

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

KYLE O'MARA
c/o Cornerstone Law Firm
5821 NW 72nd Street
Kansas City, MO 64151

Plaintiff,

v.

SECURE TALENT, INC.,
Serve Registered Agent:
CT Corporation System
112 SW 7th St, Ste 3C
Topeka, KS 66603

KORN FERRY (US)
Serve Registered Agent:
Corporation Service Co.
1100 Wanamaker Rd, Ste 103
Topeka, KS 66604

Defendants.

Case No. _____

COMPLAINT FOR DAMAGES

COMES NOW, Plaintiff Kyle O'Mara ("Plaintiff"), by and through his attorneys, and for his cause of action against Defendants Secure Talent, Inc., ("Secure Talent"), and Korn Ferry (US) ("Korn Ferry") (collectively as "Defendants"), and states and alleges as follows:

Introduction

1. This is an employment case based upon and arising under the Americans with Disabilities Act as Amended ("ADAAA").

2. Because of Defendant's illegal treatment in the terms, conditions, compensation, and privileges of his employment, Plaintiff has been damaged and seeks all remedies and relief available to him.

Parties and Jurisdiction

3. Plaintiff is a citizen of the United States, residing in Overland Park, Johnson County, Kansas.

4. Secure Talent is and was at all relevant times a foreign for-profit corporation organized under the laws of the State of California, with its principal place of business in San Diego, California.

5. Secure Talent conducts substantial and continuous business and has substantial and numerous contacts in the State of Kansas.

6. Korn Ferry is and was at all relevant times a foreign for-profit corporation organized under the laws of the State of Delaware, with its principal place of business in Los Angeles, California.

7. Korn Ferry conducts substantial and continuous business and has substantial and numerous contacts in the State of Kansas.

8. Upon information and belief, Defendants are joint and /or single employers of Plaintiff with substantial interrelation of operations.

9. This is an employment action based upon and arising under the ADAAA.

10. Plaintiff was an employee of Defendants within the meaning of the ADAAA.

11. Defendants Secure Talent and Korn Ferry are employers within the meaning of the ADAAA.

12. This Court has original federal question jurisdiction under 28 U.S.C. § 1311.

13. This Court has personal jurisdiction because the Plaintiff worked for Defendant within the District of Kansas, and specifically, remotely, from his home office in Overland Park, Johnson County, Kansas

14. Venue is proper in this Court pursuant to 28 U.S.C. §1391(b), as the cause of action set forth herein, including Plaintiff's wrongful termination, occurred in the District of Kansas.

Administrative Procedures

15. On or about September 25, 2024, Plaintiff timely filed with the Kansas Human Rights Commission ("KHRC") and the Equal Employment Opportunity Commission ("EEOC") a Charge of Discrimination against the District.

16. On or about April 22, 2025, the EEOC issued to Plaintiff a Notice of Right to Sue.

17. The aforesaid Charge of Discrimination provided the KHRC and the EEOC sufficient opportunity to investigate the full scope of the controversy between the parties and, accordingly, the sweep of this judicial complaint may be and is as broad as the scope of a KHRC or EEOC investigation, which could reasonably be expected to have grown out of the Charge of Discrimination.

18. This lawsuit is filed within ninety (90) days of the issuance of the Notices of Right to Sue.

19. Plaintiff has satisfied all private, administrative, and judicial prerequisites to the institution of this action.

20. This action is filed within the applicable statute of limitations.

Additional Factual Allegations

21. Plaintiff began working for Korn Ferry via Secure Talent on or around June 2021 as a Senior Technical Recruiter from his home office in Kansas.

22. At all relevant times, Plaintiff suffered from complex post-traumatic stress disorder (PTSD), attention deficit hyperactivity disorder (ADHD), and Chronic Fatigue Syndrome.

23. During his employment, Plaintiff was required to work with Project Lead Anastasia Bender (“Anastasia”).

24. While working on tasks, running meetings and engaging in the daily course of business, Anastasia would make remarks regarding Plaintiff's disabilities such as:

- a. Earth to Kyle, no time for your ADHD;
- b. Did you come in on the short bus today;
- c. Just because you have a disability doesn't mean you don't need to work;
- d. Earth to moon unit zappa, tune in;
- e. Come on short bus; and
- f. Tune in Tokyo, tune in.

25. On or around January 2024, Plaintiff reported Anastasia to Human Resources Representative Son Ly (“Son Ly”), for the comments that were made about his disabilities.

26. Neither Son Ly, nor any other Human Resource Representative reached out regarding Plaintiff's report.

27. On or around February 2024, Plaintiff made another report of the same conduct directly to Project Director Jesse Allen (“Jesse Allen”).

28. The meeting resulted in Anastasia being informed of Plaintiff's reports.

29. In response, Anastasia told Plaintiff, “Never go to the manager and lie about me again.”

30. Additionally, Anastasia threatened Plaintiff by saying she would get him fired if Plaintiff reported her again.

31. On or around July 1, 2024, after an additional incident of discriminatory conduct by Anastasia, Plaintiff spoke with Manager Stephanie Francois and informed her that Anastasia was engaging in discriminatory conduct once again.

32. On or around July 2, 2024, Plaintiff spoke with Jesse Allen and made an additional report of discriminatory conduct.

33. On or around July 10, 2024, Jesse Allen called Plaintiff about his reports.

34. On this call, Plaintiff was told by Jesse Allen that “Everything [was] going to be fine” with respect to his employment

35. The next day, Plaintiff received a call from Jesse Allen, who informed Plaintiff that his employment was being terminated.

36. Plaintiff asked about the status of his reports of discrimination, to which Jesse Allen responded, “I am not at liberty to discuss that.”

37. When Plaintiff asked for the reason for his termination, Jesse Allen stated it was due to Plaintiff cussing while at work.

38. The situation Jesse Allen was referring to took place 7 months prior to Plaintiff’s termination.

39. Plaintiff pointed this out to Jesse Allen, to which he responded, “Oh, well they must have found something else,” and proceeded to laugh before hanging up.

COUNT I

**Violation under 42 U.S.C. §§ 12101 et seq.
Disability Discrimination -- Termination**

40. Plaintiff re-alleges and incorporates herein by reference, as though fully set forth herein, all of the above numbered paragraphs.

41. At all relevant times, Plaintiff was an individual with a disability pursuant to ADAAA because of his work restrictions and/or related medical conditions are each an impairment that substantially limited one or more of his major life activities, including but not limited to, reading, hearing, sleeping, learning, concentrating, and communicating.

42. At all relevant times, Plaintiff was an individual with a disability pursuant to the ADAAA because Defendant regarded Plaintiff as having a disability and/or Plaintiff had a record of a disability.

43. At all relevant times, Plaintiff was an individual with a disability pursuant to the ADAAA because Defendant regarded him as having a physical impairment that substantially limited one or more of his major life activities and/or bodily functions.

44. At all relevant times, Plaintiff was a qualified individual pursuant to the ADAAA because he could perform the essential functions of his job with or without reasonable accommodation.

45. During Plaintiff's employment, Defendant subjected him to adverse employment actions, including but not limited to, treating Plaintiff less favorably than his non-disabled coworkers by terminating Plaintiff's employment.

46. At all relevant times mentioned herein, before and after, the above-described perpetrators were agents, servants, and employees of Defendant, and were at all such times acting within the scope and course of their agency and employment, and/or their actions were expressly authorized or ratified by Defendant thus making Defendant liable for said actions under the doctrine of *respondeat superior*.

47. Defendant failed to make good faith efforts to establish and enforce policies to prevent illegal discrimination against its employees.

48. Defendant failed to properly train or otherwise inform its supervisors and employees concerning their duties and obligations under the civil rights laws, including ADAAA.

49. As shown by the foregoing and as a result of his termination, Plaintiff suffered intentional discrimination at the hands of Defendant in violation of the ADAAA.

50. As a direct and proximate result of Defendant's actions and/or omissions, Plaintiff has been deprived of income as well as other monetary and non-monetary benefits.

51. As a further direct and proximate result of Defendant's actions and/or omissions, Plaintiff has suffered humiliation, mental anguish, pain, and loss of self-esteem in the form of garden variety emotional distress and related compensatory damages.

52. Defendants' conduct was willful, wanton, and malicious, and showed complete indifference to and/or conscious disregard for the rights of others, including the rights of the Plaintiff, thus justifying an award of punitive damages in an amount sufficient to punish Defendants or to deter them and other companies from like conduct in the future.

53. Pursuant to the provisions of the ADAAA, Plaintiff is entitled to recover his reasonable attorneys' fees from Defendants.

WHEREFORE Plaintiff requests that the Court enter judgment in his favor and against Defendant for economic damages, including but not limited to back-pay and lost benefits; for compensatory damages, including but not limited to emotional distress; for equitable relief, including but not limited to front-pay and injunctive relief; for punitive damages; for reasonable attorneys' fees and costs incurred herein; for pre- and post-judgment interest as allowed by law; and for such and further legal and equitable relief as the Court deems just and proper.

COUNT II
Violation under 42 U.S.C. §§ 12101 et seq.
Retaliation

54. Plaintiff re-alleges and incorporates herein by reference, as though fully set forth herein, all the above numbered paragraphs.

55. Plaintiff engaged in protected activity under the ADAAA by reporting discrimination based on his disability and reporting retaliation.

56. As a result of Plaintiff's above-referenced protected activities, Defendant took adverse actions against him, including but not limited to, treating Plaintiff less favorably than his non-disabled coworkers and ultimately, terminating Plaintiff's employment.

57. Plaintiff's protected activities were at least a motivating or determining factor in Defendant's decision to take adverse actions against Plaintiff, including but not limited to, terminating Plaintiff's employment.

58. At all times mentioned herein, before and after, the above-described perpetrators were agents, servants, and employees of Defendant, and were at all such times acting within the scope and course of their agency and employment, and/or their actions were expressly authorized or ratified by Defendant, thus making Defendant liable for said actions under the doctrine *respondeat superior*.

59. Defendant failed to make good faith efforts to establish and enforce policies to address and prevent illegal discrimination and retaliation against its employees.

60. Defendant failed to properly train or otherwise inform its supervisors and employees concerning their duties and obligations under civil rights laws, including the ADAAA.

61. As shown by the foregoing, as a result of his termination, Plaintiff suffered intentional discrimination at the hands of Defendant in violation of the ADAAA.

62. As a direct and proximate result of Defendant's action and/or omissions, Plaintiff has suffered humiliation, mental anguish, pain, and a loss of self-esteem in the form of garden variety emotional distress and related compensatory damages.

63. As a further direct and proximate result of Defendant's actions and/or omissions, Plaintiff has been deprived of income, as well as other monetary and non-monetary benefits.

64. By failing to take prompt and effective remedial action, Defendant, in effect, condoned, ratified, and/or authorized discrimination and retaliation against Plaintiff.

65. Defendant's conduct was willful, wanton, malicious, and showed complete indifference to or conscious disregard for the rights of others, including the rights of Plaintiff entitling Plaintiff, thus justifying an award of punitive damages in an amount sufficient to punish Defendant or to deter Defendant and other entities from similar conduct in the future.

66. Pursuant to the provisions of the ADAAA, Plaintiff is entitled to recover reasonable attorneys' fees from Defendant.

WHEREFORE Plaintiff requests that the Court enter judgment in his favor and against Defendant for economic damages, including but not limited to back-pay and lost benefits; for compensatory damages, including but not limited to emotional distress; for equitable relief, including but not limited to front-pay and injunctive relief; for punitive damages; for reasonable attorneys' fees and costs incurred herein; for pre- and post-judgment interest as allowed by law; and for such and further legal and equitable relief as the Court deems just and proper.

Demand for Bench Trial

Plaintiff requests a Bench Trial, in Kansas City, Kansas on all counts and allegations of wrongful conduct alleged in this Complaint.

Respectfully Submitted,

CORNERSTONE LAW FIRM

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