

CITY OF NEW YORK
COMMISSION ON HUMAN RIGHTS

In the Matter of

COMMISSION ON HUMAN RIGHTS
ex rel. MD SANAUH RAHMAN,

Petitioner,

-against-

Complaint No. M-E-CNR-19-50623-E
OATH Index No. 1796/24

REVIVAL PHYSICAL THERAPY &
REHABILITATION SERVICES,

Respondent.

DECISION AND ORDER

This case concerns MD Sanaur Rahman, a practicing Muslim and an assistant physical therapist, who was terminated from his employment at Respondent Revival Physical Therapy and Rehabilitation Services (“Revival”) one day after his employer discovered that he had been praying on the premises. Indeed, Respondent has stated quite clearly that if any employee insists on practicing their religion at work, “I will ask [that employee] to go.” (Tr.¹ vol. 2, 251:16–23). After being terminated from his employment, Mr. Rahman suffered a crisis of confidence and became afraid to practice his faith openly at work for fear that he would experience another discriminatory termination. This fear so affected Mr. Rahman that he became afraid to work too far from a mosque, as doing so would require him to pray at work and would thus reveal his religion to his employer. As a result, Mr. Rahman has turned down better job opportunities, and he has never brought his prayer rug to another workplace.

Mr. Rahman filed a verified complaint (“Complaint”) with the Law Enforcement Bureau of the New York City Commission on Human Rights (“Bureau”), alleging employment discrimination against Revival.² The Complaint alleges that Revival discriminated against Mr. Rahman when his employment was terminated because of his religion, in violation of the New

¹ Citations to “Tr.” refer to the OATH trial transcript, which is separated into three daily volumes but uses continuous pagination.

² Citations to “Compl.” refer to the Complaint verified by Complainant MD Sanaur Rahman on March 22, 2019, and entered into the trial record as ALJ Exhibit A. On October 13, 2021, Mr. Rahman filed an amended complaint that included no additional charges and solely corrected Respondent’s name, which was incorrectly identified as “Revival Rehabilitation & Medical Equipment Supply” in the original complaint. (See ALJ Ex. B).

York City Human Rights Law, Title 8, Chapter 1 of the New York City Administrative Code (“NYCHRL” or “City Human Rights Law”).

Now before the Office of the Chair of the New York City Commission on Human Rights (“Commission”) is the Report and Recommendation of the Honorable Orlando Rodriguez, Administrative Law Judge (“ALJ”) of the New York City Office of Administrative Trials & Hearings (“OATH”) in *Comm’n on Human Rights ex rel. Rahman v. Revival Physical Therapy & Rehabilitation Services*, OATH Index No. 1796/24 (May 22, 2025) (“R&R”). The Commission largely adopts the factual findings and credibility determinations set forth in the R&R.

For the reasons set forth herein, the Commission adopts in part and modifies in part the recommendations of Judge Rodriguez, finding that Revival committed unlawful religious discrimination against Mr. Rahman by terminating his employment. As a result of the discrimination he experienced, Mr. Rahman is entitled to emotional distress damages and backpay. The Commission also orders Respondent to pay a civil penalty, undergo anti-discrimination training, and develop and implement policies consistent with the City Human Rights Law.

I. PROCEDURAL BACKGROUND

Mr. Rahman filed a verified complaint with the Bureau on March 22, 2019. (*See generally* Compl.) On May 15, 2019, Respondent filed an Answer with the Bureau in which it denied the allegations of discrimination in the Complaint and asserted instead that Mr. Rahman’s termination was a business decision and not based on his religion. (Answer³ at 2).

Following an investigation, the Bureau issued a Notice of Probable Cause for the Complaint on October 5, 2021 (ALJ Ex. D), and referred this matter to OATH on November 16, 2023 (ALJ Ex. E). Trial was held on July 3, 23, and 25, 2024. (R&R at 1). The Bureau relied on the following witnesses: Mr. Rahman and his wife, Moriam Khan. Respondent relied on the following witnesses: the owner of Revival, Olatunji Gbotosho, and his wife, Kikelomo Gbotosho, who also worked as Revival’s office manager. Both parties submitted documentary evidence at trial and filed post-trial briefs on September 4, 2024.

After trial, Judge Rodriguez issued a Report and Recommendation, and the parties submitted written comments to the Commission pursuant to 47 RCNY⁴ § 1-66.

II. STANDARD OF REVIEW

In reviewing a report and recommendation, the Commission may accept, reject, or modify, in whole or in part, the findings or recommendations made by an administrative law judge. Though the findings of an administrative law judge inform the Commission’s assessment of evidence, the Commission ultimately determines the credibility of witnesses, the weight of the

³ Citations to “Answer” refer to Respondent’s Verified Answer to the Complaint, sworn on May 15, 2019 and entered into the trial record as ALJ Exhibit C.

⁴ Citations to “RCNY” refer to the Rules of the City of New York.

evidence, and other findings of fact. *Comm’n on Human Rights ex rel. Marquez v. Fresh & Co.*, OATH Index No. 434/22, Comm’n Dec. & Order, 2025 WL 3085471, at *3 (Oct. 30, 2025) (collecting cases). The Commission also interprets the NYCHRL and ensures the NYCHRL is applied to the facts correctly. *Comm’n on Human Rights ex rel. Cazares v. INS Handbags, Inc.*, OATH Index No. 1075/20, Comm’n Dec. & Order, 2025 WL 897951, at *3 (Mar. 18, 2025) (collecting cases). The Commission reviews an administrative law judge’s report and recommendation and the parties’ comments and objections *de novo* as to findings of fact and conclusions of law. *Id.* (collecting cases).

III. THE EVIDENTIARY RECORD

Knowledge of the facts as described in the R&R is generally assumed for the purposes of this Decision and Order. Facts are derived from the trial record. The most pertinent facts are discussed herein.

A. Mr. Rahman’s Background, Qualifications, and Employment

Mr. Rahman is a practicing Muslim and as part of his religious practices, he prays five times a day, which he has done since he was thirteen or fourteen years old. (Tr. vol. 1, 30:17–31:23). Praying five times a day is very important to his religious practice:

I came from a very religious family. . . . I always try to obey God’s command. We all Muslims need to pray five times a day. I strictly follow these things. I pray five times a day. . . . And I want to follow what God tells us to do and I want to practice in my everyday life.

(*Id.* at 30:19–31:3).

Mr. Rahman was born in Bangladesh and received a bachelor’s degree in physiotherapy. (*Id.* at 30:4–11, 15–16). In Bangladesh, Mr. Rahman worked as a professional physical therapist for seven years at two hospitals, including a specialized hospital for children with disabilities. (*Id.* at 33:7–20). During a two-month visit to the United States in 2014, Mr. Rahman met a Bangladeshi physical therapist with an established practice who inspired him to pursue a career here. (*Id.* at 34:14–24, 34:25–35:10). In 2017, Mr. Rahman moved to the United States with his parents and married Ms. Khan. (*Id.* at 35:11–25).

In January 2018, Mr. Rahman obtained a job as a physical therapy aide at Active Healing Physical Therapy, which entailed assisting physical therapists in setting up and maintaining spaces for treatment. (*See id.* at 36:24–37:4; *see also* Tr. vol. 2, 179:13–180:10). Later that year, Mr. Rahman took the exam to earn his Physical Therapy Assistant (“PTA”) license. (Tr. vol. 1, 38:14–16). He passed the exam, obtained his PTA license, and shortly thereafter began seeking employment as a PTA. (*See id.* at 38:7–13, 39:6–10). Unlike a physical therapy aide, who cannot work directly with patients, a PTA directly assists patients with therapy prescribed by a physical therapist. (*See* Tr. vol. 2, 177:2–178:4, 179:13–180:10).

In October 2018, Mr. Rahman was hired as a full-time PTA for Revival at their fifth and newest office at 1250 St. Nicholas Avenue in Manhattan. (Tr. vol. 1, 39:13–14, 21–24; Resp. RFI Responses⁵ (listing office address)). The owner of Revival, Mr. Gbotosho, hired him after interviewing five other candidates, ultimately choosing Mr. Rahman because he was the most knowledgeable and qualified. (Tr. vol. 2, 181:4–182:9, 204:5–8). After receiving the offer, Mr. Rahman signed an employment contract on October 8, 2018. (Emp. Contract⁶). On October 15, 2018, Mr. Rahman started working full-time for Revival for approximately eight hours per day, five days a week, earning twenty-nine dollars per hour. (*Id.* See also Tr. vol. 1, 42:25–43:2, 43:22–24; Tr. vol. 2, 177:2–4).

B. The Discovery of Mr. Rahman’s Prayer Practice and Prayer Rug

While working at Revival, Mr. Rahman stored his prayer rug on a shelf in the back room of the office with permission from his supervisor, Ms. Occiano, and prayed there during his breaks. (Tr. vol. 1, 60:21–61:5, 73:2–21, 74:15–75:5).

On November 26, 2018, Mrs. Gbotosho visited the office where Mr. Rahman worked. (*Id.* at 89:1–16). She testified that she was delivering hot and cold packs to the back of the office when she found Mr. Rahman’s prayer rug. (Tr. vol. 3, 280:10–23, 281:23–282:12). She testified that she then asked Ms. Occiano, “who dropped the carpet on the floor[?]” and was told that the rug belonged to Mr. Rahman. (*Id.* at 282:18–283:1). Ms. Occiano later told Mr. Rahman that, in that same conversation, Mrs. Gbotosho asked whether Mr. Rahman was praying every day at work, to which Ms. Occiano replied that he prayed daily during his break time. (Tr. vol. 1, 76:4–12, 77:14–23).

Mrs. Gbotosho testified that she instructed Ms. Occiano to tell Mr. Rahman to pick up the carpet so that no one would trip. (Tr. vol. 3, 284:8–15). In her testimony, Mrs. Gbotosho did not mention that she asked Ms. Occiano if Mr. Rahman used the rug to pray every day, instead claiming that she did not know that the rug was a prayer rug. (*Id.* at 284:16–24, 285:3–15). She also testified that she did not discuss her conversation with Ms. Occiano or the discovery of the rug with anyone else. (*Id.* at 284:8–15).

However, Mr. Rahman testified that the day after that conversation, he overheard Ms. Occiano on a phone call with Mr. Gbotosho, and specifically heard Ms. Occiano saying “yes, Mr. Rahman prayed” and stating that he did it “during [his] lunchtime.” (Tr. vol. 1, 78:20–79:23; see also *id.* at 91:13–25). Mr. Gbotosho denies having any conversation with Ms. Occiano about Mr. Rahman. (Tr. vol. 2, 207:3–25).

⁵ Citations to “Resp. RFI Responses” refer to Respondent’s November 30, 2020 responses to the Bureau’s Requests for Information (“RFI”) in this case, entered into the trial record as Petitioner Exhibit 6.

⁶ Citations to “Emp. Contract” refer to the employment contract that was prepared by Revival then executed by Mr. Rahman on October 8, 2018. This contract was entered into the trial record as Petitioner Exhibit 23.

Mr. Rahman immediately grew concerned that his employer did not approve of his praying. (Tr. vol. 1, 79:9–10 (“And then I was thinking something’s going on, maybe something[’s] wrong.”)). Mr. Rahman testified that Ms. Occiano shared that fear, not only because of her phone call with Mr. Gbotosho, but also because Mr. Gbotosho was supposed to come to the office that day and did not. (*Id.* at 79:11–14). Mr. Rahman testified that Ms. Occiano told him, “okay, you can pray to God and then call Mr. Gbotosho. I hope everything will be fine.” (*Id.* at 79:16–18). Mr. Rahman did so and asked Mr. Gbotosho if everything was okay; Mr. Gbotosho said everything was fine and that he wished to speak with Mr. Rahman the next morning. (*Id.* at 79:19–22, 90:19–25). However, later that same day, Mr. Rahman was terminated. (*Id.* at 79:23, 93:8–20).

C. Termination of Mr. Rahman’s Employment

At the end of the day on November 27, 2018, the day after Mrs. Gbotosho found Mr. Rahman’s prayer rug and the same day Mr. Rahman had a conversation with Mr. Gbotosho, Mr. Rahman received a termination letter. (Tr. vol. 1, 75:23–25). Mr. Rahman was shocked to be fired as he had only ever received positive feedback on his performance at Revival. (*Id.* at 84:7–85:6). The letter provided no explanation for his termination. (*See* Termination Ltr.⁷). After receiving the letter, Mr. Rahman returned to the office to say goodbye to his coworkers. (*Id.* at 81:18–23). Mr. Rahman testified that his coworkers expressed disbelief that he had been fired, with one coworker saying it was “totally discrimination” and telling him “you cannot [be] fire[d] for your praying.” (*Id.* at 81:23–82:2).

When Mr. Rahman came home, he cried as he told his wife that he had been fired for praying. (Tr. vol. 1, 82:13–15; Tr. vol. 2, 149:5–14). Ms. Khan testified that she was shocked and called Ms. Occiano to find out what had happened. (Tr. vol. 2, 149:15–18). She testified that Ms. Occiano agreed with Mr. Rahman’s assessment—that he had been fired for praying at work. (*See id.*)

During the Bureau’s investigation, Mr. Gbotosho repeatedly admitted that he would not permit an employee to pray at work. In his Verified Answer, Mr. Gbotosho admitted that if Mr. Rahman “insisted” on praying at work, Mr. Gbotosho would “terminate his service with Revival.” (Answer at 2. *See also* Tr. vol. 2, 251:16–252:2). Mr. Gbotosho also asserted directly to the Bureau that Mr. Rahman’s religious practices would not be permitted, stating in a September 13, 2023 email to the Bureau that “I am not going to hold office . . . for anyone to perform religious doctrine. If that staff insists that is what he wants to do, I will ask him to go.” (Pet. Ex. 7 at CCHR 000256; Tr. vol. 2, 252:12–25, 254:1–4).

⁷ Citations to “Termination Ltr.” refer to the November 27, 2018 Termination of Employment Letter from Respondent Revival to Mr. Rahman, entered into the trial record as Petitioner Exhibit 1.

D. Impacts of Termination on Mr. Rahman

1. Physical and Emotional Effects

Following his termination on November 27, 2018, Mr. Rahman was distressed, ashamed, and humiliated. (Tr. vol. 1, 84:1–3, 97:5–8; Tr. vol. 2, 150:1–2, 151:4–12). This was his first job in his professional field in the United States. (Tr. vol. 2, 150:3–13). On the day of his termination, Mr. Rahman cried when telling his wife what happened, which was the first time she had ever seen him cry. (*Id.* at 151:4–12). He was so ashamed that he had difficulty facing his family, with whom he lived. (*See id.* at 152:4–20; Tr. vol. 1, 97:23–98:7). He had trouble eating and did not sleep for days. (Tr. vol. 2, 152:21–153:3; Tr. vol. 1, 96:12–17). His wife testified that he was depressed and that “I would see him awake [instead of sleeping], and he would just constantly talk about [the termination].” (Tr. vol. 2, 152:21–153:3). Similarly, Mr. Rahman testified that “I know something’s not normal [with me], because as a Muslim, you shouldn’t be afraid to pray in front of people or, you know, in our workplace also,” but that he remained afraid that a future employer would fire him for his religion. (Tr. vol. 1, 95:24–96:11).

This experience has altered how Mr. Rahman approaches his career and new job opportunities. He remains fearful of being fired for praying at work. (*Id.* at 95:16–20). Mr. Rahman continues to omit his employment with Revival from his resume due to his humiliating experience and termination. (*Id.* at 98:23–99:2). With every new job prospect and job interview, Mr. Rahman worries about whether he should inform potential employers about his religious identity and prayer practice, and whether sharing these details would impact his employment. (Tr. vol. 2, 155:11–156:2).

The termination from Revival also deeply impacted Mr. Rahman’s relationship with his religion and prayer practices. After his firing, Mr. Rahman began to view his prayer practice as a problem that causes trouble in the workplace. (*Id.* at 153:4–10). He has not brought a prayer rug to any workplace since his termination. (*Id.* at 154:3–10; Tr. vol. 1, 98:12–19). After his time with Revival, if Mr. Rahman was unable to leave work to go to a nearby mosque, he would rush to pray quickly and in a seated position, afraid that if he stood, his tall stature would make his praying more noticeable to anyone passing by, despite the fact that his religious practices call for individuals to stand while praying if they are physically able. (Tr. vol. 1, 95:6–13). Mr. Rahman has also limited the scope of his search for job opportunities to locations that are near a mosque so that he can leave his workplace and hopefully pray in peace without compromising his job security. (*See* Tr. vol. 2, 154:11–24, 156:3–12). Mr. Rahman has turned down more stable and higher-paying opportunities located further from a mosque because of his devastating experience with Revival. (*See id.*) He currently works near a mosque where he prays daily. (*Id.* at 154:3–10, 156:3–8).

Ms. Khan testified that, at the time of trial, her husband was still affected by what had happened to him at Revival. (*Id.*) Similarly, Mr. Rahman testified that “it’s actually interfering [with] my mental peace” and “that incident, still is impacting me.” (Tr. vol. 1, 95:14–23).

2. Financial Impact and Efforts to Secure New Employment

Upon his termination, Mr. Rahman was eager to regain employment and stability, so he began searching for a new job within two days. (Tr. vol. 1, 85:10–15; Job Search Docs.⁸ at CCHR 000264). By December 8, 2018, Mr. Rahman secured a per diem role with Rehab Alternatives, a placement agency for physical therapy professionals. (*See* Job Search Docs. at CCHR 000273; Tr. vol. 1, 99:7–9). In this role, Mr. Rahman earned \$32 per hour (Tr. vol. 1, 99:14–17), but his schedule was unpredictable and inconsistent (*id.* at 99:10–13, 99:25–100:5). For about the first seven months of working with Rehab Alternatives, Mr. Rahman worked approximately twenty-five to thirty hours a week. (*Id.*) This was less than the thirty-five or more hours per week he would have worked as a full-time employee at Revival. (*Id.* at 85:19–24, 99:18–20, 99:25–100:5, 137:7–13). Eventually, Mr. Rahman obtained more regular hours at Rehab Alternatives. (*Id.* at 85:25–86:5).

Around November 25, 2019, a year after his termination from Revival, Mr. Rahman secured full-time employment at Regal Care, another physical therapy placement agency. (Job Search Docs. at CCHR 000276, CCHR 000298). At Regal Care, he earned \$31.50 per hour. (Pet. Ex. 10; Tr. vol. 1, 101:20–21). Mr. Rahman worked for Regal Care for approximately two and a half years until June 2022, when he returned to Rehab Alternatives, where he continues to be employed. (Tr. vol. 1, 102:15–103:5).

IV. DISCUSSION

A. Legal Standard

The City Human Rights Law “shall be construed liberally for the accomplishment of the uniquely broad and remedial purposes thereof, regardless of whether federal or New York state civil and human rights laws, including those laws with provisions worded comparably to provisions of [the NYCHRL], have been so construed.” N.Y.C. Admin. Code § 8-130(a). Pursuant to the Local Civil Rights Restoration Act of 2005, “[i]nterpretations of New York state or federal statutes with similar wording may be used to aid in interpretation of the [NYCHRL], viewing similarly worded provisions of federal and state civil rights laws as a floor below which the [NYCHRL] cannot fall, rather than a ceiling above which the local law cannot rise.” Local Law No. 85 § 1 (2005). *See also* Local Law No. 35 § 1 (2016).

Additionally, “case law interpreting analogous anti-discrimination statutes under state and federal law, though perhaps persuasive, is not precedential in the interpretation of the NYCHRL.” *Comm’n on Human Rights ex rel. Ondaan v. Lysius*, OATH Index No. 2801/18,

⁸ Citations to “Job Search Docs.” refer to a compilation of documents related to Mr. Rahman’s post-termination job search, entered into the trial record as Petitioner Exhibit 8.

Comm’n Dec. & Order, 2020 WL 7212457, at *6 (Nov. 24, 2020) (citing *Albunio v. City of New York*, 23 N.Y.3d 65, 73 n.5 (Apr. 3, 2014) (“The New York City Council’s 2005 amendment to the NYCHRL was, in part, an effort to emphasize the broader remedial scope of the NYCHRL in comparison with its state and federal counterparts and, therefore, to curtail courts’ reliance on case law interpreting textually analogous state and federal statutes.”)).

B. Revival Discriminated Against Mr. Rahman by Terminating Him Because of His Religion in Violation of Section 8-107(1)

The NYCHRL prohibits employers from discriminating against an employee “in the compensation, or in the terms, conditions, and privileges of their employment” because of that employee’s religion. N.Y.C. Admin. Code § 8-107(1).⁹ That Respondent was an employer, and Mr. Rahman was Respondent’s employee, is not in dispute. (*See, e.g.*, Resp. Post-Trial Br. at 1, 4–9, 12–13).

Religious discrimination under Section 8-107(1) of the NYCHRL requires a showing that an employee: “(1) is a member of a protected class; (2) is qualified for the position; (3) suffered an adverse employment action; and that (4) the adverse employment action occurred under circumstances giving rise to an inference of discrimination.” *Alhaj v. New York City Health & Hosps. Corp.*, 177 N.Y.S.3d 433, 447 (Sup. Ct. 2022). *See also Rollins v. Fencers Club, Inc.*, 128 A.D.3d 401, 401 (1st Dep’t 2015); *Melman v. Montefiore Med. Ctr.*, 98 A.D.3d 107, 113–114 (1st Dep’t 2012) (citing *Forrest v. Jewish Guild for the Blind*, 3 N.Y.3d 295, 305 (2004)).

There is no dispute here that Mr. Rahman, a practicing Muslim, is a member of a protected class, that he was qualified for his position, and that he was terminated. (*See* Resp. Post-Trial Br. at 14; R&R at 8).

Once the Bureau makes a *prima facie* case of discrimination, the burden shifts to the employer, who must offer “legitimate, independent, and nondiscriminatory reasons to support its actions.” *Comm’n on Human Rights ex rel. Fernandez v. Gil’s Collision Services Inc. d/b/a D & R Collision Corp.*, OATH Index No. 1245/19, Comm’n Dec. & Order, 2023 WL 3974499, at *13 (May 31, 2023) (quoting *Comm’n on Human Rights ex rel. Martinez v. Joseph “J.P.” Musso Home Improvement*, OATH Index No. 2167/14, Comm’n Dec. & Order, 2017 WL 4510797, at *5 (Sep. 29, 2017)) (internal citations omitted). If the employer meets this burden, the Bureau must prove that the proffered reason is merely a pretext for discrimination or “show that

⁹ Under the City Human Rights Law, it is illegal for employers, their agents, or their employees, “because of the . . . creed . . . of any person, to refuse to hire or employ or to bar or to discharge from employment such person or to discriminate against such person in compensation or in terms, conditions or privileges of employment.” N.Y.C. Admin. Code § 8-107(1). Although the NYCHRL does not use the term “religion” in this section, New York courts interpret “creed” as being interchangeable with “religion.” *See, e.g., Kaptan v. Danchig*, 19 A.D.3d 456, 457 (2d Dep’t 2005) (reinstating religious discrimination claim under Section 8-107(1) of the NYCHRL).

discrimination was just one of the motivations for the conduct.” *Bennett v. Health Mgmt. Sys., Inc.*, 92 A.D.3d 29, 40 (1st Dep’t 2011). *See Melman*, 98 A.D.3d at 127.

In this instance, it is clear that Respondent’s discovery that Mr. Rahman was praying at work was the but-for cause of Mr. Rahman’s abrupt termination. While Respondent proffered a potential legitimate, non-discriminatory rationale (that patient volume was not sufficient to justify Mr. Rahman’s continued employment), there was no evidence that Revival intended to terminate Mr. Rahman’s employment prior to the discovery of his religion. While Judge Rodriguez determined that there was evidence in the record that could support the existence of a business reason to reduce staffing at Revival by half a staff member (i.e., replacing Mr. Rahman’s full-time position with a part-time one), the direct and circumstantial evidence in the record makes clear that the precipitating event for Mr. Rahman’s termination was Respondent’s discovery that Mr. Rahman prayed at work.

With respect to direct evidence, as set forth above, Respondent made repeated statements directly to the Bureau to the effect that it would not permit anyone, including specifically Mr. Rahman, to remain employed at Respondent’s workplace if they prayed on the premises. While Mrs. Gbotosho disputes that she knew that the rug was a prayer rug, and Mr. Gbotosho denies calling Mr. Rahman’s supervisor to verify that he was in fact praying at work, both of their testimonies are rife with issues that undermine their credibility, particularly in light of Mr. Gbotosho’s direct statements to the Bureau.

With respect to circumstantial evidence, it is undisputed that Mr. Rahman was fired one day after Mrs. Gbotosho discovered that his prayer rug was in the back room of the office. Temporal proximity of this type provides circumstantial evidence of both the motivation for the termination and the causal connection between the discovery of an employee’s religion and their termination. *See Sands v. Community Res.*, No. 103407/05, 2007 WL 4152120, at *2 (N.Y. Sup. Ct. Oct. 5, 2007) (finding that plaintiff established a *prima facie* case of discrimination, sufficient to survive summary dismissal, by asserting that she was terminated immediately after taking two days off to observe Rosh Hashanah); *Comm’n Human Rights ex rel. Chen v. NOC Constr. Inc.*, OATH Index No. 1011/11, Comm’n Dec. & Order, 2011 WL 7809916, at *2 (June 26, 2011) (finding gender-based discrimination where complainant was terminated twenty-four hours after she revealed her plans to have children to her employer); *see also Lovejoy-Wilson v. NOCO Motor Fuel, Inc.*, 263 F.3d 208, 224 (2d Cir. 2001) (stating that a causal connection “can be established indirectly by showing that the protected activity was closely followed in time by the adverse action” (internal citation omitted)); *Conley v. UPS*, 88 F. Supp. 2d 16, 21 (E.D.N.Y. 2000) (causal connection can be shown by protected activity that is closely followed in time by adverse treatment, thus satisfying element of *prima facie* case in retaliation claim); *Cazares*, 2025 WL 897951, at *10 (“The material changes in Cazares’ work environment and responsibilities occurred soon after Respondent Deng learned of Cazares’ pregnancy, evincing a link between the changes and her protected category.”).

The Gbotoshos' own testimony provides further circumstantial evidence of the pretextual nature of their proffered rationale. For example, while they both claimed non-credibly to have had no knowledge of Mr. Rahman's prayer practices, more credible evidence contradicts those claims. (See R&R at 15 ("That the Gbotoshos were not credible about their knowledge of Mr. Rahman's prayer practice strongly suggests a consciousness of guilt and thereby supports an inference of guilt in this matter. The evidence shows that they crafted a narrative about the events leading to Mr. Rahman's termination, one designed to avoid any appearance of discriminatory motivation.")). Moreover, for the supposed business justification to have been true, it would have had to be the case that within a twenty-four hour period after discovering Mr. Rahman's prayer practices, the concern about patient volume rose to such a level of severity that required immediate action and the immediate drafting of a termination notice, despite Mr. Gbotosho having told Mr. Rahman earlier that very day that everything was fine. (Tr. vol. 1, 79:19–22; Tr. vol. 3, 322:13–25, 323:1–3). Thus, the Commission finds that Mr. Rahman's November 27, 2018 termination would not have taken place if it were not for the Gbotoshos' discovery of Mr. Rahman's religious practices.

While Judge Rodriguez found that Respondent's proffered non-discriminatory explanation for Mr. Rahman's termination was not contradicted by evidence in the record, insofar as one could determine that the business did not require as many staff members as it had, this is not the same as finding that this was a legitimate, non-discriminatory rationale for the termination. The substantial direct and circumstantial evidence of motive and causation, as well as substantial credibility issues with the Gbotoshos' testimony, is sufficient to determine that the proffered explanation concerning patient volume is mere pretext. To determine that an employer's proffered reasoning is pretextual, one need not counter every factual representation made, but can instead, based on the evidence on record, determine that the discrimination was, in fact, the but-for cause of the termination. *See, e.g., Bostock v. Clayton Cnty.*, 590 U.S. 644, 656 (2020) (stating in an analysis of Title VII discrimination that but-for causation is "established whenever a particular outcome would not have happened 'but for' the purported cause . . . a but-for test directs us to change one thing at a time and see if the outcome changes. If it does, we have found a but-for cause." (internal citation omitted)).

While the Commission finds here that Respondent's rationale for Mr. Rahman's termination was pretextual and that discrimination was the cause of Mr. Rahman's termination, this disagreement with Judge Rodriguez does not alter the ultimate finding of liability in this case. As Judge Rodriguez aptly explained in the R&R, even if there were a legitimate, non-discriminatory motivation for Mr. Rahman's termination, the fact that religious discrimination was *also* a motivating factor for the termination means Respondent is nevertheless liable, as Judge Rodriguez found. (R&R at 11). Under the City Human Rights Law, this is sufficient for a finding of liability and an award of compensatory damages. (See R&R at 11–12). *See also Bennett*, 92 A.D.3d at 40; *Melman*, 98 A.D.3d at 127.

Accordingly, Respondent is liable for discriminating against Mr. Rahman on the basis of his religion.

The Bureau also asks the Commission to find that Respondent failed to accommodate Mr. Rahman and to engage in a cooperative dialogue with him. While the City Human Rights Law does require such accommodation and dialogue, it is irrelevant here because Mr. Rahman was fired merely for having ever prayed at work. Mr. Rahman experienced disparate treatment—he was fired because he is a Muslim whose religious practices involve praying during the workday—rather than because Mr. Rahman’s religious practices conflicted with some workplace policy of Respondent’s which Respondent then refused to adjust.

Nevertheless, it is worth noting that the City Human Rights Law does require employers to provide reasonable accommodations to permit an employee to freely and fairly practice their religions at work, including by providing adjustments to policies and practices where doing so does not constitute an undue burden on the workplace. The “cooperative dialogue” requirement in the NYCHRL, N.Y.C. Admin. Code § 8-107(28), exists to ensure that when an employer discovers or has reason to know that an employee might require such accommodation, that employer proactively¹⁰ seeks to engage in a “cooperative dialogue” with the employee to determine the employee’s needs and what accommodations, if any, could or should be made to permit that employee to fully and fairly practice their religion. Where an employer fails to do so, and that has some adverse impact on the employee, the employer has engaged in an unlawful discriminatory practice under the NYCHRL. *See* N.Y.C. Admin. Code § 8-107(3). This requirement ensures that employers and employees are engaging in good faith dialogue early on, to help avoid unlawful conduct by the employer and adverse consequences to an employee before they can occur.

Thus, while it is technically true that no reasonable accommodation was provided and no cooperative dialogue occurred, the reality is that Respondents discriminated against Mr. Rahman because of the mere fact of his religion and religious practices. Mr. Rahman was terminated because he is a Muslim and he prayed at work, not because Respondent claimed that Mr. Rahman’s prayer practice had any impact on Respondent’s business or affected Mr. Rahman’s ability to carry out his assigned tasks to the best of his abilities.

That being said, Respondents are liable for Mr. Rahman’s discriminatory termination in any event.¹¹

¹⁰ Under Section 8-107(28) of the NYCHRL, employers are required to engage in a cooperative dialogue “within a reasonable time with a person who has requested an accommodation or who the covered entity has notice may require such an accommodation.”

¹¹ In this case, damages would not be increased by any potential failure to provide a reasonable accommodation or failure to engage in a cooperative dialogue. The Commission does not discount that a situation could arise wherein

C. Credibility Determinations and “Double Hearsay”

Judge Rodriguez found, and the Commission agrees, that the testimonies of Mr. and Mrs. Gbotosho were not credible, and the steps they took to create a narrative to avoid blame “strongly suggest[] a consciousness of guilt.” (R&R at 15).

Respondent takes issue with Judge Rodriguez’s finding that Mr. and Mrs. Gbotosho asked Ms. Occiano on two separate occasions whether Mr. Rahman was praying at work. That finding was based on the testimonies of Mr. Rahman and Ms. Khan about their conversations with Ms. Occiano. Respondent contends that this constitutes “double hearsay” and therefore cannot be relied upon. (*See* Resp. Comments at 1–2).

The Commission agrees with Judge Rodriguez that the credibility issues with Mr. and Mrs. Gbotosho’s testimonies, combined with the finding that Mr. Rahman and Ms. Khan’s testimonies were highly credible, undercut any hearsay concerns because there are “some objective circumstances demonstrating [the statements’] reliability.” (R&R at 13 (quoting *Transit Auth. v. Victor*, OATH Index No. 799/11, Rep. & Rec., at 4 (Mar. 3, 2011), *aff’d*, N.Y.C. Civ. Serv. Comm’n Item No. CD 11-52-A (Aug. 9, 2011))).

Moreover, even without testimony about Ms. Occiano’s statements, there is sufficient evidence in the record to conclude that Mr. Rahman’s termination was motivated and caused by discrimination, as noted above.

Accordingly, Respondent discriminated against Mr. Rahman on the basis of his religion when Revival terminated him the day after the business owner and office manager became aware that he prayed in the office, and Respondent is therefore required to pay full compensatory damages resulting from his termination.

V. DAMAGES, CIVIL PENALTIES, AND AFFIRMATIVE RELIEF

Where the Commission finds that respondents have engaged in an unlawful discriminatory practice, the NYCHRL authorizes the Commission to order respondents to cease and desist from such practices and take actions that effectuate the purposes of the NYCHRL, including “the extension of full, equal and unsegregated accommodations, advantages, facilities, and privileges.” N.Y.C. Admin. Code § 8-120(a)(5). The Commission may also award damages to complainants, *id.* § 8-120(a)(8), and impose civil penalties of up to \$125,000 per discriminatory act or up to \$250,000 per discriminatory act where the Commission determines that the unlawful conduct is willful, wanton, or malicious, *id.* § 8-126(a). *See also Fernandez*, 2023 WL 3974499, at *22–24 (issuing a \$250,000 civil penalty based on the “willful, egregious nature” of respondents’ NYCHRL violations); *Automatic Meter Reading Corp. v. New York City*,

separate claims of failure to engage in a cooperative dialogue and disparate treatment discrimination could conceivably give rise to separate or increased damages or penalties, but this is not such a case.

No. 162211/2015, 2019 WL 1475080, at *12 (N.Y. Sup. Ct. Feb. 28, 2019) (upholding \$250,000 civil penalty issued by the Commission upon a finding that respondent engaged in willful and wanton sexual harassment over a three-year period).

A. Compensatory Damages

“Compensatory damages, including emotional distress damages, are intended to redress a specific loss that the complainant suffered by reason of the respondent’s wrongful conduct.” *In re Comm’n on Human Rights ex rel. Howe v. Best Apartments*, OATH Index No. 2602/14, Comm’n Dec. & Order, 2016 WL 1050864, at *6–7 (Mar. 14, 2016) (citing *Vasquez v. N.Y.C. Dep’t of Educ.*, No. 11 Civ. 3674, 2015 WL 3619432, at *13 (S.D.N.Y. June 10, 2015) (citing *State Farm Mut. Auto. Ins. Co. v. Campbell*, 538 U.S. 408, 416 (2003))). To support an award of emotional distress damages, the record “must be sufficient to satisfy the Commissioner that the mental anguish does in fact exist, and that it was caused by the act of discrimination.” *Comm’n on Human Rights ex rel. Joo v. UBM Bldg. Maint. Inc.*, OATH Index No. 384/16, Comm’n Dec. & Order, 2018 WL 6978286, at *9 (Dec. 20, 2018) (citing *Howe*, 2016 WL 1050864, at *6). “An award for compensatory damages may be premised on the complainant’s credible testimony alone,” or other evidence including testimony from other witnesses, circumstantial evidence, and objective indicators of harm, such as medical evidence. *See Comm’n on Human Rights ex rel. Agosto v. American Constr. Assocs.*, OATH Index No. 1964/15, Comm’n Dec. & Order, 2017 WL 1335244, at *7 (Apr. 5, 2017) (collecting cases). The NYCHRL places no limitation on the size of compensatory damages awards, *see* N.Y.C. Admin. Code § 8-120(a)(8), and courts have consistently recognized the Commission’s “special experience in weighing the merit and value of mental anguish claims.” *Automatic Meter Reading Corp.*, 2019 WL 1475080, at *10 (quoting *Matter of Cutri v. Comm’n on Human Rights*, 113 A.D.3d 608, 608 (2d Dep’t 2014)). In assessing compensatory damages in a particular case, the Commission evaluates the nature of the violation, the amount of harm indicated by the evidentiary record, and awards that have been issued for similar harms. *In re Comm’n on Human Rights ex rel. Nieves v. Rojas*, OATH Index No. 2153/17, Comm’n Dec. & Order, 2019 WL 2252369, at *6 (May 16, 2019) (citing *In re Sch. Bd. of Educ. of the Chapel of the Redeemer Lutheran Church v. N.Y.C. Comm’n on Human Rights*, 188 A.D.2d 653, 654 (2d Dep’t 1992)).

i. Mr. Rahman is Entitled to \$10,300.50 in Back Pay Plus Interest

The Commission finds that Mr. Rahman is entitled to \$10,300.50 in back pay plus nine percent interest up to the issue date of this Decision and Order. As an initial matter, the Commission agrees with the R&R’s approach to calculating back pay, which took into account that (1) Mr. Rahman began looking for a job within days of the November 27, 2018 termination, (2) he was able to begin working a new job at Rehab Alternatives with fluctuating hours on December 8, 2018, and (3) he eventually attained comparable full-time employment at Regal Care beginning on November 25, 2019. (*See* R&R at 17).

However, the Commission calculates the back pay award to be \$10,300.50, rather than the \$6,850 recommended in the R&R. The reason for this difference is that Judge Rodriguez used a seven-hour workday for calculating Mr. Rahman's backpay instead of using Mr. Rahman's seven-and-a-half-hour workday. As noted in the R&R and raised by the Bureau in its comments, Mr. Rahman worked approximately seven-and-a-half-hours each day while he was employed by Revival. (*Id.* See also Pet. Comments¹² at 8 (citing Pet. Ex. 17 (Respondent payroll records showing that Mr. Rahman worked approximately seventy-five hours per biweekly pay period))). Thus, the Commission calculates \$10,300.50 in back pay as follows: \$1,740¹³ for the period between November 28, 2018 (the day after Mr. Rahman's termination) through December 7, 2018 (Mr. Rahman's last day before beginning per diem employment at Rehab Alternatives); plus \$69¹⁴ for the period from December 8, 2018 through December 31, 2018; plus \$8,491.50¹⁵ for the approximately forty-six week period from January 1, 2019 through November 22, 2019 (Mr. Rahman's last day at Rehab Alternatives, prior to beginning comparable full-time employment at Regal Care).

Interest on a back pay award "should be calculated from an intermediate date between the date of [termination] and the date of judgment at New York's statutory rate of interest, nine percent per annum." *Fernandez*, 2023 WL 3974499, at *18 (quoting *Martinez*, 2017 WL 4510797, at *2 (quoting *Comm'n on Human Rights ex rel. Cardenas v. Automatic Meter Reading Corp.*, OATH Index No. 1240/13, Comm'n Dec. & Order, 2015 WL 7260567, at *12 (Oct. 28, 2015) (citing CPLR § 5004))); see also *Argyle Realty Assocs. v. N.Y. State Div. of Hum. Rts.*, 882 N.Y.S.2d 458, 468 (2d Dep't 2009). The Commission uses September 30, 2022 as the intermediate date between the date of termination, November 27, 2018, and the date of this Decision and Order. Applying a simple annual interest rate of nine percent to a principal amount of \$10,300.50 for the period of September 30, 2022 through August 3, 2026 (or a period of approximately 3.84 years) produces a total predetermination interest amount of \$3,559.85.

Accordingly, the Commission orders Respondent to pay the total amount of \$13,860.35 in backpay plus interest to Mr. Rahman.

¹² Citations to "Pet. Comments" refer to the Bureau's comments on the May 22, 2025 Report and Recommendation, filed with the Commission via email on July 21, 2025.

¹³ \$29 per hour, Mr. Rahman's rate of pay at Revival (Tr. vol. 1, 43; Pet. Ex. 23), multiplied by 7.5 hours per day multiplied by the 8 days that Revival was open and Mr. Rahman would have worked for that time period yields a total of \$1,740.

¹⁴ (See R&R at 17–18 (comparing what Mr. Rahman would have earned while employed at Revival for that time period with what he actually earned at Rehab Alternatives)).

¹⁵ Mr. Rahman would have earned \$50,025 at Revival for the stated time period (\$29 per hour multiplied by 7.5 hours per day multiplied by 5 days Revival was typically open per week (see R&R at 4 n.1) multiplied by 46 weeks). Mr. Rahman earned \$41,533.50 at Rehab Alternatives for this time period. (Pet. Ex. 9; Tr. vol. 1, 100:13–20). \$50,025 minus \$41,533.50 equals \$8,491.50.

ii. Mr. Rahman is Entitled to \$125,000 in Emotional Distress Damages

The Commission finds that Mr. Rahman is also entitled to an award of \$125,000 in emotional distress damages.

Mr. Rahman and Ms. Khan credibly testified about how Revival's discriminatory behavior caused Mr. Rahman tremendous emotional harm. This was the first job Mr. Rahman was able to attain in his field of practice and expertise after immigrating to the United States, and he was moved to tears upon being terminated. Mr. Rahman expressed feelings of shame and humiliation and could not take part in the basic life sustaining activities of eating and sleeping due to the Gbotoshos' sudden unlawful termination of his employment. Compounding the negative impact, Mr. Rahman was fired at a time when his family was already dealing with financial difficulties and health challenges. (Tr. vol. 2, 148:2–11). Mr. Rahman continues to be impacted by Revival's actions as he navigates his career, and he continues to worry that his religion and religious practices may harm his employment prospects again in the future. His ability to feel comfortable exercising his religion while maintaining employment and supporting his family has been tremendously diminished, as he no longer brings his prayer rug to work and aims to hide his practices by praying quickly and avoiding as much as possible the prayer posture his religious practice calls for. This has also impacted his job options and limited his economic opportunity because Mr. Rahman has turned down higher paying roles to ensure that he works near a mosque since he continues to be afraid to practice his religion at work.

The devastating emotional harm and continued impacts on Mr. Rahman's religious practices that stem from Revival's discriminatory treatment support a significant emotional distress damages award. As a result, the Commission finds that an emotional distress damages award of \$125,000 is appropriate here given the nature of the discrimination in question and the impact of that discrimination on Mr. Rahman. *See, e.g., Lore v. City of Syracuse*, 670 F.3d 127, 177 (2d Cir. 2012) (noting that the Second Circuit has affirmed emotional distress damages awards of \$125,000 in discrimination cases where the evidence "consisted only of 'testimony establishing shock, nightmares, sleeplessness, humiliation, and other subjective distress'"); *Saber v. N.Y. State Dep't of Fin. Servs.*, No. 15 CIV. 5944 (LGS), 2018 WL 3491695, at *13 (S.D.N.Y. July 20, 2018) (finding \$125,000 to be the appropriate emotional distress damages award for a plaintiff who experienced workplace discrimination due to his national origin and where the evidence of emotional distress was based solely on testimony from him and his wife that he felt embarrassed, humiliated, and very uncomfortable because of the discrimination), *aff'd*, 771 F. App'x 48 (2d Cir. 2019) (summary order); *Duarte v. St. Barnabas Hosp.*, 341 F. Supp. 3d 306, 324 (S.D.N.Y. 2018) (finding an award of \$125,000 in emotional distress damages appropriate where employee who was discriminated against testified to experiencing, *inter alia*, anxiety, sleeplessness, and loss of self-esteem).

For these reasons, the record supports an emotional distress damages award of \$125,000 to Mr. Rahman.

B. Civil Penalties

In assessing whether the imposition of civil penalties will vindicate the public interest, the Commission may consider several factors, including, but not limited to: (1) respondents' financial resources; (2) the sophistication of respondents' enterprise; (3) respondents' size; (4) the willfulness of the violation; and (5) the impact on the public of issuing civil penalties. *Joo*, 2018 WL 6978286, at *10 (collecting cases). The Commission also considers the extent to which respondents cooperated with the Bureau's investigation and with the proceedings at OATH, as well as the amount of remedial action that respondents may have already undertaken. *Agosto*, 2017 WL 1335244, at *11 (collecting cases).

The Commission adopts Judge Rodriguez's proposed civil penalty amount, and orders Respondent to pay a civil penalty of \$50,000.¹⁶ Respondent operates five physical therapy offices in New York City with thirty employees (Pet. Exs. 5, 6, 19), and it fired Mr. Rahman one day after learning that he was using a prayer rug to pray at work during his breaks. Even after a complaint of discrimination was filed with the Bureau, Mr. Gbotosho doubled down on his insistence that Mr. Rahman would not be permitted to pray at work, stating in Respondent's Answer that if Mr. Rahman "insisted" on praying at work, Mr. Gbotosho would "terminate his service with Revival" (Answer at 2; *see also* Tr. vol. 2, 251:16–252:2), and asserting in a September 13, 2023 email to the Bureau that "I am not going to hold office . . . for anyone to perform religious doctrine. If that staff insists that is what he wants to do, I will ask him to go" (Pet. Ex. 7 at CCHR 000256; Tr. vol. 2, 252:12–25, 254:1–4). Combined with the fact that Revival has taken no remedial action, these statements display the blatant and willful nature of Revival's violation, warranting a \$50,000 civil penalty. *See, e.g., Comm'n on Human Rights ex rel. Colon v. Lewis*, OATH Index No. 330/19, Comm'n Dec. & Order, 2026 WL 451716, at *13 (Jan. 27, 2026) (ordering a \$100,000 civil penalty against a housing provider that owned two buildings comprising seven housing units for willfully discriminating against a tenant on the basis of national origin). In addition, given that Respondent operates multiple locations in various boroughs with dozens of employees, it is in the public interest to ensure accountability for Respondent's discriminatory firing of Mr. Rahman because he is Muslim. *See, e.g., Marquez*, 2025 WL 3085471, at *6 (\$60,000 civil penalty assessed for NYCHRL violations against an employer with eight store locations); *Cazares*, 2025 WL 897951, at *4, 15–16 (\$50,000 civil penalty assessed for NYCHRL violations against an employer with two store locations). Notwithstanding, Respondent was largely cooperative with the investigation, weighing in favor of a civil penalty below the maximum allowed under the NYCHRL. Accordingly, the Commission orders Respondent to pay a \$50,000 civil penalty.

¹⁶ An upward adjustment of the recommended \$50,000 penalty amount could be appropriate based on the circumstances of this case. But since the Bureau and Mr. Rahman requested a civil penalty of \$50,000, the Commission adopts the R&R's recommendation.

C. Affirmative Relief

The City Human Rights Law authorizes the Commission to require that respondents undertake affirmative measures, including trainings, to prevent further discrimination. N.Y.C. Admin. Code § 8-120(a)(4). Accordingly, the Commission orders Respondent Revival, Mr. Gbotosho, and Mrs. Gbotosho to do the following:

1. Attend a “Human Rights Law Overview” training provided by the Commission;
2. Establish written anti-discrimination and accommodation policies in accordance with the NYCHRL and post such policies in all Revival offices; and
3. Directly distribute its NYCHRL-compliant anti-discrimination and accommodation policies to each of Respondent’s current employees, agents, and independent contractors as well as to all future employees, agents, and independent contractors at the start of their employment for a period of five (5) years.

VI. CONCLUSION

FOR THE REASONS DISCUSSED HEREIN, IT IS HEREBY ORDERED that no later than sixty (60) calendar days after service of this Order, Respondent pays Mr. Rahman a total of \$138,860.35 (comprised of \$10,300.50 in back pay, \$3,559.85 in predetermination interest, and \$125,000 in emotional distress damages) by sending to the New York City Commission on Human Rights, 22 Reade Street, 2nd Floor, New York, New York 10007, Attn: Monitoring Clerk, a bank certified or business check made payable to MD Sanaur Rahman, including a written reference to OATH Index No. 1796/24.

IT IS FURTHER ORDERED that no later than sixty (60) calendar days after service of this Order, Respondent pays a civil penalty of \$50,000 to the City of New York by sending to the New York City Commission on Human Rights, 22 Reade Street, 2nd Floor, New York, New York 10007, Attn: Monitoring Clerk, a bank certified or business check made payable to the New York City Department of Finance, including a written reference to OATH Index No. 1796/24.

IT IS FURTHER ORDERED that no later than sixty (60) calendar days after service of this Order, Olatunji Gbotosho and Kikelomo Gbotosho must arrange for themselves and all employees, agents, and independent contractors of Revival Physical Therapy & Rehabilitation Services to attend the Commission’s “Human Rights Law Overview” training. The trainings can be arranged by emailing trainings@cchr.nyc.gov. Respondent shall provide proof of attendance to the Monitoring Clerk no later than seven (7) calendar days after completion of each training at monitoring@cchr.nyc.gov.

IT IS FURTHER ORDERED that no later than sixty (60) calendar days after service of this Order, Respondent creates a written anti-discrimination policy to inform all of Respondent’s employees, agents, and independent contractors about their obligations under the NYCHRL, as well as a reasonable accommodation policy and process for employees to request accommodations and timelines for obtaining decisions on their requests. No later than sixty (60)

calendar days after service of this Order, the policies must be provided as an electronic copy to the Commission's Monitoring Clerk at monitoring@cchr.nyc.gov, including written reference to OATH Index No. 1796/24, whereupon the Commission will review the policies to ensure they comply with the New York City Human Rights Law. No later than thirty (30) calendar days after approval by the Commission, Respondent is ordered to distribute the written anti-discrimination policy to all of Respondent's current employees, agents, and independent contractors. Moreover, for a period of five (5) years after the Commission approves the policies, Respondent is ordered to distribute the written anti-discrimination policy to all of Respondent's future employees, agents, and independent contractors and post the reasonable accommodation policy in all of Respondent's locations, on Legal Size (8.5 x 14 inch) paper, in a conspicuous location where it will be visible to employees.

Failure to comply with any of the foregoing provisions in a timely manner shall constitute non-compliance with a Commission order. In addition to civil penalties assessed against Respondent pursuant to this Order, Respondent shall pay a civil penalty of \$100 per day for every day the violation continues. N.Y.C. Admin. Code § 8-124. Furthermore, failure to abide by this Order may result in criminal penalties. *Id.* at § 8-129.

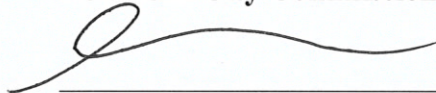
Civil penalties are paid to the general fund of the City of New York.

Dated: New York, New York

August 3, 2026

SO ORDERED:

New York City Commission on Human Rights



Christine Clarke
Commissioner/Chair