

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
Ocala Division

JINTANA HAMPTON,

Plaintiff;

v.

UNITED AIRLINES, INC.,

Defendant.

Case No.: 5:25-CV-00812-KCD-PRL

**PLAINTIFF JINTANA HAMPTON'S OPPOSITION TO  
DEFENDANT UNITED AIRLINES, INC.'S MOTION TO DISMISS**

The question before the Court is simple: whether Plaintiff Jintana Hampton's Complaint sets forth sufficient facts to state a plausible claim for relief. *See Great Lakes Ins. SE v. Ming & Kwang Dev. Corp.*, 763 F. Supp. 3d 1364, 1367 (M.D. Fla. 2025). It does. The Complaint's detailed, well-pleaded allegations that Defendant United Airlines terminated Ms. Hampton after refusing to consider her request for a religious accommodation meet and exceed the pleading standard under Rule 12(b)(6). United's motion to dismiss (Doc. 24) therefore should be denied.

Rather than accepting the Complaint's well-pleaded allegations as true, United's motion repeatedly raises factual disputes that are inappropriate for resolution at this stage. For example, United disputes the Complaint's allegations that Ms. Hampton timely submitted her accommodation request. But United does not and cannot deny that it provided a separate deadline for inactive employees on leave to submit a request for an accommodation. United similarly disputes whether Ms. Hampton actually

complied with the extended deadline for employees on leave. But at the motion-to-dismiss stage, the court must accept the plaintiff's well-pleaded allegations as true, not the defendant's version of events. That United raises these disputes only confirms that they must be resolved by a factfinder with evidence, not conjecture. Put simply, resolving these disputes is not a matter for the Court at this time.

The gist of United's motion appears to be that it merely fired Ms. Hampton for missing a deadline. Not so. Adopting and enforcing arbitrary (and elastic) deadlines does not entitle United to violate Title VII by refusing to even consider a request for a religious accommodation. Title VII "gives religious practices favored treatment, affirmatively obligating employers not to ... discharge any individual because of such individual's religious observance and practice." *EEOC v. Abercrombie & Fitch Stores, Inc.*, 575 U.S. 768, 775 (2015). Once Ms. Hampton submitted her request for a religious accommodation, United had a statutory obligation to consider it. United stamped the request as "untimely" and ran it through the paper shredder. United never evaluated whether an accommodation was possible, much less reasonable. Instead, it terminated a 28-year employee without fulfilling its most basic obligation under Title VII.

The Complaint sufficiently states claims under Title VII and the Florida Civil Rights Act, and its factual allegations raise a right to relief well above the speculative level. For the reasons set forth below, United's motion to dismiss should be denied.

## FACTUAL BACKGROUND

The Complaint alleges the following facts, which are accepted as true and viewed in the light most favorable to Plaintiff:

Jintana Hampton served as a flight attendant for United Airlines for twenty-eight years, beginning on November 12, 1993. (Compl. ¶ 10.) She is a Christian whose sincere religious beliefs preclude her from receiving a COVID-19 vaccine. (*Id.* ¶¶ 3, 26, 28.)

On August 6, 2021, United announced a company-wide COVID-19 vaccination policy requiring all U.S.-based employees to receive a vaccine by September 27, 2021. (Compl. ¶ 17.) Employees who failed to become vaccinated or obtain an exemption faced termination. (*Id.* ¶ 19.)

The vaccination policy permitted employees to request a religious or medical exemption. (Compl. ¶ 20.) As one federal court observed, however, United's mandate "reflects an apathy, if not antipathy, for many of its employees' concerns and a dearth of toleration for those expressing diversity of thought." (*Id.* ¶ 5 [quoting *Sambrano v. United Airlines, Inc.*, 570 F. Supp. 3d 409, 420 (N.D. Tex. 2021), *rev'd and remanded*, No. 21-11159, 2022 WL 486610 (5th Cir. Feb. 17, 2022)].)

United sought to grant as few religious accommodations as possible. (Compl. ¶ 22.) As an illustration, "United's CEO, Scott Kirby, expressed skepticism and apparent disdain for any religiously-motivated exemption requests." (*Id.* [quoting *Sambrano*, 570 F. Supp. at 420].) At a United "town hall meeting," Kirby declared that "very few" religious exemptions would be granted and then warned "any employee [who] all the

sudden decided I'm really religious" would unequivocally be "putting your job on the line. You'd better be very careful about that." (*Id.*) As one court observed, "[s]uch statements paint a vivid picture of United's perspective on employees who requested religious exemptions." (*Id.*)

For active employees, the deadline to submit an accommodation request was August 31, 2021. (Compl. ¶ 23.) But United created a different path for *inactive* employees on leave. Under United's guidelines, employees on leave would start the accommodation process one month before their anticipated return to work. (*Id.* ¶ 24.)

When United announced its vaccination mandate in August 2021, Ms. Hampton was on a leave of absence. (Compl. ¶ 29.) She planned to return to work in early 2022. (*Id.* ¶ 29.) Under the employee-on-leave deadline, she was entitled to begin the accommodation process one month before her expected return, not by August 31, 2021. (*Id.* ¶ 24.) On September 19, 2021, Ms. Hampton submitted a request for a religious accommodation. (Compl. ¶ 30.) Three days later, United informed her that her request was "untimely" because it was not submitted by the August 31, 2021 deadline. (*Id.* ¶ 31.) United then closed her request without evaluating whether any accommodation was possible. (*Id.* ¶ 31.)

Puzzled by United's actions, Hampton resubmitted her request on September 24, 2021, to clarify that she was on leave and thus the August 31 deadline did not apply to her. (Compl. ¶ 33.) United never responded to this clarification. Nor did United evaluate Hampton's request on the merits. (*Id.* ¶¶ 34–35.) Instead, on February 15, 2022, United notified Hampton that she was required to attend an investigatory

meeting on February 22, 2022. (*Id.* ¶¶ 35–36.) At the meeting, Hampton reiterated that her religious beliefs prevented her from complying with the vaccination requirement. (*Id.* ¶ 36.) Days later, United terminated her employment. (*Id.* ¶¶ 37–38.)

The termination letter cited Hampton’s failure to comply with the vaccination policy. (Compl. ¶ 38.) It said nothing about whether United had ever considered her accommodation request. Nor did it explain why United had applied the August 31 deadline to Ms. Hampton in conflict with its separate employee-on-leave deadline.

In March 2022, Hampton filed a charge with the U.S. Equal Employment Opportunity Commission (EEOC) and the Florida Commission on Human Relations. (Compl. ¶ 12.) On August 20, 2025, the EEOC issued its determination, finding reasonable cause to believe that United violated Title VII. (*Id.* ¶ 13.) On September 17, 2025, the EEOC issued Ms. Hampton a Notice of Right to Sue. (*Id.* ¶ 14.) Hampton filed this action within ninety days of receiving that notice. (*Id.* ¶ 15.)

### **LEGAL STANDARD**

When evaluating a complaint under Rule 12(b)(6), “courts must be mindful that the Federal Rules require only that the complaint contain ‘a short and plain statement of the claim showing that the pleader is entitled to relief.’” *United States v. Baxter Int’l, Inc.*, 345 F.3d 866, 880 (11th Cir. 2003) (quoting Fed. R. Civ. P. 8(a)(2)). When deciding a motion to dismiss, the Court accepts the complaint’s factual allegations as true and draws all reasonable inferences in the light most favorable to the plaintiff. *See Garcia v. Character Techs., Inc.*, 785 F. Supp. 3d 1157, 1169 (M.D. Fla. 2025) (citing *Randall v. Scott*, 610 F.3d 701, 705 (11th Cir. 2010)). A complaint need only “contain sufficient

factual matter, accepted as true, to state a claim to relief that is plausible on its face.” *Great Lakes Ins. SE v. Ming & Kwang Dev. Corp.*, 763 F. Supp. 3d 1364, 1367 (M.D. Fla. 2025) (quoting *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009)). “This standard of plausibility is met when the plaintiff pleads enough factual content ‘to draw the reasonable inference that the defendant is liable for the misconduct alleged.’” *United States v. Gyetvay*, 734 F. Supp. 3d 1270, 1276 (M.D. Fla. 2024) (quoting *Iqbal*, 556 U.S. at 678).

## ARGUMENT<sup>1</sup>

- I. The Complaint states a claim that United failed to accommodate Ms. Hampton’s religious beliefs.**
  - A. The Complaint alleges a straightforward Title VII violation under a failure-to-accommodate theory.**

To survive a motion to dismiss, an employment discrimination plaintiff need not allege a prima facie case. *See Hogancamp v. Cnty. of Volusia*, 316 F. Supp. 3d 1354, 1357 (M.D. Fla. 2018) (citing *Swierkiewicz v. Sorema N.A.*, 534 U.S. 506, 510 (2002)). Instead, a plaintiff states a claim for failure to accommodate simply by alleging that (1) she holds a sincere religious belief that conflicts with an employment requirement; (2) she informed the employer about the conflict; and (3) she was discharged for failing to comply with the conflicting employment requirement. *See Morrisette-Brown v. Mobile Infirmary Med. Ctr.*, 506 F.3d 1317, 1321 (11th Cir. 2007). Ms. Hampton alleges all three elements.

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<sup>1</sup> The Eleventh Circuit has determined the Florida Civil Rights Act is modeled after Title VII, so federal Title VII case law is applicable to construe the Act. *See Albra v. Advan, Inc.*, 490 F.3d 826, 834 (11th Cir. 2007). Accordingly, Plaintiff’s arguments in support of her Title VII claims (Counts I-III) apply to her FCRA claim (Count IV).

*First*, Ms. Hampton holds a sincere religious belief that conflicts with an employment requirement. She is a Christian whose religious beliefs preclude her from receiving a COVID-19 vaccine. (Compl. ¶¶ 3, 26, 28.) United’s policy required all U.S. employees to be vaccinated for COVID-19. (*Id.* ¶ 17.) The religious conflict with the mandate is clear. *Second*, Ms. Hampton informed United about the conflict. She submitted a request for a religious accommodation on September 19, 2021. (*Id.* ¶ 30.) She resubmitted that request on September 24, 2021, to clarify her leave status. (*Id.* ¶ 33.) And she reiterated her religious objection at the February 22, 2022 investigatory meeting. (*Id.* ¶ 36.) United was well aware of Ms. Hampton’s conflict. *Third*, Ms. Hampton was discharged for failing to comply with the conflicting employment requirement. United terminated her on February 26, 2022, for failing to comply with the vaccination mandate. (*Id.* ¶¶ 37–38.)

Taken together, Ms. Hampton stated a claim for failure to accommodate. The elements are alleged, the facts are well pleaded to support those elements, and the claim is plausible. Count I should not be dismissed.

**B. United’s premature factual disputes are inappropriate at the motion-to-dismiss stage.**

In support of its motion to dismiss, United ignores the Complaint’s well-pleaded factual allegations and raises a host of premature factual disputes. None has merit.

To begin with, United contends that the Complaint “contains no factual allegations showing that she actually submitted a religious-accommodation request before returning from leave in early 2022.” (Mot. 8.) United is jumping the gun. “At

the motion to dismiss stage ... Plaintiff is not required to ‘prove’ or show anything through evidence.” *White v. City of Atlanta*, 2009 WL 10670592, at \*6 (N.D. Ga. Sept. 2, 2009). Instead, Ms. Hampton need only provide sufficient facts, taken as true, to support a reasonable inference that United discriminated against her by failing to accommodate. *See Hogancamp*, 316 F. Supp. 3d at 1357–58. She did. (Compl. ¶¶ 30–31, 33, 37–38.)

In any event, United is flat wrong. A cursory reading of the Complaint reveals that it alleges that Ms. Hampton submitted a request for a religious accommodation on September 19, 2021. (Compl. ¶ 30.) It alleges that United closed her request as “untimely” three days later. (*Id.* ¶ 31.) And it alleges that she resubmitted her request on September 24, 2021, clarifying that she was on leave, and that United never responded to her clarification. (*Id.* ¶ 33.) These are well-pleaded factual allegations, and the Court must accept them as true at this stage. *See Great Lakes*, 763 F. Supp. at 1367.

United then tries another angle, contending that Ms. Hampton “has not alleged facts showing that she submitted a timely reasonable accommodation request.” (Mot. 8.) That is wrong. Again, a cursory reading of the Complaint reveals that it alleged:

- United’s policy permitted employees on leave to begin the reasonable accommodation process one month prior to their anticipated return-to-work date. (Compl. ¶ 24.)
- Ms. Hampton was on leave when United announced its vaccination mandate. (*Id.* ¶ 29.)
- She planned to return to work in early 2022. (*Id.*)
- She submitted her accommodation request on September 19, 2021. (*Id.* ¶ 30.)

- She resubmitted her request on September 24, 2021. (*Id.* ¶ 33.)

The Complaint could not be clearer. Hampton submitted her request in September 2021 pursuant to United’s employee-on-leave deadline, which was *months* before she planned to return to work.

United contends that its attached exhibits “confirm” that Ms. Hampton “did not submit a religious accommodation prior to January 31, 2022.” (Mot. 8.) But the exhibits confirm *the opposite*. United attached three exhibits to its motion: Ms. Hampton’s EEOC charge (Ex. A, Doc. 24-1), the investigation letter (Ex. B, Doc. 24-2), and the termination letter (Ex. C, Doc. 24-3). United directs (Mot. at 8) the Court to Exhibits B and C, but United sidesteps Exhibit A, Ms. Hampton’s EEOC charge. The reason is obvious: the charge states, in her own words, that she “notified [her] employer of [her] religious belief and requested a religious accommodation to Respondent’s Covid-19 vaccination mandate, which was denied, on or about **September 22, 2021.**” (Doc. 24-1 at 2 [emphasis added].) United’s own exhibit *supports* Ms. Hampton’s allegation that she submitted her accommodation request in September 2021.

As for Exhibits B and C, they say nothing about when Ms. Hampton submitted her accommodation request. Exhibit B directs her to attend an investigatory meeting. (Doc. 24-2.) Exhibit C is her termination letter. (Doc. 24-3.) Neither document addresses the timing of her accommodation request. But neither contradicts her allegation that she submitted a request on September 19, 2021, and resubmitted on

September 24, 2021. (Compl. ¶¶ 30, 33.) United’s argument is refuted by the very evidence it submitted.<sup>2</sup>

At any rate, if United believes Ms. Hampton never submitted a request in September 2021, then that is a factual dispute. United may conduct discovery, after which it may move for summary judgment with supporting evidence. But United cannot obtain dismissal by inviting the Court to disbelieve the Complaint based on exhibits that do not contradict its well-pleaded allegations.

Likewise unavailing is United’s contention that Ms. Hampton “does not plausibly allege that her request for a religious accommodation complied ... with the extended deadline she alleges applied to employees returning from leave.” (Mot. 8.) Flip to pages seven and eight of the Complaint. (Doc. 1.) The Complaint alleges that United’s policy “permitted employees on leave to begin the reasonable accommodation process one month prior to their anticipated return to work.” (Compl. ¶ 24.) Ms. Hampton was on leave when United announced its vaccination mandate. (*Id.* ¶ 29.) She planned to return to work in early 2022. (*Id.*) So she submitted her accommodation request on September 19, 2021. (*Id.* ¶ 30.) The math adds up: if Ms. Hampton planned to return in early 2022, then the employee-on-leave deadline would

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<sup>2</sup> Plaintiff is puzzled by United’s repeated misrepresentation that the Complaint “contains no factual allegations showing that she actually submitted a religious-accommodation request before returning from leave in early 2022.” (Mot. 8.) United similarly misrepresents that its exhibits “confirm” Ms. Hampton “did not submit a religious accommodation prior to January 31, 2022.” (*Id.*) Both assertions are expressly contradicted by the Complaint and United’s own exhibits. (*See* Compl. ¶¶ 24, 29–30, 33; Ex. A, Doc. 24-1.)

have been one month before that date: in late 2021 or early 2022. She submitted her request in September 2021, thus complying with the deadline.

United's remaining arguments fare no better. United contends that Ms. Hampton "seems to imply" that she submitted "a second request for accommodation" after United denied her first request. (Mot. 9.) That argument mischaracterizes the Complaint. Ms. Hampton did not submit two separate accommodation requests; she submitted one request on September 19, 2021. (Compl. ¶ 30.) United closed it three days later as "untimely." (*Id.* ¶ 31.) Ms. Hampton was confused by that decision. She had submitted her request months before her anticipated return-to-work date; and under the employee-on-leave deadline, her request was timely. Yet United (improperly) rejected it as untimely under the August 31 general deadline. To alert United that she was on leave and therefore subject to a different timeline, Ms. Hampton resubmitted her request "to clarify that she was on leave." (*Id.* ¶ 33.) That was not a "discrete act" requiring independent exhaustion under *National Railroad Passenger Corp. v. Morgan*, 536 U.S. 101, 113-14 (2002). It was the continuation of a single administrative process. She was attempting to correct what appeared to be an error or oversight in United's processing of her original request. Ms. Hampton timely filed one claim, and it is fully exhausted.

United contends that a "fatal defect" supporting dismissal is that Ms. Hampton "does not identify any reasonable accommodation that existed." (Mot. 10.) Unsurprisingly, United cites no case supporting the proposition that, to survive dismissal, a plaintiff must identify a reasonable accommodation. That is unsurprising

because none exists. Whether an accommodation is reasonable is a “fact-intensive question” that is “premature at this stage of the case.” *Staple v. Sch. Bd. of Broward Cnty.*, No. 21-11832, 2024 WL 3263357, at \*5 (11th Cir. July 2, 2024) (unpublished); *cf. Wallace v. Carefree Shadowwood LLC*, 2023 WL 2914580, at \*5 (M.D. Fla. Apr. 12, 2023) (“At the motion to dismiss stage, the Court is required to take as true the allegations of the complaint and draw all reasonable inferences in [plaintiff’s] favor. Furthermore, the Court is mindful that ‘[g]enerally, the question of whether a proposed accommodation is reasonable is a question of fact.’” (quoting *Jeffrey O. v. City of Boca Raton*, 511 F. Supp. 2d 1328, 1338 (S.D. Fla. 2007))).

Again, a Title VII plaintiff need not plead a prima facie case of discrimination to survive dismissal. *See Henderson v. JP Morgan Chase Bank, N.A.*, 436 F. App’x 935, 937 (11th Cir. 2011) (per curiam) (citing *Swierkiewicz*, 534 U.S. at 515). Whether an accommodation is reasonable is part of the prima facie framework: “Once the Plaintiff establishes a prima facie case of religious discrimination, the burden shifts to the Defendant to show that it was unable to reasonably accommodate the Plaintiff’s needs without undue hardship.” *Hellinger v. Eckerd Corp.*, 67 F. Supp. 2d 1359, 1364 (S.D. Fla. 1999).

Here, Ms. Hampton has alleged that she held a sincere religious belief conflicting with United’s vaccination mandate, that she informed United of the conflict and requested an accommodation, and that United terminated her for failing to comply with the mandate. (Compl. ¶¶ 26-31, 37–38.) Taken as true and construed in Ms. Hampton’s favor (as required), that is enough to plausibly allege a failure to

accommodate. Whether a reasonable accommodation existed, and whether providing it would have imposed an undue hardship on United, are issues reserved for summary judgment and trial. They are not pleading deficiencies warranting dismissal. *Cf. Hines v. Publix Super Markets, Inc.*, 2023 WL 4489958, at \*3 (S.D. Fla. July 12, 2023) (“The Court will not require Plaintiff to plead with additional specificity beyond that which is required to state a claim, especially absent authority provided by Defendant to support the pleading requirement it urges.”).

**C. The Court should reject United’s factual disputes about whether Ms. Hampton timely submitted a request for an accommodation.**

United contends that “the alleged conflict resulted from her failure to meet United’s neutral deadline for the submission of her accommodation request—not from United’s refusal to consider a timely submitted request on the merits.” (Mot. 10.) That is United’s version of the facts. Ms. Hampton’s version—which must be accepted as true (and it is true)—is that, under United’s own policy, employees on leave “were permitted to begin the reasonable accommodation process one month prior to their anticipated return to work.” (Compl. ¶ 24.) Ms. Hampton was on leave and planned to return in early 2022. (*Id.* ¶ 29.) She submitted her accommodation request on September 19, 2021. (*Id.* ¶ 30.) Under the policy as alleged, her request *was* timely—and United failed to consider that request.

These allegations must be accepted as true. *See Great Lakes*, 763 F. Supp. at 1367; *Iqbal*, 556 U.S. at 678. United may disagree with them, but on a motion to dismiss, the Court does not weigh competing versions of the facts. *See Tech. Med. Advancements LLC*

*v. Wuhan Gigaa Optronics Tech. Co.*, 2019 WL 3428575, at \*4 (S.D. Fla. May 3, 2019) (“At this stage of the proceedings, when the record before the Court is nearly non-existent, the Court must refrain from adopting a defendant’s competing characterization of the evidence when the plaintiff’s version is sufficient to state a cause of action.”); *cf. Nalcrest Found., Inc. v. Landmark Am. Ins. Co.*, 2018 WL 4293147, at \*4 (M.D. Fla. July 27, 2018) (“Nalcrest does not ‘assume the veracity’ of Landmark’s well-pled facts ... instead, provides its own competing version of the facts supported by additional exhibits and then implicitly and improperly asks this Court to weigh the competing versions of the facts.”). It instead accepts Ms. Hampton’s well-pleaded allegations and asks whether they state a plausible claim. *See Twombly*, 550 U.S. at 570. They do.

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The gist of United’s motion is that this case is about a missed deadline, not religious discrimination. That framing not only disputes Plaintiff’s factual assertion that her accommodation request was timely, but also misapprehends Title VII. Congress did not enact a statute that yields to arbitrary deadlines. *Accord EEOC v. Dolgencorp, LLC*, 899 F.3d 428, 435 (6th Cir. 2018) (“[A] company may not illegitimately deny an employee a reasonable accommodation to a general policy and use that same policy as a neutral basis for firing him.”). “Title VII gives religious practices ‘favored treatment, affirmatively obligating employers not to fail or refuse to hire or discharge any individual because of such individual’s religious observance and practice.’” *Bailey v. Metro Ambulance Servs., Inc.*, 992 F.3d 1265, 1275 (11th Cir. 2021)

(quoting *EEOC v. Abercrombie & Fitch Stores, Inc.*, 575 U.S. 768, 775 (2015)). “[A]n employer’s ‘mere neutrality with regard to religious practices—that they be treated no worse than other practices’—is not enough.” *Bailey*, 992 F.3d at 1275 (quoting *Abercrombie*, 575 U.S. at 775). Instead, “[a]n employer has a ‘*statutory obligation* to make reasonable accommodation for the religious observances of its employees, short of incurring an undue hardship.’” *Walden v. Centers for Disease Control & Prevention*, 669 F.3d 1277, 1293 (11th Cir. 2012) (quoting *Trans World Airlines, Inc. v. Hardison*, 432 U.S. 63, 75 (1977)).

Once Ms. Hampton submitted her request for a religious accommodation, United had a statutory obligation to consider it. United could not simply stamp the request as “untimely” and toss it in the trash. It was required to work with Ms. Hampton to determine whether an accommodation was possible short of undue hardship. This United failed to do. United cannot transform a failure-to-accommodate case into a missed-deadline case by invoking an arbitrary deadline, let alone when Plaintiff met the deadline anyway. Title VII requires more.

## **II. The Complaint states a Title VII claim under an intentional discrimination theory.**

Ms. Hampton also states a religious discrimination claim under an intentional discrimination theory. Title VII makes it unlawful for an employer to “discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual’s ... religion.” 42 U.S.C. § 2000e–2(a)(1). A discriminatory act is one in which “religion ... was a motivating factor for

any employment practice, even though other factors also motivated the practice.” *Id.* § 2000e–2(m).

A plaintiff states a claim for discriminatory discharge by alleging that (1) her practices are religious in nature; (2) she called the religious practices to the employer’s attention; and (3) those religious practices were the basis of her discharge. *See Lubetsky v. Applied Card Sys., Inc.*, 296 F.3d 1301, 1305 (11th Cir. 2002) (citing *Beasley v. Health Care Serv. Corp.*, 940 F.2d 1085, 1088 (7th Cir. 1991)). Critically, “[a] complaint in an employment discrimination lawsuit need not contain specific facts establishing a prima facie case of discrimination.” *Shadduck v. City of Arcadia*, 2022 WL 45052, at \*3 (M.D. Fla. Jan. 5, 2022) (citing *Swierkiewicz*, 534 U.S. at 506). Instead, a complaint need only contain sufficient factual matter to support a plausible inference that the defendant discriminated against the plaintiff. *See Chambers v. City of Lakeland*, 2021 WL 1428494, at \*2 (M.D. Fla. Apr. 15, 2021). Although Ms. Hampton need not plead a prima facie case, Ms. Hampton sufficiently alleges all three elements.

*First*, Ms. Hampton alleges that her practices are religious in nature. She is a Christian whose sincere religious beliefs preclude her from receiving a COVID-19 vaccine. (Compl. ¶¶ 3, 26, 28.) *Second*, she called those religious practices to United’s attention by submitting a request for a religious accommodation. (*Id.* ¶ 30.) United thus knew Ms. Hampton’s religious beliefs prevented her from complying with the vaccination mandate. *Third*, those religious practices were the basis of her discharge. United terminated Ms. Hampton on February 26, 2022, for failing to comply with the

vaccination requirement, to which she objected on religious grounds. (*Id.* ¶¶ 37–38.) And she alleges that United’s purported reasons for terminating her “are false and pretextual, and the real reason for terminating Plaintiff was her religion.” (*Id.* ¶ 56.)

Ms. Hampton further alleges that United maintained a systematic hostility toward employees with religious objections to the mandate, specifically citing statements by United’s CEO disparaging employees seeking religious accommodations. (Compl. ¶ 55.) At the pleading stage, this allegation supports a plausible inference that discriminatory intent motivated United’s treatment of Ms. Hampton.

United contends that Ms. Hampton “alleges no facts plausibly connecting her termination to her religious beliefs.” (Mot. 11.) In its view, Ms. Hampton was required to identify “decisionmaker[s], “statements,” and “factual content that would allow the Court to infer discriminatory animus.” (*Id.*) Each one of those assertions is wrong.

For starters, and as this Court previously noted, a plaintiff is not required at the pleading stage to identify the specific decisionmaker responsible for her discharge. *See Bogatitus v. WTS Int’l, LLC*, No. 2:25-CV-00594-KCD-DNF, 2025 WL 3640420, at \*1 (M.D. Fla. Dec. 16, 2025) (Dudek, J.) (“But Bogatitus does not need to identify which WTS representative made the decision to terminate her employment at the pleading stage.”). Discovery exists for precisely this purpose. Ms. Hampton does not yet have access to United’s internal files, emails, or personnel records. She cannot know which individual signed off on her termination until United produces that information.

United likewise demands “statements” reflecting discriminatory animus. (Mot. 11.) But the Complaint alleges that United’s CEO, Scott Kirby, publicly disparaged employees seeking religious accommodations. (Compl. ¶ 55.) United dismisses those remarks as “vague” and “untethered” to the termination decision. (Mot. 12.) A federal court in Texas disagreed: “Such statements paint a vivid picture of United’s perspective on employees who requested religious exemptions.” (Compl. ¶ 22 [quoting *Sambrano*, 570 F. Supp. at 420].) In any event, a CEO’s public statements about the very policy under which Ms. Hampton was terminated are not “stray remarks” by some uninvolved actor. They are allegations that the highest officer of the company, who sets a company’s culture and direction, expressed hostility toward employees in Ms. Hampton’s exact situation.

Finally, United contends that Ms. Hampton identifies “no factual content” of “discriminatory animus.” (Mot. 11.) But as the Eleventh Circuit holds, “a plaintiff need not prove that a defendant harbored some special ‘animus’ or ‘malice’ towards the protected group to which she belongs.” *EEOC v. Joe’s Stone Crab, Inc.*, 220 F.3d 1263, 1283–84 (11th Cir. 2000). Instead, it is enough for the plaintiff to show that an adverse employment decision was *motivated* by a protected characteristic. Setting aside that Ms. Hampton need not “show” anything at the motion-to-dismiss stage, the Complaint sufficiently alleges that her religious conflict with the vaccination requirement motivated United’s decision to terminate her. (Compl. ¶¶ 37–38.)

United contends that the Complaint “does not plausibly allege the existence of any proper comparators” and “similarly situated employees outside her protected

class.” (Mot. 12–13.) But a comparator is not an element of a Title VII religious discrimination claim. *See Holland v. Gee*, 677 F.3d 1047, 1064 n.7 (11th Cir. 2012). Nor does a plaintiff have to plead the existence of a similarly situated employee. *See Aquino v. Mobis Alabama, LLC*, 739 F. Supp. 3d 1152, 1197 (N.D. Ga. 2024).

Indeed, United’s failed argument mirrors that of the defendant in *Gambino v. City of St. Cloud*, which argued that the plaintiff “cannot show a prima facie case of age or gender/sex discrimination, because she cannot show that a similarly-situated male employee or employee under 40 was treated more favorably.” 2018 WL 5621517, at \*5 (M.D. Fla. Oct. 11, 2018), *report and recommendation adopted*, 2018 WL 5619324 (M.D. Fla. Oct. 30, 2018). The court observed that “contention misses the mark as a plaintiff need not allege a prima facie case of discrimination to survive a motion to dismiss.” *Id.* (citing *Swierkiewicz*, 534 U.S at 510). So too here.

Moreover, United’s own authority, which is inapposite because it was resolved at summary judgment, holds that the comparator analysis must be conducted at the prima facie stage of *McDonnell Douglas*’s burden-shifting framework. *See Lewis v. City of Union City*, 918 F.3d 1213, 1218 (11th Cir. 2019). In short, proving a comparator or similarly situated employee is an evidentiary burden at summary judgment, not a pleading requirement.

United’s reliance on two pro se cases is misplaced. *Gilliam v. United States Department of Veterans Affairs* was factually different: it involved an affair, physical confrontations, and claims of race, national origin, and gender discrimination relating

to favored treatment. 2018 WL 3707834, at \*4–6 (M.D. Fla. Aug. 3, 2018). The court found that the pro se plaintiff’s claims were “facially implausible because there is no viable comparator,” which was necessary to support his theory of differential treatment. *Id.* *Gilliam* is thus a world apart from this case, where a former flight attendant was fired after being forced to choose between her faith and her career.

United’s citation to *Hopkins v. Saint Lucie County School Board*, 399 F. App’x 563 (11th Cir. 2010), fares no better. That case involved race and gender discrimination claims in which the plaintiff filed a complaint cataloging minor workplace grievances. *See id.* at 564–65. The Eleventh Circuit concluded that the plaintiff “provides no facts that would allow a court to infer that the school district treated those outside the class of African–American males more favorably.” *Id.* at 566. Thus, *Hopkins* was a pleading deficiency: the plaintiff failed to allege any facts connecting his race or gender to his grievances. Here, by contrast, Ms. Hampton plausibly alleged that she was fired because of the conflict between her faith and United’s vaccine requirement.

### **III. The Complaint states a claim for retaliation under Title VII and the FCRA.**

Ms. Hampton also states a claim for retaliation. Although a plaintiff need not plead a prima facie case to survive dismissal, *see Swierkiewicz*, 534 U.S. at 510, a prima facie case of retaliation under Title VII requires “(1) that she engaged in statutorily protected conduct; (2) that she suffered adverse employment action; and (3) that there is some causal relation between the two events.” *Alvarez v. Royal Atl. Devs., Inc.*, 610 F.3d 1253, 1268 (11th Cir. 2010) (citation omitted). Ms. Hampton satisfies all three elements.

*First*, Ms. Hampton alleges that she engaged in statutorily protected conduct by requesting a religious accommodation from United’s vaccination mandate. (Compl. ¶ 30.) She resubmitted that request, clarifying her leave status. (*Id.* ¶ 33.) And she reiterated her religious objection at the February 22, 2022 investigatory meeting. (*Id.* ¶ 36.)

United contends that requesting an accommodation is not protected activity. (Mot. at 14.) That is incorrect, or at least unsettled. *Compare Walker v. Indian River Transp. Co.*, 2017 WL 388921, at \*11 (M.D. Fla. Jan. 27, 2017) (“It is undisputed that Walker engaged in protected activity when he requested Fridays off as a religious accommodation.”), *aff’d*, 741 F. App’x 740 (11th Cir. 2018), and *Joseph v. Napolitano*, 839 F. Supp. 2d 1324, 1335 (S.D. Fla. 2012) (“[A]n employee who exercises his right to request a reasonable accommodation for a disability engages in statutorily protected expression.”), with *Norris v. Honeywell Int’l, Inc.*, 2023 WL 6256183, at \*19 (M.D. Fla. Sept. 26, 2023) (“[S]imply requesting an exemption is not enough to establish a protected activity under Title VII’s opposition clause.”).

United further contends that Ms. Hampton’s statements at the February 2022 investigatory meeting do not constitute protected activity because she did not explicitly “complain of discrimination tied to a protected class.” (Mot. 15–16.) This argument misreads the opposition clause and misapplies *Jones v. Unity Behavioral Health, LLC*, 2021 WL 5495578 (11th Cir. Nov. 23, 2021) (unpublished). There, the employee complained about underpayment. The Eleventh Circuit held that opposing underpayment “without a connection to discrimination isn’t protected activity.” *Id.* at

\*2. The operative phrase is “without a connection to discrimination.” Underpayment has no inherent link to any protected characteristic. Ms. Hampton’s statements are categorically different. She expressly invoked her religious beliefs and her conflict with United’s vaccine requirement (Compl. ¶ 36.) The “connection to discrimination” that was missing in *Jones* is explicit here.

*Second*, Ms. Hampton suffered an adverse employment action. United contends that Ms. Hampton “cannot establish an adverse employment action by alleging that she was required to attend an investigatory meeting.” (Mot. 16.) That is a misdirection. The adverse action was that United terminated her on February 26, 2022. (Compl. ¶¶ 37–38.) Termination is the quintessential adverse employment action. *See Ceus v. City of Tampa*, 2018 WL 10140155, at \*10 (M.D. Fla. Jan. 8, 2018), *aff’d*, 803 F. App’x 235 (11th Cir. 2020). Ms. Hampton has thus successfully alleged an adverse employment action.

*Third*, a causal relation exists between the two events. The Eleventh Circuit construes the causal link element “broadly”: a plaintiff merely has to show that “the protected activity and the negative employment action are not completely unrelated.” *Smith v. City of Greensboro*, 647 Fed. App’x 976, 983 (11th Cir. 2016) (quoting *Goldsmith v. Bagby Elevator Co., Inc.*, 513 F.3d 1261, 1278 (11th Cir. 2008)). “A plaintiff can satisfy this element by providing sufficient evidence of the employer’s knowledge of the protected expression and that there was a close temporal proximity between this awareness and the adverse action.” *Ceus*, 2018 WL 10140155, at \*10 (citing *Higdon v. Jackson*, 393 F.3d 1211, 1220 (11th Cir. 2004)). Here, Ms. Hampton requested an

accommodation. United refused to consider it. United then terminated her on February 26, 2022, just four days after the investigatory hearing in which she reiterated her religious conflict with the vaccine requirement. The decisionmakers were aware of her protected conduct: Ms. Hampton told United, repeatedly, that her religious beliefs prevented her from complying with the vaccination requirement. Her termination flowed directly from her religiously motivated conflict with that requirement. The protected activity and the adverse action are not “wholly unrelated” because they are part of the same sequence of events.

The context of the February 22, 2022 meeting is telling. Five days earlier, on February 17, 2022, the Fifth Circuit issued its decision in *Sambrano v. United Airlines, Inc.*, 2022 WL 486610 (5th Cir. Feb. 17, 2022). The court found that “United is actively coercing employees to abandon their convictions.” *Id.* at \*9. It observed that United’s mandate forced employees into “an impossible choice for [employees] who want to remain faithful but must put food on the table.” *Id.*

United’s response is revealing. A reasonable employer, informed by a court of appeals that it was coercing employees to abandon their faith, might have reconsidered its list of pending terminations. Yet United pressed forward. Four days after the meeting, and nine days after the *Sambrano* decision, United fired a 28-year employee who had done precisely what the Fifth Circuit recognized employees had a right to do: live and work according to their faith.

**IV. Count IV states a plausible FCRA claim and is not a shotgun pleading.**

United contends that Count IV is an impermissible shotgun pleading because it “commingles” failure-to-accommodate, disparate treatment, and retaliation theories into a single FCRA claim. (Mot. 19–20.) This argument misunderstands both the FCRA and the shotgun pleading doctrine.

The FCRA is modeled after Title VII. *See Albra v. Advan, Inc.*, 490 F.3d 826, 834 (11th Cir. 2007). Federal courts interpret the FCRA as if it were one with Title VII. *See Hellwege v. Tampa Fam. Health Centers*, 103 F. Supp. 3d 1303, 1313 n.6 (M.D. Fla. 2015). Asserting a single FCRA claim that encompasses the same theories of liability available under Title VII is entirely proper.

Nor is Count IV a shotgun pleading. “The unifying characteristic of all types of shotgun pleadings is that they fail to one degree or another ... to give the defendants adequate notice of the claims against them and the grounds upon which each claim rests.” *Garcia v. Character Techs., Inc.*, 785 F. Supp. 3d 1157, 1170 (M.D. Fla. 2025) (quoting *Weiland v. Palm Beach Cnty. Sheriff’s Off.*, 792 F.3d 1313, 1323 (11th Cir. 2015)). Dismissal is appropriate only “where it is virtually impossible to know which allegations of fact are intended to support which claim(s) for relief.” *Id.* at 1325 (citation omitted).

No such confusion exists here. The Complaint sets forth its factual allegations in detail. It separates each theory of liability into distinct counts. Count IV references the discrete factual allegations concerning the wrongful conduct (Compl. ¶¶ 12–38) and asserts a FCRA claim based on Ms. Hampton’s theories of liability under Title

VII (*id.* ¶¶ 70–80). United knows exactly what Ms. Hampton alleges and the grounds upon which her FCRA claim rests. *Cf. Thomas v. Tyco Int’l Mgmt. Co., LLC*, 262 F. Supp. 3d 1328, 1340-41 (S.D. Fla. 2017) (rejecting shotgun pleading argument where “the Court and Defendant are able to ascertain exactly what facts form the basis of each of Plaintiff’s claims”).

### CONCLUSION

Hampton has stated claims under Title VII and the FCRA for failure to accommodate, religious discrimination, and retaliation. The Court should deny United’s motion to dismiss. In the alternative, should the Court find any allegation or claim deficient, Ms. Hampton respectfully requests leave to amend her Complaint under Rule 15’s mandate that courts should “freely give leave” to amend “when justice so requires.” *Foman v. Davis*, 371 U.S. 178, 182 (1962); *cf. Malin v. Ivax Corp.*, 17 F. Supp. 2d 1345, 1362 (S.D. Fla. 1998), *aff’d sub nom. Malin v. IVAX*, 226 F.3d 647 (11th Cir. 2000) (concluding that plaintiffs would be granted leave to amend their complaint because it was dismissed without prejudice not because of any defect in legal theory but because plaintiffs failed to plead sufficient facts).

Dated: March 23, 2026

Respectfully submitted,

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**CERTIFICATE OF SERVICE**

I hereby certify that, on March 23, 2026, a true and correct copy of the foregoing was electronically filed with the Clerk of Court using the CM/ECF system, which will send a Notice of Electronic Filing to all counsel of record.

Respectfully submitted,

/s/ Horatio G. Mihet  
Horatio G. Mihet

*Attorney for Plaintiff*