

**CAITLIN O'CONNOR**

**vs.**

**LAMPO GROUP**

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**30(b)(6), Attorneys Eyes Only**

**ARMANDO LOPEZ**

**September 30, 2021**



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CONFIDENTIAL  
IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF TENNESSEE  
NASHVILLE DIVISION

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CAITLIN O'CONNOR,

Plaintiff,

vs.

Case No. 3:20-cv-00628

THE LAMPO GROUP, LLC a/k/a  
RAMSEY SOLUTIONS,

Defendant.

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\*\*\*CONFIDENTIAL\*\*\*  
\*\*\*ATTORNEYS' EYES ONLY\*\*\*  
(UNTIL FURTHER DETERMINATION)

30 (b) (6) Video Recorded and Videoconference  
Deposition of:

THE LAMPO GROUP, LLC a/k/a  
RAMSEY SOLUTIONS by ARMANDO LOPEZ

Taken on behalf of the Plaintiff  
September 30, 2021

Commencing at 11:15 a.m.

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Elite-Brentwood Reporting Services  
MICHELLE SMITH, RDR, LCR, CCR, FPR, CLR, CLVS, CDVS  
Nashville, Tennessee  
(615) 595-0073

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A P P E A R A N C E S

For the Plaintiff, via videoconference:

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ALSO PRESENT:

MS. MARY CIEZADLO, Legal Videographer  
MR. DANIEL CORTEZ  
MS. CAITLIN O'CONNOR





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S T I P U L A T I O N S

The 30 (b) (6) Video Recorded and  
Videoconference of THE LAMPO GROUP, LLC a/k/a  
RAMSEY SOLUTIONS by ARMANDO LOPEZ was taken by  
Counsel for the Plaintiff, by Agreement, with all  
participants appearing at their respective  
locations, on September 30, 2021, for all purposes  
under the Federal Rules of Civil Procedure.

All formalities as to caption, notice,  
statement of appearance, et cetera, are waived. All  
objections, except as to the form of the question,  
are reserved to the hearing, and that said deposition  
may be read and used in evidence in said cause of  
action in any trial thereon or any proceedings  
herein.

It is agreed that R. MICHELLE SMITH, RDR, and  
Licensed Court Reporter for the State of Tennessee,  
may swear the witness, and that the reading and  
signing of the completed deposition by the witness  
was not discussed.

\* \* \*

1  
2  
3 THE VIDEOGRAPHER: We are now on the  
4 record, today is Thursday the 30th of September 2021  
5 and the time indicated on the video screen is 11:15  
6 a.m. This is the video conference deposition of  
7 30(b)(6) corporate designee witness Armando Lopez,  
8 taken in the matter of O'Connor versus The Lampo  
9 Group, LLC, a/k/a, Ramsey Solutions; Case No.  
10 3:20-cv-00628 filed in the United States District  
11 Court for the Middle District of Tennessee, Nashville  
12 Division. My name is Mary Ciezadlo, the  
13 videographer. The court reporter is Michelle Smith,  
14 both in association with Elite-Brentwood Reporting  
15 Services.

16 Since this deposition is being taken by video  
17 conference, the oath will be administered remotely by  
18 the court reporter. Any digital exhibits marked  
19 during this deposition will be deemed as original for  
20 purposes of said deposition. At this time I'll ask  
21 Counsel to identify yourselves and state whom you  
22 represent. And if you have any objections with the  
23 procedures outlined, please state so when you  
24 introduce yourselves. We will start with the  
25 noticing attorney.

1 MS. COLLINS: Heather Collins for the  
2 Plaintiff, no objections.

3 MS. WALTER: Ashley Walter for the  
4 Plaintiff, no objections.

5 MS. SANDERS: Leslie Sanders for  
6 Defendant, and Daniel Cortez, counsel for Defendant,  
7 no objections.

8 THE VIDEOGRAPHER: Will the court  
9 reporter please swear in the witness.

10 MS. SANDERS: Heather, before you begin  
11 the deposition, Mr. Lopez has in front of him the  
12 documents that you've identified in the 30(b)(6)  
13 notice, and they're in a binder and I'm placing those  
14 before the witness. There are no notes on these, the  
15 only thing there are, are Post-It notes that divide  
16 the documents by employee.

17 And also as a reminder, given the topic of  
18 this deposition, all of this information, this entire  
19 deposition will be deemed confidential and should not  
20 be disclosed beyond this lawsuit.

21 //

22 //

23 //

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1 THE LAMPO GROUP, LLC a/k/a  
2 RAMSEY SOLUTIONS by ARMANDO LOPEZ,  
3 was called as a witness, and after having been duly  
4 sworn, testified as follows:

5  
6 EXAMINATION

7 QUESTIONS BY MS. COLLINS:

8 Q. Okay. Could you state your name for the  
9 record, please.

10 A. Sure. Armando Lopez.

11 Q. And Mr. Lopez, what is your current job title  
12 with Ramsey Solutions?

13 A. Senior executive director of human resources.

14 Q. And you've been designated as a corporate  
15 representative with respect to specific topics here  
16 today; correct?

17 A. Yes, ma'am.

18 Q. Okay. And the first topic that I have you  
19 being a designated representative to or for, is topic  
20 number three, [REDACTED] personnel file, including  
21 Defendant production 2208 to 2293?

22 A. Yes, ma'am.

23 MS. SANDERS: For the record I'm showing  
24 Mr. Lopez the designation on my computer. And also  
25 to clarify, he does not have these documents in front

1 of him.

2 MS. COLLINS: He doesn't have 2208  
3 through 2293?

4 MS. SANDERS: No, he does not.

5 MS. COLLINS: Okay. Well --

6 MS. SANDERS: Those documents, Heather,  
7 would be attorney's eyes only.

8 MS. COLLINS: All right. So are you  
9 instructing him not to discuss topic number three  
10 until Ms. O'Connor leaves the deposition?

11 MS. SANDERS: Yes, that's correct.

12 MS. COLLINS: All right. We will tab  
13 topic number three and leave the deposition open as  
14 to that until we can get instruction from the Court.

15 BY MS. COLLINS:

16 Q. And I will move on to topic number five, this  
17 is about Plaintiff's termination and violation of the  
18 Defendant's core values, including all communications  
19 and discussions.

20 Mr. Lopez, do you have in front of you the  
21 previously marked Exhibits in this case?

22 MS. SANDERS: I have them.

23 THE WITNESS: Yes, ma'am, I don't have  
24 them in front of me but my attorney does.

25 //

1 BY MS. COLLINS:

2 Q. Okay. Now, if you could turn to Exhibit  
3 Number 5.

4 MS. SANDERS: Let the record reflect I'm  
5 handing Mr. Lopez a document identified as Exhibit 5,  
6 Lopez.

7 BY MS. COLLINS:

8 Q. And well, I'm just going to ask you if you  
9 could review Exhibit Number 5, 6, 7 and 8, these were  
10 the e-mails that were produced to us that had to do  
11 with Ms. O'Connor's termination. As corporate  
12 representative, are these the only e-mails that are  
13 in the company's possession that discuss her  
14 termination?

15 MS. SANDERS: For the record I'm handing  
16 the corporate representative three documents,  
17 Exhibit 6, I've handed him that now; Exhibit 7, both  
18 marked Lopez; and Exhibit 8 marked Lopez.

19 THE WITNESS: Yes, ma'am. I can attest  
20 to my knowledge these are the only documents that  
21 exist regarding Ms. O'Connor's termination.

22 BY MS. COLLINS:

23 Q. Okay. Were there any -- well, was the  
24 decision to terminate her discussed at a human  
25 resources committee meeting?

1 A. I do not recall that, but in reading through  
2 Exhibit Number 5, it does not appear that it was in a  
3 meeting. It appears that it was HR committee via  
4 e-mail.

5 Q. Okay. And when you say HR committee via  
6 e-mail, is that just all of the people that chimed in  
7 on Exhibit Number 5?

8 A. There were some added people that are not  
9 part of HR committee that chimed in. But HR  
10 committee, again, reviewing the e-mails and  
11 remembering from having read them, the decision to do  
12 something consistent with what we've done in the past  
13 was made by HR committee unless there were any new  
14 information or new facts that surfaced. Those facts  
15 did not surface different than what we had faced  
16 within the past, so that decision was made by the HR  
17 committee.

18 Q. Okay. Other than the e-mails that we've  
19 discussed, 5 through eight, is there any specific  
20 e-mail that says the HR committee recommends  
21 termination, or is it just in these e-mails?

22 A. Only in the e-mails produced, there's no  
23 additional e-mails.

24 Q. Okay. Are there any other memos or anything  
25 else that exists that discussed the reasons for

1 Ms. O'Connor's termination?

2 A. Not to my knowledge that have not been turned  
3 in to you.

4 Q. Okay. And decision to terminate her was  
5 based on a violation or a perceived violation of the  
6 righteous living value that's encompassed in the  
7 Defendant's core values?

8 A. That is correct.

9 Q. Okay. All right. Let's move on to topic  
10 Number 10.

11 MS. SANDERS: And for the record I have  
12 pulled up on my computer topic Number 10, and it  
13 also shows topic number 11, Mr. Lopez is reviewing  
14 that.

15 MS. COLLINS: All right. Let's go off  
16 the record for just one second.

17 MS. SANDERS: Sure.

18 THE VIDEOGRAPHER: Going off the record  
19 at 11:24 a.m.

20 (Brief break.)

21 THE VIDEOGRAPHER: We are back on the  
22 record at 11:38 a.m.

23 //

24 //

25 //

1 BY MS. COLLINS:

2 Q. Okay. Mr. Lopez, back again. All right.  
3 We're moving on to topic Number 10. And topic Number  
4 10 in particular we're going to be discussing the  
5 circumstances and events surrounding and including  
6 the termination of Ms. O'Connor's comparators that  
7 were included in your -- in the Defendant's  
8 production Bates stamped 78 and 2169.

9 So we are going to mark that as Exhibit --  
10 are we up to 21?

11 THE REPORTER: Yes, ma'am, 21.

12 (WHEREUPON, a document was marked as  
13 Exhibit Number 21.)

14 MS. SANDERS: Hold on one second,  
15 Heather, I'm making sure I gave him the right one.  
16 Yeah, he has 78 and 2169, yeah. Okay. Sorry about  
17 that. He has that in front of him.

18 MS. COLLINS: Okay. What we'll do, is 78  
19 will be 21, and 2169 will be 22.

20 (WHEREUPON, a document was marked as  
21 Exhibit Number 22.)

22 MS. SANDERS: Okay. And Heather, just so  
23 you don't have to keep referring to the Bates number,  
24 I'm going to write 21 and 22 on those, so that he  
25 knows which ones you're referring to.

1 MS. COLLINS: Okay. 78 is 21, and  
2 2169 is 22. Okay. For the record I wrote 21 and 22  
3 so the witness knows which exhibit Ms. Collins is  
4 referring to. Okay.

5 BY MS. COLLINS:

6 Q. Mr. Lopez, with respect to Exhibit Number 21,  
7 do you know who created this document?

8 A. Yes, ma'am.

9 Q. Who?

10 A. It was a combination of people, the HR  
11 committee, myself and ultimately our attorney as well  
12 to put this document together.

13 Q. Okay. And what was done to arrive at the  
14 list of names here of employees believed to have  
15 engaged in premarital sex between [REDACTED]  
16 and [REDACTED]?

17 A. We went back and looked at every person that  
18 left during that time period and the reasons for  
19 which they had left, which helped us to compile  
20 which ones were righteous living core value  
21 violations.

22 Q. Were these just people that had had that  
23 issue brought before the HRC?

24 A. It was the list of all exited team members,  
25 not just those that went through HRC, but all of them

1 went through HRC.

2 Q. Okay. And did it just start from  
3 January 1st, 2018 or was any -- did you guys look at  
4 anything before [REDACTED] ?

5 A. We looked at the entire list, I think the  
6 dates that are on here was [REDACTED] through  
7 [REDACTED].

8 Q. Okay. So this list is a comprehensive list?

9 A. Yes, ma'am.

10 Q. Have there been any since then, the people  
11 that have been terminated for engaging in premarital  
12 sex?

13 A. Not to my knowledge.

14 Q. All right. Now, if you can turn to  
15 Exhibit Number 22, please. Can you tell me what this  
16 is?

17 A. It's a continuation or a more exhaustive list  
18 of Exhibit Number 21. This list has the same people  
19 and then some that were pornography problems that  
20 had -- that had come into HR committee, not  
21 necessarily people that had left the company, just  
22 issues that HR committee had dealt with.

23 Q. And the people that -- well, all of the  
24 people that are listed on both Exhibit 21 and 22,  
25 again there's overlap between the two, but all of



1 these people, the righteous living core value was  
2 implicated; right?

3 A. It's not the way we consider them. It's more  
4 behaviors, but yes, you could say those behaviors  
5 were tied into the righteous living core values.

6 Q. And with respect to Exhibit 22, there were  
7 three people listed as engaging in conduct, and it  
8 lists pornography was their problematic behavior;  
9 correct?

10 A. Yes, ma'am. There are three names where the  
11 conduct says pornography.

12 Q. Okay. And all three of those people were  
13 men; right?

14 A. Yes, ma'am. All three of those are men.

15 Q. And when it comes to light that an employee  
16 has been looking at pornography, it's not an  
17 automatically terminable offense; is that correct?

18 A. It is not. It could be, but it is not  
19 typically. We seek to find the facts.

20 Q. What do you mean "it could be"?

21 A. The -- these three individuals did not result  
22 in an automatic termination, but it could have been  
23 if none of them had chosen to seek some kind of help  
24 to stop doing that behavior, to stop conducting that  
25 behavior.

1 Q. Okay. And with respect to [REDACTED], it was  
2 listed that he was terminated, but that was -- was  
3 that after he had already been given an opportunity  
4 to correct the behavior?

5 A. Yes, ma'am.

6 Q. Okay. If someone is -- so for all of the  
7 other ones, it involves sex, it looks like there is  
8 two that involve extramarital sex; right?

9 A. Yes, ma'am.

10 Q. Okay. And those two employees, they were  
11 having an extramarital affair, right, with each  
12 other?

13 A. Yes, ma'am. Those two were having an  
14 extramarital affair with each other.

15 Q. And the others where it's listed that they  
16 had premarital sex, all of the people that were  
17 accused of having premarital sex were terminated;  
18 right?

19 A. That is correct.

20 Q. Okay. And there's no second chances or  
21 chance for rehabilitation for engaging in premarital  
22 sex; right?

23 A. Premarital sex is an automatic termination,  
24 that is correct.

25 Q. And that's based on that righteous living

1 core value; correct?

2 A. Yes, ma'am.

3 Q. Right. And the -- I think we've already  
4 established time and time again the righteous living  
5 core value is Biblically based; right?

6 A. Correct.

7 Q. Okay. Of the employees that were terminated  
8 for premarital sex, there were three females;  
9 correct?

10 MS. SANDERS: I'm sorry, Heather, did you  
11 say premarital?

12 MS. COLLINS: Yes.

13 MS. SANDERS: Okay. I'm sorry, I had a  
14 hard time understanding you.

15 BY MS. COLLINS:

16 Q. And just to help you out, Mr. Lopez, because  
17 yours probably is not handily highlighted the way  
18 mine is.

19 A. It's not.

20 Q. Ms. [REDACTED], she's the top, [REDACTED], and  
21 then [REDACTED], and Caitlin Eastwood, who we  
22 know as Caitlin O'Connor; correct?

23 A. Yes, ma'am.

24 Q. And all three of those women who were  
25 terminated for violating the righteous living core

1 value of having premarital sex, all three of those  
2 women had come to Ramsey Solutions and notified it  
3 that they were pregnant; correct?

4 A. That is not correct.

5 Q. Okay. What is not correct about that?

6 A. [REDACTED] was not pregnant.

7 Q. Okay. How did you find out she was having  
8 premarital sex then?

9 A. I'm going to refer to a document just to  
10 refresh my memory.

11 Q. Yeah. Sure.

12 MS. SANDERS: You have to tell her which  
13 document.

14 THE WITNESS: Yes. I am looking at  
15 Defendant Document 0910.

16 BY MS. COLLINS:

17 Q. Okay.

18 A. Bottom portion of that has an e-mail exchange  
19 from Rebecca Ward to Jack Galloway and Heath Hartzog,  
20 dated [REDACTED] where they  
21 are speaking with [REDACTED], [REDACTED], her  
22 middle name is [REDACTED], and they're asking her  
23 about the person that spent the night. And then I'm  
24 going a little further back in that chain of e-mails  
25 to Defendant Document Number 0911, bottom portion

1 e-mail exchange Jack Galloway, Heath Hartzog, Rebecca  
2 Ward, dated [REDACTED] at [REDACTED] where  
3 it says that we learn from [REDACTED] with a situation  
4 that he ran across over the weekend, he and  
5 [REDACTED] live in the same apartment.

6 Yesterday morning around 7:00 a.m.

7 [REDACTED] boyfriend came out of her apartment in  
8 boxer shorts and a blanket to walk the dog. Please  
9 connect with [REDACTED] and get any context needed. So we  
10 learned about this from [REDACTED], and then asked  
11 [REDACTED] about it.

12 Q. Okay. And by [REDACTED] telling management  
13 that, that he ran across [REDACTED] boyfriend in  
14 his boxer shorts on a Saturday morning walking  
15 [REDACTED] dog, that doesn't violate the core value  
16 against gossip?

17 A. He went to leadership, he didn't go to  
18 subordinates or peers.

19 Q. Okay. So it's not gossip if you go to  
20 leadership?

21 A. That is correct.

22 Q. Okay. All right. Well, let me just go ahead  
23 and mark because that set of documents is included in  
24 one of the 30(b)(6) requests, so just for sake of the  
25 record.

1 MS. SANDERS: I think it's Number 12,  
2 Heather.

3 BY MS. COLLINS:

4 Q. Yes, I'm sending over a set of documents  
5 we're going to mark as Exhibit 23 to the deposition,  
6 and these are [REDACTED] records.

7 (WHEREUPON, a document was marked as  
8 Exhibit Number 23.)

9 MS. SANDERS: Okay. And for the record,  
10 he's got that set of documents, and which exhibit did  
11 you make it, Heather?

12 MS. COLLINS: 23.

13 MS. SANDERS: Okay. I'm going to write  
14 23 on this Post-It note so that you don't have to  
15 refer to the Bates Numbers.

16 BY MS. COLLINS:

17 Q. Okay. So going back to Exhibit Number 22,  
18 Mr. Lopez, [REDACTED] and Caitlin Eastwood were  
19 both terminated when they came to the company and  
20 told that they were pregnant, and neither of them  
21 were married; correct?

22 A. I'm going to refer to [REDACTED]  
23 paperwork real quick.

24 Q. And I'll go ahead and send that over and  
25 we'll mark that as Exhibit Number 24. And this is

1 the set that starts with Page 435.

2 (WHEREUPON, a document was marked as  
3 Exhibit Number 24.)

4 MS. SANDERS: So the set that's in  
5 response to topic number 15?

6 MS. COLLINS: Yes.

7 MS. SANDERS: Okay. Once he's reviewed  
8 that I'll write 15 on that Post-It note -- I mean not  
9 15, I'm sorry, 24.

10 THE WITNESS: Okay. I've refreshed my  
11 mind on [REDACTED]. And so your question was, can you  
12 repeat the question real quick?

13 BY MS. COLLINS:

14 Q. I believe the question was, was that both  
15 [REDACTED] and Catlin O'Connor, who is listed on  
16 this document as Eastwood, were terminated for  
17 righteous living core value violations when they came  
18 and told the company that they were pregnant.

19 A. They were terminated for violation of the  
20 core value in having sex out of wedlock or premarital  
21 sex. In the context of sharing it, they shared that  
22 they were pregnant, yes.

23 Q. But they didn't come and say hey, I violated  
24 the righteous living core value, they came to the  
25 company and said, hey, I'm pregnant; right?

1 A. They did.

2 Q. Okay. And [REDACTED], the first several  
3 pages of her file contain a general release and an  
4 employment resignation, so this is basically a  
5 severance agreement; correct?

6 A. Correct.

7 Q. Okay. And the company paid her [REDACTED] plus  
8 some benefits for health benefits; correct?

9 A. That is correct.

10 Q. And that was in exchange for her agreeing not  
11 to sue the company and to sign a nondisclosure  
12 agreement; correct?

13 A. Not entirely, but yes, it was to -- to care  
14 for her and to make sure she had health insurance  
15 coverage and income during her pregnancy and while  
16 she delivered her baby.

17 Q. Okay. So even though on this, on document  
18 Number 22 where it says she was terminated, was --  
19 was she asked -- was she offered this document to say  
20 that she resigned in lieu of termination because no  
21 matter what, she was going to be terminated, or how  
22 did that play out?

23 A. I am looking for document 22, can you tell me  
24 what's on there?

25 Q. That was the list that has the 2169 at the



1 bottom.

2 A. I'm sorry, yeah. Exhibit 22, yeah, it says  
3 resigned. We weren't really doing a great job of  
4 keeping up with who was terminated, who resigned, and  
5 the reality is, [REDACTED] would have been  
6 terminated. I don't recall that she resigned in lieu  
7 of being called terminated.

8 Q. Okay. Do you recall if she filed for  
9 unemployment benefits?

10 A. I do not recall that.

11 Q. Okay. And do all of the documents that were  
12 marked as Exhibit 24, [REDACTED] documents,  
13 does that pretty much accurately reflect all of the  
14 circumstances surrounding her termination?

15 A. It does.

16 Q. All right. I'm going to go back to our  
17 topics here. We're on topic Number 11, and this has  
18 to do with [REDACTED], and this was previously  
19 marked as Exhibit Number 14 in the depositions in  
20 this case, all of his information, so if you have  
21 that in front of you.

22 MS. SANDERS: Heather, can I just make  
23 sure, we don't have Exhibit 14, can I just make sure  
24 that we have all of the documents that are in  
25 Exhibit 14 with you?

1 MS. COLLINS: Sure.

2 BY MS. COLLINS:

3 Q. Mr. Lopez, this is probably in your binder,  
4 it starts with 519.

5 MS. SANDERS: Yes, we have 519 through  
6 528; 858 through 873; and 1324 through 1348, is that  
7 Exhibit 14?

8 MS. COLLINS: Yes.

9 MS. SANDERS: Okay. He's got that. I'm  
10 going to mark that as 14.

11 MS. COLLINS: Okay.

12 BY MS. COLLINS:

13 Q. Now, Mr. Lopez, does this set forth the  
14 reasons for [REDACTED] -- am I pronouncing that  
15 right, [REDACTED]?

16 A. I believe that's how he pronounced it, yeah.

17 Q. Okay. Does this set of documents accurately  
18 reflect the reasons why he was terminated?

19 A. Yes, ma'am.

20 Q. Okay. And on Page 521 he was also offered a  
21 severance agreement in exchange for not suing the  
22 company and signing and agreeing to a nondisclosure  
23 agreement; is that correct?

24 A. He was offered a severance.

25 Q. Okay. And that includes a provision that he

1 not sue the company and that he not disclose certain  
2 information about the company; right?

3 A. Yes, ma'am, similar to all severance  
4 agreements, yes.

5 Q. Okay. And on Page 861 of Exhibit Number  
6 14.

7 A. Yes, ma'am, I'm there now.

8 Q. The reason he was terminated is because he  
9 was living with his fiancée, or he was asked if he  
10 was living with his fiancée; correct?

11 A. Yes.

12 Q. And he was not transparent in living with his  
13 fiancée?

14 A. As I'm reading through this and from my  
15 recollection, what happened was, not just the living  
16 with his fiancée, but he refused to answer any  
17 questions related around the relationship and whether  
18 it was a romantic situation or not.

19 Q. And it is Ramsey Solutions' position that  
20 they are entitled to know that information?

21 A. Only as it pertains to the violation of  
22 righteous living.

23 Q. Okay. And he refused to answer questions  
24 about his personal life; right?

25 A. He did during that initial conversation,

1 yes.

2 Q. Okay. All right. And going to page --  
3 Page 61, Mr. Perry mentions that his attitude and  
4 willingness to be transparent will be key to what  
5 action we take. What was your understanding as to  
6 what that meant, or the company -- or the company's  
7 position as to what that meant?

8 A. The position would be was he in fact in a  
9 romantic relationship having premarital sex or  
10 not.

11 Q. Okay. If you can turn to Page 1324. On --  
12 at the top of the e-mail thread on Page 1324  
13 Jack Galloway sent an e-mail to the operating board  
14 about [REDACTED], and he says [REDACTED] is very  
15 liberal in his beliefs, and shared with us that his  
16 fiancée's pastor recommended that they live together  
17 prior to marriage.

18 We had some short discussion about the  
19 difference in varying interpretation right and wrong  
20 versus agreeing to work here and respect our core  
21 values.

22 What was -- what did that mean that [REDACTED] is  
23 very liberal in his beliefs?

24 A. I'm not sure why Mr. Galloway wrote that. My  
25 thought is that he would have said it's fine with him

1 to live with his girlfriend to engage in premarital  
2 sex.

3 Q. Okay. At this point in time had he admitted  
4 to engaging in premarital sex?

5 A. At this point in time he had confirmed that  
6 they were in a romantic relationship.

7 Q. But did that include premarital sex?

8 A. I don't know that it was worded that way, but  
9 yes, it was understood that he was in a romantic  
10 relationship.

11 Q. Okay. Did anyone ask him if that included  
12 intercourse, or did it get that specific?

13 A. I don't think it got that specific, I  
14 think at this point [REDACTED] was ready to go, he was  
15 not wanting to stay, and we did not want him to  
16 stay.

17 Q. Okay. And in the context of this discussion,  
18 Mr. Galloway wrote that he was liberal in his beliefs  
19 and that he had spoken with the fiancée's pastor. So  
20 at this point in time did the company know that  
21 his -- that [REDACTED] religious beliefs  
22 differed as to living together with his fiancée?

23 A. I'm sorry, can you rephrase that question?

24 Q. Sure. At this point in time, was Ramsey  
25 Solutions aware that [REDACTED] believed that it

1 was okay for him to live with his fiancée, whether it  
2 was romantic or involved intercourse or what, because  
3 his fiancée's pastor suggested it?

4 A. No, he did not. Until this moment in time,  
5 we were not aware of that.

6 Q. Okay. But the company did become aware the  
7 difference in his beliefs based on what his pastor  
8 had given, based on what their pastor had guided them  
9 to as of the writing of this e-mail on [REDACTED],  
10 [REDACTED]; correct?

11 A. That is correct.

12 Q. Okay. If you could turn to Page 1326, and it  
13 looks like Mr. Dave Ramsey chimed in about the  
14 [REDACTED]; right?

15 A. Yes, ma'am.

16 Q. Okay. And he wrote, "It is starting to feel  
17 like we are running Bob Jones University." Do you  
18 know what that means?

19 A. Yeah, I think we had had some separations at  
20 that point in time related to conduct and morals, and  
21 I think that he probably felt frustrated that it felt  
22 like a college campus.

23 Q. Okay. What is -- is Bob Jones University, is  
24 that a religious school?

25 A. I believe it is, I cannot say that a hundred

1 percent.

2 Q. Okay. And it looks like Mr. Ramsey also  
3 directed that [REDACTED] should be fired on the  
4 spot if he wouldn't answer a question about his  
5 personal life; is that correct?

6 A. That's what he said in the e-mail.

7 Q. Okay. Is that your understanding of the  
8 application of the righteous living policy?

9 A. It is not. It's a consensus in HR committee,  
10 I think it was Mr. Ramsey venting.

11 Q. Okay. Okay. So employees shouldn't be fired  
12 on the spot, is that what you're saying?

13 A. Employees should not be fired on the spot? I  
14 didn't understand the question.

15 Q. Yeah, that was my question, is that what  
16 you're saying, that the HRC committee should make  
17 these decisions, and employees shouldn't just be  
18 fired on the spot as a knee-jerk reaction?

19 A. Yes, I would agree with that.

20 Q. Okay. Now, on Page 1331 of Exhibit 14, if  
21 you could turn to that for me, please. Well, it  
22 really starts on 1332, I think. Yeah, where there's  
23 an e-mail from Michael Finney that said it was his  
24 fiancée's pastor at a [REDACTED].

25 So there was discussion about what sort of pastor

1 was giving [REDACTED] and his fiancée guidance;  
2 right?

3 A. I'm not sure in what context it was, but  
4 yes, that is what Michael Finney says, he said it was  
5 the fiancée's pastor at the [REDACTED]  
6 [REDACTED].

7 Q. And Mr. Ramsey; if you go to Page 1331, he  
8 responds back that -- well, he's inserting a sarcasm  
9 font, which frankly I wish was a thing, but and he  
10 says, "Well, that makes it okay."

11 A. Yes, ma'am. I see that.

12 Q. Okay. But that's intended to be sarcastic?

13 A. Yeah, I see it, it's intended to be  
14 sarcastic. We're not changing our core value based  
15 on a pastor in a [REDACTED].

16 Q. Okay. And [REDACTED] was not any sort of  
17 executive with the company; right?

18 A. No, ma'am.

19 Q. Is it typical for Mr. Ramsey to be  
20 involved in terminations like this of employees like  
21 [REDACTED]?

22 A. It's typical to let the CEO know when a  
23 person is being terminated for a violation of a core  
24 value. But if I -- if I refer back to that line of  
25 it feels like we're running a Bob Jones University,



1 1326, I think that it was just that we were having a  
2 few happening at the same time.

3 Q. Okay. Did you-all attribute that to  
4 anything?

5 A. Nope, we did not.

6 Q. Did you-all look into why it was going on, or  
7 ever get to the bottom of it, or just having a bad  
8 day?

9 A. We didn't do an investigation to figure out  
10 what was going on or what was happening.

11 Q. Okay. All right. In the next set of  
12 documents is [REDACTED], and we've already marked  
13 that as Exhibit Number 23. I think she was also  
14 offered a release in exchange, and she was offered a  
15 severance payment, it looks like her severance  
16 payment was [REDACTED] in exchange for agreeing not to  
17 sue and not to disparage the company; correct?

18 A. She was offered a severance and she signed a  
19 severance agreement that included those things in it,  
20 yes.

21 Q. And on the first page of her -- of  
22 Exhibit Number 23 is the separation notice that was  
23 sent to the Department of Labor, and it says that she  
24 resigned, but she was in fact, terminated, wasn't  
25 she, or asked to leave?

1 A. That's correct. That's correct. As I stated  
2 earlier, we were not very diligent in how this  
3 paperwork was being completed at that time.

4 Q. Okay. And when you say not diligent in how  
5 this paperwork, are you referring to the separation  
6 notices that were sent to the Department of Labor or  
7 something else?

8 A. I am only speaking to the separation notice,  
9 and they're not actually sent to the State of  
10 Tennessee, they are just handed to the team member.

11 Q. Okay. But they're a State of Tennessee  
12 document; right?

13 A. It is a State of Tennessee required document.

14 Q. Okay. And is that your signature on that  
15 document?

16 A. Yes, ma'am.

17 Q. Okay. And you're certifying to this State of  
18 Tennessee -- or on this State required document, that  
19 the reasons listed are true and correct; right?

20 A. That is correct.

21 Q. Okay. Do you think that's accurate to say  
22 that she resigned when she was in fact, terminated or  
23 told to leave?

24 A. I don't think it's accurate to say that;  
25 however, I do think it is permissible in that she

1 signed the general release and voluntary employment  
2 resignation separation.

3 Q. Okay. So I'm going to move on to topic 13,  
4 which is [REDACTED], and these are Defendant  
5 documents, they start with 406, and these will be  
6 marked as Exhibit 25 I think is what we're up  
7 to.

8 (WHEREUPON, a document was marked as  
9 Exhibit Number 25.)

10 MS. SANDERS: I've marked on the Post-It  
11 note 25, so he has those.

12 BY MS. COLLINS:

13 Q. All right. Mr. Lopez, as corporate  
14 representative, are you familiar with these  
15 documents?

16 A. Yes, ma'am, I am.

17 Q. And with respect to [REDACTED], we got a  
18 copy of her resignation -- or well, we got a copy of  
19 her separation notice and the general release and  
20 resignation form.

21 Now, can you tell me the reason why her  
22 employment was separated? I didn't really get the  
23 specifics of that.

24 A. She violated the righteous living core value  
25 of premarital sex.

1 Q. Okay. And unless I'm missing it back on  
2 Exhibit 22, I don't think that she's listed, is  
3 she?

4 A. She is not on Exhibit 22, she is listed on  
5 Exhibit 21.

6 Q. Okay. Can you tell me circumstances that led  
7 to her termination, or resignation?

8 A. She violated the righteous living core value,  
9 made her leader aware of it, who made his leader  
10 aware of it. And [REDACTED], this was the first  
11 time this had happened where -- where someone came in  
12 to say that to her leader, and was pregnant.

13 Q. Okay. Who was her leader?

14 A. Her leader was Winston Cruze.

15 [REDACTED]

16 [REDACTED]

17 A. Yes, ma'am.

18 Q. Okay. Were there any e-mails or HRC  
19 documents generated as a result of [REDACTED]  
20 termination or talking about it like there have been  
21 some others that we've already discussed?

22 A. No, ma'am.

23 Q. Okay. Were you involved in the meetings  
24 where she, where [REDACTED] went to [REDACTED] and  
25 told him that she was pregnant?

1 A. I was not involved in the meetings with her  
2 discussing her with the -- her leader. I was  
3 involved in meeting with [REDACTED] after the  
4 decision had been made.

5 Q. Okay. And was she not married as well?

6 A. That's correct, she was unmarried.

7 Q. Okay. So she came to [REDACTED], told him  
8 that she was pregnant, and then that was the first  
9 time the company made the decision to terminate an  
10 employee for -- that had come to them that was  
11 pregnant, for engaging in conduct that they felt  
12 violated the righteous living core value; is that  
13 correct?

14 A. To my understanding, yes.

15 Q. Okay. And her severance offer was [REDACTED];  
16 correct?

17 A. Yes, ma'am.

18 Q. Okay. And she agreed to that?

19 A. Yes, ma'am.

20 Q. Okay. Did you agree with the decision to  
21 terminate [REDACTED]?

22 A. On a personal basis or as a company? I --

23 Q. Both.

24 A. From a company basis I agreed that we needed  
25 to be consistent in the application of our core

1 value. On a personal basis, I did not agree.

2 Q. Why did you not agree?

3 A. I did not agree just on personal belief.

4 Q. What -- what was your personal belief?

5 A. My personal belief would have extended some  
6 grace.

7 Q. Okay. So if it would have been up to you,  
8 [REDACTED] would not have been terminated?

9 A. That's a different question. If it had been  
10 up to me as the head of HR making a consistent  
11 decision, I would have agreed with that decision. If  
12 it had been up to me, Armando Lopez, that an elder in  
13 a church or a neighbor of someone that told me about  
14 it, I would not have agreed.

15 Q. Okay. Well, [REDACTED] was the first  
16 pregnant employee to be terminated on this basis;  
17 correct?

18 A. Correct.

19 Q. Did any other leaders, either on the HRC or  
20 the operating board share your concern or your belief  
21 that she should be extended some grace?

22 A. I did not speak to anyone about that.

23 Q. Okay. How was the consensus built that she  
24 should be terminated?

25 A. I was not involved in those meetings.

1 Q. Okay. Who told you that she should be  
2 terminated?

3 A. That she should, or the decision was made  
4 that she would?

5 Q. Yes. That she -- that the decision had been  
6 made that she would be terminated.

7 A. [REDACTED].

8 Q. Okay. And you -- just a moment ago, you drew  
9 a distinction that she should be terminated, is that  
10 a different person than [REDACTED]?

11 A. No. Same person. I wanted a distinction  
12 from you, you said "should she" versus "would she".  
13 I didn't find out should she, I found out that she  
14 would.

15 Q. Okay. Got it. How was [REDACTED] when you  
16 informed her that she would be terminated, how did  
17 she take it?

18 A. Her demeanor was good. She knew that what  
19 she did violated a company policy, company core  
20 value, she was grateful for the money and the  
21 insurance for her child. Was sad for leaving the  
22 company but she -- she knew that this was -- that  
23 when she said this to [REDACTED], that that equated  
24 to her termination for having violated that core  
25 value.

1 Q. Would she be eligible for rehire today?

2 A. We have a policy for rehires of almost never.  
3 But every single one of those that comes back would  
4 go through HR committee.

5 Q. So if she, if [REDACTED] came back and  
6 wanted her job back, it would have to be subject to  
7 HR committee review before the decision would be  
8 made?

9 A. Yes, that's with all rehires.

10 Q. Okay. And this was the same thing on the  
11 separation notice where it says she resigned, in  
12 actual -- in actuality she was terminated; right?

13 A. She was terminated and signed the separation  
14 agreement and employment resignation.

15 Q. All right. All right. We're going to move  
16 on to topic Number 14. Does anybody need to take a  
17 break?

18 A. I'm okay.

19 MS. SANDERS: I'm okay. Thank you.

20 BY MS. COLLINS:

21 Q. We're going to move on to topic 14,  
22 and this is [REDACTED], and this is, it starts  
23 Bates Number 469, and this will be marked as  
24 Exhibit Number 26.

25 //



1 MS. SANDERS: The witness has that set of  
2 documents identified as topic number 14, and I'm  
3 writing 26 on the Post-It note.

4 (WHEREUPON, a document was marked as  
5 Exhibit Number 26.)

6 BY MS. COLLINS:

7 Q. All right. Mr. Lopez, do you have  
8 [REDACTED] set of documents in front of you?

9 A. Yes, ma'am.

10 Q. He was terminated on [REDACTED]; correct?

11 A. That is correct.

12 Q. His offer, according to the next page of the  
13 document, he was offered a [REDACTED] severance;  
14 correct? That's on --

15 A. Right. That is correct.

16 Q. Okay. And that was also in exchange for him  
17 not suing the company and a non disparagement or  
18 nondisclosure agreement; correct?

19 A. Those are provisions in the separation  
20 agreement.

21 Q. And according to Page 599 of the documents,  
22 it came up that his girlfriend had moved in with him;  
23 right?

24 A. Yes, that appears to be the e-mail from  
25 Sarah Sloyan, on [REDACTED], the bottom of

1 Page 599.

2 Q. Okay. And because that occurred, he was  
3 going to be terminated; right?

4 A. Yes. We were speaking with him to find out  
5 how -- if it was a romantic situation, but yes.

6 Q. Okay. And are you referring to the [REDACTED]  
7 [REDACTED] e-mail from Jack Galloway where he says  
8 "It's 99 percent, a hundred percent really, I just  
9 like to leave room for the unexpected, a firing  
10 situation"?

11 A. That's correct, that's what I'm referring  
12 to.

13 Q. Okay. Well, what if Mr. -- what if  
14 [REDACTED] would have said no, she's just living with  
15 me and we have separate bedrooms and there's nothing  
16 romantic going on?

17 A. It's not what he said. And I don't know that  
18 we have faced that in the past where someone has said  
19 that.

20 Q. Okay. All right. Now, if you could turn to  
21 Page 902 of this set of documents -- I'm sorry, I  
22 skipped ahead. I was looking at the wrong section.  
23 All right. I think that's all I have to ask about  
24 [REDACTED], he was terminated, his girlfriend  
25 lived with him and he violated the righteous living

1 value, that's pretty much the end of the story;  
2 right?

3 A. Pretty much.

4 Q. All right. I am just trying to speed through  
5 some of these things.

6 MS. SANDERS: We appreciate that, it's  
7 lunchtime.

8 BY MS. COLLINS:

9 Q. All right. So let's move on to topic number  
10 15, and this is [REDACTED], she's already -- her  
11 stuff has already been marked, and that was  
12 Exhibit Number 24. And I feel like we've covered  
13 most of the stuff about [REDACTED], the only  
14 question I had -- well, let's go to page 902 of that  
15 set of documents.

16 A. Yes, ma'am.

17 Q. Okay. And on page 902, it looks like  
18 [REDACTED] had come in and said she had gotten  
19 married over the weekend or over a break and that she  
20 was four months pregnant. So even though she got  
21 married, because she was pregnant before she got  
22 married, that was -- the timing was off and that's  
23 why she was terminated; right?

24 A. There was a little bit more. So she --  
25 Kassidy and [REDACTED] suspected that she might be living

1 with her fiancé already, and then she came in and  
2 said that she had gotten married over the break  
3 and then told Kassidy that she was four months  
4 pregnant.

5 Q. Okay. And that was before that she had  
6 gotten married; right?

7 A. Correct.

8 Q. And it says based on the conversations and  
9 decisions we made in [REDACTED] situation who is  
10 [REDACTED], or is that a typo?

11 A. It's supposed to be [REDACTED].

12 Q. All right. That's sort of what I figured  
13 that was.

14 And it also looks like Mr. Ramsey was also  
15 involved in the e-mail thread on this one where it  
16 says surely this is not a shock to her. And again,  
17 is that typical that he is directly involved in these  
18 termination decisions of employees who are accused of  
19 violating the righteous living core value?

20 A. It's not typical. Again, this is only the  
21 second time the company had ever had a situation  
22 where a woman had been pregnant and that's how we  
23 found out and learned. We suspected that she had  
24 violated company policy but we didn't know it until  
25 that moment.

1 Q. Okay. Were there any meetings set before  
2 finding out she was pregnant just based on the  
3 suspicion she was living with her boyfriend or having  
4 a romantic relationship with her boyfriend?

5 A. Yes, I believe so.

6 Q. Okay. And what do you base that on?

7 A. A conversation with [REDACTED] at the time  
8 that this happened.

9 Q. Okay. Is there any documentation that she  
10 was being brought before the HRC or any other group  
11 before she notified the company that she was  
12 terminated?

13 A. Is there -- can you repeat your question?

14 Q. Sure. Is there any documentation to support  
15 what we just discussed, that there was a suspicion  
16 that she was engaging in conduct that violated --  
17 that would have violated the righteous living  
18 policy and she would need to be brought before the  
19 HRC?

20 A. Got it. Thank you. No, not to my knowledge.

21 Q. Okay. All right. Moving along to topic 16,  
22 and this is [REDACTED], and it's my understanding  
23 this set of documents has been previously marked as  
24 Exhibit Number 18, this one starts at 488.

25 //

1 MS. SANDERS: Can I just make sure  
2 because I don't have that exhibit in front of me.  
3 But here is what I have, I have 488 through -- sorry,  
4 through 492. And then I have 494 through 496, and  
5 then 671, this goes on for a minute, excuse me, 671  
6 through 773. And then 1085 through 1098, is that the  
7 right exhibit?

8 MS. COLLINS: Yeah, it should be, I think  
9 that it's actually 671 through 719, then just 773,  
10 and then 1085 through 1098.

11 MS. SANDERS: Yes, sorry about that.  
12 That's what I've got, yeah. And I'm sorry, which  
13 exhibit is it?

14 MS. COLLINS: This one was previously  
15 marked in the deposition that Ashley took the other  
16 day, Exhibit 18.

17 MS. SANDERS: Okay. I'm just writing 18  
18 on here so, on his Post-It notes, okay, he has that  
19 in front of him.

20 BY MS. COLLINS:

21 Q. All right. Mr. Lopez, do you have  
22 Exhibit Number 18 or the one that starts at 488 in  
23 front of you?

24 A. Yes, ma'am.

25 Q. Great. And [REDACTED] was offered a

1 severance of [REDACTED] in exchange for a  
2 non-disparagement or nondisclosure and to not sue the  
3 company; correct?

4 A. He was offered it as a severance, and those  
5 are provisions in the severance agreement.

6 Q. Okay. And in [REDACTED] case, he had come  
7 to the company and notified it that his wife was  
8 pregnant and he was inquiring about paternity leave;  
9 right?

10 A. I do not remember him inquiring about  
11 paternity leave.

12 Q. Okay. All right. Let's -- let me just --  
13 we'll back up then and look at some of these  
14 e-mails.

15 A. Okay.

16 Q. I think that if we start on Page 671?

17 A. Yeah, I'm there.

18 Q. Okay. All right. So Ms. -- it looks like  
19 this was the first e-mail about [REDACTED]  
20 situation, I think, where [REDACTED] sent an e-mail  
21 saying that she had a one-on-one with [REDACTED]  
22 and he informed her that he and his wife are  
23 expecting their first child in [REDACTED]?

24 A. That is correct.

25 Q. Okay. Yeah, and it doesn't say anything

1 about paternity leave. So but somebody, and I guess  
2 it was [REDACTED] went back and calculated that he got  
3 married in December, and that with the due date, they  
4 would have not been married when their baby was  
5 conceived basically?

6 A. That is correct. And for the record,  
7 [REDACTED] is a male.

8 Q. Okay. Thanks. So but it -- [REDACTED]  
9 situation came up in the context of him notifying his  
10 supervisor that his wife was expecting her first  
11 child and was pregnant?

12 A. That is correct, yes.

13 Q. Is that typical for a company representative  
14 to go back and calculate a due date with when  
15 somebody got married, to see if they'd had sex before  
16 they got married?

17 A. Typical no, I would not say it's typical. In  
18 this case [REDACTED] had been with the company a very  
19 short period of time, and so it just didn't -- it was  
20 an obvious it didn't line up.

21 Q. What do you mean it didn't line up?

22 A. According to the e-mail, he informed me that  
23 he and his wife are expecting their first child

24 [REDACTED]  
25 [REDACTED]



1 how is that possible.

2 Q. Okay.

3 A. It's not that it's impossible, but it  
4 just would have raised a question of how did that  
5 happen.

6 Q. Okay. Got it. All right. If you could turn  
7 to Page 676, you sent an e-mail on [REDACTED], and  
8 you said "Righteous living was discussed with [REDACTED]  
9 at the interview and brought up at the spousal lunch  
10 with [REDACTED] and his wife [REDACTED]. [REDACTED] showed up  
11 alone since he was not married at the time, and  
12 conversations were had to ensure he understood our  
13 core values."

14 So is the company's position on premarital  
15 sex discussed at the interview stage before an offer  
16 is made?

17 A. It is discussed, that's correct, it's  
18 discussed in several time periods, but the interview  
19 is one of those.

20 Q. Okay. Is it just discussed with single  
21 people or is it discussed with everyone that, you  
22 know, the company prohibits premarital or  
23 extramarital sex and we're not going to hire you  
24 if you do these things or if you've done these  
25 things?

1 A. It's discussed with everyone, married or  
2 single.

3 Q. Okay. Were you there during [REDACTED], I  
4 guess pre-hire interview?

5 A. Yes, ma'am, I did his culture interview.

6 Q. His culture interview, where did that take  
7 place?

8 A. It took place -- it would have taken place in  
9 my office.

10 Q. Okay. All right. And Mr. Finney wrote at  
11 the top of that page on 676, that the only wrinkle in  
12 this whole thing is that he got her pregnant before  
13 he started here. And he says sure, we hire people  
14 all of the time who have kids out of wedlock, and he  
15 wonders if that changes anything. So are you aware  
16 of hiring other employees who had kids out of  
17 wedlock?

18 A. Yes, ma'am. I am aware we've hired other  
19 people out of wedlock, the timing was what was in  
20 question.

21 Q. What, because he had had his interview before  
22 he got married, or what was the timing issue?

23 A. The timing was -- he would have perhaps  
24 been engaged in premarital sex not just prior to  
25 joining the company, but even after joining the

1 company.

2 Q. Okay. So does the -- okay. Got it. So in  
3 those initial interviews like the culture interview  
4 as you referred to it, does someone point blank ask  
5 someone if they're engaging in premarital sex or if  
6 they have a boyfriend or fiancé or girlfriend or  
7 whatever?

8 A. No, we don't ask. We would state the  
9 company's position on the core value of righteous  
10 living and that that would prevent and prohibit  
11 premarital sex. We don't say are you engaged in it  
12 at this time. We want them to be aware that should  
13 they engage in that behavior, it would result in  
14 separation.

15 Q. Okay. All right. And on 677 there's an  
16 e-mail from Mr. Galloway discussing the severance,  
17 but he didn't feel like that the company needed to be  
18 as generous to a guy that had already gotten a girl  
19 pregnant as the company was with [REDACTED]. Did you  
20 have any understanding as to what that meant, or do  
21 you have any understanding?

22 A. Other than what he wrote, no. I can read the  
23 same sentence that you just read, and basically he's  
24 just saying, hey, this feels odd. It goes back to  
25 the same thing that Mr. Finney pointed out, are they

1 still and have they continued to engage in that  
2 activity even after he worked here.

3 Q. Okay. All right. Now, we're going to move  
4 on to topic 17, and this is with -- [REDACTED]  
5 [REDACTED], I hope I'm pronouncing that right?

6 A. That's close enough.

7 Q. Okay. How would you pronounce it?

8 A. [REDACTED].

9 Q. [REDACTED], okay. That's actually easier. All  
10 right. And [REDACTED] was also one of those that  
11 was terminated for violation of the righteous living  
12 core value and engaging in extramarital or premarital  
13 sex; right?

14 A. Yeah, he -- he resigned, so that's the only  
15 thing I would correct. But yes, it was still a  
16 violation of righteous living.

17 Q. Okay. If he would not have resigned, would  
18 he have been terminated?

19 A. Yes, ma'am, he would have.

20 Q. Okay.

21 MS. SANDERS: I'm sorry, Heather, which  
22 exhibit is this one?

23 MS. COLLINS: Oh, I didn't mark it. This  
24 starts with 282 and this will be Exhibit 27 I believe  
25 is what we're up to.

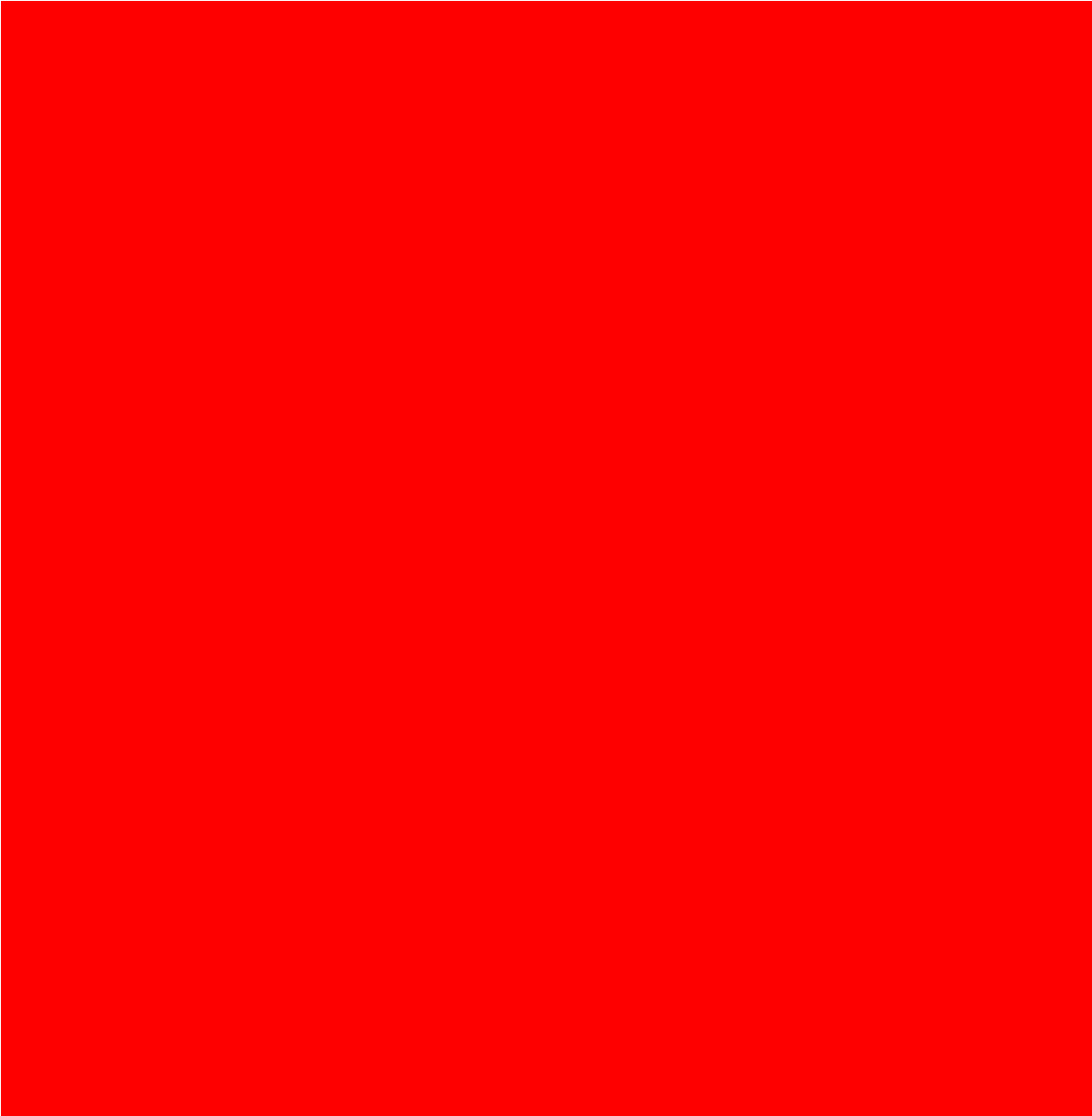
1 MS. SANDERS: 27, okay, he has that in  
2 front of him.

3 MS. COLLINS: And I'm sending over  
4 Exhibit 27 right now.

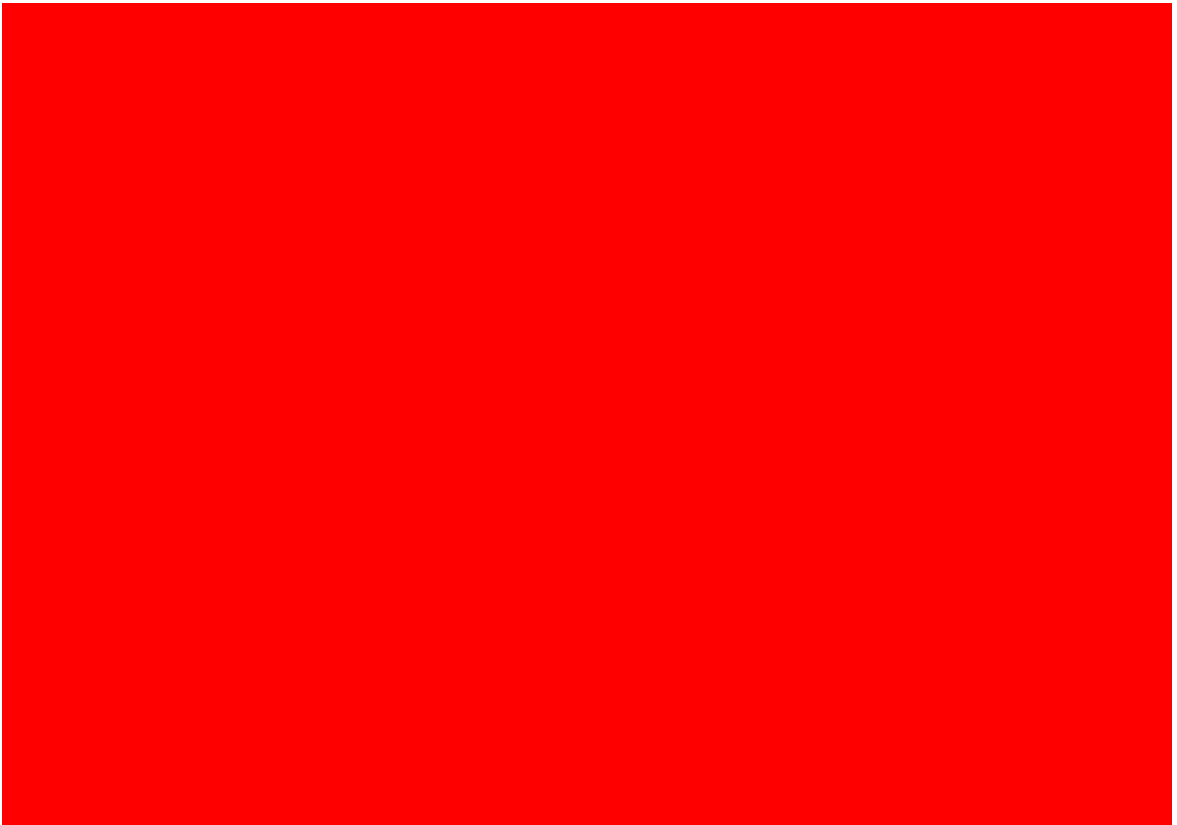
5 (WHEREUPON, a document was marked as  
6 Exhibit Number 27.)

7 BY MS. COLLINS:

8 Q. Okay. So with respect to [REDACTED], he



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Q. Okay. And he continued to be paid; correct?

A. Yes, under contract, but yes.

Q. Okay.

A. So what I mean by that is there were no additional benefits or 401-K or HSA or any other contributions by the company.

Q. All right. And he had come to Dave Ramsey, and I'm on Page 961, he had come -- and I'm just summarizing, so you tell me if I get any of this wrong. He'd come to Mr. Ramsey and told Mr. Ramsey that he had had a three months sexual affair with another employee of the company and that she quit after that, and that she threatened to expose him,

1 and so he told -- [REDACTED] told Mr. Ramsey about  
2 it?

3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]

7 Q. Okay. And so Mr. Ramsey wrote in this --  
8 now, this was -- the e-mail that was sent on 961, he,  
9 Mr. Ramsey sent that to the operating board and also  
10 Sharon Ramsey, which is his wife, Michael Reddish,  
11 and also Mr. [REDACTED], are you on the operating  
12 board's e-mail?

13 A. I am not.

14 Q. Okay. And Mr. Ramsey wrote on this e-mail,  
15 sex with other teammates that you're not married to  
16 is our only concern. But he wanted [REDACTED] to have  
17 a chance to tell his own story to the HR committee.  
18 Are you on the HR committee?

19 A. I am.

20 Q. Were you in a meeting of the HR committee at  
21 9:30 in his office the next day?

22 A. I was not.

23 Q. Do you know why you were not?

24 A. It is was a short notice and I had something  
25 already booked on my calendar.

1 Q. Okay. All right. I mean, is that typical to  
2 give someone a chance to tell their own story, would  
3 that had changed anything?

4 A. I don't think it would have. There was more  
5 to the story as we learned from [REDACTED]. So  
6 as -- so that's why I think Dave summarized part of  
7 what was said to him that night before, but there was  
8 more, and so he wanted that to come out, and felt  
9 since this all came from [REDACTED], felt that this  
10 should come from him as well.

11 Q. Okay. And when you say "more to the story",  
12 what are you referring to?

13 A. There had been additional -- there were  
14 pictures, there were some additional things that were  
15 more recent than that [REDACTED], and an admission of  
16 having this was not the only person that he had  
17 premarital sex or extramarital sex with.

18 Q. Okay. Did you review the e-mails that are  
19 referenced in this e-mail, it says he has not seen  
20 her since [REDACTED] but lots of e-mails of crazy, did  
21 you-all review any e-mails in the context of this  
22 decision?

23 A. I was not at that meeting, but yes,  
24 afterwards, [REDACTED] did produce some e-mails.

25 Q. Okay. Sitting here today as the corporate



1 representative, have you seen any of those e-mails?

2 A. I have.

3 Q. Okay. Did you bring any of those e-mails to  
4 the deposition with you today?

5 A. I did not.

6 Q. Okay. Do you know if the e-mails were  
7 produced in this litigation?

8 A. I don't know that.

9 Q. Okay. What was the purpose of the e-mails,  
10 was that to show that he didn't commit the violation  
11 or what?

12 A. So these were on [REDACTED] personal  
13 computer and personal e-mail address and they were,  
14 what they showed, what appeared to be shown from what  
15 I saw was the consensual relationship that then  
16 turned sour.

17 Q. Does the company, what was done with those  
18 e-mails, do you-all still, does the company still  
19 have the e-mails? I think you said you --

20 A. I don't think -- I don't think we ever got  
21 those e-mails. He showed us the e-mails. He had  
22 retained counsel and was defending himself.

23 Q. Who did he retain?

24 A. I'm not sure.

25 Q. Okay. And Mr. Ramsey wrote in his e-mail

1 that [REDACTED], the person that [REDACTED] had  
2 an affair with quit Ramsey after the affair, that  
3 Michael, which was her boss, her supervisor confirmed  
4 she had a screw loose. Did that play a part in the

5 [REDACTED]  
6 [REDACTED]

7 that [REDACTED] had a screw loose or --

8 A. Not to my knowledge.

9 Q. -- really turned sour?

10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]  
13 [REDACTED]

14 Q. All right. Moving on to topic Number 18,  
15 this says [REDACTED], isn't that

16 [REDACTED]?

17 MS. SANDERS: I just noticed that.

18 THE WITNESS: Yeah.

19 MS. COLLINS: I think it was, wasn't it

20 [REDACTED]?

21 MS. SANDERS: I think so.

22 BY MS. COLLINS:

23 Q. Anyway we're going to assume that maybe  
24 that's why he goes by [REDACTED].

25 A. He goes by [REDACTED].

1 Q. Doesn't want to be confused with [REDACTED].  
2 This is the one that starts with 338.

3 MS. SANDERS: Yes, he's got those  
4 documents in front of him that are in your  
5 designation -- or in our designation, but your  
6 notice, and I just wrote 28.

7 MS. COLLINS: Okay. We're going to  
8 mark these, this will be Number 28 to the deposition.

9 (WHEREUPON, a document was marked as  
10 Exhibit Number 28.)

11 BY MS. COLLINS:

12 Q. All right. Do you have these in front of  
13 you?

14 A. Yes, ma'am, I do.

15 Q. All right. And [REDACTED], he was also  
16 someone that was terminated for violating the  
17 righteous living policy but he was offered the chance  
18 to resign, or given the same sort of separation  
19 agreement in exchange for a release of his claims and  
20 non-disparagement; correct?

21 A. He was given a separation agreement, that's  
22 correct.

23 Q. Okay. And for him, if you turn to Page 874,  
24 he mentioned to someone that his girlfriend was  
25 coming to stay with him, and when he was asked about

1 it he said he would get her a hotel room. Is that  
2 kind of what kicked everything off?

3 A. Are you referring to the e-mail from  
4 Mr. Blake?

5 Q. Yes, on Page 874.

6 A. Yes, I see that line, I see that reference  
7 you're making.

8 Q. Okay. And as a result of him making that  
9 comment it looks like John Markie followed up  
10 with him about his girlfriend staying with him;  
11 right?

12 A. Yes. He also in that same e-mail from  
13 Mr. Blake confirms that she had stayed the night at  
14 Mitch's place when she had come into town in the past  
15 while he was employed with us.

16 And he says in the following -- skip one  
17 bullet, so three bullet one over:

18 " [REDACTED] understands and aligns to what  
19 righteous living means and has heard Dave talk about  
20 it from stage multiple times. He was adamant that he  
21 has had the conversation with his girlfriend several  
22 times and they are both on the same page."

23 Q. Okay. So was he terminated for allowing his  
24 girlfriend to stay with him because the presumption  
25 was that they had had intercourse?

1 A. [REDACTED] did in fact, confirm that they were.

2 Q. Okay. So was he asked if they had had  
3 intercourse?

4 A. He volunteered it.

5 Q. Okay. And because of that, he was  
6 terminated; right?

7 A. Yes.

8 Q. Okay. All right. Moving on to topic  
9 Number 19, and this starts with Page 648.

10 MS. SANDERS: We have that in -- he has  
11 that in front of him, Heather, and I just wrote 29.  
12 I guess I got ahead of you. Sorry. I'm assuming  
13 you're marking that as Exhibit 29.

14 MS. COLLINS: Yes, that will be marked as  
15 Exhibit 29.

16 (WHEREUPON, a document was marked as  
17 Exhibit Number 29.)

18 BY MS. COLLINS:

19 Q. And this e-mail talks about [REDACTED], who  
20 we just talked about -- no, we haven't talked about.  
21 Well, it talks about [REDACTED] and [REDACTED].  
22 What -- was [REDACTED] terminated for a righteous  
23 living violation?

24 A. [REDACTED] was not terminated.

25 Q. Okay.

1 A. He retired.

2 Q. Okay. But did it have anything to do with  
3 righteous living?

4 A. Had nothing to do with righteous living.

5 Q. Okay. So this was just pertinent as to the  
6 extent it related to [REDACTED], and he was one of  
7 the ones that was terminated for righteous living  
8 violation?

9 A. That is correct.

10 Q. Okay. All right. We can move on quickly.  
11 We're going to go to topic Number 20 now. And  
12 this is [REDACTED], this starts at 1506, we're  
13 going to mark this as Exhibit Number 30 to the  
14 deposition.

15 MS. SANDERS: Okay. I've just written  
16 30 on the Post-It note and he has those in front of  
17 him.

18 (WHEREUPON, a document was marked as  
19 Exhibit Number 30.)

20 BY MS. COLLINS:

21 Q. Now, [REDACTED], he did not have an  
22 extramarital affair that you-all know of; right?

23 A. He did not.

24 Q. Okay. Is he still --

25 A. To my knowledge.

1 Q. Is he still with the company?

2 A. He is not.

3 Q. Okay. Now, his issue was pornography; right?

4 A. Correct.

5 Q. Okay. And -- well, how did that come to your  
6 attention, the company's attention?

7 A. I believe it came out with his leader,

8 [REDACTED], he said something to [REDACTED]

9 about it.

10 Q. About watching pornography?

11 A. Yes.

12 Q. Why is he no longer with the company?

13 A. Performance, part of that -- the conversation  
14 where he said something to [REDACTED] began as a  
15 one-on-one conversation deeper into performance. And  
16 one of the reasons he said he had been unable to  
17 conduct his job duties was because of this  
18 pornography.

19 Q. Okay. And when it initially came to the  
20 company's attention that he had been watching  
21 pornography, he was given a second chance and sent to  
22 Celebrate Recovery; correct?

23 A. Yes, there were other conditions, but yes,  
24 that was one.

25 Q. Okay. What were the other conditions?

1 A. Being able to have a support group and being  
2 able to share it with his wife, let her know what was  
3 going on.

4 Q. Okay. So the company told him he had to tell  
5 his wife that he had been looking at pornography?

6 A. To get her in the conversation, we  
7 didn't follow up to see if he would do it, we  
8 just said that's part of the Celebrate Recovery  
9 program.

10 Q. Okay. And if you could turn to Page 1555 of  
11 Exhibit Number 30. And Mr. Galloway wrote that the  
12 only thing we haven't talked about is the balance  
13 between us not shooting our wounded, and him  
14 continuing to use porn. This has to be a one-way  
15 trip from using porn to healing, but he can't stay  
16 and use porn the way he has been, he needs to  
17 understand and agree to do this.

18 So with respect to that sort of conversation  
19 in that it's a one-way trip to healing, that sort of  
20 opportunity is -- has not been offered to any of the  
21 pregnant women who came to the company and told them  
22 that they had gotten pregnant as a result of an  
23 extramarital affair or premarital sex; is that  
24 correct?

25 A. They're different circumstances.



1 Q. Okay. What do you mean by that?

2 A. I don't understand how that would apply to  
3 having sex outside of marriage.

4 Q. Okay.

5 A. So you said pregnant, and again, the  
6 pregnancy was not the issue, the issue was having sex  
7 outside of marriage.

8 Q. Okay. Well, what if they said I'm not -- I'm  
9 never going to do this again, but I just want to  
10 keep my job and have my baby and I'm not going  
11 to do this again until I'm married, that wouldn't  
12 stop --

13 A. As a company -- as a company we have decided  
14 that that is terminable, it is not a tolerance.

15 Q. It's not what?

16 A. There is not a second chance to that.

17 Q. All right. Moving on to topic number 21,  
18 this is [REDACTED]. This is the one that  
19 starts with 1717, and this will be marked as  
20 Exhibit Number 31.

21 MS. SANDERS: The witness has that  
22 document and I've marked with a Post-It note  
23 31.

24 (WHEREUPON, a document was marked as  
25 Exhibit Number 31.)

1 BY MS. COLLINS:

2 Q. Okay. And [REDACTED] was another one of the  
3 male employees that had been looking at porn;  
4 right?

5 A. Correct.

6 Q. Okay. And with respect to [REDACTED] he had  
7 already been given a first chance; is that fair to  
8 say?

9 A. [REDACTED] had been -- can you define that?

10 Q. Sure. Well, he was terminated; right?

11 A. Correct.

12 Q. Okay. But he -- the company knew that he had  
13 looked at porn and that he was already on his second  
14 chance, is what I'm getting at.

15 A. Yeah, so similar to [REDACTED], there was  
16 a recovery counseling effort for him to not watch  
17 pornography. And yes, he did then violate that and  
18 watch pornography again.

19 Q. Okay. And according to -- well, according to  
20 1718, the document Number 1718, the reason for  
21 leaving was addiction problems; right?

22 A. That is what it says there, yes.

23 Q. Okay. And it was an involuntary termination;  
24 correct?

25 A. That is correct.

1 Q. And he was offered a [REDACTED] severance; is  
2 that right?

3 A. That is correct.

4 Q. Okay. And on Page 1722, he had gone to  
5 [REDACTED] -- is it [REDACTED] ?

6 A. [REDACTED].

7 Q. [REDACTED], he had gone to [REDACTED]  
8 and -- because Mr. Finney had come to him and found  
9 out that [REDACTED] had taken a work device home and  
10 looked at porn on it; is that correct?

11 A. That is correct.

12 Q. Okay. And on 1722 Mr. Ramsey was involved in  
13 or commented on this one as well?

14 A. Yes.

15 Q. Okay. And he said "Satan is having a field  
16 day with us." Was there other stuff that he was  
17 referring to that you know of in that statement that  
18 Satan was having a field day with you?

19 A. Not that I know of. We would have to go  
20 back to that time period, but nothing that comes to  
21 mind.

22 Q. Okay. Moving along. Does anybody need to  
23 take a break now?

24 //

25 //

1 MS. SANDERS: How much longer do you  
2 think, Heather? I won't hold you to it, but it looks  
3 like you're almost finished, I think.

4 MS. COLLINS: I am.

5 MS. SANDERS: He's fine, he said he's  
6 fine.

7 MS. COLLINS: Okay. I know it's real  
8 stimulating conversation here, but.

9 BY MS. COLLINS:

10 Q. Okay. Topic Number 22, this is [REDACTED],  
11 and his starts with Bates Number 1762.

12 MS. SANDERS: Yes, he has that set of  
13 documents in front of him that's in your notice.

14 MS. COLLINS: And this will be  
15 Exhibit Number 32.

16 MS. SANDERS: And I wrote 32 on the  
17 Post-It note.

18 (WHEREUPON, a document was marked as  
19 Exhibit Number 32.)

20 BY MS. COLLINS:

21 Q. And now why was -- why was [REDACTED]  
22 terminated?

23 A. For having extramarital sex.

24 Q. Oh, okay. He was the one that had an affair  
25 with a co-worker; right?

1 A. That is correct.

2 Q. Okay. And the co-worker that he had an  
3 affair with was [REDACTED] ?

4 A. Yes, ma'am.

5 Q. Okay. And she was also terminated; right?

6 A. That is correct.

7 Q. Okay. Now, on Page 1763 it looks like  
8 initially [REDACTED] problems came to the attention  
9 of the company because he notified Mr. Finney and  
10 Ms. Simms that he was divorcing his wife and that he  
11 had been accused of or had -- had some sort of  
12 emotional affair with an old girlfriend; is that  
13 right?

14 A. Which page are you reading that?

15 Q. Sure, sure, sure. That's 1763, down at the  
16 bottom of the page.

17 A. Okay. So in that e-mail from Jack Galloway,  
18 "I'm about to include him in an HR Comm update and  
19 want to make sure you are in the loop. Yesterday,  
20 Sarah Sloyan", who is the leader of that area, "told  
21 me that [REDACTED], and [REDACTED] stands for [REDACTED]  
22 [REDACTED], "is close friends with [REDACTED]." That  
23 would have been [REDACTED]. And [REDACTED]  
24 called [REDACTED] to let her know not only are  
25 they divorcing, but that there was an affair, at

1 least an emotional affair, perhaps more, and that's  
2 how we learned about [REDACTED] affair, through  
3 [REDACTED], through Sarah Sloyan to Jack Galloway  
4 to HR committee.

5 Q. Okay. So at some point in time somebody  
6 talked with [REDACTED] and found out there was a  
7 lot of stuff going on, and then it came up that there  
8 was this affair with [REDACTED]; is that pretty  
9 accurate?

10 A. Yes.

11 Q. And what I'm referring to is if you go to  
12 Page 1777, and this was about a week later on  
13 [REDACTED] where she admitted that she had sex with  
14 [REDACTED] when they got drunk; is that right?

15 A. That's correct.

16 Q. Okay. And because they had sex, they both  
17 had to be terminated?

18 A. Yes.

19 Q. Okay. Okay. But initially the things with  
20 [REDACTED] came up because he was just having problems  
21 with his wife and he had wrecked a car and was taking  
22 pills and then you-all found out that it was actually  
23 more than that; right?

24 A. Yes. And we found out through his wife.

25 Q. Okay. That's a lot going on with him.

1 A. I'm sorry?

2 Q. That's a lot going on with him.

3 A. There was a lot going on with him.

4 Q. Well, hopefully he's okay now.

5 All right. Well, let's move on to topic 23,

6 if that's the right one. All right. And this is

7 [REDACTED] and hers starts at 1848.

8 MS. SANDERS: Yes, and the witness has  
9 that in front of him and I marked it as 33.

10 MS. COLLINS: Sorry, I think I said 23,  
11 Exhibit 33, yes.

12 (WHEREUPON, a document was marked as  
13 Exhibit Number 33.)

14 BY MS. COLLINS:

15 Q. Does this set of documents, and I assume you  
16 reviewed all of these before the deposition, does  
17 this pretty much set forth the reasons why [REDACTED]  
18 was let go?

19 A. Yes. In conjunction with the admission of  
20 having gotten drunk and had sex with on -- that we  
21 read on the previous.

22 Q. Okay. All right. Moving on to topic  
23 Number 24, and this is [REDACTED]. His starts at  
24 1810, and this will be Exhibit Number 34?

25 //

1 MS. SANDERS: Yes, the witness has those  
2 documents in front of him and I just marked 34 on the  
3 Post-It note.

4 (WHEREUPON, a document was marked as  
5 Exhibit Number 34.)

6 BY MS. COLLINS:

7 Q. Okay. And was [REDACTED], he was caught  
8 looking at porn, or he'd had some pornography  
9 websites blocked at work, does that sound about  
10 right?

11 A. Yes.

12 Q. Okay. And so is it fair to say that the  
13 company raised that issue with him, and he was given  
14 a second chance?

15 A. Yes, he was treated similar to [REDACTED]  
16 and the other, [REDACTED].

17 Q. Okay. Is he still there?

18 A. He is.

19 Q. Okay. Well, good for him. Is he still going  
20 through all of the motions that the company told him  
21 to go through?

22 A. He's completed his program, yes, and has gone  
23 through.

24 Q. Okay. And [REDACTED] -- he's a man, right?

25 A. Yes.



1 Q. All right. And with respect to [REDACTED],  
2 it looks like it came to Mr. Finney's attention that  
3 that there were 1300 blocks from his iPhone, and that  
4 in total that he had found 2700 blocks from his phone  
5 dating back to [REDACTED] from explicit.bing.net, so is  
6 that how it came about that he was looking at  
7 pornography --

8 A. Yes.

9 Q. -- at work or around work?

10 A. Yeah, that's correct.

11 Q. Okay. Does the company have a pornography  
12 blocking system?

13 A. It blocks a lot of things, not just  
14 pornography, but yes, there is a filter, I guess.

15 Q. Okay. But the filter sends reports as to  
16 Websites that have been blocked?

17 A. I'm sorry, what was the question?

18 Q. Sure. Does the filter that the company has,  
19 does it send a report to someone like Mr. Finney  
20 about all of the websites that have been blocked in a  
21 given period of time?

22 A. Yes, ma'am. I'm not sure if that report goes  
23 directly to Mr. Finney, but yes, there is a report  
24 generated.

25 Q. Okay. All right. All right. Let's go off

1 the record real quick.

2 THE VIDEOGRAPHER: Going off the record  
3 at 1:20 p.m.

4 (Brief break.)

5 (WHEREUPON, Caitlin O'Connor exited the  
6 proceeding and is not present from here until the  
7 conclusion of the deposition.)

8 THE VIDEOGRAPHER: We are back on the  
9 record at 1:31 p.m.

10 BY MS. COLLINS:

11 Q. All right. Mr. Lopez, the last -- well,  
12 second-to-last topic for you, that is topic  
13 Number 25. And this requests information about  
14 training that Ramsey Solutions has provided to your  
15 managers, including to your human resources  
16 committee, so let's start there, what sort of  
17 training have you provided to your human resources  
18 committee about the FMLA and Title VII compliance or  
19 discrimination from 2019 to present?

20 A. To the human resource committee, none that  
21 I'm aware of.

22 Q. Okay. What about HR managers?

23 A. We have done different trainings for HR  
24 leaders.

25 Q. What does that consist of?

1 A. Mostly how to interview and conduct  
2 interviews, how to find the best quality candidate.

3 Q. Okay. Is there any specific training for HR  
4 managers or leaders about the FMLA, Title VII  
5 compliance, or discrimination?

6 A. To Ramsey Solutions' leaders, what we would  
7 call ourselves, we have conducted training on --  
8 Title VII was a part of it, but it was really  
9 on the -- how do we interview to find the best person  
10 for us, for Ramsey, for the position.

11 Q. Okay. What about after they've been hired?

12 A. There is not -- there's not been training  
13 after we've been hired. The training has all been on  
14 the finding the best person for us.

15 Q. Okay. And topic Number 25 also requests for  
16 dates of anything, is that documented anywhere when  
17 this training was held?

18 A. It is, I did not actually bring that, and  
19 it's not in that folder. But yes, we do have a date  
20 that we conducted that training.

21 Q. Okay. What year was it, or is it every year,  
22 or what's your general recollection of that?

23 A. General recollection would be that it was  
24 around 2020.

25 Q. Okay. Did the company keep any kind of

1 roster as to who attended that training?

2 A. Yes, the company kept a roster of who  
3 attended the training.

4 Q. Do you recall who attended, any of the people  
5 that attended that training?

6 A. That would have been anybody that is in  
7 Ramsey Solutions' leadership. So it does include the  
8 people in HR committee.

9 Q. Okay. Okay. But as you stated, that has  
10 more to do with training on hiring and finding the  
11 best person for a job, but not necessarily on the  
12 FMLA requirements or Title VII requirements; is that  
13 right?

14 A. That's correct. That is correct.

15 Q. About how long did that training last?

16 A. I would say probably an hour, most of our  
17 sessions last about an hour.

18 Q. Okay. Was any material -- were any materials  
19 provided or generated as a result of the training?

20 A. We don't typically generate materials for  
21 training or handouts.

22 Q. Okay. How does the company go about finding  
23 the best person for a job?

24 A. How do we go about finding them?

25 Q. Yes.

1 A. We source from all areas. So obviously all  
2 of our personalities, radio shows, et cetera, we  
3 generate applications from anywhere and everywhere  
4 that we can.

5 Q. How do you-all determine the best fit for a  
6 job?

7 A. We break it down into kind of five  
8 categories. So three of which, the words themselves  
9 come from a Patrick Lencioni book, which is Humble,  
10 Hungry and Smart. And then skill and fit, team fit,  
11 company fit.

12 Q. Okay. And based on your testimony just now,  
13 it doesn't sound like there's any specific training  
14 given to managers or the HR committee, on the FMLA or  
15 Title VII compliance or discrimination laws; is that  
16 accurate?

17 A. No, ma'am. Title VII is a part of the hiring  
18 training process.

19 Q. Okay. And what does that consist of?

20 A. It would consist of the things that would not  
21 matter to us and are against the law for hiring  
22 somebody. So it would include Title VII areas that  
23 should not be asked about, nor should they matter in  
24 hiring someone.

25 Q. Okay. Okay. But outside of the hiring

1 context, no other training is given for managers or  
2 employees about discrimination or FMLA; is that  
3 accurate?

4 A. That is correct, we have not done so.

5 Q. Okay. All right. Now, we're going to  
6 backtrack back to topic number three, and this was  
7 going back to the [REDACTED] personnel file, let me  
8 just pull it up here.

9 My desk has gotten messy. All right.

10 And this is the one that starts with 2208.

11 A. I don't have anything in front of me yet.  
12 Ms. Sanders is pulling it up.

13 MS. SANDERS: Sorry, I closed out of my  
14 file, sorry about that, I didn't do it on purpose.  
15 What does it start with, Heather, 2208?

16 MS. COLLINS: Yes. And this will be  
17 marked as Exhibit Number 35, I believe is what we're  
18 up to, yeah.

19 (WHEREUPON, a document was marked as  
20 Exhibit Number 35.)

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1 MS. SANDERS: Okay. For the record I  
2 have it pulled up on my computer and the  
3 defendant -- or the deponent is reviewing it on  
4 computer, it's the only document open on my  
5 computer.

6 THE WITNESS: Yes, ma'am.

7 MS. COLLINS:

8 Q. All right. Now, this was produced to us as a  
9 copy of [REDACTED] personnel file as the company  
10 representative, is that your understanding as to what  
11 this set of documents is?

12 A. That -- that is correct, that is my  
13 understanding.

14 Q. All right. And on page -- if you could flip  
15 back to Page 2287, and this was a separation  
16 agreement that [REDACTED] signed; correct?

17 A. I am actually just getting there, 2287.

18 MS. SANDERS: There you go. Yeah, he's  
19 found it.

20 THE WITNESS: Yes, ma'am, that is the  
21 separation agreement.

22 BY MS. COLLINS:

23 Q. Okay. What is your understanding as to the  
24 reason why [REDACTED] was terminated?

25 A. Violation of righteous living core value.

1 Q. Okay. Specifically what did he do to violate  
2 the righteous living core value?

3 A. Sex outside of marriage.

4 Q. Okay. And how did that come about that  
5 you-all found out that he had had sex outside of  
6 marriage?

7 A. There was a team member or a person that came  
8 forward, I don't remember if the person came to a  
9 team member and a team member came to us, but we  
10 learned that he had had an affair with someone.

11 Q. And did that affair include intercourse, not  
12 just oral sex?

13 A. That is correct.

14 Q. Okay. Who were the team members that  
15 came -- who was the team member that came to you,  
16 came to the company?

17 A. The team member that came to the company was  
18 [REDACTED].

19 Q. Okay. Who was the one that he had an affair  
20 with?

21 A. [REDACTED].

22 Q. Okay. Had there been prior allegations that  
23 he had had an affair with [REDACTED] ?

24 A. There had been.

25 Q. Okay. When were the prior allegations that



1 he had had an affair with [REDACTED]?

2 A. My understanding was a couple of years prior  
3 to that.

4 Q. But you weren't involved in that, those  
5 discussions?

6 A. I was not.

7 Q. Okay. Does that surprise you that you  
8 weren't involved in those discussions?

9 A. No.

10 Q. Okay. Why?

11 A. All other members of HR committee were, and  
12 there are times when someone has to miss for a  
13 vacation or whatever.

14 Q. Okay. All right. So [REDACTED] came to the  
15 company in [REDACTED] and informed it that she had in  
16 fact, had a sexual affair with [REDACTED]; is that  
17 right?

18 A. That is correct.

19 MS. SANDERS: Objection Heather, only  
20 because this is getting outside of number three, but  
21 he can answer. He's not the one designated to  
22 answer these questions, but if he knows them, he can  
23 answer.

24 MS. COLLINS: Okay.

25 BY MS. COLLINS:

1 Q. Now, with respect to the separation agreement  
2 that -- that [REDACTED] was offered, he was given  
3 an amount that was equal to [REDACTED]; is that  
4 correct?

5 A. Yes, that's what it says there.

6 Q. Did he receive any additional amounts other  
7 than getting that amount forgiven?

8 A. He received his normal wages up to the date  
9 of separation, and any unused accrued PTO that he  
10 might have had.

11 Q. Is he affiliated at all with Lampo or Ramsey  
12 Solutions at this point in time?

13 A. Not to my knowledge.

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25 A. That's how I would read it, the same way you

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did.

[REDACTED]

[REDACTED]

Q. Okay. And is that your signature on Page 3 of the separation agreement?

A. Yes, ma'am, that is my signature.

Q. Okay. So did you handle [REDACTED] separation or the dotting of the I's and crossing of the T's with respect to the separation agreement with him?

A. Yes, ma'am, I did.

[REDACTED]

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[REDACTED]

[REDACTED]

That is on the Tennessee separation notice, document 2257. I was -- what I'm aware of is that he did some contract work beforehand, but not as a full-time team member.

Q. Okay. Got it. So where there's that document 2214 where he signed for receiving the employment policies and procedures, that's dated [REDACTED], was it the company's practice to make it people who are doing contract work also sign for acknowledgment of the policies and procedures?

A. I am going back to 2214. Yes, it does appear he signed it on [REDACTED]. And I wasn't here, I can't to speak to where if we made contractors sign it at that time. I know what is in the system is what it shows on the Tennessee separation agreement.

Q. Okay. Okay. And you also, the separation agreement you referenced, whether it's 2257 or 2258, I think those are both the same form, that's your

1 signature on that document; right?

2 A. Yes.

3 Q. Okay. Why was no reason given for his  
4 separation?

5 A. Is that 2257, is that the one you're  
6 referring to?

7 Q. Yes.

8 A. Oh.

9 MS. SANDERS: Sorry, that's eight.

10 MS. COLLINS: Either one, they're both  
11 the same, I think.

12 MS. SANDERS: Okay. Sorry.

13 THE WITNESS: Okay. I don't recall.

14 BY MS. COLLINS:

15 Q. Okay. All right. I think that's all of the  
16 questions I have about his personnel file, so you are  
17 free to go, Mr. Lopez, I appreciate it.

18 MS. SANDERS: When do you want to come  
19 back, Heather, do you want to take like a 10 or  
20 15-minute break?

21 THE REPORTER: One moment, let's go off  
22 record, please.

23 MS. SANDERS: Sure.

24 THE VIDEOGRAPHER: The time is 1:50 p.m.,  
25 we are going off the record. This will conclude the

1 deposition of 30 (b) (6) witness Armando Lopez.

2 FURTHER DEPONENT SAITH NOT.

3 (Proceedings concluded at 1:50 p.m.)

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REPORTER'S CERTIFICATE

STATE OF TENNESSEE  
COUNTY OF DAVIDSON

I, R. MICHELLE SMITH, Licensed Court Reporter, with offices in Nashville, Tennessee, hereby certify that I reported the foregoing deposition of ARMANDO LOPEZ by machine shorthand to the best of my skills and abilities, and thereafter the same was reduced to typewritten form by me.

I am not related to any of the parties named herein, nor their counsel, and have no interest, financial or otherwise, in the outcome of the proceedings.

Further certify that in order for this document to be considered a true and correct copy it must bear my original signature, and that any unauthorized reproduction in whole or in part and/or transfer of this document is not authorized, will not be considered authentic, and will be in violation of Tennessee Code Annotated 39-14-04, Theft of Services.



MICHELLE SMITH, RDR, LCR, CCR, FPR, CLR, CLVS, CDVS  
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