

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS**

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U.S. DISTRICT COURT

Traci Radmanovich, Martha Mausshardt,)
Brenda Palmer, Vicky Miller, Maria Eason,)
Elke Budreau, Bonnie Shaffer, Patricia Schams)
Terry Boebel, and Cathy Aloffo, on behalf of)
themselves and others similarly situated,)

Plaintiffs,)

v.)

Combined Insurance Company of America,)
Defendant.)

JURY TRIAL DEMANDED

No. **01C 9502**

**JUDGE BUCKLO
MAGISTRATE JUDGE KEYS**

COMPLAINT -- CLASS ACTION

**DOCKETED
DEC 13 2001**

Plaintiffs complain of defendant as follows:

1. Defendant Combined Insurance Company of America ("Combined") sells supplemental insurance products to more than 5 million customers throughout the United States and Canada. It has also engaged in a shocking campaign of cruel, severe and pervasive sexual harassment and economic discrimination against its female workforce. Male managers and sales agents inflicted sex-related abuse on female employees that ranged from verbal taunting to a gang-bang style rape. Women were propositioned for sex, groped, and constantly touched against their will. Male managers and sales agents openly discussed the sexual value of women's body parts and clothing. Women were interrogated about their sex lives and forced to endure constant speculation about their sexual proclivities and performance. Men made sexual jokes, bantered endlessly about the sex they were having (or wished to have) and otherwise created a sex-filled, sex-charged environment that reinforced the idea of women as sexual prey.

2. An offshoot of its institutionalizing the humiliation and degradation of its female workforce was Combined's refusal to offer female employees the same opportunities it offered to

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males. Women were paid less, forced to strictly adhere to performance standards, given worse assignments, and rarely promoted.

3. The men who operated Combined helped to create and maintain the fraternity party atmosphere. When they were not themselves assaulting, propositioning or otherwise harassing women, male managers were covering up for other male employees. No complaint fazed Combined management. When a female sales agent complained that she was forcibly raped by several male sales agents and managers while she lay unconscious, a senior manager instructed her to have an abortion to avoid having to determine which guy was the father.

4. Combined has failed and refused to take the issues of sexual harassment and economic discrimination seriously. Combined not only refuses to discipline or stop harassers and discriminators—some are actually *promoted*. Combined's cavalier attitude toward the women it employs has prompted plaintiffs to bring this action seeking injunctive, compensatory, punitive and other relief for themselves and others similarly situated.

JURISDICTION AND VENUE

5. This Court has subject matter jurisdiction under 28 U.S.C. § 1331 because this action arises under the laws of the United States.

6. Venue in this district is proper under 42 U.S.C. § 2000e-5(f)(3) and 28 U.S.C. § 1391(b) and (c) because the unlawful employment practices occurred in this district and the defendant resides in this judicial district. Combined maintains its corporate office in Glenview, Illinois.

PARTIES

7. Plaintiffs Traci Radmanovich, Martha Maussardt, Brenda Palmer, Vicky Miller, Maria Eason, Elke Budreau, Bonnie Shaffer, Patricia Schams Terry Boebel, and Cathy Aloffo, on behalf of themselves and others similarly situated, are all current or former female sales employees of Combined Insurance Company of America. Each plaintiff and class member is an “employee” for purposes of Title VII of the Civil Rights Act of 1964 (“Title VII”), 42 U.S.C. § 2000e(f).

8. Defendant Combined Insurance Company of America, a wholly owned subsidiary of AON Corporation, sells supplemental health, accident and life insurance products throughout the United States and Canada through a large, nationwide group of sales employees. Combined’s sales staff is overseen by tiers of managers who are closely supervised and overseen in every respect by Combined top management in Chicago, Illinois, where Combined maintains its national headquarters. Combined is an “employer” for purposes of Title VII, 42 U.S.C. § 2000e(b), because it is engaged in interstate commerce and employs fifteen or more employees.

FACTS

A. The Philosophy and Culture of Combined Insurance

9. Combined has one business pursuit: selling insurance. Everything at Combined is focused on that one goal and everyone who works at Combined either sells insurance or supports the people who sell insurance.

10. Combined was founded by W. Clement Stone in 1919. The principles he developed are still the cornerstone of the firm’s operations. Stone believed that a sales force must be motivated emotionally as well as financially, and devised a system of on-going motivational programs which are used to this day under the rubric of the “Positive Mental

Attitude.” Combined operates on a strict “pyramid” system, in which virtually all managerial hiring is done by promotion from within, and every manager must start at the bottom. Today, virtually every top manager, including the chief executive officer, started as a sales agent, the lowest entry level position at the company. Every one of these individuals was trained and schooled in the W. Clement Stone “success system that never fails,” and each personally participated in the system still in use and in which plaintiffs and the plaintiff class are routinely and repeatedly abused in terms of promotions, compensation opportunities and also subjected to the most egregious kinds of sexual harassment without protest, control or condemnation by top management.

11. Thus, the top managers of the company today in the course of their careers (and they are all men) personally prospered and succeeded in the same culture of sexual discrimination and abuse as exists today. To them, the Combined culture is synonymous with the Combined system and maintaining this culture—despite its propensity to sexual abuse and discrimination—is the way, indeed the only way, to run the company. As a result, none of the top executives, despite personal awareness both of the sorts of events here complained of and the requirements of Title VII of the Civil Rights Act of 1964, has or will take effective steps to bring this lawless system into compliance with the laws of the United States.

B. The Structure of Combined Insurance

12. Every newly hired sales agent is trained in the Combined method of selling insurance and part of this training is morale boosting to the point of indoctrination, which has resulted in a company culture of fierce pride in the Combined way of doing things. At local, regional and national meetings, called “Ardmores,” Combined’s philosophy of the Positive Mental Attitude is preached and reinforced. Managers tout Ardmores as controlled environments

where family and other obligations do not distract employees from their goals. Newly hired sales agents are steeped in Combined culture during these Ardmores by their bosses and their bosses' bosses, all of whom were themselves sales agents who rose up through the ranks. The intense Combined culture breeds loyal employees whose devotion to Combined and the Combined tradition sometimes borders on the cult-like.

13. One result of Combined's single focus—selling insurance—and insistence on accomplishing this goal in only one way—the Combined way—is an amazingly successful business that has lasted more than eighty years. Another result is counterintuitive: a company that conducts its business door to door—without offices—and throughout the fifty states but retains the cohesion and focus of a one office business. This “one office feel” is reinforced by Combined's rigid pyramid-style of management.

14. Combined sells insurance in 12 geographical regions spanning the United States and Canada and each of these regions is managed by a Divisional Manager or Vice President/Divisional Manager who reports directly to the president and chief executive of the company, Richard Ravin. The divisions are divided into regions, which are supervised by Regional Managers. These high ranking managers are overwhelmingly male. As of 1998, the gender breakdown was:

<u>Title</u>	<u>Number</u>	<u>Male</u>	<u>Female</u>
President	1	1	0
Divisional Managers	12	12	0
Regional Managers	76	73	3

Regions are divided into sub-regions and sub-regions are in turn divided into districts or territories and managed by District Managers (“DMs”), now called Territorial Directors (“TDs”). DMs and TDs hire sales agents to sell insurance in their district.

15. Sales agents all work under the same written contract, and all sell insurance on commission. Once they meet certain selling and training criteria, sales agents are supposed to receive an automatic promotion to Customer Sales Manager or New Business Manager, which offers increased commission opportunities. This criteria is not uniformly applied; DMs or TDs can accelerate or delay a promotion despite this “automatic” promotion policy.

16. A Customer Sales Manager becomes eligible for promotion to a District Manager or Territorial Director position when he or she sells a “grand diamond,” a certain amount of insurance sold in a set time period. In reality, some Customer Sales Managers are promoted without ever selling a grand diamond and others are not promoted despite selling one or more grand diamonds. In other words, upper level managers make subjective decisions about who to promote into middle management.

17. In an atmosphere like Combined’s—with male sexual aggression and constant sex stereotyping—the subjective decisions almost always favor the men or disfavor the women. This reality is reflected in the numbers: in 1998, women held only 3 of the 89 upper management positions.

C. Economic Discrimination Claims

18. Combined proclaims that it is an equal opportunity employer, that it pays and promotes based on merit, not on seniority or favoritism. However, Combined has done nothing to keep its promise. It has ignored numerous complaints about disparate treatment, shrugged at the gross under representation of women in management, and promoted men known to be

harassers and discriminators. In truth, Combined has an unspoken policy of excluding women from upper management and other lucrative opportunities.

19. Combined discriminates against women beginning with the hiring process, grading female applicants by their appearance and body type. Women they did not consider attractive were often denied a second interview without any regard to their qualifications or experience. A male Regional Manager evaluated female applicants in a management meeting with demeaning physical descriptions like “great legs,” “nice tits,” and “great ass.” District Manager Maria Eason was instructed not to hire women with children. Another of the plaintiffs was propositioned by a Sub-regional Manager when she interviewed for a job.

20. The sex stereotyping that marked the hiring process continued when women were hired into Combined. Male managers demeaned and humiliated women by painting them as stupid or incompetent. Women were frequently the target of public screaming and yelling over minor or non-existent problems. One male Territorial Director declared that women were good for only a few things—keeping his shirts ironed, supper on the table and sex. A male Regional Manager held a conference call for the managers working under him, during which he instructed them, “If any of you guys ever hire another woman, I will fire you. Do you guys understand? I mean no women, they are so goddamn dumb.”

21. Rampant sex stereotyping in an environment of subjective decision making had a predictable effect: women received shoddy training, inferior commission opportunities, lower pay and fewer promotional opportunities. As a result, women made less money than similarly situated men. Plaintiff Patricia Schams was practically ignored by her manager while he was assigned to provide her with field training. During the same time, he was providing assistance, advice and support for the male sales agents he was training. He also skimmed profitable

business from Schams while he was supposed to be training her. Another male manager credited a male sales agent with renewal business plaintiff Bonnie Shaffer had already renewed.

22. Male managers also manipulated the rules to ensure women were paid less than men. From the time she moved from commission to salary, plaintiff Terri Boebel was paid less than her male colleagues. Her Divisional Manager even forced her to account for her commissions in a unique way that resulted in a loss to her bottom line. He also refused to assign Boebel additional territory despite her success in her existing territory and the longstanding policy of rewarding successful district managers with additional territories. Combined twice assigned her poorly performing counties staffed by male managers at the end of a cycle, essentially moving their losses to her bottom line. Boebel was ultimately demoted and replaced by a male employee who was less qualified and the subject of several sexual harassment complaints.

23. Plaintiff Vicky Miller had a similar experience. She and a male employee were the co-directors of management development and each were given 6 months to achieve certain goals. At the end of the 6 months, Miller met the goals while her male colleague did not. Her Divisional Manager nonetheless made her male colleague the sole director of management development and demoted her without even an interview. He later explained that since she had children, he assumed she could not travel.

24. Plaintiff Bonnie Shaffer was forced to meet unwritten insurance-writing requirements that her male colleagues were not. When she did not meet these additional, arbitrary requirements, she was demoted.

25. Plaintiff Martha Mausshardt was pushed to perform extra duties for less compensation when her Regional Manager forbid her to use one of her subordinates to perform

ministerial duties related to training and hiring, instead insisting she do it all herself. Later, Combined stripped her of several valuable areas in her territory, depriving her of thousands of dollars in revenue. She ultimately suffered a heart attack and while she was recovering, she was replaced. He proceeded to give her successor (a male) much of the territory he had taken from her.

26. Plaintiff Maria Eason climbed to the position of Sub-regional manager only to have her Atlanta territory stripped away and replaced with less valuable eastern Georgia cities. This random reassignment cost her at least \$250,000 in premium base.

D. Discrimination in Promotions

27. Combined had a pattern or practice of discriminating against women in making promotion decisions. Traci Radmanovich was one of the few women to enter management. In approximately August 1997, Radmanovich, a District Director, was assigned to a historically under producing district. During her first six months, she improved her territory dramatically and became eligible for an \$8,000 bonus. Her Divisional Manager refused to give her the bonus. Radmanovich fought for and eventually received the bonus, a pattern she was forced to repeat every time she was denied equal treatment.

28. Radmanovich endured a shocking amount of harassment, even as a manager. She had to sit through meetings with pornographic movies playing. Her Regional Manager and Divisional Manager continually commented on her body or sex life. Other managers made lewd remarks or propositioned her at conferences and meetings. While pornography played during one meeting, her Regional Manager looked over at her and said, "Now, Princess, I don't have to get a set of ear plugs for you so you can work as a TD [Territorial Director] with us, do I?"

29. Notwithstanding the harassment and discrimination, Radmanovich had a banner year in 1998. She ranked 3rd in the nation in accident insurance increases and 7th in overall insurance increases. She received a bonus (after fighting for it) and was asked to speak at the national Territorial Directors meeting. That same year, a Sub-regional Manager position opened in Iowa, where Radmanovich had previously worked. Combined gave that job to a male who ranked 14th in accident insurance and 18th in overall insurance increases. Six months later, a Sub-regional position opened in Illinois. That position was given to a male who ranked 9th in accident insurance and 13th in overall insurance increases. Radmanovich was ultimately demoted to sales agent.

30. Brenda Palmer also rose to Territorial Director at Combined and, like Radmanovich, continued to experience harassment and discrimination. Palmer was promoted in mid-1999 but received no training or assistance from her Sub-regional or Regional Managers. Her male peers were receiving support in recruiting and other areas crucial to their success. Combined did not even list Palmer as a Territorial Director until March 2000.

31. Palmer was treated differently—and worse—than the male Territorial Directors in other ways. She was required to attend almost every hiring and training seminar while males were permitted to skip many of these seminars so they could concentrate on selling. After requiring her to attend these seminars, Combined criticized her for lowered sales, cut her salary by \$20,000 and cut her commission. She was publicly berated for seeking excusal from two meetings while her male colleagues regularly skipped “required” meetings. Meanwhile, she was forced to endure endless sexual harassment from her male colleagues and superiors.

32. Palmer's experience is strikingly similar to Radmanovich's in another way. Like Radmanovich, Palmer was refused a promotion to a Sub-regional Manager in favor of a less

qualified male. Males with her experience are now Regional or even Divisional Managers. Palmer continues to languish at the Territorial Director position.

33. Maria Eason rose to the position of Sub-regional manager before being halted. Within the same month, Combined stripped her of her profitable territory and denied her a promotion without even an interview. Eason was subsequently denied a second promotion, which was handed to a male District manager with much less experience.

34. District Manager Terri Boebel was demoted for no apparent reason and when another District Manager position opened in 2000, a far less qualified male was hired. Vicky Miller had a similar experience. She was demoted from a Sub-regional Manager position, and then demoted again to District Manager. In the meantime, less qualified men were elevated to Sub-regional Manager and Regional Manager positions.

E. Sexual Harassment and Hostile Work Environment

35. Tucked several pages into Combined's employee manual is its brief sexual harassment policy, which provides that it is the company's policy to prohibit harassment on the basis of sex. Employees who "feel" sexually harassed are advised to go to their Regional Manager or Human Resources.

36. The sexual harassment policy is notable for what it does *not* contain. The most recent policy available to plaintiffs does not guarantee confidentiality or an impartial investigation and provides for no formal appeal process. It lacks not only a "No Tolerance" provision, but is devoid of any mention of the appropriate sanction for sexual harassment.

37. In practice, Combined's policy was and is a sham. Combined had constructive and actual knowledge that its male employees were harassing its female employees. It was occurring at nearly every meeting and Ardmore right in front of high-ranking managers. In many

cases, the managers themselves participated or encouraged the harassment. Little, if anything, was ever done about it.

38. Combined had the same abysmal response when women complained. The company either ignored the complaints or, when that didn't work, punished the complainers. In a few isolated cases, when the conduct was particularly egregious, a manager would be relocated (but not demoted).

39. Combined teaches its sales agents how to sell insurance through extensive classroom and field training in the Combined method of selling insurance. All new sales agents begin their employment by attending a three week training session at a regional training facility and this is often where the harassment and discrimination begins. The sales school trainers harassed female sales agents to the point of pressuring them to play sex games. One sales trainer grabbed at a plaintiff's breasts and underwear when she attended. During a 2000 game of strip poker, the trainers warned the female trainees that if they complained, the trainers would accuse the complainers of making sexual advances toward them.

40. Classroom training is augmented by seven weeks of field training and followed by periodic training seminars. Male managers used these opportunities to prey on female sales agents. For example, a District Manager terrorized one of the plaintiffs under the guise of field training. He once arrived drunk at her Illinois home, pinned her to the refrigerator, grabbed her breasts and her buttocks and tried to kiss her. When she complained to his boss, her manager threatened that she better "watch herself" and continued to harass her.

41. Harassment also occurred at training seminars. During a 1999 seminar, a Regional Manager asked one of the plaintiffs, "Why don't you go in and put your head on [her

Divisional Manager] and he'll give you anything you want.” This Regional Manager also commented that “you women could hardly contain yourself around [their Divisional Manager].”

42. Combined did not maintain offices. Instead, sales agents and Customer Sales Managers (“CSMs”) sold insurance by meeting with clients at their homes or in restaurants or other public places. Similarly, Combined managers met with sales agents and CSMs in restaurants or hotels. During this type of required interaction, male managers harassed women who worked under their supervision. For example, a manager harangued one plaintiff about her sex life with her boyfriend, discussed her sex life during sales meetings and constantly made sex jokes in her presence. When female manager Terri Boebel suffered a heart attack, he told this plaintiff it was because she (Boebel) was not getting enough sex. A Divisional Manager asked another plaintiff to have sex with him.

43. As horrible as it was for female employees to endure their supervisors' advances and harassment in the field, it was much worse at Ardmore and other company-sponsored conferences. Agents and managers were required to attend various Ardmore and conferences, which were held in hotels and characterized by drug use and excessive drinking. Sexist and demeaning behavior and comments were commonplace. Male managers and agents openly glared at attractive female agents or commented on their appearance. The theme of one District Manager's Congress was professional football and featured a scantily dressed all-women cheerleading team. One Territorial Director pulled down a female's skirt and kissed her during that conference.

44. Male managers and sales agents bragged about their sexual exploits, made sex jokes, laughed about women's bodies and sex lives and made crude sexual gestures. During one Ardmore, a Divisional Manager told Brenda Palmer's husband that she had the “best tits” in the

company. During another, a Sub-regional Manager bragged, "when I masturbate, I can save it and frost a cake because there is so much." At a Grand Diamond Ceremony, a District Manager pulled his penis out of his pants. A Regional Manager suggested to Vicky Miller that she might need to satisfy his sexual yearnings if he didn't rush home to his wife.

45. Combined management did not stop at verbal taunting and abuse. During a late 1998 Ardmores in Illinois, the Regional Manager required the new female agents under his supervision to sit on his lap. He once pulled one of the plaintiffs onto his lap and told her to "ask Uncle Roger what you want, baby. You can have anything you want." He advised a plaintiff that the only reason her husband had a job at Combined was because he (the Regional Manager) liked her. During a Wisconsin Ardmores, a District Manager constantly put his arms around one of the plaintiffs and rubbed her shoulders. At a later Ardmores, this District Manager asked a her boyfriend for permission to "fuck" her. It was while attending a Grand Diamond ceremony that four male Combined employees, including two District Managers, raped one of the plaintiffs as she lay unconscious in her hotel room. Her Regional Manager later told her that if she pressed charges, the men would portray her as a whore who consented to have sex with them.

F. Combined's Tolerance of the Discrimination and Harassment

46. As described in paragraphs 18 and 35-37, Combined had feeble sexual discrimination and sexual harassment policies that lacked the procedures needed to ensure confidentiality, protection and efficacy. In practice, the policies did not even live up to their meager promises. When then-Territorial Director Traci Radmanovich discovered that a sales school trainer was harassing female sales agents, she reported it to upper management. Nothing was done. When Radmanovich fired a male sales agent under her supervision for harassing female employees, Combined hired him back. During an Ardmores, a female sales agent was

traumatized when a District Manager forced her to watch him have sex “doggy-style” with another female. The matter was raised with her Divisional Manager, who responded, “We can't tell 'em what to do after hours, just pretend you don't know—forget about it. Shit happens all the time and you're not going to change it.” Another manager's response mirrored this sentiment: “You aren't going to change this type of behavior on the road in the company because if we did, there would not be too many people left in the company, especially since it's mostly management doing this.”

47. Women who pushed the matter were threatened, pushed out or punished. When Bonnie Shaffer took her complaints about her District Manager to her Regional Manager, she was demoted from sales manager to sales agent. When Traci Radmanovich brought the complaints of the female agents under her supervision to management and added her own harassment and promotion complaints, her Divisional Manager demoted her from Territorial Director to sales agent. Brenda Palmer was warned that, due to her filing a charge of discrimination against the company, Combined was looking for a way to terminate her. After Patricia Schams complained that she was harassed, she was taunted and subjected to further harassment. When Elke Budreau filed her charge of discrimination, her Regional Manager threatened that if she did not withdraw it, her fiancee's and her career would be threatened. She and her fiancee were harassed and scrutinized until they resigned.

48. Combined could easily have remedied the problems plaguing its female employees. It self-consciously used its frequent Ardmores and other conferences to propagate its company culture and could easily have seized on these opportunities to make it clear that it would not tolerate harassment. In a top-down management structure like Combined's, a simple commitment from upper management would have made the policy meaningful. Instead,

Combined's refusal to interfere with the rampant harassment made it clear that the policy was illusory and, in fact, the company condoned the conduct of its male employees. It left female employees with two options: put up with the harassment or quit.

49. Just as Combined knew or should have known that its female employees were being harassed, it knew or should have known that women were not receiving equal treatment with respect to hiring, pay, promotions, and other terms and conditions of employment. The harassment alone should have alerted the company that women were not treated as equals. The gross under representation of women in management was another obvious sign of unequal treatment. As with the harassment, Combined did nothing and hoped no one would notice.

G. The Damage Caused by Combined

50. The environment created and tolerated by Combined has caused injury to the named plaintiffs and the plaintiff class. These injuries include severe humiliation, mental anguish, and other forms of emotional distress, leading them in many cases to seek psychotherapeutic treatment and in some cases resulting in emotional breakdowns. Many were prescribed medication for depression or anxiety.

51. The continuing abuse and discrimination plaintiffs have suffered has impeded their ability to do their job, deprived them of promotional opportunities, training, equal pay and resulted in discriminatory discipline, demotion, transfer and other adverse employment actions.

52. Some of the plaintiffs have suffered physical injury as the result of the abusive conditions in which they have been forced to work and the abusive behavior of their male colleagues and supervisors. One plaintiff even suffered a heart attack.

53. The abusive working conditions at Combined were sometimes so severe that plaintiffs were forced to resign their positions, resulting in lost pay and benefits.

CLASS ALLEGATIONS

54. Pursuant to Fed.R.Civ.P. 23(a) and (b)(2), Plaintiffs bring this action on behalf of a Plaintiff class against Combined. The Plaintiff class consists of all women who work or have worked in the sales force or management of Combined at any time since April 30, 1999. The plaintiff class, which numbers in the hundreds, is so numerous that joinder of all members is impracticable.

55. There are questions of fact and law common to the Plaintiff class. The predominant common questions include (A) whether Combined has permitted a sexually hostile atmosphere to exist; (B) whether Combined has maintained a pattern or practice of failing to respond appropriately to complaints of sexual harassment by its female employees; (C) whether Combined has maintained a pattern or practice of economic discrimination against women; (D) whether Combined's failure to remedy the discrimination warrants punitive damages; and (E) the appropriate injunctive and monetary relief.

56. Plaintiffs' claims are typical of the claims of the class members. Each is based on the same legal and factual theories. Moreover, each of the plaintiffs filed a timely charge with the Illinois Department of Human Rights or the Equal Employment Opportunity Commission alleging the classwide discrimination each complains of, and this suit is commenced within 90 days of receipt by each plaintiff of a right to sue letter from the Commission.

57. Plaintiffs will fairly and adequately represent the interests of the class.

58. Certification of the Plaintiff class pursuant to Fed.R.Civ.P. 23(b)(2) is appropriate in that Combined has applied a common practice to the entire class, and thus declaratory and final injunctive relief against such practices are appropriate.

59. Certification is also appropriate pursuant to Fed.R.Civ.P. 23(b)(3) in that common questions predominate over any questions affecting only individual class members. Further, a class action in this instance is superior to other available methods for the fair and effective adjudication of this controversy.

COUNT I
CLASSWIDE CLAIM OF SEX DISCRIMINATION AGAINST COMBINED
UNDER TITLE VII, 42 U.S.C. § 2000e

60. Count I incorporates by reference the above allegations.

61. Plaintiffs bring this count individually and as a class action pursuant to Fed. R. Civ. P. 23(a), (b)(2) and (b)(3) on behalf of a class consisting of all women employed by Combined.

62. Combined has willfully violated and continues willfully to violate 42 U.S.C. § 2000e *et seq.* through the discriminatory practices complained of above, to the detriment of the individual plaintiffs and the plaintiff class. These practices are part of a pattern or practice of racial discrimination and constitute a continuing violation. Named plaintiffs Traci Radmanovich, Martha Mausshardt, Brenda Palmer, Vicky Miller, Maria Eason, Elke Budreau, Bonnie Shaffer, Patricia Schams Terry Boebel, and Cathy Aloppo have filed timely class-wide charges with the Equal Employment Opportunity Commission, received right to sue letters from that agency and filed this suit no more than 90 days after receipt of the right to sue letters.

63. As a result of the sex discrimination, plaintiffs suffered financial, emotional, and other injuries, resulting in many cases in constructive discharge. The willful nature of the violations, committed with malice or reckless indifference to the federally protected rights of plaintiffs, warrant punitive damages against Combined pursuant to 42 U.S.C. § 1981a(b)(1).

WHEREFORE, plaintiffs and the class respectfully request the following relief:

- a. a finding that this claim should proceed as a class claim on behalf of the class described above, and authorizing appropriate notice to the class;
- b. an order finding and declaring that Combined discriminated against plaintiffs and the plaintiff class in violation of 42 U.S.C. § 2000e-2(a)(1) and (2);
- c. an order enjoining Combined from its pattern or practice of discrimination, including an order of reinstatement or other relief for women who left Combined because of the harassment;
- d. a comprehensive injunction against continuing violations, including specific procedures to assure effective internal complaint procedures and responses and placing plaintiffs and the plaintiff class in their rightful places in the company;
- e. damages in an amount to be determined by jury, including pre- and post-judgment interest, and punitive damages;
- f. costs and attorneys fees, including expert witness fees; and
- g. such other relief as is just and proper.

COUNT II
CLAIM OF TRACI RADMANOVICH
UNDER TITLE VII, 42 U.S.C. §§ 2000e-2(a) AND 2000e-3(a)

63. Count II incorporates by reference the above allegations.
64. As alleged above, Combined retaliated against plaintiff in violation of Title VII, 42 U.S.C. § 2000e-3(a).
65. As a result of Combined's actions plaintiff suffered financial, emotional, and other injuries.

66. The willful nature of these violations, committed with malice or reckless indifference to plaintiff's federally protected rights, warrants punitive damages against Combined pursuant to 42 U.S.C. § 1981a(b)(1).

WHEREFORE, plaintiff requests the following relief:

- a. damages in an amount to be determined by jury, including pre- and post-judgment interest, and punitive damages;
- b. costs and attorneys fees, including expert witness fees; and
- c. such other relief as is just and proper.

COUNT III
CLAIM OF BONNIE SHAFFER
UNDER TITLE VII, 42 U.S.C. §§ 2000e-2(a) AND 2000e-3(a)

67. Count III incorporates by reference the above allegations.

64. As alleged above, Combined retaliated against plaintiff in violation of Title VII, 42 U.S.C. § 2000e-3(a).

65. As a result of Combined's actions plaintiff suffered financial, emotional, and other injuries.

66. The willful nature of these violations, committed with malice or reckless indifference to plaintiff's federally protected rights, warrants punitive damages against Combined pursuant to 42 U.S.C. § 1981a(b)(1).

WHEREFORE, plaintiff requests the following relief:

- a. damages in an amount to be determined by jury, including pre- and post-judgment interest, and punitive damages;
- b. costs and attorneys fees, including expert witness fees; and
- c. such other relief as is just and proper.

COUNT IV
CLAIM OF BRENDA PALMER
UNDER TITLE VII, 42 U.S.C. §§ 2000e-2(a) AND 2000e-3(a)

71. Count IV incorporates by reference the above allegations.

64. As alleged above, Combined retaliated against plaintiff in violation of Title VII, 42 U.S.C. § 2000e-3(a).

65. As a result of Combined's actions plaintiff suffered financial, emotional, and other injuries.

66. The willful nature of these violations, committed with malice or reckless indifference to plaintiff's federally protected rights, warrants punitive damages against Combined pursuant to 42 U.S.C. § 1981a(b)(1).

WHEREFORE, plaintiff requests the following relief:

- a. damages in an amount to be determined by jury, including pre- and post-judgment interest, and punitive damages;
- b. costs and attorneys fees, including expert witness fees; and
- c. such other relief as is just and proper.

COUNT V
CLAIM OF ELKE BUDREAU
UNDER TITLE VII, 42 U.S.C. §§ 2000e-2(a) AND 2000e-3(a)

75. Count V incorporates by reference the above allegations.

64. As alleged above, Combined retaliated against plaintiff in violation of Title VII, 42 U.S.C. § 2000e-3(a).

65. As a result of Combined's actions plaintiff suffered financial, emotional, and other injuries.

66. The willful nature of these violations, committed with malice or reckless indifference to plaintiff's federally protected rights, warrants punitive damages against Combined pursuant to 42 U.S.C. § 1981a(b)(1).

WHEREFORE, plaintiff requests the following relief:

- a. damages in an amount to be determined by jury, including pre- and post-judgment interest, and punitive damages;
- b. costs and attorneys fees, including expert witness fees; and
- c. such other relief as is just and proper.

COUNT VI
CLAIM OF PATRICIA SCHAMS
UNDER TITLE VII, 42 U.S.C. §§ 2000e-2(a) AND 2000e-3(a)

79. Count VI incorporates by reference the above allegations.

64. As alleged above, Combined retaliated against plaintiff in violation of Title VII, 42 U.S.C. § 2000e-3(a).

65. As a result of Combined's actions plaintiff suffered financial, emotional, and other injuries.

66. The willful nature of these violations, committed with malice or reckless indifference to plaintiff's federally protected rights, warrants punitive damages against Combined pursuant to 42 U.S.C. § 1981a(b)(1).

WHEREFORE, plaintiff requests the following relief:

- a. damages in an amount to be determined by jury, including pre- and post-judgment interest, and punitive damages;

- b. costs and attorneys fees, including expert witness fees; and
- c. such other relief as is just and proper.

A TRIAL BY JURY IS DEMANDED FOR ALL COUNTS.

Respectfully submitted,



One of the attorneys for plaintiffs

Thomas R. Meites
Joan H. Burger
Josie Raimond
Meites, Mulder, Burger & Mollica
208 South LaSalle Street, Suite 1410
Chicago, Illinois 60604
312/263-0272

Patricia C. Benassi
Benassi & Benassi, P.C.
300 N.E. Perry Avenue
Peoria, IL 61603
309/674-3556

Cof #2

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS**

Civil Cover Sheet

FILED-ED4
01 DEC 13 AM 9:44
U.S. DISTRICT COURT

This automated JS-44 conforms generally to the manual JS-44 approved by the Judicial Conference of the United States in September 1974. The data is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. The information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is authorized for use only in the Northern District of Illinois.

Plaintiff(s): Radmanovich et al.

Defendant(s): Combined Insurance Company of America

County of Residence:

County of Residence: Cook

Plaintiff's Atty: Thomas R. Meites
Meites, Mulder, Burger &
Mollica
208 S. LaSalle St., #1410
(312) 263-0272

Defendant's Atty:

01C 9502

**JUDGE BUCKLO
MAGISTRATE JUDGE KEYS**

II. Basis of Jurisdiction: **3. Federal Question (U.S. not a party)**

III. Citizenship of Principle Parties (Diversity Cases Only)

Plaintiff: - N/A
Defendant: - N/A

DOCKETED

DEC 13 2001

IV. Origin : **1. Original Proceeding**

V. Nature of Suit: **442 Employment**

VI. Cause of Action: **Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e et al.**

VII. Requested in Complaint

Class Action: Yes
Dollar Demand:
Jury Demand: Yes

VIII. This case IS NOT a refiling of a previously dismissed case.

Signature: *Thomas R. Meites*

Date: December 13, 2001

If any of this information is incorrect, please go back to the Civil Cover Sheet Input form using the *Back* button in your browser and change it. Once correct, print this form, sign and date it and submit it with your new civil action. **Note: You may need to adjust the font size**

1-2
12/12/01

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS**

Eastern Division

FILED-ED4

01 DEC 13 AM 9:44

CLERK
U.S. DISTRICT COURT

In the Matter of

Radmanovich et al.

v.

Combined Insurance Company of America

Case Number:

01C 9502


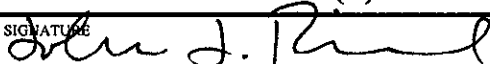
APPEARANCES ARE HEREBY FILED BY THE UNDERSIGNED AS ATTORNEY(S) FOR:

JUDGE BUCKLO

Plaintiffs

DOCKETED

DEC 13 2001

(A)		(B)	
SIGNATURE 		SIGNATURE 	
NAME Thomas R. Meites		NAME Johanna J. Raimond	
FIRM Meites, Mulder, Burger & Mollica		FIRM same as (A)	
STREET ADDRESS 208 S. LaSalle St., #1410		STREET ADDRESS	
CITY/STATE/ZIP Chicago, IL 60604		CITY/STATE/ZIP	
TELEPHONE NUMBER (312) 263-0272		TELEPHONE NUMBER	
IDENTIFICATION NUMBER (SEE ITEM 4 ON REVERSE) 01880241		IDENTIFICATION NUMBER (SEE ITEM 4 ON REVERSE) 6230092	
MEMBER OF TRIAL BAR? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		MEMBER OF TRIAL BAR? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
TRIAL ATTORNEY? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		TRIAL ATTORNEY? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
		DESIGNATED AS LOCAL COUNSEL? YES <input type="checkbox"/> NO <input type="checkbox"/>	
(C)		(D)	
SIGNATURE		SIGNATURE	
NAME		NAME	
FIRM		FIRM	
STREET ADDRESS		STREET ADDRESS	
CITY/STATE/ZIP		CITY/STATE/ZIP	
TELEPHONE NUMBER		TELEPHONE NUMBER	
IDENTIFICATION NUMBER (SEE ITEM 4 ON REVERSE)		IDENTIFICATION NUMBER (SEE ITEM 4 ON REVERSE)	
MEMBER OF TRIAL BAR? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		MEMBER OF TRIAL BAR? YES <input type="checkbox"/> NO <input type="checkbox"/>	
TRIAL ATTORNEY? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		TRIAL ATTORNEY? YES <input type="checkbox"/> NO <input type="checkbox"/>	
DESIGNATED AS LOCAL COUNSEL? YES <input type="checkbox"/> NO <input type="checkbox"/>		DESIGNATED AS LOCAL COUNSEL? YES <input type="checkbox"/> NO <input type="checkbox"/>	

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