

- **EEOC v. Global Imaging Systems, Inc., dba Quality Business Systems**

No. CV05-01642 RSM (W.D. Wash. March 31, 2006)

The Seattle District Office filed this Title VII case alleging that Global Imaging Systems (GBS), a national provider of digital office imaging equipment, and Quality Business Systems (QBS), GBS's Washington State subsidiary, subjected charging party, a female sales representative at QBS's Woodinville, Washington facility, to sexual harassment and retaliated against her for complaining about the harassment.

Defendant QBS hired CP and a man as sales representatives in August and December 2003, respectively. Between early December 2003 and January 30, 2004, when CP resigned, the new male sales representative subjected her to unwelcome physical contact and sexual comments. CP complained more than once to her immediate supervisor, who had witnessed some of the incidents, and told him she was not comfortable continuing to work with the male sales representative. In response to CP's first complaint, her boss characterized the sales representative as "young and stupid" but took no corrective action. In response to an incident he witnessed shortly thereafter (on December 29), CP's boss told the male sales representative that his behavior was "inappropriate" and ordered him to apologize to CP. However, CP's boss failed to report incidents he witnessed to HR, as required under defendant's sexual harassment policy. CP and a male colleague reported the harassment to upper level management. After a meeting between CP and QBS's HR Director on January 8, 2004, QBS issued a written warning to the male sales representative and reassigned him to another facility (he was permitted to continue working in the Woodinville facility for 3 weeks). After the meeting with the HR Director, CP's boss took two major sales accounts away from her, began unfairly criticizing her work performance, and cautioned her not to say anything else about the harassment because she was ruining the male sales representative's reputation. Another sales manager accused her of having invited the harassment with flirtatious behavior. CP quit to take a position with a competitor. She was forced to leave that position within a month because several QBS employees made disparaging statements about her to her new employer and QBS threatened to sue her for breaching a noncompetition covenant even though she had complied with the plain language of the covenant.

The San Francisco District Office and defendants entered into a 2-year amended consent decree providing CP with \$125,000 in monetary relief. The decree's injunctive and affirmative relief provisions apply to QBS's three facilities in Washington. QBS is prohibited from discriminating against applicants and employees based on sex and from engaging in retaliation. It will provide all managers, supervisors, and employees with 2 hours of live EEO training regarding sexual harassment and retaliation within 120 days of entry of the decree and with an additional 2 hours of EEO training annually thereafter. Defendant also will post a notice at each facility for the duration of the decree referencing the lawsuit and stating the company's nondiscrimination obligations under Title VII, the ADEA, the EPA, and the ADEA.