prior to executing this Consent Order, they have had ample time to consult with legal counsel prior to making the decision to execute this Consent Order, and that no party relied upon any representation or statement not set forth in this Consent Order, made by any other party hereto, or their counsel or representatives.

21. Complainant expressly recognizes and understands that Deputy Attorney General Beverley A. Lapsley represents the Director of the Division on Civil Rights in this matter and does not represent Complainant. Complainant acknowledges that DAG Lapsley has suggested that he consult or retain an attorney to obtain legal advice before agreeing to the terms of this settlement, including advice regarding the taxability of the payments he will receive and the impact of those payments on his eligibility for government benefits. Complainant acknowledges that he has not relied on, nor was he given, any legal advice from DCR or DAG Lapsley concerning any aspect of this matter. Complainant acknowledges that he had the opportunity to consult or retain counsel to review this Consent Order before signing it, and chose not to consult or retain counsel.

22. This Consent Order 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.

23. In consideration for the execution of this Consent Order and payment as set forth in Paragraph 1, Complainant expressly waives and releases all claims asserted in DCR Docket

No. EL11HB-65848. Execution of this Consent Order shall result in dismissal of the DCR complaint with prejudice, subject to the fulfillment of the requirements of this Consent Order.

24. Complainant agrees that he will take any action necessary to terminate any proceedings before the EEOC related to this matter, after the settlement check has cleared.

25. 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.

26. This Consent Order constitutes the entire agreement between Respondent, Complainant and DCR. Any addition, deletion, or change to this Consent Order must be in writing and signed by all parties.





4-23-18

CRAIG SASHIHARA  
DIRECTOR NEW JERSEY DIVISION ON CIVIL RIGHTS

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

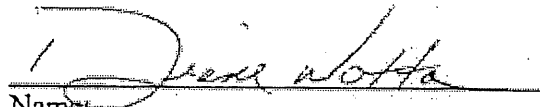
FOR COMPLAINANT:



DATE: \_\_\_\_\_

Name:

FOR RESPONDENT:



DATE: 4/20/18

Name:

Title: