

Sundee Iyer, Director of the )  
New Jersey Division on Civil )  
Rights, )  
)  
COMPLAINANT, )  
)  
v. )  
)  
Advance Funding Partners/Same Day )  
Funding, Joseph Jurasic, and Victor )  
Milano, )  
)  
RESPONDENTS. )

**Administrative Action**

**FINDING OF PROBABLE CAUSE**

On February 9, 2023, ██████████ filed a verified complaint with the New Jersey Division on Civil Rights, alleging that Respondent Advance Funding Partners/Same Day Funding committed acts of unlawful discrimination based on race or color in violation of the New Jersey Law Against Discrimination (“LAD”), N.J.S.A. 10:5-1 to -50. On January 4, 2024, Sundee Iyer, Director of the New Jersey Division on Civil Rights, substituted as the Complainant in this matter and filed an amended complaint against Respondents Advance Funding Partners/Same Day Funding, Joseph Jurasic, and Victor Milano, alleging unlawful discrimination and retaliation in violation of the LAD. DCR’s investigation found as follows.

**SUMMARY OF INVESTIGATION**

Respondent Advance Funding Partners/Same Day Funding (“Advance Funding”) is a business that provides merchant cash advances, loans, consolidation programs, and other financial services to its clients, including small businesses. Advance Funding maintains a website at <http://advancefundsnetwork.com>. Advance Funding operates a place of business at 3200 Sunset Avenue, Ocean, New Jersey.

Upon information and belief, Respondent Joseph Jurasic is an owner, officer, and/or director of Respondent Advance Funding Partners/Same Day Funding, and resides in Ocean, New Jersey, or Wesley Chapel, FL. Respondent Jurasic supervised and managed ██████████ and other sales staff during ██████████ employment with Respondent Advance Funding.

Upon information and belief, Respondent Victor Milano worked as an employee or agent of Respondent Advance Funding, and resides in Freehold, New Jersey. Respondent Milano recruited ██████████ to Respondent Advance Funding and participated in supervising and managing ██████████ and other sales staff during ██████████ employment.

Complainant is the Director of the New Jersey Division on Civil Rights (“DCR”), the agency charged with enforcing the LAD on behalf of the Attorney General of New Jersey. Complainant Iyer brings this action in his official capacity.

In the amended verified complaint, Complainant alleged that Respondents (i) subjected ██████ and other members of the sales staff to a hostile work environment based on race and national origin; (ii) constructively discharged ██████; (iii) denied services to clients or potential clients based on race or national origin; (iv) directly or indirectly published, circulated, issued, displayed, or posted written or printed communications to the effect that clients or potential clients would be denied services based on their race or national origin; and (v) interfered with the ability of its employees, including ██████, to work in an environment free of bias and harassment. Complainant also alleged that Respondent Jurasic coerced, intimidated, threatened, or interfered with ██████ because he filed a verified complaint with DCR.

In their response to the amended verified complaint, Respondents Advance Funding and Jurasic denied the allegations in their entirety. Respondents stated that, as part of ██████ commission-based position as a sales representative, ██████ was required to bring in clients and fund deals. Respondents alleged that during ██████ three-week employment, he brought in two clients and funded two deals, but that both ultimately defaulted. Respondents asserted that ██████ performance was inadequate, and that he was consistently late, spent hours in the bathroom, and resigned without notice.

Respondents Advance Funding and Jurasic denied discriminating based on race or making any racial comments. Respondents asserted that, as a cash advance business, they collaborate directly with lenders and investors. Respondents stated the lenders’ and investors’ data history indicated that specific “Spanish people areas, Nigerians, . . . Armenians[,] and some other ethnicit[ies]” had a high rate of default and a high record of manipulated bank statements. Accordingly, Respondents asserted that investors and lenders prefer that Respondents do not work with individuals from those ethnic groups. Respondent Jurasic insisted that he is not a racist person and the lenders’ preference was the only reason individuals from those specifically identified ethnic groups were declined loans by Respondent Advance Funding.

In response to the amended verified complaint, Respondent Milano denied witnessing any discriminatory conduct. Milano alleged that he worked for Advance Funding from 2022 to 2023. Milano asserted that he was hired to recruit salespeople and noted that he was rarely in the office. Milano claimed that he was not in charge of or affiliated with Advance Funding’s management. Milano stated that ██████ was not successful in his position, and that the deals he brought in either fell apart or were “charge backs,” as the merchants failed to pay on the loans issued. Milano stated that he never received a commission on ██████ deals due to the “charge backs.” Milano also asserted that he had a professional working relationship with ██████ and believed that ██████ resigned his position as a salesman. Milano stated that he left his job with Advance Funding shortly after ██████ departure.

In an interview with DCR, ██████ explained that Advance Funding is a cash advance business that lends to small businesses that cannot secure traditional loans or lines of credit. As a

Sales Representative, ██████ would make “cold calls” in an effort to generate leads. ██████ described Advance Funding’s business as “shady,” noting that all sales calls were made from “burner” phones and were therefore untraceable. According to ██████, Advance Funding sales representatives would use different names when making calls, and the sales representative were not permitted to take home the scripts used during the calls.

██████ also told DCR that Respondents employed approximately twelve individuals, but only four worked in the office. ██████ stated that Jurassic communicated with employees primarily using a WhatsApp group chat titled “Advance Funding Group.” ██████ alleged that Respondents Jurassic and Milano posted numerous text and audio messages with racist memes, gifs, and slurs to the group chat, and specifically instructed sales representatives not to do business with “Chinese, African, and Spanish” clients.

DCR reviewed screenshots of the group chat and two audio files provided by ██████. One screenshot indicated that a telephone number belonging to Milano sent a message to the group stating “[s]tay away from the Chinese, African and...” Another screenshot showed Milano asking Jurassic if a potential client was a member of “one of the 3 groups you don’t like.” This appears to be a reference to the 3 purported groups – Spanish, Chinese, and African – that Jurassic stated are declined by lenders and investors. A third screenshot contained a link to a Daily Caller Twitter post stating that the White House Press Secretary has ended a press conference “after getting into a shouting match with an African reporter,” immediately followed by Milano stating “Joe always says no Spanish, no Chinese and no....”

Meanwhile, in one audio message sent to members of the Advance Funding Group on WhatsApp, Jurassic stated:

I tell you, no Chinese, no Africans, no Spanish. So today, what do we have? Chinese sends bullshit over, an African, ██████,<sup>1</sup> defaults. All in one day. Don’t waste your time on these races. Do not waste your time with the Chinese, with the Africans, and Spanish.

Approximately one month after filing his verified complaint with DCR, ██████ requested that DCR withdraw his complaint because he alleged that Jurassic contacted him via WhatsApp and threatened to take legal action against him for pursuing the complaint. ██████ provided DCR with a copy of that audio message where Jurassic stated:

I guess that little things that you tried to do with the Attorney General fucking came right back to in your face. I have an adopted Black daughter, you fucking idiot, and I’m Puerto Rican. I hope you got money because here comes a defamation character lawsuit on you.

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<sup>1</sup> DCR’s investigation found that ██████ is a nickname for Advance Funding employee ██████. During Jurassic’s interview with DCR, he explained that he and ██████ have an inside joke about the number of defaults “the Africans” have in a month.

DCR interviewed Jurassic. Jurassic began his interview by informing DCR that he follows guidelines established by the lenders he works with. Jurassic stated that the “industry” does not fund Armenians, specifically those located in California with marijuana fields, due to fictitious bank statements. Jurassic also stated that the “industry” does not fund non-American citizens because non-citizens are likely to take the money given and “take off.” He further noted that there was a template in Nigeria or Kenya where individuals from those countries were developing fictitious bank statements from Bank of America and Chase Bank. According to Jurassic, individuals from Nigeria and Kenya are automatically declined in the “industry.” Jurassic stated that in addition to following the industry standard, he will refuse to conduct business with people who are behind on child support obligations or people with criminal offenses against children.

However, later in Jurassic’s interview, he stated that none of his lenders have instructed him to refrain from doing business with any ethnic group, including individuals who are African, Chinese, or Spanish. Jurassic noted that “[i]t is my money” and that “I can choose whoever I want to loan it to.” Jurassic, who identifies as Puerto Rican, stated that he is against issuing loans to “Spanish people,” as “they” are disorganized. He then stated that he is not against loaning money to Spanish individuals but noted that there “are always problems” and claimed that about 70% of individuals within that ethnic group are not citizens. Jurassic asserted that the underwriting is done in English, there are no translators, and it is challenging to communicate with individuals who speak Spanish. Jurassic also stated that he “doesn’t have time for language barriers.” Jurassic then stated that a language barrier also tends to exist with Chinese prospective clients but has no issue to lending to English-speaking Chinese clients or prospective clients. Jurassic added that it is a waste of time and resources to “deal” with clients or potential clients that do not speak English. Jurassic reiterated that it is his money, and he can lend to whoever he wants. He added, however, that if the proper paperwork exists, the ethnicity of the applicant would not matter. He also noted that he has no issue lending to Black people and that his goddaughter is Black.

In his interview, Jurassic stated that Victor Milano is his best friend and was in the process of retiring when he began working for Advance Funding as a Recruiter. He stated that Milano’s messages in the WhatsApp group saying to stay away from certain ethnic groups was simply “Vic playing around” and was meant as a joke. Jurassic also stated that the three groups referenced in the messages referred to specific “industry types” which included escort services, restaurants making under \$20,000, and marijuana dealers that had opened within the last six months. Jurassic noted that these “industry types” are not issued loans. Jurassic maintained that the three groups referenced in the message did not refer to specific ethnic groups.

During his interview, Jurassic acknowledged the audio message he sent to [REDACTED]. Jurassic stated that, after speaking with an attorney, he was advised that he had a claim for defamation of character based on the emails [REDACTED] sent to his lenders as well as the complaint initiated by [REDACTED], naming him as a Respondent, with DCR.

In Milano’s interview with DCR, Milano stated he worked for Respondents Advance Funding and Jurassic for approximately ten months as a Recruiter. Milano stated that he worked behind the scenes recruiting workers and running Respondents’ Indeed platform. Milano described the workplace as a diverse environment comprised of people from all walks of life. Milano noted

that the best worker in the office was ██████, a Black male. Milano also stated he did not believe Jurassic had anything against people of different nationalities. He stated that Jurassic was looking for all avenues to make money and would not turn away anyone who could make him money.

Milano also told DCR that Advance Funding's WhatsApp chat group was likely comprised of both current and former employees. Milano confirmed that he was part of the chat group but was unsure about whether he sent the chat messages attached to his telephone number. Instead, Milano stated that it was possible another employee took his cellphone, which was not protected with a passcode, and sent the messages in the group chat. Milano hypothesized that individuals with fictitious bank documents came from China, Spain, and Africa, and it was for that reason that Jurassic wanted employees to be "extra careful." Milano added that Jurassic was cognizant of the information relayed by the lenders and ensuring employees were doing their due diligence. However, Milano did state that he did not participate in conversations between Jurassic and his lenders where applicants of certain ethnicities may have been discussed. Milano further stated that the comments in the group chat were likely employees engaging in banter and "just having some fun." Milano stated that his reference to the three groups in the chat was likely in reference to individuals of African, Chinese, and Spanish ethnic backgrounds.

As part of its investigation, DCR also interviewed former employee ██████. ██████ told DCR that he was employed by Advance Funding for three months approximately two years ago. He was hired by Jurassic to sell loan products. ██████ described the operation as "shady," noting that the company operated under two names and some employees did not use their first name when speaking with customers. ██████ recalled hearing that loan applications from certain groups of people do not clear, but he was unable to recall which groups or where he heard that statement. ██████ described Jurassic as "greedy" and stated that he would not turn down anyone if they made him money. Although he was in the WhatsApp group, ██████ did not recall whether Jurassic, Milano, or anyone else said to avoid prospective clients from certain ethnic backgrounds.

During its investigation, DCR issued a subpoena requesting that Respondents Advance Funding and Jurassic provide a list of all loan applicants from January 1, 2021 through the present, including information regarding the race and ethnicity of all applicants and the outcome of the application. The subpoena also requested all communications from applicants or potential clients inquiring about obtaining a loan from Advance Funding. In response to the subpoena, Jurassic asserted that Advance Funding "is no longer in operation and has ceased business activities since Sept[ember] of 2024." Jurassic also asserted that "all the data is destroyed and we no longer have access to any of that data"—notwithstanding the fact that Respondents were all advised at the outset of this investigation of their obligation to "retain and preserve all information, records, documents and evidence, including audio, video, emails, text messages and other electronically stored information, relevant to this complaint" until the "matter has been concluded."

## ANALYSIS

At the conclusion of an investigation, the DCR Director is required to determine whether "probable cause exists to credit the allegations of the verified complaint." N.J.A.C. 13:4-10.2(a). "Probable cause" for purposes of this analysis means a "reasonable ground of suspicion supported

by facts and circumstances strong enough in themselves to warrant a cautious person in the belief that the [LAD] has been violated.” N.J.A.C. 13:4-10.2(b). If DCR determines that probable cause exists, then the complaint will proceed to a hearing on the merits. N.J.A.C. 13:4-11.1(b).

A finding of probable cause is not an adjudication on the merits. Instead, it is merely an initial “culling-out process” in which the Director makes a threshold determination of “whether the matter should be brought to a halt or proceed to the next step on the road to an adjudication on the merits.” Frank v. Ivy Club, 228 N.J. Super. 40, 56 (App. Div. 1988), rev’d on other grounds, 120 N.J. 73 (1990), cert. den., 498 U.S. 1073. Thus, the “quantum of evidence required to establish probable cause is less than that required by a complainant in order to prevail on the merits.” Ibid.

Here, the evidence at this stage supports a reasonable ground of suspicion that Respondent Advance Funding violated the LAD by (i) denying services based on race, national origin, and nationality; (ii) retaliating against former employee ██████████ for filing a complaint with DCR alleging unlawful discrimination by Advance Funding; (iii) maintaining a hostile work environment; and (iv) constructively discharging ██████████. The evidence also supports a reasonable ground of suspicion that Respondent Jurasic violated the LAD by, and may be held personally liable for, (i) aiding and abetting Advance Funding’s denial of services based on race national origin, and nationality; (ii) aiding and abetting the maintenance of a hostile work environment; (iii) aiding and abetting Advance Funding’s constructive discharge of ██████████; (iv) retaliating against ██████████ for filing a complaint with DCR; and (v) interfering with employees’ right to a workplace free from discrimination. Finally, the evidence supports a reasonable ground of suspicion that Respondent Milano violated the LAD by (i) aiding and abetting Advance Funding’s denial of services based on race national origin, and nationality; and (ii) aiding and abetting Advance Funding’s maintenance of a hostile work environment.<sup>2</sup>

## **I. LAD Claims Against Respondent Advance Funding**

### **A. Denial of Services Based on Race, National Origin, and Nationality**

The LAD makes it unlawful for any place of public accommodation “directly or indirectly to refuse, withhold from or deny to any person any of the accommodations, advantages, facilities, or privileges thereof, or to discriminate against any person in the furnishing thereof,” on account of race, national origin, nationality, or other protected characteristics. N.J.S.A. 10:5-12(f)(1). This provision encompasses outright denials of service based on race, national origin, nationality, or other protected characteristic. As relevant here, it applies to lenders and financial institutions that make their services available to the general public, as Respondent Advance Funding does.

DCR’s investigation found sufficient evidence to support a reasonable ground of suspicion that Respondent Advance Funding has denied services to prospective or potential clients based on race, national origin, and nationality. Respondent Advance Funding and its owner, Joseph Jurasic, acknowledged to DCR that they maintained a policy of generally denying loans to certain Spanish,

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<sup>2</sup> Pursuant to N.J.A.C. 13:4-2.9, the Director amends the complaint to conform to the evidence and also includes violations of the LAD by Respondents Joseph Jurasic and Victor Milano.

African, and Chinese applicants. The existence of that policy was confirmed by the evidence reviewed by DCR, which demonstrated that Advance Funding’s sales staff members were repeatedly instructed not to do business with “Chinese, African, and Spanish” prospective clients. An audio recording Jurassic sent to employees expressly told them “no Chinese, no Africans, no Spanish,” and told them “[d]o not waste your time with the Chinese, with the Africans, and Spanish.” Other Advance Funding employees or agents also reiterated in writing that Jurassic “always says no Spanish, no Chinese and no [Africans],” and that employees should “[s]tay away from” these groups. That policy, moreover, was confirmed by credible testimony from former employee [REDACTED], who told DCR that Advance Funding specifically instructed sales representatives not to do business with “Chinese, African, and Spanish” prospective clients. Although Jurassic and Milano both claimed that Jurassic was weary of “those groups” because the “industry” would not fund loans made to “those groups,” there is no evidence to support that assertion. Quite the opposite: Jurassic himself expressly acknowledged in his interview with DCR that no lender had instructed him to refrain from doing business with any ethnic group, and he told DCR that “[i]t is my my money” and that “I can choose whoever I want to loan it to.”

Moreover, Jurassic himself told DCR that—in addition to Chinese, African, and Spanish prospective clients—he also would not generally lend to other individuals or groups of individuals based on race, national origin, or nationality. Jurassic told DCR, for instance, that he generally would not lend money to Armenians. He indicated that he did not loan money to non-U.S. citizens, because in his view non-citizens were likely to “take off” after being given a loan. And he told DCR that he would not lend to clients who did not speak English well. The evidence at this stage supports a reasonable ground of suspicion that these exclusions likewise discriminate based on race, national origin, or nationality in violation of the LAD.

To evaluate the impact of these exclusions, DCR sought to obtain data from Respondents Advance Funding and Jurassic regarding the number of prospective applicants who may have been denied funding based on Advance Funding’s policies. Jurassic, however, told DCR that Advance Funding had destroyed all of its data—even though Respondents were all advised at the start of this investigation that they were required to “retain and preserve all information, records, documents and evidence, including audio, video, emails, text messages and other electronically stored information, relevant to this complaint” until the “matter has been concluded.” Because of Advance Funding’s spoliation of relevant evidence, DCR takes an adverse inference against Advance Funding on the question whether they denied services in violation of the LAD.

Thus, at this threshold stage in the proceedings, the Division finds **PROBABLE CAUSE** to support the allegation that Respondent Advance Funding discriminated based on race, national origin, and nationality in violation of the LAD.

B. Retaliation

Consistent with its broad remedial purpose, the LAD prohibits retaliation against persons who engage in protected activity, including asserting an LAD violation, supporting someone who asserts an LAD violation, or refusing to engage in or condone discriminatory conduct. N.J.S.A. 10:5-12(d). The LAD’s anti-retaliation provision, an “essential aspect of the LAD,” “is broad and

pervasive, and must be seen as necessarily designed to promote the integrity of the underlying anti-discrimination policies of the [LAD] by protecting against reprisals ‘any person’ who has sought to protect his or her own rights not to be discriminated against.” Quinlan v. Curtiss-Wright Corp., 204 N.J. 239, 259 (2010) (quoting Craig v. Suburban Cablevision, Inc., 274 N.J. Super. 303, 310 (App. Div. 1994), *aff’d*, 140 N.J. 623 (1995)). The LAD prohibits doing anything to coerce, intimidate, threaten, or interfere with the rights of any individual because the individual filed a discrimination or harassment complaint under the LAD with DCR. N.J.S.A. 10:5-12(d); N.J.A.C. 13:4-12.1; *see also* Jamison v. Rockaway Bd. of Educ., 242 N.J. Super. 436 (App. Div. 1990).

Here, the evidence supports a reasonable ground of suspicion that Respondent Advance Funding retaliated against ██████ for filing a discrimination complaint with DCR. Shortly after ██████ filed a complaint with DCR, Jurasic, the owner of Advance Funding, sent ██████ an audio message calling the DCR complaint “that little thing that you tried to do with the Attorney General” and saying that it “fucking came right back in your face,” adding that “I hope you got money because here comes a defamation character lawsuit on you.” After receiving this message, and interpreting it as a threat, ██████ elected to withdraw his complaint with DCR and ultimately resigned. As such, there is sufficient evidence to support a finding of **PROBABLE CAUSE** with respect to the allegation that Advance Funding retaliated against ██████.

C. Hostile Work Environment

The LAD prohibits hostile environment harassment based on membership in a protected class. To establish a claim for hostile environment harassment, a complainant must show that the harassment “would not have occurred but for” a protected characteristic, and that the harassment was “severe or pervasive enough” to make a reasonable person of that protected characteristic believe that “the conditions of employment are altered and the working environment is hostile or abusive.” Lehmann v. Toys ‘R’ Us, Inc., 132 N.J. 587, 603-604 (1993) (emphasis omitted). In determining whether harassment is severe or pervasive, a fact-finder must consider “the cumulative effect of the various incidents, bearing in mind that each successive episode has its predecessors, that the impact of the separate incidents may accumulate and that the work environment created may exceed the sum of the individual episodes.” *Id.* at 607. While the cumulative effect of biased-based hostility may give rise to a finding of severe or pervasive discrimination, a racially hostile work environment may also be found where a single racial epithet is uttered by a supervisor. Taylor v. Metzger, 152 N.J. 490, 498 (1998). An employer is liable for a “supervisor’s conduct in creating a hostile work environment” when the supervisor is “acting within the scope of [their] employment.” Lehmann, 132 N.J. at 619. An employer is also liable for the harassing conduct of a non-supervisory employee when the employer “knows or should know of the harassment and fails to take effective measures to stop it”—that is, where an employer has actual or constructive knowledge but fails to adopt remedial measures “reasonably calculated to end the harassment” based on a protected characteristic. *Id.* at 623.

The evidence is sufficient to support a reasonable ground of suspicion that Respondent Advance Funding maintained a hostile work environment. The evidence uncovered during DCR’s investigation demonstrates that Jurasic, the owner of Advance Funding, and Milano repeatedly sent racist and offensive memes, gifs, and audio messages to Advance Funding employees through



a WhatsApp chat group. As noted, these messages instructed Advance Funding employees, including at least one Black employee, not to work with prospective clients or customers who were “Chinese, African, or Spanish,” and those messages repeatedly denigrated these and other groups on the basis of race or national origin. The evidence supports a reasonable ground of suspicion that this conduct was sufficiently severe or pervasive to give rise to a hostile environment based on race and national origin. Indeed, the cumulative effect of these messages was heightened by the fact that several of the messages were sent by the owner of the company, who “carried with [him] the power and authority” of being the company’s senior-most official. Taylor, *supra*, 152 N.J. at 490. This made the hostile environment particularly “acute and insoluble” because employees had “nowhere to turn.” Id. Respondent Advance Funding is liable for the statements sent by its owner that created a hostile environment, as those statements were plainly made within the scope of his employment. It is also liable for the statements sent by Milano, as Jurasic was part of the chat group where Milano made discriminatory statements—and therefore knew about those statements—but failed to take any effective measures to stop this discriminatory conduct.

It also bears mention that the evidence supports a reasonable ground of suspicion that Advance Funding is liable for the harms suffered by ██████, who is white, based on the hostile environment. That is true in two different respects. First, while the conduct that created a hostile environment did not directly reference ██████ or his race, the conduct that gave rise to a hostile environment involved ██████ in ways that plainly altered the conditions of his employment. As the EEOC has made clear, there are circumstances in which “an individual who has not personally been subject to unlawful harassment based on their protected status” may have standing to allege that they have been “harmed by unlawful harassment of a third party.” U.S. Equal Employment Opp. Comm’n, Enforcement Guidance on Harassment in the Workplace (April 29, 2024), <https://www.eeoc.gov/laws/guidance/enforcement-guidance-harassment-workplace> (“EEOC Harassment Guidance”). This case involves one such set of circumstances: In requiring ██████ to implement Advance Funding’s discriminatory policies and exclude “Chinese, Spanish, and African” clients, ██████ was “required, as part of [his] job duties, to participate” in the conduct giving rise to a hostile environment. Id. That means ██████ would have “standing to file a charge and obtain relief for any harm [he] suffered as a result of the unlawful harassment.” Id.

Second, the evidence supports a reasonable ground of suspicion that Respondent Advance Funding also created a hostile work environment for ██████ by retaliating against him. The New Jersey Supreme Court has made clear that a hostile work environment may be cognizable under the LAD where an employee complains about discrimination and is then subject to harassment based on the employee’s complaint. Shepherd, 174 N.J. at 25. Here, as noted, ██████ was subject to severe harassment by Jurasic, who threatened ██████ with a defamation suit based on his filing of a complaint with DCR. Respondent Advance Funding is liable for that hostile work environment, as Jurasic was a supervisory employee—and, indeed, the owner of the company.

In short, DCR finds **PROBABLE CAUSE** to support the allegation that Respondent Advance Funding violated the LAD by maintaining a hostile work environment.

D. Constructive Discharge

It is unlawful for an employer to knowingly permit the conditions of employment to become so intolerable because of discrimination or bias-based harassment based on race or national origin such that a reasonable person subject to them would resign. See Shepherd v. Hunterdon Developmental Ctr., 174 N.J. 1, 27-28 (2002), quoting Muench v. Twp. of Haddon, 255 N.J. Super. 288, 302 (App. Div. 1992); Lin v. Dane Const. Co., 2014 WL 8131876 (App. Div. 2015), 126 Fair Empl. Prac. Case. (BNA) 974 (reasonable to find that employee subjected to supervisor’s repeated use of racial slurs, even after employee complained, was compelled to resign rather than “endure the continuing racial hostility”). It is also unlawful for an employer to knowingly permit the conditions of employment to become so intolerable because of the employer’s retaliation against an employee for filing a discrimination complaint. Shepherd, 174 N.J. at 27-29 (evaluating a constructive discharge claim based on N.J.S.A. 10:5-12(d)). In evaluating a claim of constructive discharge, the finder of fact “should consider the nature of the harassment, the closeness of the working relationship between the harasser and the victim, whether the employee resorted to internal grievance procedures, the responsiveness of the employer to the employee’s complaints, and all other relevant circumstances.” Id. at 28.

Here, DCR’s investigation found sufficient evidence to support a reasonable ground of suspicion that Respondent Advance Funding constructively discharged [REDACTED]. As noted, [REDACTED] was subject to severe harassment based on his filing of a discrimination complaint with DCR. Indeed, the owner of the company threatened [REDACTED] with a defamation suit, prompting him to withdraw his DCR complaint. [REDACTED] was also forced to participate in the hostile work environment created by Advance Funding and Jurassic. He was consistently subjected to a barrage of racist memes, gifs, and comments, and he was required to apply Advance Funding’s discriminatory lending policy as a condition of his employment. The “nature of the harassment” he endured supports the conclusion that he was constructively discharged. Shepherd, 174 N.J. at 28. So, too, do the other circumstances surrounding the harassment [REDACTED] endured. [REDACTED] had no choice but to have a “close[] . . . working relationship” with the harasser, who was the owner of a small company. [REDACTED] also filed a complaint about the discrimination he endured—but because the harasser was the owner of the company, [REDACTED] had “nowhere to turn” internally to raise his concerns. Taylor, supra, 152 N.J. at 490. And Jurassic and Advance Funding were anything but “responsive[]” to the concerns [REDACTED] raised; in fact, Jurassic expressly threatened to sue [REDACTED] when he learned about [REDACTED] discrimination complaint. Shepherd, 174 N.J. at 28. Taken together, all of the circumstances surrounding Advance Funding’s made the conditions of [REDACTED] continued employment with Advance Funding so “outrageous, coercive, and unconscionable” that he was compelled to resign just one month after starting at the company. Id. In short, the evidence supports a finding of **PROBABLE CAUSE** to support the allegation that Respondent Advance Funding violated the LAD by constructively discharging [REDACTED].

II. **LAD Claims Against Respondent Jurassic**

A. Aiding and Abetting Advance Funding’s Alleged LAD Violations

As already noted, the evidence supports a reasonable ground of suspicion that, among other things, Respondent Advance Funding (i) denied services based on race, national origin, and

nationality; (ii) maintained a hostile work environment; and (iii) constructively discharged [REDACTED]. The question here is whether Respondent Jurasic is personally liable for aiding and abetting these violations of the LAD. The answer is yes.

Under the LAD, it is unlawful for an “employer” or a “place of public accommodation” to discriminate based on race or national origin, and an individual employee or supervisor is not ordinarily considered an employer or a place of public accommodation under the LAD. See Tarr v. Ciasulli, 181 N.J. 70, 83 (2004). Nonetheless, an individual supervisor may be held personally liable for aiding and abetting acts of discrimination under the LAD—specifically, under N.J.S.A. 10:5-12(e), which applies aiding and abetting liability to “any person.” Cicchetti v. Morris Cnty. Sheriff’s Office, 194 N.J. 563, 594 (2008). That provision of the LAD states that “any person, whether an employer or an employee or not,” who aids, abets, incites, compels, or coerces “the doing of any of the acts forbidden under [the LAD] or attempts to do so” may be held personally liable under the LAD. N.J.S.A. 10:5-12(e); Tarr, 181 N.J. at 83. As the New Jersey Supreme Court has explained, supervisors and other individuals can be held individually liable for aiding and abetting unlawful conduct under the LAD when (i) “the party whom the defendant aids” performs a “wrongful act that causes an injury”; (ii) the defendant is “generally aware” of their role “as part of an overall illegal . . . activity at the time” they provide assistance; and (iii) the defendant “knowingly and substantially assist[s] the principal violation.” Tarr, 181 N.J. at 84.

Here, because Jurasic was the principal actor responsible for Advance Funding’s denial of services, maintenance of a hostile work environment, and constructive discharge of [REDACTED], the evidence supports a reasonable ground of suspicion that Jurasic is personally liable under the LAD for aiding and abetting each of these violations. As the owner of Advance Funding, Jurasic played a critical role in assisting each of these violations. Jurasic was responsible for creating policies that excluded prospective clients based on race, national origin, and nationality; he harassed Advance Funding employees, including [REDACTED]; and his conduct prompted [REDACTED] constructive discharge. Because of his integral role in these violations, there is also no question that Jurasic was “generally aware” of his role “as part of an overall illegal” course of conduct, or that Jurasic “knowingly and substantially assist[ed] the principal violation” through his conduct. Id. Accordingly, DCR finds **PROBABLE CAUSE** to support the claims that Respondent Jurasic is personally liable for (i) aiding and abetting Advance Funding’s denial of services based on race national origin, and nationality; (ii) aiding and abetting the maintenance of a hostile work environment; and (iii) aiding and abetting Advance Funding’s constructive discharge of [REDACTED].

#### B. Retaliation

The evidence also supports a reasonable ground of suspicion that Respondent Jurasic is personally liable for retaliating against former employee [REDACTED]. As noted, the LAD prohibits retaliation. That prohibition does not apply only to employers, housing providers, or places of public accommodation. It applies to “any person.” N.J.S.A. 10:5-12(d). Thus, an individual may be held personally liable if they “take reprisals against any person because that person has opposed any practices or acts forbidden under this act.” Id. Based on the evidence uncovered during DCR’s investigation, that prohibition extends straightforwardly to Respondent Jurasic’s conduct. As noted, the evidence demonstrates that Jurasic threatened Complainant with a lawsuit because he

filed a complaint with DCR. Accordingly, DCR finds **PROBABLE CAUSE** to support the allegation that Respondent Jurasic is personally liable for retaliating against [REDACTED].

C. Interference With the Right to a Discrimination-Free Workplace

Under the LAD, it is unlawful for “any person” to coerce, intimidate, threaten or interfere with any other person in the exercise or enjoyment of any right granted or protected by the LAD. N.J.S.A. 10:5-12(d). Pursuant to this provision, it is unlawful for “any person” to coerce, intimidate, threaten, or interfere with any person in the exercise of their “civil right” to “obtain employment . . . without discrimination” because of race or national origin. N.J.S.A. 10:5-4. It is also unlawful for “any person” to coerce, intimidate, threaten, or interfere with any person in the exercise of their right to file a complaint with DCR without facing reprisal. N.J.S.A. 10:5-12(d).

Here, the evidence supports a reasonable ground of suspicion that Respondent Jurasic unlawfully interfered with the rights protected by the LAD. As noted, DCR’s investigation found that Jurasic repeatedly sent messages denigrating people based on race and national origin, and also found that Jurasic harassed and retaliated against at least one employee, [REDACTED], who filed a complaint regarding Advance Funding and Jurasic. Those actions interfered with the right to a discrimination-free workplace guaranteed by the LAD. That conclusion, moreover, is underscored by Jurasic’s position of authority in the company. As the owner of Advance Funding, Jurasic had a particularly important role in shaping the work environment. “Part of a supervisor’s responsibilities is the duty to prevent, avoid, and rectify invidious harassment in the workplace. An employer [through its supervisors] has a clear duty not only to take strong and aggressive measures to prevent invidious harassment, but also to correct and remediate promptly such conduct when it occurs.” *Cicchetti, supra*, 194 N.J. at 592 (quoting *Taylor, supra*, 152 N.J. at 503-04). Far from discharging that duty, Jurasic was responsible for taking action that interfered with the provision of a bias-free work environment. The evidence therefore supports a finding of **PROBABLE CAUSE** on the allegation that Jurasic is liable for unlawful interference.

**III. Aiding and Abetting Claims Against Respondent Milano**

Finally, there is sufficient evidence to support a reasonable ground of suspicion that Respondent Milano aided and abetted Respondent Advance Funding’s denial of service based on race, national origin, and nationality, and its maintenance of a hostile work environment. As noted, the evidence uncovered during DCR’s investigation showed that Milano sent messages to other Advance Funding staff members asking them to “[s]tay away from the Chinese” and “African” prospective clients, and reiterating that Jurasic “always says” “no Spanish” and “no Chinese” clients. The messages Milano sent to Advance Funding employees reflect that Milano was “generally aware” of his role “as part of an overall illegal” course of conduct that resulted in the unlawful denial of service and the creation of a hostile work environment of employees. They also reflect that Milano “knowingly and substantially assist[ed] the principal violation” through his conduct by amplifying Jurasic’s directives. *Id.* Accordingly, DCR finds **PROBABLE CAUSE** to support the claims that Respondent Jurasic is personally liable for (i) aiding and abetting Advance Funding’s denial of services based on race national origin, and nationality; and (ii) aiding and abetting the maintenance of a hostile work environment.

\* \* \*

At this threshold stage in the process, there is sufficient basis to warrant “proceed[ing] to the next step on the road to an adjudication on the merits.” Frank, supra, 228 N.J. Super. at 56. Therefore, the Director finds **PROBABLE CAUSE** to support the allegations against Respondents Advance Funding, Joseph Jurasic, and Victor Milano for unlawful discrimination and retaliation.

February 26, 2025  
DATE



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Rosemary DiSavino, Deputy Director  
New Jersey Division on Civil Rights