

To: The Equal Employment Opportunity Commission
Date: October 20, 2025

Complaint of the Charging Party Alleging Religious Discrimination and Retaliation

This is the charge of discrimination on behalf of Charging Party, by and through his attorney(s), alleging discriminatory and retaliation by Respondent.

Summary of Discrimination and Retaliation

1. Charging Party was an employee of Respondent at Respondent's Springfield, MO plant.
2. Charging Party was discriminated against for exercising his Title VII right to express his faith by wearing a cross necklace and reading his Bible during his personal time, as well as for exercising his right to keep said Bible on his desk.
3. Charging Party was reprimanded by a supervisor in Respondent's office for keeping his Bible in a visible place where other employees and clients could see it because it was not "inclusive." Charging Party was given similar instruction regarding his cross necklace because it was "non-inclusive" and "unprofessional."
4. These "guidances" are discriminatory towards Charging Party's faith and personal expression of his faith, in violation of established law.
5. Charging Party's attorneys, undersigned counsel at the American Center for Law and Justice (ACLJ), sent a demand letter on Charging Party's behalf on September 2, 2025.
6. Six days later, on September 8, 2025, Respondent's Employee Relations Manager sat down with Charging Party and discussed his ability to freely express his religion at work.
7. Three days later, on September 11, 2025, Respondent retaliatorily fired Charging Party for exercising his Title VII Rights.

Statement of Facts

8. Charging Party, a former employee of Respondent from March of 2024 to September of 2025, served as an HR Manager for the Springfield, MO plant.
9. Charging Party is a Christian and has been a Christian for the entirety of his employment with Respondent.
10. Several months prior to his firing, Charging Party decided to keep his Bible on his desk to glance at it throughout the day.
11. Charging Party did not often leave his desk and practiced stress management through private Bible reading.
12. The Bible sat behind Charging Party on his desk and was not visible to the average passerby.

13. Charging Party also visibly wears a cross necklace as a sign of his faith.
14. Charging Party had not been told by co-workers or others that either of these are a distraction.
15. Neither his Bible nor his cross necklace impeded his work duties or capabilities.
16. The Respondent's "Associate Handbook 2022" did not address either personal items on desks or the wearing of personal jewelry.
17. Other coworkers regularly wear clothing that demonstrates personal expression, personal jewelry, and have personal items at their desk.
18. Beginning on August 7, 2025, Charging Party participated in several meetings with either Supervisor #1, an HR manager over Charging Party, or Supervisor #2, Manager of the Springfield Plant.
19. Supervisor #2 was acting on the express instruction of Supervisor #1.
20. In those meetings, Charging Party was "guided" to remove his Bible from his desk and cease wearing his cross necklace openly because the items made him "not inclusive" and "unapproachable."
21. Supervisor #2 relayed that Supervisor #1 directed him to tell Charging Party that he was not inclusive because he was viewed as part of a "clique" due to his signs of faith.
22. Supervisor #1 instructed that "guidance from corporate" was that his expression of faith was against the guidance to have a "neutral" work environment that was "respectful to others" due to his role as a leader/manager in the business.
23. Supervisor #1 opined that "the leaders in our business are who is setting the tone for work culture and that we need to make ourselves available to any and all..." and that Charging Party's expression of personal faith would present a bias.
24. Charging Party was instructed to hide his cross necklace under his shirt and to conceal his Bible.
25. Charging Party was also told that his cross necklace was unprofessional and that "people don't wear [cross necklaces] out in the business place," and that being a Christian is about "wear[ing] it in your heart." In other words, he was expressly told that his religious expression was unwelcome.
26. Charging Party was also interrogated on why he felt the need to wear a cross necklace as a sincere expression of faith.
27. The ACLJ's first demand letter to Respondent's Employee Relations Manager, dated September 2, 2025, laid out the key facts regarding Charging Party's right to express his faith by wearing a cross necklace, reading his Bible during his personal time, and his right to keep said Bible on his desk.

28. Charging Party was reprimanded by two supervisors at Respondent for keeping his Bible in a visible place where other employees and clients could see it because it was not “inclusive.” The letter requested written assurances that Charging Party would be permitted to exercise his protected religious rights without further interference.
29. The ACLJ never received a response to the September 2, 2025, demand letter.
30. On September 8, 2025, Respondent’s Employee Relations Manager, also an attorney, met with Charging Party, despite Charging Party’s repeated and express requests that Respondent’s Employee Relations Manager communicate directly with Charging Party’s counsel.
31. Despite Charging Party’s insistence, Respondent’s Employee Relations Manager told Charging Party that he was under no legal obligation to talk to Charging Party’s counsel, despite knowing that he was represented by counsel in a matter of religious discrimination against Respondent.
32. Respondent’s Employee Relations Manager gave him assurances that he would be able to wear his cross and have his Bible under the absurd qualification that Charging Party “assess the comfort level” for an open Bible with any visitor to his office.
33. When Charging Party resumed wearing his cross, he immediately witnessed overt expressions of hostility and religious animus by his superiors, namely Supervisor #1 and the President of Respondent’s Springfield, MO plant.
34. Exactly three days later, despite the assurances previously made, Respondent terminated Charging Party’s employment on September 11, 2025.
35. This termination occurred without any legitimate business justification and represents a clear pattern of escalation and religious retaliation against Charging Party.
36. The reason given for Charging Party’s firing serves only as an unlawful pretext for Respondent’s systematic religious animus against Charging Party for asserting his federally protected rights.
37. The timing of this unjustified termination alone constitutes substantial evidence of retaliation.
38. Each conversation referenced in these facts, where Charging Party was discriminated by his supervisors because of his faith and witnessed his supervisors’ express hostility and dismissiveness towards his religion, was legally recorded by Charging Party under Missouri statute §§ 542.402(2), .2(3) RSMo. (2016), and is in our possession along with a transcript.

Statement of Law

39. There are two claims here. Respondent violated Charging Party’s rights by discriminating against Charging Party because of his religious beliefs and then retaliated against Charging Party for exercising his right to protect against such discrimination.
40. Elements for a claim of discrimination under Title VII encompasses: a plaintiff who belongs to a protected class, was qualified for the job, and suffered an adverse employment action because

of an employer who was motivated by discrimination.

41. Title VII makes it unlawful for an employer to discharge or otherwise discriminate against an employee because of their religion.
42. Religion includes all aspects of religious observance and practice, as well as belief, unless an employer demonstrates that he is unable to reasonably accommodate to a religious observance or practice without undue hardship on the conduct of the employer's business.
43. The purpose of Title VII is to ensure a workplace free of discrimination.
44. Charging Party is a Christian, was qualified for his job as an HR manager and had performed the job for over a year, and suffered adverse employment action through discipline for expressing his deeply held personal faith, which was clearly motivated by Respondent's discrimination.
45. Title VII's anti-retaliation provision prohibits an employer from discriminating against an employee because of an opposition to an unlawful employment practice.
46. The elements for a retaliation claim under Title VII are that a plaintiff: (1) engaged in statutorily protected activity, (2) suffered an adverse employment action, and (3) that the engagement in a protected activity is the but-for cause of the adverse employment action.
47. Here, all three elements are clearly established:
 - a. **Protected Activity:** Charging Party engaged in protected activity by opposing discriminatory practices when he retained legal representation to assert his rights who sent a legal demand letter on his behalf.
 - b. **Adverse Employment Action:** Termination is the ultimate adverse employment action.
 - c. **Causal Connection:** The temporal proximity between our demand letter (September 2, 2025), Respondent's communication with Charging Party about the demand letter (September 8, 2025) and Charging Party's termination (September 11, 2025) establishes a clear causal connection. Courts routinely find that such close temporal proximity creates a strong inference of retaliation. *See Clark County Sch. Dist. v. Breeden*, 532 U.S. 268, 273 (2001).
48. The timing of one incident of adverse employment action following protected activity sufficed to establish a causal connection.
49. A close temporal connection between a request for accommodation and termination is per se evidence of discrimination.
50. There is substantial direct evidence in this case of religious discrimination. In meetings with several Respondent supervisors, those supervisors told a Christian employee his cross necklace was "non-inclusive" and "unprofessional," ordered him to hide his Bible, and

lectured him about what makes a “good” Christian.

51. Requiring an “inclusive” work environment that is effectively an unwritten code for “void of religion” is not workplace neutrality—it’s religious animus.
52. An employer’s instruction to remove religious material from public view is direct evidence of religious discrimination.
53. Charging Party was instructed to remove religious symbols from his person and his office when no Respondent policy exists prohibiting employees from wearing personal jewelry or from keeping personal items on desks in the office.
54. Respondent’s assertions that Charging Party was being “non-inclusive” or creating a “clique” because of the wearing of a cross necklace, the presence of a Bible on his desk, and socializing on non-work time with other known Christians, also employed by Respondent, is blatant evidence of discrimination and disparate treatment towards a particular religion.
55. Rather than creating a “neutral” workplace, Respondent created a workplace that encouraged religious discrimination against Charging Party and anyone else espousing religious beliefs.
56. Supervisor #2’s dismissal of Charging Party’s religious expression by telling him what makes a “good” Christian and assertion that Charging Party should hide his faith “in [his] heart” because he considered it “unprofessional” is direct evidence of religious animus.
57. In order to prove direct evidence of discriminatory intent, statements of discrimination must be made by the person involved in the challenged decision.
58. Those supervisors are the very ones making those derogatory statements here that are direct evidence of an anti-religious intent.
59. The sequence of events could not be clearer: Charging Party was discriminated against for his religious beliefs, he sought legal protection of his rights, and Respondent retaliated by terminating his employment with an obvious pretext for exercising his rights under Title VII of the Civil Rights Act.
60. This conduct violates Title VII of the Civil Rights Act.

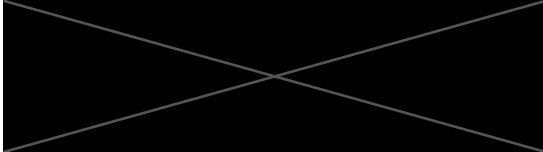
Relief Requested

Charging Party requests that the EEOC:

61. Enter a finding of discrimination in favor of Charging Party against Respondent for violation of Charging Party’s Rights under Title VII of the Equal Rights Act;
62. Declare that the actions of the Respondent constituted unlawful religious discrimination;
63. Declare that the actions of the Respondent constituted unlawful retaliation;
64. Award compensatory damages in the amount of two years’ salary and COBRA health

insurance, equaling \$360,000;

65. Award punitive damages in such amount as the Commission deems proper;
66. Award Charging Party his costs, attorneys' fees, and non-taxable expenses in this action; and
67. Grant Charging Party such other and further relief as the Commission deems equitable and just.

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Charging Party Signature

Date: October 20, 2025