
W.S., Complainant, v. Academy Lines L.L.C., Respondent.	CONCILIATION AGREEMENT
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Pursuant to the authority granted to the New Jersey Division on Civil Rights (the “DCR” or the “Division”) by the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 to -49 (the “LAD”), and with the consent of Complainant W.S. (“Complainant”), who filed a verified complaint (the “Verified Complaint”) with the Division, alleging a violation of the New Jersey Family Leave Act (“FLA”) N.J.S.A. 34:11B-1, et seq. by Academy Lines, L.L.C. (“Academy” or “Respondent”), DCR has agreed with the parties to resolve all issues in controversy in this matter, DCR Docket No. EF05FB-67232, (this “Matter”) on the terms set forth in this Conciliation Agreement; and

WHEREAS, Respondent is a privately owned transportation company; and

WHEREAS, Complainant was employed by the Respondent as a bus driver; and

WHEREAS, on or about December 14, 2016, Complainant submitted a request to take intermittent leave for various periods to care for his father, which leave was supported by medical documentation and approved by Respondent; and

WHEREAS, in or about November 2017, Complainant verbally requested and took leave to care for his father; and

WHEREAS, Complainant requested additional leave in December 2017 to care for his

father; and

WHEREAS, Complainant commenced leave on December 6, 2017; and

WHEREAS, Respondent alleges that Complainant did not provide proper supporting medical documentation for his leave requests; and

WHEREAS, Complainant was terminated; and

WHEREAS, the Division on Civil Rights conducted an investigation and issued on April 7, 2020, a finding of probable cause to believe that Respondent violated Complainant's right to take FLA; and

WHEREAS, Respondent denied and continues to deny all allegations and any liability, wrongdoing, and/or violation of any law, rule, regulation, or other obligation; and

WHEREAS, the parties participated in conciliation and desire to settle this Matter without the necessity of a public hearing.

IT IS, THEREFORE, ON THIS 14th DAY OF July 2021, AGREED AS FOLLOWS:

COMPLIANCE AND POLICY

1. Respondent agrees that all policies and decisions affecting persons employed or working in New Jersey with Respondent or seeking employment with Respondent shall comply in full with the LAD and the FLA. 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. Respondent further agrees not to take any

action or put any practices in place that have the purpose or effect of discouraging or otherwise impeding an employee's ability to take FLA leave to which they are legally entitled.

2. Within forty-five (45) days of the effective date this Agreement, Respondent agrees to revise and update its written policy prohibiting discrimination as necessary and appropriate and reflecting its agreement to comply with all provisions of the LAD (the "LAD Policy"). The LAD Policy may be updated from time to time to address any changes in the statute or regulations. The LAD Policy will inform employees that for more information about the LAD or to file a complaint employee may contact Human Resources or go to www.NJCivilRights.gov.

3. Within forty-five (45) days of the effective date of this Conciliation Agreement, Respondent agrees to revise its written FLA Policy as necessary and appropriate. The FLA Policy may be updated from time to time to address any changes in the statute or regulations. The FLA Policy shall be consistent with the express Legislative purpose of the FLA, which is that eligible employees should be entitled to take a period of leave upon the birth or placement for adoption of a child or the serious health condition of a family member or a person who is equivalent to family, without risk of termination of employment or retaliation by employers. The FLA Policy shall include recently adopted updates to the FLA, including those reflected in P.L. 2019, c.37 and P.L.2020, c.23. The FLA Policy shall further include a provision stating that it is a violation of the FLA to retaliate and/or otherwise discriminate against an individual for exercising their rights under the FLA and shall inform employees that for more information about the FLA or to file a complaint employees may contact Human Resources or go to www.NJCivilRights.gov.

4. Within sixty (60) days of the date the effective date of this Conciliation Agreement, Respondent shall distribute (this may occur electronically or via hard copy) a copy of the LAD Policy and FLA Policy to all employees who work or live in New Jersey. A copy of the LAD

Policy and FLA Policy shall be redistributed to all New Jersey employees if subsequently updated by Respondent and provided to New Jersey employees at the time of hire. Respondent will send a copy of the LAD Policy and FLA Policy to counsel for the Division, Deputy Attorney General Geoffrey R. Gersten, New Jersey Department of Law & Public Safety, 124 Halsey Street, P.O. Box 45029, Newark, New Jersey 07101, at least ten (10) days prior to the first distribution to its employees.

5. Respondent agrees to comply with all posting and notice requirements for employers pursuant to N.J.A.C. 13:8-1.2, N.J.A.C. 13:8-12.2 and N.J.A.C. 13:14-1.14. The notices to be displayed pursuant to this paragraph may be obtained on the Division's website, www.njcivilrights.gov. Respondent shall display the Division's employment poster and FLA poster in a place visible to employees and potential employees, including on the company website. By no later than fifteen (15) days of the effective date of this Conciliation Agreement, Respondent shall provide proof of compliance with this provision to counsel for the Division, Deputy Attorney General Geoffrey R. Gersten, New Jersey Department of Law & Public Safety, 124 Halsey Street, P.O. Box 45029, Newark, New Jersey 07101.

6. To the extent Respondent maintains or in the future develops an internet or intranet website, app, or other electronic information forum for employees, it shall conspicuously post a copy of the LAD Policy and FLA Policy, as well as the posters identified in Paragraph 5.

7. For a period of two (2) years from the effective date of this Conciliation Agreement, Respondent shall keep a record of all FLA requests as well as any complaints regarding FLA use. The records shall reflect the number of requests for FLA, how many were approved, how many were denied (in whole or in part), and the basis for the denial.

TRAINING

8. Within sixty (60) days of the effective date this Conciliation Agreement, Respondent agrees to arrange for all Human Resources and Terminal Managers working in and/or supervising employees in New Jersey to receive anti-discrimination training that addresses compliance with the LAD and FLA. The training will focus on providing a work environment free of discrimination and harassment and the obligation of managers to report any incidence of harassment or discrimination that they witness. Specifically, the training will address compliance with the FLA, required medical certifications under the FLA, and ensuring that decisions regarding requests for leave pursuant to the FLA are consistent with law. No later than forty-five (45) days after the effective date of this Conciliation Agreement, Respondent shall provide a copy of the training course, and the name of the person or entity providing the training to Deputy Attorney General Geoffrey R. Gersten, New Jersey Department of Law & Public Safety, 124 Halsey Street, P.O. Box 45029, Newark, New Jersey 07101, for review.

9. Each employee of Respondent who receives the training described above will sign an acknowledgment form (or complete an electronic acknowledgment for online trainings), indicating that he or she attended or completed the training in its entirety. A copy of the signed acknowledgment form (or online acknowledgement) will be retained by Respondent.

MONETARY PAYMENT

10. Within thirty (30) days of the effective date of this Conciliation Agreement, Respondent shall pay the total sum of forty thousand dollars (\$40,000.00) to Complainant, in full settlement of his disputed claims for damages arising from the allegations asserted in the Verified Complaint filed in this Matter. This gross amount shall be allocated in two separate checks payable to William Savoye: (a) one check in the amount of Twenty Thousand Dollars (\$20,000.00) as

compensation for disputed claims for lost wages, which shall be subject to standard payroll tax deductions and reported on an IRS Form W-2; and (b) a second check in the amount of Twenty Thousand Dollars (\$20,000.00) representing compensation for Complainant's disputed claims for non-economic damages, which shall not be subject to withholding and which shall be reported on an IRS Form 1099. The settlement checks made payable to William Savoye shall be sent to Deputy Attorney General Geoffrey R. Gersten, New Jersey Department of Law & Public Safety, 124 Halsey Street, P.O. Box 45029, Newark, New Jersey 07101, for forwarding to Complainant. Respondent will include a cover letter with the full case name, "W.S. v. Academy Lines LLC," and "Division on Civil Rights Docket Number EF05FB-67232" in connection with transmitting the settlement checks.

11. Complainant represents that prior to the execution of this Conciliation Agreement, he has, through the Deputy Attorney General named in the notice provision herein, provided Respondent through Respondent's counsel, Apruzzese, McDermott, Mastro & Murphy, P.C., with a certification and child support judgment search compliant with N.J.S.A. 2A:17-56. 23b and agrees that the settlement proceeds described in paragraph 10 of the Conciliation Agreement shall be paid in accordance with N.J.S.A. 2A:17-56.23b and/or other applicable law. Complainant further represents that he is not now, has not been in the past, and does not anticipate in the next thirty (30) months being enrolled in Medicare or receiving Medicare benefits. Complainant further represents that he sought no medical treatment and has received no medical care in connection with his claims and that he is aware of no medical expenses for which Respondent is or could be liable now or in the future. Complainant represents that no reimbursement is due in connection with the claims asserted in this Matter or his employment with or separation from employment with Respondent and/or this settlement in connection with any federal reimbursement statute, program, or

requirement and/or private insurance coverage and agrees to indemnify, defend and hold harmless Complainant in connection with any liabilities and/or penalties should they be incurred or assessed for failure to make any such required reimbursement and/or for such federal reimbursement, including any attorneys' fees and costs incurred by Complainant and/or sought by a governmental entity. The parties acknowledge that Respondent relied upon these representations in making the settlement payments under this Conciliation Agreement.

12. This document constitutes the entire agreement between DCR, Complainant, and Respondent with respect to this Matter, although Complainant and Respondent are simultaneously entering into a separate agreement titled "General Release Agreement." Any addition, deletion, or change to this Conciliation Agreement must be in writing and signed by all parties to be bound by such addition, deletion, or change.

13. Complainant and Respondent have entered into a General Release Agreement as part of the resolution of this Matter. Neither DCR, the New Jersey Division on Civil Rights nor the Division of Law is a party to that General Release Agreement, nor have they reviewed the same and make no representations as to its effect or content. The General Release contains a provision that Complainant may revoke the General Release Agreement within 7 days of signing the General Release Agreement. The full execution and non-revocation of this General Release is a condition to the effectiveness of this Conciliation Agreement which shall not become effective until 10 days after Complainant signs the General Release Agreement without revoking it. If Respondent notifies the Division within 10 days of the date of this Conciliation Agreement that Complainant has revoked the General Release, then this Conciliation Agreement will be considered null and void and the parties will return to their litigation positions in this matter.

14. In further consideration of this Conciliation Agreement Respondent shall pay the

total sum of one thousand five hundred dollars (\$1,500.00) for administrative costs for the investigation, which will be submitted to the Division within thirty (30) days of the effective date of this Conciliation Agreement (and delivered with the payment described in Paragraph 10) in the form of a check made payable to "Treasurer, State of New Jersey."

15. After the effective date of this Conciliation Agreement, it may be enforced as a judgment against Respondent for the full amount of the \$41,500.00 referenced in paragraphs 10 and 14 herein, plus interest and the costs of enforcement if payment is not made within the time set forth herein.

GENERAL PROVISIONS

16. All communications and notices regarding this Conciliation Agreement shall be sent to:

For the New Jersey Division on Civil Rights:

DAG Geoffrey R. Gersten
New Jersey Attorney General's Office – Division of Law
124 Halsey Street, 5th Floor
P.O. Box 45029
Newark, NJ 07101
geoffrey.gersten@law.njoag.gov

For Respondent:

Lisa Barré-Quick, Esq.
APRUZZESE, McDERMOTT, MASTRO & MURPHY, P.C.
Somerset Hills Corporate Center
25 Independence Boulevard
P.O. Box 112
Liberty Corner, NJ 07938
lbarrequick@ammm.com

17. This Conciliation Agreement 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.

18. Nothing in this Conciliation Agreement shall in any manner be construed to limit or affect the rights of any persons, other than the parties to this Conciliation Agreement, who may have a claim against Respondent.

19. Complainant and the Division understand and agree that Respondent and its representatives have not provided any representations, advice or promises regarding tax obligations that may arise from this Conciliation Agreement or the settlement payments that are being issued in accordance with this Conciliation Agreement.

20. The parties to this Conciliation Agreement acknowledge that for the purpose of enforcement of this Conciliation Agreement, New Jersey law shall govern the terms and provisions herein.

21. As used in this Conciliation Agreement, the plural shall include the singular and the singular shall include the plural. In addition, "or" and "and" shall be interpreted conjunctively.

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

23. The parties to this Conciliation Agreement have negotiated and fully reviewed its terms. Uncertainty or ambiguity shall not, therefore, be construed against the drafter.

24. This Conciliation Agreement is a compromise of disputed claims and is not an admission of liability or wrongdoing by any party. It is entered into as a business judgment bearing in mind the cost and uncertainty of litigation. Respondent expressly denies that they have violated any law, statute, ordinance, contract, duty or obligation whatsoever, or that they have engaged in any improper conduct. By virtue of this Conciliation Agreement, neither Complainant, nor any other party shall be construed as a prevailing party under any rule of court or fee shifting

statute.

25. The Complainant and the Division hereby release Respondent from any claims in the Verified Complaint or any related claims regarding Complainant William Savoye. This Conciliation Agreement shall not be construed to otherwise limit the authority of the New Jersey Attorney General or the Division to protect the interests of the State of New Jersey or the people of the State of New Jersey.

26. If any of the provisions, terms, clauses, or waivers or release of claims or rights contained in this Conciliation Agreement are declared illegal, unenforceable or ineffective in a legal forum, such provisions, terms, clauses, or waivers or release of claims or rights shall be deemed severable, such that all other provisions, terms, clauses, and waivers and releases of claims and rights contained in this Conciliation Agreement shall remain valid and binding upon the Parties; provided, however, that in the event any of the waiver or release provisions of this Conciliation Agreement are determined to be invalid or unenforceable in whole or in part, the Parties shall immediately commence negotiations for a replacement provision or provisions so as to effect the original intent of the Parties as closely as possible and fulfill the terms set forth herein to the fullest extent possible. The Parties further agree that should a court, upon review, find any aspect of the terms of this Conciliation Agreement illegal, ineffective, or unenforceable, the court shall modify such term(s) only to the extent necessary to render it legal, effective, and enforceable and while maintaining the intent of the Parties as described by such term(s) to the fullest extent possible.

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

28. In the event that any party defaults on any provision of this Conciliation Agreement, the parties consent to the entry of this Conciliation Agreement in New Jersey Superior Court for the purpose of enforcement.


29. Any signature required to effectuate this Conciliation Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same Conciliation Agreement.

30. Upon effective date of this Conciliation Agreement, it shall operate as a complete and final disposition of the charges contained in the above noted Verified Complaint filed against the Respondent with the Division on Civil Rights, subject only to the fulfillment of all of the provisions of this Conciliation Agreement. Upon fulfillment of these conditions, the Verified Complaint shall be dismissed with prejudice.

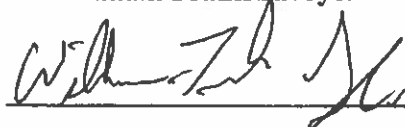
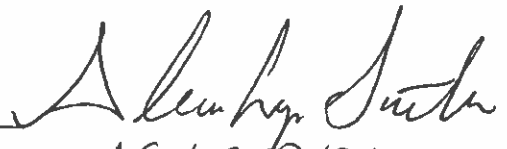
NEW JERSEY DIVISION ON CIVIL RIGHTS:

Rosemary DiSavino, Deputy Director
New Jersey Division on Civil Rights

RESPONDENT Academy Lines, L.L.C.:

Signature: 
Print name: DOUG LEVINE / CLAIMS MANAGER
Dated: 7/6/2021

COMPLAINANT William Frank Savoye:

Signature:  
Dated: June 8, 2021 06/08/2021
for William Frank Savoye.

