



April 1, 2021

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**ATTORNEY GENERAL RAOUL REACHES SETTLEMENTS OVER SEX DISCRIMINATION IN TEMPORARY LABOR HIRING**  
***Consent Decrees with Staffing Agency and Client Companies to Ensure Equal Employment Opportunities for Workers***

**Chicago** — Attorney General Kwame Raoul today filed consent decrees reached with a temporary staffing agency and three companies that utilize temporary staffing labor, which resolve allegations the companies segregated workplaces and discriminated against workers based on their sex when hiring.

The consent decrees resolve lawsuits Raoul's office also filed today against Fibre Drum Sales Inc. ([FDS](#)); DSI Holdings Corporation, doing business as Service Master ([DSI](#)); Amylu Foods LLC ([Amylu](#)); and Alternative Staffing Inc. ([ASI](#)) and its associated entity Resource Management Group Inc. The consent decrees protect workers from discrimination on the basis of their sex by ensuring the companies take steps to prevent future discrimination when hiring. Additionally, the consent decrees require the companies to pay civil penalties totaling \$280,000.

"The companies seeking to hire workers based on sex – not qualifications – barely attempt to hide their discriminatory hiring practices because such discrimination is almost commonplace within the temporary staffing industry," Raoul said. "I am committed to taking action to stop pervasive discrimination in the temporary staffing industry because Illinois workers should have equal opportunities for employment and not be subject to discrimination in the workplace."

The Attorney General's lawsuits allege that the companies segregated their workplaces making some positions open only to men and others only to women, regardless of whether workers could perform the duties of each position. This meant candidates were systematically excluded from consideration because of their sex, and based on stereotypes about the work that women are suited for. In the case of one company, women had not been assigned to work in a production position in years, and the company's facility did not even have a women's locker room.

It is not uncommon for companies that utilize temporary staffing labor to assign positions based on gender stereotypes about the work that women can perform. Additionally, some companies use temporary staffing agencies to segregate their workplaces based on these stereotypes. For example, companies often use codes such as "heavies" or "lights" to signify men or women, respectively, when making sex-specific laborer requests through their staffing agencies. Staffing agencies then use these thinly-veiled, sex-specific requests to recruit workers. Such practices can result in an underrepresentation of women in the workforce or women being tied to lower paying positions.

Raoul's consent decrees are aimed at eliminating discrimination and ensuring that temporary laborers are solicited and chosen based on their ability to fill the requirements of the positions available, irrespective of their sex. The consent orders require the client companies to communicate minimum requirements for open positions, and staffing agencies engaged by the companies must recruit workers based on those requirements – not workers' sex. The decrees also call for companies to conduct annual reviews of position descriptions to ensure hiring requests are tailored to the needs of each position and do not discriminate on the basis of sex.

Additionally, the decrees require the companies to train personnel on sex-based discrimination, including bias in employment and assignments; create and distribute a discrimination and equal employment opportunity policy; establish a complaint hotline; and increase recordkeeping. The consent decrees also require the companies to provide regular reports to the Attorney General's office to ensure compliance.

The consent decrees build on Attorney General Raoul's work to advocate for workers and protect them from unlawful forms of discrimination. Raoul previously sued Voyant, a beauty packaging company in Cook County, and installed a monitor followi...

workers' complaints of sexual harassment and retaliation. Raoul also initiated a lawsuit against Colony Inc. and its temporary staffing agencies alleging they unlawfully conspired to fix workers' wages and restrict their right to find better employment opportunities. Attorney General Raoul also leads the Worker Protection Unit Task Force, which is composed of state agencies and law enforcement officials from around the state. The task force issued its first report in November 2020.

Raoul's consent decrees today involve sex discrimination in the temporary staffing industry, and the action follows a recent report detailing race discrimination in the temporary staffing industry in the Chicago area. The report, entitled "Opening the Door," details the pervasiveness of hiring discrimination based on race by temporary staffing agencies that serve many businesses.

Attorney General Raoul encourages workers who have experienced workplace discrimination 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 Attorneys General Javier Castro and Samantha Kronk handled the cases for Raoul's Workplace Rights Bureau.

A Spanish translation of this press release is [available here](#).



**12-Person Jury**

Return Date: No return date scheduled  
Hearing Date: 7/30/2021 9:30 AM - 9:30 AM  
Courtroom Number: 2502  
Location: District 1 Court  
Cook County, IL

FILED  
4/1/2021 9:48 AM  
IRIS Y. MARTINEZ  
CIRCUIT CLERK  
COOK COUNTY, IL  
2021CH01556

**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,

Plaintiff,

v.

FIBRE DRUM SALES, INC.,

Defendant.

12795420

Case No. **2021CH01556**

Jury Demand

**COMPLAINT**

Plaintiff, the People of the State of Illinois, by and through its attorney, Kwame Raoul, Attorney General of the State of Illinois, brings this complaint against Fibre Drum Sales, Inc (“FDS”).

**NATURE OF COMPLAINT**

1. Plaintiff brings this complaint pursuant to the Illinois Human Rights Act, 755 ILCS 5/1-101 *et seq.* (the “Act”) against FDS. FDS makes and ships industrial containers and accessories to various companies across Illinois. FDS is located at 2414 West 139th Place, in Blue Island, Illinois. Over a period of several years, FDS has impermissibly used employees’ sex to determine the positions that employees are eligible for without regard to the employees’ skills or their ability to meet the requirements of positions available. In making sex the main eligibility requirement to fill certain positions, FDS harmed Illinois workers whose sex prevented them from being eligible for certain positions available at FDS. FDS’s policies have also harmed Illinois workers by perpetuating gender stereotypes regarding the different work men and women can do.

FILED DATE: 4/1/2021 9:48 AM 2021CH01556

## **JURISDICTION AND VENUE**

2. This action is brought pursuant to Section 10-104 of the Act and seeks equitable relief and civil penalties for violations of Section 2-102(A). 775 ILCS 5/10-104; 775 ILCS 5/2-102(A).

3. This Court has jurisdiction over Plaintiff's claims because Defendant committed many of the violations complained of herein in Cook County, Illinois, and Defendant conducts and transacts business within Cook County. 735 ILCS 5/2-209(a)(1); 735 ILCS 5/2-209(b)(4).

4. Venue is proper in this judicial district because Defendant maintains offices in Cook County, and many of the events giving rise to Plaintiff's claims occurred in Cook County. 735 ILCS 5/2-101.

## **PARTIES**

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

6. The Attorney General enforces the public policy of the State of Illinois to secure for its residents freedom from sex discrimination in employment. 775 ILCS 5/1-102(A). It is the declared interest of the State of Illinois that all people in Illinois can maintain personal dignity, realize their full productive capacities, and further their interests, rights, and privileges as residents of Illinois. 775 ILCS 5/1-102(E). FDS's actions constitute a direct threat to the State's public policy and its stated interest in the nondiscriminatory treatment of its residents.

7. FDS is a corporation headquartered and authorized to transact business in Illinois.

8. FDS is an "Employer," as defined under the Human Rights Act. 775 ILCS 5/2-101(B)(1)(a), (b).

9. At all relevant times, FDS has employed two types of workers: (1) individuals hired directly by FDS (“Direct Employees”) and (2) individuals assigned on an as-needed basis (“Temporary Employees”).

10. At all relevant times, Temporary Employees have been assigned through day and temporary labor service agencies (“Temporary Staffing Agencies”), as defined in the Illinois Day and Temporary Labor Services Act. 820 ILCS 175/5.

11. Both Direct Employees and Temporary Employees are “Employees,” as defined under the Human Rights Act, because they performed services for remuneration within Illinois. 775 ILCS 5/2-101(A)(1)(a).

### **FACTUAL ALLEGATIONS**

12. FDS is an industrial rigid and flexible packaging and reuse company. It builds and refurbishes industrial containers and ships them and accessories to various industries across the state.

13. FDS relies heavily on the services of Temporary Staffing Agencies to meet its staffing needs.

14. FDS makes daily or weekly requests to its staffing agencies for Temporary Employees which the Temporary Staffing Agencies fill.

15. On any given week within the four years preceding the filing of this lawsuit, FDS requested between 10 and 17 laborers from its Temporary Staffing Agencies.

16. The duration of the Temporary Employees’ job assignments is undefined and, in practice, can vary in length from a few days to several months or years.

17. FDS exercises significant control over almost every aspect of the Temporary Employees' employment and is a joint employer of the Temporary Employees with the Temporary Staffing Agencies it utilizes to source its labor force.

18. FDS has control over the requirements that candidates sent by Temporary Staffing Agencies must meet to be assigned to FDS.

19. Once assigned, FDS controls and supervises all aspects of the Temporary Employees' work.

20. Direct Employees and Temporary Employees of FDS work side-by-side at FDS's facility.

21. FDS establishes job expectations for Temporary Employees and supervises the quality of their work on a day-to-day basis. FDS also establishes and enforces internal policies dealing with attendance, requests for time off, and other administrative matters.

22. FDS determines when, whether, and how to discipline Temporary Employees and when to terminate their assignments.

23. The tasks performed by Direct Employees and Temporary Employees at FDS include, but are not limited to: cleaning industrial containers and corresponding parts, removing labels from containers, and loading and unloading materials and containers from trucks.

24. Throughout the four years preceding the filing of this Complaint, FDS has routinely engaged in the discriminatory practice of requesting Temporary Employees from its Temporary Staffing Agencies on the basis of their sex.

25. Specifically, FDS requested that Temporary Staffing Agencies provide it only with men for its general labor positions. FDS did not even provide a locker room for female laborers at

its facility. FDS's assignment practices were based on gender stereotypes about the work that female laborers can and cannot do.

26. FDS engaged in this practice of sex-based discriminatory assignments for at least the four years preceding the filing of this lawsuit.

**Count I:**  
**Discrimination in Staffing in Violation of 775 ILCS 5/2-102(A)**

27. The People restate and re-allege Paragraphs 1 through 26 of this Complaint as though fully set forth herein.

28. Pursuant to Section 2-102(A) of the Act, it is a civil rights violation for "any employer to refuse to hire, to segregate, or to act with respect to recruitment, hiring, promotion, renewal of employment, selection for training or apprenticeship, discharge, discipline, tenure or terms, privileges, or conditions of employment on the basis of unlawful discrimination . . . ." 775 ILCS 5/2-102(A).

29. The Act defines an "Employer" as "any person employing 15 or more employees within Illinois during 20 or more calendar weeks within the calendar year of or preceding the alleged violation." 775 ILCS 5/2-101(B)(1)(a).

30. At all relevant times, FDS has qualified as an "Employer" under the Act.

31. FDS conditions the availability of work for Temporary Employees on the basis of sex and uses the staffing agencies to staff itself in accordance with their discriminatory preferences.

32. By requesting Temporary Employees on the basis of their sex to fill certain positions, FDS has engaged in a pattern and practice of intentional discrimination in violation of Section 2-102(A) of the Act.

33. As a direct and proximate result of FDS' conduct and omissions, FDS, directly and through the Temporary Staffing Agencies it has used, engaged in a pattern and practice of

intentional discrimination on the basis of sex in violation of Section 2-102(A) of the Act. 775 ILCS 5/2-102(A).

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

- a. Enjoin FDS from engaging in employment practices that either directly or indirectly discriminate against individuals on the basis of sex in employment;
- b. Order FDS to adopt workplace policies and practices to prevent discrimination in employment;
- c. Order FDS staff to undergo training on employment discrimination;
- d. Order FDS to submit to monitoring of its processing of work-related complaints, including record-keeping, investigation, and resolutions;
- e. Assess civil penalties against FDS pursuant to Section 10-104(B) of the Act in the amount of \$10,000 for each violation of the Act; and
- f. Grant such other and further relief as the Court deems appropriate.

THE PEOPLE OF THE STATE OF ILLINOIS,

By and through,

Kwame Raoul,  
Attorney General of the State of Illinois

Dated: April 1, 2021

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Return Date: No return date scheduled  
Hearing Date: 7/30/2021 9:30 AM - 9:30 AM  
Courtroom Number: 2502  
Location: District 1 Court  
Cook County, IL

FILED  
4/1/2021 10:07 AM  
IRIS Y. MARTINEZ  
CIRCUIT CLERK  
COOK COUNTY, IL  
2021CH01556

**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.

FIBRE DRUM SALES, INC.,

Defendant.

Case No. 2021CH01556  
Judge

12795938

FILED DATE: 4/1/2021 10:07 AM 2021CH01556

**JOINT MOTION FOR ENTRY OF CONSENT DECREE**

The People of the State of Illinois, (“the State”) and Fibre Drum Sales, Inc., (“Defendant”) have agreed to the terms of a Consent Decree as a final resolution of the litigation between them and jointly move that this Court enter the Consent Decree, attached hereto as Exhibit A. Counsel for Defendant has authorized the State to file this joint motion and to sign on her behalf.

Respectfully submitted,

April 1, 2021

KWAME RAOUL  
Attorney General of the State of Illinois

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*Counsel for Plaintiff*

*Counsel for Defendant*

**CERTIFICATE OF SERVICE**

The undersigned, an attorney, certifies that on the 1st day of April, 2021, true and correct copies of the foregoing **Joint Motion for Entry of Consent Decree** and the exhibit thereto were served via regular U.S. Mail and electronic mail upon the following counsel of record:

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/s/ Alvar Ayala  
Assistant Attorney General  
Chief, Workplace Rights Bureau  
Counsel for the State of Illinois

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

12795938

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

Plaintiff,

v.

FIBRE DRUM SALES, INC.

Defendant.

Case No. **2021CH01556**  
Jury Demand

**CONSENT DECREE**

**I. THE LITIGATION**

1. The Office of the Illinois Attorney General (hereinafter “OAG”) filed this action (“Complaint”) on behalf of Plaintiff, the People of the State of Illinois, alleging that Defendant, Fibre Drum Sales, Inc. (hereinafter “FDS”), had engaged in a pattern and practice of sex discrimination in violation of the Illinois Human Rights Act, 775 ILCS 5/1 *et seq.* (the “Act”). FDS disputes any wrongdoing.

2. In the interest of resolving this matter, and as a result of having engaged in comprehensive settlement negotiations, FDS and the OAG have agreed that this action should be finally resolved by entry of this Consent Decree (“Decree”). This Decree fully and finally resolves the OAG’s claims in the Complaint. The parties further agree that FDS has not admitted liability for any of the conduct alleged in the Complaint, and that FDS has agreed to the entry of this Consent Decree for the sole purpose of bringing this matter to an efficient resolution.

**II. FINDINGS**

3. 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. No party shall contest the jurisdiction of this Court to enforce this Decree and its terms or the right of the OAG to bring an enforcement suit upon an alleged breach of any term(s) of this Decree.

- c. The terms of this Decree are adequate, fair, reasonable, and just.
- d. The rights of the public are adequately protected by this Decree.
- e. 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.
- f. 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. SCOPE AND DURATION OF THE CONSENT DECREE**

4. This Decree will become effective as of the date of entry by the Court (hereinafter, the “Effective Date”) and remain in effect for two years from the Effective Date (the “Term”).

5. This Decree shall be binding upon FDS and its present and future directors, officers, managers, agents, successors, and assigns. During the Term of this Decree, FDS shall provide a copy of this Decree to any organization or person which proposes to merge with FDS or acquire a majority or all of its stock or substantially all its assets, prior to the effectiveness of any such merger or acquisition.

6. This Decree does not release FDS or its owners, directors, officers, managers, agents, successors or assigns from any liability to persons or entities that are not parties to this Decree arising out of the conduct covered by this Decree nor does it constitute an admission of liability by FDS.

7. For purposes of this Decree, these terms are defined as follows:

- a. “Staffing Agency” shall refer to any person or entity engaged in the business of employing day or temporary laborers to provide services, for a fee, to or for any third party client pursuant to a contract with the day and temporary labor service agency and the third party client, as defined by the Illinois Day and Temporary Labor Services Act, 820 ILCS 175/5.
- b. “Temporary Employee” shall refer to any individual assigned to work at FDS through any Staffing Agency.
- c. “Employee” shall refer to all people hired directly by FDS but shall also include all Temporary Employees assigned to FDS unless otherwise indicated in the text hereof.
- d. “Sex Discrimination” shall mean discrimination against any individual on the basis of sex prohibited under 775 ILCS 5/2-102(A).
- e. “Effective Date” shall mean the date of entry of this Decree by the Court.

- f. “Document” shall include, without limitation, anything in which there is portrayed or contained, or from which can be retrieved, any facts, information, or data, including all of the things delineated in Ill. Sup. Ct. R. 214 and without limitation on the foregoing, all electronic data processing materials.

8. Nothing shall preclude the OAG from taking legal action to enforce the terms of this Decree; bringing a separate action should the OAG discover additional violations of the Act outside the scope of conduct covered by this Decree; or referring complaints or allegations of non-compliance with other applicable state or federal laws, outside the scope of this Decree, to appropriate state or federal agencies.

### **III. INJUNCTIVE PROVISIONS**

#### **(A) GENERAL PROVISIONS**

9. FDS, its officers, agents, employees, and all persons acting in concert with it, are enjoined from engaging in any form of sex-based employment discrimination, or failing to take reasonable corrective measures to prevent third-parties from subjecting FDS Employees to any form of sex-based employment discrimination, including refusing to hire, segregating, recruiting, hiring, promoting, renewing employment, selecting for training or apprenticeship, discharging, disciplining, or basing the tenure, terms, privileges, or conditions of employment on the basis of an individual’s sex or race, as set forth in the Act. 775 ILCS 5/2-102(A).

10. If FDS fails to pay the civil penalty set forth in Section V of this Decree, the OAG may immediately apply to the court for appropriate relief. If the OAG believes that FDS has failed to comply with any other provision of this Decree, the OAG shall notify FDS of the alleged noncompliance in writing and give FDS 30 calendar days to remedy the noncompliance to the OAG’s satisfaction. If the parties do not reach an agreement at the end of the 15-day period, the OAG may apply to the court for all appropriate relief. FDS recognizes that the OAG 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, or otherwise enforcing the Decree; or
- b. Other relief as appropriate.

#### **(B) CREATION OF A DISCRIMINATION POLICY**

11. Within 30 days of the Effective Date, FDS shall create an Equal Employment Opportunity Policy (collectively, the “Policy”) and this Policy shall include, but not be limited to, the following terms:

- a. FDS prohibits any assignments, discipline, discharge, or differential terms, conditions, and privileges of employment on the basis of race, color, religion, national origin, ancestry, sex, age, marital status, order of protection status, gender identity, national origin, disability, military service, pregnancy, childbirth and

related medical conditions, military status, unfavorable discharge from military service, genetic information, or any other classification protected by federal, state, and local laws and ordinances. Discrimination and any such prohibited behavior will not be tolerated from any Employee or Staffing Agency.

- b. Employees may make complaints of discrimination to any person in the FDS chain of command or through the Complaint Hotline detailed in Section III(D) of this Decree. The Policy shall also list the appropriate governmental agencies that investigate complaints of employment discrimination, such as the Illinois Department of Human Rights and the Office of the Illinois Attorney General's Workplace Rights Bureau, with their respective phone numbers;
  - c. Employees may make complaints to these governmental agencies regardless of their immigration status;
  - d. Employees may make complaints about discrimination without regard to how much time has passed since the alleged discrimination occurred;
  - e. Employees who make complaints of discrimination or provide information related to such complaints will be protected against retaliation;
  - f. Employees will not be required to complain of discrimination to a supervisor or person against whom they allege the unlawful conduct;
  - g. FDS will maintain the confidentiality of the identities of any discrimination or harassment complainants as well as any witnesses or other persons who provide information about the alleged discrimination to the largest extent possible;
  - h. FDS will take immediate and appropriate corrective action if and when it determines that discrimination has occurred; and
  - i. Employees, including management, who violate the Policy are subject to discipline, up to and including discharge.
12. FDS shall implement and enforce this Policy on behalf of all its Employees in the State of Illinois. FDS shall include the Policy in any relevant manual kept by FDS in the course of its operations.
13. FDS shall forward a copy of its Policy, and their translations, in Spanish and any other commonly spoken language in FDS's workforce, other than English, to the Office of the Illinois Attorney General within 30 calendar days of the Effective Date for approval. This and any other submissions, reports, and certifications should be submitted to the address provided in Section III(K).

### **(C) DISTRIBUTION OF POLICY**

14. FDS shall provide all its Employees with a copy of the Policy referenced in Section III(B) of this Decree, along with information directing Employees to the Hotline referenced in Section

III(D) of this Decree within 60 days of the Effective Date. Additionally, FDS shall ensure that Temporary Employees assigned by Staffing Agencies to FDS be provided with the Policy in their preferred language as part of the Staffing Agencies' Employment Notice package before being assigned to FDS. If FDS has reason to believe that any Temporary Employees have not received the Policy as part of the Staffing Agencies' Employment Notice package, FDS shall provide copies of the Policy to be distributed to any such Temporary Employees at a job site.

15. The Policy, and its translations, shall also be printed in a font that is easily legible (at least 12-point font) and be posted or maintained in a conspicuous, visible, and accessible place for all Employees to view.

16. As required in Section III(K) of this Decree, FDS shall provide certifications to the OAG of its compliance with the requirements this Section of the Decree.

17. FDS shall require all Staffing Agencies and any similar entity to which it outsources responsibilities over payroll, workers' compensation, and supervision over employees or their benefits, to sign an addendum to FDS' staffing agreement with these entities within 30 days of the Effective Date outlining the following: (1) that FDS is an equal employment opportunity employer and prohibits any and all forms of discrimination; (2) that staffing agencies must adhere to FDS' policy against discrimination and must assign laborers to FDS based on laborers' skills and ability to meet the requirements of the position being sourced for FDS, and not on the laborers' sex or other qualities as prohibited by the Illinois Human Rights Act; (3) that any employee who feels that they have been subjected to unlawful discrimination can make a complaint about any relevant incident and have a witness of his or her choosing present when a complaint is made; and (4) that retaliation against any employee making a complaint about discrimination is strictly prohibited. Such language shall be a term of any future staffing agency agreement. The following language shall appear in each written communication to a staffing agency by FDS, in at least 12-point font:

FDS is an Equal Opportunity Employer that does not tolerate 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. As an FDS contractor, you are required to abide by FDS' non-discrimination policy and are required to source laborers for FDS based on their skills or ability to meet the requirements of each position sourced by for FDS, and not based on the laborers' gender or other qualities as prohibited by the Illinois Human Rights Act.

**(D) COMPLAINT HOTLINE**

18. FDS shall establish and maintain a complaint hotline (the "Hotline") for Employees to report any incidents of discrimination and harassment by FDS within 60 days of the Effective Date. The Hotline may be, at the election of FDS, either a dedicated third-party response and message service or a direct dial line staffed or monitored by a qualified Employee of FDS.

19. FDS shall ensure that all calls received through the Hotline concerning discrimination or harassment are reported to FDS' Plant and Production manager for review and handling pursuant to the Policy and this Decree.

20. FDS shall post notices informing all Employees of the existence of the Hotline. These notices shall be in English, Spanish, and any other commonly spoken language in FDS' workforce, and posted in conspicuous, visible, and accessible areas of each of its locations in Illinois. These notices shall provide the Hotline number and clearly state that the Hotline is available to all Employees for making complaints of discrimination.

21. In accordance with the reporting requirements of Section III(G) of this Decree, FDS shall aggregate and report every four months to the OAG all calls received through the Hotline alleging, in form or substance, discrimination or harassment, and actions taken by the company in response to the complaint.

**(E) NOTICE TO EMPLOYEES**

22. FDS shall post the Notice attached as Appendix A, in English and Spanish on all bulletin boards, places where notices are customarily posted, and places the OAG deems appropriate, and shall distribute the notice electronically to all staffing agencies with whom FDS is currently contracted within 30 calendar days of the Effective Date. FDS must make all reasonable efforts to ensure that the posting is not altered, defaced, or covered by other materials. FDS shall require that Staffing Agencies with which it contracts provide the Notice attached as Appendix A to all new employees assigned to work at FDS, in English and Spanish, within 30 days of the Effective Date, and prior to the assignment of any new Temporary Employees throughout the Term of this Decree. FDS shall verify that the Staffing Agencies have provided the Notice attached as Appendix A to Temporary Employees within 30 days of the Effective Date. If FDS discovers that the Notice attached as Appendix A has not been provided, then FDS will take necessary steps to distribute the Notice itself.

**(F) TRAINING OF EMPLOYEES**

23. During the Term of this Decree, FDS shall provide an annual training on employment discrimination to all Employees in Illinois. The training shall specifically concern sex-based discrimination including bias in employment and assignments.

24. The initial training session ("Initial Training") shall occur within 120 calendar days of the Effective Date in accordance with the following requirements:

- a. FDS shall select an outside instructor ("Instructor") to organize, construct, and supervise all training sessions. FDS' choice of Instructor must be approved by the OAG. FDS and its Instructor must submit all materials and content of the training to the OAG for approval within 90 days of the Effective Date. The OAG may withhold approval of the training if the OAG is not satisfied with the quality, content, and tailoring of the training materials submitted by FDS and its instructor. The chosen Instructor must be compensated by FDS.



- b. The OAG and FDS shall confer and agree on the date, manner, and location(s) for the Initial Session.
  - c. The Initial Training may be conducted online or in virtual format in accordance with reasonably acceptable safety protocols in light of the Covid-19 pandemic.
25. The remaining training sessions shall be modeled on the Initial Training and shall take place annually, no later than 30 calendar days after the anniversary date of the Initial Training.
26. FDS shall take and maintain attendance lists of all Employees that participate in the Initial and Annual Trainings.
27. This training will be recorded and provided as part of the Employee orientation process to any new Employees.
28. Additionally, within 30 days of the Effective Date, FDS shall designate Employees that will be responsible for investigating complaints of Sex Discrimination. All personnel that are involved in the investigation or resolution of complaints shall receive comprehensive training (“Investigations Training”) from an outside instructor before they begin their involvement in the sexual harassment or other Sex Discrimination complaint process and annually thereafter. FDS shall submit its choice of instructor to perform the Investigations Training and all materials to be used in this training to the OAG for review and approval within 90 days of the Effective Date. The Investigations Training shall occur within 120 days of the Effective Date. The topics of the Investigations Training shall include, but not be limited to: (1) FDS’ obligations under the law; (2) FDS’ complaint process; (3) how to conduct an intake interview for a complaint about Sex Discrimination; (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.

### **(G) COMPLAINT PROCESSING**

29. FDS shall use its best efforts to learn of all complaints and incidents of Sex Discrimination. FDS shall document all complaints of Sex Discrimination. FDS 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, FDS shall draft an investigative report that includes: (1) the names of any individuals involved in any alleged Sex Discrimination; (2) a narrative summary of any alleged Sex Discrimination, 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 therefore, or if no remedial action is taken, the reasons why not. A copy of each complaint documented by FDS pursuant to this paragraph shall be forwarded to the OAG every four months along with the investigative reports for each such complaint made.

## **(H) POSITION DESCRIPTIONS**

30. Within 30 days of the Effective Date, FDS shall review its Position Descriptions to ensure that each description has adequate standardized minimum job requirements. FDS shall also have its safety and compliance personnel review the current Position Descriptions to evaluate the lifting requirements and to analyze safety and risks. If the lifting requirements may be reduced without loss of safety or efficiency due to new equipment or other procedures, then the Position Descriptions shall be so revised and the revised descriptions provided to the OAG. FDS will provide a copy of these Position Descriptions to the OAG within 30 days of the Effective Date. If the Position Descriptions are not revised, FDS' safety and compliance personnel shall certify in annual reporting to the OAG that the Position Description requirements remain appropriate to the nature of the position. FDS will conduct a review the lifting and safety requirements at least once a year during the duration of this Decree.

31. FDS shall uniformly rely on the minimum position requirements when evaluating candidates for employment, whether hired directly or through a Staffing Agency. When requesting temporary employees from staffing agencies to fill a position, FDS shall not make discriminatory requests for temporary employees through the use of code words or other proxies for Sex Discrimination and shall instead insist that Staffing Agencies use the FDS' Position Descriptions to recruit Temporary Employees to fill open positions at FDS.

## **(I) RECORD-KEEPING**

32. FDS shall ensure that all requests to Staffing Agencies for temporary employees are made via written (email) communications and shall maintain these communications for at least a two-year period from the Effective Date.

33. FDS shall record the basis for taking disciplinary actions against employees, including termination, or refusal to accept a Temporary Laborer assigned by a Staffing Agency, and the basis for any "Do Not Return" orders to Staffing Agencies, and shall maintain these records for at least a two-year period following the Effective Date.

## **(J) FACILITIES**

34. FDS shall ensure that its facilities are set up to accommodate equally the needs of male and female Employees. For example, FDS shall ensure that adequate locker rooms for women are created in its facilities within 120 days of the Effective Date. Within 30 days of the Effective Date, FDS will provide the OAG with a report on the plans for any improvements on its facility to meet its obligations under this Decree.

## **(K) REPORTING REQUIREMENTS**

35. FDS shall fully cooperate with the OAG in connection with its efforts to oversee and ensure the implementation of the terms of this Decree. The OAG shall have reasonable and timely access to all employees and to documents or other information that are relevant to the allegations in the Complaint or necessary to the supervise compliance with this Decree, including, but not limited to: (i) employees' personnel records, including payroll records and billing records from Staffing

Agencies; (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 Sex Discrimination; and (vi) communications between FDS and any Staffing Agency.

36. Every four months, FDS shall submit to the OAG a report of all Sex Discrimination complaints made by any FDS Employee occurring within the four month period preceding the report, including, if provided, the complainant's name, date of complaint, job title, location of the complained-of conduct, phone number, summary of allegations, name of the person(s) complained of, and summary of FDS' resolution(s) taken pursuant to its Policy. FDS shall not use any information it compiles or produces pursuant to this requirement for any reason unrelated to the enforcement of its Policy or compliance with this Decree.

37. FDS shall track and report to the OAG every four months the following:

- a. The number of temporary employees requested by FDS from its Staffing Agencies to fill any position;
- b. FDS shall maintain records showing the name and sex of each temporary employee sent by the Staffing Agencies in response to the staffing requests, and the position and the job site to which each such Temporary Employee was assigned to work, and upon request by the OAG, FDS shall provide these records as part of its report;
- c. The name and sex of each person who applies to be directly hired by FDS to fill a position, including individuals who apply for internal transfers; and
- d. The name and sex of each person directly hired by FDS, and the position they fill;

38. FDS will voluntarily submit its policy and practices to prevent Sex Discrimination to auditing by the OAG. The OAG reserves the right to perform such audits every four months. In the event the OAG exercises its right to audit, FDS will, upon request, produce the following documents:

- a. All documents and communications between FDS and its Staffing Agencies relating to assignments for a period of time designated by the OAG; and
- b. Any other documents necessary to accomplish the goals of this Decree.

39. On a twice-annual basis, starting 6 months from the Effective Date, FDS shall submit to the OAG a certification of its compliance with all provisions of this Decree.

40. FDS shall send each report, as well as all other notifications and certifications required from FDS by this Decree, in electronic or paper form, to the following:

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

**IV. ENFORCEMENT OF POLICY**

41. FDS shall abide by and enforce the Policy and shall notify any Staffing Agency or entity utilized by FDS that the Staffing Agency must comply with the Policy as laid out in this Consent Decree. Upon FDS becoming aware of material noncompliance by a Staffing Agency, FDS shall take immediate corrective measures up to and including terminating the Staffing Agency.

**V. MONETARY RELIEF**

42. Within 30 calendar days of the Effective Date, FDS shall pay a total of \$60,000.00 in civil penalties pursuant to Section 10-104(B)(1)(a) of the Act to resolve this matter. 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”) for subsequent expenditure at the sole discretion of and as authorized by the Attorney General to protect Illinois workers’ rights.

43. The above-referenced payment and any reports due under this Consent Decree shall be delivered to the following address:

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

**VI. DISPUTE RESOLUTION**

44. In the event that the OAG believes that FDS has failed to comply with any provision of the Decree, the OAG shall have the right to seek court intervention. Additionally, no party shall contest the Court’s jurisdiction to hear a dispute arising from the Decree nor challenge the OAG’s ability to bring an action to enforce the terms of the Decree in this Court. FDS reserves the right to oppose any specific remedy sought by the OAG.

**VI. SIGNATURES**

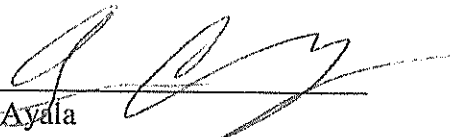
45. Facsimiles and electronic (PDF) copies are deemed acceptable, binding signatures for the purposes of this Decree. This Decree may be executed in counterparts, each of which will be deemed an original, and all of which constitute one and the same agreement.

THE OFFICE OF THE ILLINOIS ATTORNEY GENERAL

KWAME RAOUL  
Attorney General of the State of Illinois

Dated: 3/22/2021

By:

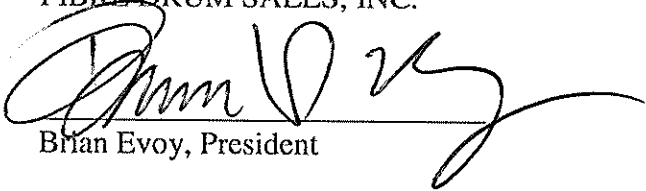
  
\_\_\_\_\_  
Alvar Ayala  
Workplace Rights Bureau Chief  
100 West Randolph Street, 11th Floor  
Chicago, Illinois 60601  
(312) 343-0099  
[aayala@atg.state.il.us](mailto:aayala@atg.state.il.us)

Dated:

3/31/2021

By:

FIBRE DRUM SALES, INC.

  
\_\_\_\_\_  
Brian Evoy, President

APPENDIX A

# NOTICE TO ALL EMPLOYEES

This notice is being posted pursuant to a Consent Decree between the Illinois Attorney General and Fibre Drum Sales, Inc., (“FDS”). FDS is working with the Illinois Attorney General to ensure that positions in the workplace are assigned based on laborers skills and qualification and not based on their sex.

*We hereby notify our employees of the following:*

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We will protect your right to work in an environment free of sex-based discrimination and ensure that positions in the workplace are assigned based on laborers’ skills, qualifications, and ability to meet the minimum requirements for the positions available at FDS.

---

If you feel you have been a victim of sex based discrimination, we encourage you to report it to your supervisors or managers at FDS or by contacting FDS at the number below:

## HOTLINE

If you have any concerns over FDS’s investigation of your allegations of sex-based discrimination, you may contact the Office of the Illinois Attorney General’s Workplace Rights Bureau to report any mishandling of your Complaint(s) at the number below:

**844-740-5076**

**If you believe you have been the victim of sex-based discrimination, you have 300 days from the alleged violation to file a Complaint with any of the agencies below in order 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/>



# AVISO A TODOS LOS EMPLEADOS

Este aviso se distribuye en conformidad con un Decreto de Consentimiento entre la Oficina del Procurador General de Illinois y Fibre Drum Sales, Inc., ("FDS"). FDS está trabajando con el Procurador General de Illinois para asegurar que las posiciones en nuestro lugar de trabajo sean asignadas en base a las calificaciones y aptitudes de los trabajadores y no en base a su sexo.

Por la presente notificamos a nuestros empleados sobre lo siguiente:

---

Protegeremos su derecho a trabajar en un entorno libre de discriminación en base a su sexo y aseguraremos que las posiciones de nuestro lugar de trabajo sean asignadas basado en las aptitudes, calificaciones y habilidad de los trabajadores para llenar los requisitos mínimos para cada posición.

---

Si siente que ha sido víctima de discriminación en base a su sexo, le recomendamos que lo reporte a sus supervisores o gerentes de FDS o se comunique con FDS al número que aparece a continuación:

## HOTLINE

Si tiene alguna inquietud sobre la investigación de FDS acerca de su queja de discriminación en base a su sexo, puede comunicarse con la Oficina del Procurador General de Illinois para reportar cualquier manejo indebido de su(s) Queja(s) al número siguiente:

**844-740-5076**

**Si usted cree que ha sido víctima discriminación basada en su sexo, debe presentar una queja ante una de las agencias a continuación dentro de los 300 días de la violación para proteger su derecho a buscar un remedio para la presunta violación:**

**Departamento de Derechos Humanos de Illinois:** 312-814-6200 (Tel); 866-740-3953 (TTY); <https://www2.illinois.gov/dhr/>

**Comisión de Igualdad de Oportunidades en el Empleo:** 1-800-669-4000 (Tel); 312-869-8001 (TTY); <https://www.eeoc.gov/field/chicago/>



**12-Person Jury**

Return Date: No return date scheduled  
Hearing Date: 7/30/2021 10:00 AM - 10:00 AM  
Courtroom Number: 2405  
Location: District 1 Court  
Cook County, IL

FILED  
4/1/2021 9:40 AM  
IRIS Y. MARTINEZ  
CIRCUIT CLERK  
COOK COUNTY, IL  
2021CH01554

**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,

Plaintiff,

v.

DSI HOLDINGS CORPORATION. d/b/a  
SERVICE MASTER

Defendant.

12795065

Case No.

Jury Demand

**COMPLAINT**

Plaintiff, the People of the State of Illinois, by and through its attorney, Kwame Raoul, Attorney General of the State of Illinois, brings this complaint against DSI Holdings Corporation d/b/a ServiceMaster (“DSI”).

**NATURE OF COMPLAINT**

1. Plaintiff brings this complaint pursuant to the Illinois Human Rights Act, 755 ILCS 5/1-101 *et seq.* (the “Act”) against DSI, a franchisee of The ServiceMaster Company, LLC. DSI provides disaster restoration and cleaning services across Illinois. DSI has several branch offices in Illinois including in Chicago, Downers Grove, Springfield, Champaign, Princeton, and Lake Zurich. Over a period of several years, DSI has impermissibly used employees’ sex to determine the positions that employees are eligible for without regard to the employees’ skills or their ability to meet the requirements of positions available at DSI. In making sex the main eligibility requirement to fill certain positions, DSI harmed Illinois workers whose sex prevented them from

FILED DATE: 4/1/2021 9:40 AM 2021CH01554



being eligible for certain positions available at DSI. DSI's policies have also harmed Illinois workers by perpetuating gender stereotypes regarding the different work men and women can do.

### **JURISDICTION AND VENUE**

2. This action is brought pursuant to Section 10-104 of the Act and seeks equitable relief and civil penalties for violations of Section 2-102(A). 775 ILCS 5/10-104; 775 ILCS 5/2-102(A).

3. This Court has jurisdiction over Plaintiff's claims because Defendant committed many of the violations complained of herein in Cook County, Illinois, and Defendant conducts and transacts business within Cook County. 735 ILCS 5/2-209(a)(1); 735 ILCS 5/2-209(b)(4).

4. Venue is proper in this judicial district because Defendant maintains offices in Cook County, and many of the events giving rise to Plaintiff's claims occurred in Cook County. 735 ILCS 5/2-101.

### **PARTIES**

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

6. The Attorney General enforces the public policy of the State of Illinois to secure for its residents freedom from sex discrimination in employment. 775 ILCS 5/1-102(A). It is the declared interest of the State of Illinois that all people in Illinois can maintain personal dignity, realize their full productive capacities, and further their interests, rights, and privileges as residents of Illinois. 775 ILCS 5/1-102(E). DSI's actions constitute a direct threat to the State's public policy and its stated interest in the nondiscriminatory treatment of its residents.

7. DSI is a corporation headquartered and authorized to transact business in Illinois.

8. DSI is an “Employer,” as defined under the Human Rights Act. 775 ILCS 5/2-101(B)(1)(a), (b).

9. At all relevant times, DSI has employed and two types of workers: (1) individuals hired directly by DSI (“Direct Employees”) and (2) individuals assigned on an as-needed basis (“Temporary Employees”).

10. At all relevant times, Temporary Employees have been assigned through day and temporary labor service agencies (“Temporary Staffing Agencies”), as defined in the Illinois Day and Temporary Labor Services Act. 820 ILCS 175/5.

11. Both Direct Employees and Temporary Employees are “Employees,” as defined under the Human Rights Act, because they performed services for remuneration within Illinois. 775 ILCS 5/2-101(A)(1)(a).

### **FACTUAL ALLEGATIONS**

12. DSI is the largest operator of the ServiceMaster Restore and ServiceMaster Recovery Management brands in the world. DSI provides disaster restoration and recovery management services to customers across Illinois from six branch offices located throughout the state.

13. The services DSI provides include fire and water damage restoration, packing out and storing furniture, and biohazard cleanup.

14. DSI relies heavily on the services of Temporary Staffing Agencies to meet its staffing needs.

15. DSI makes daily or weekly requests to its staffing agencies, in writing and orally, for specific numbers of Temporary Employees which the Temporary Staffing Agencies fill by assigning Temporary Employees.

16. DSI requests several dozen Temporary Employees in a given week from various Temporary Staffing Agencies across Illinois.

17. The duration of the Temporary Employees' job assignments is undefined and, in practice, can vary in length from a few days to several months or years.

18. DSI exercises significant control over almost every aspect of the Temporary Employees' employment, and is a joint employer of the Temporary Employees with the Temporary Staffing Agencies it utilizes to source its labor force.

19. DSI has control over the requirements that candidates sent by Temporary Staffing Agencies must meet to be assigned to DSI.

20. Once assigned, DSI controls and supervises all aspects of the Temporary Employees' work.

21. Direct Employees and Temporary Employees of DSI work side-by-side at DSI worksites throughout Illinois.

22. DSI establishes job expectations for Temporary Employees and supervises the quality of their work on a day-to-day basis. DSI also establishes and enforces internal policies dealing with attendance, requests for time off, and other administrative matters.

23. DSI determines when, whether, and how to discipline Temporary Employees and when to terminate their assignments.

24. The tasks performed by Direct Employees and Temporary Employees at DSI include, but are not limited to: demolition work, cleaning and scrubbing furniture and buildings after fire and water damage, and packing and packaging residential and commercial equipment for storage.

25. Throughout the four years preceding the filing of this Complaint, DSI has routinely made discriminatory requests for Temporary Employees on the basis of their sex to the Temporary Staffing Agencies it has contracted with. These discriminatory requests were made both in writing and orally.

26. DSI's requests for Temporary Employees have not included job descriptions or other *bona fide* job requirements such as lifting requirements that corresponded to the duties of each position sourced through Temporary Staffing Agencies. Indeed, DSI has never prepared written job descriptions for any of the positions it sources through Temporary Staffing Agencies.

27. DSI often requested Temporary Employees by referencing little more than the Temporary Employee's sex to describe the requirements for the position.

28. DSI's requests for Temporary Employees and subsequent assignments were typically based on gender stereotypes. For example, DSI often requested that Temporary Staffing Agencies provide it with men for its general demolition work while requesting women to perform cleaning and scrubbing work.

29. DSI engaged in this practice of sex-based discriminatory assignments for at least the four years preceding the filing of this lawsuit.

**Count I:**  
**Discrimination in Staffing in Violation of 775 ILCS 5/2-102(A)**

30. The People restate and re-allege Paragraphs 1 through 29 of this Complaint as though fully set forth herein.

31. Pursuant to Section 2-102(A) of the Act, it is a civil rights violation for "any employer to refuse to hire, to segregate, or to act with respect to recruitment, hiring, promotion, renewal of employment, selection for training or apprenticeship, discharge, discipline, tenure or

terms, privileges, or conditions of employment on the basis of unlawful discrimination . . . .” 775 ILCS 5/2-102(A).

32. The Act defines an “Employer” as “any person employing 15 or more employees within Illinois during 20 or more calendar weeks within the calendar year of or preceding the alleged violation.” 775 ILCS 5/2-101(B)(1)(a).

33. At all relevant times, DSI has qualified as an “Employer” under the Act.

34. DSI conditions the availability of work for Temporary Employees at its branch offices on the basis of sex and uses the staffing agencies to staff branch offices in accordance with their discriminatory preferences.

35. By requesting Temporary Employees on the basis of their sex to fill certain positions at DSI’s branch offices in Illinois, DSI has engaged in a pattern and practice of intentional discrimination in violation of Section 2-102(A) of the Act.

36. As a direct and proximate result of DSI’s conduct and omissions, DSI, directly and through the Temporary Staffing Agencies it has used, engaged in a pattern and practice of intentional discrimination on the basis of sex in violation of Section 2-102(A) of the Act. 775 ILCS 5/2-102(A).

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

- a. Enjoin DSI from engaging in employment practices that either directly or indirectly discriminate against individuals on the basis of sex in employment;
- b. Order DSI to adopt workplace policies and practices to prevent discrimination in employment;
- c. Order DSI to undergo training on employment discrimination;

- d. Order DSI to submit to monitoring of their processing work-related complaints, including record-keeping, investigation, and resolutions;
- e. Assess civil penalties against DSI pursuant to Section 10-104(B) of the Act in the amount of \$10,000 for each violation of the Act; and
- f. Grant such other and further relief as the Court deems appropriate.

Respectfully Submitted:

THE PEOPLE OF THE STATE OF ILLINOIS,

By and through,

Kwame Raoul,  
Attorney General of the State of Illinois

Dated: April 1, 2021

BY: s/Alvar Ayala  
Alvar Ayala, ARDC #6295810  
Javier Castro, ARDC # 6317223  
Assistant Attorneys General  
100 West Randolph Street, 11th Floor  
Chicago, Illinois 60601  
Phone: (312) 814-3000  
[aayala@atg.state.il.us](mailto:aayala@atg.state.il.us)  
[jcastro@atg.state.il.us](mailto:jcastro@atg.state.il.us)

Return Date: No return date scheduled  
Hearing Date: 7/30/2021 10:00 AM - 10:00 AM  
Courtroom Number: 2405  
Location: District 1 Court  
Cook County, IL

FILED  
4/1/2021 10:00 AM  
IRIS Y. MARTINEZ  
CIRCUIT CLERK  
COOK COUNTY, IL  
2021CH01554

**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.

DSI HOLDINGS CORPORATION, d/b/a  
SERVICE MASTER,

Defendant.

Case No. 2021CH01554

Judge

12795715

**JOINT MOTION FOR ENTRY OF CONSENT DECREE**

The People of the State of Illinois, (“the State”) and DSI Holdings Corporation, (“Defendant”) have agreed to the terms of a Consent Decree as a final resolution of the litigation between them and jointly move that this court enter the Consent Decree, attached hereto as Exhibit A. Counsel for Defendant has authorized the State to file this joint motion and to sign on his behalf.

Respectfully submitted,

April 1, 2021

KWAME RAOUL  
Attorney General of the State of Illinois

By: /s/ Alvar Ayala  
Alvar Ayala  
Javier Castro  
Assistant Attorneys General  
Office of the Illinois Attorney General  
100 West Randolph Street, 11th Floor  
Chicago, Illinois 60601  
Attorney No. 99000  
Phone: 312-343-0099  
[aayala@atg.state.il.us](mailto:aayala@atg.state.il.us)

/s/ Nathaniel J. Reinsma  
Nathaniel J. Reinsma  
DSI Holdings Corporation  
2400 Wisconsin Avenue  
Downers Grove, IL 60515  
Phone: 630-833-0888  
[nathan.reinsma@smdsi.com](mailto:nathan.reinsma@smdsi.com)

*Counsel for Plaintiff*

*Counsel for Defendant*

**CERTIFICATE OF SERVICE**

The undersigned, an attorney, certifies that on the 1<sup>st</sup> day of April, 2021, true and correct copies of the foregoing **Joint Motion for Entry of Consent Decree** and the exhibit thereto were served via regular U.S. Mail and electronic mail upon the following counsel of record:

Nathaniel J. Reinsma  
DSI Holdings Corporation  
2400 Wisconsin Avenue  
Downers Grove, IL 60515  
Phone: (630) 833-0888  
[Nathan.reinsma@smdsi.com](mailto:Nathan.reinsma@smdsi.com)

/s/ Alvar Ayala  
Assistant Attorney General  
Chief, Workplace Rights Bureau  
Counsel for the State of Illinois



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

12795715

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

Plaintiff,

v.

DSI HOLDINGS CORPORATION, d/b/a  
SERVICE MASTER

Defendant.

Case No. **2021CH01554**  
Jury Demand

**CONSENT DECREE**

**I. THE LITIGATION**

1. The Office of the Illinois Attorney General (hereinafter “OAG”) filed this action (“Complaint”) on behalf of Plaintiff, the People of the State of Illinois, alleging that Defendant, DSI Holdings Corporation, d/b/a ServiceMaster (hereinafter “DSI”), had engaged in a pattern and practice of sex discrimination in violation of the Illinois Human Rights Act, 775 ILCS 5/1 *et seq.* (the “Act”). DSI disputes any wrongdoing.

2. In the interest of resolving this matter, and as a result of having engaged in comprehensive settlement negotiations, DSI and the OAG have agreed that this action should be finally resolved by entry of this Consent Decree (“Decree”). This Decree fully and finally resolves the OAG’s claims in the Complaint. The parties further agree that DSI has not admitted liability for any of the conduct alleged in the Complaint, and that DSI has agreed to the entry of this Consent Decree for the sole purpose of bringing this matter to an efficient resolution.

**II. FINDINGS**

3. 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. No party shall contest the jurisdiction of this Court to enforce this Decree and its terms or the right of the OAG to bring an enforcement suit upon an alleged breach of any term(s) of this Decree.
- c. The terms of this Decree are adequate, fair, reasonable, and just.
- d. The rights of the public are adequately protected by this Decree.
- e. 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.
- f. 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. SCOPE AND DURATION OF THE CONSENT DECREE**

4. This Decree will become effective as of the date of entry by the Court (hereinafter, the “Effective Date”) and remain in effect for two years from the Effective Date (the “Term”).
5. This Decree shall be binding upon DSI and its present and future directors, officers, managers, agents, successors, and assigns. During the Term of this Decree, DSI shall provide a copy of this Decree to any organization or person which proposes to merge with DSI or acquire a majority or all of its stock or substantially all its assets, prior to the effectiveness of any such merger or acquisition.
6. This Decree does not release DSI or its owners, directors, officers, managers, agents, successors or assigns from any liability to persons or entities that are not parties to this Decree arising out of the conduct covered by this Decree nor does it constitute an admission of liability by DSI.
7. For purposes of this Decree, these terms are defined as follows:
  - a. “Staffing Agency” shall refer to any person or entity engaged in the business of employing day or temporary laborers to provide services, for a fee, to or for any third party client pursuant to a contract with the day and temporary labor service agency and the third party client, as defined by the Illinois Day and Temporary Labor Services Act, 820 ILCS 175/5.
  - b. “Temporary Employee” shall refer to any individual assigned to work at DSI through any Staffing Agency.
  - c. “Employee” shall refer to all people hired directly by DSI but shall also include all Temporary Employees assigned to DSI unless otherwise indicated in the text hereof.

- d. “Sex Discrimination” shall mean discrimination against any individual on the basis of sex prohibited under 775 ILCS 5/2-102(A).
- e. “Effective Date” shall mean the date of entry of this Decree by the Court.
- f. “Document” shall include, without limitation, anything in which there is portrayed or contained, or from which can be retrieved, any facts, information, or data, including all of the things delineated in Ill. Sup. Ct. R. 214 and without limitation on the foregoing, all electronic data processing materials.

8. Nothing shall preclude the OAG from taking legal action to enforce the terms of this Decree; bringing a separate action should the OAG discover additional violations of the Act outside the scope of conduct covered by this Decree; or referring complaints or allegations of non-compliance with other applicable state or federal laws, outside the scope of this Decree, to appropriate state or federal agencies.

### **III. INJUNCTIVE PROVISIONS**

#### **(A) GENERAL PROVISIONS**

9. DSI, its officers, agents, employees, and all persons acting in concert with it, are enjoined from engaging in any form of sex-based employment discrimination, or failing to take reasonable corrective measures to prevent third-parties from subjecting DSI Employees to any form of sex-based employment discrimination, including refusing to hire, segregating, recruiting, hiring, promoting, renewing employment, selecting for training or apprenticeship, discharging, disciplining, or basing the tenure, terms, privileges, or conditions of employment on the basis of an individual’s sex or race, as set forth in the Act. 775 ILCS 5/2-102(A).

10. If DSI fails to pay the civil penalty set forth in Section V of this Decree, the OAG may immediately apply to the court for appropriate relief. If the OAG believes that DSI has failed to comply with any other provision of this Decree, the OAG shall notify DSI of the alleged noncompliance in writing and give DSI 15 calendar days to remedy the noncompliance to the OAG’s satisfaction. If the parties do not reach an agreement at the end of the 15-day period, the OAG may apply to the court for all appropriate relief. DSI recognizes that the OAG 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 DSI from conducting business in Illinois; or
- c. Other relief as appropriate.

#### **(B) AMENDMENT OF DISCRIMINATION POLICY**

11. Within 30 days of the Effective Date, DSI shall amend its Equal Employment Opportunity Policy (collectively, the “Policy”) to include, in addition to existing protections, the following terms to the extent not already provided therein:

- a. DSI prohibits any assignments, discipline, discharge, or differential terms, conditions, and privileges of employment on the basis of race, color, religion, national origin, ancestry, sex, age, marital status, order of protection status, gender identity, national origin, disability, military service, pregnancy, childbirth and related medical conditions, military status, unfavorable discharge from military service, genetic information, or any other classification protected by federal, state, and local laws and ordinances. Discrimination and any such prohibited behavior will not be tolerated from any Employee or Staffing Agency.
- b. Employees may make complaints of discrimination to any person in the DSI chain of command or through the Complaint Hotline detailed in Section III(D) of this Decree. The Policy shall also list the appropriate governmental agencies that investigate complaints of employment discrimination, such as the Illinois Department of Human Rights and the Office of the Illinois Attorney General’s Workplace Rights Bureau, with their respective phone numbers;
- c. Employees may make complaints to these governmental agencies regardless of their immigration status;
- d. Employees may make complaints about discrimination without regard to how much time has passed since the alleged discrimination occurred;
- e. Employees who make complaints of discrimination or provide information related to such complaints will be protected against retaliation;
- f. Employees will not be required to complain of discrimination to a supervisor or person against whom they allege the unlawful conduct;
- g. DSI will maintain the confidentiality of the identities of any discrimination or harassment complainants as well as any witnesses or other persons who provide information about the alleged discrimination to the largest extent possible;
- h. DSI will take immediate and appropriate corrective action if and when it determines that discrimination has occurred; and
- i. Employees, including management, who violate the Policy are subject to discipline, up to and including discharge.

12. DSI shall implement and enforce its amended Policy on behalf of all its Employees in the State of Illinois. DSI shall include the Policy in any relevant manual kept by DSI in the course of its operations. DSI denies that its current policy is not legally compliant but will update its manuals with any Policy drafted in accordance with this Consent Decree.

13. DSI shall forward a copy of its Policy, and their translations, in Spanish and any other commonly spoken language in DSI's workforce, other than English, in DSI's workforce to the Office of the Illinois Attorney General within 30 calendar days of the Effective Date for approval. This and any other submissions, reports, and certifications should be submitted to the address provided in Section III(J).

**(C) DISTRIBUTION OF POLICY**

14. DSI shall provide all its Employees with a copy of the policy referenced in Section III(B) of this Decree, along with information directing Employees to the Hotline referenced in Section III(D) of this Decree within 60 days of the Effective Date. Additionally, DSI shall ensure that Temporary Employees assigned by Staffing Agencies to DSI be provided with the Policy in their preferred language as part of the Staffing Agencies' Employment Notice package before being assigned to DSI. If DSI has reason to believe that any Temporary Employees have not received the Policy as part of the Staffing Agencies' Employment Notice package, DSI shall provide copies of the Policy to be distributed to any such Temporary Employees at a job site.

15. The Policy, and its translations, shall also be printed in a font that is easily legible (at least 12-point font) and be posted or maintained in a conspicuous, visible, and accessible place for all Employees to view.

16. As required in Section III(J) of this Decree, DSI shall provide certifications to the OAG of its compliance with the requirements this Section of the Decree.

17. DSI shall require all Staffing Agencies and any similar entity to which it outsources responsibilities over payroll, workers' compensation, and supervision over employees or their benefits, to sign an addendum to DSI's staffing agreement with these entities within 30 days of the Effective Date outlining the following: (1) that DSI is an equal employment opportunity employer and prohibits any and all forms of discrimination; (2) that staffing agencies must adhere to DSI's policy against discrimination, and must assign laborers to DSI based on laborers' skills and ability to meet the requirements of the position being sourced for DSI, and not on the laborers' sex or other qualities as prohibited by the Illinois Human Rights Act; (3) that any employee who feels that they have been subjected to unlawful discrimination can make a complaint about any relevant incident and have a witness of his or her choosing present when a complaint is made; and (4) that retaliation against any employee making a complaint about discrimination is strictly prohibited. Such language shall be a term of any future staffing agency agreement. The following language shall appear in each written communication to a staffing agency by DSI, in at least 12-point font:

DSI is an Equal Opportunity Employer that does not tolerate 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. As a DSI contractor, you are required to abide by DSI's non-discrimination policy and are required to source laborers for DSI based on their skills or ability to meet the requirements of each position

sourced by for DSI, and not based on the laborers' gender or other qualities as prohibited by the Illinois Human Rights Act.

**(D) COMPLAINT HOTLINE**

18. DSI shall establish and maintain a complaint hotline (the "Hotline") for Employees to report any incidents of discrimination and harassment by DSI within 60 days of the Effective Date. The Hotline may be, at the election of DSI, either a dedicated third-party response and message service or a direct dial line staffed or monitored by a qualified Employee of DSI.

19. DSI shall ensure that all calls received through the Hotline concerning discrimination or harassment are reported to DSI's Chief Risk Officer and General Counsel for review and handling pursuant to the Policy and this Decree.

20. DSI shall post notices informing all Employees of the existence of the Hotline. These notices shall be in English, Spanish, and any other commonly spoken language in DSI's workforce, and posted in conspicuous, visible, and accessible areas of each of its locations in Illinois. These notices shall provide the Hotline number and clearly state that the Hotline is available to all Employees for making complaints of discrimination.

21. In accordance with the reporting requirements of Section III(I) of this Decree, DSI shall aggregate and report on a quarterly basis to the OAG all calls received through the Hotline alleging, in form or substance, discrimination or harassment, and actions taken by the company in response to the complaint.

**(E) TRAINING OF EMPLOYEES**

22. During the Term of this Decree, DSI shall provide an annual training on employment discrimination to all Employees in Illinois. The training shall specifically concern sex-based discrimination including bias in employment and assignments.

23. The initial training session ("Initial Training") shall occur within 120 calendar days of the Effective Date in accordance with the following requirements:

- a. DSI shall select an outside instructor ("Instructor") to organize, construct, and supervise all training sessions. DSI's choice of Instructor must be approved by the OAG. DSI and its Instructor must submit all materials and content of the training to the OAG for approval within 90 days of the Effective Date. The OAG may withhold approval of the training if the OAG is not satisfied with the quality, content, and tailoring of the training materials submitted by DSI and its instructor. The chosen Instructor must be compensated by DSI.
- b. The OAG and DSI shall confer and agree on the date, manner, and location(s) for the Initial Session.

- c. The Initial Training may be conducted online or in virtual format in accordance with reasonably acceptable safety protocols in light of the Covid-19 pandemic.
24. The remaining training sessions shall be modeled on the Initial Training and shall take place annually, no later than 30 calendar days after the anniversary date of the Initial Training.
25. DSI shall take and maintain attendance lists of all Employees that participate in the Initial and Annual Trainings.
26. This training will be recorded and provided as part of the Employee orientation process. For purposes of this section, Temporary Employees shall only be required to complete this orientation training if they work on DSI property or projects for an amount of workdays cumulatively equal to 100 hours in a 12-month period. This training shall be completed in a reasonably practicable time and manner following Temporary Employee exceeding this hourly threshold so as to minimize work disruption, within two weeks of hitting said threshold or before the next scheduled date of work for said Temporary Employee, whichever is later.
27. Additionally, within 30 days of the Effective Date, DSI shall designate Employees that will be responsible for investigating complaints of Sex Discrimination. All personnel that are involved in the investigation or resolution of complaints shall receive comprehensive training (“Investigations Training”) from an outside instructor before they begin their involvement in the sexual harassment or other Sex Discrimination complaint process and annually thereafter. DSI shall submit its choice of instructor to perform the Investigations Training and all materials to be used in this training to the OAG for review and approval within 90 days of the Effective Date. The Investigations Training shall occur within 120 days of the Effective Date. The topics of the Investigations Training shall include, but not be limited to: (1) DSI’s obligations under the law; (2) DSI’s complaint process; (3) how to conduct an intake interview for a complaint about Sex Discrimination; (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.

## **(F) COMPLAINT PROCESSING**

28. DSI shall use its best efforts to learn of all complaints and incidents of Sex Discrimination. DSI shall document all complaints of Sex Discrimination. DSI 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, DSI shall draft an investigative report that includes: (1) the names of any individuals involved in any alleged Sex Discrimination; (2) a narrative summary of any alleged Sex Discrimination, 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 therefore, or if no remedial action is taken, the reasons why not. A copy of each complaint documented by

DSI pursuant to this paragraph shall be forwarded to the OAG on a quarterly basis along with the investigative reports for each such complaint made.

**(G) POSITION DESCRIPTIONS**

29. DSI shall develop and draft standardized minimum job requirements for each position sourced through Staffing Agencies within 60 calendar days of the Effective Date of this Consent Decree. DSI shall provide a copy of these Position Descriptions to the OAG within 60 calendar days of the Effective Date. DSI shall have its safety and compliance personnel review the Position Descriptions at least once per year to evaluate the lifting requirements and to analyze safety and risks. If the lifting requirements may be reduced without loss of safety or efficiency due to new equipment or other procedures, then the Position Descriptions shall be so revised and the revised descriptions provided to the OAG. If the Position Descriptions are not revised, DSI's safety and compliance officer shall certify in annual reporting to the OAG that the Position Description requirements remain appropriate to the nature of the position.

30. DSI shall make assignments based on the requirements in the position descriptions referenced in Paragraph 29 and shall uniformly rely on these minimum position requirements when evaluating candidates for employment, whether hired directly or through a Staffing Agency. When requesting temporary employees from staffing agencies to fill a position, DSI shall not make discriminatory requests for temporary employees through the use of code words or other proxies for Sex Discrimination and shall instead insist that Staffing Agencies use the DSI's Position Descriptions to recruit Temporary Employees to fill open positions at DSI.

**(H) RECORD-KEEPING**

31. DSI shall ensure that all requests to Staffing Agencies for temporary employees are made via written (email) communications and shall maintain these communications for at least a three-year period from the Effective Date.

32. DSI shall record the basis for taking disciplinary actions against employees, including termination, or refusal to accept a Temporary Laborer assigned by a Staffing Agency, and the basis for any "Do Not Return" orders to Staffing Agencies, and shall maintain these records for at least a three-year period following the Effective Date.

**(I) REPORTING REQUIREMENTS**

33. DSI shall fully cooperate with the OAG in connection with its efforts to oversee and ensure the implementation of the terms of this Decree. The OAG shall have reasonable and timely access to all employees and to documents or other information that are relevant to the allegations in the Complaint or necessary to the supervise compliance with this Decree, including, but not limited to: (i) employees' personnel records, including payroll records and billing records from Staffing Agencies; (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 Sex Discrimination; and (vi) communications between DSI and any Staffing Agency.



34. On a quarterly basis, DSI shall submit to the OAG a report of all Sex Discrimination complaints made by any DSI Employee occurring within the quarterly period preceding the report, including, if provided, the complainant's name, date of complaint, job title, location of the complained-of conduct, phone number, summary of allegations, name of the person(s) complained of, and summary of DSI's resolution(s) taken pursuant to its Policy. DSI shall not use any information it compiles or produces pursuant to this requirement for any reason unrelated to the enforcement of its Policy or compliance with this Decree.

35. DSI shall track and report to the OAG on a quarterly basis the following:

- a. The number of temporary employees requested by DSI from its Staffing Agencies to fill any position;
- b. DSI shall maintain records showing the name and sex of each temporary employee sent by the Staffing Agencies in response to the staffing requests, and the position and the job site to which each such Temporary Employee was assigned to work, and upon request by the OAG, DSI shall provide these records as part of its report;
- c. The name and sex of each person who applies to be directly hired by DSI to fill a position, including individuals who apply for internal transfers; and
- d. The name and sex of each person directly hired by DSI, and the position they fill;

36. DSI will voluntarily submit its policy and practices to prevent Sex Discrimination to auditing by the OAG. The OAG reserves the right to perform such audits on a quarterly basis. In the event the OAG exercises its right to audit, DSI will, upon request, produce the following documents:

- a. All documents and communications between DSI and its Staffing Agencies relating to assignments for a period of time designated by the OAG; and
- b. Any other documents necessary to accomplish the goals of this decree.

37. On a twice-annual basis, starting 6 months from the Effective Date, DSI shall submit to the OAG a certification of its compliance with all provisions of this Decree.

38. DSI shall send each report, as well as all other notifications and certifications required from DSI by this Decree, in electronic or paper form, to the following address:

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

#### **IV. ENFORCEMENT OF POLICY**

39. DSI shall abide by and enforce the Policy and shall notify any Staffing Agency or entity utilized by DSI that the Staffing Agency must comply with the Policy as laid out in this Consent

Decree. Upon DSI becoming aware of material noncompliance by a Staffing Agency, DSI shall take immediate corrective measures up to and including terminating the Staffing Agency.

**V. MONETARY RELIEF**

40. Within 30 calendar days of the Effective Date, DSI shall pay a total of \$75,000.00 in civil penalties pursuant to Section 10-104(B)(1)(a) of the Act to resolve this matter. 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”) for subsequent expenditure at the sole discretion of and as authorized by the Attorney General to protect Illinois workers’ rights.

41. The above-referenced payment and any reports due under this Consent Decree shall be delivered to the following address:

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

**VI. DISPUTE RESOLUTION**

42. In the event that the OAG believes that DSI has failed to comply with any provision of the Decree, the OAG shall have the right to seek court intervention. Additionally, no party shall contest the Court’s jurisdiction to hear a dispute arising from the Decree nor challenge the OAG’s ability to bring an action to enforce the terms of the Decree in this Court.

**VI. SIGNATURES**

43. 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 will be deemed an original, and all of which constitute one and the same agreement.

THE OFFICE OF THE ILLINOIS ATTORNEY GENERAL

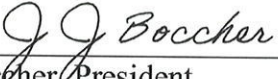
KWAME RAOUL  
Attorney General of the State of Illinois

Dated: 3/16/21

By:   
Alvar Ayala  
Workplace Rights Bureau Chief  
100 West Randolph Street, 11th Floor  
Chicago, Illinois 60601  
(312) 343-0099  
[aayala@atg.state.il.us](mailto:aayala@atg.state.il.us)

DSI HOLDINGS CORPORATION

Dated: 2/1/21

By:   
James Boccher, President

**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,  
  
Plaintiff,  
  
v.  
  
AMYLU FOODS, LLC,  
  
Defendant.

12794911

Case No. 2021CH01553

Jury Demand

**COMPLAINT**

Plaintiff, the People of the State of Illinois, by and through its attorney, Kwame Raoul, Attorney General of the State of Illinois, brings this complaint against Defendant Amylu Foods, LLC (“Amylu”).

**NATURE OF COMPLAINT**

1. Plaintiff brings this complaint pursuant to the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* (the “Act”), against Amylu, a food manufacturing company located in Chicago, Illinois. Over a period of several years, Amylu has impermissibly used employees’ sex to determine the positions that employees are eligible for without regard to the employees’ skills or their ability to meet the requirements of positions available at Amylu. In making an individual’s sex an eligibility requirement to fill certain positions, Amylu harmed Illinois workers whose sex prevented them from being eligible for certain positions available at Amylu. Amylu’s policies have also harmed Illinois workers by perpetuating gender stereotypes regarding the different types of work men and women can do.

FILED DATE: 4/1/2021 9:35 AM 2021CH01553

## **JURISDICTION AND VENUE**

2. This action is brought pursuant to Section 10-104 of the Act and seeks equitable relief and civil penalties for violations of Section 2-102(A), (D) of the Act. 775 ILCS 5/10-104; 775 ILCS 5/2-102(A), (D).

3. This Court has jurisdiction over Plaintiff's claims because Defendant committed many of the violations complained of herein in Cook County, Illinois, and Defendant conducts and transacts business within Cook County. 735 ILCS 5/2-209(a)(1); 735 ILCS 5/2-209(b)(4).

4. Venue is proper in this judicial district because Defendant maintains offices in Cook County, and many of the events giving rise to Plaintiff's claims occurred in Cook County. 735 ILCS 5/2-101.

## **PARTIES**

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

6. The Attorney General enforces the public policy of the State of Illinois to secure for its residents freedom from sex discrimination in employment. 775 ILCS 5/1-102(A). It is the declared interest of the State of Illinois that all people in Illinois can maintain personal dignity, realize their full productive capacities, and further their interests, rights, and privileges as residents of Illinois. 775 ILCS 5/1-102(E). Amylu's actions constitute a direct threat to the State's public policy and its stated interest in the nondiscriminatory treatment of its residents.

7. Amylu is a corporation headquartered and authorized to transact business in Illinois.

8. Amylu is an "Employer," as defined under the Illinois Human Rights Act. 775 ILCS 5/2-101(B)(1)(a), (b).

9. At all relevant times, Amylu has employed two types of workers: (1) individuals hired directly by Amylu (“Direct Employees”) and (2) individuals assigned on an as-needed basis (“Temporary Employees”).

10. At all relevant times, Temporary Employees have been assigned through day and temporary labor service agencies (“Temporary Staffing Agencies”), as defined by the Illinois Day and Temporary Labor Services Act. 820 ILCS 175/5.

11. Both Direct Employees and Temporary Employees are “Employees,” as defined by the Act, because they performed services for remuneration within Illinois. 775 ILCS 5/2-101(A)(1)(a).

### **FACTUAL ALLEGATIONS**

12. Amylu is a Chicago-based food manufacturing company that specializes in sausages and other meat products.

13. Amylu is a wholly-owned subsidiary of United Deli Holdings, LLC and conducts all business and food processing out of one facility at 1400 W. 44<sup>th</sup> Street in Chicago, Illinois.

14. Amylu relies on the services of Temporary Staffing Agencies to meet its production needs, from grinding the meat and stuffing it into sausage wrappers to packaging and boxing meat products for shipment.

15. Amylu makes daily or weekly requests to its staffing agencies, either in writing or orally, for specific numbers of laborers which the Temporary Staffing Agencies fill by assigning Temporary Employees.

16. Amylu requests several dozen Temporary Employees in a given week from various Temporary Staffing Agencies across Illinois.

17. The duration of the Temporary Employees' job assignments is undefined and, in practice, can vary in length from a few days to several months or years.

18. Amylu exercises significant control over almost every aspect of the Temporary Employees' employment, and is a joint employer of the Temporary Employees with the Temporary Staffing Agencies it utilizes to source its labor force.

19. Amylu has control over the requirements that candidates sent by Temporary Staffing Agencies must meet to be assigned to work in Amylu's facility.

20. Once assigned, Amylu controls and supervises all aspects of the Temporary Employees' work.

21. Amylu establishes job expectations for Temporary Employees and supervises the quality of their work on a day-to-day basis.

22. Amylu determines when, whether, and how to discipline Temporary Employees and when to terminate their assignments.

23. The tasks performed by Temporary Employees at Amylu include, but are not limited to: packaging ready-to-eat sausages into shrink plastic wrapping, boxing items for shipment, grinding raw meat into sausage, and stuffing ground meat into sausage wrappers.

24. Throughout the two years preceding the OAG investigation of Amylu, Amylu has routinely made discriminatory requests for Temporary Employees on the basis of their sex to the Temporary Staffing Agencies it has contracted with.

25. Amylu's requests for Temporary Employees have not included job descriptions or other *bona fide* job requirements such as lifting requirements that corresponded to the duties of each position sourced through Temporary Staffing Agencies.

26. Amylu often requested Temporary Employees by referencing only the Temporary Employee's sex to describe the requirements for the position.

27. Amylu engaged in this practice of sex-based discriminatory assignments for at least the three years preceding the filing of this lawsuit.

**Count I:**  
**Discrimination in Staffing in Violation of 775 ILCS 5/2-102(A)**

28. The People restate and re-allege Paragraphs 1 through 27 of this Complaint as though fully set forth herein.

29. Pursuant to Section 2-102(A) of the Act, it is a civil rights violation for "any employer to refuse to hire, to segregate, or to act with respect to recruitment, hiring, promotion, renewal of employment, selection for training or apprenticeship, discharge, discipline, tenure or terms, privileges, or conditions of employment on the basis of unlawful discrimination . . . ." 775 ILCS 5/2-102(A).

30. The Act defines an "Employer" as "any person employing one or more employees within Illinois during one or more calendar weeks within the calendar year of or preceding the alleged violation." 775 ILCS 5/2-101(B)(1)(a).

31. At all relevant times, Amylu has qualified as an "Employer" under the Act.

32. Amylu conditions the availability of work for Temporary Employees on the basis of sex and uses the Staffing Agencies to staff its facility in accordance with their discriminatory preferences.

33. By requesting Temporary Employees on the basis of their sex to fill certain positions at its facility, Amylu has engaged in a pattern and practice of intentional discrimination in violation of Section 2-102(A) of the Act.



34. As a direct and proximate result of Amylu’s conduct and omissions, Amylu, directly and through the Temporary Staffing Agencies it has used, engaged in a pattern and practice of intentional discrimination on the basis of sex in violation of Section 2-102(A) of the Act. 775 ILCS 5/2-102(A).

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

- a. Enjoin Amylu from engaging in employment practices that either directly or indirectly discriminate against individuals on the basis of sex in employment;
- b. Order Amylu to adopt workplace policies and practices to prevent discrimination in employment;
- c. Order Amylu to undergo training on employment discrimination;
- d. Order Amylu to submit to monitoring of their processing work-related complaints, including record-keeping, investigation, and resolutions;
- e. Assess civil penalties against Amylu pursuant to Section 10-104(B) of the Act in the amount of \$10,000 for each violation of the Act; and
- f. Grant such other and further relief as the Court deems appropriate.

Respectfully Submitted:

THE PEOPLE OF THE STATE OF ILLINOIS,

By and through,

Kwame Raoul,  
Attorney General of the State of Illinois

Dated: April 1, 2021

BY: s/Alvar Ayala  
Alvar Ayala, ARDC #6295810  
Samantha Kronk, ARDC # 6322641

Assistant Attorneys General  
100 West Randolph Street, 11th Floor  
Chicago, Illinois 60601  
Phone: (312) 814-3000  
[aayala@atg.state.il.us](mailto:aayala@atg.state.il.us)  
[skronk@atg.state.il.us](mailto:skronk@atg.state.il.us)

Return Date: No return date scheduled  
Hearing Date: 7/30/2021 9:30 AM - 9:30 AM  
Courtroom Number: 2008  
Location: District 1 Court  
Cook County, IL

FILED  
4/1/2021 10:21 AM  
IRIS Y. MARTINEZ  
CIRCUIT CLERK  
COOK COUNTY, IL  
2021CH01553

**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,

Plaintiff,

v.

AMYLU FOODS, LLC,

Defendant.

Case No. 2021CH01553

Judge

12796218

**UNOPPOSED MOTION FOR ENTRY OF CONSENT DECREE**

The People of the State of Illinois, (“the State”) and Amylu Foods, LLC (“Defendant”) have agreed to the terms of a Consent Decree as a final resolution of the litigation between them.

The State moves for this Court to enter the Consent Decree, attached hereto as Exhibit A.

Counsel for Defendant has authorized the State to file this unopposed motion.

Respectfully submitted,

April 1, 2021

KWAME RAUL  
Attorney General of the State of Illinois

By: /s/ Alvar Ayala  
Alvar Ayala  
Chief, Workplace Rights Bureau  
Office of the Illinois Attorney General  
100 West Randolph Street, 11th Floor  
Chicago, Illinois 60601  
Phone: 312-343-0099  
aayala@atg.state.il.us

*Counsel for Plaintiff*

FILED DATE: 4/1/2021 10:21 AM 2021CH01553

**CERTIFICATE OF SERVICE**

The undersigned, an attorney, certifies that on the 1<sup>st</sup> day of April 2021, true and correct copies of the foregoing **Unopposed Motion for Entry of Consent Decree** and the exhibit thereto were served via regular U.S. Mail and electronic mail upon the following counsel of record:

Nadine Abrahams  
Jackson Lewis P.C.  
150 N. Michigan Ave., Suite 2500  
Chicago, Illinois 60601  
Phone: 312-787-4949  
nadine.abrahams@jacksonlewis.com

*Counsel for Defendant*

/s/ Alvar Ayala  
Assistant Attorney General  
Chief, Workplace Rights Bureau

*Counsel for Plaintiffs*

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

12796513

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

Plaintiff,

v.

AMYLU FOODS, LLC,

Defendant.

Case No.  
Jury Demand

**CONSENT DECREE**

**I. THE LITIGATION**

1. The Office of the Illinois Attorney General (hereinafter “OAG”) filed this action (“Complaint”) on behalf of Plaintiff, the People of the State of Illinois, alleging that Defendant, Amylu Foods, LLC (“Amylu”) had engaged in a pattern and practice of sex discrimination in violation of the Illinois Human Rights Act, 775 ILCS 5/1 *et seq.* (the “Act”).

2. In the interest of resolving this matter, and as a result of having engaged in comprehensive settlement negotiations, Amylu and the OAG have agreed that this action should be finally resolved by entry of this Consent Decree (“Decree”). This Decree fully and finally resolves the OAG’s claims in the Complaint. The parties further agree that Amylu has not admitted liability for any of the conduct alleged in the Complaint, and that Amylu has agreed to the entry of this Consent Decree for the sole purpose of bringing this matter to an efficient resolution.

**II. FINDINGS**

3. 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. No party shall contest the jurisdiction of this Court to enforce this Decree and its terms or the right of the OAG to bring an enforcement suit upon an alleged breach of any term(s) of this Decree.

FILED DATE: 4/1/2021 10:31 AM 2021CH01553

- c. The terms of this Decree are adequate, fair, reasonable, and just.
- d. The rights of the public are adequately protected by this Decree.
- e. 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.
- f. 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**

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

**IV. SCOPE AND DURATION OF THE CONSENT DECREE**

5. This Decree will become effective as of the date of entry by the Court (hereinafter, the “Effective Date”) and remain in effect for two years from the Effective Date (the “Term”).

6. This Decree shall be binding upon Amylu and its present and future directors, officers, managers, agents, successors, and assigns. During the Term of this Decree, Amylu shall provide a copy of this Decree to any organization or person which proposes to merge with Amylu or acquire a majority or all of its stock or substantially all its assets, prior to the effectiveness of any such merger or acquisition.

7. This Decree does not release Amylu or its owners, directors, officers, managers, agents, successors, or assigns from any liability to persons or entities that are not parties to this Decree arising out of the conduct covered by this Decree nor does it constitute an admission of liability by Amylu.

8. For purposes of this Decree, these terms are defined as follows:

- a. “Staffing Agency” shall refer to any person or entity engaged in the business of employing day or temporary laborers to provide services, for a fee, to or for any third party client pursuant to a contract with the day and temporary labor service agency and the third party client, as defined by the Illinois Day and Temporary Labor Services Act, 820 ILCS 175/5.
- b. “Temporary Employee” shall refer to any individual assigned to work at Amylu through any Staffing Agency.

- c. "Employee" shall refer to all people hired directly by Amylu but shall also include all Temporary Employees assigned to Amylu unless otherwise indicated in the text hereof.
- d. "Sex Discrimination" shall mean discrimination against any individual on the basis of sex prohibited under 775 ILCS 5/2-102(A).
- e. "Effective Date" shall mean the date of entry of this Decree by the Court.
- f. "Document" shall include, without limitation, anything in which there is portrayed or contained, or from which can be retrieved, any facts, information, or data, including all of the things delineated in Ill. Sup. Ct. R. 214 and without limitation on the foregoing, all electronic data processing materials.

9. Nothing shall preclude the OAG from taking legal action to enforce the terms of this Decree; bringing a separate action should the OAG discover additional violations of the Act outside the scope of conduct covered by this Decree; or referring complaints or allegations of non-compliance with other applicable state or federal laws, outside the scope of this Decree, to appropriate state or federal agencies.

## **V. INJUNCTIVE PROVISIONS**

### **(A) GENERAL PROVISIONS**

10. Amylu, its officers, agents, employees, and all persons acting in concert with it, are enjoined from engaging in any form of sex-based employment discrimination, or failing to take reasonable corrective measures to prevent third-parties from subjecting Amylu Employees to any form of sex-based employment discrimination, including refusing to hire, segregating, recruiting, hiring, promoting, renewing employment, selecting for training or apprenticeship, discharging, disciplining, or basing the tenure, terms, privileges, or conditions of employment on the basis of an individual's sex as set forth in the Act. 775 ILCS 5/2-102(A).

11. If Amylu fails to pay the amount set forth in Section VII of this Decree, the OAG may immediately apply to the court for appropriate relief. If the OAG believes that Amylu has failed to comply with any other provision of this Decree, the OAG shall notify Amylu of the alleged noncompliance in writing and give Amylu 15 calendar days to remedy the noncompliance to the OAG's satisfaction. If the parties do not reach an agreement at the end of the 15-day period, the OAG may apply to the court for all appropriate relief. Amylu recognizes that the OAG 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. Other relief as appropriate.

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

**(B) AMENDMENT OF DISCRIMINATION POLICY**

12. Within 30 days of the Effective Date, Amylu shall amend its Equal Employment Opportunity Policy (collectively, the “Policy”) to include, in addition to existing protections, the following terms to the extent not already provided therein:

- a. Amylu prohibits any assignments, discipline, discharge, or differential terms, conditions, and privileges of employment on the basis of race, color, religion, national origin, ancestry, sex, age, marital status, order of protection status, gender identity, national origin, disability, military service, pregnancy, childbirth and related medical conditions, military status, unfavorable discharge from military service, genetic information, or any other classification protected by federal, state, and local laws and ordinances. Discrimination and any such prohibited behavior will not be tolerated from any Employee or Staffing Agency.
- b. Employees may make complaints of discrimination to any person in the Amylu chain of command or through the Complaint Hotline detailed in Section V(D) of this Decree. The Policy shall also list the appropriate governmental agencies that investigate complaints of employment discrimination, such as the Illinois Department of Human Rights and the Office of the Illinois Attorney General’s Workplace Rights Bureau, with their respective phone numbers;
- c. Employees may make complaints to these governmental agencies regardless of their immigration status;
- d. Employees may make complaints about discrimination without regard to how much time has passed since the alleged discrimination occurred;
- e. Employees who make complaints of discrimination or provide information related to such complaints will be protected against retaliation;
- f. Employees will not be required to complain of discrimination to a supervisor or person against whom they allege the unlawful conduct;
- g. Amylu will maintain the confidentiality of the identities of any discrimination or harassment complainants as well as any witnesses or other persons who provide information about the alleged discrimination to the largest extent possible except as needed to investigate and respond to such complaints;
- h. Amylu will take immediate and appropriate corrective action if and when it determines that discrimination has occurred; and
- i. Employees, including management, who violate the Policy are subject to discipline, up to and including discharge.



13. Amylu shall implement and enforce its amended Policy on behalf of all its Employees in the State of Illinois. Amylu shall include the Policy in any relevant manual kept by Amylu in the course of its operations.

14. Amylu shall forward a copy of its Policy, and its translations in Spanish and any other commonly spoken language in Amylu's workforce other than English, to the Office of the Illinois Attorney General within 30 calendar days of the Effective Date for approval. This and any other submissions, reports, and certifications should be submitted to the address provided in Section V(J).

**(C) DISTRIBUTION OF POLICY**

15. Amylu shall provide all its Employees with a copy of the policy referenced in Section V(B) of this Decree, along with information directing Employees to the Hotline referenced in Section V(D) of this Decree within 60 days of the Effective Date. Additionally, Amylu shall require that Temporary Employees assigned by Staffing Agencies to Amylu for the first time after the Effective Date be provided with the Policy in their preferred language as part of the Staffing Agencies' Employment Notice package before being assigned to Amylu. If Amylu has reason to believe that any Temporary Employees have not received the Policy as part of the Staffing Agencies' Employment Notice package, Amylu shall provide copies of the Policy to be distributed to any such Temporary Employees at a job site.

16. The Policy, and its translations, shall also be printed in a font that is easily legible (at least 12-point font) and be posted or maintained in a conspicuous, visible, and accessible place for all Employees to view.

17. As required in Section V(J) of this Decree, Amylu shall provide certifications to the OAG of its compliance with the requirements of this Section of the Decree.

18. Amylu shall require all Staffing Agencies and any similar entity to which it outsources responsibilities over payroll, workers' compensation, and supervision over employees or their benefits, to sign an addendum to Amylu's staffing agreement within 30 days of the Effective Date. The language shall appear in each written communication to a staffing agency by Amylu, in at least 11-point font, outlining the following:

(1) That Amylu is an equal employment opportunity employer and prohibits any and all forms of discrimination as follows:

Amylu is committed to equal employment opportunity and to compliance with Illinois and federal antidiscrimination laws. We also comply with Illinois law, which prohibits discrimination and harassment against any employees or applicants for employment based on race, color, sex (including married women and unmarried mothers), religion, age (40 or older), national origin, ancestry, marital status, protective order status, military status, unfavorable discharge from military service, sexual orientation (including actual or perceived orientation and gender identity), citizenship status, genetic information, ancestry, religion, pregnancy (including

childbirth or medical or common conditions related to pregnancy or childbirth, past pregnancy condition and the potential or intention to become pregnant), certain arrest or criminal history records, homelessness (i.e., lack of a permanent mailing address or a mailing address that is a shelter or social services provider) and use of lawful products outside of work during nonworking hours. The Company will not tolerate discrimination or harassment based upon these characteristics or any other characteristic protected by applicable federal, state or local law. The Company also complies with the Illinois law that restricts the circumstances under which employers may base employment-related decisions on an individual's credit report or credit history;

(2) That staffing agencies must adhere to Amylu's policy against discrimination, and must assign Temporary Employees to Amylu based on Temporary Employees' skills and ability to meet the requirements of the position being sourced for Amylu, and not on the Temporary Employees' sex or other qualities as prohibited by the Illinois Human Rights Act. The language shall appear as follows:

As an Amylu contractor, you are required to abide by Amylu's non-discrimination policy and are required to source laborers for Amylu based on their skills or ability to meet the requirements of each position sourced by for Amylu, and not based on the laborers' sex or other qualities as prohibited by the Illinois Human Rights Act;

(3) That any employee who feels that he or she has been subjected to unlawful discrimination can make a complaint about any relevant incident and have a witness of his or her choosing present when a complaint is made; and

(4) That retaliation against any employee making a complaint about discrimination is strictly prohibited. Such language shall be a term of any future staffing agency agreement.

**(D) COMPLAINT HOTLINE**

19. Amylu shall establish and maintain a complaint hotline (the "Hotline") for Employees to report any incidents of discrimination by Amylu within 60 days of the Effective Date. The Hotline may be, at the election of Amylu, either a dedicated third-party response and message service or a direct dial line staffed or monitored by a qualified Employee of Amylu.

20. Amylu shall ensure that all calls received through the Hotline concerning discrimination or harassment are reported to Lucia Ruiz (Controller) for review and handling pursuant to the Policy and this Decree.

21. In accordance with the reporting requirements of Section V(J) of this Decree, Amylu shall aggregate and report every four months, with the first being due 120 days from the Effective Date, to the OAG all calls received through the Hotline alleging, in form or substance, discrimination or harassment, and actions taken by the company in response to the complaint.

**(E) NOTICE TO EMPLOYEES**

22. Amylu shall post the Notice attached as Appendix A, in English and Spanish, on all bulletin boards, places where notices are customarily posted, and places the OAG deems appropriate, and shall distribute the notice electronically to all staffing agencies with whom Amylu is currently contracted within 30 calendar days of the Effective Date. Amylu must make all reasonable efforts to ensure that the posting is not altered, defaced, or covered by other materials. Amylu shall require that Staffing Agencies with which it contracts to provide the Notice attached as Appendix A to all new employees assigned to work at Amylu, in English and Spanish, within 30 days of the Effective Date, and prior to the assignment of any new Temporary Employees throughout the Term of this Decree. Amylu shall inquire whether the Staffing Agencies have provided the Notice attached as Appendix A to all new Temporary Employees within 30 days of the Effective Date. If Amylu discovers that the Notice attached as Appendix A has not been provided to all new Temporary Employees within 30 days of the Effective Date, then Amylu will take necessary steps to distribute the Notice itself.

**(F) TRAINING OF EMPLOYEES**

23. During the Term of this Decree, Amylu shall provide an annual training on employment discrimination to all Employees in Illinois. The training shall specifically concern sex-based discrimination including bias in employment and assignments.

24. The initial training session (“Initial Training”) shall occur within 120 calendar days of the Effective Date in accordance with the following requirements:

- a. Amylu shall select an outside instructor (“Instructor”) to organize, construct, and supervise all training sessions. Amylu’s choice of Instructor must be approved by the OAG. Amylu and its Instructor must submit all materials and content of the training to the OAG for approval within 90 days of the Effective Date. The OAG may withhold approval of the training if the OAG is not satisfied with the quality, content, and tailoring of the training materials submitted by Amylu and its instructor. Any expenses associated with this Initial Training shall be covered by Amylu. The training must be available in English and Spanish.
- b. The OAG and Amylu shall confer and agree on the date, manner, and location(s) for the Initial Session.
- c. The Initial Training may be conducted online or in virtual format in accordance with reasonably acceptable safety protocols in light of the COVID-19 pandemic.

25. The remaining training sessions shall be modeled on the Initial Training and shall take place annually, no later than 30 calendar days after the anniversary date of the Initial Training.

26. Amylu shall take and maintain attendance lists of all Employees that participate in the Initial and Annual Trainings.

27. This training will be recorded and provided as part of the Employee orientation process for all Employees hired directly by Amylu.

**(G) COMPLAINT PROCESSING**

28. Amylu shall thoroughly investigate each complaint of Sex Discrimination that comes to Amylu's attention through the Hotline, or to the attention of Lucia Ruiz (Controller) or Joseph Bonomo (Chief Operating Officer), 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, Amylu shall draft an investigative report that includes: (1) the names of any individuals involved in any alleged Sex Discrimination; (2) a narrative summary of any alleged Sex Discrimination, 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 therefore, or if no remedial action is taken, the reasons why not. A copy of each complaint documented by Amylu pursuant to this paragraph shall be forwarded to the OAG every four months, with the first being due 120 days from the Effective Date, along with the investigative reports for each such complaint made.

**(H) POSITION DESCRIPTIONS**

29. Amylu shall develop and draft standardized minimum job requirements for each position sourced through Staffing Agencies within 60 calendar days of the Effective Date of this Consent Decree. Amylu shall provide a copy of these Position Descriptions to the OAG within 60 calendar days of the Effective Date. Amylu shall have its safety and compliance personnel review the Position Descriptions at least once per year to evaluate the lifting requirements and to analyze safety and risks. If the lifting requirements may be reduced without loss of safety or efficiency due to new equipment or other procedures, then the Position Descriptions shall be so revised and the revised descriptions provided to the OAG. If the Position Descriptions are not revised, Amylu's safety and compliance officer shall certify in annual reporting to the OAG that the Position Description requirements remain appropriate to the nature of the position.

30. Amylu shall make assignments based on the requirements in the position descriptions referenced in Paragraph 30 and shall uniformly rely on these minimum position requirements when evaluating candidates for employment, whether hired directly or through a Staffing Agency. When requesting Temporary Employees from staffing agencies to fill a position, Amylu shall not make discriminatory requests for Temporary Employees through the use of code words or other proxies for Sex Discrimination and shall instead insist that Staffing Agencies use the Amylu's Position Descriptions to recruit Temporary Employees to fill open positions at Amylu.

**(I) RECORD-KEEPING**

31. Amylu shall ensure that all requests to Staffing Agencies for Temporary Employees are made via written (email) communications and shall maintain these communications throughout the Term of this Decree.

32. Amylu shall record the basis for taking disciplinary actions against employees, including termination or refusal to accept a Temporary Laborer assigned by a Staffing Agency, and the basis for any “Do Not Return” orders to Staffing Agencies, and shall maintain these records throughout the Term of this Decree.

**(J) REPORTING REQUIREMENTS**

33. Amylu shall fully cooperate with the OAG in connection with its efforts to oversee and ensure the implementation of the terms of this Decree. The OAG shall have reasonable and timely access to all employees and to documents or other information that are relevant to the allegations in the Complaint or necessary to supervise compliance with this Decree, including, but not limited to: (i) employees’ personnel records to the extent maintained, including payroll records and billing records from Staffing Agencies; (ii) contact information for any employee, including name, address, telephone number, and email address to the extent maintained; (iii) disciplinary records and other information related to the disciplining and terminating of employees and Temporary Employees; (iv) requests for Temporary Employees or workers; (v) all documents relating to any investigation or allegation of Sex Discrimination; and (vi) communications between Amylu and any Staffing Agency.

34. Every four months, with the first being due 120 days from the Effective Date, Amylu shall submit to the OAG a report of all Sex Discrimination complaints made by any Amylu Employee to the Hotline and/or to Controller Lucia Ruiz occurring within the four-month period preceding the report, including, if provided, the complainant’s name, date of complaint, job title, location of the complained-of conduct, phone number, summary of allegations, name of the person(s) complained of, and summary of Amylu’s resolution(s) taken pursuant to its Policy. Amylu shall not use any information it compiles or produces pursuant to this requirement for any reason unrelated to the enforcement of its Policy or compliance with this Decree.

35. Amylu shall track and report to the OAG every four months, with the first being due 120 days from the Effective Date, the following:

- a. The number of Temporary Employees requested by Amylu from its Staffing Agencies to fill any position;
- b. Amylu shall maintain records showing the name and sex of each Temporary Employee sent by the Staffing Agencies in response to the staffing requests, the position to which they are assigned, the department to which they are assigned, and the job site to which they are assigned. Upon request by the OAG, Amylu shall provide these records as part of its report;
- c. The name and sex of each person who applies to be directly hired by Amylu to fill a position, including individuals who apply for internal transfers; and
- d. The name and sex of each person directly hired by Amylu, and the position they fill;

36. Amylu will voluntarily submit its policy and practices to prevent Sex Discrimination to auditing by the OAG. The OAG reserves the right to perform such audits every four months, with

the first being due 120 days from the Effective Date. In the event the OAG exercises its right to audit, Amylu will, upon request, produce the following documents:

- a. All documents and communications between Amylu and its Staffing Agencies relating to assignments for a reasonable period of time designated by the OAG; and
- b. Any other documents reasonably necessary to accomplish the goals of this Decree.

37. On a twice-annual basis, starting 6 months from the Effective Date, Amylu shall submit to the OAG a certification of its compliance with all provisions of this Decree.

38. Amylu shall send each report, as well as all other notifications and certifications required from Amylu by this Decree, in electronic or paper form, to the following address:

Alvar Ayala  
Workplace Rights Bureau Chief  
Office of the Illinois Attorney General  
100 W Randolph Street, 11<sup>th</sup> Floor  
Chicago, Illinois 60601  
[aayala@atg.state.il.us](mailto:aayala@atg.state.il.us)

## **VI. ENFORCEMENT OF POLICY**

39. Amylu shall abide by and enforce the Policy and shall notify any Staffing Agency or entity utilized by Amylu that the Staffing Agency must comply with the Policy as laid out in this Consent Decree. Upon Amylu becoming aware of material noncompliance by a Staffing Agency, Amylu shall take immediate corrective measures up to and including terminating the Staffing Agency.

## **VII. MONETARY RELIEF**

40. Within 14 calendar days of the Effective Date, Amylu shall pay a total of \$45,000.00 pursuant to Section 10-104(B)(1)(a) of the Act to resolve this matter. 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”) for subsequent expenditure at the sole discretion of and as authorized by the Attorney General to protect Illinois workers’ rights.

41. The above-referenced payment and any reports due under this Consent Decree shall be delivered to the following address:

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

**VIII. DISPUTE RESOLUTION**

42. In the event that the OAG believes that Amylu has failed to comply with any provision of the Decree, the OAG shall have the right to seek court intervention. Additionally, no party shall contest the Court's jurisdiction to hear a dispute arising from the Decree nor challenge the OAG's ability to bring an action to enforce the terms of the Decree in this Court.

**IX. SIGNATURES**

43. 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 will be deemed an original, and all of which constitute one and the same agreement.

THE OFFICE OF THE ILLINOIS  
ATTORNEY GENERAL

KWAME RAOUL  
Attorney General of the State of Illinois

Dated: 3/8/2021

By:

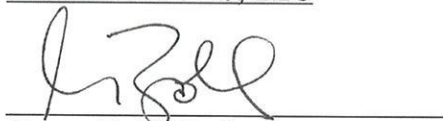


Alvar Ayala  
Workplace Rights Bureau Chief  
100 West Randolph Street, 11th Floor  
Chicago, Illinois 60601  
(312) 343-0099  
aayala@atg.state.il.us

AMYLU FOODS, LLC

Dated: 3/18/2020

By:



Steven Zoll, Chairman

APPENDIX A

# NOTICE TO ALL EMPLOYEES

This notice is being posted pursuant to a Consent Decree between the Illinois Attorney General and Amylu. Amylu is working with the Illinois Attorney General to ensure that positions in the workplace are assigned based on laborers skills and qualification and not based on their sex.

*We hereby notify our employees of the following:*

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We will protect your right to work in an environment free of sex-based discrimination and ensure that positions in the workplace are assigned based on laborers' skills, qualifications, and ability to meet the minimum requirements for the positions available at Amylu.

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If you feel you have been a victim of sex based discrimination, we encourage you to report it to your supervisors or managers at Amylu or by contacting Amylu at the number below:

### HOTLINE

If you have any concerns over Amylu's investigation of your allegations of sex-based discrimination, you may contact the Office of the Illinois Attorney General's Workplace Rights Bureau to report any mishandling of your Complaint(s) at the number below:

**844-740-5076**

**If you believe you have been the victim of sex-based discrimination, you have 300 days from the alleged violation to file a Complaint with any of the agencies below in order 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/>





# AVISO A TODOS LOS EMPLEADOS

Este aviso se distribuye en conformidad con un Decreto de Consentimiento entre la Oficina del Procurador General de Illinois y Amylu. Amylu está trabajando con el Procurador General de Illinois para asegurar que las posiciones en nuestro lugar de trabajo sean asignadas en base a las calificaciones y aptitudes de los trabajadores y no en base a su sexo.

Por la presente notificamos a nuestros empleados sobre lo siguiente:

---

Protegeremos su derecho a trabajar en un entorno libre de discriminación en base a su sexo y aseguraremos que las posiciones de nuestro lugar de trabajo sean asignadas basado en las aptitudes, calificaciones y habilidad de los trabajadores para llenar los requisitos mínimos para cada posición.

---

Si siente que ha sido víctima de discriminación en base a su sexo, le recomendamos que lo reporte a sus supervisores o gerentes de Amylu o se comunique con Amylu al número que aparece a continuación:

## HOTLINE

Si tiene alguna inquietud sobre la investigación de Amylu acerca de su queja de discriminación en base a su sexo, puede comunicarse con la Oficina del Procurador General de Illinois para reportar cualquier manejo indebido de su(s) Queja(s) al número siguiente:

**844-740-5076**

**Si usted cree que ha sido víctima discriminación basada en su sexo, debe presentar una queja ante una de las agencias a continuación dentro de los 300 días de la violación para proteger su derecho a buscar un remedio para la presunta violación:**

**Departamento de Derechos Humanos de Illinois:** 312-814-6200 (Tel); 866-740-3953 (TTY); <https://www2.illinois.gov/dhr/>

**Comisión de Igualdad de Oportunidades en el Empleo:** 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,

Plaintiff,

v.

ALTERNATIVE STAFFING, INC., and  
RESOURCE MANAGEMENT GROUP, INC.,

Defendants.

12793522

Case No. 2021CH01552

**COMPLAINT**

Plaintiff, the People of the State of Illinois, by and through its attorney, Kwame Raoul, Attorney General of the State of Illinois, brings this complaint against Defendants Alternative Staffing, Inc. (“ASI”) and Resource Management Group, Inc. (“RMG”) (collectively “Defendants”).

**NATURE OF COMPLAINT**

1. Plaintiff brings this complaint pursuant to the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* (the “Act”), against ASI and RMG. ASI is a temporary staffing agency headquartered in Cicero, Illinois. RMG is an entity headquartered in Cicero, Illinois, which compensates the office personnel that manage ASI’s operations, such as branch managers, recruiters, and dispatchers at ASI branch offices. ASI and RMG operate as a joint employer and a joint enterprise.

2. ASI and RMG assign temporary laborers as defined by the Illinois Day and Temporary Laborer Services Act (“IDTLSA”), 820 ILCS 175/1 *et seq.*, to dozens of client

FILED DATE: 4/1/2021 9:14 AM 2021CH01552

companies across Illinois. ASI and RMG have three branch offices in Illinois, including in the cities of Chicago, Addison, and Aurora. Over a period of at least the three years preceding the filing of this Complaint (“the relevant time period”), ASI and RMG have impermissibly used employees’ sex to determine the positions that employees are eligible for without regard to the employees’ skills or their ability to meet the requirements of positions available through ASI at certain client companies. Similarly, during the relevant time period, ASI and RMG also complied with unlawful requests for laborers from certain client companies that specifically requested male laborers to fill certain positions and female laborers to fill other positions available at their facilities (“sex-specific requests”).

3. In making an individual’s sex the main eligibility requirement to fill certain positions, ASI and RMG harmed Illinois workers whose sex prevented them from being eligible for certain positions available through ASI. ASI and RMG’s policies have also harmed Illinois workers by perpetuating stereotypes regarding the different types of work men and women can do.

4. Additionally, ASI and RMG complied with unlawful requests by one of its client companies, Vee Pak LLC d/b/a Voyant Beauty (“Voyant”), to retaliate against laborers who complained about pervasive sexual harassment at Voyant in late 2019. After laborers staged a protest against sexual harassment at Voyant, ASI, RMG and Voyant terminated the assignment of the laborers who led this protest.

### **JURISDICTION AND VENUE**

5. This action is brought pursuant to Section 10-104 of the Act and seeks equitable relief and civil penalties for violations of Section 2-102(A), (D) of the Act. 775 ILCS 5/10-104; 775 ILCS 5/2-102(A), (D).

6. This Court has jurisdiction over Plaintiff’s claims because Defendants committed many of 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).

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

**PARTIES**

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

9. The Attorney General enforces the public policy of the State of Illinois to secure for its residents freedom from sex discrimination in employment. 775 ILCS 5/1-102(A). It is the declared interest of the State of Illinois that all people in Illinois can maintain personal dignity, realize their full productive capacities, and further their interests, rights, and privileges as residents of Illinois. 775 ILCS 5/1-102(E). ASI and RMG’s actions constitute a direct threat to the State’s public policy and its stated interest in the nondiscriminatory treatment of its residents.

10. ASI and RMG are corporations headquartered and authorized to transact business in Illinois.

11. ASI and RMG have operated as joint enterprise and as a Day and Temporary Labor Service Agency, as defined by the IDTLA. 820 ILCS 175/5

12. ASI and RMG have employed thousands of day and temporary laborers (“laborers”), as defined by the IDTLA. 820 ILCS 175/5.

13. ASI and RMG are jointly an “Employer,” as defined under the Illinois Human Rights Act. 775 ILCS 5/2-101(B)(1)(a), (b).

14. The laborers assigned by ASI and RMG are their “Employees,” as defined by the Act, as they performed services for remuneration within Illinois. 775 ILCS 5/2-101(A)(1)(a).

## FACTUAL ALLEGATIONS

### Sex-Specific Assignments

15. Companies across Illinois rely on temporary staffing agencies like ASI to provide laborers that supplement or constitute the majority of these companies’ workforce. ASI and RMG assign laborers to many client companies across Illinois. ASI and RMG laborers perform work in packaging, processing, warehousing, assembly, and other such industries.

16. ASI and RMG’s client companies make daily or weekly requests to them, either in writing or orally, for specific numbers of laborers to fill positions available at their facilities.

17. The duration of laborers’ job assignments is undefined and, in practice, can vary in length from a few days to several months or years.

18. Throughout the relevant time period, ASI and RMG have routinely assigned laborers to positions available at several of their clients using an individual’s sex to determine what positions laborers are eligible for. ASI and RMG have often used codes such as “light” for women, and “heavy” for men to determine how many men or how many women certain clients need to fill the positions at available at such clients. For example, ASI and RMG have asked some clients how many “lights” and how many “heavies” they need in filling client requests for laborers.

19. Similarly, some client companies have specifically requested men or women to fill certain positions available at their facilities. These requests for laborers have not included job descriptions or other *bona fide* job requirements such as lifting requirements that corresponded to the duties of each position sourced through ASI and RMG.

### **Sexual Harassment and Retaliation at Voyant**

20. For several years through approximately early in calendar year 2020, ASI provided laborers to Voyant, a beauty product packaging facility in Countryside, Illinois (“Countryside Facility”). For years, female laborers assigned to Voyant’s Countryside Facility by ASI and RMG experienced sexual harassment. Female laborers had to endure groping, lewd comments about their bodies, inappropriate stares, and sexually suggestive sounds from the male mechanics employed by Voyant.

21. 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 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, ASI, and RMG 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.

22. Voyant, ASI, and RMG 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. The ASI and RMG laborers who led the protest on July 24, 2019 also had their assignments terminated a week after the protest.

23. 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 ASI and RMG laborers whose assignments they terminated to return to work at the Countryside Facility.

**COUNT I:**

**Discrimination in Staffing Assignments in Violation of 775 ILCS 5/2-102(A)**

24. The People restate and re-allege Paragraphs 1 through 23 of this Complaint as though fully set forth herein.

25. Pursuant to Section 2-102(A) of the Act, it is a civil rights violation for “any employer to refuse to hire, to segregate, or to act with respect to recruitment, hiring, promotion, renewal of employment, selection for training or apprenticeship, discharge, discipline, tenure or terms, privileges, or conditions of employment on the basis of unlawful discrimination . . . .” 775 ILCS 5/2-102(A).

26. The Act defines an “Employer” as “any person employing one or more employees within Illinois during 20 or more calendar weeks within the calendar year of or preceding the alleged violation.” 775 ILCS 5/2-101(B)(1)(a).

27. At all relevant times, ASI and RMG jointly have qualified as an “Employer” under the Act.

28. ASI and RMG condition the availability of work for laborers through branch offices on the basis of sex and complies with sex-specific requests for laborers from several of its client companies.

29. By assigning laborers on the basis of their sex or complying with sex-specific requests from certain client to fill certain positions at ASI and RMG’s clients’ facilities, ASI and

RMG have engaged in a pattern and practice of intentional discrimination in violation of Section 2-102(A) of the Act.

30. As a direct and proximate result of ASI and RMG’s conduct and omissions, ASI and RMG have engaged in a pattern and practice of intentional discrimination on the basis of sex in violation of Section 2-102(A) of the Act. 775 ILCS 5/2-102(A).

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

- a. Enjoin ASI and RMG from engaging in employment practices that either directly or indirectly discriminate against individuals on the basis of sex in employment;
- b. Order ASI and RMG to adopt workplace policies and practices to prevent discrimination in employment;
- c. Order ASI and RMG to undergo training on employment discrimination;
- d. Assess civil penalties against ASI and RMG pursuant to Section 10-104(B) of the Act in the amount of \$10,000 for each violation of the Act; and
- e. Grant such other and further relief as the Court deems appropriate.

**COUNT II:**  
**Sexual Harassment in Violation of 775 ILCS 5/2-102(D)**

31. The People restate and re-allege Paragraphs 1 through 30 of this complaint as though fully set forth herein.

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

33. At all times relevant to this Complaint, ASI and RMG 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).

34. ASI and RMG engaged in a pattern and practice of tolerating or failing to resolve sexual harassment against female laborers at Voyant’s Countryside Facility.

35. As a direct and proximate result of ASI and RMG’s inaction in response to Voyant’s conduct pattern and practice of sexual harassment of female laborers, ASI and RMG 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 ASI and RMG from engaging in sexual harassment;
- b. Order ASI and RMG to cease all retaliatory conduct against laborers that complained about sexual harassment;
- c. Order ASI and RMG to adopt workplace anti-harassment policies, practices, and training to prevent sexual harassment, retaliation, and discrimination in employment; and
- d. Assess civil penalties against ASI and RMG pursuant to Section 10-104(B) of the Act in the amount of \$10,000 for each violation of the Act.
- e. Grant such other and further relief as the Court deems appropriate.

**COUNT III:**  
**Retaliation in Violation of 775 ILCS 5/6 101(A)**

36. The People restate and re-allege Paragraphs 1 through 35 of this Complaint as though fully set forth herein.

37. 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[.]”

38. At all times relevant to this Complaint, ASI and RMG 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).

39. ASI and RMG 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 ASI and RMG from engaging in sexual harassment;
- b. Order ASI and RMG to cease all retaliatory conduct against laborers that complained about sexual harassment;
- c. Order ASI and RMG to adopt workplace anti-harassment policies, practices, and training to prevent sexual harassment, retaliation, and discrimination in employment; and
- d. Assess civil penalties against ASI and RMG pursuant to Section 10-104(B) of the Act in the amount of \$10,000 for each violation of the Act.
- e. Grant such other and further relief as the Court deems appropriate.

Respectfully Submitted:

THE PEOPLE OF THE STATE OF ILLINOIS,

By and through,

Kwame Raoul,  
Attorney General of the State of Illinois

Dated: April 1, 2021

BY: s/Alvar Ayala  
Alvar Ayala, ARDC #6295810  
Assistant Attorney General  
100 West Randolph Street, 11th Floor  
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Return Date: No return date scheduled  
Hearing Date: 7/30/2021 10:00 AM - 10:00 AM  
Courtroom Number: 2410  
Location: District 1 Court  
Cook County, IL

FILED  
4/1/2021 10:37 AM  
IRIS Y. MARTINEZ  
CIRCUIT CLERK  
COOK COUNTY, IL  
2021CH01552

**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.

ALTERNATIVE STAFFING, INC., and  
RESOURCE MANAGEMENT GROUP, INC.

Defendants.

Case No. 2021CH01552

Judge

12796801

**JOINT MOTION FOR ENTRY OF CONSENT DECREE**

The People of the State of Illinois, (“the State”) and Alternative Staffing, Inc. and Resource Management Group, Inc. (“Defendants”) have agreed to the terms of a Consent Decree as a final resolution of the litigation between them and jointly move that this Court enter the Consent Decree, attached hereto as Exhibit A. Counsel for Defendants has authorized the State to file this joint motion and to sign on his behalf.

Respectfully submitted,

April 1, 2021

KWAME RAUL  
Attorney General of the State of Illinois

By: /s/ Alvar Ayala  
Alvar Ayala  
Chief, Workplace Rights Bureau  
Office of the Illinois Attorney General  
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*Counsel for Plaintiff*

/s/ Brian Myers  
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*Counsel for Defendants*

FILED DATE: 4/1/2021 10:37 AM 2021CH01552

**CERTIFICATE OF SERVICE**

The undersigned, an attorney, certifies that on the 1<sup>st</sup> day of April 2021, true and correct copies of the foregoing **Joint Motion for Entry of Consent Decree** and the exhibit thereto were served via regular U.S. Mail and electronic mail upon the following counsel of record:

Brian Myers  
Gordon Rees Scully Mansukhani  
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Chicago, Illinois 60606  
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bmyers@grsm.com

*Counsel for Defendants*

/s/ Alvar Ayala  
Assistant Attorney General  
Chief, Workplace Rights Bureau

*Counsel for Plaintiffs*

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

FILED  
4/1/2021 10:41 AM  
IRIS Y. MARTINEZ  
CIRCUIT CLERK  
COOK COUNTY, IL  
2021CH01552

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

Plaintiff,

v.

ALTERNATIVE STAFFING, INC., and  
RESOURCE MANAGEMENT GROUP, INC.,

Defendants.

12796968

Case No. 2021CH01552

**CONSENT DECREE**

**I. THE LITIGATION**

1. The Illinois Attorney General’s Office (“OAG”) filed this action (“Complaint”) on behalf of Plaintiff, the People of the State of Illinois, alleging that Defendant Alternative Staffing, Inc. (hereinafter “ASI”), and Resource Management Group, Inc. (hereinafter “RMG”) engaged in a pattern and practice of sex discrimination in violation of the Illinois Human Rights Act, 775 ILCS 5/1 *et seq.* (the “Act”) while providing temporary labor services to several customers in Illinois. ASI and RMG dispute any wrongdoing.

2. In the interest of resolving this matter, and as a result of having engaged in comprehensive settlement negotiations, ASI, RMG, and the OAG have agreed that this action should be finally resolved by entry of this Consent Decree (“Decree”). This Decree fully and finally resolves the OAG’s claims in the Complaint. The parties further agree that ASI and RMG have not admitted liability for any of the conduct alleged in the Complaint, and that ASI and RMG have agreed to the entry of this Consent Decree for the sole purpose of bringing this matter to an efficient resolution.

**II. FINDINGS**

3. 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. No party shall contest the jurisdiction of this Court to enforce this Decree and its terms or the right of the OAG to bring an enforcement suit upon an alleged breach of any term(s) of this Decree.
- c. The terms of this Decree are adequate, fair, reasonable, and just.
- d. The rights of the public interest are adequately protected by this Decree.
- e. 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.
- f. 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. SCOPE AND DURATION OF THE CONSENT DECREE**

4. This Consent Decree will become effective as of the date of entry by the Court (the “Effective Date”) and remain in effect for two years from the Effective Date (the “Term”).
5. This Decree shall be binding upon ASI, RMG, and their present and future directors, officers, managers, agents, successors, and assigns during the Term of this Decree. During the Term of this Decree, ASI and RMG shall provide a copy of this Decree to any organization or person which proposes to merge with ASI and/or RMG, or acquire a majority or all of ASI’s and/or RMG’s stock or substantially all their assets, prior to the effectiveness of any such merger or acquisition.
6. This Decree does not release ASI, RMG, or their respective owners, directors, officers, managers, agents, successors, or assigns from any liability to persons or entities that are not parties to this Decree arising out of the conduct covered by this Decree nor does it constitute an admission of liability by ASI or RMG.
7. For purposes of this Decree, these terms are defined as follows:
  - a. “Customer” shall refer to any third-party client, as defined in 820 ILCS 175/5, that contracts with ASI or RMG for the provision of Temporary Employees;
  - b. “Temporary Employee” shall refer to any individual hired and employed by ASI or RMG to be assigned to provide labor services to a Customer;

- c. “Personnel” shall refer to all other individuals hired and employed by ASI or RMG to conduct and manage its business, including, but not limited to, office staff, recruiters, dispatchers, supervisors, managers, and officers.
- d. “Employees” shall be used to collectively refer to Temporary Employees and Personnel.
- e. “Unlawful Discrimination” shall mean discrimination against any individual on the basis of race, sex (including, but not limited to, sexual harassment), or any other unlawful basis prohibited under 775 ILCS 5/2-102(A).
- f. “Document” shall include, without limitation, anything in which there is portrayed or contained, or from which can be retrieved any facts, information or data, including all of the things delineated in Ill. Sup. Ct. R. 214 and without limitation on the foregoing, all electronic data processing materials.

8. ASI and RMG represent that RMG has managed ASI’s operations since 2011. Specifically, ASI and RMG represent that branch managers, recruiters, account managers, dispatchers and other personnel involved in assigning Temporary Employees to ASI Customers are on RMG’s payroll. RMG represents that ASI is RMG’s only client. RMG and ASI shall be jointly responsible for complying with all obligations under this Consent Decree. To the extent that RMG does not assign Temporary Employees to any Customers, other than ASI’s Customers as an agent or affiliate of ASI, RMG’s obligations relating to Temporary Employees under this Decree shall be limited to Temporary Employees on ASI’s payroll. Should RMG begin assigning Temporary Employees to Customers independently of its relationship with ASI during the term of this Decree, all obligations under this Decree shall apply equally to any such new RMG operations. Furthermore, RMG shall notify the OAG of any new client it acquires, in addition to ASI, within 10 business days of acquiring said new client.

9. Nothing shall preclude the OAG from bringing an action to enforce the terms of this Decree, bringing a separate action should the OAG discover additional violations of the Act outside the scope of conduct covered by this Decree, or referring complaints or allegations of non-compliance with other applicable state or federal laws, outside the scope of this Decree, to appropriate state or federal agencies. The information and documents provided by ASI and RMG pursuant to this Decree shall not serve as the basis for a separate action against ASI or RMG arising from conduct preceding the execution of this agreement.

### **III. INJUNCTIVE PROVISIONS**

#### **(A) GENERAL PROVISIONS**



10. ASI, RMG, and their officers, agents, employees, and all persons acting in concert with it are enjoined from engaging in any form of race-based, sex-based, or any other unlawful employment discrimination, including sexual harassment, or failing to take reasonable corrective measures to prevent third-parties from subjecting ASI or RMG Employees to any form of sex-based or race-based employment discrimination, including refusing to hire, segregating, recruiting, hiring, promoting, renewing employment, selecting for training or apprenticeship, discharging, disciplining, or basing the tenure, terms, privileges, or conditions of employment on the basis of an individual's sex or race, as set forth in the Act. 775 ILCS 5/2-102(A).

11. ASI, RMG, and their officers, agents, employees, and all persons acting in concert with them are enjoined from failing or refusing to assign work to any individual on the basis of Unlawful Discrimination or accepting from any person any job order, requisition, or request for Temporary Employees which makes or has the effect of making Unlawful Discrimination a condition of assignment, as prohibited by the Act. 775 ILCS 5/2-102(B).

12. ASI, RMG, and their officers, agents, employees, and all persons acting in concert with it are enjoined from engaging in any form of sexual harassment, or failing to take reasonable corrective measures to prevent third-parties from subjecting ASI or RMG Employees to 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. 775 ILCS 5/2-101(E), 2-102(D).

**(B) AMENDMENT OF DISCRIMINATION AND HARASSMENT POLICIES;  
ADDITIONAL EMPLOYMENT NOTICES FOR TEMPORARY EMPLOYEES**

13. Within 30 days of the Effective Date, ASI and RMG shall amend their respective Equal Employment Opportunity Policies and Anti-Harassment Policies (collectively, the "Policies") to include, in addition to existing protections, the following terms to the extent not already provided therein:

- a. ASI and RMG prohibit any assignments, discipline, discharge, or differential terms, conditions, and privileges of employment on the basis of race, color, religion, national origin, ancestry, sex, age, marital status, order of protection status, gender identity, national origin, disability, military service, pregnancy, childbirth and related medical conditions, military status, unfavorable discharge from military service genetic information, or any other classification protected by federal, state, and local laws and ordinances. Unlawful Discrimination and any such prohibited behavior will not be tolerated from any Employee or Customer.
- b. Employees may make complaints of Unlawful Discrimination or Sexual Harassment to any person in their ASI or RMG chain of command or through the

Complaint Hotline detailed in Section III(D) of this Decree. The Policies shall also list the appropriate governmental agencies that investigate complaints of employment discrimination and harassment, such as the Illinois Department of Human Rights and the Office of the Illinois Attorney General's Workplace Rights Bureau, with their respective phone numbers;

- c. Employees may make complaints to these governmental agencies regardless of their immigration status;
  - d. Employees may make internal complaints about discrimination or harassment without regard to how much time has passed since the alleged discrimination or harassment occurred;
  - e. Employees who make a complaint of discrimination or harassment or provide information related to such a complaint will be protected against retaliation;
  - f. Employees will not be required to submit a complaint of discrimination or harassment to a supervisor or person against whom they allege the unlawful conduct;
  - g. ASI and RMG will protect the confidentiality complainants of discrimination or harassment, and any witnesses or other persons who provide information about the alleged discrimination or harassment, to the extent possible;
  - h. ASI and RMG will take immediate and appropriate corrective action if and when they determine that discrimination or harassment has occurred; and
  - i. Employees, including management, who violate the Policies are subject to discipline, up to and including discharge.
14. ASI and RMG shall implement and enforce their respective amended Policies on behalf of all their Employees in the State of Illinois. ASI and RMG shall include the Policies in any relevant manual kept by ASI and RMG in the course of their operations. ASI and RMG deny that their respective current policies are not legally compliant, but ASI and RMG will update their manuals with any Policies drafted in accordance with this Decree.
15. ASI and RMG shall forward a copy of their Policies, Employment Notice, if applicable, and their translations to the OAG within 30 calendar days of the Effective Date for approval. This and any other submissions, reports, and certifications should be submitted to the address provided in Section III(J).

**(C) DISTRIBUTION OF POLICIES AND NOTICES TO EMPLOYEES**

16. ASI and RMG shall provide all Employees with a copy of the policies referenced in Section III(B) of this Decree, along with information directing Employees to the Hotline referenced in Section III(D) of this Decree within 60 days of the Effective Date. ASI and RMG may provide a one-page flyer with this information or it may include this information in the Employment Notices it provides to Temporary Employees pursuant to 820 ILCS 175/10.

17. The Policies and their translations shall also be printed in a font that is easily legible (at least 11-point font) and be posted or maintained in a conspicuous, visible, and accessible place for all Employees to view, including in the waiting area of the staffing offices.

18. As required in Section III(J) of this Decree, ASI and RMG shall provide certifications to the OAG of its compliance with the requirements of this Section of the Decree.

#### **(D) COMPLAINT HOTLINE**

19. ASI and RMG shall establish and maintain a complaint hotline (the “Hotline”) for Employees to report any incidents of discrimination and harassment by ASI, RMG, or Customers. ASI and RMG may maintain the same Hotline jointly

20. ASI and RMG shall ensure that all calls received through the Hotline concerning discrimination or harassment are reported to ASI’s and RMG’s President or outside attorney, and Personnel that will be responsible for investigating complaints for review and handling pursuant to the Policies and this Decree.

21. ASI and RMG shall post notices informing all Employees of the existence of the Hotline within 60 days of the Effective Date. These notices shall be in English and Spanish and posted in conspicuous, visible, and accessible areas of each of its locations in Illinois. These notices shall provide the Hotline number and clearly state that the Hotline is available to all Employees for making complaints of discrimination and harassment, including incidents at Customer job sites. ASI and RMG shall provide these notices in English and Spanish to the OAG for approval, along with the proposed locations for their posting, within 30 days of the Effective Date.

22. In accordance with the reporting requirements of Section III(J) of this Decree, ASI shall aggregate and report on a quarterly basis to the OAG all calls received through the Hotline alleging, in form or substance, discrimination or harassment, and actions taken by the company in response to the complaint. The OAG may request, and ASI and RMG shall provide upon request, all documents related to the investigation of complaints made through the Hotline along with contact information for any Employees or Personnel who have information relating to these complaints.

#### **(E) TRAINING OF PERSONNEL**

23. During the term of this Decree, ASI and RMG shall provide an annual training on employment discrimination and harassment to all Personnel employed in Illinois (“Personnel Training”). ASI and RMG Personnel may attend the training simultaneously. The training shall specifically concern Unlawful Discrimination in the temporary employment context with an emphasis on sexual harassment and discrimination on the basis of sex and race.

24. ASI, RMG, and the OAG will collaborate in good faith to develop the initial Personnel Training session, which shall occur within 120 calendar days of the Effective Date, as follows:

- a. ASI shall select an outside instructor (“Instructor”) to organize, construct, and supervise all Personnel Training sessions. ASI’s and RMG’s choice of Instructor must be approved by the OAG. ASI, RMG, and their Instructor must submit all materials and content of the training to the OAG for approval. The OAG may withhold approval of the Personnel Training if the OAG is not satisfied with the quality, content, and tailoring of the Personnel Training materials submitted by ASI, RMG, and their instructor. The costs of the Personnel Training will be covered by ASI and/or RMG.
- b. The OAG, ASI, and RMG shall confer and agree on the date and location for the initial Personnel Training session;
- c. The Personnel Training may be delivered electronically to Employees subject to OAG approval.
- d. The OAG must approve the content of all materials and content related to the Personnel Training.

25. The remaining training sessions shall be modeled on the initial Personnel Training session and shall take place annually, no later than 30 calendar days after the anniversary date of the initial Personnel Training session.

26. ASI and RMG shall take and maintain attendance lists of all Personnel that participate in the Initial Personnel Training session and annual Personnel Training session.

27. Additionally, within 60 days of the Effective Date, ASI and RMG shall designate Personnel that will be responsible for investigating complaints of sexual harassment and other Unlawful Discrimination. All Personnel that are involved in the investigation or resolution of complaints shall receive comprehensive training (Investigations Training) before they begin their involvement in the sexual harassment or other Unlawful Discrimination complaint process and annually thereafter. The Investigations Training shall occur within 120 days of the Effective Date. ASI and RMG shall submit their choice of Instructor to perform the Investigations Training and

all materials to be used in this training to the OAG for review and approval within 90 days of the Effective Date. The topics of the specialized training shall include, but not be limited to: (1) ASI's obligations under the law; (2) ASI's complaint process; (3) how to conduct intake of sexual harassment, retaliation, and other illegal discrimination 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.

**(F) TRAINING OF TEMPORARY EMPLOYEES**

28. ASI and RMG shall provide all Temporary Employees with training ("Temporary Employee Training") approved by the OAG and deliver the training set forth in this section. ASI must submit its choice of instructor and all training instructors, training materials, and/or training video to the OAG for approval within 90 days of the Effective Date. The Temporary Employee Training must occur within 160 days of the Effective date. The OAG will consider ASI and RMG proposals to conduct the Temporary Employee Training virtually.

29. Trainings for all Temporary Employees shall include, but not be limited to, the following: (1) a description of the laws prohibiting sexual harassment, retaliation, and any other illegal discrimination in the workplace; (2) a description of ASI's anti-sexual harassment, and anti-retaliation Policies; (3) a description of the process for an employee to submit a complaint of discrimination, including but not limited to race and sex based assignments, sexual harassment, or retaliation to ASI 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 unlawful discrimination issues; and (5) the contact information for filing a complaint of unlawful discrimination to local, state or federal agencies, including to the Equal Employment Opportunity Commission and the Illinois Department of Human Rights.

30. This Temporary Employee Training will be recorded and provided as part of Temporary Employee's orientation process. All Temporary Employees must receive this training within 160 days from the Effective Date.

**(G) AMENDMENTS TO TEMPORARY EMPLOYEE APPLICATIONS**

31. ASI and RMG shall provide all individuals who walk into one of its branches seeking employment and all other applicants for employment with a written application in physical or electronic format.

32. ASI and RMG shall amend their Temporary Employee employment application to include a new section that shall inquire as to the applicant's willingness and ability to lift up to certain amounts of weight (i.e., up to 10, 30, or 50 pounds throughout the day as may be appropriate to recruit Temporary Employees for assignments containing lifting requirements). ASI and RMG shall maintain this data in an accessible and usable format and rely upon it, among other considerations, when filling Customer job requests that have *bona fide* lifting requirements. ASI and RMG shall submit their modified applications to the OAG for approval within 90 days of the Effective Date.

**(H) OBLIGATIONS REGARDING CUSTOMER RELATIONSHIPS**

33. ASI and RMG will reiterate to each Customer, on an annual basis, that ASI is an equal employment opportunity employer and does not fill assignments based on gender, race, or any other characteristic or classification protected by the Act.

34. ASI and RMG shall make all reasonable efforts to receive and respond to Customers' requests for Temporary Employees through written correspondence, such as email.

35. ASI and RMG shall make all reasonable efforts to record Customers' requests to cancel or terminate a Temporary Employee's assignment, including requests to "DNR" (or "Do Not Return") a temporary employee and the reason(s) supporting such actions, through written correspondence, such as email.

36. ASI and RMG shall require all "DNR" requests by Customers to include a reason supporting the request, and inquire, in writing, after such reason if none is initially provided.

37. Should ASI or RMG receive what it reasonably believes to be an unlawfully discriminatory request for Temporary Employees from a Customer, either directly or through the use of code words or other proxies for unlawful discrimination, ASI and RMG shall:

- a. Respond to the Customer in writing with a response identifying the request as potentially unlawfully discriminatory, reiterating its equal employment opportunity policy and refusal to fulfill unlawfully discriminatory requests, and requesting the Customer to provide the minimum job requirements for the position for which it seeks a Temporary Employee;
- b. Report the unlawfully discriminatory request and the response required by subpart (a) to the ASI and RMG President or other designated individual;
- c. If the Customer continues to make the unlawfully discriminatory request after ASI provides the notice in subpart 36.a above without either modifying the request or

providing a non-discriminatory explanation, then ASI and RMG will report the request to the OAG within 5 business days of the continued request.

38. ASI and RMG shall include in all new agreements with Customers the following provisions:

- a. A notice that ASI is an equal employment opportunity employer, does not fill assignments based on race, sex, or any other protected preference, will not accept any unlawfully discriminatory requests for temporary employees through the use of code words or other proxies for Unlawful Discrimination, and shall instead place Temporary Employees based only on legitimate, *bona fide*, and essential job functions.
- b. A requirement that Customers shall report any allegations involving Unlawful Discrimination relating to Temporary Employees, including sexual harassment, in writing to the designated Account Manager or other designated individual no later than the next business day.

39. If the above provisions are not set forth in a contract with a Customer, they must be provided to the Customer contact and Customer personnel performing the Human Resources/ Recruiting function for the Customer in a separate writing, via United States First Class Mail and via e-mail, delivery and read receipts requested.

40. When doing an initial site visit for a prospective or new Customer, ASI and RMG shall ask to see the Customer's employee bulletin board with the required workplace-related posters. If the current Equal Employment Opportunity Commission poster is missing, ASI and RMG shall offer to provide one to the prospective or new Customer.

41. ASI and RMG shall solicit from their customers written descriptions of each position to be filled by Temporary Employees ("Job Descriptions"). These Job Descriptions shall clearly describe the tasks to be performed and the criteria to be used in selecting Temporary Employees to assign. If the Customer does not provide a description, ASI and RMG shall make and record their own reasonable estimation of the position's responsibilities and criteria for assigning Temporary Employees. ASI and RMG will use these Job Descriptions to recruit Temporary Employees to fill said positions.

**(I) RECORD-KEEPING**

42. ASI and RMG shall maintain, in an accessible and usable format separate from their existing payroll records, data concerning the demographics of their Temporary Employees and all applicants for employment. The data shall include and contain the employee or applicant's name,

age, race, and sex. This data shall be maintained for two years after the Temporary Employee's discharge or after the end of the Temporary Employee's assignments through ASI. In accordance with the reporting requirements of Section III(J), this data shall be subject to review and randomized audit by the OAG.

**(J) REPORTING REQUIREMENTS**

43. On a quarterly basis, starting three months from the Effective Date, ASI and RMG shall submit to the OAG a report of:

- a. All Unlawful Discrimination complaints made by any Employee, whether initially received by ASI, RMG, or a Customer, occurring within the three-month period preceding the report, including, if provided, the complainant's name, date of complaint, job title, location of the complained-of conduct, phone number, summary of allegations, name of the person(s) complained of, and summary of ASI's and RMG's resolution(s) taken pursuant to its Policies. ASI and RMG shall not use any information it compiles or produces pursuant to this requirement for any reason unrelated to the enforcement of its Policies, compliance with this Decree, or at the direction of its legal counsel.
- b. All discriminatory requests made by any Customer, occurring within the six-month period preceding the report, including, but not limited to, the Customer's name, address, date of request, the title of the position for which the request was made, and summary of ASI and RMG's resolution. ASI and RMG shall not use any information it compiles or produces pursuant to this requirement for any reason unrelated to the enforcement of its Policies and compliance with this Decree

44. ASI and RMG will voluntarily submit their Policies and practices to prevent Unlawful Discrimination to auditing by the OAG. The OAG reserves the right to perform such audits on a quarterly basis. In the event the OAG exercises its right to perform an audit of ASI and RMG, ASI and RMG will, upon request, produce the following documents:

- a. The data referenced in Section III(I);
- b. Emails obtained by running search terms provided by the OAG through selected ASI and RMG Personnel's inboxes. ASI and RMG will provide the name, title, and job duties for all of its Personnel prior to the OAG providing search terms.
- c. A list of current customers;
- d. Invoice records for the preceding quarter for up to 5% of ASI's Customers or six customers selected by the OAG, whichever is greater (the "Selected Customers");



- e. To the extent, not contained within ASI's invoices, ASI shall also provide all documents reflecting the following information for every Temporary Employee assigned to the Selected Customers through ASI or RMG:
- i. The name of each Temporary Employee assigned to a Selected Customer;
  - ii. The address of each Temporary Employee assigned to a Selected Customer;
  - iii. The identification number for the Temporary Employee;
  - iv. The Selected Customer to which the Temporary was assigned;
  - v. The sex of the Temporary Employee;
  - vi. The race of the Temporary Employee;
  - vii. The ASI branch through which the Temporary Employee was assigned;
  - viii. The rate of pay of the Temporary Employee;
  - ix. The billing rate for the Temporary Employee;
  - x. The dates the Temporary Employee was assigned to the Selected Customer;
  - xi. The hours worked by each Temporary Employee assigned to the Selected Customer during each week;
  - xii. The address of the facility of the Selected Customer to which the Temporary Employee was assigned;
  - xiii. Whether a criminal background check was obtained for the Temporary Employee;
  - xiv. Whether a drug test was conducted for the Temporary Employee and, if so, the name of the drug testing company utilized; and
  - xv. The title and duties for the Temporary Employee's assignment at the Selected Customer.
- f. Job Descriptions for positions at the Selected Customers;
- g. All documents reflecting requests for laborers made by the Selected Customers for auditing purposes within the preceding quarter; and
- h. All documents and communications between ASI, RMG, and the Selected Customers relating to discipline, changes in assignments, termination of assignments (including "Do Not Return," "DNR" or "DNA" requests), or the rejection of Temporary employees assigned by ASI to the Selected Customers
44. The OAG may request that part of the information referenced in Paragraph 43 be produced in a report in Excel format.

45. On an annual basis, starting 12 months from the Effective Date, ASI and RMG shall submit to the OAG a sworn certification of its compliance with all provisions of this Decree.

46. ASI and RMG shall send each report, as well as all other notifications and certifications required from ASI and RMG by this Decree, in electronic or paper form, to the following address:

Alvar Ayala  
 Workplace Rights Bureau Chief  
 Office of the Illinois Attorney General  
 100 W Randolph Street, 11<sup>th</sup> Floor  
 Chicago, Illinois 60601  
 aayala@atg.state.il.us

#### **IV. COOPERATION**

47. A material term of this settlement agreement is ASI and RMG's agreement to cooperate in providing information, testimony, and documents not protected from disclosure by the attorney-client privilege or work product doctrine that may be relevant to determining the liability of third party client companies, including Customers, that have engaged in Unlawful Discrimination.

48. ASI and RMG must provide the OAG with a log of any information or cooperation that is not provided based on an assertion of law, regulation, privilege, or attorney work product, and ASI bears the burden of establishing the validity of any such an assertion.

49. The cooperation that ASI and RMG will provide will include:

- a. Providing documents in ASI's possession or control relevant to the allegations of Unlawful Discrimination by Customers with whom ASI or RMG have, had, or considered having a business relationship. ASI and RMG represent that they have substantially complied with this element of its cooperation at the time this Decree was executed and will continue to comply with this element of cooperation throughout the Term of this Decree.
- b. Making one or more employees of ASI and RMG, and any other witnesses in ASI's and RMG's control, available throughout the duration of this Decree or any lawsuits that result in part from ASI's and RMG's cooperation, whichever is longer, to give truthful testimony in depositions and, if necessary, at trial, pursuant to an appropriate subpoena. To the extent any former ASI employee is no longer employed by ASI or RMG at the time such testimony is sought, ASI and RMG agree to cooperate with the OAG to locate such individual and make all reasonable efforts to make such individual available as a witness pursuant to an appropriate subpoena.

50. Prior to introducing any of the documents or information obtained pursuant to this cooperation agreement in a civil action, the OAG will send a formal subpoena to ASI and/or RMG

for the documents and information it intends to use in the action. Upon satisfactory compliance with the subpoena, the OAG will introduce in the civil action the documents and information obtained pursuant to the subpoena in lieu of the documents information the OAG obtains pursuant to this cooperation agreement. The OAG may only introduce in a civil action documents and information obtained exclusively through this cooperation agreement in the following circumstances: (i) ASI or RMG fail to comply with a formal subpoena; (ii) the documents and information sought become unavailable prior to compliance with a formal subpoena; or (iii) ASI or RMG provide information and documents in response to a formal subpoena that are inconsistent with those produced under this cooperation agreement. To the extent the OAG initiates investigations based upon the documents and information produced by ASI and RMG pursuant to this cooperation agreement, the OAG will not disclose the source of such information and documents to targets or witnesses in such investigations unless compelled to do so by court order or applicable law, or after receiving permission from ASI and RMG.

**V. MONETARY RELIEF**

51. Within 30 calendar days of the Effective Date, ASI and RMG, jointly, shall pay a total of \$100,000 in civil penalties pursuant to Section 10-104(B)(1)(a) of the Act to resolve this matter. 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”) for subsequent expenditure at the sole discretion of and as authorized by the Attorney General.

52. The above-referenced payment and any reports due under this Consent Decree shall be delivered to the following address:

Alvar Ayala  
Workplace Rights Bureau Chief  
Office of the Illinois Attorney General  
100 W Randolph Street, 11<sup>th</sup> Floor  
Chicago, Illinois 60601  
Aayala@atg.state.il.us

53. In the event that the OAG believes that ASI or RMG have failed to comply with any provision of the Decree, the OAG shall have the right to seek court intervention in the Circuit Court of Cook County, Illinois. Additionally, no party shall contest the court's jurisdiction to hear a dispute arising from the Decree nor challenge the OAG's ability to bring an action to enforce the terms of the Decree in this court.

**VI. SIGNATURES**


48. 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 will be deemed an original, and all of which constitute one and the same agreement.

THE OFFICE OF THE ILLINOIS ATTORNEY GENERAL

KWAME RAOUL  
Attorney General of the State of Illinois

Dated: 3/2/2021

By:

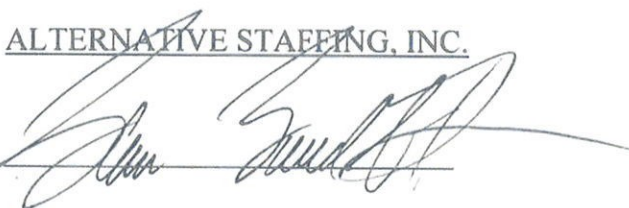
  
Alvar Ayala  
Workplace Rights Bureau Chief  
100 West Randolph Street, 11th Floor  
Chicago, Illinois 60601  
(312) 343-0099  
[aayala@atg.state.il.us](mailto:aayala@atg.state.il.us)

ALTERNATIVE STAFFING, INC.

Dated:

3/10/21

By:

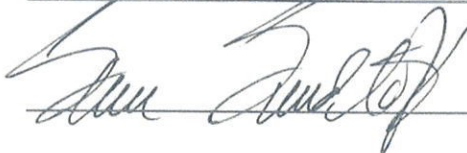


RESOURCE MANAGEMENT GROUP, INC.

Dated:

3/10/21

By:





April 1, 2021

## **EL PROCURADOR GENERAL RAOUL ANUNCIA ACUERDOS PARA REMEDIAR DISCRIMINACION EN BASE A SEXO EN LAS CONTRATACIONES POR AGENCIAS DE EMPLEO TEMPORAL**

### ***Acuerdos con una agencia de empleo temporal y compañías clientes aseguran igualdad en las oportunidades de empleo para los trabajadores***

**Chicago** — El Procurador General Kwame Raoul llegó a acuerdos hoy con una agencia de empleo temporal y tres empresas que utilizan trabajadores temporales, que resuelven alegaciones que las empresas segregaban sus lugares de trabajo y discriminaban contra sus trabajadores basado en su sexo.

Los acuerdos resuelven tres demandas que el Procurador General entabló hoy contra Fibre Drum Sales, Inc. (FDS); DSI Holdings Corporation, haciendo negocios como Service Master (DSI); Amylu, Foods, LLC (Amylu); y Alternative Staffing, Inc. (ASI) y su entidad asociada, Resource Management Group, Inc. Los acuerdos protegen a los trabajadores contra la discriminación sexual asegurando que las empresas tomen pasos para prevenir la discriminación en las contrataciones. Adicionalmente, los acuerdos obligan a las empresas a pagar penalidades civiles en la totalidad de \$280,000.

“Las empresas buscando a contratar trabajadores a base de su sexo – no sus cualificaciones – ni siquiera intentan de ofuscar sus prácticas discriminatorias porque dicha discriminación es casi habitual dentro de la industria de empleo temporal,” dijo Raoul. “Estoy comprometido a tomar acción y parar la discriminación presente en las agencias de empleo temporal porque los trabajadores en Illinois deben de tener las mismas oportunidades para el empleo y no ser sujetos a la discriminación en sus lugares de trabajo.”

Las demandas del Procurador General alegan que las empresas segregaban sus entornos laborales haciendo algunas posiciones disponibles solamente a los hombres y otras solamente a las mujeres, independientemente de si los trabajadores podían realizar las funciones de las posiciones requeridas. Esto significa que candidatos de trabajo fueron excluidos sistemáticamente de consideración por razón de su sexo y basado en estereotipos sobre los trabajos para cuales las mujeres son aptas. En el caso de una de las empresas, mujeres no habían sido asignadas a trabajar en posiciones de producción por años, y el establecimiento de la empresa carecía de un vestuario para las mujeres.

No es raro que las empresas que utilizan trabajadores temporales (por oficina) asignen posiciones en base a estereotipos sobre los tipos de trabajos que las mujeres pueden hacer. Adicionalmente, algunas empresas usan a las agencias de empleo temporal para segregar sus lugares de trabajo según estos estereotipos. Por ejemplo, a menudo las empresas usan palabras claves como “ligero” (o “light” en inglés) o “pesado” (o “heavy” en inglés) para significar que quieren mujeres u hombres, respectivamente, al solicitar trabajadores a través de sus agencias temporales. Dichas prácticas pueden resultar en una baja representación de mujeres en la fuerza laboral o en atar a las mujeres a trabajos de más baja remuneración.

El objetivo de los acuerdos logrados por Raoul es eliminar la discriminación y asegurar que los trabajadores temporales sean solicitados y elegidos basado en su capacidad para realizar los requisitos de las posiciones disponibles, sin importar su sexo. Los acuerdos obligan a las empresas a comunicar los requisitos mínimos para cada posición disponible a sus agencias temporales, las cuales deben reclutar trabajadores para las empresas en base a la habilidad de los candidatos para desempeñar los requisitos para cada posición sin tomar en cuenta el sexo del trabajador. Los acuerdos también requieren que las empresas revisen anualmente las descripciones de sus posiciones de trabajo para asegurar que sus normas de asignación y contratación sean conformen a los requisitos de cada posición y no discriminen basado en el sexo de los trabajadores.

Adicionalmente, los acuerdos obligan a las empresas a entrenar a su personal sobre la discriminación sexual, incluyendo los prejuicios en el empleo y en sus asignaciones; crear y distribuir una póliza sobre discriminación e igualdad de oportunidades en el

empleo; establecer una línea directa para quejas; y aumentar documentación para evitar discriminación. Además, los acuerdos obligan a las empresas a presentar reportes con regularidad a la Oficina del Procurador General para garantizar su cumplimiento con estas normas.

Los acuerdos avanzan la defensa del Procurador General Raoul de los trabajadores y los protege contra formas ilegales de discriminación. Previamente, Raoul demandó a Voyant, una empresa envasadora de productos de belleza en el Condado de Cook, e instaló un monitor después de recibir quejas de acoso sexual y represalias contra los trabajadores. Raoul también inició una demanda contra Colony, Inc., y sus agencias de empleo temporal, alegando que estas conspiraron ilegalmente para fijar los salarios de los trabajadores y restringir su derecho a buscar mejores oportunidades de empleo. El Procurador General Raoul también dirige el Grupo de Trabajo de la Unidad de Protección de Trabajadores, que se compone de agencias y autoridades estatales de alrededor del estado. El grupo presentó su primer informe en noviembre de 2020.

Los acuerdos logrados por Raoul involucran la discriminación en base al sexo en la industria de empleo temporal, y la acción sigue un informe reciente detallando la discriminación racial en la industria de empleo temporal en el área de Chicago. El informe con título "Abriendo la Puerta" ("Opening the Door" por su título en inglés), detalla la existencia en general de discriminación racial en la contratación de trabajadores por agencias de empleo temporal que proporcionan servicios a muchos negocios.

El Procurador General Raoul alienta a los trabajadores que hayan experimentado discriminación en su empleo a ponerse en contacto con el Buro de Derechos Laborales de su oficina al 1-844-740-5076 o visitar la página web del Procurador General.

El jefe del buro, Alvar Ayala, y subprocuradores Javier Castro y Samantha Kronk, llevaron a cabo los casos para el Buro de Derechos Laborales de Raoul.

[Return to April 2021 Press Releases](#)

