

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	Civil Action No. 3:23-cv-01529
	)	
v.	)	
	)	
ROOSEVELT CARE CENTERS,	)	
	)	
Defendant.	)	
	)	

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**CONSENT DECREE**

**I. Background**

1. This Consent Decree resolves a civil action brought by Plaintiff United States against Defendant, Roosevelt Care Centers (“RCC”), to enforce the provisions of Title I of the Americans with Disabilities Act of 1990 (“ADA”), 42 U.S.C. §§ 12111-12117, and its implementing regulation, 29 C.F.R. Part 1630.
2. In its Complaint, the United States alleges that RCC discriminated against the Complainant in violation of Title I of the ADA and its implementing regulation by terminating the Complainant from her job as a dietary worker on the basis of a disability because she had a permanent 20-pound maximum lifting restriction.
3. This matter was initiated by a charge filed by the Complainant (Charge No. 524-2017-00035) with the Equal Employment Opportunity Commission (“EEOC”). The EEOC investigated the charge and found reasonable cause to believe that the allegations of discrimination on the basis of disability were true. After the EEOC’s attempts at conciliation failed, the EEOC referred the charge to the United States Department of Justice

(“the Department”).

4. RCC denies that it discriminated against the Complainant, or that it has violated the ADA. Nonetheless, the United States and RCC (collectively “the parties”) agree that it is in the parties’ best interests, and the United States believes that it is in the public interest, to resolve this lawsuit on mutually agreeable terms without further litigation. Accordingly, the parties agree to the entry of this Consent Decree without trial or further adjudication of any issues of fact or law raised in the United States’ Complaint.

Accordingly, the parties hereby **AGREE** and the Court expressly **APPROVES, ENTERS, and ORDERS** the following:

## **II. Jurisdiction and Venue**

5. This Court has jurisdiction over this action pursuant to 42 U.S.C. §§ 12117(a) and 2000e-5(f), and 28 U.S.C. §§ 1331 and 1345. The parties agree that venue is appropriate pursuant to 28 U.S.C. § 1391.
6. RCC is a person within the meaning of 42 U.S.C. §§ 12111(7) and 2000e(a), and 29 C.F.R. § 1630.2(c); an employer within the meaning of 42 U.S.C. §§ 12111(5) and 2000e(b), and 29 C.F.R. § 1630.2(e); and a covered entity within the meaning of 42 U.S.C. § 12111(2) and 29 C.F.R. § 1630.2(b).

## **III. Injunctive Relief**

7. RCC, by and through its officials, agents, employees, and all persons in active concert or participation with RCC in the performance of employment or personnel functions, shall not engage in any act or practice that discriminates against any employee or applicant for employment on the basis of disability in violation of Title I of the ADA.

8. If deemed necessary, RCC shall revise its policies, practices, and procedures to ensure that it does not discriminate on the basis of disability in its employment practices, including with respect to reasonable accommodation and termination, in violation of the ADA.
  - a. Within thirty (30) days of the entry of this Consent Decree, RCC shall send its policies, practices, and procedures to the United States for approval, which shall not be unreasonably withheld. The United States may review and provide comments on RCC's policies, practices, and procedures and identify any additional provisions that should be included. RCC shall incorporate those comments and provisions.
  - b. Within fifteen (15) days of the United States' final approval of the revised policies, practices, and procedures, RCC shall implement the revised policies, practices, and procedures, including by distributing copies of these policies to all employees whose work may be affected by such policies, practices, or procedures.
  - c. For the duration of this Consent Decree, RCC shall, within thirty (30) days of the appointment or retention of an applicable employee whose work may be affected by such policies, practices, or procedures, provide that individual with copies of the policies, practices, and procedures.
9. RCC shall provide training on Title I of the ADA, including RCC's responsibilities under Title I of the ADA with respect to reasonable accommodations, to all current RCC human resources personnel (collectively, "HR personnel"), within forty-five (45) days of the entry of this Consent Decree; and to all new HR personnel, who are hired during the term of this Consent Decree, within seven (7) days of the start of their position with RCC. The initial training shall be conducted in person by trainers that RCC has selected and the Department

has approved. The initial training may be recorded for use at subsequent trainings. After RCC has completed the training for current HR personnel, as required by this paragraph, RCC shall provide a letter to the Department regarding its compliance with the training requirement, including the dates of the trainings and names of RCC employees who attended the trainings.

10. Five (5) months and eleven (11) months after the entry of this Consent Decree, RCC shall provide a written report ("Report") to the United States regarding its efforts to comply with this Consent Decree. The Report shall include, for the preceding five and six-month periods, respectively:

- (a) A specific acknowledgment that RCC has, for the instant reporting period, complied with the training requirements set forth in paragraph 9 above.
- (b) Notification regarding any request for reasonable accommodation made by any RCC employee, and a description of how RCC responded to the request. Such notice will include, at a minimum, a description of the nature of the request, the name of the individual making the request.
- (c) Notification regarding any written complaint or grievance alleging that RCC has violated Title I of the ADA along with a copy of the same.

#### **IV. Individual Relief**

11. RCC shall offer to the Complainant:

- d. Within seven (7) days of the effective date of this Consent Decree, a total monetary award of \$50,000 which includes:
  - i. A monetary award in the gross amount of \$15,000 which will be designated as back pay with interest. This monetary amount shall be subject to any

applicable federal, state, and local taxes, in addition to other payroll tax withholding deductions, and RCC shall issue an IRS Form W-2 to the Complainant for this amount. RCC shall separately pay all federal, state and local taxes due on the monetary award, *i.e.*, the employer's payments shall not be deducted from the monetary award to the complainant.

- ii. A monetary award of \$35,000 which will be designated as compensatory damages. This amount shall not be subject to withholding deductions, and RCC shall issue an IRS Form 1099 to the Complainant for this amount.

12. Within seven days of the effective date of this Consent Decree, RCC shall send to the Complainant a copy of this signed Consent Decree, along with a letter and Release of Claims Form (attached as Exhibits 1 and 2 respectively). In order to accept the relief offered by RCC, the Complainant must execute and return the Release of Claims Form (Exhibit 2) to RCC within thirty (30) days of her receipt of RCC's letter (Exhibit 1).
13. RCC shall send the United States a copy of the Notice Letter and Release of Claims Form at the same time that they are sent to the Complainant.
14. Within thirty (30) days of receipt of the Complainant's signed Release of Claims Form, RCC shall pay the monetary sums specified in Paragraph 11 to the Complainant by certified bank check.
15. Within forty-five (45) days of paying the monetary sums specified in Paragraph 11 to the Complainant, RCC shall send the United States proof of payment and a copy of the Complainant's signed Release of Claims Form.

## **V. Implementation and Enforcement**

16. Failure by the United States to enforce any provision of this Consent Decree shall not be

construed as a waiver of the United States' right to enforce any provision of this Decree.

17. If any term of this Consent Decree is determined by any court to be unenforceable, the other terms of this Consent Decree shall nonetheless remain in full force and effect.
18. The United States may review compliance with this Consent Decree at any time, including, by having the right to inspect and copy any documents that are relevant and necessary to monitor RCC's compliance with this Consent Decree. If the United States believes that this Consent Decree or any portion of it has been violated, it will raise its concerns with RCC and the parties will attempt to resolve those concerns in good faith. The United States will wait at least thirty (30) days from the date it notifies RCC of any breach of this Consent Decree to cure that breach before filing a motion for contempt or taking any other enforcement action.
19. With regard to any of the deadlines specified in this Consent Decree, if RCC cannot meet the deadline specified, it shall notify the United States at least ten (10) business days before the deadline of its inability to meet the deadline and the reasons why, and shall request an extension of time to a specific date. The United States shall not unreasonably withhold consent to a request for an extension of time made in good faith.
20. This Consent Decree shall be binding upon RCC, including all its officers, agents, employees, and all other persons in active concert or participation with them who have actual notice of this Consent Order. If RCC seeks to transfer or assign all or parts of its operations to a successor or assign that intends to carry on the same or similar business, RCC will obtain the written agreement of the successor or assign to obligations under this Consent Order as a condition of sale, merger, or other transfer.
21. A signatory to this document in a representative capacity for RCC represents that they are

authorized to bind RCC to this Consent Decree.

22. This Consent Decree constitutes the entire agreement between the United States and RCC on the matters raised herein and no other statement, promise, or agreement, either written or oral, made by any party or agents of any party, that is not contained in this written Consent Decree, including its attachments, shall be enforceable.
23. This Consent Decree is not intended to remedy any other potential violations of the ADA or any other law that is not specifically addressed in this Consent Decree.
24. This Consent Decree does not affect RCC's continuing responsibility to comply with all aspects of the ADA.
25. A copy of this Consent Decree or any information contained herein may be made available to any person, and RCC shall provide a copy of this Consent Decree to any person upon request.
26. The parties agree that as of the date of entry of this Consent Decree, litigation is not "reasonably foreseeable" concerning the matters described in paragraphs 1-3. To the extent that either party previously implemented a litigation hold to preserve documents, electronically stored information, or things related to the matters described in paragraphs 1-3, the party is no longer required to maintain such a litigation hold. Nothing in this paragraph relieves either party of any other obligations imposed by this Consent Decree.
27. The effective date of this Consent Decree is the date the Court enters the Decree.
28. The duration of this Consent Decree will be one (1) year from the effective date.

## **VI. Jurisdiction of the Court**

29. 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.

IT is so **ORDERED**, this \_\_\_\_ day of \_\_\_\_\_, 2024.

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UNITED STATES DISTRICT JUDGE

Date: 1/29/24

**Agreed to and entered into by:**

PHILIP R. SELLINGER  
United States Attorney

By: /s/ Thandiwe Boylan  
MICHAEL E. CAMPION  
Chief, Civil Rights Division  
THANDIWE BOYLAN  
Assistant U.S. Attorney  
970 Broad Street, Suite 700  
Newark, NJ 07102  
Phone: (973) 645-2724  
Email: thandiwe.boylan@usdoj.gov

/s/ John Gillick  
JOHN F. GILLICK, ESQ.  
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Iselin, NJ 08830  
Phone: (732) 709-4182  
Email: jgillick@njrcmlaw.com  
*Attorney for Defendant*



**Exhibit 1**

**BY OVERNIGHT MAIL**

Silvia Acevedo  
414 Lawrence Street  
Perth Amboy, NJ 08861

Re: Silvia Acevedo v. Roosevelt Care Centers  
Civil Action No. 3:23-cv-01529  
EEOC Charge # 524-2017-0035

Dear Ms. Acevedo:

The United States Department of Justice and RCC have entered into a Consent Decree to resolve the charge you filed in this matter. A copy of the Consent Decree is enclosed.

Under the Consent Decree, RCC is offering you a payment of \$ 50,000. In order to accept RCC's offer, you must sign and notarize the enclosed Release of Claims Form and return it to RCC within thirty (30) days of your receipt of this letter. You may return the forms by mail to:

Name  
Title  
Address  
City, State Zip Code  
Telephone Number

The remedial relief is offered to you on the following condition: if you accept it, you will be required to release RCC from all claims you may have against it, arising out of EEOC Charge # 524-2017-0035 and Civil Action No. 3:23-cv-01529 filed in the Federal District Court for the District of New Jersey. Within forty-five (45) days of RCC's receipt of your executed Release of Claims Form, RCC will forward you a check in the amount of \$ 50,000.

If you have any questions concerning this letter or the Consent Decree, you may contact me at 973-297-2085.

Sincerely,

XXXXXXXXXX

Enclosure: Copy of Executed Consent Decree  
Release of Claims Form

cc: U.S. Department of Justice

**Exhibit 2**

**RELEASE OF CLAIMS FORM**

Silvia Acevedo v. Roosevelt Care Centers

Civil Action No. 3:23-cv-01529

EEOC Charge # 524-2017-0035

For and in consideration of the remedial relief made by RCC, under the provisions of the Consent Decree entered into by, and between, the United States and RCC, I, Silvia Acevedo, hereby release and forever discharge RCC, and its current, past, and future officials, employees, agents, successors, assigns, and administrators, of and from any legal and equitable claims, actions, causes of action, suits, controversies, damages, and demands whatsoever that I had, now have, or hereafter may have arising out of Civil Action No. 3:23-cv-01529 filed in the United States District Court for the District of New Jersey and EEOC Charge No. 524-2017-0035.

This Release constitutes the entire agreement between me and RCC without exception or exclusion. This Release will be considered null and void in the event that RCC fails to offer the relief provided for in Paragraphs 11 and 12 of the Consent Decree.

I have read this Release and understand the contents thereof and I execute this Release of my own free act and deed. I also acknowledge that a copy of the Consent Decree has been made available to me.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
SILVIA ACEVEDO

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_