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Attorney for New Jersey Division on Civil Rights

By: Renee Greenberg
Deputy Attorney General
(973) 648-3441

REDACTED

Complainant,

v.

Ray's Sub Food Corp., dba
Ray's Sub Shop

Respondent.

DCR DKT NO. EL02WB-66614

CONSENT ORDER AND DECREE

THIS MATTER was commenced on August 21, 2017, when **REDACTED** ("Complainant") filed a verified complaint with the New Jersey Division on Civil Rights (the "Division" or "DCR") against Respondent Ray's Sub Food Corp., dba Ray's Sub Shop ("Respondent") alleging sexual harassment and reprisal in violation of the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 to -49; and

WHEREAS, Respondent is an employer in the State of New Jersey with a facility located in Ewing, New Jersey; and

WHEREAS, Complainant alleged in her verified complaint that she was subjected to sexual harassment and was discharged as a reprisal for complaining about the sexual harassment; and

WHEREAS, Respondent denied the allegations contained in the verified complaint; and

WHEREAS, the Division conducted an investigation of the allegations and issued a finding of probable cause on September 4, 2019; and

WHEREAS, the parties engaged in conciliation efforts; and

WHEREAS, it is now the intention of the parties to settle the matter amicably without the necessity of further proceedings, including a public hearing;

NOW THEREFORE, it is on this ____ day of _____, 2019 ORDERED AND AGREED as follows:

1. Respondent agrees that all employment decisions shall comply with the New Jersey Law Against Discrimination (LAD), N.J.S.A. 10:5-1 et seq., and that Respondent shall not implement any policy or procedure having the purpose or effect of discriminating against any individual based on any of the categories set forth under the LAD or harassing any individual on those bases.

2. Respondent shall not engage in any act prohibited by the LAD, including any retaliatory conduct against Complainant, against members of Complainants' immediate family, or against any participant in these proceedings, or allow any of its employees or agents to engage in any such conduct.

EQUITABLE RELIEF

3. Respondent shall create an anti-discrimination and anti-harassment policy (the "Policy"), including an explanation of the LAD and procedures on handling reports of discrimination and harassment. Respondent agrees that the Policy will include a statement that any person who believes their rights under the LAD have been violated may contact the New Jersey Division on Civil Rights at (609) 292-4605 or online at www.NJCivilRights.gov, and may file a complaint with the Division. Respondent agrees that these policies shall be disseminated and

otherwise made available to all employees within sixty (60) days of the date this Consent Order is fully executed. Respondent shall provide a copy of the Policy to DCR at least ten (10) days prior to its dissemination to employees.

4. Within ninety (90) days of the date this Agreement is fully executed, Respondent agrees to arrange for all staff at Ray's Sub Shop to receive training on the Policy and the LAD. The training will focus on LAD compliance and a work environment free of harassment or discrimination on any basis set forth in the LAD and instruct employees how to make a complaint under the Policy. Respondent shall inform DCR of the name of the trainer, as well as the date, time and location of such training at least ten (10) days prior to the training.

5. Within thirty (30) days of the date this Agreement is fully executed, Respondent agrees to provide written verification to DCR that it is currently displaying DCR's employment and public accommodation posters in a conspicuous place, as required by N.J.A.C. 13:8-1.2 and 1.4 and N.J.S.A. 10:5-12c and 12j, and will continue to display such posters in the future, as required by the LAD.

6. For the two (2) year period following the execution of this Consent Order, Respondent shall report to DCR any internal complaints concerning discrimination and/or harassment received from its employees or job applicants in New Jersey. During this two (2) year period, Respondent shall make available to DCR, upon request, any records concerning complaints, investigative materials, and results of any internal investigations. Reports under this section shall be due every six months on July 1, 2020; December 31, 2020; July 1, 2021; and December 31, 2021; forwarded to Supervising Investigator Atley Tyler, New Jersey Division on Civil Rights, 140 East Front Street, 6th Floor, P.O. Box 089, Trenton, New Jersey 08625-0089, Atley.Tyler@njcivilrights.gov.

PENALTY

7. Without admitting any liability in this matter, within sixty (60) days of the date this Consent Order is fully executed, Respondent shall pay the total sum of five hundred dollars (\$500.00) as a civil penalty for the alleged violations of the LAD. Respondent shall pay this amount by check or money order made payable to "Treasurer, State of New Jersey." The payment shall be delivered to Conciliator Marcus Romano, New Jersey Division on Civil Rights, 140 East Front Street, 6th Floor, P.O. Box 089, Trenton, New Jersey 08625-0089.

RELIEF TO COMPLAINANT

8. Within fifteen (15) days of the date this Consent Order is fully executed, Respondent shall pay the total sum of five thousand dollars (\$5,000.00) to Complainant, in full settlement of her claims and damages arising from the allegations asserted in the verified complaint filed in this matter on August 21, 2017, and assigned DCR Docket No. EL02WB-66614 ("DCR action") and the charge filed with the Equal Employment Opportunity Commission assigned Federal Charge No. 17E-2017-00313. Respondent will issue an Internal Revenue Service 1099 tax form for the payment. The settlement check made payable to "**REDACTED**" shall be sent to Conciliator Marcus Romano, New Jersey Division on Civil Rights, 140 East Front Street, 6th Floor, P.O. Box 089, Trenton, New Jersey 08625, for delivery to Complainant.

MISCELLANEOUS PROVISIONS

9. 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 as to Respondent, subject only to the fulfillment of all the foregoing provisions.

10. In the event that the Respondent defaults with respect to any provision herein, Respondent hereby consents 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 enforcement therein. Where a dispute arises regarding Respondent's compliance with this agreement, the Division and Respondent shall first attempt in good faith to resolve the dispute before seeking the court's intervention. The Division shall provide Respondent with the specific details of the alleged noncompliance in writing and Respondent shall be afforded a fifteen (15) day period within which to cure any noncompliance.

11. This Consent Order is executed in settlement of all the allegations and potential allegations against Respondent as set forth in the verified complaint filed with the Division (Docket No. EL02WB-66614), as well as all claims filed with EEOC under Federal Charge No. 17E-2017-00313. Nothing herein shall be construed to otherwise limit the authority of the New Jersey Attorney General or the Director of the New Jersey Division on Civil Rights to protect the interests of the State of New Jersey or the people of the State of New Jersey, including LAD enforcement against Respondent for matters not resolved through this Consent Order.

12. This Consent Order constitutes the entire agreement between Complainant, Respondent and the Division. There are no other agreements, promises, understandings, obligations, covenants or representations between them. Any addition, deletion, or change to this Consent Order must be in writing and signed by all parties.

13. This Consent Order shall be binding upon the parties to this agreement and their successors. In no event shall assignment of any right, power or authority avoid compliance with the terms of this Consent Order.

14. This Agreement shall be governed and interpreted in all respects in accordance with the laws of New Jersey.

15. The parties to this Consent Order represent that a person authorized to sign a document legally binding each party to its terms has signed this Consent Order with full knowledge, understanding, and acceptance of its terms.

- a. Complainant acknowledges that she has had the opportunity to review all terms of this Agreement and the opportunity to employ the assistance of counsel of her choosing as to its effects and understands her obligations.
- b. Respondent acknowledges that it has had the opportunity to review all terms of this Agreement and the opportunity to employ the assistance of counsel of its choosing as to its effect and understands its obligations.

16. 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.

RACHEL WAINER APTER, DIRECTOR
OF THE NEW JERSEY DIVISION
ON CIVIL RIGHTS

DATE


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

FOR COMPLAINANT:

By: REDACTED
REDACTED

11/7/2019
Date

FOR RESPONDENT:

By: 
Name: RAMSIS Azab.
Title: owner

11/6/2019
Date