

Sunday, March 5, 2023

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Via EEOC Portal Upload

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

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

1. AMG states unnumbered page 3 under Complaint Procedure: “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.” AMG position statement admits that when confronted with the COMPLAINANT complaint around June 20, 2022, AMG, and its admitted contractors, does not afford any response that is “fairly, timely, and thoroughly investigated by an impartial qualified person” nor does AMG and its joint contractors provide COMPLAINANT JOHNSON due process or confidentiality, regarding the JOHNSON complaint; the alleged CORTEZ complaint circa July12 that is undated, unsigned, and otherwise unverified but says “Incident Report Activision” is also evidence that JOHNSON is not afforded a fair, timely, and thorough

investigate or due process. Without questioning by the EEOC of parties under oath, it is difficult to determine when the Incident Report Activision, as an attachment to a Cortez email, was actually drafted.

2. Even though the AMG is in possession of JOHNSON's response of 8/8/22 to the Incident Report Activision of Mathews, AMG unfairly does not mention JOHNSON's response. This is further proof that AMG has denied JOHNSON a fair, timely, and thorough investigation by an impartial qualified person and JOHNSON is denied due process. JOHNSON has continued to have an employment relationship with AMG in that AMG contacts him with employment openings.
3. AMG maintains there is no evidence that the conversation with JOHNSON and MATHEWS occurred around June 9, 2023. False. The narrative of Cortez Mathews attachment to the email and called Incident Report Activision, proves that there was a conversation of a sexual nature even though disputes much of the Cortez recall. The eight page narrative submitted by Mathews—although there is no verified author—is chock full of sex related allegations which proves that the JOHNSON complaint in the totality was concerning a series of acts, not just a single incident.
4. The actions of the Mathews Incident Report Activision occurred while AMG was contracted with RHI, Williams Lea, and Activision. AMG knew about the Mathews allegations, or should have known about them. AMG is liable because of its contractual relationship with stated companies.
5. On page 6 AMG alleges "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)." It is complainant's position that he has established a prima facie case. JOHNSON is over 40 years old which AMG is aware of due to JOHNSON's employment application; JOHNSON was performing his job more than satisfactorily because his assignment was extended at some point, he took on new duties not in the original AMG agreement, and he was assigned to train workers Gelilia and Cortez; and finally, JOHNSON was discharged under circumstance giving rise to an inference of discrimination. AMG admits that it clearly was going to discriminate against JOHNSON was removing him from the assignment without pay, that AMG had the intent and authority terminate JOHNSON from the employment assignment. I use the words "discharge" "terminate" "employment" interchangeably because definitions can differ. AMG infers that JOHNSON is still "registered" with AMG for employment assignments, and thus still employed by AMG, but the EEOC recognizes that the termination of employment with the Activision location position was entered into by the contractual relationship between all companies, i.e Activision's Brian Smith (it is alleged) instructed Robert Half International to instruct Williams Lea to direct AMG to terminate JOHNSON's employment. The termination from the Activision assignment, as stated herein by recall of EEOC regulations, is a joint act of the companies involved.
6. Further evidence is that AMG maintains that it employs one of the workers named in the alleged sexual harassment complaint of Cortez, indicating AMG has a direct relationship with either Cortez or Gellila.
7. Due to the dispute over the Incident Report Activision, AMG is without authority to claim "Williams Lea ended his assignment after conducting an investigation regarding Mr. Cortez's complaint that Complainant had made inappropriate statements to him ". Without offering proof of the specific investigation and what the specific alleged inappropriate statement were, which would clearly be disputed in the 8/22/22 and other documents presented by JOHNSON, AMG has not established how it was informed about the Williams Lea Investigation; was AMG a party to the investigation as it appears, or is the AMG

engaged in hearsay that should not be admitted in evidence by the EEOC. AMG offers no evidence that proves JOHNSON made inappropriate comments, so that the AMG cannot escape the inference that it participated in the retaliatory termination from employment of JOHNSON.

8. AMG's statement proves that Cortez Mathews was a similarly situated younger employee of the AMG-RHI-Williams Lea-Activision contracts who was the subject of a complaint concerning conduct. Emails show that the AMG acted under contract to RHI, of which Brook Tyrrell and Chris Jenkins admitted such agreement, and that contractual agreement makes AMG liable for all allegations of unlawful conduct.
9. AMG states, "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." This entire statement of AMG is false based on my Response to their position statement and this supplemental response. Due to the contractual relationship with AMG and the other companies named herein, AMG is liable for the age discrimination, sexual harassment, retaliation, termination of employment, and other allegations. AMG had involvement in the Williams Lea alleged investigation because AMG was under contract to Williams Lea. AMG failed to provide JOHNSON a fair and impartial investigation and AMG denied JOHNSON due process. Williams Lea, RHI, and Activision acted in concert to fabricate the Cortez Incident Report Activision, and to terminate the JOHNSON employment, and they did so under the full authority of their agreement with AMG.
10. I realize that the EEOC has had and may still have contractual relationships with RHI.

Sincerely,

Geary J. Johnson