

U.S. Equal Employment Opportunity Commission
Philadelphia District Office
21 South Fifth Street, Suite 400
Philadelphia, PA 19106-2515

Local Office:
21 Newark Center, 21st Floor
Newark, New Jersey 07102

Dawn M. Edge
DMF-9705
Counsel for Plaintiff

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

RECEIVED

MAR 1 2004

**EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,**

Plaintiff,

v.

MASSARO CONSTRUCTION, INC.,

Defendant.

AT 8:30 M
WILLIAM T. WALSH

**CIVIL ACTION NO.
03-3115 (MLC)**

CONSENT DECREE

This Consent Decree is entered into by the Plaintiff, the United States Equal Employment Opportunity Commission (the "EEOC" or the "Commission") and the Defendant, Massaro Construction, Inc., (Massaro), its directors, officers, agents, employees, successors or assigns.

The Commission brought this action on June 30, 2003, in the United States District Court for the District of New Jersey to enforce the provisions of Title VII of the Civil Rights Act of 1964, as amended, and Title I of the Civil Rights Act of 1991, 42 U.S.C. § 2000e, et. seq ("Title VII"). In its Complaint, the Commission alleged that Massaro discharged Charging Party Mr. Jeffery Cashaw, a black male, in retaliation for complaining of racial harassment and discrimination. Defendant Massaro denied that it subjected Mr. Cashaw to retaliation for complaining of racial harassment and discrimination.

As a result of settlement discussions, and in an attempt to avoid further litigation costs, the parties to this action do hereby agree to entry of this Consent Decree (hereinafter referred to as the "Decree") which shall resolve fully and finally all claims which were raised by the EEOC in its Complaint filed on behalf of Jeffrey Cashaw. It is the intent of the parties that this Decree shall be a final and binding settlement between the parties signatory hereto, their successors and assigns, in full disposition of all claims alleged in the Commission's Complaint against Massaro.

The Parties hereby agree that:

1. This Decree is entered into in compromise of the claims asserted in this civil action. Massaro denies any wrongdoing, and this Decree shall not be construed or deemed to be evidence of any wrongdoing by Massaro.

2. The EEOC is the agency of the United States government authorized by Congress to investigate allegations of unlawful employment discrimination, to bring civil actions based upon these allegations of unlawful practices, and to seek relief for individuals affected by such practices.

3. The parties stipulate that, pursuant to Title VII and 28 USC § 451, 1331, 1337, 1343, and 1345, the United States District of New Jersey has jurisdiction over both the subject matter and the parties in this case. The parties further stipulate that venue is appropriate in the District of New Jersey.

NON-DISCRIMINATION

4. Massaro agrees to comply fully with all of the provisions of Title VII, and will avoid engaging in any employment practice which operates to deny equal employment opportunity based on race, in violation of Title VII.

5. Massaro agrees that it shall not engage in any employment practices which retaliate in any manner against any person, including but not limited to, Jeffrey Cashaw, because of

that person's cooperation with the EEOC with respect to this civil action. Massaro will comply with Title VII's prohibition of retaliation because of the filing of a charge, the giving of testimony or assistance, or participation in this matter, or in any investigation, hearing or proceeding under Title VII.

6. Massaro shall not divulge, directly or indirectly, to any employer or potential employer of Jeffrey Cashaw, the facts or circumstances related to the charge of discrimination against Massaro, or any of the events relating to their participation in the litigation of this matter. Massaro will expunge from the personnel files of Jeffrey Cashaw any documents, correspondence and related papers pertaining to the charge of discrimination filed by Mr. Cashaw with the EEOC or the EEOC's lawsuit; however, Massaro may retain the documents in separate file. If Massaro is questioned by any employer or potential employer of Jeffrey Cashaw concerning Mr. Cashaw's employment, Massaro will respond by stating his employment dates and position.

NON-ADMISSION

7. This Decree, being entered into with the consent of the Commission and Massaro shall not constitute an adjudication or finding on the merits of the case and shall not be construed as an admission of liability by Massaro.

MONETARY COMPENSATION

8. Massaro agrees to pay monetary relief to Mr. Cashaw in the gross sum of \$15,000. Defendant will make the monetary payment to Mr. Cashaw, and shall mail proof of both payment to Dawn M. Edge, Trial Attorney, EEOC, 21 S. Fifth Street, Suite 400, Philadelphia, PA 19106.

9. In order to obtain the monetary relief, Mr. Cashaw must execute a release to be provided by Defendant Massaro Construction.

EQUITABLE RELIEF

Defendant Massaro agrees to the following injunctive relief:

10. Massaro agrees to post a Notice at its Asbury Park New Jersey facilities in the form attached hereto as Exhibit A for a period of 180 days from the date of the filing of this Decree with the Court. The Notice shall be easily legible and shall be posted on the bulletin boards at Massaro where notices, bulletins or announcements of this nature are usually and customarily posted for the benefit of all employees. Should the posted copy of the Notice become defaced, marred or otherwise made unreadable, Massaro agrees immediately to post a readable copy of the Notice.

11. Massaro agrees that either EEOC or a vendor approved by the Commission will conduct training on Title VII, specifically retaliation and discrimination its owners, managers, and supervisors at its Asbury Park New Jersey facilities within 180 days of the filing of the Decree with the Court. If the EEOC does not provide the training, Defendant agrees to notify the Commission as to the date of the training, will provide information regarding the substantive content presented at the training, the identity and qualifications of the trainer, and advise the Commission that the training was completed

DISPUTE RESOLUTION AND COMPLIANCE

12. The Court may order expedited discovery under the Federal Rules of Civil Procedure for purposes of determining compliance with this Decree or defending against a claim of non-compliance. The Court will have all equitable powers, including injunctive relief, to enforce this Decree.

13. If any provision of the Consent Decree is found to be unlawful, only the specific provision in question shall be affected and the other provisions will remain in full force and effect.

14. The terms of the Decree are and shall be binding upon the present and future employees, agents, trustees, administrators, successors, representatives, and assigns of Massaro.

15. The Decree constitutes the entire agreement and commitments of the parties. Any modifications to this agreement must be mutually agreed upon and memorialized in a writing signed by Massaro and the Commission.

16. This Consent Decree shall be filed in the United States District Court for the District of New Jersey and shall continue to be in effect for a period of one (1) year.

17. The Parties agree to file a Stipulation of Dismissal with Prejudice in the form attached hereto as Exhibit B.

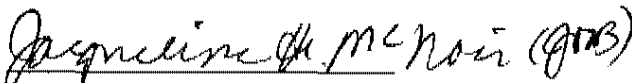
18. Failure by the Commission to seek enforcement of this Decree with regard to one provision shall not be construed as a waiver of its rights to do so with regard to the same or other provisions of this Decree.

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

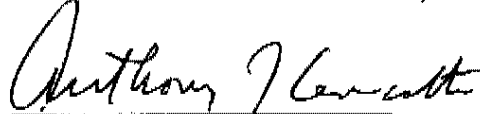
Eric S. Dreiband
General Counsel

James L. Lee
Deputy General Counsel

Gwendolyn Young Reams
Associate General Counsel
Washington, D.C.


Jacqueline H. McNair
Regional Attorney

MASSARO CONSTRUCTION, INC.


Anthony J. Cincotta, Esq.
621 Shrewsbury Avenue
Shrewsbury, New Jersey 07702

February 11, 2004
DATE

Judith A. O'Boyle

Judith A. O'Boyle
Supervisory Trial Attorney

Dawn M. Edge

Dawn M. Edge
Trial Attorney

U.S. EEOC
Philadelphia District Office
21 S. 5th Street, Suite 400
Philadelphia, PA 19106
(215) 440-2828

2/19/04
DATE

APPROVED AND SO ORDERED:

MARCH 1, 2004
DATE

Mary L. Cooper
THE HONORABLE MARY L. COOPER

EXHIBIT- A

NOTICE

Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et seq.*, as amended, ("Title VII"), prohibits discrimination against employees and applicants for employment based upon race, color, sex, religion, or national origin. Title VII further prohibits retaliation against employees or applicants who avail themselves of the rights under Title VII by engaging in protected activities, such as filing a charge of discrimination and/or testifying or participating in a Commission investigation.

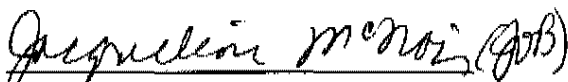
The Equal Employment Opportunity Commission (the "EEOC" or the "Commission") is the federal agency which investigates charges of unlawful employment discrimination. The EEOC has the authority to bring lawsuits in federal court to enforce Title VII.

This notice is being posted as part of the resolution of EEOC v. Massaro Construction, Inc., Civil Action Number 03-cv-3115 (MLC). The EEOC brought this action against Massaro Construction, Inc. to enforce provisions of Title VII, specifically alleging that Massaro Construction, Inc. retaliated against a black employee in violation of Title VII. The resolution of EEOC v. Massaro Construction, Inc. is not a finding of any wrongdoing on the part of Massaro Construction, and is not an adjudication or finding on the merits of the case and can not be construed as an admission of liability by Massaro Construction.

Massaro Construction, Inc. fully supports and will comply with Title VII in all respects. In furtherance of the resolution of this matter, Massaro Construction, Inc., is committed to the principle of equality of opportunity and will not engage in any employment practice which in any way operates to deny equal employment opportunities in violation of Title VII on the basis of race, color, religion, sex, or national origin. Furthermore, in accordance with Title VII, Massaro Construction, Inc. will not take any action against any employee, any applicant for employment or any family member of any employee because he or she has exercised any right under Title VII, including the filing of a charge of discrimination with the Equal Employment Opportunity Commission or for testifying or participating in a Commission investigation.

This Notice will remain posted at Massaro Construction, Inc.'s Asbury Park New Jersey facilities for a period of 180 days and must not be defaced or removed. This Notice will be available for inspection by all employees of Massaro Construction, Inc.

**THIS NOTICE MUST NOT BE REMOVED
FOR A PERIOD OF 180 DAYS**


U.S. Equal Employment Opportunity
Commission


Massaro Construction, Inc.

EXHIBIT- B

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

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

v.

MASSARO CONSTRUCTION, INC.,

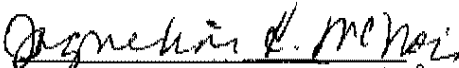
Defendant.

CIVIL ACTION NO.
03-3115 (MLC)


STIPULATION AND ORDER OF DISMISSAL

Pursuant to Rule 41(a)(1)(ii) of the Federal Rules of Civil Procedure and pursuant to provisions of the Consent Decree, the Plaintiff, Equal Employment Opportunity Commission ("EEOC"), and Defendant, Massaro Construction, Inc. (Massaro), hereby agree to dismiss Civil Action 03-3115 with prejudice, each party to bear its own costs and attorneys' fees. Jurisdiction over this matter will be retained by the Court until the monetary and equitable relief provisions of the Consent Decree are satisfied.

ATTORNEYS FOR PLAINTIFF
EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION


Jacqueline H. McNair
Regional Attorney

ATTORNEY FOR DEFENDANT
MASSARO CONSTRUCTION, INC.


Anthony J. Cinotta, Esq.
621 Shrewsbury Avenue
Shrewsbury, New Jersey 07702

February 11, 2004
DATE

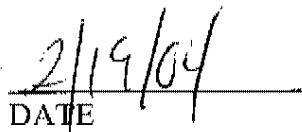


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