

August 24, 2020

ATTORNEY GENERAL RAOUL STOPS BEAUTY PRODUCT PACKAGING FACILITY FROM RETALIATING AGAINST FEMALE WORKERS

Chicago — Attorney General Kwame Raoul today announced he has reached a [consent decree](#) that will require a beauty product packaging facility to end its practice of retaliating against employees who file sexual harassment complaints and modify its practices to prevent any future sexual harassment. The consent decree resolves [the lawsuit](#) also filed today by Raoul against Vee Pak, LLC, doing business as Voyant Beauty (Voyant).

The consent decree stems from a lawsuit Raoul filed simultaneously over allegations that female employees at Voyant have experienced persistent and pervasive sexual harassment for years while the company ignored their complaints. Additionally, Raoul alleged the company responded to an employee protest and petition with an aggressive campaign of retaliation.

“A workplace culture that subjects female employees to harassment and penalizes them for reporting such actions is reprehensible – and illegal,” Raoul said. “The workers at this facility had the courage to stand up against this terrible treatment. This consent decree will ensure Voyant’s unacceptable treatment of female employees will not stand any longer.”

Voyant operates a facility in Countryside, Ill. that packages beauty products. Until recently, Voyant used Alternative Staffing, Inc. (ASI), a temporary staffing agency, to provide workers for the facility. In a lawsuit filed in Cook County Circuit Court, Raoul alleges that multiple female employees assigned by ASI to work at Voyant were repeatedly sexually harassed by male mechanics working at the facility. On various occasions, the female workers made specific complaints to Voyant supervisors and ASI managers, but they took little or no action to remedy the harassment.

On July 8, 2019, after Voyant and ASI failed to act on the workers’ complaints a group of workers submitted a petition to Voyant and ASI signed by more than 50 employees. This petition detailed the sexual harassment endured by employees, including “Voyant Beauty employees touching us in our private parts, making obscene comments and gestures, and creating a hostile work environment which is toxic and extraordinarily traumatic.” The Attorney General alleges that approximately one week after the petition was submitted, Voyant and ASI began to take retaliatory action, including reducing work hours, against workers who complained about the sexual harassment.

After Voyant and ASI allegedly continued to fail to address the concerns raised in the petition and did not stop the harassment, a group of workers staged a protest outside the facility on July 24, 2019. Following the protest, Voyant and ASI allegedly escalated the retaliation against workers who participated in the protest and terminated the workers who led the protest. After the companies’ actions drew attention from media and government agencies, the workers were allowed to return to work, but with reduced shifts.

The consent decree implements a process to monitor Voyant’s practices to protect its workers from further retaliation and sexual harassment. It also requires Voyant to provide training to its employees on law prohibiting sexual harassment and how to comply with them. The consent decree also requires the appointment of a monitor for a two-year period, funded by the \$85,000 in penalties Voyant has agreed to pay, to ensure compliance with the consent decree.

The consent decree prohibits Voyant from retaliating against its employees and requires Voyant to provide training to Voyant employees on laws prohibiting sexual harassment and how to comply with them. The consent decree also requires Voyant to implement procedures to promptly investigate, document, and response to claims of sexual harassment. Finally, consent decree mandates the appointment of a monitor for a two-year period, funded by the \$85,000 in penalties Voyant has agreed to pay, which will ensure Voyant's compliance with the consent decree.

Attorney General Raoul encourages workers who have experienced workplace harassment to contact his office's Workplace Rights Hotline at 1-844-740-5076 or by visiting the [Attorney General's website](#).

Bureau Chief Alvar Ayala and Assistant Attorney General Javier Castro handled the case for Raoul's Workplace Rights Bureau.

Return Date: No return date scheduled
Hearing Date: No hearing scheduled
Courtroom Number: No hearing scheduled
Location: No hearing scheduled

FILED
8/24/2020 10:38 AM
DOROTHY BROWN
CIRCUIT CLERK
COOK COUNTY, IL
2020CH05504

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

THE PEOPLE OF THE STATE OF ILLINOIS,
ex rel. KWAME RAOUL, Attorney General of
the State of Illinois,

Plaintiffs,

v.

VEE PAK, LLC d/b/a VOYANT BEAUTY, a
Delaware liability company,

Defendant.

Case No.

10200759

CONSENT DECREE

I. THE LITIGATION

1. The Illinois Attorney General filed this action (“Complaint”) on behalf of the People of the State of Illinois (“State”), alleging that Defendant Vee Pak, LLC d/b/a Voyant Beauty (hereinafter “Voyant”) engaged in a pattern and practice of sexual harassment and retaliation in violation of the Illinois Human Rights Act, 775 ILCS 5/1 et seq. (the “Act”) while operating a plant at 5331 Dansher Road, Countryside, Illinois.

2. Voyant denies that it violated the Act in any manner and/or any wrongdoing.

3. In the interest of resolving this matter, and as a result of having engaged in comprehensive settlement negotiations, Voyant and the State (collectively, “Parties”) have agreed that this action should be finally resolved by entry of this Consent Decree (“Decree”). Voyant is entering into this Decree solely for the purposes of avoiding further litigation costs and expenses. This Decree fully and finally resolves the claims in the Complaint filed by the State and those claims that could have been alleged in the Complaint based on the facts alleged. The Parties agree that this Decree does not resolve any other charges or claims of sexual harassment, retaliation, or other violations of the Act that have been or may be asserted by other parties against Voyant.

II. FINDINGS

4. Having carefully examined the terms and provisions of this Decree, and based on the pleadings, record, and stipulation of the parties, the Court finds the following:

- a. This Court has jurisdiction over the subject matter of this action and over the Parties.

- b. The terms of this Decree are adequate, fair, reasonable, and just.
- c. The rights of the Parties and the public interest are adequately protected by this Decree.
- d. This Decree conforms with the Illinois Rules of Civil Procedure and the Act and is not in derogation of the rights or privileges of any person.
- e. The entry of this Decree will further the objectives of the Act and will be in the best interests of the Parties and the public.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED THAT:

III. NON-ADMISSION

5. This Decree, being entered with the Consent of the State and Voyant, shall not constitute an adjudication or finding on the merits of this case nor shall it be deemed an admission by Voyant of any violation of the Act or wrongdoing, including the allegations in the Complaint to be filed by the State. Voyant denies any liability and all claims contained in the Complaint and denies that it has violated the Act. Voyant is entering into this Decree solely for purposes of avoiding further litigation costs and expenses.

IV. GENERAL TERMS

6. This Decree shall become effective as of the date of entry by the Court (hereinafter, the "Effective Date").

7. The terms of this Decree shall be binding upon Voyant and its present and future owners, parent entities, directors, officers, managers, agents, successors, and assigns (collectively, and for purposes of the requirements of this Decree, referred to as "Voyant"). During the term of this Decree, Voyant shall provide a copy of this Decree to any organization or person that proposes to merge with or acquire Voyant prior to the effective date of such merger or acquisition.

8. The term "employee" in this Decree is defined as the term "employee" is defined in the Act and includes all people hired directly by Voyant to work at the plants located at 5331 Dansher Road, Countryside, Illinois, and at 6710 River Road, Hodgkins, Illinois ("the Plants"). Also, for the purposes of this Decree, the term "employee" includes any person assigned to work at the Plants on an as-needed or temporary basis, including those placed at the Plants by a temporary staffing agency. However, by entering into this Agreement, Voyant does not admit or agree that individuals assigned to work at the Plants by a temporary staffing agency or other independent contractors are employees of Voyant, or that Voyant is a "joint employer" of any temporary staffing agency employees or independent contractors.

9. The term “document” includes all recorded material in whatever form, including but not limited to reports, letters, memoranda, directives, notes, correspondence, contracts, agreements, leases, charts, graphs, manuals, videotapes, audiotapes, data compilations, electronic mail messages, text messages, voice mail messages, social media messages and/or posts, marketing materials, training materials, corporate minutes, and electronically stored information.

10. Nothing shall preclude the State from bringing an action to enforce this Decree if Voyant fails to comply with its terms; from bringing a separate action should the State discover additional violations of the law outside the scope of conduct covered by this Decree; or from referring complaints or allegations of non-compliance with other applicable local, state, or federal laws, outside the scope of this Decree, to appropriate government agencies.

11. This Decree shall remain in effect for two (2) years from the Effective Date, unless extended by court order or written agreement of the Parties.

12. Voyant shall notify the State in writing within 30 calendar days of commencing operations of any additional facility in Illinois. This notification shall contain the address of the facility, the nature of the operations, and the registered name(s) and any assumed names under which such operations are or shall be conducted.

13. Voyant shall notify the State of any changes in the structure of Voyant that may affect its compliance obligations arising under the Decree, including but not limited to: cessation or suspension of operations, dissolution, assignment, outsourcing of its responsibilities as an employer, sale, merger, reorganization, creation or dissolution of a subsidiary, parent or affiliate, or a change in business name or address, at least 30 calendar days prior to such change.

14. If Voyant ceases operating, plans to cease operating, or becomes aware that it will cease operating one of the Plants for any reason, it shall immediately notify the State.

15. If Voyant fails to pay the civil penalty set forth in Section IV of this Decree, the State may immediately apply to the court for appropriate relief. If the State believes that Voyant has failed to comply with any other provision of this Decree, the State shall notify Voyant of the alleged noncompliance in writing and give Voyant 15 calendar days to remedy the noncompliance or satisfy the State that it has complied. If the Parties do not reach an agreement at the end of the 15-day period, the State may apply to the court for all appropriate relief. Voyant recognizes that the State may seek the following:

- a. Entry of a monetary judgment in the amount of any outstanding payment owed under the terms of the Decree plus all attorneys’ fees and costs expended in obtaining and collecting the judgment;
- b. An order enjoining Voyant from conducting business in Illinois; or
- c. Other relief as appropriate.

Voyant reserves all rights and potential remedies to oppose any such action that is filed by the State.

16. Each provision and term of this Decree shall be interpreted in such a manner as to be valid and enforceable, provided, however, that in the event any provision or term of this Decree should be determined to be or rendered invalid or unenforceable, all other provisions and terms of this Decree shall remain unaffected.

17. Voyant and the State may jointly agree to modify this Decree with approval by the Court.

18. When the Decree requires the submission by Voyant of reports, certifications, notices, or other materials to the Illinois Attorney General, they shall be mailed to Alvar Ayala, Bureau Chief, Workplace Rights Bureau, Illinois Attorney General, 100 W. Randolph Street, 11th Floor, Chicago, IL 60601 and/or the State's designee.

19. This Decree constitutes the entire agreement between Voyant and the State with respect to the matters herein, and it supersedes all negotiations, representations, comments, contracts, and writings prior to the date of this Decree.

20. Voyant and the State's counsel shall make a good faith effort to defend this Decree from any legal challenge whether by appeal, collateral attack, or objection.

21. No Party shall contest the jurisdiction of this Court to enforce this Decree and its terms, or the right of the Illinois Attorney General to bring an enforcement suit upon an alleged breach of any term(s) of this Decree. Voyant reserves the right to oppose any such enforcement suit brought by the State.

22. All provisions of this Decree shall be in effect and the Court shall retain jurisdiction over this matter to enforce the Decree for a period of two (2) years from the date on which this Decree is entered; provided, however, that if, at the end of the two (2) year period, there are disputes that remain unresolved relative to the performance of this Decree, and the party claiming that such dispute(s) remain unresolved provides written notice to the other party and the Court, then the term of this Decree shall be automatically extended until such time as all such disputes have been resolved.

IV. MONETARY RELIEF

23. Within 10 calendar days of the Effective Date, Voyant shall pay a total of \$85,000 in civil penalties pursuant to the Act to resolve this claim. This payment shall be made payable by check to the "Office of the Illinois Attorney General," and this amount shall be deposited into the Attorney General State Projects and Court Ordered Distribution Fund (the "Fund") in order to pay for the costs of the independent monitor in the enforcement/monitoring of this Decree at the sole discretion of and as authorized by the Attorney General. Voyant shall make its payment by cashier's or certified check delivered to the following address:

Alvar Ayala
Bureau Chief
Workplace Rights Bureau
Office of the Illinois Attorney General
100 W Randolph Street, 11th Floor
Chicago, Illinois 60601

V. MONITOR

24. During the term of this Decree compliance monitoring shall be conducted by the State and/or an independent monitor (“Monitor”), who shall oversee the implementation by Voyant of the terms of this Decree. Voyant shall fully cooperate with the State and/or its Monitor in connection with its efforts to oversee and ensure the implementation of the terms of this Decree. The State and/or its Monitor shall have reasonable and timely access to all employees and to documents or other information that is relevant to the allegations in the Complaint or necessary to the Monitor’s performance of its duties pursuant to this Decree, including but not limited to: (i) employees’ personnel records, including payroll records, billing records, and payment records for any employees assigned through a temporary staffing agency; (ii) contact information for any employee including name, address, telephone number, and e-mail address; (iii) disciplinary records and other information related to the disciplining and terminating employees and temporary workers; (iv) requests for temporary employees or workers; (v) all documents relating to any investigation or allegation of sexual harassment or retaliation; and (vi) communications between Voyant and any staffing agency relating to allegations of sexual harassment, or retaliation.

25. To the extent Voyant does not currently have contact information for all individuals assigned to work at Voyant through temporary staffing agencies, Voyant will request and make commercially reasonable efforts to collect such information from the temporary staffing agencies within three business days for purposes of complying with this Decree. Voyant represents that the temporary staffing agencies it uses have agreed that as part of the assignment process to Voyant, they will seek to obtain consent from their employees to have their phone numbers shared with Voyant, should the Monitor request them. All information obtained by the Monitor in the course of its duties under this Decree shall be used by the Monitor exclusively for purposes of fulfilling its duties under this Decree.

26. The State will designate the firm Miner Barnhill Galland P.C as the Monitor for this matter.

27. For purposes of monitoring Voyant’s compliance with this Decree, Voyant shall permit the State and/or its Monitor access to the Plants at any time upon reasonable notice consistent with the purposes of this agreement to Voyant for the purposes of interviewing employees, inspecting the premises to ensure compliance with this Decree, and inspecting notices and posters required by to this Decree. However, site visits by the Monitor shall not require Voyant to stop its production lines.

28. Should the State or its Monitor interview a worker, be it in person or on the phone, the worker will be allowed to conduct the interview in private, without any Voyant or staffing

agency representative present; however, Voyant shall have the option to be present at any interview of or meeting with any supervisor. However, any supervisor interviewed may decline the option to have Voyant present. Should the worker wish to bring someone to accompany him or her to the interview, he or she may do so. Voyant shall permit the State and or/its Monitor to attend any sexual harassment or discrimination training required by this Decree. Voyant shall provide the State and/or its Monitor 14 calendar days' notice of all specialized training conducted pursuant to Paragraph 37.d of this Decree, all trainings for supervisory and managerial employees conducted pursuant to Paragraph 37.b of this Decree, and each annual training for employees conducted pursuant to Paragraph 37.b of this Decree.

29. The policies and practices subject to oversight by the State and/or its Monitor shall include any policies and practices related to the allegations in the Complaint, including the implementation and dissemination of anti-sexual harassment and anti-retaliation policies; the status and substance of required sexual harassment and retaliation training; the quality of investigations undertaken in response to sexual harassment and retaliation complaints; the adequacy of required recordkeeping; the fairness of employment actions regarding sexual harassment and retaliation, including job assignments, terminations, and "Do Not Return" or "Do Not Assign" designations; ensuring that there is ample space at the Plant for individuals to walk through the lines without making physical contact with employees working on the lines, and the overall environment at the Plants with regard to sexual harassment and retaliation.

VI. INJUNCTIVE PROVISIONS

30. General Injunction against Sexual Harassment. Voyant, its officers, agents, and employees are enjoined from engaging in or tolerating any form of sexual harassment, including all unwelcome sexual advances, requests for sexual favors, or conduct of a sexual nature as set forth in the Act.

31. General Injunction against Retaliation. Voyant, its officers, agents, and supervisors are enjoined from retaliating against any person because he or she has complained, formally or informally, individually or with other employees, about conduct that he or she reasonably and in good faith believes to be unlawful discrimination or sexual harassment, as set forth in the Act. This includes, but is not limited to, signing a petition or participating in a lawful protest relating to conduct that he or she reasonably and in good faith believed to be unlawful discrimination. This also includes retaliating against any person because he or she has made a charge, filed a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing under the Act or because he or she has opposed that which he or she reasonably and in good faith believes to be unlawful retaliation or sexual harassment, as set forth in the Act.

32. Anti-Sexual Harassment and Anti-Retaliation Policies. Within 30 calendar days of the Monitor being selected by the State, Voyant shall amend its anti-sexual harassment and anti-retaliation policies and procedures ("Policies") to comply with the requirements of this section. The Policies shall be subject to review and approval by the State and/or its Monitor. Voyant shall translate the Policies into Spanish within 10 calendar days of the approval by the State and/or its Monitor. The Policies shall provide that:

- a. Voyant prohibits any discriminatory behavior, including refusing to hire, segregating, recruiting, hiring, promoting, renewing employment, selecting for training or apprenticeship, discharging, disciplining, basing the tenure, terms, privileges, or conditions of employment, or treating any employee differently than others on the basis of his or her race, color, religion, national origin, ancestry, age, sex, marital status, order of protection status, disability, military status, sexual orientation, gender identity, pregnancy, or unfavorable discharge from military service;
- b. Voyant prohibits sexual harassment in all forms;
- c. Prohibited behavior will not be tolerated from Voyant's employees, customers, clients, and any other persons present at any Illinois facility that Voyant operates;
- d. Complaints of discrimination or harassment may be made to any supervisor, manager, to Human Resources staff, to the Complaint Hotline detailed in Paragraph 38 of this Decree, and/or to appropriate governmental agencies that investigate complaints of employment discrimination, including but not limited to the Illinois Department of Human Rights, the Equal Employment Opportunity Commission, and the Office of the Illinois Attorney General;
- e. Employees may complain to these governmental agencies regardless of their immigration status;
- f. Employees who make complaints of discrimination or harassment or provide information related to such complaints will be protected against retaliation;
- g. Employees will not be required to complain of discrimination or harassment to a supervisor or person whom they allege committed the unlawful conduct;
- h. Complaints will not be investigated or resolved by a supervisor or other person who is alleged to have committed the complained of conduct, or by any person with a conflict of interest;
- i. Voyant will allow an employee making a complaint of sexual harassment, discrimination, or retaliation to have a co-worker present;
- j. Voyant will protect the confidentiality of discrimination, harassment, or retaliation complainants to the extent permitted by law, and without interfering with employees' right to have a witness present when making complaints. Nothing in this subparagraph will be interpreted to interfere with Voyant's ability to defend itself against any administrative or statutory claims;
- k. Voyant will take immediate and appropriate corrective action if and when it determines that discrimination, harassment, or retaliation has occurred; and

1. Voyant employees, including management, who violate the Policies are subject to discipline up to and including discharge.

33. Review of Policies. Voyant shall review the Policies at least annually and update them as necessary to comply with relevant federal, state, and local laws. Any changes to the Policies must comply with this Decree and current law. While the Decree is effective, Voyant shall report any changes or amendments to the Policies to the State and/or its Monitor within fifteen 15 calendar days of the annual anniversary of the Effective Date of this Decree. Any suggested changes or amendments are subject to review and approval by the State and/or its Monitor.

34. Distribution of Policies. Copies of the Policies, including the translations as necessary, shall be distributed to each employee as follows:

- a. To all of Voyant's then-current employees and managers, within 30 calendar days of approval by the State and/or its Monitor. The Policies shall also be included in any relevant policy or employee manuals kept by Voyant in its course of operations. The Policies and their translations shall be printed in a font that is easily legible (at least 12 point font) and be kept and maintained in a conspicuous, visible, and accessible place for all employees to view. Voyant shall also distribute the Notice attached in Appendix A at the same time it distributes the Policies to employees.

- b. To each new Voyant full-time and part-time employee and manager in Illinois within the first week of hire. Voyant shall also distribute the Notice attached in Appendix A at the same time it distributes the Policies to employees.

- c. The Voyant employee responsible for distributing the Policies shall review the Policies in depth with each new employee within the first week of hire and have each new employee sign an acknowledgment that he or she received and reviewed the Policies. If the employee does not communicate in English, Voyant shall, at the discretion of the Monitor, make reasonable accommodations, including the use of a qualified interpreter to ensure that the new employee receives and understands the Policies in his or her native language. With the employee's written consent, Voyant may also use a co-worker of the employee fluent in English and the employee's native language to translate the Policies. To the extent the training required in Paragraph 37 of this Decree is conducted in conjunction with the distribution of the Policies, delivery of the training shall satisfy the in depth review required by this subsection.

35. Enforcement of Policies. Voyant shall abide by and enforce the Policies at the Plants and shall notify any temporary staffing agency or entity utilized by Voyant at the Plants that the temporary staffing agency must comply with the Policies at the Plants, as laid out in this Consent Decree. Upon Voyant becoming aware of material noncompliance by a temporary staffing agency, Voyant shall take immediate corrective measures up to and including terminating the temporary staffing agency.

36. Workplace Free from Sexual Harassment and Retaliation. Voyant agrees that it and its managers, supervisors, directors, and agents shall not engage in any form of sexual harassment or retaliation; shall take prompt and effective action to investigate complaints of sexual harassment and/or retaliation; and shall take prompt and effective corrective action with regard to any claim substantiated after investigation. Voyant agrees further that it and its managers, supervisors, directors, and agents shall not:

- a. Condition job opportunities, benefits, or other terms and conditions of employment on sexual favors;
- b. Engage in unwelcome sexual conduct, including making unwelcome sexual advances, making requests for sexual favors, ogling employees, sending sexually explicit messages to employees, making sexually explicit comments, or any other inappropriate conduct of a sexual nature;
- c. Permit employees to engage in unwelcome sexual conduct, including making unwelcome sexual advances, making requests for sexual favors, ogling employees, sending sexually explicit messages to employees, making sexually explicit comments, or any other inappropriate conduct of a sexual nature;
- d. Retaliate against employees who report allegations of sexual harassment or discrimination; or
- e. Retaliate against employees who refuse sexual advances.

Voyant shall also prohibit employees from walking through the packaging lines and other work lines at the Plants except: (i) when necessary to protect the safety of employees; (ii) at designated times specified in a policy subject to review and approval by the State and/or its Monitor, or (iii) after the State and/or its Monitor have determined in writing that there is ample space at the Plants for individuals to walk through the lines without making physical contact with employees working on the lines.

37. Training. Voyant shall provide all employees with training approved by the State and/or its Monitor, and deliver the training set forth in this section.

- a. *Approval.* Voyant must obtain the State and/or its Monitor approval of the proposed trainer, training materials, and/or training video prior to any training session. Voyant must submit the name, address, telephone number, resume and training proposal of the proposed trainer to the State and/or its Monitor at least 15 calendar days prior to the proposed date of the training.
- b. *Frequency.* Supervisory and managerial employees shall receive training on a semi-annual basis with the first training to occur within 60 calendar days of the beginning of the State and/or Monitor's supervision. Non-supervisory/non-managerial employees, excluding temporary employees, shall receive training on an annual basis with the first training to occur within 60

calendar days of the Effective Date. Temporary employees shall receive training prior to the commencement of any assignment with Voyant, or if they are a current temporary employee of Voyant, then within 60 calendar days of the Effective Date. The training for temporary employees may be provided via pre-recorded video. Furthermore, training for temporary and other employees will occur before or after the normally scheduled shift.

c. *Content.* Trainings for all employees shall include, but not be limited to, the following: (1) a description of the laws prohibiting sexual harassment, and retaliation in the workplace; (2) a description of Voyant's anti-sexual harassment, and anti-retaliation Policies; (3) a description of the process for an employee to submit a complaint of sexual harassment, or retaliation to Voyant or through the Complaint Hotline, including an overview of the resolution process for such complaints; (4) a list of non-profits, government agencies, or other organizations that assist and/or represent employees on anti-sexual harassment issues; and (5) the contact information for filing a complaint of sexual harassment, or retaliation to local, state or federal agencies, including to the Equal Employment Opportunity Commission and the Illinois Department of Human Rights. Trainings for supervisors and managers shall also include: (1) a description of an employer's obligations under the law; and (2) the process for receiving, documenting, and referring complaints to the designated personnel described in Paragraph 39. In each training, Voyant shall distribute to each employee a current copy of its Policies and a copy of the Notice in Appendix A. Voyant shall review and update the training annually to ensure it is consistent with current law. Any updates shall be subject to review and approval by the State and/or its Monitor.

d. *Specialized Training.* Voyant shall designate personnel that will be responsible for investigating complaints of sexual harassment. All personnel that are involved in the investigation or resolution of complaints shall receive comprehensive training approved by the State and/or its Monitor before they begin their involvement in the sexual harassment complaint process and annually thereafter. The topics of the specialized training shall include, but not be limited to: (1) an employer's obligations under the law; (2) Voyant's complaint process; (3) how to conduct intake of sexual harassment and retaliation complaints; (4) how to investigate complaints, including techniques for obtaining statements and gathering relevant evidence; (5) appropriate remedial and corrective actions, up to and including discharge; and (6) other topics as appropriate. All personnel involved in the complaint process shall be qualified to perform the role assigned to them.

38. Complaint Hotline. Within 20 calendar days of the State appointing the Monitor, Voyant shall establish the third-party administered complaint hotline as chosen by the State (the "Hotline") available to all employees, whether they are full-time, part-time, or temporary employees, working in the Plants, to report any incidents of sexual harassment or retaliation. Voyant shall maintain the Hotline for the duration of the Decree. Such Hotline shall have a phone

number and an email address. To the extent Voyant already has a Hotline dedicated to the reporting of incident of sexual harassment, Voyant may continue to use this Hotline with the authorization of the State and or it Monitor in a manner consistent with this paragraph and this Decree. All Hotline calls shall be documented or recorded and all calls and emails shall be referred to Voyant's Human Resource Department for review and investigation pursuant to the Policies in Paragraph 38 of this Decree, and to the State and/or its Monitor. Additionally, complaints made by or pertaining to employees assigned through temporary staffing agencies should be forwarded to the appropriate staffing agenc(y/ies) for review. Voyant will ensure that any staffing agency it utilizes at the Plants also investigates such complaints in a manner consistent with the requirements imposed on Voyant by this Decree. Voyant will cease using any staffing agency that does not comply with the requirements of this Decree.

39. Complaint Processing. Voyant shall use its best efforts to learn of all complaints and incidents of sex discrimination and retaliation. Voyant shall document all sexual harassment, and retaliation complaints. Each Voyant supervisory/managerial employee who is not personnel designated under Paragraph 37.d that receives any complaints of sexual harassment and/or retaliation shall refer any such complaints to the appropriate designated personnel. Voyant shall thoroughly investigate each complaint by taking steps that include, but are not limited to: (1) interviewing the complainant; (2) interviewing all relevant witnesses; (3) promptly identifying and collecting all relevant evidence; and (4) preparing memoranda or other writings which accurately and completely set forth the information collected at each stage of the investigation. At the conclusion of its investigation, Voyant shall draft an Investigative Report that includes: (1) the names of any individuals involved in any alleged sexual harassment or retaliation; (2) a narrative summary of any alleged sexual harassment or retaliation, including the date, time, and location; (3) a summary of the investigation and the evidence collected; and (4) a description of any remedial action taken in response to the allegation and the reasons therefor, or if no remedial action is taken, the reasons why not. A copy of each complaint documented by Voyant pursuant to this paragraph shall be forwarded to the State's Monitor within 14 calendar days of the complaint being made.

40. Notice to Employees.

a. Voyant shall add a Complaint Hotline phone number and email address to the Notice attached as Appendix A. Voyant shall post the Notice attached as Appendix A on all bulletin boards, places where notices are customarily posted, and places the State or its Monitor deems appropriate, and shall distribute the notice electronically to all staffing agencies with whom Voyant is currently contracted within 30 calendar days of the Effective Date. Voyant shall ensure that staffing agencies with which it contracts provide the Notice attached as Appendix A to all new employees assigned to work at Voyant, in English and Spanish, prior to their assignment. Voyant must make all reasonable efforts to ensure that the posting is not altered, defaced, or covered by other materials. Monitor shall perform at least one annual meeting at Voyant per year and at such meeting Monitor will require distribution of the Notice attached as Appendix A.

b. Voyant shall design and, within 60 calendar days of the Effective Date, post anti-sexual harassment posters in several locations throughout its facility, including such places where posters and advisories are customarily posted in the Plants. These posters shall be subject to approval by the State and/or its Monitor. Voyant must take all reasonable efforts to ensure that the posters are not altered, defaced, or covered by other materials.

c. Voyant shall ensure the anti-harassment posters and notices remain posted for the duration of the Decree.

41. Staffing Agency and Other Outsourcing Entities Notifications. Voyant shall require all staffing agencies and any entity to which it outsources responsibilities over payroll, workers compensation, and supervision over employees or their benefits to sign an addendum outlining the following: (1) that Voyant is an equal employment opportunity employer and prohibits any and all forms of sexual harassment; (2) that any employee who feels that they have been sexually harassed can make a complaint about any relevant incident and have a witness of his or her choosing present when a complaint is made; (3) that retaliation against any employee making complaints of sexual harassment is strictly prohibited; and (4) that with regard to temporary employees assigned to Voyant, staffing agencies must adhere to Voyant's policies against discrimination, sexual harassment, and retaliation, and must also make its employees available for the training on sexual harassment and discrimination that Voyant provides. Such language shall be a term of any future staffing agency agreement. The following language, emphasis included, shall appear in each addendum, and in each written communication to a staffing agency by Voyant, in at least 12-point font:

Voyant is an Equal Opportunity Employer that does not tolerate illegal harassment, including sexual harassment, and discrimination on account of race, color, religion, national origin, ancestry, age, sex, marital status, order of protection status, disability, military status, sexual orientation, gender identity, pregnancy, or unfavorable discharge from military service against any employee, applicant or temporary personnel. Voyant also does not tolerate retaliation against any employee or temporary personnel that complains about conduct that he or she reasonably believes to be unlawful sexual harassment or discrimination. Any employee who feels they have been sexual harassed is encouraged to make a complaint. Anyone who makes a complaint, assists in the investigation of a complaint, or opposes discrimination and sexual harassment will be protected from retaliation.

As a Voyant contractor, you are required to abide by Voyant non-discrimination policies and are required to include the above language in any and all solicitations for individuals to staff a Voyant facility.

42. Document Retention Policy. Voyant shall draft and distribute a document retention and destruction policy. As part of any such policy, Voyant shall retain in a separate file copies of all complaints of sexual harassment or retaliation for a period of 3 years.

43. Recordkeeping. Voyant shall:

- a. Record the basis for taking disciplinary actions against employees, including termination, and the basis for any “Do Not Return” or “Do Not Assign” designations for any individual referred through a staffing agency;
- b. Record all complaints of sexual harassment, or retaliation, including the details of the allegations, the name(s) and titles(s) of the person(s) allegedly responsible, any information learned during and as a result of any investigation of such complaints, and an explanation of Voyant’s resolution of the complaint. Voyant shall keep these records in a separate file, with copies in the file(s) of the person(s) allegedly responsible; and
- c. Maintain a system enabling it to easily and readily retrieve and filter all complaints of sexual harassment and retaliation made, including those made against the same person.

44. Reporting. Voyant shall comply with the following reporting requirements:

- a. *Compliance*. Every 3 months from the Effective Date until the termination of this Decree, Voyant shall furnish to the State and its Monitor a written report outlining the following:
 - i. The steps it has taken to comply with this Decree;
 - ii. A list of all complaints of sexual harassment or retaliation (including all complaints received through the Complaint Hotline), including: (i) a summary of the allegations, (ii) contact information of the complainant, and (iii) a copy of all documents created pursuant to Paragraph 39 of this Decree; and
 - iii. A certification that the training described in Paragraph 37 of this Decree has taken place and that the required personnel have attended. Such certification shall include: (i) a copy of any sign-in sheet; (ii) the date, location, and duration of the training; (iii) the name and position of each person in attendance; and (iv) the name and position of any individual employed at the plants who has not been trained as required.


VII. SIGNATURES

45. Facsimiles and electronic (PDF) copies are deemed acceptable, binding signatures for the purposes of this Decree. This Decree may be executed in counterparts, each of which shall be deemed an original document, and all of which shall constitute one and the same agreement.

THE OFFICE OF THE ILLINOIS ATTORNEY GENERAL

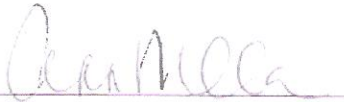
KWAME RAOUL
Attorney General of the State of Illinois

Dated: 8/21/20

By: 
Alvar Ayala
Bureau Chief, Workplace Rights Bureau
Office of the Illinois Attorney General
100 W. Randolph St., 11th Floor
Chicago, IL 60601

Vee Pak, LLC d/b/a Voyant Beauty,

Dated: 8/21/20

By: 
Ann Miller
Senior Vice President of Human Resources

NOTICE TO ALL EMPLOYEES

This notice is being distributed pursuant to a Consent Decree between the Illinois Attorney General and Voyant. Voyant is working with the Illinois Attorney General to ensure that our workplace is free of all sexual harassment, and retaliation for raising complaints about unlawful discrimination and sexual harassment.

We hereby notify our employees of the following:

We will protect your right to work in an environment free from sexual harassment, including a workplace free from: non-consensual touching by supervisors or co-workers, sexually explicit or inappropriate comments or text messages, ogling, conditioning job opportunities on sexual favors, threatening adverse action for refusing sexual advances, or other inappropriate conduct of a sexual nature.

We will not retaliate against employees who report allegations of sexual harassment or discrimination.

If you feel you have been a victim of sexual harassment, or retaliation, we encourage you to report it to your supervisors or managers at Voyant or by contacting Voyant at the number below:

Hotline phone number and email address

If you have any concerns over Voyant's investigation of your allegations of sexual harassment or retaliation, you may contact the Monitor appointed by the State to report any mishandling of your Complaint(s) at the number below:

Monitor phone number and email address

If you believe you have been the victim of sexual harassment, retaliation, or other forms of Discrimination, you must file a Complaint with any of the agencies below within 300 days of the violation to protect your right to seek a remedy for the alleged violation

Illinois Department of Human Rights: 312-814-6200 (Tel); 866-740-3953 (TTY);
<https://www2.illinois.gov/dhr/>

Equal Employment Opportunity Commission: 1-800-669-4000 (Tel); 312-869-8001 (TTY); <https://www.eeoc.gov/field/chicago/>

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

THE PEOPLE OF THE STATE OF ILLINOIS,
ex rel. KWAME RAOUL, Attorney General of
the State of Illinois,

Plaintiffs,

v.

VEE PAK, LLC d/b/a VOYANT BEAUTY, a
Delaware limited liability company,.

Defendants.

Case No. 2020CH05504

10199075

COMPLAINT

Plaintiff, the People of the State of Illinois (“Plaintiff”), by and through their attorney, Kwame Raoul, Attorney General of the State of Illinois, bring this complaint against Vee Pak, LLC d/b/a Voyant Beauty (“Voyant”)

I. OVERVIEW OF CLAIMS

1. Voyant operates a beauty product packaging facility in Countryside, Illinois (“Countryside Facility”). Until recently, Voyant used Alternative Staffing, Inc., (“ASI”) a temporary staffing agency, to provide laborers for the Countryside Facility. For years, female laborers assigned to Voyant’s Countryside Facility by ASI have experienced sexual harassment. Female laborers have had to endure groping, lewd comments about their bodies, inappropriate stares, and sexually suggestive sounds from the male mechanics employed by Voyant. The sexual harassment at the Countryside Facility has been persistent and pervasive.

2. Faced with years of sexual harassment and inaction in response to their complaints, laborers complained to Voyant and ASI as an organized group. On July 8, 2019, a group of laborers at the Countryside Facility submitted a petition (“Petition”) with fifty signatures

FILED DATE: 8/24/2020 9:46 AM 2020CH05504

to managers for Voyant and ASI, objecting to “Voyant Beauty employees touching us in our private parts, making obscene comments and gestures, and creating a hostile work environment which is toxic and extraordinarily traumatic.” After managers for Voyant and ASI failed to remedy the concerns raised by the Petition, another group of laborers assigned to the Countryside Facility staged a protest against sexual harassment on July 24, 2019. The protest was covered by Univision’s local television news program.

3. Voyant and ASI responded to these protests with an aggressive campaign of retaliation against the laborers involved in them. After working steady overtime schedules at Voyant for many years, temporary laborers at Voyant suddenly found their schedules reduced to 40 hours per week or less. One laborer had her assignment terminated the day after the Petition was delivered for refusing to work in the same line where one of the accused harassers worked. The laborers who led the protest on July 24, 2019 also had their assignments terminated a week after the protest.

4. Following the terminations, in early August 2019, several laborers filed charges with the National Labor Relations Board and the Equal Employment Opportunity Commission. On August 6, 2019, the Office of the Attorney General of Illinois served subpoenas on Voyant and ASI relating to sexual harassment and retaliation at the Countryside Facility. Faced with investigation from multiple federal and state agencies, Voyant eventually allowed the laborers whose assignments they terminated to return to work at the Countryside Facility.

5. Plaintiff brings this complaint against Voyant for violations of the Illinois Human Rights Act, 755 ILCS 5/1-101, *et seq.* (“Act”). Plaintiff seeks civil penalties and injunctive relief to end the sexual harassment and retaliation occurring at Voyant’s Countryside Facility.

II. JURISDICTION AND VENUE

6. This action is brought pursuant to Section 10-104 of the Act and seeks injunctive relief

and civil penalties for violations of Sections 2-102(A), (B), (D) of the Act. 775 ILCS 5/10- 104; 775 ILCS 5/2-102(A), (B), (D).

7. This Court has jurisdiction over Plaintiff’s claims because Defendants committed the violations complained of herein in Cook County, Illinois, and Defendants conduct and transact business within Cook County. 735 ILCS 5/2-209(a)(1); 735 ILCS 5/2-209(b)(4).

8. Venue is proper in this judicial district because Defendants’ maintain facilities in Cook County, and the events giving rise to Plaintiff’s claims occurred in Cook County. 735 ILCS 5/2-101.

III. PARTIES

9. Plaintiff brings this action by and through Kwame Raoul, Attorney General of the State of Illinois, as authorized pursuant to Section 10-104(A)(1) of the Act and to enforce the public policy of the State of Illinois. 775 ILCS 5/1-102(A), (B); 775 ILCS 5/10-104(A)(1).

10. At all times relevant to this complaint, Vee Pak, LLC (d/b/a Voyant Beauty) has:
- a. been a limited liability company organized under the laws of Delaware and authorized to conduct business in Illinois;
 - b. conducted business in Illinois and within Cook County;
 - c. been an “employer” as defined by 775 ILCS 5/2-101(B)(1)(a); and
 - d. employed more than 15 employees in Illinois during 20 or more calendar weeks within the relevant time period.

IV. FACTUAL ALLEGATIONS

11. At all times relevant to this complaint and during the five years preceding the filing of this lawsuit, Voyant has operated the Countryside Facility, located at 5331 Dansher Road, Countryside, Illinois. The Countryside Facility packages beauty products, including, but not limited to, shampoos and lotions, for Voyant’s various clients.

12. Voyant is heavily reliant on staffing agencies like ASI for laborers to package beauty products. Each day scores of laborers stand along multiple packaging lines at Voyant and package beauty products. Packaging lines are predominantly staffed by female laborers. Several of these lines have very limited space for anyone to walk in-between the laborers performing their packaging work and the immediately adjacent line.

13. ASI is a staffing agency that provides laborers to work in facilities of ASI's clients. Voyant was a client of ASI through approximately the end of May 2020. At all times relevant to this complaint, ASI provided laborers for Voyant's Countryside Facility.

14. Voyant managers and supervisors exercised substantial control over the laborers assigned to work at the Countryside Facility through ASI. For example:

- a. Voyant supervised and directed the work of laborers from ASI;
- b. Voyant had authority, and regularly exercised its authority, over which laborers from ASI were assigned to Voyant, and which laborers kept their assignments to Voyant; and
- c. Voyant had control over the work schedules of laborers assigned through ASI.

15. Voyant and ASI were joint employers of the laborers assigned by ASI to work at the Countryside Facility.

16. Voyant employs several mechanics at the Countryside Facility. The mechanics' duties include maintaining and repairing the machines in the lines where laborers work.

17. During the relevant time period, multiple male mechanics employed by Voyant have repeatedly sexually harassed female laborers at Voyant.

18. The sexual harassment that Voyant's mechanics have engaged in has included, but has not been limited to:

- a. making lewd comments about female laborers' bodies;
- b. staring at female laborers in a sexually suggestive manner while making lewd sounds;
- c. walking behind female laborers while they are packaging on their lines and pressing their groin against female laborers' buttocks; and
- d. otherwise offensively touching female laborers without their consent.

19. During the time period relevant to this complaint, Voyant managers were aware of the sexual harassment occurring at the Countryside Facility.

20. Multiple laborers complained to Voyant's managers and supervisors, as well as ASI supervisors, at Voyant's Countryside Facility after experiencing or witnessing sexual Harassment by Voyant's mechanics, but Voyant and ASI managers took little or no action to remedy the harassment.

21. On various occasions, multiple female laborers at the Countryside Facility made specific complaints to Voyant supervisors about a male mechanic whose name is Paul, but whose last name is presently unknown to Plaintiff.

22. In addition, on multiple occasions, multiple female laborers at the Countryside Facility also made specific complaints to Voyant supervisors about a male mechanic whose name is Jerry, but whose last name is presently unknown to Plaintiff.

23. On or about July 8, 2019, a group of laborers at the Countryside Facility organized a protest and submitted a letter petition ("Petition") to Medrick Rainbow, General Manager for Voyant's Countryside Facility; Bill Smith, Chief Operating Officer for Voyant; and Kyle Carstensen, President of ASI (*See* Petition delivered to Voyant and ASI managers on July 8, 2019 attached as Exhibit A).

24. Over fifty laborers at the Countryside Facility, many of whom were assigned to the

Countryside Facility through ASI, signed the Petition.

25. The Petition detailed sexual harassment and other grievances with the workplace environment at the Countryside Facility.

26. Regarding sexual harassment, the Petition stated in pertinent part: “We women have endured Voyant Beauty employees touching us in our private parts, making obscene comments and gestures, and creating a hostile work environment which is toxic and extraordinarily traumatic.”

27. On or about July 10, managers from both Voyant and ASI met with a group of laborers to discuss the sexual harassment occurring. Several of the laborers participating in the July 10, 2019 meeting had been assigned to the Countryside Facility through ASI. During this meeting, multiple laborers described incidents of sexual harassment at the Countryside Facility to the managers from Voyant and ASI.

28. Approximately one week after the Petition was submitted, Voyant and ASI began to take retaliatory action against laborers who had complained about sexual harassment.

29. This retaliatory action included reducing the work hours of laborers assigned to the Countryside Facility. Beginning in approximately the week of July 15, 2019, laborers whose work schedules had consistently included significant overtime hours for several years suddenly saw their hours reduced to 40 hours or less per week.

30. The intent of Voyant’s decision to cut laborers’ hours was to signal to all laborers working at Voyant that the reduction of hours was a consequence of certain laborers’ complaining about working conditions, including sexual harassment, at the Countryside Facility.

31. In addition to taking retaliatory action, Voyant and ASI failed to take adequate steps to stop the sexual harassment that had been reported in the Petition and at the July 10 and July 12, 2019 meetings.

32. For instance, Voyant continued to allow mechanics to walk in the tight space between female laborers and each packaging line to reach machines requiring maintenance. Multiple female laborers had complained that male mechanics had used the tight quarters as a pretext for pressing themselves against female laborers' buttocks. Such complaints against Voyant mechanics continued in the weeks following the laborers' protests.

33. On or about July 24, 2019, a group of laborers again complained about Voyant's tolerance of sexual harassment at the Countryside Facility by staging a protest outside the facility. The protest was covered by a local television news program on Univision, a Spanish-language television network.¹ (See screenshots of protest attached as Exhibit B.)

34. On or about July 24, 2019, following the second protest, laborers met with ASI managers to express their feelings that their concerns over sexual harassment and other problems at Voyant's Countryside Facility were not being addressed.

35. Following the July 24, 2019 protest, Voyant and ASI escalated their retaliation against laborers who had participated in the protest or who had otherwise complained about sexual harassment.

36. For example, on or about July 29, 2019, at the direction of Voyant, ASI suspended Noemi Garcia. The suspension occurred after Ms. Garcia had complained about sexual harassment by Jerry, one of Voyant's mechanics at the Countryside Facility. Ms. Garcia had complained to managers for Voyant and ASI on or about July 17, 2019, and then again on July 26, 2019. She was suspended only three days after her second complaint.

37. Approximately between July 31, 2019, and August 1, 2019, managers from Voyant and ASI, including Voyant's Medrick Rainbow and ASI's Kyle Carstensen, met with nine ASI laborers who participated in the July 24, 2019 protest. At these meetings, Voyant and ASI managers informed seven of the nine ASI laborers that their assignment to Voyant would be

terminated.

¹ Coverage of the July 24, 2019 protest is available at: <https://www.univision.com/local/chicago-wgbo/trabajadoras-latinas-protestan-por-ser-agredidas-sexualmente-en-su-trabajo-y-reclaman-mejor-condiciones-laborales?%3Fq2=&fbclid=IwAR0ICA14cxjmbDZcrJ0-n3LQL7t9IY6NicvP-tk1XQTjmypgfaXgnrqewzE> (last visited ***, 2019).

38. In early August 2019, most of the ASI laborers terminated from Voyant for complaining about sexual harassment and other issues at the Countryside Facility filed charges with the National Labor Relations Board and the Equal Employment Opportunity Commission.

39. On August 6, 2019, the Office of the Attorney General notified Voyant and ASI that it was investigating these alleged violations of the Illinois Human Rights Act by issuing subpoenas to Voyant and ASI.

40. Facing investigation from multiple state and federal agencies, Voyant and ASI allowed some of the ASI laborers they had terminated to return to the Countryside Facility in mid-August 2019. Over the course of the remaining months in 2019, the remainder of ASI laborers whose assignments to Voyant were terminated were allowed to return to Voyant.

41. Notwithstanding the return of these laborers to the Countryside Facility, the retaliation against laborers by Voyant and ASI did not cease. For example, several of the laborers that were terminated by Voyant and ASI were not restored to their former duties and positions. Instead, they were regularly shifted to different packaging lines and positions throughout the week.

42. Voyant has also failed to institute policies, practices, and trainings that are sufficient to address the sexual harassment and retaliation that has occurred at the Countryside Facility.

43. Plaintiff seeks penalties and permanent injunctive relief to stop the sexual harassment and retaliation occurring at the Countryside Facility.

COUNT I
Sexual Harassment in Violation of 775 ILCS 5/2-102(D)
against Defendant Voyant

44. The People restate and re-allege Paragraphs 1 through 44 of this complaint as though fully set forth herein.

45. Section 2-101(E) of the Act makes it a civil rights violation for “any employer... to engage in sexual harassment.”

46. At all times relevant to this Complaint, Voyant qualified as an “employer” under the Act, defined in relevant part as “any person employing one or more employees when a complainant alleges civil rights violation due to unlawful discrimination based upon . . . sexual harassment.” 775 ILCS 5/2-101(B)(1)(b).

47. Voyant engaged in a pattern and practice of sexual harassment against female laborers at its Countryside Facility.

48. As a direct and proximate result of Voyant’s conduct and omissions, Voyant engaged in a pattern and practice of sexual harassment of female laborers and permitted and enabled a hostile, offensive, and undesirable working environment in violation of Section 2- 102(D) of the Act.

WHEREFORE, Plaintiff, the People of the State of Illinois prays that this Honorable Court:

- a. Enjoin Voyant from engaging in sexual harassment;
- b. Order Voyant to cease all retaliatory conduct against laborers that complained about sexual harassment;
- c. Order Voyant to adopt workplace anti-harassment policies, practices, and training to prevent sexual harassment, retaliation, and discrimination in employment; and
- d. Order Voyant to submit to monitoring of its processing of work-related complaints, including record-keeping, investigations, and resolutions to mitigate the effects of Voyant’s retaliation

- e. Assess civil penalties against Voyant pursuant to Section 10-104(B) of the Act in the amount of \$10,000 for each violation of the Act.

COUNT II
Retaliation in Violation of 775 ILCS 5/6-101(A)
against Defendant Voyant

49. The People restate and re-allege Paragraphs 1 through 57 of this Complaint as though fully set forth herein.

50. Section 6-101(A) of the Act makes it a civil rights violation to retaliate or to conspire to “retaliate against a person because he or she has opposed that which or she reasonably and in good faith believes to be unlawful discrimination or sexual harassment in employment[.]”

51. At all times relevant to this Complaint, Voyant qualified as an “employer” under the Act, defined in relevant part as “any person employing one or more employees when a complainant alleges civil rights violation due to unlawful discrimination based upon . . . sexual harassment.” 775 ILCS 5/2-101(B)(1)(b).

52. Voyant engaged in a pattern and practice of retaliation against laborers at its Countryside Facility who complained about sexual harassment.

WHEREFORE, Plaintiff, the People of the State of Illinois prays that this Honorable Court:

- a. Enjoin Voyant from engaging in sexual harassment;
- b. Order Voyant to cease all retaliatory conduct against laborers that complained about sexual harassment;
- c. Order Voyant to adopt workplace anti-harassment policies, practices, and training to prevent sexual harassment, retaliation, and discrimination in employment; and
- d. Order Voyant to submit to monitoring of its processing of work-related complaints, including record-keeping, investigations, and resolutions to mitigate the effects of

Voyant's retaliation.

- e. Assess civil penalties against Voyant pursuant to Section 10-104(B) of the Act in the amount of \$10,000 for each violation of the Act.

THE PEOPLE OF THE STATE OF ILLINOIS,

By and through,

Kwame Raoul,
Attorney General of the State of Illinois

Dated: August 24, 2020

BY: /s/ Christopher G. Wells
Christopher G. Wells
Kathy Hunt Muse
Alvar Ayala
Javier Castro
Assistant Attorneys General
100 West Randolph Street, 11th Floor
Chicago, Illinois 60601
Phone: (312) 814-3000
Attorney no. 99000
cwells@atg.state.il.us