

Saturday, March 4, 2023

1522 Hi Point St 9
Los Angeles CA 90035
323-807-3099

Diego Rosales
Investigator
Equal Employment Opportunity Commission

255 East Temple St., 4th Floor
Los Angeles, CA 90012

Via EEOC Portal Upload

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

Claimant Response to Position Statement of Respondent Roth Staffing Companies, L.P. dba Adams & Martin Group (“AMG” or the “Company”)

I hereby reply to the Position Statement of Roth Staffing, such statement is eight pages plus exhibits for a total of 35 pages dated January 11, 2023.

1. I hereby summarize the documents on file with the EEOC charge. As many of the documents are email exchanges with Roth Staffing, I assume that the Roth Staffing position letter already has knowledge of those Roth staffing documents.
2. I mailed Roth staffing “AMG” 59* pages of documents on August 22, 2022 including my eventual EEOC complaint and many of the emails to Roth. Therefore my reply here is based on the emails supplied to the EEOC and Roth staffing.

EEOC Case No.
480-2022-05516

Dated August 8, 2022 to: Activision Brian Smith, Robert Half Legal, Williams Lea, Roth Staffing Brooke.

Emails w Brooke and Williams Lea and Robert Half
Email April 29, 2022 at 11:10 pm (Brooke at Ross)
Email June 27, 2022 at 8:14 pm (7 page chain) (Roth)
Email June 27, 2022 at 8:35 pm (Williams Lea attorney)
Email June 27, 2022 at 8:36 pm (Williams Lea attorney)
Email July 15, 2022 at 2:53 pm (6 page chain w Aldridge)
Text from Cortez July 13, 2022
My response to Cortez- July 15, 2022 (pages 9)
My strikeout of Cortez - printed 8/3/22 (pages 5)

2023-3-2 Letter to EEOC

EEOC case on joint employers
11-13-22 email for WL
11-10-22 Inadequate Investigations letter to file
2022-11-4 Letter w Attachments

2022-10-16 Email Add to Roth Labor .pdf
2022-9-21 Email add to ROTH labor.pdf

*8-8-22 EEOC Package re Activision (documents mailed to Respondents on August 22, 2022)

2022-7-24 Email Exchange last day with Brooke.pdf

2022-7-24 Email w Brooke w Itemizations.pdf

2022-7-16 Email request to Brooke for legal rep.pdf

2022-7-15 For EEOC Excerpt text messages at Activision

2022-6-30 Email Brooke Roth w Mileage.pdf (estimated mileage at Williams Lea location)

**EEOC Case No.
480-2022-05516**

2022-6-27 Brooke Email Exchange.pdf
2022-6-26 More emails to Labor Roth Claim.pdf
2022-6-25 Email to Brooke Recall Chris Talk.pdf
2022-6-23 Email Roth on Lea.pdf
2022-6-20 Email Brooke w wage claim
2022-6-18 Another email to Brooke
2022-6-17 Email Exchange w Brooke about Reimburse.pdf
2022-6-17 Email Brooke Roth on duties.pdf
2022-4-29 Email Brooke on Activision.pdf (job duties and use of car and cell phone)

3. Summary of Roth Staffing Position

AMG maintains in its second paragraph that “complainant was not terminated from AMG.” AMG does not deny that the EEOC has jurisdiction over termination and “discharge”; AMG admits that complainant was discharged by AMG client Williams Lea. The EEOC recognizes “joint employers” and in this case AMG and Williams Lea as well as other joint employers Activision and Robert Half Legal International, should be equally liable for the ending of the assignment, i.e discharge due to unlawful retaliation. See EEOC case Nos. 16-1028, 16-1063, 16-1064, BRIEF OF THE UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION AS AMICUS CURIAE IN SUPPORT OF RESPONDENT/CROSS-PETITIONER AND IN FAVOR OF ENFORCEMENT. (2016) (Evidence downloaded to EEOC portal.) “The EEOC does not inquire into joint employer status unless there is reason to believe that an entity knew or should have known of discrimination by another entity and failed to take corrective action within its control. *See* EEOC Enforcement Guidance: Application of EEO Laws to Contingent Workers Placed by Temporary Employment Agencies and Other Staffing Firms (Dec. 3, 1997), 1997 WL 33159161, at *11.” Also “For example, in *Complainant v. Johnson*, EEOC Doc. No. 0120160989, 2016 WL 1622535, at *3 (EEOC Apr. 14, 2016), the EEOC found it relevant that “if the agency does not wish a staffing firm employee to continue on the contract, it communicates this to the staffing firm Project Manager, who facilitates the termination.” That arrangement, the EEOC found, gives the agency “de facto power to terminate Complainant, a significant factor weighing in favor of a finding that the Agency jointly employed Complainant.” *Id.*; *see also Rina F. v. McDonald*, EEOC Doc. No. 0120160808, 2016 WL 1729906, at *3 (EEOC Apr. 21, 2016) “. In that case,

**EEOC Case No.
480-2022-05516**

the EEOC recognized the defacto power of the agency to terminate the employee who worked for the contractor; the EEOC recognized this as defacto power of the employment agency to “terminate” the temp employee, as is noted in this case the de facto power of AMG. At the point of paragraph two of the position statement, AMG does not deny that during the alleged investigation by Williams Lea, AMG took no part in the investigation to assist its employee the complainant, and that the AMG that Williams Lea Human Resources did not interview complainant Johnson, and AMG does not reveal that Roth Staffing acted under its joint contract with Robert Half International (“RHI”) and finally AMG does not deny that complainant Johnson was therefore an employee of AMG-RHI-Williams Lea-Activision at the time of the termination of employment at the Activision site. (EEOC Apr. 21, 2016) (relevant facts include that Complainant was interviewed by both contractor and agency, and contractor did not hire Complainant “until it received word from the Agency official”); *Complainant v. McHugh*, EEOC Doc. No. 0120140999, 2014 WL 3697464, at *5 (EEOC July 15, 2014) (relevant facts include “whether the Agency indirectly controlled Complainant’s job through the on-site coordinator”)” EEOC case brief Nos. 16-1028, 16-1063, 16-1064.

4. In section II of the Position Statement, AMG reiterates its sexual harassment policy. In pertinent part, AMG states, “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.” The policy states, “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.”

5. At that point of the Position statement. AMG does not deny that the Johnson complaint to AMG was not fairly, timely, or thoroughly investigated and Johnson was not accorded due process by AMG, or by the contractors of AMG, namely Activision, Williams Lea, and Robert Half International.

**EEOC Case No.
480-2022-05516**

III. AMG claims age, sex discrimination, harassment, and retaliation claims are entirely without merit

6. Claimant responds that his employment was terminated under the joint employer agreements of AMG-Williams Lea-Robert Half International-Activision, therefore Johnson's claims have merit to hold AMG liable for age, sex, harassment, and retaliation discrimination.

7. It is true that AMG hired Johnson around August 2018. When that assignment ended by the contractor, AMG employee Branch Manager Brooke Tyrrell wrote Johnson, "We heard from the firm that the person is coming back from leave and Friday will be your last day. They had nothing but wonderful things to say about you!" 8/19/2018 at 9:48 am.

8. Roth (position statement) claims Johnson "was hired as a hospitality associate to assist with set up of conference rooms, clean up, maintenance of order, and cleanliness, and break rooms and catering areas and inventory of catering supplies at \$18 per hour." Complainants assignment was as a temporary placement to cover for a full-time employee who was on a leave of absence. Johnson disagrees to the extent that the Roth agency admitted that Johnson was doing more than what the original assignment called for: the assignment as quoted from the email of hire from Brooke was "Williams Lea/Activision Blizzard working as a temp Hospitality/Office Services Clerk from email 2/17/22 at 3:58 p.m. On February 10, 2022 Brooke had made the job offer to Johnson by emailing: Job Description:

- o Set-up conference rooms, including audio/visual equipment, furniture configuration and food/beverages according to the daily schedule.
- o Clean-up conference rooms after use and return property to vendors if necessary.
- o Maintain order and cleanliness in the kitchen and catering areas.

- o Keep inventory of catering supplies.
- o Minimum of one-year office service experience, preferably in the catering or hospitality fields.
- o Ability to prioritize work to balance multiple projects and deadlines.
- o Excellent verbal and written communication skills.

9. In a June 17, 2022 email at 10:02 pm, in evidence, Johnson explains to Brooke some of his job duties which at that time Johnson and Brooke admit differ from the original assignment. For example, before Johnson started the assignment around 2/17/22, the previous on leave worker did not have the same job duties. Johnson

**EEOC Case No.
480-2022-05516**

was told that the previous worker manned coffee carafes in another location other than where Johnson was stationed. Rather than one building, Johnson was ordered to work between three different locations, much different than the on-leave employee. Johnson was assigned to assist in the mailroom and maintain the copy machines. These were not the same duties of the on-leave employee. Johnson had to maintain at least 10 coffee machines between three buildings: this is a job Johnson was told was not being done by the on-leave employee. Johnson frequently used his car and cell phone to conduct company business, not uncommon to other employees, but something that was not done by the on-leave employee. Johnson was performing a completely different job from the on-leave employee. It was repeatedly said that the on leave employee was not coming back. If Williams Lea had procedures on sexual harassment policy, such policy was not given to me by Williams Lea or Activision or RHI at the time of Johnson's work at Activision. Johnson was told that the on-leave employee had decided not to return. Johnson was told that his job was dependent on 700 Activision employees returning to the worksite which about 400 employees returned around July 11, 2022, thus there was work available. Johnson was also doing a superb job so that he was assigned to spend a week training two workers employed by Robert Half International. At this point in the narrative, AMG has failed to mention the Roth-RHI contract that Brooke admits to in emails, and that Johnson also was employed off and on by RHI.

10. For purposes of liability of AMG for the termination/discharge of employment of Johnson, AMG is liable as a joint employer. "Example 5: A staffing firm provides landscaping services for clients on an ongoing basis. The staffing firm selects and pays the workers, provides health insurance, and withholds taxes. The firm provides the equipment and supplies necessary to do the work. It also supervises the workers on the clients' premises. Client A reserves the right to direct the staffing firm workers to perform particular tasks at particular times or in a specified manner, although it does not generally exercise that authority. Client A evaluates the quality of the workers' performance and regularly reports its findings to the firm. *It can require the firm to remove the worker from the job assignment if it is dissatisfied. The firm and the Client A are joint employers.*" Enforcement Guidance at *5, at Question 2, example 5. EEOC case brief Nos. 16-1028, 16-1063, 16-1064.

11. "The EEOC does not inquire into joint employer status unless there is reason to believe that an entity knew or should have known of discrimination by another entity and failed to take corrective action within its control. *See* EEOC

**EEOC Case No.
480-2022-05516**

Enforcement Guidance: Application of EEO Laws to Contingent Workers Placed by Temporary Employment Agencies and Other Staffing Firms (Dec. 3, 1997), 1997 WL 33159161, at *11.” In this instant case, employer AMG knew of the discrimination complaint against joint employer RHI-Williams Lea-Activision, and failed to take corrective action within its control as AMG failed to alert Human Resources to “fairly, timely, and thoroughly investigated by an impartial qualified person(s)”; such failure is a pretext for the age, sex, harassment, and retaliation that is suffered by Johnson. It is certainly pertinent at this stage that AMG has thus far failed to alert the EEOC to the contractual relationship between AMG and RHI while Johnson was at Activision, which the emails of Brooke Tyrrell admit to.

12. AMG says on (unnumbered) page 4, two offices worked at by Complainant, Johnson makes the correction that he is working at three Activision offices. The three offices are Penn Factory, Watergarden 26th Street and Watergarden Olympic. AMG starts the email chain at June 17, 2022. It is extremely pertinent here that AMG omits the email of 4/29/22 at 11:10 pm (evidence) in which Johnson details the need for reimbursement for phone usage and personal vehicle. This email is acknowledged by Brooke but she makes no comment at the time. The email complains about labor code violations. For the June 18, 2022 email. **AMG admits that age discrimination is mentioned by Johnson.**

13. This is the hostile environment Johnson came to work in which none of the joint employers herein mentioned to me. I was told about it by other contractors working at the sites. “Another Activision Blizzard employee is alleging in a new lawsuit that the company failed to prevent sexual harassment and discrimination in the workplace. The complaint, filed last week in the Los Angeles Superior Court, details alleged repeated sexual advances and harassment from an Activision Blizzard manager — who is also named as a defendant in the lawsuit — as well as revenge porn and sexual battery. **Daily Mail first reported** the lawsuit.” <https://www.polygon.com/23402323/activision-blizzard-sexual-harassment-lawsuit-discrimination>

14. AMG states on (unnumbered) page 5: “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.” I object to the use of the word “appropriate” as it is unsubstantiated as to who said it; Johnson did not say it. On June 25, 2022 JOHNSON wrote that he had talked with Chris Mathews on June

**EEOC Case No.
480-2022-05516**

24, he wrote (evidence) “Regarding Cortez Mathews, he (Chris) said his conduct is not acceptable and that he will talk with Cortez.” JOHNSON also alleged “retaliation” because Brooke Tyrrell said she could remove me from the site as a result of my sexual harassment complaint. Brooke’s exact words were, “If you don’t feel comfortable working at the site, we can conclude your assignment and/or look for another assignment for you.” This is proof of retaliation because JOHNSON complained. This is proof that in AMG’s own words, as the joint employer, AMG had the authority to terminate COMPLAINANT from the position. And of course, not compensate for damages if removed from the position. Johnson maintains that the action Chris Jenkins took was neither appropriate nor adequate and not in compliance with the expectations of AMG “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.” The complaint of Johnson was not fairly and thoroughly investigated by an impartial qualified person employed by AMG or employed by joint employer Williams Lea. There is no indication that Brooke notified RHI as that was the employer of Cortez Mathews; Brooke did not act in a fair, timely, and appropriate manner in failing to contact human resources of RHI, contracted to AMG. Complainant had the expectation that his complaint would be fairly investigated, that he would receive due process, and that he would not suffer a loss in employment because he complained.

15. Reference is made to AMG statement, unnumbered page 5: “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**.” AMG fails to mention the 59 pages of documents mailed to AMG August 22, 2022.

16. Response: AMG states: “it had determined Complainant had engaged in inappropriate communications with Mr. Cortez.” Johnson would like to have a copy of the inappropriate communications that were alleged and the circumstances

**EEOC Case No.
480-2022-05516**

of who at Williams Lea this was reported to and what, where, when, why and how. The statement is vague and lacking in specificity and it should be disregarded by the EEOC except for purposes of proving retaliation by AMG and its joint employers. One would wonder if the Williams Lea found Johnson to be so guilty of harassment, why would AMG continue to offer Johnson possible jobs? AMG states, “On AMG’s information and belief, it appears Mr. Cortez also complained about inappropriate conduct by Complainant contemporaneously.” It is unclear here does AMG allege that Cortez complained more than once, that there was an oral complaint as well as written complaint? The AMG is again vague and lacking in specificity as to who, what, when, why, where and Johnson asks the EEOC to disregard the statement except for purposes of evidence of retaliation. If AMG alleges that Cortez complained about Johnson before the assignment was terminated, it makes AMG and RHI liable because they are joint employers. AMG expects that an employee is being accused of sexual harassment weeks before the end date and no one notified manager Brooke Tyrell of the complaint? At all. Pretty hard to believe. But if Williams Lea knew of an investigation—not fair or in any way thorough since no one questioned Johnson—that makes them as well as joint employer AMG liable, whether AMG knew or not, they should have known because they were under contract to RHI. I request the EEOC seek documentation to determine on what date did Williams Lea receive its complaint and from whom and by whom; who was in charge of the investigation. Did the alleged charges against JOHNSON occur before June 7, 2022? Did the alleged charges against JOHNSON occur after JOHNSON made his complaint or around June 20, 2022?

17. AMG maintains that the Cortez complaint is attached as “Exhibit D”. The attorney for AMG has engaged in violation of the state attorney rules of professional conduct. The statement by the attorney is vague and lacking in specificity as to when, why, where, who, and how. The exhibit D is not signed by anyone, not authenticated as to where it came from, appears to have been written by someone in management or legal as it says “my employee Gelila”. AMG calls this the Cortez complaint but there is no way to tell from the Exhibit D that Cortez wrote it or why, under penalty of perjury, does Jennifer think that Cortez wrote it? I disputed that in my 8/22/22 complaint and also forwarded such to AMG; (evidence) My response to Cortez- July 15, 2022 (pages 9) My strikeout of Cortez - printed 8/3/22 (pages 5). The Johnson dispute of the alleged Cortez complaint was received by AMG Brooke Tyrrell and is a part of the EEOC complaint against AMG. Based on this Exhibit D allegation by AMG, I request the EEOC disregard the position statement of AMG as patently fraudulent.

**EEOC Case No.
480-2022-05516**

18. AMG quotes case *Mendoza v. Borden, Inc.*, 195 F.3d 1238, 1245 (11th Cir. 1999) (en banc). - their position page 5. But the *Mendoza* case would have ruled in favor of Johnson, proving that AMG gives proof that Johnson claims of age discrimination, retaliation, and discrimination have merit. *Mendoza* (1999) states, “We agree with the panel that the district court properly granted Borden's motions for summary judgment and judgment as a matter of law on Mendoza's claims for age discrimination, disability discrimination, retaliation, intentional infliction of emotional distress, and discrimination in violation of the Florida Civil Rights Act. Therefore, we affirm the district court's entry of judgment in favor of Borden on Mendoza's claims for **age discrimination, disability discrimination, retaliation**, and Mendoza's state-law claims.”

19. Johnson’s EEOC says 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. “Whether the sexual conduct complained of is sufficiently pervasive to create a hostile or offensive work environment must be determined from the totality of the circumstances. The plaintiff must prove that the defendant’s conduct would have interfered with a reasonable employee’s work performance . . . and that she was actually offended The factors that can be considered in evaluating the totality of the circumstances are: (1) the nature of the unwelcome sexual acts or works (generally, physical touching is more offensive than unwelcome verbal abuse); (2) the frequency of the offensive encounters; (3) the total number of days over which all of the offensive conduct occurs; and (4) the context in which the sexually harassing conduct occurred.” (*Fisher v. San Pedro Peninsula Hospital* (1989) 214 Cal.App.3d 590, 609–610 [262 Cal.Rptr. 842], internal citation omitted.) A single incident can be sufficiently severe or pervasive to constitute harassment. CACI 2524

20. Johnson has claimed all elements needed to prove the allegations of the Complaint, based on the totality of the circumstances and the fabricated allegations attributed to Cortez Mathews and the failure of all parties and joint employers to conduct an adequate investigation that was fair and thorough, and the hostile work environment in which Johnson complained of labor code violations (in which Johnson could be awarded up to \$10,000 by the DSLE).

**EEOC Case No.
480-2022-05516**

21. AMG maintains page 6: “One inquiry regarding sexual orientation and a disclosure that an individual is heterosexual is neither severe nor pervasive.” But if we are to believe that the Exh D is the Cortez complaint, then the EEOC must include the Cortez complaint—and my response to his alleged complaint—as indications of the totality of the severity and pervasiveness and that the Cortez narrative, false as it is, indicates a repeated series of contacts that AMG has not addressed but surely knew about and was liable for and the use of Exhibit D is proof of the retaliation against Johnson as the position statement of AMG alleges actions—however vague—that AMG and the joint employers created a hostile and pervasive work environment that extended throughout Johnson’s stay, that such attack and lynch mob mentality was formulated and planned when RHI contractor to AMG stepped foot on the property. AMG states that there was an ongoing investigation of the fabricated alleged Mathews complaint but COMPLAINANT was never told about or given fair opportunity to address the Cortez complaint before being unceremoniously discharged out the door. The Cortez draft Incident Report Activision proves there has been a series of acts that are severe and pervasive, in accordance with JOHNSON’s review of falsity of the Cortez alleged draft.

22. Johnson performed his job more than satisfactorily because his position end date was extended at least once and he was assigned to train two new workers. Johnson was “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). AMG had involvement in the investigation or the decision regarding Johnson discharge from employment because AMG was a joint employer with the Roth-RHI-Williams Lea-Activision contract.

23. The alleged complaint by Cortez Mathews that AMG alleges, states "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." This is the document that AGM uses for their position statement—throughout—and they don’t question it—but the statement clearly says the author of the “draft” has not reported it to anyone. Only for purposes of discrimination and retaliation against Johnson does AMG embrace the alleged complaint by Mathews.

24. Without further documentation, I cannot address the position statement pages 6, 7, 8 because they are based on the AMG claim that they have presented the

**EEOC Case No.
480-2022-05516**

sexual harassment complaint of Cortez Mathews. AMG's position and allegations are entirely based on a non-existent complaint against Johnson and the lack of specificity proves that the entire position statement is pretext for the age, retaliation, and sexual harassment allegations of the Johnson complaint. Being that EEOC has not been supplied with any indications of any specific person making a verbal complaint against Johnson, and being that there is no signed and verified complaint from Cortez Mathews or anyone else, only what purports to be an unsigned or dated draft, Johnson asks that the position statement of AMG be disregarded in its entirety and that the EEOC rule completely in Johnson's favor.

25. AMG states on page 5 "Activision and is responsible for managing other staffing firms who provide temporary employees to work at Activision." Indeed, Activision is liable for a harassment free workplace; Activision contracted Williams Lea who contracted Robert Half International who contracted Roth Staffing, i.e, the Roth-RHI-WilliamsLea-Activision contract. Unless a guest, Johnson witnessed that no contract workers were allowed on the Activision property unless they had express approval from Activision. Johnson performed work at the Activision site under the express approval of Activision and its contracted agreements with Williams Lea and staffing agencies.

26. AMG maintains throughout its narrative that Johnson cannot charge AMG because Johnson was not discharged by AMG. Untrue. Johnson was discharged by AMG after AMG alleges Brooke Tyrrell received a call from Williams Lea. It is not Williams Lea who had any authority to terminate Johnson's employment, other than as a joint employer, because the authority of Williams Lea was only to request that AMG discharge Johnson. That is what AMG did. See the July 13, 2022 email (evidence) exchange with Brooke and Johnson says "Per your request to end assignment at Activision Immediately." It is AMG who discharges/terminates the employment of JOHNSON at Activision.

27. "Staffing firm workers are generally covered under the anti- discrimination statutes. This is because they typically qualify as "employees" of the staffing firm, the client to whom they are assigned, or both. Thus, staffing firms and the clients to whom they assign workers may not discriminate against the workers on the basis of race, color, religion, sex, national origin, age, or disability. It also makes clear that the client must treat the staffing firm worker assigned to it in a non discriminatory manner, and that the staffing firm must take immediate and appropriate corrective action if it learns that the client has discriminated against one of the staffing firm workers." Source: "Enforcement Guidance: Application of

**EEOC Case No.
480-2022-05516**

EEO Laws to Contingent Workers Placed by Temporary Employment Agencies and Other Staffing Firms”. If AMG was taking appropriate corrective action — which it did not—it would have informed Johnson of the results and given him a fair and impartial opportunity to respond: this was never afforded to Johnson by any of the companies involved. If both the staffing firm and its client have the right to control the worker, and each has the statutory minimum number of employees, they are covered as "joint employers.” (EEOC) “An entity that has enough employees to qualify as an employer under the applicable EEO statute can be held liable for discriminating against an individual who is not its employee. The anti-discrimination statutes not only prohibit an employer from discriminating against its own employees, but also prohibit an employer from interfering with an individual's employment opportunities with another employer.¹⁷ Thus, as staffing firm that discriminates against its client's employee or a client that discriminates against a staffing firm's employee is liable for unlawfully interfering in the individual's employment opportunities.” (EEOC) “Thus, a staffing firm is liable if it honors a client's discriminatory assignment request or if it knows that its client has rejected workers in a protected class for discriminatory reasons and for that reason refuses to assign individuals in that protected class to that client. Staffing Firm: The firm is liable if it participates in the client's discrimination. For example, if the firm honors its client's request to remove a worker from a job assignment for a discriminatory reason and replace him or her with an individual outside the worker's protected class, the firm is liable for the discriminatory discharge. The firm also is liable if it knew or should have known about the client's discrimination and failed to undertake prompt corrective measures within its control.” <https://www.eeoc.gov/laws/guidance/enforcement-guidance-application-eeo-laws-contingent-workers-placed-temporary>

28. AMG claims that Williams Lea investigated a complaint by Mathews and that was the reason for ending the assignment. AMG has provided no proof of that. Johnson request the EEOC demand proof from AMG that Williams Lea investigated Johnson and determined his job related communication were improper. All text messages with Johnson and all Activision-Roth-RHI-and Williams Lea employees and /or contractors are incorporated herein by reference.

**EEOC Case No.
480-2022-05516**

CONCLUSION

The alleged draft of Cortez Mathews, which AMG erroneously calls a “complaint” at Exhibit D, is loaded to the Mailroom Portal at Activision. See attachment of the email minus attachments. Numerous Activision employees and administrators, as well as Williams Lea, Robert Half International employees, and others yet to be named, have access to the Cortez Mathews email and Mailroom portal. That the email at about 10:30 am received widespread coverage further created a hostile working environment for Johnson. If AMG viewed the Mathews email as a complaint, then it should be noted that shortly thereafter Mathews deleted the email into the trash folder. That is where Johnson retrieved it from. If it was meant to be a complaint as AMG alleges, why was it moved to the trash bin?

I ask that the EEOC demand from AMG a copy of the signed and verified sexual harassment complaint against Johnson alleged by AMG attorney Jennifer Simonson. I ask that the EEOC demand from AMG a detailed explanation who why what where when of any meetings that were held with Williams Lea and what verbal complaints were made, if any, to substantiate that Johnson made communications to Cortez that were improper.

The draft presented by Cortez Mathews is proof Johnson was retaliated against and proof, coupled with the totality of circumstances by AMG attorney Jennifer Simonson. Cortez himself in his email states the attachment is a “Incident Report Activision”; it is not final and not signed or dated nor addressed to anyone. He also indicates in the draft that whoever wrote it has not reported it as a complaint. AMG is mistaken in calling it a complaint and basing its entire position statement on a complaint(s) that do not exist and that AMG has not provided evidence of existence. The AMG admits knowledge before the discharge date of Johnson, that he experienced hostile work conditions in that he was denied the use of a company cell phone and used his personal vehicle to conduct Activision business.

AMG purposely ignores the 8/08/22 package which explains Johnson’s side of the story in fighting against the fabrication of Cortez Mathews. AMG has never wanted to give Johnson a fair and impartial hearing of the matter.

The allegations of the complaint are therefore proven; Roth staffing has not raised a legitimate reason for its actions. The respondent ROTH staffing did not conduct an adequate investigation into my sexual harassment complaint, including but not

**EEOC Case No.
480-2022-05516**

limited to an investigation by Roth Human Resources. AMG in its position statement admits it not conduct any investigation whatsoever of any of complainant's charges, nor did AMG provide JOHNSON with due process. "An inadequate investigation is evidence of pretext." Mendoz v Western Medical Center of Santa Ana (Cal.App.4th 2014).

I believe I have been discriminated against because of my sex or sexual orientation and retaliate against for participating in a protected activity and violation of title VII of the civil rights act of 1964 as amended and my age 69 in violation of the age discrimination in employment act of 1967 as amended.

Sincerely,

Geary J. Johnson

15 pages plus

Attachments:

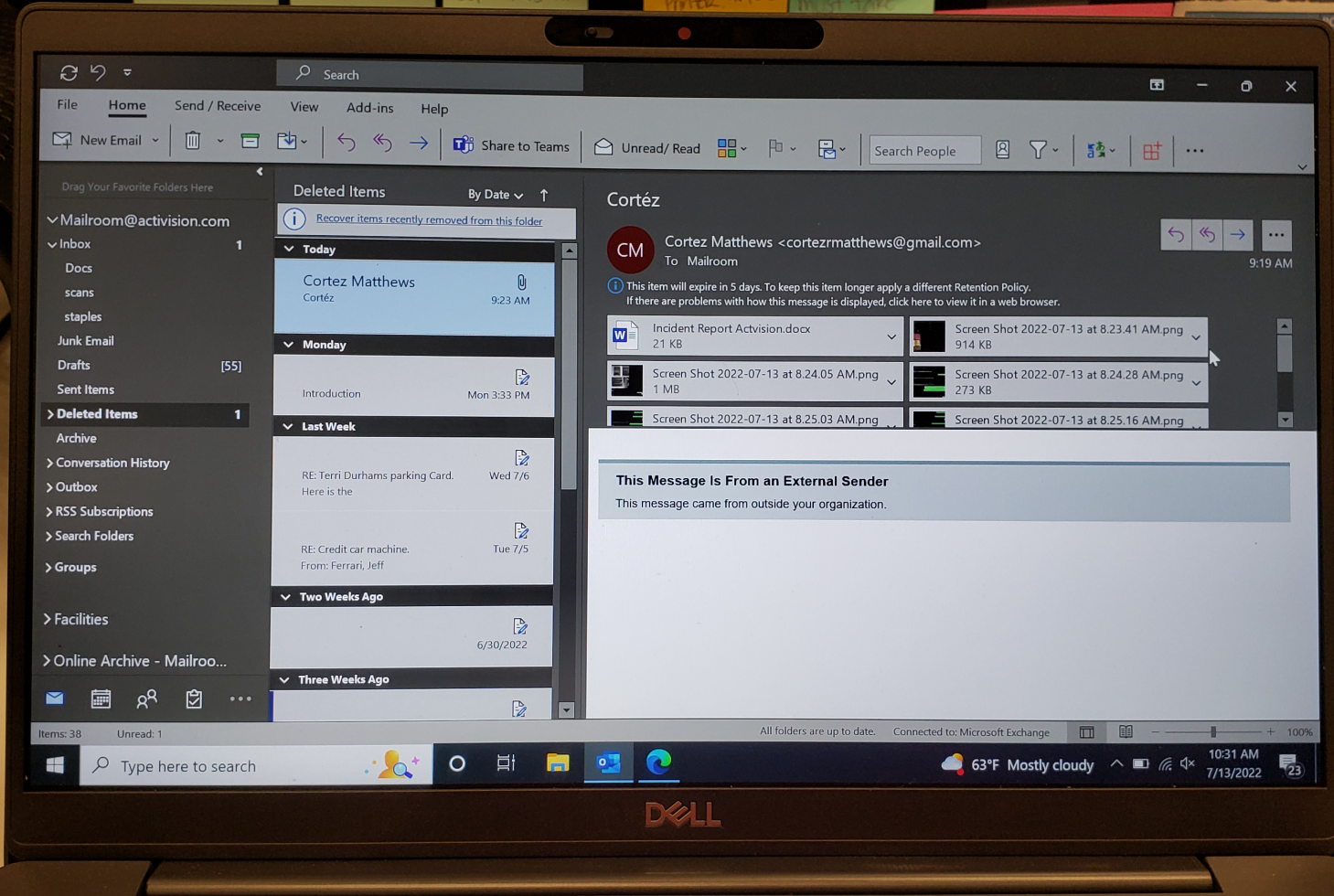
2022-7-13 email from Brooke exchange

2022-3-1 List supplied from Chris Jenkins and naming Brian Smith as Activision who directs JOHNSON work

2022-7-13 Cortez email without the attachments and claiming Incident Report Activision

Text messages with Brian Smith directing duties of JOHNSON

**EEOC Case No.
480-2022-05516**



Kristin Connelly
Denise Jones II
Sophia Washam
Ariette #100
must take

22.2104
2212.87
220124

Vendor	PO#
ARM Facilities	212718
ARM Parking SD	207195
ARM Parking TPF	216659
ARM Parking Validations	216671
Iron Mountain	212720
Iron Mountain F962	212710
Line	212995
Unsource	212994

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- Inbox 1
- Docs
- scans
- staples
- Junk Email
- Drafts [55]
- Sent Items
- Deleted Items 1**
- Archive
- Conversation History
- Outbox
- RSS Subscriptions
- Search Folders
- Groups
- Facilities
- Online Archive - Mailroo...

Deleted Items By Date ↑

Recover items recently removed from this folder

Today

Cortez Matthews
Cortez 9:23 AM

Monday

Introduction Mon 3:33 PM

Last Week

RE: Terri Durhams parking Card. Here is the Wed 7/6

RE: Credit car machine. From: Ferrari, Jeff Tue 7/5

Two Weeks Ago

6/30/2022

Three Weeks Ago

Items: 38 Unread: 1

Cortez

CM Cortez Matthews <cortezmatthews@gmail.com> To Mailroom 9:19 AM

This item will expire in 5 days. To keep this item longer apply a different Retention Policy. If there are problems with how this message is displayed, click here to view it in a web browser.

Incident Report Activision.docx 21 KB

Screen Shot 2022-07-13 at 8:23.41 AM.png 914 KB

Screen Shot 2022-07-13 at 8:24.05 AM.png 1 MB

Screen Shot 2022-07-13 at 8:24.28 AM.png 273 KB

Screen Shot 2022-07-13 at 8:25.03 AM.png

Screen Shot 2022-07-13 at 8:25.16 AM.png

This Message Is From an External Sender
This message came from outside your organization.

All folders are up to date. Connected to: Microsoft Exchange

DELL



Geary

7:30-8:00 am

10 am WG Olympic building suite 100 and 150
Suite 100

check coffee machines and supplies
Turn on latte machines

Calarado Building
Suite 300

check coffee machines and supplies
Turn on latte machines

8:00 AM

Pen Factory

check coffee machines and supplies
Turn on latte machines

9 - 10 am

Coffe supplies, snacks, and sodas 4 kitchens
Check executive kitchen
Check conference room fridge

10 -11 am

Conference rooms and office supplies

After Lunch Repeat

RECEIVED

3-1-22

Geary
2 PGS.

from
CHRIS
JENKINS

Contact information

Chris Jenkins
3104264419
Bobby Gallardo
3107451151
Geary Johnson
3238073099
Rodrigo Perez-Santiago
3237150659
Clarence Bell
4243027332
Alicia Martinez
3104635129
Brian Smith
3109625562

RE: Per your call to end assignment at Activision immediatelY

From: Brooke Tyrrell (btyrrell@adamsmartingroup.com)

To: tainmount@sbcglobal.net

Date: Wednesday, July 13, 2022 at 12:47 PM PDT

Thank you for leaving everything. Just fill out the timecard for the hours you worked today.

Brooke Tyrrell | Market Director
Adams & Martin Group
213.459.5554

Our Purpose: To make life better for the people we serve.®

From: G Johnson <tainmount@sbcglobal.net>
Sent: Wednesday, July 13, 2022 12:18 PM
To: Brooke Tyrrell <btyrrell@adamsmartingroup.com>
Subject: Per your call to end assignment at Activision immediatelY

I have left the job site. Since no one was there to see me off, I left the badge, laptop, two parking passes, and key fob, at the location.

Should I fill the time card out for the whole day ?

Geary Juan Johnson
Phone 323-807-3099

Redacted Text messages at Activision

June 19 @10:52 am
Brian Smith

Who told you to add water to the milk?

Geary Johnson
Bobby. I texted and called Chris to verify so he did say and I relayed to Gelela and Cortex who were standing with me

Brian
So Bobby said to add water to the milk if it is low?
So are you saying Chris agreed that this was an acceptable solution to low milk?

Geary
That is my recall. Remember he also said to mix the milk if low.

(Editor: meaning mix old milk with new milk. Later Chris would say don't do it, then he would change again and say it is ok to do so if the different containers have the same expiration date. My opinion to myself is that I object because that is cross contamination. I am feeling at the time no one is listening so I decide to text Brian again. WTF.)

June 19@1:12 pm
Geary

My two cents. Often we get prepared food on Wednesdays. Leftovers are sometimes refrigerated for the next day. The best info I see online is cold food should be covered w ice underneath and hot food with heated servers underneath. Mainly, food should not be kept (exception desserts) longer than 2 hours as safe food handling. Often we set the food out at 11 am to 3 or 4 pm. That is well past 2 hours. Then we put some in the frig and pull it out the next day for another 2 hours. I think the department should be on the same page with this so hospitality as well as housecleaning agree. My two cents.

(Editor note: That is the last communication with Brian Smith. But it appears Brian has forwarded the information to Chris Jenkins).

6:47 pm.

Chris

I talked to Leslie (Roth staffing) about using your car (and mileage for using it for company business). We can catch up about that tomorrow. Also did you start a text chain with Bobby and Brian about the kitchens? If so me I should be on it and you can remove Brian he won't want to be on it.

July 6, 2022 @ 1:38 pm

(Editor: I have not been supplied a company phone and I refuse to use my personal cell phone but Chris texts me anyway.)

Chris:

If you are at the Water Garden, please come back to Pen. I need your help.

(July 6, 2022 is that last text with Chris because I stop using my personal cell phone for company business. It is July 6 and there is no mention in the text messages about any complaints from Cortez Mathews about me. GJ)

June 13, 2022

10:48 am

Geary to Cortez

(This occurs after Cortez expresses that he feels I am not giving Gelela enough training on the copy machines.)

Thanks for your excellent ideas. I did not want to show Gelela the copy machines right now because the coffee, snacks, and sodas need to be completed first.

Cortez

All good, wasn't tripping. Just was a little confused on why she wasn't getting taught something I was getting taught. I know you mentioned someone taught her last week, but someone, you, taught me last week as

well. A little extra training for all of us is fine. No need to clear it up tho, didn't give it much thought.

Geary
Good thinking.

(Editor: doesn't seem to be a complaint about my conduct towards Cortez in that exchange.)

Wednesday Mar 30, 2022 at 8:57 am.

From Chris to Geary.

Good morning! I will be in shortly. Can you do me a favor. Clean the same two machines you helped me out with yesterday they were giving me trouble again....

Friday, March 18, 2022 at 7:32 am

Chris to Geary.

Good morning sir. At the Colorado building both machines are turned off and need turned on the water also needs turned on.

Wednesday, March 16, 2022 at 7:28 a.m.

Chris to Geary.

Good morning Geary. Will you do me a favor and brew a pot of coffee at the Penn Factory and take it to suite 300 across the street. Thanks you.

Sunday, June 19, 2022 at 6:47 pm

Chris to Geary.

I talked to Leslie from Robert Half. About using your car. We can catch up about that tomorrow. Also did you star a text chain with Bobby and Brian about the kitchens? If so, add me I should be on it and you can remove Brian he won't want to be on it.

Other Text Messages re Brian Smith

Monday, March 28, 2022 at 10:08 p.m.

Brian to Geary and Rodrigo.

("Brian created this group MMS with you and 2 others")

Geary and Rodrigo, please be careful not to store the milk in the freezer. This is what I found at 3rd floor WG this afternoon. (Picture of inside frig). Not sure what happened here...milk will need to be thrown out tomorrow. Thanks, Brian.

May 20 2022 at 5:16 pm

Geary to Chris:

Brian gave me paint cans to put under the stairs by the theatre. But the door is locked. So I put the paint cans by the door. Space under the theatre.



Tuesday, Mar 8 • 11:03 AM

Good morning
Geary thanks
for the update.
I am doing
some trading. I
will be in later.
The technician
will be there
in about 39
minutes to
check out the



← Brian × ⋮

1/1 results found < >

milk will need to be thrown out tomorrow. Thanks, Brian



Yes. Will do. Geary

Brian Activision

Thank you.

Friday, Jun 17 • 2:41 PM

Text mes...



← Brian × ⋮

1/1 results found < >

Geary and Rodrigo, please be careful not to store the milk in the freezer. This is what I found at 3rd floor WG this afternoon. Not sure what happened here,



⊕ 📷 Text mes... 😊 🎤

← Brian × ⋮

1/1 results found < >

Monday, Mar 28 • 10:08 PM



Brian created this group MMS with you and 2 others

Brian Activision



⊕ 📷 Text mes... 😊 🎤