

**IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS
URBANA DIVISION**

U.S. EQUAL EMPLOYMENT)	
OPPORTUNITY COMMISSION)	
	)	Civil Action No. 16-cv-2222
Plaintiff,)	
)	
V.)	
)	
RENT-A-CENTER EAST, INC.)	
)	
Defendant.)	

**DEFENDANT RENT-A-CENTER EAST, INC.’S
MOTION FOR SUMMARY JUDGMENT**

Pursuant to Rule 56, Fed. R. Civ. P. and L.R. 7.1(D), Rent-A-Center East, Inc., (“RAC”) moves for summary judgment against Plaintiff, the U.S. Equal Opportunity Commission (“EEOC”) as to the single count of the Complaint (Docket #1), and for an award of attorneys’ fees and costs. The EEOC has only one claim here:

Since at least July 2014, Rent-A-Center has engaged in unlawful employment practices in violation of Section 703(a) of Title VII, 42 U.S.C. § 2000e-2(a), when it discharged Megan Kerr because of her sex, specifically, because she is transgender and/or because of her gender transition.

Complaint at ¶ 14. RAC brings this Motion because no reasonable jury could conclude RAC violated Title VII. Megan Ker (“Kerr”) herself (and the other witnesses the EEOC presents regarding its sole claim) has made such materially inconsistent and objectively unprovable statements that there is simply no way to reconcile them in order to find in the EEOC’s favor. Summary judgment is therefore appropriate and this action should be dismissed with prejudice.

I.

LOCAL RULE 7.1(D)(1)(a) INTRODUCTION

Megan Kerr (formerly known as Jason Kerr) began working for RAC in 2005. In March 2013, Jason Kerr informed his Store Manager, Russell Kasper, that he was transitioning to a female, and that he had changed his name to Megan Kerr.

The EEOC alleges that on Saturday, July 19, 2014, Jason Morris, Kerr's then-Store Manager (Kasper was fired some seven months earlier in December 2013), gave Kerr permission to use the RAC cube truck (similar to a small U-Haul truck) to move furniture in connection with "a project of a local civic organization" on Sunday, July 20, 2014. When Kerr returned to work on Monday, July 21, 2014, Morris asked Kerr if she had used the truck on Sunday, and when she admitted that she had used it (for the "civic project"), he fired Kerr. It is undisputed that Kerr actually used the RAC vehicle to help move her friend, Amber Shumate.

According to the EEOC, Morris set up Kerr by granting her permission to use the truck and then firing her when she did. However, Kerr cannot seem to get her facts straight. Though the EEOC now claims that the truck was used to assist with "a project of a local civic organization," Kerr struggled to remember which civic group was involved - first claiming it was Goodwill, and then an unspecified church, before finally settling on the Masons. She then claimed that, in fact, the truck was not used in connection with a "civic project." Rather, it was used to complete the delivery of furniture that a customer had purchased in 2013 from Kasper (the former Store Manager) but had placed into storage in the interim. Kerr claimed that Kasper had made this arrangement and that she was simply following through with the delivery.

It is not possible that all of these stories can be true and the undisputed facts show that none of them are true. Kerr and the EEOC dropped the assertion that the civic organization that was the beneficiary of RAC's charity was Goodwill or a church, and ultimately settled on the

Masons. The Masons deny that they were involved in any way. Further, the furniture was purchased after Kasper was fired, so Kasper could not have been involved in the sale and Kerr could not have been completing an agreement Kasper had made. Kerr's stories are just that – stories –and should not make it to a jury.

II. LOCAL RULE 7.1(D)(1)(B) UNDISPUTED MATERIAL FACTS (For Summary Judgment Purposes)

A. Megan Kerr's Background

1. Kerr was employed by RAC beginning in or around May 2005. From May 2011 until her discharge in July 2014, Kerr was at the RAC store in Rantoul, Illinois. Docket 1, Complaint at 3, ¶ 14 a-b.
2. Kasper was the Store Manager of the RAC Rantoul Store during the period of March 2013 until December 2013. Docket 1, Complaint at 4, ¶ 14 e-j.
3. Kerr told Kasper in March 2013 that Kerr was transitioning from male to female. Docket 1, Complaint at 4, ¶ 14 e.
4. In March 2013, Kerr presented documents to Kasper to show she was changing her name from Jason Kerr to Megan Kerr. Exhibit 1, *Kasper deposition*, pg 26 ln. 11-16.
5. Once Kerr informed Kasper about the transition, Kasper informed District Manager Jason Carnahan in March 2013. Exhibit 1, pg 119 ln. 7 – 12.
6. Jason Carnahan was Kasper's District Manager. Exhibit 1, pg. 19 ln. 24 – pg. 20 ln. 2.
7. Kasper claims that after he informed Carnahan that Kerr was transitioning, Carnahan told him to look for ways to fire Kerr. Carnahan did not ask him to “make stuff up” and he never was asked to “falsify” anything against Kerr. Exhibit 1, pg 31 ln. 16 – pg 32 ln. 5.
8. Kasper states that from March 2013, Carnahan would ask “roughly” every week about the “status” of getting rid of Kerr. Exhibit 1, pg 142 ln. 1 – pg 143 ln. 8.

9. Kasper was fired in December 2013 by Carnahan. Exhibit 1, *pg 21 ln. 23 – pg 22 ln. 8*.
10. After Kasper was fired, Jason Morris was hired as the Store Manager for Kerr's store. Docket 1, Complaint at 4, ¶ 14 j-k.

B. The EEOC's Version of the July 2014 Move

11. On Saturday, July 19, 2014, Kerr asked Morris for the keys to a company delivery vehicle and permission to make a delivery the next day, Sunday July 20, 2014, to ***deliver furniture in connection with a project of a local civic organization***. Docket 1, Complaint at 4, ¶ 14 o (emphasis added).
12. Kerr made the July 20, 2014 delivery as planned. Docket 1, Complaint at 4, ¶ 14 q.
13. When asked to provide specifics as to which "civic organization" was involved in this alleged "project," the EEOC, in its initial response to Defendant's first set of interrogatories, failed to specify which "civic organization" received the alleged delivery. *Exhibit 2, EEOC's Interrogatory Responses, No. 4*.
14. After RAC demanded more specifics from the EEOC, it supplemented its response to Interrogatory No. 4 and stated, "By way of further response, the July 20, 2014, delivery involved a **dislocated family** that the Free Masons provided assistance in obtaining new housing and furniture --- including involved the purchase of merchandise from the Rantoul Store that was kept in storage until the new housing was ready. Kerr made the delivery to Amber Wilkerson (now Amber Shumate)." [emphasis added]. *Exhibit 2, EEOC Supplemental Answer to Interrogatory No. 4*.

C. **Kerr's Versions of the July 2014 Move, Prior Agreement with Customer and the "Mini Storage"**

15. When asked why she used the truck on July 20, 2014, Kerr stated that she was merely "completing" a previous obligation to move merchandise "from one location to another" for Shumate. Exhibit 3, *Kerr depo*, pg. 18 ln. 15-21.
16. Kerr and Shumate are friends. Exhibit 3, pg. 18 ln. 21 – pg 19 ln. 1.
17. Kerr states she was "not there" when Shumate purchased a bedroom group and living room group from RAC's Rantoul Store. Exhibit 3, pg. 19 lns. 5-17.
18. Kerr met Shumate through Kerr's then-boyfriend, Russell Wiedemann. Exhibit 3, pg. 20 lns. 7-23.
19. Kerr claims that, when Shumate purchased the furniture, Kasper agreed that RAC would deliver it on a Sunday or any other appropriate date; and when Shumate was ready to accept delivery, Kerr "volunteered" to "make it happen." Exhibit 3, pg. 22, ln. 1-14.
20. Kerr testified that the furniture was moved that Sunday from a "mini storage" facility to Shumate's house. Kerr performed the delivery and knows it was a "very small storage facility single tier" that had a pull-down door and padlock, and for which a monthly storage fee is paid. Exhibit 3, pg. 23, lns. 1-24.
21. Kerr says the "mini storage" unit was in Rantoul, "maybe a mile" from the RAC Store in Rantoul. Kerr says she delivered the furniture from the "mini storage" unit to Shumate's house. Exhibit 3, pg. 24, ln. 4-20.
22. The furniture consisted of a headboard, bed frame, side rails, and a sectional couch. Exhibit 3, pg. 25, lns. 3-13.

23. Kerr does not know why the furniture was originally placed in the “mini storage” unit, but knows that Shumate purchased the furniture when Kasper was the Store Manager, and he is the one who made the commitment to Shumate. Exhibit 3, *pg. 27 ln. 8-21*.
24. Kerr does not know who made the “original delivery” from the RAC Store to the mini storage facility, but knows it was not her (Kerr). Exhibit 3, *pg. 28 ln. 3-16*.
25. Kerr knows it was Kasper who made the commitment to Shumate that RAC would deliver the furniture from the mini storage to Shumate’s house when she was ready. Exhibit 3, *pg. 30 ln. 17-22*.
26. Kerr says that Wiedemann told Kerr that Shumate was ready to have the furniture moved and that Wiedemann had made arrangements with Kasper to do so. Exhibit 3, *pg. 30 ln. 23 – pg 31 ln. 15*.
27. Kasper told Kerr that when Shumate was ready to take possession of the furniture, she delivered it because Kasper instructed her to do so. Exhibit 3, *pg 32 ln. 11 – pg 33 ln. 9*.
28. Kerr states that she told a female co-worker (Eleena Reeves) that Wiedemann called her and said that Shumate was ready for the delivery from the mini storage unit to her house, that Kasper had made the commitment to complete that delivery, and that it would be delivered on a Sunday. Exhibit 3, *pg. 34 ln. 3 – 24*.
29. Kerr then said she followed Wiedemann that Sunday to the “mini storage unit,” loaded the truck, delivered the merchandise, and came back. Exhibit 3, *pg. 35 ln. 11-18*.
30. Kerr says that there were “several people” present to help Shumate move, but that she is unable to recall a single name. Kerr states that there were four or five people at the storage facility and between 10-20 people at the house. Exhibit 3, *pg 35 ln. 19 – pg 36 ln. 24*.

31. Kerr claims that the reason the furniture was to be delivered on a Sunday was, based on her understanding, that Wiedemann was a Mason and the Masons helped Shumate purchase the furniture, from RAC were helping her move, and that it was one of the Masons' "charitable events." Exhibit 3, *pg 37, ln. 7 – pg 38 ln. 6.*
32. Kerr says that Store Manager Jason Morris gave her permission to use the RAC Truck on Sunday for the Shumate delivery, including handing her the keys, and that she told Morris that Kasper, the previous Store Manager, had made the "commitment" to Shumate. According to Kerr, Morris accepted this representation from Kerr. Exhibit 3, *pg. 48 ln. 17 – pg 49 ln. 20.*
33. Kerr spent about four hours on the move but is unable to remember the identities of anyone who assisted with the move other than Russell Wiedemann. Exhibit 3, *pg 50 ln. 9 – 20.*
34. Kerr states that she does not know how many Masons were present during the move, does not have any personal knowledge that there was a single mason there, and that it could be possible that other than Wiedemann, there were no other Masons present during the move. Exhibit 3, *pg. 55 ln. 23 – pg. 56 ln. 24.*
35. Kerr admits that it is possible there were no Masons and that Wiedemann may have merely been helping Shumate, whom he considered to be like a daughter to him, move furniture. Exhibit 3, *pg. 57 ln. 4 – 11.*
36. Kerr says that she "volunteered" for the move, put on a RAC logo shirt, went in on her day off (Sunday) when the store is closed, performed a delivery, and was not even paid for it. Exhibit 3, *pg. 59 ln. 19-24.*

D. Kerr Further Claims that the Move was Designed to Benefit the Homeless, Goodwill, and was Organized by Morris.

37. When Kerr filed a claim for unemployment benefits, she was interviewed by the Illinois Department of Economic Security (“State”) on August 18, 2014 (one month after the move and three months before she filed her EEOC Charge in November 2014), and failed to mention anything about the Masons, but instead told the State that she used the truck that Sunday to move “homeless people from the shelter into a home,” That the “organization” was affiliated with a church, and that Goodwill was involved in the project.

We donated time to certain charities. In the past, I had asked to use a vehicle the Sunday before that Sunday, I used the (company) vehicle. On Monday he told me I wasn’t authorized to use the vehicle. I had been using it every other month and I had been there 10 years.

He was a newer manager. It was the company box truck. I was moving homeless people from the shelter into a house. The organization was at a church and we worked for GOODWILL too. This particular Manager doesn’t spent time or anything to charitable events. I asked for permission before-hand. The Saturday previous, he gave me authorization then on Monday he let me go.

Exhibit 4, *State of Illinois Unemployment File on Kerr, interview questions, RAC 000417.*

38. Kerr filled out and twice signed under oath questionnaires in connection with her application for benefits. In the first, submitted on **August 4, 2014**, she stated, “Used a company vehicle on Sunday with managers permission and given keys on Saturday to assist with a charity event. Reported to work on Monday. I was told I did not have permission and was let go.” One of the questions on the questionnaire read as follows: “Was there a company policy or rule concerning the last act/circumstance that caused your discharge?” Kerr answered “Yes.” Another question on the questionnaire: “What was the policy/rule or expected conduct/performance?” Kerr answered, “Company

vehicles are not ‘Authorized’ for use during on business hours (however exceptions have been made in the past).” Exhibit 4, *State of Illinois Unemployment File on Kerr, questionnaire RAC 000423*.

39. On **March 15, 2016**, Kerr filled out the same questionnaire in connection with her application for extended unemployment benefits and provided different answers. On the 2016 questionnaire, Kerr stated, “worked at a volunteer event scheduled by store manager came back to work to be fired.” In response to the question which read: “Was there a company policy or rule concerning the last act/circumstance that caused your discharge,” this time Kerr answered “No.” In response to the question: “What was the policy/rule or expected conduct/performance,” this time Kerr answered “verbal councele [sic-counsel].” See Exhibit 4, *State of Illinois Unemployment File on Kerr., questionnaire RAC 000466*.

E. Shumate’s Version of the July 2014 Move

40. Shumate purchased the merchandise from the Rantoul Store between February and April 2014. Her husband paid for the furniture, not the Masons. Exhibit 5, *Shumate depo, pg. 8 lns. 4-23; p.37 lns. 6-11*.
41. Shumate does not know Kasper, and there was no “mini storage” involved in any move at any time. Exhibit 5, *pg 42 ln. 7 – 24*.
42. Shumate has never spoken to Kasper. *Id. pg 44 ln. 1-10*. She had never heard of Kasper prior to her deposition. Exhibit 5, *pg 48 ln. 13-15*.
43. Shumate says that after she purchased the furniture it was delivered to her “mother-in-law’s” house where it remained until it was delivered from her mother-in-law’s in Rankin, Illinois to her new house in Royal, Illinois in July 2014. Exhibit 5, *pg. 9 ln. 3 – pg 23*.

44. Shumate claims that Kerr delivered the furniture to her mother-in-law's house because Shumate saw Kerr putting the merchandise together at Shumate's mother-in-law's house. Exhibit 5, *pg 88 ln. 16-24*.
45. Shumate says that the furniture went from the Rantoul store (when she purchased it) to her mother-in-law's house, then to her new home in Royal. There was no mini storage unit. Exhibit 5, *pg. 41 ln. 13 – pg 42 ln. 6*.
46. Shumate is unable to explain why Kerr testified that the furniture was picked up at a mini storage unit, then moved to her new house. Exhibit 5, *pg 42 lns. 7-14*.
47. Shumate claims that the July move was a "charitable event" by the Masons to help her because she was pregnant at the time. Exhibit 5, *pg 37 ln. 6-23*.
48. Shumate claims that, at the time of the move, she was neither homeless nor "dislocated," that she had a roof over her head (living at her mother-in-law's house) and that her husband was employed. Exhibit 5, *pg. 38 ln. 9 – pg 39 ln. 6*.
49. Shumate claims that the Masonic Brothers were from the Paxton, Illinois Masonic Lodge and that Wiedemann told her that he would see whether the move qualified for the Masons' assistance. Exhibit 5, *pg 39 ln. 14 – pg 40 ln. 3*.
50. Shumate claims that there were seven or eight Masons who assisted with the move, but that other than Wiedemann, her husband, and Kerr, she is unable to remember the identities of anyone else who was present. Exhibit 5, *pg 41 lns. 2-10; pg 65 ln. 16-19*.

F. RAC Locates Receipt for Shumate Purchase

51. After Shumate's deposition, RAC conducted another search for evidence of Shumate's purchase. (It had previously searched the dates provided by Kerr and found nothing.)

With the accurate date from Shumate, RAC was able to locate the receipt. Exhibit 6, Receipt RAC 000523.

52. The receipt shows that Shumate made a cash purchase of a used bedframe and sectional couch on February 20, 2014. Megan Kerr handled the sale on behalf of RAC. Exhibit 6, Receipt RAC 000523.

53. It appears that Kerr erroneously entered the name “Amy Wilkerson” into RAC’s computer system. Exhibit 6, Receipt RAC 000523.

G. Kasper’s Version of Events From March 2013 through December 2013

54. Kasper worked for Rent-A-Center from 2005 to 2013. Exhibit 1, *Kasper depo pg. 7 ln. 22-24.*

55. Kasper never authorized a furniture delivery for Shumate to a mini storage unit or committed to Shumate that when she was ready, RAC would move the furniture from mini storage to a new location. Exhibit 1, *pg 68 ln. 1-17.*

56. Kasper testified that Carnahan told him “If we’re going to do anything” you know, “we have to have documentation.” Exhibit 1, *pg 44 line 5-17.*

57. Kasper admits that to use company property for any charitable event, an employee would need permission from the district manager. Exhibit 1, *pg 174 ln. 13-18.*

58. Kasper admits that if Kerr were to take the vehicle without permission, it would be a terminable offense. Exhibit 1, *at pg 164 ln. 6-12.*

59. Kasper knows nothing about the Masons wanting a delivery on a Sunday. Exhibit 1, *pg. 6 ln. 23 – pg 7 ln. 19.*

60. Kasper admits that RAC employees are prohibited from using RAC vehicles for personal business. Exhibit 1, *pg 62 ln. 25 – pg 63 ln. 3.*

61. Kasper admits that he does not have any personal knowledge of anything that happened to Kerr in July 2014 because he had been fired in December 2013. Exhibit 1, *pg 19 ln. 17 – 23*.

62. Kasper states that while he was the Store Manager, Kerr was not involved in any Sunday pickups or deliveries. Exhibit 1 *pg 19 ln. 5-8*.

H. The Masons Deny Any Involvement in Shumate’s Furniture Purchase or Move

63. Richard Thompson is the Master of the Paxton Illinois Masonic Lodge, and held that position in July of 2014. Exhibit 7, *Thompson depo, pg. 10 ln. 7-13, pg. 11 ln. 11-12*.

64. Thompson knows that no Mason was involved in the Shumate move. He would have known if the July move was a “Masonic Event,” and it was not. Exhibit 7, *pg. 11 ln. 3-5, pg. 12 ln. 22-24*.

65. Thompson also denies that the Masons purchased or helped to purchase Shumate’s furniture. Exhibit 7, *pg. 14 ln. 13 – pg. 17 ln. 13*.

66. Wiedemann testified that he was present for the Shumate move and that he is positive that no Masons were involved. Exhibit 8, *Wiedemann deposition pg. 16 ln. 23-25, pg 17 ln. 12-18, pg. 23 ln. 16-20, and pg. 18 ln. 3-18*.

67. Wiedemann-a Mason confirms that the Shumate move was not a Mason-sponsored event and also testified that he saw more than the RAC bedframe and couch being loaded into the RAC vehicle during the Shumate move. Exhibit 8, *pg. 19 ln. 19-22, pg 20 ln. 4 – pg 21 ln. 4*.

III.
LOCAL RULE 7.1(D)(1)(C) ARGUMENT

A. Summary Judgment Standard

The court shall grant summary judgment if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law. *Fed. R. Civ. P. 56(a)*. The Court must construe the evidence and all inferences that reasonably can be drawn therefrom in the light most favorable to the nonmoving party. *Kvapil v. Chippewe City*, 752 F.3d 708, 712 (7th Cir. 2014); *McKinney v. Cadleway Props., Inc.*, 548 F.3d 496, 499-500 (7th Cir. 2008). “A factual dispute is ‘genuine’ only if a reasonable jury could find for either party.” *Nichols v. Mich. City Plant Planning Dep’t.*, 755 F.3d 594, 599 (7th Cir. 2014). *Rule 56* imposes the initial burden to inform the court why a trial is not necessary. *Modrowski v. Pigatto*, 712 F.3d 1186 (7th Cir. 2013). Where the non-movant bears the ultimate burden of persuasion on a particular issue, the movant’s initial burden may be discharged by pointing out to the court that there is an absence of evidence to support the non-moving party’s case. *Id.* Upon such a showing, the non-movant must then “make a showing sufficient to establish the existence of an element essential to that party’s case.” *Id.* The non-movant need not depose her own witnesses or produce evidence in a form that would be admissible at trial, but must go beyond the pleadings to demonstrate that there is evidence which a jury could find in her favor. *Id. at 1168-69* (citing *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 251 (1986)).

B. The EEOC’s Claim

The EEOC alleges that RAC violated Title VII when it terminated Ms. Kerr’s employment. The EEOC claims that Ms. Kerr was approved to use the truck to “deliver furniture in connection with a project of a local civic organization.” *See Docket 1, pg. 3, section n*. The evidence is undisputed that there was no such project. RAC is not asking this court to

disbelieve the EEOC's three witnesses (Kerr, Shumate, and Kasper). To the contrary, for purposes of summary judgment, RAC is asking this Court to assume that what the three EEOC witnesses have avowed relating to the specific allegation against RAC is true. RAC's position is that there is no cogent story capable of being believed and that Kerr herself has told so many different versions of the events that a reasonable jury could not find for the EEOC.

Kerr began her tale when she told the Illinois Department of Economic Security that, on July 20, 2014, she was moving "homeless people" from a shelter (which involved a church and Goodwill). Exhibit 4, *State of Illinois Unemployment File on Kerr, interview questions, RAC 000417*. Then her story pivoted to claiming that the move was to assist a "dislocated family" (Shumate). Exhibit 2, *EEOC Supplemental Answer to Interrogatory No. 4*. Shumate was never "homeless" or "dislocated." Exhibit 5, *pg. 38 ln. 9 – pg 39 ln. 6*. Then ultimately, Kerr changed the story, insisting that the move was the result of a "commitment" by Kasper, who promised Shumate that when she was ready, RAC would move her merchandise from "storage" to her house. Exhibit 3, *pg. 27 ln. 8-21 & pg. 30 ln. 17-22*. Kerr testified at length, describing the "mini storage unit." Exhibit 3, *pg. 24, ln. 4-20* Kasper says he never made such a commitment. Shumate testified that she does not know Kasper, and no "mini storage unit was involved." Exhibit 1, *pg 68 ln. 1-17*.

Kerr also states the Masons bought the furniture and helped Shumate find housing. Exhibit 3, *pg 37, ln. 7 – pg 38 ln. 6*. Shumate testified that the Masons did not help her locate housing or assist in purchasing the merchandise from RAC. Exhibit 5, *pg. 8 lns. 4-23; p.37 lns. 6-11*. The head of the Masons said the same thing. Exhibit 7, *pg. 11 ln. 3-5, pg. 12 ln. 22-24 & pg. 14 ln. 13 – pg. 17 ln. 13*. Kerr's inability to tell the same story about what actually happened that day makes it impossible for a jury to find in the EEOC's favor.

C. Kerr's Inconsistent Stories Do Not Create Genuine Issues of Fact

There are certain cases where an individual's inconsistent statements are so irreconcilable that it results in a case that should not be submitted to a jury, or that the story is so demonstrably implausible, that summary judgment is appropriate. *Seshadri v. Kasraian*, 130 F.3d 798, 801-802 (7th Cir. 1997) (opinion by the Honorable Richard Posner); *Melton v. Tippecanoe County*, 838 F.3d 814 (7th Cir. 2016). In *Seshadri*, a university professor sued a graduate student for copyright infringement.¹ The professor initially insisted that the graduate student was a co-author of the work at issue, but later, when the two had a falling out, brought suit claiming he was the sole author of the work. Before the falling out, the professor had written correspondence which clearly stated that the work was jointly authored. Yet he sued and his statements after filing suit claimed that the work was solely his.

The graduate student presented the Court with the Plaintiff's own, contradictory statements. Critically, the earlier statements had *not* been made under oath. The trial court granted summary judgment and the Seventh Circuit agreed, finding the professor's attempts, to the extent that there were any, to reconcile the statements he had made before the lawsuit and after the lawsuit were wholly unavailing, much as they are here, to explain away all the earlier statements or create a believable case. The court stated:

We said earlier that a party might be able to explain away his prior inconsistent statements. But here we note the corollary: if he makes no attempt at explanation, he is stuck with those statements. The statements are numerous and unequivocal, and Seshadri's only explanation – that when he wrote the *Journal of Applied Physics* that “We carried out the theoretical analysis for the above-mentioned manuscript” he was using the royal “we” is both incredible, and, in light of all the other statements showing joint authorship, incomplete.

¹ The professor also sued the university for religious discrimination, a claim that was summarily dismissed when he refused to identify his religion and in any event “an employee can[not] insulate himself from discipline by his employer by claiming that this religion prevents him from meeting his employer's legitimate expectations.” *Id.* at 801.

Id. The Seventh Circuit took the professor's own contradictory statements, again some of which had not been made under oath as they have here, and dismissed the case, finding that no reasonable jury could find for the professor. The court directly addressed the issue of the role of the trial court in such situations:

It is not our competence to find facts. But a motion for summary judgment should be granted when the record is such that if it were the record of a trial no reasonable jury could find for the party opposing the motion. Evidence that is not "significantly probative" will not justify a trial.

Id. (citations omitted) (citing *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 249, 106 S.Ct. 2505, 2510, 91 L.Ed.2d 202 (1986); *Bombard v. Fort Wayne Newspapers, Inc.*, 92 F.3d 560, 562 (7th Cir.1996); *Haynes v. Alfred A. Knopf, Inc.*, 8 F.3d 1222, 1233-34 (7th Cir.1993); *Lawrence v. National Westminster Bank*, 98 F.3d 61, 65 (3d Cir.1996).

The "laws of nature" formulation is an exaggeration designed to underscore the limited scope of appellate review of determinations of credibility, rather than a precise and exhaustive statement of the test for determining that scope. The example we gave earlier of an affidavit that contradicts the witness's deposition shows that the test of physical impossibility is not exhaustive. The Supreme Court has noted that "factors other than demeanor and inflection go into the decision whether or not to believe a witness. ***Documents or objective evidence may contradict the witness' story; or the story itself may be so internally inconsistent or implausible on its face that a reasonable factfinder would not credit it.*** Where such factors are present, the court of appeals may well find clear error even in a finding purportedly based on a credibility determination.

Id. (emphasis added). See also *Anderson v. City of Bessemer City*, 470 U.S. 564, 575, 105 S.Ct. 1504, 1512, 84 L.Ed.2d 518 (1985) ("This was said in the context of appellate review, but the principle is equally applicable to summary judgment, and we may state it thus: testimony can and should be rejected without a trial if, in the circumstances, no reasonable person would believe it."); see also *Winchester Packaging, Inc. v. Mobil Chemical Co.*, 14 F.3d 316, 319 (7th Cir.1994); *Bullard v. Sercon Corp.*, 846 F.2d 463, 466 (7th Cir.1988); *United States v. Property Located at 15 Black Ledge Drive*, supra, 897 F.2d 97, 101-02 (2nd Cir. 1990).

Similarly, the Seventh Circuit rejected a Fair Labor Standards Act claim where, in light of the proffered evidence, no reasonable jury could have found in plaintiff's favor as his evidence was internally inconsistent and implausible on its face. *Melton*, 838 F.3d at 821. In *Melton*, the plaintiff claimed that he worked unpaid overtime, despite avowing on timecards he worked under 40 hours every week. He produced a spreadsheet, created from his memory, detailing the additional time he claimed to have worked. His employer provided evidence that showed his recollection was demonstrably unreliable. *Id.* at 817. The trial court agreed and granted summary judgment, which the Seventh Circuit affirmed.

Relying on the employee's recollection is permissible given the unlikelihood that an employee would keep his own records of his work hours. But relying on recollection does not mean that the plaintiff may survive summary judgment where his recollection 'is flatly refuted' by other evidence in the record, or his story is so 'internally inconsistent or implausible on its face' that 'no reasonable person would believe it. At the very least, an employee relying on his own recollection to prove a violation of FLSA must have a reasonably reliable story; FLSA plaintiffs are still bound to the requirements of Rule 56.

Id. at 819 (citations omitted).

Just like *Seshadri* and *Melton*, here no jury, if presented with this record, could find in favor of Plaintiff. Kerr first said that the event was for Goodwill and that Jason Morris organized it. She claimed that she was moving homeless people for a church. Next she claimed that she was participating in an event for the Masons, and the Masons bought the furniture and helped Shumate find a home. Then according to Kerr, she was merely fulfilling Kasper's promise to Shumate to move her furniture from mini-storage to a new home as Shumate bought the furniture from Kasper.

Her claims are objectively not truthful. Shumate says she does not know Kasper and actually purchased the furniture from Kerr in 2014 (which the RAC receipt confirms), there was no mini-storage, and the Masons did not buy the furniture or find her a home. Exhibit 5, pg. 8

lns. 4-23; p.37 lns. 6-11; pg 42 ln. 7 – 24; Exhibit 6, RAC 000523. Kasper also knows nothing about the Shumate purchase and admits that RAC would not have delivered furniture to a customer and then returned to move it. *Exhibit 1, pg 68 ln. 1-17.* Add to this that the claim that the move was Goodwill- or church-sponsored has now been abandoned along with the claim that Kerr was moving the homeless or a displaced family, the Masons knew nothing about this move, and the receipt for the purchases shows that Kerr sold Shumate the furniture in February 2014.

Making the story more implausible, the EEOC is unable to identify a single Mason at the “Civic Event,” other than Russell “Cash” Wiedemann (Kerr’s ex-boyfriend). *Exhibit 3, pg. 55 ln. 23 – pg. 56 ln. 24.* The EEOC will have to ask that the Court put aside that Wiedemann testified that he was at the July move as a friend of Shumate’s and not as a Mason; that there were no other Masons present; that it was Shumate’s friends helping with her move; and that Wiedemann saw the RAC truck being loaded with items other than the RAC merchandise Shumate purchased in February 2014 (five months earlier). Also, the EEOC will have to ask the Court to put aside that Richard Thompson, the head Mason at the Paxton Masonic Lodge, testified unequivocally that the Masons had nothing to do with the Shumate move, did not buy her furniture or find her a home. *Exhibit 7, pg. 11 ln. 3-5, pg. 12 ln. 22-24; pg. 14 ln. 13 – pg. 17 ln. 13.*

The EEOC’s position will likely be that even if its only three witnesses (Kerr, Shumate and Kasper) materially contradict each other on the very issue of what Kerr did with the truck, this is irrelevant, and the fact that Kerr’s wholly irreconcilable sworn story involving a “mini storage unit” and Kasper’s “commitment” to Shumate, should just all be submitted to a jury and “let the jury sort it out.” A court does not have to submit a case to a jury where the “story” is not “reasonable” or his story is so "internally inconsistent or implausible on its face" that "no

reasonable person would believe it." *Seshadri*, 130 F.3d at 802. Nor should a jury of central Illinois residents be subjected to it.

The EEOC asks this Court to believe that from March 2013 until December 2013 (nine months), Carnahan asked Kasper to find any infractions Kerr made in order to fire her. Carnahan then fires Kasper because he will not "play ball"; yet Carnahan does not fire Kerr. Then Morris comes in as the new Store Manager in February 2014 and, for the next five months, Carnahan and Morris "conspire" to get rid of Kerr. They ultimately land upon having her take the truck to an approved event so that they could then fire her and claim it had never been approved. Yet Kerr cannot to this day provide an objectively true reason (moving homeless people, moving a dislocated family, helping Goodwill, because of a commitment Kasper made to Shumate, or because of a Masonic charitable project) that she took the RAC vehicle and had permission to do.

D. Kasper is Irrelevant

The EEOC will undoubtedly point to Kasper – claiming that Kasper's testimony establishes intentional discrimination or at the least creates a fact issue preventing summary judgment. Assuming everything Kasper says is true (for purposes of this motion only), that his District Manager, Jason Carnahan, asked him to look for ways to terminate Kerr, Kasper readily admitted that Carnahan *never* asked him to "make something up" or to "falsify" anything. Exhibit 1, *pg 31 ln. 16 – pg 32 ln. 5*. Kasper's employment was terminated on December 2, 2013. Kerr's employment was not terminated until July 21, 2014 (more than seven months later) and over 16 months after she announced that she was transitioning her gender. The EEOC is asking this Court to submit this case to a jury and allow the jury to "speculate" that Carnahan carried his alleged "discriminatory animus" toward Kerr for well over a year and an additional

seven months after Kasper's employment was terminated. But most critically, the EEOC has *no* evidence that Kerr did as the EEOC claims – used the truck for a charitable purpose – nor that any employee believed to have committed the same offense as Kerr received any lesser punishment. Kasper brings no relevance when Kerr was fired seven months after he was gone (and even Kasper admits that he had no knowledge of any events that occurred in July 2014) but admits that if Kerr used the truck without permission - that is a terminable offense.

E. Request for Fees

The EEOC has continued to pursue this case despite being put on notice that its allegations were contradictory and unsupportable. The most illuminating example of the EEOC's tunnel vision and inflexibility is the fact that, from the time the EEOC received Kerr's intake questionnaire on November 10, 2014 to the date it filed its Complaint accompanied by a national press release on July 18, 2016, the EEOC knew, but did not disclose to RAC, its theory that Kerr was given permission to use the truck in connection with a civic or charitable event. Never during the course of the intervening 20 months did the EEOC provide RAC with a peek at this theory or an opportunity to refute it. As a result, RAC was forced to do what the EEOC should have but did not (work up the case), and now this Court is left with the patchwork of mismatched stories from the EEOC's witnesses that RAC now dismantles in this Motion. Of equal concern, rather than acknowledge these glaring evidentiary holes of which RAC has at various opportunities put the EEOC on notice during the course of this litigation, and rather than consider the incontrovertible evidence that Kerr is prone to being dishonest (see this Court's Order on Plaintiff's Motion to Quash [Doc. 31]), the EEOC has instead deposed literally every person with knowledge of relevant facts that was disclosed by RAC in its written discovery

responses, leading to hundreds of thousands of dollars in attorneys' fees incurred by both sides.² RAC has put the EEOC on notice several times that it plans to request fees, and the EEOC's position has always simply been that it is "aware of RAC's position." When a defendant is the prevailing party on a civil rights claim, the Supreme Court has held that district courts may award attorneys' fees if the plaintiff's "claim was frivolous, unreasonable, or groundless," or if "the plaintiff continued to litigate after it clearly became so." *CRST Van Expedited, Inc. v. EEOC*, 136 S. Ct. 1642, 1646 (U.S. May 19, 2016) (fee award of more than \$4 million against the EEOC), *see also* Rule 11, Fed. R. Civ. P. Here, this lawsuit should never have been filed, and has been prosecuted in a punitive fashion, rather than one based on a good faith effort to prove Plaintiff's case on the merits.

Faced with similar circumstances, courts across the country have not hesitated to award defendants attorneys' fees as sanctions for the EEOC's groundless lawsuits and frivolous conduct. *See E.E.O.C. v. Bellemar Parts Indus., Inc.*, 868 F.2d 199, 200 (6th Cir. 1989) (awarding costs and fees against EEOC and noting that "the EEOC did not bother to properly consider the facts presented to it before forging ahead and hailing [defendant] into court"); *Caribe Hilton Int'l*, 821 F.2d 74, 76 (1st Cir. 1987) (award of fees and costs against EEOC because the Commission had pursued litigation even though defendant attempted to accommodate employee's Seventh Day Adventist schedule); *E.E.O.C. v. Cintas Corp.*, No. 04-40132, 2011 U.S. Dist. LEXIS 86228. *13 (E.D. Mich., Aug. 4, 2011) (awarding costs and fees against EEOC for failure to investigate fully before filing suit and because Commission did not dismiss its suit once it realized the claim was no longer viable); *E.E.O.C. v. Peoplemark, Inc.*, No. 1:08-cv-907, 2011 U.S. Dist. LEXIS 38696, *6-7 (W.D. Mich., March 31, 2011) (awarding

² "Because of Kerr's past misrepresentations, the only way for Defendant to verify her accomplishments on these resumes is to review the official records." [Doc. 31, p. 3].

defendant attorneys' fees against the EEOC based on EEOC's continuing to litigate after it should have realized its claims were not viable); *EEOC v. Eagle Quick Stop*, U.S. Dist. LEXIS 91811, at *19, 24 (S.D. Miss., 2007) (awarding fees and costs against EEOC because EEOC did not dismiss baseless claim and holding that "when the Commission oversteps the bounds of advocacy, and presses a weak claim to the point of frivolity, it should rightfully pay costs the same as any other litigant"); *EEOC v. EJ Sacco*, 102 F. Supp. 2d 413, 419 (E.D. Mich. 2000) (awarding fees and costs against the EEOC and noting that plaintiff continuing to litigate its case even after realizing the "gaping flaws," was a "wholly unjustified wielding of prosecutorial power"); *E.E.O.C. v. Datapoint Corp.*, 457 F. Supp. 62, 68 (W.D. Tex. 1978) (awarding costs and fees against EEOC because the Commission prosecuted a frivolous case in bad faith against defendant).

In each of these cases, the courts emphasized that the awards against the EEOC were a result of the Commission's failure to dismiss discrimination claims once the EEOC should have realized the claims were not viable—whether during an entrenched litigation or before the complaint was filed. The circumstances here are even more egregious than the cases cited above.

CONCLUSION

RAC respectfully requests this Court dismiss the EEOC's claim against RAC and award RAC all its attorneys' fees and costs incurred as result of having to defend this case, and for any such other relief, either in law or in equity, to which RAC may show itself justly entitled.

Respectfully submitted,

/s/ J. Bradley Spalding

J. Bradley Spalding, Texas Bar No. 00786253

J. Bradley Spalding
Texas Bar No. 00786253
LITTLER MENDELSON, P.C.
1301 McKinney Street, Suite 1900
Houston, Texas 77010
713.652.4731

Michael A. Wilder ARDC# 6291053
Lavanga V. Wijekoon ARDC# 6301183
LITTLER MENDELSON, P.C.
A Professional Corporation
321 North Clark Street, Suite 1000
Chicago, IL 60654
312.372.5520

Stephanie J. Quincy
Arizona Bar No. 014009
QUARLES & BRADY LLP
Renaissance One
Two North Central Avenue
Phoenix, AZ 85004
602.229.5200

Andrew Trusevich
Texas Bar No. 00785119
RENT-A-CENTER, INC.
5501 Headquarters Drive
Plano, Texas 75024
972.801.1465

Dated: June 13, 2017

CERTIFICATE OF SERVICE

I, **J. Bradley Spalding**, an attorney, certify that I served the attorney of record named below with a copy of **Defendant's Motion for Summary Judgment** via ECF (*Electronic Case Filing*) on June 13, 2017:

Miles Shultz

Justin Mulaire

U.S. Equal Employment Opportunity Commission

500 West Madison Street, Suite 2000

Chicago, IL 60661

(312) 869-8045

miles.shultz@eoc.gov

U.S. Equal Employment Opportunity Commission

131 M. Street, N.E.

Washington, DC 20507

/s/ J. Bradley Spalding

J. Bradley Spalding

**IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS**

**U.S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,**

Plaintiff,

v.

RENT-A-CENTER EAST, INC.,

Defendant.

No. 16-CV-2222

Judge Colin Stirling Bruce

Magistrate Judge Eric I. Long

DECLARATION OF J. BRADLEY SPALDING

I, Brad Spalding, hereby depose and state as follows:

1. I am over the age of 18 and am otherwise competent to testify to the facts set forth in this Declaration. I am an attorney with Littler Mendelson, P.C., and represent the Defendant, Rent-A-Center East, Inc., in the above-captioned matter. As such, I have personal knowledge of the facts set forth below and make this Declaration in support of Defendant's Motion for Summary Judgment.

2. Attached as Exhibits 1-5 and 7-8 to Defendant's Motion for Summary Judgment are true and correct excerpts from deposition testimony taken in this action, and true and correct copies of discovery pleadings served by Plaintiff and other documents which have been produced by third parties in this action. Specifically, the exhibits attached are as follows:

Exhibit 1 Excerpts from the deposition transcript of Russell Kasper, dated January 19, 2017;

Exhibit 2 Excerpts from Plaintiff's Response to Defendant's First Set of Interrogatories to Plaintiff, dated October 21, 2016, and Plaintiff's Supplemental Response to Defendant's First Set of Interrogatories, dated November 9, 2016;

- Exhibit 3 Excerpts from the deposition transcript of Megan Vanna (Kerr), dated January 17, 2017;
- Exhibit 4 Excerpts from the State of Illinois Unemployment File on Megan Kerr;
- Exhibit 5 Excerpts from the deposition transcript of Amber Shumate, dated April 20, 2017;
- Exhibit 7 Excerpts from the deposition transcript of Richard Thompson, dated May 22, 2017;
- Exhibit 8 Excerpts from the deposition transcript of Russell Wiedemann, dated May 22, 2017.

I declare under penalty of perjury that the foregoing is true and correct.

SIGNED this 13th day of June, 2017.

J. Bradley Spalding
J. Bradley Spalding

**IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS**

**U.S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,**

Plaintiff,

v.

RENT-A-CENTER EAST, INC.,

Defendant.

No. 16-CV-2222

Judge Colin Stirling Bruce

Magistrate Judge Eric I. Long

DECLARATION OF MICHAEL H. CROSS

1. “My name is Michael H. Cross. I am over the age of eighteen, of sound mind, and have personal knowledge of all facts set forth in this Declaration.

2. I am currently employed as Senior Director of Knowledge Management for Rent-A-Center, Inc. (“RAC”).

3. Attached as Exhibit 6 to the Motion for Summary Judgment filed by RAC is a true and correct copy of a sales record for a sale made by Megan Kerr on February 20, 2014.

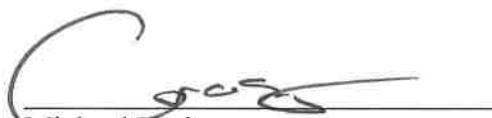
4. Exhibit 6 to RAC’s Motion for Summary Judgment comprises records kept by RAC in the regular course of business, and it was the regular course of business of RAC for an employee or representative of RAC with knowledge of the act, event, condition, or other information recorded, to make the record or to transmit the information included in such a record; and the record was made at or near the time of the events reflected in the record or reasonably soon thereafter. I am one of the custodians of the record reflected in Exhibit 6 to RAC’s Motion for Summary Judgment, and the record attached as Exhibit 6 to RAC’s Motion

for Summary Judgment is an exact duplicate of the original.

5. I personally prepared Exhibit 6, after I was asked to conduct a search of RAC's former Point of Sale System ("POS") for a "Shumate" and/or "Wilkerson." I was able to locate the data for an "Amy Wilkerson" for a cash sale in February 2014. Exhibit 6 is a true and correct copy of the data for the cash sale for "Amy Wilkerson."

I declare under penalty of perjury that the foregoing is true and correct."

Executed on June 13th, 2017.



Michael H. Cross

EXHIBIT 1

Russell Kasper
January 19, 2017

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS

U.S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,

Plaintiff,

vs.

RENT-A-CENTER EAST, INC.,

Defendants.

No. 16-CV-2222
Judge Colin Stirling
Bruce

Magistrate Judge
Eric I. Long

DEPOSITION OF RUSSELL KASPER
January 19, 2017
I Hotel and Conference Center
1900 South First Street
Champaign, Illinois
10:00 a.m.

Barbara A. Glover: CSR #084-001223

Russell Kasper
January 19, 2017

2

1 APPEARANCES:

2 Appearing for Plaintiff:

3 U.S. Equal Employment Opportunity
4 Commission
5 Miles Shultz
6 Justin Mulaire
7 500 West Madison Street, Suite 2000
8 Chicago, Illinois 60661
9 (312) 869-8045
10 miles.shultz@eeoc.gov

11 Appearing for Defendant:

12 Littler Mendelson, P.C.
13 J. Bradley Spalding
14 1301 McKinney Street, Suite 1900
15 Houston, Texas 77010
16 (713) 652-4731

17 and

18 Andrew M. Trusevich
19 Senior Vice President, Assistant General
20 Counsel
21 Rent-A-Center, Inc.
22 5501 Headquarters Drive
23 Plano, Texas 75024
24 (972) 801-1465
25 andy.trusevich@rentacenter.com

ALSO PRESENT: Jason Carnahan

Russell Kasper
January 19, 2017

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

I N D E X

EXAMINATION CONDUCTED BY:	PAGE
By: Mr. Trusevich	5
By: Mr. Mulaire	168
By: Mr. Trusevich	172

E X H I B I T S

EXHIBIT	PAGE
RK Exhibit 1	75
RK Exhibit 2	79
RK Exhibit 3	85
RK Exhibit 4	137
RK Exhibit 5	148
RK Exhibit 6	149
RK Exhibit 7	151
RK Exhibit 8	152
RK Exhibit 9	154
RK Exhibit 10	161
RK Exhibit 11	165

Russell Kasper
January 19, 2017

4

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

STIPULATION

IT IS HEREBY EXPRESSLY STIPULATED AND
AGREED by and between the parties that the
deposition of RUSSELL KASPER may be taken on
January 19, 2017, at the I Hotel, Champaign,
Illinois, pursuant to the Rules of the Federal
Court and the Rules of Federal Procedure
governing said depositions.

IT IS FURTHER STIPULATED that the
necessity for calling the Court Reporter for
impeachment purposes is waived.

Russell Kasper
January 19, 2017

5

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

9:51 a.m.

RUSSELL KASPER

the deponent herein, called as a witness, after
having been first duly sworn, was examined and
testified as follows:

EXAMINATION CONDUCTED

BY: MR. TRUSEVICH

Q. Good morning, Mr. Kasper. How are
you?

A. Good morning.

Q. How are you?

A. Very good.

Q. Could you please state your name and
spell it for the record?

A. Russell, first name R-u-s-s-e-l-l,
middle name James, J-a-m-e-s, last name Kasper,
K-a-s-p-e-r.

Q. And, sir, my name is Andy Trusevich.
I'm in-house counsel for Rent-A-Center, and you
and I have never met before today. Have we?

A. No, we have not.

Q. We've never spoken before today?

A. No, we have not.

Russell Kasper
January 19, 2017

6

1 Q. And my co-counsel is Brad Spalding to
2 my left with the law firm of Littler and
3 Mendelson. I don't believe you have ever met him
4 before. Have you?

5 A. I have not.

6 Q. And you have never spoken to him
7 before today?

8 A. I have not.

9 Q. And I see you have a Notice of
10 Deposition in front of you. Correct?

11 A. That is correct.

12 Q. And did you review any documents to
13 prepare for this deposition?

14 A. The only thing I reviewed was my
15 letter of deposition or declaration that I gave
16 to EEOC.

17 Q. Is that the only document you
18 reviewed?

19 A. That is correct.

20 Q. Have you met with anybody from the
21 EEOC to prepare for this deposition?

22 A. No, I have not.

23 Q. Have you talked with anyone from the
24 EEOC to prepare for this deposition?

25 A. To prepare for the deposition, only

Russell Kasper
January 19, 2017

7

1 last night on the telephone just to call to
2 verify that I was coming.

3 Q. And did you talk about the case at
4 all?

5 A. Just briefly.

6 Q. Okay. What did you say?

7 A. The discussion was just what I'm to
8 prepare for, that you would be asking questions,
9 and they would have, you know, a response to some
10 where they would say objection, or whatever, just
11 so it would be noted in the record.

12 Other than that, one discussion was
13 about a person that supposedly wanted merchandise
14 delivered on a Sunday.

15 Q. Okay. And who was that?

16 A. Some Mason group.

17 Q. Okay. And do you know what they're
18 talking about?

19 A. No, I do not.

20 Q. What else did you all talk about?

21 A. That was about it.

22 Q. By the way, how long did you work for
23 Rent-A-Center?

24 A. From 2005 to December of 2013.

25 Q. And how many years of experience do

Russell Kasper
January 19, 2017

19

1 fees for these freezers?

2 A. Yes.

3 Q. They weren't donated. Correct?

4 A. No.

5 Q. And Megan Kerr was not involved in any
6 of the Sunday pick ups that you've described to
7 the ladies and gentlemen of this jury. Correct?

8 A. Correct.

9 MR. MULAIRE: Object to form.

10 BY MR. TRUSEVICH:

11 Q. Sir, and you're not here to testify to
12 the ladies and gentlemen of the jury about
13 anything that occurred between Jason Morris and
14 Megan Kerr in July 2014. Correct?

15 A. Rephrase the question. I don't know
16 what you mean.

17 Q. Do you have any personal knowledge of
18 anything that happened to Megan Kerr in July 2014
19 between her and Jason Morris?

20 A. No, I do not.

21 Q. Because you were fired in December of
22 2013 by Rent-A-Center. Correct?

23 A. That is correct.

24 Q. And, in fact, the person who fired you
25 from Rent-A-Center was your district manager,

Russell Kasper
January 19, 2017

20

1 Jason Carnahan, to my left. Correct?

2 A. That is correct.

3 Q. So after December 2013, after you were
4 fired from Rent-A-Center, you had no involvement
5 with Megan Kerr or Rent-A-Center. Correct?

6 A. I had received one phone call from one
7 of the employees at the store just to see how I
8 was doing, and in return I just asked -- I said
9 how is everything going? They just said fine and
10 was told that they weren't supposed to discuss
11 anything Rent-A-Center business-wise with me,
12 which is fine, but that was the only time.

13 Q. And the phone call that you received
14 was from who?

15 A. That was from -- who did I get that
16 from?

17 Q. Sir, I would ask you not to review any
18 documents. Sir, I'm asking you not to review any
19 documents.

20 I'm asking you if you recall. If you
21 don't recall, you don't recall.

22 A. The female employee at the rental
23 store.

24 Q. So, according to you under oath, your
25 testimony today, so I understand it, is you

Russell Kasper
January 19, 2017

21

1 received a call from Elena Reeves. Would that be
2 who you're talking about?

3 A. Uh-huh.

4 Q. Is that who you're talking --

5 A. Correct.

6 Q. -- about? Sir, please wait until I
7 finish my question. Okay? Can we have that
8 agreement? I thought we had it. Can we have
9 that agreement?

10 MR. MULAIRE: Let me just make a form
11 objection. There was some cross talk, so I
12 couldn't get it in there.

13 THE WITNESS: Sure.

14 BY MR. TRUSEVICH:

15 Q. So, according to your testimony under
16 oath today, sir, and, by the way, are you
17 testifying against Jason Carnahan because you're
18 mad that he's the one that fired you in December
19 of 2013?

20 MR. MULAIRE: Objection to form.

21 THE WITNESS: No, sir.

22 BY MR. TRUSEVICH:

23 Q. Then let's talk about your sworn
24 testimony. Your sworn testimony is that after
25 you were fired by Jason Carnahan in December of

Russell Kasper
January 19, 2017

22

1 2013, correct?

2 MR. MULAIRE: Objection to form.

3 BY MR. TRUSEVICH:

4 Q. Correct?

5 A. I was terminated December of 2013,
6 yes.

7 Q. By Jason Carnahan. Correct?

8 A. Correct.

9 Q. In a face-to-face meeting. Correct?

10 A. About a 30-second meeting.

11 Q. Sir, did I just ask you how long it
12 was?

13 A. No.

14 MR. MULAIRE: Object to form.
15 Argumentative.

16 BY MR. TRUSEVICH:

17 Q. You just threw that in there.
18 Correct?

19 MR. MULAIRE: Object to form.

20 BY MR. TRUSEVICH:

21 Q. Correct?

22 A. Yes.

23 Q. Okay. So it was a face-to-face
24 meeting. Correct?

25 A. Correct.

Russell Kasper
January 19, 2017

23

1 Q. And so after Jason Carnahan fired you
2 in December of 2013, your sworn testimony is
3 Elena Reeves then called you. Correct?

4 A. Yes.

5 Q. And during this phone conversation you
6 asked her how things were going. Correct?

7 A. Yes.

8 Q. And she said that Megan Kerr had been
9 fired. Correct?

10 A. No.

11 Q. What did she say?

12 A. She said that there was not -- that
13 Jason said there shouldn't be any discussions
14 about what's been going on at Rent-A-Center with
15 me.

16 Q. With you?

17 A. Correct.

18 Q. All right. And did you ever talk to
19 anyone else from Rent-A-Center about that?

20 A. I saw her in the store one day at
21 Walmart, and that's when I found out that Megan
22 had been terminated.

23 Q. And so when did you run into her in
24 the Walmart?

25 A. When?

Russell Kasper
January 19, 2017

26

1 finish his previous answer, for the record.

2 BY MR. TRUSEVICH:

3 Q. And you are as positive about that,
4 sir, as you are as Elena Reeves calling you after
5 you were fired. Correct?

6 MR. MULAIRE: Object to form.

7 THE WITNESS: True.

8 BY MR. TRUSEVICH:

9 Q. Okay. We'll look at that in a minute,
10 sir.

11 All right. Now, let's go and talk
12 about -- let's back up a couple of months. Do
13 you recall in March of 2013 Megan Kerr presenting
14 you documents showing that she was changing her
15 name from Jason Kerr to Megan Kerr?

16 A. Correct.

17 Q. And is that when you started these
18 daily harassing, embarrassing, and discriminatory
19 comments at least two to three times a day,
20 according to Megan Kerr?

21 A. No.

22 MR. MULAIRE: Objection. Form and
23 foundation.

24 BY MR. TRUSEVICH:

25 Q. Because, according to you, that never

Russell Kasper
January 19, 2017

30

1 available that I had, I kept in-depth notes on
2 everything that occurred on a day-to-day basis in
3 my calendar planner, and I would be able to give
4 you information like that, but without that in
5 front of me, I would not be able to specifically
6 give you names.

7 BY MR. TRUSEVICH:

8 Q. Do you have that calendar planner at
9 your house?

10 A. Nope, I was not allowed to take
11 anything with me when I was terminated other than
12 two pictures and my coffee pot.

13 Q. And you're mad about the fact that --
14 in fact, you volunteered that it was a 30-minute
15 meeting where Jason Carnahan fired you, and all
16 you got to take was two pictures and a coffee
17 mug. Correct? Correct?

18 MR. MULAIRE: Objection to form.

19 THE WITNESS: No.

20 BY MR. TRUSEVICH:

21 Q. You're not mad at all about that, are
22 you, sir?

23 A. Illinois is a hire at will, fire at
24 will state.

25 Q. So please continue. My original

Russell Kasper
January 19, 2017

31

1 question that I asked you before you went into
2 your narrative was tell me about Jason Carnahan,
3 according to your allegations, ever telling you
4 to fire Megan Kerr. Tell me about that.

5 MR. MULAIRE: Objection. Form.

6 THE WITNESS: As the meetings
7 progressed, I was asked to find ways to document
8 specific situations that developed in the store
9 that could potentially allow us to terminate
10 Megan's employment based on the fact that Jason
11 stated that he had felt that in some of the sales
12 situations that we were having the lack of sales
13 were partially the result of Megan's change and
14 that it was hindering our business.

15 BY MR. TRUSEVICH:

16 Q. So to make sure I get this right,
17 according to your sworn testimony is Jason
18 Carnahan, the man that fired you, came to you and
19 said start looking for ways to document the
20 issues so that we might be able to fire Megan
21 Kerr. Is that what happened?

22 A. That is correct.

23 Q. And did he tell you to make stuff up?

24 A. No.

25 Q. Did he ever ask you to falsify

Russell Kasper
January 19, 2017

44

1 THE WITNESS: Not putting those words
2 in my mouth, it's not the way he presented
3 himself.

4 BY MR. TRUSEVICH:

5 Q. Okay. How many times did he say --
6 are you saying at least ten occasions that he
7 said, "How is it coming to get rid of -- getting
8 rid of Megan Kerr?"

9 A. It wasn't how he came out and said,
10 "How are you getting rid of Megan Kerr." It's
11 like, "Do we have any documentation? How is the
12 customers handling this? How is the rest of the
13 store employees handling this?"

14 You know, "If we're going to do
15 anything," you know, "we have to have
16 documentation," you know, talking around the
17 subject.

18 Q. And let me guess. There weren't any
19 witnesses to these conversations. Were there?

20 MR. MULAIRE: Object to form.

21 THE WITNESS: No, because when the
22 store manager and the district manager would have
23 a meeting, he would pull us off to the corner and
24 sit us at a table off in a corner or go sit in
25 the office.

Russell Kasper
January 19, 2017

62

1 Rent-A-Center use the truck for personal
2 business?

3 A. No.

4 Q. What happens to people at
5 Rent-A-Center that use the truck for personal
6 business?

7 MR. MULAIRE: Object to form and
8 foundation.

9 BY MR. TRUSEVICH:

10 Q. Based on your experience.

11 A. I did not have anybody do it, except
12 for one time there was another employee that had
13 taken a truck to Champaign and had gone to a
14 motorcycle shop to peruse motorcycles all day.

15 I wasn't even there. I was on
16 vacation, and I came back and found out his
17 previous district manager had terminated him.

18 Q. Did you fire him?

19 A. The district manager terminated him.

20 Q. Not my question. Did you fire him?
21 Your answer would be no?

22 A. My answer is, no, I did not fire him.

23 Q. And that would be Mr. Harding,
24 correct, who was fired? Does that ring a bell?

25 A. Correct.

Russell Kasper
January 19, 2017

63

1 Q. And Mr. Harding was fired for taking a
2 personal vehicle on a Sunday. Correct?

3 A. It was not on a Sunday, as far as I
4 remember. It was either a Friday or a Saturday.
5 It was a workday, and he was supposed to be doing
6 either pick ups or deliveries.

7 Like I said, I was on vacation. I was
8 called on the telephone on Sunday and informed of
9 the matter while I was on vacation.

10 Q. Sir, why doesn't Rent-A-Center want
11 its employees taking the cube truck for personal
12 use?

13 MR. MULAIRE: Objection, foundation.

14 THE WITNESS: One, there's insurance
15 situations where we're not covered for personal
16 people like that doing it. You're not supposed
17 to have civilians riding in the truck with you.
18 It's supposed to be used for company business
19 only.

20 MR. MULAIRE: Can I mention -- just
21 mention a couple of times I haven't been able to
22 get my objection in before you start your answer,
23 so just like you're letting him finish his
24 question, before you start your answer if you
25 could just pause for a half a second to see if I

Russell Kasper
January 19, 2017

68

1 event. Okay? The last one, the current EEOC
2 position is that it was the Masons that moved a
3 dislocated family, but Ms. Kerr can't remember a
4 single name of any Mason, and it turns out it was
5 a move for Amber Schumate from a mini storage
6 that you, sir, authorized to put in the mini
7 storage and that you committed whenever you're
8 ready and you need this furniture from mini
9 storage, I'm making the commitment, even if it's
10 on a Sunday, you just contact Megan, and she'll
11 pick it up from the mini storage and move it to
12 your house. Did that ever happen?

13 MR. MULAIRE: Objection. Form.
14 Misstates any number of things.

15 THE WITNESS: Absolutely not. Rantoul
16 does not have a Mason group anymore. It's been
17 defunct for years.

18 BY MR. TRUSEVICH:

19 Q. By the way, did you ever know -- by
20 the way, when you said Elena, Elena actually
21 helped Megan Kerr do her makeup. Didn't she?
22 Elena tried to be nice to her. Didn't she?

23 MR. MULAIRE: Objection. Form and
24 foundation.

25 THE WITNESS: The answer to that is,

Russell Kasper
January 19, 2017

119

1 going to go through the transitions, and then I
2 passed the information on up that this was going
3 to start taking place.

4 Q. When you got it, you gave it to
5 Carnahan?

6 A. Correct.

7 Q. And if you got it in March of 2013,
8 you would have given it to Carnahan then?

9 A. Correct.

10 Q. You would have given it to Carnahan in
11 March 2013?

12 A. That would have been correct.

13 Q. CP produced these documents for her
14 legal name change. Carnahan came to respondent's
15 store to get the document. Do you see that?

16 A. Yes.

17 Q. Russell believes that CP provided the
18 documents to Carnahan. Russell said he
19 communicated things to Carnahan when CP
20 transitioned to female when he learned them.
21 Correct?

22 A. That is correct.

23 Q. It says: Russell said that after CP's
24 transition from male to female, DM Carnahan told
25 him that he did not approve of having someone

Russell Kasper
January 19, 2017

142

1 Q. In or around March 2013 Jason Kerr
2 told me he was transitioning from male to female,
3 and later that year Kerr changed his name to
4 Megan Kerr. Do you see that?

5 A. That is correct.

6 Q. I communicated these things to my
7 supervisor, district manager Jason Carnahan, at
8 around the time I learned them. Do you see that?

9 A. Correct.

10 Q. Then in the middle of 7 it says:
11 Carnahan told me to do whatever it takes to find
12 a way to fire Megan Kerr or get her to quit. Do
13 you see that?

14 A. Correct.

15 Q. He told me to find infractions to
16 document in order to create a basis for
17 terminating Ms. Kerr, and he asked me roughly
18 every week about the status, and the word status
19 is in quotation marks. Right?

20 A. Correct.

21 Q. And you signed it with that word
22 status in quotation marks. Correct?

23 A. Correct.

24 Q. Because on a weekly basis he would ask
25 you, hey, what's the status about you getting rid

Russell Kasper
January 19, 2017

143

1 of Megan. Right?

2 MR. MULHAIRE: Objection. Misstates
3 testimony.

4 BY MR. TRUSEVICH:

5 Q. Right?

6 A. Uh-huh.

7 Q. Is that a yes?

8 A. Yes.

9 Q. I'm sorry. We talked over each other.

10 A. This is a repeat of what we just read
11 or what you just went over step by step, number
12 by number. That's the same thing that we just
13 went over.

14 Q. Sir, I object as your answer being
15 nonresponsive. My question was was that a yes?

16 A. Yes.

17 Q. It is true there were customers who
18 did not accept Ms. Kerr's transition from male to
19 female. Do you see that?

20 A. Yes.

21 Q. And No. 9: I did not make any
22 derogatory comments about Ms. Kerr's transition
23 from male to female.

24 Any idea why she would tell the ladies
25 and gentlemen of the jury that at least two to

Russell Kasper
January 19, 2017

164

1 depending upon what the circumstances were, I
2 could have gotten clearance one way or the other
3 from my district manager, at least put them in
4 the loop, would you mind if we did this?

5 BY MR. TRUSEVICH:

6 Q. Let's say she didn't ask you your
7 permission.

8 MR. MULAIRE: Objection to form and
9 foundation.

10 THE WITNESS: If it was done without
11 permission, then, yes, that would be a terminable
12 offense, in my case.

13 BY MR. TRUSEVICH:

14 Q. And if that, in fact, occurred, that
15 would have nothing to do with her transgender
16 status. Correct?

17 MR. MULAIRE: Object to form and
18 foundation.

19 THE WITNESS: I wasn't there during
20 that time period, so that's -- I shouldn't be
21 answering on those grounds. I wasn't there at
22 that time.

23 BY MR. TRUSEVICH:

24 Q. Sir, let me ask, but you would agree
25 it's a terminable offense. Correct?

Russell Kasper
January 19, 2017

174

1 you give me any names that it may have been under
2 so we can look at that?

3 MR. MULAIRE: Object to form and
4 foundation.

5 THE WITNESS: It would have been a
6 lady from Broadmeadow School, not from Bible
7 Baptist Church, because originally it was
8 Broadmeadow School PTA, or something like that,
9 that had set this up, but they had a power outage
10 in the gym where they would have plugged in the
11 cookie dough refrigerator.

12 BY MR. TRUSEVICH:

13 Q. By the way, if you wanted to use
14 property for charitable events, did you have to
15 get permission for that?

16 A. Yes.

17 Q. From who?

18 A. From the district manager.

19 Q. Okay. And that's the way it was while
20 you were the store manager. Correct?

21 A. Yep, and we only had one instance
22 where we actually -- well, we had one instance
23 where we ended up donating a chair and a TV for
24 some open house with some bigwigs in there, and
25 that was about the only thing I remember that we

Russell Kasper
January 19, 2017

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

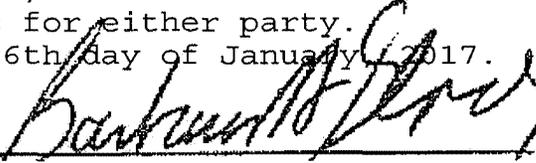
CERTIFICATE

I, BARBARA A. GLOVER, Certified Shorthand Reporter, do hereby certify that RUSSELL KASPER, the deponent herein, was by me first duly sworn to tell the truth, the whole truth and nothing but the truth in the aforementioned cause of action.

That the foregoing deposition was taken on behalf of the Defendant on January 19, 2017; that said deposition was taken down in stenograph notes and afterwards reduced to typewriting under my instruction and said transcription is a true record of the testimony given; and that it was agreed by and between the witness and attorneys that said signature on said deposition would be waived.

I do hereby certify that I am a disinterested person in this cause of action; that I am not a relative of any party or any attorney of record in this cause, or an attorney for any party herein, or otherwise interested in the event of this action, and am not in the employ of the attorneys for either party.

Dated this 26th day of January, 2017.



Barbara A. Glover, CSR, RPR, CRR, and CCR

EXHIBIT 2

IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS
URBANA DIVISION

U.S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,

Plaintiff,

vs.

RENT-A-CENTER EAST, INC.,

Defendant.

§
§
§
§
§
§
§
§
§
§

NO. 2:16-CV-02222

**PLAINTIFF EEOC'S RESPONSE TO
DEFENDANT'S FIRST SET OF INTERROGATORIES TO PLAINTIFF**

Plaintiff U.S. Equal Employment Opportunity Commission ("EEOC") hereby makes the following response to the first set of interrogatories by Defendant Rent-A-Center East, Inc. ("RAC").

GENERAL OBJECTION & PRELIMINARY STATEMENT

The EEOC hereby incorporates the General Objection and Preliminary Statement set forth in its Response to RAC's First Set of Document Requests.

RESPONSES

INTERROGATORY NO. 1

Identify all persons from whom you or Megan Kerr have received statements, either orally or in writing, sworn or unsworn, regarding any of the allegations made by you in Plaintiff's Complaint.

ANSWER:

EEOC objects to Interrogatory No. 1 to the extent it seeks information protected from disclosure by the attorney client privilege, the attorney work product doctrine, the government deliberative process privilege, and/or Section 706(b) of Title VII, 42 U.S.C. § 2000e-5(b). EEOC does not have an obligation to identify every person with whom its attorneys have decided to communicate about the case.

F.2d 1097, 1100 (6th Cir. 1984); *EEOC v. Chicago Miniature Lamp Works*, 526 F. Supp. 974, 976 (N. D. Ill. 1981).

Subject to and without waiving these objections, pursuant to Rule 33(d), EEOC directs Defendant to the relevant, non-privileged portions of EEOC's administrative file and other documents produced herewith.

INTERROGATORY NO. 4

Plaintiff asserts in Paragraph 14(n) of its Complaint that: "In or around [sic] 2014, the Rantoul Store occasionally made deliveries to or provided other services to or in connection with local civic or charitable organizations or events, as a service to the community. This occasionally included delivering merchandise on a Sunday, when the store was normally closed and normally did not make deliveries." Please identify every civic or charitable organization to which the Rantoul store made charitable deliveries or provided free services of which Ms. Kerr is aware during her employment; the dates of those deliveries (including every Sunday on which such deliveries were made while the store was closed for business); and the items delivered or services provided.

ANSWER:

EEOC objects to Interrogatory 4 because it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving these objections, the Commission states that in addition to the Sunday furniture delivery on July 20, 2014, the Rantoul store picked up chest freezers during the summer of 2013 from the Rantoul Air Museum. The Rantoul store also picked up equipment loaned to a church for a tractor show sometime in 2013 on a Sunday. This list is not exhaustive, and the investigation continues.

INTERROGATORY NO. 5

Plaintiff asserts in Paragraph 14(l) of its Complaint that: "After becoming the store manager of the Rantoul Store, [Jason] Morris told another employee that he was aware of Kerr's gender transition and, because of that, Morris had not wanted to be assigned to the Rantoul Store." Identify the employee to whom Mr. Morris allegedly made these comments, the date on which the comments were made, and any witnesses to this conversation.

ANSWER:

Elena Reeves. Investigation continues.

INTERROGATORY NO. 6

Respectfully Submitted,

Dated: October 21, 2016

s/ Miles Shultz
Miles Shultz
Trial Attorney
U.S. Equal Employment
Opportunity Commission
500 W. Madison St., Ste. 2000
Chicago, IL 60661
312-869-8053

CERTIFICATE OF SERVICE

I hereby certify that on today's date, I caused the PLAINTIFF EEOC'S RESPONSE TO DEFENDANT'S FIRST SET OF INTERROGATIRES to be served upon the following counsel of record by electronic mail:

Michael A. Wilder
Lavanga V. Wijekoon
LITTLER MENDELSON, P.C.
321 North Clark Street, Suite 1000
Chicago, IL 60654

MWilder@Littler.com
LWijekoon@Littler.com

J. Bradley Spalding
LITTLER MENDELSON, P.C.
131 McKinney Street, Suite 1900
Houston, TX 77010

BSpalding@Littler.com

Andrew Trusevich
Rent-A-Center
5501 Headquarters Drive
Plano, TX 75024

Andy.Trusevich@RentACenter.com

Dated: October 21, 2016

s/ Miles Shultz
Miles Shultz

IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS
URBANA DIVISION

U.S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,

Plaintiff,

vs.

RENT-A-CENTER EAST, INC.,

Defendant.

§
§
§
§
§
§
§
§
§
§

NO. 2:16-CV-02222

**PLAINTIFF EEOC'S FIRST SUPPLEMENTAL RESPONSE TO
DEFENDANT'S FIRST SET OF INTERROGATORIES TO PLAINTIFF**

Plaintiff U.S. Equal Employment Opportunity Commission ("EEOC") hereby makes the following response to the first set of interrogatories by Defendant Rent-A-Center East, Inc. ("RAC").

GENERAL OBJECTION & PRELIMINARY STATEMENT

The EEOC hereby incorporates the General Objection and Preliminary Statement set forth in its Response to RAC's First Set of Document Requests.

RESPONSES

INTERROGATORY NO. 4

Plaintiff asserts in Paragraph 14(n) of its Complaint that: "In or around [sic] 2014, the Rantoul Store occasionally made deliveries to or provided other services to or in connection with local civic or charitable organizations or events, as a service to the community. This occasionally included delivering merchandise on a Sunday, when the store was normally closed and normally did not make deliveries." Please identify every civic or charitable organization to which the Rantoul store made charitable deliveries or provided free services of which Ms. Kerr is aware during her employment; the dates of those deliveries (including every Sunday on which such

deliveries were made while the store was closed for business); and the items delivered or services provided.

ANSWER:

EEOC objects to Interrogatory 4 because it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving these objections, the Commission states that in addition to the Sunday furniture delivery on July 20, 2014, the Rantoul store picked up chest freezers during the summer of 2013 from the Rantoul Air Museum. The Rantoul store also picked up equipment loaned to a church for a tractor show sometime in 2013 on a Sunday. This list is not exhaustive, and the investigation continues.

By way of further response, the July 20, 2014, delivery involved a dislocated family that the Free Masons provided assistance in obtaining new housing and furniture—including involved the purchase of merchandise from the Rantoul Store that was kept in storage until the new housing was ready. Kerr made the delivery to Amber Wilkerson (now Amber Shumate). Regarding contact information for other Sunday deliveries, pursuant to Fed. R. Civ. P. 33(d), the EEOC states: *see* EEOC0343.

INTERROGATORY NO. 16

If Ms. Kerr has ever been arrested or convicted of a crime, please state for each arrest or conviction the city and state where Ms. Kerr was arrested or convicted, the date of the arrest or conviction, the offense, and the court and case number.

ANSWER:

EEOC objects to Interrogatory No. 16 on the basis it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence; is overly broad because it seeks information about criminal proceedings that did not result in a convictions, criminal proceedings resulting in convictions that are inadmissible pursuant to Fed. R. Civ. P. 609; and is unlimited as to time.

By way of further response, the Commission states Kerr has not had any convictions within the last ten years for felonies or crimes of dishonesty.

INTERROGATORY NO. 19

Please identify by name, address, phone number and e-mail address the landlord, property owner, leaseholder or property manager for each residence and for each business space (other than in connection with her employment with Defendant) used by Ms. Kerr in 2014.

ANSWER:

EEOC objects to Interrogatory 19 because it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, the Commission states: Frank (last name and contact information unknown) was Kerr's landlord at 101 E State Apt. 203 or 204, Paxton, IL.

By way of further response, pursuant to Fed. R. Civ. P. 33(d), the EEOC states: *see* EEOC0062, and EEOC0372 through EEOC0382.

INTERROGATORY NO. 20

Provide the date or date range within which Ms. Kerr underwent her gender transition and the date on which Ms. Kerr formally changed her name from Jason to Megan.

ANSWER:

EEOC objects to Interrogatory 20 because it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence and is an unnecessary invasion of Kerr's privacy. Interrogatory 20 is also vague.

Subject to and without waiving these objections, the EEOC states: Kerr started presenting consistent with her gender identity at RAC in approximately March 2013. The Commission will supplement this response to include the date Kerr changed her name.

By way of further response, pursuant to Fed. R. Civ. P. 33(d), the EEOC states: *see* EEOC0365.

Respectfully Submitted,

Dated: November 9, 2016

s/ Miles Shultz
Miles Shultz
Trial Attorney
U.S. Equal Employment
Opportunity Commission
500 W. Madison St., Ste. 2000
Chicago, IL 60661
312-869-8053

CERTIFICATE OF SERVICE

I hereby certify that on today's date, I caused the PLAINTIFF EEOC'S FIRST SUPPLEMENTAL RESPONSE TO DEFENDANT'S FIRST SET OF INTERROGATIRES to be served upon the following counsel of record by electronic mail:

Michael A. Wilder
Lavanga V. Wijekoon
LITTLER MENDELSON, P.C.
321 North Clark Street, Suite 1000
Chicago, IL 60654

MWilder@Littler.com
LWijekoon@Littler.com

J. Bradley Spalding
LITTLER MENDELSON, P.C.
131 McKinney Street, Suite 1900
Houston, TX 77010

BSpalding@Littler.com

Andrew Trusevich
Rent-A-Center
5501 Headquarters Drive
Plano, TX 75024

Andy.Trusevich@RentACenter.com

Dated: November 9, 2016

s/ Miles Shultz
Miles Shultz

IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS

EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)
)
Plaintiff,)
)
v.)
)
RENT-A-CENTER EAST, INC.)
)
Defendant.)
_____)

Case No. 16-cv-2222

VERIFICATION

I, Miles Shultz, being duly sworn, depose and say that I am an authorized Trial Attorney of the U.S. Equal Employment Opportunity Commission ("EEOC"), and in that capacity I assisted in the preparation of EEOC's First Supplemental Responses to Defendant's First Set of Interrogatories to EEOC for and on behalf of the EEOC and I am duly authorized to do so. Certain of the matters stated therein are not within my personal knowledge; however, to the best of my knowledge, information and belief, the answers were true at the time that I drafted them. To the extent, if at all, that any of these Answers differ from the charging party's deposition testimony, taken after the Answers were provided, EEOC incorporates by reference the testimony of the charging party.

Dated: November 9, 2016

s/ Miles Shultz
Miles Shultz
EEOC Trial Attorney

EXHIBIT 3

Megan Vanna
January 17, 2017

1

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS

U.S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,

Plaintiff, No. 16-CV-2222

vs.

RENT-A-CENTER EAST, INC.,

Defendant.

The videotaped deposition of MEGAN VANNA,
called for examination pursuant to the Rules of
Civil Procedure for the United States District
Courts pertaining to the taking of depositions,
taken before CHERYL L. SANDECKI, Certified
Shorthand Reporter for the State of Illinois, at
321 North Clark Street, Chicago, Illinois, on
January 17, 2017, at the hour of 9:00 a.m.

REPORTED BY: CHERYL L. SANDECKI, CSR, RPR
LICENSE NO.: 084-03710
JOB NO.: 548721

Megan Vanna
January 17, 2017

2

1 APPEARANCES:

2 U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, by
3 MR. MILES SHULTZ
4 500 West Madison Street
5 Suite 2000
6 Chicago, Illinois 60661
7 (312) 869-8105
8 miles.shultz@eeoc.gov

9 - and -

10 U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, by
11 MR. JUSTIN MULAIRE,
12 33 Whitehall Street
13 Floor 5
14 New York, New York 10004
15 (212) 336-3744
16 justin.mulaire@eeoc.gov

17 Representing the Plaintiffs;

18 LITTLER MENDELSON, P.C., by
19 MR. J. BRADLEY SPALDING
20 1301 McKinney Street
21 Suite 1900
22 Houston, Texas 77010
23 (713) 652-4731
24 bspalding@littler.com

- and -

RENT-A-CENTER, INC., by
MR. ANDREW M. TRUSEVICH
5501 Headquarters Drive
Plano, Texas 75024
(972) 801-1465
andy.trusevich@rentacenter.com

Representing the Defendant.

Also Present: Mr. Jason Morris
Ms. Christine Nikolich,
Videographer

Megan Vanna
January 17, 2017

3

1	INDEX		
2	WITNESS		EXAMINATION
3			
4	MEGAN VANNA		
5	EXAMINATION BY MR. TRUSEVICH		5
6			
7		EXHIBITS	
8	NUMBER		MARKED FOR ID
9	RAC Deposition Exhibit		
10	Exhibit 1	Lawsuit	9
11	Exhibit 2	Interrogatory Responses	11
12	Exhibit 3	Supplemental Interrogatories	13
13	Exhibit 4	Verification	77
14	Exhibit 5	Charge of Discrimination	79
15	Exhibit 6	Resumés	124
16	Exhibit 7	Job Applications	125
17	Exhibit 8	EEOC Intake Questionnaire	234
18	Exhibit 9	E-mail	248
19	Exhibit 10	Investigator Notes	251
20	Exhibit 11	E-mail	308
21	Exhibit 12	Shumate Interview Notes	313
22	Exhibit 13	Investigator Notes	338
23	Exhibit 14	Handbook Excerpts	341
24	Exhibit 15	Rent-A-Center Policy	345
	Exhibit 16	Handbook Acknowledgement Form	354
	Exhibit 17	WebHire Info	361
	Exhibit 18	Assistant Manager Description	401
	Exhibit 19	E-mail	403
	Exhibit 20	Lease	405
	Exhibit 21	Receipts	407
	Exhibit 22	Ledger	412
	Exhibit 23	E-mail	418

Megan Vanna
January 17, 2017

4

1 THE VIDEOGRAPHER: Good morning. We are on
2 the record.

3 This is the videotaped deposition of
4 Megan Kerr in the matter of U.S. Equal
5 Employment Opportunity Commission versus
6 Rent-A-Center. This deposition is taking place
7 at 321 North Clark Street in Chicago, Illinois,
8 on January 17, 2017, at 9:01 a.m.

9 My name is Christine Nikolich. I'm the
10 videographer with U.S. Legal Support located at
11 200 West Jackson Chicago, Illinois.

12 Video and audio will be taking place
13 unless all counsel have agreed to go off the
14 record.

15 Would all present please identify
16 themselves beginning with the witness.

17 THE WITNESS: Megan Vanna.

18 MR. SHULTZ: Miles Shultz for the EEOC.

19 MR. MULAIRE: Justin Mulaire for the EEOC.

20 MR. TRUSEVICH: Andy Trusevich for
21 Rent-A-Center.

22 MR. MORRIS: Jason Morris for Rent-A-Center.

23 MR. SPALDING: Brad Spalding for
24 Rent-A-Center.

Megan Vanna
January 17, 2017

5

1 THE VIDEOGRAPHER: The certified court
2 reporter is Cheryl Sandeck. Please swear in
3 the witness.

4 THE COURT REPORTER: Please raise your right
5 hand.

6 (Witness administered an oath.)

7 MEGAN VANNA,
8 having been first administered an oath, was
9 examined and testified as follows:

10 EXAMINATION

11 BY MR. TRUSEVICH:

12 Q. Good morning, Ms. Vanna. How are you?

13 A. I'm good.

14 Q. My name is Andy Trusevich and I
15 represent Rent-A-Center in the action brought by
16 the EEOC. Do you understand that?

17 A. Yes.

18 Q. And you and I have never met before or
19 talked before, have we?

20 A. Correct.

21 Q. And I don't believe you have talked or
22 met with Mr. Spalding before either?

23 A. No, sir.

24 Q. And have you ever given a deposition

Megan Vanna
January 17, 2017

18

1 Carnahan discussed it and then he terminated me.

2 Q. Okay. And what was -- when he said --
3 I couldn't -- whatever your words were, he
4 couldn't stand what happened on Sunday, so that
5 would have been what day?

6 A. Sunday.

7 Q. Right. But what's the date on that?

8 A. Oh, the 13th.

9 Q. Of?

10 A. September -- or August. Sorry.

11 Q. And what year?

12 A. 2013.

13 Q. 2013?

14 A. '14. 2014.

15 Q. All right. So according to you, on
16 August 13th, 2014, what happened that Sunday?

17 A. I had completed a previous obligation
18 to move merchandise from one location to another
19 location for a customer.

20 Q. Okay. And who was that customer?

21 A. Amber Shumate.

22 Q. Do you know how to spell that?

23 A. S-H-U-M-A-T-E.

24 Q. And are you and Amber friends?

Megan Vanna
January 17, 2017

19

1 A. Yes.

2 Q. Okay. And she was -- according to you,
3 was she a customer of Rent-A-Center?

4 A. Yes.

5 Q. Okay. And what did she purchase from
6 Rent-A-Center?

7 A. An bedroom group and a living room
8 group.

9 Q. Okay. And when did she purchase that
10 bedroom and living room set from Rent-A-Center?

11 A. I do not know the specific date.

12 Q. Okay. Were you there when she came in
13 to purchase it?

14 A. No.

15 Q. Do you know if she paid cash or used a
16 credit card?

17 A. I do not, no.

18 Q. Are you aware that Rent-A-Center has
19 absolutely no history of that transaction
20 occurring?

21 A. No.

22 Q. Okay. So you don't have any proof to
23 sort of say that Amber ever purchased anything
24 from Rent-A-Center, do you?

Megan Vanna
January 17, 2017

20

1 A. I don't have any physical receipts to
2 prove this, no.

3 Q. Okay. Did she ever show you a physical
4 receipt that she purchased something from
5 Rent-A-Center?

6 A. Not that I remember.

7 Q. And how were -- how do you know Amber?

8 A. As a friend.

9 Q. But how did you first meet her?

10 A. Through another individual.

11 Q. Cash Weideman?

12 A. Yes.

13 Q. Who you were dating at the time?

14 A. Well, his name is Russell.

15 Q. Okay. He goes by "Cash," correct?

16 A. If you say so.

17 Q. You've never heard that term?

18 A. I've heard it.

19 Q. So Russ Weideman or Russell Weideman?

20 A. Yes.

21 Q. All right. So you were dating him for
22 about five months, correct?

23 A. On and off.

24 Q. On and off. And the way you met Amber

Megan Vanna
January 17, 2017

22

1 Q. And so how is it that you had to
2 deliver it on a Sunday? Tell me what the
3 circumstances are there.

4 A. It was, again, a previous agreement
5 between Rent-A-Center and Amber, and so I
6 volunteered for -- to make it happen.

7 Q. Okay. When you say it was a previous
8 commitment between Amber and Rent-A-Center, who
9 made that commitment?

10 A. Originally, it was Russell Kasper.

11 Q. So Russ Kasper told Amber that we will
12 deliver it on a Sunday or deliver it whenever
13 you're ready; is that right?

14 A. Correct.

15 Q. So then she called -- well, did she
16 call Russ Kasper and say, "Hey, I'm ready for
17 it" to be delivered?

18 A. Again, I'm not aware of the entire
19 transaction that enacted between all that.

20 Q. Oh, and I get you. What I'm asking you
21 is just what your memory is.

22 So how did -- who came and told you
23 "Hey, Amber needs this furniture delivered from
24 Point A to Point B --" well, strike that.

Megan Vanna
January 17, 2017

23

1 Was the delivery from the store to a
2 house or to an apartment or to a mobile home?

3 Where did -- where did it go?

4 A. On that Sunday?

5 Q. Uh-huh.

6 A. It was from a storage facility to
7 Amber's house.

8 Q. Okay. And what storage facility, do
9 you recall?

10 A. I do not recall.

11 Q. But it was a mini storage?

12 A. Yes.

13 Q. And you recall that -- you know, you
14 did the delivery, right?

15 A. Yes.

16 Q. So was it a, you know, multi mini
17 storage unit, was it a single-level mini
18 storage. Do you recall?

19 A. It was a very small storage facility,
20 single tier.

21 Q. One of those where you pull the door up
22 and down and you have a padlock on it and you
23 pay monthly, something like that?

24 A. Yes.

Megan Vanna
January 17, 2017

24

1 Q. All right. Does that accurately
2 describe it?

3 A. It does.

4 Q. All right. And what city was the mini
5 storage unit in?

6 A. Rantoul.

7 Q. Okay. And -- but you don't recall the
8 name of it?

9 A. No, I do not.

10 Q. Do you recall the location of it?

11 A. Vaguely.

12 Q. How far from the store was -- is that
13 mini storage unit facility where the furniture
14 was that you delivered on that Sunday in August,
15 according to you, August 2014?

16 A. Maybe a mile.

17 Q. All right. And what -- where did you
18 deliver it from the mini storage unit to -- to
19 where?

20 A. To Amber's house.

21 Q. Okay. And where is her house at?

22 A. It's a rural address.

23 Q. But what city?

24 A. It's not part of any city.

Megan Vanna
January 17, 2017

25

1 Q. How far from Rantoul?

2 A. Maybe 20 miles.

3 Q. Okay. It was a living room set and a
4 bedroom set?

5 A. Yes.

6 Q. So what did the living room consist of?

7 A. It was a sectional, five-piece.

8 Q. Any end tables or anything?

9 A. No.

10 Q. And what did the bedroom set consist
11 of?

12 A. It was a bedroom frame and that was it,
13 headboard, side rails, footboard.

14 Q. And did she -- do you know how she
15 purchased it, whether it was rent to own? Do
16 you have any idea?

17 A. It was a cash purchase.

18 Q. Cash. And you worked at Rent-A-Center
19 for how many years?

20 A. Many. Nine. Nine years.

21 Q. Nine years. In those nine years, have
22 you ever done a cash purchase?

23 A. Yes.

24 Q. Is there always a receipt with a cash

Megan Vanna
January 17, 2017

27

1 used her husband's credit card. So I will
2 represent that to you. So maybe the EEOC is
3 wrong. But assuming the EEOC is right, which I
4 think they are, any idea why you would have no
5 credit card transaction if that actually
6 happened?

7 A. Okay. No.

8 Q. So you took it from this mini storage
9 facility. And then why was it in a mini storage
10 facility to begin with if she bought it -- well,
11 strike that.

12 When did Amber Shumate purchase this
13 furniture and put it in the mini storage
14 facility in Rantoul, Illinois?

15 A. I do not know.

16 Q. But, obviously, it was sometime when
17 Russ Kasper was the store manager, right,
18 because he is the one that you said made the
19 agreement -- commitment to her to move it later
20 from the mini storage to her house, correct?

21 A. Correct.

22 Q. All right. So you don't know when she
23 purchased it. But according to your
24 understanding, it would have to be when Russ

Megan Vanna
January 17, 2017

28

1 Kasper was the store manager, correct?

2 A. Correct.

3 Q. And do you know why it sat in mini
4 storage?

5 A. There was issues with our backroom. It
6 was an extremely small backroom. And so we
7 needed to move it to a facility.

8 Someone had contacted her and made
9 arrangements to take it there.

10 Q. Who made -- who made arrangements?

11 A. I do not know.

12 Q. So you don't know who did the original
13 delivery to the mini storage, correct?

14 A. Correct.

15 Q. That wasn't you, though?

16 A. No.

17 Q. You have no knowledge about it?

18 A. Well, I knew that her merchandise was
19 moved.

20 Q. From the store, Rent-A-Center --

21 A. From the store.

22 Q. Let me finish.

23 A. Oh, i'm sorry.

24 Q. From the Rent-A -- no, no, you're doing

Megan Vanna
January 17, 2017

30

1 the time?

2 A. It wasn't Mr. Kasper. It was
3 Mr. Weideman.

4 Q. Russell Weideman?

5 A. Yes.

6 Q. He called you?

7 A. He called me.

8 Q. All right. But it was -- just so we
9 are clear, since there is two Russells, Russell
10 Kasper and Russell Weideman -- is it Weideman or
11 Weiderman?

12 A. I have no idea.

13 Q. All right. But either way, let's just
14 say it's Russell Weideman and -- and I believe
15 that's it. I will show you on one of your
16 documents in a minute. I believe it's Weideman.

17 If it's -- just so we are clear, it was
18 Russ Kasper who made the commitment to Amber
19 Shumate, according to you, that they would
20 redeliver it from the mini storage to the home
21 when she's ready, correct?

22 A. Correct.

23 Q. But then when -- the way you found out
24 about that it needed to be moved is Russ

Megan Vanna
January 17, 2017

31

1 Weideman contacted you, correct?

2 A. Correct.

3 Q. And was he your boyfriend at the time
4 he contacted you?

5 A. No.

6 Q. All right. And so what did he tell
7 you?

8 A. That they needed the merchandise moved
9 from storage to Amber's new address and that he
10 had made arrangements with Mr. Kasper.

11 Q. That he had made arrangements with
12 Kasper or that Amber Shumate had made
13 arrangements?

14 A. That they. I do not know specifically
15 what -- who made the arrangements.

16 Q. Did Russell ever tell you that he had
17 made this agreement with Ms. Shumate that when
18 you are ready to have it moved from mini storage
19 to your home, we will make sure we move it?

20 A. We didn't talk about work.

21 Q. Russ Kasper your store manager?

22 A. Oh, Russell Kasper.

23 Q. Sorry, my fault. Did Russell Kasper
24 ever tell you during the time he was your store

Megan Vanna
January 17, 2017

32

1 manager, "Hey, by the way, I made this
2 commitment to Amber Shumate"? Did he ever tell
3 you that as your employer -- as his employee?

4 A. Not in those specific words, no.

5 Q. Well, tell me the words that he did
6 use.

7 A. I do not remember his specific words.

8 Q. Did he ever tell you anything about
9 making a commitment to Amber Shumate?

10 A. Yes.

11 Q. Let me finish. Delivering furniture
12 from the mini storage unit in Rantoul, Illinois,
13 to her home when she's ready?

14 A. Okay. I do not specifically remember
15 his words.

16 Q. Okay. But did he ever tell you
17 anything about it?

18 A. Yes.

19 Q. So you knew about it?

20 A. Yes.

21 Q. Tell me what you recall.

22 A. We reviewed the situation as far as her
23 purchase and her need given her situation and
24 that, you know, we would help her out as her

Megan Vanna
January 17, 2017

33

1 situation needed.

2 Q. And that was -- he was telling you that
3 while he was your store manager?

4 A. Yes.

5 Q. All right. And as your -- since he was
6 your store manager, you would do it because he
7 was your store manager telling you "We need to
8 do this," correct?

9 A. Correct.

10 Q. All right. And so then when did Cash
11 Weideman -- I mean, excuse me, Russell Weideman,
12 when did Russell Weideman contact you and say,
13 "Hey, Amber is ready for that move from the mini
14 storage facility to her home"?

15 A. I do not remember the specific date.

16 Q. And -- but would it have been
17 sometime -- was it like a month before that
18 weekend?

19 A. It was --

20 Q. Couple days before that weekend?

21 A. It was within a week before that
22 weekend.

23 Q. All right. So once you -- did he call
24 you on your cell phone or did he call you at

Megan Vanna
January 17, 2017

34

1 work?

2 A. He called me at work.

3 Q. All right. And once you take that call
4 at work, do you say anything to anybody?

5 A. Yes.

6 Q. Okay. And who did you tell?

7 A. I talked to Elena.

8 Q. All right. And what did you tell
9 Elena?

10 A. I do not remember the specific words.

11 Q. Well, but any -- whatever you recall.
12 It doesn't -- in general what did you tell her?

13 A. Oh, that we needed to get this done.

14 Q. That Cash Weideman -- that Russell
15 Weideman had called and said, "Hey, Russ Kasper
16 made this agreement with Amber Shumate when she
17 purchased the furniture while Russ was a store
18 manager; and since he made the commitment, we
19 need to go ahead and follow it," something like
20 that?

21 A. Probably in way less detail, but yes.

22 Q. All right. And did you tell her that
23 it was going to be on a Sunday?

24 A. Yes.

Megan Vanna
January 17, 2017

35

1 Q. And did you tell anyone else?

2 A. There was nobody else there to tell at
3 the time.

4 Q. All right. And what did Elena tell
5 you?

6 A. I'm sure she confirmed it. I'm sure
7 she said, "Okay."

8 Q. Okay. And then so tell me about that
9 Sunday. You go to the store and get the truck?

10 A. Yes.

11 Q. All right. And then what happened?

12 A. I followed Mr. Weideman to the
13 facility.

14 Q. The mini storage unit?

15 A. Mini storage.

16 Q. Okay.

17 A. Loaded up the truck, delivered the
18 merchandise, and came back.

19 Q. And who helped you load and unload?

20 A. There were several people.

21 Q. Okay. Can you name any of them?

22 A. Not by name. I don't remember their
23 names.

24 Q. Anybody that's there, you don't

Megan Vanna
January 17, 2017

36

1 remember anybody?

2 A. No.

3 Q. All right. How many people were --
4 were there?

5 A. Four or five at the storage facility
6 and then there were many at the residence.

7 Q. How many at the residence?

8 A. Again, I didn't stop to count them all.

9 Q. More than 20 or less than 20?

10 A. Less than.

11 Q. More than 10, less than 10?

12 A. More than.

13 Q. So between 10 and 20 people at the
14 house?

15 A. Yes.

16 Q. All right. And you don't know any of
17 them?

18 A. Not off -- well, again, I don't recall
19 their names.

20 Q. Uh-huh. But anybody, whether that --
21 the people that were at the storage facility or
22 at the house, you don't recall a single person
23 today, correct?

24 A. Correct.

Megan Vanna
January 17, 2017

37

1 Q. Now, that's a good question. Why is it
2 necessary -- was it necessary to make the
3 delivery on a Sunday versus a day that
4 Rent-A-Center is typically open, which is Monday
5 through Saturday, correct?

6 A. Correct.

7 Q. So why did they need it delivered on a
8 Sunday when the store is closed?

9 A. Schedule inclusion, with the community
10 organization that Russell Weideman works with,
11 with Amber's husband's schedule, with Amber's
12 schedule, it worked out best for them to do it
13 that day.

14 Q. And when you say "an organization that
15 Russell Weideman works with," what -- who was
16 that?

17 A. The masons.

18 Q. Okay. What do the masons have to do
19 with this?

20 A. They were the ones helping Amber with
21 the move, with purchasing the furniture, from
22 what I understand.

23 Q. You mean the -- that the masons
24 sponsored, so to speak, that this was a

Megan Vanna
January 17, 2017

38

1 community project for the masons?

2 A. A community project, I don't know if it
3 was for the masons or just one of their
4 projects.

5 Q. One of their charitable events?

6 A. I believe so.

7 Q. Do you believe -- are you just guessing
8 or did someone tell you that?

9 A. No one -- again, it's not anything that
10 I discussed at length with anybody.

11 Q. But did anyone tell you that, you know
12 what, the masons -- this would be the masons in
13 Rantoul?

14 A. Yes.

15 Q. The masons in Rantoul are going to do a
16 project and help Amber Shumate. And is it your
17 understanding that they purchased the furniture
18 for her?

19 A. Yes.

20 Q. Okay. And who told you that the masons
21 in Rantoul, Illinois, purchased furniture for
22 Amber Shumate, a living room set and a bedroom
23 set? Who told you that?

24 A. Nobody told me.

Megan Vanna
January 17, 2017

48

1 A. Yes.

2 Q. When did he give you permission?

3 A. The Saturday prior.

4 Q. So you told Elena a week before --

5 A. Uh-huh.

6 Q. -- when Russell Weideman called you,
7 right?

8 A. Correct.

9 Q. And then when did you tell Jason
10 Morris?

11 A. It was on the schedule. And Mr. Morris
12 was made aware the Monday prior and reminded on
13 Wednesday and then again on Friday.

14 Q. So on Friday did you talk to him about
15 that?

16 A. In very short term, yes.

17 Q. And what did you talk to him on Friday
18 about?

19 A. Making the delivery.

20 Q. And what did Mr. Morris say?

21 A. At that point it was an okay.

22 Q. Okay. And you let him know that "I'm
23 going to make this delivery on a Sunday" and he
24 said, "Okay."

Megan Vanna
January 17, 2017

49

1 A. Correct.

2 Q. And did you let him know it's because
3 Russell Kasper, the previous store manager, had
4 made this commitment?

5 A. Correct.

6 Q. And -- and so tell me about -- you go
7 up on Sunday. Do you have the keys already?

8 A. On Sunday?

9 Q. Yes.

10 A. Yes.

11 Q. Okay. So when did you get the keys?

12 A. Saturday night.

13 Q. All right. And -- and how did you get
14 the keys?

15 A. I got them from Jason Morris.

16 Q. All right. So he handed you the keys?

17 A. Yes.

18 Q. Did actually he hand them to you or
19 toss them to you?

20 A. He handed them to me.

21 Q. Okay. And you are as positive about
22 that, that Jason Morris handed you the keys on
23 Sunday to do -- I mean on Saturday to do a
24 delivery on Sunday as you are about Calvin Davis

Megan Vanna
January 17, 2017

50

1 doing deliveries on a Sunday, correct?

2 A. Absolutely.

3 Q. About you doing a delivery for Case HI
4 in 2015 for a tractor show on Sunday, correct?

5 A. Correct.

6 Q. For an air show in the summer of 2013
7 on a Sunday, correct?

8 A. Correct.

9 Q. All right. And so how long did the
10 delivery take on that Sunday, according to you,
11 in August of 2014?

12 A. At what point?

13 Q. From start to finish.

14 A. From start to finish?

15 Q. Uh-huh.

16 A. About four hours.

17 Q. So you spent four hours with people and
18 you don't remember other than Russell Weideman,
19 that's the only name you recall today?

20 A. Correct.

21 Q. By the way, do you remember the address
22 for Amber?

23 A. It's a rural route.

24 Q. And according to you, your

Megan Vanna
January 17, 2017

55

1 A. Correct.

2 Q. And if the Masonic lodges in Paxton and
3 Rantoul can't name a single member that was
4 supposedly out at this alleged move, according
5 to you, in August of 2014, can you explain that?

6 A. Again, I'm not aware of what the masons
7 say or do. So, yeah, as far as an explanation
8 as to why they can't, no.

9 Q. But you're telling this court under
10 oath that there were at least 10 to 20 masons
11 from either the Paxton lodge or the Rantoul
12 lodge doing a move for Amber Shumate as a
13 community service in August of 2014, according
14 to you, correct, for about four hours?

15 MR. SHULTZ: Objection. Mischaracterizes
16 testimony.

17 MR. TRUSEVICH: Again, that's an improper
18 objection. Quit coaching the witness. If you
19 have an objection, object to form.

20 BY MR. TRUSEVICH:

21 Q. Do you -- is that what you're saying?

22 A. No.

23 Q. Okay. Then what are you -- how many
24 masons were out there that day?

Megan Vanna
January 17, 2017

56

1 A. I do not know.

2 Q. More than ten, less than ten?

3 A. I do not know.

4 Q. Do you know if any of them were even
5 masons?

6 A. I do not know.

7 Q. Did any of them tell you "We are
8 masons"?

9 A. Other than knowing that Russell
10 Weideman was a mason, then no.

11 Q. Did Russell Weideman ever say, "This is
12 Miles Shultz, he is a mason. This is Justin
13 Mulaire, he is a mason." Did he ever introduce
14 anybody as a mason?

15 A. No.

16 Q. So as you are sitting here today on
17 January 17, 2017, you have no personal knowledge
18 if there was a single mason out at that move
19 other than Russell Weideman; isn't that correct?

20 A. Correct.

21 Q. In fact, it could turn out that there
22 were no masons other than Russell Weideman,
23 couldn't it?

24 A. It is a possibility.

Megan Vanna
January 17, 2017

57

1 Q. Amber Shumate never told you that there
2 were any masons there, correct?

3 A. No.

4 Q. So if it turns out that the only mason
5 that's there that was there in -- according to
6 you August of 2014, then this community event
7 that you are saying that you volunteered for
8 would have been Russell Weideman helping out
9 Amber Shumate who he considers a daughter,
10 correct?

11 A. Possibly.

12 Q. And you have no personal knowledge that
13 the masons did any more than that? You have no
14 personal knowledge that they put any money for
15 her furniture, correct?

16 A. Correct.

17 Q. You have no personal knowledge whether
18 any masons were even there on that Sunday in
19 2014, correct?

20 A. Correct.

21 Q. You have no personal knowledge whether
22 they helped her find a residence, do you?

23 A. Correct.

24 Q. You have no personal knowledge whether

Megan Vanna
January 17, 2017

59

1 Q. All right. And what did he say?

2 A. That he and Jason Carnahan had
3 discussed it and that it was not acceptable.

4 Q. Megan, you must have been shocked.

5 A. I was.

6 Q. I mean, here this store manager on
7 Saturday night hands you the keys telling you
8 it's okay to do a delivery on a Sunday, which
9 you volunteer for, you don't even get paid for
10 it, did you? Right?

11 A. Correct.

12 Q. And, in fact, were you wearing a
13 Rent-A-Center logo shirt?

14 A. Absolutely.

15 Q. So you put on a Rent-A-Center logo
16 shirt to go do a delivery that -- it was a RAC
17 customer, right?

18 A. Yes.

19 Q. And so you are doing a delivery for a
20 RAC customer, you put on a RAC shirt, you go in
21 on your day off on a Sunday when the store is
22 closed, you do a move, you are not even paid for
23 it, right?

24 A. Correct.

Megan Vanna
January 17, 2017

423

1 STATE OF ILLINOIS)
2 COUNTY OF COOK) SS:

3
4 I, CHERYL L. SANDECKI, a Certified
5 Shorthand Reporter within and for the State of
6 Illinois, do hereby certify that heretofore,
7 to-wit, on January 17, 2017, personally appeared
8 before me, at 321 North Clark Street, Chicago,
9 Illinois, MEGAN VANNA, in a cause now pending and
10 undetermined in the United States District Court,
11 wherein U.S. EQUAL EMPLOYMENT OPPORTUNITY
12 COMMISSION is the Plaintiff, and RENT-A-CENTER
13 EAST, INC., is the Defendant.

14 I further certify that the said
15 MEGAN VANNA was first administered an oath to
16 testify the truth, the whole truth and nothing but
17 the truth in the cause aforesaid; that the
18 testimony then given by said witness was reported
19 stenographically by me in the presence of the said
20 witness, and afterwards reduced to typewriting by
21 Computer-Aided Transcription, and the foregoing is
22 a true and correct transcript of the testimony so
23 given by said witness as aforesaid.

24 I further certify that the signature to the

Megan Vanna
January 17, 2017

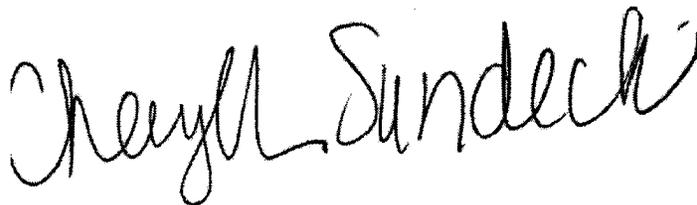
424

1 foregoing deposition was reserved by counsel for
2 the respective parties and that there were present
3 at the deposition the attorneys hereinbefore
4 mentioned.

5 I further certify that I am not counsel for
6 nor in any way related to the parties to this
7 suit, nor am I in any way interested in the
8 outcome thereof.

9 IN TESTIMONY WHEREOF: I certify to the
10 above facts this 26th day of January, 2017.

11
12
13
14
15
16
17
18
19
20
21
22
23
24



CHERYL L. SANDECKI, CSR, RPR
LICENSE NO.: 084-03710

EXHIBIT 4



Bureau of
Unemployment Insurance

Lisa Madigan
Attorney General
State of Illinois
Chicago

33 South State Street-Suite 992
Chicago, Illinois 60603
Telephone: 312-793-9210

April 26, 2017

J. Bradley Spalding
Littler Mendelson, P.C.
1301 McKinney Street, Suite 1900
Houston, TX 77010

RE: ***EEOC v. Rent-A-Center East, Inc.***
U. S. Dist. Ct. C. D. IL 16 cv 02222
Subpoena for IDES Records of: Megan Kerr

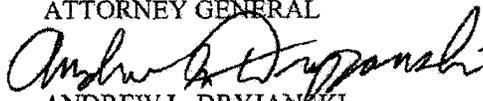
Dear Mr. Spalding:

This letter will serve as a response to the March 21, 2017 subpoena served on the Illinois Department of Employment Security ("IDES").

Pursuant to the court's April 25, 2017 order, IDES is producing the Fifty-Five (55) pages of responsive IDES records related to Megan Kerr/Vanna. Also enclosed is a completed Direct Questions to be Propounded to Custodian of Records. With this submission, IDES is in compliance with the subpoena and will consider this matter closed.

Should you have any questions, please contact me.

Very truly yours,
LISA MADIGAN
STATE OF ILLINOIS
ATTORNEY GENERAL


ANDREW L. DRYJANSKI
Assistant Attorney General
andrew.dryjanski@illinois.gov

received
4/27/17

IN THE UNITED STATES DISTRICT COURT
FOR THE Central DISTRICT OF ILLINOIS
Urbana DIVISION

U.S. Equal Employment Opportunity Commission

vs.

Rent-A-Center East, Inc.

§
§
§
§
§
§
§

Civil Action No. 2:16-CV-02222

DIRECT QUESTIONS TO BE PROFOUNDED TO
CUSTODIAN OF RECORDS FOR:

ILLINOIS DEPARTMENT OF EMPLOYMENT SECURITY (Any & All)

1. Please state your full name, address, telephone number, occupation and official title.
ANSWER Andrew L. Dryjanski, AAG 33. S. STATE ST. Chicago, IL 60603
2. I am the custodian for the Illinois Department of Employment Security
(Please insert facility or practitioner name.)
3. Have you received a subpoena duces tecum for the production of those documents listed in question number four?
ANSWER Yes.
4. Are you among those who have possession, custody, control of, or access to any and all files and records (including any audio or visual testimony) maintained by the Department of Employment Security regarding a claim for unemployment insurance filed by Megan Kerr against Rent-A-Center East, Inc. on or around August 3, 2014. IDES Docket No. 4082494; Claimant ID: SSN Redacted?
ANSWER Yes.
5. Were the aforementioned records made in the regular course of business of your employer?
ANSWER Yes.
6. Was it in the regular course of business of the above listed for a person with knowledge of the act, event, condition, opinion, or diagnosis recorded to make the record or to transmit information thereof to be included in such record?
ANSWER Yes.
7. State whether these records were made at the time or shortly after the time of the transactions recorded?
ANSWER They were made at the time and shortly after the transactions.
8. Were these records kept as described in the preceding questions?
ANSWER Yes.
9. Does the source of the information, and the method and circumstance of its preparation, establish the trustworthiness of the records?
ANSWER Yes.
10. Please release exact duplicates of the records as requested in the subpoena duces tecum or the originals thereof for photocopying for attachment to this deposition. Have you done as requested? If not, why not?
ANSWER Yes.
11. Are there any records, documents, papers, correspondence or tangible matters of any kind pertaining to Megan Kerr that you have not provided to the notary public taking your deposition?
ANSWER No.
12. Please describe all papers, documents, records, correspondence, or tangible matters of any kind that you have not provided to the notary public taking your deposition and explain why you have not provided them.
ANSWER N/A

- 13. Are you aware that it may be necessary to subpoena you or your employer to court at the time of the trial of this case, if you have not provided to the notary public taking your deposition all papers, documents, records, correspondence, or tangible matters of any kind pertaining to Megan Kerr?

ANSWER yes

Andrew L. Drzyzowski
 WITNESS (Custodian of Records)

Before me, the undersigned authority, on this day personally appeared Andrew L. Drzyzowski, custodian of records for the above listed, known to me to be the person whose name is subscribed to the foregoing instrument in the capacity therein stated, who being first duly sworn, stated upon his/her oath that the answers to the foregoing questions are true and correct. I further certify that the records attached hereto are exact duplicates of the original records.

SWORN TO AND SUBSCRIBED before me this 26th day of April, 2017.

Emi Matsushita
 NOTARY PUBLIC
 EMI MATSUSHITA
 OFFICIAL SEAL
 Notary Public - State of Illinois
 My Commission Expires
 February 08, 2018

Adjudication: Summary

Claimant Information

Name:	megan L. varna	Claimant ID:	5530786	Hide Detail	
SSN:	Redacted	Date of Birth:	Redacted	BYB:	08/09/2015
Address:	11810 S KOMENSKY AVE APT 303 ALSIP, IL 60803 USA	Primary Telephone:	(708) 800-5341	LEP:	English
Local Office:	14 - Harvey Office				
Last Week Certified:	08/22/2015	Last Week Paid:	02/07/2015	Payment Method:	No Payment Method
Date of Claim:	03/13/2016	Claim Status:	Filed	Last Day Worked:	08/14/2014
LEU:	Redacted	BCE:	4082494	WBA:	\$ 260.00
	RENT-A-CENTER EAST INC / RENT-A-CENTER EAST INC		RENT-A- CENTER EAST INC / RENT-A- CENTER EAST INC	MBA Balance:	\$ 6,760.00
				Dep Allow:	\$ 0.00

Employer Information

Account Number:	Redacted	FEIN:	Redacted	T/R:	Taxable	Hide Detail
Employer Name:	RENT-A-CENTER EAST INC	DBA:	RENT-A-CENTER EAST INC	Telephone:	(800) 275-2696	
Main Address:	5601 HEADQUARTERS DR PLANO, TX 75024-5837	Region:	Chicago Region	Plant Coded:	Yes	
		POA/Rep:	Yes	Relationships:	Yes	
Notice of Claim Receipt/Response Method:		Effective Date:				
SIDES E-Mail Address:		Effective Date:				

Current Issue Information

Issue Detection Date:	08/04/2014	Section Of The Law:	602A	Source Of Issue:	Claim Application
Protest Received:	Yes	Timely:	Yes	Status:	Completed
Protesting Employer:	RENT-A-CENTER EAST INC / RENT- A-CENTER EAST INC	Protest Date:	08/15/2014		

Employment Information

Rate Of Pay:	13.20 Per Hour
Length of Employment:	
From:	05/01/2005
To:	07/21/2014
Hours of Employment:	
From:	08:00 AM
To:	08:00 PM

Printable Adjudication Summary

Page 2 of 6

Employer Name:	RENT-A-CENTER EAST INC
UI Account Number:	Redacted
Phone Number:	(217) 550-8648
What were the claimant's job duties?	Manager

Issue Confirmation

Should this interview continue under a different section of the law?	No
If yes, what is the correct issue?	
Should this interview stop because it is a non-issue?	No
Waiver: The claimant waives the right to seven day notice of interview on this issue and understands that the information provided will be used to determine eligibility for benefits.	Not Applicable

Language

Will the interview be conducted in English?	Yes
If no, in what language will the interview be conducted?	
If Other, please specify:	
Translator:	

Contacts

Contact Name:	Megan Kerr
Phone Number:	217-550-8648
Ext:	
Contact Date:	08/18/2014
Time:	10:47 AM
Result:	Made Contact
Action Taken:	Interview Held
Tickler Date:	
For:	
If Other, please explain:	
Key identifiers verified:	By Telephone
If other, explain	
If not verified, explain	

Claimant Guided Interview**Misconduct**

What was the date that you were discharged?	07/21/2014
Who discharged you?	Jason Morris

What is that person's title?	Store Manager
How did you find out that you were discharged?	In Person
What reason were you given for the discharge?	I was told I wasn't authorized to use a vehicle.
Describe the last act, omission, or circumstance which led to the discharge.	We donated time to certain charities. In the past I had asked to use a vehicle. The Sunday before that Sunday, I used the (company) vehicle. On Monday he told me I wasn't authorized to use the vehicle. I had been using it every other month and I had been there 10 years.
Explain why the act(s), failure to act, or the circumstances occurred. Explain any circumstances that were not within your control.	He was a newer manager. It was the company box truck. I was moving homeless people from the shelter into a home. The organization was at a church and we worked for GOODWILL too. This particular Manager doesn't spend time or anything to charitable events. I asked for permission beforehand. The Saturday previous, he gave me authorization then on Monday he let me go.
Was there a company policy or rule?	Unknown
What was the policy/rule or expected conduct/performance? (i.e. what should you have done?)	I had been asking for permission to use the vehicle all along.
Had you received any prior warning about this type or similar conduct?	No
Warnings	
Final Questions	
Were you aware that you could be discharged for not complying?	No
Describe (if any) other explicit instructions given to you by the employer for the same or similar act, omissions, or circumstances:	None
Describe what (if anything) you did to prevent the violation/circumstance that led to the discharge:	Q: Were there some personal issues between you and the new Manager? A: Yes there was some personal issues. From the time he came in, I was demoted. They gave me a small work load, efforts to make me quit.
Describe, if you are aware, what effect the action, omission, or circumstance had on the employer (e.g. physical damage to property, loss of profits, etc.):	It didn't affect them negatively. It was a positive way to promote the company within the community.

Initial Screening

Is an employer interview required? Yes

Issue Confirmation

Should this interview continue under a different section of the law? No

If yes, what is the correct issue?

Should this interview stop because it is a non-issue? No

Contacts

Contact Name:	Unknown
Employer Name:	Rent-A-Center, Inc.
Title:	c/o Barnett & Associates
Phone Number:	516-877-2860
Ext:	
Contact Date:	08/18/2014
Time:	11:01 AM

Printable Adjudication Summary

Page 4 of 6

Result: Left Message
 Action Taken: Left a message with a request for a call back within 48 hours (8/20/14).
 Tickler Date:
 For:
 If Other, please explain:

Contacts

Contact Name: Unknown
 Employer Name: Rent-A-Center, Inc.
 Title: c/o Barnett & Associates
 Phone Number: 516-877-2860
 Ext:
 Contact Date: 08/21/2014
 Time: 04:09 PM
 Result: Final - Information Not Provided
 Action Taken: No response from the employer
 Tickler Date:
 For:
 If Other, please explain:

Employer Guided Interview**Misconduct****Warnings****Final Questions****Sources**

Source: Claimant Questionnaire
 If Other, explain:
 Contact Name: Megan Kerr
 Title:
 Phone Number: 217-550-8648
 Ext:
 Contact Date: 08/21/2014
 Time: 04:12 PM
 Comments: The claimant's questionnaire indicates that she was discharged because of "Using a company vehicle with (out) authorization..."
 Source: Protest
 If Other, explain:
 Contact Name: John Campbell @ Barnett Associates, Inc.
 Title: Account Manager
 Phone Number: 516-750-7077

Ext:

Contact Date: 08/21/2014

Time: 04:14 PM

Comments: Protest received in a timely manner; it indicates "Unauthorized use of company vehicle."

Source: Other

If Other, explain: Attachments

Contact Name:

Title:

Phone Number:

Ext:

Contact Date: 08/21/2014

Time: 04:14 PM

Comments: Attached to the employer's protest are the company policies.

Other Sources**Information From Other Sources**

Is information from other sources required? Yes

Claimant Rebuttal**Rebuttal Screening**

Is an claimant rebuttal required? No

Employer Rebuttal**Rebuttal Screening**

Is an employer rebuttal required? No

Determination**Issue Statement**

Issue Statement: Was the claimant discharged for misconduct connected with the work?

Evidentiary Fact

Evidentiary Fact: The evidence shows the claimant was discharged from RENT-A-CENTER EAST INC./ RENT-A-CENTER EAST INC because (Reason).

Detailed Facts

Reason: of a company-owned vehicle policy violation. The claimant had used the company vehicle for personal use, however, she previously used the company-owned vehicle many times for the same purpose (i.e. charitable event), for more than a year with the consent of her immediate supervisor.

Statement of Reasoning

Statement of Reasoning: Since the claimant's action, which resulted in her discharge did not harm the employer or other employees.

Determination Statement

Determination Statement: the claimant is not ineligible for benefits from (From) in regard to this issue.

Decision Information

Determination: Allow
Determination Date: 08/21/2014
From: 08/03/2014
To: 12/31/9999
Determination Mailed Date (Claimant): 08/22/2014
Determination Mailed Date (Employer): 08/22/2014
Party Status: Yes
Workload Credit: Yes



kerr

Misconduct Questionnaire

You indicated that you were discharged. Under Section 602A of the Illinois Unemployment Insurance Act, an individual who is discharged because of misconduct connected with his/her work, is ineligible for unemployment benefits. Please provide information about your separation from RENT-A-CENTER EAST INC. The information you provide will be used for the purpose of determining your eligibility for benefits.

You will receive a notice by mail with the date and time an interview will be held regarding your separation. At the time of the interview you may provide more detailed information.

Section A: Employment Information		
Employer Name RENT-A-CENTER EAST INC		Employer Telephone Number
Length of Employment From: 05/01/2005 To: 07/21/2014	Work Hours From: 8:00 AM To: 8:00 PM	Wages \$13.20 Per Hour
Type of Work (e.g. retail sales, cook, office manager, etc) manager	Job Duties manages acc,sales,collections,employees	
Section B: Reason For Discharge		
What was the date you were discharged?	07/21/2014	
Who discharged you?	jason morris	
What is that person's title?	store manager	
What reason were you given for the discharge?	using a company vehicle with authorization	
Describe the last act, omission, or circumstance that led to your discharge on that date.	Used a company vehicle on Sunday; With managers permission and given keys on Saturday to assist with a charity event. Reported to work on Monday. I was told I did not have permission and was let go.	
Was there a company policy or rule concerning the last act/circumstance that caused your discharge? What was the policy/rule or expected conduct/performance?	Yes company vehicles are not Authorized for use during none business hours. (however exceptions have been made in past)	
Had you received any prior warnings about this type or similar conduct? If Yes, what type of warning did you receive, by whom and when?	No	
Name	Date 01/01/1980	
Type Verbal		
Were you aware that you could be discharged for not complying with the rule or policy?	No	
Describe, if you are aware, what effect the action, omission, or circumstance had on the employer (e.g. physical damage to property, loss of profits, etc.) No negative circumstances arose because of my action. In fact my action brought Rent-Center in to a more positive lite with the community.		
Section C: Electronic Signature		
Name : megan L. kerr		Date: 08/04/2014
Telephone Number: (217) 550-8648		

vanna

Misconduct Questionnaire

You indicated that you were discharged. Under Section 602A of the Illinois Unemployment Insurance Act, an individual who is discharged because of misconduct connected with his/her work, is ineligible for unemployment benefits. Please provide information about your separation from RENT-A-CENTER EAST INC. The information you provide will be used for the purpose of determining your eligibility for benefits.

You will receive a notice by mail with the date and time an interview will be held regarding your separation. At the time of the interview you may provide more detailed information.

Section A: Employment Information		
Employer Name RENT-A-CENTER EAST INC		Employer Telephone Number
Length of Employment From: 09/05/2005 To: 08/14/2014	Work Hours From: 8:00 AM To: 5:00 PM	Wages \$750.00 Per Week
Type of Work (e.g. retail sales, cook, office manager, etc) management	Job Duties sales credit collections office management	
Section B: Reason For Discharge		
What was the date you were discharged?	08/14/2014	
Who discharged you?	jason moonrise	
What is that person's title?	store manager	
What reason were you given for the discharge?	used company vehicle for personal business	
Describe the last act, omission, or circumstance that led to your discharge on that date.	worked at a volunteer event scheduled by store manager came back to work to be fired	
Was there a company policy or rule concerning the last act/circumstance that caused your discharge?	No	
What was the policy/rule or expected conduct/performance?	verbal counole	
Had you received any prior warnings about this type or similar conduct?	No	
<i>If Yes, what type of warning did you receive, by whom and when?</i>		
Name n/a	Date 01/01/0001	
Type Verbal		
Were you aware that you could be discharged for not complying with the rule or policy?	No	
Describe, if you are aware, what effect the action, omission, or circumstance had on the employer (e.g. physical damage to property, loss of profits, etc.)		
none. store gained sales accounts.		
Section C: Electronic Signature		
Name: megan L. vanna		Date: 03/15/2016
Telephone Number: (708) 800-5341		

EXHIBIT 5

IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS
URBANA DIVISION

EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)
)
Plaintiff,)
)
vs.)
)
RENT-A-CENTER EAST, INC.,)
)
Defendant.)

No. 16-cv-2222

DEPOSITION
OF
AMBER SHUMATE

The Rule 30(b)(6) Deposition of AMBER SHUMATE, taken in the above-entitled cause, before Lisa Hahn Peterman, CSR, RMR, on the 20th day of April, 2017, at the United States Courthouse, 201 South Vine Street, Urbana, Illinois, pursuant to Notice at the hour of 12:58 p.m.

Reported by: Lisa Hahn Peterman, CSR, RMR

License No. 084-002149

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

APPEARANCES:

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
33 Whitehall Street, Floor 5
New York, New York 10004
212-336-3744
BY: JUSTIN MULAIRE, ESQ.
Representing the Plaintiff.

RENT-A-CENTER, INC.
5501 Headquarters Drive
Plano, Texas 75024
972-801-1465
Andy.Trusevich@Rentacenter.com
BY: ANDREW M. TRUSEVICH, ESQ.
Senior Vice President, Assistant General
Counsel, Representing the Defendant.

* * * * *

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

I N D E X

WITNESS	EXAMINATION
AMBER SHUMATE	
Direct Examination by Mr. Mulaire	4
Cross Examination by Mr. Trusevich	25

E X H I B I T S

EXHIBIT NAME	DESCRIPTION	PAGE
SHUMATE DEPOSITION EXHIBITS		
Exhibit 1	Complaint	47
Exhibit 2	Handwritten Statement	72

1 AMBER SHUMATE, produced, sworn and examined
2 on behalf of the Plaintiff, testified and deposed as
3 follows:

4 DIRECT EXAMINATION

5 BY MR. MULAIRE:

6 Q. Good afternoon. Could you state your name
7 for the record and spell it slowly?

8 A. **Amber Wilkerson Shumate.**

9 Q. And how do you spell your last name?

10 A. **Wilkerson is W-I-L-K-E-R-S-O-N. It's my**
11 **maiden name. Shumate is S-H-U-M-A-T-E.**

12 Q. Thank you. So we met off the record, but
13 for the record, I'm Justin Mulaire. I'm an attorney
14 representing the plaintiff in the lawsuit that we're
15 here about today, the United States Equal Employment
16 Opportunity Commission.

17 I'm going to be asking you some questions,
18 and then once I'm done, the attorney sitting to your
19 right, who represents the defendant in the matter,
20 Rent-A-Center, will have the opportunity to ask you
21 some questions as well.

22 First, let me mention a couple of ground
23 rules that will make today work more smoothly.

24 First of all, you took an oath just a moment

1 take things down if people are speaking at the same
2 time. Does that make sense?

3 **A. Yes, sir.**

4 Q. Okay. When -- in 2014, did you ever
5 purchase any merchandise from Rent-A-Center?

6 **A. Yes, sir.**

7 Q. And what store did you buy the merchandise
8 from?

9 **A. Rantoul office.**

10 Q. And that's Rantoul, Illinois?

11 **A. Yes, sir.**

12 Q. And do you remember even approximately when
13 during that year you made that purchase?

14 **A. It was between February and April.**

15 Q. Okay. And what did you purchase?

16 **A. A bed frame and a couch.**

17 Q. Okay. Anything else?

18 **A. No.**

19 Q. And how did you pay for those items?

20 **A. My partner at the time used his debit card.**

21 Q. And was your partner at the time the man
22 who's now your husband?

23 **A. Yes, sir.**

24 Q. And then was the furniture then delivered

1 somewhere?

2 **A. Yes, sir.**

3 Q. Where was it delivered?

4 **A. To Rankin, Illinois.**

5 Q. And is that where you were living at the
6 time?

7 **A. Yes, sir.**

8 Q. And was it delivered at around the time that
9 you purchased it?

10 **A. Yes, sir.**

11 Q. And was it your mother-in-law's house you
12 were living in in Rankin, Illinois, at that time?

13 **A. Yes, sir.**

14 Q. And when the Rent-A-Center merchandise was
15 delivered to your mother-in-law's house, were you
16 personally present at the time that it was delivered?

17 **A. Not when it was brought. At the end, I
18 showed up.**

19 Q. Okay. And how long did the furniture that
20 you bought stay at your mother-in-law's house?

21 **A. From the time it arrived until July.**

22 Q. Of 2014?

23 **A. Correct.**

24 Q. And what happened in July of 2014?

1 A. We moved to Royal.

2 Q. Okay. And we is you and your then partner?

3 A. Yes.

4 Q. And was the furniture that you bought from
5 Rent-A-Center then moved to your new home in Royal?

6 A. Yes, sir.

7 Q. And who did that?

8 A. Megan.

9 Q. Are you referring to Megan Kerr?

10 A. Yes, sir.

11 Q. And how did that come about?

12 A. When we were purchasing the furniture, I had
13 explained that we were moving in a few months and we
14 were trying to decide when we would buy the furniture.
15 She said that it was a possibility to be able to move
16 the furniture when we moved, as long as it was just
17 the Rent-A-Center furniture.

18 Q. She, meaning Ms. Kerr?

19 A. Ms. Kerr, sorry.

20 Q. And was -- are you familiar with a person
21 named Russell Wiedemann?

22 A. Yes, sir.

23 Q. Was that someone you were friends with at
24 that time?

1 **A. Yes, sir.**

2 Q. And how would you describe your relationship
3 to Mr. Wiedemann at that time?

4 **A. He was like a father to me.**

5 Q. Okay. And is that the case now?

6 **A. No, sir.**

7 Q. And what changed?

8 **A. He went into a relationship and we just kind**
9 **of parted ways.**

10 Q. Okay. Was he involved in organizing any
11 part of your move from your mother-in-law's house to
12 your new home --

13 **A. Yes, sir.**

14 Q. -- in Royal in July 2014?

15 **A. Yes, sir.**

16 Q. And do you know whether -- well, at the
17 time, was there -- you were pregnant at the time of
18 that move?

19 **A. Yes, sir.**

20 Q. And so did that have any impact on how much
21 you helped actually move things yourself?

22 **A. Yes, sir.**

23 Q. And what?

24 **A. I was on bedrest.**

1 Q. Okay. Thank you. And so you weren't
2 yourself involved in moving any of the furniture in
3 July?

4 A. No, sir.

5 Q. Okay. Did -- you've mentioned July 2014.
6 Do you recall -- well, first of all, did Ms. Kerr or
7 someone from Rent-A-Center deliver the merchandise
8 that you had purchased to your new home in Royal,
9 Illinois?

10 A. Yes, sir.

11 Q. Do you remember what day of the week that
12 was?

13 A. It was a Sunday.

14 Q. Do you happen to remember the exact date in
15 July 2014?

16 A. It was the 14th or 15th, around there.

17 Q. Okay. Is it fair to say you're not exactly
18 sure?

19 MR. TRUSEVICH: Objection, form.

20 BY MR. MULAIRE:

21 Q. You can still answer.

22 A. Yes, sir.

23 Q. Okay. And my apologies. One other thing I
24 should have mentioned at the beginning, when one of

1 the attorneys asks a question, the other is within his
2 rights to make an objection for the record. Since,
3 obviously, there's no judge here to rule on an
4 objection, though, if you're able to, you should still
5 go ahead and give your answer after the objection has
6 been stated. Does that make sense?

7 A. Yes, sir.

8 Q. Who from Rent-A-Center delivered the
9 merchandise that Sunday?

10 A. Megan Kerr.

11 Q. And did you see that yourself?

12 A. Yes, sir.

13 Q. And what vehicle did she arrive in?

14 A. Rent-A-Center truck.

15 Q. And can you describe the truck briefly?

16 A. No, sir.

17 Q. Did it have any logos or words on the side?

18 A. I can't remember, sir.

19 Q. Okay. Do you remember whether the truck
20 said Rent-A-Center or RAC?

21 A. The truck was mostly white and there was a
22 logo on it, but I don't remember exactly what it said.

23 Q. Okay.

24 A. She was in uniform.

1 Q. She, meaning Ms. Kerr?

2 A. Yes, sir.

3 Q. Was it a Rent-A-Center uniform?

4 A. Yes, sir.

5 Q. And by that, do you mean like a
6 Rent-A-Center polo shirt?

7 A. Yes, sir.

8 Q. And even if you don't remember exactly what
9 lettering was on the truck, do you remember
10 recognizing it at the time as a Rent-A-Center truck?

11 A. Yes, sir.

12 Q. Did Ms. Kerr assist that day with moving any
13 non Rent-A-Center belongings of yours?

14 A. No, sir.

15 Q. Do you remember approximately what time of
16 day on that Sunday she arrived to make the delivery or
17 not?

18 A. Around noon, sir.

19 Q. And were there various other individuals, in
20 addition to Mr. Wiedemann, who assisted with your move
21 that day?

22 A. Yes, sir.

23 Q. And were those individuals that
24 Mr. Wiedemann had recruited?

1 **A. Mr. Wiedemann was a Mason, and it was his**
2 **Mason Lodge that helped.**

3 Q. Okay. And is that your understanding -- or
4 how -- why do you believe that?

5 **A. Because I recognized the people.**

6 Q. Okay.

7 **A. I was close with Mr. Wiedemann and his**
8 **friends.**

9 Q. Okay. And now you're aware that the EEOC
10 has filed a lawsuit against Rent-A-Center in
11 connection with Ms. Kerr's termination from that
12 company?

13 **A. Yes, sir.**

14 Q. And do you yourself have any personal or
15 financial stake in the outcome of that lawsuit?

16 **A. No, sir.**

17 Q. Are you related to Ms. Kerr in any way?

18 **A. No, sir.**

19 Q. Was there a time several months ago when you
20 were visited by a man at home in connection with this
21 case?

22 **A. Yes, sir.**

23 Q. Could you describe that for us?

24 **A. He was an older gentleman, gray hair, facial**

1 hair, heavier set, and he scared the crap out of me.

2 Q. First of all, do you remember
3 approximately -- do you remember what month this was?

4 A. No, sir.

5 Q. Was it in the winter or the fall?

6 A. It was dark at the time that he came, and it
7 was about 4:30, 5:00 o'clock, so I'd say winter.

8 Q. And this was at your home in Royal?

9 A. Yes, sir.

10 Q. And could you just walk us through what
11 happened? Did he knock on the door? When did you
12 first notice him?

13 A. I was cooking dinner for the kids. I have
14 four children, and we saw someone pull into the
15 driveway, me and my husband, and my husband went
16 straight out because we could not see the vehicle, we
17 could only see lights. He introduced himself to my
18 husband and I stepped out. My husband told me who he
19 was. My husband was on his way to a fire meeting --
20 he's a volunteer fireman. I asked the gentleman to
21 come back at another day or another time, and he
22 requested we either go in the vehicle to sit and talk
23 or go in the house and sit and talk.

24 Q. And what did you say in response?

1 **A. He made it seem like there was no option. I**
2 **asked twice; I gave in. We went into the kitchen. I**
3 **kept him away from my children.**

4 Q. And when you say that he -- first of all,
5 did he identify himself to you or just to your
6 husband?

7 **A. I don't remember.**

8 Q. Okay. And when you say identify, he gave
9 you his name?

10 **A. His name and said it had to do with the**
11 **Rent-A-Center situation.**

12 Q. Okay. Did he say which party in the lawsuit
13 he was affiliated with or working for?

14 **A. I believe Rent-A-Center.**

15 Q. Okay. Did he say that, though?

16 **A. I can't remember, sir.**

17 Q. Okay. Do you recall his name, sitting here
18 today?

19 **A. No, sir.**

20 Q. Okay. What did he say to you or ask you
21 about?

22 **A. He asked if I had bought the furniture, if I**
23 **knew Megan, but he kept referring to Megan as Jason,**
24 **and I don't know Megan as Jason. I corrected him**

1 multiple times. He kind of huffed at me each time I
2 corrected him. He just kept asking questions about
3 it, how I knew her, if I communicated with her, if I'm
4 friends with her now, if she's the one who moved it.

5 Q. Okay. And did you say anything to him that
6 day that was inconsistent with what you've testified
7 to today?

8 A. I can't remember. He had me really, really,
9 upset when he came. By the time he left, I was in
10 tears.

11 Q. What about this meeting upset you?

12 A. He was very domineering. He was very pushy.
13 I'd give him the only answer I had and he would
14 rephrase the question. He would push to get more, and
15 I didn't have any more to give him.

16 Q. Okay.

17 A. He demanded I look up the other people in
18 front of him with my phone to try and find the names,
19 and I didn't know most of them people anymore.

20 Q. Did he indicate at any time that it was up
21 to you whether or not you wanted to speak with him?

22 A. No.

23 Q. Did he give you any impression in that
24 regard as to whether or not you had to speak with him

1 that day?

2 A. He told me I needed to get ahold of him with
3 those names.

4 Q. Okay. And did you?

5 A. No.

6 Q. Is there anything else, beyond what you've
7 said so far, about the meeting with that individual
8 that you found objectionable?

9 A. He kept saying "he" and "Jason." Again, I
10 don't know Megan as either of that.

11 Q. Okay. You found that objectionable?

12 A. Yes.

13 Q. Okay. And you indicated that you corrected
14 him each time he did that?

15 A. Yes, sir.

16 Q. And I think a moment ago, you said he huffed
17 in response. For the record, can you explain what you
18 mean by that?

19 MR. TRUSEVICH: Objection, form.

20 THE WITNESS: I would correct him and he'd
21 give this little chuckle of he-he, yeah, and then he'd
22 move forward.

23 BY MR. MULAIRE:

24 Q. Okay. What was your impression of what this

1 individual was trying to do in the meeting with you
2 that day?

3 A. I don't know.

4 Q. Did you think he was trying to influence you
5 in any way or whether you participated in the lawsuit?

6 MR. TRUSEVICH: Objection, form.

7 THE WITNESS: He continued to try to change
8 the question even though I had already given him the
9 answer.

10 BY MR. MULHAIRE:

11 Q. When you say he changed the question, did he
12 try to change your answers?

13 A. I believe so. To continue to ask a question
14 that's already been answered is seeking another
15 answer.

16 Q. Okay. And how would you characterize his
17 demeanor? Was he polite, rude, something else?

18 A. Aggressive.

19 Q. Anything else?

20 A. There really wasn't polite about it.

21 Q. Okay. At some point did you ask him to
22 leave or to end the conversation?

23 A. Yes, sir.

24 Q. And did he leave?

1 **A. No.**

2 Q. At some point, this meeting ended, I take
3 it?

4 **A. Yes, sir.**

5 Q. When did it or how did it end?

6 **A. Me already in tears and not being able to**
7 **answer anymore questions.**

8 Q. All right. And did that, for any period of
9 time, affect your willingness to participate in these
10 proceedings in this lawsuit?

11 **A. Yes, sir.**

12 Q. How so?

13 **A. I didn't want to do it. I didn't want to**
14 **continue being treated that way.**

15 Q. Okay. And you're here today because I
16 informed you that you were being subpoenaed, is that
17 correct?

18 **A. Yes, sir.**

19 Q. So is it fair to say that you're here
20 because you believe you have to be?

21 **A. Yes, sir.**

22 Q. And, in fact, you received the subpoena in
23 connection with this deposition.

24 **A. In my pocket.**

1 Q. All right. Has Megan Kerr ever asked you to
2 testify in any way that's untrue in connection with
3 this case?

4 A. No, sir.

5 Q. Has she ever attempted to influence your
6 testimony in this case in any way?

7 A. No, sir.

8 Q. Do you -- have you been able to access any
9 records of your purchase with the -- did you say debit
10 card, credit card?

11 A. Debit card. I'm requesting them. I'm
12 waiting for them.

13 Q. And you're willing to provide those to me
14 when they become available?

15 A. Yes, sir.

16 Q. Is there a particular company or bank whose
17 credit card that was? Was it MasterCard, Chase,
18 something like that?

19 A. MainSource.

20 Q. MainSource?

21 A. Uh-huh.

22 Q. Okay.

23 A. Ours is stationed out of Hoopston,
24 Illinois.

1 Q. And what's the town?

2 A. **Hoopeston, H-O-O-P-E-S-T-O-N.**

3 Q. Okay. Let me just look through my notes. I
4 might be done.

5 Did you know Ms. Kerr back in 2014 from
6 outside of your purchase at Rent-A-Center?

7 A. **I had met her twice before the purchase for
8 about five minutes each time.**

9 Q. And did you meet her through anyone in
10 particular, or how did that come about?

11 A. **Her and Russell Wiedemann had a
12 relationship.**

13 Q. At that time?

14 A. **Yes, sir.**

15 Q. And is it your understanding that that ended
16 at some point?

17 A. **Yes, sir.**

18 Q. And so back in 2014, would you characterize
19 yourself as -- or how would you characterize your
20 relationship with Ms. Kerr: Friends, acquaintances,
21 something else?

22 A. **At the time of purchase, acquaintances.**

23 Q. Okay. Did you ever speak with anybody else
24 at Rent-A-Center in connection with that purchase?

1 name today?

2 A. I don't remember the name, sir.

3 Q. And Cash is the one who got some of his
4 friends to come and help move, correct?

5 A. Yes, sir.

6 Q. By the way, the Masons didn't pay for your
7 furniture, did they?

8 A. No, sir.

9 Q. The Masons didn't go with you to get the
10 furniture, did they?

11 A. No, sir.

12 Q. You've never told anybody that, correct?

13 A. No, sir. Russell Wiedemann set up his
14 Masonic brothers. It was to help someone in the city,
15 in the town. They do community service on a regular
16 basis and I was a person in need. I was pregnant, I
17 was on bedrest, and I couldn't do the move myself.
18 They brought their own vehicles. We loaded my stuff
19 out of their vehicles. I apologize. They loaded
20 their stuff onto the vehicles and they moved my stuff
21 for me.

22 Q. Are you done with your answer?

23 A. Yes, sir.

24 MR. TRUSEVICH: I object to your answer as

1 being nonresponsive.

2 BY MR. TRUSEVICH:

3 Q. My question simply was, they didn't purchase
4 the furniture for you, did they?

5 A. No, sir.

6 Q. They didn't go with you to get the
7 furniture, did they?

8 A. No, sir.

9 Q. And the way you're saying you were in need
10 is you were living in your mother-in-law's house,
11 correct?

12 A. Yes, sir.

13 Q. You weren't homeless, right?

14 A. No, sir.

15 Q. Your husband was working, correct?

16 A. Yes, sir.

17 Q. In fact, not only was he working, he was
18 also a volunteer fireman, right?

19 A. He was not at the time, sir.

20 Q. Okay. But he is now.

21 A. Yes, sir.

22 Q. Please thank him for his service on that.
23 So you weren't homeless, right?

24 A. Right.

1 Q. You weren't dislocated, correct?

2 A. **Yes, sir.**

3 MR. MULAIRE: Object to form.

4 BY MR. TRUSEVICH:

5 Q. You had a roof over your head, right?

6 A. **Yes, sir.**

7 Q. And so can you name me a single family in
8 your -- by the way, how long were you in that
9 community in Rankin?

10 A. **I signed a lease November 1st of 2011.**

11 Q. Okay. So you were there for at least three
12 years.

13 A. **Yes, sir.**

14 Q. And by the way, what Masonic hall were these
15 people from?

16 MR. MULAIRE: Object to foundation.

17 BY MR. TRUSEVICH:

18 Q. Paxton?

19 A. **Paxton, sir.**

20 Q. Okay. Name me a single family that you're
21 aware of that the Masons do community service by
22 moving them.

23 A. **They have many times.**

24 Q. Okay. Can you name one?

1 **A. I don't know the families that they've**
2 **helped move. Mr. Wiedemann said, We help people. I**
3 **will see if this is something that qualifies.**

4 **Q. By the way, when's the last time you spoke**
5 **to Cash Wiedemann?**

6 **A. March.**

7 **Q. Of this year?**

8 **A. No, I apologize. About a month ago.**

9 **Q. Okay. So you still have his number then,**
10 **correct?**

11 **A. Yes, sir.**

12 **Q. What is his phone number?**

13 **A. I don't know it by heart, sir.**

14 **Q. But you have it in your phone?**

15 **A. Yes, sir.**

16 **Q. And is your phone out in your car?**

17 **A. Yes, sir.**

18 **Q. All right, then. Do you mind if during one**
19 **of our breaks, you get your phone and give us that**
20 **number?**

21 **A. Yes, sir.**

22 **Q. Okay. Thank you. And what did you all talk**
23 **about a month ago?**

24 **A. My phones were in his name and we were**

1 **switching out of his name.**

2 Q. Other than your husband, Cash Wiedemann, and
3 Megan, are you able to recall anyone else who was
4 there?

5 **A. By name, no, sir.**

6 Q. How many people were there?

7 **A. Seven, eight.**

8 Q. But it wasn't some large crowd, like 10 or
9 20 people.

10 **A. No, sir.**

11 MR. MULAIRE: Objection, form.

12 BY MR. TRUSEVICH:

13 Q. And it went from -- according to you, your
14 story, it goes from the Rantoul Rent-A-Center, either
15 in February or March timeframe 2014, correct, to your
16 mother-in-law's home; correct?

17 **A. Yes, sir.**

18 Q. Then it went from your mother-in-law's home
19 to your new home, and where was your new home?

20 **A. Royal, sir.**

21 Q. And that would have been in July, correct?

22 **A. Yes, sir.**

23 Q. Did the furniture go anywhere between your
24 mother-in-law's house and the home in Royal?

1 A. It went from my mother-in-law's house to
2 Royal.

3 Q. Anywhere in between?

4 A. No, sir.

5 Q. You didn't put it in a mini storage area?

6 A. No, sir.

7 Q. Okay. Can you explain for the ladies and
8 gentlemen of the jury why would Megan Kerr testify
9 under oath just like you are today that in July you
10 and her and 10 to 20 people went to a mini storage
11 unit with bricks and mini storage sheds and a lock and
12 picked up your furniture and moved you. Can you
13 explain that at all, Ms. Shumate?

14 A. No, sir.

15 MR. MULAIRE: Objection; form, foundation,
16 mischaracterizes testimony.

17 THE WITNESS: I'm not Megan Kerr. I can
18 only tell my story.

19 MR. MULAIRE: My objection is that it
20 mischaracterizes testimony, and form and foundation.

21 BY MR. TRUSEVICH:

22 Q. And as you're sitting here today, you know
23 that it didn't -- it wasn't picked up at some mini
24 storage unit, correct?

1 Q. Did Russ Kasper ever promise you that we can
2 move it to a mini storage, but then when you're ready
3 to move it, call us and we will move it for you?

4 A. If I don't know a Kasper, how am I supposed
5 to know what he would have said?

6 MR. MULAIRE: Object to form.

7 BY MR. TRUSEVICH:

8 Q. What's the answer to my question,
9 Ms. Shumate?

10 A. No. I've never spoken to a Mr. Kasper, sir.

11 Q. Okay. When's the last time you talked to
12 Megan?

13 A. When the PI showed up at my house, sir.

14 Q. Okay. So that's the last time you talked to
15 her?

16 A. She'll send a message occasionally asking
17 how are the kids or how I am.

18 Q. You mean a Facebook message?

19 A. A message.

20 Q. Okay. Well, how? How is she going to send
21 a message? Calling on the phone? Smoke signals?
22 Text messages? Facebook?

23 MR. MULAIRE: Object to form.

24 THE WITNESS: She knows my phone number.

1 pages in it.

2 THE WITNESS: I've never seen this.

3 BY MR. TRUSEVICH:

4 Q. All right. Well, I'll represent to you that
5 this is the lawsuit that the EEOC filed against
6 Rent-A-Center, okay?

7 MR. MULAIRE: Just for the record, do you
8 mind if she takes the blank pages out?

9 MR. TRUSEVICH: No.

10 MR. MULAIRE: No problem. Scrap paper for
11 later.

12 BY MR. TRUSEVICH:

13 Q. Have you ever heard of Russ Kasper prior to
14 me mentioning his name?

15 A. **No, sir.**

16 Q. All right. Megan never mentioned his name?

17 A. **If she did, I don't remember, sir.**

18 Q. Okay. Did Megan ever tell you anything
19 about working at Rent-A-Center?

20 A. **May I have a moment, sir?**

21 Q. Yes, absolutely.

22 MR. TRUSEVICH: Do you want a bottle of
23 water?

24 THE WITNESS: (Witness shakes head in the

1 Q. Yes, I'm correct, or correct, she wasn't
2 dating Cash in July of 2014?

3 A. **July of 2014?**

4 Q. Correct.

5 A. **No. They were not still together.**

6 Q. All right. Was she with Cain at that time?

7 MR. MULAIRE: Object, foundation.

8 THE WITNESS: I don't know, sir.

9 BY MR. TRUSEVICH:

10 Q. And as you sit here today, you don't recall
11 whether he was there, Cain Bannon was there at that
12 move?

13 MR. MULAIRE: Objection, asked and answered.

14 THE WITNESS: I don't know, sir.

15 BY MR. TRUSEVICH:

16 Q. And you can't name a single Mason other than
17 Cash Wiedemann that was there in July, correct?

18 MR. MULAIRE: Objection, asked and answered.

19 THE WITNESS: No, sir. It's been too long.

20 BY MR. TRUSEVICH:

21 Q. Well, let's look at that. Let me finish
22 with Exhibit 1.

23 So if you look at -- I just want to -- we
24 can go through this quick -- but I just want you to

1 **A. Given time I'm sure I could find them, or**
2 **you could ask Mr. Russell Wiedemann who has all of**
3 **their names.**

4 **Q. We plan to, but I'm asking you, do you have**
5 **that information?**

6 **A. Do I remember them right now? No.**

7 **Q. Shumate did not remember if this delivery**
8 **was made by CP on a Saturday or Sunday, correct?**

9 **A. Correct.**

10 **Q. That's what you said today.**

11 **A. Yes, sir.**

12 **Q. This was the only time CP, meaning Megan,**
13 **had delivered furniture to her residence. Do you see**
14 **that?**

15 **A. Yes, sir.**

16 **Q. Megan's not the one who delivered -- you may**
17 **have purchased the furniture from Megan, but Megan**
18 **wasn't the one who delivered it to your house in**
19 **Rankin, was she?**

20 **A. She was there when I got there as it was**
21 **being put together. She was the person putting it**
22 **together at my house.**

23 **Q. In Rankin?**

24 **A. Yes, sir.**

1 REPORTER'S CERTIFICATE

2
3 I, LISA HAHN PETERMAN, Illinois CSR No.
4 084.002149, Certified Shorthand Reporter, certify:

5 That the foregoing proceedings were taken
6 before me at the time and place therein set forth, at
7 which time the witness was put under oath by me;

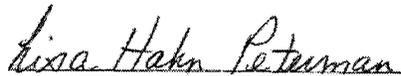
8 That the testimony of the witness, the
9 questions propounded, and all objections and
10 statements made at the time of the examination were
11 recorded stenographically by me and were thereafter
12 transcribed;

13 That the foregoing is a true and correct
14 transcript of my shorthand notes so taken.

15 I further certify that I am not a relative
16 or employee of any attorney of the parties, nor
17 financially interested in the action.

18 I declare under penalty of perjury under the
19 laws of Illinois that the foregoing is true and
20 correct.

21 Dated this 3rd day of May, 2017.

22 

23 Lisa Hahn Peterman
24 Lisa Hahn Peterman
Illinois CSR No. 084.002149

EXHIBIT 6

Store	Receipt Date Time	Receipt #	Receipt Seq	Customer	Sale Amount	Tax	Card Type	Card Brand	Card Last 4	Product	Employee
00319	2/20/2014 13:33	50629289	4534348	WILKERSON, AMY	\$ 325.00	\$ 28.44	D	V	4036	RD Dreamsurfer Brown Queen Bed W/Sound	MEGAN KERR
00319	2/20/2014 13:39	50629290	4534355	WILKERSON, AMY	\$ 509.55	\$ 44.59	D	V	4036	3pc Vista choc sectional w/accent pillow	MEGAN KERR

EXHIBIT 7

IN THE UNITED STATES FEDERAL DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS

U.S. EQUAL EMPLOYMENT)	
OPPORTUNITY COMMISSION,)	
)	
Plaintiff,)	
	)	No. 16-CV-2222
vs.	)	Judge Colin S. Bruce
)	
RENT-A-CENTER EAST, INC.,	)	Magistrate Judge
	)	Eric I. Long
Defendant.)	

VIDEOTAPED DEPOSITION OF RICHARD THOMPSON
TAKEN ON BEHALF OF THE DEFENDANT
ON MAY 22, 2017

REPORTER: LINDA HANAGAN, RPR, IL-CSR No. 084-002846

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

INDEX OF EXAMINATION

	PAGE
Direct Examination By Ms. Quincy	6
Cross Examination By Mr. Shultz	22

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

IN THE UNITED STATES FEDERAL DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS

U.S. EQUAL EMPLOYMENT)
OPPORTUNITY COMMISSION,)
)
Plaintiff,)
	) No. 16-CV-2222
vs.	) Judge Colin S. Bruce
)
RENT-A-CENTER EAST, INC.	) Magistrate Judge
	) Eric I. Long
Defendant.)

IT IS STIPULATED AND AGREED by and between counsel for the Plaintiff and counsel for the Defendant that the videotaped deposition of RICHARD THOMPSON may be taken pursuant to and in accordance with the provisions of the Federal Rules of Civil Procedure; that the deposition is being taken by and on behalf of the defendant on MAY 22, 2017 at the Holiday Inn Express, 946 Broadmeadow Road, Rantoul, Illinois before Linda R. Hanagan, a Certified Shorthand Reporter for the State of Illinois; that issuance of notice, or any defect therein, is waived and that this deposition may be taken with the same force and effect as if all statutory requirements had been fully complied with.

IT IS FURTHER STIPULATED AND AGREED that all objections to any or all parts of this deposition,

1 other than to the form of the question, are hereby
2 reserved and may be raised on the trial of this cause;
3 that the signature of the deponent is not requested,
4 and that the transcript of this deposition may be used
5 for any purpose concerning which the reporter could be
6 called to testify at the time of trial.

7
8
9
10 APPEARANCES

11
12 For the Plaintiff:

13 Mr. Miles Shultz
14 U.S. Equal Employment Opportunity Commission
15 500 W. Madison St.; Suite 2000
16 Chicago, IL 60661
17 miles.shultz@eeoc.gov
18 312-869-8053

19 For the Defendant:

20 Ms. Stephanie J. Quincy
21 Quarles & Brady, LLP
22 One Renaissance Square
23 Two N. Central Ave.
24 Phoenix, AZ 85004-2391
25 602-229-5407
stephanie.quincy@quarles.com

VIDEOPHOTOGRAPHER:

Mr. Randy Wheat

1 VIDEOPHOTOGRAPHER: Here begins the videotaped
2 deposition of Richard Thompson in the matter of U.S.
3 Equal Employment Opportunity Commission, plaintiff and
4 Rent-A-Center East, Incorporated, defendant. Civil
5 action Case Number 16-CV-2222.

6 Today's date is May 22, 2017 and the time
7 on the video monitor is now 3:55 p.m. My name is
8 Randy Wheat, and the court reporter is Linda Hanagan
9 of Thompson Court Reporters. Today's deposition is
10 taking place at Holiday Inn in Rantoul, Illinois, 946
11 Broadmeadow Road, Rantoul, Illinois 61866. That was
12 Holiday Inn Express in Rantoul, Illinois.

13 Will counsel please identify themselves and
14 state whom they represent beginning with the noticing
15 party.

16 MS. QUINCY: Stephanie Quincy of Quarles
17 and Brady representing defendant, Rent-A-Center.

18 MR. SHULTZ: Miles Shultz representing the
19 U.S. Equal Employment Opportunity Commission.

20 VIDEOPHOTOGRAPHER: Please swear in the witness.

21
22 RICHARD THOMPSON,
23 being first duly sworn to tell the truth, the whole
24 truth, and nothing but the truth, deposes and says on
25 behalf of the defendant as follows:

1 Q. And we'll be referring to him as Cash
2 Wiedemann for the rest of this depo --

3 A. Okay. Sure.

4 Q. -- but I just wanted to lay the foundation
5 that that's who it is. Mr. Wiedemann is also a Mason?

6 A. Yes, he is.

7 Q. Do you have a title or an office that you hold
8 in the Masons?

9 A. Yes. I'm currently master of the lodge, and
10 Cash is currently, and still is, secretary. So during
11 the point in time where -- from my understanding when
12 it occurred, he was secretary and is secretary, and
13 I'm master and still master.

14 Q. Okay. And when it was was an event that
15 happened in July of 2014. Is that what you're
16 referring to?

17 A. Yes.

18 Q. At some point in July of 2014 -- I believe the
19 actual date is July 20th, which was a Sunday -- Ms.
20 Wilkerson, or Ms. Shumate, moved. Were you aware of
21 that at the time?

22 A. No.

23 Q. Ms. Shumate says that she was moved by the
24 Masons.

25 MR. SHULTZ: Objection. Foundation.

1 THE WITNESS: What do we do in that
2 circumstance? .

3 Q. (MS. QUINCY CONTINUING) Are you aware of any
4 Masonic projects that involved Amber Shumate?

5 A. No.

6 Q. Let me read from her deposition. That way,
7 hopefully, we won't draw a foundation objection.

8 Mr. Wiedemann is in your Masonic Lodge,
9 correct?

10 A. Yes, correct.

11 Q. And that's the Paxton Masonic Lodge?

12 A. Paxton, yes.

13 Q. Paxton. Ms. Shumate testified in her
14 deposition at page 14 to this passage.

15 Did Mr. -- did Ms. Kerr assist you that day
16 with moving any non-Rent-A-Center belongings of yours?

17 No, sir.

18 Do you remember approximately what time of
19 day on Sunday she arrived to make the delivery or not?

20 Around noon, sir.

21 And were there various other individuals,
22 in addition to Mr. Wiedemann, who assisted with your
23 move that day?

24 Answer: Yes, sir.

25 Question: And those were individuals that

1 Mr. Wiedemann had recruited?

2 Answer: Mr. Wiedemann was a Mason and it
3 was his Mason Lodge that helped.

4 Were you aware of that?

5 A. To my knowledge, no. I have no involvement in
6 that and so I have no understanding of that.

7 Q. Since you have learned that someone is
8 purporting that it was a civic event to move Amber
9 Shumate, have you gone back and done any
10 investigation?

11 A. I actually talked with Brother Cash, and I
12 was a little concerned about this occurrence because
13 what it does is puts Paxton Lodge and Masonry, in
14 general, in a bad light. From my understanding, what
15 little involvement with this, that it seemed like --
16 especially with this going to the circumstance where
17 we're right -- we're here now that we don't get
18 involved with circumstances such as this. You know,
19 it just -- it looks bad for Masonry and looks bad for
20 Paxton Lodge to get involved in any kind of legal
21 issues.

22 Q. If this were an official Masons event in 2014,
23 would you have known about it?

24 A. Yes, I would have.

25 Q. How?

1 Mr. Wiedemann? He was --

2 **A. He's had some circumstances where he's had**
3 **some need and we have helped him on occasion. We**
4 **have.**

5 Q. As a Masonic project?

6 **A. Yes, as a Masonic project.**

7 Q. And how did it come about that the Masons
8 elected to do that as a project? For example, was it
9 discussed at the lodge?

10 **A. Anytime that there's any funds or any work**
11 **that needs to be done, it's discussed openly in lodge**
12 **and it's voted on at lodge.**

13 Q. Ms. Kerr, who the EEOC is representing in this
14 case, says that the Masons actually bought a bunch of
15 furniture for Ms. Shumate. Is that true?

16 **A. That is not.**

17 MR. SHULTZ: Objection. Foundation.

18 MS. QUINCY: What is the objection?

19 MR. SHULTZ: Foundation.

20 MS. QUINCY: I understand. What is the
21 problem?

22 MR. SHULTZ: He has no personal knowledge.

23 MS. QUINCY: Are you --

24 THE WITNESS: I'm just saying it's a
25 fabrication. There's no -- if there would have been a

1 need or we would have -- again, you have to have some
2 kind of connection to the fraternity in an individual
3 case to get a charity donation or something, you know,
4 like assistance.

5 Q. (MS. QUINCY CONTINUING) Would you know if
6 money had been given by the Masons to --

7 A. Yes.

8 Q. -- Amber Shumate? How would you know that?

9 A. Because, again, we would have voted on a case
10 where -- if someone had a definitive need, we would
11 have voted on that, and that was not the case.

12 Q. The case of Amber Shumate was never brought to
13 the Masons as --

14 A. No.

15 Q. -- a charity case?

16 MR. SHULTZ: Objection. Form.

17 MS. QUINCY: What's the objection?

18 MR. SHULTZ: Form.

19 MS. QUINCY: I understand. It's a trial
20 deposition. I'm asking you --

21 MR. SHULTZ: Leading.

22 MS. QUINCY: Okay. Anything else?

23 MR. SHULTZ: No.

24 [Reporter clarification]

25 Q. (MS. QUINCY CONTINUING) If the Masons do give

1 people money, do they just hand them cash?

2 A. No.

3 Q. How do the Masons give individuals money?

4 A. We pay by check. If there's someone that has
5 need or -- you know, here's -- I'll give you a prime
6 example of a scholarship. If there's a student at our
7 local high school that has a need and we can -- very
8 often, we'll do this on an annual basis. We'll have
9 people submit for a scholarship and we'll -- the
10 scholarship committee will vote as a -- and then bring
11 that to the lodge and say we have nominated these
12 individuals for a scholarship. And, in that case,
13 then we will award scholarships based on how much
14 money we have available and what their need is.
15 Normally, we give like a \$500 scholarship per, you
16 know, incident, and it's voted on at the lodge and
17 then it's paid to the institution, not to the
18 individual.

19 Q. Who writes the checks?

20 A. Our treasurer does.

21 Q. Who's the treasurer?

22 A. Our current treasurer is Andy Hudson.

23 Q. Who was the treasurer in 2014?

24 A. Now you're asking me to go back to -- I don't
25 know. I don't recall that at this point but --

1 actually, it would have -- see, we have had some -- we
2 have had some of our members pass on, and our former
3 treasurer, Richard Burner, might have been. I just
4 don't recall at that point.

5 Q. Do you have access to the books?

6 A. Yes.

7 Q. To your knowledge, has there ever been a check
8 written to Amber Shumate or on behalf of Amber
9 Shumate?

10 A. No. To my knowledge, no. And after some
11 initial inquiry by someone, we looked and there wasn't
12 anything in there. Again, we have to be aware of what
13 our expenditures are. We're audited every year.

14 Q. How many members do you have?

15 A. Right now we're sitting at about 200 and some
16 members. Back when I first joined, we had almost 500
17 members, but we have lost a lot through attrition.

18 Q. Ms. Shumate also testified that the Masons
19 move people frequently. To your knowledge, is that
20 correct?

21 A. There may be some Masonic lodges that would
22 move people. On occasion, we have helped a brother in
23 a move if that's required, but we just -- as a general
24 rule, we don't have a moving company. We're not a
25 moving company. You know, we wouldn't do something

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

REPORTER'S CERTIFICATION

The undersigned, Linda R. Hanagan, CSR No. 84-002846, CCR No. 309, DOES HEREBY CERTIFY:

That on May 22, 2017, the witness, RICHARD THOMPSON, appeared before me in Rantoul, Illinois; that, after having first been duly sworn, or affirming, to tell the truth regarding the matters in controversy, the witness was examined by counsel; that I recorded the examination in shorthand and afterwards caused the attached transcript to be prepared.

IN WITNESS WHEREOF, I have subscribed my name on the 31 day of May, 2017.

Linda Hanagan
LINDA R. HANAGAN, CSR, RPR, CCR

EXHIBIT 8

IN THE UNITED STATES FEDERAL DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS

U.S. EQUAL EMPLOYMENT)	
OPPORTUNITY COMMISSION,)	
)	
Plaintiff,)	
	)	No. 16-CV-2222
vs.	)	Judge Colin S. Bruce
)	
RENT-A-CENTER EAST, INC.,	)	Magistrate Judge
	)	Eric I. Long
Defendant.)	

VIDEOTAPED DEPOSITION OF RUSSELL WIEDEMANN
TAKEN ON BEHALF OF THE DEFENDANT
ON MAY 22, 2017

REPORTER: LINDA HANAGAN, RPR, IL-CSR No. 084-002846

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

INDEX OF EXAMINATION

PAGE

Direct Examination By Ms. Quincy	. . . . .	6
Cross Examination By Mr. Shultz	. . . . .	42
Redirect Examination By Ms. Quincy	. . . . .	49

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

IN THE UNITED STATES FEDERAL DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS

U.S. EQUAL EMPLOYMENT)	
OPPORTUNITY COMMISSION,)	
Plaintiff,)	
	)	No. 16-CV-2222
vs.	)	Judge Colin S. Bruce
)	
RENT-A-CENTER EAST, INC.	)	Magistrate Judge
	)	Eric I. Long
Defendant.)	

IT IS STIPULATED AND AGREED by and between counsel for the Plaintiff and counsel for the Defendant that the videotaped deposition of RUSSELL WIEDEMANN may be taken pursuant to and in accordance with the provisions of the Federal Rules of Civil Procedure; that the deposition is being taken by and on behalf of the defendant on MAY 22, 2017 at the Holiday Inn Express, 946 Broadmeadow Road, Rantoul, Illinois before Linda R. Hanagan, a Certified Shorthand Reporter for the State of Illinois; that issuance of notice, or any defect therein, is waived and that this deposition may be taken with the same force and effect as if all statutory requirements had been fully complied with.

IT IS FURTHER STIPULATED AND AGREED that all objections to any or all parts of this deposition,

1 other than to the form of the question, are hereby
2 reserved and may be raised on the trial of this cause;
3 that the signature of the deponent is not waived and
4 that the transcript of this deposition may be used for
5 any purpose concerning which the reporter could be
6 called to testify at the time of trial.

7
8
9
10 APPEARANCES

11
12 For the Plaintiff:

13 Mr. Miles Shultz
14 U.S. Equal Employment Opportunity Commission
15 500 W. Madison St.; Suite 2000
16 Chicago, IL 60661
17 miles.shultz@eoc.gov
18 312-869-8053

19 For the Defendant:

20 Ms. Stephanie J. Quincy
21 Quarles & Brady, LLP
22 One Renaissance Square
23 Two N. Central Ave.
24 Phoenix, AZ 85004-2391
25 602-229-5407
stephanie.quincy@quarles.com

VIDEOPHOTOGRAPHER:
Mr. Randy Wheat

1 VIDEOGRAPHER: Here begins the video
2 deposition of Russell Wiedemann in the matter of
3 U.S. Equal Employment Opportunity Commission,
4 plaintiff versus Rent-A-Center East, Incorporated,
5 defendant.

6 Today's date is May 22nd, 2017, and the
7 time on the video monitor is now 4:30 p.m.

8 My name is Randy Wheat and I am -- and the
9 court reporter is Linda Hanagan of Thompson Court
10 Reporters.

11 Today's deposition is being taken at
12 Holiday Inn Express in Rantoul, Illinois. 946
13 Broadmeadow Road, Rantoul, Illinois 61866.

14 Will counsel please introduce themselves
15 and state whom they represent, beginning with the
16 noticing party.

17 MS. QUINCY: Stephanie Quincy of Quarles &
18 Brady representing defendant Rent-A-Center.

19 MR. SHULTZ: Miles Shultz representing
20 U.S. Equal Employment Opportunity Commission.

21 VIDEOGRAPHER: Will the court reporter
22 please swear the witness.

23

24

25

1 RUSSELL WIEDEMANN,
2 being first duly sworn to tell the truth, the whole
3 truth, and nothing but the truth, deposes and says on
4 behalf of the defendant as follows:

5
6 VIDEOGRAPHER: Please proceed.

7
8 DIRECT EXAMINATION

9 BY MS. QUINCY:

10 Q. Would you please state your full name for the
11 record?

12 A. **Russell Wiedemann.**

13 Q. Do you go by any nicknames?

14 A. **I do. The nickname of Cash.**

15 Q. That's due to your Johnny Cash tattoo?

16 A. **Yes.**

17 Q. Hopefully, we'll be able to walk the line in
18 today's deposition.

19 A. **Ahhh, that was bad.**

20 Q. I had to. If you have any questions or want
21 to take a break at any time, just let us know. We
22 understand about your health condition and we're gonna
23 put a little bit of your health condition on the
24 record, but if at any time you want to stop and take a
25 break, you just need to let us know.

1 Q. Well, you talked to her, didn't you, during
2 that time?

3 A. Well, yes.

4 Q. Was she excited?

5 A. You could say that, I suppose.

6 Q. I don't know --

7 A. I mean I can't, you know, know her exact
8 emotional state. But if you are moving into a new
9 home and you're moving out of somebody else's house
10 into your own, you would be excited.

11 Q. Particularly, if it was your mother-in-law
12 even if you liked her?

13 A. Yes.

14 Q. Did you help with the move?

15 A. Physically, no. I was just there to kind of
16 play goalie and keep the children away from what was
17 going on.

18 Q. So you were the babysitter?

19 A. Yes.

20 Q. Did you stay at the mother-in-law's house or
21 at the new farmhouse?

22 MR. SHULTZ: Objection. Founda -- or form.

23 Q. (MS. QUINCY CONTINUING) Were you there that
24 day?

25 A. Yes.

1 Q. Where did you watch the kids?

2 A. At the new house.

3 Q. So you saw people moving things in --

4 A. Yes.

5 Q. -- setting things up? Who all was there?

6 A. I don't recall. I know Amber and her husband
7 were. Of course, Megan was, I was, and I believe
8 Vanna was.

9 Q. That would be Kane Vanna?

10 A. Yes. I can't remember if there was anyone
11 else.

12 Q. Were there other Masons there?

13 A. No.

14 Q. Are you certain of that?

15 A. Positive. I would recognize them.

16 Q. Ms. Shumate testified that there were other
17 Masons there moving her. Is that true?

18 A. No.

19 MR. SHULTZ: Objection. Foundation.

20 MS. QUINCY: What's the foundational
21 objection?

22 MR. SHULTZ: He doesn't know what
23 Ms. Shumate said.

24 Q. (MS. QUINCY CONTINUING) I told you. Let me
25 just read it. We'll make this easier. Do you want to

1 hear what they all said? Actually, maybe better to do
2 it this way.

3 Question: And were those individuals that
4 Mr. Wiedemann had recruited?

5 Answer: Mr. Wiedemann was a Mason and it
6 was his Mason lodge that helped.

7 Is that true?

8 A. No.

9 Q. Was it a civic project of the Masons to help
10 Amber Shumate?

11 A. No.

12 Q. Did the Masons buy Amber Shumate furniture?

13 A. No. Absolutely not.

14 Q. Did you try to get a bunch of Masons to come
15 over and help her move?

16 A. No.

17 Q. Because she was some kind of a charity case?

18 A. No.

19 MR. SHULTZ: Objection to form.

20 Q. (MS. QUINCY CONTINUING) To your knowledge,
21 was she ever on bedrest?

22 A. I think during her fourth pregnancy, but I
23 don't remember the time frame.

24 Q. And Cash is the one who got some of his
25 friends to come and help move, correct?

1 Answer: Yes, sir.

2 Is that true?

3 A. No.

4 Q. Did you organize the move?

5 A. No.

6 Q. Get all the people to come help?

7 A. No.

8 Q. Have a bunch of people come in their personal
9 vehicles to move Amber Shumate?

10 A. No.

11 MR. SHULTZ: Objection. Form.

12 Q. (MS. QUINCY CONTINUING) You said that Megan
13 Kerr was there, correct?

14 A. Yes.

15 Q. And was she driving a Rent-A-Center truck?

16 A. Yes.

17 Q. What did they load into the Rent-A-Center
18 truck?

19 A. Furniture, boxes. To what degree of how much
20 of the stuff that was moved, I don't know. If there
21 was stuff left behind at the mother-in-law's that
22 could all fit in the truck, I don't know.

23 Q. But they loaded the truck full?

24 MR. SHULTZ: Objection. Form.

25 THE WITNESS: They -- I don't recall -- I

1 mean if you mean full from the front to the back, I
2 don't believe it was that full, but there was a bunch
3 of stuff in there.

4 Q. (MS. QUINCY CONTINUING) Let me ask you a
5 different way. Both Ms. Shumate and Ms. Vanna have
6 testified that Ms. Vanna would only put the
7 Rent-A-Center couch that Ms. Shumate had earlier
8 purchased and a Rent-A-Center bed frame into the
9 Rent-A-Center vehicle. Is that true?

10 MR. SHULTZ: Objection. Foundation.

11 THE WITNESS: I'm sorry. Can you repeat
12 the question?

13 Q. (MS. QUINCY CONTINUING) You bet. It was kind
14 of a bad question. So Amber and Megan say they didn't
15 put any personal items into the truck, that Megan
16 showed up, moved one Rent-A-Center couch, one
17 Rent-A-Center bed frame, and that was it. Is that
18 true?

19 MR. SHULTZ: Objection. Foundation.

20 THE WITNESS: No.

21 Q. (MS. QUINCY CONTINUING) What else did she
22 move?

23 A. Like I said, there were boxes and totes. I
24 can only assume it was personal items. I don't know.

25 Q. Kitchen stuff?

1 MR. SHULTZ: Objection. Form.

2 THE WITNESS: Like I said, I don't know the
3 contents, but there was more than the sofa and the
4 bed.

5 Q. (MS. QUINCY CONTINUING) It would have been
6 silly to have that big truck and not use it to move
7 stuff --

8 MR. SHULTZ: Objection --

9 Q. (MS. QUINCY CONTINUING) -- correct?

10 MR. SHULTZ: -- form and foundation.

11 THE WITNESS: Presumably, yes.

12 Q. (MS. QUINCY CONTINUING) Did you see any other
13 moving vehicles there?

14 A. I don't recall if anybody had loaded up a car
15 or anything else.

16 Q. How about like a big U-Haul?

17 A. No.

18 Q. Because they had beds they moved, right?

19 A. Yes.

20 Q. And a bed isn't gonna fit into a Ford Taurus
21 or whatever they're driving?

22 MR. SHULTZ: Objection. Form.

23 THE WITNESS: No.

24 Q. (MS. QUINCY CONTINUING) So there was no
25 U-Haul, you know. It was in the Rent-A-Center truck?

1 wanted your assistance with?

2 **A. No. I never talked to her after receiving**
3 **that message and, as I said, I didn't respond to the**
4 **message.**

5 Q. Shortly after receiving that Facebook message
6 from Megan, did you get a call from the EEOC?

7 **A. I got a call. I don't remember the time frame**
8 **in between, but I did get a call.**

9 Q. And was the EEOC asking you questions similar
10 to the ones I was asking you today?

11 **A. Yes.**

12 Q. Was there anything that went on at your lodge
13 that you didn't know about?

14 **A. No.**

15 MR. SHULTZ: Objection. Foundation.

16 Q. (MS. QUINCY CONTINUING) Is there any way this
17 could have been an official Masons event and you just
18 didn't know?

19 MR. SHULTZ: Objection. Foundation.

20 THE WITNESS: No.

21 Q. (MS. QUINCY CONTINUING) Are you lying now
22 because you're mad at Megan?

23 **A. Absolutely not. My personal feelings have**
24 **nothing to do with the case.**

25 Q. Megan can't name any Mason who was there.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

REPORTER'S CERTIFICATION

The undersigned, Linda R. Hanagan, CSR No. 84-002846, CCR No. 309, DOES HEREBY CERTIFY:

That on May 22, 2017, the witness, RUSSELL WIEDEMANN, appeared before me in Rantoul, Illinois; that, after having first been duly sworn, or affirming, to tell the truth regarding the matters in controversy, the witness was examined by counsel; that I recorded the examination in shorthand and afterwards caused the attached transcript to be prepared.

The witness' right to review and sign the transcript was expressly not waived.

IN WITNESS WHEREOF, I have subscribed my name on the 31 day of May, 2017.

Linda Hanagan
LINDA R. HANAGAN, CSR, RPR, CCR

**IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS**

**U.S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,**

Plaintiff,

v.

RENT-A-CENTER EAST, INC.,

Defendant.

No. 16-CV-2222

Judge Colin Stirling Bruce

Magistrate Judge Eric I. Long

ORDER

COMES NOW TO BE HEARD, Defendant’s Motion for Summary Judgment. The Court, having read the briefing from each party and considering applicable case law, ORDERS as follows:

IT IS ORDERED that Defendant’s Motion is GRANTED. Plaintiff’s claims are DISMISSED WITH PREJUDICE in their entirety.

IT IS FURTHER ORDERED that Defendant is awarded its attorneys’ fees and costs in the amount of \$_____.

UNITED STATES DISTRICT JUDGE

Signed this _____ day of _____, 2017.