

**IN THE CHANCERY COURT FOR DAVIDSON COUNTY, TENNESSEE**

**RYAN HUBER,** )  
 )  
 **Plaintiff,** )  
 v. ) **Case No.: \_\_\_\_\_**  
 )  
 **COMPASS TENNESSEE LLC,** )  
 ) **JURY DEMAND**  
 **Defendant.** )

**COMPLAINT**

During the time Plaintiff, Dr. Ryan Huber (“Dr. Huber”), was employed by Defendant, Compass Tennessee LLC (“Compass” or the “Company”), he was sexually harassed and discriminated against for his religion. Dr. Huber was subject to lewd sexual comments, ridiculed for his religious beliefs, and passed over for promotion. He complained to his superiors, who failed to provide an environment free of harassment and discrimination and failed to take any steps to prevent or remedy the same. Instead, Defendants allowed a hostile work environment to continue and terminated Plaintiff when he complained of the sexual harassment and religious discrimination he faced. Plaintiff brings this complaint alleging violations of Tennessee Human Rights Act and tortious interference.

**JURISDICTION AND VENUE**

1. This is an action for declaratory and monetary relief caused by Defendant’s violations under the Tennessee Human Rights Act (“THRA”), T.C.A. § 4-21-101 *et seq.*, as well as a claim for tortious interference under Tennessee law.

2. This court has jurisdiction over the subject matter of this Complaint, and venue in this Court is proper in Davidson County.

## **PARTIES**

3. Plaintiff, Dr. Huber, is a male Christian writer, scholar, ethicist, and former employee of Compass Tennessee LLC.

4. Defendant Compass is a Tennessee limited liability company licensed to transact business in the State of Tennessee. Defendant is an employer within the meaning of the THRA. Defendant's registered agent for service of process is CT Corporation System, 300 Montvue Road, Knoxville, TN 37919-5546. Defendant operates an office in Davidson County, located at 3990 Hillsboro Pike, Suite 320, Nashville, TN 37215.

## **FACTUAL BACKGROUND**

5. Compass hired Dr. Huber in August 2018 as a Product Expert at its Nashville location. Dr. Huber primarily equipped and taught the Company's real estate agents to use Compass technology to grow their business and increase profits. Dr. Huber reported to Jeff Bedard, Regional President.

6. Dr. Huber is also a well-known Christian ethicist and historian. He is an adjunct professor and a published author. Dr. Huber's accomplishments and religious beliefs are well-known throughout Compass.

7. Compass employed several other support staff, marketing advisors, and leaders at its Nashville location. One of the employees at the Nashville location was Theresa Twa, a colleague of Dr. Huber's.

8. In early 2019, Dr. Huber was singled out by a male member of the leadership team after Dr. Huber ended a phone call. This leadership team member told Dr. Huber that he "sounded sexy when he did that (took control on a call)." This comment was made in front of several other

team members, which made Dr. Huber uncomfortable and embarrassed. This leadership team member was later reprimanded for being inappropriate with another employee.

9. Around this same time and during a company happy hour, a female employee stated: "I love it when a guy blows a load on my tits." Dr. Huber's boss overheard this comment and failed to reprimand the employee.

10. In early January 2020, Dr. Huber took paternal leave for the birth of his child.

11. While on paternal leave, the company restructured and created several new positions. Dr. Huber's role with the company involuntarily changed, and he was assigned to a new position of Agent Experience Manager ("AEM").

12. Once the company announced Dr. Huber would be moved to a different position, Mr. Bedard asked Dr. Huber if he had any concerns about the transfer to an AEM position. Dr. Huber expressed concern that his previous performance reviews would not be considered moving forward. Dr. Huber had received exemplary ratings and had been told that he would be promoted to Senior Product Expert at his next review, which would come with at least a \$10,000 salary increase.

13. In early March 2020 when Dr. Huber returned from paternal leave, he started his new position as an AEM and began to report to Theresa Twa.

14. Before Dr. Huber's position change to AEM, he and Ms. Twa were peers and friends. Ms. Twa knew that Dr. Huber was a Christian who believed that sexual intercourse was sacred and to be reserved for a marital relationship.

15. On one occasion before the company restructured, Ms. Twa told Dr. Huber about her life in Los Angeles. Ms. Twa told Dr. Huber that she "got smart" and started dating rich guys to get nice things and go to luxurious places. Ms. Twa said, "They got sex, and I had fun."

16. Ms. Twa noticed Dr. Huber's discomfort and stated, "Oh, I forgot you're a Christian ethicist, you probably don't feel the same about sex." Dr. Huber explained that he thought sex was sacred and was to be reserved for a marital relationship.

17. Up until Dr. Huber reported to Ms. Twa, they respected each other and their different beliefs. Both Ms. Twa and Dr. Huber have been open and public with their beliefs. (Exhibit 1).

18. In his new position reporting to Ms. Twa, Dr. Huber had less autonomy than in his previous role, but he excelled as an AEM.

19. Dr. Huber received praise from his superiors, positive feedback from his direct reports, and excellent performance reviews. (Exhibit 2).

20. In summer of 2020, Ms. Twa announced that Brooke Aaskov had been selected for a promotion to Senior Agent Experience Manager ("Senior AEM").

21. Dr. Huber was more qualified for the position, had been with Compass for a longer period of time, and, upon information and belief, had higher performance review scores than Ms. Aaskov.

22. Dr. Huber asked Ms. Twa why he was not promoted to Senior AEM. Ms. Twa told Dr. Huber that he "[had not] been in the position long enough." However, Dr. Huber and Ms. Aaskov had been in the AEM position the exact same amount of time.

23. Dr. Huber was disappointed that he was not promoted but continued working and succeeding in the AEM role.

24. During 1-on 1 "coaching sessions" Ms. Twa conducted with Dr. Huber, Ms. Twa told a story about a time an acting teacher once said to her, "Theresa, the thing about you is, you're

very fuckable. Use that!” Ms. Twa continued to explain that she realized being “fuckable” was a great strength for her, and she carried that forward in her career path and uses it to this day.

25. Ms. Twa told Dr. Huber to figure out what his “fuckability” was. This offensive comment made Dr. Huber extremely uncomfortable, especially since he directly reported to Ms. Twa.

26. A few months later on a team call, Ms. Twa made reference to an actor named Jason Momoa, stating she would “climb him like a tree.” The men on the call, including Dr. Huber, sat in uncomfortable silence after hearing the offensive comment.

27. Compass tolerated, created, and fostered an environment rampant with discussing sexual activity in the workplace with no repercussions or other remedial action by the company.

28. In the fall of 2020, Ms. Twa’s behavior became even more vulgar and reprehensible. Ms. Twa and their Compass colleague Chris Tuley were discussing the presumptive Supreme Court nomination of Amy Coney Barret. Although Dr. Huber did nothing to initiate or engage in the discussion, Ms. Twa confronted Dr. Huber in a loud manner stating: “I know you’re religious and against abortion, but this is a very personal issue for me. ... What do you want? Do you want to crawl up into my uterus (motioning her hand as if reaching into her vagina)? Is that what you want?”

29. Ms. Twa’s comments towards Dr. Huber continued to become increasingly aggressive and hostile.

30. In January 2021 during an annual upward performance review, Dr. Huber submitted his review of Ms. Twa and noted his concern that Ms. Twa had singled him out for “cultural issues.”

31. Additionally, on January 12, 2021, Dr. Huber talked with Stephanie Clark, Director of Operations, about Ms. Twa's offensive and unwelcome conduct. Ms. Clark assured Dr. Huber that they would work out the issues between Ms. Twa and Dr. Huber and that everything would be resolved. Ms. Clark scheduled a phone call with Dr. Huber three days later to discuss his concerns.

32. However, instead of addressing any of Dr. Huber's concerns during this phone call, Dr. Huber was suddenly and without notice or justification fired on January 15, 2021, three days after submitting his complaints of Ms. Twa's conduct.

33. Defendant's stated basis for Dr. Huber's termination was his alleged failure to onboard a new employee. However, this reason is pretext for unlawful discrimination because Dr. Huber could not onboard the employee since the employee failed to complete his required new-hire paperwork.

34. Subsequent to the above-described unlawful and discriminatory termination, Dr. Huber and a local real estate agent entered into an agreement where Dr. Huber would provide consulting services for \$4,000 a month. The consulting service Dr. Huber offers is different than what Compass offers and does not take business away from or interfere with the Company in any way. To the contrary, the services offered by Dr. Huber were complementary and contributed to the profitability of Compass.

35. Upon information and belief, other former Compass employees provide similar consulting services to real estate agents in the Tennessee market, and Compass is aware of this activity.

**COUNT I**  
**(Sexual Harassment under THRA)**

36. Plaintiff restates and incorporates herein the allegations in the above paragraphs.

37. Defendant's agent, Ms. Twa, intentionally harassed Plaintiff. Plaintiff was subjected to ongoing sexual harassment consisting of unwelcomed sexual comments because of his sex, male.

38. Plaintiff was harassed by an employee who was in a supervisory role to him. Defendant has strict liability for harassment committed by supervisors.

39. Plaintiff reported and/or protested incidents of harassment to Stephanie Clark, Director of Operations. Defendant failed to remedy and/or prevent sex harassment in the workplace in a prompt and effective manner. Further, Defendant was aware of the hostile work environment because many of the offensive behaviors occurred in the presence of and with the knowledge and implicit consent of its leaders.

40. Defendant is vicariously liable for the sexually hostile work environment and sexual harassment perpetrated by its leaders, including Theresa Twa, to Plaintiff and is liable for failing to remedy sex harassment in the workplace.

41. As a result, Plaintiff has been damaged and is entitled to recover damages including, but not limited to, lost wages, emotional distress, consequential damages, punitive damages, costs, interest, and any other legal and equitable relief to which he may be entitled.

**COUNT II**  
**(Religious Discrimination under THRA)**

42. Plaintiff restates and incorporates herein the allegations in the above paragraphs.

43. Plaintiff was subject to an ongoing campaign of religious discrimination in Defendant's workplace because of his religion, Christianity.

44. Plaintiff was harassed by an employee who was in a supervisory role to him. Defendant has strict liability for harassment committed by supervisors.

45. Plaintiff reported and/or protested incidents of discrimination to Stephanie Clark, Director of Operations. Defendant failed to remedy and/or prevent religious discrimination in the workplace in a prompt and effective manner. Further, Defendant was aware of the hostile work environment because many of the offensive behaviors occurred in the presence of and with the knowledge and implicit consent of its managers.

46. Defendant is vicariously liable for the hostile work environment and religious discrimination perpetrated by its leaders, including Theresa Twa, to Plaintiff and is liable for failing to remedy religious discrimination in the workplace.

47. As a result, Plaintiff has been damaged and is entitled to recover damages, including, but not limited to, lost wages, emotional distress, consequential damages, punitive damages, costs, interest, and any other legal and equitable relief to which he may be entitled.

**COUNT III**  
**(Retaliation under THRA)**

48. Plaintiff restates and incorporates herein the allegations in the above paragraphs.

49. It is the public policy and law of the State of Tennessee that employees must be able to exercise their rights under state law without fear of reprisal or penalty from an employer.

50. Contrary to the public policy and law of the State of Tennessee, as well as in violation of the THRA, Plaintiff was retaliated against for complaining about Defendant's failure to prevent and remedy the sexual harassment and religious discrimination taking place in the workplace.

51. This retaliation, including failure to promote and termination, was in retaliation for the exercise of his rights to oppose sexual harassment and religious discrimination taking place in the workplace.



52. As a result, Plaintiff has been damaged and is entitled to recover damages for suffering emotional pain, suffering, professional and personal embarrassment, humiliation, loss of enjoyment of life, inconvenience, and lost earnings and benefits.

**COUNT IV**  
**(Common Law Tortious Interference with Business Relations)**

53. Plaintiff restates and incorporates herein the allegations in the above paragraphs.

54. Plaintiff has a valid contract with Compass, which does not prohibit Dr. Huber from providing consulting services to former and current Compass clients.

55. After Defendant terminated him, Plaintiff entered a valid and enforceable agreement with a local real estate agent to provide consulting services for \$4,000 a month.

56. In the process of mediation, Compass became aware of the contract between Dr. Huber and the agent.

57. After the mediation, Compass reached out to the agent with whom Plaintiff had contracted to ask why he was working with Dr. Huber. Compass pressured the agent to end his agreement with Dr. Huber.

58. The agent subsequently ended his agreement with Dr. Huber, causing Dr. Huber to lose the agreed upon \$4,000 a month for his consulting services.

59. Defendant intentionally induced the agent to breach his contract with Dr. Huber and/or to refuse to enter contracts with Dr. Huber.

60. In addition, Defendant subsequently has pressured other current and prospective clients of Dr. Huber in similar ways.

61. Defendant had and has no lawful justification for its tortious interference with Dr. Huber's contracts.

62. As a result, Dr. Huber has been damaged and is entitled to recover damages for suffering emotional pain, suffering, professional and personal embarrassment, humiliation, loss of enjoyment of life, inconvenience, and lost earnings and benefits.

### **RELIEF REQUESTED**

Plaintiff respectfully requests:

1. A jury trial;
2. Judgment in favor of Plaintiff and against Defendant on all counts in this action;
3. Back pay and damages for lost benefits;
4. Reinstatement or front pay;
5. Compensatory damages for embarrassment, humiliation, stress, anxiety, inconvenience, and loss of enjoyment of life;
6. Pre- and post-judgment interest;
7. Punitive damages, where appropriate;
8. Injunctive relief;
9. Attorney's fees and costs; and
10. Such other and further legal or equitable relief to which he may be entitled.

Respectfully submitted,

/s/ James Kendrick Simms, IV  
James Kendrick Simms, IV (TN #021688)  
Sarah M. Ferraro (TN #038383)  
THOMPSON BURTON, PLLC  
One Franklin Park  
6100 Tower Circle, Suite 200  
Franklin, TN 37067  
(615) 465-6005  
[jk@thompsonburton.com](mailto:jk@thompsonburton.com)  
[sferraro@thompsonburton.com](mailto:sferraro@thompsonburton.com)