



We love to create remarkable experiences... every person, every time.®

January 11, 2023

Via EEOC Portal Upload

Diego Rosales
Investigator
Equal Employment Opportunity Commission
255 East Temple St., 4th Floor
Los Angeles, CA 90012

**RE: Geary Johnson v. Roth Staffing Companies, L.P.
EEOC Case No. 480-2022-05516**

Dear Mr. Rosales:

This constitutes the Position Statement of Respondent Roth Staffing Companies, L.P. dba Adams & Martin Group (“AMG” or the “Company”) to the above-referenced Charge of Discrimination filed by Geary Johnson (“Complainant”) with the U.S. Equal Employment Opportunity Commission (“EEOC”).

As the facts set forth below establish, Complainant’s allegations of age discrimination, sexual harassment, and retaliation are completely without merit. AMG is a staffing firm which places individuals in temporary and regular positions with contracting companies. As explained below, Complainant was not terminated from AMG. Rather, Complainant’s assignment with a client, named Williams Lea, ended after Williams Lea determined that Complainant had inappropriate communications with a temporary employee from another staffing firm named Cortez Matthews. Mr. Matthews was employed by Robert Half International (“RHI”) and had raised concerns about Complainant with his own employer (RHI). Williams Lea informed AMG that it had conducted an investigation and had decided to end Complainant’s temporary assignment. AMG did not terminate Complainant and he remains eligible for other assignments. Therefore, AMG respectfully submits that Complainant’s Charge of Discrimination should be administratively dismissed.

I. Nature of the Company’s Operations.

Based in Orange, California, AMG provides temporary staffing and placement services to companies nationwide. AMG specializes in legal positions, including occasionally some administrative positions at law firms or other in-house legal departments. AMG has approximately fourteen branches nationwide.

AMG is a business line of Roth Staffing Companies, L.P. (“Roth Staffing”), which has other business lines with different specialties, such as accounting and finance, administrative and clerical, and information technology. Roth Staffing employs approximately 5,000 workers, comprised of both full-



We love to create remarkable experiences... every person, every time.®

time employees and temporary employees (“Ambassadors”). AMG assigns its Ambassadors to a variety of short-term (typically one week to six months) positions with client companies and on-site accounts, places Ambassadors at temporary-to-hire assignments, and places candidates in regular positions with clients.

II. The Company Strictly Prohibits Discrimination or Harassment Based on Age or Sex and Strictly Prohibits Retaliation.

AMG maintains a zero-tolerance policy prohibiting all forms of discrimination and harassment. AMG’s Equal Employment Opportunity Policy provides that no person shall be discriminated against or harassed on the basis of sex, or any other protected characteristic, and that equal employment opportunity extends to all persons and all aspects of the employment relationship:

“The Company is an equal opportunity employer and makes employment decisions on the basis of merit. Recruiting, hiring, training, and job assignments are made without regard to race, color, national origin, age, ancestry, religion, sex, sexual orientation, gender identity, gender expression, marital status, disability, medical condition, pregnancy, military or veteran status, or any other protected classification.”

AMG’s Equal Employment Opportunity Policy also provides that any employee who feels subject to discrimination should immediately report it to their AMG Branch Manager, Regional Vice President, or the Human Resources department at the Company’s headquarters. Finally, the policy specifically prohibits retaliation against any employee for reporting or opposing any form of unlawful discrimination or harassment.

AMG also maintains a zero-tolerance policy prohibiting all forms of harassment, which includes its complaint procedure and prohibition against retaliation:

“The Company is committed to providing a work environment that is free of unlawful discrimination and/or harassment. In keeping with this commitment, the Company maintains a strict policy prohibiting unlawful harassment in the workplace, including sexual harassment, by any employee and by any third parties such as customers, clients, vendors or visitors against any employee, applicant, unpaid intern or volunteer...

Sexual Harassment

Unwelcome sexual advances, requests for sexual favors, and other verbal, physical or visual conduct of a sexual nature constitute unlawful sexual harassment if (i) submission to such conduct is made an explicit or implicit term or condition of employment; (ii) submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual; or (iii) such conduct has the purpose or effect of either (a) unreasonably interfering with an individual’s job performance or (b) creating an intimidating, hostile, or offensive working environment.



We love to create remarkable experiences... every person, every time.®

Examples of such conduct which may violate this Policy, include, but are not limited to, offensive or unwelcome sexual flirtations; advances or propositions; threats and demands to submit to sexual requests; verbal abuse of a sexual nature; graphic verbal commentaries about an individual's body; sexually degrading words used to describe an individual; sexually oriented jokes, emails, or written materials; accessing sexually explicit, pornographic and/or socially offensive websites, chat rooms or other material on the Internet or other computer systems; and the unwelcome physical touching of others.

Complaint Procedure

Do not assume that the Company is aware that there may be a problem. If you believe you are the victim of sexual harassment, or believe you have witnessed harassment, please immediately bring your concerns to your Manager, Branch Manager, Regional Vice President, or the Human Resources department at the Company's headquarters.

Every reported complaint of violation(s) of this Policy will be fairly, timely, and thoroughly investigated by an impartial qualified person(s). The Company will document and track the complaint's progress. All parties will be accorded appropriate due process and conclusions will be based on the evidence collected. Complaints and investigations will be kept confidential to the extent possible. If the Company determines that this policy has been violated or other inappropriate conduct has occurred, the Company will take appropriate remedial action. No employee will suffer any retaliation because he or he has brought such concerns to the attention of the Company.

The Company will not tolerate sexual harassment or any other form of prohibited harassment in the workplace by any employee or Ambassador and will impose disciplinary action up to and including immediate dismissal for a violation of this policy. Such conduct also may result in personal legal and financial liability. If you have any questions about what constitutes harassing behavior, please bring such questions to the attention of your Manager or another Company manager."

A copy of AMG's Equal Employment Opportunity Policy and Policy Against Harassment, as contained in its Ambassador Handbook, which Complainant received and signed, is attached as **Exhibit A**.

III. Complainant's Age and Sex Discrimination, Harassment, and Retaliation Claims Are Entirely Without Merit; Complainant Was Not Terminated by AMG.

Complainant was originally hired by AMG on or about April 23, 2018 and placed at a law firm in a clerk position. The original temporary assignment ended on or about August 31, 2018. Almost four years later, on or about February 17, 2022, AMG rehired Complainant and placed him on assignment with Williams Lea to work at Activision. Williams Lea is a "master service provider" or "MSP" for



We love to create remarkable experiences... every person, every time.®

Activision and is responsible for managing other staffing firms who provide temporary employees to work at Activision. Complainant was hired as a Hospitality Associate to assist with set-up of conference rooms, clean up, maintenance of order and cleanliness in break rooms and catering areas, and inventory of catering supplies at \$18 per hour. Complainant's assignment was as a temporary replacement to cover for a full-time employee who was on a leave of absence. With respect to retaining labor services from AMG, AMG's clients (including Williams Lea) retain sole discretion to determine their staffing needs and decide whether, when, and how to utilize temporary labor in their business operations.

Complainant's claims of age discrimination, sexual harassment, and retaliation are based solely on the following allegations: (1) on or about June 6, 2022, two younger individuals were hired to work with him; (2) on June 8, 2022, another temporary worker, Cortez Matthews, asked Complainant about his sexual preference; (3) Complainant filed a complaint about Mr. Matthews on June 20, 2022, which was investigated and he was told corrective action was taken; (4) Complainant's assignment was ended on July 12, 2022. The other two younger workers were not discharged. As will be shown below, Complainant's allegations are misleading and, even if taken as completely true, are insufficient to support his claims.

As stated above, Complainant was rehired by AMG and placed on temporary assignment with Williams Lea on or about February 17, 2022.

- On or about Friday, June 17, 2022, Complainant emailed his AMG representative, Brooke Tyrrell, with some concerns about his assignment, which solely involved not being reimbursed for mileage and not being provided a company cell phone or reimbursed for his personal cell phone usage. The email did NOT mention or reference any purported sexual harassment or age discrimination. Complainant's assignment entailed going to two Activision offices located across the street from each other to handle catering supplies and other duties.
- On or about Saturday, June 18, 2022, Complainant emailed Ms. Tyrrell, again centered around his complaints about not being provided a cell phone or being reimbursed for use of his car. Complainant mentioned Chris Jenkins, his supervisor at Williams Lea, "purportedly express[ed] a displeasure with applicants being sent to him that were old." This email did NOT mention or reference any purported sexual harassment. A copy of Complainant's June 17 and June 18, 2022, emails are attached hereto as **Exhibit B.**
- On or about June 20, 2022, Complainant emailed Ms. Tyrrell with a copy of a wage claim he filed with the California Division of Labor Standards Enforcement seeking reimbursement for use of his car and cell phone. Complainant also demanded reimbursement for his car payment and maintenance in addition to mileage reimbursement. Complainant, for the first time, alleges in this communication that Cortez Matthews, a temporary employee employed by RHI, inquired about



We love to create remarkable experiences... every person, every time.®

Complainant's sexual orientation. A copy of Complainant's June 20, 2022, email is attached as **Exhibit C**.

Ms. Tyrrell immediately responded to Complainant's various emails assuring him he was looking into the expense reimbursement issues. After receipt of Complainant's June 17, 2022, email, Ms. Tyrrell contacted Chris Jenkins, the Williams Lea supervisor, who assured him Williams Lea was willing to reimburse for expenses and that he would make sure Complainant did not have to use his own cell phone or any other personal resources for work without reimbursement. In response to the June 20, 2022, complaint raised for the first time about Mr. Cortez, Ms. Tyrrell took **immediate action** and notified Williams Lea as Mr. Cortez was not an AMG employee. ***Did not notify RHI***

On or about June 24, 2022, Complainant confirmed he had spoken with Mr. Jenkins and that Williams Lea would take **appropriate action** concerning Mr. Cortez.

On or about July 13, 2022, Chris Jenkins, the Williams Lea supervisor, informed Ms. Tyrrell that Williams Lea had ended Complainant's assignment as it had determined Complainant had engaged in inappropriate communications with Mr. Cortez. On AMG's information and belief, it appears Mr. Cortez also complained about inappropriate conduct by Complainant contemporaneously. AMG was not aware of Mr. Cortez's complaint or any details until after Williams Lea ended Complainant's assignment. Subsequent to the ending of Complainant's assignment, AMG received a copy of Mr. Cortez's written statement and complaint concerning Complainant. Mr. Cortez's written complaint is attached as **Exhibit D**.

Contrary to Complainant's misleading allegation that he was "discharged," Ms. Tyrrell informed Complainant that although his temporary assignment had ended at Williams Lea, he was not terminated from AMG and continued to be eligible for other assignments through AMG. Indeed, AMG has contacted Complainant with additional assignment opportunities.

A. Complainant Cannot Establish a *Prima Facie* Case For Hostile Work Environment Because Mr. Cortez's Alleged Conduct, Even If True, is Not Severe or Pervasive.

In order to prove his claim of sexual harassment against AMG, Complainant must establish: (1) that he belongs to a protected group; (2) he has been subject to unwelcome sexual harassment, such as sexual advances, requests for sexual favors, and other conduct of a sexual nature; (3) that the harassment was based on his sex; (4) that the harassment was sufficiently severe or pervasive to alter the terms and conditions of his employment and create a discriminatorily abusive working environment; and (5) a basis for holding the employer liable. *See* Edwards v. Orange Cty Sheriff's Office, 525 F.3d 1013, 1026 (11th Cir. 2008) (citing Mendoza v. Borden, Inc., 195 F.3d 1238, 1245 (11th Cir. 1999) (en banc)). Complainant's claim fails as a matter of law because he cannot establish the second, third, fourth or fifth elements of the case.



We love to create remarkable experiences... every person, every time.®

First, the sole allegation of purported harassment by Mr. Cortez was that he inquired about Complainant's sexual orientation. Mr. Cortez's complaint about Complainant, which AMG obtained subsequent to the ending of his assignment, indicates that Complainant initiated the disclosure of his own sexual orientation and made other inappropriate statements to Mr. Cortez. Even assuming the allegation to be true, the allegation comes nowhere near rising to the level of actionable sexual harassment. Title VII addresses only those situations where an employee's work environment is "permeated with discriminatory intimidation, ridicule and insult." See Harris v. Forklift Sys., 510 U.S. 17, 21 (1993). Title VII does not serve as a "general civility code." See Faragher v. City of Boca Raton, 524 U.S. 775, 788 (1998). "For conduct to be severe or pervasive, the work environment must be one that a reasonable person would find hostile or abusive." See Oncale v. Sundowner Offshore Svcs., 523 U.S. 75, 81 (1998). "[O]ffhand comments and isolated incidents will not amount to discriminatory changes in the terms and conditions of employment." See Faragher, 524 U.S. at 788. "While a single incident of harassment can support a claim of hostile work environment. . . it must be extremely severe." Fried v. Wynn Las Vegas, 18 F.4th 643, 648 (9th Cir. 2021).

One inquiry regarding sexual orientation and a disclosure that an individual is heterosexual is neither severe nor pervasive. The Ninth Circuit has dismissed sexual harassment claims containing allegations of conduct far more egregious than that alleged here. *Id.* at 649 citing Kortan v. California Youth Authority, 217 F.3d 1104, 1106-1108, 1110-1111 (9th Cir. 2000) (supervisor referring to an employee as a "regina," "castrating bitch," and to women generally as "bitches" and "histrionics" were not severe enough to create a hostile work environment).

Thus, Complainant's claims fall short of the type of conduct that meets the severe and pervasive standard, and there is no basis for holding AMG liable for such a claim. Consequently, his Charge allegations of sexual harassment should be dismissed.

B. Complainant Cannot Establish a *Prima Facie* Case of Age Discrimination.

To establish a *prima facie* claim of discrimination based on age, Complainant must prove he was: (1) at least forty years old; (2) performing his job satisfactorily; (3) discharged; and (4) either replaced by substantially younger employees with equal or inferior qualifications or discharged under circumstances otherwise giving rise to an inference of discrimination. Schechner v. KPIX-TV & CBS Broad, Inc., 686 F.3d 1018, 1023 (9th Cir. 2012).

Complainant's age discrimination claim is based solely on the allegation that two younger workers were not discharged from the assignment at Williams Lea. AMG does not employ one of the workers and does not have information regarding the individual's age. Here, Complainant's claim fails because he cannot establish the second, third or fourth elements of his *prima facie* claim. First, he never was terminated from his employer, AMG. Second, Williams Lea ended his assignment after conducting an investigation regarding Mr. Cortez's complaint that Complainant had made inappropriate statements to him and, therefore, Complainant cannot establish the second or fourth prong of his age discrimination claim. More specifically, Complainant has failed to identify any similarly situated



We love to create remarkable experiences... every person, every time.®

younger employee of AMG placed at Williams Lea who was also the subject of a complaint concerning conduct.

Consequently, Complainant's age discrimination claim fails as a matter of law and should be dismissed.

C. Complainant Cannot State a Retaliation Claim As A Matter of Law Because AMG Did Not Terminate Complainant.

To prove a claim for retaliation, Complainant must show: (1) that he engaged in protected activity; (2) that AMG subjected Complainant to an adverse employment action; and (3) a causal connection exists between the protected activity and AMG's action. Passantino v. Johnson & Johnson Consumer Products, Inc., 212 F.3d 493, 506 (9th Cir. 2000).

Here, Complainant cannot establish the third element of a retaliation claim. AMG did not subject Complainant to an adverse employment action. Williams Lea decided to end Complainant's temporary assignment based on its investigation of Mr. Cortez's complaint. AMG did not terminate Complainant and Complainant remains eligible for other assignments. AMG has contacted Complainant multiple times since the ending of his assignment with various email notifications regarding available assignments.

Clearly, there is no evidence to show or even suggest that Complainant was sexually harassed by another temporary employee, that AMG's actions were motivated by age discrimination or that AMG's actions were motivated by retaliatory intent. At all times, AMG treated Complainant fairly and without regard to any unlawful factor. When Complainant raised a concern about another peer-level temporary employee, Mr. Cortez, who was employed by another staffing firm, it was immediately brought to the attention of Williams Lea and both Williams Lea and Mr. Cortez's employer, RHI, conducted an investigation and took appropriate corrective action. Unbeknownst to AMG, Mr. Cortez had also raised concerns about Complainant. Williams Lea investigated and decided to end Complainant's assignment. AMG had no involvement in the investigation or the decision. Complainant was not terminated from AMG and remains eligible for other assignments.



We love to create remarkable experiences... every person, every time.®

IV. Conclusion.

In summary, there is no factual or legal merit to Complainant's claims that he was discriminated against on the basis of his age, was subjected to hostile work environment sexual harassment, or retaliated against by AMG. Complainant's employment with AMG was not terminated and Complainant remains eligible for other assignments. Accordingly, AMG respectfully submits that Complainant's Charge of Discrimination be administratively dismissed.

Sincerely,

A handwritten signature in black ink, appearing to read "JJ Simonson", written in a cursive style.

Jennifer Jech Simonson
General Counsel, Senior Vice President

Enclosures: Exhibits A-D

EXHIBIT A

Your Employment with Us

Equal Employment Opportunity Employer

The Company is an equal opportunity employer and makes employment decisions on the basis of merit. Recruitment, hiring, training, and job assignments are made without regard to race, color, national origin, age, ancestry, religion, sex, sexual orientation, gender identity, gender expression, marital status, disability, medical condition, genetic information, pregnancy, military or veteran status, or any other protected classification.

If you believe that you have been subjected to any form of unlawful discrimination, please immediately notify your Manager, Branch Manager, Regional Vice President, or the Human Resources department at Company headquarters. Your complaint should be specific and include the names of the individuals involved and the names of any witnesses. The Company will thoroughly and objectively investigate all claims of discrimination. We will make our best effort to protect employee confidentiality to the extent that it is practical and does not hinder the investigation. After the conclusion of our investigation, the Company will make a determination as to the appropriate action to be taken in response to your complaint. We will also take action to deter any future discrimination. The Company will not retaliate against any employee for reporting or opposing any form of unlawful discrimination. Additional information about the complaint process is in the Policy Against Harassment below.

Reasonable Accommodation for Disabilities

The Company prohibits discrimination against a qualified individual with a disability in all aspects of employment, as set forth in this Equal Employment Opportunity Policy. "Disability" means a physical or mental impairment that limits one or more of the major life activities of an individual, a record of such impairment, or being regarded as having such an impairment. A "qualified person with a disability" means an individual with a disability who, with or without reasonable accommodation, can perform the essential functions of the employment position that the individual holds or for which the individual has applied.

To comply with applicable laws relating to equal employment opportunities for qualified individuals with a disability, the Company will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

The Company will engage in the interactive process with the employee to explore reasonable accommodation options when an employee requests accommodation, or there is evidence that an employee may need accommodation due to a covered disability.

Employment Relationship

Your employment with the Company is for an unspecified term and is at will. This means that either you or the Company can end the employment relationship at will, at any time, with or without cause or prior notice. This at will aspect of your employment includes the right of the Company to demote, transfer, or discipline you with or without cause or prior notice. This at will aspect of your employment cannot be changed, waived, or modified, except by an individualized written employment contract, signed by both you and the Company's CEO.

The Company will present you with an offer of employment conditioned on your accurate, correct, and truthful representations regarding prior work experience and other qualifications pertaining to the functions of the position being offered. Offers of employment may also be conditioned on the results of a background check and/or chemical substances screen to determine your ability to efficiently perform job-related functions and protect the health and safety of yourself and others.

Should you accept our offer, you will then be required to sign an Acknowledgment form. Offers of employment will be withdrawn if any of your representations are inaccurate, incorrect, or untruthful, if you fail to sign the Acknowledgment form from your Ambassador Handbook, or if you fail to meet any other condition associated with the offer of employment.

Policy Against Harassment

The Company is committed to providing a work environment that is free of unlawful discrimination and/or harassment. In keeping with this commitment, the Company maintains a strict policy prohibiting unlawful harassment in the workplace, including sexual harassment, by any employee and by any third parties such as customers, clients, vendors or visitors against any employee, applicant, unpaid intern or volunteer. Any harassment of an employee, applicant, unpaid intern or volunteer (on the basis of race, color, national origin (including language and use restrictions), age, ancestry, religion, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth, or breastfeeding), sexual orientation, marital status, disability (mental and physical) including HIV and AIDS, medical condition, genetic information, military and veteran status, or any other protected classification) is also strictly prohibited.

Sexual Harassment

Unwelcome sexual advances, requests for sexual favors, and other verbal, physical or visual conduct of a sexual nature constitute unlawful sexual harassment if (i) submission to such conduct is made an explicit or implicit term or condition of employment; (ii) submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual; or (iii) such conduct has the purpose or effect of either (a) unreasonably interfering with an individual's job performance or (b) creating an intimidating, hostile, or offensive working environment.

Examples of such conduct which may violate this Policy, include, but are not limited to, offensive or unwelcome sexual flirtations; advances or propositions; threats and demands to submit to sexual requests; verbal abuse of a sexual nature; graphic verbal commentaries about an individual's body; sexually degrading words used to describe an individual; sexually oriented jokes, emails, or written materials; accessing sexually explicit, pornographic and/or socially offensive websites, chat rooms or other material on the Internet or other computer systems; and the unwelcome physical touching of others.

Complaint Procedure

Do not assume that the Company is aware that there may be a problem. If you believe you are the victim of sexual harassment, or believe you have witnessed harassment, please immediately bring your concerns to

your Manager, Branch Manager, Regional Vice President, or the Human Resources department at the Company's headquarters.

Every reported complaint of violation(s) of this Policy will be fairly, timely, and thoroughly investigated by an impartial qualified person(s). The Company will document and track the complaint's progress. All parties will be accorded appropriate due process and conclusions will be based on the evidence collected. Complaints and investigations will be kept confidential to the extent possible. If the Company determines that this policy has been violated or other inappropriate conduct has occurred, the Company will take appropriate remedial action. No employee will suffer any retaliation because he or she has brought such concerns to the attention of the Company.

The Company will not tolerate sexual harassment or any other form of prohibited harassment in the workplace by any employee or Ambassador and will impose disciplinary action up to and including immediate dismissal for a violation of this policy. Such conduct also may result in personal legal and financial liability. If you have any questions about what constitutes harassing behavior, please bring such questions to the attention of your Manager or another Company manager.

Employees may also file a complaint with the local office of the California Department of Fair Employment and Housing (DFEH) within one year of the harassment. DFEH serves as a neutral fact-finder and, if it finds sufficient evidence to establish that discrimination or harassment occurred, may file a civil complaint in state or federal court on behalf of the complaining party. The DFEH may seek punitive damages and may seek other remedies, which include fines or damages for emotional distress from each employer or person found to have violated the law, hiring or reinstatement, back pay or promotion, or changes in the policies or practices of the involved employer. The DFEH can be contacted toll free at (800) 884-1684 or by visiting the DFEH website at www.dfeh.ca.gov.

Family/Medical Care Leave

Eligible employees may take unpaid family/medical care leave of up to twelve (12) weeks during a "rolling" 12-month period, measured backward from the date the employee uses any family/medical care leave, for any of the following reasons: (1) to care for the employee's child after birth, or placement for adoption or foster care; (2) to care for the employee's child, adult child, child of a domestic partner, parent, spouse, domestic partner, grandparent, grandchild, or sibling ("immediate family member") who has a serious health condition; (3) for the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of his/her job; and/or (4) because of "any qualifying exigency" arising out of the fact that the spouse, son, daughter, or parent of the employee is a covered military member on active duty or has been notified of an impending call or order to active duty status in the National Guard or Reserves in support of a contingency operation.

Where both spouses are employed with the Company, the combined amount of leave available for both spouses for leave taken for the birth, adoption or foster care placement of a child may not total more than twelve (12) weeks during the 12-month period. In California, under the California Family Rights Act (CFRA), each spouse is entitled to a full twelve (12) weeks of leave during the 12-month period.

EXHIBIT B

Jennifer Simonson

From: G Johnson <tainmount@sbcglobal.net>
Sent: Saturday, June 18, 2022 7:22 AM
To: Brooke Tyrrell
Subject: Fw: Assignment Overview at Williams Lea

Chris did express a displeasure with applicants being sent to him that were old.

During the course of my day, the Penn Factory is like a big warehouse with counter tops for monitors and outer offices for executives. Walking from one end of the building is about 1/4 mile and two floors. (As opposed to the Water Garden which is two suites in two different buildings). There are four kitchen areas, one at each corner of the building that contain the coffee machines, snacks, drinks. There are six coffee machines at the Penn Factory with four coffee machines (two kitchen areas) at the Water Garden. I was responsible for all of that.

Also my duties included maintaining about eight copiers checking paper levels and jams.

Early on I realized that there was no way to contact Chris, maintenance, security, or anyone else unless I used my cell phone or walked the length of the building looking for them, which for me the walking seemed to be a waste of time. The security people were stationed at a desk, but the maintenance cleaning crew were constantly moving so the easiest thing was to just use the cell phone. Bobby who works with Chris could usually be found in the mailroom. Chris at first had a desk but after that could be seen sitting in various locations in the building with no set desk.

I was told Activision and Williams Lea employees have company supplied cell phones.

I was also responsible for safe food practices as I daily loaded fresh milk into coolers and coffee machines. Once a week or more I would help with catered food display and storage. A couple of times I did have questions about what I perceived was unsafe food practices.

Geary J. Johnson

Phone 323-807-3099

----- Forwarded Message -----

From: G Johnson <tainmount@sbcglobal.net>
To: Brooke Tyrrell <btyrrell@adamsmartingroup.com>
Sent: Friday, June 17, 2022, 10:02:11 PM PDT
Subject: Assignment Overview at Williams Lea

On Feb 17, 2022, I was contracted by Roth staffing to work at "Williams Lea/Activision Blizzard working as a temp Hospitality/Office Services Clerk".

As far as I can see, the duties I have been performing are within the parameters of the position.

I provide a brief overview of my day to day duties that is indicative but not all inclusive.

February to April 2022

The office services department at 2701 Olympic Blvd includes mailroom, maintain copy machines, hospitality, as well as other assigned duties.

During this initial time period, I rarely used my car during the day for company business. This is because another temporary employee Rodrigo was assigned to primarily work at the Water Garden offices while I was assigned work at the Penn Factory location. Occasionally I may have used my car to deliver supplies to the Water Garden.

Somewhere around April 8, 2022, I was officially turning on and maintaining the four coffee machines at the Water garden. I would arrive there, turn on the machines, then travel by car to the Penn factory. So that was two separate sites I was maintaining, but two suites at the Water Garden.

I was also responsible for the stockroom, filling four kitchens with coffee and kitchen supplies, filling four kitchens with snacks and sodas at Penn Factory.

June 2022

Somewhere around June 1, I would be turning on the coffee machines at Water Garden as well as returning in the afternoon to clean four coffee machines at Penn Factory. With the addition of two new workers June 3, I was now assigned different duties like filling two kitchens with coffee and kitchen supplies, filling two kitchens with snacks and sodas, at the Water Garden, but the duties hospitality was largely dropped from my duties at Penn Factory. I would also make mail deliveries in the Penn Factory or deliver mail to the Water Garden, or take supplies to the Water Garden.

During the entire time period, Chris said we (HOSPITALITY TEMPS) might get company cell phones and laptops but I see none yet. Chris is often not at a particular desk, so the best way to find him or relay a message is by cell phone. I do not see phones on any desk nor is there a PA system. It is somewhat a tech company so I see many people using company cell phones. Before the two new employees started, I was walking about 5.5 miles per day due to the length of the building and covering three locations.

I am rarely at the desk I am assigned to and there is no phone at that desk.

That is how the use of my car and cell phone came about. I think I believed initially I might be assigned a company vehicle to make company deliveries between locations, so I did not initially think I would use my own vehicle.

Geary J. Johnson

Phone 323-807-3099

REFERENCE

Labor Commissioner
Wage Order 4

9.UNIFORMS AND EQUIPMENT (A) When uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer. The term —uniform|| includes wearing apparel and accessories of distinctive design or color. NOTE: This section shall not apply to protective apparel regulated by the Occupational Safety and Health Standards Board. (B) When tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to

provide and maintain hand tools and equipment customarily required by the trade or craft. This subsection (B) shall not apply to apprentices regularly indentured under the State Division of Apprenticeship Standards.

EXHIBIT C

Jennifer Simonson

From: G Johnson <tainmount@sbcglobal.net>
Sent: Monday, June 20, 2022 8:39 PM
To: Brooke Tyrrell
Subject: Copy of newest wage claim- Case Number: WC-CM-890340
Attachments: 2022-6-20 Wage Claim Summary Report.pdf; 2022-6-20 Attachment to Roth Labor Claim.pdf; 2022-6-17 Email Brooke Roth on duties.pdf

Please see the attached copy of the wage claim regarding failure to reimburse for business expense auto and mobile cell phone. I also attach the two attachments to the wage claim.

I do not have any email addresses for Williams Lea employees.

Geary Juan Johnson
1522 Hi Point St 9
Los Angeles CA 90035
Phone 323-807-3099

Assignment Overview at Williams Lea

From: G Johnson (tainmount@sbcglobal.net)

To: btyrrell@adamsmartingroup.com

Date: Friday, June 17, 2022, 10:02 PM PDT

On Feb 17, 2022, I was contracted by Roth staffing to work at "Williams Lea/Activision Blizzard working as a temp Hospitality/Office Services Clerk ".

As far as I can see, the duties I have been performing are within the parameters of the position.

I provide a brief overview of my day to day duties that is indicative but not all inclusive.

February to April 2022

The office services department at 2701 Olympic Blvd includes mailroom, maintain copy machines, hospitality, as well as other assigned duties.

During this initial time period, I rarely used my car during the day for company business. This is because another temporary employee Rodrigo was assigned to primarily work at the Water Garden offices while I was assigned work at the Penn Factory location. Occasionally I may have used my car to deliver supplies to the Water Garden.

Somewhere around April 8, 2022, I was officially turning on and maintaining the four coffee machines at the Water garden. I would arrive there, turn on the machines, then travel by car to the Penn factory. So that was two separate sites I was maintaining, but two suites at the Water Garden.

I was also responsible for the stockroom, filling four kitchens with coffee and kitchen supplies, filling four kitchens with snacks and sodas at Penn Factory.

June 2022

Somewhere around June 1, I would be turning on the coffee machines at Water Garden as well as returning in the afternoon to clean four coffee machines at Penn Factory. With the addition of two new workers June 3, I was now assigned different duties like filling two kitchens with coffee and kitchen supplies, filling two kitchens with snacks and sodas, at the Water Garden, but the duties hospitality was largely dropped from my duties at Penn Factory. I would also make mail deliveries in the Penn Factory or deliver mail to the Water Garden, or take supplies to the Water Garden.

During the entire time period, Chris said we (HOSPITALITY TEMPS) might get company cell phones and laptops but I see none yet. Chris is often not at a particular desk, so the best way to find him or relay a message is by cell phone. I do not see phones on any desk nor is there a PA system. It is somewhat a tech company so I see many people using company cell phones. Before the two new employees started, I was walking about 5.5 miles per day due to the length of the building and covering three locations.

I am rarely at the desk I am assigned to and there is no phone at that desk.

That is how the use of my car and cell phone came about. I think I believed initially I might be assigned a company vehicle to make company deliveries between locations, so I did not initially think I would use my own vehicle.

Geary J. Johnson

Phone 323-807-3099

REFERENCE

Labor Commissioner

Wage Order 4

9.UNIFORMS AND EQUIPMENT (A) When uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer. The term —uniform|| includes wearing apparel and accessories of distinctive design or color. NOTE: This section shall not apply to protective apparel regulated by the Occupational Safety and Health Standards Board. (B) When tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft. This subsection (B) shall not apply to apprentices regularly indentured under the State Division of Apprenticeship Standards.

Attachment to wage claim

Johnson vs Roth Staffing, Williams Lea

Submitted 6/20/22

Auto use not reimbursed

Phone use not reimbursed

Employees I have had contact regarding this claim or who have knowledge of the circumstances are Roth Staffing Brooke Tyrell, Williams Lea Chris Jenkins, Williams Lea Bobby, Activision Brian Smith.

For this employer, I was assigned to work at three locations leased by the employee Activision with contractor Williams Lea ("Law of agency"): 2701 Olympic Blvd, 1620 26th Street Suite 33 and 1620 26th Street Suite 100.

Particularly April thru June 2022 (but my employment started Feb 22, 2022), I was expected to drive between the three locations maintaining coffee machines and maintaining stock. The time at each locations was on average 3 hours at the 26th Street location and five hours at the 2701 Olympic Blvd.

Per employer directions, I used my personal auto to travel between the three sites.

Per employer directions, I used my personal cell phone to communicate with fellow workers during this time period and by phone call or text message. I would use my phone to communicate with those in my department or those in the housekeeping, security, and other departments.

My EV car expenses per month include auto payment (\$230), insurance \$80, and other expenses like electricity.

My phone bill which includes text and talk and internet, is about \$144 per month.

As of the date of this claim, there has not been definitive communication with either Roth staffing Brooke Tyrell or Williams Lea Chris Jenkins. Both have been slow to respond to my concerns.

Unsanitary conditions

Although maybe not labor code jurisdiction, I bring to the attention for relevance that I have complained at these locations about what I perceive are unsanitary conditions and handling of milk and food products. I have reported to Brooke, Chris, and others that the milk should not be diluted with water or other milk product as this can create cross contamination. I based this on my food handler training authorized by the state of California. I have also complained about food being left out in the open past the 2 hour time frame to avoid contamination. I have complained about drinking cups removed from sleeves and placed in possible insect infested cabinets. Water cups without plastic sleeves are placed in inaccessible positions without regard for cleanliness.

Hatred of people perceived to be gay

Co-worker Cortez Mathews (employed by Robert Half staffing agency) asked me around June 8, 2022 what my sexual preference is. I thought the question was inappropriate and sexual harassment. His question made me uncomfortable. By his words and other actions, he seems to have a hatred of those he perceives to be gay.

I am sending a copy of this wage claim to Roth thru Brooke and hope they will forward a copy to Williams Lea.

Williams Lea should have a record of what hours I worked at each location.

For a general overview of this wage claims, please see the attached email dated June 17, 2022 at 10:02 pm.

/s/ Geary Juan Johnson



Claimant Information

Are you submitting a wage claim for yourself or on behalf of the claimant? Yourself

Name: Geary Juan Johnson

Birth Date: 10/27/1953

Cell Phone: +1-323-807-3099

Home Phone: +1-323-807-3099

Email: tainmount@sbcglobal.net

Address: 1522 Hi Point St 9 Los Angeles CA 90035

Do you need an interpreter? No

Industry Information

What is the business type of the employer? Professional, Technical or Clerical

What is the business type of the employer? Clerical

Provide a list of the job duties you performed: Hospitality, office services, deliveries, stocking supplies, maintain coffee machines and supplies.

Claim Filed Against (Employer Information)

Employer/Business Type: Corporation

Business Name: Roth Staffing Companies, L.P.

Address: 450 N State College Blvd Orange CA 92868

Business Phone: +1-866-460-6889

Website: <https://www.facebook.com/watch/?v=2947007898857432>

Total number of employees who worked for your employer at the time of your employment: 100

If you have documents with any information on it about the person or business you worked for, you can upload them here:

Is there a union contract covering your employment? No

Are other employees also filing wage claims against this employer? I don't know

Have you filed a Retaliation Complaint against your employer with the Labor Commissioner? No

Is this claim related to COVID-19? No

Name of person in charge of your work

Name: Brooke Tyrell

Describe how this person may be responsible: Recruiter

Who paid you? Roth Staffing.

Who set your work schedule? Williams Lea (contractor) at Activision worksite.

How did your employer keep track of the hours you worked? Electronic

Were you ever told to sign the time card even when the hours on the time card were not accurate? No

Is this employer still in business? Yes

Has your employer recently closed their business, are they selling major assets such as the business or their property, or have they recently filed or threatened to file for bankruptcy? No

Did your employer's business change its name during your employment? No

Did your employer change the name of the business after your employment?: No

Employer/Business Type: Corporation

Business Name: Williams Lea

Address: 915 Wilshire Blvd 2000 Los Angeles CA 90017

Business Phone: +1-213-532-3100

Website: <https://www.williamslea.com/>

Total number of employees who worked for your employer at the time of your employment: 100

If you have documents with any information on it about the person or business you worked for, you can upload them here:

Name of person in charge of your work

Name: Chris Jenkins

Describe how this person may be responsible: I contacted Jenkins in order to get reimbursement for auto use and use of cell phone.

Who paid you? Roth Staffing.

Who set your work schedule? Williams Lea (contractor) at Activision worksite.

How did your employer keep track of the hours you worked? Electronic

Were you ever told to sign the time card even when the hours on the time card were not accurate? No

Is this employer still in business? Yes

Has your employer recently closed their business, are they selling major assets such as the business or their property, or have they recently filed or threatened to file for bankruptcy? No

Did your employer's business change its name during your employment? No

Did your employer change the name of the business after your employment?: No

Other Work Location

Is the address where you worked different from the business address provided? Yes

Add the address where you reported for work

Address: 2701 Olympic Blvd Los Angeles CA 90404

Approximate Location: Olympic and 26th Street @ ACTIVISION

Phone: +1-310-255-2000

Employment Status and Final Wages

Date of Hire: 02/22/2022

Name of person who hired you: Chris Jenkins at Williams Lea

How were your wages paid? Other

Explanation: ELECTRONIC

Were your wages always paid on the payday established by your employer? Yes

Did you receive itemized wage statements (pay stubs) when you received cash or check payments? Yes

Does your pay stub include a record of your available sick leave? Yes

Are you still working for the identified employer? Yes

Payment of Wages

Wage type: One hourly rate of pay for all regular hours

I was paid: \$18.00/hour

Start Date: 02/22/2022

End Date: 06/20/2022

I was promised: \$18.00/hour

Workweek and Workday

Does your employer follow the standard workweek of Sunday to Saturday? Yes

Do you know if your employer follows the standard workday of midnight to midnight? Yes

Hours You Typically Worked

Select one of the following: My work hours and days of work were usually the same each week that I worked

Day: Monday

Shift Start Time: 08:00 AM

Time First Meal Began: 12:30:00.000

Shift End Time: 5:00 PM

Length of Meal Period: 60
Total Work Hours: 8hr 0min
Day: Tuesday
Shift Start Time: 08:00 AM
Time First Meal Began: 12:30:00.000
Shift End Time: 5:00 PM
Length of Meal Period: 60
Total Work Hours: 8hr 0min
Day: Wednesday
Shift Start Time: 08:00 AM
Time First Meal Began: 12:30:00.000
Shift End Time: 5:00 PM
Length of Meal Period: 60
Total Work Hours: 8hr 0min
Day: Thursday
Shift Start Time: 08:00 AM
Time First Meal Began: 12:30:00.000
Shift End Time: 5:00 PM
Length of Meal Period: 60
Total Work Hours: 8hr 0min
Day: Friday
Shift Start Time: 08:00 AM
Time First Meal Began: 12:30:00.000
Shift End Time: 5:00 PM
Length of Meal Period: 60
Total Work Hours: 8hr 0min

Were there any exceptions to your typical schedule -- days when you did not work? Example: laid off, vacation, sick leave, business closed by the employer Yes

How many total days of work did you miss during your claim period?: 1

Reason(s) for missed work?: Not eligible for holiday pay

Select any holidays you did not work:

Memorial Day (Last Monday in May)

Wage Claims

I worked but was not paid – either partially or at all

I was not reimbursed for business expenses incurred

Business expense claim

Start date of this claim (MM/DD/YYYY): 02/22/2022

End date of this claim (MM/DD/YYYY): 06/20/2022

Total amount of unpaid business expenses: \$ 1970.00

Describe what you purchased: Auto payment @\$230 per month. Cell phone service @\$100 per month. Auto Ins \$80 per month

I was denied payment for mileage when traveling for business

Mileage Expense Claim

Start date of this claim (MM/DD/YYYY): 02/22/2022

End date of this claim (MM/DD/YYYY): 06/20/2022

Number of miles driven: 100

Mileage rate: \$ 0.62

Certification and Authorization

File Name

2022-6-20 Attachment to Roth Labor Claim.pdf

2022-6-17 Email Brooke Roth on duties.pdf

Certification Statement By submitting this form, I hereby certify that the information I have provided is true to the best of my knowledge and/or recollection, and I further acknowledge that this information is being collected by the State and may be shared with another state agency or private party in accordance with California Civil Code section 1798.24 and the Information Practices Act of 1977 generally. For more information regarding the Department of Industrial Relation's Privacy Policy, please go to www.dir.ca.gov/od_pub/privacy.html.

Authorization Date: 06/20/2022

Authorized by: Geary J. Johnson

EXHIBIT D

June 9th, Thursday,

A lot of the training today was Gerry and I working together, while my other employee, GELIA, was left alone to do other stuff. Gerry asked me several simple but intimate questions about my family and background, in which I did take part in some the conversation. He asked me to come over to his house after work so that we could "write together" when he learned that I write scripts in my spare time. He suddenly became irritated and said he "needed a break" after I told him I had other plans and denied his offer.

Gerry saw that I needed to ask my supervisor, CHRIS JENKINS, a question after lunch. When Gerry questioned what the inquiry was specifically about, I explained that it had to do with adjusting my schedule so that I could work from 8 to 5, which is also his shift. He offered to switch our schedules, but "I'll have to pay him back someday," he said. I carried on putting the cups away while he laughed. I tells him I like Chris and I think he's a cool guy, in which he voices his dislike for Chris and Bobby, (mail room) and then tells me how "he's a cool guy also".

While I was standing next to him stocking sodas, Gerry text me at random, saying, "Change Of Life." I questioned him on his text to me. He then went on to discuss how many people's perceptions of themselves "alter" between the ages of 28 and 32 and how they become more "free". I said, "I'll look it up after work," and then continued stocking the sodas in Kitchen 2. *(Screenshot)*

During the last 30-45 mins of the day in Kitchen 1, Gerry began to talk about how his college friends thought he was a "goody two shoes" but that his peers were unaware of the "lifestyle" he was living during those years. Despite the fact that he continued bringing up the topic of "Lifestyle" and wanting to talk about it, I

made the decision to stay out of the conversation. I persisted in trying to steer the subject back to learning how to operate the coffee machine. When it was time to leave, he asked me once more if I wanted to come over, but I once again denied his invitation. As I went to gather my stuff from the stock room Gerry sent another text, this time containing Two Books. He told me it was because I was so funny and fun to be around.

June 10th, Friday:

Gerry is still fixated on me, and he finds methods to keep us apart from my other coworker, Gelia, throughout the day. He occasionally texts me in an effort to start a discussion when he is not there, but I only reply to work-related messages. (*Screenshots are included.*)

Gerry discovered an opportunity for us to be alone again. He brought up the word "Lifestyle" again and this time he asked me whether I understood what he meant when he stated it the day before. I replied, "I did not," and he said he was "Not Out Gay," and that was the lifestyle he was alluding to. I tell him that I'm not going to judge him and that I appreciate him informing me even though he didn't have to. I also assure him that his secret is secure with me and I won't tell anyone. He continued by saying that he doesn't "shake around me" but that he generally does around guys who he's interested in (along with a story about one of his "hook ups"). I was taken aback and asked him to repeat it, during which he continued, "Isn't that crazy? I'm interested in you and I don't shake around you!" and chuckled. I replied him, I appreciate that but I am straight," despite the fact that I was plainly uncomfortable. He followed by asking if I had ever considered doing anything with a male? I was still a little taken aback, so I took a moment to comprehend what was being stated before responding. "The delay tells it all", he said before I could respond. I

chuckled, but I also confessed to him that I was still taken aback by what he had told me.

He then asked "Are things going to be weird between us now or has he ruined everything?". I told him that I have gay friends and family and that it doesn't bother me, but that I am straight and apologized if I might have come off any other way for him to think otherwise. He told me it was no reason to apologize and asked for a highfive, in which I gave him.

June 13th Monday,

My supervisor, CHRIS JENKINS, has a meeting with Gelia, Bobby (mail room), Geary and myself in Kitchen 1. He informs Gerry that due to a change in his position, he will be mostly assisting Bobby and the Water Garden, the office across the street, and that he won't be in touch much with Gelila and I in the coming weeks, unless we need him. Gerry is instructed to train me at the Water Garden the following morning, considering I will be over there every Friday. Gerry approached me after the meeting and said "Guess I won't be seeing you as much, just when it started to get good". I ignored the remark and went on to the stock room.

Later in the morning, Gerry asked for him and I to go check the copy machines together. I didn't like the idea of him and I going together and suggested that all 3 of us, Myself, Gelia, and Gerry go together, so that we could all receive training on it at the same time. He refused, saying that "Bobby already trained her." I knew this to be untrue. I responded by stating, "Bobby, hasn't shown neither of us how to operate the machine," to which he reacted angrily and rushed off, advising me to figure it out on my own. A short while afterwards, he texted me, and we discussed the

situation. Additionally, he apologized in person and said he simply needed to go on a short break. (Screenshot)

He asked me; "Do I mind being in his car tomorrow, so we can drive to the Water Garden together", I declined and told him I could just walk over there and meet him. He stated he was disappointed but will see me there tomorrow.

June 14th Tuesday:

I called Gerry since I couldn't find him at the Water Garden. "What's cracking, good looking," he said as soon as he picked up the phone. His phone cut out before I could tell him where I was, so I chose to text him instead. (Screenshot).

When at the Water Garden with Gerry, I was introduced to "Cliff?". He asked me about my other co worker Gellia because he met her before already. Cliff asked for my name once more as we were walking away, but I misheard and assumed he was asking for Gellia's name. Gerry got irritated and said "Of course you're thinking about her all the time, I am jealous of her", I mistakenly asked the question of "Why?", and in which he told me because "She's so beautiful, and has it so easy because she's a lady, I don't like the way she works, she has a very interesting way of doing things". I suggested that he talks to Chris or Gellia if he doesn't like the way things are going on the team, but that I am not the person he should be voicing his concerns too about.

June 17th:

Gerry texts me that there is a package downstairs for us, I go down, to find out there is nothing. He stated "At least I got to see you".

June 30th Thursday:

After lunch I remind Gerry, face to face, that I will be going to the Water Garden, tomorrow since it's Friday. He says okay and that I should remind him every Thursday, in which I tell him I don't think that's necessary. He later texts me in the afternoon:

"Ok. I will be in at 9 tomorrow. Geary Juan Johnson. Sleep tight!"

I do not respond. (Screenshots)

July 1st Friday:

I was making an inventory list while sitting in the stock room as I prepared to depart to go to the Water Garden. Gerry arrived and attempted to start a discussion, but I did not engage. "Have a lovely weekend, go get married!" He laughed, waited for a response or reaction and proceeded to walk away.

July 7th Monday:

Gerry winked at me as I cracked the joke, "The gang is all back together." Gerry came up to me in Kitchen 3 (upstairs kitchen) during Gellia break and asked "If I am cutting my beard anytime soon." I replied that I usually do so every other week and that I'm overdue for another trim. Before I could respond, he said "That you look good no matter what," and before I could answer, he added "I wonder what would happen if I met a guy like you outside of work?" I told him that I have no idea and that I would appreciate if he stopped telling me those type of

comments. I walked down to the stock room, before he could speak.

July 8th Friday:

Together with Bobby, Gerry, Gellia, and I set up shelves in the lobby of the office. Once more concentrating on helping me, Gerry continued to touch/make contact with my hands as I arranged the black tubes on the shelf. Given his weird comments, I felt uncomfortable and asked him to stop touching me because of COVID.

Gerry came over after building the shelves and apologized for "losing his temper" with me. during it He didn't do anything of the sort, which confused me to the max. I inquired to what he was alluding to and I also added that, "I think you guys might mistake my monotonous voice occasionally as upset or something," to which he reacted harshly by me using the term "you guys" and advised me not to include Gellia in the same category as himself. He then went on to say "I was just apologizing because I care about you as a person and your feelings, and –" I walked away before he could finish his sentence.

When Gerry sees me alone, he always approaches, when I saw him in the video studio room. I took out my camera to capture him attempting to approach me, but I moved away quickly before he could approach. (Video)

Working together, Gerry, Gellia, and I name tag each desk in the office. To finish my day and switch off the machines, I had to walk across the street to the Water Garden. I asked Gellia and Gerry in a GROUP CHAT text message to place the unfinished name tags in the

stock room so we could all find it on Monday AM because our supervisor, Chris, mentioned how important it is that we finish by/on Monday. Gerry responded to the text, outside of the groupchat thread, and says:

"You have a good weekend also, take charge person"

I ignore the text and reply to Gellia text in the group chat. Gerry texts me again about 10 minutes later and claims that "He is not using his personal phone for business anymore" after realizing that I responded to Gellia's text rather than his. Despite my confusion, I texted back, "If he ever does need to contact anyone regarding business to use the Group Chat, so we are all on the same page" (Screenshot)..

I had about 15 more mins left in my shift after going to the Water Garden and turning off the machines. I walked back over to the Pen Factory and unfortunately ran into Gerry.

He tells me that he thinks Gellia likes me, "maybe not romantically" but that I turn her on by my "mystery". He then proceeds to tell me the exact opposite of what he said in the text. He tells me that he thinks we need to communicate more and that he doesn't think the groupchat is the best idea when he needs to singularly contact one of us. I listened to him and then left. (Audio)

July 11th:

Gerry, Gellia, and myself work upstairs in Kitchen 3, continuing the name tags. Gerry asks how my weekend was without asking Gellia as well. I make the choice to bring her into the discussion in which shortly after, in the middle of the project Chris asked us to do, Gerry

decides to randomly go downstairs, only to mysteriously return when it was time for Gellia to go on her ten mins break. He asked did I shave my beard this weekend. This time, I was VERY stern with him and told him to stop making inappropriate comments and questions to me or else I would have to involve someone else. I told him I've been uncomfortable from the jump, had enough and that he should know better. I asked that he only speaks to me about business stuff from that day farther. He muttered something under his breath before getting to his feet and leaving. He avoided contact with me for the remainder of the day.