

- **EEOC v. Staffing Network, LLC**

No. 02C 1591 (N.D. Ill. September 22, 2004)

The Chicago District Office filed this Title VII action alleging that defendant, an employment agency with its headquarters in a suburb of Chicago and offices in 12 other states, subjected Charging Party and other women employed in the Chicago metropolitan area to sexual harassment in the form of unwelcome and offensive sexual comments and touching, primarily by defendant's Director of Operations. The harassment resulted in the constructive discharge of Charging Party, who was a high earning sales representative, and another woman. The district office also alleged that in retaliation for Charging Party filing a sex discrimination charge, defendant filed suit against her for breach of a noncompetition agreement when she opened her own employment agency and accepted business from some of defendant's customers. Defendant had threatened to sue other former employees for such breaches but had never done so.

The suit was resolved by a three-year consent decree under which defendant will pay a total of \$400,000 in damages to seven claimants (\$165,000 to Charging Party and \$25,000 - \$85,000 to the other six women). The decree permanently enjoins defendant from discriminating on the basis of sex and from creating or tolerating a work environment sexually hostile to female employees, and provides that defendant will not engage in retaliation. The decree requires that defendant revise its sexual harassment policy to, among other things, specify behavior that can constitute sexual harassment and clarify that employees can complain to anyone higher in authority than themselves or to human resources. Defendant is required to report twice annually for three years on sexual harassment and retaliation complaints and their resolution.