

**STATE OF NEW JERSEY  
DEPARTMENT OF LAW & PUBLIC SAFETY  
DIVISION ON CIVIL RIGHTS  
DCR DOCKET NO. EC06WB-67339**

[REDACTED]

**Complainant,**

**v.**

**America's Best Contacts &  
Eyeglasses Inc.,**

**Respondent.**

**CONSENT ORDER AND DECREE**

WHEREAS, [REDACTED] (Complainant) filed a verified complaint with the New Jersey Division on Civil Rights (DCR or the Division), on or about March 8, 2019, alleging that America's Best Contacts & Eyeglasses Inc. (Respondent), violated the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 to -49 (LAD); and

WHEREAS, Respondent is an employer with approximately 24 retail locations in New Jersey and is subject to the provisions of the LAD; and

WHEREAS, Respondent hired Complainant as a full-time sales associate in or around May 2018; and

WHEREAS, Complainant took maternity leave from on or around November 19, 2018 through March 4, 2019; and

WHEREAS, Complainant alleged that upon returning from maternity leave, Respondent discriminated against her based on pregnancy and failed to provide her a reasonable accommodation related to breastfeeding; and

WHEREAS, the verified complaint alleged that Respondent reduced Complainant's schedule from full-time to part-time hours and failed to provide Complainant with a suitable location with privacy to express breastmilk; and

WHEREAS, Respondent denies that any violation of the LAD occurred; and

WHEREAS, the Division conducted an investigation of the allegations and issued, on December 15, 2020, a written determination finding probable cause to support Complainant's allegations that Respondent failed to provide Complainant with the same full-time schedule she had before her maternity leave and a suitable room with privacy to express breastmilk; and

WHEREAS, the parties desire to resolve the matter without further litigation;

NOW, THEREFORE, it is agreed between the parties that:

1. *Revised Practice:* Respondent hereby agrees that all of its policies and decisions affecting persons employed with Respondent, 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 decision, policy, or procedure having the purpose or effect of discriminating against any individual on the basis of race, religion, national origin, gender, sexual orientation, gender identity or expression, disability, or other protected characteristics in violation of the LAD. In particular, Respondent agrees that in compliance with the LAD, it will not discriminate against a person based on pregnancy or breastfeeding and shall provide accommodations related to pregnancy or breastfeeding for needs related to the pregnancy or breastfeeding unless such an accommodation would be an undue hardship on the business operations of Respondent consistent with the Pregnant Workers Fairness Act (PWFA), N.J.S.A. 10:5-12(s).

2. *Retaliation:* Respondent shall not engage in any act prohibited by the LAD, including any retaliatory conduct against Complainant, members of Complainants' immediate

family, or any person who assisted in any action or proceeding under the LAD, or authorize any of its employees or agents to engage in any such conduct. Respondent also shall not attempt to prevent any person from exercising their rights under the LAD or participating in or assisting with any investigation or proceeding under the LAD.

3. *Posting and Notice Requirements:* Respondent agrees to comply with all posting and notice requirements for employers pursuant to N.J.A.C. 13:8-1.2 and places of public accommodation pursuant to N.J.A.C. 13:8-1.4 for all of its New Jersey locations. The notices to be displayed pursuant to this paragraph may be obtained on the Division's website, [www.njcivilrights.gov](http://www.njcivilrights.gov). Respondent shall display the Division's employment poster in a place visible to employees and potential employees and the public accommodation poster in a place visible to all customers, patrons, or guests. By no later than fifteen (15) days of the date this Consent Order is fully executed, Respondent shall provide proof of compliance with this provision to the Division via NJBIAS.

4. *Written Policy:* Notwithstanding Respondent's representation that its policies and procedures are fully compliant with all relevant laws, Respondent shall review and revise as necessary its Anti-Discrimination Policy to ensure compliance with the LAD within sixty (60) days of the date this Consent Order is fully executed. Respondent shall distribute a copy of its Anti-Discrimination Policy to all of its employees in its New Jersey locations. Respondent may satisfy its dissemination obligation under this provision in accordance with its next scheduled annual policy update. Respondent shall ensure a hard copy of this Policy is stored in a location accessible to its employees throughout their regular work hours and not in a location such as a manager's office or work space. By no later than sixty (60) days of the date this Consent Order is

fully executed, Respondent shall provide proof of compliance with this provision to the Division via NJBIAS with a courtesy copy to DAG Farng-Yi D. Foo at [Farng-Yi.Foo@law.njoag.gov](mailto:Farng-Yi.Foo@law.njoag.gov).

5. *Pregnancy Accommodation and Lactation Policy*: Notwithstanding Respondent's representation that its policies and procedures are fully compliant with all relevant laws, Respondent will review and revise as necessary its Pregnancy Accommodation and Lactation Policy for its New Jersey employees. At minimum, this Policy shall:

- a. Ensure that Respondent provides a reasonable accommodation related to pregnancy or breastfeeding in the workplace, such as bathroom breaks, breaks for increased water intake, periodic rest, assistance with manual labor, job restructuring or modified work schedules; and temporary transfers to less strenuous or hazardous work, for needs related to the pregnancy when the employee, based on the advice of her physician, requests the accommodation; and
- b. Ensure that Respondent, in the case of an employee breast feeding an infant child, provide accommodations that shall include reasonable break time each day to the employee and a suitable room or other location with privacy, other than a toilet stall, in close proximity to the work area for the employee to express breast milk for the child; and
- c. Provide that Respondent shall not in any way penalize an employee in terms, conditions or privileges of employment for requesting or using an accommodation; and
- d. Create a process and procedure for requesting and receiving a response to pregnancy or breastfeeding accommodations; and

- e. Identify the person by title and contact information who will receive complaints concerning this Policy and an alternate person by title and contact information if the initial contact person is unavailable, unresponsive, or may have a conflict.

Respondent shall distribute a copy of its Pregnancy Accommodation and Lactation Policy to all of its employees in its New Jersey locations. Respondent may satisfy its dissemination obligation under this provision in accordance with its next scheduled annual policy update. Respondent shall ensure a hard copy of this Policy is placed in a location accessible to its employees throughout their regular work hours and not in a location such as a manager's office or work space. By no later than sixty (60) days of the date this Consent Order is fully executed, Respondent shall provide proof of compliance with this provision to the Division via NJBIAS with a courtesy copy to DAG Farng-Yi D. Foo at [Farng-Yi.Foo@law.njoag.gov](mailto:Farng-Yi.Foo@law.njoag.gov).

6. *New Jersey Managers and Supervisors Training:* Within ninety (90) days of the date this Consent Order is fully executed, Respondent shall arrange for interactive training on the Anti-Discrimination Policy, the Pregnancy Accommodation and Lactation Policy, and the LAD to all New Jersey managers and supervisors in New Jersey. Such training shall include examples of pregnancy discrimination and a discussion of best practices on how to engage in the interactive process with individuals who request an accommodation related to pregnancy and breastfeeding. This training shall be conducted by a person with knowledge of New Jersey state and federal antidiscrimination laws. Individuals receiving this training shall have the opportunity to ask questions during the training. Respondent will provide to the Division, via NJBIAS, any materials to be used in this training, including but not limited to handouts and a copy of any PowerPoint slides, and the name of the person who will provide the training, at least ten days in advance of the scheduled training. Upon completion of this training, Respondent shall certify that such training

was provided to all of its employees in accordance with its obligations under this Agreement, identify by name and title the individuals trained, and provide the date(s) on which the training occurred. Respondent shall provide proof of compliance with this provision to the Division via NJBIAS with a courtesy copy to DAG Farnng-Yi D. Foo at [Farnng-Yi.Foo@law.njoag.gov](mailto:Farnng-Yi.Foo@law.njoag.gov).

7. *Anti-Discrimination Training:* Respondent represents that all employees in New Jersey receive training on its Anti-Discrimination Policy through employee meetings directed by designated human resources representative(s). In addition, Respondent shall develop an interactive training module on its Anti-Discrimination Policy, the Pregnancy Accommodation and Lactation Policy and the LAD for all employees in New Jersey to be completed by all employees within one (1) year from the date this Consent Order is fully executed. Respondent shall provide proof of compliance with this provision to the Division via NJBIAS with a courtesy copy to DAG Farnng-Yi D. Foo at [Farnng-Yi.Foo@law.njoag.gov](mailto:Farnng-Yi.Foo@law.njoag.gov).

8. *Recordkeeping:* Respondent agrees to maintain records of pregnancy and breastfeeding related requests, which are not de minimis, for a period of at least three years, unless a longer period is required by any federal or state statute or regulation. These records shall be maintained at Respondent's premises and made available for review by the Division within 20 days of written request.

9. *Reporting:* For a period of three years following the execution of this Consent Order, Respondent shall notify the Division of all New Jersey pregnancy-related accommodation requests and all pregnancy-discrimination complaints, which are not de minimis. Respondent shall provide the Division with a report every six months for the three-year period. The first report should be submitted on June 15 and provide information from the prior year. All subsequent reports shall provide information from the prior six months. Subsequent reports shall be submitted

on or before December 1, 2022 (covering the period from June 15 through November 31); June 1, 2023 (covering the period from December 1 through May 31); December 1, 2023 (covering the period from June 1 through November 31); June 1, 2024 (covering the period from December 1 through May 31); December 1, 2024 (covering period from June 1 through November 31); and June 1, 2025 (covering period from December 1 through May 31). Each report shall include a chart or spreadsheet listing: i) the date and type of accommodation requested; ii) if the accommodation was granted, denied or an alternative one provided; and iii) if the accommodation was denied, on what basis. Each report shall also list any complaints, whether filed internally, in court or with an administrative agency, alleging pregnancy discrimination and/or failure to provide reasonable accommodation to individuals who are pregnant or breastfeeding. For each such complaint, Respondent shall list: i) date complaint filed; ii) forum of complaint; and iii) status of the complaint. These reports and any documents provided with them pursuant to this paragraph will be considered investigative records pursuant to N.J.A.C. 13:4-13.1. Nothing herein shall preclude the Division from seeking additional information related to the information provided in these reports. All reports shall be submitted to the Division via NJBIAS with a courtesy copy sent to Deputy Attorney General Farn-Yi D. Foo at [Farn-Yi.Foo@law.njoag.gov](mailto:Farn-Yi.Foo@law.njoag.gov).

10. *Monetary Relief to Complainant:* By no later than thirty (30) days of the date this Consent Order is fully executed, Respondent shall pay to Complainant the total sum of thirty thousand five hundred dollars (\$30,500) paid as set forth below and such payment shall constitute full and final settlement of all of the Complainant's claims against Respondent, which arise from the allegations asserted in DCR Docket No. EC06WB67339 and the complaint filed with the Equal Employment Opportunity Commission assigned Federal Charge No. 17E-2019-00140. One check for alleged lost wages made payable to Complainant in the amount of three thousand fifty dollars

(\$3,050) less applicable payroll/tax withholdings, for which an IRS Form W-2 shall be issued. One check for twenty-seven thousand four hundred and fifty dollars (\$27,450) for which an IRS Form 1099 shall be issued in connection with the payment and Complainant shall be responsible for all local, state, and federal taxes related to the payment. The payment(s) shall be made payable to Complainant and be sent to Complainant at an address provided to Respondent. Respondent shall submit to the Division written confirmation that payment was made to Complainant via NJBIAS with a courtesy copy to Deputy Attorney General Farn-Yi D. Foo at [Farn-Yi.Foo@law.njoag.gov](mailto:Farn-Yi.Foo@law.njoag.gov).

11. *Payment in lieu of penalty/costs of the investigation:* By no later than 30 days of the date this Consent Order is fully executed, Respondent shall pay the total sum of ten thousand dollars (\$10,000) to the Division as a payment in lieu of penalty and administrative costs related to the Division's investigation. Respondent shall pay this amount by check or money order made payable to "Treasurer, State of New Jersey." The payment shall be delivered to DAG Farn-Yi D. Foo at 124 the Office of the New Jersey Attorney General – Division of Law; 124 Halsey Street; P.O. Box 45029-5029; Newark, NJ 07101. Respondent also shall submit proof of payment to the Division via NJBIAS.

12. 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.

13. Respondent agrees and understands that its failure to comply with any of the terms or provisions of this Agreement shall constitute a breach of the agreement.



14. In the event that Respondent falls to comply with any provision of this Agreement, Respondent hereby consents to 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, 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 written notice of its noncompliance and provide Respondent fifteen (15) days to cure its noncompliance before seeking relief from the Court. The Division retains discretion to determine whether Respondent has fully complied with the provisions of this Agreement.

15. This Consent Order and Agreement resolves only the allegations against Respondent set forth in the verified complaint filed by Complainant, DCR Docket No. EC06WB-67339 and the complaint filed with the Equal Employment Opportunity Commission and assigned Federal Charge No. 17E-2019-00140. Nothing herein shall be construed to limit the Office of the New Jersey Attorney General or the New Jersey Division on Civil Rights in the exercise of their authority to act in the public interest in any future or pending matter involving Respondent other than DCR Docket No. EC06WB-67339.

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

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

18. 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.

19. This Agreement shall be governed and interpreted in all respects in accordance with the laws of New Jersey, without regard to principles of conflicts of law.

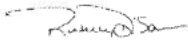
20. The parties to this Consent Order represent that a person authorized to sign a document legally binding each party to its terms has signed this Consent Order with full knowledge, understanding, and acceptance of its terms.

21. Complainant acknowledges that she has had the opportunity to review the terms of this Agreement, and the opportunity to retain counsel of their choosing as to its effects, and that she understands and agrees to her rights and obligations under this Agreement.

22. 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. The parties agree that this Agreement may be signed electronically, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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

24. If any portion of this Agreement is held invalid or unenforceable by operation of law, the remaining terms of this Agreement shall not be affected.

DocuSigned by:  
  
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5/19/2022

ROSEMARY DISAVINO, DEPUTY DIRECTOR  
NEW JERSEY DIVISION ON CIVIL RIGHTS

DATE

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

RESPONDENT:

America's Best Contacts & Eyeglasses Inc.

Signature: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

COMPLAINANT:

[REDACTED]

Signature: [REDACTED]

Dated: 5/19/2022

ROSEMARY DISAVINO, DEPUTY DIRECTOR  
NEW JERSEY DIVISION ON CIVIL RIGHTS

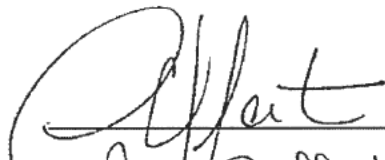
DATE

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

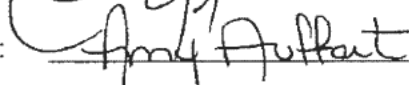
RESPONDENT:

America's Best Contacts & Eyeglasses Inc.

Signature:



Print name:



Title:

VP. Asst General Counsel Employment + Operations

Dated:

5/16/2022

COMPLAINANT:



Signature:

\_\_\_\_\_

Dated: