

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NEW YORK

**Emilee Carpenter, LLC d/b/a  
Emilee Carpenter Photography and  
Emilee Carpenter,**

Plaintiffs,

v.

Case No. 6:21-cv-06303

**Letitia James**, in her official capacity  
as Attorney General of New York;  
**Jonathan J. Smith**, in his official  
capacity as Interim Commissioner of  
the New York State Division of Human  
Rights; and **Weeden Wetmore**, in his  
official capacity as District Attorney of  
Chemung County,

Defendants.

**Declaration of Jessica Clarke  
in Support of Defendants' Opposition to  
Plaintiffs' Preliminary Injunction Motion**

I, Jessica Clarke, the Bureau Chief of the Civil Rights Bureau of the Office of the New York State Attorney General, declare as follows:

1. I respectfully submit this Declaration in support of Defendants' Opposition to Plaintiffs' Preliminary Injunction Motion. I am familiar with the matters set forth herein, either from personal knowledge or on the basis of documents that have been created by, provided to and/or reviewed by me.
2. I have served as the Bureau Chief of the Civil Rights Bureau of the Office of the New York State Attorney General ("OAG") since August 2019.
3. The mission of the OAG is to safeguard the legal rights of the citizens and organizations of New York.
4. In preparing this declaration, I reviewed Civil Rights Bureau records, complaints received by the OAG, and the OAG's website. I also conferred with other staff from the Civil Rights Bureau.
5. The OAG has long enforced the antidiscrimination laws, respecting the rights of all citizens to practice their faith freely.
6. The OAG receives complaints from the public about instances of discrimination in places of public accommodation within the state.

7. The OAG also works with advocates to identify civil rights priorities of New Yorkers.
8. The OAG develops cases based on such public reporting.
9. Under N.Y. Exec. Law § 63(12), the OAG has the authority to file a civil action against persons engaging in “repeated fraudulent or illegal acts...in the carrying on, conducting or transaction of business.” N.Y. Exec L. § 63(12). In these cases, the NYAG has authority to “take proof and make a determination of the relevant facts.” N.Y. Exec. L. § 63(12).
10. Under this provision, the OAG investigates and prosecutes instances of religious discrimination in employment, housing, and places of public accommodation.
11. In 2011, the OAG established a Religious Rights Initiative to target faith-based discrimination and violations of religious rights. The Initiative addressed religious rights issues and enforced anti-discrimination law through public education, outreach, and litigation. *See* <https://ag.ny.gov/press-release/2011/ag-schneiderman-launches-new-initiative-protect-religious-rights>.
12. In 2019, the OAG intervened in a case to enforce the Fair Housing Act, ensuring that a town did not block Hasidic Jewish families from purchasing and occupying homes. Because of the OAG’s intervention, the town agreed not to interfere with the development or acquisition of housing because of religious status and not to discriminate because of religion in any aspect of the administration of zoning or land use. *See Greens at Chester LLC v. Town of Chester, et al.*, No. 19-cv-6770, D.E. 208 (S.D.N.Y. April 30, 2021).
13. The OAG has repeatedly fought to guarantee the religious freedom of New Yorkers over the years. *See* Ex. E, *In the Matter of the Investigation by Eric T. Schneiderman of New York City Health and Hospitals Corporation and Jacobi Medical Center*, AOD No. 12-022 (mandating a hospital to comply with New York Executive and Human Rights Law, adopt and implement written religious accommodation policy and procedures, enstate a religious accommodation training program for all managerial staff, and create an employee complaint system for instances of religious discrimination); *See* Ex. F, *In the Matter of the Investigation by Eric T. Schneiderman of Milrose Consultants, Inc.*, AOD No. 12-007 (mandating a business to comply with New York State Executive and Human Rights Law, create and implement a religious accommodations policy, provide training to partners and Human Resources staff on the new religious accommodations policy, and report employee complaints of religious discrimination directly to the OAG).
14. Attached hereto and made a part hereof as **Exhibit Q** is a true and accurate copy of the Assurance of Discontinuance in *Jacobi*, AOD No. 12-022.

15. Attached hereto and made a part hereof as **Exhibit R** is a true and accurate copy of the Assurance of Discontinuance in *Milrose*, AOD No. 12-007.
16. Attached hereto and made a part hereof as **Exhibit S** is a true and accurate copy of screenshots from Plaintiff's website.
17. Prior to the filing of her lawsuit, the OAG had never received any reports of Plaintiff's efforts to deny services to same-sex couples.
18. The OAG has not received any complaints from the public about Plaintiff's efforts to discriminate against same-sex couples.
19. The OAG has not exercised its authority under N.Y. Exec. Law § 63(12) to take proof or make a determination of relevant facts pertaining to Plaintiff's conducting of her business.
20. The OAG has not exercised its authority under N.Y. Exec. Law § 63(12) to file a civil action against Plaintiff related to any illegality in the conducting of her business.
21. I am not aware of the OAG ever initiating an enforcement action against an individual because of that individual's religious belief or practice.

**DECLARATION UNDER PENALTY OF PERJURY**

I, Jessica Clarke, a citizen of the United States and a resident of the State of New York, hereby declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct to the best of my knowledge.

Executed this 16 day of June 2021 at New York, New York.

/s/ Jessica Clarke

Jessica Clarke

# **EXHIBIT Q**

OFFICE OF THE ATTORNEY GENERAL  
OF THE STATE OF NEW YORK  
CIVIL RIGHTS BUREAU

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IN THE MATTER OF THE INVESTIGATION BY  
ERIC T. SCHNEIDERMAN, ATTORNEY GENERAL  
OF THE STATE OF NEW YORK,

**AOD No. 12-022**

OF

NEW YORK CITY HEALTH AND HOSPITALS  
CORPORATION and JACOBI MEDICAL CENTER

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**ASSURANCE OF DISCONTINUANCE**

In July 2011, pursuant to the provisions of Executive Law § 63(12), Eric T. Schneiderman, Attorney General of the State of New York (“OAG”), began to investigate whether Jacobi Medical Center (“Jacobi”) failed to provide reasonable accommodations of religious observance in violation of the New York State Human Rights Law, New York Executive Law §§ 290 et seq.; Title VII, 42 U.S.C. §§ 2000e et seq.; the New York City Human Rights Law, New York City Administrative Code §§ 8-101 et seq.; and related civil rights statutes.

This Assurance of Discontinuance (“Assurance”) contains the OAG’s Findings in connection with its investigation of Jacobi and the relief agreed to by the OAG and Jacobi and New York City Health and Hospitals Corporation (“the parties”).

**DEFINITIONS**

1. As used throughout this Assurance of Discontinuance, the terms set forth below shall mean as follows:
  - a. "Assurance" means this Assurance of Discontinuance.
  - b. "Jacobi" or "Center" means Jacobi Medical Center, which is located at 1400 Pelham Parkway South Bronx, New York 10461 and is licensed by the State of New York pursuant to Article 28 of the New York Public Health Law, and all of its former and present officers, directors, employees, agents, consultants, or independent contractors, subsidiaries or assigns who have conducted business at Jacobi or on its behalf. In addition, to the extent that Jacobi engages any agent, consultant or independent contractor who has authority to hire, fire or set the work schedules of Employees ("Covered Activities"), then solely with respect to such agent's, consultant's or independent contractor's Covered Activities, "Jacobi" or "Center" shall include such agent, consultant or independent contractor.
  - c. "Health and Hospitals Corporation" or "HHC" means New York City Health and Hospitals Corporation, the municipal healthcare organization in New York City, which encompasses, among other facilities, 11 hospitals, including Jacobi Medical Center.
  - d. "Undue hardship" means a significant difficulty or expense, as defined by the New York State Human Rights Law, New York Executive Law § 296(10).
  - e. "Effective Date" means the date this Assurance of Discontinuance is fully executed by the parties.
  - f. "Employee" means any full-time or part-time employee of HHC .

- g. "Managerial staff" means all HHC Associate Executive Directors, Senior Associate Executive Directors, Deputy Executive Directors, Executive Director(s), and Senior Vice President(s) at each HHC Hospital and/or Center.
- h. "Prospective Employee" means any individual who applies for a full-time or part-time position with HHC.
- i. "Human Resources Director" means the head or overseer of a human resources/human relations department (including the "Chief People Officer" at Jacobi).
- j. The use of the singular form of any word includes the plural and vice versa.

**OAG FINDINGS**

- 2. Jacobi is a public hospital and part of HHC, New York City's municipal healthcare organization. Certain of Jacobi's policies, including its policies regarding religious accommodations for employees, are created and adopted centrally by HHC and apply to all HHC network/facilities.
- 3. In July 2011, the OAG received several complaints from full-time nurses employed by Jacobi in multiple units. The complainants alleged that Jacobi had repeatedly denied these nurses' requests for religious accommodations to modify their work schedules in order to observe the Sabbath each week without making any reasonable effort to find alternatives beyond authorizing the employees to attempt to swap shifts on their own.
- 4. In response, the OAG commenced an investigation, which included interviewing multiple complainants about their requests for religious accommodations, reviewing Jacobi's practices and policies for assessing and responding to employees' religious accommodation requests, and conducting a subpoena hearing with the Jacobi manager responsible for implementing Jacobi's religious accommodations policy and reviewing employees' religious

accommodation requests. After the investigation began and the OAG brought this issue to HHC's attention, both parties sought to resolve the matter and agreed to enter into the instant Assurance for settlement purposes.

5. The investigation has revealed that Jacobi's policies and procedures did not ensure that religious accommodations requests were properly evaluated as to whether they constituted an undue hardship to the Center before a decision to grant or deny them was made, and that Jacobi did not provide adequate training or guidance to supervisors and managers on how to evaluate and respond to requests for religious accommodations in violation of the New York State Human Rights Law, New York Executive Law §§ 290 et seq.; New York Civil Rights Law §40-c; Title VII, 42 U.S.C. §§ 2000e et seq.; and the New York City Human Rights Law, New York City Administrative Code §§ 8-101 et seq.

#### **PROSPECTIVE RELIEF**

WHEREAS, HHC and Jacobi are subject to Executive Law § 63(12); the New York State Human Rights Law, New York Executive Law §§ 290 et seq.; New York Civil Rights Law §40-c; Title VII, 42 U.S.C. §§ 2000e et seq.; and the New York City Human Rights Law, New York City Administrative Code §§ 8-101 et seq.; which require, inter alia, employers to make reasonable accommodations of employees' sincerely held religious practices, including but not limited to requests for a period of religious observance, unless it would impose an undue hardship on the conduct of the employers' business;

WHEREAS, the New York State Human Rights Law, New York Executive Law § 296(10) requires an employer to engage in a bona fide effort to accommodate employees' requests for religious accommodation, including making reasonable efforts to accommodate a Sabbath observing employee beyond merely authorizing the employee to find her or his own shift swap;



WHEREAS, the OAG is willing to accept the terms of this Assurance pursuant to New York Executive Law § 63(15) and to discontinue its investigation; and

WHEREAS, the parties believe that the obligations imposed by this Assurance are prudent and appropriate, and will improve and strengthen HHC's policy with respect to providing accommodations to employees requesting leave for religious observance;

IT IS HEREBY UNDERSTOOD AND AGREED, by and between HHC, Jacobi, and the OAG, as follows:

**COMPLIANCE WITH THE LAW**

6. Jacobi and HHC shall comply fully with the obligations, terms, and conditions of the New York State Human Rights Law, New York Executive Law §§ 290 et seq.; New York Civil Rights Law §40-c; Title VII, 42 U.S.C. §§ 2000e et seq.; and the New York City Human Rights Law, New York City Administrative Code §§ 8-101 et seq., including but not limited to New York Executive Law § 296(10).

**RELIGIOUS ACCOMMODATION POLICY AND PROCEDURES**

7. Jacobi shall adopt the written religious accommodation policy and procedures, annexed as “Exhibit A” and fully incorporated herein, regarding requests for religious accommodations such as time off or modified schedules for religious observances (the “Religious Accommodation Policy”) prior to its implementation. Within fifteen (15) days after completion of the training period provided for in Paragraph 15 below, Jacobi shall implement the Religious Accommodation Policy at Jacobi. Following such implementation, when a Jacobi Employee or Jacobi Prospective Employee requests an accommodation to engage in a sincerely held religious observance or practice, the Center shall follow the procedures and requirements set forth in the Religious Accommodation Policy. Jacobi shall

not make any changes to the Religious Accommodation Policy without the express written permission of the OAG, whose consent shall not be unreasonably withheld.

8. Each HHC network/facility (except Jacobi) shall adopt the Religious Accommodation Policy, annexed as “Exhibit A” and fully incorporated herein, regarding requests for religious accommodations such as time off or modified schedules for religious observances (the “Religious Accommodation Policy”) prior to its implementation. Within forty-five (45) days after completion of the training period provided for in Paragraph 16 below, HHC shall implement the Religious Accommodation Policy at each HHC network/facility (except Jacobi). Following such implementation, when a HHC Employee or HHC Prospective Employee requests an accommodation to engage in a sincerely held religious observance or practice, the relevant network/facility shall follow the procedures and requirements set forth in the Religious Accommodation Policy. HHC shall not make any changes to the Religious Accommodation Policy without the express written permission of the OAG, whose consent shall not be unreasonably withheld.
9. Within fifteen (15) days after completion of the training period provided for in Paragraph 15 below, Jacobi shall (a) distribute the Religious Accommodation Policy in the same manner that it distributes all new policies to its employees that concern employee policies, *i.e.*, through hard copy transmittal to relevant departmental and managerial staff and posting of the new policy on HHC’s internal intranet in its database of corporate policies and procedures; and (b) include the Religious Accommodation Policy in all policy manuals or materials distributed or made available that concern employee policies, including all orientation and new hire distributions, to its Employees. The Human Resources Director at Jacobi must additionally certify to the OAG in writing that the aforesaid distribution of the

- Religious Accommodation policy was made. Additionally, for the first pay period after fifteen (15) days after completion of the training period provided for in Paragraph 15 below, Jacobi shall attach to each Jacobi employee's paycheck or paystub a copy of the Religious Accommodation Policy.
10. Within forty-five (45) days after completion of the training period provided for in Paragraph 16 below, HHC shall for each network/facility (except Jacobi) (a) distribute the Religious Accommodation Policy in the same manner that it distributes all new policies to its employees that concern employee policies, *i.e.*, through hard copy transmittal to relevant departmental and managerial staff and posting of the new policy on HHC's internal intranet in its database of corporate policies and procedures; and (b) include the Religious Accommodation Policy in all policy manuals or materials distributed or made available through its networks/facilities that concern employee policies, including all orientation and new hire distributions, to its Employees. The HHC Central Office Human Resources Director must additionally certify to the OAG in writing that the aforesaid distribution of the Religious Accommodation policy was made. Additionally, for the first pay period after forty-five (45) days after completion of the training period provided for in Paragraph 16 below, HHC shall attach to each HHC employee's paycheck or paystub a copy of the Religious Accommodation Policy.
  11. In addition to the distribution provided for in Paragraph 9 above, within fifteen (15) days after completion of the training period provided for in Paragraph 15 below, Jacobi shall post the Religious Accommodation Policy Statement in at least two conspicuous locations at Jacobi's main campus. In each location where the Religious Accommodation Policy Statement is posted, it shall be accompanied by the following notice: "Employees should

- consult the Hospital's website, Human Resources, and/or the Religious Accommodation Policy distributed to employees for an explanation of the procedures for requesting a religious accommodation and the Hospital's religious accommodation review process.”
12. In addition to the distribution provided for in Paragraph 10 above, within forty-five (45) days after completion of the training period provided for in Paragraph 16 below, HHC shall for each network/facility (except Jacobi) post the Religious Accommodation Policy Statement in at least two conspicuous places accessible to all employees at each network/facility's main campus. In each location where the Religious Accommodation Policy Statement is posted, it shall be accompanied by the following notice: “Employees should consult the Hospital's website, Human Resources, and/or the Religious Accommodation Policy distributed to employees for a detailed explanation of the procedures for requesting a religious accommodation and the Hospital's religious accommodation review process.”
  13. Each HHC network/facility shall designate its Human Resources Director, or his or her designee, to serve as the Religious Accommodation Officer, who will be responsible for making certain that all requests for religious accommodations are handled in accordance with the Religious Accommodation Policy, with this Assurance, and with applicable law.

#### **TRAINING**

14. Within thirty (30) days of the Effective Date, HHC shall submit a proposed religious accommodation training program to the OAG for approval, which shall not be unreasonably withheld.
15. Within thirty (30) days of OAG approval of the religious accommodation training program, all Jacobi Managerial staff will receive training on (a) the legal obligations of employers under New York Executive Law § 296(10) to individuals who request an accommodation for

their religious practices or observances; (b) the Religious Accommodation Policy; and (c) the record-keeping and reporting requirements set forth in this Assurance. These topics shall also be included in any general and regular Human Resources training regarding employment discrimination issues provided to these staff members.

16. Within ninety (90) days of OAG approval of the religious accommodation training program, all Managerial staff at HHC networks/facilities (except Jacobi) will receive training on (a) the legal obligations of employers under New York Executive Law § 296(10) to individuals who request an accommodation for their religious practices or observances and (b) the Religious Accommodation Policy. These topics shall also be included in any general and regular Human Resources training regarding employment discrimination issues provided to these staff members.
17. All Managerial staff hired by Jacobi after the Effective Date shall receive the training described in paragraph 15 within the longer of (i) thirty (30) days of his or her start date, and (ii) the time provided in Paragraph 15 for such training.
18. All Managerial staff hired after the Effective Date by any HHC network/facility (except Jacobi) shall receive the training described in paragraph 16 within the longer of (i) thirty (30) days of his or her start date, and (ii) the time provided in Paragraph 16 for such training.
19. Each Religious Accommodation Officer at each HHC network/facility shall maintain attendance records for all training sessions for the duration of this Assurance.

#### **COMPLAINTS**

20. The Religious Accommodation Officer at each HHC network/facility shall review and handle complaints regarding religious accommodation requests in accordance with the terms of the Religious Accommodation Policy and the law.

21. If a Managerial staff member receives a complaint, whether written or oral, from an Employee or Prospective Employee that a request for a religious accommodation was improperly denied, the Managerial staff member shall promptly inform the Religious Accommodation Officer, who shall provide the complainant with a copy of the Religious Accommodation Complaint Form, annexed to the Religious Accommodation Policy.
22. Within fifteen (15) business days of receiving a completed Religious Accommodation Complaint Form, or otherwise becoming aware of any conduct by any Employee that he/she believes violates New York Executive Law § 296(10) or the requirements of this Assurance, the Human Resources Director, or his or her designee, shall conduct a complete and thorough investigation into the complaint and take appropriate action to resolve the complaint in accordance with the Religious Accommodation Policy, with this Assurance, and with applicable law. Each HHC network/facility shall maintain all records regarding each religious accommodations complaint, the investigation and the resolution for the duration of this Assurance.

#### **REPORTING**

23. Jacobi shall provide six (6) semi-annual monitoring reports to the OAG, with the first due five months after the Effective Date and the others due every six months thereafter. Each report shall include:
  - a. All religious accommodation requests made during the preceding reporting period by any Jacobi Employee or Jacobi Prospective Employee, and the efforts undertaken by the Center to make such accommodations. Specifically, the report shall identify (i) the names, work addresses, and work telephone numbers of all individuals who requested a religious accommodation during the six-month period; (ii) the unit or

department where the individual worked or applied to work at Jacobi; (iii) the date the request was made; (iv) the nature of the accommodation requested; (v) the specific efforts undertaken by Jacobi to accommodate the request and the Employees involved in making those efforts; and (vi) what, if any, accommodation was provided.

- b. All religious accommodation requests denied during the preceding reporting period and reasons for the denial of the request. If Jacobi denied the request in whole or in part due to economic hardship, it shall provide all calculations made or copies of other information assessed in reaching that determination. If Jacobi denied the request in whole or in part, on any ground other than undue economic hardship, Jacobi shall explain the reasons why the requested accommodation was not granted, providing any relevant supporting documentation and information identifying the undue hardship had the requested accommodation been granted.
- c. Copies of all Religious Accommodation Complaint Forms submitted during the preceding reporting period and a written description of (i) the investigation into the complaint; (ii) the results of the investigation; and (iii) any actions taken in response.

- 24. Within twenty-one (21) days after receiving a written request from the OAG, Jacobi shall provide to the OAG any documents Jacobi is required to maintain under the terms of this Assurance and any documents the OAG believes relate to Jacobi's compliance with this Assurance. This Assurance does not in any way impair or affect the right of the OAG to obtain documents from Jacobi pursuant to subpoena.

**PROHIBITION AGAINST RETALIATION**

25. Jacobi and HHC agree that they shall not in any manner discriminate or retaliate against any current or former Employees, including those persons who cooperated or may be perceived to have cooperated with the OAG's investigation, in any of their terms or conditions of employment because of such cooperation or perceived cooperation. Jacobi and HHC agree not to discharge, suspend, give negative evaluations about, refuse the religious accommodation requests of, or take any adverse employment action against any of these Employees, except for legitimate, non-discriminatory reasons unrelated to the OAG's investigation or to any past, present or future participation in any activities involving the exercise of their legal rights under any laws referred to in this Assurance.

**SCOPE OF THE ASSURANCE, JURISDICTION, AND ENFORCEMENT PROVISIONS**

26. The OAG has agreed to the terms of this Assurance based on, among other things, the representations made to the OAG by Jacobi, HHC, and their counsel and the results of the OAG's investigation. To the extent that any material representations are later found to be inaccurate or misleading, this Assurance is voidable by the OAG in its sole discretion.
27. This Assurance will expire three (3) years after the Effective Date.
28. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Assurance has been made to or relied upon by Jacobi and/or HHC in connection with their agreeing to abide by this Assurance.
29. This Assurance binds Jacobi, HHC, their principals, directors, beneficial owners, officers, shareholders, successors, assigns, "d/b/a" companies, subsidiaries, and affiliates, if any, to the extent that they engage in Covered Activities.
30. Jacobi and HHC represent and warrant, through the signatures below, that the terms and



conditions of this Assurance are duly approved, and execution of this Assurance is duly authorized. Jacobi and HHC agree not to take any action or make any statement denying, directly or indirectly, (i) the propriety of this Assurance, or (ii) expressing the view that this Assurance is without factual basis. Nothing in this paragraph affects Jacobi's or HHC's (i) testimonial obligations or (ii) right to take legal or factual positions in defense of litigation or other legal proceedings to which the OAG is not a party. This Assurance is not intended for use by any third party in any other proceeding and is not intended, and should not be construed, as an admission of wrongdoing or of liability by Jacobi or HHC.

31. This Assurance may not be amended except by an instrument in writing signed on behalf of all the parties to this Assurance.
32. This Assurance shall be binding on and inure to the benefit of the parties to this Assurance and their respective successors and assigns, provided that no party, other than the OAG, may assign, delegate, or otherwise transfer any of its rights or obligations under this Assurance without the prior written consent of the OAG, which shall not be unreasonably withheld.
33. In the event that any one or more of the provisions contained in this Assurance shall for any reason be determined to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Assurance, and the remaining clauses shall continue to be in effect.
34. To the extent not already provided under this Assurance, Jacobi and HHC agree to, upon request by the OAG, provide all documentation and information necessary for the OAG to verify compliance with this Assurance.
35. All notices, reports, requests, and other communications to any party pursuant to this Assurance shall be in writing and shall be directed as follows:

OAG:

Allegra Chapman  
Assistant Attorney General  
Civil Rights Bureau  
New York State Office of the Attorney General  
120 Broadway, 23rd Floor  
New York, New York, 10271-0332  
Allegra.Chapman@ag.ny.gov  
(212) 416-8250  
(212) 416-8074 (Fax)

HHC and Jacobi Medical Center:

Salvatore J. Russo, Esq.  
New York City Health and Hospitals Corporation  
Office of Legal Affairs  
125 Worth Street, Room 527  
New York, New York 10013-4006  
Salvatore.Russo@nychhc.org  
(212) 788-3300

Any changes in the person to whom communications should be directed shall be made in writing in advance of the change.

36. Acceptance of this Assurance by the OAG shall not be deemed approval by the OAG of any of the practices or procedures referenced herein, and Jacobi and HHC agree not to make any representation to the contrary.
37. Pursuant to Executive Law § 63(15), evidence of a violation of this Assurance shall constitute prima facie proof of a violation of the applicable law in any action or proceeding thereafter commenced by the OAG.
38. If a court of competent jurisdiction determines that Jacobi and/or HHC has breached this Assurance, Jacobi and/or HHC agrees to pay to the OAG the costs, if any, tied to such determination and costs tied to enforcement of this Assurance, including without limitation reasonable legal fees, expenses and reasonable court costs.

39. The OAG finds the relief and agreements contained in this Assurance appropriate and in the public interest. The OAG is willing to accept this Assurance pursuant to Executive Law § 63(15), in lieu of commencing a statutory proceeding. This Assurance shall be governed by the laws of the State of New York without regard to any conflict of laws principles.
40. Nothing contained herein shall be construed so as to deprive any person of any private right under the law.

IN WITNESS WHEREOF, this Assurance is executed by the parties hereto.

**ERIC T. SCHNEIDERMAN**  
Attorney General of the State of New York

By: \_\_\_\_\_  
**KRISTEN CLARKE**  
Bureau Chief

By: \_\_\_\_\_  
**SPENCER FREEDMAN**  
Chief Counsel for Civil Rights

**ALLEGRA CHAPMAN**  
Assistant Attorney General

Civil Rights Bureau  
120 Broadway  
New York, New York 10271  
Phone: (212) 416-6280  
Fax: (212) 416-8074

Dated: June \_\_\_, 2012

**JACOBI MEDICAL CENTER**

By: 

**WILLIAM P. WALSH**

Executive Director  
Jacobi Medical Center  
1400 Pelham Parkway  
South Bronx, New York 10461

Dated: June 29, 2012

**NEW YORK CITY HEALTH AND HOSPITALS CORPORATION**

By: 

**ALAN D. AVILES**

President  
125 Worth Street  
New York, New York 10013

Dated: June 29, 2012

# **EXHIBIT R**

OFFICE OF THE ATTORNEY GENERAL  
OF THE STATE OF NEW YORK  
CIVIL RIGHTS BUREAU

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IN THE MATTER OF THE INVESTIGATION BY  
ERIC T. SCHNEIDERMAN, ATTORNEY GENERAL OF  
THE STATE OF NEW YORK,

**AOD No. 12-007**

OF

MILROSE CONSULTANTS, INC.

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**ASSURANCE OF DISCONTINUANCE**

In April 2011, pursuant to the provisions of § 63(12) of the New York State Executive Law, Eric T. Schneiderman, Attorney General of the State of New York (“OAG”) began to investigate whether Milrose Consultants, Inc. (“Milrose Consultants”) violated the New York State Human Rights Law, New York Executive Law §§ 290 et seq.; Title VII, 42 U.S.C. §§ 2000e et seq.; the New York City Human Rights Law, New York City Administrative Code §§ 8-101 et seq.; and related civil rights statutes. Specifically, the OAG investigated allegations that Milrose Consultants has failed to provide reasonable accommodations of religious observance.

This Assurance of Discontinuance (“Assurance”) contains the OAG’s Findings in connection with its investigation of Milrose Consultants and the relief agreed to by the OAG and Milrose Consultants (“the parties”).

**DEFINITIONS**

1. As used throughout this Assurance of Discontinuance (“Assurance”), the terms set forth below shall mean as follows:
  - a. “Assurance” means this Assurance of Discontinuance.
  - b. “Milrose Consultants, Inc.,” or “Milrose Consultants,” means Milrose Consultants, Inc., and all of its former and present officers, directors, employees, agents, consultants, or independent contractors, subsidiaries or assigns.
  - c. “Effective Date” means the date this Assurance is fully executed by the parties.
  - d. “Employee” means any person performing work for and on the payroll of Milrose Consultants in the State of New York.
  - e. “Applicant” means any person applying or considered for employment by Milrose Consultants.
  - f. Terms of construction:
    - i. “And” and “or” shall be construed conjunctively or disjunctively as necessary to make the meaning inclusive rather than exclusive.
    - ii. “All” means “any and all” and “any” means “any and all.”
    - iii. “Concerning” means relating to, referring to, describing, evidencing, regarding, reflecting, or constituting.
    - iv. “Day” refers to a calendar day, not a business day.
    - v. “Including” means without limitation.
    - vi. The singular of any word included the plural; the plural of any word includes the singular.

**FINDINGS**

2. Milrose Consultants is an architectural and engineering consulting firm with offices in New York, New Jersey, and Pennsylvania. Milrose Consultants operates two offices within the State of New York: 498 Seventh Avenue, New York, NY 10018, and 66 West Barclay Street, Hicksville, NY 11801, and employs over one hundred (100) employees.
3. In 2011, the OAG received a complaint alleging that Milrose Consultants discriminated against a new hire by failing to make any effort to accommodate religious observance. Specifically, the complaint alleged that Milrose Consultants rescinded its employment offer after discovering that the employee observed a Saturday Sabbath and would occasionally require an accommodation to leave work early in order to return home before sundown on Fridays. The complaint alleges Milrose Consultants rescinded its employment offer without taking any steps to determine whether the employee's religious observance could be reasonably accommodated.
4. In response to this complaint, the OAG commenced an investigation. The OAG reviewed and analyzed Milrose Consultants' existing policies, procedures, and practices governing requests for and decisions granting or denying religious accommodations, and obtained information from Milrose Consultants.
5. The investigation revealed that Milrose Consultants maintains no religious accommodations policy, no formal policy or procedure for employees to request religious accommodations or for supervisors or managers to evaluate such requests, and no directives or training for managers and supervisors to ensure that requests for religious accommodations are properly reviewed and assessed. In addition, the investigation revealed that Milrose Consultants maintains no records to demonstrate



whether requests for religious accommodations have been appropriately and timely considered.

6. Based on this investigation, the OAG found evidence that Milrose Consultants has not implemented policies and procedures to address requests for religious accommodations received pursuant to New York State Human Rights Law, New York Executive Law §§ 290 et seq.; Title VII, 42 U.S.C. §§ 2000e et seq.; and the New York City Human Rights Law, New York City Administrative Code §§ 8-101 et seq.

### **PROSPECTIVE RELIEF**

WHEREAS, Milrose Consultants is subject to Executive Law § 63(12); the New York State Human Rights Law, New York Executive Law §§ 290 et seq.; Title VII, 42 U.S.C. §§ 2000e et seq.; the New York City Human Rights Law, New York City Administrative Code §§ 8-101 et seq.; which require, inter alia, employers to make reasonable accommodations of employees' sincerely held religious practices, including but not limited to requests for a period of religious observance, unless it would impose an undue hardship on the conduct of the employers' business;

WHEREAS, Milrose Consultants neither admits nor denies the OAG's Findings (2) – (6);

WHEREAS, the OAG is willing to accept the terms of this Assurance pursuant to New York Executive Law § 63(15) and to discontinue its investigation; and

WHEREAS, the parties believe that the obligations imposed by this Assurance are prudent and appropriate;

IT IS HEREBY UNDERSTOOD AND AGREED, by and between Milrose Consultants and the OAG, as follows:

**Compliance with Federal, State, and Local Anti-Discrimination Laws**

7. Milrose Consultants agrees to comply fully with the obligations, terms, and conditions of the New York State Human Rights Law, New York Executive Law §§ 290 et seq.; Title VII, 42 U.S.C. §§ 2000e et seq.; and the New York City Human Rights Law, New York City Administrative Code §§ 8-101 et seq., and all other applicable federal, state and local anti-discrimination laws.

**Religious Accommodations Policy**

8. Within thirty (30) days of the Effective Date, Milrose Consultants shall create and submit for the OAG's approval a Religious Accommodations Policy which shall comply fully with the obligations, terms and conditions of the New York State Human Rights Law, Title VII, and the New York City Human Rights Law. The Religious Accommodations Policy shall include, but not be limited to:
  - a. A statement that Milrose Consultants shall make a reasonable accommodation for an employee's sincerely held religious beliefs, including religious practices or observances, unless doing so would cause undue hardship to the conduct of the business;
  - b. A procedure for employees to make requests for religious accommodation;
  - c. Timelines for review of requests for religious accommodation by supervisors and managers; and
  - d. Procedures regarding the filing, investigation, and resolution of complaints regarding religious accommodations, which shall require that all investigations of such complaints be reduced to a written statement including a description of the allegations, the steps taken to investigate the complaint, recommendations

for action, and a statement of the outcome.

The Religious Accommodations Policy shall be subject to approval of the OAG.

9. Within fourteen (14) days of the OAG's approval, Milrose Consultants shall disseminate the Religious Accommodations Policy to all employees.
10. Upon the OAG's approval of the Religious Accommodations Policy, Milrose Consultants shall provide the Religious Accommodations Policy to all new employees within fourteen (14) days of their hire date.
11. Milrose Consultants shall designate an employee to serve as the Religious Accommodations Officer, who will be responsible for ensuring that all requests for religious accommodations are handled in accordance with the Religious Accommodations Policy, with this Assurance, and with applicable law; developing religious accommodation training materials required by this Assurance; and conducting the training of employees in accordance with the requirements of this Assurance. Within fifteen (15) days of the Effective Date, Milrose Consultants will submit the name and resume of the designated Religious Accommodations Officer to the OAG for approval, which shall not be unreasonably withheld.

#### **Training**

12. Within sixty (60) days of the OAG's approval of the Religious Accommodations Policy, the Religious Accommodations Officer shall train all Milrose Consultants partners, Human Resources staff, and any other managers or supervisors on the new Religious Accommodations Policy. All Milrose Consultants partners, Human Resources staff, and any other managers or supervisors shall acknowledge in writing that they have received training on the Religious Accommodations Policy, using the acknowledgement form

annexed as Exhibit A.

**Reporting**

13. Six (6) months after the Effective Date, and semiannually for the duration of this Assurance, Milrose Consultants agrees to provide copies of the following records to the OAG:
  - a. All documents related to all complaints brought to its attention concerning religious discrimination, including all complaints concerning religious accommodations made by applicants or employees, and all documents summarizing any investigation and resolution by Milrose Consultants; and
  - b. Signed acknowledgement forms indicating that all Milrose Consultants partners, Human Resources staff, and any other managers or supervisors have received training on the Religious Accommodations Policy, as required by Paragraph 12 of this Assurance.

**Scope of the Assurance, Jurisdiction and Enforcement Provisions**

14. The OAG has agreed to the terms of this Assurance based on, among other things, the representations made to the OAG by Milrose Consultants and its counsel and the OAG's own factual investigation as set forth in Findings (2) – (6) above. To the extent that any material representations are later found to be inaccurate or misleading, this Assurance is voidable by the OAG in its sole discretion.
15. This Assurance will expire three (3) years after the Effective Date, except that the OAG may, in its sole discretion, extend the Assurance term upon a good-faith determination that Milrose Consultants has not complied with this Assurance, which non-compliance the OAG will discuss and attempt to resolve with Milrose Consultants in good faith

before making such determination.

16. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Assurance has been made to or relied upon by Milrose Consultants in agreeing to this Assurance.
17. This Assurance binds Milrose Consultants, its principals, directors, beneficial owners, officers, shareholders, successors, assigns, "d/b/a" companies, subsidiaries, affiliates, and any other business entities whom any such individuals may hereafter form or control.
18. Milrose Consultants represents and warrants, through the signatures below, that the terms and conditions of this Assurance are duly approved, and execution of this Assurance is duly authorized. Milrose Consultants agrees not to take any action or make any statement denying, directly or indirectly, the propriety of this Assurance or expressing the view that this Assurance is without factual basis. Nothing in this paragraph affects Milrose Consultants' (i) testimonial obligations or (ii) right to take legal or factual positions in defense of litigation or other legal proceedings to which the OAG is not a party. This Assurance is not intended for use by any third party in any other proceeding and is not intended, and should not be construed, as an admission of liability by Milrose Consultants.
19. This Assurance may not be amended except by an instrument in writing signed on behalf of all the parties to this Assurance.
20. This Assurance shall be binding on and inure to the benefit of the parties to this Assurance and their respective successors and assigns, provided that no party, other than the OAG, may assign, delegate, or otherwise transfer any of its rights or obligations under this Assurance without the prior written consent of the OAG.

21. In the event that any one or more of the provisions contained in this Assurance shall for any reason be determined to be invalid, illegal, or unenforceable in any respect, in the sole discretion of the OAG such invalidity, illegality, or unenforceability shall not affect any other provision of this Assurance.
22. To the extent not already provided under this Assurance, Milrose Consultants agrees to, upon request by the OAG, provide all documentation and information necessary for the OAG to verify compliance with this Assurance.
23. All notices, reports, requests, and other communications to any party pursuant to this Assurance shall be in writing and shall be directed as follows:

OAG:

Kayla Gassmann  
Assistant Attorney General  
Civil Rights Bureau  
New York State Office of the Attorney General  
120 Broadway, 23rd Floor  
New York, New York, 10271-0332  
(212) 416-8250  
(212) 416-8074 (Fax)

Milrose Consultants:

Donna Jordan  
Director of Human Resources  
Milrose Consultants, Inc.  
498 Seventh Avenue, 8<sup>th</sup> Floor  
New York, NY 10018  
(212) 894-0170

Any changes in the person to whom communications should be directed shall be made in writing in advance of the change.


24. Acceptance of this Assurance by the OAG shall not be deemed approval by the OAG of any of the practices or procedures referenced herein, and Milrose Consultants agrees not to make any representation to the contrary.

25. Pursuant to Executive Law § 63(15), evidence of a violation of this Assurance shall constitute prima facie proof of a violation of the applicable law in any action or proceeding thereafter commenced by the OAG.
26. If a court of competent jurisdiction determines that Milrose Consultants has breached this Assurance, Milrose Consultants agrees to pay to the OAG the costs, if any, tied to such determination and costs tied to enforcement of this Assurance, including without limitation legal fees, expenses, and court costs.
27. The OAG finds the relief and agreements contained in this Assurance appropriate and in the public interest. The OAG is willing to accept this Assurance pursuant to Executive Law § 63(15), in lieu of commencing a statutory proceeding. This Assurance shall be governed by the laws of the State of New York without regard to any conflict of laws principles.
28. Nothing contained herein shall be construed so as to deprive any person of any private right under the law.

IN WITNESS WHEREOF, this Assurance is executed by the parties hereto on  
February \_\_, 2012.

**ERIC T. SCHNEIDERMAN**  
Attorney General of the State of New York

By:   
**KRISTEN CLARKE**  
Bureau Chief

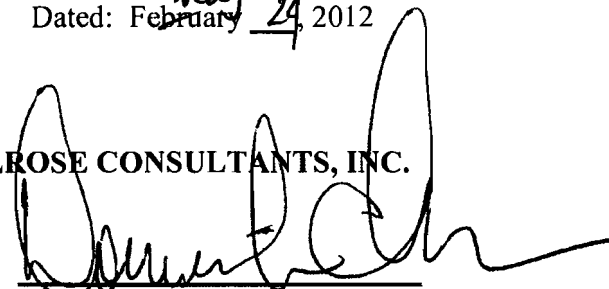
By:   
**SPENCER FREEDMAN**  
Chief Counsel for Civil Rights

**KAYLA GASSMANN**  
Assistant Attorney General

Civil Rights Bureau  
120 Broadway  
New York, New York 10271  
Phone: (212) 416-6280  
Fax: (212) 416-8074

Dated: February <sup>May</sup> 24, 2012

**MILROSE CONSULTANTS, INC.**

By:   
**Domenick Chieco**  
Sr. Vice President/Managing Partner  
Dated: February 17, 2012



# **EXHIBIT S**



## MY VISION

As a self-identified creative, my ultimate goal in life is to glorify the one *true* Creator - God. The One who paints His glories in the contours of the Grand Canyon, announces His mystery in the brilliance of the universe, and etches His majesty in the vastness of the night sky. "It's as if the stars and the skies are saying simply by their being, 'Don't stay too long staring at us: look at Him. We are but creatures, He is the Creator. We are but lights, He is *the* Light. We are beautiful, but He *is* Beauty.'" (Melvin Tinker)



## MY PHILOSOPHY

I believe that marriage is a picture of the gospel and demonstrates the redemptive love of Jesus Christ, who willingly gave Himself up for us by going to the cross, paying the debt for our sins, and paving a way for us to be united with Him. He died to His own interests, looking to our own needs, and painted a picture of sacrificial love in action.

God is self-existent. Infinite. Eternal. And the evidence of Him is all around us - the regularity of nature, the vastness of the cosmos, the miracle of human life - they're all traces of His divine fingerprints.

Put by John Piper, "The created universe is all about glory. The deepest longing of the human heart and the deepest meaning of heaven and earth are summed up in this: the glory of God. The universe was made to show it, and we were made to see it and savour it."

The experience of marriage will unveil the beauty and depths of the gospel; it shows that, though we are more sinful and flawed in ourselves than we ever dared believe, we at the very same time are more loved and accepted in Jesus Christ more than we ever dared hope. The gospel can fill our hearts with God's love so that we can handle it when our spouse fails to love us as he or she should, and it frees us to see our spouse's sins and flaws to the bottom - and yet still love and accept our spouse fully.

**I believe that the essence of marriage is that it's a covenant, a commitment, a promise of future love.**

**AND THOUGH PASSION MAY LEAD YOU TO MAKE A WEDDING PROMISE, I BELIEVE IT'S THE PROMISE ITSELF THAT MAKES YOUR PASSION WISER, RICHER, AND DEEPER OVER THE YEARS.**

THAT IS WHAT I SEEK TO DO WITH MY PHOTOGRAPHY - SAVOUR GOD'S GLORY, POINT TO IT, AND PUT IT ON DISPLAY FOR ALL TO SEE.

MY ULTIMATE AIM IS THAT THE STORIES I CAPTURE AND MESSAGES I CREATE WILL BE TO THE PRAISE OF HIS GLORIOUS NAME.

"SO WHETHER YOU EAT OR DRINK OR WHATEVER YOU DO, DO IT ALL FOR THE GLORY OF GOD." 1 CORINTHIANS 10:31