

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

-----X  
 EQUAL EMPLOYMENT OPPORTUNITY :  
 COMMISSION, :  
   Plaintiff :  
   and :  
   : :  
 RONISS G. MASON :  
   Intervenor Plaintiff, :  
   v. :  
   : :  
 UNITED PARCEL SERVICE, INC. :  
   Defendant. :  
 -----X

Civil Action. No.  
06-cv-01453 (JAP)(TJB)

**CONSENT JUDGMENT**

This action was initiated on March 27, 2006 by Plaintiff, the Equal Employment Opportunity Commission (“Plaintiff” or “EEOC”), an agency of the United States Government, alleging that Defendant United Parcel Service, Inc. (“Defendant” or “UPS”) failed to accommodate Intervenor Plaintiff Roniss Mason (“Intervenor” or “Mason”) on the basis of his religion (Rastafarian) in violation of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e et seq. (“Title VII”), the Civil Rights Act of 1991, 42 U.S.C. § 1981A, and the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq. by failing to hire Mason for a vacant position as a driver’s helper and refusing Mason’s request for religious accommodation to permit him to wear a beard as required by his religious beliefs. A jury trial was conducted on January 22, 2009 through January 29, 2009. The jury found for the EEOC and Mason, and awarded \$10,000 in compensatory damages for emotional distress.

The parties desire to conclude this matter and hereby agree to withdraw all pending post-trial motions, and stipulate and consent to the entry of this Consent Judgment as final and

binding between the parties, and Defendant's successors, assigns, and any other corporation or other entity into which Defendant may merge or with which Defendant may consolidate. The parties have agreed that this Consent Judgment may be entered into without findings of fact and conclusions of law having been made and entered by the Court.

In consideration of the mutual promises of each party to this Consent Judgment, the sufficiency of which is hereby acknowledged, the parties agree as follows, and the Court finds appropriate, and it is therefore ORDERED and ADJUDGED:

**A. GENERAL PROVISIONS**

1. This Consent Judgment resolves all issues raised in EEOC Charge Number 171-2005-00226, in the EEOC's Complaint in this matter, and in the Complaint of Intervenor Plaintiff Mason. This Consent Judgment, which follows a jury verdict in this matter at the United States District Court for the District of New Jersey and the withdrawal of all pending post-trial motions, as well as the stipulated waiver of all appeals relevant to the jury verdict, will not constitute an admission or acknowledgment of any wrongdoing by UPS, or any UPS employees, agents, consultants, officers or directors, parent or subsidiary companies, predecessors or successors in interest or related entities, or the UPS employee benefits plans, the same being expressly denied. This Consent Judgment does not resolve any charge of discrimination that is currently pending before the EEOC, or any charge that may be filed in the future other than the charge listed above. The EEOC reserves all rights to proceed regarding matters or charges not covered in this Consent Judgment.

2. If the EEOC determines that UPS has materially breached any term of this Consent Judgment, the EEOC will provide written notice of the alleged breach to UPS within fifteen business days of its identification or discovery of the breach. The EEOC will not petition the Court for enforcement of this Consent Judgment for at least fifteen business days after UPS has received the EEOC's written notice and has failed to address or cure the alleged breach. This fifteen business day waiting period will be used by the parties to engage in good faith efforts to resolve the dispute. The 15 business day waiting period may be extended upon consent of both the EEOC and UPS provided that good faith efforts are being made to obtain data or information, or to take corrective action, or to negotiate an appropriate cure or resolution. Any uncured breach of any term of this Consent Judgment will be deemed a material breach of this Consent Judgment. The EEOC is authorized to seek compliance with this Consent Judgment in the United States District Court for the District of New Jersey only if the alleged breach has not been cured following the expiration of the fifteen business-day or other agreed-upon waiting period. UPS will not contest the jurisdiction of the United States District Court for the District of New Jersey to enforce this Consent Judgment and its terms, or the right of the EEOC to bring an enforcement suit upon the uncured material breach of any of the terms of this Consent Judgment by UPS.

3. In the event that UPS is purchased or acquired by, or it merges or consolidates with, another corporation or entity within the duration of this Consent Judgment, UPS agrees to provide notice and a copy of this Consent Judgment to any successors, assigns, and to any other

corporation or other entity into which UPS may merge or with which it may consolidate, and to any other corporation or entity that purchases or acquires UPS.

**B. INJUNCTIVE RELIEF**

4. During the term of this Consent Decree, UPS is hereby enjoined from violating Title VII by failing to accommodate the sincerely-held religious beliefs or practices of which it is made aware by any applicant for a driver helper position at its Meadowlands, New Jersey Hub.

**C. POLICIES & PROCEDURES, AND THEIR IMPLEMENTATION**

5. UPS currently utilizes an automated nationwide employment application form that is accessed through its public website on the Internet, [www.ups.com](http://www.ups.com). Within thirty days of the entry of this Consent Judgment, UPS agrees that the electronic employment application form will be revised to notify applicants for employment for all customer service positions subject to the UPS Uniform and Personal Appearance Guidelines (“Appearance Guidelines”) that they may request an exception to, or accommodation of, the Appearance Guidelines because of a sincerely-held religious belief or practice. The EEOC understands and agrees that applicants and employees who may have completed online applications prior to the implementation date of these changes (including those who may have applied in previous years) may still be considered for driver helper or other positions on a going-forward basis without completing a new application. The EEOC’s enforcement of this provision shall be limited to new applicants who complete an online application after the changes described in this paragraph 5 are made, tested, and implemented by UPS.

6. UPS will amend the Appearance Guidelines for driver helpers contained on Page 5 of its Driver Helper Orientation Book to specify that an employee may request an exception to, or accommodation or variance of, the Appearance Guidelines because of a sincerely-held religious belief or practice. The revision will be made by UPS within thirty days of entry of this Consent Judgment and the new Driver Helper Orientation Book will be published and redistributed to all facilities within ninety days of entry of this Consent Judgment. To the extent that the Driver Helper Orientation manual cannot be timely published, a slip page shall be distributed and inserted into the existing Driver Helper Orientation manual.

7. When UPS conducts Information Sessions for new applicants for the driver helper position at its Meadowlands facility in Secaucus, New Jersey during the period November 16, 2009 to December 31, 2009 (“2009 Peak Season”), a UPS employee in Human Resources, Employee Relations or Workforce Planning who is covering the Meadowlands facility will inform new applicants that they may request an exception to, or accommodation of, the Appearance Guidelines because of a sincerely-held religious beliefs or practice. If there is an inquiry or request for an exception to, or accommodation of, the Appearance Guidelines during the Information Sessions at the Meadowlands facility during the 2009 Peak Season, UPS will inform the requesting or inquiring new applicant(s) that there is a written Request Form that must be completed, and inform them as to where they can obtain the Request Form.

8. During individual interviews of new applicants for driver helper positions at the Meadowlands facility during the 2009 Peak Season, an employee in UPS Human Resources, Employee Relations or Workforce Planning covering the interviews will, when informing each

new applicant of the Appearance Guidelines, also inform the new applicant that he or she may request an exception to, or accommodation of, the Appearance Guidelines because of his/her sincerely-held religious belief or practice. If there is an inquiry or request for an exception to, or accommodation of, the Appearance Guidelines during any interview at the Meadowlands facility during the 2009 Peak Season, UPS will inform the requesting or inquiring new applicant(s) that there is a written Request Form that must be completed, and inform them as to where they can obtain the Request Form.

9. UPS agrees that by the end of January 2010, the UPS employees in Human Resources, Employee Relations, and Workforce Planning at the Meadowlands facility who conducted any Information Sessions or interviews of driver helpers during the 2009 Peak Season will sign an acknowledgement form certifying that they complied with the provisions in ¶¶7-8. UPS will provide to the EEOC the signed acknowledgements by the end of February 2010.

10. UPS agrees that its November 1, 2006 Memorandum regarding Requests for Variance from Company Policy Due to Religious Reasons, together with the attachments, including the Request for Religious Accommodation Form and the Religious Accommodation FAQ's Questions and Answers, will remain in effect on a nationwide basis during the pendency of this Consent Judgment. UPS agrees that the Memorandum and attachments describe UPS' current policy and procedure regarding how an applicant or employee initiates the accommodation process, and UPS' process for evaluating and responding to a written request for a religious accommodation.

**D. TRAINING**

11. At its Meadowlands facility, UPS agrees that it will conduct training on its religious accommodation policy and procedure as described in the November 1, 2006 Memorandum and its attachments, including the forms and the FAQs. The training will be given to employees in Human Resources, Employee Relations, and Workforce Planning who have responsibility for hiring individuals in the Meadowlands facility for the driver helper positions. UPS will provide to the EEOC no later than November 20, 2009 an attendance sheet indicating the names and positions of the individuals who attended any of these training sessions, and the date of the session.

12. UPS agrees that the training described in paragraph 10 above will be conducted on or before November 15, 2009. If this Consent Decree is not finalized and filed prior to the proposed date of training, UPS will not have any obligation to conduct the training described in paragraph 10 after November 15, 2009.

**E. MONETARY RELIEF**

13. Within 30 days of the entry of this Consent Judgment, UPS will pay a total of \$12,000.00 to Roniss Mason, with \$ 2,000.00 representing backpay damages from which all applicable taxes and Social Security, FICA, and other federal contributions will be deducted, and \$10,000.00 representing compensatory damages for emotional distress to Mason awarded by the jury verdict of January 29, 2009 in this case, from which no deductions will be taken. UPS will send these checks to Mason's attorney, Harriet Heuer Miller, Esq., and will simultaneously send

a copy of the checks to the EEOC. UPS will issue plaintiff an IRS Form 1099 with respect to the \$10,000.00 payment and an IRS Form W-2 with respect to the \$2,000.00 payment.

14. Within 30 days of the entry of this Consent Judgment, UPS will pay a total of \$128,040.09 to Harriet Heuer Miller, Esq., representing payment of attorneys' fees and costs. UPS will issue plaintiff Mason and Ms. Miller an IRS Form 1099 with respect to this payment. In order to process such payment, Ms. Miller agrees to provide UPS with her tax identification number.

15. Within 30 days of the entry of this Consent Judgment, UPS will pay a total of \$8,000.00 in costs to the EEOC.

16. As to UPS and the EEOC, each party is responsible for its own attorneys' fees, and neither party is liable to the other for any amount of attorneys' fees.

**F. ADDITIONAL MONITORING PROVISIONS**

17. The EEOC may monitor compliance of this Consent Judgment by any inspection of the UPS Meadowlands premises, records, and employees, after first giving UPS 24 hours notice of any such inspection. The EEOC shall give notice of inspection to Wendy Johnson Lario, counsel for UPS, via letter, e-mail or telephone. The notice under this provision shall not be effective unless and until Ms. Lario acknowledges receipt of same via letter, e-mail or telephone. Notice shall never be effective via voice mail message. The EEOC agrees that any on-site inspection will be conducted in the presence of a UPS-designated attorney and that the EEOC inspector shall abide by all reasonable work rules, all safety requirements, and hours of operation when conducting an inspection.



18. If the EEOC determines that UPS has materially breached any term of this Consent Judgment, the EEOC will provide written notice of the alleged breach to UPS within 15 business days of its identification or discovery of same and will confer with and attempt to resolve same with UPS before petitioning the Court for enforcement of this Consent Judgment. See paragraph 2 above.

19. All materials required by this Consent Judgment to be sent to the EEOC will be addressed to Michael Ranis, Trial Attorney, EEOC New York District Office, 33 Whitehall Street, 5th Floor, New York, New York 10004.

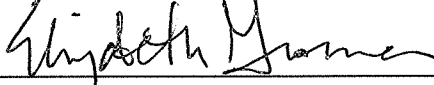
**G. DURATION OF CONSENT JUDGMENT AND RETENTION OF JURISDICTION**

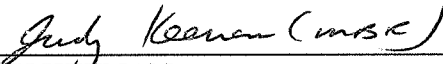
20. This Consent Judgment will remain in effect for one (1) year from the date of entry. The Consent Judgment will not expire while any enforcement action concerning the Consent Judgment is pending, but will expire immediately and automatically upon conclusion of any pending enforcement action. Upon the entry of this Consent Judgment, the matter will be dismissed with prejudice, and all prior orders of this Court and the jury's verdict will be superseded by the Consent Judgment, but the United States District Court for the District of New Jersey will retain jurisdiction to enforce this Consent Judgment.


**APPROVED IN FORM AND CONTENT:**

**FOR PLAINTIFF EQUAL EMPLOYMENT OPPORTUNITY COMMISSION**

Dated: 11/9/09

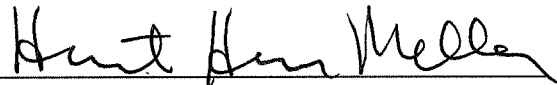
  
ELIZABETH GROSSMAN  
Regional Attorney

  
JUDY KEENAN  
Supervisory Trial Attorney

  
Michael Ranis  
Trial Attorney  
EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION  
New York District Office  
33 Whitehall Street, 5<sup>th</sup> Floor  
New York, NY 10004  
(212) 336-3701

**FOR PLAINTIFF-INTERVENOR RONISS MASON**

Dated: 11/5/09

  
HARRIET HEUER MILLER, Esq.  
955 West Side Avenue  
Jersey City, New Jersey 07306  
(973) 239-5900

**FOR DEFENDANT UNITED PARCEL SERVICE, INC.**

Dated: 11/3/09

  
WENDY JOHNSON LARIO, Esq.  
DAY PITNEY LLP  
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(973) 966-8200  
Attorneys for Defendant  
UNITED PARCEL SERVICE, INC.

**SO ORDERED AND ADJUDGED WITH JUDGMENT entered this \_\_\_\_\_ day of  
November, 2009.**

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**HON. JOEL A. PISANO  
U.S. District Court Judge**