



WISCONSIN INSTITUTE FOR LAW & LIBERTY, INC.  
330 E. Kilbourn Avenue, Suite 725, Milwaukee, WI 53202-3141  
414-727-WILL (9455)  
Fax 414-727-6385  
[www.will-law.org](http://www.will-law.org)

May 20, 2025

**VIA ELECTRONIC MAIL ONLY TO:** [MilwaukeeDCS@eeoc.gov](mailto:MilwaukeeDCS@eeoc.gov)

Equal Employment Opportunity Commission – Milwaukee Area Office  
310 West Wisconsin Avenue, Suite 500  
Milwaukee, WI 53203

**RE: Federal Title VII Charge of Discrimination Against Generac Power Systems (Religious Discrimination)**

To Whom It May Concern:

The Wisconsin Institute for Law & Liberty (“WILL”) represents Spencer Wimmer, a former employee of Generac Power Systems, Inc. (“Generac”), who was discriminated against by Generac on the basis of religion in violation of federal law under Title VII of the Civil Rights Act of 1964.

Up until April 2, 2025, Mr. Wimmer had been at Generac for almost 5 years—June of this year would have marked his 5-year anniversary. In that time, Mr. Wimmer received glowing performance reviews, various raises, and was even promoted to a leadership role. But everything changed when he disclosed his Christian beliefs to his manager and was forced to meet with Generac’s Human Resources department (“HR”). When Mr. Wimmer told HR and his supervisor that his Christian faith prevented him from using the preferred names and pronouns of transgender employees and sought a religious accommodation to avoid the use of names and pronouns in the workplace, he was disciplined and his request was denied. Although no employee had ever launched any complaint against Mr. Wimmer, soon after the denial, Mr. Wimmer was fired and physically escorted off Generac’s premises.

**Please consider this letter—submitted together with completed EEOC Form 5—a formal Charge of Discrimination against Generac under Title VII of the Civil Rights Act of 1964, as amended.**<sup>1</sup> In addition, we request that this Charge be processed and addressed *exclusively* by the U.S. Equal Employment Opportunity Commission (“EEOC”) pursuant to federal law under Title VII.<sup>2</sup>

---

<sup>1</sup> 42 U.S.C. §§ 2000e *et seq.*

<sup>2</sup> Should EEOC opt to dual-file this federal Title VII complaint with a Wisconsin state or local Fair Employment Practices Agency (“FEPA”), we nevertheless request that EEOC retain jurisdiction over this Title VII complaint. *See, e.g.,* U.S. Equal Employment Opportunity Commission, *Fair Employment Practices Agencies (FEPAs) and Dual Filing*, available at: <https://www.eeoc.gov/fair-employment-practices-agencies-fepas-and-dual-filing> (last visited May 2, 2025) (“If the charge is initially filed with EEOC and the charge is also covered by state or local law, EEOC dual files the charge with the state or local FEPA, ... but ordinarily retains the charge for processing.”).

## **I. THE PARTIES**

### **A. Charging Party Spencer Wimmer**

Charging Party Spencer Wimmer is a devout Christian Baptist and was an employee at Generac from June 2020 until he was terminated on April 2, 2025. During this employment, Mr. Wimmer served at Generac's Jefferson office in Jefferson, Wisconsin as a Customer Experience Technical Team Lead, following a series of internal promotions from other roles. Mr. Wimmer resides in Janesville, Wisconsin.

### **B. Respondent Generac Power Systems**

Respondent Generac Power Systems, Inc. is a power generation and energy technology company that designs and manufactures power systems, such as generators, and other products for residential and industrial use. Wholly owned and operated by its parent company, Generac Holdings Inc., Generac maintains its corporate headquarters at S45W29290 Highway 59, Waukesha, WI, 53189. The company operates numerous offices and facilities in various states and globally, including its Jefferson office at 900 North Parkway Street, Jefferson, WI, 53548. As of December 31, 2024, the company reported 9,239 employees and revenues exceeding \$4 billion.<sup>3</sup>

Michelle Roberson served as Mr. Wimmer's managing supervisor at Generac's Jefferson office. Among the company's HR department staff, Lizzy Overstreet is a Human Resources Generalist.

Generac's contact information includes at least two phone numbers—(262) 544-4811 and (888)-GENERAC—and the company's Human Resources department can be reached at extension x4275.<sup>4</sup> In addition, Generac lists the following email address for its Human Resources department: [askHR@generac.com](mailto:askHR@generac.com).<sup>5</sup>

## **II. FACTUAL BACKGROUND**

### **A. Mr. Wimmer's Career at Generac Prior to March 2025**

Mr. Wimmer was an employee at Generac in the company's Jefferson, Wisconsin office from June 2020 to April 2, 2025. Initially, Mr. Wimmer started in Generac's Customer Experience department as a "Customer Experience Technical Representative" answering phones and working directly with end users to troubleshoot technical issues and resolve customer concerns. However, he quickly earned a series of promotions, and by April 2023, he had advanced into leadership as a "Customer Experience Technical Team Lead" ("Team Lead"). In this supervisory role, Mr. Wimmer oversaw a team of approximately 11–13

---

<sup>3</sup> U.S. Securities and Exchange Comm'n, *Generac 2024 Annual Report, Form 10-K* (Feb. 19, 2025), available at [https://www.sec.gov/ix?doc=/Archives/edgar/data/0001474735/000143774925004353/gnrc20241231\\_10k.htm](https://www.sec.gov/ix?doc=/Archives/edgar/data/0001474735/000143774925004353/gnrc20241231_10k.htm), also archived [here](#).

<sup>4</sup> Generac's contact information is featured in Generac letterhead and signature lines. See Exhibit J (Generac Letter to Mr. Wimmer Denying Religious Accommodation).

<sup>5</sup> *Id.*

customer service agents. One of his main responsibilities was to ensure his team's compliance with various customer service metrics—an objective that involved evaluating and developing team members to meet performance expectations.

Up until a few weeks before his termination, Mr. Wimmer had *more than* satisfactorily performed his duties without incident. He was dedicated to creating a professional work environment that fostered team development and improvement to drive higher returns for the company. Indeed, Mr. Wimmer was known for consistently going above and beyond his regular duties. Among other things, he took on initiatives to develop a vastly improved process for managing caseloads of incoming end user inquiries, create customer service training and support materials, and spearhead specialized response teams for specific customer experience issues. Likewise, Mr. Wimmer was committed to helping his direct reports overcome professional hurdles and move up to higher positions within the company. Several of Mr. Wimmer's direct reports were adamant that he remain their supervisor, in the event of a departmental restructuring, in which customer service agents were occasionally reassigned to new Team Leads.

Reflecting his value, Mr. Wimmer earned various raises—never missing a single merit-based increase—and received glowing annual performance reviews and feedback from his supervisors and direct reports. For example, in his 2024 performance review, Mr. Wimmer's managing supervisor, Michelle Roberson, evaluated him as exceeding expectations—a rating no other Team Lead had achieved and that reflected Mr. Wimmer's commitment and contributions to the company as well as the praises of his direct reports.

Prior to the events leading up to his termination, Mr. Wimmer found working at Generac to be a generally satisfying experience. On a few occasions, Mr. Wimmer discussed the topic of gender identity embraced by the company's DEI training and culture with his church's pastor, Dr. Andrew Hudson, and with other members of his church's leadership at Westside Baptist Church in Janesville, Wisconsin. Although Mr. Wimmer disagreed with aspects of the company's DEI focus that prioritized identity politics in the workplace and implemented preferences for certain individuals based on, among other things, race and gender, he took pride in his work and hoped such policies would never work against him. Enjoying his role alongside various amiable and productive rapports with co-workers, direct reports, and supervisors—including a friendly working relationship with Ms. Roberson—Mr. Wimmer considered Generac a place in which he would be able to develop a long-term career.

## **B. Earlier in the Week of March 3, 2025**

Unfortunately, Mr. Wimmer's positive experience took a dramatic and unexpected turn in early March 2025 after he shared his religious beliefs on gender identity with Ms. Roberson in an attempt to gain clarity and assurances regarding his beliefs and the company's expectations on the matter.

On or around March 3, 2025, Ms. Roberson and Mr. Wimmer shared an exchange, in which Ms. Roberson relayed that one of Mr. Wimmer's direct reports had notified the company to claim a gender identity change and new preferred names and pronouns ("Employee X"). Several of Mr. Wimmer's co-workers and one other direct report had previously claimed gender identity changes with updated name and pronoun preferences, so Mr. Wimmer was familiar with the concept.

Mr. Wimmer acknowledged Ms. Roberson's update regarding Employee X. Noting the positive relationships he enjoyed with his other transgender co-workers and direct report, Mr. Wimmer explained that his Christian religious beliefs prevented him from affirming any form of a gender identity or sex transition, including the use of preferred names and pronouns that do not align with an individual's biological sex. He also indicated his intention to avoid using first name and pronoun preferences for Employee X, emphasizing that he would continue to be professional and respectful of Employee X, as he was of all employees, transgender or otherwise.

Although Mr. Wimmer had been quietly attempting to avoid the use of preferred names and pronouns for a few transgender employees already, this was the first time he had disclosed this religiously-motivated approach to Ms. Roberson. Generac's commitment to prioritizing certain matters of identity embraced by its DEI focus made him feel generally deprioritized and out of favor; and given increasing claims of gender identity changes within the company, Mr. Wimmer was becoming increasingly unsure of how the company might view his religious beliefs and approach under various circumstances in which issues of gender identity may present.

Ms. Roberson did not appear to understand Mr. Wimmer's religious objections and how using certain names or pronouns conflicted with his beliefs; nor did she offer any particular guidance regarding the company's expectations. The dialogue ended with Mr. Wimmer hoping that his approach to avoid using first name and pronoun preferences for Employee X and other transgender employees was permissible, but feeling unsettled about how the company would view his religious beliefs and approach to certain matters of gender identity.

### **C. March 7, 2025**

A few days later, on March 7, 2025, Ms. Roberson instant messaged Mr. Wimmer over the chat feature in the Microsoft Teams platform used by the company, asking "would [he] like to inform ... the [Team] [L]eads about [Employee X] and the name change?"<sup>6</sup>

Mr. Wimmer was initially caught off guard by the request, hoping that the earlier discussion of the topic with Ms. Roberson had sufficiently addressed the matter and that his religious beliefs would be respected.<sup>7</sup> Remembering that Ms. Roberson had not offered confirmation or even understanding of the religious objection Mr. Wimmer had previously explained, and unsure of whether Ms. Roberson's expectations would require him to affirm a transgender person's identity in some manner, Mr. Wimmer reminded Ms. Roberson of his religious convictions.<sup>8</sup> He felt uneasy about the request and expressed his desire to avoid communicating any message that the company would deem insufficient or unacceptable—that is, anything that would "get [him] in trouble."<sup>9</sup> Mr. Wimmer further clarified that his

---

<sup>6</sup> Excerpts of the Teams chat dialogue between Mr. Wimmer and Ms. Roberson on March 7, 2025 are attached hereto as Exhibit A.

<sup>7</sup> See *id.*

<sup>8</sup> See *id.*

<sup>9</sup> *Id.*

religious beliefs would limit his communication to the fact that Employee X would appear with a new, preferred name designation on the company's communication platforms.<sup>10</sup>

Ms. Roberson confirmed that the communication plan proposed by Mr. Wimmer for Employee X was acceptable and would not “get [him] into trouble”; and Mr. Wimmer agreed to complete Ms. Roberson's request.<sup>11</sup> Knowing that this particular request was not the only instance in which a question on gender identity could present within the workplace and hoping to obtain additional clarity and assurance on the matter, Mr. Wimmer also shared his concern on “how worried [he was] about losing [his] job over simply choosing not to use a name” in accordance with his religious beliefs.<sup>12</sup> At the time, Mr. Wimmer also considered Ms. Roberson a trusted friend and believed that he could share his concerns with her candidly.

A brief discussion ensued, in which Ms. Roberson provided some ambiguous remarks about “creat[ing] a work environment that's inclusive, respectful, and productive” and “being professional, which means respecting people's choices” even if “we don't ... agree.”<sup>13</sup> Mr. Wimmer felt a mix of confusion, disbelief, and discouragement by this lack of clear guidance in response to his fears of punishment but was starting to piece it together—understanding Ms. Roberson's comments from earlier in the week and her nebulous response here to suggest that his religious views and approach to avoid using transgender individuals' first names and pronouns might already, or at some point, be deemed “[un]professional” or not “respecting people's choices.”<sup>14</sup>

Following the Teams chat, Ms. Roberson met with Mr. Wimmer over Teams video conferencing to discuss the matter further. Ms. Roberson indicated that she was unable to continue responding on the earlier Teams chat because she did not know what to tell Mr. Wimmer with respect to his religious beliefs, his plan to avoid preferred names and pronouns that were contrary to an individual's biological sex, and the company's expectations, including whether the company viewed Mr. Wimmer's approach as unacceptably unprofessional or un-inclusive. She asked Mr. Wimmer to re-explain his religious beliefs, which he did. However, in response to this explanation, Ms. Roberson stated that she did not understand Mr. Wimmer's religious objections and questioned how using certain names or pronouns would compromise his beliefs. Indicating that such references are “just names,” Ms. Roberson expressed her doubt that Mr. Wimmer's proposed accommodation aligned with Generac's values and expectations.

By the end of the discussion, Mr. Wimmer almost regretted his attempt to gain any clarity and assurance on the matter, as he was left with the cautionary advice that he could be punished if he continued to utilize the proposed accommodation. However, Ms. Roberson

---

<sup>10</sup> *Id.*

<sup>11</sup> *Id.*

<sup>12</sup> *Id.*

<sup>13</sup> *Id.*

<sup>14</sup> *Id.*

assured that, for the time-being, Mr. Wimmer would *not* face any adverse employment consequences.

#### **D. March 11, 2025**

On March 11, 2025, Ms. Roberson instant messaged Mr. Wimmer on Teams indicating that she would be placing a “follow up” meeting on their calendars for the next day regarding “our conversation from Friday” (the date of the March 7<sup>th</sup> discussions).<sup>15</sup>

From Ms. Roberson’s earlier warning, Mr. Wimmer understood that he could face punishment regarding his beliefs about gender identity and became “stressed about what [she was] going to tell [him].”<sup>16</sup> Noting his anxiety about having to revisit a matter he had believed was over for the time-being, Mr. Wimmer asked what the meeting might be about.<sup>17</sup>

Ms. Roberson responded that there were additional “things that we did not discuss, that do need to be addressed.”<sup>18</sup> Mr. Wimmer agreed to meet, noting “[f]or the record” that his “current[] ... impression” was that “[his] beliefs do not align with Generac’s core values and are ... unacceptable” and that “[he] may be punished or removed from [his] position if [he] continue[s] to maintain [his] beliefs,” “despite [his proposed] compromise and [his] seeking of [a] reasonable accommodation.”<sup>19</sup>

Additionally, Mr. Wimmer noted that there had been “no complaints” over his approach in the past, but that there seemed to be an issue with “[his] choice to confide in [Ms. Roberson]” his fears of punishment for choosing not to use first names and pronouns “in cases where an individual had changed [these descriptions] to represent a gender ... not assigned at birth” and his desire for “assurance [that he] would have [an] accommodation for [his] beliefs.”<sup>20</sup>

#### **E. March 12, 2025**

On March 12, 2025, despite Ms. Roberson’s earlier assurances that no punishment would be rendered, Ms. Roberson met in person with Mr. Wimmer—along with HR Generalist, Lizzy Overstreet, who joined the meeting via Teams video conferencing—to issue Mr. Wimmer a “Verbal Warning” of “Disciplinary Action” in connection with the topics that Mr. Wimmer and Ms. Roberson discussed on March 7.

Generac’s written notice documenting the “Disciplinary Action” explains the company’s view that Mr. Wimmer’s religious beliefs about gender identity and approach to

---

<sup>15</sup> Screenshots of the Teams chat dialogue between Mr. Wimmer and Ms. Roberson on March 11, 2025 are attached hereto as Exhibit B.

<sup>16</sup> *Id.*

<sup>17</sup> *Id.*

<sup>18</sup> *Id.*

<sup>19</sup> *Id.*

<sup>20</sup> *Id.*

avoid using preferred names and pronouns that do not correspond with an individual's biological sex is "unprofessional," "not align[ing] with ... expectations," and a "violation of the company's Code of Business Conduct and No Harassment Policy."<sup>21</sup> The written notice further states the company's "expect[ation]" that Mr. Wimmer "maintain professional and respectful communication and conduct with ... leaders and fellow employees," which "includes using employees' preferred names/pronouns."<sup>22</sup>

Notably, none of Generac's noticed policies require employees to use *any* particular references when addressing other employees.<sup>23</sup> Nevertheless, it was made clear to Mr. Wimmer that under Generac's various policies, he could be terminated for the purported "violation."<sup>24</sup> A screenshot of the written Disciplinary Action is provided below.<sup>25</sup>

<b>Describe the incident with the following details: Time, Place, Date of Occurrence(s), the Issue and the Impact on the organization.</b>	
<u>Manager Evaluation</u>	
<b>Response:</b>	All members of leadership at Generac are expected to adhere to professional standards in both conduct and communication. Additionally, all employees must comply with the company's Code of Business Conduct and No Harassment Policy.  On March 7, 2025, your communication with your leader was deemed unprofessional and did not align with the expectations of a leadership role. Furthermore, you communicated your refusal to use an employee's preferred name/pronouns. Refusal to refer to an employee/subordinate by their preferred name/pronouns is in violation of the company's Code of Business Conduct and No Harassment Policy.
<b>Describe improvement expectations and consequences (up to and including termination) if not met.</b>	
<u>Manager Evaluation</u>	
<b>Response:</b>	You are expected to maintain professional and respectful communication and conduct with your leaders and fellow employees at all times. This includes using employees' preferred names/pronouns. Additionally, you are required to adhere to Generac's No Harassment Policy and the Code of Business Conduct.

In the course of delivering the "Disciplinary Action" to Mr. Wimmer, Ms. Overstreet also asserted that Mr. Wimmer's religious beliefs did not make any sense. Apparently hoping to prove this point to Mr. Wimmer, Ms. Overstreet offered a listing of nicknames—including her own (e.g., "Lizzy" vs. "Elizabeth")—comparing these to the preferred names and pronouns of transgender employees and insinuating that Mr. Wimmer's use of the former rendered his religious objections to the latter invalid. When Mr. Wimmer attempted to interject briefly to

---

<sup>21</sup> A copy of Generac's written notice documenting the "Verbal Warning" of "Disciplinary Action" issued to Mr. Wimmer on March 12, 2025 is attached hereto as Exhibit C. In addition, copies of the following Generac policies have also been attached: "Employee Handbook," Disciplinary Policy (Exhibit D); "No Harassment Policy" (Exhibit E); "Code of Ethics and Business Conduct" (Exhibit F), also available at, <https://investors.generac.com/code-ethics-and-business-conduct#:~:text=Generac%20has%20an%20unwavering%20ethical,to%20violations%20of%20this%20Code>.

<sup>22</sup> Exhibit C.

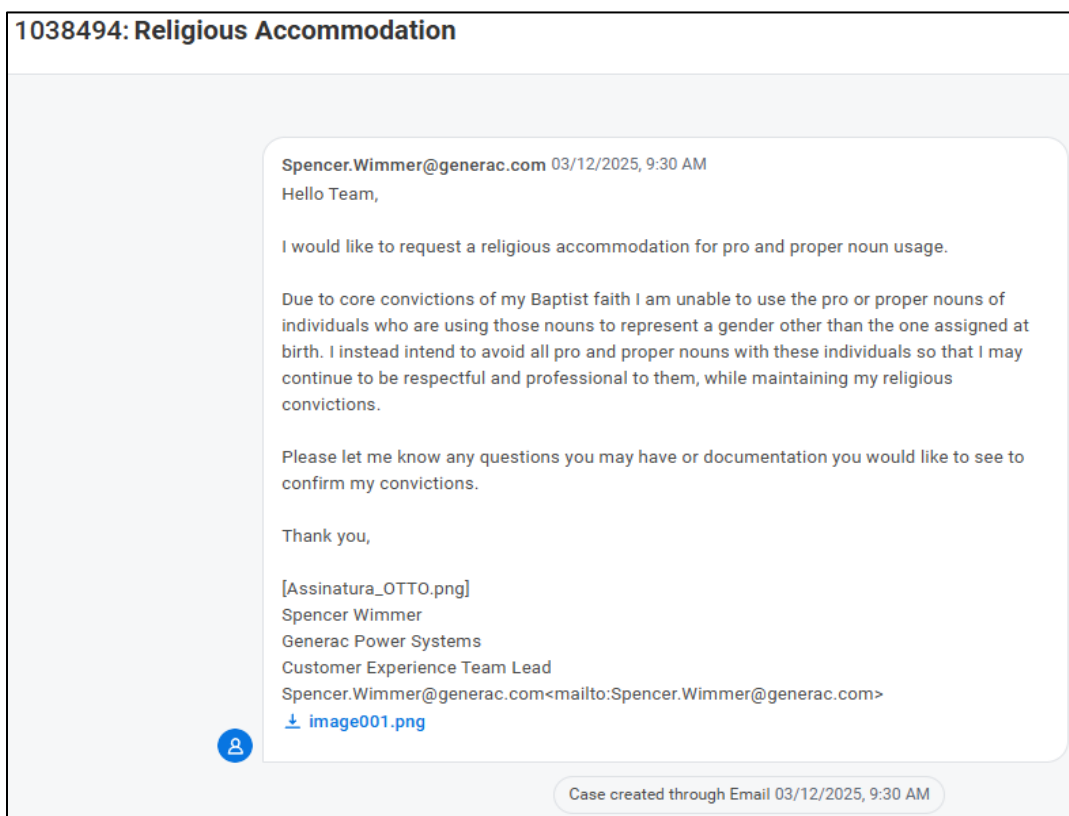
<sup>23</sup> See Exhibits E & F. See also Exhibit D.

<sup>24</sup> See Exhibits C, D, E & F.

<sup>25</sup> As taken from Exhibit C.

ask whether the purpose of the meeting was to debate the merits of his religious beliefs, Ms. Overstreet snapped at him, and told him he must let her continue. After Ms. Overstreet delivered the remainder of her arguments against Mr. Wimmer's religious beliefs and proposed accommodation plan, Mr. Wimmer inquired about submitting his concerns and request in writing and indicated that he would avail himself of that process.

Following the meeting, Mr. Wimmer submitted an initial written request for a religious accommodation through Generac's employee portal, explaining that the "core convictions of [his] Baptist faith" made him "unable to use the pro[nouns] or proper nouns of individuals who are using those nouns to represent a gender other than the one assigned at birth."<sup>26</sup> Mr. Wimmer indicated his proposed accommodation "to avoid all pro[noun] and proper nouns with these individuals so that [he] may continue to be respectful and professional to them, while maintaining [his] religious convictions."<sup>27</sup> Mr. Wimmer also offered to submit documentation and respond to any further questions as needed.<sup>28</sup> A screenshot of Mr. Wimmer's initial written request for a religious accommodation is provided below.<sup>29</sup>



<sup>26</sup> The screenshot of Mr. Wimmer's initial written request for a religious accommodation on March 12, 2025 is also attached hereto as Exhibit G.

<sup>27</sup> *Id.*

<sup>28</sup> *Id.*

<sup>29</sup> As taken from Exhibit G.

**F. March 13, 2025**

On March 13, 2025, Mr. Wimmer received additional instructions from HR, requesting that he read the company's "No Harassment" policy and fill out a "Request for Religious Accommodation" form, which Mr. Wimmer immediately completed and submitted that day.<sup>30</sup>

Responding to each of the form's four requests, Mr. Wimmer again described his proposed accommodation and his religious basis for making the request, noting that he encountered "no requirement for compelled [*sic*] speech in the [No Harassment] policy" and was requesting to "not be terminated" on the basis of his religious beliefs.<sup>31</sup> Mr. Wimmer also indicated that the request was time sensitive because he "was placed on a verbal warning for refusing to use pro[nouns]/proper nouns, and not affirming gender identity" and "fear[ed] termination at any time."<sup>32</sup>

In the form's last request for "any additional information you think may be helpful," Mr. Wimmer confirmed that he would "not used individual's 'old name'" and would "avoid all proper [nouns] and pronouns altogether [*sic*]" and noted that "[a] letter from a leader in [his] church can be provided."<sup>33</sup> A screenshot of Mr. Wimmer's responses to the inquiries on the "Request for Religious Accommodation" form is provided below.<sup>34</sup>

---

<sup>30</sup> A copy of the completed "Request for Religious Accommodation" that Mr. Wimmer submitted on March 13, 2025 is attached hereto as Exhibit H.

<sup>31</sup> *Id.*

<sup>32</sup> *Id.*

<sup>33</sup> *Id.*

<sup>34</sup> As taken from Exhibit H.

### Accommodation Request

- Provide a description of the accommodation you are requesting (for example, a special exception from, or adjustment to, a job requirement). Please identify a specific accommodation or suggestion(s) if you are not sure:

There is no requirement for compelled speech in the policy. I am requesting I not be terminated for avoiding the use of pro/proper nouns not representing the gender assigned at birth.

- Provide the reason you need an accommodation (i.e., how your sincerely held religious belief, practice, or observation conflicts with one or more of your job requirements):

I am a Baptist Christian. I cannot endorse the Replacement of the creator with the creation. I cannot give tacit approval to idols. I cannot imply God made a mistake. I must show love

- Is this request time sensitive? ☒ Yes ☐ No (circle one) If yes, please explain: by not encouraging sin in others.

I was placed on a verbal warning for refusing to use pro/proper nouns, and not affirming gender identity. I fear termination at any time.

- Provide any additional information you think may be helpful to this request:

Please note I will not use individuals "old name". I will avoid all proper and pronouns all together. A letter from a leader in my church can be provided

### Employee Affirmation and Acknowledgment

I have read and understand Generac's Harassment, Discrimination and Retaliation Policy. This accommodation request is based on a sincerely held religious belief resulting in my request for a religious accommodation. I understand that Generac is not required to make the specific accommodation I requested and may provide an alternative, effective accommodation. I also understand that Generac is not required to provide any accommodation that would impose an undue hardship on Generac.

Employee Signature:



Date:

03/13/25

After Mr. Wimmer submitted his completed "Request for Religious Accommodation," he received a response from HR, requesting a letter from a religious leader. Mr. Wimmer promptly contacted his pastor, Dr. Andrew Hudson, to request the letter.

### **G. March 20, 2025**

On March 20, 2025, Pastor Hudson submitted a letter, on behalf of Mr. Wimmer, to Generac's HR Administrator, Guadalupe Hautala, in accordance with the company's inquiry

“regarding Spencer’s request for a religious accommodation.”<sup>35</sup> In his letter, Pastor Hudson informed Generac that “[w]e make the Bible our standard for everything that we do,” explaining that “[t]herefore, we base our sincerely held belief on gender on verses like Genesis 1:27, which says, ‘So God created man in his own image, in the image of God created he him; male and female created he them.’”<sup>36</sup>

Pastor Hudson further explained that: “[t]his verse leads our church to two conclusions. 1. Every person has dignity and worth as a bearer of God’s image. 2. There are only two genders. Those two genders are rooted in biology, not in desire.”<sup>37</sup> Restating this conviction, Pastor Hudson also indicated that “[w]e have summarized this belief in our doctrinal statement (in our official church documents) as follows[:] ‘We believe that God wonderfully and immutably creates each person as male or female. These two distinct, complementary genders together reflect the image and nature of God (Genesis 1:26-27). Rejection of one’s biological sex is a rejection of the image of God within that person.’”<sup>38</sup>

Moreover, Pastor Hudson confirmed that “[u]sing gendered pronouns and names that contradict one’s God given gender (biological sex) would force Spencer to affirm something that we sincerely believe is unbiblical.”<sup>39</sup> In addition, Pastor Hudson clarified that “we [further] believe ... we can and should treat every person with dignity and respect even while refusing to affirm gender contrary to biological sex” and that “[w]e feel it is unloving to affirm what we believe is a false gender identification.”<sup>40</sup>

That same day, Mr. Wimmer received a letter from Ms. Hautala denying Mr. Wimmer’s request for religious accommodation.<sup>41</sup> Specifically, Ms. Hautala indicated that Generac has “received all the required information necessary to analyze your request for a religious accommodation” and that “[h]aving reviewed the information, Generac hereby DENIES your request for the following accommodation: Sincerely held religious belief of not utilizing an employee’s preferred name and pronouns.”<sup>42</sup>

As the basis of this denial, Generac also asserts that Mr. Wimmer’s religious belief itself is “gender harassment” that “runs contrary to the Wisconsin Fair Employment Act which prohibits gender harassment”<sup>43</sup>—even despite that Mr. Wimmer had already been, for some time, avoiding the use of preferred names and pronouns that do not align with an

---

<sup>35</sup> A copy of the letter Pastor Hudson submitted to Generac’s HR Administrator, on behalf of Mr. Wimmer, on March 20, 2025 is attached hereto as Exhibit I.

<sup>36</sup> *Id.*

<sup>37</sup> *Id.*

<sup>38</sup> *Id.*

<sup>39</sup> *Id.*

<sup>40</sup> *Id.*

<sup>41</sup> A copy of Generac’s March 20, 2025 letter, denying Mr. Wimmer his religious accommodation request is attached hereto as Exhibit J.

<sup>42</sup> *Id.*

<sup>43</sup> *Id.*

individual's biological sex and had *never* received any indication that any employee had ever complained about how he chose to address or communicate with them. In fact, far to the contrary, a previous direct report, who identified as transgender, had openly begged Generac's leadership to allow Mr. Wimmer to remain the individual's supervisor, during a departmental restructuring, in which customer service agents were reassigned to new Team Leads.

Further, although none of the policies noticed in Generac's denial letter require employees to use *any* particular references when addressing other employees, the letter concludes with another warning: "Please understand that misgendering by either 1) using other than the individual's preferred pronouns or 2) using other than the individual's preferred name will be considered violations of Generac's No Harassment policy and the Wisconsin Fair Employment Act and will result in discipline up to and including termination."<sup>44</sup> The letter notes that Mr. Wimmer may "contact [his] HR Business Partner," "should [he] have any questions."<sup>45</sup>

After reviewing the letter, Mr. Wimmer immediately requested a meeting with HR to discuss his concerns with the entire chain of events that had led to the "Disciplinary Notice" followed by the denial of his request for a religious accommodation. Ms. Overstreet and Ms. Roberson agreed to meet with Mr. Wimmer that same day.

At the meeting, Mr. Wimmer explained that he was confused by the denial letter's assertions that he was, or would be, "misgendering" individuals and felt misunderstood, because he had never stated or implied that he has ever, or would ever, use *any* incorrect names or pronouns. Mr. Wimmer clarified how he had repeatedly indicated that his intention was to avoid, altogether, the use of preferred names and pronouns that do not align with an individual's biological sex.

Mr. Wimmer also pointed to the fact that no employee had ever complained about his approach and that he had initially chosen to discuss the matter with Ms. Roberson simply because claims of gender identity changes were not uncommon in the company and he wanted to gain clarity on the matter and assurance that he could have an accommodation based on his religious beliefs. Mr. Wimmer explained that he did not understand how this conversation—which Ms. Roberson had assured would *not* result in adverse consequences—only days later ended in a formal disciplinary notice and warning followed by the denial of what he felt was a reasonable request.

Mr. Wimmer further expressed that the way Generac was handling this situation had been overwhelmingly stressful and heartbreaking for him and requested that Generac reconsider its denial of his religious accommodation and revise the March 12 disciplinary notice, which had similarly deemed his beliefs and approach to avoiding certain gender identity issues "unprofessional" and in violation of company policy.

In response to these requests, Mr. Wimmer was asked to leave the conference room while Ms. Overstreet and Ms. Roberson conferred. When he was allowed back into the room,

---

<sup>44</sup> *Id.*

<sup>45</sup> *Id.*

Ms. Overstreet stated that she would *not* speak to the religious accommodation request and would only speak to the disciplinary notice. Ms. Overstreet then explained that the March 12 disciplinary notice was to place Mr. Wimmer on notice that further action would be taken against him if an employee complained that Mr. Wimmer was using the wrong name or pronouns. Mr. Wimmer again reiterated that he had specifically indicated that he would not use individuals' "old names" and that because of his religious convictions, he wanted to eliminate any issue by avoiding the use of names and pronouns altogether. Mr. Wimmer questioned whether this avoidance of employee names and pronouns would violate company policy. Ms. Overstreet stated that she could not advise on what he should or should not say, offering only that further action would be taken if an employee were to launch a complaint.

After several cycles of pleading his case and attempting to understand what he could or could not say and whether another accommodation might be an option, Mr. Wimmer realized that the conversation was going nowhere. Mr. Wimmer again expressed that he felt misunderstood and harassed on the basis of his religious beliefs and that the company's lack of explanation and clarity felt unfair. By the end of the exchange, Mr. Wimmer was experiencing a profound sense of unease and felt physically ill.

#### **H. March 21, 2025**

The next day, on March 21, 2025, Ms. Overstreet sent Mr. Wimmer an email "to address [his] questions and/or uncertainties following the meeting on 3/20."<sup>46</sup> Specifically, Ms. Overstreet's email recognizes that "[o]n 3/20 in our Teams meeting," Mr. Wimmer "requested that the verbal warning presented ... on 3/12/25 be re-written" and includes a screenshot of the "Disciplinary Notice" issued to Mr. Wimmer.<sup>47</sup>

While Ms. Overstreet's email did *not* address Mr. Wimmer's broader concerns over the entire handling of his request for a religious accommodation—including the denial of his religious accommodation, which Ms. Overstreet had previously refused to discuss—her email did clarify that "[t]he messaging in the verbal warning still stands and your request to modify the verbal warning will not be accommodated."<sup>48</sup> In addition, Ms. Overstreet re-confirmed that Mr. Wimmer's "refusal to refer to an employee/subordinate by their preferred name/pronouns is in violation of both" "Generac's Code of Business Conduct and No Harassment Policy."<sup>49</sup>

Ms. Overstreet also instructed that "[t]he expectation is that if a situation arises where the use of a name/pronoun is necessary, it is expected that you use the individual's preferred name/pronoun" and that "[f]ailure to comply with this expectation when communicating with any employee, or with your leader or another leader in relation to that employee, would be considered a violation of the policy and law, potentially resulting in

---

<sup>46</sup> A copy of the Ms. Overstreet's March 21, 2025 email to Mr. Wimmer is attached hereto as Exhibit K.

<sup>47</sup> *Id.* See also *supra* p. 7 & Exhibit C.

<sup>48</sup> Exhibit K.

<sup>49</sup> *Id.*

disciplinary action up to and including termination.”<sup>50</sup> Finally, Ms. Overstreet indicated that “[i]n the event Generac receives a complaint from an employee, we are duty bound to investigate the matter and if warranted, administer disciplinary action up to and including termination.”<sup>51</sup>

## **I. Generac Terminates Mr. Wimmer**

Over the next week, Mr. Wimmer limited his workplace conversations and attempted to keep a low profile. He felt only further distressed by Ms. Overstreet’s March 21<sup>st</sup> email and the March 20<sup>th</sup> meeting—he typically talked to supervisors, leaders, direct reports, and other employees daily and could not be faithful to his religious beliefs while continuously complying with Ms. Overstreet’s repeated demands to “refer to an employee/subordinate by their preferred name/pronouns” “when communicating with any employee, or with your leader or another leader in relation to that employee.”<sup>52</sup>

Moreover, the denial of his religious accommodation request left Mr. Wimmer with no options when addressing and communicating with employees. Mr. Wimmer could only understand this denial as a further indication and reinforcement of the disciplinary notice and believed that if he continued to avoid employee names and pronouns, it would be only a matter of time before he faced termination. He was extremely discouraged by the threat of penalty looming over his head and the hostility that his leaders at Generac had displayed to him because of his religious beliefs on gender identity. The situation was further upsetting to Mr. Wimmer as he reflected upon his last five years of service at Generac, in which he had built a solid performance record, envisioning continued career growth with the company.

Mr. Wimmer prayed continually and sought guidance from his church regarding the company’s denial of his accommodation request and expectation that he refer to employees in a specific manner even when this violated his religious beliefs. During his soul searching, Pastor Hudson gifted Mr. Wimmer a new Bible, in which Pastor Hudson had outlined key passages in First Peter, including verses calling followers of Christ to “not be[] conformed to the former lusts *which were yours* in your ignorance, but like the Holy One who called you, be holy yourselves also in all *your* conduct.”<sup>53</sup> Among other passages, Mr. Wimmer was also reminded “not [to] be surprised at the fiery trial [when it comes upon you] for your testing, as though some strange thing were happening to you” and that those “who suffer according to the will of God must entrust their souls to a faithful Creator in doing good.”<sup>54</sup>

After much prayer and discussion with Pastor Hudson, Mr. Wimmer confirmed that he could not remain steadfast in his faith while complying with the company’s expectations to “refer to an employee/subordinate by their preferred name/pronouns” and policies under which “refusal to refer to an employee/subordinate by their preferred name/pronouns” would

---

<sup>50</sup> *Id.*

<sup>51</sup> *Id.*

<sup>52</sup> *Id.*; *see also* Exhibit C.

<sup>53</sup> 1 *Peter* 1:14–15 (LSB translation) (emphasis in original).

<sup>54</sup> 1 *Peter* 4:12, 19 (LSB translation).

be deemed a violation.<sup>55</sup> Having spent the last several weeks working through an agonizing attempt to secure a religious accommodation, Mr. Wimmer did not wish to face a humiliating termination or any such additional harassment or distress caused by further inquiry into his religious beliefs or decision to avoid using preferred names and pronouns that do not correspond with an individual's biological sex. Considering the way in which he was treated, *even when no employee had complained*, Mr. Wimmer could not imagine the further nightmare that would befall him if someone did complain or if Ms. Roberson decided to report him again. As a result, on March 31, 2025, Mr. Wimmer provided a two-week notice to resign, indicating that his last day would be April 11 at 5:00 PM.<sup>56</sup>

Days later, Mr. Wimmer quietly learned that he may have certain rights that protect his religious beliefs in the workplace, and he reconsidered his notice to resign. On April 2, 2025, Mr. Wimmer emailed Ms. Roberson to rescind his prior resignation and continue his employment at Generac.<sup>57</sup>

Mr. Wimmer did not receive any response to this email. However, hours later, Ms. Roberson called Mr. Wimmer into a conference room. Mr. Wimmer thought that he and Ms. Roberson would be reviewing normal business matters together; but then Ms. Roberson brought in an HR representative via a Teams videoconferencing call. Moments later, Mr. Wimmer noticed that his email had stopped functioning, and the HR representative informed him that Generac would *not* accept his request to rescind his resignation for April 11 and that, instead, Mr. Wimmer was to be terminated, effective immediately.

No further explanation for the termination was provided. The HR representative indicated that Mr. Wimmer must vacate Generac's premises immediately, without the opportunity to collect his personal belongings from his office workspace, indicating that these items would be shipped at a later date. After another supervisor in the building brought Mr. Wimmer his car keys, Ms. Roberson escorted Mr. Wimmer out of the building.

#### **J. Mr. Wimmer's Receipt of his Personal Items from Generac**

On April 9, 2025, Mr. Wimmer received a shipment from Generac, returning his personal belongings that had been in his office workspace. Among other items Mr. Wimmer expected to receive were the following:

- the new Bible that Pastor Hudson had recently gifted and that Mr. Wimmer kept in his desk and read during his lunch breaks;
- a black mug that contained an image of the Chi Rho, one of the earliest forms of the Christogram that is believed to have served as a secret identifier among

---

<sup>55</sup> Exhibits C & K.

<sup>56</sup> A copy of Mr. Wimmer's March 31, 2025 email indicating his constructive discharge and providing a two-week resignation notice is attached hereto as Exhibit L.

<sup>57</sup> A copy of Mr. Wimmer's April 2, 2025 email rescinding his resignation notice is attached hereto as Exhibit M.

early Christians during periods of persecution and has been used for centuries to acknowledge Jesus Christ;

- a novelty water drinking bird, which was a Christmas gift Mr. Wimmer received from his mother in celebration of his first office job with Generac; and
- an eight-set figurine display from a favorite television series.

These items held deep and personal sentimental and/or religious value for Mr. Wimmer; and each had been in pristine condition when Mr. Wimmer left his workspace to attend the meeting in which he was fired. Indeed, Mr. Wimmer is meticulously careful with his possessions and frequently retains original packaging to protect and preserve an item's value, for proof of authenticity, and for sentimental reasons. However, all of the above items were returned to Mr. Wimmer defaced and badly damaged.

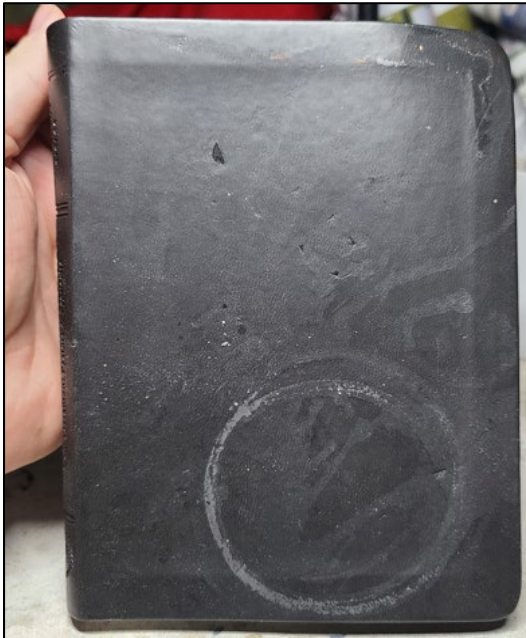
For starters, and despite the company's Jefferson office being attached to a working factory with a shipping department, Generac made no attempt whatsoever to package Mr. Wimmer's personal effects with any level of care, tossing his items haphazardly into a far-too-large and dilapidated box that contained no packaging materials.<sup>58</sup>

In addition to this careless packaging job, some of the items showed signs of further defacement. Most notably, Mr. Wimmer's new Bible arrived with a large water/moisture ring on its cover, and the covering's finish has been disfigured with what appear to be markings, scuffing, and puncture holes. Similarly, Mr. Wimmer's once black Chi Rho mug is now covered in significant surface scratching. Likewise, the water dipping bird Mr. Wimmer received from his mother in honor of his job with Generac has been smashed to bits in various places; and his entire set of figurines has been destroyed—decapitated and/or missing limbs and accessory pieces. A few photos showing the damage Generac caused to Mr. Wimmer's personal belongings are provided below.<sup>59</sup>

---

<sup>58</sup> Photos of the packaging and the damage Generac caused to Mr. Wimmer's personal items are attached hereto as Exhibit N.

<sup>59</sup> Additional photos of this damage are included in Exhibit N.



### III. Generac's Discipline, Harassment, Denial of Religious Accommodation, and Termination of Mr. Wimmer Violate Title VII

Title VII applies to private employers with 15 or more employees to protect individuals from employment discrimination based on religion—including, for example, discharge, harassment, and other forms of discrimination on the basis of religion in the terms, conditions, or privileges of employment.<sup>60</sup> In addition, employers are required to reasonably accommodate “sincerely held” religious beliefs, practices, and observances, unless doing so would impose “undue hardship on the conduct of the employer’s business.”<sup>61</sup> The United States Supreme Court has held that an employer who fails to provide an accommodation has a defense only if it “show[s] that the burden of granting an accommodation would result in substantial increased costs in relation to the conduct of its particular business.”<sup>62</sup>

<sup>60</sup> 42 U.S.C. §§ 2000e(b); 2000e-2(a)(1)–(2).

<sup>61</sup> 42 U.S.C. § 2000e(j); *Redmond v. GAF Corp.*, 574 F.2d 897, 900–01, n.12 (7th Cir. 1978); *Adeyeye v. Heartland Sweeteners, LLC*, 721 F.3d 444, 448 (7th Cir. 2013).

<sup>62</sup> *Groff v. DeJoy*, 600 U.S. 447, 470 (2023) (citation omitted).

Throughout the course of the foregoing described events, Generac produced no policy that would have required employees to use *any* particular references when addressing other employees.<sup>63</sup> However, assuming Generac’s unclear, post-hoc interpretations of its “Code of Business Conduct” and, “No Harassment” policies, Mr. Wimmer’s sincerely held religious beliefs and practices—which he explained repeatedly and further supported through the declarations of his pastor—clearly conflicted with Generac’s expectations on name and pronoun usage in instances in which these terms do not align with an individual’s biological sex. Consequently, Generac was required by law to consider Mr. Wimmer’s request for accommodation, including his proposal to avoid using names and pronouns in such instances.

This proposed request would have accommodated Mr. Wimmer’s religious beliefs without “result[ing] in substantial increased costs in relation to the conduct of [Generac’s] particular business.”<sup>64</sup> Indeed, Mr. Wimmer had already been engaging this approach without issue, and even Generac acknowledged that *no employee had launched any complaint about how Mr. Wimmer had addressed or communicated with them*.<sup>65</sup> Likewise, other accommodations, including but not limited to, referring to all employees by last name, may also have accommodated Mr. Wimmer without “result[ing] in substantial increased costs in relation to the conduct of [Generac’s] particular business.”<sup>66</sup>

But Generac made *no attempt whatsoever* to accommodate Mr. Wimmer’s request. Instead, Generac discriminated against Mr. Wimmer at every step of the way. For example, at the outset, during an offhanded conversation with Ms. Roberson when Mr. Wimmer attempted to gain clarity on the company’s expectations and assurance of a religious accommodation, Mr. Wimmer was subsequently reported to HR, reprimanded, threatened, and written up. And, throughout all that, the company attempted to debate and debase the tenets of his faith.

This harassment and display of Generac’s bias and hostility toward Mr. Wimmer’s religious beliefs only continued throughout Mr. Wimmer’s unsuccessful pursuit of an accommodation for his religious beliefs. Generac’s denial letter did not even bother to address his request, falsely asserting that his proposed accommodation required “harassment” or “misgendering” of others.<sup>67, 68</sup> In fact, the denial letter was just another opportunity for

---

<sup>63</sup> See Exhibits C, D, E & F.

<sup>64</sup> *Groff*, 600 U.S. at 470.

<sup>65</sup> See Exhibit K (Ms. Overstreet March 21, 2025 email) (noting that no further disciplinary action will be taken unless “Generac receives a complaint from an employee”).

<sup>66</sup> *Groff*, 600 U.S. at 470.

<sup>67</sup> See Exhibit J.

<sup>68</sup> Moreover, although this Charge of Discrimination is brought *exclusively* pursuant to federal law under Title VII of the Civil Rights Act of 1964 (as amended), we note that Generac’s unsupported assertion that Mr. Wimmer’s sincerely held religious belief constitutes “gender harassment” in violation of Wisconsin’s Fair Employment Act is likewise without merit. Generac cannot simply claim that Mr. Wimmer’s beliefs automatically constitute “gender harassment.” Such a baseless, blanket determination would not meet the standards for harassment outlined in Wis. Stat. § 111.36(1)(b)–(br), nor demonstrate that Generac meaningfully engaged in *any* attempt to reasonably accommodate Mr. Wimmer’s sincerely held religious beliefs as similarly required under Wis. Stat. § 111.337(1).

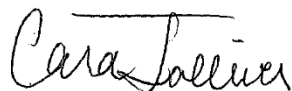
Generac to issue additional threats of discipline and termination if Mr. Wimmer “use[d] [anything] other than the individual’s preferred pronouns or ... preferred name.”<sup>69</sup> And when Mr. Wimmer tried yet again to engage with the company to clarify any misunderstandings, request reconsideration of his religious accommodation and the March 12 disciplinary notice, and explore other possible accommodations, he was only met with more hostility and harassment and told that neither request would be reconsidered.

Ultimately, Generac’s series of looming threats and continual debasement of Mr. Wimmer’s sincerely held religious beliefs created a hostile environment that distressed and wore Mr. Wimmer down to the point that he felt compelled to tender a two-week notice of resignation—a decision that proved to be very difficult for Mr. Wimmer as he considered his previously positive experience and dedication over the last five years, alongside long-term career hopes with the company. And even when Mr. Wimmer rescinded this notice just two days later, after quietly learning that he may have legal rights that protect him from religious discrimination in the workplace, Generac fired him on the spot, well before the original notice period had lapsed. As if all this were not enough, further reflecting the company’s contempt, Generac refused to let Mr. Wimmer collect his personal belongings from his office space before exiting, then later returned these items—including Mr. Wimmer’s personal Bible—defaced and water-damaged.

Generac’s bias and hostility toward Mr. Wimmer’s religious beliefs—including the company’s discipline, harassment, denial of a reasonable accommodation, and ultimate termination of Mr. Wimmer—constitute religious discrimination under Title VII. Accordingly, we ask that you open a formal investigation based on this Charge of Discrimination and find that Generac’s actions are in violation of Title VII.

Sincerely,

WISCONSIN INSTITUTE FOR LAW & LIBERTY, INC.



Cara Tolliver  
Associate Counsel

*Enclosures (14): Exhibits A–N.*

---

<sup>69</sup> Exhibit J.

---

### VERIFICATION

---

1. I am the Charging Party in this Charge of Discrimination.
2. I have personal knowledge of myself, my activities, my intentions, including those set out in the foregoing Charge.
3. I verify under the penalty of perjury that the factual statements in this Charge concerning myself, my activities, and my intentions are true and correct.

Dated: 05/20/2025

Signature Spencer Wimmer

Printed Name: Spencer Wimmer