

STATE OF NEW JERSEY
OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW & PUBLIC SAFETY
DIVISION ON CIVIL RIGHTS

In the matter of) Administrative Action
NY Gyro King, Inc.) **ASSURANCE OF VOLUNTARY COMPLIANCE**

This Assurance of Voluntary Compliance is voluntarily entered into between the New Jersey Division on Civil Rights (DCR), which is charged with enforcing the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 to -49 (the LAD), and NY Gyro King, Inc. (Gyro King or Respondent), a commercial entity incorporated in New Jersey and currently doing business as “NY Gyro King” at 588A Bloomfield Avenue, Bloomfield, New Jersey.

WHEREAS DCR opened an investigative inquiry based on its receipt of information that on or about April 20, 2019, Gyro King posted an advertisement for employment at its place of business that stated “HELP WANTED” and “MALES ONLY”; and

WHEREAS DCR confirmed that Gyro King posted the advertisement and considers Gyro King’s action to be in violation of the LAD’s prohibition of employment discrimination on the basis of gender and the LAD’s prohibition of employment advertisements expressing a preference or discrimination as to gender; and

WHEREAS DCR and Respondent have reached an amicable resolution to the matter, so as to conclude this matter without the need for further investigative or enforcement action, and the parties having consented to this Assurance of Voluntary Compliance (the Agreement);

NOW THEREFORE, it is AGREED as follows:

- a. *Written Policy.* Respondent hereby agrees that all policies and decisions affecting persons employed with Respondent or seeking employment with Respondent shall comply in full with the LAD. Respondent agrees not to implement any policy or carry out any act that has the purpose or effect of discriminating against any person because of race, creed, color, national origin, ancestry, age, marital status, civil union status, domestic partnership status, affectional or sexual orientation, genetic information, pregnancy or breastfeeding, sex, gender identity or expression, disability, atypical hereditary cellular or blood trait, liability for service in the Armed Forces of the United States, or nationality.

Within fifteen (15) days, Respondent agrees to provide written verification to DCR of a policy prohibiting discrimination and reflecting its agreement herein to comply with all provisions of the LAD (the Written Policy). The Written Policy will include a statement that any person who believes a violation of the LAD has occurred may contact the New Jersey Division on Civil Rights at (973) 648-2700 or online at www.NJCivilRights.gov, and may file a complaint with DCR within 180 days of the incident.

- b. *Revised Practice.* Respondent hereby agrees that in compliance with the LAD, all employment opportunities will be open to applicants without regard to gender, except only where gender is a bona fide occupational qualification for the job in question and Respondent is able to demonstrate factual support for a belief that no members of the gender in question could perform the job adequately.
- c. *Training.* Within thirty (30) days, Respondent agrees to arrange for all staff and management to receive training on the Written Policy and Revised Practice set forth above.
- d. *Penalty.* Respondent hereby agrees to incur a penalty in the amount of one-thousand dollars (\$1,000.00) for the action described above, which will be submitted to DCR within seven (7) days in the form of a check made payable to “Treasurer, State of New Jersey.” Respondent acknowledges that this penalty addresses only the subject matter of this Agreement and does not affect the rights of any person or entity who is not a party to this Agreement.
- e. *No Approval.* This Agreement is entered into by the parties for settlement purposes only. Neither the fact of this Agreement nor any provision contained herein shall constitute an approval, sanction, or authorization by any governmental unit of the State of any act or practice of Respondent.
- f. *Authorized Representative.* Each party represents and warrants that the Agreement has been signed by an authorized representative of the party with full knowledge, understanding, and acceptance of its terms and that the representative has done so with authority to legally bind the party.
- g. Except as provided in this Agreement, no provision herein shall be construed as relieving Respondent of its obligations to comply with all State and federal laws, regulations or rules, as now constituted or as may hereafter be amended; or as granting permission to engage in any acts or practices prohibited by any such laws, regulations, or rules; or limiting any right that DCR may otherwise have to obtain information, documents or testimony from Respondent or to accept and/or investigate any complaints against Respondent.
- h. Once executed, this Agreement shall operate as a complete and final disposition of this matter.
- i. DCR shall have the authority to enforce the provisions of this Agreement, or to seek sanction for violations thereof, or both.
- j. This Agreement is entered into by each party freely and voluntarily and with full knowledge and understanding of the obligations and duties imposed by this Agreement.

k. The parties consent to the form, content, and entry of this Agreement on the dates beside their respective signatures (below).



RESPONDENT NY GYRO KING
By Israr Ahmad, Owner

5/2/2019
DATE



NEW JERSEY DIVISION ON CIVIL RIGHTS
By Rachel Wainer Apter, Director

May 2, 2019
DATE