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FOR THE DISTRICT OF SOUTH CAROLINA
ANDERSON DIVISION

SEP 30 2003

EQUAL EMPLOYMENT OPPORTUNITY)
 COMMISSION,)
)
 Plaintiff,)
)
 v.)
)
 RANDSTAD STAFFING SERVICES, INC.,)
 STAFFING RESOURCES (SC), L.P.,)
 RANDSTAD GENERAL PARTNER (US) LLC,)
 and RANDSTAD NORTH AMERICA, L.P.,)
 all doing business as)
 RANDSTAD NORTH AMERICA)
)
 Defendants.)

CIVIL ACTION NO. **LARRY W. PROPES, CLERK**
8:03 1449 25AK **U. S. DISTRICT COURT**

CONSENT DECREE

On April 24, 2003, Plaintiff, the Equal Employment Opportunity Commission ("the EEOC") filed this action charging Defendants Randstad Staffing Services, Inc., Staffing Resources (SC), L.P., Randstad General Partner (US) LLC, and Randstad North America, L.P. ("Defendants"), part of a network of corporations and limited partnerships that operate a temporary employment agency, with violating Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, *et seq.* ("Title VII"). The EEOC contends that, from at least January 2000, Defendants unlawfully refused and failed to refer employees and applicants for employment because of their sex (female), and retaliated against Kellie Acker because she opposed a client's discriminatory request.

The EEOC instituted this action pursuant to Section 706(f)(1) and (3) of Title VII and Section 102 of the Civil Rights Act of 1991, 42 U.S.C. § 1981a. The EEOC and Defendants agree that the subject matter of this action is proper and hereby stipulate to jurisdiction of the Court over the parties. The parties now wish to resolve this lawsuit without the burden, expense, and delay of further litigation. It is therefore the finding of this Court, made on the pleadings and the record as a whole, that: (1) the Court has jurisdiction over the parties and the subject matter of this action; (2) the purpose and provisions of Title VII will be promoted and effectuated by the entry of the Consent Decree; and (3) this Consent Decree resolves all matters in controversy *es*

between the parties as provided in paragraphs 1 through 16 below.

It is therefore ORDERED, ADJUDGED AND DECREED as follows:

A. PROHIBITION AGAINST DISCRIMINATION AND RETALIATION

1. Defendants shall not discriminate against employees on the basis of sex by denying equal employment opportunities to persons because of their sex and specifically shall not abide by employer requests for persons of a certain sex or any other protected classification.
2. Defendants shall not discriminate or retaliate against any person because of opposition to any practice made unlawful under Title VII, or because of the filing of a charge, the giving of testimony or assistance, or the participation in any investigation, proceeding or hearing under Title VII.
3. Defendants shall advise any employer that makes a discriminatory referral request that Defendants' policy and the employment laws of the United States prohibit Defendants from accepting any orders or requests that may specify the race, sex, age, religion, color or national origin of referrals unless the religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of that particular business.

B. MONETARY DISTRIBUTIONS TO AGGRIEVED PERSONS

4. Defendants shall pay Kellie Acker the sum of Twenty Thousand Dollars (\$20,000) in settlement of the EEOC's claim on her behalf. Defendants shall make payment by issuing a check payable to Kellie Acker. Payment shall be made within 14 days after Defendant receives the Court-approved Consent Decree, and Defendants shall mail the check for Ms. Acker to an address to be provided to Defendants by the EEOC. Of this payment, Seven Thousand Four Hundred and Fifty-Six Dollars (\$7,556) shall be designated as payment in compromise of alleged backpay (including pre-judgment interest) and shall be subject to all applicable taxes and payroll withholdings. The balance shall be designated as payment in compromise for alleged compensatory damages

and subject to no withholdings. Defendants shall mail to Bobby C. Simpson, Acting Regional Attorney, Equal Employment Opportunity Commission, 129 West Trade Street, Suite 400, Charlotte, NC 28202, a copy of the check and proof of its delivery to Ms. Acker.

5. Defendants shall pay Brenda Dorn, Linda Geer, Consolla Stowers, and a class of similarly situated women who were not referred for work by Defendants because of their gender, female, a cumulative sum of Twenty-Seven Thousand Dollars (\$27,000) in settlement of the claims raised in this action. The \$27,000 shall be designated as payment in compromise of alleged backpay (including pre-judgment interest) and shall be subject to all applicable taxes and payroll withholdings. The \$27,000 will be held in trust by Defendants pending final distribution as set forth in this paragraph. Within twenty days of this Consent Decree or sooner, Defendants shall serve counsel for the EEOC with a list of all of the women in Defendants' Anderson, South Carolina, database who were eligible for light industrial work from February 1, 2000 through August 1, 2002.¹ The list shall be provided in writing and electronically, on computer disk, in Microsoft Excel (or comparable) format. Within ninety days after Defendants serve counsel for the EEOC with the list of women, the EEOC shall serve on counsel for Defendants a final list of aggrieved persons and the amounts due to each person. Within 14 days after counsel for Defendants receives the final list of aggrieved persons, Defendants shall mail a check to each aggrieved person in the amount specified by the EEOC. Within 14 days after mailing these payments, Defendants shall mail to Bobby C. Simpson, Acting Regional Attorney, Equal Employment Opportunity Commission, 129 West Trade Street, Suite 400, Charlotte, NC 28202, a copy of the check and proof of its delivery to the aggrieved

¹To the extent possible, the list shall include the full name, last known address and telephone number, and Social Security Number of each individual. In addition, to the extent possible, Defendants shall provide the EEOC the dates each person was entered into and terminated from the Anderson, South Carolina, database and all information known to Defendants which may indicate that the individual would not have been qualified for work at the warehouse client known to Defendants.

persons.

6. If any of the payments to aggrieved persons are returned by the postal service to Defendants as undeliverable, Defendants shall immediately notify the EEOC of the name of each such aggrieved person(s). The EEOC shall have thirty days after notice to locate these individuals so that the payment(s) may be re-mailed to them by Defendants. If the EEOC is unable to locate the individual(s), the EEOC shall notify Defendants. Within 14 days thereafter, Defendants shall redistribute the unpaid funds to the other aggrieved persons by mailing each a check in an amount specified by the EEOC. Within 14 days after mailing these payments, Defendants shall mail to Bobby C. Simpson, Acting Regional Attorney, Equal Employment Opportunity Commission, 129 West Trade Street, Suite 400, Charlotte, NC 28202, a copy of the check and proof of its delivery to the aggrieved persons.

C. REPORTING REQUIREMENTS

7. During the term of this Consent Decree, Defendants shall notify Bobby C. Simpson, Acting Regional Attorney, Equal Employment Opportunity Commission, 129 West Trade Street, Suite 400, Charlotte, NC 28202, if the warehouse client, which client is known to Defendants and was identified to Defendants by the EEOC in separate correspondence, makes additional discriminatory requests. In the event of such a report, Defendants shall provide the details of the request made, the person to whom it was made, and the date. Defendants shall also inform the EEOC if the client stated to Defendants that it ceased doing business with Defendants because of Defendants' refusal to comply with the discriminatory request.
8. During the term of this Consent Decree, Defendants shall provide the EEOC with annual reports. The reports shall include the following information: (a) the identity of all internal employees who have complained of or reported retaliation at Defendants' Branch Offices in South Carolina, including by way of identification each person's name, home address, home telephone number, social security number, and sex; (b) a brief statement regarding

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the nature of the individual's complaint; and (c) a description of what action Defendants took in response to the individual's complaint. The first annual report is due no later than 120 days after the date this Consent Decree is filed. Defendants will provide the EEOC these reports every year during the term of this Consent Decree.

D. TRAINING REQUIREMENTS

9. During the term of this Consent Decree, Defendants shall provide annual training to all of Defendants' internal employees who work at the Anderson facility, and all its internal employees responsible for management of the Anderson facility, including the Market Manager. Each of the training programs shall include an explanation of the following subjects: (1) the requirements of the federal equal employment opportunity laws, including Title VII of the Civil Rights Act of 1964, and its prohibition against sex discrimination in the workplace; (2) the EEOC's guidance regarding Title VII's prohibition against discrimination by an employment agency, including Title VII's prohibition against discrimination in referrals of individuals for employment based on their sex, race, color, religion, or national origin; and (3) Title VII's prohibition against retaliation in the workplace, including the protection of employees who refuse to honor discriminatory referral requests by employers. The first training in accordance with this paragraph shall be completed within 120 days after the date this Consent Decree is filed. Within 10 days after completion of the training, Defendants shall certify to the EEOC that the specific training required was undertaken and it shall provide the EEOC with a roster of all employees in attendance, including the job titles of all attendees.

E. NOTICE POSTING

10. During the term of this Consent Decree, Defendants shall conspicuously post the attached Employee Notice, marked Attachment A and hereby made a part of this Consent Decree, in a place where it is visible to employees who work at the facilities at Defendants' Anderson facility. If the Notice becomes defaced or unreadable, Defendants shall replace it by posting another copy of the Notice.

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F. PERSONNEL FILE AND REFERENCES

11. Defendants shall remove from Ms. Acker's personnel file all references to her discharge. Such references shall be changed to indicate that Ms. Acker's file was changed by mutual agreement to state she separated from employment. In addition, if any individual or organization contacts Defendants about Ms. Acker, Defendants shall not make any negative references about Ms. Acker's work for Defendants. Rather, Defendants shall provide only the following information about Ms. Acker: her dates of employment; position; and salary.

G. ENFORCEMENT PROVISIONS

12. Defendants agree that the EEOC may review compliance with this Consent Decree. As part of such review, the EEOC may inspect the Anderson, South Carolina premises, interview employees and examine and copy documents upon reasonable notice to Defendants.
13. If anytime during the term of this Consent Decree the EEOC believes Defendants are in violation of this Consent Decree, the EEOC shall give notice of the alleged violation to Defendants. Defendants shall have 10 days in which to investigate and respond to the allegations. Thereafter, the parties shall have a period of 20 days, or such additional period as may be agreed upon by them, in which to engage in negotiation and conciliation regarding such allegations, before the EEOC pursues any remedy provided by law.
14. This Court shall retain jurisdiction of this case for purpose of resolving controversies arising under this Consent Decree and for entry of any orders as may be necessary or appropriate.

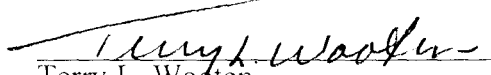
G. TERM

15. The term of this Consent Decree shall be for 3 years after the date this Consent Decree is filed.



H. COSTS

16. The parties shall bear their own attorneys' fees and costs.


Terry L. Wooten
United States District Judge

Dated: September 29, 2003
Florence, South Carolina

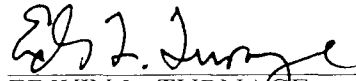
[Signature pages follow]

WE CONSENT

Dated this 28th day of August, 2003.

ERIC S. DREIBAND
General Counsel

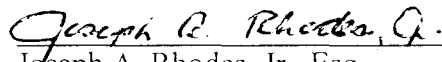
BOBBY C. SIMPSON
Acting Regional Attorney



EDWIN L. TURNAGE
Trial Attorney
Federal ID# 5189
EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION
301 N. Main Street
Landmark Building, Suite 1402
Greenville, SC 29601
(864) 241-4406

WE CONSENT

Dated this 26th day of August, 2003.



Joseph A. Rhodes, Jr., Esq.
Fed. I.D. No.: 3438
HAYNSWORTH BALDWIN JOHNSON
& GREAVES, LLC
P.O. Box 10888
Greenville, South Carolina 29603-0888
(864) 271-7410
ATTORNEY FOR DEFENDANTS

FOR THE DISTRICT OF SOUTH CAROLINA
ANDERSON DIVISION

EQUAL EMPLOYMENT OPPORTUNITY)	CIVIL ACTION NO.
COMMISSION,)	8:03 1449 25AK
)	
Plaintiff,)	
)	
v.)	<u>NOTICE TO EMPLOYEES</u>
)	
RANDSTAD STAFFING SERVICES, INC.,)	
STAFFING RESOURCES (SC), L.P.,)	
RANDSTAD GENERAL PARTNER (US) LLC,)	
and RANDSTAD NORTH AMERICA, L.P.,)	
all doing business as)	
RANDSTAD NORTH AMERICA)	
)	
Defendants.)	
)	

1. This Notice is posted pursuant to an agreement between Defendants Randstad Staffing Services, Inc., Staffing Resources (SC), L.P., Randstad General Partner (US) LLC, and Randstad North America, L.P. (“Randstad”), and the United States Equal Employment Opportunity Commission (EEOC) arising from a case alleging sex discrimination and retaliation.
2. Pursuant to the agreement, Randstad agreed to settle the above-referenced action. In addition, Randstad agreed not to discriminate or retaliate against other employees. Finally, Randstad will provide annual training to the employees of Randstad and annual reports to the EEOC for three years.
3. Federal law requires that there be no discrimination against or harassment of any employee or applicant for employment because of the employee's race, color, religion, sex, national origin, age (40 or older) or disability. Federal law also prohibits retaliation against employees because they have opposed unlawful employment discrimination, participated in employment discrimination proceedings, or otherwise asserted their rights under the laws enforced by the EEOC.
4. Title VII of the Civil Rights Act of 1964 is a federal law which prohibits sex discrimination or retaliation against any employee in all aspects of employment including, but not limited to, hiring, promotion, discharge, pay, job training and fringe benefits. Title VII also prohibits sexual harassment. Among other misconduct, Title VII prohibits,

temporary employment agencies from discriminating against employees in the referral for work

5. Randstad hereby reaffirms its commitment to compliance with such federal law in all respects. Randstad will not take any actions against employees because they have exercised their rights, reported an alleged violation under the law or have given testimony, assistance or participation in any investigation, proceeding or hearing conducted by the U.S. Equal Employment Opportunity Commission.
6. It is Randstad's policy to maintain a working environment free from sex discrimination and retaliation. Also, it is Randstad's policy not to honor discriminatory referral requests from employers. If an employer makes a discriminatory referral request, Randstad's employee must inform it that such a request violates Randstad's policy and the employment laws of the United States. Randstad's employee is to explain that Randstad will not accept any orders or requests that may specify the race, sex, age, religion, color or national origin of referrals unless the religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of that particular business. Additionally, the name and date and specific nature of the inquiry must be recorded by the employee who receives the request. Upon receipt of a discriminatory referral request, the employee receiving it must immediately notify his or her manager and Randstad's Human Resources Department.

An employee has the right to report allegations of employment discrimination, harassment or retaliation in the workplace. An employee may contact the U. S. Equal Employment Opportunity Commission at the following address and telephone number for the purpose of filing a charge of employment discrimination.

Equal Employment Opportunity Commission
Greenville Local Office
301 N. Main Street, Landmark Building, Suite 1402
Greenville, SC 29601
Tel: (864) 241-4400