

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Case No.: 23-cv-01807
RMR-MEH

JAMIE BEVEL,

Plaintiff,

v.

SALES PARTNERSHIPS, INC., a Colorado Corporation

Defendant.

AMENDED COMPLAINT AND JURY DEMAND

Plaintiff, Jamie Bevel (hereinafter “Bevel” or “Plaintiff”), by and through her undersigned attorney, brings this action and alleges as follows:

I. PARTIES

1. At all times relevant, Plaintiff Jamie Bevel is a resident of the State of Wisconsin. Her address is 1809 W. Grant Street, Appleton, Wisconsin 54914.

2. Defendant Sales Partnerships, Inc. (“SPI”), is a Colorado Corporation with a principal office located at 350 Interlocken Blvd., Suite 280, Broomfield, Colorado 80021.

II. JURISDICTION & VENUE

3. Subject matter jurisdiction is proper in this Court pursuant to 28 U.S.C. §§ 1332 in that the Parties are citizens in separate states and the amount in controversy exceeds \$75,000.00. Thereby this Court has diversity jurisdiction. This Court also has

jurisdiction to resolve any state law claims brought by Bevel under 28 U.S.C. § 1367. Finally, jurisdiction is proper because the Plaintiff is further alleging violations of her rights under Title VIV. Accordingly, jurisdiction is conferred on this Court pursuant to 28 U.S.C. §§ 1331 and 1343.

4. Venue in the United States District Court is proper in that the at-issue contract obligates the Parties to litigate the action in The Stater of Colorado's Federal or State District Courts.

III. FACTUAL ALLEGATIONS

5. Bevel began working for SPI in January 2018.

6. Ambitious, Bevel planned to work her way up to an executive management role. In achieving that aspiration, Bevel worked in the role as a Field Trainer, which had her flying around the country training SPI employees. She held this position for approximately 1 ½ years.

7. Based on her strong performance, Bevel was promoted to National Sales Manager.

8. Mr. Fred Kessler, SPI President, told Bevel directly that she was being developed for a directorship role as there was a decided lack of executive level females at SPI.

9. Bevel was pleased with her advancement which excitement translated into stellar franchise sales that eclipsed her quotas.

10. On or about December 31, 2019, the Human Resources Director, Ms. Rebecca Jackson, confronted Bevel about an alleged relationship with Mr. Eugene Higby,

a Vice President at SPI.

11. During the December 31, 2019 meeting, Ms. Jackson asked Bevel several personal and inappropriate questions such as: (1) had Bevel given gifts to Mr. Higby; (2) had Bevel slept with Mr. Higby and (3) whether Bevel gave sexual favors to obtain a promotion.

12. Bevel vehemently denied the accusations levied against her.

13. Following the questioning by Ms. Jackson, Bevel sent Ms. Jackson an email voicing her displeasure with the accusations as well as expressing her concern that she was treated differently than her male co-workers. Specifically, Bevel stated that male co-workers that were similarly situated to Bevel were not accused of “sleeping their way to the top.”

14. After sending the email Bevel was demoted.

15. After sending the email, and despite Mr. Kessler making representations to Bevel months before the email to Ms. Jackson was sent that Bevel was being groomed for the director role, Bevel applied for the director role which position was ultimately given to a male.

16. As of April 2022, there were no female directors at SPI.

17. In December 2021, Bevel applied for the Marketing Director role.

18. In late January 2022, Jay Graves, Vice President at SPI, informed Bevel that he had spoken to Mr. Kessler about her application and promotion to the Marketing Director position and was advised that “no” she would not get the job.

19. Despite being qualified for the Marketing Director role, Bevel was not even

given the opportunity to interview.

20. Following her conversation with Mr. Graves, Bevel then reached out to SPI's Ms. Jackson to discuss why she was denied an interview for the Marketing Director role.

21. Ms. Jackson claimed that Bevel did not have any experience in technical writing.

22. Contrary to Ms. Jackson's claim, Bevel had a degree in marketing and provided technical writing for major companies that were significantly larger than SPI.

23. Upon information and belief, SPI was aware of Bevel's prior technical writing capabilities prior to her application for the Marketing Director role.

24. As a result of the discriminatory actions, Bevel timely filed claims with the Equal Employment Opportunity Commission ("EEOC") and the Wisconsin Equal Rights Division ("WERD").

25. In the early calendar year 2023, and specifically January 24, 2023, Bevel and SPI entered into a Settlement Agreement (the "Agreement") to resolve the pending charges of discrimination before the EEOC and the WERD.

26. Relevant under the terms of the Agreement is that Bevel would receive a monetary settlement amount and in exchange she would waive any and all claims that she may have against SPI, excluding the enforcement of the Agreement itself.

27. In addition to the above, and also material to the Agreement, was the following:

SPI agrees that its owners and human resources personnel in place at SPI as of the Effective Date of this Agreement will not disparage Ms. Bevel. SPI further agrees to provide a neutral employment reference for Ms. Bevel disclosing to inquiring third parties only her dates of employment and

positions held and nothing else without her written consent; provided, however, that requests for references are directed to, and requested from SPI's Human Resources Department. Additionally, SPI agrees to internally describe Ms. Bevel's separation of employment with SPI as "Ms. Bevel left to pursue other ventures" (or language of a substantially similar nature and not as a "termination").

28. The above term was significant in resolving Bevel's claim for she needed to ensure that SPI would not thwart her ability to secure future employment opportunities.

29. Subsequent from the Parties executing the Agreement, Bevel began applying for other employment.

30. One of those job opportunities occurred in April/May 2023.

31. In the Spring 2023, Bevel was contacted by Denise Aller who stated that she was representing Xen.AI, a company that was looking for a Director of Head of Sales or Head of Marketing.

32. Bevel promptly expressed to Ms. Aller her interest for the position.

33. In June 2023, Bevel was contacted again by Ms. Aller who informed her that Xen.AI was moving forward with Bevel as an applicant and that Ms. Aller was moving forward with verifying Bevel's prior employment history.

34. Pursuant to the terms of the Agreement, Bevel provided Ms. Aller with the contact information for SPI's Human Resources Department.

35. On or about June 12, 2023, Ms. Aller reached out to SPI's Human Resources Department to verify Ms. Bevel's employment with the company.

36. On or about June 21, 2023, Mr. Jonah Yaden, a member of SPI's Human Resources Department, provided Ms. Aller with Bevel's employment verification.

37. Relevant to this action, SPI made the following statements:

Reason for leaving

Candidate claimed discrimination from our company against her and filed a lawsuit against us. This was settled and she resigned her position with us.

Would you rehire this candidate?

We would not rehire this candidate.

A critical responsibility in this job is

Based on your experience with this candidate, do you feel he/she will be successful in this area?

I am not sure if she would be

38. Under the terms of the Agreement, SPI was only to state to third parties Bevel's dates of employment and positions she held. The above statements go well beyond the contractually agreed upon representations SPI was legally allowed to make.

39. Instead of stating dates of employment and positions held (*i.e. neutral information*), SPI identified Bevel to a third party that Bevel was a litigious person that would not be rehired by SPI. Said another way, SPI made it known to a third party that Bevel is someone that any interested employer should not hire.

40. As a result of SPI's conduct, Bevel did not get hired by Xen.AI. In fact, Ms. Aller alerted Bevel of her own concerns about SPI's representation by stating:

I have not had such a form returned to me. How can they have someone that obviously knows nothing about you complete this. They also have you listed as Not to Be rehired.

41. The Xen.AI position was to pay Bevel approximately \$125,000.00 per year; however, as a direct and proximate result of SPI's actions, Bevel had lost that position which caused her to suffer significant monetary loss.

42. Subsequently, and after Bevel became aware of SPI's breach of the settlement agreement as stated more fully above, Bevel submitted and filed an amended charge of discrimination with the EEOC.

42. The amended charge alleged in pertinent part the following:

3. On January 24, 2023 Bevel and SPI entered into a Settlement Agreement ("Agreement") to resolve the pending charges of discrimination before the EEOC and the WERD.
4. Bevel's employment with SPI ended as the result of that negotiated agreement ("Agreement") in January 2023.
5. In relevant part that Agreement provided as follows: "SPI agrees that its owners and human resources personnel in place at SPI as of the Effective Date of this Agreement will not disparage Ms. Bevel. SPI further agrees to provide a neutral employment reference for Ms. Bevel disclosing to inquiring third parties only her dates of employment and positions held and nothing else without her written consent; provided, however, that requests for references are directed to, and requested from SPI's Human Resources Department."
6. The above term was significant in resolving Bevel's claim because she needed assurance that SPI would not thwart her ability to secure future employment opportunities.
12. On or about June 12, 2023 Ms. Aller reached out to SPI's Human Resources Department to verify Ms. Bevel's employment with the company.
13. On or about June 21, 2023, Mr. Jonah Yaden, a member of SPI's Human Resources Department responded to the request for information with several damaging statements.
14. Specifically Mr. Yaden wrote that Bevel's "Reason for leaving" was "Candidate claimed discrimination from our company against her and filed a lawsuit against us. This was settled and she resigned her position with us."
15. Mr. Yaden also wrote, "We would not rehire this candidate."
16. Mr. Yaden also responded to the query, "Based on your experience with this candidate, do you feel he/she will be successful in this area" with, "I am not sure if she would be."
17. Pursuant to her Agreement with SPI, SPI was only to state to third parties Bevel's dates of employment and positions she held. The above statements go well beyond the contractually agreed upon representations SPI was legally allowed to make.

43. The amended charge alleged that based on the above conduct that SPI unlawfully retaliated against Bevel in violation of Title VII of the Civil Rights Act of 1964.

44. On August 9, 2023, the EEOC provided Bevel with a Notice of a Right to

Sue.

45. Bevel is timely bringing this action within the 90-day period of limitation.

FIRST CLAIM FOR RELIEF
(Breach of Contract)

46. Bevel's incorporates as reference all the above paragraphs.

47. At all times relevant, on January 24, 2023, the Parties entered into an Agreement.

48. A material term under that Agreement was the following:

SPI agrees that its owners and human resources personnel in place at SPI as of the Effective Date of this Agreement will not disparage Ms. Bevel. SPI further agrees to provide a neutral employment reference for Ms. Bevel disclosing to inquiring third parties only her dates of employment and positions held and nothing else without her written consent; provided, however, that requests for references are directed to, and requested from SPI's Human Resources Department. Additionally, SPI agrees to internally describe Ms. Bevel's separation of employment with SPI as "Ms. Bevel left to pursue other ventures" (or language of a substantially similar nature and not as a "termination").

49. In June 2023, Bevel was contacted by Ms. Aller who informed her that Xen.AI was moving forward with Bevel as an applicant and that Ms. Aller was moving forward with verifying Bevel's prior employment history.

50. Pursuant to the terms of the Agreement, Bevel provided Ms. Aller with the contact information for SPI's Human Resources Department.

51. On or about June 12, 2023, Ms. Aller reached out to SPI's Human Resources Department to verify Ms. Bevel's employment with SPI.

52. On or about June 21, 2023, Mr. Jonah Yaden, a member of SPI's Human Resources Department, provided Ms. Aller with Bevel's employment verification.

53. As set forth herein, SPI did not provide the contractually agreed upon representation to third parties.

54. As a result of SPI's conduct, it breached a material term and condition under the Agreement.

55. As a direct and proximate result of such breach, Bevel performance is excused under the Agreement as she has materially performed.

56. As a direct and proximate result of such breach, Bevel has been damaged, which damages shall be proven at trial.

SECOND CLAIM FOR RELIEF

(Retaliation Claim under Title VII of the Civil Rights Act of 1964)

57. The Plaintiff incorporates by reference all of the allegations set forth above.

58. SPI subjected Bevel to unlawful discrimination based on her being a female.

59. As a result of being subjected to gender discrimination, as set forth more fully above, Bevel opposed the discriminatory treatment by sending correspondence voicing her opposition to SPI's unfair treatment.

60. As a result of that opposition, Bevel was demoted and denied promotions.

61. After filing a claim with both the EEOC and WERD, which SPI was aware of said filings, the parties entered into an agreement wherein SPI would agree not to disparage Bevel to third-parties.

62. Despite such an agreement, SPI knowing and intentionally told a potential third-party employer that Bevel filed a discrimination claim and would not be rehired. Said

representation not only was a breach of the Agreement between these parties but also was retaliation for Bevel filing a claim with the EEOC and WERD.

63. At all times relevant, Bevel's filing with the EEOC and WERD was protected activity.

64. At all times relevant, Bevel's email to Ms. Jackson voicing opposition to discrimination was protected activity.

65. In sum, Bevel was engaged in protected opposition to unlawful employment practices committed by the SPI under Title VII. Specifically, Bevel voiced opposition to unlawful gender discrimination.

66. SPI was clearly aware that Bevel was voicing her opposition to unlawful gender discrimination practices. SPI was aware that Bevel had the right to oppose unlawful gender discrimination practices. However, despite SPI's protected right to oppose activities prohibited by Title VII, SPI intentionally retaliated against her for engaging in the protected activity.

67. SPI is liable for the acts and omissions of its agents and employees. SPI, either directly or by and through its agents, retaliated against Bevel which caused her severe injuries, damages and losses, which shall be proven at trial.

68. SPI's conduct was the proximate cause of Bevel's injuries, damages and losses, which shall be proven at trial.

69. SPI's conduct was engaged in with malice or with reckless indifference to the federally protected rights of Bevel within the meaning of Title VII.

WHEREFORE, Plaintiff prays for judgment in his favor as follows:

- A. On an amount to be proven at trial;
- B. Attorneys' fees and costs as permitted under federal and state law;
- C. Pre-and Post-Judgment interest, costs and expert witness fees; and
- D. Such other and further relief as the court deems proper in the circumstances.

PLAINTIFF DEMANDS TRIAL BY JURY OF ALL CLAIMS AND ISSUES SO TRIABLE.

Respectfully submitted this 3rd day of November, 2023.

/s/ Reid J. Elkus
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