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United States of America v. Township of Green Brook

Judge Joel A. Pisano

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United States of America v. Township of Green Brook

Keywords

United States of America, Township of Green Brook, 3:10-cv-02993-JAP-TJB, Consent Decree, Disparate Treatment, Retaliation, Hostile Work Environment, Compensation, Subjective Decision Making, Terms and Conditions, Race, African American, Government, Employment Law, Title VII

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	Case No. _____-cv-_____
)	
TOWNSHIP OF GREEN BROOK,)	
)	
Defendant.)	
)	
)	

CONSENT DECREE

I. INTRODUCTION

This action was brought by the United States against the Township of Green Brook (“the Township”) to enforce the provisions of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e, *et seq.*, as amended (“Title VII”), following receipt by the United States from the Equal Employment Opportunity Commission of a charge of discrimination filed by Anthony Rivera against the Township. This Court has jurisdiction of the action under 42 U.S.C. §2000e-5(f) and 28 U.S.C. §1345.

In its complaint, the United States alleges that the Township subjected Mr. Rivera to discrimination on the basis of his race (black), in violation of Section 703(a) of Title VII, among other ways, by:

- (a) creating and/or maintaining a hostile work environment based on race that adversely

affected the terms, conditions, and privileges of Mr. Rivera's employment; and

(b) failing or refusing to take appropriate action to remedy the effects of the discriminatory treatment.

The United States also alleges that the Township subjected Mr. Rivera to retaliation, in violation of Section 704(a) of Title VII, among other ways, by:

(a) suspending Mr. Rivera from work without pay for opposing conduct that he reasonably and in good faith believed to be unlawful under Title VII; and

(b) failing or refusing to take appropriate action to remedy the effects of the retaliation against Rivera.

The Township denies it has discriminated or retaliated against Mr. Rivera in violation of Title VII. Nevertheless, the United States and the Township, desiring that this action be settled by an appropriate Consent Decree ("Decree"), and to avoid the burden and risks of protracted litigation, agree to the jurisdiction of this Court over the parties and the subject matter of this action. This Decree, being entered into with the consent of the United States and the Township, shall in no way constitute an adjudication or finding on the merits of the case, nor be construed as an admission by the Township or a finding of wrongdoing or violation of any applicable federal law or regulation.

In resolution of this action, the parties hereby AGREE to, and the Court expressly APPROVES, ENTERS and ORDERS, the following:

II. EQUITABLE RELIEF

1. The Township, by and through its officials, agents, employees, and all persons in active concert or participation with the Township in the performance of employment or

personnel functions, shall not engage in any act or practice that discriminates against any employee or applicant on the basis of race in violation of Title VII.

2. The Township shall not retaliate against or in any way adversely affect the terms and conditions of employment of any person because that person has opposed any practice made unlawful by Title VII, filed a charge with the Equal Employment Opportunity Commission, or testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under Title VII, this case, or this Decree.

3. The Township shall distribute copies of its anti-discrimination and anti-harassment policies, and its mechanism for reporting complaints of harassment, to all of its employees, supervisors, and officials.

4. The Township shall ensure that each new employee receives a copy of the Township's anti-discrimination and anti-harassment policies, and its mechanism for reporting complaints of harassment, at the time of the new employee's hire. Each new Township employee shall sign an acknowledgement that he or she has read and understands such policies, and such acknowledgments shall be maintained in the employee's personnel file.

5. No later than thirty (30) days from the date this Decree is entered, and annually thereafter for the duration of this Decree, the Township shall provide, at its own cost, mandatory training on the Township's anti-discrimination and anti-harassment policies to all supervisory employees, including all managers. The training shall, at a minimum, include an explanation of the Township's anti-discrimination and anti-harassment policies, and its mechanism for reporting complaints of harassment. The Township shall select, with the concurrence of the United States, a qualified individual or group of individuals to conduct the training outlined in this paragraph.

The United States' concurrence will not be unreasonably withheld. All training materials must be provided to the United States for review and approval at least twenty (20) days before the mandatory training.

6. All persons who undergo the training described in Paragraph 5, above, shall sign an acknowledgment of attendance at the training. Within ten (10) days after such training, the Township shall provide the United States written confirmation that all persons covered by Paragraph 5, above, attended the training. The Township shall keep on file all signed acknowledgments for the duration of the Decree.

7. The Township shall retain during the term of this Decree all documents, in paper or electronic form (including electronic mail), that come into its possession that are related to complaints of harassment (formal or informal) made by employees of the Township.

8. The United States may review compliance with this Decree at any time. As part of that review, the Township shall provide copies of any documents relevant to the Township's compliance with this Decree upon the request of the United States, including but not limited to the documents described in Paragraphs 4, 6, and 7, above.

III. INDIVIDUAL RELIEF

9. Without admitting the allegations in the United States' Complaint, and in settlement of the claims of the United States for relief on behalf of Mr. Rivera, who, by his signature to the release attached as Appendix A, accepts the relief to be given him pursuant to this Decree, the Township shall pay Mr. Rivera a total monetary award of \$35,000, which shall be considered non-wage compensatory damages, by mailing him two certified or bank checks made payable to "Anthony Rivera":

- (a) the first check for \$25,000 within thirty (30) days from the entry of this Decree; and
- (b) the second check for \$10,000 on or before January 31, 2011.

The Township also shall issue to Mr. Rivera such appropriate tax forms as may be required by law.

IV. DISPUTE RESOLUTION

10. The parties to this Decree shall attempt to resolve informally any disputes that may occur under this Decree. If the United States and the Township are unable to reach agreement after informally seeking to resolve a dispute, the issue may be submitted by either party to the Court for resolution upon at least thirty (30) days written notice to the other party.

V. CONTACTS FOR THE PARTIES

11. All documents required to be delivered under this Decree to the United States shall be sent to the following address if sent by U.S. mail:

Chief, Employment Litigation Section
Civil Rights Division
U.S. Department of Justice
PHB, Fourth Floor
950 Pennsylvania Avenue, N.W.
Washington, D.C. 20530

Documents sent by overnight delivery service should be sent to the following address:

Chief, Employment Litigation Section
Civil Rights Division
U.S. Department of Justice
601 D Street, N.W., Room 4040
Washington, D.C. 20004

12. All documents required to be delivered under this Decree to the Township shall be sent to the following address:

Mark Ruderman, Esquire
Ruderman and Glickman, PC

675 Morris Avenue, Suite 100
Springfield, NJ 07081

VI. JURISDICTION OF THE COURT

13. The Court shall retain jurisdiction over this Decree for the purpose of resolving any disputes or entering any orders that may be necessary to implement the relief provided in the Decree. At the end of two (2) years from the date of entry of this Decree, this Decree shall be dissolved and this action dismissed without further order of the Court.

VII. GENERAL PROVISIONS

14. The parties shall bear their own costs, expenses, and attorney's fees in this action, except that the parties shall retain the right to seek costs for any matter which, in the future, may arise from this Decree and require resolution by this Court.

It is so ORDERED, this _____ day of _____, 2010.


UNITED STATES DISTRICT JUDGE

AGREED AND CONSENTED TO:

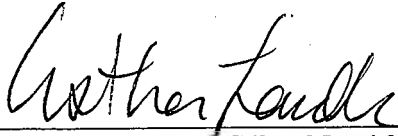
For Plaintiff United States of America:

THOMAS E. PEREZ
Assistant Attorney General
Civil Rights Division

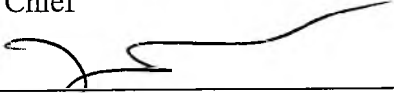
By:



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APPENDIX A

RELEASE

I, Anthony Rivera, for and in consideration of accepting the relief to be provided to me pursuant to the provisions of the Consent Decree entered in United States v. Township of Green Brook, release and discharge the Township of Green Brook ("the Township") and its current, former, and future officials, employees and agents from all legal and equitable claims arising out of the complaint filed in that case and EEOC Charge No. 846-2008-34166 occurring prior to the date of this Release.


I understand that the relief to be given to me does not constitute an admission by the Township of the validity of any claim raised by me, or on my behalf.

This Release constitutes the entire agreement between the Township and myself in connection with this case, without exception or exclusion.

I acknowledge that a copy of the Consent Decree in this action was provided to me.

I HAVE READ THIS RELEASE AND UNDERSTAND THE CONTENTS THEREOF,
AND I EXECUTE THIS RELEASE OF MY OWN FREE ACT AND DEED.

Signed this 31 day of May, 2010.


Signature