

STATE OF NEW JERSEY  
DEPARTMENT OF LAW & PUBLIC SAFETY DIVISION  
ON CIVIL RIGHTS  
DCR DOCKET NO. EQ03WB-67188

J.H., )  
Complainant, )  
v. )  
Playa Bowls, )  
Respondent. )

NEGOTIATED SETTLEMENT  
AGREEMENT

WHEREAS, J.H. (hereinafter "Complainant") has filed a verified complaint with the Division on Civil Rights alleging that Playa Bowls (hereinafter "Respondent") committed unlawful discrimination; and

WHEREAS, Respondent is an employer doing business in the State of New Jersey, and has a facility located at 1982-610 North Bay Avenue, Beach Haven, New Jersey; and

WHEREAS, Respondent denies that an act of unlawful discrimination occurred; and WHEREAS, the Director of the Division on Civil Rights has not made any findings on the merits of this matter and does not waive the right to enforce the New Jersey Law Against Discrimination regarding similar conduct; and

WHEREAS, both parties desire to resolve the matter without the necessity and expense of further litigation;

NOW THEREFORE, it is agreed between the parties that:

1. Respondent shall continue to comply with the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 to -49.

2. Respondent, as settlement in this matter, agrees to pay to Complainant the full amount of \$20,000.00.

3. Respondent agrees to deliver by way of NJ Lawyer's Service to complainant's residence, a check payable to " [REDACTED]" within 21 days after the receipt by counsel for Respondent of this fully-executed Negotiated Settlement Agreement and any fully-executed release agreement that may be referenced below.


4. Respondent has provided proofs that its designated managers and supervisors have attended training sessions on sexual harassment prevention per the New Jersey Law Against Discrimination, and that Respondent has provided DCR with documentation to that effect, highlighting the names and job titles of the employees who attended.

5. Respondent has represented that its consent to this Agreement is contingent on Complainant entering into a separate release agreement with Respondent. DCR is not a party to any such release agreement, and will not review any such agreement. Any negotiations about the terms or content of any such release agreement will be conducted directly between Complainant and Respondent's attorneys. If Complainant and Respondent fail to reach an agreement as to the terms or content of the release agreement, and do not execute that release agreement prior to or within seven days after signing this Agreement, DCR will conclude that the parties are not able to reach a voluntary settlement, and this Agreement will be void. DCR will then complete any additional investigation needed to address the allegations of the complaint and will issue a finding of probable cause or a finding of no probable cause.


6. The above shall represent full satisfaction of all claims arising out of this matter, as well as any claims that may have been filed with the Equal Employment Opportunity Commission ("EEOC"). Complainant agrees that she will take any action necessary to terminate any proceedings that may be before the EEOC related to this matter.

7. Respondent and Complainant agree not to engage in any retaliatory conduct against each other or any participant in these proceedings, nor will Respondent allow any of its employees to engage in any such conduct.

This Negotiated Settlement Agreement shall operate as a full and final disposition with prejudice of the allegations set forth in the verified complaint and the Equal Employment Opportunity Commission charge, subject only to the fulfillment of all the foregoing provisions.

 \_\_\_\_\_ DATED 3/7/19

Complainant

 \_\_\_\_\_ DATED 3/7/19

For Respondent