

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

JUSTIN WRIGHT,	§	
	§	
<i>Plaintiff,</i>	§	
v.	§	CIVIL ACTION NO.
	§	
HONEYWELL INTERNATIONAL	§	
INC.,	§	
	§	
<i>Defendant.</i>	§	

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**COMPLAINT FOR DAMAGES**

COMES NOW, Plaintiff Justin Wright, by and through undersigned counsel, with this his Complaint for Damages, showing the Court as follows:

**INTRODUCTION**

1. Plaintiff Justin Wright brings this action against Defendant Honeywell International Inc. for unlawful religious discrimination, failure to accommodate, and wrongful termination under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e *et seq.*
2. Defendant required Justin to complete mandatory Unconscious Bias Training, which he reasonably believed was inconsistent with his religious beliefs as a practicing Christian.

3. Defendant refused to grant Justin a religious exemption or accommodation and ultimately terminated him for failing to comply, in direct violation of Title VII.

## **JURISDICTION AND VENUE**

4. This Court has jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1343 as this action arises under Title VII of the Civil Rights Act of 1964.
5. Venue is proper in this district under 28 U.S.C. § 1391(b) and 42 U.S.C. § 2000e-5(f)(3), because Defendant maintains operations in the Northern District of Georgia where Justin was employed before his unlawful termination, and because the unlawful employment practices described herein were primarily committed within the Atlanta Division of the Northern District of Georgia.

## **PARTIES**

6. Plaintiff Justin Wright is a former employee of Honeywell, a resident of Georgia, and a practicing Christian who adheres to biblical teachings on human equality and morality. At all relevant times, Justin was an “employee” under Title VII.
7. Defendant Honeywell International Inc. is a multinational corporation registered to do business in Georgia. Honeywell may be served at 2 Sun

Court, Suite 400, Peachtree Corners, GA 30092. At all relevant times, Honeywell was an “employer” under Title VII.

## **FACTUAL ALLEGATIONS**

### **Plaintiff’s Employment and Performance Record**

8. Justin was employed by Honeywell for five years, consistently receiving positive performance evaluations, promotions, and commendations from management.
9. Justin’s job responsibilities included managing major client accounts such as Lockheed Martin, Johnson & Johnson, Toyota, and Boeing, all of which he supported without issue.
10. Throughout his tenure at Honeywell, Justin never received any disciplinary actions or complaints regarding his performance, professionalism, or ability to collaborate with colleagues.

### **The Mandatory Unconscious Bias Training, Hostility Towards Religion, and Plaintiff’s Religious Objections**

11. In 2020, Honeywell instituted mandatory Unconscious Bias training for employees.
12. In 2022, Justin completed the Unconscious Bias training.
13. Justin walked away from the training with a belief that the training violated his sincerely held religious beliefs.

14. Justin believes that, as a Christian, all humans are made in the image of God and have worth regardless of any immutable characteristic.
15. Justin believes that focusing solely on people's immutable characteristics perpetuates derision and division between people and that this is contrary to his religious beliefs.
16. The Unconscious Bias training Justin was forced to attend was based on the premise that people's immutable characteristics are their defining attributes and that people are naturally divided by these attributes.
17. The training also asserted that people are biased toward each other and must be divided into groups based solely on immutable characteristics. On the other hand, Justin believes that a person may harbor no biases or that the only immutable characteristic that should define humans is one shared by all people: we are made in God's image.
18. The training Justin was forced to attend exemplified a belief system that divides human beings into discreet groups based on immutable characteristics. These teachings implicitly and explicitly reject his sincerely held religious beliefs.
19. The training and actions by Honeywell's agents sent a clear message that Justin must check his sincere religious beliefs at the door when he comes to work and accept a worldview that rejects his faith.

20. Additionally, Honeywell regularly sent employees corporate messaging and invitations to events contrary to Justin's religious beliefs.

21. On the other hand, there was no faith-based corporate messaging or invitations to faith-centered events.

22. Some examples of messaging include a Honeywell-sponsored celebration of the Transgender Day of Visibility, a Honeywell email touting sponsorship of numerous events that promote differentiation based solely on race or gender, and a Pride@Honeywell podcast.

23. Again, no faith-based or religious-centered events were offered to employees.

24. Honeywell regularly placed an emphasis on the importance of protected characteristics of employees, such as race, sex, and sexual preference. For example, Honeywell highlighted their sponsoring of Pride parades around the world, events based solely on race or gender characteristics, and events for disabled employees.

25. In another example of Honeywell's overt bias against religion, Justin sent an email to EmployeeNetworks@Honeywell.com, the email address designated for employee networks, and asked if a Christian Employee Network could be created to support employees of the Christian faith. Similarly, Justin believed that support networks should be set up for those of other faiths.

26. After Justin sent a message asking about creating a support network for Christian employees, Honeywell refused to respond or acknowledge his request.
27. Justin never received any response.
28. When Justin made this request, Honeywell sponsored numerous employee support groups, including an LGBTQ+ Employee Network, a Women's Employee Network, an All Abilities Employee Network, a Heighten Your Professional Experience Employee Network (an inclusion and diversity advocacy group), a Hispanic Latin Employee Network, an Asian Employee Network, and an African-American Employee Network.
29. However, Honeywell specifically excluded Justin and other employees from having an employee network centered on religion. They refused to even discuss it.
30. In mid-2024, Defendant demanded that Justin take the Unconscious Bias training a second time.
31. On June 14, 2024, Justin was informed that he was past due on the training by 8 days and was instructed to complete it immediately.
32. Justin objected to the training on religious grounds, stating that he believed that the training divides individuals based on race, sex, and other immutable characteristics and that participating in the training would force him to

affirm a belief system he fundamentally rejects because of the tenets of his faith.

33. Justin communicated his religious objections in writing to his direct manager and upper management, making it clear that his refusal was based on sincerely held religious beliefs.

34. Justin requested alternate training or a reasonable accommodation, but the only response he received was the threat of termination if he did not immediately accede to Defendant's demand that he re-take the training.

35. After Justin communicated that the training he was being forced to take a second time violated his sincerely held religious beliefs and requested alternative training or an accommodation, Honeywell's only response was that he must take the training or be terminated for willful insubordination.

36. Justin's response to Honeywell's threats and hostility toward his faith was non-combative, and he simply requested an accommodation. For example, in a June 18, 2024, email, Justin wrote to Corric Cummings, Sr. HR Partner after receiving threats that he would be fired:

Good Morning Corric,  
Thank you for your email, but I do not agree with the premise that refusal to complete the training should be classified as 'willful insubordination'. I notified my managers that I did not wish to participate in the training due to my personally held beliefs. I was neither negligent or combative in communicating my desire to not complete this particular training to my supervisors.

In five years of employment, I have an exemplary record supported by yearly performance reviews from multiple managers and several promotions within the organization. I have never received a complaint or write up for any reason including the inability to work with others. Am I now being told that I must forfeit my own beliefs in order to maintain employment at Honeywell?

I am only asking that the rights granted to all Honeywell employees to protect their own autonomy be extended to me as well. I look forward to us working through this matter together reasonably and amicably.

To the immediate, I will continue to support Honeywell's customers and business until formally being told otherwise.

Thanks again and have a great day

37. The response by Mr. Cummings, was this:

...As you know, your manager has been notified of your non-compliance and your manager's manager will continue to be notified until you complete this required training. Failure to comply with this training may result in disciplinary action up to termination.

### **Honeywell's Threats, Discrimination, and Refusal to Accommodate**

38. Again, after Justin requested an accommodation based on his religious beliefs, Honeywell's Human Resources Department responded by threatening immediate termination, stating that refusal to complete the training constituted willful insubordination.

39. Justin reiterated his religious objections, explaining that completing the training would require him to endorse a worldview in direct conflict with his faith.

40. Justin requested an accommodation in the form of an exemption from the training or asked whether an alternative training was available that would not violate his beliefs, but Honeywell categorically denied his request without engaging in any interactive process and refused to offer any alternative.

41. It would not have been an undue hardship for a corporation with Honeywell's resources to provide an accommodation to Justin in the form of non-objectionable training or, for example, not requiring him to retake training he had already completed.

42. Said differently, it would have been a near zero cost to permit those employees— such as Justin— with a religious objection to only submit to the training once.

43. Instead, Honeywell offered Justin a Hobson's choice: abandon your sincerely held religious beliefs or be terminated for "willful insubordination."

44. At the request of his manager, in an effort to offer a solution and a workable pathway forward in the face of open hostility toward religion, Justin requested to start a Christian Employee Network.

45. Honeywell did not acknowledge his request or respond to his multiple follow-up emails.

46. The mosaic of disparate treatment and antagonism towards religion at Honeywell made it clear that— while employee support groups based on racial characteristics, gender, or sexual orientation would be welcomed and given special status throughout the corporation— those employees who had faith-based, religious beliefs were not only disfavored but actively discriminated against.

47. In fact, Honeywell made it clear that the belief system it espoused and required for continued employment forced employees to abandon their sincerely held religious beliefs or face immediate termination.

48. Honeywell made it clear that no religious accommodation would be considered for employees as religion was highly disfavored.

49. After requesting a reasonable accommodation, Justin continued to perform his job duties successfully, demonstrating that the training was not necessary for his work.

### **Plaintiff's Termination**

50. On August 6, 2024, Justin was informed that he must complete the training or be terminated.

51. When Justin would not compromise his religious beliefs to attend the offensive training again, he was summarily terminated.

52. Justin did not receive any formal disciplinary warnings, nor was he given any indication that his refusal would prevent him from continuing to do his job.

53. On August 30, 2024, Justin was terminated without further discussion.

54. Justin did not receive an official termination letter until one week later, and even then, the letter did not provide a substantive explanation for his termination.

55. Moreover, Justin was only provided a termination letter after repeatedly requesting an official written explanation from Human Resources before and after his termination on August 30<sup>th</sup>.

### **CLAIMS FOR RELIEF**

#### **COUNT I – VIOLATION OF TITLE VII (42 U.S.C. § 2000e-2(a)) – RELIGIOUS DISCRIMINATION**

56. Plaintiff incorporates all prior paragraphs as if fully stated herein.

57. Title VII prohibits employers from discriminating against an employee on the basis of religion, including refusing to accommodate religious beliefs unless doing so would impose an undue hardship.

58. Honeywell failed to provide a reasonable accommodation and instead terminated Justin solely based on his religious objections.

59. Justin had previously taken the training and, as a result, had a sincere objective and subjective belief that the training offended his religious beliefs.

60. Rather than engage with Justin about his religious objections he was summarily terminated.

61. Rather than discuss his requests for a faith-based support network, he was ignored and ultimately punished for his religious beliefs.

62. Honeywell empowered its agents to subject Plaintiff to adverse treatment. Plaintiff's religion was a motivating factor for Honeywell's agents when they subjected Plaintiff to materially adverse treatment. Honeywell's agents intended for their conduct to cause Plaintiff to suffer the adverse employment actions at issue, and Plaintiff would not have suffered adverse action in the absence of its agents' conduct.

63. Alternatively, Honeywell intended by its actions to cause Plaintiff to suffer the adverse employment actions at issue, and its actions were a motivating factor in the termination of Plaintiff's employment.

64. Honeywell's actions constitute unlawful discrimination on the basis of Plaintiff's religion in violation of Title VII.

65. Honeywell willfully and wantonly disregarded Plaintiff's rights, and its discrimination against Plaintiff was undertaken in bad faith.

66. The effect of the conduct complained of has been to deprive Plaintiff of opportunity because of his religion. As a direct approximate result of Honeywell's violation of Title VII, Plaintiff has also been made the victim of acts that have adversely affected his psychological and physical well-being and his professional reputation. Accordingly, Honeywell is liable for the damages Plaintiff has sustained due to Honeywell's unlawful discrimination.

67. Plaintiff seeks all available relief under Title VII, including lost wages and benefits, compensatory damages, interest, and reasonable attorney's fees and costs.

**COUNT II – VIOLATION OF TITLE VII – FAILURE TO ACCOMMODATE**

11. Plaintiff incorporates all prior paragraphs as if fully stated herein.

12. Honeywell was required under Title VII to engage in an interactive process to determine a reasonable accommodation.
13. Honeywell categorically refused to accommodate Justin and instead issued an ultimatum.
14. Rather than engage in an interactive process to determine whether it would be an undue hardship to accommodate Justin's religious beliefs, they refused to respond to or acknowledge his reasonable requests.
15. Honeywell never took steps to determine if it would be an undue hardship to accommodate Justin's religious beliefs.
16. As Justin had previously taken the training, reasonable responses could have included providing a religious-based waiver for the training or, providing an alternative training, for example, on federal law or Title VII.
17. Defendant violated Title VII by failing to provide Plaintiff with a reasonable accommodation based on his religious beliefs.
18. Honeywell willfully and wantonly disregarded Plaintiff's rights, and its actions towards Plaintiff were undertaken in bad faith.
19. As a result of Defendant's violation of Title VII, Plaintiff has incurred lost compensation, and has suffered emotion distress, inconvenience, mental anguish, and loss of enjoyment of life.

20. Plaintiff seeks all available relief under Title VII, including lost wages and benefits, compensatory damages, interest, and reasonable attorney's fees and costs.

### **COUNT III – VIOLATION OF TITLE VII – RETALIATION**

21. Plaintiff incorporates all prior paragraphs as if fully stated herein.

22. Justin engaged in protected activity by opposing religious discrimination.

23. Honeywell retaliated by issuing threats, creating a hostile work environment, and ultimately terminating Justin for standing by his religious beliefs.

24. Although Justin's work record was unblemished, his performance reviews were exemplary, and he had no record of exhibiting "bias" towards coworkers or customers, he was targeted and summarily terminated after he complained that the Unconscious Bias training violated his sincere religious beliefs.

25. Honeywell's corporate belief system abhors religion and religious affiliation, and it is the accepted practice to retaliate against employees who voice opposition based on sincere religious beliefs.

26. There is convincing evidence that Honeywell had a particular vitriol towards Christianity and organized religion generally.

27. By punishing and terminating Justin, Honeywell has sent a clear message to all employees: if you voice opposition to corporate practices that violate

your sincerely held religious beliefs or engage in protected activities based on religious objections, you will be targeted and terminated.

28. As a direct and proximate result of Honeywell's retaliatory actions, Plaintiff has suffered economic and non-pecuniary damages.

29. Honeywell willfully and wantonly disregarded Plaintiff's rights, and its actions towards Plaintiff were undertaken in bad faith.

30. Honeywell is therefore liable for damages proximately resulting from its retaliation against Plaintiff.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff respectfully requests that this Court:

- a. Declare that Defendant violated Title VII;
- b. Award Plaintiff damages equal to the amount of lost pay and benefits, lost opportunities, and expenses suffered by Plaintiff due to the unlawful discrimination and retaliation perpetrated by Defendant, with prejudgment interest;
- c. Compensatory damages, in an amount to be determined by a jury for Plaintiff's emotional distress, loss of professional reputation, suffering, inconvenience, mental anguish, loss of enjoyment of life, and special damages;

- d. Punitive damages where permitted by statute in an amount to be determined by a jury to punish Defendant against whom such damages are recoverable for their conduct toward Plaintiff sufficient to deter the Defendant from similar conduct in the future;
- e. Reinstate Plaintiff's employment with appropriate seniority or award front pay in lieu of reinstatement;
- f. Grant an injunction prohibiting Defendant from enforcing mandatory training that violates religious beliefs without accommodation;
- g. Award reasonable attorneys' fees and costs pursuant to 42 U.S.C. § 2000e-5(k) or where permitted by statute;
- h. Pre- and post-judgment interest on any recovery as permitted by state law;
- i. In the alternative, nominal damages for purposes of any claim against the Defendant; and
- j. Grant such other relief as the Court deems just and proper.

**JURY DEMAND**

Plaintiff demands a trial by jury on all claims triable by a jury.

This 28th day of February, 2025.

**HENEFELD & GREEN, P.C.**

/s/ Noah Green  
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