

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.
Yvonne Cowser Yancy on 02/17/2017

1	INDEX TO EXAMINATION	
2		
3	Examination	Page No.
4		
5	By Mr. Wardlow	5
6		
7		
8		
9	INDEX TO EXHIBITS	
10		
11	Exhibit No.	Page No.
12		
13	Exhibit 33	17
14	City of Atlanta Performance Evaluation Form, Bates marked COA-Cochran 000014	
15	Exhibit 34	109
16	Handwritten notes, Bates marked COA-Cochran 001777 to 001780	
17	Exhibit 35	136
18	Separation Notice	
19	Exhibit 36	137
20	News Release sent to Ms. Mullinax on 1/13/15	
21	Exhibit 37	140
22	Employee Handbook, Department of Human Resources, November 2010	
23	(Also discussed were previously marked Exhibits 8, 9 and 11.)	
24		
25		

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.
Yvonne Cowser Yancy on 02/17/2017

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17 Videographer: Brandon Brantley

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KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.
Yvonne Cowser Yancy on 02/17/2017

Page 4

1 THE VIDEOGRAPHER: This is the
2 beginning of Media Number 1 in the
3 deposition of Yvonne Yancy in the matter of
4 Kelvin Cochran versus City of Atlanta,
5 et al., Case Number 1:15:cv-00477.

6 Today's date is February 17th, 2017,
7 and the time on the monitor is 10:02 a.m.
8 My name is Brandon Brantley, and I'm the
9 videographer. The court reporter is
10 Suzanne Beasley. We are here with Huseby
11 Global Litigation.

12 Counsel, please introduce yourselves,
13 after which the court reporter will swear
14 in the witness.

15 MR. WARDLOW: Doug Wardlow, Jeana
16 Hallock, Ken Connelly, and Kevin Theriot
17 for Plaintiff Kelvin Cochran.

18 MR. GEVERTZ: David Gevertz for the
19 Defendants.

20 (The signature of the witness to the
21 deposition was reserved.)

22 YVONNE COWSER YANCY,
23 having been duly sworn, was examined and testified
24 as follows:

25

1 EXAMINATION

2 BY MR. WARDLOW:

3 Q. Good morning. I'm Doug Wardlow, and I
4 will be taking your deposition today.

5 A. Okay.

6 Q. Please state your name for the record.

7 A. Yvonne Cowser Yancy.

8 Q. Could you spell your middle name?

9 A. C-o-w-s-e-r.

10 Q. Have you been deposed before?

11 A. Yes.

12 Q. So you're somewhat familiar with the
13 process?

14 A. A little bit.

15 Q. Let's go over a few things, in any event.
16 So the court reporter and videographer are going to
17 be recording your questions -- or my questions and
18 your answers, so it's important to be verbal and
19 don't use gestures, nods, and things like that
20 because the transcript can't record those. Does that
21 sound good?

22 A. Yes.

23 Q. And this is very important. If you would
24 please wait for me to finish asking a question in its
25 entirety before you answer, that will help the court

1 reporter as well.

2 A. Okay.

3 Q. If there's a question that's unclear to
4 you, feel free to ask me to rephrase it, and I'll be
5 happy to do that.

6 A. Okay.

7 Q. If you want to take a break at some point,
8 just let me know, and I'll finish the line of
9 questioning that I'm on, and then I will ask for a
10 break. Sound good?

11 A. Sounds good.

12 Q. So if you remember something later in the
13 deposition after you've already answered a question
14 and you want to clarify it, just let me know, and we
15 can get you on the record to clarify yourself and
16 your previous answer.

17 A. Okay.

18 Q. Are you taking any medications or drugs
19 today that might influence your ability to answer
20 questions?

21 A. No.

22 MR. GEVERTZ: We'll read and sign.

23 BY MR. WARDLOW:

24 Q. Are you sick today?

25 A. No.

1 Q. Under a doctor's care for any illness?

2 A. Sinus infection, allergies.

3 Q. But you're able to answer all questions?

4 A. Absolutely.

5 Q. Any other reason you can think of why you
6 might not be able to testify truthfully and
7 accurately today?

8 A. No.

9 Q. Have you ever been a party to a lawsuit?

10 A. Party to a lawsuit?

11 Q. Have you ever been a party to a lawsuit?

12 A. I've been named in lawsuits, yes, like
13 this.

14 Q. Yes, but you've never been a party to a
15 lawsuit?

16 A. No.

17 MR. GEVERTZ: Well, she's been named
18 in her official capacity as the
19 Commissioner of HR.

20 I think he probably means in your
21 personal life.

22 THE WITNESS: Oh, no, not personally,
23 never.

24 BY MR. WARDLOW:

25 Q. Have you ever testified in court?

1 A. No.

2 Q. You understand that you're under oath and
3 the testimony you give here has the same import as if
4 you were testifying in court?

5 A. Yes.

6 Q. Did you review any documents in
7 preparation for the deposition?

8 A. I talked to my counsel.

9 Q. Did you review any documents?

10 A. Yes.

11 Q. What documents did you review?

12 A. My notes.

13 Q. Your notes from when?

14 A. From when this incident took place.

15 Q. Have those notes been produced?

16 A. Yes.

17 MR. GEVERTZ: They have.

18 BY MR. WARDLOW:

19 Q. Did you speak to anybody else about your
20 deposition today other than counsel?

21 A. No.

22

23 (Whereupon, testimony ensues that has
24 been designated confidential.)

25

1 (Whereupon, the following testimony
2 has been designated as confidential.)

3 - - -

4 BY MR. WARDLOW:

5 Q. What's your current address?

6 MR. GEVERTZ: We'll mark this as
7 confidential. Go ahead.

8 
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12 (Whereupon, the testimony is no
13 longer designated confidential.)

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1 BY MR. WARDLOW:

2 Q. How long have you lived in Atlanta?

3 A. At this time from 2007, October of '07.

4 I'm from Atlanta originally.

5 Q. Okay.

6 A. And I left in '99.

7 Q. So are you married?

8 A. No, divorced.

9 Q. Do you have any kids?

10 A. No.

11 Q. What's the highest level of schooling that
12 you've completed?

13 A. My MBA.

14 Q. Where did you get your MBA?

15 A. Georgia State.

16 Q. And where did you go to college?

17 A. Northwestern University.

18 Q. What was your major?

19 A. Economics.

20 Q. Tell me about your employment history from
21 the time that you got your MBA up through the time
22 you entered employment with the City of Atlanta.

23 A. When I completed my MBA, I took a contract
24 role, Icon Office Solutions, to do HR generalist work
25 for an acquisition they had. That contract was for a

1 year.

2 After that, I took a job with GE Capital.
3 The division is now known as Card Services. It was
4 Retail and Financial Services then. I worked in call
5 centers here and in Connecticut.

6 After that, I took a job with Ashland
7 Chemical based out of Columbus, Ohio or Dublin, Ohio,
8 which is outside of Columbus, doing union work.

9 After that, I went to Lincoln Financial
10 Group based out of Philadelphia. I served in
11 multiple roles with Lincoln, ultimately ending in
12 Greensboro.

13 I left there in '07 and came back to
14 Atlanta with Turner Broadcasting in the operations
15 groups. I took a role with SunTrust Bank as the head
16 of HR for the commercial bank. And then I took the
17 role that I'm currently in working for the mayor and
18 the City of Atlanta.

19 Q. And when did you assume your position at
20 the City of Atlanta?

21 A. April of 2011.

22 Q. And have you been in the same position the
23 entire duration of your employment?

24 A. Yes.

25 Q. If you could wait for me to finish --

1 A. Sorry.

2 Q. -- before you answer -- it's okay -- it'll
3 help the court reporter and make the transcript more
4 clear.

5 Tell me about your job duties in your
6 current position. First of all, what's your current
7 title?

8 A. My current title is Commissioner of Human
9 Resources.

10 Q. And that's been your title the entire time
11 that you've been at the City?

12 A. Yes.

13 Q. Tell me about your job duties.

14 A. In the role of Commissioner of Human
15 Resources, I'm responsible for most people activities
16 in the City, hiring, recruitment, benefits, our
17 employee assistance plans, our HRS technology groups.
18 The HR managers who work with the departments are
19 important to my organization. I give guidance and
20 counsel to department heads and senior leaders on how
21 to handle their people issues.

22 Q. Anything else?

23 A. I handle a side set of extra projects that
24 the mayor gives me occasionally on terms of health
25 policy, community outreach around health policy, so

1 other duties as assigned, yes.

2 Q. And you handle employee discipline
3 matters?

4 A. That comes under my umbrella. The
5 employee relations group reports in to my office,
6 yes.

7 Q. So employee discipline matters come under
8 the employee relations group?

9 A. Right. Per the code, there's a labor
10 relations group.

11 Q. And who reports to you from that?

12 A. The director of that group reports to me
13 directly, and then there's a team underneath her.

14 Q. What's the name of the director?

15 A. Lydia Jamison.

16 Q. How many direct reports do you have?

17 A. I've got to think for a second. Six.

18 Q. Who are those folks?

19 A. Angela Addison, who's a deputy
20 commissioner; Catherine LeMay is a deputy
21 commissioner; Louis Amis is the director of benefits;
22 Dr. Adrienne Bradford, who is the director of
23 employee assistance programs; Lydia Jamison, who's
24 the director of employee relations; and Jim Beam,
25 who's the director of HR for the airport. And my

1 assistant is Debbie Matthews.

2 Q. Do you have any job duties that you have
3 that you haven't disclosed?

4 A. I don't believe so.

5 Q. What city-issued equipment do you have for
6 your job?

7 A. I have a laptop, I have an iPad, and I
8 have a Blackberry.

9 Q. Is that a Blackberry cell phone?

10 A. Yes.

11 Q. So you can make and receive calls?

12 A. Yes.

13 Q. Do you have a city e-mail account?

14 A. Yes.

15 Q. Have you ever used any of that city-issued
16 equipment for any personal use whatsoever?

17 A. Yes.

18 Q. And have you ever been disciplined for
19 that use, personal use of equipment?

20 A. No. I've used it to -- my mom tracks me
21 down on it when I don't respond on my personal phone.

22 I've never used it for anything other than those
23 kinds of interactions. It's not for personal gain,

24 so no.

25 Q. Not for personal remuneration, but just

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.
Yvonne Cowser Yancy on 02/17/2017

1 for personal -- other personal purposes?

2 A. Exactly.

3 Q. Are you aware of anyone ever having been
4 disciplined for incidental use of city equipment?

5 A. Incidental use, no.

6 Q. Or any use of city equipment?

7 A. Yes, inappropriate use of city equipment
8 absolutely.

9 Q. What constitutes inappropriate use?

10 A. Anything that's outside of the normal list
11 of possible exceptions. You know, if you're calling
12 your child, if the school reaches out to you. Those
13 things are expected. If you're running a business on
14 it, if you're using inappropriate material online,
15 like gambling or pornography, for example, then yes,
16 certainly there has been discipline.

17 Q. Are there regular performance evaluations
18 for city employees?

19 A. There are.

20 Q. Have often do they occur?

21 A. There's an annual review process, and some
22 departments also do a mid-year review.

23 Q. And how does the process work?

24 A. So the respective departments set their
25 goals. There is a performance management training

1 class that the HR department puts out to the
2 departments to train their managers to refresh the
3 manager on how to use a tool. The goals are given
4 typically by the department head in consultation with
5 the COO's office.

6 Once those goals are assigned, employees
7 are assessed across them. There are also
8 competencies. We care about what you do and how you
9 do it. And so that process typically takes place at
10 the end of the fiscal year with a reporting period of
11 typically about 90 days after the end of the fiscal
12 year. And then the data is submitted, and then it's
13 rolled up to the CO's office and presented to council
14 typically in the budget cycle. And mid-year reviews
15 happen in a similar fashion, but it's a much shorter
16 process.

17 Q. I see.

18 A. Some departments have opted out of
19 mid-year reviews, but most departments do do them
20 now.

21 Q. So the AFRD, what process do they use? Do
22 they do the mid-year?

23 A. I don't recall if the AFRD really does
24 mid-year reviews. I know they do annual reviews
25 definitely.

1 Q. And during Chief Cochran's tenure, they
2 did annual reviews?

3 A. Yes, they did.

4 Q. Are there performance ratings that are
5 given during these reviews?

6 A. Yes, there are.

7 (Exhibit 33 was marked for
8 identification.)

9 BY MR. WARDLOW:

10 Q. The court reporter is going to place in
11 front of you what will be marked as Plaintiff's
12 Deposition Exhibit 33. Ms. Yancy, if you would, take
13 a look at this document and tell me what it is.

14 A. It appears to be a summary of a
15 performance evaluation for Mr. Cochran.

16 Q. And this is dated December 5th, 2011?

17 A. Yes, it is.

18 Q. That's the date that the employee
19 acknowledged it at least?

20 A. Okay.

21 Q. Is that right?

22 A. Yes. That's what I see on the paper, yes.

23 Q. So there's an overall rating. It's marked
24 outstanding. Do you see that?

25 A. Yes, I do.

1 Q. Is that the performance rating you were
2 talking about?

3 A. Well, we have a scale, so people can
4 receive anything from unacceptable to outstanding,
5 yes.

6 Q. Now, as a general matter, should there be
7 documentation explaining why a rating of outstanding
8 was given?

9 A. Yes. There's additional pages to the
10 form.

11 Q. Oh, there are.

12 A. Yes.

13 Q. And what would those pages indicate?

14 A. Typically goals, objectives, a summary of
15 what happened with the goals and objectives.

16 Q. Do you know whether those have been
17 produced to counsel for the plaintiff in this
18 litigation?

19 A. I do not know.

20 MR. WARDLOW: So if those exist, we'd
21 like to have them produced.

22 BY MR. WARDLOW:

23 Q. So do you have a role in the appointment
24 process for the mayor's senior folks?

25 A. I have played a role in some appointments,

1 yes. It depends on the circumstance and what we're
2 doing.

3 Q. What kinds of circumstances does it depend
4 on?

5 A. If we're doing an actual national search,
6 then I'm leading that search on behalf of the mayor.
7 There also are a set of documents that are required
8 per the code to go to council before an appointment,
9 and I manage that portion of the process.

10 Q. Were you involved in the appointment and
11 approval process when Chief Cochran was selected?

12 A. No. Mr. Cochran was already at the city
13 when I joined.

14 Q. When did you first become aware that
15 Chief Cochran had written a book?

16 A. I received a phone call and a subsequent
17 visit from Councilmember Wan concerning a book he'd
18 received from employees that he wanted to discuss.

19 Q. When did you receive that phone call?

20 A. I don't know the exact date, but it was on
21 Monday or Tuesday of the week everything sort of
22 transacted.

23 Q. Which week was that?

24 A. I don't know the date. I can look at a
25 calendar. I was traveling at the end of the week, so

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.
Yvonne Cowser Yancy on 02/17/2017

Page 20

1 I know that part.

2 Q. Was this in close proximity to the time
3 when Chief Cochran was suspended?

4 A. I believe Mr. Cochran was suspended the
5 following Monday, so the week prior to that
6 suspension.

7 Q. So you received a phone from Councilmember
8 Wan the week prior to the suspension of
9 Chief Cochran, and that phone call was the first time
10 that you learned about Chief Cochran's book?

11 A. Yes.

12 Q. And is that the book entitled Who Told You
13 That You Were Naked?

14 A. Yes.

15 Q. What did Councilmember Wan say to you on
16 that phone call?

17 A. We didn't speak. It was voicemail, and
18 what he said was he really wanted to talk to me about
19 a book he received, and would I please call him back.

20 Q. Did you return his call?

21 A. I did, and he subsequently met me in my
22 office on the Wednesday on that week.

23 Q. So you found out about the book the
24 Wednesday prior to the Monday that Chief Cochran was
25 suspended?

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.
Yvonne Cowser Yancy on 02/17/2017

Page 21

1 A. Correct.

2 Q. And what did Councilmember Wan say?

3 A. That he was really concerned that some
4 employees had brought the book to him. He did not
5 want to create a big issue out of it. He was
6 concerned that they might protest at the Fire
7 Foundation breakfast that was later that week, and he
8 wanted to be sure that we knew about it and that we
9 were going to actively, you know, address the topic.

10 He specifically was not interested in
11 Mr. Cochran being terminated. He just was concerned
12 about the book. He definitely knew about the book,
13 and so he wanted us to handle it, that we would
14 handle any other process.

15 Q. You said he was specifically not concerned
16 about Chief Cochran being terminated. Did that topic
17 come up?

18 A. Yes. He said, I specifically am not
19 trying to have Mr. Cochran separated. I just want
20 you all to know about this book, and employees are
21 concerned. And he really didn't want us to have a
22 sort of PR nightmare of employees protesting us at a
23 foundation breakfast that was scheduled for later
24 that week.

25 Q. Did he say anything else during that

1 meeting?

2 A. No.

3 Q. And what did you tell him?

4 A. I don't recall. I told him I would read
5 the book and I would, you know, follow up
6 appropriately; and I thanked him for bringing it to
7 our attention.

8 Q. Did he give you a copy of the book?

9 A. Yes.

10 Q. And you read it?

11 A. Yes.

12 Q. Cover to cover?

13 A. Yes.

14 Q. Did you do that right away?

15 A. No.

16 Q. When did you read it?

17 A. The next day, Thursday.

18 Q. Thursday.

19 A. Yes.

20 Q. So by the end of Thursday, you had read
21 the entire book?

22 A. Yes.

23 Q. Why did the topic of termination come up
24 during the phone call -- I'm sorry, the meeting with
25 Councilmember Wan?

1 A. I think Councilmember Wan understood this
2 could be a big issue, and he did not want to make it
3 a bigger issue. He wanted us to be aware of it and
4 to address it. I personally believe Mr. Wan has a
5 great deal of respect for Mr. Cochran, and he didn't
6 want to make more of something than it was, but he
7 wanted us to be aware.

8 Q. Did he raise the idea of termination or
9 did you?

10 A. He raised it. He said he specifically was
11 not interested in trying to have Mr. Cochran
12 terminated. That's not what he was asking for.

13 Q. Did you discuss suspension?

14 A. No.

15 Q. Did you discuss what you would do to
16 address the issue?

17 A. No.

18 Q. What did you tell him?

19 A. That I would read the book and get back to
20 him.

21 Q. Did you get back to him?

22 A. No.

23 Q. Did you ever talk to Councilmember Wan
24 about the book again?

25 A. No.

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.
Yvonne Cowser Yancy on 02/17/2017

Page 24

1 Q. Did you ever talk to Councilmember Wan
2 about Chief Cochran in relation to his suspension?

3 A. No.

4 Q. Did you talk to any other council members
5 about the book?

6 A. No. It's an employment matter, so I
7 didn't discuss that employment matter with any
8 council members.

9 Q. Do you have notes from this meeting?

10 A. No.

11 Q. Would it be reflected on your calendar?

12 A. No, it wouldn't be.

13 Q. Did you talk about your meeting with
14 Councilmember Wan with anyone else?

15 A. Yes.

16 Q. With whom?

17 A. I spoke to the COO, Mike Geisler, about
18 it. I spoke to Mayor Reed about it. I spoke to the
19 city attorney, Cathy Hampton, about it. I spoke to
20 Melissa Mullinax and Katrina Taylor-Parks about it.

21 Q. Separately or together?

22 A. Separately.

23 Q. Who did you speak with first?

24 A. The COO, Mike Geisler.

25 Q. And what did you talk about?

1 A. I told him that I had received the book
2 from Councilman Wan; that I had read it from cover to
3 cover. I was concerned about the book. I didn't
4 know if he was aware of the book and that he needed
5 to, one, read it; and, two, validate the fact he had
6 provided permission for the book to be written.

7 Q. When was this conversation?

8 A. Thursday evening.

9 Q. In person or telephone?

10 A. In person.

11 Q. And what was his response?

12 A. That he didn't know anything about the
13 book, that what was concerning about it, and that I
14 needed to speak with the mayor to see if the mayor
15 had given permission for the book.

16 Q. Do you remember anything else about that
17 conversation?

18 A. No.

19 Q. And then did you subsequently talk to
20 Mayor Reed?

21 A. Yes, immediately after.

22 Q. So you went straight from your
23 conversation with Mr. Geisler to the mayor?

24 A. Yes.

25 Q. And what did you say to the mayor?

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.
Yvonne Cowser Yancy on 02/17/2017

Page 26

1 A. I said, Sir, I have received this book
2 from Councilman Wan. I read it from cover to cover.
3 I spoke with the COO about the book. I have concern
4 about the book's reference as his employer. Did you
5 provide permission for Mr. Cochran to write the book?
6 Are you aware of this book?

7 Q. And was the mayor aware of the book?

8 A. No, he was not.

9 Q. And what concerns about the book did you
10 tell the mayor that you had specifically?

11 A. Specifically that the City of Atlanta is
12 referenced in the book, that Mr. Cochran's role as
13 the fire chief is referenced in the book as a point
14 of reference in terms of his leadership and his
15 activity, and that -- and we had not given permission
16 for the book, that in fact was a problem.

17 It appeared as though the City of Atlanta
18 had endorsed the book, when in fact if we had not
19 given permission for the book, that would not be
20 acceptable.

21 Q. Did you relay any other concerns?

22 A. I thought the content was problematic, but
23 the issue in the book was whether or not we had given
24 permission for it.

25 Q. Did you talk about any content that you

1 thought was problematic with the mayor?

2 A. I was offended by it, so yes.

3 Q. What specifically were you offended by
4 that you talked about with the mayor?

5 A. I was offended by how women were
6 referenced, and how Jews were referenced, and how the
7 LGBT community was referenced. And I was really
8 offended that the City of Atlanta was presented as a
9 factor in the book because it was not a book that I
10 was aware the City had in fact endorsed or approved.

11 Q. Any other concerns you expressed to the
12 mayor?

13 A. No. Oh, yes. I was concerned about the
14 breakfast that he was going to be at. And I was
15 concerned about employees having a protest or this
16 issue being raised to embarrass us at the breakfast.
17 I did not want him to be surprised with that
18 possibility.

19 Q. When was this breakfast to be held?

20 A. On Friday.

21 Q. So that was the next morning?

22 A. Yes.

23 Q. And what did Councilmember Wan tell you
24 might happen at this breakfast?

25 A. Councilmember Wan indicated -- he received

1 the book from an employee, and that he was concerned
2 that they might have a protest at the breakfast. So
3 I conveyed that same sentiment to Mayor Reed and to
4 the COO.

5 Q. You say Councilmember Wan was concerned
6 that they might have a protest. Who's the "they"?

7 A. Employees, people who were offended by the
8 book who had it.

9 Q. And was Councilmember Wan hoping to
10 prevent this protest from occurring?

11 MR. GEVERTZ: Object to the form.

12 You can answer.

13 THE WITNESS: I can't speak to him
14 trying to prevent it. He certainly wanted
15 us to not be surprised by it. He was
16 trying to notify us in advance.

17 BY MR. WARDLOW:

18 Q. Did he tell you whether he was involved in
19 organizing the protest?

20 A. Oh, not at all. Councilmember Wan was
21 specifically not interested in creating an issue. He
22 wanted us to be aware and to address it how we
23 address any other matter.

24 Q. But he knew about the possibility of a
25 protest?

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.
Yvonne Cowser Yancy on 02/17/2017

1 MR. GEVERTZ: Object to the form.
2 Speculation.

3 THE WITNESS: I can't speak to what
4 he was aware of. That was a concern he
5 relayed to me. I can only speak to what he
6 said to me.

7 BY MR. WARDLOW:

8 Q. So he told you there was a concern about a
9 protest at the breakfast based on the contents of the
10 book?

11 A. I don't know what his basis was beyond
12 what he conveyed to me, which specifically was
13 employees had said they might protest. So he did not
14 want that to be a surprise.

15 Q. Who was the employee -- did he tell you
16 who the employee was who brought the book to him?

17 A. No, he did not.

18 Q. Did he tell you any of the names of
19 employees who were concerned about the book who might
20 protest?

21 A. No, he did not.

22 Q. Did ask him about that?

23 A. I did.

24 Q. And what did he say?

25 A. It was given to me in confidence. Go do

1 your investigation and you'll find out.

2 Q. He suggested that you do an investigation?

3 A. Well, I explained I was going to do an
4 investigation. He didn't suggest it. That is our
5 process.

6 Q. What do you mean by that is our process?

7 A. If I receive content or a document of
8 concern, the next step is to look into that matter.
9 Councilmember Wan asked that we handle this the way
10 we handle anything else, and that's how we would have
11 handled this.

12 Q. Why did you think this was a matter that
13 needed looking into?

14 A. It was a book that to my knowledge I was
15 not aware we had given permission for, that in fact
16 had been distributed. An employee had raised
17 concerns about it. And so we're compelled as an
18 employer to ensure that we thoroughly review that
19 process in that matter.

20 It was written by a member of the
21 executive staff of the mayor. And if in fact we had
22 not given permission for that action, it would be a
23 significant employment matter.

24 Q. And you were concerned about the contents
25 of the book?

1 A. I was concern --

2 MR. GEVERTZ: Object to the form.

3 THE WITNESS: I was concerned about
4 whether or not we knew about the book. The
5 fact that I don't know about the book
6 doesn't mean other people don't know about
7 the book. So I was concerned that we
8 didn't know what was actually happening,
9 and that we were not being blind-sided by
10 this activity.

11 BY MR. WARDLOW:

12 Q. Did Councilmember Wan state whether he was
13 offended by the contents of the book?

14 A. He did not.

15 Q. Did you talk about whether you were?

16 A. I just received it, so, no, I didn't know
17 what was in it.

18 Q. So he never suggested -- he never told you
19 or summarized for you any of the points in the book
20 that you just referenced earlier that offended you?

21 A. No. He said you should read it and take a
22 look. I want to make sure you know about it.

23 Q. Why did he suggest that you read it?

24 MR. GEVERTZ: Object to the form.

25 Clearly speculation.

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.
Yvonne Cowser Yancy on 02/17/2017

Page 32

1 THE WITNESS: I'd encourage you to
2 ask Councilman Wan.

3 BY MR. WARDLOW:

4 Q. Why do you think that he suggested you
5 read it?

6 MR. GEVERTZ: Objection. You can
7 speculate to your heart's content.

8 THE WITNESS: He thought -- the book
9 was given to him by an employee who was
10 concerned about it. He conveyed that to
11 me, so the obvious next thought would be
12 something was concerning about the book.

13 BY MR. WARDLOW:

14 Q. So what did Mayor Reed -- going back to
15 your conversation with Mayor Reed on Thursday
16 evening. What was Mayor Reed's response? What did
17 he say to you after you told him about the book and
18 you relayed concerns about its contents?

19 A. He said that he wanted me to check to see
20 if there had been any other requests for permission
21 from the ethics board per the code; that he was not
22 interested in making a big deal of this. He wanted
23 me to talk to Cathy Hampton, the city attorney, to
24 make sure she was aware. He had not provided
25 permission for the book. He was not aware of the

1 book.

2 He appreciated the heads up before the
3 breakfast. That if there was an issue, he would, you
4 know, respond appropriately; but to begin the process
5 to look into whether or not there had been any other
6 requests for approval or any other data about the
7 book that I could find out.

8 Q. Did you make those inquiries?

9 A. I started them. I was going out of town,
10 so I did speak with Cathy Hampton that evening by
11 phone, and I talked to the mayor's two other senior
12 advisors who were present to make sure they were
13 aware of the matter.

14 Q. Did you take any action with respect to
15 the breakfast?

16 A. I did not. There was no action for me to
17 take.

18 Q. What did you do to address the mayor's
19 concerns about the breakfast?

20 A. Well, the --

21 MR. GEVERTZ: Object to the form.

22 THE WITNESS: The concern was simply
23 making sure he was aware it could happen.

24 And the mayor often receives questions from
25 the press and from people when he is, you

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.
Yvonne Cowser Yancy on 02/17/2017

1 know, encountering them, and so he needed
2 to know that could be a question that could
3 come up. And so he appreciated the heads
4 up, and we left it there.

5 BY MR. WARDLOW:

6 Q. Do you know whether any specific action
7 was taken to deal with the situation, protest
8 breakfast?

9 A. Not to my knowledge.

10 Q. Who did you speak with next that evening?

11 A. The city attorney, Cathy Hampton.

12 Q. Did you address the contents of the book?

13 MR. GEVERTZ: Hold it. I'm
14 instructing you not to answer. You can
15 talk about your other conversations, but
16 not your conversations with Ms. Hampton.

17 THE WITNESS: Okay.

18 BY MR. WARDLOW:

19 Q. She's the city attorney?

20 A. That's correct.

21 Q. And then who did you talk with after you
22 spoke with Cathy Hampton?

23 A. I spoke with Katrina Taylor-Parks, and I
24 spoke with Melissa Mullinax.

25 Q. Did you speak with each of these people

1 individually?

2 A. Yes. It was late, so no one was there at
3 that point.

4 Q. So then you went and talked to Katrina
5 Taylor-Parks?

6 A. Yes.

7 Q. And what did you talk about?

8 A. I let her know that there could be a
9 potential issue at the breakfast about a book that
10 had -- Mr. Cochran had written. I didn't want her to
11 be surprised. I believe she was staffing the mayor
12 at the breakfast. And she also manages relationships
13 with council members. So if she got -- received a
14 call from a council member to let them know that we
15 were in the process of reviewing the matter.

16 Q. She received a call?

17 A. No, if she were to receive a call.

18 Q. Oh. Thank you for clarifying that.
19 Did you discuss the contents of the book
20 with her?

21 A. No.

22 Q. And then you next talked with
23 Ms. Mullinax?

24 A. Yes.

25 Q. Is that directly after you talked to --

1 A. I believe so, yes.

2 Q. -- Ms. Taylor-Parks?

3 And why did you talk to Ms. Mullinax?

4 A. For the exact same reason. I didn't know
5 who was going to be staffing the mayor, and there are
6 times when Ms. Mullinax is the point person for
7 communications on behalf of the mayor.

8 Q. And what's her position?

9 A. She's a senior advisor to the mayor.

10 Q. And Katrina Taylor-Parks' position?

11 A. She's the deputy chief of staff.

12 Q. Describe the substance of your
13 communications that evening with Ms. Mullinax.

14 A. It was similar to Ms. Taylor-Parks.
15 Ms. Mullinax often handles sensitive communication
16 matters for the mayor. She interacts with the media
17 quite a bit. And so in the event there was an issue,
18 I didn't want anyone to be surprised by a potential
19 question or a potential employee moment at the
20 breakfast.

21 Q. Did you discuss anything else with her?

22 A. I said that I notified, you know, the COO,
23 the mayor, and that I was making sure that she was
24 also aware, and that we were doing a process to
25 review the book.

1 Q. Do you remember anything else about the
2 conversation at all?

3 A. No.

4 Q. Do you remember anything else you haven't
5 told me about the conversation with Katrina
6 Taylor-Parks?

7 A. No. I conveyed the same -- it's the same
8 matter. Katrina's role is to speak with council and
9 to manage the council relationships; and so I was
10 concerned that she would get a call from some other
11 council member because employees had called
12 Councilman Wan.

13 Q. Do you recall any additional details about
14 your conversation with Mayor Reed that evening that
15 you haven't told me about?

16 A. I just told him that we would have to make
17 an employment decision about this matter.

18 Q. What did you mean by that?

19 A. That if in fact he had not approved the
20 book, that we were going to have to suspend or
21 terminate Mr. Cochran. That there is not -- I didn't
22 see a path that didn't include that conversation.

23 Q. This was the day after you first received
24 the book?

25 A. That's correct.

1 Q. What was the basis for your conclusion
2 that there would be no other path?

3 A. If you're a senior leader and you write a
4 book where you name your employer in a context that
5 the employer did not approve, the only option is
6 discipline, which could be up to and including
7 termination. There's no "that's okay" for that.
8 I've worked in human resources for 20 plus years, and
9 I'm not aware of any employer where that's
10 acceptable, including the City of Atlanta.

11 Q. Was there any other reason for your
12 conclusion that there would be no other path?

13 A. No. That's sufficient.

14 Q. We'll be placing in front of you what
15 already has been marked as Plaintiff's Exhibit 8. If
16 you could just review this multi-page document
17 quickly and let me know when you've had a chance just
18 to get a sense of what it is.

19 A. It appears to be pages from the book.

20 Q. So this exhibit constitutes pages from the
21 book Who Told You That You Were Naked? authored by
22 Chief Cochran, correct?

23 A. Correct.

24 Q. These excerpts from the book, did you --
25 there's highlighting on these pages. Is that your

1 highlighting?

2 A. No.

3 Q. Do you know who highlighted the book?

4 A. I don't.

5 Q. When you received the book, was it
6 highlighted?

7 A. No.

8 Q. If you look at page 31 of the book, you'll
9 see there is a handwritten note in the margin. Is
10 that your handwriting?

11 A. It is not.

12 Q. Do you know whose handwriting that is?

13 A. I do not.

14 Q. So these notes were not in the book when
15 you received it?

16 A. I don't know what book this is. The book
17 I received did not have notes, and I didn't make
18 notes in the book.

19 Q. Nor did you highlight it?

20 A. No.

21 Q. Have you ever received a highlighted book
22 like this?

23 A. No. I received a book. I left that book
24 for the city attorney because I was traveling. I
25 brought a new book off Amazon.com, and my book

1 doesn't have notes in it, and nor did the book that I
2 left behind have notes in it, so.

3 Q. Why did you buy a new copy of the book?

4 A. I wanted to be sure I had a book. And I
5 left the book because I was leaving town with the
6 city attorney, and I wanted to make sure that there's
7 in fact a book that I would have to be able to
8 reference and to talk to.

9 Q. When did you leave town?

10 A. Friday morning.

11 Q. And when did you buy the book?

12 A. Thursday night. I bought a book online
13 when I knew I was leaving the book behind.

14 Q. I'm sorry. Maybe you already said it.
15 Why did you leave the book behind?

16 A. Because that's the only copy that we had,
17 and I was leaving so I wanted to make sure the city
18 attorney had a book.

19 Q. I see. Did you give the book to anybody
20 else?

21 A. No. I left it in a sealed confidential
22 envelope for the city attorney, and it was delivered
23 to her office Friday morning when she returned.

24 Q. Did you give the book to anybody else
25 other than her?

1 A. No.

2 Q. Did you give any excerpts of the book to
3 anybody?

4 A. No. I still have my book. No.

5 Q. You mentioned that the book had been
6 distributed to employees, correct?

7 A. Yes.

8 MR. GEVERTZ: Object to the form.

9 BY MR. WARDLOW:

10 Q. How did you know that?

11 A. Mr. Cochran told me.

12 Q. When did he tell you that?

13 A. When I met with him on, I believe that
14 Monday -- I don't know the time -- to discuss his
15 administrative leave.

16 Q. I'm sorry, to discuss his --

17 A. Administrative leave.

18 Q. Administrative leave.

19 A. Yes. And also Mr. Wan received the book
20 from an employee, so the obvious assumption is that
21 someone gave it to him. I don't know who gave it to
22 him, but someone had it.

23 Q. So tell me about the circumstances that
24 led to that discussion with Chief Cochran on Monday.

25 A. The mayor asked that we put Mr. Cochran on

1 a 30-day unpaid leave, and so I met with Mr. Cochran
2 with the city attorney, Bob Godfrey, and the chief of
3 staff, Candace Byrd. The COO was not available at
4 the time. And that communication was delivered to
5 him.

6 Q. When did the mayor ask you to put
7 Chief Cochran on unpaid leave?

8 A. That Monday, the same day it occurred.

9 Q. That morning?

10 A. I don't know the exact time, but, you
11 know, before the conversation, yes.

12 Q. And why did the mayor want to put Chief --
13 did he tell you why he wanted to put him on
14 administrative leave?

15 A. He was very concerned about the data that
16 we had gathered thus far. He was not aware of the
17 book. He had not given permission for the book.
18 That was a significant violation of not just the
19 ethics pledge but the employer relationship, and he
20 wanted to ensure that we were able to discipline
21 Mr. Cochran appropriately; look into whether or not
22 he had inappropriately used authority in the
23 department and move forward.

24 Q. You mentioned data that you had
25 gathered --

1 A. Yes.

2 Q. -- up to that point. What data are you
3 referring to?

4 A. Well, before I left, I had made requests
5 to receive information on whether or not Mr. Cochran
6 had received approval from the ethics board and
7 from -- through the ethics process that exists. I
8 was not aware of any second employment remuneration
9 approval he received. There's a process for that as
10 well.

11 The book had been published during this
12 administration. We did not know -- you know, we did
13 not receive it when it was published, but we did find
14 that out, so it had taken place while he was employed
15 by the City of Atlanta and this -- his second stint
16 with the City under this mayor. So the appropriate
17 people to give approval would have been the COO and
18 the mayor, and that had not taken place.

19 Q. Anything else?

20 A. Well, no. He's a leader of a department.
21 He reports directly in to the executive chain, and we
22 were unaware and had not given permission for this
23 activity, so no.

24 Q. This activity being?

25 A. Writing a book, distributing a book naming

1 the City of Atlanta in the book, and making income
2 from the book, which was for sale on Amazon.com.

3 Q. When did you first learn that it was for
4 sale on Amazon.com?

5 A. When I Googled it and bought a copy.

6 Q. That was on?

7 A. Thursday.

8 Q. The court reporter will place in front of
9 you what has been previously marked as Plaintiff's
10 Exhibit 9.

11 A. Okay.

12 Q. So Plaintiff's Exhibit 9 is a letter dated
13 November 24th, 2014, signed by you; is that correct?

14 A. Yes.

15 Q. This is to Mr. Cochran, correct?

16 A. Correct.

17 Q. And the subject line is "Notice of 30-day
18 suspension without pay," correct?

19 A. Correct.

20 Q. So was this hand delivered to Mr. Cochran?

21 A. Yes, it was.

22 Q. At the meeting that you described on
23 November 24th?

24 A. Yes.

25 Q. Did you draft this letter?

1 A. I did not.

2 Q. Who drafted this letter?

3 A. Lydia Jamison.

4 Q. So she's the person that reports to you
5 that leads up the employee relations group?

6 A. Correct.

7 Q. When did you ask her to draft this letter?

8 A. That morning. I also asked for a
9 termination letter.

10 Q. You asked Ms. Jameson to draft a
11 termination letter?

12 A. Yes.

13 Q. Why?

14 A. I recommended it.

15 Q. You recommended termination?

16 A. Absolutely.

17 Q. Who decided to suspend rather than
18 terminate?

19 A. The mayor.

20 Q. Did you have a discussion with the mayor
21 about whether to suspend or terminate?

22 A. Yes.

23 Q. Tell me everything that was said Monday
24 morning.

25 A. I'm not sure I can discuss it. Cathy

1 Hampton was involved in that conversation.

2 MR. GEVERTZ: We can take a quick
3 break and let me find out if there was
4 legal advice sought or given.

5 MR. WARDLOW: A break's fine.

6 THE VIDEOGRAPHER: The time is
7 10:43 a.m. We're off the record.

8 (A recess was taken.)

9 THE VIDEOGRAPHER: The time is now
10 10:47 a.m. We're back on the record.

11 MR. GEVERTZ: Could the court
12 reporter read back the last question asked
13 right before the break?

14 (The record was read by the
15 reporter.)

16 MR. GEVERTZ: So here's my
17 instruction. Ms. Yancy will talk about
18 everything that was said at that meeting
19 other than Ms. Hampton's input and any
20 direct response to Ms. Hampton, if there
21 was any. It doesn't sound as if there was.

22 MR. WARDLOW: Very good.

23 MR. GEVERTZ: Go ahead.

24 BY MR. WARDLOW:

25 Q. So tell me everything you recall about

1 that conversation.

2 A. So we discussed, you know, the option
3 around how to handle what we had discovered this far
4 concerning the book. I recommended separating
5 Mr. Cochran. The mayor was uninterested in
6 separating Mr. Cochran. He really respected him,
7 talked about how he'd been the number one fire
8 professional nationally; that he did not want to
9 separate him, that he wanted other options. And so
10 the 30-day suspension was the second option.

11 The 30 days was picked because that's
12 really the longest period of time someone's suspended
13 traditionally in terms of our practices in lieu of
14 termination, and so that's how we got to that 30-day.
15 There are other examples of 30-day suspensions that
16 had taken place that made sense for the mayor.

17 He also wanted to have some process put
18 together so that when Mr. Cochran returned from his
19 suspension that we could help the department move
20 forward. We talked about sensitivity training. I
21 recommended Al Vivian and BASIC Diversity. They're
22 known for their, one, faith, but also their race work
23 and their work in helping organizations grapple with
24 different issues.

25 I thought they would be a great sort of

1 option because we're familiar with them internally,
2 and that I thought Mr. Cochran would respect Al
3 Vivian, C.T. Vivian, if they were the people that we
4 asked him to work with around the department
5 afterwards; and put together sort of a process for
6 how to deal with that.

7 The communication process in terms of, you
8 know, we would have to say the fire chief was not at
9 work. We'd have to have an interim fire chief in
10 that process. Joel Baker was identified as the
11 interim fire chief. He was currently a deputy of
12 Mr. Cochran's, who was well regarded internally, and
13 I thought that Mr. Cochran would support Mr. Baker
14 being put in that interim role, that would not be
15 seen as problematic for him. And then we put
16 together a process to notify Mr. Cochran.

17 Q. So tell me, what were all the bases for
18 the suspension decision?

19 MR. GEVERTZ: Object to the form.

20 If you can read the mayor's mind, go
21 for it.

22 THE WITNESS: In lieu of terminating
23 Mr. Cochran, there had to be disciplinary
24 activity for his failure to get approval
25 from his direct manager for this book.

1 There was also a failure to disclose
2 it in the ethics forms that we gather. The
3 ethics officer had indicated in our
4 conversation with her that she had not
5 given permission for the book and was not
6 aware that it had been published.

7 And we also had to conduct a process
8 to investigate whether or not Mr. Cochran's
9 beliefs had led to different outcomes in
10 his management of the department because he
11 referenced his leadership of the department
12 and how he led the department in his book.
13 That cannot take place with Mr. Cochran at
14 work.

15 And so the discipline was about his
16 failure to get approval, his failure to
17 operate within the processes that are
18 clearly identified, not just in the code,
19 but in general expectations as an employer.

20 And then the second part of that
21 process was he could not be present while
22 we ensured there wasn't a Title 7 issue,
23 which we had to make sure of because as the
24 employer, we're compelled to offer an
25 environment where employees are treated

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.
Yvonne Cowser Yancy on 02/17/2017

Page 50

1 consistently. And we didn't know there had
2 been an issue with how employees were
3 treated, but we had to in fact document
4 that we had looked at that and there was an
5 outcome.

6 That would have taken place whether
7 he was terminated or not, but if he was
8 going to be retained as a fire chief, it
9 certainly could not take place with him at
10 work.

11 BY MR. WARDLOW:

12 Q. Anything else?

13 A. No.

14 Q. So you mentioned failure to get approval
15 or permission from the mayor?

16 A. Correct, or the COO.

17 Q. Mr. Geisler?

18 A. Or the ethics board.

19 Q. With respect to getting permission or
20 approval from the mayor or the CEO -- COO,
21 Mr. Geisler --

22 A. Yes.

23 Q. -- is there a rule that you can point to
24 that would require such approval?

25 A. Yes. There's a form that we have to sign

1 if in fact to receive second income. You have to get
2 permission to receive that income before it happens.
3 It's well known. It's signed off on by department
4 heads. I assume Mr. Cochran had signed one before
5 because I'm sure people who work for him have had
6 second income.

7 There's also an ethics pledge you sign
8 when you start an employee that talks about getting
9 permission from your manager, and then a perception
10 or a conflict, or an actual conflict and income.

11 And then the ethics code requires that if
12 you in fact are going to engage in receiving second
13 income and you report the certain line in the
14 organization, the ethics board has to actually give
15 you approval for that as well.

16 Q. Do you know whether Chief Cochran was
17 receiving any profit from this book?

18 A. I did not know, but I did know it was for
19 sale, and so at least one of us had bought a book.
20 So that would be profit because I bought one, so --

21 Q. Well, it would be --

22 A. A profit if it was for sale.

23 Q. Maybe not, right?

24 A. Well, I can't speak to the contract, so
25 no. But we will presuppose if it was for sale that

1 there was some income going someplace. Perhaps he
2 donated it. I don't know.

3 Q. You presupposed that he was taking
4 personal income?

5 A. Absolutely. And the policy is not just
6 that you have income. It's that you could have
7 income. So there's declarations that we have income,
8 and the form talks about are you going to have the
9 second employment or not. And so it's not simply, I
10 have received it now, are you okay with it. It's, I
11 could receive it, are you okay with it.

12 Q. You said you presumed that Chief Cochran
13 had signed this form.

14 A. I had not found a record that he had
15 signed that form, which required the COO's signature
16 or the mayor's signature. So I had no documentation
17 that indicated that Chief Cochran had in fact gotten
18 permission for this income and this book.

19 Q. Have you all produced a blank copy of this
20 form?

21 A. I can't speak to that.

22 MR. GEVERTZ: I'm sorry. We're
23 talking about -- yeah, it was an exhibit to
24 Chief Cochran's deposition. It's the
25 employee ethics pledge that he signed on

1 June 21st of 2010.

2 MR. WARDLOW: That's exhibit --

3 MR. GEVERTZ: I don't recall what
4 number, but it's Bates 20, and we discussed
5 it at length in his deposition.

6 BY MR. WARDLOW:

7 Q. Is that the form you're talking about, or
8 is there a different form?

9 A. There's more than one form. There's also
10 the form that your manager signs to approve your
11 employment.

12 MR. GEVERTZ: A blank form?

13 THE WITNESS: Yes.

14 MR. GEVERTZ: Yeah, I'm pretty sure
15 that we've produced that too.

16 THE WITNESS: That's the form I'm
17 talking about.

18 MR. GEVERTZ: That would be Bates
19 4166.

20 MS. HALLOCK: I think we got it
21 yesterday.

22 MR. GEVERTZ: No. This was -- this
23 was Bates 4166 a while back. It's a
24 request for permission to perform outside
25 employment, and it's a two-page document

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.
Yvonne Cowser Yancy on 02/17/2017

Page 54

1 that continues with 4167.

2 BY MR. WARDLOW:

3 Q. If you know, are there other documents or
4 rules or practices you can point to for your
5 contention that Chief Cochran needed to get
6 permission --

7 A. No.

8 Q. -- from the mayor or the COO --

9 A. I apologize. No.

10 Q. -- before authoring or publishing the
11 book?

12 A. No. That's sufficient. I apologize. I
13 keep jumping.

14 Q. Thank you for noticing.

15 A. Right.

16 Q. I appreciate that.

17 A. The answer's no because that's sufficient.
18 And as department heads, we sign these forms for
19 other people, so we're not unaware of the process.

20 Q. Is this an ethics process, or is this an
21 HR process?

22 A. It's both. So new hires sign the ethics
23 pledge. The HR department does orientation and makes
24 sure you have your paperwork signed.

25 The second form that I referenced, the

1 outside employment form, is a part of the code, and
2 you have the responsibility on both sides of the
3 operations groups and HR to ensure that it's
4 communicated and signed if in fact someone is
5 receiving second employment.

6 Q. You also mentioned an alleged failure to
7 get permission from the ethics board or ethics
8 officer?

9 A. Yes. Actual failure. There's no ethics
10 board vote giving permission for this book.

11 Q. Do you know whether Mr. Cochran spoke with
12 the ethics officer about this book?

13 A. Yes. I spoke with Ms. Hickson, and I
14 spoke with Mr. Cochran, and both concurred they had a
15 conversation. They do not agree on the content of
16 that conversation.

17 Q. When did you speak with Ms. Hickson --
18 when did you first speak with Ms. Hickson regarding
19 the book?

20 A. I spoke with Ms. Hickson I believe on that
21 Monday. I'm not sure if the law department talked to
22 her while I was out of town, but I spoke with her on
23 Monday personally.

24 Q. And what was the substance of that
25 conversation?

1 A. A confirmation that she had not provided
2 permission, and that the ethics board had not in fact
3 voted on providing permission for the book.

4 Q. Who has the responsibility for enforcing
5 the code of ethics?

6 A. The ethics officer.

7 Q. Is there a process for discipline based on
8 ethics violations?

9 A. Sometimes. It depends on the violation.
10 The ethics board is an independent entity, and so I'm
11 typically only aware of their actions after the fact.
12 There can be employment issues that can become ethics
13 issues, and there can be ethics issues that become
14 employment issues. Because we are separate, we don't
15 involve the other party in this matter.

16 I spoke with Nina Hickson, who's the
17 ethics officer, because she was referenced by
18 Mr. Cochran, and there's also a process to get
19 approval for books through the ethics board. And so
20 she was a factor in the data gathering. If it had
21 not been this type of matter, I would not have talked
22 to Ms. Hickson about this employment issue at all.

23 Q. So you said that sometimes an ethics issue
24 can become an employment issue, correct?

25 A. Yes.

1 Q. When that happens, is there a process that
2 you go through to determine whether there's been an
3 ethics violation, or is that something that the
4 ethics board has to do?

5 A. The ethics board determines that there's
6 an ethics violation. The employment matter can come
7 if that violation impacts your employment. So if
8 someone -- if I fail to disclose appropriately
9 because I lead a department and report in to the
10 COO's office and the mayor's office, that would
11 impact my employment.

12 There are ethics issues that can happen
13 that actually don't have anything to do with your
14 employment, depending on your level of
15 responsibility, et cetera, and vice versa.

16 Q. But for an employment action, adverse
17 employment action to be taken on the basis of an
18 ethics violation, the ethics board has to determine
19 if there was a violation?

20 A. No. We are separate, so we actually take
21 actions at different points in time. It's typically
22 not coordinated. And the ethics board takes action
23 on an ethics violation when there's actually an
24 ethics complaint. We take employment actions based
25 on what's happening on the operations side of the

1 house. So there are times it can run concurrent, but
2 typically it does not, and they don't -- one does not
3 require the other.

4 Q. Did you have any authority you can point
5 to for the proposition that one does not require the
6 other or that you can discipline for an ethics
7 violation without a determination of an ethics
8 violation from the board?

9 A. Absolutely. The ethics board is
10 independent. I don't have the code in front of me,
11 but the City code says that pretty clearly that if
12 the officer reports to the ethics board, and this
13 board's appointed by a host of stakeholders, we have
14 no interaction or control over that process. It
15 simply happens.

16 Employment process, we entirely control,
17 and the code also states that as well. And so, you
18 know, an employment action can take place without the
19 ethics board. The ethics board can take an ethics
20 action without an employment action because they are
21 independent entities.

22 Q. So you maintain that you can discipline an
23 employee for ethics violation without any input from
24 the ethics board?

25 A. Absolutely. If you violate the terms of

1 your employment, if you sign a pledge and fail to
2 uphold it, we can make an employment decision about
3 that. I don't need the ethics board to determine if
4 that's in fact the case or not.

5 Mr. Cochran signed a document saying that
6 he would seek permission from his manager. He did
7 not. We can take action on that. Mr. Cochran never
8 submitted a form that indicated that he had
9 permission to receive additional remuneration. He
10 did not. We can take action on that specifically.

11 If you do not communicate with your
12 employer or your manager about a topic as an at-will
13 employee who's appointed by the mayor, you can be
14 removed. That is basic employment. We're an at-will
15 state, and we are serving in an at-will capacity.
16 That is not an ethics conversation. That's an
17 employment conversation.

18 Q. Is there a process for disciplining an
19 employee based on an ethics violation?

20 A. No. There's a process to discipline an
21 employee. So the ethics board is independent, and
22 then there's employment matters, and the code clearly
23 articulates that.

24 Q. What's the process for disciplining an
25 employee for a violation of the ethics code when

1 there has been no ethics board input?

2 A. I believe I've answered the question.

3 MR. GEVERTZ: Object to the form. I
4 think it would help if you'd clarify
5 whether you're talking about a classified
6 employee versus an unclassified employee
7 because the whole world is split.

8 BY MR. WARDLOW:

9 Q. I may or may not get to that, but are you
10 able to answer that question as I asked?

11 A. Could you try repeating it again?

12 MR. WARDLOW: Could you read back?

13 (The record was read by the
14 reporter.)

15 THE WITNESS: As I previously stated,
16 the ethics board is independent, and ethics
17 actions are handled by the ethics board.
18 Employment actions are handled by the
19 administration and the operations groups
20 that are led by me. So I don't need an
21 ethics violation to discipline an employee
22 for a matter that's unethical.

23 So the discipline process is
24 articulated in the code and driven by
25 employee status, but as at-will employees,

1 we serve at the pleasure of the mayor and
2 this administration.

3 Discipline is anything up to and
4 including termination, and that took place
5 in this matter. You can have an ethics
6 issue that the ethics board may or may not
7 intercede around that may also be an
8 employment issue. And as an employee who's
9 at-will and appointed and, frankly, who's
10 been appointment by more than one
11 appointment authority, it is clear that
12 Mr. Cochran and everyone in our stead who
13 sits in these seats understands that we
14 serve at the pleasure of the appointing
15 entity, and that -- in this case, that's
16 the mayor and the COO.

17 BY MR. WARDLOW:

18 Q. You said that you also had to conduct a
19 process and investigation with regard to
20 Mr. Cochran's beliefs that may have affected his
21 leadership at the department, correct?

22 A. No. What I said was we had to conduct an
23 investigation to ensure that his beliefs had not
24 been -- had not been a factor in how he led the
25 department or disciplined employees. We have -- as

1 an employer, we have to make sure that we don't have
2 a potential Title 7 issue, and so that investigation
3 could not occur with Mr. Cochran in the workplace --

4 Q. So --

5 A. -- because the mayor decided to keep him
6 as an employee, the decision was made to suspend as
7 opposed to terminating.

8 Q. And that led to an investigation then?

9 A. Yes.

10 Q. The investigation was about whether his
11 beliefs, Mr. Cochran's beliefs, had affected his
12 leadership in the department and had possibly led to
13 Title 7 issues in the department?

14 A. Correct.

15 Q. So you're talking about possible hostile
16 work environment issues?

17 A. Potentially or potential allegations that
18 because I am -- insert any category -- Mr. Cochran is
19 not going to treat me fairly. That could be
20 religion. It could be gender. It could be, you
21 know, sexual orientation, et cetera. It can be, you
22 know, faith, and so we had to ensure that hadn't
23 taken place.

24 Q. So your specific concern was that
25 Chief Cochran's religious beliefs may have affected

1 how he was running the department?

2 A. I didn't know if they had affected how he
3 was running the department, but we had to do an
4 inquiry to ensure that was not the case. As an
5 employer, we're on notice that we have a leader who
6 espouses a certain subset of beliefs, data that we
7 not had before.

8 As an employer, we have an obligation to
9 ensure that we had an environment that was open and
10 that was friendly to every employee category, which
11 is consistent with our philosophy. And so I didn't
12 know what had happened or hadn't happened, but I did
13 know that we had to document and thoroughly ensure
14 that was not the case.

15 Q. Because of the content of the book?

16 A. Absolutely.

17 MR. GEVERTZ: Object to the form.

18 BY MR. WARDLOW:

19 Q. The book, more specifically the content of
20 the book with respect to Mr. Cochran's religious
21 beliefs.

22 A. Mr. Cochran espoused beliefs that were in
23 conflict with how women are treated, people of
24 different faiths are treated, how the LGBT community
25 was treated. He talked about how he led the -- led

1 the fire department through his view of God and
2 upholding God's standards.

3 So, yes, we had the ensure because we had
4 been named in the book. He had talked about his
5 leadership role under the City of Atlanta in the
6 book. He talked about how he chose to do leadership
7 in the book about the City of Atlanta.

8 We had to ensure that the actions of
9 Mr. Cochran were reflective of our policy. We don't
10 particularly care how you feel about stuff. We care
11 about what you do in our workplace. So we had to
12 ensure that our workplace was consistent with the
13 values and things that we espouse in our code.

14 Q. And you were concerned that Mr. Cochran's
15 religious beliefs conflicted with those values?

16 A. I didn't know --

17 MR. GEVERTZ: Object to the form.

18 THE WITNESS: I don't know how

19 Mr. Cochran feels about things.

20 Mr. Cochran and I have never discussed

21 faith in any significant way.

22 BY MR. WARDLOW:

23 Q. Based on his book.

24 A. I simply had a book, and I had an employee
25 who raised issues about the book. And as an

1 employer, we have an obligation under EEOC to ensure
2 that our environment is one that is open, and that
3 one where people are not treated differently because
4 of their -- insert any category or race, religion,
5 gender, sexual orientation, national origin, et
6 cetera.

7 And so in light of the fact that we had a
8 book we don't know anything about that referenced our
9 department and our city and his leadership style, to
10 protect the employer we had to do an investigation to
11 ensure that was the case.

12 Mr. Cochran put us in that position
13 because we were unaware of the book. If we'd been
14 aware of the book, we could have handled this in a
15 different way. We didn't know about the book. It
16 was a surprise. And so we were then required to take
17 certain actions to ensure that as an employer we
18 didn't have litigation and have to defend Mr. Cochran
19 or ourselves because of Mr. Cochran's inappropriate
20 use of the city, his title, and leadership in the
21 book we didn't know anything about.

22 Q. And the espousal of his beliefs in the
23 book?

24 MR. GEVERTZ: Object to the form.

25 Asked and answered.

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.
Yvonne Cowser Yancy on 02/17/2017

Page 66

1 THE WITNESS: I'm not sure how else I
2 can say it. Mr. Cochran has beliefs.

3 BY MR. WARDLOW:

4 Q. And they're in the book.

5 A. I have -- apparently.

6 Q. And those caused you concern, you said?

7 MR. GEVERTZ: Object to the form.

8 This is an --

9 THE WITNESS: What caused me concern
10 was how Mr. Cochran managed his department.
11 And as an employer, we were compelled to
12 ensure that he managed that department in
13 the way that we asked him to. We do not
14 care about your personal life and beliefs.
15 We care about what happens at work.

16 BY MR. WARDLOW:

17 Q. You care about whether the beliefs could
18 affect --

19 A. We care about whether or not you uphold
20 the code as it's written in your role at work. What
21 you would do on your own time is for you, and we
22 don't intercede in that, but when you bring it to us,
23 we have to then ensure that our workplace is
24 consistent with the rules we have in our workplace.

25 Q. So you mentioned your view that the book

1 contains subject matter such that a reader might
2 think that the City approved the book, or approved of
3 the book?

4 A. Absolutely.

5 Q. If you look back at Exhibit 8, which is
6 the exhibit containing excerpts from the book, does
7 this contain any excerpts from the book that -- well,
8 basically, that is what you're referencing, that it
9 conveys the approval of the City, or is that not
10 contained in this -- in this exhibit?

11 A. I don't know where it is specifically.
12 There's some section --

13 Q. If we could place in front of you what's
14 been previously marked as Exhibit 11. You mentioned
15 sensitivity training before.

16 A. Yes.

17 Q. And that came up in your discussion with
18 the mayor. And who else was present at that meeting?
19 And this was Monday morning, I think you said?

20 A. Yes. I believe it was the city attorney.
21 I believe Bob Godfrey, who's also from the law
22 department was present. And I believe Candace Byrd,
23 who's chief of staff, was also present.

24 Q. And you suggested sensitivity training?

25 A. I did.

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.
Yvonne Cowser Yancy on 02/17/2017

Page 68

1 Q. And why did you suggest that?

2 A. Because there was a perception that it was
3 possible Mr. Cochran had a lack of sensitivity to
4 people who have different beliefs, and if our intent
5 was to keep him in our employ, as an employer we had
6 to show a proactive way of ensuring that Mr. Cochran
7 was in fact not managing to those beliefs or treating
8 people differently.

9 And so once the mayor decided that he
10 wanted to keep Mr. Cochran in our employ, it was
11 important that when he returned to work that we made
12 a proactive position to ensure the department and to
13 protect us as an employer with potential Title 7
14 activities that -- or litigation, that if someone
15 came up, you know, six months later and said, Oh, but
16 I feel like I'm being treating differently, we would
17 have had this documented sensitivity training and
18 awareness that we could say, Oh, no, no, our
19 employment environment, you know, meets all standards
20 meets the code, et cetera.

21 So doing that is an acceptable proactive
22 action to take under the EEOC umbrella guidelines,
23 and so, you know, it made sense to include that,
24 given our circumstance.

25 Q. And you made a determination that it would

1 be good to do that?

2 A. Yes.

3 Q. Why did you think that Chief Cochran may
4 have had a lack of sensitivity to other people's
5 beliefs, as you said?

6 A. Well, I didn't know, so to that end --

7 Q. Why do you think he may have had that --

8 A. Because he espoused beliefs that were
9 offensive to many different groups, and he had to
10 lead a department that reflected many different
11 groups. We had to as an employer -- my role was to
12 ensure that the employer is protected. I am -- I am
13 responsible for ensuring that we meet our standards.

14 And so my focus was really on how the City
15 was going to be impacted. And offering that training
16 and documenting that took place was, yeah, another
17 way of validating that we did not have any potential
18 issues down the road.

19 Q. You also mentioned a communications
20 process that you discussed at that meeting, correct?

21 A. Yes.

22 Q. And tell me about the substance of those
23 conversations surrounding the communications process.

24 A. Well, we had to make sure that we brought
25 in the communications staff, and that the mayor would

1 have to speak to the fact that the fire chief was not
2 at work, which is a big deal. So it's highly likely
3 there'd be questions about why. And what was
4 happening, and et cetera. And so we had to be sure
5 that that process was hammered out.

6 We had to communicate to the department
7 that another person was going to be interim chief for
8 a period of time. There were lots of questions about
9 was Chief Cochran coming back. Our answer was yes.

10 And so, you know, we had to deal with
11 employees because, you know, it's a paramilitary sort
12 of organization, fire. The fire organization has
13 ranks. You know, they do what we ask them to do,
14 frankly, in difficult circumstances. Someone has to
15 make decisions over that timeframe.

16 It was going to happen on top of, I think
17 New Year's, which is one of the biggest New Year's
18 events in the country happens in Atlanta. And so
19 there are other operational things to consider, sort
20 of making sure there was the appropriate leader, so
21 we had to communicate internally. We also had to
22 deal with external communications.

23 Q. What did you talk about with respect to
24 external communications?

25 A. Really saying as little as possible beyond

1 he was not in the workplace. We knew the letter was
2 going to become an open record, and so that the
3 notification that he was being unpaid would be
4 published, and that Joel Baker would be operating as
5 the interim chief until his return.

6 Q. And you also talked about the process to
7 notify Mr. Cochran, correct?

8 A. Yes, and you have to keep in mind it's not
9 typical for people in this leadership level to be
10 suspended. They're typically terminated. There's no
11 sort of halfway. And so it was not going to go
12 unnoticed, number one; and then number two, our
13 policy has been to not talk about employment matters.
14 So because of the visibility of the person involved,
15 it sort of forced us to be prepared to discuss an
16 employee matter.

17 Q. Looking back at Plaintiff's Exhibit 9,
18 which is the suspension letter.

19 A. Yes.

20 Q. The first paragraph of the notice states,
21 "This notice of 30-day suspension without pay is
22 being issued to you for your performance of an action
23 that constitutes a cause of action as outlined in
24 Section 114-528 of the Code of Ordinances, City of
25 Atlanta." Do you see that?

1 A. Uh-huh. Yes.

2 Q. So this was a for-cause suspension?

3 A. No, it wasn't. This is really an error,
4 administrative error.

5 Q. So this letter -- this paragraph of the
6 letter is an administrative error?

7 A. Absolutely. It's a standard -- it's a
8 form letter that we use for most suspensions, and so
9 there's an error there. There's also an error on the
10 date on January 6th, 2014. It should say 2015.

11 Q. Oh. You're talking about the last
12 sentence of the next paragraph --

13 A. Yes.

14 Q. -- where it says, "You are to return to
15 work at the expiration of this suspension on Monday,
16 January, 6, 2014"?

17 A. Right. It should say January 6, 2015.

18 Q. And that's the day that Chief Cochran was
19 terminated, correct?

20 A. It's the day he returned and the day he
21 was terminated, yes.

22 Q. So this letter --

23 A. Should not have referenced that section of
24 the code, no. It was not necessary.

25 Q. What should it have referenced?

1 A. Just shown a 30-day suspension. The
2 section that -- Section 114 of the code covers most
3 human resources actions, and it references a section
4 that's specific to classified employees, and
5 Mr. Cochran is not a classified employee --
6 classified employee.

7 Q. So it's your contention that
8 Section 114-528 applies only to classified employees?

9 A. Yeah. I believe the code says that, yes.
10 It lists causes of action for classified employees.
11 We're unclassified employees, and so that section of
12 the code doesn't apply to us.

13 Q. So what should have this said?

14 A. It should have said, Dear Mr. Cochran,
15 your 30-day suspension without pay is being issued to
16 you, period. And we're at-will. There's no --
17 there's no requirement to provide a reason or a code
18 section, and so that's an error.

19 Q. So do you remember anything else about
20 that conversation with the mayor and others on Monday
21 morning?

22 A. Just that people were sad.

23 Q. Why were they sad?

24 A. Mr. Cochran was held in pretty high
25 regard, and so it is -- it was unfortunate that we

1 found ourselves having a conversation about his
2 employment or not or suspension or not. You know,
3 people were -- were sad.

4 Q. Now, tell me a bit about the investigation
5 that was prompted by all this. When did that begin?

6 A. We communicated to Mr. Cochran in his
7 suspension meeting that there would be an
8 investigation into potential Title 7 issues.

9 Q. That was later the same day?

10 A. Yes. Mr. Godfrey, Bob Godfrey, who's in
11 the law department, would be conducting that
12 investigation. Mr. Cochran was aware of that. In
13 that meeting we explained that Mr. Cochran -- would
14 give Mr. Cochran an opportunity to respond to
15 anything that came up in the investigation, and that
16 we would keep him apprised of the investigation.

17 Q. During that suspension meeting, who was
18 there?

19 A. The chief of staff, Candace Byrd, because
20 the COO was not available, Mr. Cochran, and
21 Mr. Godfrey from the law department, and myself.

22 Q. And where did that take place?

23 A. In my office.

24 Q. So you asked Chief Cochran to come to your
25 office?

1 A. Yes.

2 Q. And then what happened next?

3 A. We asked him to come to the office. We
4 explained that we were having this meeting because of
5 our notification of the book, and the fact that we
6 were unable to find any documentation where he in
7 fact received permission to write the book.

8 We asked Mr. Cochran if he had in fact
9 gotten permission to write the book from the mayor or
10 the COO. His answer was no. We explained that the
11 book itself was an issue because the City is
12 referenced in the book. His leadership of the
13 department, of the fire department was referenced in
14 the book. That at that juncture, we had not found
15 anything that indicated he had received permission
16 from his manager or the ethics board.

17 He said that he had spoken with Nina
18 Hickson, and they'd had a conversation that perhaps
19 Nina was misunderstanding; she was confused. We
20 explained that at this point we had not gotten that
21 same data point from Ms. Hickson.

22 That we were going to be suspending him
23 without pay for 30 days. That we would again follow
24 up with Ms. Hickson. We would give him an
25 opportunity to respond to what she said. That we'd

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.
Yvonne Cowser Yancy on 02/17/2017

Page 76

1 do the Title 7 investigation. We'd give him an
2 opportunity to respond to the investigation.

3 That our hope was that over the 30-day
4 period of time that we'd be able to resolve this
5 entire matter; that he'd return to work on the date
6 of January 6th. I talked about the diversity
7 training that would happen when he returned to work;
8 that that would be a part of the expectation for him
9 to return to work.

10 Mr. Cochran puts people on suspension, and
11 so we referenced the process when you're on
12 suspension you don't discuss the suspension. We
13 talked about returning his vehicle and, you know, his
14 badge, et cetera, the things that you have as an
15 employee. We talked about how he would get back
16 home.

17 We talked about naming Joel Baker as the
18 interim chief. He was fine with that choice. I
19 mean, he wasn't fine with being suspended, but he was
20 fine in the lieu of that that Joel Baker was an
21 appropriate person to name to be the interim chief.
22 We explained that we would not be commenting on this
23 employment matter, and that per our process we
24 expected him not to comment on this employment
25 matter.

1 The meeting was really informational for
2 him. We made sure that Bob Godfrey has his cell
3 phone, and we said we'd be in contact as we moved
4 forward with the investigation.

5 Q. You said that there was a disagreement as
6 to some data point with respect to a conversation
7 that the chief -- or conversation that the chief had
8 with Ms. Hickson, correct?

9 A. Yes. Mr. Cochran was very clear that he
10 had gotten permission from Ms. Hickson, and
11 Ms. Hickson was equally clear that she had not
12 provided that, that approval. And the code actually
13 states that Ms. Hickson can't provide independently,
14 that the board would have to vote on it. But that
15 notwithstanding, they did not agree on the
16 conversation that they'd had.

17 Mr. Cochran indicated that Ms. Hickson was
18 really -- was confused and that he was sure if he
19 talked with her that he could help clarify. And we
20 explained that he could not talk with her, but that
21 we would again, go through a thorough review with
22 her. And when I say we, I mean Bob Godfrey and the
23 law department, and give Mr. Cochran the opportunity
24 to respond to any of the data that we received or the
25 commentary that Ms. Hickson had.

1 Q. Do you recall Chief Cochran asking that
2 Ms. Hickson either be at or be brought into the
3 meeting?

4 A. I don't recall that. If he had made that
5 request, it would not have been granted. It was a
6 suspension meeting. It was not a debate or an
7 investigation. We were notifying him he was
8 suspended, and we were notifying him what was going
9 to take place next.

10 MR. GEVERTZ: Before we turn to the
11 next exhibit, we've been going almost an
12 hour and a half. Can we take a quick
13 comfort break?

14 MR. WARDLOW: Yeah, just one more.

15 BY MR. WARDLOW:

16 Q. So let me place in front of you what has
17 been previously marked as Plaintiffs' Exhibit 11.
18 I'll represent to you that this is a full copy of the
19 chief's book entitled Who Told You That You Were
20 Naked? and specifically I'm going to open it to
21 page 76.

22 A. Okay.

23 Q. And if you could just read the section
24 starting with "personal life application." That
25 paragraph, if you could just read that out loud.

1 A. "Personal life application. God gave me
2 my fire service, land, field career. He gave me the
3 job of being a fire service leader, fire chief of
4 Atlanta Fire Rescue. He also made me the head
5 United States Fire Administrator. My job description
6 as fire chief of Atlanta Fire Rescue Department is to
7 cultivate its culture for the glory of God, to keep
8 it focused on his mission of saving lives and
9 property, to sustain its culture, its members, and
10 its capabilities both now and for future
11 generations."

12 Q. Is this the passage of the book that you
13 were thinking of when you said that the book might
14 give the impression that the City had approved the
15 book?

16 A. Absolutely.

17 Q. Why do you think it conveys that
18 impression?

19 A. Because the section states that his
20 purpose in his role as the fire chief of the Atlanta
21 Fire Rescue Department is to cultivate its culture
22 for the glory of God, and to save lives and sustain
23 its culture, et cetera, going forward.

24 This is clearly a statement of
25 Chief Cochran's role as fire chief. It talks about

1 how he chooses to lead, the way he chooses to lead.
2 It talks about that being a factor and creating a
3 culture of God, which is not something that we talk
4 about in our code or in the job description of fire
5 chief. And it talks about how he chooses to lead and
6 move forward.

7 We didn't authorize that. You can't
8 reference entities without their permission. That
9 doesn't happen in the book. The book doesn't say
10 these are my personal beliefs only. It says, I am
11 the fire chief and I lead this way. That is an
12 implicit and direct endorsement.

13 MR. WARDLOW: We'll take a break.

14 THE VIDEOGRAPHER: This concludes
15 Media Number 1. We are off the record at
16 11:26 a.m.

17 (A recess was taken.)

18 THE VIDEOGRAPHER: This begins Media
19 Number 2 in the deposition of Yvonne Yancy.
20 We're back on the record at 11:44 a.m.

21 BY MR. WARDLOW:

22 Q. We were just talking about Plaintiff's
23 Exhibit 11, which is the copy of the book, and you're
24 looking at the section that you say on page 76
25 conveys the impression of an endorsement by the City

1 of Atlanta?

2 A. Yes.

3 Q. So what are the rules for what constitutes
4 an endorsement by the City of Atlanta in a book?

5 A. I don't have a formal rule for that, but
6 the book talks about his role as the leader of a
7 department, and references the City of Atlanta and
8 cultivating its culture for the glory of God. That
9 is something that would require the permission of the
10 entity.

11 Q. Who determines whether an endorsement has
12 been made in a book?

13 A. Well, if we'd gone through the appropriate
14 channel to approve the book, it would have been
15 discussed at that point in time. That's the point of
16 the approval process is to review the content and,
17 you know, is there a conflict and is it about the
18 City or not, and if not, and there's no conflict,
19 then things move forward. There are people who write
20 books who write while they work for us.

21 Q. And that would be the ethics board that
22 would do that under 820(d)?

23 A. The ethics board would have to approve it
24 based on the reporting line of Mr. Cochran's role.
25 And then of course you have to have permission from

1 your manager because you're going to receive
2 remuneration for said book. And so that's the
3 disclosure form. It's also the second employment
4 remuneration form.

5 Q. When exactly do you have to get permission
6 to write a book?

7 A. You have to get it in advance. Actually,
8 I have someone who works for me today who's writing a
9 book --

10 Q. Under what --

11 A. -- and she reports to me, so because of
12 that the ethics code says she goes to the ethics
13 board vote. That process took place. The board
14 voted on it. It's about police psychology. She's a
15 psychologist. We know that it's possible she'll
16 reference her work as the City of Atlanta chief
17 psychologist. That was approved. She also completed
18 a form that she might receive remuneration for said
19 book. And I signed off on that and notified the COO,
20 and then the mayor so this could take place; and the
21 chief of police because it's about police psychology.

22 Q. So there are no specific rules for
23 determining what constitutes an endorsement in a book
24 by the City of Atlanta?

25 MR. GEVERTZ; object to the form.

1 THE WITNESS: I can't speak to an
2 endorsement, but there are specific rules
3 to write a book and to publish a book and
4 to receive remuneration for said book, and
5 that is outlined.

6 BY MR. WARDLOW:

7 Q. And what are those rules?

8 A. It's in the ethics code that you are in a
9 certain capacity. You have to receive approval from
10 the ethics board. There's an ethics pledge that says
11 you must have approval from your manager, and there's
12 a remuneration form that you have to complete that's
13 signed off by your manager saying we approve. All
14 three of those things have to happen for a book or
15 anything else that would equal additional
16 remuneration.

17 Q. And that's per Section 2-820(d) of the
18 ethics code?

19 A. I don't know the section number in the
20 code, but it is a part of the code.

21 Q. So if you're not selling a book, do you
22 still need to get permission?

23 A. Yes, because it could be a potential
24 conflict. So if you were going to do anything --
25 I'll use a different example. I taught classes in HR

1 management when I joined the City of Atlanta. I had
2 to get permission to do that. It's not a conflict.
3 I didn't get paid for it, but I had to talk to my
4 manager about it because I read the form that said
5 does your manager approve that.

6 My manager at the time was Peter Aman, who
7 was the COO. He approved it and said make sure that
8 it doesn't conflict with your schedule and the times
9 you have to be here.

10 And sometimes you can't go because the
11 council meeting's still happening or whatever's still
12 happening, whatever's going on. I made a decision
13 about could I continue those classes or not, but I
14 did all that beforehand.

15 There is a clear process that is outlined
16 not just in the new employee information but the
17 ethics code, et cetera. And, frankly, it is your
18 role reporting to someone -- we do work for someone.
19 We can't just go out and go do things that could
20 potentially conflict or come back to your employer
21 without your employer knowing about it. That's basic
22 employment.

23 That happens for people at pretty much
24 every level, but certainly at the level that we
25 operate. So that process is clearly known. We as

1 department heads sign off on it for other people, so
2 I cannot imagine that Mr. Cochran's unaware of it, as
3 I'm sure he has engaged in it with people who report
4 to him. So he must know if you report to someone.
5 So that's a basic expectation.

6 Q. But you don't know whether he knows?

7 A. I don't know what he knows or doesn't
8 know, but I do know he worked for two mayors and a
9 President. And I do know that he is comfortable with
10 understanding the process to get approval to do
11 actions outside of work. That is not a foreign
12 concept to him.

13 I expect him to know that because he is an
14 experienced, tenured, accomplished professional, who
15 has done things outside of work before, and I'm
16 confident he got permission.

17 Q. So is it your contention then that the
18 substance of Chief Cochran's book that's marked as
19 Plaintiff's Exhibit 11 creates a conflict with his
20 duties as fire chief?

21 A. No. My contention is that he didn't get
22 permission to write the book. The content of the
23 book is not relevant to me or my personal concern
24 beyond did it impact how he managed the department in
25 the Title 7 claim. My personal opinion of the

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.
Yvonne Cowser Yancy on 02/17/2017

Page 86

1 content, the content itself, other people's opinion
2 of the content is not the issue here.

3 Q. So --

4 A. The issue here is about did he get
5 permission for the book. That's why in the
6 suspension meeting the question was, did you get
7 permission for the book. We didn't talk about the
8 content of the book. We talked about how you came to
9 write the book. Did you get permission for the book.
10 Who signed off on the book. Did the ethics officer
11 approve the book. Did the board approve the book.
12 Did the COO approve the book. Did the old COO
13 approve the book.

14 The questions were about the process for
15 the book. The content, while disturbing to many
16 people, was never actually discussed and is not a
17 factor in what happens next beyond potential
18 litigation risk created by Mr. Cochran for his
19 failure to talk about the book.

20 So we then had to do remediation about
21 Mr. Cochran and his actions. We had to then be
22 proactive to ensure he had not in fact created an
23 environment that was inappropriate. So we found
24 ourselves behind the eight ball because Mr. Cochran
25 put us there by not talking about the book, by not

1 going through the process that's clearly articulated
2 in the City code and the basic employment
3 expectation. Which frankly, was disappointing and
4 upsetting because he's a credentialed, successful,
5 accomplished leader who knows how to follow the
6 process. He upheld the process for others, but he
7 did not find it appropriate and applicable to
8 himself, and that is a problem.

9 Q. So the content of the book was relevant
10 because that's what you thought could possibly lead
11 to a situation where you had some kind of hostile
12 work environment problem, right?

13 A. Or a Title 7 issue, yes, that is correct.

14 Q. Now, if a book doesn't have any content
15 that might lead to, in your view, a Title 7 issue,
16 and isn't published for remuneration, is not done for
17 profit, is not sold, and does not convey the
18 impression of endorsement by the City, would you be
19 able to discipline, in your view, an employee for
20 such a book?

21 A. If they did not follow the process to get
22 approval to write said book, absolutely.

23 Q. So you need to get approval for any book
24 whatsoever?

25 A. Absolutely. You have to get approval for

1 anything that creates a perception of a conflict,
2 actually is a conflict, could be remuneration, could
3 be perceived as remuneration. You have to get
4 permission from who you work for to do anything
5 outside of work. The form clearly says that.

6 Q. To do anything outside of work?

7 A. Yeah. Yes. And it has a little subpart
8 that says is not a speech here or there like work.
9 So you can speak on Saturday to the kids. You can do
10 different things, but if you're doing something
11 consistently that's perceived as work, has the
12 potential for remuneration, you have to in fact get
13 permission for that. And people do get permission
14 for it.

15 So it's not just a process that's written.
16 It's one that's actually employed by others and
17 signed off on by others, including Mr. Cochran. So
18 again, my point is he knows the process. He didn't
19 follow it.

20 Q. So what exactly constitutes an ethics
21 violation?

22 A. I can't speak to that. You have to speak
23 to the ethics officer. I don't make that
24 determination.

25 Q. So you don't determine what's an ethics

1 violation and what's not?

2 A. No, I don't.

3 Q. But you can discipline based on an ethics
4 violation?

5 A. I can discipline on an employment
6 violation, yes. I don't -- an ethics violation could
7 be an employment issue, but I don't determine ethics
8 issues. The ethics officer determines ethics issues.

9 Q. So if there's an ethics violation and
10 there needs to be discipline for that ethics
11 violation, then there needs to be a determination by
12 the board of ethics?

13 A. So, again -- we discussed this earlier.
14 You can have an ethics matter that has nothing to do
15 with employment. You can have an employment matter
16 that's an ethics matter. The ethics board determines
17 things with an ethics complaint. There could be an
18 ethics issue where there is no ethics complaint. And
19 so what I determine and what I give guidance and
20 counsel with to managers to determine are things that
21 impact employment. The ethics officer and the ethics
22 board handles ethics complaints.

23 At the time that they intersect, we
24 operate independently. We don't operate in parallel.
25 The ethics board decision has nothing to do with the

1 employment conversation and vice versa. They can
2 be -- they can impact each other, but they're not --
3 they're made independently.

4 Q. So with respect to the bases for
5 Chief Cochran's suspension, you mentioned there was a
6 failure to get approval from the board of ethics. Is
7 that an ethics issue?

8 A. It is an ethics issue, but I would defer
9 to the ethics board on handling it. There is no
10 decision from the ethics board rendering approval for
11 this book. That's a matter of fact. The ethics
12 officer can't give permission for a book.
13 Notwithstanding their disagreement on what happened
14 in their conversation, Nina can't independently say,
15 you're approved. The ethics board has to say, you're
16 approved.

17 There's a pledge that you sign that
18 includes a data point that says, your manager
19 approves. His manager did not approve. There's a
20 form that is not an ethics form that you sign when
21 you have backing -- when you have approval from your
22 manager for other work. He did not submit, nor was
23 it ever signed. Those are the bases for his
24 suspension.

25 Q. So you contend that you made no

1 determination as to any ethics violation in this
2 matter?

3 A. I cannot make an ethics determination.
4 The ethics board makes a determination. I could make
5 an employment recommendation based on the data that
6 we had already uncovered, and Mr. Cochran's admission
7 in his suspension meeting that the mayor had not
8 approved his book that took place in that meeting on
9 the 24th.

10 Q. Well, was that --

11 A. Which the mayor contends is also accurate.
12 Mr. Cochran's got a different opinion today, but on
13 the 24th, he said the mayor in fact did not approve
14 his book.

15 Q. What exactly did -- tell me everything you
16 recollect about what Mr. Cochran said at that
17 meeting.

18 A. Mr. Cochran said that he had gotten
19 approval from Nina Hickson. Mr. Cochran said he had
20 not gotten approval from the mayor. He had not
21 talked to the mayor about the book. Mr. Cochran said
22 that he had never led the department in any way that
23 was not appropriate. That he was confident the
24 investigation that we were going to do would find
25 that he operated in an effective, neutral manner;

1 that he'd never used his beliefs in any way to
2 negatively impact others.

3 Mr. Cochran talked about how he'd given
4 his life to the fire service; that he had, you
5 know -- you run into a burning building regardless of
6 who's in the building, right? You don't know that
7 while you're doing that. And said that he was really
8 disappointed.

9 He talked about he didn't understand why
10 he was going to be unpaid; that he should not be
11 unpaid in this timeframe. And that he did not see
12 that there was an issue, and that he was clearly not
13 pleased at having this conversation. He was not --
14 no one in the room was -- you know, was in a positive
15 place, let me say. It was something that we all were
16 compelled to be in, and it was happening to him.

17 He talked about his faith in God. He
18 talked about that he was led to write this book. If
19 there were consequences or outcomes because of that,
20 he had to live with them.

21 Q. Did you reference any sections of the book
22 specifically during that meeting to Chief Cochran?

23 A. No.

24 Q. Did you have a copy of the book at the
25 meeting?

1 A. Yes.

2 Q. And what did you use the copy of the book
3 for at the meeting?

4 A. I just had it. It was the copy that I
5 bought that Thursday.

6 Q. Did you talk about any sections of the
7 book with Chief Cochran at that meeting?

8 A. No, but I did ask him -- not that I can
9 recall, no. We did ask him did he get permission to
10 write the book. The issue at the meeting was who
11 gave you permission to write this book; and the
12 answer was Ms. Hickson had, Mr. Cochran said.

13 Q. Did you have any discussion at that
14 meeting about the content of the book regarding
15 homosexuality or sexuality?

16 A. We discussed religion, women, and the
17 LGBTQ issues that are raised in the book
18 specifically, and the need for a Title 7
19 investigation that Bob Godfrey from the law
20 department would lead; and that Mr. Cochran would
21 have the opportunity to respond to anything that come
22 up -- that came up in that investigation, because we
23 explained that we had to do an investigation to
24 ensure and to document that he had not in fact
25 treated anyone differently because of the beliefs he

1 espoused in the book.

2 Q. So again, list for me just one more time
3 the areas of content that you discussed that led to
4 that conclusion that there should be an
5 investigation.

6 MR. GEVERTZ: Object to the form.

7 THE WITNESS: The references in the
8 book concerning the role of women, the
9 reference in the book concerning the role
10 of -- or what would happen if you were not
11 a believer in Christ, so Jewish people and
12 people of other faiths who don't believe in
13 Christ. The reference in the book around
14 LGBTQ community. The reference in the book
15 around how he articulated Christianity from
16 his viewpoint, how there are many views of
17 Christianity and many denominations in the
18 Christian faith. And so those things all
19 are covered under Title 7.

20 And you can have a viewpoint, but we
21 have to make sure that you're not managing
22 to that viewpoint. And since the book
23 includes a reference where you talk about
24 how you lead to create a culture and
25 cultivate the culture of God, then we're

1 compelled as an employer to protect
2 ourselves to ensure and to document, not
3 just like have an idea, but to document
4 that we've done an investigation. We
5 looked into the matter, and document that
6 nothing inappropriate took place; that
7 those views do not impact how you treat
8 other people.

9 BY MR. WARDLOW:

10 Q. So you thought that perhaps
11 Chief Cochran's viewpoint could have led to a hostile
12 work environment?

13 A. I didn't know if it had, frankly, which is
14 why we had to do an investigation. I mean, I think
15 it was well known that Chief Cochran was a man of
16 faith. That was not some secret in our workplace,
17 and it was perfectly fine. There are people who
18 have lots of viewpoints where we work. I didn't know
19 if there had been any activity that had an influence
20 or where someone had had a negative impact, but we as
21 an employer have to document that's the case. And
22 that's employment investigation. He cannot be at
23 work for that investigation.

24 So once the mayor decided he was not going
25 to terminate him, then he had to be on suspension.

1 And he was on suspension not just because of the
2 investigation, but because we also documented at that
3 point in time there was nothing that suggested anyone
4 had given him permission to write that book. Most
5 notably his manager, most notably the ethics board.

6 Q. So what's the process for determining
7 whether there might be a hostile work environment
8 such that you needed to perform an investigation?

9 MR. GEVERTZ: Obviously you can give
10 an HR perspective. You can't give a legal
11 perspective or Mr. Godfrey's perspective.

12 THE WITNESS: Right.

13 MR. GEVERTZ: Go ahead.

14 THE WITNESS: So to that end, as an
15 HR professional one other suggestion that
16 someone is leading in their faith or
17 leading into their viewpoint, whatever that
18 viewpoint is, if it is potentially in
19 conflict with a potential segment you're
20 managing, that triggers the need for an
21 investigation.

22 The book came to us because employees
23 were concerned about the book. So whenever
24 an employee raises a concern, then we're
25 compelled to look into that concern. I had

1 an e-mail this morning that I responded to
2 from a citizen about a concern about an
3 employee. My response to that was to
4 include the law department and to say,
5 gosh, how should we proceed and look at
6 this matter. We have to address this
7 particular issue.

8 BY MR. WARDLOW:

9 Q. So --

10 A. And so as an employer when you're notified
11 by someone, you're on notice under the EEOC. The
12 clock starts around potential damages and fines,
13 et cetera, and so you have to respond not just in a
14 timely way, but in a complete way.

15 And in this matter because the issue that
16 was raised was specifically around potential faith,
17 religion, gender, you know, sexual orientation, et
18 cetera, it was highly relevant to include the law
19 department and, frankly, for them to lead it because
20 Title 7 is under their umbrella as well.

21 Q. So generally hostile work environment
22 investigation comes -- begins because of a complaint;
23 is that fair?

24 A. It can begin because of a complaint. It
25 can begin because of an observation someone makes, or

1 someone may make a statement in public or in an
2 employee setting that's not appropriate, so it can be
3 triggered a couple of different ways. An employee
4 can make a complaint. Someone observing something
5 can make a complaint. Because we serve the public,
6 the public can make a complaint, and then that
7 triggers an investigation typically.

8 Q. And did you find a Title 7 violation here?
9 Did anyone find a Title 7 violation?

10 A. I did not conduct the investigation,
11 Mr. Godfrey did; and Mr. Godfrey did not find that
12 Mr. Cochran had treated anyone differently in his
13 capacity as chief based on the beliefs espoused in
14 the book.

15 Q. Did you -- have you ever found or has
16 anyone ever found a Title 7 violation with respect to
17 the Atlanta Fire and Rescue Department when
18 Chief Cochran was at his -- was chief?

19 MR. GEVERTZ: Hold on. Do you mean
20 because of Chief Cochran's actions, or do
21 you mean has there ever been a Title 7
22 concern that the City has had while
23 Chief Cochran is the chief, because if it's
24 the latter, I'm going to instruct her not
25 to answer unless it was part of a

1 documented, nonconfidential settlement
2 agreement.

3 BY MR. WARDLOW:

4 Q. With respect to Chief Cochran's
5 leadership.

6 A. Because of the book or to Mr. --

7 Q. Any aspect of Chief Cochran's leadership.

8 A. I'm not sure I can answer the question.
9 I'm not aware of any Title 7 issues as a result of
10 the beliefs Mr. Cochran espoused in the book; that I
11 can say.

12 Q. So if you receive a complaint from an
13 employee or a citizen, what have you, you don't send
14 all of those on to the law department, correct?

15 A. Not all, but --

16 Q. So how do you determine --

17 A. However, we make a determination based on
18 the nature of the complaint what parties we need to
19 involve.

20 Q. Who makes that determination?

21 A. I make that determination typically in
22 consultation with the law department, so --

23 Q. So you make an initial determination as to
24 whether there might be a Title 7 issue?

25 A. It depends on how the complaint comes in.

1 For example, this morning the complaint that came in
2 wasn't Title 7, but it was about whether or not a
3 professional could work with children based on the
4 state law. That requires the law department.

5 In this matter, Title 7 is just sort of
6 the kitchen sink of all things that can be offensive
7 across many segments. That's squarely in the
8 employee relations group. And frankly, because we're
9 talking about an executive member of our team, that
10 is not an investigation that we would take lightly.
11 We would want to have the most experienced
12 professional in that subject matter engaged in it.

13 Bob Godfrey has been the chief employment
14 counsel for the City for I don't even know -- at
15 least a decade, if not more. He's well known. His
16 position is highly respected. He's someone that I
17 think, you know, I feel comfortable saying that
18 Mr. Cochran respects, I respect. Other people think
19 of him as someone who's neutral and fair. And so,
20 you know, given the status of the person that we're
21 talking about -- and frankly, you know, at the
22 executive level the fact that we even have to have
23 this conversation, it requires someone who has a
24 similar stature and level of expertise. And
25 Mr. Godfrey offered that.

1 So he is unequivocally the number one
2 employment attorney inside the City, and is
3 exceptionally well versed in the fire department's
4 operations because of his defense of the fire
5 department and because of interactions with his
6 leadership. So he was really not just the best
7 suited, but I would say almost the only appropriate
8 person to handle this kind of an investigation.

9 Q. So you would determine based on Council
10 Member Wan's conversation with you about the book and
11 then your view of the book itself, that there could
12 be a Title 7 issue and therefore -- therefore, you
13 determined that there should be either termination or
14 suspension. You recommended termination and an
15 investigation.

16 MR. GEVERTZ: Objection. Compound.
17 Misstates testimony. You can try to unpack
18 that if you can.

19 THE WITNESS: My recommendation to
20 separate was about Mr. Cochran's failure to
21 get approval from the people he worked for
22 to write this book and for putting them in
23 this position where I'm now talking to
24 you --

25

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.
Yvonne Cowser Yancy on 02/17/2017

Page 102

1 BY MR. WARDLOW:

2 Q. So we have --

3 A. -- and we have to do an investigation
4 around Title 7. The issue as relates to the content
5 of the book triggers a Title 7 investigation that
6 would have happened whether he was an employee or not
7 because we had created a risk by having a leader of a
8 department espouse his views, and we had to make sure
9 those views had not been replicated throughout the
10 department.

11 The investigation showed that he had in
12 fact not treated people differently, which I was
13 actually, frankly, ecstatic to see and hear, and it's
14 consistent with my knowledge of Mr. Cochran. But our
15 decision to separate Mr. Cochran was about his
16 failure to go through the process and to speak to the
17 people he worked for, which would give the minimum,
18 not just courtesy but respect and process where we
19 work and for our employer.

20 BY MR. WARDLOW:

21 Q. Did an employee bring the book to you?

22 A. No. A council member brought the book to
23 me.

24 Q. Okay.

25 A. The council member said the book came from

1 an employee. And by the time we got to Mr. Cochran
2 being suspended, we then received e-mail
3 communications, or calls and concerns, not just from
4 the union, but from other employees about the book.
5 So apparently we were the absolute last people to
6 find out about the book because the book had been
7 distributed, and we found that out when Mr. Cochran
8 told us he distributed the book in our meeting. He
9 signed it Kelvin, not Chief Cochran so people would
10 not think it was in fact him operating in his stead,
11 according to him. So apparently the only people who
12 did not know about the book were the people he worked
13 for.

14 Q. Do you know when employees became
15 concerned about the book?

16 A. All I know is that Mr. Wan brought me the
17 book, so I can't --

18 Q. Do you know whether --

19 A. -- speak to other people's --

20 Q. Was there any formal complaint filed by an
21 employee?

22 MR. GEVERTZ: Hold it. Hold it. She
23 needs to finish her answer.

24 BY MR. WARDLOW:

25 Q. My apologies. Go ahead and finish your

1 answer.

2 A. I know about the book because Mr. Wan
3 brought the book to me and said it came from an
4 employee, but he did not name that employee. I can't
5 speak to when other employees became disturbed by the
6 book, but the only people who seemed to not know
7 about the book are the people Mr. Cochran worked for,
8 and that would be the mayor and the COO and so -- and
9 the ethics board, who approves books, because
10 Mr. Cochran had distributed the book to employees,
11 according to Mr. Cochran. And after Mr. Cochran's
12 suspension, we heard from employees, and Mr. Cochran
13 included that in his investigation.

14 Q. So why was the suspension without pay
15 recommended?

16 A. Because there was a punitive factor to not
17 telling your boss about a book that you wrote, and us
18 finding out about it through a council member and
19 through other channels as opposed to the document you
20 signed, the remuneration form you didn't sign, and
21 not talking to your manager. We work for the mayor
22 at his pleasure, and he was upset that he was unaware
23 of this information, had not been given permission,
24 and the COO had also not given permission, so there
25 was a consequence to that.

1 Q. Was the option of suspension with pay
2 discussed?

3 A. No, because it was not a vacation. It was
4 intended to be punitive. You were suspended because
5 of your failure to follow the process, and we put
6 together a process to bring you back. So it's clear
7 in our conversation that we're not trying to
8 terminate you.

9 Although that was recommended, it was not
10 accepted, and so we put together a process that would
11 cover the City in terms of potential claims in the
12 future, ensure that Chief Cochran was able to come
13 back into his position and be chief, create a process
14 that we had documented around a proactive position
15 with sensitivity training through an entity that we
16 thought he and other people respect and think of as
17 credible, and that process didn't work out.

18 Q. Is there a standard for determining when
19 someone should be suspended with pay or without pay?

20 A. Typically, when we have not made a
21 determination about the outcome, we suspend you with
22 pay pending the outcome of the investigation. When
23 we spoke with Mr. Cochran on that Monday, we already
24 knew he didn't have permission for the book. We knew
25 that because people who give permission hadn't given

1 it. His manager didn't know anything about it.

2 And Mr. Cochran said in that meeting he
3 did not -- that the mayor did not know anything about
4 it. And we work for the mayor and for the COO. And
5 so we'd already covered the baseline issue. That's
6 enough to fire you right there on its face. We
7 didn't separate him. We chose to bring him back to
8 work, but in the interim, there was going to be a
9 consequence and something punitive about that.

10 At the same time, we had to deal with the
11 Title 7 issue, which would have happened regardless.
12 If we had terminated him on the 24th, we still would
13 have had Bob Godfrey do the Title 7 investigation,
14 right?

15 Q. So is that --

16 A. So the issue was, the discipline -- the
17 discipline that was given was that unpaid time. The
18 point of that was we didn't know. You didn't go
19 through our process. We are not pleased. There's a
20 negative outcome to that. That is being suspended
21 without pay. If we were unsure of those things and
22 those facts weren't clear, then he would have been
23 suspended with pay.

24 Q. So the investigation then, what was the
25 purpose of the investigation?

1 A. The Title 7 investigation?

2 Q. Is that the investigation that resulted in
3 the January 9th public investigative report?

4 A. Yes. That's Bob Godfrey's investigation.
5 The purpose of that investigation was to ensure that
6 Mr. Cochran in his capacity as fire chief had not
7 treated anyone differently because of the views he
8 espoused in the book, because printing the book and
9 publishing his views opened us to risk that he had
10 treated other people in that same fashion. And we as
11 an employer have to ensure that's not the case.

12 And that investigation -- there's a public
13 component to that that was released, and it said that
14 Mr. Cochran had in fact not operated in a way that
15 negatively impacted others based on the views he
16 espoused.

17 Q. So there's a finding that there was no
18 Title 7 issue?

19 A. That's correct. And we were pleased with
20 that.

21 Q. So then --

22 A. It would have been terrible if there had
23 been a different finding.

24 Q. Did you speak with the chief at any time
25 between November 24th and January 6th, 2015?

1 A. Yes. I spoke with him when Mr. Godfrey
2 contacted him to provide him with an update on the
3 investigation, and I was a party to a call
4 Mr. Geisler made to him concerning his public
5 comments. I did not speak in that call that I can
6 recall. I believe the chief knew that I was on that
7 call, but I was on that call as well.

8 Q. With respect to public comments, when did
9 you first become aware of public comments that the
10 chief had made?

11 A. There was a website link that -- I'm not
12 sure who found it, but it was a website from one of
13 the Baptist Conventions where he had spoken to a
14 group about the fact that he had been suspended, and
15 the reasons he believed he was being suspended for,
16 and how it impacted him, and his testimony of what
17 that meant for him.

18 Q. You don't recall who gave you that link?

19 A. I don't remember who gave me the link.

20 Q. Did you ask for someone to search for it?

21 A. No. I have to be honest, it didn't occur
22 to me that Mr. Cochran would speak. Mr. Cochran has
23 put people on suspension. I sort of expected him to
24 go home and maybe go visit his mom in Louisiana and
25 come back on January 6th and go back to work.

1 Q. Did any other communications come to your
2 attention?

3 A. I'm aware of the videotape, and I believe
4 he spoke in church here, but that's not recorded. I
5 just heard that. It's hearsay because I don't attend
6 that church. I don't know what happened. And that
7 he had begun to really speak about what was happening
8 because we were getting significant communications
9 from the public about their position and how they
10 felt about it.

11 Q. When did those communications begin?

12 A. I don't know the exact day, candidly. I
13 would -- I recall it happening pretty much
14 immediately. I mean, there are people who are very
15 fond of Mr. Cochran, who did not agree with the fact
16 we suspended him, and then there are people who
17 didn't know why we hadn't fired him, and then there
18 were people who had nothing to do with the City, who
19 were sending us e-mail communications, posting on
20 Twitter, Facebook pages, seeking out people in the
21 administration to sort of opine on their point of
22 view.

23 (Exhibit 34 was marked for
24 identification.)

25

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.
Yvonne Cowser Yancy on 02/17/2017

Page 110

1 BY MR. WARDLOW:

2 Q. I'm placing in front of you what will be
3 marked as Plaintiff's Exhibit 34. Exhibit 34 is a
4 four-page document consisting of handwritten notes.
5 Are these your notes?

6 A. They are.

7 Q. These are the notes you referred to
8 before?

9 A. Yes, my messy handwriting.

10 Q. Looking at the first page, would you just
11 read this for me and let me know what it means?

12 A. Based on my recollection, these are the
13 notes I took during the November 24th meeting for his
14 suspension. The first section is talking about who's
15 going to be the interim chief. You know,
16 Chief Baker, Slaughter was an option. You know, we
17 want to be consistent in terms of messaging. We
18 talked about the out of office note he was going to
19 put on to say or refer to Chief Baker.

20 You know, the book was intended to be a
21 tool as part of his spiritual counseling, that he
22 didn't have formal meetings about this book. There
23 were no formal meetings with employees about the
24 book. We had a point to talk about that he had
25 signed it Kelvin, because for him that was sort of a

1 separation, a demarcation of this is not my capacity
2 as Chief Cochran, for example. And he --

3 Q. And that's when he distributed the book?

4 A. He'd given it to people that he said he
5 thought, you know, had his faith. He wasn't sort of
6 just giving it to everybody in the department. He
7 had given it to people that he knew that -- this is
8 what he said. That he'd given it to people that he
9 knew, that he believed shared a viewpoint or would
10 appreciate his viewpoint.

11 He referenced Nina Hickson, and that he
12 talked to her about a faith-based book. You know,
13 the DF is Duriya Farooqui, who had been the COO
14 before. The slash is Geisler. The arrows are the
15 MKR, who is mayor, and that he had not spoken with
16 DF, Geisler, or the mayor about the book. He had
17 talked to Nina. He thought that was sufficient, and
18 that he'd received her approval for the book.

19 And I indicated that Byrd was in the
20 meeting, who is Candace Byrd, who's the chief of
21 staff. That's my sort of messy shorthand. And this
22 obviously doesn't capture everything he said. It's
23 just, you know, a couple of bullets.

24 Q. At the time of this meeting, what did you
25 know about Chief Cochran's giving the book to other

1 folks?

2 A. Well, I knew that it had been distributed
3 somehow because people had it, so I don't know if
4 they bought it on Amazon or what. But Mr. Cochran
5 did tell us that he had given the book to employees;
6 but he had given to employees, per him, that he
7 believed shared his viewpoints because they'd had
8 other conversations or other spiritual conversations,
9 as I mentioned before.

10 We were fully versed in the fact that
11 Mr. Cochran was a man of faith, and so it was not
12 surprising to me or anyone else to know that he
13 talked about faith to other people. He made a point
14 of how he signed the book because he was trying to
15 delineate -- and that was his way of conveying to not
16 just us, but according to Mr. Cochran, to the people
17 he gave the book to, that's how he delineated that
18 this is not, you know, a work requirement sort of
19 thing.

20 Q. He signed it Kelvin.

21 A. Exactly.

22 Q. And did you -- and you didn't hear about
23 the book having been given to any other employee from
24 an employee?

25 A. No. I did not have, at that juncture, any

1 communication with any direct employee who said, oh,
2 I am offended by said book or I got the book. That
3 did not happen. And I ultimately never had a direct
4 conversation with an employee because Mr. Godfrey
5 handled those communications.

6 Q. So turning to the second page of the
7 exhibit. This is dated January 6th, 2015, correct?

8 A. Yes.

9 Q. And that's the date of Chief Cochran's
10 termination, correct?

11 A. Yes.

12 Q. Now, what were the reasons for the
13 decision to terminate Chief Cochran?

14 MR. GEVERTZ: I'm sorry. That was
15 the end of the question?

16 MR. WARDLOW: Yes.

17 MR. GEVERTZ: Object to the form.
18 Speculation.

19 If you can read the mayor's mind, you
20 can try, but you can certainly talk about
21 your understanding.

22 THE WITNESS: Okay. So my
23 understanding, the decision to terminate
24 was because of Mr. Cochran's actions during
25 his suspension, and his continued public

1 discourse about the suspension. His
2 perpetuating the mythology in the
3 suspension, and his employment was at risk
4 because of his faith, which is factually
5 inaccurate. And that he continued to push
6 a narrative that stated that we were
7 impinging -- impugning upon his freedom of
8 religion in the workplace, which is, I
9 mean, just blatantly false. The man had
10 had faith in the workplace for years at
11 that point in time.

12 So it wasn't because of his faith.
13 It was because of his failure to operate
14 appropriately as an employee. And
15 sometimes when you operate outside the
16 guidelines that are clear and define a
17 suspension, you can be terminated as a
18 result of your behavior in the suspension.

19 If we had wanted to fire Mr. Cochran,
20 we would have fired him on November 24th.
21 We didn't want to fire Mr. Cochran because
22 we actually like him. He was really good
23 at his job. He was nationally recognized
24 at it, I might add.

25 And so the fact that he then went on

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.
Yvonne Cowser Yancy on 02/17/2017

Page 115

1 a suspension, that he is familiar with
2 because he put people on suspension, and
3 then talks about not just the suspension
4 itself, which is against our process and
5 policy, and was communicated to him at the
6 time, and he knows because he does it.

7 But to suggest that the City was
8 impugning upon his freedom of religion and
9 that he was in this trial by God because of
10 how he espoused his views was just -- not
11 just offensive, but false.

12 And so we found ourselves explaining
13 that to people continuously when we
14 shouldn't have had to talk about it at all.
15 And the mayor didn't talk about it at all,
16 frankly. And so Mr. Cochran talking and
17 Mr. Cochran going down this narrative,
18 which is mythology that he could not have a
19 viewpoint or a religious perspective or be
20 a man of faith in the workplace is false.
21 And I suspect that's why the mayor wanted
22 to terminate him.

23 BY MR. WARDLOW:

24 Q. Did you have conversations with the mayor
25 about the reasons for the termination?

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.
Yvonne Cowser Yancy on 02/17/2017

Page 116

1 A. I recommended terminating on the 24th.

2 Q. I know. Subsequent to that.

3 A. So I said, gosh, I sure wish you'd
4 terminated on the 24th. It would have been easier.

5 Q. What did the mayor say?

6 A. And he concurred, but he didn't want to
7 fire Mr. Cochran, so we didn't then. But after
8 Mr. Cochran's sort of tour of faith, and continued
9 perpetuation of false statements in public and
10 otherwise, Mr. -- the mayor decided that he wanted to
11 separate Mr. Cochran because there really was no way
12 to come back.

13 You can't spend 30 days on suspension
14 where the direction is don't speak on your
15 suspension, and then talk about it for 30 days,
16 impugning the people you work for, disparage them,
17 have them receive attacks that are unwarranted and
18 unfounded, and then expect to come back and
19 everything is going to be all right. So we're going
20 to have some sort of like cheerful gathering to your
21 return to effective leadership.

22 Q. Can you point to any specific conversation
23 and communications you had from anyone in the public
24 or from any employee about Chief Cochran speaking and
25 impugning the City?

1 A. Well, I think his presentations are
2 recorded, and you can watch the tape. He was really
3 clear that he felt like the City was impugning upon
4 his religious freedom, which is false. We had
5 employees talk about, in the investigation that
6 Mr. Godfrey handled -- they didn't file a Title 7
7 issue, but they had found a lack of trust and
8 confidence in his leadership.

9 And Mr. Cochran, when Mr. Geisler called
10 him, and I was a party to that call, we said, You
11 know, gosh, we asked you not to speak in your
12 suspension, and he said, Well, I'm not speaking about
13 my suspension, I'm giving a testimony to my faith.
14 We said, Yeah, but in that testimony, you're speaking
15 about your suspension, and we don't want you to speak
16 about your suspension. And he said, Okay, well, then
17 the mayor spoke. We said, But the mayor hasn't
18 spoken. That's actually not true. But he's the
19 mayor and he's not on suspension; you are on
20 suspension.

21 And so at that point in time, Mr. Cochran
22 continued to talk about his testimony and weave into
23 the testimony the context of his suspension, which
24 again, is against our policy; a policy that he knows
25 because he enforced it.

1 Q. When was this conversation you're
2 referring to?

3 A. I don't know the date to that
4 conversation, but it was within two or three days of
5 the recording of his speech at one of the Baptist
6 Convention meetings on becoming public. So I would
7 say -- I would venture to assume that happened within
8 two or three days of that.

9 Q. And do you recall anything else about that
10 conversation?

11 A. Mr. Cochran was driving at the time of the
12 conversation. He said he understood that we did not
13 want him to speak on the suspension; that he would
14 speak on his testimony. And we said, You know, we
15 don't have any concern about your testimony as long
16 as it does not include the City of Atlanta and your
17 suspension.

18 And he said he understood that, and then
19 he continued to speak, and we continued to get mail
20 and notes, and people's threats, and people's
21 positions around how we were impugning -- Mr. Cochran
22 demands that we bring him back to work, demands that
23 we apologize to him for how we've treated him.
24 Demands that he should receive his back pay. Things
25 that are just horribly inappropriate and can only

1 come if you're out talking about why you're not at
2 work.

3 Why would someone say, please pay him the
4 money you owe him if you're not talking about why
5 you're not at work? Because we weren't talking about
6 why you're not at work. We were running the shop.

7 Q. Any other reasons for the termination
8 decision that we haven't discussed yet?

9 MR. GEVERTZ: Object to the form.

10 If you can continue to read the
11 mayor's mind, do your best.

12 BY MR. WARDLOW:

13 Q. Let me rephrase that.

14 Any other reasons that the mayor mentioned
15 to you for the termination decision on January 6th?

16 A. Yes. A lack of faith and trust and
17 confidence in Mr. Cochran. And that's a basic tenet
18 for appointment to a role. You have to have some
19 sort of faith in their capacity to lead and their --
20 and some sort of faith and trust in the employment
21 relationship, and at this juncture, it was broken.

22 Q. Anything else?

23 A. I think that's it.

24 Q. Did he expound upon what you just
25 mentioned?

1 A. No, but he was just -- the mayor was
2 really in a terrible place about this. He did not
3 want to, you know, terminate a visible
4 African-American male. He did not want to terminate
5 this highly decorated fire professional, who he liked
6 and admired and had picked to run his department.
7 You know, if you have the number one fire
8 professional in the country working for you, you can
9 only go down from there. So, you know, the backup is
10 not that person. That was upsetting.

11 And I think -- this is my personal
12 opinion. I think he was hurt about where the
13 relationship was at that point because they had had a
14 positive working relationship, and at this juncture
15 after people threaten to kill you, it's hard to get
16 back to a great relationship. That's not how good
17 relationships are maintained. They're broken that
18 way.

19 Q. So who received these communications?

20 A. The City received them. The mayor
21 received them directly. People called the
22 switchboard. People tweeted. I actually closed my
23 Twitter account because of the kind of things that
24 were coming in on the City of Atlanta page and
25 everything else. You know, they came every

1 possible -- there were petitions that came. We had
2 spiritual leaders contact us and make protests. So
3 they came lots of different ways.

4 They did not come to me directly, but
5 certainly I was aware of them, and they were coming
6 through the general -- we had to teach the assistant
7 at the switchboard how to respond when people called
8 and threatened and cursed and threatened to harm her
9 and others. And so the volume of things that came
10 through -- and then of course every stakeholder group
11 had an opinion around what we should or shouldn't do.
12 Employees had opinions.

13 And those things, while interesting,
14 didn't have anything to do with the original issue,
15 which is did you get permission. Because the truth
16 of the matter is, if you'd gotten permission in
17 advance for this book, we would have dealt with the
18 communication plan. We would have had that tucked
19 away. If it ever became a problem, we would have
20 defended you. We would have backed you up. Because
21 at the end of the day, you can have a viewpoint, but
22 you have to get permission to do it. You cannot put
23 us in a negative posture. You cannot put the City or
24 your employer in a place where we're trying to defend
25 your point of view and we don't even know what the

1 point of view is. That's not acceptable.

2 Q. Looking back at Exhibit 34, second page,
3 the one dated January 6th, 2015, from your notes.

4 A. Uh-huh.

5 Q. What is this page referencing?

6 A. This is a summary of the things we
7 discussed at the termination meeting itself. So the
8 first part of my notes talks about Bob. I'm giving a
9 review of the investigation. That we had not found
10 anything where the mayor had given approval.

11 He references the standard of conduct of
12 2-820(d). The book was distributed in the workplace.
13 There was nothing that indicated that Chief Cochran
14 had treated people differently because of the book,
15 but people certainly did not take the book not to be
16 a work activity. When he signed it Kelvin, that they
17 didn't take it as Kelvin. They took it as the chief
18 of the fire department.

19 Q. How do you know that?

20 A. I'm sorry?

21 Q. How do you know that?

22 A. Well, I was in the meeting. I heard him
23 say that so --

24 Q. Oh, and that --

25 A. You were asking what the notes referenced,

1 and I'm telling you that --

2 Q. Okay. So you're just telling me what the
3 notes reference about the conversation.

4 A. Well, now, the notes were just sort of
5 components of the meeting. So you don't want to know
6 the whole meeting? You just want the components I
7 noted.

8 Q. Let's start with the notes.

9 A. Okay. So the notes reference Bob's review
10 of the investigation. Then Geisler talks about that
11 his employment was terminated. The chief said --
12 because he was disappointed -- it was an honor to
13 serve the City; that he regrets the impact this is
14 having on the mayor. He hoped that he could return.
15 He asked for back pay. He had relied -- he relied on
16 the kindness of others, and so he wanted the dollars
17 that we had not paid him back, that remuneration. I
18 don't know the last sentence because it's not copied
19 on this page. It's sort of broken off.

20 Q. If you look at the bottom of the notes
21 where you have a one and it's circled?

22 A. Uh-huh.

23 Q. And it says -- what does that -- can you
24 read that?

25 A. I think it's referencing the cash advance.

1 He'd relied on others during this time, and so he
2 wanted his money back.

3 Q. Okay. And if you look at the top of the
4 notes where it says -- talking about Bob's
5 investigation.

6 A. Yes. Bob reviews investigation. Mayor
7 approval. Hidden -- hidden disregard, standard of
8 conduct, book distributed, workplace incidents, no
9 incidents. I can't -- I don't know the last word,
10 something about the workshop, sections of the book
11 that were -- of the draft weren't -- the book was not
12 distributed as a draft. It was distributed to staff
13 for distribution, so selection of staff for
14 distribution is what that star means.

15 Sorry, my handwriting's messy. I worked
16 for an internist in high school. It sort of went to
17 hell at that point.

18 Q. So do you recall anything else about the
19 termination meeting on January 6, 2015?

20 A. Oh, absolutely, because this doesn't
21 capture it.

22 Q. And the notes do continue on the next
23 page.

24 A. Yeah, the notes continue. Mr. Cochran
25 talked about his sadness at this being the outcome;

1 that he did not want this. He wanted his money back.
2 He wanted to continue in his -- in his capacity. He
3 had been in the fire service for 34 years. That he
4 would lose his life for really anyone, the whole --
5 you know, run into a burning building, which is true.
6 I mean, the reality is if you're a fire professional,
7 you don't have any discernment of who you're saving.
8 And so he talked about that, that he would die, he
9 would give his life, if that were the case.

10 He did not accept the feedback from Bob's
11 investigation specifically to employees not having
12 trust in his leadership, but he did not -- he
13 rejected that. That was not his experience. That
14 was not his perspective. He did not accept the
15 answer from Nina Hickson that she had not given
16 permission for the book.

17 The discussion around whether Nina could
18 even give permission didn't happen because
19 Mr. Cochran believed Nina giving permission was
20 sufficient. Ms. Hickson said that she did not give
21 permission.

22 We talked about, or rather Mr. Cochran
23 talked about that we talk about God in the workplace.
24 You can talk about God in the workplace. He
25 referenced the Pledge of Allegiance. We say the

1 Pledge of Allegiance under God, and that, you know,
2 we do have a culture of God in our workplace of life,
3 liberty, and the pursuit of happiness.

4 And I asked him, why did you speak and --
5 because that was the crux of the problem, the
6 suspension. He spoke on his suspension about the
7 suspension, which explicitly you cannot do, and we
8 talked about in the prior meeting. And Mr. Cochran
9 knows because he's suspended people. And what he
10 said was that he gave his testimony; that he did not
11 speak about his suspension. He gave his testimony
12 about his faith and that the mayor and Ann, who's the
13 director of communications, had spoken. It was the
14 mayor and Ann --

15 Q. I'm sorry?

16 A. -- had spoken. So his answer was, he
17 didn't speak but the mayor did speak. And the answer
18 is, the mayor's the mayor. He's not on suspension.
19 You are. And so his response to why did you speak
20 was a question I asked specifically, was that he had
21 given his testimony, that he hadn't spoken about the
22 suspension, but the mayor and Ann had.

23 Q. So you don't know whether the
24 communications that the City received about this
25 suspension issue were the result of Chief Cochran

1 speaking to people or the mayor or Ann speaking to
2 people?

3 MR. GEVERTZ: Object to the form.

4 THE WITNESS: Well, I know now.

5 BY MR. WARDLOW:

6 Q. You don't know; is that correct?

7 A. Well, no, I do know. There is an e-mail
8 chain where Mr. Cochran's signing off on a PR
9 strategy about, you know, the attack on the City and
10 the mayor, so -- and now I know that Chief Cochran
11 was involved in that. I didn't think at the time --
12 I would have thought because religious freedom was a
13 hot topic, that people would have just got hired up.
14 Now I know it was actually a concerted effort, a
15 planned, effective strategy that did not result in
16 him returning to work. And there are e-mails that
17 Chief Cochran's a party to, but --

18 Q. I'm not sure that you're characterizing
19 the e-mails properly, but --

20 A. Well, you can assess them. I have my own
21 ideas, though.

22 Q. You say --

23 A. Sorry.

24 MR. GEVERTZ: Object to the form of
25 the speech. Let's move on.

1 THE WITNESS: You can have an opinion
2 of the e-mail. My opinion of the e-mail is
3 that Mr. Cochran was fully aware that there
4 was a full-scale PR attack on the City of
5 Atlanta and the mayor with the attempt to
6 return him to work and to seek an apology.

7 BY MR. WARDLOW:

8 Q. No, my question was --

9 A. And Mr. Cochran was fully engaged in that.
10 At the time I didn't know that, but I know it now,
11 and I'm disappointed because I expected more from
12 him.

13 Q. That's something that you didn't know at
14 the time?

15 A. Not at all, but I know now --

16 Q. And you know it now.

17 A. -- and I'm disappointed, absolutely,
18 because I expected more from him. Mr. Cochran was
19 someone I held in high regard --

20 Q. Well, that wasn't --

21 A. -- who I thought had the same regard for
22 us, and that was not the case.

23 Q. But that wasn't the reason for the
24 termination because you didn't know anything about it
25 at the time?

1 A. No. The reason for termination was
2 Mr. Cochran talked about the suspension, and
3 Ms. Cochran lost the trust of the person that he
4 worked for, which is a fundamental requirement to
5 appointment, the trust of the appointing entity,
6 which he no longer had.

7 Q. At the time of the meeting, you believe
8 that the chief had spoken about the suspension --

9 A. Absolutely.

10 Q. -- and the mayor and Ann had spoken about
11 the suspension, correct?

12 A. The mayor and Ann had not talked about the
13 suspension. The mayor did not speak about the
14 suspension, and that's recorded and documented.

15 Q. What did he speak about?

16 A. Mr. Cochran believes he did, but the mayor
17 did not. And it actually took an enormous amount of
18 strength not to speak about it, but he did not.
19 Mr. Cochran did not hold up his end of the bargain.

20 We took a lot of heat for Mr. Cochran. We
21 were besieged by people because of Mr. Cochran. We
22 intended to bring him back to work. I contracted to
23 do sensitivity training with the vendor. We had a
24 plan, a course of action, a communications strategy,
25 all of which went out the window. Mr. Cochran's

1 testimony included his suspension.

2 Q. Could you interpret for me the last line
3 of the third page of the exhibit, and then it
4 continues on to the next page?

5 A. Restitution for lost wages. Next page.
6 Statement forwards and afterwards. So I believe I'm
7 referring to the statement we've got to give to the
8 department and how to handle things next. And then
9 it marches down, but I began talking to Mr. Cochran
10 about his benefits, what would happen, all the things
11 that happen when you are separated from work.

12 Q. Do you recall anything else about the
13 meeting that you haven't told me?

14 A. It was just upsetting, just to be honest.
15 That's not clear in this conversation. Mr. Cochran
16 is someone that I respected and someone that I
17 enjoyed working with. And it's never a positive
18 experience to terminate someone's employment, and
19 someone's life work because it impacts them, and it's
20 a negative impact. But my job is to operate on
21 behalf of the entity, and I had complete clarity that
22 that termination of Mr. Cochran would lead to just a
23 bottomless pit of communications, and the ongoing
24 sort of attack on not just the mayor but the City,
25 the notion of religious freedom in the workplace or

1 lack thereof, and just effective leadership.

2 I also knew that he could not return to
3 his job, and that the people that reported to him did
4 not have faith in him, and that it was untenable and
5 I was just really disappointed; and I think everybody
6 was sad. Mr. Cochran was sad. Bob Godfrey was sad.
7 Mike Geisler could barely get it out. I mean, it was
8 just a terrible conversation.

9 Q. Could you look at the third page of your
10 notes, Exhibit 34.

11 A. Yes.

12 Q. And just without commenting on it because
13 the handwriting is somewhat difficult to read --

14 A. It's very messy.

15 Q. -- if you could just read for me what it
16 says from the top of the page down to the bottom.

17 A. This is a continuation of Bob Godfrey's
18 summary to Mr. Cochran -- I'm sorry, no it's not.
19 This is Mr. Cochran's -- a summary of Mr. Cochran's
20 comments --

21 Q. Okay. And so what does it say there?

22 A. -- and response to Mr. Cochran. On the
23 issue of giving book to mayor -- I don't know what
24 that word's supposed to be -- instead of -- oh, that,
25 something about Christmas, he'd given it to him at

1 Christmas. That he talked about -- he referenced a
2 communication he'd had with the mayor about this
3 ten-day fast that they'd talked about, that they had
4 a prior established relationship actually talking
5 about faith and that he -- he referenced this
6 conversation they'd had about doing a fast in their
7 sort of spiritual walk, if I recall correctly.

8 He said he gave the book to people who he
9 had a Christian relationship with, that it was less
10 than \$25. There's a gift rule at the City that you
11 can accept a gift if it's less than \$25, or if it's
12 more than \$25, you have to -- you have to report it.
13 So it was not anything that had to be reported by
14 people.

15 Q. Okay.

16 A. He had 34 years of experience. That he
17 would lose his life for people regardless of their
18 faith. We don't ask, you know, who is making a 911
19 call. We respond to a 911 call, and that we'll die
20 if we have to, so he's referring to his experience as
21 a fire professional, and frankly, his commitment to
22 his life's work.

23 That the culture of the department -- that
24 he'd been objective, that he was pleased that we had
25 not found a Title 7 issue -- I didn't reconcile some

1 of my notes -- but he was referencing a report that
2 he could not accept the other feedback. He could not
3 accept the feedback that people would not follow his
4 leadership.

5 And then the pledge under God, the
6 allegiance we're talking about, and Chief Cochran was
7 talking about, the fact that we have God in our
8 workplace, that we operate in faith. Because we
9 pledge allegiance under God, that's in fact the same
10 as creating a culture of God. And that, you know, we
11 talk about liberty and life and the pursuit of
12 happiness, and part of the fundamental principles of
13 our country in the Constitution.

14 And so, you know, Mr. Cochran's response
15 to the report and to this notice that he was being
16 separated was that, you know, he could pursue his
17 faith, that we use faith in the workplace. And that,
18 frankly, he was a committed, lifelong, passionate man
19 about fire protection and fire services, which
20 frankly, I think everyone agreed with in that
21 meeting.

22 Q. So what were all the reasons that were
23 communicated to Chief Cochran at the meeting for his
24 termination?

25 A. I believe you'll have to ask Mike Geisler

1 for the specific line, but I believe what was
2 communicated was your services are no longer needed
3 because he's an at-will employee. So we did not go
4 through the 17-bullet point around let me explain to
5 you all the reasons why you can't come back. We
6 said, we decided to go in a different direction.
7 Your services are no longer needed.

8 Q. Did you -- did someone in the meeting tell
9 him -- tell Chief Cochran that people would not
10 follow his leadership?

11 A. Yes. Mr. Godfrey gave Mr. Cochran and the
12 group the overview of the investigation, which was
13 something we had promised in the November 24th
14 meeting, that he would receive that investigation,
15 and we made it clear that there would be a public
16 component to the investigation.

17 The investigation was done by Mr. Godfrey,
18 who of course is an attorney. It's a privileged
19 document, but there would be a public disclosure of
20 the outcome of the investigation; and we wanted
21 Mr. Cochran to know that and to know what it was
22 going to say.

23 And it was going to say that he had, in
24 fact, to our knowledge, not treated anyone
25 differently under Title 7 because of his faith he

1 espoused or his beliefs he espoused. It was also
2 going to say that the members of the department did
3 not -- had expressed they did not feel they could
4 serve under his leadership.

5 And so, you know, it was important for
6 Mr. Cochran to be aware of that, and that was a part
7 of what we promised. In our normal practice if
8 there's an investigation about you, or that you're a
9 party to, you get an update on the investigation.

10 MR. GEVERTZ: Let me go ahead and ask
11 what the lunch plan is because it's 12:40.

12 MR. WARDLOW: I don't think I am
13 going to take a lot more time, so --

14 THE WITNESS: I can keep going if you
15 can keep going.

16 THE VIDEOGRAPHER: The time is now
17 12:40 p.m. We're off the record.

18 (A lunch recess was taken.)

19 THE VIDEOGRAPHER: The time is now
20 1:50 p.m. We are back on the record.

21 BY MR. WARDLOW:

22 Q. You mentioned before that you received
23 e-mails from union folks and from others around the
24 time of the suspension or before?

25 A. Uh-huh. Yes.

1 Q. Who received those?

2 A. I received, I think it was an e-mail. We
3 had a conversation. Stephen Borders was the fire
4 president, the fire union president, and received a
5 copy of an e-mail from another employee because --
6 articulating her concern about the book, and that she
7 had received the book.

8 And then there were just communications
9 from the general public that came in that I'm aware
10 of. They didn't come to me directly, but I am aware.
11 They came to the mayor's office and to other sort of
12 communication portals. Council members had
13 questions. The media had questions. There was quite
14 a bit of discourse and/or concern, depending on your
15 point of view, concerning the suspension.

16 (Exhibit 35 was marked for
17 identification.)

18 BY MR. WARDLOW:

19 Q. Placing in front of you what will be
20 marked as Plaintiff's Exhibit 35. This is a
21 single-page document entitled Separation Notice,
22 correct?

23 A. Yes.

24 Q. Is this in fact the separation notice that
25 was given to Chief Cochran?

1 A. I don't know if it was given in the
2 conversation, but it was provided to him in some
3 fashion, yes.

4 Q. Was there a letter that accompanied it?

5 A. I don't recall.

6 Q. The termination letter?

7 A. I don't recall there was one. I don't
8 believe so, but I don't remember.

9 Q. You're not sure either way?

10 A. No.

11 Q. Would there typically be such a letter?

12 A. Not always. If you're unclassified, we
13 aren't compelled to produce any documentation, so.
14 But we are compelled by the state to produce a
15 separation notice, so.

16 Q. This is a state required form?

17 A. Yes, absolutely.

18 (Exhibit 36 was marked for
19 identification.)

20 BY MR. WARDLOW:

21 Q. I'm placing in front of you what will be
22 marked as Plaintiff's Exhibit 36. This is an e-mail
23 to Melissa Mullinax, but the body of the e-mail is a
24 press release dated January 13th, 2015 --

25 A. Uh-huh.

1 Q. -- entitled "City of Atlanta Releases Law
2 Department's Investigative Report of Kelvin Cochran."

3 A. Yes.

4 Q. Do you recognize this news release?

5 A. I do.

6 Q. Did you have anything to do with the
7 preparation of this news release?

8 A. No, but I received a copy of it before it
9 went out.

10 Q. When did you receive a copy?

11 A. I don't know exactly when. I mean, it was
12 the communications department put it together in
13 consultation with the law department.

14 Q. And who sent you the copy?

15 A. I don't know if was sent to me. Of
16 course, I received a hard copy of it, and I received
17 a copy of this report before it was distributed
18 publicly.

19 Q. Were you involved in the drafting of it?

20 A. No. They asked my opinion of the draft
21 they put together. I did not write this release. I
22 don't know who in communications wrote it, but
23 someone in communications wrote it.

24 Q. What did you tell them about your opinion
25 of the draft?

1 A. I don't like talking about employment
2 matters. My answer's always, we don't talk about
3 employment matters. So I don't like talking about
4 employment matters. I think they're private. The
5 fact that we're in government shouldn't change that,
6 so my position is generally to say nothing.

7 Q. And that's what you recommended?

8 A. Absolutely.

9 Q. And they didn't take that recommendation?

10 A. Not at all, as these three pages show.

11 Q. Did they indicate to you why they weren't
12 going to take your recommendation?

13 A. We had to release the report. I mean,
14 Mr. Cochran was an exceptionally visible member of
15 our team. We indicated there would be an
16 investigation. We could not leave his separation
17 without releasing data about the investigation
18 itself. And given the amount of public inquiry about
19 the book, about Mr. Cochran, about what happened, the
20 misinformation about the book and Mr. Cochran and the
21 process, the mayor felt strongly there had to be some
22 communication that clarified what our process was,
23 why we had a process, and the fact that, you know,
24 we're at-will and judgment matters.

25 Q. Is everything, to your knowledge, in the

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.
Yvonne Cowser Yancy on 02/17/2017

Page 140

1 release truthful and accurate?

2 MR. GEVERTZ: Object to the form.

3 THE WITNESS: I'm not an expert in
4 every category of this to --

5 BY MR. WARDLOW:

6 Q. To your knowledge.

7 A. Based on what I'm aware of, yes, I believe
8 this is an accurate state -- an accurate statement of
9 the facts.

10 (Exhibit 37 was marked for
11 identification.)

12 BY MR. WARDLOW:

13 Q. I'm placing in front of you what will be
14 marked as Plaintiff's Exhibit 37. This exhibit is a
15 multi-page document. On the cover page it says City
16 of Atlanta Employee Handbook, correct?

17 A. Yes.

18 Q. Is this a -- take a look at the document
19 and tell me if this is a copy of the employee
20 handbook that was in place at the time of Chief --
21 during Chief Cochran's tenure and the time of his
22 suspension and termination?

23 A. I believe this is copy of the handbook
24 that was currently in force at the time, yes.

25 Q. Is there a book club at the City?

1 A. There is. It is exceptionally great.

2 Q. Is that run through the human resources
3 department?

4 A. It is, and we're so proud of it.

5 Q. Who's in charge of it?

6 A. Well, I mean, it's under my umbrella, so
7 ultimately I'm in charge of it, but there's a
8 gentleman named Jamar Brown, who works for us who's
9 really the point person of the book club.

10 Q. So tell me what the book club does.

11 A. The book club encourages literacy. The
12 City had a federal order sometime in the '90s, maybe
13 early 2000s, to ensure that our employees were in
14 fact literate because we in fact had an issue around
15 literacy, and there was difficulty reading the actual
16 water meters. There was a water meter federal
17 settlement that included us saying that we would
18 ensure people in fact were literate.

19 The City as a result changed its
20 employment process to require a GED for employment.
21 That was not the case before then. And we had lots
22 of employees who did not have GEDs or high school
23 diplomas, and so we instituted a literacy program
24 where we continue to help people get their GED if
25 they don't have it, for incumbents who were hired

1 before the requirement.

2 And also, just general literacy skills,
3 because we have a percentage of our population that
4 is in various degrees of functionality on literacy.
5 The book club, which started well before I got to the
6 City, is a part of supporting that.

7 So when I joined the City in 2011, it had
8 sort of waned around interest. They didn't have
9 particularly interesting authors. The lunch was the
10 same lunch they served at the jail. People didn't
11 want the jail lunch. And so I figured out a way to
12 fund lunches outside of tax dollars through, you
13 know, one of our providers.

14 And I talked to Jamar about it, the guy
15 who's in charge. And so we thought we would try to
16 get like authors people would be excited about. And
17 so Jamar called Terry McMillan in a cold call, who at
18 the time was a New York Times best-selling author.
19 And after she laughed at us about coming to City Hall
20 to read to employees, she agreed to come in between
21 her other pit stops. And we sold more books in that
22 book signing than she did in the Barnes & Noble book
23 signing later. So the publishers like us too.

24 So now we get nominations from people
25 about authors to come. We get notices from

1 publishers on who's going to be in town. We don't
2 pay anyone. All we have is the joy of us, and like a
3 plaque from the mayor maybe or city council thanking
4 you for coming. And people really have like meetings
5 and read the book and discuss it, and it's sort of
6 like this little, this time out from the monotony of
7 the joy of civil service to talk about stuff you
8 wouldn't normally get.

9 So when Marcus Samuelsson was the cook at
10 Restaurant Eugene for \$200 a head, we had the same
11 meal samples cooked in city hall with the fire
12 department's permission, because it was fire in the
13 building. And so, you know, it gives people an
14 opportunity to touch stuff they will not get to do.
15 And so it's fantastic. I love it. We had one today
16 as a matter of fact.

17 Q. A break from the monotony -- the monotony
18 of the joy of civil service.

19 A. I was just saying. You get to see people
20 you see on TV in person --

21 Q. That's good.

22 A. -- right? It's pretty cool.

23 Q. So books are nominated --

24 A. Yes.

25 Q. -- and then they're put on for sale? Who

1 ultimately selects the books?

2 A. I select them with Jamar. People send us
3 suggestions. There's actually an e-mail
4 distribution. When publishers send you on your book
5 tour, they typically have handlers in each city, so
6 Angela Levine is a handler for Atlanta, across many
7 publishers. She's got an e-mail that says, Hey, here
8 is an author who is coming in the next, you know, 120
9 days; here's where they're going to be.

10 So we try to pick things that are
11 interesting, that are different. We have a really
12 eclectic group of employees, so we've had everything
13 from, you know, Phaedra Parks from Real Housewives to
14 Joshua DuBois talking about The President's
15 Devotional, to The Sky talking about how to follow
16 your dreams, who started a movie company.

17 Today the author is talking about
18 Air Atlanta, which is the first African-American
19 owned airline in the country, and the success and
20 failure of it.

21 We've had just really interesting -- Pearl
22 Cleage came and read poetry. Pat Russell-McCloud
23 really gave this inspirational talk and sold this
24 daily journal. You can, you know, find words of
25 inspiration to help you get through planning your

1 future.

2 It's just very, very interesting. We had
3 Dwyane Wade talk about being a young father, who
4 brought young fathers to that. It's great. Love the
5 book club.

6 Q. And do you have lunch meetings in the city
7 council chambers or --

8 A. It varies. Typically it's in the old
9 council chamber. We got it down to about an hour and
10 15 minutes including questions, signing, if you
11 bought a copy, and picking up your lunch. So, yeah,
12 you do have to work, so I can't keep you hostage in
13 the book club. So we have a pretty tight process to
14 get things through.

15 Q. So one of the books was Misadventures of
16 Awkward Black Girl; is that right?

17 A. Absolutely, it's right. That was actually
18 in the atrium because all the other space was taken.
19 And it happened the week they announced her HBO deal,
20 so no one knew who the heck she was. If we brought
21 her now, we'd have a totally different response.

22 Q. That's Lena Dunham is the author?

23 A. No. Issa Rae is the author.

24 Q. Oh, I'm sorry.

25 A. But she --

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.
Yvonne Cowser Yancy on 02/17/2017

Page 146

1 Q. Issa Rae.

2 A. Yeah, but she's got this show on HBO now,
3 which is, I mean, a complete hit, but --

4 Q. Insecure?

5 A. Yeah. We brought her the week the show
6 was being announced, so no one -- people were like
7 who is this person, why are you bringing her. And so
8 now of course if you went, you have this very
9 valuable book signed by her.

10 Q. You mentioned The President's Devotional
11 was another book?

12 A. Yes. Joshua DuBois. He was fantastic.
13 That was in council chambers.

14 Q. And then Myself, Inside Out?

15 A. That's Pat Russell.

16 Q. Okay.

17 A. She has a -- she's a national
18 inspirational, motivational speaker. She has this
19 whole thing about, ring, the alarm clock, wake up,
20 what are you doing with your life. It's great.

21 Q. Then let's see here. La La Anthony's The
22 Love Playbook: Rules for Love, Sex, and Happiness?

23 A. Yes, exactly. She's married to an NBA
24 player. She used to be an MTV VJ when we had videos
25 on MTV, which doesn't happen anymore. So she's sort

1 of a national figure, and she's talking about your
2 love life and how to have a great one, and how to
3 hold yourself with certain values. It was great.

4 Q. And so you advertise these things through
5 e-mail, flyers put out?

6 A. Yeah, e-mail, flyers, posters.

7 Q. And you select the books, ultimately?

8 A. Well, yeah, but we look up who's -- people
9 actually have to say yes. We've invited a lot of
10 people who said no.

11 Q. Oh, authors have to say yes --

12 A. They have to agree. Sanjay Gupta couldn't
13 come and Ian Smith could come, so we ended up having
14 like this partnership with Ian on health for three
15 years because of that. If Sanjay had come, we never
16 would have had Ian Smith at all.

17 MR. WARDLOW: I think we're all done
18 then.

19 THE WITNESS: All right. Cool.
20 Thank you.

21 MR. WARDLOW: All right. Thanks.

22 THE REPORTER: Do you have any
23 questions, Mr. Gevertz?

24 MR. GEVERTZ: Much as I would like to
25 ask Yvonne a number of questions under

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.
Yvonne Cowser Yancy on 02/17/2017

1 oath, I will take a pass.

2 THE WITNESS: Oh, thank you.

3 THE VIDEOGRAPHER: This concludes
4 Media Number 2 in the video deposition of
5 Yvonne Yancy on February 17th, 2017. We're
6 off the record at 1:03 p.m.

7 (Deposition was concluded at 1:03 p.m.)

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E R R A T A S H E E T

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To assist you in making any such corrections, please use the form below. If supplemental or additional pages are necessary, please furnish same and attach them to this errata sheet.

- - -

I, the undersigned, YVONNE COWSER YANCY, do hereby certify that I have read the foregoing deposition and that to the best of my knowledge said deposition is true and accurate (with the exception of the following corrections listed below).

Page_____ Line_____ should read:_____

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KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.
Yvonne Cowser Yancy on 02/17/2017

1 Page _____ Line _____ should read: _____

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10 Page _____ Line _____ should read: _____

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19

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20

_____, Notary Public.

21

This _____ day of _____, _____.

My Commission Expires:

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C E R T I F I C A T E

G E O R G I A :

F U L T O N C O U N T Y :

I hereby certify that the foregoing deposition was reported, as stated in the caption, and the questions and answers thereto were reduced to the written page under my direction; that the foregoing pages 1 through 148 represent a true and correct transcript of the evidence given. I further certify that I am not in any way financially interested in the result of said case.

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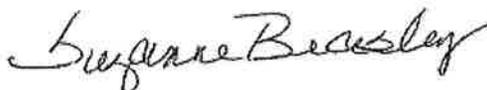
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KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.
Yvonne Cowser Yancy on 02/17/2017

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14 case.

15 This, the 1st day of March, 2017.

16
17 

18 _____
19 SUZANNE BEASLEY, B-1184
20 My commission expires on the
21 24th day of August, 2018.
22
23
24
25

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.

Yvonne Cowser Yancy on 02/17/2017

Index: \$200..480 444-0020

	10:02	4:7	2-820 (d)	116:13,15
Exhibits				
	10:43	46:7	83:17	30-day 42:1
			122:12	44:17
YANCY EXH 33	10:47	46:10	20 38:8	47:10,14,
2:12 17:7,	11	67:14	53:4	15 71:21
12		78:17		73:1,15
YANCY EXH 34		80:23	2000s 141:13	76:3
2:14		85:19	2007 10:3	
109:23	114	73:2	2010 53:1	30305 9:10
110:3			2011 11:21	30326 3:13
122:2	114-528		2011 11:21	31 39:8
131:10	71:24 73:8		17:16	3242 9:8
			142:7	
YANCY EXH 35	11:26	80:16	2014 44:13	33 17:7,12
2:16	11:44	80:20	72:10,16	34 109:23
136:16,20	120	144:8	2015 72:10,	110:3
			17 107:25	122:2
YANCY EXH 36	12:40		113:7	125:3
2:18	135:11,17		122:3	131:10
137:18,22	13th 137:24		124:19	132:16
	15 145:10		137:24	
YANCY EXH 37	1600 3:13		2017 4:6	35 136:16,
2:20			148:5	20
140:10,14	17-bullet		21st 53:1	36 137:18,
	134:4		24th 44:13,	22
			23 91:9,13	37 140:10,
\$	17th 4:6		106:12	14
	148:5		107:25	
\$200 143:10	1:03 148:6,		110:13	4
	7		114:20	
\$25 132:10,	1:15:cv-00477		116:1,4	404 221-6512
11,12	4:5		134:13	3:14
	1:50 135:20			4166 53:19,
				23
0				
07 10:3				
11:13				
1	2		3	
				4167 54:1
1 4:2 80:15	2 80:19		30 47:11	480 444-0020
	148:4		75:23	

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.
Yvonne Cowser Yancy on 02/17/2017

Index: 5th..actual

3:6	76 78:21	58:9,25	acquisition
	80:24	63:16 67:4	10:25
<hr/> 5 <hr/>		72:7 79:16	action 30:22
5th 17:16	<hr/> 8 <hr/>	87:22,25	33:14,16
	8 38:15	124:20	34:6
<hr/> 6 <hr/>	67:5	128:17	57:16,17,
	820 (d) 81:22	129:9	22 58:18,
6 72:16,17	85260 3:6	137:17	20 59:7,10
124:19		139:8	68:22
		145:17	71:22,23
6th 72:10	<hr/> 9 <hr/>	accept	73:10
76:6		125:10,14	129:24
107:25	9 44:10,12	132:11	actions
108:25	71:17	133:2,3	56:11
113:7	90 16:11	acceptable	57:21,24
119:15	903 9:9	26:20	60:17,18
122:3	90s 141:12	38:10	64:8 65:17
	90th 3:5	68:21	73:3 85:11
<hr/> 7 <hr/>		122:1	86:21
7 49:22	911 132:18,	accepted	98:20
62:2,13	19	105:10	113:24
68:13 74:8	99 10:6	accompanied	actively
76:1 85:25	9th 107:3	137:4	21:9
87:13,15		accomplished	activities
93:18	<hr/> A <hr/>	85:14 87:5	12:15
94:19		account	68:14
97:20	a.m. 4:7	14:13	activity
98:8,9,16,	46:7,10	120:23	26:15
21 99:9,24	80:16,20	accurate	31:10
100:2,5	ability 6:19	91:11	43:23,24
101:12	absolute	140:1,8	48:24
102:4,5	103:5	accurately	95:19
106:11,13	absolutely	7:7	122:16
107:1,18	7:4 15:8	acknowledged	actual 19:5
117:6	45:16 52:5	17:19	51:10 55:9
132:25			141:15
134:25			

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.

Yvonne Cowser Yancy on 02/17/2017

Index: applies..attorney

78:24 79:1	81:16	94:15	17 27:8
applies 73:8	83:9,11	articulates	38:10
apply 73:12	85:10	59:23	43:15 44:1
appointed	87:22,23,	articulating	64:5,7
58:13	25 90:6,	136:6	70:18
59:13 61:9	10,21	Ashland 11:6	71:25
appointing	91:19,20	aspect 99:7	79:4,6,20
61:14	101:21	assess	81:1,4,7
129:5	111:18	127:20	82:16,24
appointment	122:10	assessed	84:1 98:17
18:23	124:7	16:7	118:16
19:8,10	approve 38:5	assigned	120:24
61:10,11	53:10	13:1 16:6	128:5
119:18	81:14,23	assistance	138:1
129:5	83:13 84:5	12:17	140:16
appointments	86:11,12,	13:23	144:6,18
18:25	13 90:19	atrium	145:18
appreciated	91:13	attack 127:9	128:4
33:2 34:3	approved	128:4	130:24
apprised	27:10	attacks	116:17
74:16	37:19 67:2	attempt	128:5
appropriately	79:14	attend 109:5	
22:6 33:4	82:17 84:7	attention	22:7 109:2
42:21 57:8	90:15,16	attorney	24:19
114:14	91:8	32:23	34:11,19
approval	approves	39:24	40:6,18,22
19:11 33:6	90:19	42:2 67:20	
43:6,9,17	104:9		
48:24	April 11:21		
49:16	areas 94:3		
50:14,20,	Arizona 3:6		
24 51:15	arrows		
56:19 67:9	111:14		
77:12	articulated		
	60:24 87:1		

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.

Yvonne Cowser Yancy on 02/17/2017

Index: author..behavior

101:2	128:3	backing	106:5
134:18	135:6	90:21	bases 48:17
author	136:9,10	backup 120:9	90:4,23
142:18	140:7	badge 76:14	basic 47:21
144:8,17	awareness	Baker 3:11	59:14
145:22,23	68:18	48:10,13	84:21 85:5
authored	Awkward	71:4	87:2
38:21	145:16	76:17,20	119:17
authoring		110:16,19	basically
54:10	B	ball 86:24	67:8
authority	back 11:13	bank 11:15,	basis 29:11
42:22 58:4	20:19	16	38:1 57:17
61:11	23:19,21	Baptist	Bates 53:4,
authorize	32:14	108:13	18,23
80:7	46:10,12	118:5	Beam 13:24
authors	53:23	barely 131:7	Bearman 3:11
142:9,16,	60:12 67:5	bargain	Beasley 4:10
25 147:11	70:9 71:17	129:19	began 130:9
aware 15:3	76:15	Barnes	begin 33:4
19:14	80:20	142:22	74:5
23:3,7	84:20	based 11:7,	97:24,25
25:4 26:6,	105:6,13	10 29:9	109:11
7 27:10	106:7	56:7 57:24	beginning
28:22 29:4	108:25	59:19	4:2
30:15	116:12,18	64:23	begins 80:18
32:24,25	118:22,24	81:24 89:3	97:22
33:13,23	120:16	91:5 98:13	begun 109:7
36:24 38:9	122:2	99:17	behalf 3:2,
42:16 43:8	123:15,17	100:3	10 19:6
49:6 56:11	124:2	101:9	36:7
65:14	125:1	107:15	130:21
74:12 99:9	129:22	110:12	behavior
108:9	134:5	140:7	114:18
109:3	135:20	baseline	
121:5	backed		
	121:20		

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.
Yvonne Cowser Yancy on 02/17/2017

Index: beliefs..book

beliefs 49:9	70:2	15 91:4	13,19
61:20,23	bigger 23:3	96:5 104:9	32:8,12,
62:11,25	biggest	board's	17,25
63:6,21,22	70:17	58:13	33:1,7
64:15	bit 5:14	Bob 42:2	34:12
65:22	36:17 74:4	67:21	35:9,19
66:2,14,17	136:14	74:10	36:25
68:4,7	Black 145:16	77:2,22	37:20,24
69:5,8	Blackberry	93:19	38:4,19,
80:10 92:1	14:8,9	100:13	21,24
93:25	blank 52:19	106:13	39:3,5,8,
98:13	53:12	107:4	14,16,18,
99:10	blatantly	122:8	21,23,25
135:1	114:9	124:6	40:1,3,4,
believed	blind-sided	124:6	5,7,11,12,
108:15	31:9	131:6,17	13,15,18,
111:9	board 32:21	Bob's 123:9	19,24
112:7	43:6 50:18	124:4	41:2,4,5,
125:19	51:14	125:10	19 42:17
believer	55:7,10	body 137:23	43:11,25
94:11	56:2,10,19	book 19:15,	44:1,2
believes	57:4,5,18,	17 20:10,	47:4 48:25
129:16	22 58:8,9,	12,19,23	49:5,12
benefits	12,19,24	21:4,12,20	51:17,19
12:16	59:3,21	22:5,8,21	52:18
13:21	60:1,16,17	23:19,24	54:11
130:10	61:6 75:16	24:5 25:1,	55:10,12,
Berkowitz	77:14	3,4,6,13,	19 56:3
3:12	81:21,23	15 26:1,3,	63:15,19,
besieged	82:13	5,6,7,9,	20 64:4,6,
129:21	83:10	12,13,16,	7,23,24,25
best-selling	86:11	18,19,23	65:8,13,
142:18	89:12,16,	27:9 28:1,	14,15,21,
big 21:5	22,25	8 29:10,	23 66:4,25
23:2 32:22	90:6,9,10,	16,19	67:2,3,6,7
		30:14,25	75:5,7,9,
		31:4,5,7,	11,12,14
			78:19

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.

Yvonne Cowser Yancy on 02/17/2017

Index: book's..C-o-w-s-e-r

79:12,13,	113:2	44:5	broken
15 80:9,23	121:17	51:19,20	119:21
81:4,6,12,	122:12,14,	93:5 112:4	120:17
14 82:2,6,	15 124:8,	145:11	123:19
9,19,23	10,11	Bradford	brought 21:4
83:3,4,14,	125:16	13:22	29:16
21 85:18,	131:23	Brandon 3:17	39:25
22,23	132:8	4:8	69:24 78:2
86:5,7,8,	136:6,7	Brantley	102:22
9,10,11,	139:19,20	3:17 4:8	103:16
12,13,15,	140:25	break 6:7,10	104:3
19,25	141:9,10,	46:3,13	145:4,20
87:9,14,	11 142:5,	78:13	146:5
20,22,23	22 143:5	80:13	Brown 141:8
90:11,12	144:4	143:17	budget 16:14
91:8,14,21	145:5,13	break's 46:5	building
92:18,21,	146:9,11	breakfast	92:5,6
24 93:2,7,	book's 26:4	21:7,23	125:5
10,11,14,	books 56:19	27:14,16,	143:13
17 94:1,8,	81:20	19,24 28:2	bullets
9,13,14,22	104:9	29:9 33:3,	111:23
96:4,22,23	142:21	15,19 34:8	burning 92:5
98:14	143:23	35:9,12	125:5
99:6,10	144:1	36:20	business
101:10,11,	145:15	bring 66:22	15:13
22 102:5,	147:7	102:21	buy 40:3,11
21,22,25	Borders	105:6	Byrd 42:3
103:4,6,8,	136:3	106:7	67:22
12,15,17	boss 104:17	118:22	74:19
104:2,3,6,	bottom	129:22	111:19,20
7,10,17	123:20	bringing	
105:24	131:16	22:6 146:7	<hr/>
107:8	bottomless	Broadcasting	c
110:20,22,	130:23	11:14	<hr/>
24 111:3,	bought 40:12		C-o-w-s-e-r
12,16,18,			5:9
25 112:5,			
14,17,23			

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.
Yvonne Cowser Yancy on 02/17/2017

Index: C.T...chief

C.T. 48:3	capacity	32:23	127:18
Caldwell	7:18 59:15	33:10	charge
3:11	83:9 98:13	34:11,22	141:5,7
	107:6	45:25	142:15
calendar	111:1	caused 66:6,	check 32:19
19:25	119:19	9	
24:11	125:2	cell 14:9	cheerful
call 11:4	Capital 11:2	77:2	116:20
19:16,19	capture	centers 11:5	Chemical
20:9,16,	111:22	CEO 50:20	11:7
19,20	124:21	cetera 57:15	chief 17:1
22:24	Card 11:3	62:21 65:6	19:11,15
35:14,16,	care 7:1	68:20 70:4	20:3,9,10,
17 37:10	16:8 64:10	76:14	24 21:16
108:3,5,7	66:14,15,	79:23	24:2 26:13
117:10	17,19	84:17	36:11
132:19	career 79:2	97:13,18	38:22
142:17	case 4:5	chain 43:21	41:24
called 37:11	59:4 61:15	127:8	42:2,7,12
117:9	63:4,14	chamber	48:8,9,11
120:21	65:11	145:9	50:8 51:16
121:7	95:21	chambers	52:12,17,
142:17	107:11	145:7	24 54:5
calling	125:9	146:13	62:25
15:11	128:22	chance 38:17	67:23 69:3
calls 14:11	141:21	change 139:5	70:1,7,9
103:3	cash 123:25	changed	71:5 72:18
Candace 42:3	category	141:19	74:19,24
67:22	62:18	channel	76:18,21
74:19	63:10 65:4	81:14	77:7 78:1
111:20	140:4	channels	79:3,6,20,
candidly	Catherine	104:19	25 80:5,11
109:12	13:20	characterizing	82:16,21
capabilities	Cathy 24:19		85:18,20
79:10			90:5 92:22
			93:7
			95:11,15

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.

Yvonne Cowser Yancy on 02/17/2017

Index: chief's..clear

98:13,18, 20,23	94:18 132:9	44:1 58:11 64:5,7	civil 143:7, 18
99:4,7	Christianity	65:9,20	claim 85:25
100:13	94:15,17	67:2,9,20	claims
103:9		69:14	105:11
105:12,13	Christmas	71:24	clarified
107:6,24	131:25	75:11	139:22
108:6,10	132:1	79:14	
110:15,16, 19 111:2, 20,25	church 109:4,6	80:25 81:4,7,18	clarify 6:14,15 60:4 77:19
113:9,13	circled	82:16,24	
116:24	123:21	84:1 87:2, 18 98:22	clarifying 35:18
122:13,17	circumstance	100:14	
123:11	19:1 68:24	101:2	clarity
126:25	circumstances	105:11	130:21
127:10,17	19:3 41:23	109:18	class 16:1
129:8	70:14	115:7	
133:6,23	citizen 97:2	116:25	classes
134:9	99:13	117:3	83:25
136:25		118:16	84:13
140:20,21	city 4:4	120:20,24	classified
chief's	10:22	121:23	60:5 73:4, 5,6,8,10
78:19	11:18,20	123:13	
child 15:12	12:11,16	126:24	Cleage
children	14:13	127:9	144:22
100:3	15:4,6,7, 18 19:12	128:4	clear 12:4
choice 76:18	24:19	130:24	61:11
chooses	26:11,17	132:10	77:9,11
80:1,5	27:8,10	138:1	84:15
chose 64:6	32:23	140:15,25	105:6
106:7	34:11,19	141:12,19	106:22
Christ	38:10	142:6,7,19	114:16
94:11,13	39:24	143:3,11	117:3
Christian	40:6,17,22	144:5	130:15
	42:2	145:6	134:15
	43:15,16	city-issued	
		14:5,15	

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.

Yvonne Cowser Yancy on 02/17/2017

Index: clock..Columbus

clock 97:12	61:12	114:19,21	90:5 91:6,
146:19	62:3,18	115:16,17	12 95:11
close 20:2	63:22	116:7,11,	98:20
	64:9,19,20	24 117:9,	99:4,7
closed	65:12,18	21 118:11,	101:20
120:22	66:2,10	21 119:17	104:11
club 140:25	68:3,6,10	122:13	111:25
141:9,10,	69:3 70:9	124:24	113:9,24
11 142:5	71:7 72:18	125:19,22	116:8
145:5,13	73:5,14,24	126:8,25	127:8,17
CO'S 16:13	74:6,12,	127:10	129:25
	13,14,20,	128:3,9,18	131:19
Cochran 3:16	24 75:8	129:2,3,	133:14
4:4,17	76:10	16,19,20,	140:21
17:15	77:9,17,23	21 130:9,	code 13:9
19:11,12,	78:1	15,22	19:8 32:21
15 20:3,4,	86:18,21,	131:6,18,	49:18
9,24	24 88:17	22 133:6,	51:11 55:1
21:11,16,	91:16,18,	23 134:9,	56:5
19 23:5,11	19,21	11,21	58:10,11,
24:2 26:5	92:3,22	135:6	17 59:22,
35:10	93:7,12,20	136:25	25 60:24
37:21	95:15	138:2	64:13
38:22	98:12,18,	139:14,19,	66:20
41:11,24,	23 99:10	20	68:20
25 42:1,7,	100:18	Cochran's	71:24
21 43:5	102:14,15	17:1 20:10	72:24
44:15,20	103:1,7,9	26:12	73:2,9,12,
47:5,6,18	104:7,10,	48:12 49:8	17 77:12
48:2,13,	11,12	52:24	80:4 82:12
16,23	105:12,23	61:20	83:8,18,20
49:13	106:2	62:11,25	84:17 87:2
51:4,16	107:6,14	63:20	cold 142:17
52:12,17	108:22	64:14	college
54:5	109:15	65:19	10:16
55:11,14	111:2	79:25	Columbus
56:18	112:4,11,	81:24	11:7,8
59:5,7	16 113:13	85:2,18	

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.

Yvonne Cowser Yancy on 02/17/2017

Index: comfort..conclusion

comfort	communication	competencies	85:23
78:13	36:15 42:4	16:8	96:24,25
	48:7 113:1		97:2 98:22
comfortable	121:18	complaint	118:15
85:9	132:2	57:24	136:6,14
100:17	136:12	89:17,18	
	139:22	97:22,24	concerned
comment		98:4,5,6	21:3,6,11,
76:24	communications	99:12,18,	15,21 25:3
	36:7,13	25 100:1	27:13,15
commentary	69:19,23,	103:20	28:1,5
77:25	25 70:22,		29:19
	24 103:3	complaints	30:24
commenting	109:1,8,	89:22	31:3,7
76:22	11,19	complete	32:10
131:12	113:5	83:12	37:10
	116:23	97:14	42:15
comments	120:19	130:21	64:14
108:5,8,9	126:13,24	146:3	96:23
131:20	129:24	completed	103:15
commercial	130:23	10:12,23	concerns
11:16	136:8	82:17	26:9,21
commissioner	138:12,22,		27:11
7:19 12:8,	23	component	30:17
14 13:20,		107:13	32:18
21	community	134:16	33:19
	12:25 27:7	components	103:3
commitment	63:24	123:5,6	
132:21	94:14	Compound	concerted
		101:16	127:14
committed	company		concluded
133:18	144:16	concept	148:7
	compelled	85:12	
communicate	30:17	concern 26:3	concludes
59:11	49:24	29:4,8	80:14
70:6,21	66:11	30:8 31:1	148:3
	92:16 95:1	33:22	conclusion
communicated	96:25	62:24	38:1,12
55:4 74:6	137:13,14	66:6,9	94:4
115:5			
133:23			
134:2			

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.

Yvonne Cowser Yancy on 02/17/2017 Index: concurred..conversation

concurred 55:14 116:6	confused 75:19 77:18	contacted 108:2	124:22, 24 125:2 141:24
concurrent 58:1	Connecticut 11:5	67:10	continued 113:25
conduct 49:7 61:18, 22 98:10 122:11 124:8	Connelly 3:4 4:16	contend 90:25	114:5 116:8 117:22 118:19
conducting 74:11	consequence 104:25 106:9	contends 91:11	continues 54:1 130:4
confidence 29:25 117:8 119:17	consequences 92:19	content 26:22, 25 30:7 32:7 55:15 63:15, 19 81:16 85:22 86:1, 2, 8, 15 87:9, 14 93:14 94:3 102:4	continuously 115:13
confident 85:16 91:23	consistent 63:11 64:12 66:24 102:14 110:17	contract 10:23, 25 51:24	contracted 129:22
confidential 8:24 9:2, 7, 13 40:21	consistently 50:1 88:11	contention 54:5 73:7 85:17, 21	control 58:14, 16
confirmation 56:1	consisting 110:4	contents 29:9 30:24 31:13 32:18 34:12 35:19	Convention 118:6
conflict 51:10 63:23 81:17, 18 83:24 84:2, 8, 20 85:19 88:1, 2 96:19	constitutes 15:9 38:20 71:23 81:3 82:23 88:20	Conventions 108:13	conversations 25:7, 17, 23 32:15 37:2, 5, 14, 22 42:11 46:1 47:1 49:4
conflicted 64:15	Constitution 133:13	context 38:4 117:23	conversation 55:15, 16, 25 59:16, 17 73:20 74:1 75:18
	consultation 16:4 99:22 138:13	continuation 131:17	
	contact 77:3 121:2	continue 84:13 119:10	

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.

Yvonne Cowser Yancy on 02/17/2017 Index: conversations..covered

77:6,7,16	74:20	41:6	20:7,15
90:1,14	75:10	44:13,15,	21:2 22:25
92:13	82:19 84:7	16,18,19	23:1,23
100:23	86:12	45:6 50:16	24:1,14
101:10	104:8,24	56:24	27:23,25
105:7	106:4	61:21	28:5,9,20
113:4	111:13	62:14	30:9 31:12
116:22	COO'S 16:5	69:20 71:7	counsel 3:1
118:1,4,	52:15	72:19 77:8	4:12 8:8,
10,12	57:10	87:13	20 12:20
123:3		99:14	18:17
130:15	cook 143:9	107:19	89:20
131:8	cooked	113:7,10	100:14
132:6	143:11	127:6	
136:3	cool 143:22	129:11	counseling
137:2	147:19	136:22	110:21
conversations		140:16	country
34:15,16	coordinated	correctly	70:18
69:23	57:22	132:7	120:8
112:8	copied	council	133:13
115:24	123:18	16:13 19:8	144:19
convey 87:17	copy 22:8	24:4,8	couple 98:3
conveyed	40:3,16	35:13,14	111:23
28:3 29:12	44:5 52:19	37:8,9,11	court 4:9,13
32:10 37:7	78:18	84:11	5:16,25
conveying	80:23	101:9	7:25 8:4
112:15	92:24	102:22,25	12:3 17:10
conveys 67:9	93:2,4	104:18	44:8 46:11
79:17	136:5	136:12	
80:25	138:8,10,	143:3	courtesy
COO 24:17,	14,16,17	145:7,9	102:18
24 26:3	140:19,23	146:13	cover 22:12
28:4 36:22	145:11	Councilman	25:2,3
42:3 43:17	correct 21:1	25:2 26:2	26:2
50:16,20	34:20	32:2 37:12	105:11
54:8 61:16	37:25	Councilmember	140:15
	38:22,23	19:17	covered

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.

Yvonne Cowser Yancy on 02/17/2017

Index: covers..demands

94:19	current 9:5	109:12	113:13,23
106:5	12:6,8	121:21	119:8,15
covers 73:2	cursed 121:8	days 16:11	decisions
Cowser 4:22	cycle 16:14	47:11	70:15
5:7		75:23	declarations
create 21:5	D	116:13,15	52:7
94:24		118:4,8	decorated
105:13	daily 144:24	144:9	120:5
created	damages	deal 23:5	defend 65:18
86:18,22	97:12	32:22 34:7	121:24
102:7	data 16:12	48:6 70:2,	Defendants
creates	33:6	10,22	3:10 4:19
85:19 88:1	42:15,24	106:10	defended
creating	43:2 56:20	145:19	121:20
28:21 80:2	63:6 75:21	dealt 121:17	Defending
133:10	77:6,24	Dear 73:14	3:5
credentialed	90:18 91:5	debate 78:6	defense
87:4	139:17	Debbie 14:1	101:4
credible	date 4:6	decade	defer 90:8
105:17	17:18	100:15	define
crux 126:5	19:20,24	December	114:16
cultivate	72:10 76:5	17:16	degrees
79:7,21	113:9	decided	142:4
94:25	118:3	45:17 62:5	delineate
cultivating	dated 17:16	68:9 95:24	112:15
81:8	44:12	116:10	delineated
culture	113:7	134:6	112:17
79:7,9,21,	122:3	decision	delivered
23 80:3	137:24	37:17	40:22 42:4
81:8	David 3:11	48:18 59:2	44:20
94:24,25	4:18	62:6 84:12	demands
126:2	day 22:17	89:25	118:22,24
132:23	37:23 42:8	90:10	
133:10	72:18,20	102:15	
	74:9		

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.

Yvonne Cowser Yancy on 02/17/2017 Index: demarcation..directly

demarcation	122:18	description	dgevertz@
111:1	130:8	79:5 80:4	bakerdonelson.
denominations	132:23	designated	com 3:14
94:17	135:2	8:24 9:2,	die 125:8
department	138:12,13	13	132:19
12:20	141:3	details	differently
16:1,4	department's	37:13	65:3 68:8,
42:23	101:3	determination	16 93:25
43:20	138:2	58:7 68:25	98:12
47:19 48:4	143:12	88:24	102:12
49:10,11,	departments	89:11	107:7
12 51:3	12:18	91:1,3,4	122:14
54:18,23	15:22,24	99:17,20,	134:25
55:21 57:9	16:2,18,19	21,23	difficult
61:21,25	depend 19:3	105:21	70:14
62:12,13	depending	determine	131:13
63:1,3	57:14	57:2,18	difficulty
64:1 65:9	136:14	59:3 88:25	141:15
66:10,12	depends 19:1	89:7,19,20	diplomas
67:22	56:9 99:25	99:16	141:23
68:12	deposed 5:10	101:9	direct 13:16
69:10 70:6	deposition	determined	46:20
74:11,21	4:3,21 5:4	101:13	48:25
75:13	6:13 8:7,	determines	80:12
77:23	20 17:12	57:5 81:11	113:1,3
79:6,21	52:24 53:5	89:8,16	direction
81:7 85:1,	80:19	determining	116:14
24 91:22	148:4,7	82:23 96:6	134:6
93:20	deputy	105:18	directly
97:4,19	13:19,20	Devotional	13:13
98:17	36:11	144:15	35:25
99:14,22	48:11	146:10	43:21
100:4	Describe	DF 111:13,	120:21
101:5	36:12	16	121:4
102:8,10			136:10
111:6			
120:6			

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.

Yvonne Cowser Yancy on 02/17/2017

Index: director..draft

director	disclosed	125:17	63:13
13:12, 14,	14:3	disparage	93:24
21, 22, 24,	disclosure	116:16	95:2, 3, 5,
25 126:13	82:3	disregard	21 104:19
disagreement	134:19	124:7	110:4
77:5 90:13	discourse	distributed	134:19
disappointed	114:1	30:16 41:6	136:21
92:8	136:14	103:7, 8	140:15, 18
123:12	discovered	104:10	documentation
128:11, 17	47:3	111:3	18:7 52:16
131:5	discuss	112:2	75:6
disappointing	19:18	122:12	137:13
87:3	23:13, 15	124:8, 12	documented
discernment	24:7 35:19	138:17	68:17 96:2
125:7	36:21	distributing	99:1
disciplinary	41:14, 16	43:25	105:14
48:23	45:25	distribution	129:14
discipline	71:15	124:13, 14	documenting
13:2, 7	76:12	144:4	69:16
15:16 38:6	143:5	disturbed	documents
42:20	discussed	104:5	8:6, 9, 11
49:15 56:7	47:2 53:4	disturbing	19:7 54:3
58:6, 22	64:20	86:15	dollars
59:20	69:20	diversity	123:16
60:21, 23	81:15	47:21 76:6	142:12
61:3 87:19	86:16	division	donated 52:2
89:3, 5, 10	89:13	11:3	Donelson
106:16, 17	93:16 94:3	divorced	3:11
disciplined	105:2	10:8	Doug 4:15
14:18 15:4	119:8	doctor's 7:1	5:3
61:25	122:7	document	DOUGLAS 3:3
disciplining	discussion	17:13 30:7	draft 44:25
59:18, 24	41:24	38:16 50:3	45:7, 10
disclose	45:20	53:25 59:5	124:11, 12
49:1 57:8	67:17		
	93:13		

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.

Yvonne Cowser Yancy on 02/17/2017

Index: drafted..employer

138:20,25	109:19	employ 68:5,	116:24
drafted 45:2	127:7	10	134:3
	128:2	employed	136:5
drafting	136:2,5	43:14	140:16,19
138:19	137:22,23	88:16	employees
dreams	144:3,7	employee	15:18 16:6
144:16	147:5,6	12:17	19:18
driven 60:24	e-mails	13:2,5,7,	21:4,20,22
	127:16,19	8,23,24	27:15 28:7
driving	135:23	17:18 28:1	29:13,19
118:11	earlier	29:15,16	37:11 41:6
drugs 6:18	31:20	30:16 32:9	49:25 50:2
Dublin 11:7	89:13	36:19	60:25
Dubois	early 141:13	41:20 45:5	61:25
144:14	easier 116:4	51:8 52:25	70:11
146:12	eclectic	58:23	73:4,8,10,
duly 4:23	144:12	59:13,19,	11 96:22
		21,25	103:4,14
Dunham	Economics	60:6,21,25	104:5,10,
145:22	10:19	61:8 62:6	12 110:23
duration	ecstatic	63:10	112:5,6
11:23	102:13	64:24	117:5
Duriya	EEOC 65:1	71:16	121:12
111:13	68:22	73:5,6	125:11
duties 12:5,	97:11	76:15	141:13,22
13 13:1	effective	84:16	142:20
14:2 85:20	91:25	87:19	144:12
dwardlow@	116:21	96:24 97:3	employer
adflegal.org	127:15	98:2,3	26:4 30:18
3:8	131:1	99:13	38:4,5,9
Dwyane 145:3	effort	100:8	42:19
	127:14	102:6,21	49:19,24
		103:1,21	59:12 62:1
	embarrass	104:4	63:5,8
	27:16	112:23,24	65:1,10,17
E		113:1,4	66:11
e-mail 14:13		114:14	68:5,13
97:1 103:2			

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.

Yvonne Cowser Yancy on 02/17/2017 Index: employment.esposue

69:11,12	130:18	enjoyed	20:12
84:20,21	139:1,3,4	130:17	78:19
95:1,21	141:20	enormous	136:21
97:10	encountering	129:17	138:1
102:19	34:1	ensues 8:23	entity 56:10
107:11	encourage	ensure 30:18	61:15
121:24	32:1	42:20 55:3	81:10
employment	encourages	61:23	105:15
10:20,22	141:11	62:22	129:5
11:23	end 16:10,	63:4,9,13	130:21
24:6,7	11 19:25	64:3,8,12	envelope
30:23	22:20 69:6	65:1,11,17	40:22
37:17 43:8	96:14	66:12,23	environment
52:9	113:15	68:12	49:25
53:11,25	121:21	69:12	62:16 63:9
55:1,5	129:19	86:22	65:2 68:19
56:12,14,	ended 147:13	93:24 95:2	86:23
22,24	ending 11:11	105:12	87:12
57:6,7,11,	endorsed	107:5,11	95:12 96:7
14,16,17,	26:18	141:13,18	97:21
24 58:16,	27:10	ensured	equal 83:15
18,20	endorsement	49:22	equally
59:1,2,14,	80:12,25	ensuring	77:11
17,22	81:4,11	68:6 69:13	equipment
60:18 61:8	82:23 83:2	entered	14:5,16,19
68:19	87:18	10:22	15:4,6,7
71:13 74:2	enforced	entire 11:23	error 72:3,
76:23,24	117:25	12:10	4,6,9
82:3 84:22	enforcing	22:21 76:5	73:18
87:2 89:5,	56:4	entirety	espousal
7,15,21	engage 51:12	5:25	65:22
90:1 91:5	engaged 85:3	entities	espouse
95:22	100:12	58:21 80:8	64:13
100:13	128:9	entitled	102:8
101:2			
114:3			
119:20			
123:11			

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.

Yvonne Cowser Yancy on 02/17/2017

Index: espoused..explain

espoused	75:16	EXAMINATION	130:3
63:22 69:8	81:21,23	5:1	131:10
94:1 98:13	82:12	examined	136:16,20
99:10	83:8,10,18	4:23	137:18,22
107:8,16	84:17	examples	140:10,14
115:10	86:10	47:15	exist 18:20
135:1	88:20,23,	exceptionally	exists 43:7
espouses	25 89:3,6,	101:3	expect 85:13
63:6	7,8,9,10,	139:14	116:18
Esq 3:3,4,	12,14,16,	141:1	expectation
11	17,18,21,	exceptions	76:8 85:5
	22,25	15:11	87:3
established	90:6,7,8,	excerpts	expectations
132:4	9,10,11,	38:24 41:2	49:19
	15,20	67:6,7	expected
et al 4:5	91:1,3,4	excited	15:13
ethics 32:21	96:5 104:9	142:16	76:24
42:19	Eugene	executive	108:23
43:6,7	143:10	30:21	128:11,18
49:2,3	evaluation	43:21	experience
50:18	17:15	100:9,22	125:13
51:7,11,14	evaluations	exhibit	130:18
52:25	15:17	17:7,12	132:16,20
54:20,22	evening 25:8	38:15,20	experienced
55:7,9,12	32:16	44:10,12	85:14
56:2,5,6,	33:10	52:23 53:2	100:11
8,10,12,	34:10	67:5,6,10,	expert 140:3
13,17,19,	36:13	14 71:17	expertise
23 57:3,4,	37:14	78:11,17	100:24
5,6,12,18,	event 5:15	80:23	expiration
22,23,24	36:17	85:19	72:15
58:6,7,9,	events 70:18	109:23	explain
12,19,23,	exact 19:20	110:3	134:4
24 59:3,	36:4 42:10	113:7	
16,19,21,	109:12	122:2	
25 60:1,			
16,17,21			
61:5,6			

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.

Yvonne Cowser Yancy on 02/17/2017

Index: explained..felt

explained	68:7 70:1	55:6,9	116:9
30:3 74:13	75:5,7,8	86:19 90:6	117:4
75:4,10,20	86:22	101:20	familiar
76:22	88:12	102:16	5:12 48:1
77:20	90:11	105:5	115:1
93:23	91:13	114:13	fantastic
explaining	93:24	144:20	143:15
18:7	100:22	fair 97:23	146:12
115:12	102:12	100:19	Farooqui
explicitly	103:10	fairly 62:19	111:13
126:7	107:14	faith 47:22	fashion
expound	108:14	62:22	16:15
119:24	109:15	64:21	107:10
expressed	112:10	92:17	137:3
27:11	114:25	94:18	fast 132:3,
135:3	133:7,9	95:16	6
external	134:24	96:16	father 145:3
70:22,24	136:24	97:16	fathers
extra 12:23	139:5,23	111:5	145:4
	141:14,18	112:11,13	February 4:6
	143:16	114:4,10,	148:5
	factor 27:9	12 115:20	federal
F	56:20	116:8	141:12,16
	61:24 80:2	117:13	feedback
face 106:6	86:17	119:16,19,	125:10
Facebook	104:16	20 126:12	133:2,3
109:20	facts 106:22	131:4	feel 6:4
fact 25:5	140:9	132:5,18	64:10
26:16,18	factually	133:8,17	68:16
27:10	114:4	134:25	100:17
30:15,21	fail 57:8	faith-based	135:3
31:5 37:19	59:1	111:12	feels 64:19
40:7 50:3	failure	faiths 63:24	felt 109:10
51:1,12	48:24	94:12	
52:17 55:4	49:1,16	false 114:9	
56:2,11	50:14	115:11,20	
59:4 65:7			

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.

Yvonne Cowser Yancy on 02/17/2017

Index: field..frankly

117:3	5,6,20,21,	144:15	110:22,23
139:21	25 80:4,11	fond 109:15	forms 49:2
field 79:2	85:20 92:4	for-cause	54:18
figure 147:1	98:17	72:2	forward
figured	101:3,4	force 140:24	42:23
142:11	106:6	forced 71:15	47:20 77:4
file 117:6	107:6	foreign	79:23 80:6
filed 103:20	114:19,21	85:11	81:19
Financial	116:7	form 18:10	forwards
11:4,9	120:5,7	28:11 29:1	130:6
find 30:1	122:18	31:2,24	found 20:23
33:7 43:13	125:3,6	33:21 41:8	52:14 74:1
46:3 75:6	132:21	48:19	75:14
87:7 91:24	133:19	50:25	86:23
98:8,9,11	136:3,4	52:8,13,	98:15,16
103:6	143:11,12	15,20	103:7
144:24	fired 109:17	53:7,8,9,	108:12
finding	114:20	10,12,16	115:12
104:18	fiscal	54:25 55:1	117:7
107:17,23	16:10,11	59:8 60:3	122:9
fine 46:5	flyers	63:17	132:25
76:18,19,	147:5,6	64:17	foundation
20 95:17	focus 69:14	65:24 66:7	21:7,23
finer 97:12	focused 79:8	72:8 82:3,	four-page
finish 5:24	folks 13:18	4,18,25	110:4
6:8 11:25	18:24	83:12 84:4	frankly 61:9
103:23,25	112:1	88:5 90:20	70:14
fire 21:6	135:23	94:6	84:17 87:3
26:13 47:7	follow 22:5	104:20	95:13
48:8,9,11	75:23	113:17	97:19
50:8 64:1	87:5,21	119:9	100:8,21
70:1,12	88:19	127:3,24	102:13
75:13	105:5	137:16	115:16
79:2,3,4,	133:3	140:2	132:21
	134:10	formal 81:5	133:18,20
		103:20	

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.
Yvonne Cowser Yancy on 02/17/2017

Index: free..giving

free 6:4		gender 62:20	64:17
freedom 3:5	G	65:5 97:17	65:24 66:7
114:7	gain 14:23	general 18:6	78:10
115:8		49:19	82:25 94:6
117:4	gambling	121:6	96:9,13
127:12	15:15	136:9	98:19
130:25	gather 49:2	142:2	101:16
Friday 27:20	gathered	generalist	103:22
40:10,23	42:16,25	10:24	113:14,17
friendly	gathering	generally	119:9
63:10	56:20	97:21	127:3,24
front 17:11	116:20	139:6	135:10
38:14 44:8	gave 41:21	generations	140:2
58:10	79:1,2	79:11	147:23,24
67:13	93:11	gentleman	gift
78:16	108:18,19	141:8	132:10,11
110:2	112:17	Georgia 3:13	Girl 145:16
136:19	126:10,11	9:9 10:15	give 8:3
137:21	132:8	gestures	12:19 22:8
140:13	134:11	5:19	40:19,24
full 78:18	144:23	Gevertz 3:11	41:2 43:17
full-scale	GE 11:2	4:18 6:22	51:14
128:4	GED 141:20,	7:17 8:17	74:14
fully 112:10	24	9:6 28:11	75:24 76:1
128:3,9	GEDS 141:22	29:1 31:2,	77:23
functionality	Geisler	24 32:6	79:14
142:4	24:17,24	33:21	89:19
fund 142:12	25:23	34:13 41:8	90:12
fundamental	50:17,21	46:2,11,	96:9,10
129:4	108:4	16,23	102:17
133:12	111:14,16	48:19	105:25
future 79:10	117:9	52:22	125:9,18,
105:12	123:10	53:3,12,	20 130:7
145:1	131:7	14,18,22	giving 55:10
	133:25	60:3 63:17	111:6,25
			117:13
			122:8

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.

Yvonne Cowser Yancy on 02/17/2017

Index: Global..happen

125:19	good 5:3,21	69:9,11	handle
131:23	6:10,11	guidance	12:21,23
Global 4:11	46:22 69:1	12:19	13:2
glory 79:7,	114:22	89:19	21:13,14
22 81:8	120:16	guidelines	30:9,10
goals 15:25	143:21	68:22	47:3 101:8
16:3,6	Googled 44:5	114:16	130:8
18:14,15	gosh 97:5	Gupta 147:12	handled
God 64:1	116:3	guy 142:14	30:11
79:1,7,22	117:11		60:17,18
80:3 81:8	government		65:14
92:17	139:5	H	113:5
94:25	granted 78:5	half 78:12	117:6
115:9	grapple	halfway	handler
125:23,24	47:23	71:11	144:6
126:1,2	great 23:5	hall 142:19	handlers
133:5,7,9,	47:25	143:11	144:5
10	120:16	Hallock 3:3	handles
God's 64:2	141:1	4:16 53:20	36:15
Godfrey 42:2	145:4	hammered	89:22
67:21	146:20	70:5	handling
74:10,21	147:2,3	Hampton	90:9
77:2,22	Greensboro	24:19	handwriting
93:19	11:12	32:23	39:10,12
98:11	group 11:10	33:10	110:9
100:13,25	13:5,8,10,	34:11,16,	131:13
106:13	12 45:5	22 46:1,20	handwriting's
108:1	100:8	Hampton's	124:15
113:4	108:14	46:19	handwritten
117:6	121:10	hand 44:20	39:9 110:4
131:6	134:12	handbook	happen 16:15
134:11,17	144:12	140:16,20,	27:24
Godfrey's	groups 11:15	23	33:23
96:11	12:17 55:3		57:12
107:4	60:19		70:16 76:7
131:17			

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.

Yvonne Cowser Yancy on 02/17/2017

Index: happened..HR

80:9 83:14	heads 12:20	111:11	homosexuality
94:10	33:2 34:3	125:15,20	93:15
113:3	51:4 54:18	hidden 124:7	honest
125:18	85:1	high 73:24	108:21
130:10,11	health	124:16	130:14
146:25	12:24,25	128:19	honor 123:12
happened	147:14	141:22	hope 76:3
18:15	hear 102:13	highest	hoped 123:14
63:12 75:2	112:22	10:11	hoping 28:9
90:13	heard 104:12	highlight	horribly
102:6	109:5	39:19	118:25
106:11	122:22	highlighted	host 58:13
109:6	hearsay	39:3,6,21	hostage
118:7	109:5	highlighting	145:12
139:19	heart's 32:7	38:25 39:1	hostile
145:19	heat 129:20	highly 70:2	62:15
happening	heck 145:20	97:18	87:11
31:8 57:25	held 27:19	100:16	95:11 96:7
70:4	73:24	120:5	97:21
84:11,12	128:19	hired 127:13	hot 127:13
92:16	hell 124:17	141:25	hour 78:12
109:7,13	helping	hires 54:22	145:9
happiness	47:23	hiring 12:16	house 58:1
126:3	Hey 144:7	history	Housewives
133:12	Hickson	10:20	144:13
146:22	55:13,17,	hit 146:3	HR 7:19
happy 6:5	18,20	hold 34:13	10:24
hard 120:15	56:16,22	98:19	11:16
138:16	75:18,21,	103:22	12:18
harm 121:8	24 77:8,	129:19	13:25 16:1
HBO 145:19	10,11,13,	147:3	54:21,23
146:2	17,25 78:2	home 76:16	55:3 83:25
head 11:15	91:19	108:24	96:10,15
16:4 79:4	93:12		
143:10			

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.

Yvonne Cowser Yancy on 02/17/2017

Index: HRS..inspiration

HRS 12:17	130:20	inappropriatel	60:16
human 12:8,	impacted	y 42:22	independently
14 38:8	69:15	incident	77:13
73:3 141:2	107:15	8:14	89:24
hurt 120:12	108:16	incidental	90:3,14
Huseby 4:10	impacts 57:7	15:4,5	individually
	130:19	incidents	35:1
	impinging	124:8,9	infection
I	114:7	include	7:2
Ian 147:13,	implicit	37:22	influence
14,16	80:12	68:23	6:19 95:19
Icon 10:24	import 8:3	97:4,18	information
idea 23:8	important	118:16	43:5 84:16
95:3	5:18,23	included	104:23
ideas 127:21	12:19	104:13	informational
identification	68:11	130:1	77:1
17:8	135:5	141:17	initial
109:24	impression	includes	99:23
136:17	79:14,18	90:18	input 46:19
137:19	80:25	94:23	58:23 60:1
140:11	87:18	including	inquiries
identified	impugning	38:6,10	33:8
48:10	114:7	61:4 88:17	inquiry 63:4
49:18	115:8	145:10	139:18
illness 7:1	116:16,25	income 44:1	Insecure
imagine 85:2	117:3	51:1,2,6,	146:4
	118:21	10,13	insert 62:18
immediately	inaccurate	52:1,4,6,	65:4
25:21	114:5	7,18	inside 101:2
109:14	inappropriate	incumbents	146:14
impact 57:11	15:7,9,14	141:25	inspiration
85:24	65:19	independent	144:25
89:21 90:2	86:23 95:6	56:10	
92:2 95:7,	118:25	58:10,21	
20 123:13		59:21	

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.

Yvonne Cowser Yancy on 02/17/2017

Index: inspirational..issues

inspirational	121:13	95:4, 14,	ipad 14:7
144:23	142:9	22, 23	Issa 145:23
146:18	144:11, 21	96:2, 8, 21	146:1
instituted	145:2	97:22	issue 21:5
141:23	interim	98:7, 10	23:2, 3, 16
instruct	48:9, 11, 14	100:10	26:23
98:24	70:7 71:5	101:8, 15	27:16
instructing	76:18, 21	102:3, 5, 11	28:21 33:3
34:14	106:8	104:13	35:9 36:17
instruction	110:15	105:22	49:22 50:2
46:17	internally	106:13, 24,	56:22, 23,
intended	48:1, 12	25 107:1,	24 61:6, 8
105:4	70:21	2, 4, 5, 12	62:2 75:11
110:20	internist	108:3	86:2, 4
129:22	124:16	117:5	87:13, 15
intent 68:4	interpret	122:9	89:7, 18
interaction	130:2	123:10	90:7, 8
58:14	intersect	124:5, 6	92:12
interactions	89:23	125:11	93:10
14:23	introduce	134:12, 14,	97:7, 15
101:5	4:12	16, 17, 20	99:24
interacts	investigate	135:8, 9	101:12
36:16	49:8	139:16, 17	102:4
intercede	investigation	investigative	106:5, 11,
61:7 66:22	30:1, 2, 4	107:3	16 107:18
interest	61:19, 23	138:2	117:7
142:8	62:2, 8, 10	invited	121:14
interested	65:10	147:9	126:25
21:10	74:4, 8, 12,	involve	131:23
23:11	15, 16	56:15	132:25
28:21	76:1, 2	99:19	141:14
32:22	77:4 78:7	involved	issued 71:22
interesting	91:24	19:10	73:15
	93:19, 22,	28:18 46:1	issues 12:21
	23 94:5	71:14	47:24
		127:11	56:12, 13,
		138:19	14 57:12

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.
Yvonne Cowser Yancy on 02/17/2017

Index: jail..late

62:13,16	Jim 13:24		100:6
64:25		K	
69:18 74:8	job 11:2,6		knew 21:8,
89:8 93:17	12:5,13	Katrina	12 28:24
99:9	14:2,6	24:20	31:4 40:13
	79:3,5	34:23 35:4	71:1
	80:4	36:10 37:5	105:24
J	114:23		108:6
	130:20	Katrina's	111:7,9
jail	131:3	37:8	112:2
142:10,11		kconnelly@	131:2
Jamar 141:8	Joel 48:10	adflegal.org	145:20
142:14,17	71:4	3:7	
144:2	76:17,20		knowing
	joined 19:13	Kelvin 3:16	84:21
Jameson	84:1 142:7	4:4,17	
45:10		103:9	knowledge
	JOLIN 3:3	110:25	30:14 34:9
Jamison		112:20	102:14
13:15,23	Joshua	122:16,17	134:24
45:3	144:14	138:2	139:25
	146:12		140:6
January	journal	Ken 4:16	
72:10,16,	144:24	KENNETH 3:4	ktheroit@
17 76:6			adflegal.org
107:3,25	joy 143:2,	Kevin 3:4	3:7
108:25	7,18	4:16	
113:7	judgment		L
119:15	139:24	kids 10:9	
122:3		88:9	La 146:21
124:19	jumping	kill 120:15	labor 13:9
137:24	54:13	kind 87:11	lack 68:3
	junction	101:8	69:4 117:7
Jeana 3:3	75:14	120:23	119:16
4:15	112:25	kindness	131:1
Jewish 94:11	119:21	123:16	land 79:2
Jews 27:6	120:14	kinds 14:23	laptop 14:7
	June 53:1	19:3	late 35:2
jhallock@		kitchen	
adflegal.org			
3:8			

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.

Yvonne Cowser Yancy on 02/17/2017

Index: laughed..litigation

laughed	61:21	95:11	life 7:21
142:19	62:12	left 10:6	66:14
law 55:21	64:5,6	11:13 34:4	78:24 79:1
67:21	65:9,20	39:23	92:4
74:11,21	71:9 75:12	40:2,5,21	125:4,9
77:23	99:5,7	43:4	126:2
93:19	101:6	legal 46:4	130:19
97:4,18	116:21	96:10	132:17
99:14,22	117:8	Lemay 13:20	133:11
100:4	125:12	Lena 145:22	146:20
138:1,13	131:1	length 53:5	147:2
lawsuit 7:9,	133:4	letter	life's
10,11,15	134:10	44:12,25	132:22
lawsuits	135:4	45:2,7,9,	lifelong
7:12	leading 19:6	11 71:1,18	133:18
lead 57:9	96:16,17	72:5,6,8,	light 65:7
69:10	leads 45:5	22 137:4,	lightly
80:1,5,11	learn 44:3	6,11	100:10
87:10,15	learned	level 10:11	Lincoln
93:20	20:10	57:14 71:9	11:9,11
94:24	leave 40:9,	84:24	link
97:19	15 41:15,	100:22,24	108:11,18,
119:19	17,18	Levine 144:6	19
130:22	42:1,7,14	LGBT 27:7	list 15:10
leader 38:3	139:16	63:24	94:2
43:20 63:5	leaving	LGBTQ 93:17	lists 73:10
70:20 79:3	40:5,13,17	94:14	literacy
81:6 87:5	led 41:24	liberty	141:11,15,
102:7	49:9,12	126:3	23 142:2,4
leaders	60:20	133:11	literate
12:20	61:24	lieu 47:13	141:14,18
121:2	62:8,12	48:22	litigation
leadership	63:25	76:20	4:11 18:18
26:14	91:22		65:18
49:11	92:18 94:3		

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.

Yvonne Cowser Yancy on 02/17/2017

Index: live..marked

68:14	147:2	32:24	15:25
86:18	lunch	33:8,12	49:10 84:1
live 92:20	135:11,18	37:16	manager 16:3
lived 10:2	142:9,10,	39:17	48:25 51:9
lives 79:8,	11 145:6,	40:6,17	53:10
22	11	49:23 59:2	59:6,12
long 10:2	lunches	62:1 69:24	75:16 82:1
118:15	142:12	70:15 84:7	83:11,13
longer 9:13	Lydia 13:15,	88:23	84:4,5,6
129:6	23 45:3	91:3,4	90:18,19,
134:2,7		94:21	22 96:5
	M	98:1,4,5,6	104:21
longest		99:17,21,	106:1
47:12	made 43:4	23 102:8	
looked 50:4	47:16 62:6	121:2	managers
95:5	68:11,23,	makes 54:23	12:18 16:2
lose 125:4	25 77:2	91:4 97:25	89:20
132:17	78:4 79:4	99:20	manages
lost 129:3	81:12	making 32:22	35:12
130:5	84:12	33:23	managing
lot 129:20	90:3,25	36:23 44:1	68:7 94:21
135:13	105:20	70:20	96:20
147:9	108:4,10	132:18	manner 91:25
lots 70:8	112:13	male 120:4	marches
95:18	134:15	man 95:15	130:9
121:3	mail 118:19	112:11	Marcus 143:9
141:21	maintain	114:9	margin 39:9
loud 78:25	58:22	115:20	mark 9:6
Louis 13:21	maintained	133:18	marked 17:7,
Louisiana	120:17	manage 19:9	11,23
108:24	major 10:18	37:9	38:15 44:9
love 143:15	make 12:3	managed	67:14
145:4	14:11	66:10,12	78:17
146:22	23:2,6	85:24	85:18
	31:22	management	109:23

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.

Yvonne Cowser Yancy on 02/17/2017

Index: married..meeting's

110:3	14:1	19 119:14	media 4:2
136:16,20	mayer 122:10	120:1,20	36:16
137:18,22		123:14	80:15,18
140:10,14	mayor 11:17	124:6	136:13
married 10:7	12:24 19:6	126:12,14,	148:4
146:23	24:18	17,18,22	medications
material	25:14,20,	127:1,10	6:18
15:14	23,25	128:5	meet 69:13
matter 4:3	26:7,10	129:10,12,	meeting
18:6 24:6,	27:1,4,12	13,16	22:1,24
7 28:23	28:3 30:21	130:24	24:9,13
30:8,12,	32:14,15,	131:23	44:22
19,23	16 33:24	132:2	46:18
33:13	35:11	139:21	67:18
35:15	36:5,7,9,	143:3	69:20
37:8,17	16,23	mayor's	74:7,13,17
56:15,21	37:14	18:24	75:4 77:1
57:6 60:22	41:25	33:11,18	78:3,6
61:5 67:1	42:6,12	48:20	86:6 91:7,
71:16	43:16,18	52:16	8,17
76:5,23,25	45:19,20	57:10	92:22,25
89:14,15,	47:5,16	113:19	93:3,7,10,
16 90:11	50:15,20	119:11	14 103:8
91:2 95:5	54:8 59:13	126:18	106:2
97:6,15	61:1,16	136:11	110:13
100:5,12	62:5 67:18	mayors 85:8	111:20,24
121:16	68:9 69:25	MBA 10:13,	122:7,22
143:16	73:20 75:9	14,21,23	123:5,6
matters	82:20	Mcmillan	124:19
13:3,7	91:7,11,	142:17	126:8
36:16	13,20,21	meal 143:11	129:7
59:22	95:24	means 7:20	130:13
71:13	104:8,21	110:11	133:21,23
139:2,3,4,	106:3,4	124:14	134:8,14
24	111:15,16	meeting's	84:11
Matthews	115:15,21,	meant 108:17	
	24 116:5,		
	10 117:17,		

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.

Yvonne Cowser Yancy on 02/17/2017

Index: meetings..narrative

meetings	messy 110:9	misunderstandi	81:19
110:22,23	111:21	ng 75:19	127:25
118:6	124:15	MKR 111:15	moved 77:3
143:4	131:14	mom 14:20	movie 144:16
145:6	met 20:21	108:24	MTV 146:24,
meets 68:19,	41:13 42:1	moment 36:19	25
20	meter 141:16	Monarch 3:13	Mullinax
Melissa	meters	Monday 19:21	24:20
24:20	141:16	20:5,24	34:24
34:24	mid-year	41:14,24	35:23
137:23	15:22	42:8 45:23	36:3,6,13,
member 30:20	16:14,19,	55:21,23	15 137:23
35:14	22,24	67:19	multi-page
37:11	middle 5:8	72:15	38:16
100:9	Mike 24:17,	73:20	140:15
101:10	24 131:7	105:23	multiple
102:22,25	133:25	money 119:4	11:11
104:18	mind 48:20	124:2	mythology
139:14	71:8	125:1	114:2
members	113:19	monitor 4:7	115:18
24:4,8	119:11	monotony	
35:13 79:9	minimum	143:6,17	<hr/> N <hr/>
135:2	102:17	months 68:15	N.E. 3:12
136:12	minutes	morning 5:3	Naked 20:13
mentioned	145:10	27:21	38:21
41:5 42:24	Misadventures	40:10,23	78:20
50:14 55:6	145:15	42:9 45:8,	named 7:12,
66:25	misinformation	24 67:19	17 64:4
67:14	139:20	73:21 97:1	141:8
69:19 90:5	mission 79:8	100:1	names 29:18
112:9	Misstates	motivational	naming 43:25
119:14,25	101:17	146:18	76:17
135:22	messaging	move 42:23	narrative
146:10	110:17	47:19 80:6	

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.

Yvonne Cowser Yancy on 02/17/2017 Index: national..observation

114:6	90:14	133:1	47:7 53:4
115:17	91:19	notice 44:17	71:12
national	111:11,17	63:5	80:15,19
19:5 65:5	125:15,17,	71:20,21	83:19
146:17	19	97:11	101:1
147:1	Noble 142:22	133:15	120:7
nationally	nods 5:19	136:21,24	147:25
47:8	nominated	137:15	148:4
114:23	143:23	notices	<hr/>
nature 99:18	nominations	142:25	<hr/> o <hr/>
NBA 146:23	142:24	noticing	oath 8:2
needed 25:4,	nonconfidentia	54:14	148:1
14 30:13	1 99:1	notification	object 28:11
34:1 54:5	normal 15:10	71:3 75:5	29:1 31:2,
96:8	135:7	notified	24 33:21
134:2,7	Northeast	36:22	41:8 48:19
negative	9:9	82:19	60:3 63:17
95:20	Northwestern	97:10	64:17
106:20	10:17	notify 28:16	65:24 66:7
121:23	notably 96:5	48:16 71:7	82:25 94:6
130:20	note 39:9	notifying	113:17
negatively	110:18	78:7,8	119:9
92:2	noted 123:7	notion	127:3,24
107:15	notes 8:12,	130:25	140:2
neutral	13,15 24:9	notwithstandin	Objection
91:25	39:14,17,	g 77:15	32:6
100:19	18 40:1,2	90:13	101:16
news 138:4,	110:4,5,7,	November	objective
7	13 118:20	44:13,23	132:24
night 40:12	122:3,8,25	107:25	objectives
nightmare	123:3,4,8,	110:13	18:14,15
21:22	9,20	114:20	obligation
Nina 56:16	124:4,22,	134:13	63:8 65:1
75:17,19	24 131:10	number 4:2,5	observation
			97:25

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.

Yvonne Cowser Yancy on 02/17/2017 Index: observing..outstanding

observing	75:3	103:10	Ordinances
98:4	110:18	operational	71:24
obvious	136:11	70:19	organization
32:11	officer 49:3	operations	12:19
41:20	55:8,12	11:14 55:3	51:14
occasionally	56:6,17	57:25	70:12
12:24	58:12	60:19	organizations
occur 15:20	86:10	101:4	47:23
62:3	88:23	opine 109:21	organizing
108:21	89:8,21	opinion	28:19
occurred	90:12	85:25 86:1	orientation
42:8	official	91:12	54:23
occurring	7:18	120:12	62:21 65:5
28:10	Ohio 11:7	121:11	97:17
October 10:3	ongoing	128:1,2	origin 65:5
offended	130:23	138:20,24	original
27:2,3,5,8	online 15:14	opinions	121:14
28:7	40:12	121:12	originally
31:13,20	open 63:9	opportunity	10:4
113:2	65:2 71:2	74:14	outcome 50:5
offensive	78:20	75:25 76:2	105:21,22
69:9 100:6	opened 107:9	77:23	106:20
115:11	operate	93:21	124:25
offer 49:24	49:17	143:14	134:20
offered	84:25	opposed 62:7	outcomes
100:25	89:24	104:19	49:9 92:19
offering	114:13,15	opted 16:18	outlined
69:15	130:20	option 38:5	71:23 83:5
office 10:24	133:8	47:2,10	84:15
13:5 16:5,	operated	48:1 105:1	outreach
13 20:22	91:25	110:16	12:25
40:23	107:14	options 47:9	outstanding
57:10	operating	order 141:12	17:24
74:23,25	71:4		18:4,7

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.

Yvonne Cowser Yancy on 02/17/2017 Index: overview..performance

overview	110:21	143:2	16 115:2,
134:12	122:8	Peachtree	13 116:16
owe 119:4	133:12	3:12 9:8	120:15,21,
owned 144:19	135:6	Pearl 144:21	22 121:7
	142:6	pending	122:14,15
<hr/> P <hr/>	parties	105:22	126:9
	99:18	people	127:1,2,13
P.C. 3:12	partnership	12:15,21	129:21
p.m.	147:14	18:3 28:7	131:3
135:17,20	party 7:9,	31:6 33:25	132:8,14,
148:6,7	10,11,14	34:25	17 133:3
pages 18:9,	56:15	43:17 48:3	134:9
13 38:19,	108:3	51:5 54:19	141:18,24
20,25	117:10	63:23 65:3	142:10,16,
109:20	127:17	68:4,8	24 143:4,
139:10	135:9	71:9 73:22	13,19
paid 84:3	pass 148:1	74:3 76:10	144:2
123:17	passage	81:19	146:6
paper 17:22	79:12	84:23	147:8,10
paperwork	passionate	85:1,3	people's
54:24	133:18	86:16	69:4 86:1
paragraph	Pat 144:22	88:13	103:19
71:20	146:15	94:11,12	118:20
72:5,12	path 37:22	95:8,17	perceived
78:25	38:2,12	100:18	88:3,11
parallel	pay 44:18	101:21	percentage
89:24	71:21	102:12,17	142:3
paramilitary	73:15	103:5,9,	perception
70:11	75:23	11,12	51:9 68:2
Parks 144:13	104:14	104:6,7	88:1
part 20:1	105:1,19,	105:16,25	perfectly
49:20 55:1	22 106:21,	107:10	95:17
76:8 83:20	23 118:24	108:23	perform
98:25	119:3	109:14,16,	53:24 96:8
	123:15	18,20	performance
		111:4,7,8	
		112:3,13,	

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.

Yvonne Cowser Yancy on 02/17/2017

Index: period..Playbook

15:17,25	143:12	petitions	121:24
17:4,15		121:1	140:20
18:1 71:22	perpetuating		
	114:2	Phaedra	placing
period 16:10	perpetuation	144:13	38:14
47:12 70:8	116:9	Philadelphia	110:2
73:16 76:4		11:10	136:19
	person 25:9,		137:21
permission	10 36:6	philosophy	140:13
25:6,15	45:4 70:7	63:11	
26:5,15,	71:14		plaintiff
19,24	76:21	phone 14:9,	3:2 4:17
30:15,22	100:20	21 19:16,	18:17
32:20,25	101:8	19 20:7,9,	
42:17	120:10	16 22:24	Plaintiff's
43:22 49:5	129:3	33:11 77:3	17:11
50:15,19	141:9		38:15
51:2,9	143:20	pick 144:10	44:9,12
52:18	146:7	picked 47:11	71:17
53:24 54:6		120:6	80:22
55:7,10	personal		85:19
56:2,3	7:21	picking	110:3
59:6,9	14:16,19,	145:11	136:20
75:7,9,15	21,23,25	pit 130:23	137:22
77:10 80:8	15:1 52:4	142:21	140:14
81:9,25	66:14		
82:5 83:22	78:24 79:1	place 8:14	Plaintiffs'
84:2	80:10	16:9 17:10	78:17
85:16,22	85:23,25	43:14,18	
86:5,7,9	120:11	44:8 47:16	plan 121:18
88:4,13		49:13	129:24
90:12	personally	50:6,9	135:11
93:9,11	7:22 23:4	58:18 61:4	planned
96:4	55:23	62:23	127:15
104:23,24	perspective	67:13	
105:24,25	96:10,11	69:16	planning
121:15,16,	115:19	74:22	144:25
22 125:16,	125:14	78:9,16	
18,19,21	Peter 84:6	82:13,20	plans 12:17
		91:8 92:15	plaque 143:3
		95:6 120:2	Playbook

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.

Yvonne Cowser Yancy on 02/17/2017

Index: played..presupposed

146:22	112:13	109:9	96:18
played 18:25	114:11	139:6	PR 21:22
player	116:22	positions	127:8
146:24	117:21	118:21	128:4
Plaza 3:13	120:13	positive	practice
pleased	121:25	92:14	135:7
92:13	122:1	120:14	practices
106:19	124:17	130:17	47:13 54:4
107:19	134:4	possibility	preparation
132:24	136:15	27:18	8:7 138:7
pleasure	141:9	28:24	prepared
61:1,14	points 31:19	possibly	71:15
104:22	57:21	62:12	present 3:16
pledge 42:19	police	87:10	33:12
51:7 52:25	82:14,21	posters	49:21
54:23 59:1	policy 12:25	147:6	67:18,22,
83:10	52:5 64:9	posting	23
90:17	71:13	109:19	presentations
125:25	115:5	posture	117:1
126:1	117:24	121:23	presented
133:5,9	population	potential	16:13 27:8
poetry	142:3	35:9	president
144:22	pornography	36:18,19	85:9 136:4
point 6:7	15:15	62:2,17	President's
26:13 35:3	portals	68:13	144:14
36:6 43:2	136:12	69:17 74:8	146:10
50:23 54:4	portion 19:9	83:23	press 33:25
58:4	position	86:17	137:24
75:20,21	11:19,22	88:12	presumed
77:6 81:15	12:6 36:8,	96:19	52:12
88:18	10 65:12	97:12,16	presuppose
90:18 96:3	68:12	105:11	51:25
106:18	100:16	potentially	presupposed
109:21	101:23	62:17	
110:24	105:13,14	84:20	

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.

Yvonne Cowser Yancy on 02/17/2017

Index: pretty..provided

52:3	121:19	102:16, 18	135:7
pretty 53:14	126:5	105:5, 6,	prompted
58:11	problematic	10, 13, 17	74:5
73:24	26:22 27:1	106:19	properly
84:23	48:15	115:4	127:19
109:13	proceed 97:5	139:21, 22,	property
143:22	process 5:13	23 141:20	79:9
145:13	15:21, 23	145:13	proposition
prevent	16:9, 16, 21	processes	58:5
28:10, 14	18:24	49:17	protect
previous	19:9, 11	produce	65:10
6:16	21:14	137:13, 14	68:13 95:1
previously	30:5, 6, 19	produced	protected
44:9 60:15	33:4 35:15	8:15	69:12
67:14	36:24	18:17, 21	protection
78:17	43:7, 9	52:19	133:19
principles	47:17	53:15	protest 21:6
133:12	48:5, 7, 10,	professional	27:15
printing	16 49:7, 21	47:8 85:14	28:2, 6, 10,
107:8	54:19, 20,	96:15	19, 25
prior 20:5,	21 56:7, 18	100:3, 12	29:9, 13, 20
8, 24 126:8	57:1	120:5, 8	34:7
132:4	58:14, 16	125:6	protesting
private	59:18, 20,	132:21	21:22
139:4	24 60:23	profit	protests
privileged	61:19	51:17, 20,	121:2
134:18	69:20, 23	22 87:17	proud 141:4
proactive	70:5 71:6	program	provide 26:5
68:6, 12, 21	76:11, 23	141:23	73:17
86:22	81:16	programs	77:13
105:14	82:13	13:23	108:2
problem	84:15, 25	projects	provided
26:16	85:10	12:23	25:6 32:24
87:8, 12	86:14	promised	
	87:1, 6, 21	134:13	
	88:15, 18		
	96:6		

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.

Yvonne Cowser Yancy on 02/17/2017

Index: providers..reader

56:1 77:12	54:10	101:22	raised 23:10
137:2	107:9		27:16
providers	punitive	Q	30:16
142:13	104:16		64:25
providing	105:4	question	93:17
56:3	106:9	5:24 6:3,	97:16
proximity	purpose	13 34:2	raises 96:24
20:2	79:20	36:19	ranks 70:13
psychologist	106:25	46:12	rating 17:23
82:15,17	107:5	60:2,10	18:1,7
psychology	purposes	86:6 99:8	ratings 17:4
82:14,21	15:1	113:15	reaches
public 98:1,	pursue	126:20	15:12
5,6 107:3,	133:16	128:8	read 6:22
12 108:4,	pursuit	questioning	22:4,10,
8,9 109:9	126:3	6:9	16,20
113:25	133:11	questions	23:19
116:9,23	push 114:5	5:17 6:20	25:2,5
118:6	put 41:25	7:3 33:24	26:2
134:15,19	42:6,12,13	70:3,8	31:21,23
136:9	47:17	86:14	32:5
139:18	48:5,14,15	136:13	46:12,14
publicly	65:12	145:10	48:20
138:18	86:25	147:23,25	60:12,13
publish 83:3	105:5,10	quick 46:2	78:23,25
published	108:23	78:12	84:4
43:11,13	110:19	quickly	110:11
49:6 71:4	115:2	38:17	113:19
87:16	121:22,23		119:10
publishers	138:12,21	R	123:24
142:23	143:25	race 47:22	131:13,15
143:1	147:5	65:4	142:20
144:4,7	puts 16:1	Rae 145:23	143:5
publishing	76:10	146:1	144:22
putting	putting	raise 23:8	reader 67:1

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.

Yvonne Cowser Yancy on 02/17/2017

Index: reading..references

reading	82:1,18	recognize	5:17 118:5
141:15	83:4,9	138:4	recruitment
Real 144:13	99:12	recognized	12:16
reality	116:17	114:23	Reed 24:18
125:6	118:24	recollect	25:20 28:3
reason 7:5	134:14	91:16	32:14,15
36:4 38:11	138:10	recollection	37:14
73:17	received	110:12	Reed's 32:16
128:23	19:16,18	recommendation	refer 110:19
129:1	20:7,19	91:5	reference
reasons	25:1 26:1	101:19	26:4,14
108:15	27:25	139:9,12	40:8 80:8
113:12	31:16	recommended	82:16
115:25	35:13,16	45:14,15	92:21
119:7,14	37:23	47:4,21	94:9,13,
133:22	39:5,15,	101:14	14,23
134:5	17,21,23	104:15	123:3,9
recall 16:23	41:19	105:9	referenced
22:4 37:13	43:6,9	116:1	26:12,13
46:25 53:3	52:10	139:7	27:6,7
78:1,4	75:7,15	reconcile	31:20
93:9	77:24	132:25	49:11
108:6,18	103:2	record 5:6,	54:25
109:13	111:18	20 6:15	56:17 65:8
118:9	120:19,20,	46:7,10,14	72:23,25
124:18	21 126:24	52:14	75:12,13
130:12	135:22	60:13 71:2	76:11
132:7	136:1,2,4,	80:15,20	111:11
137:5,7	7 138:8,16	135:17,20	122:25
receive	receives	148:6	125:25
14:11 18:4	33:24	recorded	132:1,5
19:19 30:7	receiving	109:4	references
35:17	51:12,17	117:2	73:3 81:7
43:5,13	55:5	129:14	94:7
51:1,2	recess 46:8	recording	122:11
52:11 59:9	80:17		
	135:18		

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.

Yvonne Cowser Yancy on 02/17/2017 Index: referencing..requests

referencing	24 45:5	114:8	replicated
67:8 122:5	100:8	115:8	102:9
123:25	relationship	religious	report 51:13
133:1	42:19	62:25	57:9 85:3,
referred	119:21	63:20	4 107:3
110:7	120:13,14,	64:15	132:12
referring	16 132:4,9	115:19	133:1,15
43:3 118:2	relationships	117:4	138:2,17
130:7	35:12 37:9	127:12	139:13
132:20	120:17	130:25	reported
reflected	relay 26:21	remediation	131:3
24:11	relayed 29:5	86:20	132:13
69:10	32:18	remember	reporter
reflective	release	6:12 25:16	4:9,13
64:9	137:24	37:1,4	5:16 6:1
refresh 16:2	138:4,7,21	73:19	12:3 17:10
regard 61:19	139:13	108:19	44:8
73:25	140:1	137:8	46:12,15
128:19,21	released	removed	60:14
regarded	107:13	59:14	147:22
48:12	Releases	remuneration	reporting
regrets	138:1	14:25 43:8	16:10
123:13	releasing	59:9 82:2,	81:24
regular	139:17	4,18 83:4,	84:18
15:17	relevant	12,16	reports
rejected	85:23 87:9	87:16	13:5,11,
125:13	97:18	88:2,3,12	12,16
relates	relied	104:20	43:21 45:4
102:4	123:15	123:17	58:12
relation	124:1	rendering	82:11
24:2	religion	90:10	represent
relations	62:20 65:4	repeating	78:18
13:5,8,10,	93:16	60:11	request
	97:17	rephrase 6:4	53:24 78:5
		119:13	requests

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.

Yvonne Cowser Yancy on 02/17/2017

Index: require..rolled

32:20	33:6	100:18	12:15	30:18
43:4		102:18	69:13	36:25
require		105:16	Restaurant	38:16
50:24		108:8	143:10	77:21
58:3,5		respected	Restitution	81:16
81:9		47:6	130:5	122:9
141:20		100:16	result 99:9	123:9
required		130:16	114:18	reviewing
19:7	52:15	respective	126:25	35:15
65:16		15:24	127:15	reviews
137:16		respects	141:19	16:14,19,
requirement		100:18	resulted	24 17:2,5
73:17		respond	107:2	124:6
112:18		14:21	Retail 11:4	ring 146:19
129:4		74:14	retained	risk 86:18
142:1		75:25	50:8	102:7
requires		77:24	return 20:20	107:9
51:11		93:21	71:5	114:3
100:4,23		97:13	72:14	road 3:12
Rescue 79:4,		121:7	76:5,9	9:8 69:18
6,21	98:17	132:19	116:21	role 10:24
reserved		responded	123:14	11:15,17
4:21		97:1	128:6	12:14
resolve 76:4		response	131:2	18:23,25
resources		25:11	returned	26:12 37:8
12:9,15		32:16	40:23	48:14 64:5
38:8	73:3	46:20	47:18	66:20
141:2		126:19	68:11	69:11
respect 23:5		131:22	72:20	79:20,25
33:14	48:2	133:14	returning	81:6,24
50:19		145:21	76:13	84:18
63:20		responsibility	127:16	94:8,9
70:23	77:6	55:2	review 8:6,	119:18
90:4	98:16	56:4	9,11	roles 11:11
99:4		57:15	15:21,22	rolled 16:13
		responsible		

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.

Yvonne Cowser Yancy on 02/17/2017

Index: room..separation

room 92:14	Samuelsson	79:19	sense 38:18
rule 50:23	143:9	80:24	47:16
81:5	Sanjay	83:17,19	68:23
132:10	147:12,15	110:14	sensitive
rules 54:4	Saturday	sections	36:15
66:24 81:3	88:9	92:21 93:6	sensitivity
82:22	save 79:22	124:10	47:20
83:2,7	saving 79:8	seek 59:6	67:15,24
146:22	125:7	128:6	68:3,17
run 58:1	scale 18:3	seeking	69:4
92:5 120:6	schedule	109:20	105:15
125:5	84:8	segment	129:23
141:2	scheduled	96:19	sentence
running	21:23	segments	72:12
15:13	school 15:12	100:7	123:18
63:1,3	124:16	select 144:2	sentiment
119:6	141:22	147:7	28:3
Russell	schooling	selected	separate
146:15	10:11	19:11	47:9 56:14
Russell-	Scottsdale	selection	57:20
mccloud	3:6	124:13	101:20
144:22	sealed 40:21	selects	102:15
s	search 19:5,	144:1	106:7
sad 73:22,	6 108:20	selling	116:11
23 74:3	seats 61:13	83:21	separated
131:6	secret 95:16	send 99:13	21:19
sadness	section	144:2,4	130:11
124:25	67:12	sending	133:16
sale 44:2,4	71:24	109:19	Separately
51:19,22,	72:23	senior 12:20	24:21,22
25 143:25	73:2,3,8,	18:24	separating
samples	11,18	33:11 36:9	47:4,6
143:11	78:23	38:3	separation
			111:1
			136:21,24

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.

Yvonne Cowser Yancy on 02/17/2017

Index: serve..sort

137:15	shorter	104:20	Slaughter
139:16	16:15	110:25	110:16
serve 61:1,	shorthand	112:14,20	Smith
14 98:5	111:21	122:16	147:13,16
123:13	show 68:6	146:9	sold 87:17
135:4	139:10	significant	142:21
served 11:10	146:2,5	30:23	144:23
142:10	showed	42:18	Solutions
service	102:11	64:21	10:24
79:2,3	shown 73:1	109:8	someone's
92:4 125:3	sick 6:24	signing	47:12
143:7,18	side 12:23	127:8	130:18,19
services	57:25	142:22,23	someplace
11:3,4	sides 55:2	145:10	52:1
133:19	sign 6:22	signs 53:10	sort 19:21
134:2,7	50:25 51:7	similar	21:22
serving	54:18,22	16:15	47:25 48:5
59:15	59:1 85:1	36:14	70:11,19
set 12:23	90:17,20	100:24	71:11,15
15:24 19:7	104:20	simply 33:22	100:5
setting 98:2	signature	52:9 58:15	108:23
settlement	4:20	64:24	109:21
99:1	52:15,16	single-page	110:25
141:17	signed 44:13	136:21	111:5,21
Sex 146:22	51:3,4	sink 100:6	112:18
sexual 62:21	52:13,15,	Sinus 7:2	116:8,20
65:5 97:17	25 54:24	Sir 26:1	119:19,20
sexuality	55:4 59:5	sits 61:13	123:4,19
93:15	82:19	situation	124:16
shared 111:9	83:13	34:7 87:11	130:24
112:7	86:10	skills 142:2	132:7
she'll 82:15	88:17	sky 144:15	136:11
shop 119:6	90:23	slash 111:14	142:8
	103:9		143:5
			146:25

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.

Yvonne Cowser Yancy on 02/17/2017

Index: sought..statements

sought 46:4	127:1	121:2	58:13
sound 5:21	specific	132:7	standard
6:10 46:21	34:6 62:24	split 60:7	72:7
Sounds 6:11	73:4 82:22	spoke 24:17,	105:18
space 145:18	83:2	18,19 26:3	122:11
speak 8:19	116:22	34:22,23,	124:7
20:17	134:1	24 55:11,	standards
24:23	specifically	13,14,20,	64:2 68:19
25:14	21:10,15,	22 56:16	69:13
28:13	18 23:10	105:23	star 124:14
29:3,5	26:10,11	108:1	start 51:8
33:10	27:3 28:21	109:4	123:8
34:10,25	29:12	117:17	started 33:9
37:8 51:24	59:10	126:6	142:5
52:21	63:19	spoken 75:17	144:16
55:17,18	67:11	108:13	starting
70:1 83:1	78:20	111:15	78:24
88:9,22	92:22	117:18	starts 97:12
102:16	93:18	126:13,16,	state 5:6
103:19	97:16	21 129:8,	10:15
104:5	125:11	10	31:12
107:24	126:20	squarely	59:15
108:5,22	speculate	100:7	100:4
109:7	32:7	staff 30:21	137:14,16
116:14	speculation	36:11 42:3	140:8
117:11,15	29:2 31:25	67:23	stated 60:15
118:13,14,	113:18	69:25	114:6
19 126:4,	speech 88:8	74:19	statement
11,17,19	118:5	111:21	79:24 98:1
129:13,15,	127:25	124:12,13	130:6,7
18	spell 5:8	staffing	140:8
speaker	spend 116:13	35:11 36:5	statements
146:18	spiritual	stakeholder	116:9
speaking	110:21	121:10	
116:24	112:8	stakeholders	
117:12,14			

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.

Yvonne Cowser Yancy on 02/17/2017

Index: states..suspension

states 58:17	submitted	suggestions	suspend
71:20	16:12 59:8	144:3	37:20
77:13	subpart 88:7	Suite 3:13	45:17,21
79:5,19	subsequent	suited 101:7	62:6
stature	19:16		105:21
100:24	116:2	summarized	suspended
status 60:25	subsequently	31:19	20:3,4,25
100:20	20:21	summary	47:12
stead 61:12	25:19	17:14	71:10
103:10	subset 63:6	18:14	76:19 78:8
step 30:8	substance	122:6	103:2
Stephen	36:12	131:18,19	105:4,19
136:3	55:24	Suntrust	106:20,23
stint 43:15	69:22	11:15	108:14,15
stops 142:21	85:18	support	109:16
straight	success	48:13	126:9
25:22	144:19	supporting	suspending
strategy	successful	142:6	75:22
127:9,15	87:4	supposed	suspension
129:24	sufficient	131:24	20:6,8
Street 3:5	38:13	surprise	23:13 24:2
strength	54:12,17	29:14	44:18
129:18	111:17	65:16	47:10,19
strongly	125:20	surprised	48:18
139:21	suggest 30:4	27:17	71:18,21
stuff 64:10	31:23 68:1	28:15	72:2,15
143:7,14	115:7	35:11	73:1,15
style 65:9	suggested	36:18	74:2,7,17
subject	30:2 31:18	surprising	76:10,12
44:17 67:1	32:4 67:24	112:12	78:6 86:6
100:12	96:3	surrounding	90:5,24
submit 90:22	suggestion	69:23	91:7 95:25
	96:15	suspect	96:1
		115:21	101:14
			104:12,14
			105:1
			108:23

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.

Yvonne Cowser Yancy on 02/17/2017 Index: suspensions..terminate

110:14	talk	20:18	91:21	tape	117:2
113:25		23:23	92:3,9,17,	taught	83:25
114:1,3,		24:1,4,13,	18 110:18	tax	142:12
17,18		25 25:19	111:12,17	Taylor-parks	
115:1,2,3		26:25	112:13	24:20	
116:13,15		31:15	124:25	34:23 35:5	
117:12,13,		32:23	125:8,22,	36:2,14	
15,16,19,		34:15,21	23 126:8	37:6	
20,23		35:7 36:3	129:2,12	Taylor-parks'	
118:13,17		40:8 46:17	132:1,3	36:10	
126:6,7,		70:23	142:14	teach	121:6
11,18,22,		71:13	talking	18:2	
25 129:2,		77:20 80:3	52:23	team	13:13
8,11,13,14		84:3 86:7,	53:7,17	100:9	
130:1		19 93:6	60:5 62:15	139:15	
135:24		94:23	72:11	technology	
136:15		110:24	80:22	12:17	
140:22		113:20	86:25	telephone	
suspensions		115:14,15	100:9,21	25:9	
47:15 72:8		116:15	101:23	telling	
sustain		117:5,22	104:21	104:17	
79:9,22		125:23,24	110:14	123:1,2	
Suzanne	4:10	133:11	115:16	ten-day	
swear	4:13	139:2	119:1,4,5	132:3	
switchboard		143:7	124:4	tenet	119:17
120:22		144:23	130:9	tenure	17:1
121:7		145:3	132:4	140:21	
sworn	4:23	talked	133:6,7	tenured	
		8:8	139:1,3	85:14	
		27:4 33:11	144:14,15,	terminate	
		35:4,22,25	17 147:1	37:21	
		47:7,20	talks	45:18,21	
		55:21	51:8	95:25	
		56:21	52:8 79:25	105:8	
		63:25	80:2,5		
T		64:4,6	81:6 115:3		
takes	16:9	71:6 76:6,	122:8		
57:22		13,15,17	123:10		
taking	5:4	77:19 86:8			
6:18 52:3					

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.

Yvonne Cowser Yancy on 02/17/2017

Index: terminated..time

113:13,23	105:11	19 15:13	threatened
115:22	110:17	64:13,19	121:8
120:3,4	terrible	70:19	threats
130:18	107:22	76:14	118:20
terminated	120:2	81:19	Thursday
21:11,16	131:8	83:14	22:17,18,
23:12 50:7	Terry 142:17	84:19	20 25:8
71:10	testified	85:15	32:15
72:19,21	4:23 7:25	88:10	40:12 44:7
106:12	testify 7:6	89:17,20	93:5
114:17	testifying	94:18	tight 145:13
116:4	8:4	100:6	time 4:7
123:11	testimony	106:21	10:3,21
terminating	8:3,23	108:24	12:10
48:22 62:7	9:1,12	118:24	20:2,9
116:1	101:17	120:23	41:14
termination	108:16	121:9,13	42:4,10
22:23 23:8	117:13,14,	122:6	46:6,9
38:7 45:9,	22,23	130:8,10	47:12
11,15	118:14,15	144:10	57:21
47:14 61:4	126:10,11,	145:14	66:21 70:8
101:13,14	21 130:1	147:4	76:4 81:15
113:10	thanked 22:6	thinking	84:6 89:23
115:25	thanking	79:13	94:2 96:3
119:7,15	143:3	thought	103:1
122:7	there'd 70:3	26:22 27:1	106:10,17
124:19	thereof	32:8,11	107:24
128:24	131:1	47:25	111:24
129:1	Theriot 3:4	48:2,13	114:11
130:22	4:16	87:10	115:6
133:24	thing 112:19	95:10	117:21
137:6	146:19	105:16	118:11
140:22	things 5:15,	111:5,17	124:1
terms 12:24	threaten	127:12	127:11
26:14	120:15	128:21	128:10,14,
47:13 48:7		142:15	25 129:7
58:25			135:13,16,

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.

Yvonne Cowser Yancy on 02/17/2017

Index: timeframe..typical

19,24	144:17	train 16:2	triggers
140:20,21,	Today's 4:6	training	96:20 98:7
24 142:18	told 20:12	15:25	102:5
143:6	22:4 25:1	47:20	true 117:18
timeframe	29:8 31:18	67:15,24	125:5
70:15	32:17	68:17	trust 117:7
92:11	37:5,15,16	69:15 76:7	119:16,20
timely 97:14	38:21	105:15	125:12
times 36:6	41:11	129:23	129:3,5
58:1 84:8	78:19	transacted	truth 121:15
142:18	103:8	19:22	truthful
title 12:7,	130:13	transcript	140:1
8,10 49:22	tool 16:3	5:20 12:3	truthfully
62:2,13	110:21	traveling	7:6
65:20	top 70:16	19:25	tucked
68:13 74:8	124:3	39:24	121:18
76:1 85:25	131:16	treat 62:19	Tuesday
87:13,15	topic 21:9,	95:7	19:21
93:18	16 22:23	treated	turn 78:10
94:19	59:12	49:25 50:3	Turner 11:14
97:20	127:13	63:23,24,	turning
98:8,9,16,	totally	25 65:3	113:6
21 99:9,24	145:21	93:25	TV 143:20
100:2,5	touch 143:14	98:12	tweeted
101:12	tour 116:8	102:12	120:22
102:4,5	144:5	107:7,10	Twitter
106:11,13	town 33:9	118:23	109:20
107:1,18	40:5,9	122:14	120:23
117:6	55:22	134:24	two-page
132:25	143:1	treating	53:25
134:25	tracks 14:20	68:7,16	type 56:21
today 5:4	traditionally	trial 115:9	typical 71:9
6:19,24	47:13	triggered	
7:7 8:20		98:3	
82:8 91:12			
143:15			

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.

Yvonne Cowser Yancy on 02/17/2017

Index: typically..videos

typically	104:22	Unit 9:9	
16:4,9,11,	unclassified	United 79:5	v
14 18:14	60:6 73:11	University	vacation
56:11	137:12	10:17	105:3
57:21 58:2	unclear 6:3	unnoticed	validate
71:10 98:7	uncovered	71:12	25:5
99:21	91:6	unpack	validating
105:20	underneath	101:17	69:17
137:11	13:13	unpaid 42:1,	valuable
144:5	understand	7 71:3	146:9
145:8	8:2 92:9	92:10,11	values
u	understanding	106:17	64:13,15
Uh-huh 72:1	85:10	unsure	147:3
122:4	113:21,23	106:21	varies 145:8
123:22	understands	untenable	vehicle
135:25	61:13	131:4	76:13
137:25	understood	unwarranted	vendor
ultimately	23:1	116:17	129:23
11:11	118:12,18	update 108:2	venture
113:3	unequivocally	135:9	118:7
141:7	101:1	upheld 87:6	verbal 5:18
144:1	unethical	uphold 59:2	versa 57:15
147:7	60:22	66:19	90:1
umbrella	unfortunate	upholding	versed 101:3
13:4 68:22	73:25	64:2	112:10
97:20	unfounded	upset 104:22	versus 4:4
141:6	116:18	upsetting	60:6
unable 75:6	uninterested	87:4	vice 57:15
unacceptable	47:5	120:10	90:1
18:4	union 11:8	130:14	video 148:4
unaware	103:4		videos
43:22	135:23		146:24
54:19	136:4		
65:13 85:2			

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.

Yvonne Cowser Yancy on 02/17/2017

Index: videotape..website

videotape	9,11 91:1	21:2 22:25	31:11
109:3	98:8,9,16	23:1,4,23	32:3,13
view 64:1	violations	24:1,14	34:5,18
66:25	56:8	25:2 26:2	41:9 46:5,
87:15,19		27:23,25	22,24
101:11	visibility	28:5,9,20	50:11
109:22	71:14	30:9 31:12	53:2,6
121:25	visible	32:2 37:12	54:2 60:8,
122:1	120:3	41:19	12 61:17
136:15	139:14	103:16	63:18
		104:2	64:22
viewpoint	visit 19:17		66:3,16
94:16,20,	108:24	Wan's 101:10	78:14,15
22 95:11	Vivian 47:21	waned 142:8	80:13,21
96:17,18	48:3	wanted 19:18	83:6 95:9
111:9,10	VJ 146:24	20:18	97:8 99:3
115:19		21:8,13	102:1,20
121:21	voicemail	23:3,7	103:24
	20:17	28:14,22	110:1
viewpoints	volume 121:9	32:19,22	113:16
95:18	vote 55:10	40:4,6,17	115:23
112:7	77:14	42:13,20	119:12
views 94:16	82:13	47:9,17	127:5
95:7	voted 56:3	68:10	128:7
102:8,9	82:14	114:19	135:12,21
107:7,9,15		115:21	136:18
115:10		116:10	137:20
violate	W	123:16	140:5,12
58:25		124:2	147:17,21
violation	Wade 145:3	125:1,2	watch 117:2
42:18 56:9	wages 130:5	134:20	water 141:16
57:3,6,7,	wait 5:24		ways 98:3
18,19,23	11:25	Wardlow 3:3	121:3
58:7,8,23	wake 146:19	4:15 5:2,3	
59:19,25	walk 132:7	6:23 7:24	weave 117:22
60:21	Wan 19:17	8:18 9:4	website
88:21	20:8,15	10:1 17:9	108:11,12
89:1,4,6,		18:20,22	
		28:17 29:7	

KELVIN J. COCHRAN vs. CITY OF ATLANTA, ET AL.

Yvonne Cowser Yancy on 02/17/2017

Index: Wednesday..Yvonne

Wednesday	82:16	130:17	35:10
20:22,24	84:18	workplace	66:20
week 19:21,	85:11,15	62:3	88:15
23,25	87:12	64:11,12	wrote 104:17
20:5,8,22	88:4,5,6,	66:23,24	138:22,23
21:7,24	8,11 90:22	71:1 95:16	
145:19	95:12,18,	114:8,10	
146:5	23 96:7	115:20	
	97:21	122:12	
whatever's	100:3	124:8	Yancy 4:3,22
84:11,12	102:19	125:23,24	5:7 17:12
whatsoever	104:21	126:2	46:17
14:16	105:17	130:25	80:19
87:24	106:4,8	133:8,17	148:5
window	108:25		year 11:1
129:25	112:18	works 82:8	16:10,12
	116:16	141:8	Year's 70:17
women 27:5	118:22	workshop	years 38:8
63:23	119:2,5,6	124:10	114:10
93:16 94:8	122:16	world 60:7	125:3
word 124:9	127:16	write 26:5	132:16
	128:6	38:3 75:7,	147:15
word's	129:22	9 81:19,20	yesterday
131:24	130:11,19	82:6 83:3	53:21
words 144:24	132:22	85:22 86:9	York 142:18
	145:12	87:22	young 145:3,
work 10:24		92:18	4
11:8 12:18	worked 11:4	93:10,11	
15:23	38:8 85:8	96:4	Yvonne 4:3,
47:22,23	101:21	101:22	22 5:7
48:4,9	102:17	138:21	80:19
49:14	103:12		147:25
50:10 51:5	104:7	writing	148:5
62:16	124:15	43:25 82:8	
66:15,20	129:4		
68:11 70:2		written	
72:15	working	19:15 25:6	
76:5,7,9	11:17	30:20	
81:20	120:8,14		

**CITY OF ATLANTA
PERFORMANCE EVALUATION FORM**

OVERALL EVALUATION SUMMARY

EMPLOYEE DATA				
Last Name	Cochran	First Name	Kelvin	Initial
PeopleSoft ID#	30684	Job Class Title	Chief	Department
				Fire & Rescue
Bureau/Division		Section		Unit
Evaluation Period (Month/Day/Year)	From January 2011		To December 2011	

EVALUATION CONFERENCE

Probationary Evaluations:

<input type="checkbox"/> New Hire	<input checked="" type="checkbox"/> Annual Evaluation
<input type="checkbox"/> New Officer (end of probation)	<input type="checkbox"/> Close-out Evaluation (e.g., due to transfer or promotion)
<input type="checkbox"/> Promotion	<input type="checkbox"/> Performance Improvement Plan Completed
	<input type="checkbox"/> Other (Please Specify: _____)

Overall Rating (refer to Overall Performance Evaluation Rating Chart in performance evaluation manual)

<input checked="" type="checkbox"/>	Outstanding
<input type="checkbox"/>	Highly Effective
<input type="checkbox"/>	Effective
<input type="checkbox"/>	Needs Improvement
<input type="checkbox"/>	Unacceptable

Request Extension of Probationary Period Through _____ (Date)

Rater Signature *[Signature]* Rater PeopleSoft ID# 32215 Date 12/5/2011

I have received a copy of my Evaluation and it has been discussed with me.
 I agree with the rating. I disagree with the rating and request a review.
 Employee Comments:

Employee Signature *[Signature: Kelvin Cochran]* Date 12/5/2011

EVALUATION REVIEWED BY

Department Evaluation Reviewer	Date
Bureau Head or Equivalent	Date
Other Signature (if applicable)	Date
Department Head or Designee	Date



Coch

3rd, Slight.

Musica

Stems - covered

b: h ⇒ Kline

Spoken as Coach

Spoken Coach

No Saml Matzger.

Anna Adams

↳ Santa based back

NO - exhibit

DF/Coach ⇒ MWR.

BIM ⇒

COA-Cochran 001777

PLAINTIFF'S
EXHIBIT
34
5/17/17 JB

Shelton / Gault / Gaulty 1/6/15

- Bob never investigated.

- Martin says

- Helen says

- She & Robert 28307

- Both subject

- workshop subject → no involvement in

labor-union work

* shells don't show dishes?

Gault -

- Run in Park

Child

It's been a hour to see the city

To suggest I have an opinion

They're not asking / respond to my

discovery

① They're not asking or - why

then explain

① Less than SCOA-Cochran #01778

- Issue of going back to Mayor - include as churches
- 10 day limit on church: some
 from established past relationship
- Go back to people who I had
 church relationship with less than 25
 As before
- 34 yrs expected I could loose my
 life => we don't seek damages with
 911 calls = we will die if we
 have to.
- culture => directly seen this ad
 I cannot accept death -
 "please make God
 allow" => culture culture of liberty
 make god.
 lib / liberty / happiness.

Why did you speak?
 Nothing I've seen @ my testimony
 - Mary & Anne

Rest of \$ 1000 Cochran 001779

Shirley M. Allen



State of Georgia
Department of Labor
SEPARATION NOTICE

1. Employee's Name Kelvin Cochran 2. S. S. No. [REDACTED]
a. State any other name(s) under which employee worked. _____

3. Period Of last Employment: From June 19, 2010 To January 6, 2015

4. REASON FOR SEPARATION: Termination
a. LACK OF WORK

b. If for other than lack of work, state fully and clearly the circumstances of the separation: Services no longer needed

5. Employee received payment for: (Severance Pay, Separation Pay, Wages-in Lieu of Notice, bonus, profit sharing, etc.)
(DO NOT include vacation pay or earned wages)

N/A In the amount of \$ 0.00 for period from _____ to _____
(type of payment)

Date above payment(s) was/will be issued to employee _____

IF EMPLOYEE RETIRED, furnish amount of retirement pay and the percentage of contributions that were paid by the employer?

N/A per month _____ % of contributions paid by employer _____

6. Did this employee earn at least \$3,500 in your employ? YES NO If NO, how much? \$ _____

Employer's Name	<u>City of Atlanta</u>
Address	<u>Equifax P.O. Box 283</u> <small>(Street or RFD)</small>
City	<u>St. Louis</u> State <u>MO</u> <u>63166</u>
Employer's Telephone No.	_____ <small>(Area Code) (Number)</small>

Average Weekly Wage _____

GA D.O.L. Account Number 140355-01
(Number shown on Employer's Quarterly Tax and wage Report, Form DOL-4)

I CERTIFY that the above worker has been separated from work and the information furnished hereon is true and correct. This report has been handed to or mailed to the worker.

Signature of Official, Employee of the Employer
or authorized agent for the employer

Title of Person Signing

Date completed and Released to Employee

NOTICE TO EMPLOYER
At the time of separation, you are required by the Employment Security Law, OCGA Section 34-8-190(c), to provide this employee with this document, properly executed, giving the reasons for separation. If you subsequently receive a request for the same information on a DOL-1199FF, you may attach a copy of this form (DOL-800) as a part of your response.

NOTICE TO EMPLOYEE
OCGA SECTION 34-8-190(c) OF THE EMPLOYMENT SECURITY LAW REQUIRES THAT YOU TAKE THIS NOTICE TO THE GEORGIA DEPARTMENT OF LABOR FIELD SERVICE OFFICE IF YOU FILE A CLAIM FOR UNEMPLOYMENT INSURANCE BENEFITS.

PLAINTIFF'S EXHIBIT
35
2/17/17 SB
PENGDAD 800-631-9889

Dol-800 (R-2/06) /am

COA-Cochran 000002

From: webmaster@atlantaga.gov
Sent: Tuesday, January 13, 2015 7:53 PM
To: Mullinax, Melissa
Subject: City of Atlanta, GA: City of Atlanta Releases the Law Department's Investigative Report of Kelvin Cochran

Visit the link below to read this on our website.
<http://www.atlantaga.gov/index.aspx?page=632&recordid=3233>



City of Atlanta Releases the Law Department's Investigative Report of Kelvin Cochran
Posted Date: 1/13/2015 2:30 PM



Mayor's Office of Communications
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FOR IMMEDIATE RELEASE: January 13, 2015

News Release

City of Atlanta Releases the Law Department's Investigative Report of Kelvin Cochran

ATLANTA – The City of Atlanta Law Department performed a thirty-day investigation into the publication of the book *Who Told You That You Were Naked* by former Fire Chief Kelvin Cochran. The Law Department issued its findings in an Investigative Report released on January 9, 2015.

The Investigative Report shows that Mr. Cochran did not have authority to publish the book as required by the Atlanta Code of Ordinances and that he distributed the book to at least nine subordinates at work. It also describes a general consensus among the interviewed Atlanta Fire Rescue Department employees that Mr. Cochran's book publication, in his capacity of Fire Chief, undermined his ability to provide leadership to the Department in the future.

The findings demonstrate the inaccuracy of the relentless assertions, by a vocal minority, that the Mayor terminated Mr. Cochran for his religious beliefs.

"Mr. Cochran and I are both men of faith," said Mayor Kasim Reed. "My decision has nothing to do with his religion and everything to do with his judgment and conduct as the leader of the Atlanta Fire Rescue Department and a member of my Cabinet. Mr. Cochran ignored the City's Ethics Code which establish a clear protocol which *must* be followed before a Commissioner may engage in private activity for pay. Mr. Cochran made numerous judgment decisions regarding the book that are unacceptable for a leader in City of Atlanta

government: he sold the Book without the requisite approval; he authored the book identifying himself as the Atlanta Fire Chief; he distributed the book at work, despite the fact that its content expressed opinions which are contrary to the City's and my personal commitment to nondiscrimination; he exposed the City to potential litigation from employees; and he published the book without ever mentioning it to me. Mr. Cochran's decisions as a City official, not his religion, resulted in his termination."

Authority

Atlanta's Ethics Code establishes the required approval process for Department heads who wish to engage in outside activities "for remuneration".

Commissioners . . . may engage in private employment or render services for private interest only upon obtaining prior written approval from the board of ethics in accordance with this paragraph. The board of ethics shall review each request individually and provide written approval or disapproval of the notification within thirty days. (Atlanta Code of Ordinances, Section 2-820 (d)).

The independent report found that "no such approval was sought or rendered in the publication of the book that is available on Amazon.com for purchase". (Investigative Report, p. 1).

Distribution of Book in Workplace

The Investigative Report determined that Mr. Cochran distributed his book in the workplace to at least nine individuals. Three of them stated that the book was given to them without a request on their part. (Investigative Report, p. 2)

Most notably, Mr. Cochran provided the book to a Battalion Chief during a professional counseling one-one-one session. The Battalion Chief did not request a copy of the book. The purpose of the session was to discuss what the Battalion Chief needed to do to prepare himself for appointment to the position of Assistant Chief. The Assistant Chief position is the *only* sworn position that a Fire Chief may appoint using his sole discretion; all other sworn positions are filled through a pre-determined selection process. (Investigative Report, p. 2)

Disciplinary Decisions

The Investigative Report found no indication that Mr. Cochran allowed his religious beliefs to compromise his disciplinary decisions. (Investigative Report, p. 3)

None of the witnesses interviewed for the Investigative Report were able to identify a *specific* instance of unfair treatment by Mr. Cochran based on his religious beliefs. One of the witnesses, a lesbian who is a retired Battalion Chief, stated that during her employment, she suspected Mr. Cochran's religious beliefs and consequently took a voluntary demotion. (Investigative Report, p. 4)

Judgment as Department Head

The Investigative Report evinces that Mr. Cochran's actions undermined his ability to lead the Atlanta Fire Rescue Department. "There was a consistent sentiment among the witnesses that firefighters throughout the organization are appalled by the sentiments expressed in the book. There is also a general agreement the contents of the book have eroded trust and have compromised the ability of the chief to provide leadership in the future. . . . [Union president Borders] echoed the sentiment of distrust and disgust created by the contents of the book with the representation in the book that Chief Cochran is speaking in his capacity as AFRD Chief." (Investigative Report, pp. 3-4)

Law Department Investigation Re Chief Cochran Book, 1-9-15.pdf

###

For more information about the City of Atlanta, please visit <http://www.atlantaga.gov> or watch City Channel 26. Follow the City of Atlanta on [Facebook](#) and [Twitter @CityofAtlanta](#). Follow Mayor Reed on [Facebook](#) and [Twitter @Kasim Reed](#)

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City of Atlanta

Employee Handbook



**Department of Human Resources
November 2010**

DHR - 10/10



1

COA-Cochran 000508

This employee handbook is for informational purposes only. It is not intended to create a contract of employment or to establish terms or conditions of employment. Pursuant to OCGA §34-7-1, employment with the City of Atlanta is at-will and may be terminated at will by the employee or the city.

Introduction

This handbook provides employees of the City of Atlanta with general information regarding the city's policies and procedures. It supersedes and replaces all prior published versions. The most current version is maintained on the city's intranet site at www.atlanta.web.

The information provided within should be helpful in familiarizing employees with the city's policies and procedures. This handbook, however, cannot anticipate every situation or answer every question about employment. The city will demonstrate appropriate flexibility in the administration of guidelines and reserves the right to make changes and revisions without notice when necessary.

The information in this handbook is not intended to supersede or override any provision of the city charter or code of ordinances. Employees are directed to this charter and code for guidance.

How Atlanta City Government Works

Atlanta has a "strong mayor" form of government, established by city charter. The charter was granted by the State of Georgia and gives the city all powers necessary to promote the safety, health, peace and general welfare of Atlanta and its people.

City government is divided into three branches: legislative, executive and judicial. City council comprises the legislative branch and makes the laws that govern the city. City departments, under the direction of the mayor, constitute the executive branch and are responsible for the day-to-day operation of the city. The chief financial officer (CFO) and city attorney have dual reporting responsibilities to the mayor and city council. The judicial branch is comprised of the municipal court system.

Vision, Mission, Management Philosophy and Values

- Ensure Atlanta is clean and safe
- Maintain and develop a strong infrastructure
- Nurture open and honest government
- Ensure that the city is fiscally responsible
- Maintain effective and efficient government

The vision of the City of Atlanta is to become a global leader, creating and supporting an environment where all people thrive and prosper.

The mission of the City of Atlanta is to provide leadership, services and support necessary to achieve a high quality of life for all people.

This mission is accomplished through a management philosophy that supports investing in the workforce, delivering quality customer service, living within means and finding a better way.

The City of Atlanta operates under the values of serving everyone equitably, striving for excellence, valuing employees, promoting public trust, celebrating diversity and seeking a global role.

Customer Service

One of the top priorities for the City of Atlanta is to provide outstanding service for all customers, both external and internal. Thus, anyone who lives in or visits the city has the right to expect top-notch service that is fast, courteous, professional and flexible.

In support of this priority, the city launched a quality customer service initiative embodying the slogan, "I am the City of Atlanta, committed to serving you." This initiative is designed to encourage and equip all employees to become more customer-responsive. Employees are expected to provide quality service to all customers in a prompt, courteous and effective manner. Every employee has customer service as a critical job element, which is included on all performance evaluations.

Equal Opportunity

The City of Atlanta is an equal opportunity employer, committed to providing and nurturing a work environment free of discriminatory practices. City policy prohibits forms of discrimination covered under Title VII of the Civil Rights Act, the Americans with Disability Act, and city ordinances. Specifically, discrimination is prohibited based on race, color, religion, age, disability, gender, sexual orientation, veteran status or national origin. Atlanta's equal opportunity policy applies to recruitment, selection, hiring, compensation, promotion, training and all other conditions of employment.

The city provides a process for all employees to report any conduct perceived to be discriminatory, which employees are encouraged to use. An employee should immediately report any employment action believed to be discriminatory to the equal opportunity coordinator within the employee's department or to the city's Office of Diversity Management at 404-330-6416. Employees can also make requests for workplace disability accommodations to these resources.

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DHR – 10/10

Civil Service System

The City of Atlanta government operates under a formal civil service system adopted by city council and approved by the mayor. Under this system, employees who are "classified" have certain civil service protections related to adverse employment decisions. Additionally, the system provides for the administration of all human resource processes, including classification of positions; compensation matters; manner and method of publicizing vacancies; procedures for appointing and dismissing personnel; terms, conditions and benefits of employment; procedures for filing grievances and related matters; and the development of employees. The Department of Human Resources has responsibility for administering the civil service system.

Many of the rights and benefits of the city's civil service system are dependent upon an employee having regular status. A regular employee is a benefit-earning employee who has been appointed to a permanent position in the civil service in accordance with the *City of Atlanta Code of Ordinances* and, if required, has satisfactorily completed a probationary period

Civil Service Board

The civil service board, established by the city charter, consists of five members appointed by the mayor with the consent of the city council. The board holds hearings and makes final determinations on classified employee appeals of demotions, suspensions, and dismissals; removal from employment eligibility registers; disqualification for reemployment; layoff or reduction-in-force procedures and unjust coercion or reprisal related to appeals or grievances.

Classified and Unclassified Service

The civil service system is divided into the classified and unclassified service, as defined in Section 114-84 of the *City of Atlanta Code of Ordinances*.

The fundamental difference between the classified and unclassified service is that all regular employees in the classified service may appeal actions to the civil service board and file grievances. Sworn, regular employees at the rank of captain and below in the Departments of Fire Rescue and Police may also appeal actions to the board, except for demotions from discretionary ranks. All sworn, regular employees in the departments of Fire Rescue and Police may file grievances. Certain employees in the unclassified service with "retained rights" may request a name-clearing hearing before the board.

Employees in the unclassified service, other than the sworn employees described above, serve at the pleasure of the appointing authority.

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DHR - 10/10

Hours of Work

The standard for all full-time employees is a 40-hour workweek, except for certain sworn members of the Department of Fire Rescue who work a 53-hour week. Normal city hall business hours are 8:15 a.m. to 5:00 p.m., Monday through Friday. Employee work schedules may vary from these standard hours, based on operational needs. The standard workday is eight hours, although some operations may require longer shifts. Supervisors will inform employees of their specific work schedules. The work schedule will be determined by the department head in consultation with the commissioner of Human Resources.

Attendance

Employees are expected to report to work on time and to maintain a good attendance record. Late or absent employees must inform their supervisors as soon as possible. Supervisors will inform employees of the call-in procedures for their particular work locations. Frequent or unreported lateness and/or absences may result in disciplinary action, up to and including dismissal. This policy applies equally to situations where an employee may be required to work overtime or to report to work on holidays or other scheduled off-days.

Lunch Breaks

A lunch period of 30-45 minutes is generally provided within the workday. Department heads may prescribe appropriate lunch period regulations as necessary. Regardless of the lunch period, all full-time employees are expected to work a minimum eight-hour day. Employees are not permitted to perform any of their job functions during the lunch break.

Probationary Period

All employees who have been appointed to a regular position in the classified service and who earn benefits, as well as sworn employees in nondiscretionary ranks, must satisfactorily complete a probationary period to acquire rights in that position. This period is six months in duration and may be extended for an additional six months, except for the supervisory ranks of captain and below in the Departments of Corrections, Fire Rescue and Police. These employees have a 12-month probationary period, which cannot be extended. Note: Police Officers do not begin the six-month probation until they complete field training. Employees serving an initial probation cannot appeal adverse actions or file grievances.

Non-sworn, unclassified employees are not required to serve a probationary period.

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DHR - 10/10

Performance Management

The City of Atlanta has a comprehensive performance management program. The program links the city's priorities and department management plans to quality customer service, work expectations, team values, employee rewards and recognition and continuous process improvement.

In the initial phase of the performance management cycle, supervisors and employees agree on work expectations and discuss any needed or desired development plans.

Throughout the appraisal period, supervisors regularly communicate with employees to review performance, reinforce desirable behaviors, make adjustments in job expectations and identify any areas needing improvement. Improvement plans may be developed and discussed with the employee, as needed.

The final component of the cycle is the evaluation conference between the supervisor and employee. During this session, the supervisor and employee discuss the employee's successes and problems in meeting job and customer expectations and accomplishing development goals and make any modifications needed to performance expectations and development plans for the next appraisal cycle.

Performance evaluations are used as a basis for determining salary increases when funding is available. They are also considered in making decisions regarding training, promotion, transfer and dismissal. Evaluations are completed prior to the expiration of any probationary period, as well as on an annual basis, upon an employee's separation from service and upon the employee's supervisor leaving their position if the employee has not been evaluated in the previous six-month period.

For additional information, employees should contact their departmental human resources unit or the city's Office of Organization and Employee Development at 404-330-6470.

Employee Development and Training

City employees are encouraged to participate in training opportunities during the year. Each department provides its employees with department-specific technical and job-related training and development opportunities, dependent on availability of funds. Departmental training coordinators can provide additional information regarding these opportunities.

Additionally, the city's Office of Organization and Employee Development provides employees with mandatory and elective citywide training and development programs, as funding allows. These programs are designed to help employees perform their jobs better while preparing them

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DHR - 10/10

for promotional opportunities. Some mandatory training and development programs provided are:

- New Employee Orientation
- Quality Customer Service Training
- Performance Management Training for Rating Supervisors
- Sexual Harassment Training

Elective training and development programs include:

- GED/Basic Skills Training
- Computer Skills Training
- Office/Support Staff Development
- Executive/Management/Supervisor Development

For additional information on training and development programs, employees should contact their departmental training coordinators or the city's Office of Organization and Employee Development at 404-330-6470.

Promotions

Promotions are made according to merit and fitness. Classified promotional opportunities must be advertised for a minimum period of seven calendar days.

Employees selected for promotion to positions that require working with children, seniors, money or other financial transactions will be required to pass a criminal background check as a condition of the promotion. A credit check also must be completed successfully if the promotion so warrants based on job-relatedness.

Employees who are promoted to classified positions or to sworn, nondiscretionary positions are required to serve a new probationary period. Except for probationary employees in sworn, supervisory positions, these employees may be demoted during the probationary period in keeping with the civil service rules without recourse to a hearing before the civil service board. Sworn supervisors in nondiscretionary positions who do not successfully complete the probationary period are removed from the eligible list for the rank. They may appeal this removal to the civil service board.

Employees demoted during the probationary period will be credited with any pay adjustments they would have earned had they not been promoted.

Unclassified, non-sworn employees do not serve a promotional probationary period.

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DHR - 10/10

Pay Periods/ Paychecks

City employees are paid every two weeks, either by check or direct deposit.

If a payday falls on a legal holiday, paychecks are distributed on the workday immediately prior to the holiday.

Paychecks are distributed at employee work sites. Employees on extended leave may request that their supervisor mail the paycheck to their home address. Paychecks returned to the Department of Finance, Payroll Division, may be picked up at 55 Trinity Avenue in Suite 1600. No check will be released without proper identification.

Overtime/Compensatory Time

Overtime is paid in accordance with the federal Fair Labor Standards Act (FLSA). Overtime may be compulsory or mandatory if required to maintain an acceptable level of service to citizens. Opportunities to work overtime are normally rotated among all employees in the same classification and work area.

Employees non-exempt from FLSA may be given compensatory time off in lieu of overtime pay. Any compensatory time accumulated beyond 160 hours by a non-exempt employee will be paid as cash compensation. Non-exempt employees will be paid in cash for all accumulated compensatory time remaining at the time of termination.

Employees exempt from FLSA may be given compensatory time off at the rate of one hour for each hour worked beyond their regularly scheduled work period. Exempt employees are not eligible for overtime pay and are not eligible to have accrued compensatory time paid out in cash.

Employees may accrue a maximum of 160 hours of compensatory time.

All accrued compensatory time must be used before the end of the calendar year in which it was earned. When work circumstances prevent employees from taking time off, accrued compensatory time may be approved for carryover into the following calendar year. The employee's department head and the commissioner of Human Resources must approve such requests.

Premium Pay

If non-exempt employees are required to work on a holiday, they receive regular pay, plus an additional one and one-half times their regular pay (either in cash compensation or compensatory

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DHR – 10/10

time) for each hour worked. This is not overtime pay. It is special premium pay for holiday work.

Exempt employees do not receive premium pay but may be given compensatory time off on an hour-for-hour basis for work on scheduled holidays.

Holidays falling on a Saturday (or the first day of an employee's normal two-days off) are taken (observed) on the preceding workday. Holidays falling on a Sunday (or the second day of an employee's normal two-days off) are taken (observed) on the following workday. Non-exempt employees are not paid premium pay for working on observed holidays.

In order to be paid for holidays, employees must be in a paid status for the regularly scheduled workdays immediately before and immediately after the holiday. Part-time employees in regular positions are paid for holidays at their part-time rate. Temporary employees are not paid for holidays not worked.

Flexible Benefits Program

Flexible insurance benefits are offered to City of Atlanta employees through payroll deduction. These benefits are on a pre-tax basis. The city contributes a portion of health, dental and life insurance costs. All other costs are paid through employee contributions.

Insurance benefits are available for the financial protection of employees and their dependents. Employees decide which plans best fit their individual needs. Choices include the following:

- Health Insurance
- Dental Insurance
- Vision Insurance
- Life Insurance
- Flexible Spending Accounts
- Supplemental Insurance
- Continuation of Insurance after Termination of Employment and at Retirement

The latest flexible benefits program booklet describes the plans listed above in detail. For more information or a copy of the booklet, call the city's Employee Benefits Division at 404-330-6036.

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DHR – 10/10

Social Security/Medicare

Federal law does not require most city employees to participate in the Social Security Retirement System. Only temporary employees or others not covered by the city's pension plan have payroll deductions taken for Social Security retirement benefits.

Federal law does require that all employees hired or re-hired after April 1, 1986 be enrolled for retirement health insurance under Medicare. Therefore, all city employees hired after that date have mandatory withholding for Medicare retirement health insurance coverage.

For further information, contact the local Social Security Administration office or the city's Payroll Division at 404-330-6260.

Pension

The City of Atlanta has two types of pension plans. Defined benefit plans, created by state law, provide employees with a source of defined retirement benefits determined by salary, length of service and age at retirement. These plans are provided for classified employees and employees at pay grade 18 and below, as well as for police officers and firefighters. Also, some employees hired prior to September 1, 2005 who fall outside these categories may have elected to participate in the defined benefit plan when eligible to do so. The three defined benefit programs also provide for death and disability benefits under certain circumstances.

Unclassified employees at pay grade 19 and above hired September 1, 2005 or later are enrolled in a defined contribution pension plan. Some employees hired prior to this date who are classified or are at pay grade 18 and below may also participate in the defined contribution plan if they chose to do so when eligible. The defined contribution plan allows employees to determine how their retirement funds are invested. Upon leaving or retiring from city service, employees may withdraw their invested pension contributions and a portion of the city's match, based on the vesting schedule.

Current updates and details of all pension plans are available through the Pension Division at 404-330-6260.

Deferred Compensation/Retirement Savings Plans

These plans allow employees to save for retirement with pre-tax dollars through payroll deduction. Employees may choose from several plans. Contact the city's Payroll Division at 404-330-6260 for more information.

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DHR -- 10/10

Credit Union

Regular employees and their immediate family members are entitled to membership privileges in the credit union. These privileges include saving by payroll deduction and borrowing funds at competitive interest rates. The Atlanta City Employees Credit Union is located at 670 Metropolitan Avenue and can be reached at 404-658-6465.

United States Savings Bonds

Employees may purchase United States Savings Bonds through payroll deduction. For more information, call the city's Payroll Division at 404-330-6260.

Employee Health and Wellness Center/Wellness Initiatives

The Department of Human Resources (DHR) operates an employee Health and Wellness Center in city hall south, which includes a state-of-the-art fitness facility on the 4th floor and an employee health center on the 5th floor of 55 Trinity Avenue. All services are offered free of charge. Employees may use these facilities at their own risk. Time spent in the facilities is not counted as working time or working hours.

The health center provides a variety of services for employees, retirees and their families. These services include: health screening/monitoring (e.g., blood pressure, blood sugar and cholesterol); health education and coaching; flu shots; nutritional counseling; behavior modification support in areas such as smoking cessation, stress management and weight loss; chronic disease management; basic care for minor emergencies and consultation regarding health concerns. DHR also sponsors health fairs, vision screenings, blood drives and lunch-and-learn programs related to wellness. Some services and programs are made available at work sites other than city hall south.

No appointments are necessary for use of the fitness facility or to visit the health center. For further information or to schedule on-site employee screenings, contact the Health and Wellness Center at 404-865-8496 or 8497.

Workers' Compensation

A comprehensive program of workers' compensation protects employees injured on the job. This program provides payment of all authorized medical expenses and contains provisions for continuous income during the period of disability for any on-the-job injury deemed compensable.

Employees injured on the job are required to immediately report to their supervisors the nature of the accident and injury. Supervisors will complete appropriate forms and forward them through

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DHR-- 10/10

the chain of command so that the city's third-party administrator receives notification within 24 hours of the injury. This information should also be forwarded to the Department of Finance; Risk Management; 68 Mitchell Street, Suite 9100; Atlanta, GA 30303.

Failure to abide by this procedure may result in denial of coverage for medical and income benefits which would otherwise have been received.

For additional information, contact the Department of Finance at 404-330-6684.

Employee Assistance Program/Psychological Services

The Employee Assistance Program (EAP)/Psychological Services Unit (PSU) provides a no-cost confidential counseling service for employees and their families.

Professional staff can assist in resolving personal problems, such as marriage and partnership conflict, depression, alcohol or drug abuse, emotional distress, financial problems and job stress, some of which may impact job performance. They are also available to provide consultation to supervisors and managers regarding job performance problems resulting from such issues.

In cases where employees are impaired in their ability to perform job-related tasks due to physical or psychological difficulty or because of substance use and/or abuse, the department may refer employees to EAP/PSU for coordination of early-warning or fitness-for-duty evaluations.

If assistance is needed, call 404-658-7397. In an emergency situation, call 404-614-6525 and ask for the emergency clinician.

Annual/Vacation Leave

Annual leave may be requested for personal or emergency reasons or vacation. Temporary employees are not eligible for annual leave. Part-time employees are entitled to annual leave only in proportion to the number of hours worked. When scheduling vacation time, the employee should be considerate of the workload of the department. If the employee is terminated or resigns, any unused vacation will be paid to the employee.

Annual leave based on a standard 40-hour workweek is accrued in accordance with the schedule below. Sworn employees in the Department of Fire Rescue with a standard 53-hour workweek will accrue and carry over hours based on a 12-hour workday.

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DHR - 10/10

Annual Leave Accrual for 40-Hour-Per-Week Benefit-Earning Employees

<u>Length of Service</u>	<u>Days/Hrs. Accrued</u>
0 to 5 Years	12 Days/96 Hours
5 to 10 Years	15 Days/120 Hours
10 to 15 Years	18 Days/144 Hours
15 to 20 Years	21 Days/168 Hours
20 Years & Up	25 Days/200 Hours

Holidays

The City of Atlanta designates the following days as holidays:

- New Year's DayJanuary 1
- Martin Luther King's BirthdayThird Monday in January
- Memorial DayLast Monday in May
- Independence Day.....July 4
- Labor DayFirst Monday in September
- Veterans Day.....November 11
- Thanksgiving.....Fourth Thursday and Friday in November
- Christmas Day.....December 25

Sick Leave

Employees who are entitled to earn annual leave will also be entitled to earn sick leave with pay to be computed on the basis of one-fourth day for each workweek or equivalent (13 days of sick leave per year for an employee whose regular work schedule is 40 hours per workweek). The maximum accumulation of sick leave is unlimited. Sick leave may not be used in units of less than one hour.

A department head may grant an employee sick leave with pay for the following reasons: personal illness, injury, or disability; consultation or treatment for personal medical, dental, or optical conditions; exposure to a contagious disease that would endanger others; maternity; or death or illness of a member of an employee's family or domestic partner, as defined by city code, that requires the employee's personal care and attendance. An employee's department head

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DHR – 10/10

may require verification of a death. Such verification must be submitted within a reasonable time frame.

A medical certificate from a licensed physician or chiropractor may be required by an employee's department head in order to substantiate a request for sick leave under the following circumstances:

- Any period of absence due to illness that consists of three or more consecutive workdays (except for the Department of Fire Rescue, for which the fire chief may adopt a different policy to accommodate the 53-hour workweek)
- Request for sick leave during a period when the employee is on annual leave
- The occurrence of frequent or habitual absences from duty, after the employee has been notified or warned that a certificate would be required

Paid Leave for Health Screenings

Regular, full-time employees are allowed to take up to four hours of paid leave, one time per calendar year, for health screening for cardiovascular disease, cancer, HIV, diabetes and pneumonia/influenza.

The employee must submit a signed copy of the medical documentation verifying the screening to their supervisor. Health screening leave forms may be obtained from the departmental human resources unit.

Advanced Sick Leave

In case of emergency, employees who have used all accumulated sick leave and annual leave because of protracted illness may be advanced sick leave upon the recommendation of the commissioner of Human Resources and approval of the chief financial officer.

Employees wishing to apply for advanced sick leave should contact their departmental human resources unit to obtain the appropriate forms.

Family and Medical Leave

Classified, unclassified and temporary employees with the appropriate amount of service are entitled to take job-protected leave, in compliance with the federal Family and Medical Leave Act (FMLA) in certain situations. The employee must have worked for the city for at least 12 months and have provided at least 1,250 hours of service during the 12 months prior to the date leave is to begin.

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DHR -- 10/10

Eligible employees may take up to a total of 12 weeks of leave during any 12-month period for one or more of the following reasons:

- birth and care of the employee's child
- placement of a child with the employee for adoption or foster care
- care of the employee's spouse, son, daughter or parent with a serious health condition
- medical leave for a serious health condition that makes the employee unable to work
- qualifying exigencies arising out of the fact that the employee's spouse, son, daughter or parent is on active military duty or call to active duty status, including as a member of the National Guard or Reserves, in support of a contingency operation

When an eligible employee's spouse, son, daughter, parent or next of kin who is a current member of the Armed Forces incurs a serious injury or illness in the line of active duty, the employee is entitled to up to 26 workweeks of leave to care for the service member during a single 12-month period. This period begins on the first day the employee takes military caregiver leave and ends 12 months after that date, regardless of any leave periods otherwise used for FMLA calculation. The employee is eligible for a combined total of 26 workweeks of FMLA leave in the single 12-month period if leave is taken for any other FMLA-qualifying reason, provided that no more than 12 workweeks of leave may be used for reasons other than military caregiver leave.

FMLA leave can be a combination of annual leave, sick leave, compensatory time and leave without pay.

This entitlement guarantees that employees who take FMLA leave have the same job or a job with equivalent status and pay when they return from FMLA leave. The city will continue an employee's health benefit coverage during the leave period, with the employee making required premium contributions.

Employees wishing to apply for FMLA leave must notify their supervisor at least 30 days in advance of the need to take leave when the need is foreseeable and such notice is practicable. Forms and assistance for applying for FMLA leave are available from your departmental human resources unit.

Voluntary Shared Leave

A regular employee may receive leave (annual, sick and/or compensatory time) voluntarily transferred from one or more other employees in the event that the employee or an immediate family member suffers from a serious illness or injury that necessitates the employee's absence from work. The leave is subject to all conditions specified in Section 114-429 of the *City of*

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DHR - 10/10

Atlanta Code of Ordinances. Employees may contact their departmental human resources unit or the city's Employee Benefits Division at 404-330-6036 for additional information.

Blood Donation Leave

An employee is entitled to a leave of absence of not more than 16 hours in each calendar year without loss of pay for the purpose of donating blood. This absence will be computed at four hours per donation, up to four times per year. Satisfactory evidence of having donated or attempted to donate blood is required.

Disability Leave

An employee who is injured in the line of duty and suffering a temporary total disability which is compensable under the Georgia workers' compensation act may receive full salary in lieu of workers' compensation weekly benefits during the period of disability as defined below. The disability must be substantiated by an authorized panel physician's report.

An injured employee who is covered by the city's pension plan and is not temporary may receive full salary for six months in lieu of workers' compensation. No compensation in the form of disability leave shall be allowed for the first three working days of incapacity resulting from an injury; provided, however, if an employee is incapacitated for 28 consecutive days following an injury, disability leave shall be paid for the first three working days of incapacity. After six months, the injured employee shall be allowed to utilize all accrued sick and annual leave with appropriate approved documentation or the employee shall be paid the rate provided by the state workers' compensation act.

Employees not eligible to be paid salary in lieu of workers' compensation will be paid in accordance with the state workers' compensation act.

Military Leave

Regular, full-time employees who are members of the United States Armed Forces are entitled to military leave to fulfill their obligation for military duty and/or training, including travel time.

Up to 18 days of military leave with pay may be granted in one calendar year. Employees will be paid the difference between the military salary and current city salary for workdays 19 through 25 in any calendar year for military duty in support of homeland security or military action against terrorism. Employees exhausting their entitlement to paid military leave will have the option of using annual leave, compensatory time and/or leave without pay for any additional obligation.

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DHR - 10/10

If military leave extends beyond December 31 of any year, January 1 begins a new eligibility period for the city's paid military leave benefit. Federal law places a five-year limit on the cumulative length of time a person may serve in the military and remain eligible for reinstatement with the city.

Employees should provide their supervisors with an annual drill schedule for their unit and any orders directing their participation in training. Employees who are called to active duty, or who enlist and will be serving on active duty, should request a leave of absence as outlined in this handbook.

Employees not receiving a copy of military orders in sufficient time to prepare a written leave request may notify their supervisor orally that they have been called to military service. Written documentation of military service is required to receive compensation for military leave from the city and/or for reinstatement upon return. This documentation may be provided prior to leaving, during service or upon return from military duty.

Educational Leave

Study leave of absence is granted to regular employees only when it does not adversely affect city services. Any such leave taken beyond accrued annual leave or compensatory time is without pay.

Civil/Jury Duty Leave

An employee is entitled to time off with pay when performing jury duty or when subpoenaed to appear before any public body or commission, except when summoned to appear for personal matters.

An employee is also permitted to take up to two hours off to vote in any municipal, county, state or federal political party primary or election. If the hours of work commence at least two hours after the opening of the polls or end at least two hours prior to the closing of the polls, the time off for voting need not apply.

An employee is entitled to time off with pay to work at the polls during a City of Atlanta municipal election, provided prior approval is received from the employee's supervisor or department head and the employee applies to and is approved and selected by the Fulton or DeKalb County Department of Registration and Election.

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DHR - 10/10

Leave for Examinations

Leave with pay may be granted when an employee is being examined by a federal, state or other governmental agency, if such exams are pertinent to employment with the city.

Unpaid Leave of Absence

A department head, with notification of the commissioner of Human Resources, may grant a regular employee a leave of absence without pay for a period not to exceed one year if the leave will not adversely affect the interest of the service of the city. Unclassified employees are limited to a period of three months of unpaid leave to work on a political campaign.

Employees on an unpaid leave of absence may continue group life and health benefits by paying the premium payments, provided that the leave is granted for military leave, maternity leave, sick leave or study leave of absence.

Unauthorized Leave

An employee taking leave without authorization during the prescribed hours of work does so without pay and is subject to disciplinary action.

Note: Failure to return at the expiration of approved leave will be considered as absence without official leave.

Safety Program

The City of Atlanta provides a safe and healthy work environment for all employees. Employees are responsible for carrying out the responsibilities of their jobs in a safe manner and not endangering their own lives or the lives of others. Further information on safety procedures can be obtained from your supervisor or by clicking on the "Safety" link on the city's [intranet](http://www.atlanta.web) site (www.atlanta.web).

Smoke-Free Environment

The City of Atlanta offers a smoke-free environment in which to work. Smoking is not permitted inside of any city work site.

Emergency Procedures

Every department is responsible for installing an emergency and evacuation plan. For emergency and evacuation procedures and locations, contact your departmental emergency coordinator.

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DHR - 10/10

Identification Badges

Employees are required to wear their identification badges visibly displayed at all times while on city property. ID badges are made available upon employment at no cost to employees. Lost or destroyed badges must be replaced immediately at the employee's expense.

Inspection of Parcels/Building Security

Security staff may, from time-to-time, search and/or require employees to allow searches of parcels, bags, briefcases, handbags and/or other personal items.

General Guidelines for Conduct

Employees are expected to present a professional demeanor and treat citizens, customers and other employees with dignity and respect. City employees will be professional and courteous to the public, co-workers and supervisors and will not use insensitive, abusive, violent or profane language, either in person, in writing, via the telephone or in any other type of communication.

Alcohol and Drug Policy

The City of Atlanta recognizes that the work environment should be free of the effects of alcohol and drug abuse. All new employees must submit to a pre-employment drug screening. Additionally, the city provides all employees an opportunity to voluntarily enter the city's Employee Assistance Program without being subjected to any disciplinary action based on the substance abuse, provided that the employee meets the conditions established in Section 114-568 of the *City of Atlanta Code of Ordinances*.

Sworn employees, as well those holding a commercial driver's license (CDL), will be subject to random drug testing. When reasonable suspicion exists that any employee is using alcohol or illicit substances or abusing prescription drugs, that employee will be required to submit to a "for cause" drug test. A positive result on a drug screen is a direct violation of the city's substance abuse ordinance. Any employee found in violation will be subject to disciplinary action, up to and including dismissal.

The following employee behaviors related to the use of substances are prohibited and will result in disciplinary action, up to and including dismissal:

- Consumption or use of illegal drugs at any time, either on- or off-duty
- Consumption or use of alcohol while on duty
- Abusive use of prescription or other legal drugs and substances while on duty

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DHR - 10/10

- Reporting for work or being subject to duty while having impaired ability to perform job duties due to the use of alcohol, prescription drugs or other legal drugs or substances
- Illegal manufacture, distribution, dispensation, possession or use of a controlled substance at any time, either on- or off-duty
- Failure to notify the city's Department of Human Resources within five calendar days of a conviction for violating any criminal drug statute

Sexual Harassment Policy

It is illegal and a violation of city policy for any employee, male or female, to sexually harass another employee. It is also a violation for any employee to sexually harass a non-city employee while representing the city. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature which adversely impact one's employment status, work performance and /or work environment. Sexual harassment complaints are addressed in accordance with Sections 114-601 through 114-610 of the *City of Atlanta Code of Ordinances*.

Employees determined to have committed the offense of sexual harassment will be subject to progressive discipline:

- First offense: Sexual harassment training and disciplinary action ranging from a ten-day suspension to dismissal
- Second offense: Dismissal

The city provides a process for employees and citizens to report sexual harassment for investigation. Aggrieved individuals are encouraged to avail themselves of this process by contacting their department equal employment opportunity coordinator or the city's Office of Diversity Management unit at 404-330-6416.

Possession of Weapons on City Property

Employees may not have any weapon while on city property, except those required and authorized by the city for the performance of assigned duties or allowed by state or federal law. Examples of weapons are firearms, certain knives, straight razors, ice picks or similar objects. Consult with your supervisor regarding restrictions which may be placed on leaving personal firearms in locked vehicles on city premises or for further questions about possession of weapons on city property.

Gambling

Gambling of any kind is prohibited on city property.

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DHR - 10/10

In-House Solicitation and Distribution

The city encourages employees to support city-sponsored events and charities; however, the solicitation and distribution of materials by employees for personal profit during work hours is prohibited.

Political Activity

Employees of the City of Atlanta desiring to run for the office of mayor or president or member of city council must resign from their position with the city. Such resignation must be effective as of the date of announcement of offering for election or as of the date of filing as a candidate, whichever is earlier.

Employees seeking any elective office must present a written notification to their department head of intent to file as a candidate.

Employees are prohibited from soliciting contributions or services for any political candidate during working hours.

Outside Employment

City employees are permitted to engage in paid employment in addition to their city job only as long as such employment does not interfere with job performance, occur during the employee's working hours, involve conflict of interest, involve the use of city records or equipment or include the performance of duties that the employee should perform as part of their city job. (Police uniforms are not considered equipment in the meaning of this rule.) The request to participate in outside employment must be submitted to the department head for approval prior to beginning any outside employment. An employee is not allowed to work a second job while on sick leave or FMLA during the employee's normal work hours.

Employment of Relatives

No person may be employed in a position in which that employee directly supervises or is directly supervised by a member of such person's immediate family. Immediate family for this purpose includes father, mother, son, daughter, brother, sister, spouse, in-laws, domestic partner or immediate family members of a domestic partner.

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DHR – 10/10

Dress Code/Personal Appearance

Appearance on the job should be business-like and appropriate for the position and work area. For departments that have a "dress-down day" or "casual day," attire still must be appropriate for the work environment (business casual in office settings). For example, no jeans in an office environment or spaghetti-strap dresses, stretch pants, spandex clothing or clothing with abrasive language or reference to drugs or alcohol should be worn. Uniformed employees should always wear their complete uniform and never wear their shirt untucked. Employees may confer with their supervisor or departmental human resources representative or click on the "Administrative Orders" link on the city's intranet site at www.atlanta.web for more information.

Personal Use of Business Equipment

All city equipment, including office telephones, cell phones, fax machines and computers, are meant for business purposes. Employees may be subjected to disciplinary action for inappropriate use of business equipment.

The cost of personal long distance calls, cell phone calls, faxes or other expenses charged to the city is the responsibility of the employee and must be reimbursed.

Release of Information

Instances may arise where an employee receives an inquiry for information about city-related business from newspapers, radio and television stations or other sources of public information. Such inquiries should be directed to a supervisor, manager, bureau head, director, commissioner and/or the city's Office of Communications. Employees should not become involved in outside inquiries and/or discussions about city-related business without prior approval of their supervisor.

Open Records Act

The Open Records Act of the State of Georgia provides guidelines for release of public information maintained by the City of Atlanta. Public information on employees includes names, job titles and salaries. Employees should immediately forward or refer any open records requests to the person or persons with their department designated to handle such requests or to their supervisor. Such requests are subject, by law, to specific timelines.

Employees may review their personnel records during normal business hours.

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DHR - 10/10

Eligibility to File Grievances and Appeals of Adverse Actions

All regular employees in the classified service and all sworn, regular employees in the Departments of Fire Rescue and Police may file grievances. Classified employees may appeal adverse disciplinary actions to the civil service board. Certain employees in the unclassified service with "retained rights" and sworn police officers and firefighters at the rank of captain and below who have completed an initial probation may also appeal actions to the civil service board, other than demotion from a discretionary, sworn rank.

Grievance Procedure

A grievance is a request by an employee for review of an allegation which describes a work-related event or a condition of employment which the employee reasonably believes is unfair in light of the rules, regulations and standards that govern the employment relationship with the city.

Employee grievances should, to the fullest extent practicable, be promptly considered and/or equitably resolved.

Eligible employees may file a grievance for any of the following reasons:

- Supervisory-employee relationships
- Working conditions
- Classification and pay issues
- Departmental policies and procedures
- City-wide policies and procedures
- Other employment-related issues not prohibited by city, state, county or federal law
- Disciplinary actions other than adverse actions
- Any other matter determined grievable by the commissioner of Human Resources

Matters for which a grievance may not be filed include:

- Routine transfers
- Selection from a properly certified eligibility list
- Reassignment
- Staffing levels
- The commitment-setting session or the rating an employee receives under the performance appraisal system

An employee who has a grievance should immediately consult Sections 114-516 through 114-525 of the *City of Atlanta Code of Ordinances*, as certain timelines apply. In addition, the Department of Human Resources is available to answer questions concerning the grievance

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DHR - 10/10

process at 404-330-6360. Failure of an employee to act promptly may result in the loss of some rights.

Grievances within the Departments of Fire Rescue and Police involving sworn employees are concluded at the department-head level. Grievances from classified, regular employees may progress to the commissioner of Human Resources and to the city's chief operating officer for final resolution.

Any employee may report for investigation what the employee believes to be a discriminatory employment decision based on race, sex, age, national origin, sexual orientation, disability or veteran status. Any such perceived conduct should be reported immediately to the department equal opportunity coordinator or to the DHR Office of Diversity Management.

Progressive Discipline

Disciplinary action is an action taken for cause by a department head or designee which results in an oral admonishment, written reprimand, demotion, suspension with or without pay or dismissal of an employee in the classified or unclassified service of the city. Actions resulting from reduction in force, insufficient funds, decrease in funds or reorganization are not considered disciplinary.

Progressive discipline is a process in which disciplinary action is applied in several steps of increasing severity culminating, if warranted, in dismissal. The usual sequence of progressive discipline is as follows:

1. Oral admonishment
2. Written reprimand
3. Suspension
4. Dismissal

Action to immediately remove employees from the work environment must be taken when employees commit an infraction that:

- Impairs or destroys their present or future effective performance
- Impairs the effectiveness of others
- Presents a danger to self, others or city property

Progressive discipline does not apply for infractions that are of a severe or egregious nature. Department heads may impose more severe discipline without going through this progressive process when so warranted.

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DHR – 10/10

Disciplinary Appeal Process

Eligible employees may grieve or appeal disciplinary actions as follows, by following prescribed procedures in Sections 114-523 and 114-547 of the *City of Atlanta Code of Ordinances*:

- Oral admonishments and written reprimands are appealable through the grievance procedure
- Adverse actions resulting in suspension, demotion or dismissal are appealable to the city's civil service board

The Department of Human Resources can answer questions regarding the appeal process at 404-330-6360.

Resignation

Employees must submit a written notice of resignation, with appropriate signature, to the department head at least 14 days in advance of the date of separation. Upon receipt, the department head will forward the notice to the commissioner of Human Resources. Resignation without the required notice may result in the employee's personnel record reflecting that the employee left in bad standing.

Abandonment of Job

Employees failing to report to work without authorization for three consecutive workdays may be terminated from the service of the city for job abandonment.

Dismissal

Classified employees may be dismissed for just cause such as delinquency, misconduct, insubordination, inefficiency, inability to perform assigned duties or willful violation of any city ordinance, rule or regulation. Unclassified employees may be dismissed for any reason that is not unlawful under federal or state law.

Layoff or Reduction in Force

A layoff or reduction in force is an involuntary separation not related to job performance. If laid-off, a classified employee will be given priority re-employment consideration. For further information, contact the Department of Human Resources at 404-330-6360.

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DHR – 10/10

Contract Management

When the city determines that it is in its best interest to have certain services privately managed, operated or outsourced, separation of employees performing those services may occur. Employees may be terminated or may be subjected to a reduction in force layoff.

Separations due to contract management are not appealable to the civil service board.

Termination

Termination is a no-fault separation from employment for such reasons as lack of funding, grant expiration, completion of an employment contract, organizational restructuring or elimination of job functions.

Re-Employment

Regular employees separated from the city in good standing and with an “effective” or better performance evaluation are eligible to have their seniority restored, if they return to city employment within three years following the date of separation.

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