

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

ALEXANDER SMITH,

*Plaintiff*

v.

CITY OF ATLANTIC CITY, et al.,

*Defendants.*

No. 1:19-cv-6865-CPO-MJS

**CONSENT DECREE**

WHEREAS, Plaintiff Alexander Smith (“Plaintiff”), on the one hand, and Defendants the City of Atlantic City (“the City”); Scott Evans (“Evans”); and Thomas J. Cullen Jr. (“Cullen Jr.”), on the other hand, have entered an agreement (“Settlement Agreement”) settling this action contingent in part on the Court’s entry of a Consent Decree.

WHEREAS, Plaintiff requested a religious accommodation from the Defendants’ grooming policy to wear a religious beard;

WHEREAS, Defendants denied Plaintiff’s request;

WHEREAS, Plaintiff brought a lawsuit against Defendants, *Alexander Smith v. City of Atlantic City, Scott Evans, and Thomas J. Cullen Jr.*, venued in the United States District Court for the District of New Jersey, No. 1:19-cv-06865 (CPO-MJS), hereinafter referred to as “the Action”;

WHEREAS, Plaintiff has made various allegations against the above-named Defendants, and the Defendants have denied such allegations;

WHEREAS, on May 30, 2025, in *Smith v. City of Atlantic City*, No. 23-3265, the U.S. Court of Appeals for the Third Circuit vacated the District Court's judgment on Plaintiff's Free Exercise and Title VII accommodation claims, and reversed the denial of Plaintiff's motion for preliminary injunction;

WHEREAS, on July 7, 2025, this Court ordered Defendants to grant a religious accommodation to Plaintiff in a preliminary injunction;

WHEREAS, the Parties intend to settle, by way of compromise and accord, all claims which were either raised or which could have been raised in the Action up to the date of this Agreement, and which claims are more fully described below;

WHEREAS, seeking to resolve the Action without the expense, delays, risks, and uncertainties of litigation, the Parties have entered the Settlement Agreement without the adjudication, admission, finding, holding, or determination on the merits of either Party's case, which is contingent, in part, on the Court's entry of a consent decree ("Consent Decree").

Having reviewed the Parties' submission, **it hereby is ORDERED, ADJUDGED, and DECREED as follows:**

1. This Court has subject matter jurisdiction over the Action and authority to enter the requested relief under 28 U.S.C. §§ 1331, 1343(a), 1367, 2201, and 2202 and 42 U.S.C. §§ 1983, 1988, and 2000cc-2.

2. This Consent Decree and the City's consent to entry of this Consent Decree is not an admission or concession of liability by the City, is not an admission or concession by the City as to the merits of the Plaintiff's case, and is not a finding by this Court as to the merits of any claims or defenses in this case.

3. All Parties, having been fully advised by counsel, consent to the entry of the Consent Decree.

### **I. Permanent Injunctions**

4. After exhaustion of Plaintiff's accrued sick leave, vacation time, and any other time off to which he is entitled, and until April 1, 2029, which is his anticipated date of retirement, the City will place Plaintiff on an Authorized Absence while paying his full salary and benefits, including medical, dental, and vision insurance for himself and his dependents, subject to all applicable deductions (including for federal and state income taxes, and FICA and Medicare taxes) and employee health contributions per the terms of the current union contract in effect with an end date of December 31, 2025.

5. From the date of the settlement to April 1, 2029, the City is ordered to keep Plaintiff's salary the same as it currently is, not subject to any increases or decreases, and to facilitate continuing insurance coverage, as laid out in the Settlement Agreement.

6. Throughout the remainder of Plaintiff's employment, the City is ordered to grant Plaintiff a religious accommodation to the Grooming Policy by allowing him to maintain a beard due to his religious beliefs. Absent any sustained charges of discipline unrelated to his religious accommodation, the City will not reclassify Plaintiff as a civilian, nor take any measure which may adversely affect his employment, status, responsibilities, privileges, compensation, and/or benefits as an employee of the Atlantic City Fire Department.

7. The City is ordered to remove the disciplinary action related to the August 2020 tropical storm from Plaintiff's personnel file within 60 days of this Consent Decree, and notify the State of New Jersey, Division of Pensions and Benefits, of this change.

8. Plaintiff will separate from employment with the City effective April 1, 2029 and apply for retirement with an effective date of April 1, 2029. The City shall fully cooperate with Plaintiff regarding, and will not in any way interfere with, his retirement application with the State of New Jersey, Division of Pensions and Benefits.

9. The City is ordered, within 60 days of this Consent Decree, to update the Atlantic City Fire Department's Operational Guidelines O#0303 by adding the following language: "Employees may request a religious accommodation to this grooming policy. In analyzing such requests, the City will grant the accommodation unless it would pose a substantial increased cost to its operations. Substantial increased cost is evaluated case by case based on all relevant economic and non-economic factors in the case at hand, including the particular accommodations at issue and their practical impact in light of the nature, size and operating cost of the City." The City will not be restricted in any way by the Settlement Agreement from revising the policy in the future, so long as its revisions are consistent with applicable law.

10. The City will implement, within 180 days of this Consent Decree, a religious diversity training component for Atlantic City Fire Department leadership, which will include the EEOC Guidelines on Religious Discrimination, and will administer this training on an annual, ongoing basis.

## **II. Financial Terms**

11. The City shall pay Plaintiff the total sum of \$400,000.00, no later than 45 days after the date that this Agreement is fully executed, broken up as follows:

- a. \$120,000.00 of this total sum, reduced by applicable withholdings, shall be paid by check made payable to "Alexander Smith" as "unqualified general"

damages, with accompanying Form 1099.

b. \$280,000.00 of this total sum shall be paid by check made payable to "Beldock Levine & Hoffman LLP," with an accompanying Form 1099-MISC issued to PLAINTIFF and a second Form 1099-MISC, reporting the same amount, issued to "Beldock, Levine & Hoffman, LLP."

12. Plaintiff agrees that he will not seek anything further, including any other payment, remuneration, or action from any of the Defendants, except as expressly outlined in this Agreement.

13. Payment shall be conditioned on the Plaintiff providing and Defendants' counsel's receipt of: (1) Federal Tax Form W-9 or any other applicable tax form required by the City for the issuance of the settlement checks; (2) Stipulation of Dismissal with prejudice in the District Court of New Jersey matter Docket No. 1:19-cv-06865; and (3) a clear child support and judgment search for the Plaintiff.

14. As a condition of the aforementioned payments, Plaintiff agrees that he is not a prevailing party in the Action under either federal or state law and that Plaintiff is solely responsible for any remaining payment of attorneys' fees and litigation costs and expenses payable to Plaintiff's own attorneys, and third party consultants.

### **III. Enforcement**

15. This Court, and specifically Magistrate Judge Matthew J. Skahill, shall retain jurisdiction of the Action until April 1, 2029, for purposes of enforcement of the Consent Decree and the Settlement Agreement.

16. In any action or proceeding to enforce the Consent Decree or the Settlement

Agreement, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees.

#### **IV. Final Judgment**

17. This Consent Decree constitutes the Court's final judgment in the Action. The terms of the preliminary injunction are hereby superseded by the provisions of this Consent Decree. All pending motions are denied as moot. All subpoenas issued in the Action are hereby quashed.

18. All claims against Defendants are dismissed with prejudice. The undersigned, being duly advised by counsel and having the authority to do so, consent to and hereby apply for entry of this Consent Decree:

FOR ALEXANDER SMITH



Alexander Smith

Date 1/8/2026

FOR THE CITY OF ATLANTIC CITY



Scott Evans  
Chief of the Atlantic City Fire Department

Date 1/9/2026

Thomas J. Cullen Jr.  
Thomas J. Cullen Jr.  
Deputy Chief of the Atlantic City Fire Department

Date 1/9/26

SO ORDERED.

Dated: Camden, New Jersey

1-12-2026



Matthew J. Skahill

U.S. Magistrate Judge for the District of N.J.