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19 *Attorneys for Plaintiff COURTNEY J. ROGERS*

20 UNITED STATES DISTRICT COURT
 21 SOUTHERN DISTRICT OF CALIFORNIA

22 COURTNEY J. ROGERS, an
 23 individual,
 24
 25 Plaintiff,
 26
 27 v.
 28 COMPASS GROUP USA, INC., a
 Delaware Corporation; and DOES 1-
 10, inclusive,
 Defendants.

Case No.: '23CV1347 TWR KSC

COMPLAINT FOR DAMAGES

JURY TRIAL DEMANDED

Plaintiff COURTNEY J. ROGERS brings this Complaint against Defendant COMPASS GROUP, USA, INC. (“COMPASS”), its employees, agents, and successors in office, and in support thereof alleges the following:

///

1 **INTRODUCTION**

2 1. In early 2022, COMPASS—one of the largest companies in the world—
3 devised a “diversity” program that it misnamed “Operation Equity.” The program
4 offered only women and persons of color the opportunity to participate in training and
5 receive mentorship, with a promise of guaranteed promotion. The program’s accurate
6 name would have been “White-Men-Need-Not-Apply.” The program was motivated
7 by racial animus against white men held by certain members of COMPASS’s senior
8 management. COMPASS executives like JOANN CANADAY, Vice President of
9 Human Resources Operations (Canteen), and RALENA ROWE, Vice President of
10 Talent Acquisition, stated that the program was intended to “right the wrongs of the
11 last hundred years.” And they threatened would-be opponents of their program: “This
12 is the direction the world is going, jump on the train or get run over.” And they
13 proclaimed: “We are not here to appease the old white man.” Of course, RALENA
14 ROWE and JOANN CANADY anticipated that “There would be a homogenous
15 group of people against this program,” and they planned to draft a response to
16 objections made by people in that “*homogenous*” group.

17 2. As a human resource employee at COMPASS in 2022, Plaintiff
18 COURTNEY ROGERS could not “jump on that train.” ROGERS was contacted by
19 MICHAEL GRUBER, Senior Vice President of Talent Acquisition, who made false
20 and deceptive promises to ROGERS, and guaranteed ROGERS that there would be
21 no retaliation against her for expressing her concerns. GRUBER also falsely assured
22 ROGERS that she could be assigned to different duties as an accommodation.
23 ROGERS trusted GRUBER with her concerns and told GRUBER that a White-Man-
24 Need-Not-Apply program violated EEOC guidelines, COMPASS’s anti-
25 discrimination policies, and ROGERS’s core values and beliefs. She asked for an
26 accommodation so that she would not have to work on the program. And GRUBER
27 purported to agree.

28 ///

1 3. But GRUBER was not a man of his word: Within about two weeks,
2 GRUBER himself terminated ROGERS saying that COMPASS's and ROGERS's
3 values were not reconcilable. Further, on behalf of COMPASS, GRUBER and others
4 in senior management tried to cover up what they were doing. While GRUBER had
5 previously praised ROGERS for her good work, the termination letter COMPASS
6 sent to ROGERS said that she had been terminated for “unsatisfactory performance.”
7 Finally, before filing this action, and pursuant to a statutory request by ROGERS,
8 COMPASS produced ROGERS's personnel records—Those documents contained no
9 negative performance reviews.

10 4. The fact that ROGERS got “run over” by COMPASS, GRUBER,
11 CANADAY, AND ROWE is exactly what CANADAY and ROWE promised would
12 happen to opponents of the White-Men-Need-Not-Apply program.

13 5. COMPASS's despicable conduct violates federal and state anti-
14 discrimination laws.

15 6. Accordingly, ROGERS seeks damages for the harm COMPASS has
16 done to her.

17 **JURISDICTION AND VENUE**

18 7. This court has original jurisdiction of this action pursuant to 28 U.S.
19 Code § 1331 because various of Plaintiff's claims against Defendant COMPASS arise
20 under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000(e) *et. seq.*, and 29
21 C.F.R. §1605 *et. seq.*

22 8. This court also has original jurisdiction of this action pursuant to 12
23 U.S.C § 1332(a). While she worked for COMPASS, ROGERS resided in and was
24 assigned to work by COMPASS from her home in San Diego, California. Further,
25 ROGERS has maintained her citizenship in Ohio, because her spouse is active-duty
26 military and subject to being reassigned to work in different states. Further,
27 COMPASS is incorporated in Delaware with its principal place of business in
28 Charlotte, North Carolina. Finally, ROGERS has been damaged in excess of

1 \$1,000,000, according to proof at trial.

2 9. In the alternative, this court would have supplemental jurisdiction over
3 all other claims alleged herein under state law because they are so related to claims in
4 the action within such original jurisdiction that they form part of the same case or
5 controversy under Article III of the United States Constitution. 28 U.S.C. § 1367(a)

6 10. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) and (c),
7 and because Defendant may be found in this District, Defendant employed Plaintiff
8 to work in this District, and a substantial part of the events giving rise to claims
9 presented in this Complaint occurred in this District.

10 **PLAINTIFF**

11 11. Plaintiff COURTNEY J. ROGERS is an individual who at all times
12 herein was employed by Defendant COMPASS GROUP USA, INC., and who worked
13 for COMPASS from her home office in San Diego, California.

14 **DEFENDANT**

15 12. COMPASS GROUP USA, INC. (“COMPASS”) is a Delaware
16 corporation with its principal headquarters in Charlotte, North Carolina, with
17 operations and employees throughout the United States, including California.

18 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

19 **I. FEDERAL EQUAL EMPLOYMENT OPPORTUNITY COMMISSION**
20 **(“EEOC”).**

21 13. Plaintiff filed two administrative complaints against COMPASS with the
22 EEOC within the applicable statutory period concerning Plaintiff’s claims arising
23 under Title VII of the Civil Rights Act of 1964, as amended (“Title VII”).

24 14. On April 21, 2023, Plaintiff filed a charge with the EEOC against
25 COMPASS based on retaliation in violation of Title VII. Case No. 471.2023-2255
26 (“EEOC Charge-1”).

27 15. On April 25, 2023, the EEOC issued a Determination of Charge and
28 Notice of Your Right to Sue on EEOC Charge-1. This complaint is filed within ninety

1 days of Plaintiff receiving the right-to-sue letter.

2 16. On July 11, 2023, ROGERS filed a charge with the EEOC against
3 COMPASS based on religious discrimination in violation of Title VII. Case No. 430-
4 2023-03275 ("EEOC Charge-2").

5 17. Through no fault of her own, Plaintiff has not yet received a right-to-sue
6 letter for EEOC Charge-2. However, Plaintiff is entitled to a right-to-sue letter, and
7 based on information and belief, a right-to-sue letter on EEOC Charge-2 is
8 forthcoming. This lawsuit is being filed at this time to meet the statutory deadline
9 related to EEOC Charge-1. Further, a right-to-sue letter for both religious
10 discrimination and retaliation has been issued by the relevant California state agency,
11 *infra*. Accordingly, the filing of this action will not preclude the EEOC from
12 performing its administrative duties on EEOC Charge-2, nor will it prejudice
13 COMPASS.

14 **II. CALIFORNIA CIVIL RIGHTS DEPARTMENT.**

15 18. Plaintiff also filed an administrative complaint against COMPASS with
16 the California Civil Rights Department ("CRD") for religious discrimination and
17 retaliation in employment in violation of California's anti-discrimination laws, as
18 follows:

19 19. On or about July 10, 2023, ROGERS filed a charge with the CRD against
20 COMPASS based on religious discrimination and retaliation under California
21 Government Code § 12926 *et seq.* ("CRD Charge").

22 20. On or about July 10, 2023, the CRD issued a Notice of Case Closure and
23 Right to Sue on the CRD Charge.

24 **STATEMENT OF FACTS**

25 **I. ROGERS HIRED TO PROCESS INTERNAL PROMOTIONS FROM**
26 **HER HOME OFFICE IN SAN DIEGO.**

27 21. On August 9, 2021, COMPASS hired Plaintiff as a "Recruiter, Internal
28 Mobility Team." Her job duties included processing internal promotions, which

1 included posting job listings, reviewing applications, conducting interviews when
2 necessary, writing and sending offer letters, conducting background checks, ordering
3 drug tests, initiating and reviewing onboarding, and ensuring personnel updates are
4 reflected in the system.

5 22. From August 2021 to her termination, ROGERS consistently received
6 informal positive performance feedback from her colleagues and supervisors.

7 23. At all times, COMPASS employed ROGERS to work remotely. She was
8 assigned to work remotely from her home office in San Diego, California; when she
9 traveled, she was allowed by COMPASS to work from different locations around the
10 country.

11 **II. COMPASS GROUP USA, INC.**

12 24. COMPASS is one of the largest employers in the world. COMPASS
13 operates in 40 countries with 55,000 client locations and over 400,000 employees
14 worldwide. COMPASS GROUP is the umbrella over about 11 main sectors,
15 including Eurest, Levy, FLIK, Chartwells, Restaurant Associates, Canteen, Morrison,
16 Crothall, Bon Appetit, TouchPoint, and FoodBuy. These sectors provide contracted
17 food and environmental services to their clients in schools, colleges, office buildings,
18 senior living communities, airports, tourist attractions, sports venues, remote camps,
19 military installations, and more. Anywhere food services are needed, COMPASS can
20 be contracted to provide their services. Because of this, COMPASS is located in every
21 state and major city in one capacity or another. Over 280,000 employees in the United
22 States work under the umbrella of COMPASS GROUP.

23 25. On information and belief, COMPASS also employs thousands of
24 employees in California. COMPASS's clients in California include Dodger Stadium,
25 San Francisco International Airport, Chevron Headquarters, Rose Bowl Stadium,
26 Uber, Snapchat, Pepperdine University, Netflix, Disney Studios, NBC Universal, and
27 many more.

28 26. Contrary to the narrative COMPASS stated through GRUBER to justify

1 COMPASS’s discriminatory conduct described hereafter, COMPASS has recently
2 won the following awards or recognitions regarding diversity:

- 3 • Newsweek: America's Greatest Workplaces for Diversity 2023;
- 4 • Forbes: Best Employers for Diversity 2022, 2021, 2020, 2019, 2018;
- 5 • Forbes: Best Employers for Women 2021, 2019;
- 6 • Diversity Employers Magazine’s Top 100: Compass Group Moves up
7 list 2012.

8 **III. OPERATION EQUITY -- “WHITE-MEN-NEED-NOT-APPLY”**
9 **PROGRAM.**

10 27. In or about March 2022, COMPASS began to design and implement
11 something it falsely called "Operation Equity." It was purportedly a "diversity"
12 program that offered qualified members special training and mentorship and the
13 promise of guaranteed promotion. However, this was not a "diversity program" –
14 Only "women and people of color" were allowed to participate. White males were
15 specifically excluded, including from applying for the program, participating in the
16 program, and receiving the program’s benefits of training, mentorship, and
17 guaranteed promotion. Accordingly, what COMPASS falsely labeled as “Operation
18 Equity” was a discrimination program against white males and intended to deny white
19 males employment opportunities and benefits made available by COMPASS to
20 women and people of color.

21 28. In calling the program "Operation Equity," COMPASS used a
22 euphemistic and false title to hide the program's true nature. In this pleading,
23 therefore, the program will be referred to by an accurate descriptor: the "White-Men-
24 Need-Not-Apply” program.

25 29. Further, COMPASS’s program is not intended to be remedial; it is a
26 program of “outright racial balancing,” which is patently unlawful. It is a pretextual
27 program promoted by people, including RALENA ROWE and JOANN CANADAY,
28 who harbor racial animus against white men.

1 30. The discriminatory program was approved and promoted by the highest
2 levels of COMPASS management, including JOANN CANADAY, Vice President of
3 Human Resources Operations (Canteen), RALENA ROWE, Vice President of Talent
4 Acquisition, and MICHAEL GRUBER, Senior Vice President of Talent Acquisition.

5 **IV. GRUBER'S TELEPHONE CALLS TO ROGERS.**

6 **A. October 14, 2022 Call: Michael GRUBER's False Statements to**
7 **Coax ROGERS Into Believing That She Could Share Her Concerns**
8 **Without Retaliation.**

9 31. On October 14, 2022, senior management at COMPASS, GRUBER,
10 engaged in a deceitful and false conversation with Plaintiff.

11 32. In this conversation, GRUBER stated that COMPASS needed to catch
12 up in having racial diversity and the program was needed to address that alleged issue.
13 GRUBER did not acknowledge that COMPASS was already a highly rated and
14 awarded company in the area of diversity.

15 33. GRUBER assured Plaintiff that there would be no retaliation against her.
16 GRUBER falsely stated, "Rest assured there will be no retaliation." He also said, "I
17 absolutely know as a fact that nobody intends to retaliate against you. Even though
18 you might be worried about that Courtney, I am 100% confident that based on what
19 you've accomplished to date that that will absolutely not be a problem."

20 34. ROGERS performed her job duties for COMPASS well and received
21 positive informal reviews and praise from her supervisors and colleagues.

22 35. Further, ROGERS interpreted GRUBER's statements as a guarantee that
23 retaliation would not occur.

24 36. GRUBER made these false representations to coax ROGERS into
25 disclosing her concerns and complaints.

26 37. Further, on multiple occasions during the October 14, 2022 call,
27 GRUBER assured ROGERS that COMPASS would accommodate her request not to
28 work on the program and that COMPASS would not force her to perform those

1 responsibilities.

2 38. In reliance on GRUBER’s false promises and assurances, ROGERS
3 informed GRUBER that the White-Men-Need-Not-Apply Program violated
4 COMPASS’S policies, including its Equal Employment Opportunity and anti-
5 discrimination policies.

6 39. Also, in reliance on his promises and assurances, ROGERS informed
7 GRUBER that the White-Men-Need-Not-Apply Program violated her ethical beliefs
8 and that she wanted an accommodation.

9 40. Also, relying on GRUBER’s false statements, ROGERS shared specific
10 conduct by high-level management at COMPASS with GRUBER that had deeply
11 concerned her. ROGERS told GRUBER that these statements included:

- 12 • “THERE WILL BE A HOMOGENOUS GROUP OF
13 PEOPLE AGAINST THIS PROGRAM.” A statement
14 made by Joanne Canady on October 7, 2022. Plaintiff
15 interpreted that statement to be directed at white men.
- 16 • “THIS IS THE DIRECTION THE WORLD IS GOING,
17 JUMP ON THE TRAIN OR GET RUN OVER.” A
18 statement made by Joanne Canady on October 7, 2022.
- 19 • “WE ARE NOT HERE TO APPEASE THE OLD WHITE
20 MAN.” A statement made by RALENA ROWE on October
21 7, 2022.

22 41. GRUBER agreed that the statements were concerning and asked for
23 ROGERS’s permission to share those statements with ROWE. Based on GRUBER’s
24 promise that no retaliation would occur, ROGERS agreed that GRUBER could share
25 those statements.

26 42. Further, on October 7, 2022 when the statements were made that “a
27 homogenous group of people would be against this” and “We are not here to appease
28 the old white man,” RALENA ROWE said that COMPASS would need a written

1 response on how to respond to those objections to the program. ROWE asked
2 KRISTY VETTER to prepare that.

3 **B. The October 26, 2022 Call: COMPASS's Future Plan to Target**
4 **Asian Males.**

5 43. On October 26, 2022, ROWE and KRISTY VETTER led a call with the
6 Internal Mobility Team. She said that she had presented the program to other sectors
7 at COMPASS, and they had expressed interest in being included in the program when
8 it was expanded. ROWE gave an example of a "Compass Tech" group that was "very
9 heavy with Asian Males." She said that every sector had a different need and that the
10 program would be customized based on what that need looked like.

11 **C. The October 28, 2022 Call.**

12 44. On October 28, 2022, Plaintiff was again contacted by GRUBER and
13 JENNIFER HAYES.

14 45. GRUBER falsely told ROGERS that she could not be removed from
15 helping to lead this White-Men-Need-Not-Apply program. The program, GRUBER
16 falsely stated, was part of ROGERS's job duties. Further, GRUBER said that the
17 program was expected to be performed by her. This was contrary to what GRUBER
18 had told ROGERS in their October 14 call, when GRUBER indicated that
19 involvement in the program was voluntary and when GRUBER also said to her that
20 he saw no problem removing her from the program.

21 46. This was yet another false statement and deception by MICHAEL
22 GRUBER: As GRUBER knew, and as ROGERS reminded him during the call, the
23 White-Men-Need-Not-Apply program did not exist when she was hired in August
24 2021, and did not begin to be designed until March 2022. Moreover, as GRUBER
25 knew, the White-Men-Need-Not-Apply program was not part of ROGERS's job
26 description in August 2021, or at any time thereafter. A true and correct copy of a job
27 description that applied to ROGERS is attached hereto as Exhibit "A."

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1 47. ROGERS informed GRUBER that COMPASS's White-Men-Need-Not-
2 Apply program took approximately 2-3 hours per week of ROGERS's work time each
3 week. Further, ROGERS had worked with teammates to devise a practical and
4 efficient manner so that one of her teammates would do any work that ROGERS was
5 assigned for the program. This would not increase the workload of her teammate
6 because ROGERS and her teammate agreed that ROGERS would perform duties
7 assigned to her teammate, which were already part of ROGERS's job description.

8 48. ROGERS also informed GRUBER that the White-Men-Need-Not-
9 Apply program went against her core values and beliefs, and she believed the program
10 was unethical.

11 49. ROGERS again asked for religious accommodation and proposed a
12 workable solution and accommodation, as mentioned above.

13 50. GRUBER refused to engage in the interactive process, and GRUBER
14 refused to discuss or consider any religious accommodation. Instead, GRUBER
15 wrongfully stated that she would not be removed from the program because it might
16 create headaches for GRUBER in the future. GRUBER suggested that ROGERS's
17 objection to the program revealed a fundamental difference between ROGERS and
18 COMPASS.

19 51. GRUBER also told ROGERS that she needed to decide what she would
20 do. ROGERS took GRUBER's statement as asking ROGERS to resign. ROGERS
21 told GRUBER that she refused to resign because she wanted to keep her job.
22 ROGERS again reiterated that she was only asking for an accommodation.

23 52. GRUBER ended the call by saying they would get back to her.

24 **D. The November 2, 2022 Telephone Call – GRUBER Completes His**
25 **Plan to Terminate ROGERS In Violation of Title VII and In**
26 **Retaliation for ROGERS's Opposing the Discriminatory Plan and**
27 **Requesting a Reasonable Accommodation.**

28 53. On November 2, 2022, GRUBER and Hayes called ROGERS and

1 terminated her effective November 3, 2022. ROGERS asked for the reason for
2 termination. The reason stated was for "failure to perform job duties." On November
3 4, 2022, COMPASS sent a letter to ROGERS falsely stating that she was
4 "involuntarily terminated due to Discharge, Unsatisfactory Performance."

5 **V. COMPASS’S WRITTEN STATEMENTS AND POLICIES**
6 **INCORPORATE ANTI-DISCRIMINATION AND NO-RETALIATION**
7 **LANGUAGE, SUPPORTING ROGERS’S GOOD FAITH BELIEF**
8 **THAT A COMPASS EMPLOYMENT PROGRAM THAT EXCLUDED**
9 **WHITE MALES VIOLATED EEOC GUIDELINES, AND GIVING**
10 **ROGERS A FALSE ASSURANCE THAT SHE COULD REPORT HER**
11 **CONCERNS TO COMPASS MANAGEMENT WITHOUT**
12 **RETALIATION.**

13 54. In the Talent Acquisition Recruiter job description, COMPASS included
14 the following EEOC policy promise to applicants like ROGERS:

15 “At Compass, we are committed to treating all Applicants and
16 Associates fairly based on their abilities, achievements, and
17 experience **without regard to race**, national origin, **sex**, age,
18 disability, veteran status, sexual orientation, gender identity, or any
19 other classification protected by law.”

19 See Exhibit “A” attached hereto.

20 55. Further, COMPASS’s written policies coaxed ROGERS into believing
21 she should bring her concerns about the White-Men-Need-Not-Apply program to the
22 attention of COMPASS’s management because the program violated COMPASS’s
23 EEOC policies. Those policies also made ROGERS believe that she could express
24 her concerns about the program and be safe from retaliation. For example,
25 COMPASS’s policies included:

26 **2.1 EQUAL EMPLOYMENT OPPORTUNITY**

27 Compass Group is proud to be an equal employment opportunity
28 employer. It is the policy of the Company to provide equal
employment opportunity without regard to race, color, creed,

1 religion, disability, age, sex, marital status, pregnancy, child birth or
2 any related condition, sexual orientation, gender identity, gender
3 expression, transgender, national origin, citizenship status, veteran
4 status, genetic information, or any other basis protected by federal,
5 state, or local laws.

6 In this regard, the Company recruits, hires, trains, and promotes
7 qualified individuals in all positions without regard to race, color,
8 creed, religion, disability, age, sex, marital status, pregnancy, child
9 birth or any related condition, sexual orientation, gender identity,
10 gender expression, transgender, national origin, citizenship status,
11 veteran status, genetic information, or any other basis protected by
12 federal, state, or local laws. This Policy applies to all employment
13 related decisions and actions including, but not limited to,
14 compensation, benefits, disciplinary action, training, and leaves of
15 absence. The Company further provides reasonable
16 accommodations to Applicants and Associates with sincerely held
17 religious beliefs or disabilities, as required by federal, state, or local
18 law.

19 The Company complies with, and strictly enforces federal, state, and
20 local laws that prohibit discrimination, harassment, and retaliation,
21 including but not limited to the following laws (as amended): the
22 National Labor Relations Act of 1935; the Equal Pay Act of 1963;
23 Title VII of the Civil Rights Act of 1964; the Age Discrimination in
24 Employment Act of 1967; the Pregnancy Discrimination Act of
25 1978; the Americans with Disabilities Act of 1990; the Family
26 Medical Leave Act of 1993; the Uniformed Services Employment
27 and Reemployment Rights Act of 1994; the Genetic Information
28 Nondiscrimination Act of 2008; or other similar state or local laws.
The Company however, goes above and beyond these legal
requirements and strives to provide our Associates with a work
environment in which all Associates are treated in a fair and
respectful manner. Accordingly, an Associate may be subject to
discipline under this Policy even if his/her conduct does not
constitute a violation of applicable law.

All Associates are responsible for adhering to and enforcing the
Company's policy and commitment to equal opportunity. Each
Associate has the responsibility to immediately contact management
or Human Resources with any concerns of possible violations under
this Policy.

2.6 FAIR TREATMENT POLICY

It is the policy and practice of Compass Group USA, Inc., and its
affiliated companies (the "Company") to provide a work
environment for all Associates, Applicants, Interns, Volunteers, and

1 Contract Workers that is free from unlawful discrimination and
2 harassment based on race, color, creed, religion, disability, age, sex,
3 marital status, pregnancy, child birth or any related condition, sexual
4 orientation, gender identity, gender expression, transgender,
5 national origin, citizenship status, veteran status, genetic
6 information, protected concerted activity, or any other classification
7 protected by law (hereinafter “protected classifications”). Unlawful
8 discrimination and harassment will not be tolerated by any
9 Associates or Third Parties, including Customers, Clients, and
10 Vendors. Nothing in this policy is intended to prohibit Associates
11 from discussing their wages, benefits, or terms and conditions of
12 employment with each other or a third-party.

13 It is also the practice of the Company to provide a workplace that is
14 free of bullying and intimidating behavior by or towards co-workers,
15 customers, and vendors. Bullying is considered any threatening,
16 offensive, intimidating, or cruel behavior which humiliates,
17 belittles, or demeans any individual.

18 Finally, it is the practice of the Company to provide a workplace
19 with open communication, and that is free from retaliation or unfair
20 treatment against any individual that reports good faith concerns of
21 suspected violations of this Policy.

22 The Company complies with, and strictly enforces federal, state, and
23 local laws that prohibit discrimination, harassment, and retaliation,
24 including but not limited to the following laws (as amended): the
25 National Labor Relations Act of 1935; the Equal Pay Act of 1963;
26 Title VII of the Civil Rights Act of 1964; the Age Discrimination in
27 Employment Act of 1967; the Pregnancy Discrimination Act of
28 1978; the Americans with Disabilities Act of 1990; the Family
Medical Leave Act of 1993; the Uniformed Services Employment
and Reemployment Rights Act of 1994; the Genetic Information
Nondiscrimination Act of 2008; or other similar state or local laws.
The Company however, goes above and beyond these legal
requirements and strives to provide our Associates with a work
environment in which all Associates are treated in a fair and
respectful manner. Accordingly, an Associate may be subject to
discipline under this Policy even if his/her conduct does not
constitute a violation of applicable law.

25 **VI. COMPASS’S ACTIONS WERE DESPICABLE; PUNITIVE DAMAGES**
26 **ARE APPROPRIATE.**

27 56. COMPASS’S decisions and actions 1) to deny ROGERS a religious
28 accommodation and its refusal to engage in an interactive process to find an

1 accommodation for ROGERS; and 2) to terminate ROGERS in retaliation for
2 asserting both a legal and a religious objection to their discriminatory program, and
3 for requesting an accommodation not to work on that program, were actions taken
4 with malice and reckless indifference to the rights of ROGERS. Those actions
5 violated the specific requirements and prohibitions of federal and state anti-
6 discrimination laws; violated COMPASS's EEOC and Fair Treatment policies, and
7 violated the express promises of GRUBER, who coaxed ROGERS into sharing her
8 concerns with him based on GRUBER's false promises that her request for an
9 accommodation would be honored and his further false statement and guaranty that
10 ROGERS would not be subject to retaliation. GRUBER's actions were despicable.
11 Moreover, GRUBER did these things in concert with other members of the senior
12 management of COMPASS. Therefore, COMPASS is subject to punitive damages.

13 **FIRST CLAIM FOR RELIEF**

14 **Religious Creed Discrimination / Failure to Accommodate**
15 **in Violation of Title VII of the Civil Rights Act of 1964**
16 **(Against Defendant Compass Group USA, Inc.)**

17 57. All allegations set forth in this complaint are hereby re-alleged and
18 incorporated by reference.

19 58. In her employment with COMPASS, ROGERS was subjected to
20 unwanted discriminatory conduct because of her religious creed.

21 59. ROGERS has sincerely held religious beliefs, based on deeply and
22 sincerely held religious, moral, and ethical convictions, that people should not be
23 discriminated against because of their race.

24 60. ROGERS's religious beliefs conflicted with the job's requirements
25 because she was required to work on implementing something COMPASS called
26 "Operation Equity," an employment program designed to exclude white males from
27 opportunities for training, mentorship and promotion. COMPASS intentionally
28 discriminated in terms and conditions of training and promoting internal associates

1 based on race, directly violating federal and state anti-discrimination laws and
2 COMPASS's written anti-discrimination and Equal Employment policies and violated
3 ROGERS's religious beliefs.

4 61. COMPASS knew of the conflict between ROGERS's religious belief
5 and the job's requirement of implementing "Operation Equity." ROGERS submitted
6 multiple requests for a reasonable accommodation and exemption from her required
7 participation in "Operation Equity" on the following dates: October 7, 2022, October
8 14, 2022, and October 28, 2022.

9 62. On October 28, 2022, COMPASS informed ROGERS that COMPASS
10 would not provide her with a religious accommodation and that she had no choice but
11 to participate in "Operation Equity," which COMPASS knew ROGERS considered
12 illegal, immoral, unethical, and against her religious convictions.

13 63. COMPASS did not explore reasonable alternatives for accommodating
14 ROGERS, including excusing ROGERS from implementing "Operation Equity,"
15 permitting those functions to be performed by other employees, or otherwise
16 reasonably accommodating ROGERS's religious beliefs.

17 64. Instead, on November 2, 2022, COMPASS terminated ROGERS to
18 avoid accommodating ROGERS's religious beliefs.

19 65. Providing a religious accommodation to ROGERS would not have
20 caused an undue burden on COMPASS. COMPASS initially informed ROGERS that
21 it could accommodate her request, and ROGERS had talked to other co-workers who
22 had agreed to reallocate other duties to ROGERS so they could take on ROGERS's
23 duties relating to the implementation of "Operation Equity."

24 66. ROGERS's request to accommodate her religious beliefs was a
25 substantial motivating reason for COMPASS's decision to terminate ROGERS and
26 for subjecting her to adverse employment action.

27 67. ROGERS lost income and business opportunities and suffered severe
28 emotional distress because of COMPASS's actions.

1 68. The above-described actions were perpetrated or ratified by managing
2 agents or officers of COMPASS, including, without limitation, MICHAEL GRUBER
3 (Senior Vice President of Talent Acquisition), RELENA ROWE (Vice President of
4 Talent Acquisition), and JENNIFER HAYES (Senior Vice President of Human
5 Resources-Corporate). These acts were done with malice, fraud, oppression, and
6 reckless disregard of ROGERS's rights. Further, said actions were despicable in
7 character and warrant the imposition of punitive damages in a sum sufficient to punish
8 and deter COMPASS's future conduct.

9 69. As a proximate result of the abovementioned violations, ROGERS
10 suffered severe emotional distress and lost income and business opportunities because
11 of COMPASS's actions. She has been damaged in an amount according to proof at
12 trial, including, but not limited to, back pay, front pay, reimbursement of out-of-
13 pocket expenses, and any such other relief to correct COMPASS's unlawful practices
14 that this court deems proper, including compensatory damages for severe emotional
15 distress.

16 70. WHEREFORE, ROGERS requests relief on this claim as hereinafter
17 prayed for.

18 **SECOND CLAIM FOR RELIEF**

19 **Retaliation**

20 **in Violation of Title VII of the Civil Rights Act of 1964**

21 **(Against Defendant Compass Group USA, Inc.)**

22 71. All allegations set forth in this complaint are hereby re-alleged and
23 incorporated by reference.

24 72. In her employment with COMPASS, ROGERS engaged in protected
25 activity by opposing "Operation Equity" and expressly complaining and reporting to
26 her superiors her reasonable, good faith belief that "Operation Equity" intentionally
27 discriminated in terms and conditions of training and promoting internal associates
28 based on race in direct violation of federal and state anti-discrimination laws as well

1 as COMPASS’s written anti-discrimination and Equal Employment policies.

2 73. ROGERS also engaged in a protected activity by requesting a religious
3 accommodation and exemption from being forced to participate in the implementation
4 of the discriminatory program.

5 74. ROGERS’s activities were protected under Title VII of the Civil Rights
6 Act.

7 75. ROGERS opposed, complained about, and requested a religious
8 accommodation from participating in “Operation Equity” implementation on October
9 7, 2022, October 14, 2022, and October 28, 2022.

10 76. Almost immediately after, on November 2, 2022, COMPASS terminated
11 ROGERS because of her complaints and opposition to the unlawful program and her
12 request for religious accommodation.

13 77. ROGERS's protected activities were a substantial motivating reason for
14 COMPASS’s decision to terminate ROGERS. COMPASS provided ROGERS with a
15 letter giving a false and pretextual reason for her termination to cover up what they
16 had done.

17 78. COMPASS’s retaliatory conduct was a substantial factor in causing
18 harm to ROGERS.

19 79. The above-described actions were perpetrated and ratified by managing
20 agents or officers of COMPASS, including without limitation, MICHAEL GRUBER
21 (Senior Vice President of Talent Acquisition), RELENA ROWE (Vice President of
22 Talent Acquisition), and JENNIFER HAYES (Senior Vice President of Human
23 Resources-Corporate). These acts were done with malice, fraud, oppression, and
24 reckless disregard of ROGERS's rights. Further, said actions were despicable in
25 character and warrant the imposition of punitive damages in a sum sufficient to punish
26 and deter COMPASS’s future conduct.

27 80. As a proximate result of the violations described herein, ROGERS
28 suffered severe emotional distress and lost income and business opportunities because

1 of COMPASS's actions. She has been damaged in an amount according to proof at
2 trial, including, but not limited to, back pay, front pay, reimbursement of out-of-
3 pocket expenses, and any such other relief to correct COMPASS's unlawful practices
4 that this court deems proper, including compensatory damages for severe emotional
5 distress.

6 81. WHEREFORE, ROGERS requests relief on this claim as hereinafter
7 prayed for.

8 **THIRD CLAIM FOR RELIEF**

9 **Religious Creed Discrimination / Failure to Accommodate**
10 **in Violation of California Government Code § 12940(a)**
11 **(Against Defendant Compass Group USA, Inc.)**

12 82. All allegations set forth in this complaint are hereby re-alleged and
13 incorporated by reference.

14 83. In her employment with COMPASS, ROGERS was subjected to
15 unwanted discriminatory conduct because of her religious creed.

16 84. ROGERS has sincerely held religious beliefs, based on deeply and
17 sincerely held religious, moral, and ethical convictions, that people should not be
18 discriminated against because of their race.

19 85. ROGERS's religious beliefs conflicted with the job's requirements
20 because she was required to work on the implementation of "Operation Equity,"
21 which intentionally discriminated in its terms and conditions of training and
22 promoting internal associates based on race in direct violation of federal and state
23 anti-discrimination laws as well as COMPASS's written anti-discrimination and
24 Equal Employment policies, and against ROGERS's religious beliefs.

25 86. COMPASS knew of the conflict between ROGERS's religious beliefs
26 and the job requirement of implementing "Operation Equity." ROGERS even
27 submitted multiple requests for religious accommodation and exemption from her
28 required participation in "Operation Equity" on the following dates: October 7, 2022,

1 October 14, 2022, and October 28, 2022.

2 87. On October 28, 2022, COMPASS informed ROGERS that COMPASS
3 would not provide her with a religious accommodation and that she had no choice but
4 to participate in “Operation Equity,” which COMPASS knew ROGERS considered
5 illegal, immoral, unethical, and against her religious convictions.

6 88. COMPASS did not explore available reasonable alternatives to
7 accommodate ROGERS, including excusing ROGERS from implementing the newly
8 devised “Operation Equity,” permitting those duties to be performed by other
9 employees, or otherwise reasonably accommodating ROGERS's religious beliefs.

10 89. Instead, on November 2, 2022, COMPASS terminated ROGERS to
11 avoid having to accommodate her religious beliefs.

12 90. Providing ROGERS with a religious accommodation would not have
13 caused an undue burden on COMPASS. COMPASS initially informed ROGERS that
14 it could accommodate her request, and ROGERS had talked to other co-workers who
15 had agreed to reallocate other duties to ROGERS so that they could take on
16 ROGERS’s responsibilities relating to the implementation of “Operation Equity.”

17 91. ROGERS’s request to accommodate her religious beliefs was a
18 substantial motivating reason for COMPASS’s decision to terminate ROGERS and
19 subject her to adverse employment action.

20 92. ROGERS lost income and business opportunities and suffered severe
21 emotional distress because of COMPASS’s actions.

22 93. The above-described actions were perpetrated and ratified by managing
23 agents or officers of COMPASS, including without limitation, MICHAEL GRUBER
24 (Senior Vice President of Talent Acquisition), RELENA ROWE (Vice President of
25 Talent Acquisition), and JENNIFER HAYES (Senior Vice President of Human
26 Resources-Corporate). These acts were done with malice, fraud, oppression, and
27 reckless disregard of ROGERS's rights. Further, said actions were despicable in
28 character and warrant the imposition of punitive damages in a sum sufficient to punish

1 and deter COMPASS's future conduct.

2 94. As a proximate result of the violations above, ROGERS suffered severe
3 emotional distress and lost income and business opportunities because of
4 COMPASS's actions. She has been damaged in an amount according to proof at trial,
5 including, but not limited to, back pay, front pay, reimbursement of out-of-pocket
6 expenses, and any such other relief to correct COMPASS's unlawful practices that
7 this court deems proper, including compensatory damages for severe emotional
8 distress.

9 95. WHEREFORE, ROGERS requests relief on this claim as hereinafter
10 prayed for.

11 **FOURTH CLAIM FOR RELIEF**

12 **Retaliation**

13 **in Violation of California Fair Employment and Housing Act, Government**

14 **Code §§ 12940(h), 12940(l)(4)**

15 **(Against Defendant Compass Group USA, Inc.)**

16 96. All allegations set forth in this complaint are hereby re-alleged and
17 incorporated by reference.

18 97. In her employment with COMPASS, ROGERS engaged in protected
19 activity by opposing "Operation Equity" and expressly complaining and reporting to
20 her superiors her reasonable, good faith belief that "Operation Equity" intentionally
21 discriminated in its terms and conditions of training and promoting internal associates
22 based on race in direct violation of federal and state anti-discrimination laws as well
23 as COMPASS's written anti-discrimination and Equal Employment policies. Cal.
24 Government Code § 12940(h).

25 98. ROGERS also engaged in protected activity by requesting a religious
26 accommodation and exemption from being forced to participate in the implementation
27 of the unlawful program. Cal. Government Code § 12940(l)(4).

28 99. As described above, ROGERS opposed, complained about, and

1 requested a religious accommodation from participating in implementing “Operation
2 Equity” on October 7, 2022, October 14, 2022, and October 28, 2022.

3 100. On November 2, 2022, COMPASS terminated ROGERS because of her
4 complaints and opposition to the unlawful program and because she requested
5 religious accommodation.

6 101. ROGERS's protected activities were a substantial motivating reason for
7 COMPASS’s decision to terminate ROGERS. COMPASS provided ROGERS with a
8 letter giving a false and pretextual reason for her termination to attempt to cover up
9 what they had done.

10 102. ROGERS lost income and business opportunities and suffered severe
11 emotional distress because of COMPASS’s actions.

12 103. COMPASS’s retaliatory conduct was a substantial factor in causing
13 harm to ROGERS.

14 104. The above-described actions were perpetrated and ratified by managing
15 agents or officers of COMPASS, including without limitation, MICHAEL GRUBER
16 (Senior Vice President of Talent Acquisition), RELENA ROWE (Vice President of
17 Talent Acquisition), and JENNIFER HAYES (Senior Vice President of Human
18 Resources-Corporate). These acts were done with malice, fraud, oppression, and
19 reckless disregard of ROGERS's rights. Further, said actions were despicable in
20 character and warrant the imposition of punitive damages in a sum sufficient to punish
21 and deter COMPASS’s future conduct.

22 105. As a proximate result of the violations above, ROGERS suffered severe
23 emotional distress and lost income and business opportunities because of
24 COMPASS’s actions. She has been damaged in an amount according to proof at trial,
25 including, but not limited to, back pay, front pay, reimbursement of out-of-pocket
26 expenses, and any such other relief to correct COMPASS’s unlawful practices that
27 this court deems proper, including compensatory damages for severe emotional
28 distress.

1 106. WHEREFORE, ROGERS requests relief on this claim as hereinafter
2 prayed for.

3 **FIFTH CLAIM FOR RELIEF**

4 **Failure To Prevent Discrimination, Harassment, and Retaliation**
5 **in Violation of California Fair Employment and Housing Act,**
6 **Government Code § 12940(K)**

7 **(Against Defendant Compass Group USA, Inc.)**

8 107. All allegations set forth in this complaint are hereby re-alleged and
9 incorporated by reference.

10 108. As an employer, pursuant to Government Code § 12926(d), COMPASS
11 has a duty to prevent unlawful harassment and discrimination, including retaliation.
12 COMPASS knew or should have known about the discrimination, harassment,
13 and retaliation based on ROGERS's religious beliefs and protected activities in
14 relationship to opposing discriminatory policies and seeking religious
15 accommodation.

16 109. COMPASS failed to implement adequate training, policies, monitoring,
17 or instructions that would have prevented the aforementioned discrimination,
18 harassment, and retaliation. COMPASS's breach of this important duty resulted in
19 harm to ROGERS.

20 110. Accordingly, as alleged herein, COMPASS violated Government Code
21 § 12940(k).

22 111. The above-described actions were perpetrated and ratified by managing
23 agents or officers of COMPASS, including without limitation, MICHAEL GRUBER
24 (Senior Vice President of Talent Acquisition), RELENA ROWE (Vice President of
25 Talent Acquisition), and JENNIFER HAYES (Senior Vice President of Human
26 Resources-Corporate). These acts were done with malice, fraud, oppression, and
27 reckless disregard of ROGERS's rights. Further, said actions were despicable in
28 character and warrant the imposition of punitive damages in a sum sufficient to punish

1 and deter COMPASS's future conduct.

2 112. ROGERS lost income and business opportunities and suffered severe
3 emotional distress because of COMPASS's actions.

4 113. As a proximate result of the aforementioned violations, ROGERS has
5 been damaged in an amount according to proof. ROGERS seeks "affirmative relief"
6 or "prospective relief," an order of reinstatement, an award of backpay,
7 reimbursement of out-of-pocket expenses, hiring, transfers, reassignments, grants of
8 tenure, promotions, cease and desist orders, the posting of notices, training of
9 personnel, testing, expunging of records, reporting of records, and any other similar
10 relief that is intended to correct unlawful practices under this part. See Government
11 Code § 12926(a).

12 114. WHEREFORE, ROGERS requests relief on this claim as hereinafter
13 prayed for.

14 **SIXTH CLAIM FOR RELIEF**

15 **Wrongful Termination in Violation of Public Policy**
16 **(Against Defendant Compass Group USA, Inc.)**

17 115. All allegations set forth in this complaint are hereby re-alleged and
18 incorporated by reference.

19 116. COMPASS terminated ROGERS based upon ROGERS's opposition to
20 COMPASS's unlawful program Operation Equity and her sincerely-held core values
21 and beliefs, and refused to accommodate those beliefs.

22 117. By reasons of the aforementioned conduct and circumstances,
23 COMPASS, and each of them, violated the fundamental public policies of the United
24 States, as set forth in Title VII of the Civil Rights Act of 1962, as amended, and of
25 the State of California, including California Constitution, Article I, Section 8, and
26 Section 12940 of the Government Code, which mandate that employees be free from
27 unlawful discrimination and retaliation.

28 118. As stated above, ROGERS was harmed by COMPASS, including

1 experiencing missed employment opportunities and damage to her reputation.
2 ROGERS lost income and business opportunities and suffered severe emotional
3 distress because of COMPASS's actions.

4 119. The above-described actions were perpetrated and ratified by managing
5 agents or officers of COMPASS, including without limitation, MICHAEL GRUBER
6 (Senior Vice President of Talent Acquisition), RELENA ROWE (Vice President of
7 Talent Acquisition), and JENNIFER HAYES (Senior Vice President of Human
8 Resources-Corporate). These acts were done with malice, fraud, oppression, and
9 reckless disregard of ROGERS's rights. Further, said actions were despicable in
10 character and warrant the imposition of punitive damages in a sum sufficient to punish
11 and deter COMPASS's future conduct.

12 120. As a proximate result of the aforementioned violations, ROGERS has
13 been damaged in an amount according to proof at trial.

14 121. ROGERS seeks all remedies and penalties recoverable by law, including
15 injunctive relief, reinstatement, and all special and compensatory damages, including
16 economic damages and damages for suffering severe emotional distress, and punitive
17 damages.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiff prays for the following relief, as allowed by each of
20 the above-stated causes of action:

21 1. For an award of compensatory damages proximately caused by
22 COMPASS's discriminatory and retaliatory conduct, including for past pecuniary
23 loss, future pecuniary loss, and nonpecuniary loss. Compensatory damages should
24 include, but not be limited to:

25 A. An award of damages of back pay, including all forms of
26 compensation (wages and benefits) that Plaintiff would have earned from
27 COMPASS from November 3, 2022, until the date of trial.

28 B. An award of damages for future salary (if reinstatement is not

1 ordered), benefits and bonuses, and other forms of compensation that
2 COMPASS would have paid to ROGERS but for the wrongful conduct of
3 COMPASS, in an amount according to proof at trial.

4 C. For an award of damages for ROGERS's severe emotional
5 distress, in an amount according to proof at trial.

6 2. For an Order that COMPASS reinstate Plaintiff to her former position at
7 the Company, with any raises and promotions that she should have received but for
8 COMPASS's discrimination and retaliation against ROGERS.

9 3. For an award of punitive damages or other penalties recoverable by law.

10 4. For an award of reasonable attorneys' fees and costs pursuant to all
11 applicable statutes or legal principles, including 42 U.S.C. § 2000e-5(k) and Cal.
12 Government Code § 12965.

13 5. For orders requiring senior management in Human Resources of
14 COMPASS, including MICHAEL GRUBER, RALENA ROWE, JOANN
15 CANADAY, JENNIFER HAYES, and KRISTY VETTER, to participate in EEOC
16 and Fair Treatment training, classes, oversight, to ensure that COMPASS does not
17 discriminate and retaliate against other employees in the manner it did with ROGERS.
18 (These training programs should include the following: SHRM: US Employment Law
19 and Compliance, a 5-week live online program; SHRM: Creating an Inclusive
20 Workplace, eLearning; Harassment and Diversity: Respecting Differences, Managers
21 Version, DVD Learning; SHRM: Employee Relations: Creating a Positive Work
22 Environment, two-week Live Online Program; SHRM: Employment Laws: What
23 Supervisors Need to Know- Corporate, eLearning.)

24 6. For any other relief that is just and proper.

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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury of all triable issues.

LiMANDRI & JONNA LLP

Dated: July 24, 2023

By: 
Charles S. LiMandri
Paul M. Jonna
Robert E. Weisenburger
Attorneys for Plaintiff
COURTNEY J. ROGERS

FRANK J. COUGHLIN, PROF. LAW CORP.

Dated: July 24, 2023


By: 
Frank J. Coughlin
Attorneys for Plaintiff
COURTNEY J. ROGERS

EXHIBIT A

Job Title: TALENT ACQUISITION RECRUITER - REMOTE

A family of companies and experiences

As the leading foodservice and support services company, Compass Group USA is known for our great people, great service and our great results. If you've been hungry and away from home, chances are you've tasted Compass Group's delicious food and experienced our outstanding service. Our 225,000 associates work in award-winning restaurants, corporate cafes, hospitals, schools, arenas, museums, and more in all 50 states. Our reach is constantly expanding to shape the industry and create new opportunities for innovation. Join the Compass family today!

great people. great services. great results.

Each and every individual plays a key role in the growth and legacy of our company. We know the next big idea can come from anyone. We encourage developing and attracting expertise that differentiates us as a company as we continue to raise the bar.

Job Summary

The Talent Acquisition Recruiter will work closely with our business to attract and recruit professional level candidates that will ultimately support a dedicated client. This position will work remote.

Skills:

- Exceptional candidate management abilities
- Demonstrated expertise in utilizing social media tools to attract top talent
- Possess a proactive business acumen that can easily adjust to ever-changing sales cycles
- Ability to work closely with a matrixed organization
- Enthusiastic, energetic, persuasive, competitive and out-going personality
- Excellent communication skills, both written and verbal
- Proven experience in gathering and presenting target market analytics
- Self-sufficient work ethic
- Must be entrepreneurial in nature and self-motivated

Qualifications:

- Bachelor's Degree in Human Resource Management, Business or a related field is required; or 5 years of direct experience in lieu of degree
- 5+ years of full cycle recruiting experience
- Experience in leveraging social media tools
- Ability to assess high-level talent and make recommendations to internal business clients
- Understands business strategies and able to interweave recruitment strategy
- Previous experience recruiting foodservice professionals preferred

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Compass Group is an equal opportunity employer. At Compass, we are committed to treating all Applicants and Associates fairly based on their abilities, achievements, and experience without regard to race, national origin, sex, age, disability, veteran status, sexual orientation, gender identity, or any other classification protected by law.

Req ID: 549967

Compass Corporate
JANANN LIBERMAN
SALARIED EXEMPT