

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

<p>In re: City of Detroit, Michigan, Debtor.</p>
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Bankruptcy Case No. 13-53846
Judge Thomas J. Tucker
Chapter 9

**CITY OF DETROIT’S MOTION FOR THE ENTRY OF AN ORDER
ENFORCING THE BAR DATE ORDER AND CONFIRMATION ORDER
AGAINST RICHARD CADOURA**

The City of Detroit, Michigan (“City”) by its undersigned counsel, Miller, Canfield, Paddock and Stone, PLC, files this *Motion for the Entry of an Order Enforcing the Bar Date Order and Confirmation Order Against Richard Cadoura* (“Motion”). In support of this Motion, the City respectfully states as follows:

I. Introduction

1. On November 5, 2020, Richard Cadoura (“Cadoura”) filed a lawsuit against the City of Detroit seeking monetary damages based on prepetition events. Cadoura’s claims in the lawsuit arose prior to the City’s bankruptcy filing in July of 2013. Consequently, Cadoura’s filing and prosecution of these claims violates the discharge and injunction provisions in the City’s confirmed Plan and the Bar Date Order (each as defined below).

2. The City informed Cadoura of these violations and asked him to consent to the relief requested in this Motion, but to no avail. As a result, the City



is left with no choice but to seek an order barring and permanently enjoining Cadoura from prosecuting the claims asserted in the lawsuit against the City.

II. Factual Background

A. The City's Bankruptcy Case

3. On July 18, 2013 (“Petition Date”), the City filed this chapter 9 case.

4. On October 10, 2013, the City filed its Motion Pursuant to Section 105, 501 and 503 of the Bankruptcy Code and Bankruptcy Rules 2002 and 3003(c), for Entry of an Order Establishing Bar Dates for Filing Proofs of Claim and Approving Form and Manner of Notice Thereof (“Bar Date Motion”) [Doc. No. 1146], which was approved by order of this Court on November 21, 2013 (“Bar Date Order”). [Doc. No. 1782].

5. The Bar Date Order established February 21, 2014, as the deadline for filing claims against the City. Paragraph 6 of the Bar Date Order states that the

following entities must file a proof of claim on or before the Bar Date...any entity: (i) whose prepetition claim against the City is not listed in the List of Claims or is listed as disputed, contingent or unliquidated; and (ii) that desires to share in any distribution in this bankruptcy case and/or otherwise participate in the proceedings in this bankruptcy case associated with the confirmation of any chapter 9 plan of adjustment proposed by the City...

Bar Date Order ¶ 6.

6. Paragraph 22 of the Bar Date Order also provides that:

Pursuant to sections 105(a) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(2), any entity that is required to file a proof of claim in

this case pursuant to the Bankruptcy Code, the Bankruptcy Rules or this Order with respect to a particular claim against the City, but that fails properly to do so by the applicable Bar Date, shall be forever barred, estopped and enjoined from: (a) asserting any claim against the City or property of the City that (i) is in an amount that exceeds the amount, if any, that is identified in the List of Claims on behalf of such entity as undisputed, noncontingent and liquidated or (ii) is of a different nature or a different classification or priority than any Scheduled Claim identified in the List of Claims on behalf of such entity (any such claim under subparagraph (a) of this paragraph being referred to herein as an “Unscheduled Claim”); (b) voting upon, or receiving distributions under any Chapter 9 Plan in this case in respect of an Unscheduled Claim; or (c) with respect to any 503(b)(9) Claim or administrative priority claim component of any Rejection Damages Claim, asserting any such priority claim against the City or property of the City.

7. On October 22, 2014, the City filed its *Eighth Amended Plan for the Adjustment of Debts of the City of Detroit* (“Plan”), which this Court confirmed on November 12, 2014. [Doc. Nos. 8045 & 8272].

8. The discharge provision in the Plan provides:

Except as provided in the Plan or in the Confirmation Order, the rights afforded under the Plan and the treatment of Claims under the Plan will be in exchange for and in complete satisfaction, discharge and release of all Claims arising on or before the Effective Date. Except as provided in the Plan or in the Confirmation Order, Confirmation will, as of the Effective Date, discharge the City from all Claims or other debts that arose on or before the Effective Date, and all debts of the kind specified in section 502(g), 502(h) or 502(i) of the Bankruptcy Code, whether or not (i) proof of Claim based on such debt is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code, (ii) a Claim based on such debt is allowed pursuant to section 502 of the Bankruptcy Code or (ii) the Holder of a Claim based on such debt has accepted the Plan.

Plan, Art. III.D.4, at p.50.

9. Further, the Plan injunction set forth in Article III.D.5 provides in pertinent part:

Injunction

On the Effective Date, except as otherwise provided herein or in the Confirmation Order,

a. all Entities that have been, are or may be holders of Claims against the City...shall be permanently enjoined from taking any of the following actions against or affecting the City or its property...

1. commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind against or affect the City of its property...

5. proceeding in any manner in any place whatsoever that does not conform or comply with the provisions of the Plan or the settlements set forth herein to the extent such settlements have been approved by the Bankruptcy Court in connection with Confirmation of the Plan; and

6. taking any actions to interfere with the implementation or consummation of the Plan.

Plan, Article III.D.5, at pp.50-51 (emphasis added).

10. The Court also retained jurisdiction to enforce the Plan injunction and to resolve any suits that may arise in connection with the consummation, interpretation, or enforcement of the Plan. Plan, Art. VII. F, G, I, at p.72.

B. Cadoura’s Lawsuit Against the City

11. On August 22, 2019, Cadoura filed a charge of discrimination with the Equal Employment Opportunity Commission (“EEOC”). Summary Judgment

Opinion, **Exhibit 6C**, pp. 4-5; Summary Judgment Motion, **Exhibit 6F**, Page ID.334. His charge alleges that he made internal complaints regarding discrimination while previously by employed by the City. *Id.* It further alleges that Cadoura applied for an open position in November 2017, was offered the position, but had the offer rescinded because he is on a “do not rehire” list maintained by the City. *Id.*

12. On November 5, 2020, Cadoura filed a complaint (“Complaint”) against the City in the United States District Court for the Eastern District of Michigan (“District Court”), commencing case number 20-12986 (“Federal Court Lawsuit”). A copy of the Complaint is attached as **Exhibit 6A** and the docket in the Federal Court Lawsuit is attached as **Exhibit 6B**. In the Complaint, Cadoura alleges that the City retaliated against him for filing an employment discrimination lawsuit against the City in 2009 (“2009 Lawsuit”). Complaint ¶¶ 18-19.

13. In the City’s bankruptcy case, Cadoura filed proof of claim 682 for claims asserted in the 2009 Lawsuit. That claim was disallowed and expunged by this Court in the Disallowance Order.¹ The complaint for the 2009 Lawsuit and

¹ On June 8, 2017, the City filed a Motion to disallow and expunge proof of claim 682, among others. [Doc. No. 11901] (“Disallowance Motion”). Proof of Claim 682 is attached as Exhibit 6-1 to the Disallowance Motion. On June 27, 2017, the Court granted the Disallowance Motion, which disallowed and expunged claim 682. [Doc. No. 11930] (“Disallowance Order”).

Proof of Claim 682 were attached as Exhibit 6-1 to the Disallowance Motion. Doc. No. 11901.

14. In the Federal Court Lawsuit, the District Court provided the following factual background of Cadoura's hiring and employment history with the City:

In 1998, the City hired Cadoura as an Emergency Medical Technician ("EMT") and paramedic in the Detroit Fire Department's Emergency Medical Services Division ("EMS"). ECF No. 33-13, PageID.296. Cadoura's "Summary of Conduct" with EMS lists thirteen disciplinary actions that occurred between July 2000 and December 11, 2011, although it appears that two were overturned and three were expunged. ECF No. 33-2, PageID.264. There are no commendations listed. *Id.* On March 1, 2012, Chief Jerald James, then Superintendent of EMS, emailed Sydney Zack, then 2nd Deputy Commissioner, concerning Cadoura's behavior. ECF No. 33-3. In particular, Chief James noted that Cadoura "ha[d] continuously displayed his refusal to comply with standing policies as well as not be receptive to direction from supervisory staff" and that "several supervisors" had contacted James "multiple times" regarding Cadoura's behavior. *Id.* at PageID.265-66. Cadoura had additional disciplinary charges in February 2013. *See* ECF No. 33-4.

...

Cadoura resigned from the EMS on June 3, 2013. ECF No. 33-5. He listed the reason for his resignation as "retirement." *Id.* at PageID.268. On June 10, 2013, Anthony Wade and Chief James completed the supervisor sections of the resignation notice form. *Id.* at PageID.269. They indicated that Cadoura had one written reprimand and one suspension in the prior eighteen months, his attendance and tardiness record needed improvement, and that his work behavior needed improvement. *Id.* at PageID.268-69. They did not recommend Cadoura for reinstatement because he had "pending discipline [and] poor work behavior." *Id.* at PageID.269. Brandi Richmond, Human Resources, concurred with the recommendation to not reinstate Cadoura on September 16, 2013. *Id.* at PageID.270.

Opinion and Order Denying Defendant's Motion for Summary Judgment (ECF No. 33) and Setting New Dates, pp. 2-3 ("Summary Judgment Opinion"), **Exhibit 6C**.

15. The resignation notice form ("Resignation Form") was attached as Exhibit 4 to the City's Motion for Summary Judgment, Page IDs. 268-270. **Exhibit 6F**. It contains a space for a department recommendation on reinstatement, which was checked "No" and signed by Cadoura's supervisors on June 10, 2013. *Id.*

16. Under the signatures, the Resignation Form states:

Reinstatement is governed by Human Resources Rule 15. To be eligible for Reinstatement, the applicant must have at least one year of prior service and resigned in good standing....

Summary Judgment Motion at PageID.269; *see also* Human Resources Rule 15, Reinstatement, **Exhibit 6G**, page 2 of 3.

17. During his deposition, Cadoura stated that he resigned because he was about to get fired due to disciplinary issues:

Q Okay. And when did you leave the City?

A It was June 7th, 2013.

Q And why did you leave?

A I was working, you know, my regular shift with the regular partner that I had and before I made the decision to leave, I was brought before one of the HR personnel with then Chief Gerald James and we had a meeting. Apparently, they had some issue with, they said that I couldn't be clean shaven every day and I told them, you know, that was never an issue before. Why is it becoming an issue now and it became apparent that I didn't want to be discharged because they told me in that meeting that if things didn't change, then I would be subject to a discharge and I didn't want to be discharged from there.

Q And so you resigned?

A That's correct.

Q Prior to your resignation did you have any pending discipline?

A That's correct.

Summary Judgment Motion, Exhibit 12, Page ID.296-97.

18. The District Court also discussed Cadoura's attempt to secure subsequent employment from the City:

Cadoura testified that at some point in 2017, he spoke to Chief Sean Larkins, Superintendent of EMS, at the Fire Department headquarters and indicated that he regretted leaving the City's employ. ECF No. 33-13, PageID.299-300. According to Cadoura, Larkins provided him a reinstatement application form and directed him to speak to Kemia Crosson, an Employee Services Consultant in the City's Human Resources Department. *Id.* at PageID.300; ECF No. 33-16, PageID.337. Cadoura completed the form and gave it to Crosson, but he never heard back. 33-13, PageID.300. Cadoura's recollection seems to be supported by a contemporaneous email from Chief Larkins to Crosson. *See* ECF No. 37-9. On February 24, 2017, Chief Larkins informed Crosson that she would "be receiving an application for rehire from a Richard Cadoura" and asked her to "pull his file and speak to [EMS] prior to making any decisions." *Id.* at PageID.508. Belinda Brown, a recruiter in the City's Human Resources Department, testified that it was not common to pull an applicant's file prior to making a hiring decision. ECF No. 33-18, PageID.347.

...

On January 13, 2018, Brown sent Cadoura a letter stating that he was no longer being considered for selection. ECF No. 33-12. Cadoura testified that Brown explained to him over the phone that the City had reviewed Cadoura's old employee file and discovered he had been discharged and placed on a "Do Not Rehire List." ECF No. 33-13, PageID.300. Cadoura clarified that he had resigned, not been discharged, and that he had never received an exit interview. *Id.* at PageID.301. Brown stated that exit interviews were mandatory so that the employee would know whether he or she was eligible for rehire in

the future. *Id.* Cadoura also pointed out that if he had been discharged, he should have had a show cause hearing. *Id.* At this point, Brown told him that “she thought that she said too much and hung up.” *Id.*

Summary Judgment Opinion, pp. 5-8.

19. In Count I of the Complaint, Cadoura alleges that the City retaliated against him in violation of Title VII of the Civil Rights Act of 1964 and in Count II, Cadoura alleges that retaliation in violation of the Elliott-Larsen Civil Rights Act (“ELCRA”). Complaint ¶¶ 23, 36.

20. The District Court explained the elements of claims under Title VII and ELCRA:

“Title VII prohibits discriminating against an employee because that employee has engaged in conduct protected by Title VII.” *Laster v. City of Kalamazoo*, 746 F.3d 714, 729 (6th Cir. 2014) (citing 42 U.S.C. § 2000e-3(a)). Likewise, “[u]nder [the] ELCRA, an employer is liable if it retaliates against an employee for having engaged in protected activity, e.g., opposing a violation of the act’s antidiscrimination provision.” *White v. Dep’t of Transportation*, 334 Mich. App. 98, 114, 964 N.W.2d 88, 96 (2020) (citation omitted). Retaliation claims pursuant to the ELCRA are analyzed under the same standard as claims pursuant to Title VII. *Rogers v. Henry Ford Health Sys.*, 897 F.3d 763, 775 (6th Cir. 2018).

A Title VII retaliation claim can be established “either by introducing direct evidence of retaliation or by proffering circumstantial evidence that would support an inference of retaliation.” *Laster*, 746 F.3d at 730 (quoting *Imwalle v. Reliance Medical Products, Inc.*, 515 F.3d 531, 538 (6th Cir.2008)). Where the plaintiff relies on circumstantial evidence, the court analyzes the retaliation claim under the burden-shifting framework articulated in *McDonnell Douglas Corp. v. Green*, 411 U.S. 792 (1973), *holding modified by Hazen Paper Co. v. Biggins*, 507 U.S. 604 (1993). *Id.* Under that framework, the plaintiff bears the initial burden of establishing a prima facie case of retaliation. *Id.* If the

plaintiff succeeds, the burden “shifts to the employer to articulate some legitimate, non-discriminatory reason for its actions.” *Dixon v. Gonzales*, 481 F.3d 324, 333 (6th Cir. 2007) (quoting *Morris v. Oldham County Fiscal Court*, 201 F.3d 784, 792 (6th Cir. 2000)). If the defendant succeeds, the “burden shifts back to the plaintiff to demonstrate ‘that the proffered reason was not the true reason for the employment decision.’” *Id.* (quoting *Texas Dep’t of Cmty. Affairs v. Burdine*, 450 U.S. 248, 256 (1981)).

To establish a prima facie case of retaliation under Title VII, a plaintiff

must demonstrate that: “(1) he engaged in activity protected by Title VII; (2) his exercise of such protected activity was known by the defendant; (3) thereafter, the defendant took an action that was ‘materially adverse’ to the plaintiff; and (4) a causal connection existed between the protected activity and the materially adverse action.” *Jones v. Johanns*, 264 Fed. App’x. 463, 466 (6th Cir. 2007).

Laster, 746 F.3d at 730 (citation omitted).

...

To demonstrate pretext, a plaintiff “must produce evidence sufficient that a reasonable finder of fact could reject the employer’s proffered reason.” *Michael v. Caterpillar Fin. Servs. Corp.*, 496 F.3d 584, 597 (6th Cir. 2007) (quoting *Haughton v. Orchid Automation*, 206 Fed. App’x. 524, 531 (6th Cir.2006)). A plaintiff can do this “by showing that the proffered reason (1) has no basis in fact, (2) did not actually motivate the defendant’s challenged conduct, or (3) was insufficient to warrant the challenged conduct.” *Id.* (quoting *Hopson v. DaimlerChrysler Corp.*, 306 F.3d 427, 434 (6th Cir. 2002)).

Summary Judgment Opinion, pp. 11-12, 17-18.

21. Cadoura asserts that the City’s decision to not reinstate him in 2017 was due to the 2009 Lawsuit and his subsequent placement on the do not hire list.

Summary Judgment Response, pp. 6-7, **Exhibit 6D**. Cadoura alleges that “it is clear

that decision makers were aware of this lawsuit when they disciplined Mr. Cadoura, placed him on the ‘do not rehire list’ and denied reinstatement.” Summary Judgment Response, p. 7. Cadoura, however, disputes that his placement on the “do not rehire list” was proper: “Plaintiff was placed on the ‘do not rehire list’ due to an alleged policy Defendant has that requires such a designation when someone retires/resigns with pending discipline as well as poor work behavior.” Summary Judgment Response, p. 6.

22. Cadoura further alleges that the City “used discipline as a means to suppress employees from promotion. Thus, a leap in logic is not required for a jury to find such actions were also undertaken when Mr. Cadoura was placed on the ‘do not rehire list’ and denied reinstatement.” Summary Judgment Response, p. 7. Cadoura also asserts that the discipline which was issued to him prior to his resignation was improper. Summary Judgment Response, pp. 7-8.

23. In sum, Cadoura alleges that he was not reinstated by the City due to the filing of the 2009 Lawsuit, the alleged improper discipline which resulted, and his ultimate placement on the do not rehire list.

24. The District Court has left open several of these issues, including whether “recommending Plaintiff not be reinstated can be considered an adverse action in and of itself...” Summary Judgment Opinion, p. 14. Further, in its discussion of whether there was a legitimate non-retaliatory reason for the City’s

action and pretext, the Court found that “there is a genuine dispute whether Plaintiff was, in fact, placed on the ‘do not hire list’ due to his pending discipline and poor work behavior, as opposed to his participation in the Employment Discrimination Action.” Summary Judgment Opinion, p. 18.

25. Again, in discussing whether there was a legitimate non-retaliatory reason for the City’s action, the District Court left open the issue of whether the discipline of Cadoura was in retaliation of the 2009 Lawsuit:

Barney testified that Plaintiff was known for advocating and highlighting deficiencies within the EMS and that the EMS administrators used the delayed adjudication of disciplinary actions as a tactic to sabotage promotions. **Thus, it is possible that some of Plaintiff’s disciplinary actions were imposed due to his advocacy activities. This is supported by the fact that so many of his infractions were overturned or expunged.** Even if not, there is conflicting evidence in the record about whether the EMS has a policy mandating that any employee who resigns with pending disciplinary action be placed on a “do not rehire list.” Former Chief James testified that he was aware of the lawsuit at the time that Plaintiff resigned. Given the evidence concerning the atmosphere at the EMS at the time, there is a genuine dispute as to whether the Employment Discrimination Action may have motivated Plaintiff’s placement on a “do not rehire list.”

Summary Judgment Opinion, pp. 18-19.²

² In the paragraph that followed the one quoted above, the District Court also addressed an argument that the City made on the first page of its reply brief in support of summary judgment. The City argued that the disciplinary issues were barred by its bankruptcy filing. See **Exhibit 6E** (“First these alleged disciplinary issues are time barred and also likely barred by the bankruptcy court.”). The District Court held that “Plaintiff is not bringing a claim based on any conduct that occurred outside of the statute of limitations or that was alleged in the claim that was

III. Argument

26. Cadoura violated the Plan's injunction and discharge provisions by filing the Federal Court Lawsuit. His claims in the Federal Court Lawsuit arise from prepetition events, including the 2009 Lawsuit, the alleged discipline, and the City's recommendation not to reinstate him in 2013, and were within Cadoura's fair contemplation at the time of the City's bankruptcy filing. Before the Petition Date, Cadoura "could have ascertained through the exercise of reasonable due diligence that [he] had a claim" against the City, based on the events which occurred from 2009 to June 2013, as detailed in the Summary Judgment Opinion and the City's Summary Judgment Motion and exhibits filed in the District Court. *See In re City of Detroit, Michigan*, 548 B.R. 748, 763 (Bankr. E.D. Mich. 2016) (citation omitted).

27. As set forth in the Summary Judgment Opinion, Cadoura resigned on June 3, 2013. Summary Judgment Opinion, p. 3; *see also* Summary Judgment Motion, Exhibit 4 at PageID.268 (Resignation Form). More importantly, he signed the Resignation Form, which contained a section for a "Departmental Recommendation" on Reinstatement and also contained the statement that to be reinstated, he must have resigned in good standing. As Cadoura testified, he

discharged in the bankruptcy proceedings." Summary Judgment Opinion, p. 19. The City is not arguing here that the claims asserted in the Complaint were also asserted in Proof of Claim 682 and thus discharged. Instead, the City is arguing that the claims asserted in the Complaint are barred and enjoined by the Bar Date Order and Confirmation Order because they were not included in any proof of claim.

resigned because he was about to get fired for disciplinary issues. He also had numerous documented disciplinary issues in the years before he resigned. Summary Judgment Motion, Page ID.264. As the District Court explained, “Cadoura’s ‘Summary of Conduct’ with EMS lists thirteen disciplinary actions that occurred between July 2000 and December 11, 2011, although it appears that two were overturned and three were expunged.” Summary Judgment Opinion, p. 2; *see also* Summary Judgment Motion, Exhibit 1, PageID.264. Each of these occurred prior to the Petition Date and any claims arising therefrom were within Cadoura’s fair contemplation as of the Petition Date.

28. Indeed, Cadoura’s situation is similar to a case decided by the Sixth Circuit, namely *Young v. Twp. of Green Oak*. 471 F.3d 674 (6th Cir. 2006). In *Young*, Larry Young worked as a police officer for the Green Oak Township Police Department starting in 1978. *Id.* at 675. He injured his back in a training exercise in 1992 and began receiving workman’s compensation as a result. *Id.* at 675-76. Once he went on workman’s compensation, he never returned to active duty. *Id.* at 676, 681.

29. Young stated that, also in 1992, he had learned that a fellow officer failed to report discharging his firearm during pursuit of a suspect. *Id.* at 676. He stated that he informed his supervisors, the Township, and others in accordance with policy. *Id.* Young claimed that around this time, he began getting harassed at work.

Id. In 1993, he applied for, but did not obtain a promotion, a decision that he attributed, at least in part, to his report of his fellow officer's misconduct. *Id.*

30. Young's workers' compensation benefits were stopped, restarted, and then challenged by the Township. *Id.* In 1995, Young sued the Township, alleging causes of action under ELCRA and other statutes for failure to promote, retaliation for filing a workers' compensation claim, and for age and disability discrimination. *Id.* at 677. In 1996, the trial court granted partial summary judgment to the Township on all but the retaliation claims, which claims the parties settled, bringing the suit to a close. *Id.* Young sued again in 1998 on various grounds, including breach of contract, failure to accommodate and disability discrimination in violation of ELCRA, and other claims. *Id.* at 678. The trial court granted summary judgment for defendants in this second case, and the court of appeals dismissed the appeal for want of prosecution. *Id.*

31. Young filed the complaint that became the basis for *Young* on May 13, 2002, in the District Court. *Id.* at 677, 678. The next month, the Township notified Young that it intended to hold a hearing before the Township Board of Trustees to terminate him.³ *Id.* at 677. Young requested that his disabilities be accommodated instead so that he could return to active duty, but the Board issued a written decision on January 8, 2003, terminating his employment. *Id.* Young amended his complaint

³ This hearing was required because Young was a Navy veteran. *Id.* at 675, 677.

to reflect this, asserting employment discrimination; deprivation of procedural due process; violations of the Americans with Disabilities Act, Michigan's Persons with Disabilities Civil Rights Act, and Michigan's Whistleblowers' Protection Act; and retaliatory discharge under 42 U.S.C. § 1983. *Id.* at 678. The Township moved for summary judgment on the grounds that res judicata barred all of these claims, and the District Court agreed. *Id.* The Sixth Circuit affirmed. *Id.* at 686.

32. The main issue was the determination of when Young's claims arose. If Young's claims arose prior to the lawsuit he lost in part and settled in part in 1996, and the lawsuit he lost in 1999, and if his claims were resolved by those lawsuits, then they were now barred by res judicata. The Sixth Circuit confirmed that, indeed, the claims had arisen long before the lawsuit in question had been filed and were barred.

33. Both the District Court and the Sixth Circuit discussed an earlier, unpublished opinion by the Sixth Circuit for the proposition that "a discrimination claim accrues when the operative decision is made, not when [a plaintiff] experiences the consequences of that decision." *Id.* at 679 (quoting *Yinger v. City of Dearborn*, 1997 WL 735323 (6th Cir. Nov. 18, 1997) (alteration in original)). Young's case was similar to *Yinger*, in that "both involve plaintiffs who had filed previous lawsuits raising substantially the same claims arising out of the same previous events against their respective police departments." *Id.* at 680. The District

Court and the Sixth Circuit agreed that “the case now on appeal constituted an attempt to challenge the Township’s original, unchanged decision not to permit Young to return to work.” *Id.* at 681. Although Young asserted that his claim was not ripe until he was actually terminated, the District Court found that the termination decision stemmed from the Township’s original decision that Young was unable to return to work. *Id.* “An employer’s refusal to undo a discriminatory decision is not a fresh act of discrimination.” *Id.* (quoting *Yinger*, 1997 WL 735323 at *5 n.3). The Sixth Circuit concluded that “[a]ll of Young’s employment discrimination and retaliation claims arise from the Township’s refusal to return him to work,” and thus affirmed the District Court’s judgment against him. *Id.* at 682.

34. Although the City denies that it discriminated against Cadoura or otherwise treated him unfairly in any way, the fact remains that, even if it had, any claims Cadoura might have had against the City would have arisen prior to the City’s filing of its bankruptcy petition. By Cadoura’s own account, the issue was that he was placed on a “do not hire” list by the City prepetition. Any claims that arose from that had to be resolved within the City’s bankruptcy process. He cannot now try to be rehired, or try again in a year, or in five, and claim that each attempt gives him a fresh opportunity to sue.

35. Instead, as the *Young* case makes clear (along with the *Yinger* case that it discusses), at the time the City filed its bankruptcy petition, it was within

Cadoura's fair contemplation that he would not be reinstated. Any claims he had or contemplated he would have had to have been filed in a proof of claim because those claims have been discharged. His Federal Court Lawsuit should be dismissed with prejudice.

36. Despite holding a pre-petition putative claim, however, Cadoura did not file a proof of claim in the City's bankruptcy case for the claims he asserts in the Complaint. The Plan's discharge provision states that the "rights afforded under the Plan and the treatment of Claims under the Plan will be in exchange for and in complete satisfaction, discharge and release of all Claims arising on or before the Effective Date." Plan Art. III.D.4, at p.50.

37. Consequently, Cadoura does not have a right to a distribution or payment under the Plan on account of the claims asserted in the Complaint. Plan, Art. III.D.5, at p.50 ("[A]ll entities that have been, are or may be holders of Claims against the City . . . shall be permanently enjoined from . . . proceeding in any manner in any place whatsoever that does not conform or comply with the provisions of the Plan."). *See also* Plan, Art. I.A.19, at p.3; Art. I.A.134, at p.11; Art. VI.A.1, at p.67 ("Notwithstanding any other provision of the Plan, no payments or Distributions shall be made on account of a Disputed Claim until such Claim becomes an Allowed Claim."). The claims in the Complaint were discharged, and the Plan enjoins

Cadoura from pursuing them. The Bar Date Order also forever barred, estopped, and enjoined Cadoura from pursuing the claims asserted in the Complaint.

38. Even if Cadoura could somehow seek relief on his claims against the City, or its property (which he cannot), the proper and only forum for doing so would be in this Bankruptcy Court. There is therefore no set of circumstances under which Cadoura is, or would have been, permitted to commence and prosecute the claims asserted in the Complaint.

IV. Conclusion

39. The City thus respectfully requests that this Court enter an order, in substantially the same form as the one attached as **Exhibit 1**, permanently barring, estopping and enjoining Cadoura from asserting the claims asserted in the Complaint against the City or property of the City.

40. The City sought, but did not obtain, concurrence to the relief requested in the Motion.

Dated: August 4, 2023

MILLER, CANFIELD, PADDOCK AND
STONE, P.L.C.

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**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In re:

City of Detroit, Michigan,
Debtor.

Bankruptcy Case No. 13-53846

Judge Thomas J. Tucker

Chapter 9

EXHIBIT LIST

Exhibit 1	Proposed Order
Exhibit 2	Notice of Opportunity to Object
Exhibit 3	None
Exhibit 4	Certificate of Service
Exhibit 5	None
Exhibit 6A	Complaint
Exhibit 6B	Federal Court Lawsuit Docket
Exhibit 6C	Summary Judgment Opinion
Exhibit 6D	Summary Judgment Response
Exhibit 6E	Reply in Support of Summary Judgment
Exhibit 6F	Summary Judgment Motion
Exhibit 6G	Human Resources Rule 15, Reinstatement

EXHIBIT 1 – PROPOSED ORDER

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In re: City of Detroit, Michigan, Debtor.	Bankruptcy Case No. 13-53846 Judge Thomas J. Tucker Chapter 9
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**ORDER GRANTING CITY OF DETROIT’S MOTION FOR THE
ENTRY OF AN ORDER ENFORCING THE BAR DATE ORDER AND
CONFIRMATION ORDER AGAINST RICHARD CADOURA**

This matter, having come before the Court on the *Motion for the Entry of an Order Enforcing the Bar Date Order and Confirmation Order Against Richard Cadoura* (“Motion”),¹ upon proper notice and a hearing, the Court being fully advised in the premises, and there being good cause to grant the relief requested,

THE COURT ORDERS THAT:

1. The Motion is granted.
2. Within five days of the entry of this Order, Richard Cadoura shall dismiss, or cause to be dismissed, with prejudice the lawsuit captioned as Richard Cadoura v. The City of Detroit, Case Number 20-12986, United States District Court, Eastern District of Michigan (“Federal Court Lawsuit”).

¹ Capitalized terms used but not otherwise defined in this Order shall have the meanings given to them in the Motion.

3. Richard Cadoura is permanently barred, estopped and enjoined from asserting the claims asserted in the Federal Court Lawsuit or claims arising from or related to the Lawsuit against the City of Detroit or property of the City of Detroit.

4. Richard Cadoura is prohibited from sharing in any distribution in this bankruptcy case.

5. The Court shall retain jurisdiction over any and all matters arising from the enforcement, interpretation or implementation of this Order.

EXHIBIT 2 – NOTICE

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In re:

City of Detroit, Michigan,
Debtor.

Bankruptcy Case No. 13-53846

Judge Thomas J. Tucker

Chapter 9

**NOTICE OF OPPORTUNITY TO OBJECT TO CITY OF
DETROIT’S MOTION FOR THE ENTRY OF AN ORDER ENFORCING
THE BAR DATE ORDER AND CONFIRMATION ORDER AGAINST
RICHARD CADOURA**

The City of Detroit has filed papers with the Court requesting the entry of an order enforcing the bar date order and confirmation order against Richard Cadoura.

Your rights may be affected. You should read these papers carefully and discuss them with your attorney.

If you do not want the Court to enter an Order granting the *City of Detroit’s Motion for the Entry of an Order Enforcing the Bar Date Order and Confirmation Order Against Richard Cadoura*, within 14 days, you or your attorney must:

1. File with the court a written response or an answer, explaining your position at:¹

United States Bankruptcy Court
211 W. Fort St., Suite 1900
Detroit, Michigan 48226

If you mail your response to the court for filing, you must mail it early enough so that the court will **receive** it on or before the date stated above. You must also mail a copy to:

Miller, Canfield, Paddock & Stone, PLC
Attn: Marc N. Swanson
150 West Jefferson, Suite 2500
Detroit, Michigan 48226

2. If a response or answer is timely filed and served, the clerk will schedule a hearing on the motion and you will be served with a notice of the date, time, and location of that hearing.

If you or your attorney do not take these steps, the court may decide that you do not oppose the relief sought in the motion or objection and may enter an order granting that relief.

¹ Response or answer must comply with F. R. Civ. P. 8(b), (c) and (e).

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

By: /s/ Marc N. Swanson

Marc N. Swanson (P71149)
150 West Jefferson, Suite 2500
Detroit, Michigan 48226
Telephone: (313) 496-7591
Facsimile: (313) 496-8451
swansonm@millercanfield.com

Dated: August 4, 2023

EXHIBIT 3 – NONE

EXHIBIT 4 – CERTIFICATE OF SERVICE

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In re:

City of Detroit, Michigan,
Debtor.

Bankruptcy Case No. 13-53846

Judge Thomas J. Tucker

Chapter 9

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on August 4, 2023, he served a copy of the foregoing **CITY OF DETROIT’S MOTION FOR THE ENTRY OF AN ORDER ENFORCING THE BAR DATE ORDER AND CONFIRMATION ORDER AGAINST RICHARD CADOURA** upon counsel for Richard Cadoura, in the manner described below:

Via first class mail and email:

Conner Gallagher
Carla D. Aikens, P.C.
615 Griswold St., Suite 709
Detroit, Michigan 48226
conner@aikenslawfirm.com

Carla D. Aikens
Carla D. Aikens, P.C.
615 Griswold Street, Suite 709
Detroit, MI 48226
carla@aikenslawfirm.com

DATED: August 4, 2023

By: /s/ Marc N. Swanson
Marc N. Swanson (P71149)
150 West Jefferson, Suite 2500
Detroit, Michigan 48226
Telephone: (313) 496-7591
Facsimile: (313) 496-8451
swansonm@millercanfield.com

EXHIBIT 5 – NONE

EXHIBIT 6A
Complaint

IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

RICHARD CADOURA,)	
)	
PLAINTIFF,)	
	)	CIVIL ACTION NO. _____
VS.)	
)	
CITY OF DETROIT, a Michigan Municipal	)	HON.
Corporation,)	
)	
DEFENDANT.)	
)	

COMPLAINT

PLAINTIFF, RICHARD CADOURA, by and through his attorneys, CARLA D. AIKENS, P.C., submit the following Complaint against DEFENDANT CITY OF DETROIT.

JURY DEMAND

COMES NOW PLAINTIFF RICHARD CADOURA and hereby makes his demand for trial by jury.

JURISDICTION

1. At all times relevant to this complaint, Plaintiff Richard Cadoura was a resident Washtenaw County in the State of Michigan.
2. Defendant is a Michigan Municipal Corporation, located exclusively in Wayne County, and in charge of operating and overseeing the Detroit Fire Department.
3. This action is brought in this Court on the basis of federal question jurisdiction, pursuant to Title VII of the Civil Rights Act of 1964, 42 USC 2000e et seq.
4. Pursuant to 28 U.S.C. §1367, this Court has supplemental jurisdiction over Plaintiff's state law claims.

VENUE

5. Venue is proper in the Eastern District of Michigan pursuant to Section 706(f)(3) of Title VII, 42 U.S.C. § 2000e-5(f)(3), because the unlawful employment discrimination giving rise to Plaintiff's claims occurred in this District.

STATEMENT OF FACTS

6. In 1999, Plaintiff was hired by Defendant as an Emergency Medical Technician and paramedic, where Plaintiff enjoyed a long-tenured and successful employment relationship with Defendant.

7. On or around June of 2009, Plaintiff joined three other employees of Defendant Fire Department in a lawsuit against Defendant for violations of Michigan's anti-discrimination law in the handling of their employment; Case No. 09-010633-CZ, Hon. Prentis Edwards, presiding.

8. Specifically, Plaintiff claimed that despite his ten years of working for Defendant's Fire Department, he was never provided with a meaningful opportunity to receive a promotion and was passed over for promotions based upon his race/ethnicity.

9. Additionally, Plaintiff's 2009 claim had a count of hostile workplace environment related to Plaintiff.

10. Eventually, Plaintiff and his co-plaintiff's claims were discharged in the City of Detroit's bankruptcy proceedings.

11. Almost ten years later, in late 2017, Plaintiff was told by an agent of Defendant that there were employment openings for Emergency Medical Technicians/Basic Paramedics with the Detroit Fire Department, and that if he were to apply, considering his experience and skill, he would be hired.

12. As a result, Plaintiff applied for the position of Emergency Medical Technician/Basic Paramedic.

13. On December 4, 2017, Ms. Belinda Brown, a recruiter who worked for Defendant's human resources ("HR") department, contacted Plaintiff and informed him that his application had been selected, and that he needed to perform a physical agility test ("PAT") and turn in necessary paperwork.

14. Thereafter, Plaintiff was informed by agents of Defendant that after this paperwork was turned in and after he completed the PAT, he would be hired by Defendant as a basic paramedic.

15. Accordingly, Plaintiff completed the PAT and submitted the necessary paperwork to Defendant.

16. On January 9, 2018, Ms. Brown again contacted Plaintiff and informed him that he was, "all set," and that he could "put in [his] 2-weeks' notice [to his other employer]," and that he was set to begin the fire academy on January 22, 2018.

17. The week before Plaintiff was set to begin the academy, and after he had been told he was hired and that he could quit his other job, Ms. Brown informed Plaintiff that she needed to speak with him.

18. Days before Plaintiff was supposed to begin the academy Plaintiff spoke to Ms. Brown wherein she informed Plaintiff that despite the previous assurances of employment, and confirmation of hiring, Plaintiff was not eligible to work for Defendant because of his participation in his previous anti-discrimination lawsuit against Defendant and its fire department.

19. As a result, Defendant terminated the employment relationship with Plaintiff.

20. Accordingly, within 300 days after being informed of this termination, Plaintiff filed an intake questionnaire with the Detroit office of the Equal Employment Opportunity Commission (“EEOC”), alleging that Defendant had committed violations of state and federal anti-discrimination law and he was being discriminated against in his hiring because of: (1) retaliation for his previous lawsuit, (2) his race, and (3) his national origin.

21. Accordingly, on or around August 6, 2020, the EEOC sent Plaintiff his notice of his right to sue.

22. Plaintiff requests the relief as described in the Prayer for Relief below.

COUNT I
RETALIATION IN VIOLATION OF TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, 42 U.S.C. 2000E, ET SEQ. (“TITLE VII”)

23. Plaintiff incorporates by reference all allegations in the preceding paragraphs.

24. At all material times, Defendant was an employer and Plaintiff an employee, covered by, and within the meaning of Title VII.

25. Defendant’s conduct, as alleged herein, violated Title VII of the Civil Rights Act of 1964, which makes it unlawful to retaliate against an employee for engaging in protected activity.

26. A respondeat superior relationship existed because Ms. Brown undertook tangible decisions that affected Plaintiff’s employment; e.g. terminating the employment relationship.

27. Plaintiff engaged in protected activity when he took the following actions, including but not limited to, bringing suit against Defendant for their discriminatory employment practices.

28. Defendant, through its employees, had knowledge that Plaintiff engaged in protected behavior, because, among other things, Defendant was a party to the lawsuit, and, even more, Ms. Brown specifically cited this lawsuit as the reason she was terminating the employment relationship.

29. Defendant and/or its agents took adverse employment actions against Plaintiff, including but not limited to Plaintiff's termination.

30. But for Plaintiff's participation in protected activity, Defendant would not have taken said adverse employment actions against Plaintiff.

31. Defendant and its agents' unlawful actions were intentional, willful, malicious and/or done with reckless disregard for Plaintiff's rights.

32. Plaintiff notified Defendant and its agents of the unwelcomed conduct or communication and Defendant failed to remedy the unwelcomed conduct or communication.

33. As a proximate result of the Defendant retaliatory actions, Plaintiff has suffered losses in compensation, earning capacity, humiliation, mental anguish, and emotional distress.

34. As a result of those actions and consequent harms, Plaintiff has suffered such damages in an amount to be proved at trial.

35. Plaintiff requests relief as described in the Prayer for Relief below.

COUNT II
**RETALIATION IN VIOLATION OF THE ELLIOT-LARSEN CIVIL RIGHTS ACT,
MCL 37.2101, et seq. ("ELCRA")**

36. Plaintiff incorporates by reference all allegations in the preceding paragraphs.

37. At all material times, Plaintiff was an employee, and Defendant was an employer covered by, and within the meaning of, the ELCRA.

38. Defendant's conduct, as alleged herein, violated the ELCRA, which makes it unlawful to retaliate against an employee who has engaged in protected activity.

39. A respondeat superior relationship existed because Ms. Brown undertook tangible decisions that affected Plaintiff's employment; e.g. terminating the employment relationship.

40. Plaintiff engaged in protected activity when he took the following actions, including but not limited to, bringing suit against Defendant for their discriminatory employment practices.

41. Defendant, through its employees, had knowledge that Plaintiff engaged in protected behavior, because, among other things, Defendant was a party to the lawsuit, and, even more, Ms. Brown specifically cited this lawsuit as the reason she was terminating the employment relationship.

42. Defendant and/or its agents took adverse employment actions against Plaintiff, including but not limited to Plaintiff's termination.

43. But for Plaintiff's participation in protected activity, Defendant would not have taken the adverse employment actions against Plaintiff.

44. Defendant and its agents' unlawful actions were intentional, willful, malicious and/or done with reckless disregard for Plaintiff's rights.

45. Plaintiff notified Defendant and its agents of the unwelcomed conduct and Defendant failed to remedy the unwelcomed conduct.

46. As a proximate result of Defendant's discriminatory actions, Plaintiff has suffered losses in compensation, earning capacity, humiliation, mental anguish, and emotional distress.

47. As a result of those actions and consequent harms, Plaintiff has suffered such damages in an amount to be proven at trial.

48. Plaintiff requests relief as described in the Prayer for Relief below.

RELIEF REQUESTED

PLAINTIFF, RICHARD CADOURA, respectfully requests that this Honorable Court enter judgment against Defendant as follows:

1. Compensatory damages in whatever amount to which Plaintiff is entitled;

2. Exemplary damages in whatever amount which Plaintiff is entitled;
3. An award of lost wages and the value of fringe benefits, past and future;
4. An award of interest, costs, and reasonable attorney fees; and
5. An order awarding whatever other equitable relief appears appropriate at the time of final judgment.

Dated: November 4, 2020

Respectfully Submitted,

/s/ Connor Gallagher
Connor B. Gallagher (P82104)
CARLA D. AIKENS, P.C.
Attorneys for Plaintiff
615 Griswold Ste. 709
Detroit, MI 48226
connor@aikenslawfirm.com

EXHIBIT 6B

Federal Court Lawsuit Docket

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**U.S. District Court
Eastern District of Michigan (Detroit)
CIVIL DOCKET FOR CASE #: 2:20-cv-12986-GAD-APP**

Cadoura v. City of Detroit, a Municipal entity
Assigned to: District Judge Gershwin A. Drain
Referred to: Magistrate Judge Anthony P. Patti
Demand: \$75,000
Cause: 42:2003 Job Discrimination

Date Filed: 11/05/2020
Jury Demand: Both
Nature of Suit: 442 Civil Rights: Jobs
Jurisdiction: Federal Question

Plaintiff

Richard Cadoura

represented by **Carla D. Aikens**
Carla D. Aikens, P.C.
615 Griswold Street
Suite 709
Detroit, MI 48226
8448352993
Fax: 8774541680
Email: carla@aikenslawfirm.com
ATTORNEY TO BE NOTICED

V.

Defendant

City of Detroit, a Municipal entity

represented by **Andrae D Smith**
City of Detroit
Law Department
2 Woodward Avenue
Suite 500
Detroit, MI 48226
313-237-3088
Email: smithand@detroitmi.gov
ATTORNEY TO BE NOTICED

Jason McFarlane
City of Detroit Law Department
2 Woodward Avenue
Suite 500
Detroit, MI 48226
313-237-0548
Fax: 313-224-5505
Email: mcfaj@detroitmi.gov
ATTORNEY TO BE NOTICED

Date Filed	#	Docket Text
11/05/2020	1	COMPLAINT filed by Richard Cadoura against City of Detroit, a Municipal entity with Jury Demand. Plaintiff requests summons issued. Receipt No: AMIEDC-8149194 - Fee: \$ 400. County of 1st Plaintiff: Wayne - County Where Action Arose: Wayne - County of 1st Defendant: Wayne. [Previously dismissed case: No] [Possible companion case(s): None] (Aikens, Carla) (Entered: 11/05/2020)
11/06/2020	2	SUMMONS Issued for *City of Detroit, a Municipal entity* (DAll) (Entered: 11/06/2020)
11/06/2020		A United States Magistrate Judge of this Court is available to conduct all proceedings in this civil action in accordance with 28 U.S.C. 636c and FRCP 73. The Notice, Consent, and Reference of a Civil Action to a Magistrate Judge form is available for download at http://www.mied.uscourts.gov (DAll) (Entered: 11/06/2020)
01/25/2021	3	ATTORNEY APPEARANCE: Jason McFarlane appearing on behalf of City of Detroit, a Municipal entity (McFarlane, Jason) (Entered: 01/25/2021)
01/25/2021	4	ATTORNEY APPEARANCE: Andrae D Smith appearing on behalf of City of Detroit, a Municipal entity (Smith, Andrae) (Entered: 01/25/2021)
02/01/2021	5	MOTION for Judgment <i>on the Pleadings</i> by City of Detroit, a Municipal entity. (Attachments: # 1 Index of Exhibits, # 2 Exhibit EEOC CHARGE, # 3 Exhibit Agency Wide Questions, # 4 Exhibit Notice of Resignation) (McFarlane, Jason) Modified on 9/29/2021 (TMcg). (Entered: 02/01/2021)
02/22/2021	6	MOTION for Extension of Time to File Response/Reply as to 5 MOTION for Judgment <i>on the Pleadings</i> by Richard Cadoura. (Aikens, Carla) (Entered: 02/22/2021)
02/26/2021		TEXT-ONLY ORDER Granting 6 MOTION for Extension of Time to File Response/Reply as to 5 MOTION for Judgment <i>on the Pleadings</i> filed by Richard Cadoura. Signed by District Judge Gershwin A. Drain. (TMcg) (Entered: 02/26/2021)
03/10/2021	7	STIPULATION AND ORDER Extending Dates and Deadlines 5 MOTION for Judgment <i>on the Pleadings</i> , Set Motion and R&R Deadlines/Hearings as to 5 MOTION for Judgment <i>on the Pleadings</i> : (Response due by 3/22/2021, Reply due by 4/5/2021) Signed by District Judge Gershwin A. Drain. (TMcg) (Entered: 03/10/2021)
03/22/2021	8	RESPONSE to 5 MOTION for Judgment <i>on the Pleadings</i> filed by Richard Cadoura. (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Exhibit C) (Aikens, Carla) (Entered: 03/22/2021)
04/01/2021	9	REPLY to Response re 5 MOTION for Judgment <i>on the Pleadings</i> filed by City of Detroit, a Municipal entity. (McFarlane, Jason) (Entered: 04/01/2021)
04/22/2021	10	

		NOTICE OF HEARING on <u>5</u> MOTION for Judgment <i>on the Pleadings</i> . Motion Hearing set for 7/27/2021 at 3:00 PM before District Judge Gershwin A. Drain (TMcg) (Entered: 04/22/2021)
07/26/2021	<u>11</u>	NOTICE OF HEARING BY VIDEO CONFERENCE on <u>5</u> MOTION for Judgment <i>on the Pleadings</i> . Motion Hearing set for 7/27/2021 at 3:00 PM before District Judge Gershwin A. Drain |Zoom Webinar Information: https://www.zoomgov.com/j/1610103156? pwd=ZjNZcitET284TzY4ZU1BR2dDLzQ0UT09 Passcode: 051135 Or One tap mobile : US: +16692545252,,1610103156# or +16468287666,,1610103156#| (TMcg) (Entered: 07/26/2021)
07/27/2021	<u>12</u>	NOTICE OF HEARING BY VIDEO CONFERENCE on <u>5</u> MOTION for Judgment <i>on the Pleadings</i> . Motion Hearing reset for 8/4/2021 at 3:00 PM before District Judge Gershwin A. Drain |Zoom Webinar Information: https://www.zoomgov.com/j/1610103156? pwd=ZjNZcitET284TzY4ZU1BR2dDLzQ0UT09 Passcode: 051135 Or One tap mobile : US: +16692545252,,1610103156# or +16468287666,,1610103156#| (TMcg) (Entered: 07/27/2021)
08/04/2021		Minute Entry for proceedings before District Judge Gershwin A. Drain: Zoom Motion Hearing held on 8/4/2021 re <u>5</u> MOTION for Judgment <i>on the Pleadings</i> filed by City of Detroit, a Municipal entity Disposition: Motion taken under advisement (Court Reporter: Marilyn Jones) (TMcg) (Entered: 08/04/2021)
09/29/2021	<u>13</u>	ORDER Denying Defendant's <u>5</u> MOTION for Judgment <i>on the Pleadings</i> Without Prejudice and Requiring Supplement Briefing, Set Motion and R&R Deadlines/Hearings as to <u>5</u> MOTION for Judgment <i>on the Pleadings</i> : (Discovery Relating to Exhaustion due: 11/26/2021; Defendant's Renewed Motion for Judgment on the Pleadings due: 12/10/2021; Response due by 12/27/2021, Reply due by 1/5/2022) Signed by District Judge Gershwin A. Drain. (TMcg) (Entered: 09/29/2021)
10/28/2021	<u>14</u>	TRANSCRIPT of Motion Hearing held on 8/04/2021. (Court Reporter: Marilyn J. Jones) (Number of Pages: 17) The parties have 21 days to file with the court and Court Reporter a Redaction Request of this transcript. If no request is filed, the transcript may be made remotely electronically available to the public without redaction after 90 days. Redaction Request due 11/18/2021. Redacted Transcript Deadline set for 11/29/2021. Release of Transcript Restriction set for 1/26/2022. Transcript may be viewed at the court public terminal or purchased through the Court Reporter/www.transcriptorders.com before the deadline for Release of Transcript Restriction. After that date, the transcript is publicly available. (Jones, M) (Entered: 10/28/2021)
10/29/2021	<u>15</u>	MOTION for Reconsideration re <u>13</u> Order,, Set Motion and R&R Deadlines/Hearings,, by Richard Cadoura. (Aikens, Carla) (Entered: 10/29/2021)
12/10/2021	<u>16</u>	Renewed MOTION for Judgment <i>on the Pleadings</i> by City of Detroit, a Municipal entity. (Attachments: # <u>1</u> Index of Exhibits, # <u>2</u> Exhibit EEOC Complaint, # <u>3</u> Exhibit Email and Intake Questionnaire, # <u>4</u> Exhibit Charge

		Detail Inquiry, # 5 Exhibit Email Chain) (McFarlane, Jason) (Entered: 12/10/2021)
12/13/2021	17	NOTICE OF IN PERSON HEARING on 16 Renewed MOTION for Judgment <i>on the Pleadings</i> . Motion Hearing set for 3/3/2022 at 2:00 PM before District Judge Gershwin A. Drain (TMcg) (Entered: 12/13/2021)
12/27/2021	18	RESPONSE to 16 Renewed MOTION for Judgment <i>on the Pleadings</i> filed by Richard Cadoura. (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Exhibit C) (Aikens, Carla) (Entered: 12/27/2021)
02/22/2022		TEXT-ONLY NOTICE: Motion Hearing on 3/3/2022 is Cancelled re 17 Notice of Hearing on Motion (TMcg) (Entered: 02/22/2022)
02/28/2022	19	NOTICE OF IN PERSON HEARING on 16 Renewed MOTION for Judgment <i>on the Pleadings</i> , 15 MOTION for Reconsideration re 13 Order,, Set Motion and R&R Deadlines/Hearings,, . Motion Hearing reset for 4/14/2022 at 10:00 AM before District Judge Gershwin A. Drain (TMcg) (Entered: 02/28/2022)
04/08/2022	20	OPINION and ORDER Denying 16 Renewed MOTION for Judgment <i>on the Pleadings</i> Denying Partial 15 MOTION for Reconsideration re 13 Order, and Setting a Scheduling Conference (Scheduling Conference set for 4/14/2022 at 9:30 AM before District Judge Gershwin A. Drain) Signed by District Judge Gershwin A. Drain. (TMcg) (Entered: 04/08/2022)
04/14/2022	21	NOTICE TO APPEAR BY VIDEO CONFERENCE: Scheduling Conference reset for 4/19/2022 at 1:30 PM before District Judge Gershwin A. Drain (TMcg) (Entered: 04/14/2022)
04/19/2022		Minute Entry for virtual proceedings before District Judge Gershwin A. Drain: Scheduling Conference held on 4/19/2022 (Court Reporter: None Present, Not on the Record) (TMcg) (Entered: 04/19/2022)
04/20/2022	22	SCHEDULING ORDER: Discovery due by 10/14/2022 Dispositive Motion Cut-off set for 11/15/2022 Final Pretrial Conference set for 3/29/2023 at 2:00 PM before District Judge Gershwin A. Drain Jury Trial set for 4/4/2023 at 9:00 AM before District Judge Gershwin A. Drain Signed by District Judge Gershwin A. Drain. (Refer to image for additional dates) (TMcg) (Entered: 04/20/2022)
04/20/2022	23	ORDER REFERRING OTHER MATTERS to Magistrate Judge Patti : Settlement Conference. Signed by District Judge Gershwin A. Drain. (TMcg) (Entered: 04/20/2022)
04/25/2022	24	NOTICE TO APPEAR IN PERSON: Settlement Conference set for 2/10/2023 01:30 PM before Magistrate Judge Anthony P. Patti (MWil) (Entered: 04/25/2022)
04/25/2022	25	ANSWER to Complaint with Affirmative Defenses with Jury Demand by City of Detroit, a Municipal entity. (McFarlane, Jason) (Entered: 04/25/2022)
09/03/2022	26	WITNESS LIST by Richard Cadoura (Aikens, Carla) (Entered: 09/03/2022)
09/06/2022	27	WITNESS LIST by City of Detroit, a Municipal entity (McFarlane, Jason) (Entered: 09/06/2022)

09/07/2022	28	STIPULATION by Richard Cadoura (Aikens, Carla) (Entered: 09/07/2022)
09/07/2022		TEXT-ONLY ORDER Striking 28 Stipulation filed by Richard Cadoura for Violation of ECF of the Policies and Procedures. Signed by District Judge Gershwin A. Drain. (TMcg) (Entered: 09/07/2022)
09/20/2022	29	STIPULATION AND ORDER Extending Deadline the Scheduling Facilitation Signed by District Judge Gershwin A. Drain. (TMcg) (Entered: 09/20/2022)
09/21/2022	30	[STRICKEN] STIPULATION by Richard Cadoura (Aikens, Carla) Modified on 9/26/2022 (TMcg). (Entered: 09/21/2022)
09/26/2022		TEXT-ONLY ORDER Striking 30 Stipulation filed by Richard Cadoura for Violation of R12 of the ECF Policies and Procedures. Signed by District Judge Gershwin A. Drain. (TMcg) (Entered: 09/26/2022)
11/18/2022	31	STIPULATION AND ORDER to Extend Dates by an Additional Sixty (60) Days, (Discovery due by 12/14/2022, Dispositive Motion Cut-off reset for 1/16/2023, Final Pretrial Conference reset for 5/1/2023 at 2:00 PM before District Judge Gershwin A. Drain, Jury Trial reset for 6/5/2023 at 9:00 AM before District Judge Gershwin A. Drain) Signed by District Judge Gershwin A. Drain. (TMcg) (Entered: 11/18/2022)
11/21/2022	32	NOTICE TO APPEAR IN PERSON: Settlement Conference reset for 4/26/2023 at 01:30 PM before Magistrate Judge Anthony P. Patti. **Settlement statements are due by 4/19/23.** Please refer to Judge Patti's Settlement Conference Practice guidelines available at https://www.mied.uscourts.gov/index.cfm?pageFunction=chambers&judgeid=51 (LHos) (Entered: 11/21/2022)
01/13/2023	33	MOTION for Summary Judgment by City of Detroit, a Municipal entity. (Attachments: # 1 Index of Exhibits, # 2 Exhibit 1 - Plaintiff Discipline Summary, # 3 Exhibit 2 - Chief Jerald James letter to 2nd Deputy Commissioner Sydney Zack, # 4 Exhibit 3 - Plaintiff February 2013 Disciplinary Contacts, # 5 Exhibit 4 - Plaintiff Resignation, # 6 Exhibit 5 - Plaintiff Bankruptcy Claim #682, # 7 Exhibit 6 - Order Disallowing and Expunging Plaintiff Bankruptcy Claim #682, # 8 Exhibit 7 - Plaintiff November 2017 Emergency Medical Technician Application, # 9 Exhibit 8 - Plaintiff Resum, # 10 Exhibit 9 - December 4, 2017 Physical Agility Test Letter, # 11 Exhibit 10 - December 19, 2017 Conditional Offer Letter, # 12 Exhibit 11 - January 13, 2018 City of Detroit Letter to Plaintiff, # 13 Exhibit 12 - Plaintiffs Deposition, # 14 Exhibit 13 - Plaintiff August 22, 2019 EEOC Charge, # 15 Exhibit 14 - Larkins email to Crosson, # 16 Exhibit 15 - Kemia Crosson email to Tara Brin, # 17 Exhibit 16 - Kemia Crosson email to Lesa Kent, # 18 Exhibit 17 - Brown Deposition) (McFarlane, Jason) (Entered: 01/13/2023)
01/27/2023	34	NOTICE OF IN PERSON HEARING on 33 MOTION for Summary Judgment . Motion Hearing set for 5/8/2023 at 3:00 PM before District Judge Gershwin A. Drain (TMcg) (Entered: 01/27/2023)
02/13/2023	35	STIPULATED ORDER to Extend the Deadline for Plaintiff's Response to Defendant's 33 MOTION for Summary Judgment Signed by District Judge Gershwin A. Drain. (TMcg) (Entered: 02/13/2023)

02/17/2023	36	RESPONSE to 33 MOTION for Summary Judgment filed by Richard Cadoura. (Aikens, Carla) (Entered: 02/17/2023)
02/18/2023	37	RESPONSE to 33 MOTION for Summary Judgment <i>CORRECTED AND WITH EXHIBITS</i> filed by Richard Cadoura. (Attachments: # 1 Index of Exhibits, # 2 Exhibit A, # 3 Exhibit B, # 4 Exhibit C, # 5 D, # 6 E, # 7 F, # 8 G, # 9 Exhibit H) (Aikens, Carla) (Entered: 02/18/2023)
03/03/2023	38	REPLY to Response re 33 MOTION for Summary Judgment filed by City of Detroit, a Municipal entity. (Attachments: # 1 Index of Exhibits, # 2 Exhibit 1 Larkins Affidavit, # 3 Exhibit 2 Olkowski Affidavit) (McFarlane, Jason) (Entered: 03/03/2023)
04/25/2023		TEXT-ONLY NOTICE: Final Pretrial Conference Hearing on 5/1/2023 is Cancelled re 31 Stipulation and Order,,, Set Scheduling Order Deadlines,, (TMcg) (Entered: 04/25/2023)
04/26/2023		Minute Entry for in-person proceedings before Magistrate Judge Anthony P. Patti: Settlement Conference held on 4/26/2023. Disposition: No settlement reached. (Court Reporter: None Present, Not on the Record) (LHos) (Entered: 04/26/2023)
05/03/2023		Set/Reset Deadlines as to 33 MOTION for Summary Judgment . Motion Hearing reset for 5/24/2023 at 11:00 AM before District Judge Gershwin A. Drain (TMcg) (Entered: 05/03/2023)
05/22/2023		Set/Reset Deadlines as to 33 MOTION for Summary Judgment . Motion Hearing reset for 6/12/2023 at 11:00 AM before District Judge Gershwin A. Drain (TMcg) (Entered: 05/22/2023)
06/02/2023		TEXT-ONLY NOTICE: Jury Trial on 6/5/2023 is Cancelled re 31 Stipulation and Order,,, Set Scheduling Order Deadlines,, [PENDING MOTION FOR SUMMARY JUDGMENT] (TMcg) (Entered: 06/02/2023)
06/08/2023	39	OPINION and ORDER Denying Defendant's 33 MOTION for Summary Judgment <i>and Setting New Dates</i> , (Final Pretrial Conference reset for 8/21/2023 at 2:00 PM before District Judge Gershwin A. Drain, Jury Trial reset for 9/12/2023 at 9:00 AM before District Judge Gershwin A. Drain) Signed by District Judge Gershwin A. Drain. (TMcg) (Entered: 06/08/2023)
06/30/2023	40	MOTION for Amended Judgment re 39 Memorandum Opinion & Order,, Set Scheduling Order Deadlines, by City of Detroit, a Municipal entity. (Attachments: # 1 Exhibit 1 - Resignation Form) (McFarlane, Jason) (Entered: 06/30/2023)
07/07/2023	41	STIPULATION AND ORDER REGARDING FACILITATION re 39 Memorandum Opinion & Order,, Set Scheduling Order Deadlines, Signed by District Judge Gershwin A. Drain. (TMcg) (Entered: 07/07/2023)
07/14/2023	42	ORDER Denying Defendant's 40 Motion Motion for Amended Judgment. Signed by District Judge Gershwin A. Drain. (TMcg) (Entered: 07/14/2023)

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EXHIBIT 6C
Summary Judgment Opinion

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

RICHARD CADOURA,

Plaintiff,

Case No. 20-cv-12986

v.

U.S. District Court Judge
Gershwin A. Drain

THE CITY OF DETROIT,

Defendant.

**OPINION AND ORDER DENYING DEFENDANT’S MOTION FOR
SUMMARY JUDGMENT (ECF No. 33) AND SETTING NEW DATES**

I. INTRODUCTION

On November 5, 2020, Plaintiff Richard Cadoura initiated the instant employment action against Defendant City of Detroit (“the City” or “Detroit”). *See* ECF No. 1. Cadoura alleges that the City retaliated against him for an earlier employment discrimination lawsuit, in violation of Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e *et seq.* (“Title VII”), and Michigan’s Elliot Larsen Civil Rights Act, M.C.L. 37.2101 *et seq.* (“ELCRA”). *See id.* Presently before the Court is the City’s Motion for Summary Judgment. *See* ECF No. 33. Cadoura filed a response, *see* ECF No. 37, and the City replied, *see* ECF No. 38. Upon review of

the Parties' submissions, the Court concludes that oral argument will not aid in the disposition of this matter. Therefore, the Court will resolve the instant Motion on the briefs. *See* E.D. Mich. LR 7.1(f)(2). For the following reasons the Court will **DENY** Defendant's Motion for Summary Judgment (ECF No. 33).

II. BACKGROUND

A. Factual Background

1. Cadoura's hiring and employment history

In 1998, the City hired Cadoura as an Emergency Medical Technician ("EMT") and paramedic in the Detroit Fire Department's Emergency Medical Services Division ("EMS"). ECF No. 33-13, PageID.296. Cadoura's "Summary of Conduct" with EMS lists thirteen disciplinary actions that occurred between July 2000 and December 11, 2011, although it appears that two were overturned and three were expunged. ECF No. 33-2, PageID.264. There are no commendations listed. *Id.* On March 1, 2012, Chief Jerald James, then Superintendent of EMS, emailed Sydney Zack, then 2nd Deputy Commissioner, concerning Cadoura's behavior. ECF No. 33-3. In particular, Chief James noted that Cadoura "ha[d] continuously displayed his refusal to comply with standing policies as well as not be receptive to direction from supervisory staff" and that "several supervisors" had contacted James

“multiple times” regarding Cadoura’s behavior. *Id.* at PageID.265–66. Cadoura had additional disciplinary charges in February 2013. *See* ECF No. 33-4.

In contrast, Joseph Barney III—who served as an EMT, a paramedic, an Assistant Superintendent, a Captain of the EMS Training Academy, and a Shift Captain during his twenty-nine-year career with the City—testified that Cadoura was “a good EMT” in his opinion. ECF No. 37-3, PageID.446; *see also id.* at PageID.444. Barney testified that “the period up to the bankruptcy was a very ugly period” and that Cadoura had fought “hard to improve the lot for everybody at EMS.” *Id.* at PageID.444. Barney further testified that in 2012 and 2013, the EMS administrators gave suspensions more freely than they do presently, and that this resulted in a violation of employees’ “due process” rights under the Department’s guidelines. *Id.* at PageID.446–47. These violations included delaying the adjudication and/or appeal of employees’ disciplinary actions for a couple years. *Id.* at PageID.442. Some supervisors used these delays as a tactic for sabotaging an employee’s eligibility for promotion. *Id.* at PageID.443.

Cadoura resigned from the EMS on June 3, 2013. ECF No. 33-5. He listed the reason for his resignation as “retirement.” *Id.* at PageID.268. On June 10, 2013, Anthony Wade and Chief James completed the supervisor sections of the resignation notice form. *Id.* at PageID.269. They indicated that Cadoura had one written reprimand and one suspension in the prior eighteen months, his attendance and

tardiness record needed improvement, and that his work behavior needed improvement. *Id.* at PageID.268–69. They did not recommend Cadoura for reinstatement because he had “pending discipline [and] poor work behavior.” *Id.* at PageID.269. Brandi Richmond, Human Resources, concurred with the recommendation to not reinstate Cadoura on September 16, 2013. *Id.* at PageID.270.

Donella James—who served as an EMT, a paramedic, a Lieutenant, an Assistant EMS Supervisor, and then EMS Captain during her twenty-five-year career with the City—testified that she was not aware of any Detroit policy mandating that an employee who resigned with pending disciplinary actions be placed on a “do not rehire list.” ECF No. 37-4, PageID.453, PageID.460. However, she explained that issues such as who would be placed on a “do not rehire list” were solely the purview of the administrative office. *Id.* at PageID.460. John Sablowski—who also served as an EMT, a paramedic, a Lieutenant, and Acting Captain during his twenty-five-year career with the City—testified similarly. *See* ECF No. 37-5, PageID.467, PageID.73.

2. The earlier employment discrimination lawsuit

In May 2009, Cadoura and three other Detroit Fire Department employees filed a lawsuit against the City for violations of the ELCRA: *McCraken v. Cty. of Detroit*, No. 09-010633-CZ (Wayne Cnty. Cir.) (hereinafter “the Employment Discrimination Action”). ECF No. 33-6, PageID.273–80. Cadoura alleged that he

had not been given any meaningful opportunity to receive promotions and was passed over for promotions based on his race and ethnicity. *Id.* at PageID.276–80.

Detroit filed for Chapter 9 bankruptcy on July 18, 2013. Cadoura filed a bankruptcy claim with the United States Bankruptcy Court for the Eastern District of Michigan on February 14, 2014 for damages resulting from the Employment Discrimination Action. *See* ECF No. 33-6. On June 27, 2017, the bankruptcy court entered an order disallowing and expunging Cadoura’s claim. ECF No. 33-7.

3. Cadoura’s attempt to secure subsequent employment with the City

Cadoura testified that at some point in 2017, he spoke to Chief Sean Larkins, Superintendent of EMS, at the Fire Department headquarters and indicated that he regretted leaving the City’s employ. ECF No. 33-13, PageID.299–300. According to Cadoura, Larkins provided him a reinstatement application form and directed him to speak to Kemia Crosson, an Employee Services Consultant in the City’s Human Resources Department. *Id.* at PageID.300; ECF No. 33-16, PageID.337. Cadoura completed the form and gave it to Crosson, but he never heard back. 33-13, PageID.300. Cadoura’s recollection seems to be supported by a contemporaneous email from Chief Larkins to Crosson. *See* ECF No. 37-9. On February 24, 2017, Chief Larkins informed Crosson that she would “be receiving an application for rehire from a Richard Cadoura” and asked her to “pull his file and speak to [EMS]

prior to making any decisions.” *Id.* at PageID.508. Belinda Brown, a recruiter in the City’s Human Resources Department, testified that it was not common to pull an applicant’s file prior to making a hiring decision. ECF No. 33-18, PageID.347.

Cadoura testified that, later that year, he had a phone call with Assistant Chief Raymond Birch, who informed him that “the City was eager to bring back technicians that had a lot of experience that could mentor a lot of the younger group that were hiring in.” *Id.* Former Chief James testified that there “was a push to hire” during that period, and the Fire Department was reaching to out all former employees. *See* ECF No. 37-6, PageID.490. Thus, around November 2017, Cadoura applied for re-employment with the City as an EMT and paramedic by submitting an application and his resume. ECF Nos. 33-8, 33-9. On December 4, 2017, Brown sent Cadoura a letter indicating that he had been scheduled to take the Physical Agility Test (“PAT”) for the EMT position a few days later. ECF No. 33-10. Cadoura testified that around the time he took the PAT, he expressed surprise that he was being considered for reinstatement given his disciplinary history. ECF No. 33-13, PageID.300. Brown told him that his fifteen years of service would “weigh heavily” in the consideration. *Id.*

Brown sent Cadoura a “conditional offer of employment” on December 19, 2017 that was contingent on his successful completion of a criminal background investigation as well as driver’s license, drug screen, and pre-employment medical

evaluations. ECF No. 33-11, PageID.292. On January 9, 2018, Brown sent Cadoura a text message stating that he was “all set,” he could “put in [his] two weeks [*sic*] notice” at his current employment, and that the academy would start on January 22, 2018. ECF No. 33-18, PageID.348. Brown testified that she did not recall sending Cadoura the text message, *id.*, but Cadoura testified that he received it, *see* ECF No. 33-13, PageID.300.

Chief Larkins affirmed that in 2018, the then Assistant Superintendent of EMS (likely Birch) asked him if Cadoura and another applicant “were rehires.” ECF No. 38-2, PageID.523. Thus, Chief Larkins emailed Crosson and Brown on January 12, 2018 to verify that Cadoura was “not a rehire.” ECF No. 33-15, PageID.335. Brown confirmed that she had just received the personnel files for Cadoura and another applicant and that both were “not recommended for reinstatement.” *Id.* Chief Larkins affirmed that he “had no knowledge of why Richard Cadoura . . . [was] placed on the do not re-hire list.” ECF No. 38-2, PageID.523.

On January 13, 2018, Brown sent Cadoura a letter stating that he was no longer being considered for selection. ECF No. 33-12. Cadoura testified that Brown explained to him over the phone that the City had reviewed Cadoura’s old employee file and discovered he had been discharged and placed on a “Do Not Rehire List.” ECF No. 33-13, PageID.300. Cadoura clarified that he had resigned, not been discharged, and that he had never received an exit interview. *Id.* at PageID.301.

Brown stated that exit interviews were mandatory so that the employee would know whether he or she was eligible for rehire in the future. *Id.* Cadoura also pointed out that if he had been discharged, he should have had a show cause hearing. *Id.* At this point, Brown told him that “she though that she said too much and hung up.” *Id.*

During the hiring push, the City contacted Brian Moore, a former Detroit Fire Department paramedic. ECF No. 37-6, PageID.490–91. Donella James recalled that Moore had had an issue workplace violence and another with patient care during his initial employment with the City. *See* ECF No. 37-4, PageID.457. Former Chief James testified that he listed Moore as a do not rehire because “[h]e killed a patient.” ECF No. 37-6, PageID.489. Nevertheless, Moore was rehired. *Id.* Former Chief James had also “heard of people being rehired that were listed as do not rehire” and noted that “a whole bunch of people that had resigned and been terminated” were rehired. *Id.* In contrast, in his affidavit, Chief Larkins provided the names of three former employees, other than Cadoura, who were on the do not rehire list and were denied reinstatement and the name of a fourth employee that he thought, but was not certain, was also denied reinstatement. ECF No. 38-2, PageID.523.

B. Procedural Background

On August 22, 2019, Plaintiff filed a charge of discrimination with the Equal Employment Opportunity Commission (“EEOC”). ECF No. 33-14. His charge alleges that he made internal complaints regarding discrimination while previously

employed by Defendant. *Id.* at PageID.334. It further alleges that Plaintiff applied for an open position in November 2017, was offered the position, but had the offer rescinded because he is on a do not rehire list. *Id.*

As stated in Section I *supra*, Plaintiff initiated the instant action on November 5, 2020, bringing claims for retaliation under Title VII (Count I) and the ELCRA (Count II). *See* ECF No. 1. Defendant argues that both claims fail as a matter of law because Plaintiff cannot establish that the decisionmakers knew about his participation in a protected activity or that there was a causal connection between the protected activity and the decision not to rehire him. ECF No. 33, PageID.254. For the following reasons, the Court disagrees.

III. LAW & ANALYSIS

A. Legal Standard

Federal Rule of Civil Procedure 56(a) “directs that summary judgment shall be granted if ‘there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.’” *Cehrs v. Ne. Ohio Alzheimer’s Research Ctr.*, 155 F.3d 775, 779 (6th Cir. 1998). “A fact is material if its resolution will affect the outcome of the lawsuit.” *F.P. Dev., LLC v. Charter Twp. of Canton, Michigan*, 16 F.4th 198, 203 (6th Cir. 2021). The court must view the facts, and draw reasonable inferences from those facts, in the light most favorable to the non-

moving party. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 255 (1986). However, no genuine issue of material fact exists where “the record taken as a whole could not lead a rational trier of fact to find for the non-moving party.” *Scott v. Harris*, 550 U.S. 372, 380 (2007) (citation omitted).

“[T]he standard that a movant must meet to obtain summary judgment depends on who will bear the burden of proof at trial.” *Pineda v. Hamilton Cty., Ohio*, 977 F.3d 483, 491 (6th Cir. 2020) (citing *Celotex Corp. v. Catrett*, 477 U.S. 317, 322 (1986)). Thus, if the nonmoving party will bear the burden of proof on a claim, the movant “need only demonstrate that the nonmoving party has failed to ‘make a showing sufficient to establish the existence of an essential element’ of that claim.” *Id.* (quoting *Celotex*, 477 U.S. at 322). Thereafter, “the nonmoving party must come forward with ‘specific facts showing that there is a genuine issue for trial.’” *Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574, 587 (1986) (quoting Fed. R. Civ. P. 56(e)). Ultimately, the court evaluates “whether the evidence presents a sufficient disagreement to require submission to a jury or whether it is so one-sided that one party must prevail as a matter of law.” *Anderson*, 477 U.S. at 251–52; *see also Tolan v. Cotton*, 572 U.S. 650, 656 (2014) (“[The] general rule [is] that a judge’s function at summary judgment is not to weigh the evidence and determine the truth of the matter but to determine whether there is a genuine issue for trial.” (quotation marks omitted)).

B. Discussion

“Title VII prohibits discriminating against an employee because that employee has engaged in conduct protected by Title VII.” *Laster v. City of Kalamazoo*, 746 F.3d 714, 729 (6th Cir. 2014) (citing 42 U.S.C. § 2000e–3(a)). Likewise, “[u]nder [the] ELCRA, an employer is liable if it retaliates against an employee for having engaged in protected activity, e.g., opposing a violation of the act’s antidiscrimination provision.” *White v. Dep’t of Transportation*, 334 Mich. App. 98, 114, 964 N.W.2d 88, 96 (2020) (citation omitted). Retaliation claims pursuant to the ELCRA are analyzed under the same standard as claims pursuant to Title VII. *Rogers v. Henry Ford Health Sys.*, 897 F.3d 763, 775 (6th Cir. 2018).

A Title VII retaliation claim can be established “either by introducing direct evidence of retaliation or by proffering circumstantial evidence that would support an inference of retaliation.” *Laster*, 746 F.3d at 730 (quoting *Imwalle v. Reliance Medical Products, Inc.*, 515 F.3d 531, 538 (6th Cir.2008)). Where the plaintiff relies on circumstantial evidence, the court analyzes the retaliation claim under the burden-shifting framework articulated in *McDonnell Douglas Corp. v. Green*, 411 U.S. 792 (1973), holding modified by *Hazen Paper Co. v. Biggins*, 507 U.S. 604 (1993). *Id.* Under that framework, the plaintiff bears the initial burden of establishing a *prima facie* case of retaliation. *Id.* If the plaintiff succeeds, the burden “shifts to the employer to articulate some legitimate, non-discriminatory reason for its actions.”

Dixon v. Gonzales, 481 F.3d 324, 333 (6th Cir. 2007) (quoting *Morris v. Oldham County Fiscal Court*, 201 F.3d 784, 792 (6th Cir. 2000)). If the defendant succeeds, the “burden shifts back to the plaintiff to demonstrate ‘that the proffered reason was not the true reason for the employment decision.’” *Id.* (quoting *Texas Dep’t of Cmty. Affairs v. Burdine*, 450 U.S. 248, 256 (1981)).

To establish a *prima facie* case of retaliation under Title VII, a plaintiff must demonstrate that: “(1) he engaged in activity protected by Title VII; (2) his exercise of such protected activity was known by the defendant; (3) thereafter, the defendant took an action that was ‘materially adverse’ to the plaintiff; and (4) a causal connection existed between the protected activity and the materially adverse action.” *Jones v. Johanns*, 264 Fed. App’x. 463, 466 (6th Cir. 2007).

Laster, 746 F.3d at 730 (citation omitted).

Here, Defendant only disputes whether Plaintiff has established the second and fourth elements of a *prima facie* retaliation claim and argues that it has provided a legitimate non-retaliatory reason for its actions. *See* ECF No. 33, PageID.254, PageID.258.

1. Decisionmakers’ knowledge

First, as stated in Section II, Subsection B *supra*, Defendant argues that Plaintiff cannot establish that the decisionmakers knew of his participation in the Employment Discrimination Action. *See* ECF No. 33, PageID.254.

Defendant asserts there is no evidence in the record to support Plaintiff's allegation that Brown told him that he was not eligible to work for the City because of his prior antidiscrimination lawsuit. *See* ECF No. 33, PageID.254 (citing ECF No. 1, PageID.3). Specifically, Defendant contends that this allegation is contradicted by Plaintiff's EEOC charge and his deposition testimony regarding his conversations with Brown. *Id.* at PageID.255. Defendant also notes that Brown and Crosson both started working for the City after Plaintiff's resignation: in October 2016 and October 2013, respectively. *Id.* at PageID.257; *see also* ECF No. 33-18, PageID.345. Brown testified that she was unaware of the Employment Discrimination Action until the instant lawsuit. ECF No. 33-18, PageID.345. Likewise, Chief Larkins affirmed that he "had no knowledge of any lawsuit filed by" Plaintiff. *See* ECF No. 38-2, PageID.523.

Plaintiff counters that Chief James, who recommended that Plaintiff not be reinstated, testified that he was aware of the Employment Discrimination Action prior to Plaintiff's resignation and that "there was a buzz everywhere about it after it hit the news." ECF No. 37, PageID.396 (quoting ECF No. 37-6, PageID.487–88). Moreover, Plaintiff asserts that Chief Larkins, who had been working for the City during the Employment Discrimination Action, deviated from normal hiring

procedure in directing Crosson to pull Plaintiff's file before making a hiring decision.¹ *See id.* at PageID.398.

Viewing the evidence in the light most favorable to Plaintiff, *Anderson*, 477 U.S. at 255, the Court concludes that there is a question of fact as to whether Defendant was aware of Plaintiff's protected activity. To the extent recommending Plaintiff not be reinstated can be considered an adverse action in and of itself, former Chief James, one of the people to make that decision, testified that he was aware of the Employment Discrimination Action prior to making the recommendation. *See Nichols v. Snow*, No. 3:03-0341, 2006 WL 167708, at *18 (M.D. Tenn. Jan. 23, 2006) (“[I]t is well established that in some circumstances an employer’s negative remarks or referral comments to a former employee’s prospective employer can constitute an adverse employment action against the former employee.” (citing *Robinson v. Shell Oil Co.*, 519 U.S. 337 (1997))). His knowledge is thus sufficient with respect to that particular action.

Even if only the actual decision not to rehire Plaintiff constitutes an adverse action, there is a question of fact as to whether at least Chief Larkins knew about the

¹ Relying on the February 24, 2017 email to Crosson, Plaintiff also contends that Chief Larkins improperly “inserted” himself into the hiring process. ECF No. 37, PageID.398. This argument seems to mischaracterize the evidence, given that Plaintiff himself testified that he reached out to Chief Larkins early 2017. *See* ECF No. 33-13, PageID.299–300.

Employment Discrimination Action when making that decision. Former Chief James testified that the Employment Discrimination Action received news coverage and was widely discussed in the EMS as a result. It is reasonable to infer that Chief Larkins, who worked for the EMS at that time, would have heard about the lawsuit.² Indeed, it is implausible that someone as high ranking as Chief Larkins, even if he was not Chief at the time, would have been unaware that his division was being sued. The Court acknowledges that Chief Larkins disclaimed any knowledge of the lawsuit in his affidavit attached to Defendant's Reply—although the Court also notes that Chief Larkins affidavit does not specify when he learned of the lawsuit. Regardless, “a judge’s function at summary judgment is not to weigh the evidence and determine the truth of the matter but to determine whether there is a genuine issue for trial.” *Tolan*, 572 U.S. at 656.

The Court also notes that while Defendant produced testimony from Brown and an affidavit from Chief Larkins disclaiming their knowledge of the Employment Discrimination Action, Defendant produced no such evidence for Crosson. While Crosson started working for the City after Plaintiff's resignation, she still could have

² Likewise, the Court notes that the Assistant Superintendent who first asked Chief Larkins about whether Plaintiff was on the “do not hire” list was presumably employed by the City during the Employment Discrimination Action and that this could have served as motivation for the original inquiry about Plaintiff's application. As this individual is now deceased, ECF No. 38-2, PageID.523, there is no testimony from him regarding his knowledge.

learned of the lawsuit from other employees, particularly when she was pulling Plaintiff's file and generally asking about him in order to make an employment decision. Thus, Defendant has not "demonstrate[d] that the nonmoving party has failed to 'make a showing sufficient to establish the existence of [this] element' of [his] claim." *Pineda*, 977 F.3d at 491 (quoting *Celotex*, 477 U.S. at 322).

As such, Defendant is not entitled to summary judgment on this element of Plaintiff's retaliation claims.

2. Causation

Next, Defendant argues that Plaintiff has not established a causal connection between the protected activity and the decision not to rehire him. ECF No. 33, PageID.257. Specifically, Defendant asserts that its decision not to rehire Plaintiff was based on the recommendation not to rehire Plaintiff when he resigned, which he received due to his pending discipline and poor work behavior. *Id.*

To satisfy the causation element of a Title VII retaliation claim, the plaintiff must establish "but-for-causation," *i.e.*, "that the unlawful retaliation would not have occurred in the absence of the alleged wrongful action or actions of the employer." *Univ. of Texas Sw. Med. Ctr. v. Nassar*, 570 U.S. 338, 360 (2013).

Here, viewing the evidence in the light most favorable to Plaintiff, *Anderson*, 477 U.S. at 255, the Court concludes that there is a genuine issue of fact as to whether the Employment Discrimination Action was the "but-for" case of the Defendant's

decision not to rehire Plaintiff. Plaintiff contrasts himself with Brian Moore—who had at least one instance of workplace violence, was terminated for killing a patient, and former Chief James testified was placed on the “do not hire list,” but whom Defendant nevertheless rehired during the push for more EMTs in 2017 and 2018. Plaintiff, in contrast seems to have been generally disciplined for losing equipment and insubordination, and a significant portion of his disciplinary actions were overturned or expunged. *See* ECF No. 33-2, PageID.264. Given that Moore’s disciplinary record seems more egregious than Plaintiff’s, even if not necessarily as long, a rational trier of fact could find that Plaintiff has established causation for his retaliation claims. *See Scott*, 550 U.S. at 380. Thus, Defendant is not entitled to summary judgment on this element of Plaintiff’s retaliation claims.

3. Legitimate non-retaliatory reason for Defendant’s actions and pretext

Finally, Defendant asserts that it has a legitimate non-retaliatory reason for its actions. ECF No. 33, PageID.258. Specifically, Defendant contends that it did not rehire Plaintiff because he was not recommended for reinstatement due to his pending discipline and poor work behavior. *Id.*

To demonstrate pretext, a plaintiff “must produce evidence sufficient that a reasonable finder of fact could reject the employer’s proffered reason.” *Michael v. Caterpillar Fin. Servs. Corp.*, 496 F.3d 584, 597 (6th Cir. 2007) (quoting *Haughton*

v. Orchid Automation, 206 Fed. App'x. 524, 531 (6th Cir.2006)). A plaintiff can do this “by showing that the proffered reason (1) has no basis in fact, (2) did not actually motivate the defendant’s challenged conduct, or (3) was insufficient to warrant the challenged conduct.” *Id.* (quoting *Hopson v. DaimlerChrysler Corp.*, 306 F.3d 427, 434 (6th Cir. 2002)).

Again, viewing the evidence in the light most favorable to Plaintiff, *Anderson*, 477 U.S. at 255, the Court concludes there is a genuine question of fact as to whether Defendant’s proffered reason for not hiring Plaintiff is pretextual. Specifically, there is a question of fact with respect to whether the recommendation not to rehire Plaintiff actually motivated Defendant’s decision or was sufficient to warrant not rehiring Plaintiff.

First, there is a genuine dispute whether Plaintiff was, in fact, placed on the “do not hire list” due to his pending discipline and poor work behavior, as opposed to his participation in the Employment Discrimination Action. Barney testified that Plaintiff was known for advocating and highlighting deficiencies within the EMS and that the EMS administrators used the delayed adjudication of disciplinary actions as a tactic to sabotage promotions. Thus, it is possible that some of Plaintiff’s disciplinary actions were imposed due to his advocacy activities. This is supported by the fact that so many of his infractions were overturned or expunged. Even if not, there is conflicting evidence in the record about whether the EMS has a policy

mandating that any employee who resigns with pending disciplinary action be placed on a “do not rehire list.” Former Chief James testified that he was aware of the lawsuit at the time that Plaintiff resigned. Given the evidence concerning the atmosphere at the EMS at the time, there is a genuine dispute as to whether the Employment Discrimination Action may have motivated Plaintiff’s placement on a “do not rehire list.”

In its Reply, Defendant contends that Barney’s testimony regarding Plaintiff’s disciplinary issues are time barred and possibly barred by the bankruptcy discharge. ECF No. 38, PageID.512. However, Defendant also asserts that it solely based its decision not to rehire Plaintiff on the recommendation not to reinstate, which was itself based on his pending discipline and poor work behavior. *See* ECF No. 33, PageID.258. Defendant cannot have it both ways. Plaintiff is not bringing a claim based on any conduct that occurred outside of the statute of limitations or that was alleged in the claim that was discharged in the bankruptcy proceedings. However, as Defendant implicitly notes in its own arguments, that conduct from that period is relevant to the factual basis for Plaintiff’s current claims. Thus, they are properly considered at this time.

There are also questions of fact with respect to Defendant’s decision not to rehire Plaintiff in 2018. As discussed *supra*, Plaintiff’s disciplinary record appears to be less egregious than Moore’s, both individuals were placed on the “do not rehire

list,” but Moore was still rehired. While Chief Larkins provides examples of three or four other employees on a “do not rehire list” who were denied reinstatement, Defendant does not provide details about those employees from which the Court could determine whether they are adequate comparators to Plaintiff. Additionally former Chief James indicated that several other individuals who had been terminated or placed on a “do not rehire list” were still reinstated during the hiring push. While the Court also lacks details about these individuals, including their names, Moore’s rehiring coupled with this anecdote is sufficient to create a question of fact as to whether Defendant applied the “do not rehire lists” uniformly. Thus, there is a question of fact as to whether Plaintiff’s placement on a “do not rehire list” was, in fact, the motivating factor for Defendant’s decision not to hire him or was a sufficient reason not to do so.

As such, the Court concludes Plaintiff has established pretext sufficient to survive summary judgment.

IV. CONCLUSION

Accordingly, for the reasons articulated above, **IT IS HEREBY ORDERED** that Defendant’s Motion for Summary Judgment (ECF No. 33) is **GRANTED/DENIED**.

IT IS FURTHER ORDERED that the following dates shall govern in this matter:

Facilitation/Mediation: ³	July of 2023
Motions <i>in Limine</i> cutoff:	August 1, 2023
Joint Final Pretrial Order:	August 1, 2023
Final Pretrial Conference:	August 21, 2023 at 2:00 p.m.
Motions in Limine Hearing:	August 21, 2023 at 2:00 p.m.
Trial date:	September 12, 2023 at 9:00 a.m.

The practices and procedures set forth in this Court's April 20, 2022 Scheduling Order shall remain in effect. ECF No. 22, PageID.207–13.

IT IS SO ORDERED.

/s/ Gershwin Drain

GERSHWIN A. DRAIN
UNITED STATES DISTRICT JUDGE

³ The parties shall submit the case to facilitation. A proposed stipulated order referring case to facilitation shall be submitted to the Court via the utilities function on CM/ECF no later than June 15, 2023. The proposed order must identify the facilitator and the date set for facilitation. Facilitation must occur no later than July 31, 2023.

Dated: June 8, 2023

CERTIFICATE OF SERVICE

Copies of this Order were served upon attorneys of record on
June 8, 2023, by electronic and/or ordinary mail.

/s/ Teresa McGovern

Case Manager

EXHIBIT 6D
Summary Judgment Response

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

RICHARD CADOURA,)	
	)	Case No. 20-cv-12986
PLAINTIFF,	)	Hon. Gershwin A. Drain
	)	Magistrate Judge Anthony P. Patti
VS.)	
)	
THE CITY OF DETROIT,)	
)	
DEFENDANT.)	
)	
)	
)	
)	

PLAINTIFF’S RESPONSE TO DEFENDANT’S MOTION FOR SUMMARY
JUDGMENT

NOW COMES, Plaintiff, RICHARD CADOURA, by and through his attorneys, Carla D. Aikens, P.L.C., and for his Response to Defendant’s Motion for Summary Judgment, states as follows:

1. Plaintiff admits that his Complaint brings claims of discrimination and retaliation in violation of Title VII of the Civil Rights Act of 1964, as well as a retaliation claim under the Elliot Larsen Civil Rights Act (ELCRA).(ECF No. 1)
2. Admitted. Plaintiff’s Complaint speaks for itself. (ECF No. 1).
3. Denied. Plaintiff can establish a prima facie case of retaliation in violation of both Title VII and ELCRA.
4. Neither admitted nor denied but leave Defendant to its proofs.

WHEREFORE Plaintiff, Richard Cadoura, respectfully requests that this Honorable Court deny Defendant's Motion for Summary Judgment in its entirety and grant such other relief as deemed necessary and appropriate in the Court's discretion.

Dated: February 17, 2023

Respectfully Submitted,

/s/ Austen J. Shearouse
Carla D. Aikens (P69530)
Austen J. Shearouse (P84852)
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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

RICHARD CADOURA,)	
	)	Case No. 20-cv-12986
PLAINTIFF,	)	Hon. Gershwin A. Drain
	)	Magistrate Judge Anthony P. Patti
VS.)	
)	
THE CITY OF DETROIT,)	
)	
DEFENDANT.)	
)	
)	
)	
)	

BREIF IN SUPPORT OF PLAINTIFF’S RESPONSE TO DEFENDANT’S
MOTION FOR SUMMARY JUDGMENT

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INTRODUCTION

Plaintiff, Richard Cadoura brought this Complaint on November 5, 2020, against Defendant City of Detroit (hereinafter referred to as “Detroit” or “Defendant”) for claims of retaliation in violation of both Title VII and ELCRA when he was offered a position, accepted it, and then had his job offer revoked before he could start working. Defendant has filed two motions for judgment on the pleadings (ECF No. 5 and ECF No. 16), which this Honorable Court has denied. Discovery has closed on this matter and Defendant then brought this instant motion seeking dismissal of Plaintiff’s claims pursuant to Fed. R. Civ. P. 56.

STATEMENT OF FACTS

Plaintiff began serving as an EMT and paramedic for the Detroit Fire Department in 1999, a job he held for fifteen years because of his love for what he did. (Exhibit A: Dep. of Richard Cadoura at 48-49) (Exhibit B: Dep. of Joseph Barney III at 36).¹ Mr. Cadoura was known to be a good EMT/paramedic as confirmed by Joseph Barney III, a 29-year servant for the City of Detroit.² *Id.* at 43. As Mr. Barney stated:

¹ “This is a man that was fighting hard to improve the lot for everybody at EMS...” Exhibit B at 36.

² Mr. Barney has held positions as an EMT, paramedic, assistant superintendent, Captain of the Training Academy for EMS, and a Shift Captain. See Exhibit B at 9-10.

So at the end of the day, I thought, you know, this guy never hurt anybody that I know of. Most of his discipline was based against management that was adversarial and I don't recall any patient care complaints and he treated citizens well. So I didn't see a problem with bringing him back and that's what I told Chief Burch.

Id. at 37.

During his time with the Detroit Fire Department, Mr. Cadoura was involved in a news story regarding ambulance run times as well as a lawsuit against the City. (Exhibit A at 13, 51, 65). The lawsuit dealt with issues of racial discrimination and hostile work environment, issues that were compounded by the over-issuance of discipline in 2012 and 2013. (Exhibit B at 44-45). According to Mr. Barney, the Detroit Fire Department “didn’t care” about their employees nor their disciplinary records. *Id.* During the end of Mr. Cadoura’s career with the City of Detroit, Mr. Barney stated that it “[was]n’t following [its] own rules under General Rule 61C-3,” which resulted in the due process rights of employees being violated. (*Id.* at 45-46). Mr. Barney further stated that the time when Mr. Cadoura left the Detroit Fire Department was “a very ugly period.” *Id.* at 36.

Mr. Cadoura resigned on June 13, 2013. (See Defendant’s Exhibit 4, ECF No. 33-5, PageID 268-70). On the resignation notice, it states that Mr. Cadoura was not eligible for reinstatement due to pending discipline at the time of his resignation. This is allegedly the result of a City of Detroit policy mandating the same, but even more senior members of the Detroit Fire Department had not seen

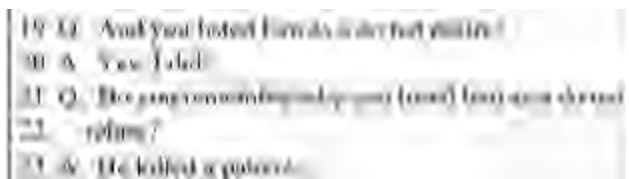
said policy. (Exhibit C: Dep. of Donella James at 35-36); (Exhibit D: Dep. of John Sablowski at 36). However, Defendant was failing to offer trial boards³ and otherwise adjudicate the disciplines being issued towards the end of Mr. Cadoura's employment and let these charges "sit for two years and there would be no adjudication of it and, you know, that impacts people negatively." (Exhibit B at 29). In fact, Defendant "had people that would charge somebody because they didn't want them to be in a supervisory capacity and, you know, with that out being adjudicated, they wouldn't be eligible to be –you know, to test out as a supervisor." *Id.* at 30.⁴

Mr. Cadoura reached out for reemployment with the City in November of 2017, a time in which the Detroit Fire Department was "reaching out to all Fire Detroit EMS employees." (Exhibit E: Deposition of Jerald James at 48) (*see also* Exhibit D at 35). Defendant even reached out to and rehired Brian Moore, a Detroit Fire Department paramedic, who "killed a patient." (Exhibit E at 42) (Exhibit C at 25).⁵

³ "Trial boards" are an administrative board that helped adjudicate appeals of discipline that did not go through the arbitration process.

⁴ Defendant never gave Mr. Cadoura an exit interview. (Exhibit A at 23).

⁵ "I know there was an issue with Paramedic Moore and another employee that was a friend that had to do with workplace violence. And I believe that Brian Moore had an issue with patient care...." (Exhibit C at 24-25).



(Exhibit C at 25:19-23). Plaintiff went through the application process and fulfilled the testing required of him by Defendant. (Exhibit A at 18-21); (Exhibit F: Candidate Rating Sheet for Mr. Cadoura in December of 2017).⁶ He was even assured that his years of service to the community would be taken into consideration for his reapplication to the Detroit Fire Department. *Id.* at 22.

Belinda Brown, from Defendant's HR department, eventually sent him a text message telling him he was hired and to resign from his then-current job. (Exhibit A at 20:21-21:1) (Exhibit G: Brown Dep. at 34:20-35:18)⁷. However, shortly after Chief Burch passed and Plaintiff had attended his funeral, Plaintiff received a phone call stating that his employment filed had been reviewed and that he had been placed on the "do not rehire" list. (*Id.* at 21:14-22:1). He was then formally denied via a letter from Ms. Brown. (*See* Defendant's Exhibit 11, ECF No. 33-12, PageID 293).

⁶ All areas were listed as passing by both Belinda Brown and Captain Daniel Walisesky.

⁷ Brown stated that she did not recall sending the text but did not deny that she sent it.

STANDARD OF REVIEW

As a threshold matter, summary judgment is appropriate only if the moving party establishes that there is no genuine issue of material facts for trial and the party is entitled to judgment as a matter of law. Fed. R. Civ. P. 56(c); *Celotex Corp v. Catrett*, 477 US 317, 322-323; 106 S.Ct. 2548; 91 L.Ed.2d 265 (1986). When considering a motion for summary judgment, the District Court "must view the evidence in a light most favorable to the nonmoving party." *Anderson v. Liberty Lobby, Inc.*, 477 US 242, 251-52; 106 S.Ct. 2505; 91 L.Ed.2d 202 (1986). Finally, the Court must accept as true to the text of the note any direct evidence offered by the nonmoving party, in opposition to the Summary Judgment motion. *Muhammad v. Close*, 379 F.3d 413, 416 (6th Cir. 2004). Ultimately, the standard of review for summary judgment is, "whether the evidence presents a sufficient disagreement to require submission to a jury or whether it is so one-sided, that one party must prevail as a matter of law." *Anderson*, (supra) 477 US at 251-52. Plaintiff submits that, utilizing this standard, the Court should reject Defendant's position and deny summary judgment.

ARGUMENT

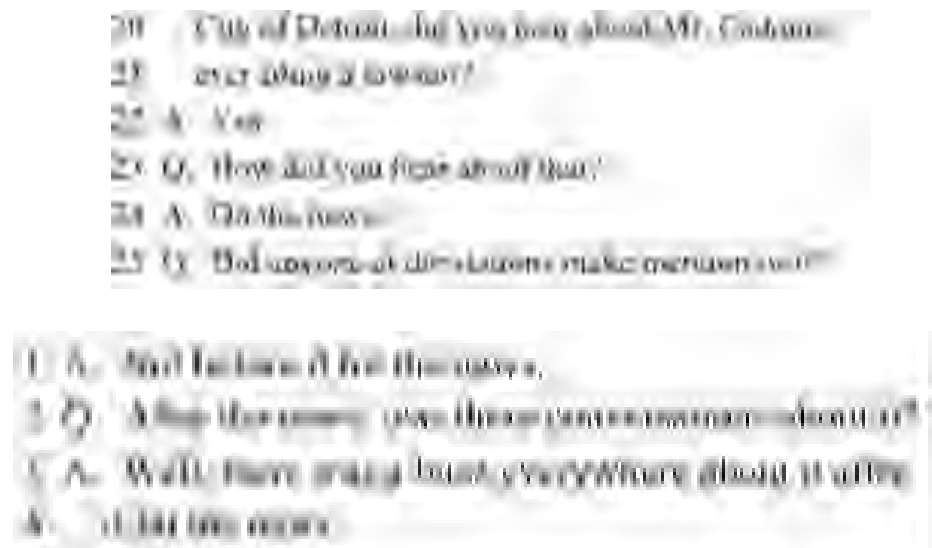
I. Plaintiff Has Properly Stated a Claim Under both Title VII and ELCRA.

Plaintiff can establish a prima facie case of retaliation under both Title VII and ELCRA by showing: (1) he engaged in a protected activity; (2) his exercise of

the protected activity was known by the defendant; (3) thereafter, the defendant took an action that was materially adverse to the plaintiff; and (4) a causal connection existed between the protected activity and the adverse action. *Barrow v. City of Cleveland*, 773 F. App'x 254, 261 (6th Cir. 2019) (citing *Rogers v. Henry Ford Health Sys.*, 897 F.3d 763, 775 (6th Cir. 2018)).

Defendant points to differences between the EEOC charge and the Complaint as evidence of “contradiction,” with the implication that this undermines his claims. However, Defendant has not cited to, nor is Plaintiff aware of, any case, rule, or statute requiring the EEOC charge to directly mirror the Complaint. Claims brought by plaintiffs are routinely given more detail and change slightly as discovery is done and/or more information becomes available. Plaintiff was placed on the “do not rehire list” due to an alleged policy Defendant has that requires such a designation when someone retires/resigns with pending discipline as well as poor work behavior. (*See* Defendant’s Exhibit 16, ECF No. 33-17, PageID. 338). Neither of these reasons stand when examined fully as set forth fully in Section (c). Defendant maintains that Mr. Cadoura’s allegation of retaliation due to his prior lawsuit is “not supported by any evidence,” stating further that “he has not established that the decisionmakers knew about his alleged protected activity...” (*See* Defendant’s Motion for Summary Judgment, ECF No. 33, PageID. 255).

However, Jerald James, a former Chief for Defendant, stated:



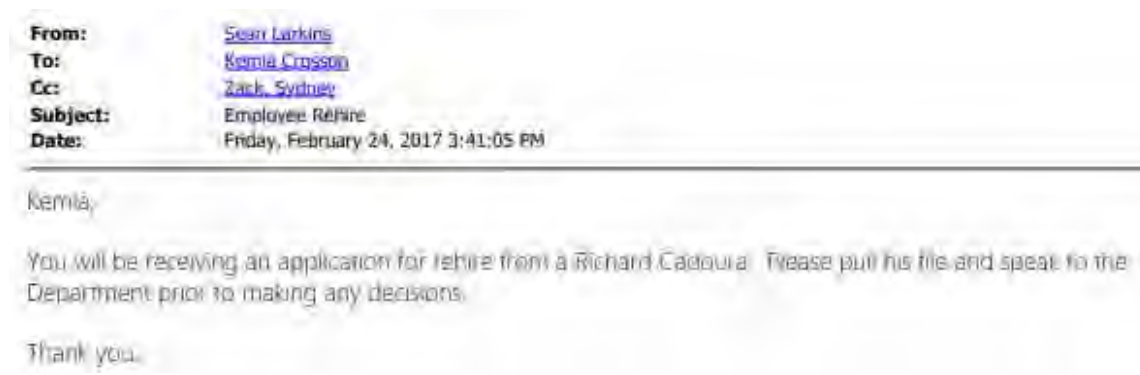
(Exhibit E at 37-38). Thus, it is clear that decision makers were aware of this lawsuit when they disciplined Mr. Cadoura, placed him on the “do not rehire list,” and denied his reinstatement. Importantly, around the time of Mr. Cadoura’s resignation, there was a surge of disciplinary issues, as Mr. Barney stated. (Exhibit B at 30). His statement, from a non-interested party, shows that the Administration used discipline as a means to suppress employees from promotion. Thus, a leap in logic is not required for a jury to find such actions were also undertaken when Mr. Cadoura was placed on the “do not rehire list” and denied reinstatement.

Given the widespread knowledge of the issues about which Mr. Cadoura complained, it is clear that Defendant created the situation for the denial of Mr. Cadoura’s reinstatement with the improper issuance of discipline even before he

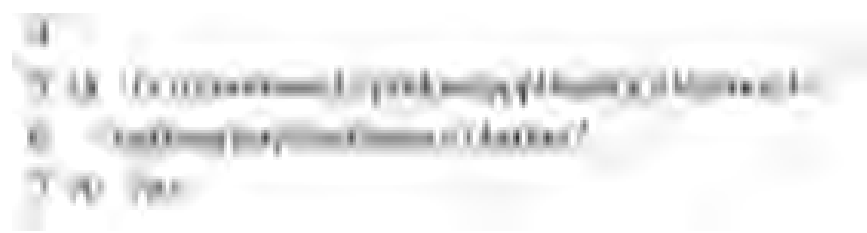
left the department, the denial of his procedural rights including an exit interview, and his denied reinstatement which prompted this lawsuit.

a. Plaintiff can establish that his protected activity was known to the decisionmakers.

The above section, which includes the statement from Jerald James, shows widespread knowledge of Mr. Cadoura's lawsuit when he was receiving the improper disciplines mentioned in Joseph Barney III's testimony. (Exhibit E at 37-38); (Exhibit B at 36, 44-45, 45-46). Further, Defendant did not cite to any evidence or testimony stating Belinda Brown and Kemia Crosson were the only "decisionmakers" involved in the denial of Mr. Cadoura's reinstatement. Defendant's own records actually support the fact that other high-ranking individuals were involved in the denial and pulled Mr. Cadoura's file, which is not normal for the process. (Exhibit G: Deposition of Belinda Brown at 29-30) (Exhibit H: February 24, 2017 Email from Chief Sean Larkins).⁸



⁸ Upon information and belief, Sean Larkins, current Superintendent of EMS, is a twenty-seven-year veteran of Defendant.



(Exhibit H and Exhibit G at 30 respectively). Chief Sean Larkins clearly had a reason to deviate from the normal procedure of hiring, as testified to by Belinda Brown. Chief Larkins was working during the time of Mr. Cadoura's lawsuit against Defendant and inserted himself into the rehiring process. There is no explanation offered by Defendant as to why Chief Larkins would deviate from the normal hiring process, particularly where Belinda Brown had already told him he would be hired. A reasonable jury could rule Mr. Cadoura's prior lawsuit, his protected activity, was known by at least Chief Larkins who clearly inserted himself as part of the decision-making process.

b. Mr. Cadoura has established a causal connection between his protected activity and Defendant's decision not to rehire him.

. The prior section shows a jury could reasonably find that the decision makers involved in denying Mr. Cadoura's rehire application knew of the prior lawsuit, his protected activity. Defendant points to the disciplinary records as evidence to support their legitimate, non-retaliatory reason for Mr. Cadoura being denied reinstatement in 2017.⁹ However, Joseph Barney III and Donella James

⁹ That reason is fully address in Section (c).

both stated Mr. Cadoura was a competent EMT/paramedic, who did not have issues with patient care. (Exhibit B at 37) (Exhibit C at 17). Section (c) sets out a full explanation as to the pretextual nature of Defendant's proffered legitimate reason for Mr. Cadoura's denial. Defendant does not have a plausible explanation for any of the oddities in this case:

- Belinda Brown from Defendant's HR stated to Plaintiff that he would be hired and should resign from his then-current employment.
- Chief Larkins asked for Cadoura's file to be pulled, which Belinda Brown stated was not normal. (Exhibit G at 30) (Exhibit H).
- Brian Moore was rehired despite resigning/quitting with pending discipline relating to killing a patient, issues with workplace violence, and a recommendation from Jerald James to be placed on the do not rehire list. (Exhibit E at 42, 51) (Exhibit C at 24).
- Multiple superiors in the Detroit Fire Department being completely unaware of the alleged Detroit policy requiring a do not rehire designation for someone resigning with pending discipline. (Exhibit C: Dep. of Donella James at 35-36)(Exhibit D: Dep. of John Sablowski at 36).

All of these facts support Mr. Cadoura's claims of retaliation as they show repeated differences in treatment and/or process. Defendant did not address Brian Moore, a comparator to Plaintiff, in its motion in any manner. His situation, as fully set forth below, provides a strong piece of evidence that Mr. Cadoura was treated differently based upon something other than his do not rehire designation based on pending discipline. When viewed in a light most favorable to Plaintiff, he

has established a genuine issue of material fact as to the matter of a causal connection.

c. *Defendant's proffered legitimate reason was merely pretextual and was not the reason for the denial of Mr. Cadoura's application.*

Mr. Cadoura can show pretext in this matter, as Defendant's proffered legitimate reason does not hold up when examined in the full light of the facts and evidence. Throughout Defendant's instant motion, references to the disciplinary record of Mr. Cadoura as well as poor work performance make up the basis of their alleged legitimate reason. However, Mr. Cadoura can offer evidence to counter this reason showing that this was merely pretextual.

First, there is Brian Moore. Mr. Moore was recommended for the do not rehire list due to an incident where "[h]e killed a patient." (Exhibit E at 42). Jerald James knew Defendant "rehired a whole bunch of people that had resigned and been terminated and etc." *Id.* at 43. Similar to Mr. Cadoura, Mr. Moore resigned prior to receiving any disciplinary action related to the incident where a patient died. *See Id.* at 51. Thus, not only did Mr. Moore have a "severe" patient care issue, but he resigned prior to receiving the disciplinary action related to that issue.¹⁰ However, unlike Mr. Cadoura, he was rehired by Defendant despite Jerald James' recommendation that he be placed on the do not rehire list for killing a

¹⁰ Defendant's argument for their legitimate reason rests on pending disciplinary action placing Mr. Cadoura on the do not rehire list.

patient. *Id.* at 42-43, 48 (See also Exhibit C at 24). Mr. Moore even had issues with workplace violence against another employee. (Exhibit C at 24). Mr. Cadoura did not have those issues and Mr. Barney, a veteran on the force, did not see a problem with bringing him back and advised the Chief Burch of the same. (Exhibit B at 37).

Further, and importantly, Brown stated that even though she was in Humar Resources, she did not know he was ineligible for rehire until Chief Larkins told her the same. (Exhibit G at 22:19-24). Brown told Cadoura that they would have told him at his exit interview when he left the City that he was ineligible for rehire, but Cadoura informed her that he never had an exit interview at all. (Exhibit A at 23). Brown further told him that, at the time he first left (which she told him was a “discharge” rather than a resignation), he should have had a disciplinary hearing if he was actually subject to discipline; but then after informing him of this, she hung up the phone saying she had “said too much.” (*Id.*)

Mr. Cadoura wanted to improve the Detroit Fire Department, yet he was not allowed to do so due to pending discipline, the same issue Brian Moore had but was allowed to return. (Exhibit B at 43); (Exhibit E at 42, 43, 51). John Sablowski, a former coworker, and supervisor for Mr. Cadoura, had no problems working with him when they were both paramedics. (Exhibit D at 27). Yet, despite his record of service and individuals like Mr. Barney recommending his reinstatement, Mr. Cadoura was denied rehire and Mr. Moore was not. This leads to two possible

conclusions: 1) Brian Moore was exempted from an allegedly mandatory placement on the do not rehire list according to an alleged policy; and/or 2) Mr. Moore was placed on the do not rehire list according to the same policy as Mr. Cadoura, but was treated differently despite having a far more severe basis for his disciplinary action.

Both conclusions are devastating to Defendant's arguments. The first would mean that Defendant did not apply this alleged policy to all of its employees equally. This would reasonably point someone to the conclusion that Defendant "picked and chose" to whom to apply this mandatory policy and selected Mr. Cadoura for some other reason than pending discipline. That reason was Mr. Cadoura's prior lawsuit, which the entire department knew about, according to Jerald James' testimony. The second explanation would mean that despite applying the policy to both individuals, one was given adversarial treatment for another reason.¹¹ Either of these conclusions could be reasonably supported by the evidence and a reasonable jury could rule the Defendant's proffered reason was merely pretextual as it relates to Mr. Cadoura based upon the information provided.

¹¹ Defendant cannot say Mr. Cadoura was not qualified as the attached Exhibit F shows Mr. Cadoura received passing grades in all areas for his candidate rating sheet in 2017.

CONCLUSION

WHEREFORE Plaintiff, Richard Cadoura, respectfully requests this Honorable Court deny Defendant's Motion in its entirety and grant such other relief as deemed necessary and appropriate in this Court's discretion.

Dated: February 17, 2023

Respectfully Submitted,

/s/ Austen J. Shearouse
Carla D. Aikens (P69530)
Austen J. Shearouse (P84852)
CARLA D. AIKENS, P.C.
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CERTIFICATION PURSUANT TO L.R. 7.1

LOCAL RULE CERTIFICATION: I, Austen J. Shearouse, certify that this document complies with Local Rule 5.1(a), including: double-spaced (except for quoted materials and footnotes); at least one-inch margins on the top, sides, and bottom; consecutive page numbering; and type size of all text and footnotes that is no smaller than 10-1/2 characters per inch (for nonproportional fonts) or 14 point (for proportional fonts). I also certify that it is the appropriate length. Local Rule 7.1 (d)(3).

/s/ Austen J. Shearouse
Austen J. Shearouse

CERTIFICATE OF SERVICE

I hereby certify that on February 17, 2023, I caused to have electronically filed Plaintiff's Response to Defendant's Motion for Summary Judgment, Brief in Support of Motion, and Certificate of Service with the Clerk of the Court using the E-file & Serve system, which will serve a copy of such filing via email to all attorneys of record.

/s/ Carla D. Aikens

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

RICHARD CADOURA,)	
	)	Case No. 20-cv-12986
PLAINTIFF,	)	Hon. Gershwin A. Drain
	)	Magistrate Judge Anthony P. Patti
VS.)	
)	
THE CITY OF DETROIT,)	
)	
DEFENDANT.)	
)	
)	
)	
)	

PLAINTIFF’S LIST OF EXHIBITS

Plaintiff submits the following exhibits to his Response to Defendants’

Motion for Summary Judgment:

- | | |
|-----------|--|
| Exhibit A | Deposition of Richard Cadoura |
| Exhibit B | Deposition of Joseph Barney III |
| Exhibit C | Deposition of Donella James |
| Exhibit D | Deposition of John Sablowski |
| Exhibit E | Deposition of Jerald James |
| Exhibit F | Candidate Rating Sheet for Mr. Cadoura in December of 2017 |
| Exhibit G | Deposition of Belinda Brown |
| Exhibit H | February 24, 2017 Email from Chief Sean Larkins |

Dated: February 17, 2023

Respectfully Submitted,

/s/ Austen J. Shearouse
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Austen J. Shearouse (P84852)
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CERTIFICATE OF SERVICE

I hereby certify that on February 18, 2023, I caused to have electronically filed Plaintiff's Exhibit List and Certificate of Service with the Clerk of the Court using the E-file & Serve system, which will serve a copy of such filing via email to all attorneys of record.

/s/ Carla D. Aikens

EXHIBIT A

RICHARD CADOURA v CITY OF DETROIT
Deposition of Richard Cadoura

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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

In the Matter of:

RICHARD CADOURA,

Plaintiff,

vs.

CITY OF DETROIT,

Defendant.

Case No. 20-cv-12986
Hon. Gershwin A. Drain
Magistrate Judge: Anthony P. Patti

ZOOM VIDEO CONFERENCE DEPOSITION OF RICHARD CADOURA

Transcript of the deposition taken in the
above-entitled matter by Zoom video conferencing, on
Thursday, January 5, 2023, commencing at or about 10:00 a.m.

APPEARANCES:

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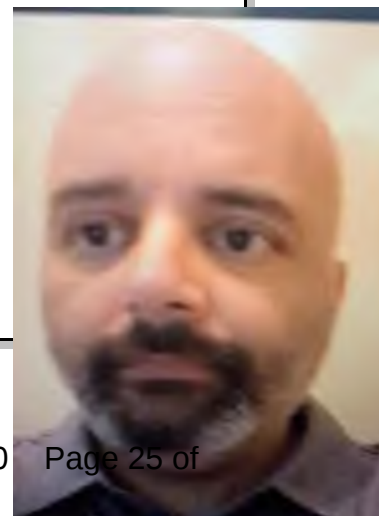
REPORTED BY: TAMARA A. O'CONNOR
CSMR-2656, CER-2656

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Deposition of Richard Cadoura

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TAMARA A. O'CONNOR

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RICHARD CADOURA v CITY OF DETROIT
 Deposition of Richard Cadoura

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<p>1 Thursday, January 5, 2023 – 10:00 a.m. 2 (Deposition taken by Zoom video 3 conferencing. The term “inaudible” is 4 used where audio fades out or audio 5 interference causes testimony to be 6 unintelligible.) 7 REPORTER: Please raise your right hand. 8 Do you solemnly swear to tell the truth, the whole truth 9 and nothing but the truth? 10 MR. CADOURA: Yes, ma’am. 11 REPORTER: Thank you. 12 MR. MCFARLANE: This is the date and time 13 set for the deposition of Mr. Cadoura in the lawsuit that 14 he filed against the City of Detroit and to be used for 15 all purposes under the Michigan Federal Rules of Civil 16 Procedure. 17 RICHARD CADOURA 18 having been called as a witness, was sworn to testify to 19 the truth, the whole truth and nothing but the truth, was 20 examined and testified as follows: 21 EXAMINATION 22 BY MR. MCFARLANE: 23 Q Sir, as this is taken via Zoom, I would ask, are you 24 alone? 25 A Yes, sir.</p>	<p>1 Q And what is your current address? 2 A Current address is 12559 Stoneridge Lane, South Rockford, 3 Michigan, Apartment 102. I’m sorry. 12559 Stoneridge 4 Lane, Apartment 102, South Rockford, Michigan 48179. I 5 haven’t changed it on my Driver’s License yet, but I am 6 in the process of moving. 7 Q And I take it based on what you just said, you’re 8 currently in the process of moving? 9 A That’s right. 10 Q Do you live with anybody else? 11 A No. 12 Q I would like to start with your employment history. 13 Prior to working for the City of Detroit, where did you 14 work? 15 A Community Ambulance. 16 Q And when did you start working for Community Ambulance? 17 A I believe it was probably the summer of '97. 18 Q And how long did you stay with Community Ambulance? 19 A I would say probably anywhere between six months and a 20 year. I was actually working for a few of their 21 companies. One was a hospital-based company and the other 22 was a private ambulance company. The other one was 23 Health Link EMS. It was under the same parent company. 24 I worked part-time for both and then when I received my 25 letter to work for the City of Detroit, I obtained</p>
Page 4	Page 6
<p>1 Q Okay. Nobody else present? 2 A No, sir. 3 Q Okay. 4 A Am I okay or do you want me to center myself a little 5 better -- 6 Q You’re absolutely fine. I’m not going to fuss over 7 whether you’re centered or not. It’s all right by me. 8 Just so you know, when I’m talking, don’t talk over me. 9 It makes it very hard for the Court Reporter. When I’m 10 talking, let me finish. I’ll try and let you finish. 11 I’m sure we’ll screw it up somewhere along the way, but 12 the less we do it, the better. 13 If you don’t understand any questions I 14 ask, just let me know because if you answer, it will seem 15 like you understood the question. 16 If you need a break, let us know and we’ll 17 take a break. Any questions before we start? 18 A No, sir. 19 Q What is your full name? 20 A Richard Najib; N-a-j-i-b. Last name is Cadoura; C-a-d-o- 21 u-r-a. 22 Q Have you ever used any other names? 23 A No. 24 Q What is your date of birth? 25 A September 3, 1971.</p>	<p>1 residency in the City which was a requirement of 2 employment and then I resigned after the, well, two weeks 3 before the academy started. So we were supposed to start 4 June 8, 1998. 5 I resigned from both jobs two weeks prior. 6 Q And then you came to the City of Detroit. Is that 7 correct? 8 A That’s correct. 9 Q And what title did you hold at the City of Detroit? 10 A They called it back then, it still could be true today, 11 it was EMMT which was an Emergency Mobile Medical 12 Technician. 13 Q Did you hold any other titles with the City? 14 A No. 15 Q Okay. And when did you leave the City? 16 A It was June 7th, 2013. 17 Q And why did you leave? 18 A I was working, you know, my regular shift with the 19 regular partner that I had and before I made the decision 20 to leave, I was brought before one of the HR personnel 21 with then Chief Gerald James and we had a meeting. 22 Apparently, they had some issue with, they 23 said that I couldn’t be clean shaven every day and I told 24 them, you know, that was never an issue before. Why is 25 it becoming an issue now and it became apparent that I</p>

3 (Pages 3 to 6)

RICHARD CADOURA v CITY OF DETROIT
 Deposition of Richard Cadoura

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1 didn't want to be discharged because they told me in that
 2 meeting that if things didn't change, then I would be
 3 subject to a discharge and I didn't want to be discharged
 4 from there.
 5 Q And so you resigned?
 6 A That's correct.
 7 Q Prior to your resignation did you have any pending
 8 discipline?
 9 A That's correct.
 10 Q And do you recall what that pending discipline was?
 11 A There was a lot. I couldn't really specify one over the
 12 other. You are talking about the most recent ones that
 13 led up to me resigning?
 14 Q If you have some in mind, I'd like to hear them, yeah.
 15 A They took issue with the fact that a camera crew was
 16 following us around. The Commissioner at the time, James
 17 Mack, stated that our times were consistent with the
 18 national average which was 12 minutes and it wasn't true,
 19 so a camera crew was following us around and they
 20 documented the fact that it wasn't correct and put the
 21 City in the public eye and everybody was focused on that
 22 and then I started receiving a lot of discipline.
 23 Q When was this camera crew following you around?
 24 A Sometime in the summer of 2008.
 25 Q Okay. And do you recall any specific discipline that you

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1 had that was still pending when you resigned?
 2 A All of it.
 3 Q All of it?
 4 A That's correct.
 5 Q None of your discipline went to Trial Board?
 6 A No.
 7 Q Did you appeal all of your discipline?
 8 A We were in the process of switching unions at the time
 9 from Operating Engineers to the POAM which is the Police
 10 Officers Association of Michigan and they stated that the
 11 discipline that I had currently would transfer over and
 12 POAM would assume responsibility for it and I never
 13 received a Trial Board for any of it.
 14 Q Do you recall a discipline for telling your supervisor to
 15 go to your truck and fuck off?
 16 A I remember that.
 17 Q Okay. And did you write a statement in that discipline,
 18 your own handwritten statement?
 19 A I don't recall.
 20 Q Did you tell your supervisor to fuck off?
 21 A Yes, I did.
 22 Q And why did you do that?
 23 A If you could bear with me, we were responding to a call
 24 on the freeway where a person was ejected out of the
 25 vehicle. There was a massive backup in traffic on the

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1 expressway, so we had to take a different route.
 2 When we arrived on scene, we found the
 3 person who was barely breathing and he was coughing up
 4 blood and his sister was sitting off to the side and she
 5 was crying hysterically and the firemen that were there
 6 were upset because it took us so long to get there. They
 7 actually responded first and we loaded him up into the
 8 ambulance and some doctor happened to be there on the
 9 side of the freeway and wanted to assist and he asked if
 10 he could ride in the ambulance.
 11 My Lieutenant at the time stated that he
 12 could, so we transported him to Detroit Receiving and
 13 then when we delivered care over to the staff, one of the
 14 staff members pointed out that I had blood or some tissue
 15 from the patient on my shirt and I went to go take it off
 16 so I could put it in a biohazard bag and as I was coming
 17 outside, Lieutenant John Sablowski was talking to my
 18 partner who was Jeff Sebree at the time.
 19 I asked him if there was something wrong
 20 and he said he was conducting an inquiry about a patient
 21 abandonment and when I asked him what he was implying, he
 22 said that you left the girl there and didn't make sure
 23 that she was attended to.
 24 Well, there was an EMS lieutenant on scene
 25 and I was in the back attending to the patient and Jeff

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1 Sebree who was my partner, he's also an EMT, stated that
 2 the other ambulance was there because we called for more
 3 resources. He told him through the window that the girl
 4 was sitting off to the side of the road and that we would
 5 be leaving. There was an EMS Lieutenant there. He
 6 understood exactly what was happened and we transported.
 7 When we got to the hospital, he was
 8 conducting an inquiry for some allegedly abandonment and
 9 he tried to talk to my partner and I told him if you're
 10 trying to imply any discipline or any investigation that
 11 could lead to discipline, I'm invoking my Weingarten
 12 rights as well as for Mr. Sebree because I don't know
 13 where you're going with this.
 14 I don't even know where the charge was
 15 actually initiated from. I believe it was from then
 16 Captain (inaudible) James, which was Chief Gerald James'
 17 wife. She was also an administrative officer and the
 18 Lieutenant got mad because I wouldn't answer any of his
 19 questions which was not being insubordinate.
 20 I invoked my Weingarten rights. I didn't
 21 want to speak until I talked to a Union representative
 22 based on what the issue was. Then as I was walking away,
 23 the Lieutenant focused his attention on the fact that I
 24 wasn't wearing my duty shirt and I told him that it had
 25 blood on it and he told me, "I don't care. You put it

4 (Pages 7 to 10)

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1 back on. I'm ordering you to put it back on."
 2 I said, "It's contaminated and I'm not
 3 doing it," and he started to come towards me. This is a
 4 Lieutenant that I worked with when he was a paramedic on
 5 the ambulance. I worked with him on multiple occasions
 6 and we had a good working relationship.
 7 I couldn't understand what was going on at
 8 this particular time, but there was some urgency for him
 9 to start something and the situation got heated and I did
 10 say it. I was disappointed in the fact that he was one
 11 of my commanding officers and somebody that I had respect
 12 for and for him to imply that I would put on a bloody
 13 soaked shirt to me was just with, all due respect, bad
 14 judgment on his part.
 15 Q Understood. I'm going to show you a document that I'll
 16 have marked as Exhibit 1.
 17 (At 10:12 a.m., Defendant's
 18 Exhibit 1 marked)
 19 Q (By Mr. McFarlane) Can you see that document, sir?
 20 A Yeah.
 21 Q Does this look familiar?
 22 A Yeah.
 23 Q Okay. Are you aware if you wrote this?
 24 A That's correct. That's my signature.
 25 Q Okay. So would this be your statement regarding that

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1 altercation?
 2 A That's correct.
 3 Q Okay. Thank you. Is there any other specific discipline
 4 that you remember that was pending when you resigned?
 5 A As a result of the media story, I did have my shirt
 6 untucked for a brief moment when I was on camera. I was
 7 called in by Assistant Superintendent Joe Wilson and I
 8 believe I received a 48-hour suspension for that.
 9 Q Did you serve that suspension?
 10 A I don't recall. I probably did.
 11 Q When you resigned from the City of Detroit, were you
 12 eligible to collect a pension?
 13 A At the time I wasn't sure because the City was on the
 14 verge of bankruptcy prior to me leaving, so I wasn't sure
 15 what that would entail after.
 16 Q Did you ever receive any pension payments from the City
 17 of Detroit?
 18 A If I did, I would be eligible this year. This would be
 19 my 25th year of service.
 20 Q Speaking of the bankruptcy, are you aware if – okay, so
 21 let's go back. So prior to your resignation you had a
 22 lawsuit against the City of Detroit. Is that correct?
 23 A Say that one more time.
 24 Q Prior to your resignation did you have a lawsuit against
 25 the City of Detroit?

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1 A That's correct.
 2 Q And when was that lawsuit filed?
 3 A About probably by Norm Yatooma probably sometime probably
 4 2008 maybe when all the issues started happening.
 5 Q And what were you alleging in that lawsuit?
 6 A I don't recall. There were some documents, you know,
 7 that they presented. It was part of a class action.
 8 There were several other participants that were involved.
 9 Then Lieutenant Mike Kearns was involved. Lieutenant
 10 Mike Christy was involved and then there were probably
 11 several other people.
 12 Q And what happened with that lawsuit?
 13 A At the time that the City was filing for bankruptcy, the
 14 attorney, Elias Muwad, called me and said that the City
 15 was filing for bankruptcy, so whatever settlement I would
 16 get, it would be pennies on the dollar and that he could
 17 no longer represent me, so I called the City of Detroit
 18 Law Department and spoke with Letitia Jones and she asked
 19 me – I told her that I'm no longer represented by Counsel
 20 and she hung up on me.
 21 Q Did you or your attorney at the time file a claim with
 22 the bankruptcy court?
 23 A No. To my knowledge, no.
 24 Q Not that you know of. Okay. Do you know what happened
 25 within the bankruptcy court regarding your lawsuit?

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1 A No.
 2 Q Did your attorney ever inform you about any filings
 3 within the bankruptcy court regarding your lawsuit?
 4 A No. Not to my knowledge.
 5 Q So after you resigned from the City of Detroit, where did
 6 you go next?
 7 A At the time, I was currently working with the Riverview
 8 Fire Department. It was part-time employment.
 9 Q And when did you begin working for Riverview?
 10 A When I became a paramedic.
 11 Q And do you know what year that was?
 12 A It was I believe in the beginning of 2008.
 13 Q So from 2008 to 2013 you were working part-time with
 14 Riverview?
 15 A That's correct.
 16 Q And you said how many hours were you doing at that point?
 17 A The required minimum of part-time. I think at that time
 18 it was required to work either 48 or 54 hours a month.
 19 Q And how many hours were you working at the City of
 20 Detroit?
 21 A The standard which was 84 hours bi-weekly.
 22 Q So bi-weekly.
 23 A With option of overtime. I mean, they had a lot of
 24 vacancies to fill.
 25 Q When you resigned from the City did you maintain part-

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<p>Page 15</p> <p>1 time at Riverview or did you go full-time? 2 A They were part-time. Also, I was working at Harper 3 Hospital as a contingent EMT. 4 Q Harper Hospital, and when did you start working there? 5 A I want to say probably 2004 to 2008, so right around the 6 time, I believe, when I got my paramedics license. Right 7 around that time. 8 Q How many hours did you put in at Harper Hospital? 9 A It was contingent employment, so I was only required to 10 work eight hours a month. I sometimes would work no more 11 than 24 hours a week. 12 Q When did you or have you separated from employment with 13 Riverview? 14 A Yes, I have. 15 Q Okay. And when was that? 16 A 2015. 17 Q And why did you leave Riverview? 18 A I was discharged. 19 Q And what were you discharged for? 20 A I actually don't know. There were a list of charges that 21 were applied. They didn't specify any specific one. 22 Q What was the list of charges that you can recall? 23 A I guess I had a disagreement. I'll answer your question 24 first. I believe it was insubordination was one and they 25 said that I was recording some meetings without prior</p>	<p>Page 17</p> <p>1 Q And did you stay with Riverview at that point? 2 A For about a year. 3 Q And then you said you left in 2015? 4 A No. 5 Q When did you leave? 6 A I believe it was probably 2018. 7 Q 2018. Why did you leave in 2018? 8 A I was discharged a second time. 9 Q Okay. And what was that discharge? 10 A Again, it was from the same person, Cliff Rosbohn. Well, 11 no. I take that back. They had appointed a Fire Chief. 12 Q And who was that? 13 A I'm trying to think of his name. I can't recall. 14 Q And what were the charges? 15 A A few that were pending. I don't recall. 16 Q And did you grieve it? 17 A No. 18 Q Why not? 19 A I settled with the Department. 20 Q And when you say "settled," had you filed a lawsuit? 21 A That's correct. 22 Q And when did you file that lawsuit? 23 A I don't recall. Around the time possibly when I was 24 discharged the first time. 25 Q Do you recall when your last day of employment with</p>
<p>Page 16</p> <p>1 authorization, that I was - a couple other things. I 2 don't have a list. There's probably about 25 or so 3 things. 4 The Police Chief at the time, he was the 5 Public Safety Director and he didn't really oversee the 6 Fire Department. He was mainly overseeing the Police 7 Department and he had an Assistant Chief at the time. 8 His name was Michael Pool. 9 He was just there to take care of 10 administrative issues. When it came to discipline, it 11 would come from the Public Safety Director. 12 Q And is that who disciplined you? 13 A That's correct. 14 Q And were you in a union at Riverview? 15 A That's correct. 16 Q And what was the name of that union? 17 A I believe it was AFSCME, I believe. 18 Q Was it a Local or just the overarching AFSCME Union? 19 A No, it was a Local. I don't recall the Local number 20 itself. 21 Q Did you appeal your discharge? 22 A I did, because I was the elected Vice-President of our 23 Local. 24 Q And what was the result of that grievance? 25 A I was returned back to duty.</p>	<p>Page 18</p> <p>1 Riverview was? 2 A That I couldn't tell you. It was probably the last full 3 day that I worked was the day that I was suspended and 4 then I received the termination letter in the mail. 5 Q Was that before or after you applied to the City of 6 Detroit for the second time? 7 A Actually, I applied before that. I applied for 8 reinstatement prior to going through the application 9 process. I believe it was back in 2017. 10 Q And what was the result of your reinstatement request? 11 A I never heard anything back. I actually went to Fire 12 Department Headquarters which was located, I believe, on 13 Michigan and Third. It was the old MGM Grand Casino 14 building and I had spoken with the superintendent, Shawn 15 Larkins. 16 Q Okay. 17 A I had worked with him for several years on the ambulance 18 at different stations. I had a good relationship with 19 him. Somebody told me that I could call him and then 20 when he stated that I could come down there and talk to 21 him, I made an appointment and then I was able to pass 22 through security and then he met me downstairs and walked 23 me back upstairs and we had a little talk. 24 He asked me how things were going since I 25 left and I said, "Well, you know, a lot of things</p>

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<p>Page 19</p> <p>1 happened as a result of the Detroit story and the 2 controversy and everything that was going on that some of 3 my current employers weren't too happy about that." 4 I said, "You know, I probably never should have left." 5 So he had somebody come down from Fire Department HR and 6 I want to say I believe her name was Kemia. Kemia Brown, 7 possibly. 8 Q If I said Kemia Crosson, would that -- 9 A Kemia Crosson. There we go, and then he handed me a 10 reinstatement letter. I filled it out and Ms. Crosson 11 you said is her name? 12 Q I don't know if that's who you spoke to, but there is a 13 Kemia Crosson that I'm aware of that works in Fire from 14 HR, so I'm just asking if that's her. If you don't 15 recall, that's okay. 16 A She came downstairs and I handed her the letter, the 17 reinstatement letter, which usually when you fill out 18 documentation, they're required to make copies and then 19 issue one of them back to you and then they keep two. 20 It's always been Fire Department standard that they give 21 you some kind of documentation from, you know, whatever 22 meeting you had or whatever documents you submitted. 23 I never received anything and I never 24 heard anything back. 25 Q And then at some point did you apply for a position at</p>	<p>Page 21</p> <p>1 because I would be returning back to the City of Detroit. 2 Q Okay. And you said Ms. Brown was the HR Director? 3 A I didn't know exactly her position if she was part of 4 Fire Department HR or if she was general City HR. At the 5 time I didn't know. 6 Q So you're not sure if she's an HR Director or not? 7 A She was. 8 Q Okay. 9 A To my understanding. 10 Q Did you have any other communications with Ms. Brown at 11 that time other than the text message? 12 A We spoke on the phone. 13 Q And when did you speak to her on the phone? 14 A Well, in the text message that I received. It was after 15 Assistant Chief Raymond Birch passed away. The day after 16 I was interviewed, he passed away and then I attended his 17 funeral and then about a week later possibly, I received 18 a text message asking if I could call her. This is Ms. 19 Brown. 20 I called her and she stated that they 21 would have to withdraw their offer of position as 22 paramedic with the City of Detroit Fire Department. 23 Q And did she state anything else? 24 A She stated that apparently they reviewed my employee file 25 and that it stated that I was discharged and placed on a</p>
<p>Page 20</p> <p>1 the City of Detroit after that? 2 A That's correct. 3 Q Okay. And what position did you apply for? 4 A At the time, they said that I could apply for a paramedic 5 position at the City of Detroit. 6 Q And do you know when you applied? 7 A I'm sorry? 8 Q Do you know when you applied? 9 A No, shortly after that. Probably sometime in late maybe 10 the middle 2017, late 2017. 11 Q And after you applied did you hear back? 12 A That's correct. The point of contact that I had was back 13 then he was Assistant Chief, Raymond Birch. I had spoken 14 to him on the phone and he said that the City was eager 15 to bring back technicians that had a lot of experience 16 that could mentor a lot of the younger group that were 17 hiring in. 18 I told him that I was interested and then 19 I applied, so he was my point of contact from that point. 20 Q And did you get a job offer from the City? 21 A After the process was completed, I was contacted by text 22 message from the HR Director, Ms. Brown. She sent me a 23 text message saying -- it was either email or text message 24 that said that I was offered the position and upon 25 accepting it, I could resign from my current employment</p>	<p>Page 22</p> <p>1 Do Not Rehire List. 2 With all due respect, Counsel, is it okay 3 if I sip on something so that I can keep my throat clear? 4 Q Absolutely. Go for it. 5 A All right. Thank you. Did you want me to finish that? 6 Q Yeah, go ahead. 7 A So around the time when they were doing the physical 8 agility test which is the physical portion of the 9 requirement to enter into employment with the City of 10 Detroit Fire Department EMS Division, at the time I was 11 talking with Ms. Brown there and she stated to me, "Mr. 12 Cadoura, you have a look of concern on your face." 13 I said, "Honestly," I said, "it's kind of 14 a surprise that I'm actually, you know, being considered 15 to come back for reemployment with the City." I said, "I 16 received a lot of discipline in the past and I thought 17 that that would be an issue." 18 She said that my 15 years of service or 19 just one day shy of 15 years, she said, "Your service 20 record will weigh heavily on your return. You spent a 21 lot of years with the City of Detroit Fire Department and 22 that would weigh heavily." 23 They gave me some sense of reassurance. The 24 vibe that I got from then Assistant Chief Joe Barney, he 25 just seemed like he was distant, didn't really say much,</p>

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<p>1 couldn't understand. I worked with him, you know, for 2 many years. There were no issues that I could remember 3 and then after that when I spoke to her, I said, that 4 night that she called me to tell me that I wasn't going 5 to be able to come back, and she told me that I was 6 discharged and I said, "I wrote a resignation letter and 7 it was acknowledged and then they paid me out for my time 8 several months later." 9 I was not aware of any discharge from 10 employment and she said that on my exit interview, they 11 stated that I was recommended to not be rehired. I told 12 her that I never received an exit interview. She stated 13 that it was mandatory that I receive an exit interview 14 because at that point is when they tell you if you're 15 eligible for rehire in the future or if you're not. 16 She said at the time, I said, "So if I was 17 discharged from the Fire Department, then I would have to 18 have a show cause hearing as to why I was being 19 discharged. There had to have been some discipline that 20 preceded that." 21 She told me that she thought that she said 22 too much and hung up. 23 Q And that was the last conversation you had with Ms. 24 Brown? 25 A That's correct.</p>	<p>1 A I don't recall. Are you saying email? 2 Q Do got an email you said? 3 A No. With all due respect, I'm asking is this an email or 4 was this a hard copy letter that they mailed? 5 A I have a copy of and the blacked out portion on the top 6 is your address. We've redacted that in discovery, but 7 as far as I can tell, this is a letter addressed to you 8 that was in your personnel file. I'm just trying to 9 verify if you recall receiving it? 10 A Possibly, but I don't recall. 11 Q Okay. And do you know when you attended the physical 12 ability test? 13 A I believe I read in there that it said that it was 14 December 7th. 15 Q Does that seem accurate? 16 A I would say yes. I mean, I don't recall exactly, but if 17 that was the date, I did attend. 18 Q And do you recall receiving a letter from the City 19 informing you that you were no longer being considered 20 for employment? 21 A I don't recall receiving that. 22 Q I'll share with you what will be marked, I think I'm on 23 Exhibit 4. 24 (At 10:37 a.m., Defendant's 25 Exhibit 4 marked)</p>
Page 24	Page 26
<p>1 Q And did you receive – I want to go over some documents. 2 Did you ever receive a letter from the City regarding an 3 offer of employment? 4 A I believe I did. 5 Q Let me show you what I'll have marked as Exhibit 2. 6 (At 10:34 a.m., Defendant's 7 Exhibit 2 marked) 8 Q (By Mr. McFarlane) Does this document look familiar? 9 A That's correct. 10 Q And do you recall receiving this? 11 A I don't recall. 12 Q Do you recall responding to the City and providing your 13 name, date of birth, and Driver's License and the other 14 information requested? 15 A That's correct. 16 Q So you did provide that information to the City? 17 A To my recollection, yes. 18 Q Do you recall receiving a letter to go to the physical 19 agility test? 20 A That's correct. 21 Q I'm going to show you what I'll have marked as Exhibit 3. 22 (At 10:35 a.m., Defendant's 23 Exhibit 3 marked) 24 Q (By Mr. McFarlane) And do you recall receiving this 25 letter?</p>	<p>1 Q (By Mr. McFarlane) Do you recall this document? 2 A No, I don't recall. 3 Q Do you know when you spoke to Ms. Brown when she informed 4 you that you were no longer being considered for 5 employment? 6 A I received a text message stating when the academy was 7 going to start which was January 2nd of 2018. It was 8 prior to, I believe, the first of the year. 9 Q Prior to the first of the year. 10 A It may have been. I believe it was just about two weeks 11 outside of when the academy was supposed to start. 12 Q And at that time were you still employed by Riverview? 13 A No. 14 Q So at the end of 2017 you were no longer employed by 15 Riverview? 16 A That's correct. 17 Q I thought earlier you told me you were still at Riverview 18 in 2018? 19 A At the time that I applied I was just in the process of 20 being reinstated, so I wasn't at the time employed. I 21 started sometime probably in the beginning of 2018, so 22 right around that time, but at the time the decision was 23 made for me to go to the City of Detroit, I was in the 24 process of – there was a delay from sometime, I believe, 25 in October until like the first of the year for me to be</p>

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Page 27	1 reinstated, so there was a time when I did receive 2 information from the Arbitrator and there was some kind 3 of delay about returning me back. 4 Q Do you know the return to work date? 5 A I believe it was – no, I don't. 6 Q Okay. Was it early, mid-January, late January? 7 A I think it was the beginning of January. 8 Q When you were reinstated, did you receive any back pay 9 award? 10 A No. 11 Q You were reinstated, no back pay? 12 A In the Arbitrator's ruling, he believed that I was off 13 for 16 months. He believed that a two-month suspension 14 would have been appropriate instead of discharge and the 15 Union declined to pursue the back pay. 16 Q Did you have any other employment other than the ones 17 we've spoken about? 18 A Yes, I did. 19 Q Okay. What other employers did you work for? 20 A The City of Woodhaven. 21 Q And when did you work for the City of Woodhaven? 22 A I believe it was August 27, 2015. 23 Q Okay. Until when? 24 A I would say probably two months ago. 25 Q So that would be November-ish of 2022?	Page 29	1 or were you just discharged? 2 A They said that there was a comment that I made to a 3 female firefighter that was on probation. 4 Q And what comment did they allege that you made to a 5 female probationary employee? 6 A I don't recall because I didn't see any specific 7 statement that she wrote. They paraphrased some things 8 and then pursuant to her interview, they interviewed 9 several other female firefighters. Some of them were my 10 superiors and whatever issues they brought up, it was 11 unbeknownst to me that there was any kind of problem 12 because it was never brought up to me. 13 Q When they discharged you did they provide you either an 14 investigation or a fact sheet or anything tell you why 15 you were being discharged? 16 A It was an unsworn meeting. It was a Garrity hearing the 17 first one which I had Union representation there and I 18 was told before, the day before that I was suspended by 19 Mr. Kyle Fowle who was also an employee with the City of 20 Detroit Fire Department at the time — 21 REPORTER: The last name, please? 22 THE WITNESS: Fowle; F-o-w-l-e. 23 REPORTER: Thank you. 24 Q (By Mr. McFarlane) You said he was a City employee as 25 well?
Page 28	1 A October or November. 2 Q October or November of 2022. Okay. 3 A That's correct. 4 Q And why did you leave Woodhaven? 5 A Discharged. 6 Q And what were you discharged for from the City of 7 Woodhaven? 8 A I contested their promotional process. I stated to them 9 that – there was a new Chief appointed. He was a 10 Captain, Brad Miles. He was promoted to Chief and in 11 their contract, the previous one, stated that they would 12 use seniority as a means of promotion. I was the senior 13 paramedic fireman. 14 They switched unions and either that 15 language was removed. The City Manager who I had issues 16 with in the past wanted the seniority element to be 17 removed. They initiated some testing, written testing. I 18 took the test. I complied with all the requirements. 19 They were upset that I was concerned about the process 20 that they were using and then I did the interview. 21 They said that I scored the highest on the 22 interview. I don't recall seeing my test scores. 23 Everybody else knew what my test scores were but me, and 24 I was discharged. 25 Q And were there any specific charges drafted against you	Page 30	1 A That's correct. He at the time separated from Detroit to 2 pursue employment with the City of Livonia. 3 Q So he was a former City employee that was going to 4 Livonia? 5 A Permanent. That's correct. He was the one that was 6 instrumental in putting myself and Assistant Chief 7 Raymond Birch at the time in contact. 8 Q Okay. Do you know when he left the City of Detroit? 9 A I don't recall. 10 Q Okay. So you had a Garrity Interview. What happened 11 after the Garrity Interview? 12 A They informed me that I was going to have a Loudermill 13 Hearing. 14 Q Did that hearing go forward? 15 A I'm sorry? 16 A Did that hearing go forward? 17 A That's correct. 18 Q And when did that hearing go forward? 19 A I don't recall when the date was. It was probably a 20 couple weeks after the Garrity. 21 Q And then what happened at the Loudermill Hearing? 22 A They just told me the person who was conducting the 23 meeting which was not the City Manager, I really don't 24 know who he was. He just told me that they didn't 25 believe anything I had to say and that concluded the

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1 meeting.

2 Q Did you ever receive written charges?

3 A No.

4 Q No. Did you appeal the discipline?

5 A The Union sent me an email. At first, they had a

6 representative from the Union. I can't remember his

7 name. He was a retired policeman with the City of

8 Woodhaven that somehow he managed to become our

9 bargaining agent for same city that he retired from and

10 he left the Union, so I had no representation and then at

11 the time I was told by the full-time Union representative

12 that Gerald James would be overseeing my case with the

13 City of Woodhaven.

14 Q Did Gerald James work for the City of Woodhaven?

15 A No. He was a representative with the Michigan

16 Association of Fire Fighters.

17 Q And what did they have to do with your Union procedure,

18 if you know?

19 A Because it was a discharge and I don't recall seeing what

20 the process was, my understanding is that I was

21 represented by the business agent for the Union and

22 because he left, they were going to have Gerald James

23 look at it and he was going to look into the matter and

24 then they abruptly turned it over to somebody else which

25 I don't remember what his name is.

Page 32

1 Q So it went from Gerald James to somebody else?

2 A That's correct.

3 Q What Union were you in at Woodhaven?

4 A The Michigan Association of Fire Fighters.

5 Q Do you know how the Hearing Officer – I don't know if

6 that's the right term. Are they called Hearing Officers?

7 Do you know what they're called that oversee the

8 discipline cases?

9 A To my understanding, they're referred to as a business

10 agent.

11 Q So Gerald James would have been the business agent?

12 A I don't know what his title is there, but he was assuming

13 the role.

14 Q Okay. And do you know how the business agent position

15 is, like, are there more than one business agent?

16 A I have no idea what their organizational structure is.

17 Q And for your Union was there a Local or was it just

18 Michigan Association of Fire Fighters?

19 A It was a Local.

20 Q And do you know your Local?

21 A I don't recall what the number was.

22 Q Okay. And so then it went from Gerald James to somebody

23 else and you said you don't recall that individual's

24 name. Correct?

25 A That's correct. I met him one time. It was another

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1 hearing that they had. I don't remember what they called

2 it. It was another meeting.

3 Q And what happened at that meeting?

4 A The gentleman that was my representative said that we're

5 going to tell them that their allegations are baseless,

6 that there's nothing to support whatever their

7 allegations are and that we're going to proceed through

8 the process.

9 Q Is that process still ongoing or is it concluded?

10 A No. I received a letter from the Union stating that they

11 were not going to pursue the grievance.

12 Q And when did you receive that letter?

13 A It was an email.

14 Q Do you know when you received that?

15 A Probably about three weeks ago.

16 Q And is there any appeal process or is that the end of the

17 grievance procedure?

18 A I thought about contacting the Michigan Employment

19 Relations Commission to challenge the Union's decision

20 and the Employer's decision to terminate initially.

21 Q And did you contact MERC?

22 A Not yet.

23 Q So is that something you're still considering?

24 A I've have issues with this Union before when I was

25 working with the City of Flat Rock which was in between

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1 Riverview and Woodhaven.

2 Q Let's talk about you said City of Flat Rock?

3 A That's correct.

4 Q And when did you work for the City of Flat Rock?

5 A Around the time that I was discharged from Riverview. I

6 would say probably 2016.

7 Q And when did you leave the City of Flat Rock?

8 A I was there for pretty much the duration of the time that

9 I was terminated from Riverview, so around the time when

10 I think it was the summer or the fall of 2017.

11 Q So did you leave Flat Rock when you went back to

12 Riverview?

13 A No. I was actually maintaining employment with three

14 departments.

15 Q So you maintained employment with Flat Rock while still

16 at Riverview?

17 A When I was coming back to Riverview.

18 Q Are you still working with Flat Rock?

19 A No.

20 Q Do you know when that employment relationship ended?

21 A I want to say I know they weren't happy with the fact

22 that I told them that I was returning to Detroit, that I

23 was pursuing returning back to the City of Detroit. I

24 want to say, you know, honestly, I don't recall the exact

25 date.

10 (Pages 31 to 34)

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1 Q Can you give me a year; 2017, 2018?
 2 A Probably 2018.
 3 Q And why did you leave the City of Flat Rock?
 4 A I was supposed to come off probation the preceding year
 5 which was 2017 on or about December 6th or 7th. I made
 6 an agreement to have a 12-month probation. At that time,
 7 I would come off probation and be on the roster as a
 8 part-time fireman/paramedic.
 9 My probation was extended, but it was
 10 never articulated to me why and the Union declined to
 11 file a grievance to force the city to decide if I was
 12 going to be coming off probation or not. After returning
 13 from a call where a seven year old was unresponsive in a
 14 mobile home park, there was some issue with the response
 15 time and the next day I was interviewed by the Assistant
 16 Chief who was assuming the role of the Chief because the
 17 current Chief Vack, V-a-c-k, William Vack, was on medical
 18 and the then Chief who is now the Mayor was assuming the
 19 role of the Fire Chief and terminated my employment as a
 20 result of their investigation about the call.
 21 Q And go ahead. You said it was alleged. What was the
 22 allegation?
 23 A That I was encouraging the woman to file a complaint
 24 against the city for the poor response time which I
 25 didn't do.

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1 Q And did you receive written discipline in that case?
 2 A I heard that there was some complaint that a Sergeant
 3 made about insubordination. I never seen anything, but
 4 it implied that we didn't do our station duties prior to
 5 the shift change which he was assuming command of the
 6 shift and the person who was in charge was a lower
 7 licensed level than me, but because of his seniority,
 8 that put him in charge and told we needed to do the
 9 duties and he found something better to do.
 10 Then when there was an issue about why
 11 those duties weren't done, I told him that he could just
 12 talk to the duty officer and he declined. He wanted to
 13 hear it from me and I told him I was working on my EMS
 14 report and that's what my delay was and he didn't like
 15 the answer I gave him.
 16 Q Did you have a partner on that run?
 17 A That's correct.
 18 Q And was your partner disciplined?
 19 A No.
 20 Q Were you in a Union at Flat Rock?
 21 A That's correct.
 22 Q And what was that Union?
 23 A Michigan Association of Fire Fighters.
 24 Q And did you appeal that discharge?
 25 A At the time, Joe O'Connor was the business agent for the

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1 Flat Rock Fire Department and when I asked fire fighter
 2 Tim Webb who was the Union President for our Local, he
 3 said that I would have to talk to Mr. O'Connor about it
 4 and when I spoke to him, Mr. O'Connor, I said, "You know,
 5 I went through a lot with this department with harassment
 6 and changing the guidelines to complete probation and all
 7 the other things that happened during my employment
 8 there, including comments that were made and things that
 9 were said that were outrageous."
 10 He stated to me, "Why would you want to
 11 work for a department like that anyway," which to me it
 12 didn't seem like, my perception is that they weren't
 13 going to pursue any grievance for the discharge.
 14 Q So for their grievance process would you have to file a
 15 grievance or is it the Union's choice?
 16 A To my understanding, it's the Union's choice if they're
 17 going to pursue filing a grievance.
 18 Q And did they pursue filing a grievance in that case?
 19 A No.
 20 Q So you were discharged from Flat Rock. Did anything
 21 occur after that?
 22 A Could you repeat that?
 23 Q After you were discharged from Flat Rock, did you have
 24 any other interaction with Flat Rock?
 25 A I had a lawsuit pending after my discharge.

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1 Q Okay. And what were the claims in that lawsuit?
 2 A Well, the Fire Department was operating with expired
 3 equipment which I repeatedly reported and the day after
 4 my discharge, two people were murdered in the community
 5 and the response was from an ambulance that had under-
 6 licensed personnel in an ambulance that was set up for
 7 advanced life support and their concern was that I was
 8 going to report it to the State if they didn't make those
 9 changes. I had done - I'm sorry. Your question?
 10 Q No, go ahead. You can continue. I didn't mean to cut
 11 you off.
 12 A I just took issues with the department as an operator
 13 from the standpoint that I was reporting expired
 14 equipment as well as working with under-licensed staff
 15 doing procedures that were not in their scope of practice
 16 and I was uncomfortable with the fact that they were
 17 doing these procedures and then they would transfer care
 18 to me which I would essentially take the person to the
 19 hospital and have to explain, you know, what they did
 20 prior to me getting there and so on and so forth and I
 21 just kept raising the issue that at some point I wasn't
 22 trying to make decisions there for them, but I think that
 23 some other Commander made some poor decisions as far as
 24 transferring care to lower licensed personnel which
 25 they're not supposed to do and just different things like

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1 that and then they just wanted me to explain it and I
 2 just didn't feel comfortable doing it.
 3 Q And what was the result of that lawsuit?
 4 A It was settled.
 5 Q And when was that lawsuit settled?
 6 A Officially, I don't know.
 7 Q Was it recently or a few years ago?
 8 A Recently.
 9 Q So would it be the last year or the year before?
 10 A This year.
 11 Q This year. So 2022 or 2023?
 12 A I stand corrected. It was 2022.
 13 Q I just want to make sure. One of those odd situations
 14 where that's actually relevant today, five days ago.
 15 A I just want to state if I can to the attorney that my
 16 employment with Flat Rock, the City of Flat Rock, was
 17 quite contentious because the first day that I started
 18 there, one of the Sergeants, Ray Rich, approached me and
 19 said, he stated, "I don't like what you did in the City
 20 of Detroit and I don't like what you did in Riverview and
 21 I'm not going to tolerate any of that here. If I feel
 22 that you're going to do any of those things, you're going
 23 to be out of here."
 24 Q Go ahead. I'm just going to ask, who's Ray did you say
 25 Rick or Rich?

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1 A Rich; R-i-c-h.
 2 Q And who is that?
 3 A He was a Sergeant with the Flat Rock Fire Department. I
 4 never had any interactions with him outside of that.
 5 Q Was he your Sergeant?
 6 A He was one of the command officers that was there, not
 7 directly over me that particular day. I believe I was
 8 there to secure some equipment, you know, like PPE they
 9 call it, Personal Protective Equipment, to start
 10 responding to calls and uniforms and so on.
 11 Q And you said you had no interaction with him after that
 12 date?
 13 A That particular day, but as I would come in from home
 14 responding to calls, I would have direct interaction with
 15 him until they put me on shift which happened about six
 16 months. With all due respect, there seemed to be some
 17 theme where even with my employment with the City of
 18 Detroit that there was an issue with response times and
 19 personnel and other issues as far as, you know, the
 20 ambulances running, are they equipped to run, were there
 21 enough, were they available, and the issue with Riverview
 22 was the fact that they were concerned about if I was
 23 going to be able to dedicate a time because they were
 24 down an ambulance every day which was part of the reason
 25 why I was originally discharged.

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1 I brought awareness to the community
 2 through Facebook that there were issues with staffing and
 3 that if they needed an ambulance, that they needed to
 4 raise their concerns with City Hall. I was a Union
 5 representative at the time. My activities were
 6 protected.
 7 I felt that it was a danger to the public
 8 and they had a right to know and in Flat Rock it was the
 9 issue about the fact that this lady called for an
 10 ambulance and one didn't show up because the police
 11 department failed to initiate the ambulance response and
 12 the call was held up and they took issue with the fact
 13 that if I raised concerns about the response times and
 14 lack of response times in the City of Detroit, that I
 15 could potentially do that in the City of Flat Rock.
 16 MR. SHEAROUSE: Jason, real quick, can we
 17 take a quick five minute break so that I can get some
 18 more water?
 19 MR. MCFARLANE: Sure, no problem. We'll
 20 come back at 11:10.
 21 MR. SHEAROUSE: Thank you.
 22 (At 11:04 a.m., recess taken)
 23 (At 11:13 a.m., back on the record)
 24 Q (By Mr. McFarlane) Let's continue where we left off, Mr.
 25 Cadoura. Where did you work after the City of Riverview?

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1 A I was still employed with the Woodhaven Fire Department
 2 and Flat Rock.
 3 Q And was that in 2018?
 4 A In the beginning.
 5 Q And are you employed by Woodhaven and Flat Rock still?
 6 A No.
 7 Q Are you currently employed?
 8 A That's correct.
 9 Q And where are you currently employed?
 10 A At Octapharma Plasma.
 11 Q And can you spell that?
 12 A O-c-t-a-p-h-a-r-m-a.
 13 Q And what did you do there?
 14 A I'm what's referred to as a physician substitute.
 15 Q And what are your job duties?
 16 A To perform physicals on prospective plasma donation
 17 candidates.
 18 Q And when did you start working there?
 19 A I believe it was August 2021.
 20 Q Was there ever a time where you were unemployed from any
 21 position? Was there ever a time where you went without
 22 an employer?
 23 A No.
 24 Q Okay. So between where you are – any other positions
 25 that you are currently employed other than Octapharma

12 (Pages 39 to 42)

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Page 43	<p>1 Plasma?</p> <p>2 A No.</p> <p>3 Q Okay. So how many hours do you work there?</p> <p>4 A Anywhere between, well, we're required to work full-time</p> <p>5 hours which is anywhere between 32 and 40.</p> <p>6 Q And how many hours do you actually work?</p> <p>7 A It was a busy time this last year. They were low on the</p> <p>8 position that I carry and I was promoted to a travel</p> <p>9 position substitute, so I would travel to different</p> <p>10 centers.</p> <p>11 They're required to have medical staff on</p> <p>12 site in order to stay open and without medical personnel</p> <p>13 on staff, they can't operate.</p> <p>14 Q So how many hours were you putting in a week?</p> <p>15 A Anywhere between 40 and 70.</p> <p>16 Q And are you paid hourly or salary?</p> <p>17 A Hourly.</p> <p>18 Q And what's your hourly rate?</p> <p>19 A Probably anywhere between I think the last that I knew</p> <p>20 was \$30.57 an hour.</p> <p>21 Q I'm sorry. I missed that. Could you repeat that?</p> <p>22 A \$30.57 per hour.</p> <p>23 Q And do you have any benefits?</p> <p>24 A Full-time health benefits.</p> <p>25 Q Any dental?</p>	Page 45	<p>1 would be required to be stationed and they had some of</p> <p>2 the highest recording Benzene levels in the world which</p> <p>3 are toxic and I just didn't want to be exposed to.</p> <p>4 Q After, other than that, have you done any other</p> <p>5 employers?</p> <p>6 A I worked for Hillsdale County EMS.</p> <p>7 Q And when did you work for Hillsdale?</p> <p>8 A It was a couple months.</p> <p>9 Q And why did you leave Hillsdale?</p> <p>10 A The pay.</p> <p>11 Q And where did you go when you left Hillsdale?</p> <p>12 A Well, I was still working with Woodhaven.</p> <p>13 Q When did you leave Woodhaven?</p> <p>14 A I believe it was October or November of last year, 2022.</p> <p>15 Q And why did you leave Woodhaven?</p> <p>16 A I was discharged.</p> <p>17 Q Have we talked about that one already?</p> <p>18 A That's correct.</p> <p>19 Q I'm just trying to make sure. I got it. Okay. Any</p> <p>20 other employers between Riverview and present?</p> <p>21 A That I can recall off the top of my head, no.</p> <p>22 Q Okay.</p> <p>23 A I was working with Riverview when I became a paramedic in</p> <p>24 2008, so my employment with them ran concurrent with</p> <p>25 Detroit up until I thought was my</p>
Page 44	<p>1 A Yes.</p> <p>2 Q Any vision?</p> <p>3 A Yes.</p> <p>4 Q Any pension or 401(k)?</p> <p>5 A 401(k).</p> <p>6 Q And were there any other employers that we haven't</p> <p>7 discussed between Riverview and Octapharma Plasma?</p> <p>8 A I worked for a company called DM Care Express.</p> <p>9 Q Okay. And when did you work for them?</p> <p>10 A I'd probably say anywhere between 2015 and 2017.</p> <p>11 Q And what did you do there?</p> <p>12 A I was part of the event staff. I was a paramedic.</p> <p>13 Q And why did you leave DM Care?</p> <p>14 A A scheduling conflict between Woodhaven and Flat Rock.</p> <p>15 Q Are there any other employers that we haven't discussed?</p> <p>16 A U.S. Steel.</p> <p>17 Q And when did you work at U.S. Steel?</p> <p>18 A I would say in the spring of 2017.</p> <p>19 Q And how long did you work at U.S. Steel?</p> <p>20 A About two weeks, a little over two weeks.</p> <p>21 Q And why did that employment end?</p> <p>22 A I resigned because I would not climb a 30-story blast</p> <p>23 furnace without a safety harness. I thought the safety</p> <p>24 standards there were lacking. I didn't think that – not</p> <p>25 to mention, Zug Island is one of their facilities which I</p>	Page 46	<p>1 resignation/termination. I really don't know what you</p> <p>2 call it.</p> <p>3 Q Did you fill out any documents when you left the City of</p> <p>4 Detroit?</p> <p>5 A At the time they switched over to a computer system where</p> <p>6 we would clock in and clock out and we used to sign in on</p> <p>7 a sheet, a payroll sheet, and then we would log into the</p> <p>8 journal which would open and close a shift and then we</p> <p>9 would record any overtime and so on and then they</p> <p>10 switched to a computer system where we would clock in and</p> <p>11 clock out and then anything that the administration would</p> <p>12 need, we would do – it was a fairly new computer system,</p> <p>13 so I was still trying to figure it out.</p> <p>14 We still would write letters and so on as</p> <p>15 requested because they would have to initiate multiple</p> <p>16 copies and then they would have to sign one. They would</p> <p>17 have to sign them all and then return one to us and then</p> <p>18 keep the other two.</p> <p>19 Q When you resigned from the City of Detroit did you fill</p> <p>20 out a resignation form?</p> <p>21 A I wrote a letter. I either wrote it or I sent it in an</p> <p>22 email. I don't recall which one because I never received</p> <p>23 a copy, to my knowledge.</p> <p>24 Q I'm going to show you we'll mark – I think we're on</p> <p>25 Exhibit 5 if I'm correct?</p>

13 (Pages 43 to 46)

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1 REPORTER: Yes, Exhibit 5.
 2 (At 11:23 a.m., Defendant's
 3 Exhibit 5 marked)
 4 Q (By Mr. McFarlane) Let me share this. Have you seen
 5 this document before, sir?
 6 A I don't remember it, but it does look like my writing.
 7 Q Does this appear to be your signature here?
 8 A That's correct.
 9 Q Okay. Have you ever seen this document filled out below
 10 your signature before?
 11 A No.
 12 Q Have you ever requested your personnel file from the City
 13 of Detroit?
 14 A I did.
 15 Q And when did you do that?
 16 A After I was told that I couldn't return to the department
 17 when I received a call from Ms. Brown.
 18 Q And did you ever receive a copy of that personnel file?
 19 A I did from the City of Detroit Law Department, not from
 20 the Fire Department. I received a call from an attorney
 21 from the Law Department and when I called her back – I
 22 don't recall what her name was, but she said I'm looking
 23 at a FOIA request for your employee file and I said,
 24 "That's correct." She said, "I'm curious why they just
 25 didn't give it to you, why they forwarded it here." I

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1 said, "I don't have a clue either." Then she said, "Give
 2 us about two weeks to review the file to make sure that
 3 nobody else's names or anything appears in there and that
 4 it doesn't violate HIPPA," or, I'm sorry, not HIPPA, the
 5 guidelines, the federal guidelines for the collection of
 6 information on our EMS run reports as well as just
 7 protecting the names of other technicians and so on.
 8 Then I was told that the file was ready to
 9 be picked up. I went down to, I believe, the City-County
 10 Building. I was told that I had to pay ten cents per
 11 page, I believe. They told me it was \$33.00 I believe
 12 and .10 cents because it was 300 or so pages.
 13 Q Okay. I want to talk about the damages that you're
 14 alleging in this case. Are there any economic damages
 15 that you're alleging you suffered in this lawsuit?
 16 A I want to be clear that serving with the Detroit Fire
 17 Department was probably by far the best job that I ever
 18 had. It was an honor and a privilege serving the
 19 community, being recognized as an Emergency Medical
 20 Technician with the Fire Department and as a result of
 21 things that went on over there with, you know, the
 22 exposure of the response times and the personnel issues
 23 and everything else that went on there, the job schedule
 24 was, I mean, to nobody else.
 25 We had the best schedule ever that

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1 accommodated for time off and the money was good for the
 2 position that I was carrying and to be honest with you, I
 3 carried a lot of responsibility. I haven't found a job
 4 like that since. I enjoy what I do at the plasma center,
 5 but that job was the best.
 6 The money, I was very well paid by the
 7 City. What I wanted to do was to become a paramedic to
 8 make more, carry on more responsibility. I wanted to
 9 transfer to the Fire Fighting Division, which I wasn't
 10 allowed to do, but there was no growth and there was no
 11 opportunity to promote to Lieutenant or maybe even a
 12 Captain and I wanted to retire from that place and I
 13 would have been doing it this year.
 14 Damages are far more than economic. I
 15 loved that place.
 16 Q Let's take it in turn. So economic damages, what
 17 specific damages regarding economics? Are there any that
 18 you can tell me that you're claiming here?
 19 A I believe so. I believe that if I was able to follow the
 20 natural progression from being a paramedic which their
 21 pay last I was made aware was around \$28, and that I was
 22 told with the ability – they asked me upon returning if I
 23 was going to consider going to the Fire Academy, which I
 24 expressed interest that I was going to try to become a
 25 fireman there and they now have a cross-position pay

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1 which was an increase.
 2 I was talking to somebody the other day. I
 3 can't remember who it was. In passing they said that a
 4 lot of people were leaving the job because they were
 5 promised crossover pay which is crossover meaning that
 6 you're a fire fighter and you're an EMT or you're a
 7 firefighter and you're a paramedic and that they hire
 8 people at a higher rate than what the current EMT
 9 position carries or what the current paramedic position
 10 carries and, I mean, I could have been a fireman there
 11 working eight days a month and could have pursued outside
 12 employment if I wanted to or worked overtime when it
 13 became available.
 14 I really don't know what the possibilities
 15 could have been financially or personally. I mean, to
 16 try to obtain one of the highest positions in the Fire
 17 Department, I worked with Mr. Larkins who is the current
 18 sitting EMS Administrator and he was my paramedic
 19 partner.
 20 I worked with him for years. I thought it
 21 was the greatest thing that he got promoted to be the EMS
 22 Chief there. Did I have aspirations of joining his
 23 administration some day and possibly passing down what I
 24 learned on the job to younger people to make it a safer
 25 environment for them, I really don't know what would

14 (Pages 47 to 50)

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<p>1 happen.</p> <p>2 Q Okay. You talk about emotional or psychological damages.</p> <p>3 Are you claiming any of those here?</p> <p>4 A I don't know if that's included, but I can tell you</p> <p>5 respectfully, that is a highly trained Fire Department.</p> <p>6 The things that we do there are not done anywhere. When</p> <p>7 I applied with other departments to go work, they had a</p> <p>8 real problem with the fact that I did some things that</p> <p>9 they'll never do in their entire career and it was just</p> <p>10 over one weekend, so there was a lot of backlash with the</p> <p>11 experience that I had from Detroit.</p> <p>12 There were a lot of people that talked</p> <p>13 about wanting to work there, but they didn't have the</p> <p>14 courage to go through the training or to even apply let</p> <p>15 alone go through the training and pass it to become one</p> <p>16 of the best EMTs or firemen or paramedics in the world.</p> <p>17 I would put them against people in New</p> <p>18 York, LA, Miami, anywhere, and because of the things that</p> <p>19 happened in Detroit as far as being on TV, being on the</p> <p>20 news, and reporting the issues that were going on there,</p> <p>21 maybe my employers took notice of that and that I could</p> <p>22 possibly potentially do that at their place of employment</p> <p>23 which they did have issues like the City of Detroit did.</p> <p>24 No other departments are immune from the</p> <p>25 type of problems that the City of Detroit had with</p>	<p>1 He seemed enthusiastic at the time. There was a – I</p> <p>2 don't remember his first name, but his last name was</p> <p>3 Kazinski (phonetic), I believe.</p> <p>4 Kazinski. I'm not sure how to spell that.</p> <p>5 It starts with a K, and we messaged back and forth on the</p> <p>6 Facebook messenger and he told me that they needed me to</p> <p>7 come back to mentor some of the younger kids that didn't</p> <p>8 know what we experienced and what we went through.</p> <p>9 Between those years after I exposed the</p> <p>10 issues with a fellow co-worker about the issues with</p> <p>11 response times and so on that was going on, so I believe</p> <p>12 that there was a positive element to me returning.</p> <p>13 I'm not, you know, the second coming,</p> <p>14 respectfully. I'm not the - I'm just one person, but I</p> <p>15 believe that when I worked there, I had a lot of</p> <p>16 credibility, had a lot of respect from the people that I</p> <p>17 worked with and I was going to do my part to help move</p> <p>18 the department forward and not knowing that I wasn't</p> <p>19 going to be able to come back for whatever reason, I was</p> <p>20 devastated.</p> <p>21 I believe that I started my EMS career</p> <p>22 there even though I had a couple of years experience</p> <p>23 with, you know, Community Ambulance and Health Link, but</p> <p>24 I believe that the day that I started that job with</p> <p>25 Detroit was really the beginning of my career and I</p>
Page 52	Page 54
<p>1 personnel issues, staffing, the vehicles, maintenance,</p> <p>2 and response times. I mean, it's a problem nationally.</p> <p>3 Q Have you sought – I'm sorry. I thought you were done.</p> <p>4 A No. I think – I don't think I ever really left there. I</p> <p>5 think that my heart and my mind was always there. I was</p> <p>6 still concerned about the personnel during COVID and</p> <p>7 whatever issues were happening and I felt helpless.</p> <p>8 Like, I couldn't do anything for them. I felt that I</p> <p>9 should have been there working with them.</p> <p>10 Q Have you sought any treatment for any emotional or</p> <p>11 psychological injuries?</p> <p>12 A I was diagnosed with PTSD.</p> <p>13 Q And when was that?</p> <p>14 A I don't recall. Probably sometime after I left.</p> <p>15 Q Was that prior to the events of this lawsuit?</p> <p>16 A That's correct.</p> <p>17 Q Have you sought any treatment after the events of this</p> <p>18 lawsuit?</p> <p>19 A Just, you know, I received a lot of calls from people</p> <p>20 that either were still currently working there or had</p> <p>21 worked there. They stated that they heard I was coming</p> <p>22 back. There seemed some element of excitement. I</p> <p>23 messaged Joe Barney on Facebook messenger.</p> <p>24 I told him that I appreciated any possible</p> <p>25 way that he could help, you know, in returning me back.</p>	<p>1 wanted it to end there.</p> <p>2 Q So after you were told that you couldn't return to the</p> <p>3 City of Detroit, did you seek any treatment for any</p> <p>4 emotional or psychological injuries?</p> <p>5 A I talked to a therapist about, you know, that issue. I</p> <p>6 also tried talking to the EAP representative, I believe,</p> <p>7 assistance. It was through the Chaplin Core with the</p> <p>8 Detroit Fire Department at the time. He's now deceased.</p> <p>9 At the time it was Reverend McNeely. M-c-N-e-e-l-y, I</p> <p>10 believe. I went and spoke to him personally, told him</p> <p>11 that I couldn't understand the issues that I was going</p> <p>12 through with the Fire Department as far as the repeated</p> <p>13 discipline, the suspensions, just the overall treatment</p> <p>14 from some of my Lieutenants and Captains and there was a</p> <p>15 fair percentage of them that were providing the</p> <p>16 information to leak to the media about some of the</p> <p>17 current situations that were going on in the department.</p> <p>18 Why they didn't go and report those issues</p> <p>19 themselves, I don't know.</p> <p>20 Q When did you speak to Reverend McNeely?</p> <p>21 A I believe when I was on light duty as a result of not</p> <p>22 being able to shave every day. They wanted me to wear a</p> <p>23 hood in the event that we were exposed to somebody who</p> <p>24 was having symptoms of hepatitis or tuberculosis, that we</p> <p>25 would have to don our respiratory protection and to my</p>

15 (Pages 51 to 54)

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1 understanding that those filters were one time use.
 2 Those things were very expensive for the City to buy and
 3 they claimed that they would only buy one for me and
 4 wouldn't pay for the replacement filters or cartridges
 5 and there were other people that had them and never used
 6 them, but I spoke to Reverend McNeely about the issues
 7 that were going on.
 8 He said that he would talk to some of the
 9 administrators to find out what the issues were. I spoke
 10 with the Commissioner. Well, actually, I never met the
 11 Commissioner although every time I faced a suspension or
 12 I was placed off duty for talking to somebody in the
 13 media or it was alleged that I was talking to somebody
 14 from the media, I would immediately be placed on
 15 administrative leave pending a Commissioner's hearing.
 16 I never actually – the only Commissioner
 17 that I ever met was Don Austin. He was a Fire
 18 Commissioner for a short time. I met him on duty as well
 19 as off duty to address my concerns about the issues that
 20 were going on relevant to my discipline, my multiple
 21 suspensions.
 22 It just seemed like there was no
 23 resolution to anything that was going on there. If I
 24 would be called in because I was being disciplined, the
 25 first thing they would tell me is that it's not

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1 adversarial. They would tell me what the charge is, what
 2 the penalty is, and then I would go on immediate
 3 suspension without being able to explain the situation to
 4 determine if there was a misunderstanding or something
 5 that could have resolved the issue and I could have been
 6 replaced back to duty.
 7 It did happen one time which I was shocked
 8 that I was returned back to the field and not suspended.
 9 Q And is it fair to say that you met with Reverend McNeely
 10 before you resigned from the City?
 11 A That's correct. I was assigned to Fire Department
 12 Headquarters which was at 250 West Larned. It's
 13 currently not in existence anymore, but at the time I was
 14 assigned there and had to carry out various
 15 administrative duties and he was on the same floor we
 16 were on.
 17 So I remember going to his office. I would
 18 say good morning to him every morning.
 19 Q You mentioned that you saw a therapist. When did you see
 20 a therapist?
 21 A I can't recall. Probably sometime after that.
 22 Q Was it prior to 2017?
 23 A That's correct.
 24 Q Have you seen a therapist since 2017?
 25 A I was seeing one and then I met a different one. I

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1 didn't have insurance after I left the City, which again
 2 was a hardship. They have very good health insurance. I
 3 didn't pay anything for like ten years, and they started
 4 charging us or having, you know, I don't know what they
 5 call it, not co-pays, but we would have to pay a certain
 6 amount for our insurance which wasn't a big deal.
 7 You know, we were very well paid, so I
 8 didn't have an issue with that, but when I went on
 9 Medicaid, I had to go to a guidance center that accepted
 10 people without insurance.
 11 Q And when was that?
 12 A Probably – I don't recall, honestly.
 13 Q You got a year?
 14 A It might have been about 2018 right around the time when
 15 I knew that I wasn't coming back to the City.
 16 Q And who did you see in 2018?
 17 A I don't recall her name.
 18 Q And what was the place you went to?
 19 A The Guidance Center.
 20 Q And where is that located?
 21 A In Southgate.
 22 Q And you saw, you said it was a female doctor?
 23 A It was a therapist. Well, there was a psychiatrist
 24 there. I spoke with her briefly and there was a
 25 therapist that they assigned me.

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1 Q And you don't recall her name?
 2 A No.
 3 Q And how many times did you see her?
 4 A Probably once a week.
 5 Q For how long?
 6 A Until we got insurance through HAP and then I was no
 7 longer on Medicaid, so I couldn't, we couldn't
 8 participate in that program anymore because of the fact
 9 that we have good health insurance.
 10 Q And when you say you got insurance, who did you get that
 11 insurance through?
 12 A HAP; Health Alliance Plan.
 13 Q Did you get that through an employer or on your own?
 14 A No, through my wife. She was employed with Henry Ford
 15 Hospital.
 16 Q And did you see anybody after that?
 17 A No.
 18 Q And do you recall approximately when your wife got that
 19 insurance?
 20 A I don't recall when she was employed there.
 21 Q Do you recall how many times you saw the therapist?
 22 A It was a handful of times. Maybe ten times, maybe less,
 23 maybe more. She took a position with the hospital, I
 24 believe, and the psychiatrist was leaving, too, and
 25 around that time they couldn't find – I think I spoke to

16 (Pages 55 to 58)

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1 another lady.
 2 I can't remember her name. I think I
 3 spoke to her once.
 4 Q And were you ever diagnosed with anything from that
 5 therapist?
 6 A I believe they told me it was PTSD related from the job.
 7 Q Did they say specifically which job?
 8 A I don't recall. I focused a lot about the beginning of
 9 my career with the City of Detroit. It was the longest
 10 employer that I've had in the field that I practice in.
 11 Q Any other issues that you discussed other than the
 12 beginning of your employment?
 13 A We never really got that far in the ten or so visits. We
 14 were just, you know, just – she was trying to find out a
 15 little bit about me. I think the sessions were probably
 16 like 45 minutes, if that.
 17 Q Did you ever receive any written diagnosis or reports
 18 from that therapist?
 19 A Nothing from them. I mean, it was in my file there, but
 20 I never requested it.
 21 Q Any other therapists other than the one at the Guidance
 22 Center that you've spoken to?
 23 A There was just one before that like in the very
 24 beginning.
 25 Q And when was that?

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1 A While I was working in Detroit.
 2 Q So that would be somewhere prior to 2013?
 3 A That's correct.
 4 Q Okay. You mentioned that you have social media. What
 5 social media do you have a subscription to or are you
 6 registered with?
 7 A Facebook, Instagram. I don't post. I just have family
 8 on there as friends and then I subscribe to some pages
 9 that deal with other Fire Departments, you know, to see
 10 how they operate, what the conditions are there, the
 11 types of things that they experience, you know, on the
 12 job.
 13 Just different ones. I don't really know
 14 how they do it, but it's like when they see you looking
 15 at something, they just start sending you more of it,
 16 more content, and just about, you know, diet and
 17 exercise, some law enforcement pages. I did have – I
 18 don't even know if you would classify it as an employer,
 19 but I was a reserve deputy with the Wayne County Sheriffs
 20 for about ten years, but I was never paid.
 21 It was voluntary. It was a community
 22 service position. The Chief at the time, I believe his
 23 name was Chief Stewart Rich who passed away last year
 24 towards the end of 2022. I don't remember exactly what
 25 month, but I did do community service with them on and

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1 off for about ten years.
 2 Q Have you had any discussions regarding the complaints in
 3 your lawsuit with anybody other than your attorney?
 4 A To my knowledge, no.
 5 Q Do you have any written documents, notes, that were taken
 6 prior to the filing of this lawsuit?
 7 A I'm sorry. Repeat that one more time.
 8 Q Do you have any written notes or documents that you kept
 9 either typed or handwritten relating to this lawsuit that
 10 were created prior to the lawsuit?
 11 A No. The only person that I spoke to was Bill Harp. He
 12 was one of the representatives of the DFFA at the time.
 13 When I was reapplying with the City, I spoke to him to
 14 ask, you know, how I would go about reapplying with the
 15 City and he told me at this point there was nothing he
 16 could do to help me because I wasn't employed with the
 17 department and then that was it.
 18 I spoke with Kyle Fowle who I worked with
 19 at Woodhaven because at the time he was still working in
 20 Detroit.
 21 Q And what's Kyle Fowle's position?
 22 A Right now?
 23 Q When you spoke to him or right now. Either way?
 24 A He was a part-time fire fighter/paramedic like myself,
 25 but he was also -- I'm sorry. Say that again?

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1 Q What was his position with the City of Detroit?
 2 A Paramedic.
 3 Q Paramedic, and was he a full-time paramedic when you
 4 spoke to him?
 5 A That's correct.
 6 Q And is he still, if you know, employed with the City of
 7 Detroit?
 8 A No.
 9 Q And do you know why he's not employed by the City of
 10 Detroit?
 11 A To my understanding, he resigned to pursue outside
 12 employment with another full-time agency. Ironically, as
 13 close as him and I, I thought we were, you know, working
 14 at Riverview, not Riverview, Woodhaven, he wrote a letter
 15 that resulted in my suspension which led to my
 16 termination.
 17 Q And that's at Woodhaven?
 18 A That's correct. He told me about it the night before. I
 19 was placed on suspension the Monday of whatever month
 20 that was. Maybe September, October. He told me the day
 21 before that I was suspended that they were conducting an
 22 investigation about me and that he was forced to initiate
 23 a writeup, but at the time when him and I were working at
 24 Woodhaven and he was still employed with the City of
 25 Detroit, he says, "You need to get back on the job so we

17 (Pages 59 to 62)

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1 can work together and then work there until we can
 2 retire."
 3 Q Anybody else that you spoke to about the allegations in
 4 this lawsuit?
 5 A I just had a conversation with he's a Lieutenant who was
 6 talking about retiring and told him that when he retired
 7 officially from the department that there would be a job
 8 at Octapharma if he wanted to come there.
 9 Q And what Lieutenant was that?
 10 A Steve Strong. We didn't discuss anything about anything
 11 to do with Detroit other than just he told me that he was
 12 going to stay past his retirement time.
 13 Q Did you guys discuss this lawsuit?
 14 A No, sir.
 15 Q Anybody else that you discussed this lawsuit, again,
 16 other than your attorneys?
 17 A You said before? Before the filing of the lawsuit?
 18 Q Yes. No, that's when I was asking about the written
 19 documents. I'm saying have you discussed this lawsuit
 20 with anybody other than your attorneys?
 21 A I spoke to a Lieutenant there. He's Arabic. I can't
 22 remember his name. We just talked briefly. I just asked
 23 him about how, you know, things were there, that I was in
 24 the process of trying to come back and then that was it.
 25 Q And when did you speak to him?

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1 A It's been years.
 2 Q Any other discussions about this lawsuit with anybody
 3 other than your attorneys?
 4 A No. Not to my knowledge, no.
 5 MR. MCFARLANE: I'm going to take a break.
 6 I may be done. I'm going to take about a 15 minute or so
 7 minute break, so 12:10. Everybody is good?
 8 MR. SHEAROUSE: That works for me.
 9 MR. MCFARLANE: All right.
 10 (At 11:54 a.m., recess taken)
 11 (At 12:11 p.m., back on the record)
 12 MR. MCFARLANE: Back on the record, Tammy?
 13 REPORTER: Yes.
 14 MR. MCFARLANE: I have no further
 15 questions.
 16 MR. SHEAROUSE: I just have a few follow-
 17 up questions.
 18 EXAMINATION
 19 BY MR. SHEAROUSE:
 20 Q Mr. Cadoura, thank you for your time here today. I know
 21 we discussed a lot about your employment history as well
 22 as some of the issues that you've had at the various
 23 places of employment. Could you just briefly describe to
 24 me, I know we had mentioned earlier that you complained
 25 or I shouldn't say complained – strike that, you brought

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1 up issues with certain policies that weren't being
 2 followed at Detroit. Is that correct, the Detroit Fire
 3 Department?
 4 A That's correct. It was brought to the public's attention
 5 because a news reporter who was looking into issues that
 6 were going on in the department, he wanted to challenge
 7 some of the things that he had heard as far as the
 8 Commissioners had claimed that they were following the
 9 national standard and they wanted to get video proof that
 10 it wasn't.
 11 Q And this national standard had to do with response times.
 12 Is that correct?
 13 A That's correct.
 14 Q Were there any other policies that Detroit was not
 15 following at that time, to your knowledge?
 16 A For a time they had radios in the ambulances where we
 17 were supposed to use to contact the hospital that were
 18 outside of the city and those were removed from the
 19 ambulances when they were putting newer ambulances into
 20 service. At the time, that was Chief Gary Kelly that
 21 instituted that and then they were later put back on
 22 because the issue was brought to a government
 23 organization called HEMS, which is H-E-M-S, and they sent
 24 the letter to the City stating that they heard that the
 25 radios were taken out and that they needed to be placed

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1 back in immediately.
 2 Q And at Detroit did you notice any issues with under-
 3 licensing of EMTs or paramedics?
 4 A They were putting us in Crown Victorias which were
 5 refurbished police cars that they turned into
 6 administrative cars for the Lieutenants and Captains and
 7 the Fire Chiefs and they wanted us to respond to calls
 8 with limited equipment. They weren't even – the
 9 ambulance is licensed based on the State.
 10
 11 If you don't have an ambulance where you
 12 can put somebody in to transport them to the hospital,
 13 they refer to that as a Romeo unit. The standard
 14 spelling R-o-m-e-o, and that is two licensed EMTs that
 15 can only respond as first responders, but could not put
 16 them in the vehicle and transport them to the hospital.
 17 I worked on those vehicles many times.
 18 Sometimes we were the subject of criticism by the public
 19 because they're essentially waiting for an ambulance and
 20 all we were doing was trying to render care while we're
 21 waiting for an ambulance which was the phrase that we
 22 heard a lot which was, "no units available City-wide or
 23 just no units available," and so on.
 24 MR. SHEAROUSE: I don't think I have
 25 anything further.

18 (Pages 63 to 66)

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1 MR. MCFARLANE: I have no further
 2 questions.
 3 (At 12:15 p.m., deposition concluded)
 4
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C E R T I F I C A T I O N

(STATE OF MICHIGAN)
 (COUNTY OF OAKLAND)

I certify that this transcript, consisting of
 68 pages, is a complete, true and correct record of the
 deposition testimony of RICHARD CADOURA taken in this case by
 Zoom video conferencing on Thursday, January 5, 2023.
 The term "inaudible" is used where audio fades out or audio
 interference causes testimony to be unintelligible.

I further certify that prior to taking this
 deposition, RICHARD CADOURA was duly sworn to tell the
 truth, the whole truth and nothing but the truth.

1-5-23 *Tamara A. O'Connor*

Date TAMARA A. O'CONNOR, CSMR-2656, CER-2656
 Notary Public
 My Commission Expires: 6-25-27

to*

19 (Pages 67 to 68)

Detroit Fire Department

E.M.S. Division

Medic Co. No. M-19

Detroit, Dec 12, 2011

To: Asst. Superintendent Wilson

From: Tech. Richard Cadoura

Re: Charge of Conduct

On 11-08-2011, While detailed to Medic 6, I called AC. Donella James and was informed that Lt. Sablowski was coming to the Hospital to "Conduct and Investigation into an Allegation of Patient Abandonment". I walked to the ER Dock and observed Lt. Sablowski talking with my partner Jeff Sebree. As I approached, I was informed by Lt. Sablowski that he was "conducting and investigation". I respectfully declined until a Union Rep could be present, invoking my Weingarten and Garrity Rights. Lt. Sablowski DENIED my request stating "this is not an investigation but an inquiry". I stated under GR 6.1 Section C. a Supervisor will provide a Union Rep prior to any questioning that may lead to charges now or in the future. My request was DENIED!!! As I attempted to walk back into the hospital Lt. Sablowski continued to follow me Shouting "you will answer my questions". Lt Sablowski allowed the situation to escalate by his FAILURE TO MAINTAIN ORDER AND DISCIPLINE. I do regret the fact that I allowed Lt.Sablowski's Disrespectful, Abusive, Demeaning Behavior to Provoke me into telling him ' TO GO FUCK HIMSELF' 3 times, but it did end the Confrontation. In my almost 14 year career with Dems I have NEVER been put in that situation by any other Officer in the Detroit Fire Dept. I filed a Violence in the Workplace compliant against Lt. Sablowski several years ago which was later dropped by the Law Department without being fully investigated. Since that time I have had False Complaints, Written Statements and Improper Charges written against me by Lt. Sablowski resulting in being placed off LWOPCA several times. Without the Department Investigating his Conduct.

Respectfully Richard Cadoura #608

Filed by:

12/13/11

RECEIVED
DEC 14 2011
ASSISTANT SUPERINTENDENT'S OFFICE
EMERGENCY MEDICAL SERVICE

DEFENDANT'S
EXHIBIT
Cadoura
1-5-23 TMB



Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 314
Detroit, Michigan 48226

Phone 313-224-9421
Fax 313-628-1164
www.detroitmi.gov

December 19, 2017

Richard Cadoura
[REDACTED]

Dear Richard:

The City of Detroit is pleased to extend to you a conditional offer of employment for the position of Emergency Medical Technician (Paramedic) in the Fire Department - EMS Division with a starting rate/salary of \$23.52.

You may accept or decline this offer by responding to this email at brownbel@detroitmi.gov by the expiration date of Friday, December 22, 2017.

This offer is contingent upon your successful completion of a criminal background investigation, driver's license, drug screen and pre-employment medical evaluation.

In order to complete the criminal clearance, we need the following confidential information:

- Phone Number:
- Date of Birth:
- Gender:
- Race:
- Alias/Maiden Name:
- Driver License Number:
- Copy of diploma, degree, or transcripts verifying completion

Failure to provide this information will rescind this offer of employment.

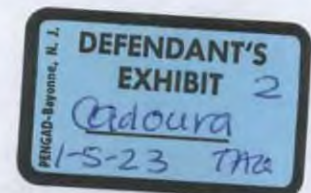
Once we receive your acceptance and the results of your pre-employment medical evaluation, you will receive an email from Employee Services Consultant, Kemia Crosson with your final certification date.

The City of Detroit is an Equal Opportunity Employer. No applicant shall be discriminated against on the basis of race, religion, color, age, gender, national origin, disability, or other criteria prohibited by City, State or Federal law.

If you have any questions, please feel free to contact me at 313.720.5632 and I will be more than happy to discuss the details of this offer.

Sincerely,

Belinda Brown, Recruiter II
Human Resources Department





Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 314
Detroit, Michigan 48226

Phone 313•224•9421
Fax 313•628•1164
www.detroitmi.gov

December 4, 2017

Richard Cadoura
[REDACTED]

Dear Mr./Ms. Cadoura:

RE: Application for – Exam - 2017222403126xx

You have been scheduled to take the Physical Agility Test (PAT) for the Emergency Medical Technician (Basic / Paramedic) position. In order to participate in the PAT you must have a signed, current Medical Clearance from a physician.

This Medical Clearance Form is included with this letter. NO CANDIDATE will be allowed to participate in the PAT without a current Medical Clearance Form signed and dated by a physician.

You are scheduled to participate in the PAT on Thursday, December 7, 2017 at 8:30 am.

Please report to the Fire Department Training Academy, located at 10200 Erwin Street (between Lynch & Grinnell - off Van Dyke) in Detroit, 48208. Parking is available in the front of the Fire Department Training Academy.

YOU MUST BRING WITH YOU TO THE PHYSICAL AGILITY TEST:

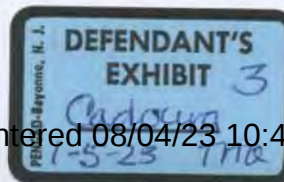
- This letter - Admittance Notice
- Your signed medical clearance
- A COPY and the ORIGINAL of your current Driver's License with Chauffeurs' Endorsement (if you don't have one, you must have one by the first day of the Academy – 1/22/2018)
- A COPY and the ORIGINAL of your current State of MI - EMT (Basic / Paramedic) License
- A COPY and the ORIGINAL of your current State of MI - Detroit East Medical Control Authority Certification (DEMCA), (if applicable for Paramedic)
- Bring an Updated Resume
- Bring a COPY of the following - Work Experience Documentation:
 - o two (2) recent check stubs
 - o 2016 W-2
 - o two (2) Reference Letters

Please wear loose fitting and comfortable full-length pants and shirt, along with gym shoes or other comfortable footwear.

Please reply back stating you will be in attendance by contacting me at 313.720.5632 by Wednesday, December 6, 2017.

IF YOU CAN NOT MAKE IT TO THIS EVENT AND WISH TO RE-SCHEDULE, please contact my Administrative Assistant, Lisa Nelson at 313.224.3477.

Sincerely,
Belinda Brown, HR Recruiter II
Human Resources Department



20-cv-12986 000483



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2 Woodward Avenue, Suite 314
Detroit, Michigan 48226

Phone 313•224•9421
Fax 313•628•1164
www.detroitmi.gov

January 13, 2018

Richard Cadoura
[Redacted]

RE: Application for Paramedic

Dear Mr. Cadoura:

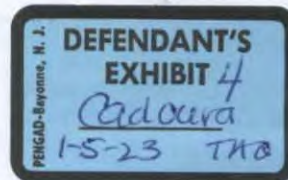
Thank you for your interest in the above referenced position. Your skills and commitment to the City of Detroit were recognized and greatly appreciated.

We regret to inform you that you are no longer considered for selection for the Detroit Fire Department - EMS Division.

If you have any questions, please feel free to contact me at 313.224.3730.

Sincerely,

Belinda Brown
Human Resources Department



DATABASE

City of Detroit

NOTICE OF RESIGNATION

EVALUATION AND RECOMMENDATION FOR REINSTATEMENT

1. EMPLOYEE

DEPARTMENT FIRE DIVISION EMS

I, RICHARD CADOURA, S.S. # [REDACTED] Hereby tender
 my resignation as EMT title for the following reason(s): RETIREMENT

My last day of work will be 7 day 6 date. Additional comments: _____

Forwarding Address (either home or work): [REDACTED]

[Signature] 6-3-13
 (signature) (date)

2. HUMAN RESOURCES DEPARTMENT, EMPLOYEE SERVICES DIVISION

DISCIPLINARY ACTION – LAST 18 MONTHS

Number of Written Reprimands: 1 Number of Suspensions: 1
 Reason(s) for Reprimand: Conduct
 Reason(s) for Suspension: Conduct

ATTENDANCE AND TARDINESS RECORD – LAST 18 MONTHS

<input checked="" type="checkbox"/> Paid Sick Leave	10 Occurrences	__ Beginning of Shift
<input type="checkbox"/> Absent /No Pay	Occurrences	__ Return from Lunch
<input type="checkbox"/> Dept. Leave	Occurrences	
<input type="checkbox"/> A.W.O.L.	Occurrences	
<input type="checkbox"/> Workers Compensation	Occurrences	
<input type="checkbox"/> Funeral Leave.	Occurrences	
<input type="checkbox"/> FMLA	Occurrences	
<input type="checkbox"/> Other	Occurrences	
<input checked="" type="checkbox"/> Total Days Absent	<u>10</u> Total Absence Occurrences	__ Total Times Tardy

RICHARD CADOURA, N. J.

DEFENDANT'S
EXHIBIT 5

Cadoura
1-5-23 TAO

GODVA

Thank you again for choosing GODVA as your partner in making the world a more wonderful place!

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Notice of Resignation
Effective 04/09/03

FORM9087
Rev 6

ATTENDANCE AND TARDINESS RECORD

Satisfactory Needs Improvement Unsatisfactory

Comments: _____

WORK PERFORMANCE

	EE	ME	NI	UN	
Overall ability to perform:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	EE-Exceeds Expectations NI-Needs Improvement ME-Meets Expectations UN-Unsatisfactory
Quality of work:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Quantity of work:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Knowledge & Skills:					
Technical Knowledge:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Practical Skills:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Ability to learn:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Work Behavior:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Supervisory Abilities:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> (N/A)	

DEPARTMENTAL RECOMMENDATION

REINSTATEMENT: Yes No Date: _____

Completed by: Anthony M. White Title: Adviser Lt
Supervisor's Name

Approved by: TERENCE STANIS Title: EMT Supt
Manager's Name

Approved Date: 6/10/13 Comments (if reinstatement is NOT recommended, state reason): _____

Pending discipline Poor work behavior.

EXIT INTERVIEW(S) CONDUCTED BY:

Date of Interview: 6/10/13 Name: Anthony M. White Title: Adviser Lt

COMMENTS: _____

Date of Interview: _____ Name: _____ Title: _____

COMMENTS: _____

Reinstatement is governed by Human Resources Rule 15. To be eligible for Reinstatement, the applicant must have at least one year of prior service and resigned in good standing. Applications for reinstatement will be accepted for a period between three (3) months and twenty-four (24) months following the last day on the active payroll.

Handwritten: 4/16/13

4. HUMAN RESOURCES DEPARTMENT, EMPLOYEE SERVICES DIVISION

Last Day Worked: 04/03/13 Last Day Paid: 04/03/13 City Seniority Date: 06/08/98

Effective Date of Resignation: 06/04/13 (in accordance with Human Resources Rule 15)

The Human Resources Department concurs does NOT concur with the Reinstatement

Recommendation of the employing department:

Brandi Richmond Date: 9/16/13

HRC Printed Name

Signature

EXHIBIT B

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IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION
RICHARD CADOURA,
Plaintiff, CASE NO. 20-cv-12986
-vs- HON. GERSHWIN A. DRAIN
THE CITY OF DETROIT, MAGISTRATE ANTHONY P.
Defendant. PATTI
_____ /

The Deposition of JOSEPH BARNEY, III, taken via
Zoom, by me, Carol L. Martin, CSR-3532, a Notary
Public, in and for the County of Oakland, State of
Michigan, on Friday, January 6, 2023, commencing at
or about 10:16 a.m..

APPEARANCES:

For the Plaintiff:
CARLA D. AIKENS, P.L.C.
By: Mr. Austen Shearouse
615 Griswold Street, Suite 709
Detroit, Michigan 48226
(844) 835-2993

<p>1 APPEARANCES CONTINUED: 2 For the Defendant: 3 CITY OF DETROIT LAW DEPARTMENT 4 By: Mr. Jason McFarlane 5 2 Woodward Avenue, Suite 500 6 Detroit, Michigan 48226 7 (313) 237-0548 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p> <p style="text-align: right;">Page 2</p>	<p>1 Friday, January 6, 2023 2 10:16 a.m. 3 * * * 4 JOSEPH BARNEY, III 5 after having been first duly sworn to tell the 6 truth, the whole truth, and nothing but the 7 truth, was examined and testified as follows: 8 EXAMINATION 9 BY MR. SHEAROUSE: 10 Q. Good morning. My name is Austen Shearouse and I 11 represent Plaintiff Cadoura in this matter. This 12 deposition is being taken pursuant to the 13 agreement of all parties to be used for all 14 purposes under the Michigan Court Rules. 15 First off, have you ever had your 16 deposition taken before? 17 A. Yes. 18 Q. Yep? Okay. So just a couple of ground rules 19 just as a reminder. Especially with Zoom, make 20 sure that I finish the entire question to give 21 the court reporter adequate time with the lag to 22 take everything down and I'm going to try and do 23 the same with your answers. I know inevitably we 24 will talk over each other a little bit, but try 25 to keep it down as much.</p> <p style="text-align: right;">Page 4</p>
<p>1 I N D E X 2 WITNESS: PAGE: 3 JOSEPH BARNEY, III 4 Examination by Mr. Shearouse 4 5 Examination by Mr. McFarlane 46 6 7 8 NO EXHIBITS MARKED 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p> <p style="text-align: right;">Page 3</p>	<p>1 Make sure all your answers are verbal. 2 So "yeses" and "nos," "maybes", and "I don't 3 knows." I know sometimes we have a habit to nod 4 along one way or the other, but for the ease of 5 the court reporter, make sure everything is 6 verbal. 7 If you need to take a break, please let 8 me know. I'm happy to do that. All I ask is 9 that if there's a question that's been posed, 10 answer that question and I'll be happy to take 11 that break. 12 So in reviewing -- or first off, can you 13 state your full name for the record? 14 A. My name is Joseph Charles Barney, III. I'm not 15 going to look directly into the camera here 16 because your voice is completely -- you're off 17 and I just -- 18 Q. That's fine. That's fine. I understand it to be 19 a little disassociating, so no worries. What's 20 your date of birth? 21 A. 3-18-65. 22 Q. And what's your current address? 23 A. 3363 20th Street, Wyandotte, Michigan 48192. 24 Q. And how long have you lived at that address? 25 A. Since 2002.</p> <p style="text-align: right;">Page 5</p>

<p>1 Q. Does anyone else live there with you? 2 A. Well, my son just moved back about a week ago and 3 my wife. She's in Florida. 4 Q. So your wife is in Florida right now? Is your 5 son currently in the room with you? 6 A. No. I'm by myself. 7 Q. In reviewing for today's deposition, did you 8 review any documentation? 9 A. Yes. 10 Q. What documentation did you review? 11 A. I was sent some old Charge Forms that had 12 "Expungement" written on them and a few other 13 Charge Forms that I can't recall off the top of 14 my head. What I mean by Charge Forms, I mean 15 Department Charge Forms. 16 Q. And those Department Charge Forms were related to 17 Mr. Cadoura specifically? 18 A. Yes. 19 Q. Did you discuss this deposition with anyone other 20 than Mr. Jason before this deposition? 21 A. No, other than letting the Department know that I 22 had a deposition and, you know, that I wouldn't 23 be in this morning because I was in a deposition. 24 Q. And who did you let know at the Department? 25 A. Captain -- I should say Chief Olkowski. My shift</p> <p style="text-align: right;">Page 6</p>	<p>1 relieves you. 2 Q. When you first started working as an Emergency 3 Medical Mobile Technician, what were the hours 4 that were required? The working hours? 5 A. Well, they haven't changed. Usually from 6 7:00 a.m. to 7:00 p.m., 7:00 p.m. to 7:00 a.m.. 7 We used to have an impact shift when I came on. 8 So that would be from 4:00 to -- 4:00 to midnight 9 or 12:24 actually, and then we had peak shifts, 10 which we have now, that go from 1:00 to 1:00. 11 During the mid-2000s I believe they went from 12 2:00 to 2:00. 13 Q. And this is Department wide? 14 A. For the EMS Division. The Department has ten 15 divisions. 16 Q. Can you explain a little bit about the process of 17 getting hired as a Mobile Medical Technician? 18 A. Well, I think, you know, the process has changed 19 a lot, but in the '90s/2000s, you just would 20 apply for a job. You'd go through a -- I went 21 through three different physicals. I had a 22 physical at Fire Medical, which used to be at 23 250 West Larned, I had a physical at the City 24 County Building, and then I had a third physical 25 done off of West Grand Boulevard. We had a</p> <p style="text-align: right;">Page 8</p>
<p>1 that I am Captain of. Let them know I wouldn't 2 be in. 3 Q. And how do you spell the chief's name? 4 A. O-l-k-o-w-s-k-i. 5 Q. And have you ever gone by any other name other 6 than Joseph Charles Barney, III? 7 A. No, sir. 8 Q. Are you currently employed? 9 A. Yes, sir. 10 Q. By who? 11 A. The City of Detroit. 12 Q. And how long have you been working for the City 13 of Detroit? 14 A. Twenty-nine years and one month. 15 Q. And when you started with the City of Detroit, 16 what was your position? 17 A. I was an Emergency Medical Mobile Technician. 18 Q. Can you tell me a little bit about the duties of 19 an Emergency Medical Mobile Technician? 20 A. Well, you respond to emergency runs that were 21 sent to you either by a dispatch or through a 22 computer. NBC. You render care, you, you know, 23 transport to the hospital, you prepare the truck 24 for the daily service, you maintain it during the 25 day, and then you turn it over to a crew that</p> <p style="text-align: right;">Page 7</p>	<p>1 written test, we had an oral interview, and a 2 physical agility test, and then we were placed on 3 the list -- the eligibility list for hiring. 4 Q. And you said the process has changed since then, 5 correct? 6 A. Yeah, a little bit I believe. You know, what you 7 need now to have is an EMT License and a Driver's 8 License. You still have the agility test and a 9 written test and an oral interview, but it's all 10 kind of expedited now, where this would take -- 11 the process before would take like months because 12 it was spread out. 13 Now, you know, you get your interview 14 the same day you do your agility test and really, 15 at this point, EMS doesn't even -- that was up to 16 Academy 77. EMS doesn't even have an agility 17 test or anything right now because the Fire 18 Department no longer hires standalone EMS 19 employees. So right now that process is 20 completely dead. 21 Q. You said standalone EMTs? 22 A. Yeah. The Fire Department is going through a 23 process with integration where they start to 24 integrate the EMS guys that are in the EMS 25 Division into Fire and so they stopped hiring</p> <p style="text-align: right;">Page 9</p>

Joseph B. Bangs, III
January 6, 2023

1 standalone EMS or EMS divisional employees. Now
 2 all employees hired are through the Fire
 3 Department and their firefighting division
 4 employees and they have to have firefighting and
 5 they go through that process.
 6 Q. So just so I understand the required -- kind of
 7 the requirement now is to also be a firefighter
 8 along with an EMT?
 9 A. Yeah, but there's a two-way path. There's also
 10 a process for Detroit residents as well where
 11 they can be hired without any education and they
 12 will be sent to Wayne Community College where
 13 they'll be given EMT and also firefighter.
 14 There's kind of two pathways.
 15 Q. So going back to your experience, are you still
 16 working as an Emergency Medical Mobile
 17 Technician?
 18 A. No.
 19 Q. What other positions have you held?
 20 A. Paramedic. I was promoted to Paramedic in '95.
 21 In 2017 I was the Captain of the Training
 22 Academy for the EMS section and in 2018, I was
 23 the Assistant Superintendent and then in 2021, I
 24 -- wait a second. I got to think about this. In
 25 2022 in February, I was un-appointed and moved to

Page 10

1 Shift Captain at the Field Operations.
 2 Q. Can you explain to me a little bit of the duties
 3 of how a paramedic differs from your original
 4 employment position?
 5 A. Well, you have more patient care
 6 responsibilities. As a paramedic, you're higher
 7 level, so, therefore, you're kind of in charge of
 8 the truck relative to outpatient care and you're
 9 kind of in charge of the whole truck. You got to
 10 make sure all the proper equipment is there and
 11 what have you, and then, you know, when you're
 12 assessing patients and you're writing legal
 13 documents, you have to sign those legal
 14 documents and ultimately, you're responsible for
 15 that patient, if you're working with a partner of
 16 a lesser licensure.
 17 Q. And then in your position as a Captain of EMS'
 18 Training Academy, what did that role entail?
 19 A. Well, it entailed running the Academy classes for
 20 new hires. CPR for the whole Department.
 21 Compliance, TB, respiratory fit, immunizations
 22 for the Department, continuing education, special
 23 events. We handled a lot of special operations
 24 and things.
 25 Q. So is that Academy where new EMS hires would

Page 11

1 learn the general policies as well for the City
 2 of Detroit?
 3 A. That's correct. They would have a portion of
 4 their class for that. Correct.
 5 Q. And then in 2018, you said you were promoted to
 6 Assistant Superintendent. What was the
 7 responsibilities in that role?
 8 A. Operationally, day-to-day EMS operations.
 9 Q. Was that more of an overview position or like a
 10 logistics position?
 11 A. I think a little bit of everything. I mean
 12 logistically, you had to handle the logistics of
 13 the division in medical response, but, for
 14 instance, COVID, I was in the field every day and
 15 protests I was in the field every day taking runs
 16 with the crews because I didn't have enough crew
 17 members.
 18 Q. And then you said in the fall of 2022 you were
 19 promoted to Shift Captain; is that correct?
 20 A. No, that would have been February of 2022 and I
 21 was not promoted, I was demoted.
 22 Q. Oh, demoted. My apologies.
 23 A. That's fine.
 24 Q. Was there any particular reason for that
 25 demotion?

Page 12

1 A. Well, I was instructed that I was not liked by
 2 staff and that I had a PIP from the previous year
 3 and so they said they were going in a new
 4 direction since it's an appointed position and
 5 they gave me an option to retire or continue on
 6 and I elected to continue on as Captain.
 7 Q. And you said PIP. What is that?
 8 A. Professional Improvement Plan.
 9 Q. Can you describe a little bit about what that is?
 10 A. Well, in 2020 -- in 2021 in December, I had sent
 11 some e-mails and I had alluded the Law Department
 12 about some things that I was concerned about
 13 within my division with commissioners, and the
 14 next thing I knew, I was in a meeting with all
 15 the commissioners and chief and they were -- they
 16 had some complaints that they had been holding.
 17 So they said that they had too many complaints
 18 from the union and as a result, they wanted me to
 19 have a PIP.
 20 They sent me to some training, made me
 21 take additional training, and pretty much the
 22 conditions of the PIP was that I was not to have
 23 anymore complaints from the union. So at the
 24 time -- I went a year, I didn't have any
 25 complaints from the union, but obviously things

Page 13

1 changed.
2 Q. And you said you were alerting to some issues --
3 the commissioners and the chief to certain
4 issues; is that correct?
5 A. Yes.
6 Q. What issues were those?
7 A. Well, we had some issues with COVID. None of the
8 commissioners or chiefs were coming to work and I
9 was the only one coming in and at the time had
10 found that the chain of command had been
11 circumvented by the senior chiefs and I also had
12 found that, you know, I had a bunch of equipment
13 laying everywhere in certain stations and that,
14 you know, there had to be more oversight, and so
15 I alerted the Department to some of the issues
16 that I was seeing and recommended that people
17 start returning back to work and let's just say
18 that probably didn't go over very well.
19 Q. And this meeting that you had with the
20 commissioners and chief -- when was that?
21 A. That would have been in December of '21.
22 Q. So just so my timeline is correct, December of
23 '21 you had this meeting and then February of '22
24 was when --
25 A. Wait. Wait. I'm sorry. I'm sorry. I have to

Page 14

1 think this through. I'm mixing my -- December of
2 2020 I had the meeting and then in January I had
3 the PIP and then in February of '22 is when I was
4 demoted.
5 Q. And you said that the basis for this PIP and the
6 eventual demotion was the complaints from the
7 union, correct?
8 A. Yeah. I had several complaints and, you know,
9 they were unfounded obviously, but the union did
10 not like me very much and I had a lot of
11 complaints from them. Probably about six or
12 seven, and again, like I said, most of them were
13 unfounded and, you know, they just said, "Don't
14 get anymore complaints" and sent me to some
15 training classes with the city and they also made
16 me take some LinkedIn learning classes.
17 Q. Do you know what any of these complaints were
18 for?
19 A. Well, the one complaint was for a -- a -- I
20 stopped by a station when I was on my way to work
21 and I saw an ambulance parked outside and being
22 operationally the Chief in charge, they shouldn't
23 have an ambulance parked outside.
24 So I stopped at the fire station to
25 check on it and see why it was sitting outside in

Page 15

1 the middle of the winter and the gentleman inside
2 became pretty angry when I asked a few questions.
3 So I went into the station and I signed in with
4 the log that I was there because I knew that it
5 was going to be a problem. So when I walked back
6 out, the guy was angry. He swore at me. I just
7 got in my vehicle and I called the deputy
8 commissioner. A second deputy commissioner
9 Distelrath.
10 I alerted him that I had an ambulance
11 outside, I went into the station. There was an
12 issue there and I was just leaving the station
13 because I didn't want to escalate things further,
14 and later that day, I had a complaint come in
15 that I was out in the back lot of the fire
16 station flipping people off, swearing, and
17 driving erratic and crazy in my black Taurus and,
18 in fact, they had filed two police reports. I
19 drove a red Taurus, I didn't drive a black
20 Taurus.
21 The Department made me write a response,
22 send it off, you know, to the complaint. Never
23 heard anything else from that, and then had
24 additional complaints from the head of the union,
25 for instance, in -- they only had one supervisor

Page 16

1 working and we normally have four to five. So
2 nobody would come into work, so I came into work
3 and I met with the one supervisor working. I
4 asked him what he needed from me. He told me
5 that he would like me to go out in the field and
6 he would do the paperwork because he's accustomed
7 to doing it every day where I was not and he just
8 wanted me to run the field.
9 So I went ahead and ran the field,
10 responding to any complaints or any issues that
11 EMS crews needed to help them out and the union
12 filed a complaint on me and this is after, you
13 know, they said that we don't respond or help
14 them enough. So they filed a complaint on me.
15 It was pretty lengthy and that went to the
16 commissioner. So those were the type of
17 complaints that I was getting and I was told not
18 to get them anymore.
19 Q. Those were the only two complaints that you can
20 recall?
21 A. Off the top of my head, yes, but there was more.
22 Oh, I did have another complaint. I gave a guy
23 Christmas Eve off or Christmas Day. A 32-year
24 employee. One of the captains didn't like it.
25 He filed a complaint. Said I showed favoritism,

Page 17

<p>1 but the guy followed the process and, you know, 2 ultimately the assistant superintendent has say. 3 It didn't affect manpower at all. So I gave the 4 guy Christmas Day off and my captain wrote a 5 complaint on that because he felt I had showed 6 that guy favoritism after he told him no, he 7 couldn't have it. 8 So that's the kind of stuff that went 9 down to the Law Department or to Human Rights. 10 Q. So in either of your positions as the Assistant 11 Superintendent or the Shift Captain or I guess 12 even the Captain of the Training -- EMS Training 13 Academy, did you ever have to discipline one of 14 your subordinates? 15 A. Yes. 16 Q. What's the process for disciplining one of your 17 subordinates? 18 A. Well, there's progressive steps to discipline. 19 You know, you start off with an oral 20 consultation. You know, alert them that there 21 might be a problem with what they did. You 22 explain the rule to them, so they understand the 23 rule and what happened and then you move on and 24 then there's a -- the next step would be, let's 25 say, a written reprimand and that's where you</p> <p style="text-align: right;">Page 18</p>	<p>1 know, what remediation I might have offered. 2 Q. And then the written reprimand -- is it -- is the 3 process always oral consultation, written 4 reprimands, or will sometimes it be -- 5 A. No. Sometimes depending on the -- depending on 6 the violation or, you know, what exactly 7 happened, it could go -- you could bypass a 8 written and go right to a punitive. There's a 9 list of guidelines for that too under like 10 General Rule 11. You know -- you know, an oral 11 consultation, a written, and that's so that the 12 Department had it documented under General Rule 13 11 on how you were to proceed. 14 Q. And what are some examples of actions where the 15 skipping the process of the first two steps in 16 this disciplinary scheme? 17 A. Well, let's say you had some very improper 18 patient care. You know, something that was such 19 an egregious violation that we're bound to notify 20 the Medical Control Authority. Something like 21 that. If that patient care was egregious, there 22 is an investigation behind it and you could see a 23 suspension immediately. Insubordination, AWOL. 24 Not being at work. Things of that nature. 25 Q. Now, you mentioned earlier that you have had to</p> <p style="text-align: right;">Page 20</p>
<p>1 actually place the incident in writing to paper 2 and they get a written reprimand. 3 Again, you make sure that they 4 understand the rule or understand the process 5 that was broken. If they need some remediation, 6 you give them remediation because obviously, you 7 can't help them out, if they don't understand 8 that, and then the next step in the progressive 9 steps of discipline would have been a charge of 10 -- and with a possible suspension and then, you 11 know -- or discharge, for that matter. Could 12 have been any of those. 13 Q. And you said the first step was this oral 14 consultation. Is there any recordkeeping on if 15 an oral consultation occurs with a particular 16 employee? 17 A. I don't think we're very good at it. I know that 18 sometimes, if I have given an oral -- which 19 usually that would happen more in the field with 20 lieutenants than it would, let's say, an 21 assistant superintendent or even a captain, for 22 that matter, but I would send an e-mail, you 23 know, or have something in writing that I went 24 out and talked to so and so on this date to 25 discuss this and they need efficiencies and, you</p> <p style="text-align: right;">Page 19</p>	<p>1 discipline subordinates during your time with the 2 City of Detroit? 3 A. Yes. 4 Q. Have you ever had to skip the first couple of 5 steps and go straight to a charge or discharge 6 with one of your subordinates? 7 A. When I was the Assistant Chief, I heard all 8 discipline, except for discharges. So the vast 9 majority of the discipline cases that would come 10 to me were already to the punitive or the 11 suspension stage or reprimands and things of that 12 nature had already been handed out. 13 When I was a Captain at the Training 14 Academy, I had a few instances and I would have 15 had to -- I had given some oral consultations, I 16 had given a written, I had actually given -- I 17 had recommended some charges/discipline. From 18 time to time, I would have a probationary 19 employee separation, which there wasn't -- you 20 know, well documented and that. They were kind 21 of at will employees and if they were very 22 deficient, then they would be separated. 23 Q. And the process for -- what's the process for 24 discharging an employee? 25 A. Well, it's pretty much the same. You get a</p> <p style="text-align: right;">Page 21</p>

6 (Pages 18 - 21)

1 notification that there's a discipline. Some
2 action. You have a charge hearing. It's usually
3 set with the chief or commissioner's designee,
4 which is at this time Chief Larkins. Chief
5 Larkins would hear the charges, make a
6 recommendation, and then from there, it would be
7 either appealed up to the commissioners or by the
8 employee.
9 Q. And then if the recommendation is termination,
10 what's the process to go about informing the
11 employee of this termination?
12 A. You know, there's a new contract now, but I
13 believe -- I think it's ten days. I mean you get
14 your charges and they have a -- you get a Notice
15 of Intent to charge. It has a date of the
16 hearing on it. Usually the charge hearing is
17 within ten days and then you recommend, you
18 know, that you have the union representative
19 there. They get a copy and that's how they're
20 usually notified. An employee has to sign for
21 it.
22 Q. And you said earlier that you reviewed Charge
23 Forms for today's deposition; is that correct?
24 A. Yeah. They were old Charge Forms.
25 Q. Do you know of what years those are from?
Page 22

1 A. I believe they were from 2008 to like 2010.
2 Q. And were all of those charges involving
3 Mr. Cadoura?
4 A. I believe so.
5 Q. And what were the contents of those charges?
6 A. You know, I didn't really look at them that
7 closely. I just looked at the back and saw they
8 were all expunged. I didn't really have much to
9 do with the union, so a lot of that stuff that
10 happened with Mr. Cadoura I wasn't aware of on
11 that level.
12 Q. And what union is it for the City of Detroit Fire
13 Department and EMS?
14 A. Well, right now it's the Detroit Firefighters
15 Association.
16 Q. And was that the same one during Mr. Cadoura's
17 employment?
18 A. No. During Mr. Cadoura's employment, it would
19 have been the International Operating Engineers.
20 I think it was Local 539 and that would have been
21 the Police Officers Association of Michigan.
22 Q. Have you ever held a position in any of these
23 unions?
24 A. Not as an elected official, but as a designated
25 representative, yes.
Page 23

1 Q. Can you explain a little bit about what a
2 designated representative is?
3 A. I was the guy that handled the day-to-day
4 operation of the union. Well, not necessarily
5 the union. So we didn't have a local at the
6 time. Our local was dissolved. So we didn't
7 have anybody handling the day-to-day operation
8 and reporting to the union itself.
9 So at some point I was asked to perform
10 that function and did and that would have been
11 about 2010, and so I handled the day-to-day
12 operation of union activity and then, you know,
13 I'd report back to the union and if we process
14 grievances or what have you, I would start the
15 process and then when they'd get to the fourth
16 step, which was before arbitration, the union
17 obviously made a decision then. I kind of owned
18 everything until the fourth step -- or the
19 Association owned everything until the fourth
20 step and then when it made it to the arbitration
21 piece, the POAM took over running everything.
22 Q. And did you step down from that position -- that
23 designated rep position?
24 A. No. The certified bargaining agent changed from
25 POAM to the DFFA in 2016.
Page 24

1 Q. Looking specifically to Mr. Cadoura, did you ever
2 work with Mr. Cadoura on the same shift?
3 A. I would say I only worked once or twice with
4 Mr. Cadoura, but I was aware of Mr. Cadoura, yes.
5 Q. When you say you were aware of Mr. Cadoura, what
6 do you mean?
7 A. Well, the appraisal of Demsa (ph) was -- was
8 very active and we'll say union activities or
9 association activities specifically against the
10 City Fire Department because EMS had been kind of
11 run into the ground and it was very aggressive
12 with him and I know Mr. Cadoura was a very avid
13 supporter.
14 Q. When you say he was a very avid supporter, what
15 do you mean?
16 A. That they were close friends and he always, you
17 know, supported him and he always was a vocal --
18 he was vocal of the deficiencies of the Fire
19 Department specific to EMS.
20 Q. Do you recall what deficiencies he was vocal
21 about?
22 A. Well, he had a lot of issues with response times.
23 He had a lot of issues with, you know, 15/20
24 minutes to respond to a run, staffing, poor
25 management, abuse of management.
Page 25

<p>1 Q. As to the response times specifically, are you 2 aware of a news story done about the response 3 times? 4 A. There were lots of news stories done about 5 response times. 6 Q. Specifically that Mr. Cadoura participated in? 7 A. You know, off the top of my head, I cannot 8 recall. I knew there was a story with him. I 9 remember one, but there were a lot of stories. 10 Only one I can recall, but I can't layout the 11 specifics. 12 Q. So when an employee brings up complaints like 13 this, what's the typical process for addressing 14 these concerns? 15 A. There really is no process. 16 Q. So other than knowing Mr. Cadoura for his 17 openness about deficiencies, is there any other 18 reason that you knew about Mr. Cadoura? 19 A. No. 20 Q. At some point Mr. Cadoura resigned from the City 21 of Detroit EMS; is that correct? 22 A. I believe so. 23 Q. Do you know why he resigned? 24 A. No. 25 Q. At the time that he resigned, Mr. Cadoura had</p> <p style="text-align: right;">Page 26</p>	<p>1 around that time? 2 A. In 2012? 3 Q. Yeah, 2012/2013 time. 4 A. Well, he did have some discipline. Some charges, 5 if I recall, and I had written some grievances, 6 but other than that, no, and it was a -- he was 7 part of a wider settlement that I had sought in 8 2012 for mutual agreement to dismissing some 9 discipline and some of the charges and he was 10 part of that discussion, but some of those 11 disciplinary actions didn't get dismissed. 12 Q. Can you recall what those disciplinary actions 13 were? 14 A. I can't recall off the top of my head. 15 Q. And after his resignation, did you ever see 16 Mr. Cadoura's employment file? 17 A. No. 18 Q. Have you ever seen Mr. Cadoura's employment file? 19 A. No. 20 Q. And you said that Mr. Cadoura was a part of a 21 wider settlement; is that correct? 22 A. Yes. Well, there was a group of -- there was 23 probably about 200 pieces of discipline that we 24 were looking to get some common ground with the 25 Department on and maybe getting some of the</p> <p style="text-align: right;">Page 28</p>
<p>1 been working for the City of Detroit for 2 approximately 15 years. Is it normal for that 3 tenured of a person to resign? 4 A. Yeah. At this point I guess -- you know, I guess 5 it's cyclic. You know, during good periods of 6 time with EMS, you have few resignations. I mean 7 2012 we were going as the preamble into the 8 bankruptcy. EMS was being attritioned out. I 9 mean at one point we got down to five ambulances 10 to service the city. We lost a lot of talent and 11 we had guys that had 20 years leaving the job. 12 You know, post-bankruptcy 2015, EMS started to 13 build up. We had equipment, 25 units. We were 14 doing good. 15 We weren't having resignations, but now 16 we're kind of into that cycle again when we have 17 a lot of ambulances closed and we're losing a lot 18 of tenured employees right now. So it's been 19 cyclic as the service goes. 20 Q. And around the time of Mr. Cadoura's resignation, 21 were you involved in any way in disciplining 22 Mr. Cadoura? 23 A. No, I was not. 24 Q. Did you ever have any conversations with anyone 25 mentioning Mr. Cadoura's potential discipline</p> <p style="text-align: right;">Page 27</p>	<p>1 charges dismissed. Some of the issues were 2 because the Department wasn't living up to having 3 Trial Boards and, you know, so a lot of the 4 discipline would sit for two years and there 5 would be no adjudication of it and, you know, 6 that impacts people negatively. 7 So we sat down with them and tried to 8 hammer out some of that. Get an agreement, and 9 we did. I don't have a copy of it on me that's 10 signed or anything, but, you know, that's what we 11 worked towards. 12 Q. And you said the backup of charges was due to 13 issues with the Trial Boards? 14 A. Yes. Well, the Department -- if you got 15 disciplined in, let's say, pre-bankruptcy, you 16 could -- you'd be disciplined and then you'd have 17 an option to have a Trial Board or obviously if 18 the union filed for arbitration, but a lot of 19 times that would take a long time getting to 20 arbitration, but the Trial Boards had to be held 21 within a certain specific set of time. 22 You'd have three panel members and the 23 employee would have been able to pick a panel 24 member, the Department would pick a panel member, 25 and there would have been just one at will panel</p> <p style="text-align: right;">Page 29</p>

1 member.
2 So what happened is the Department had
3 very few, if any, Trial Boards and they were
4 disciplining a lot of people and so what was
5 happening is this whole process got really backed
6 up and there was no adjudication within the
7 Department for these charges and that impacted
8 not just -- you know, obviously it affected
9 people being able to get promoted and, you know,
10 at the time we had acting supervisors that had
11 been through the process to become a supervisor,
12 and so even as a promotional process, it could
13 impact that because we had people that would
14 charge somebody because they didn't want them to
15 be in a supervisory capacity and, you know, with
16 that out being adjudicated, they wouldn't be
17 eligible to be -- you know, to test out as a
18 supervisor.
19 So it was very problematic and, in fact,
20 you know, when Jones Day came in during the
21 bankruptcy, we were able to show that it was cost
22 and time prohibitive and completely changed the
23 whole process for the post-bankruptcy.
24 Q. You say there was some issue with -- my
25 apologies. You said there was some issue with

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1 charges being levied against the employees to
2 block promotions?
3 A. Well, let's say you have 200 employees and let's
4 say you have 10 employees that are acting as a
5 supervisor and there's a test coming up for a
6 supervisor. Now, let's say in this pool of
7 employees that there is five years -- let's say,
8 you have five years -- you have to have five
9 years on a job to apply. So now that pool is
10 down to 150, let's say.
11 So then on top of that, you start -- on
12 my shift, I start charging these people because
13 I'm going to thin the pool of people that are
14 eligible to take the promotional exam, because
15 they can't take it, if they have -- let's say
16 they're on the second step of attendance control
17 or they had a 12-hour suspension. So if they
18 have a suspension on their record, they're not
19 eligible to take the promotional exam.
20 So what we found is that there was a lot
21 of issues with that and, you know, the Department
22 just wasn't hearing the charges and this
23 discipline would hang out over these people's
24 heads for two years.
25 Q. Is there a policy in place now to prevent this

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1 thinning of the pool of applicants?
2 A. Well, at this point, the process -- you know,
3 again, EMS is being slowly eliminated with, you
4 know, the Department -- Fire Department taking
5 over. So I mean I think that standard now is
6 actually down to two years to apply as a
7 supervisor and, you know, as far as discipline,
8 discipline is being heard timely and it -- you
9 know, there's specific things built within the
10 contract like expedited arbitration and that now
11 you see that that process was cleaned up.
12 Q. And so if this discipline is hanging out over
13 somebody's career and they resign, what happens
14 to that discipline?
15 A. I suppose it's in their file. I mean obviously
16 there's no -- nothing being heard -- charges or
17 anything because they're no longer an employee.
18 So, you know, I guess it would just -- it would
19 be there and it was just never a -- you know,
20 there was never a hearing on it.
21 Q. Would discipline like that with no hearing ever
22 being had cause someone to be on a do not rehire
23 list?
24 A. Possibly.
25 Q. What are some other reasons that somebody might

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1 be placed on the do not rehire list?
2 A. Attendance control, too many absences at work,
3 too many tardies, lots of disciplinary actions.
4 Q. In your experience, what qualifies as a lot of
5 disciplinary action?
6 A. I would presume probably a discharge and a number
7 of suspensions that are duty related to having
8 little regard for your position.
9 Q. So suspensions and discharge typically make up
10 the bulk of the reasons someone might be on a do
11 not rehire list?
12 A. Correct.
13 Q. So if somebody was never discharged, you would
14 solely look at suspensions then as the primary
15 reason for --
16 A. Well, I guess it would be a global look. I mean
17 you'd look at the -- you would look at the
18 discipline, citizen complaints. I guess I should
19 add citizen complaints. Those are really big
20 too. If you have a guy that has 18 citizen
21 complaints in two years, then there's some smoke
22 where there's fire usually. That could be a
23 problem and the discipline. So you look at I
24 guess the whole picture of that period of time
25 that the employee was at the job.

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1 Q. Do you know if Mr. Cadoura had any citizen
2 complaints against him?
3 A. I do not, no.
4 Q. And at some point after his resignation,
5 Mr. Cadoura came back to try to be rehired with
6 the City of Detroit. Did you know about that?
7 A. Yes.
8 Q. How did you find out about that?
9 A. I was at the Training Academy and they were
10 having physical agility tests and oral interviews
11 and he was there.
12 Q. You said you saw him at the Training Academy and
13 oral interview?
14 A. Well, physical agility and oral interviews were
15 being held at the Academy and, yes, I saw him
16 there.
17 Q. Did you have any conversations with him?
18 A. Yeah. I said hi and good to see him. Asked what
19 was going on. I knew he had a child and stuff
20 and I wished him well.
21 Q. At that time did you know about any of
22 Mr. Cadoura's lingering discipline?
23 A. I didn't think about it. I mean, you know, 2012
24 I knew that there was outstanding things, but I
25 didn't -- didn't think about it.

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1 Q. Were you surprised to see him back at the
2 Training Academy?
3 A. No. I mean Ron Meyers showed up as well and he's
4 a guy that had retired years earlier. So from
5 time to time we can have some guys show up at the
6 Training Academy. It was good to see him.
7 Q. And do you know what became of Mr. Cadoura's
8 attempt to be rehired by the City of Detroit?
9 A. I don't believe he was rehired.
10 Q. Do you know why he wasn't rehired?
11 A. I only had one discussion about this and that was
12 with Chief -- Assistant Chief Raymond Burch and I
13 guess he was on a do not rehire list and he had
14 asked me what my thoughts were and I told him
15 that I thought we should, you know, take a look
16 at rehiring him.
17 Q. Was that your recommendation then?
18 A. Pardon me?
19 Q. Your recommendation was -- you said that you
20 spoke with Raymond Burch that he was on the do
21 not rehire list and that Chief Burch asked you
22 your thoughts and that you -- then you said that
23 "you should look into rehiring him." Was there
24 anything that you base that statement on?
25 A. Well, you know, the period up to the bankruptcy

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1 was a very ugly period and EMS was being
2 systematically destroyed and, you know, we were
3 all different, you know, ten years ago.
4 Everybody. I mean if you look at yourself ten
5 years ago, you were probably a different person,
6 and so this is a man that was fighting hard to
7 improve the lot for everybody at EMS and, you
8 know, post-bankruptcy, we came up a lot better
9 and at the time when he was applying, EMS was
10 growing and doing well with good equipment,
11 hiring lots of people and, you know, he had a
12 family and, you know, when you become a family
13 man, you kind of change and you're not just
14 responsible for yourself, you're responsible for
15 your family.
16 So you become a little more conservative
17 and you think about your actions. You know,
18 maybe you're not going to be as aggressive
19 because, let's say, you've got a roof to put over
20 somebody's head other than yourself. You're more
21 conservative in some of the things that you maybe
22 say and do. So I think, you know, we all have
23 grown some. I've grown some as a person. I
24 wasn't, you know, the guy I was at, you know,
25 2012.

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1 So at the end of the day, I thought, you
2 know, this guy never hurt anybody that I know of.
3 Most of his discipline was based against
4 management that was adversarial and I don't
5 recall any patient care complaints and he treated
6 citizens well. So I didn't see a problem with
7 bringing him back and that's what I told Chief
8 Burch.
9 Q. And you said that most of the issues were
10 adversarial against management; is that correct?
11 A. Yes, that I can recall.
12 Q. What you said earlier about becoming a family man
13 causes people to become less aggressive about --
14 in pursuing thoughts and actions, is that what
15 you were referring to?
16 A. Well, that was just my opinion I guess I should
17 say. You know, this is an observation that I had
18 that when people become family men and have
19 children, they change a little bit.
20 Q. So would you have described Mr. Cadoura during
21 his first stint in Detroit as very passionate
22 about improving the Detroit Fire Department?
23 A. I do. I would say that describes him.
24 Q. And how did you find out that Mr. Cadoura was not
25 rehired?

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1 A. Well, I believe through Chief Burch.
2 Q. Did you have any reaction to that knowledge that
3 he wasn't going to be rehired?
4 A. No.
5 Q. During your time working with the City of Detroit
6 and being on the same payroll as Mr. Cadoura, did
7 you ever hear any issues regarding Mr. Cadoura's
8 lawsuits?
9 A. No.
10 Q. So as we sit here today, other than this current
11 lawsuit, do you know about any of Mr. Cadoura's
12 other lawsuits he might be involved in?
13 A. No.
14 Q. And the one in 2012 that you mentioned -- that
15 was a -- was that a settlement with the --
16 between the union and the Fire Department or was
17 that a lawsuit settled?
18 A. No, that was a settlement agreement between the
19 Fire Department and the POAM.
20 Q. Do you know if Mr. Cadoura was ever given an exit
21 interview?
22 A. I have no idea.
23 Q. Isn't it typical for someone to get an exit
24 interview?
25 A. They're supposed to, yes.

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1 Q. And what typically is the content or discussion
2 that is in an exit interview, if you know?
3 A. I have never had one. As Assistant Chief, most
4 of the time those would have been handled by
5 Captain Olkowski. Usually administrative
6 captains would handle that.
7 Q. Why don't we go ahead and take a five, ten-minute
8 break. I'm going to refill my water and
9 everything and then we'll come back here around
10 11:30. Does that sound good?
11 A. That's fine.
12 (Break taken)
13 MR. SHEAROUSE: Back on the record.
14 BY MR. SHEAROUSE:
15 Q. We were talking last about exit interviews and
16 you said that you have never had to attend one;
17 is that correct?
18 A. That's correct.
19 Q. And you said that's typically handled by the
20 admin captain, correct?
21 A. Correct.
22 Q. Who would that have been in the time of
23 Mr. Cadoura's resignation in 2012/2013?
24 A. It may have been Captain Wade, but I'm not 100
25 percent sure, but during that period of time, it

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1 might have been Captain Wade.
2 Q. And when discipline -- going back to our
3 discussion earlier on discipline. When
4 discipline is issued by a supervisor, what's the
5 process for the documentation about that
6 discipline?
7 A. What will happen is the supervisor will write an
8 investigative packet. Generally he'll collect --
9 he or she may collect statements from, let's say,
10 a citizen complaint from the citizen, collect
11 statements from the crew or any witnesses
12 involved, and they'll compile all that and then
13 summarize their findings with their
14 recommendation to charge.
15 That will go to the shift captain and
16 the shift captain will either say, "Yeah, we
17 recommend" -- you know, "I agree with you on
18 this" and charges will be prepared or the captain
19 will say, "No, this doesn't rise to that level.
20 Give him a written reprimand or give him an oral
21 consultation." "Give he or she an oral
22 consultation." So that's usually where it goes.
23 Once there is some charges, it's
24 processed over to the admin side of the building,
25 where an admin will go ahead and type up the

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1 paperwork with the notification to the union and
2 to the employee and that paperwork goes back to
3 the Field Operations where the paperwork is taken
4 out, where the employee will sign for it, and
5 then they have the charged hearing on the
6 specified date.
7 Q. And those are sent along you said to the captain
8 after the reporting supervisor makes -- does his
9 investigation?
10 A. Correct. The shift captain where that shift the
11 employee is on.
12 Q. And are there types of discipline that can apply
13 to a whole unit of a certain ambulance on a
14 shift?
15 A. I guess I don't understand your question.
16 Q. Is there -- let me try to rephrase. Would there
17 be an action or inaction by one EMS person on the
18 EMS crew that could have the entire crew
19 disciplined?
20 A. Absolutely.
21 Q. What kind of things would those be?
22 A. Well, the things would be improper patient care.
23 You know, there's two people on the truck and,
24 you know, not everything rises -- even if you're
25 a basic EMT on the truck with a paramedic,

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1 ultimately the paramedic is in charge, but if
2 somebody is doing something that's so negligent,
3 you still have the duty to, you know, do the
4 right thing. So something in that situation.
5 Lost equipment. Unless one party were to say
6 necessarily take the responsibility and like,
7 "Hey, I lost the blood pressure cuff," or what
8 have you, and then say, you know, the crew is
9 disciplined collectively for missing equipment.
10 Q. And when an incident is reported for potential
11 discipline, are written statements of the other
12 technicians or employees taken as well?
13 A. Yeah, generally.
14 Q. And if you know, how much weight is given to
15 those witness statements?
16 A. You know, that's -- that's a tough question to
17 answer because it's -- you know, it's just like
18 anything, no two situations are the same, no two
19 witnesses are the same. I mean you just have to
20 look at the packet globally. Everything that
21 happened. You know, the facts. Look at the CAD
22 sheets, look at, you know, as many facts that you
23 can find. You know, objective things, not
24 subjective things. So I can't put a number on
25 that because every case is different.

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1 Q. And if an EMT or paramedic was to receive
2 discipline for something that someone else on
3 their shift had done, would that discipline also
4 go through the same process of the Trial Board
5 and all of that?
6 A. Well, at the time, you know, whatever the --
7 whatever -- whatever process is in place, whether
8 it's 2012 or 2022, '23, all discipline should
9 proceed through the same process, period.
10 Q. Going back to the time when Mr. Cadoura was
11 attempting to be rehired, were there any
12 conversations you were aware of where individuals
13 discouraged Mr. Cadoura from reapplying?
14 A. I can't recall.
15 Q. Do you know of anyone who wouldn't want
16 Mr. Cadoura back?
17 A. I don't.
18 Q. Do you know if Mr. Cadoura was well liked by his
19 co-workers?
20 A. I can't really -- I can't really say. I mean,
21 you know, a lot of co-workers have come and gone
22 through the years and, you know, I can only
23 speak on myself, I can't speak for other people.
24 Q. In your opinion, was Mr. Cadoura a good EMT?
25 A. Yep. Yes.

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1 Q. So when someone receives a discipline that's
2 worthy of a suspension, is there a particular
3 guideline that instructs the captain or the shift
4 chief or whoever is issuing the suspension as to
5 how much time to suspend someone for?
6 A. Well, there is a General Rule 11 that has
7 guidelines laid out, but I'll tell you, times
8 change. I mean, you know, when you're fully
9 complemented with staff, you're not suspending
10 to -- or you have the latitude to give a guy a
11 day off here or there. You know, EMS in its
12 current state, we don't suspend anybody hardly
13 unless it's super egregious because we need the
14 bodies at work. So we hold a lot of stuff in
15 abeyance now. So a lot of that goes with how
16 much manpower you have available.
17 Q. And was that a similar situation in 2012/2013
18 with the looming bankruptcy?
19 A. If you're asking my opinion, in 2012/2013 they
20 didn't care.
21 Q. Who didn't care?
22 A. Administrators. They didn't care.
23 Q. So when you say they didn't care, they didn't
24 care about issuing suspensions or they didn't
25 care about the employees themselves, just to

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1 clarify?
2 A. I think both. I don't think they were worried
3 about the employees and I don't think they were
4 too concerned about giving a suspension to
5 somebody and it negatively impacting the amount
6 of trucks out on the street. I mean because
7 honestly, we had only five some days, ten trucks.
8 So if they gave a guy a suspension, it didn't
9 impact your operation at all.
10 Q. So would you say back in 2012/2013 they were a
11 little more -- they were giving suspensions a
12 little more freely?
13 A. Yes.
14 Q. In your opinion, was that always the correct
15 decision?
16 A. No.
17 Q. And why not?
18 A. Well, people are entitled to, A, due process and
19 the Department was not practicing due process.
20 They weren't following their own rules under
21 General Rule 61C-3, was members rights, you know,
22 and if you find somebody guilty, everybody is not
23 guilty until they've went through the whole
24 process, as far as I'm concerned. You know, if
25 somebody doesn't get a chance to have their say

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1 and have it adjudicated through the process that
2 the Department has in place in writing in a
3 contract in your own rules, then, no, that's not
4 right and it's not fair.
5 MR. SHEAROUSE: I don't think I have
6 anything further.
7 THE WITNESS: Okay.
8 MR. MCFARLANE: I have a couple of
9 follow-up questions.
10 EXAMINATION
11 BY MR. MCFARLANE:
12 Q. And based on what you were just talking about --
13 we'll start there. So you said suspensions were
14 given more freely and that they weren't always
15 getting through the process; is that correct?
16 A. That is correct.
17 Q. Okay. And at that time were you still part of
18 the union?
19 A. Yes, sir.
20 Q. And what union was that?
21 A. That was the POAM. Police Officers Association
22 of Michigan.
23 Q. And did their contracts have a grievance process
24 in it?
25 A. Let me think about this for a second. There was
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1 a process in the contract that was the old
2 operating engineers contract that was in
3 operation up until 2012. In 2012 there was a
4 CET, which is applied after Public Act 4. It was
5 instituted by the state, which the whole process
6 was run by the city.
7 Coming out of bankruptcy in 2013, I
8 believe it was November, is when the POAM picked
9 up that contract. So both the 2013 -- actually,
10 all three. The 2013, the CET, and the old
11 operating engineers contract all had different
12 processes.
13 Q. Did the union ever grieve what it felt was unfair
14 disciplines?
15 A. Yes.
16 Q. And that was something that they -- could the
17 union file the grievance or could the member file
18 a grievance or both?
19 A. Well, the member could file a grievance or both.
20 In most cases, if there was some discipline, I
21 think -- for instance, I think we filed nearly
22 200 grievances over I think a ten-month period of
23 time from 2010 and in that time, we filed class
24 action grievances to address some of the issues
25 with -- that was broadly affecting everyone, and
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1 then let's say there was a charge hearing, there
2 was some discipline, and then we would go ahead
3 and file a grievance, if we felt that the
4 suspension was unjust, and in the case of even
5 like Weingarten violations, we even took and
6 filed Unfair Labor Practices.
7 Q. And those would be filed where?
8 A. Well, the grievances would have been processed
9 through most likely the superintendent and
10 assistant superintendant, who his designee was.
11 Some went directly to HR depending on whether it
12 was payroll bound, or what have you. Others
13 would go to the commissioner level depending on
14 how broad the suspension was and then the Unfair
15 Labor Practices would have been filed through
16 MERC.
17 Q. All right. And with respect to filing
18 complaints, earlier you said there was no process
19 for processing employee complaints. Is the union
20 able to file a grievance on behalf of an
21 employee?
22 A. We are and we would. We filed complaints. You
23 know what, there was complaints on ambulance
24 safety. We filed a whole bunch of complaints.
25 The problem is the city just never responded.
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1 Q. And was the union able to file like ULPs at MERC?
2 A. Yes, we did.
3 Q. Did the union file any OSHA complaints?
4 A. Lots of them.
5 Q. And are you familiar with what is now coined
6 CRIA, but I believe used to be the Human Rights
7 Department?
8 A. Yes.
9 Q. Are employees able to make complaints at the
10 Human Rights Department or now known as CRIA?
11 A. They are now, yes.
12 Q. Are there any other entities that you're familiar
13 with in the City of Detroit that handles employee
14 complaints?
15 A. I imagine if you went through the ombudsman, you
16 could probably file a complaint as well.
17 Q. Earlier you testified about the promotional
18 processes and discipline that was issued
19 regarding the promotional process that kept
20 people from being eligible?
21 A. Yes.
22 Q. Did the union grieve that?
23 A. Yes.
24 Q. And what was the result of that grievance?
25 A. We ended up going and getting a CEEP applied and
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1 then the bankruptcy ensued. During the process
2 and meeting with Jones Day, David Birnbaum
3 specifically was the attorney from Jones Day.
4 What we did is we took all our grievances and we
5 laid them out. We laid out the expunged charges
6 that we were able to get expunged through
7 Commissioner Wheeler for greater than two years
8 and what we did is we took the Department of
9 General Rules and we showed the attorneys how the
10 whole process had -- the Department's process
11 with the Trial Boards had broken, you know, the
12 process for promotions and we explained it to
13 them. We laid out the paperwork.
14 We were able to show that we had acting
15 lieutenants at the time and these lieutenants,
16 you know, could eliminate some of the potential
17 people that could apply by just applying for the
18 discipline. They're found guilty at the
19 divisional hearing, and the next thing you know,
20 it's on your record for two years and if there's
21 a promotional process during that two years,
22 you're not eligible, and the Jones Day attorney
23 did agree with us, and actually, if you read I
24 think Article -- well, of the 2013 contract,
25 Article 9 and 10 -- and actually we wrote that at

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1 the union and they gave us the latitude to do
2 that because they recognized that we knew going
3 in that we were really broken as a Department or
4 as -- you know, and then the city there relative
5 to discipline.
6 So they allowed us to change that and
7 that's where we eliminated the Trial Boards
8 altogether and they agreed they were cost and
9 time prohibitive because they were paying the
10 battalion chief overtime coming on these things
11 as well. So that's how that all became
12 eliminated and, you know, the promotional process
13 was affected by it.
14 Q. And how many interactions prior to 2013 did you
15 have with Mr. Cadoura?
16 A. You know, I had a few. I mean when you're out in
17 the streets and you run into crews at the
18 hospital, you talk to them. I'd see him here and
19 there. Were we friends? No. Did we hang out?
20 No, but, you know, when you're on the job for any
21 period of time, you get to know people. You
22 know, at one point I guess we were Facebook
23 Friends. Now we aren't Facebook Friends and I
24 can't even tell you when that was. That was a
25 long time ago, but, you know, the one common

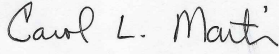
Page 51

1 thread that we had was we both were passionate
2 about EMS and the citizens being served properly
3 and him and I kind of went different pathways and
4 I necessarily didn't follow with Sahn (ph), where
5 I went a different pathway, and in the end, I
6 mean we took different paths and we kind of
7 separated, but I know who he was and, you know,
8 he had my respect as a person for what he was
9 trying to do.
10 Maybe I didn't agree with some -- you
11 know, wasn't an in-the-face kind of guy, but, you
12 know, at the end of the day, I understood when
13 somebody gets in your face, you get right back at
14 them.
15 Q. Did you have involvement in the hiring process in
16 2017/2018?
17 A. I did limited. So we were trying to attract
18 employees. We had -- I think we went -- we put
19 in about 150 that year, because we were short
20 staffed. So what we did -- we had the Training
21 Academy up, we put up tents. People came through
22 the door and would say, "Wow, this is pretty cool
23 stuff" and, you know, a lot of our special
24 operations equipment.
25 So we had an obstacle course there for

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1 this. HR would come in. We'd come in.
2 Typically I'd leave my office and go down and
3 talk to everybody. Welcome them to the Training
4 Academy, introduce them to Chief Green, who is
5 ultimately in charge of the Training Academy,
6 and, you know, talk a little bit about EMS and
7 that was generally my involvement. From time to
8 time, I was asked to sit in maybe on the oral
9 interview portions, but that wasn't all the time.
10 That was just once in a while, if they didn't
11 have enough people.
12 Q. I know Chief Burch was mentioned earlier. I want
13 to be careful how I word this. Do you know the
14 status of Chief Burch?
15 A. Chief Burch is deceased.
16 Q. And when did that occur?
17 A. I got to think this out here. It's been five
18 years. It would have been 2018.
19 MR. MCFARLANE: No further questions.
20 MR. SHEAROUSE: I don't have anything
21 further.
22 MR. MCFARLANE: Thank you, sir. You're
23 all set.
24 (Deposition concluded at 11:54 a.m.)
25 * * *

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<p>1 STATE OF MICHIGAN) 2) 3 COUNTY OF OAKLAND) 4 Certificate of Notary Public 5 I do hereby certify the witness, whose 6 attached testimony was taken in the above matter, was 7 first duly sworn to tell the truth; the testimony 8 contained herein was reduced to writing in the 9 presence of the witness by means of Stenography; 10 afterwards transcribed; and is a true and 11 complete transcript of the testimony given. I 12 further state that I am not connected by blood or 13 marriage with any of the parties, their attorneys 14 or agents, and that I am not interested, 15 directly, indirectly or financially in the matter 16 of controversy. 17 In witness hereof, I have hereunto set my hand 18 this day in Novi, Michigan, County of Oakland, 19 State of Michigan. January 13, 2023 20  21 Carol L. Martin, CSR-3532 22 Certified Shorthand Reporter 23 Notary Public, Oakland County, Michigan 24 My Commission Expires: 10/25/2025 25</p>	

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EXHIBIT C

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IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

RICHARD CADOURA,

Plaintiff,

v.

THE CITY OF DETROIT,

Defendant.

Case No.

20-cv-12986

VIDEOCONFERENCE DEPOSITION OF
DONELLA JAMES

DATE: Monday, January 9, 2023

TIME: 9:03 a.m.

LOCATION: Remote Proceeding

Troy, MI 48083

REPORTED BY: Qiwana Glover, Notary Public

JOB NO.: 5655075

<p>1 APPEARANCES 2 ON BEHALF OF PLAINTIFF RICHARD CADOURA: 3 CARLA D. AIKENS, ESQUIRE (by videoconference) 4 AUSTEN SHEAROUSE, ESQUIRE (by videoconference) 5 Aikens Law Firm 6 615 Griswold, Suite 709 7 Detroit, MI 48226 8 carla@aikenslawfirm.com 9 austen@aikenslawfirm.com 10 (844) 835-2993 11 12 ON BEHALF OF DEFENDANT THE CITY OF DETROIT: 13 JASON T. MCFARLANE, ESQUIRE (by videoconference) 14 Detroit City Attorney's Office 15 Two Woodward Avenue, Suite 500 16 Detroit, MI 48226 17 mcfaj@detroitmi.gov 18 19 20 21 22 23 24 25</p>	<p>1 PROCEEDINGS 2 THE REPORTER: Good morning. My name 3 is Q. Glover; I am the reporter assigned by Veritext 4 to take the record of this proceeding. We are now on 5 the record at 9:03 a.m. 6 This is the deposition of Donella James 7 taken in the matter of Richard Cadoura vs. The City of 8 Detroit on today, Monday, January 9, 2023 via Zoom. 9 I am a notary authorized to take 10 acknowledgments and administer oaths in Michigan. 11 Parties agree that I will swear in the witness 12 remotely. 13 Additionally, absent an objection on 14 the record before the witness is sworn, all parties 15 and the witness understand and agree that any 16 certified transcript produced from the recording of 17 this proceeding: 18 - is intended for all uses permitted 19 under applicable procedural and 20 evidentiary rules and laws in the same 21 manner as a deposition recorded by 22 stenographic means; and 23 - shall constitute written stipulation 24 of such. 25 At this time will everyone in</p>
Page 2	Page 4
<p>1 INDEX 2 EXAMINATION: 3 By Mr. Shearouse 4 5 EXHIBITS 6 NO. DESCRIPTION 7 (None marked.) 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p>1 attendance please identify yourself for the record. 2 MR. SHEAROUSE: Austen Shearouse on 3 behalf of Plaintiff Cadoura. 4 MR. MCFARLANE: Jason McFarlane on 5 behalf of City of Detroit and Donella James. 6 MS. JAMES: Donella James, the witness 7 for the City of Detroit. 8 THE REPORTER: Thank you. After 9 hearing no objection, I will now swear in the witness. 10 Ms. James, can you please raise your right hand. 11 WHEREUPON, 12 DONELLA JAMES, 13 called as a witness, and having been first duly sworn 14 to tell the truth, the whole truth, and nothing but 15 the truth, was examined and testified as follows: 16 THE REPORTER: Thank you. Counsel, you 17 may begin. 18 EXAMINATION 19 BY MR. SHEAROUSE: 20 Q Good morning. My name is Austen Shearouse 21 and I represent Plaintiff Cadoura in this matter. I 22 just have a couple of quick questions and some ground 23 rules so that we can get rolling on this as quickly as 24 possible. First off, have you ever had your 25 deposition taken before?</p>
Page 3	Page 5

1 A I have had a deposition done before, but
2 nothing related to this issue.
3 Q Okay. So just as a reminder, I know the
4 court reporter made a mention of it earlier, but
5 especially with it being Zoom, make sure to give a
6 couple of seconds after the question finishes so that
7 she can ensure a correct record of it and I'm going to
8 try to do the same for your answer. I know at some
9 point, we will inevitably talk over each other or
10 anticipate where the other one is going. It's just
11 kind of the nature of things. But if we could both do
12 our best to try to avoid that situation.
13 If at any point in time you need a break,
14 I'm happy to do that. All I ask is that if myself or
15 Mr. McFarlane has posed a question, I ask that that
16 question be answered before we take a break.
17 Other than that, make sure all your answers
18 are verbal. No head nods or shakes or uh-uhs. That
19 obviously makes it very tough for the court reporter
20 to record them.
21 Can you state your full name for the record,
22 please.
23 A Yes; Donella Denise James.
24 Q And what is your date of birth?
25 A May 12, 1969.

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1 Q Are you currently employed?
2 A Yes.
3 Q Where are you employed at?
4 A Ascension St. John Hospital in Detroit.
5 Q And what is your role there?
6 A Registered nurse.
7 Q And when did you start in that position?
8 A I've actually been employed at Ascension St.
9 John Hospital since August of 1994. But upon retiring
10 from the City of Detroit in 2016, became a part-time
11 employee in the emergency department.
12 Q So you said that you have been working with
13 Ascension St. John since 1994, correct?
14 A Correct.
15 Q So was that employment running congruent to
16 when you were working with the City of Detroit?
17 A That is correct.
18 Q Okay. And what were you doing for Ascension
19 St. John while you were working for the City of
20 Detroit?
21 A Was my initial employ, I was working in the
22 emergency department as an emergency room technician.
23 And then, in, I want to say, 2002, I got my nursing
24 license and my role transitioned at that time to a
25 registered nurse.

Page 7

1 Q And then, you've been a registered nurse
2 with them since 2002?
3 A Correct.
4 Q Were there any breaks in your employment
5 with that or is that continuous employment?
6 A It's considered continuous. Although, I had
7 approximately a nine month break during schooling.
8 But because the time was so short, they made the
9 employment just continuous.
10 Q Okay. And then, you said that you retired
11 from the City of Detroit Fire Department in 2016; is
12 that correct?
13 A Correct, September the 6th, I believe, is
14 the accurate date, 2016.
15 Q And when did you start working with the City
16 of Detroit?
17 A September 3, 1991.
18 Q And what role did you start out in at the
19 City of Detroit in 1991?
20 A With my initial employment, I was hired as
21 an emergency medical technician, which later then
22 transitioned to a paramedic, which then later became a
23 lieutenant, which, I believe, the classification now
24 is assistant EMS supervisor. And upon my retirement,
25 I was actually the EMS supervisor, which was a

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1 captain.
2 Q And do you know about what time you were
3 promoted from EMT to paramedic?
4 A I don't. I would have to look up my
5 licensing dates. I really, honestly, I do not know
6 those dates.
7 Q And would you happen to know the dates for
8 your promotion from paramedic to lieutenant?
9 A Unfortunately, no.
10 Q And what about lieutenant to captain?
11 A No, sir. To be specific, a specific date,
12 no, I don't have that.
13 Q Do you have years for those?
14 A I would totally be speculating so I'm going
15 to say no.
16 Q No worries. Okay. So EMT to paramedic.
17 And the rank of captain/EMS supervisor, was that the
18 rank that you retired from?
19 A That is correct.
20 Q Were you ever demoted from that rank at any
21 point in time?
22 A That is negative.
23 Q Were you ever demoted from any rank?
24 A That is also negative.
25 Q in your role as a lieutenant, did you ever

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<p>1 issue discipline? 2 A Yes. 3 Q Can you explain the process of issuing 4 discipline to me? 5 A Well, it depends on what the actual 6 allegations are. But under normal circumstances, 7 there's an investigation that occurs where the 8 individual that's being, well not disciplined, but the 9 individual in which the charges are being preferred 10 usually provides a statement, either written or oral. 11 You usually compile all that information together. 12 You submit it in a written document. 13 Your captain, who is on your shift, reviews 14 those documents. And then, that information gets 15 forwarded to administration. 16 When administration gets those documents, 17 they review it and then they determine whether or not 18 it is valid for discipline and then they prefer the 19 discipline. 20 Q And so, are there forms that you fill out 21 when you issue somebody discipline? 22 A Correct. There's actually a charge form and 23 there is a format that most people follow for the 24 charge form. But you usually include an investigative 25 summary with statements from the individual that's</p> <p style="text-align: right;">Page 10</p>	<p>1 they are then advised of what their discipline is. If 2 I'm not mistaken, the general rules did have 3 guidelines of where discipline could begin based on 4 the offense. 5 Q And if there is a suspension issued, is 6 there a form that's filled out? 7 A Correct; yes. There's a form that's done 8 when the actual charge hearing is done by either the 9 assistant or the chief of the department. At that 10 time, they're told what their discipline is. If I'm 11 not mistaken, it was written on the back of the charge 12 form as to what the penalty was. 13 MR. SHEAROUSE: I'm going to go ahead 14 and share my screen real quick. Let me know if you 15 can see that document clearly. 16 THE WITNESS: I think I lost you in 17 it's entirety. Are you there still? 18 MR. SHEAROUSE: Yeah. We're still 19 there. 20 THE WITNESS: Yes. I can see the 21 actual charge. 22 MR. SHEAROUSE: Okay. 23 BY MR. SHEAROUSE: 24 Q And so, what is this document, if you know? 25 A Okay. The document that I'm viewing that's</p> <p style="text-align: right;">Page 12</p>
<p>1 being charged and based on your findings which support 2 the charges. 3 Q And are there different levels of discipline 4 within the City of Detroit Fire Department? 5 A I'm not exactly sure what you're asking. 6 Can you just provide a clarification? 7 Q Sure. Are there different punishments 8 within the City of Detroit Fire Department for 9 discipline? 10 A Yes -- yes. There are levels of discipline. 11 But as far as an EMS supervisor, we have no control 12 over that. There are guidelines based on the degree 13 of the discipline being a first, second, third, or 14 subsequent offenses. 15 Q Are there certain actions that receive more 16 severe discipline? 17 A I don't know if the severity of the 18 discipline is a good term for it, but there are 19 guidelines which start based on allegations or the 20 particular rule that's violated. 21 Q And are those guidelines shared with the 22 City of Detroit personnel? 23 A I don't know if they are readily available 24 or accessible to them. But at the time where the 25 charges are being heard by the administrative staff,</p> <p style="text-align: right;">Page 11</p>	<p>1 in my screen is the actual suspension notice. That's 2 not the charge that's preferred by the officer that's 3 supervising the technician at the time. That's a form 4 that's actually generated by the administrative 5 office. 6 Q And so, this is the administrative office 7 form? 8 A Correct. 9 Q Okay. And then, is it typically signed by 10 one of the administration and the supervisor who 11 issued the discipline? 12 A I think maybe there may be some confusion. 13 The actual supervisor that generates the charge signs 14 that charge. The form that you have in front of me, 15 which is the notice of the suspension, is more of a 16 summation of what the charge is and then it outlines 17 or details the suspension itself. That's not the 18 actual charge form that gets generated by the 19 supervisors. 20 Q Okay. So that suspension notice is filled 21 out after all of the proceedings have concluded then? 22 A That is correct. 23 Q And with that form particularly, that makes 24 a recommendation for discharge, correct? 25 A For discharge? I mean, it can include up to</p> <p style="text-align: right;">Page 13</p>

4 (Pages 10 - 13)

1 discharge. But that particular document that you
2 showed me detailed a suspension, the duration of the
3 suspension and what the actual suspension was for.
4 Q What are some reasons that that document
5 might be filled out to recommend termination?
6 A I don't have that information for you.
7 Q Have you ever recommended somebody for
8 termination?
9 A That is a negative. That is nothing -- that
10 -- the recommendation for termination does not come
11 from the field supervision office.
12 Q So when you issue discipline for someone
13 subordinate to you, you don't make a recommendation
14 for termination or not?
15 A That is accurate. We have no involvement of
16 what the suspension could be, up to and including
17 termination.
18 Q Have you ever been involved in the hiring
19 process for the City of Detroit?
20 A That is a negative; not that I can recall.
21 Q Are you familiar with the City of Detroit
22 having a "do not rehire" list?
23 A Not that I have been involved -- I'm
24 sorry -- not that I have ever been involved in the do
25 not hire process so I'm not absolutely sure of what
Page 14

1 all of the requirements or what the stipulations are
2 for an individual being deemed as do not rehire.
3 Q So you've never recommended anybody not to
4 be hired?
5 A That is correct; never.
6 Q Have you ever heard about someone not being
7 recommended to be rehired?
8 A Yes. But as far as knowing the reason why
9 they weren't rehired, no.
10 Q Can you explain the promotional process
11 within the City of Detroit Fire Department, starting
12 from the EMT position?
13 A Well, from the EMT position to be promoted
14 for to a paramedic, you have to complete an approved
15 paramedic program and then you have to be successful
16 with the licensing process through the City of
17 Detroit. I mean, not the City of Detroit, through the
18 State of Michigan.
19 At that time, you then submit a letter of
20 interest for paramedic and then there's requirements
21 within the department that you have to do so many
22 hours of rotation as a third person on the vehicle, on
23 the paramedic truck. You're usually evaluated by one
24 of the supervisors, as far as being competent to
25 perform in your duties. And then, you work -- if I'm
Page 15

1 not mistaken, because it's been a while -- that you
2 ride as a third or it used to be that you would ride
3 as a third person on the truck as a paramedic during
4 the probationary period. And then, once you were
5 deemed competent then you were given the ability to
6 function fully as a paramedic on the truck.
7 As far as being promoted from paramedic to
8 lieutenant or assistant EMS supervisor, there was a
9 written test that you had to do as far as an oral
10 interview. And then you were placed on an eligibility
11 list, which was, if I'm not mistaken, valid for two
12 years. And as positions became available, as far as
13 individuals retiring or leaving the department, then
14 you would get promoted to lieutenant, which was the
15 same process as being a captain. There was a written
16 as well as an oral interview.
17 Q Okay. So once someone files a letter of
18 interest for paramedic and they secure their licensure
19 and perform their hours, what stair next step?
20 A There is a probationary period. Like I
21 said, they work on a vehicle as a third under the
22 supervision, it used to be, of a more senior paramedic
23 where they could get feedback and instruction,
24 teaching, experience. And then, after that time, they
25 were also being evaluated by supervisors who would
Page 16

1 also periodically respond to runs to see how they were
2 performing. And if there was no issues with that,
3 then after the probationary period, they would be
4 certified as a paramedic.
5 Q During your time at the City of Detroit, did
6 you ever work with Richard Cadoura?
7 A Not that I can -- I'm sorry -- not that I'm
8 able to recall have we ever worked on an ambulance
9 together. I am able to say that at some point in time
10 during my career, I was a supervisor for him.
11 Q And what was your impression of him?
12 A As far as -- just for clarification -- as
13 far as being a supervisor for him?
14 Q What was your impression of his ability as
15 an EMT to treat patients?
16 A If I'm able to recall, I don't believe there
17 was ever any issues of him improperly caring for a
18 patient that I'm aware of. I don't think any of the
19 issues with Mr. Cadoura were related to patient care,
20 as far as when I was a supervisor for him.
21 Q But you said there were issues with him?
22 A No. Just for clarification, I'm saying as
23 far as I'm aware, I can't recall any issues that I had
24 with him related to patient care.
25 Q Right. But there were issues, you're
Page 17

1 saying, non-related to patient care?
2 A That is correct. Yes.
3 Q And what were those issues?
4 A Mr. Cardura had issues with supervision. He
5 did not take direction well if it was something that
6 he did not agree with. There were instances where it
7 was detailed of him being insubordinate as far as and
8 also as far as disobedience, refusing to wear the
9 uniform in the prescribed manner, refusing to shave,
10 issues such as that.
11 Q And onto the uniform point, is there a
12 reason that someone might not wear the uniform
13 properly?
14 A There can be instances where a technician's
15 uniform gets soiled with blood or body fluids on the
16 scene of a run. That can be an issue. Or just
17 failing to not be compliant with what the uniform
18 regulations are.
19 All of the employees, the department had a
20 rule where you were required to bring a spare uniform
21 to work in the case of if a uniform gets soiled you
22 would have a clean uniform to change into.
23 Q Are you supposed to keep that spare uniform
24 on the truck?
25 A Yes, sir, you are. Yes. You are.

Page 18

1 Q So you said that there were instances of
2 insubordination. Can you give me a specific?
3 A Mr. Cadoura didn't like to shave. In
4 compliance with MIOSHA, in order for a HEPA mask to
5 fit secularly on one's face, in the absence of having
6 a shaven profile, the technicians were required to be
7 clean-shaven. Mr. Cadoura did not like to shave. So
8 I can attest to an incident in which I had where he
9 refused to shave and he became insubordinate when I
10 addressed him on shaving.
11 Q Do you know if there was any reason, in
12 particular, that he wasn't shaving?
13 A There was no documented reason that I'm
14 aware of of him refusing to shave, other than just an
15 unwillingness to shave.
16 Q During his time at the City of Detroit Fire
17 Department, did you ever hear about Mr. Cadoura being
18 the target of any racial harassment?
19 A No, not that I'm aware of.
20 Q Were you ever aware of anybody at the City
21 of Detroit during your tenure being the subject of
22 racial harassment?
23 A No -- no, not that I'm able to recall.
24 Q Do you ever recall Mr. Cadoura making
25 complaints about his situation within the department?

Page 19

1 A Can you provide clarification on that?
2 Q Sure. Do you ever recall Mr. Cadoura making
3 a complaint that somebody was harassing him?
4 A No, not that I can recall.
5 Q Do you ever recall Mr. Cadoura making any
6 complaint or notifying anyone in the department about
7 policies not being followed?
8 A No, not that I can recall. Other than, I
9 mean, if you want to say something as vague about if
10 he got disciplined and then complained about the
11 discipline that was being preferred against him. But
12 that would kind of be normally what most technicians
13 would do. They weren't in agreement with what they
14 were being accused of. So anything specific, not that
15 I'm able to recall.
16 Q So other than this lawsuit, are you aware of
17 any other of Mr. Cadoura's lawsuits?
18 A The only lawsuit that I have some
19 information but it's vague was a reverse
20 discrimination lawsuit which was years ago where him
21 and several other individuals were suing the
22 department alleging reverse discrimination.
23 Q Do you know what happened with that suit?
24 A As far as the specifics of it? No. Other
25 than the fact that I was told that it was dismissed.

Page 20

1 Q Did you hear any other information about
2 that lawsuit?
3 A No, sir. That's a negative. No.
4 Q Were you aware of Mr. Cadoura being involved
5 with a news story regarding ambulance response times?
6 A The only thing I can say as far as to be as
7 accurate as possible is that that was so long ago that
8 I know I was not involved in it directly. So anything
9 or any information that I provide to you would be
10 speculative.
11 Q So switching gears a bit. When someone
12 resigns from the City of Detroit Fire Department,
13 what's the process for them going about doing that?
14 A Under normal circumstances, they usually
15 submit a letter advising of their intent to leave.
16 There was a process at one time that once HR was
17 notified that they would do an exit interview and then
18 they would depart. I'm not exactly sure of the entire
19 process only because I'm not involved in anyone
20 leaving or being hired.
21 Q But to your knowledge, an exit interview at
22 some point in time was supposed to occur?
23 A Correct. That is correct. But my
24 understanding is that the exit interviews are normally
25 voluntarily so the technician that's leaving does not

Page 21

1 have to comply with it.
2 Q Do you know how the technician is notified
3 about that exit interview?
4 A No, I do not.
5 Q And then, if somebody resigned and then
6 wanted to come back to the City of Detroit, what would
7 that process look like?
8 A I would have to say that it would be normal,
9 just like any other individual applying for the City
10 of Detroit. You would have to go through the
11 application process and whatever requirements were
12 deemed necessary. But an individual who's coming back
13 to the department, as long as they're not deemed a do
14 not rehire, would go through the same process.
15 Q But if they are deemed a do not rehire, is
16 there a different process?
17 A I would -- it would be my assumption that,
18 yes, that if they were a do not rehire then human
19 resources would not even allow them to come back --
20 Q And in regard -- oh, sorry.
21 A I'm sorry.
22 Q Oh, no, please continue. Sorry.
23 Q But the entire hiring process or return
24 process is all handled through human resources.
25 Q Okay. And earlier, you stated that you

Page 22

1 didn't know the reasons that someone might be placed
2 on the do not rehire list?
3 A That is correct. I'm sorry. I was just
4 checking my watch. I think that's my employer. I'm
5 sorry.
6 Q No, you're okay.
7 A As far as I'm aware, I'm not exactly
8 positive to be able to say what all the caveats are
9 that makes an individual a no rehire, a do not rehire.
10 But, I mean, as far as hearsay, I know an individual
11 is expected to give a certain amount of notice. But
12 other than that, I'm not sure what else entails that
13 makes the individual a do not rehire. But that would
14 be with any employer. The expectation is that if
15 you're leaving your employment you would give at
16 minimum a two week notice.
17 Q Have you ever supervised, worked with, or
18 heard of an individual that worked at the City of
19 Detroit Fire Department named Brian Moore?
20 A Yes. I am familiar with Brian Moore.
21 Q In what capacity are you familiar with him?
22 A As far as just totally professional as far
23 as him working on the job as an EMT, working as a
24 paramedic, and on several occasions being his
25 supervisor.

Page 23

1 Q Were there any issues with Mr. Moore during
2 your supervision of him?
3 A As far as his performance as an EMT and a
4 paramedic, I can't recall that I ever preferred any
5 discipline against him for violations of rules. But,
6 like I said, I mean, I'm sorry and I don't mean to,
7 like, be vague. I mean, I've been gone for six years
8 so there's a lot of things I can't remember what I did
9 yesterday. So in the absence of having something in
10 front of me that has my name on it that I'm able to
11 actually review then, I mean, I have to say that I'm
12 not sure. Anything else, I would just be guessing.
13 Q And I don't want you to guess. So please,
14 by all means, if you don't know, continue to tell me I
15 don't know. That's completely fine. No harm, no
16 foul. So you weren't aware of any disciplinary action
17 that Mr. Moore may or may not have received?
18 A As far as secondhand knowledge? Then I can
19 say, I mean, you know, supervisors would talk or you
20 would hear of other supervisors speaking in the office
21 of technicians being disciplined. I know there was an
22 issue with Paramedic Moore and another employee that
23 was a friend that had to do with workplace violence.
24 And I believe that Brian Moore had an issue with
25 patient care, but all of the specifics of it I'm not

Page 24

1 sure of. If I had probably preferred a discipline and
2 it was really egregious, then I would be able to
3 recall it. But other than that, it's very vague.
4 Q And you said you vaguely remember hearing
5 about a patient care issue but you wouldn't know the
6 specifics of that?
7 A Correct.
8 Q Okay. Did you ever hear about him being
9 placed on the do not rehire list?
10 A No, I'm not. I've got to remember. I'm
11 sorry. Everything's delayed. That's a negative. No,
12 I did not know that Brian Moore was a do not rehire.
13 But I know he was back on the job. I don't know if
14 he's still currently employed because I would see him
15 occasionally come to the emergency department. So I
16 don't know if he still works for the city.
17 Q Okay. But you do know that at some point in
18 time he came back to the job?
19 A Correct. That is correct. Yes.
20 Q Okay. Did you ever supervise or work with a
21 -- let me find it. My handwriting on this name is so
22 poor. Let me pull it up. Did you ever work with or
23 supervise a Nicholas Collingsworth?
24 A That is correct. Yes, I did work with
25 Nicholas Collingsworth. I think I worked with him a

Page 25

7 (Pages 22 - 25)

1 couple times on the ambulance. But I can tell you for
2 sure that I was his supervisor.
3 Q Did you ever recommend him for any
4 discipline?
5 A Absolutely.
6 Q And what were some of the issues that Mr.
7 Collingsworth had?
8 A I preferred charges on Nicholas
9 Collingsworth for, I believe, it was for
10 insubordination and also for obedience.
11 Q Can you explain the difference between
12 insubordination and obedience discipline?
13 A Insubordination was failing to comply with
14 an order, being insubordinate. Just pretty much not
15 going to do what you were directed to do. And
16 obedience was more behavior dialogue.
17 Q Okay.
18 A I may have -- I would have to see documents
19 in his personnel file -- I may have even charged
20 Nicholas Collingsworth with patient care related
21 issues too, but I'm not exactly sure.
22 Q Do you know if he was recommended for the do
23 not rehire list?
24 A I want to say yes, but the specifics, I'm
25 not sure of why.

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1 Q So you weren't sure of the reasoning for
2 that placement?
3 A Correct.
4 Q Do you know if he was ever taken off?
5 A Can you provide clarification when you say
6 "taken off"?
7 Q Yes. Of course. Do you know if Mr.
8 Collingsworth was ever taken off the do not rehire
9 list?
10 A That, I'm not aware of. That, I do not
11 know.
12 Q So generally, during your time at the City
13 of Detroit, have you ever heard of anybody being taken
14 off the do not rehire list?
15 A No, not that I'm aware of.
16 Q As a supervisor, did you have any insight as
17 to reasons why someone might be taken off of the list?
18 A No, I was not.
19 Q And you said earlier that you were not aware
20 of any complaints Mr. Cadoura made regarding racial
21 harassment during his time with the City of Detroit,
22 correct?
23 A Not -- not that I'm able to recall.
24 Q Okay. I'm going to share my screen again
25 here.

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1 A Okay.
2 Q So let me know once it's visible to you.
3 A Are you able to enlarge it so that I can see
4 it?
5 Q Let me see. Is this at all helping if I
6 zoom in a little bit?
7 A When you zoomed in, it cut off half the
8 screen.
9 Q All right. Yeah. Let me see if I --
10 A Yeah. Because it wouldn't let me open it
11 further.
12 Q Yeah. I'm going to re-zoom.
13 A Okay.
14 Q Let's see if this is any better? Is this a
15 little bit more clear?
16 A Okay. That's better. That's much better.
17 Q Wonderful. So what you see before you, this
18 looks to me like a letter from Captain Joe Wilson to
19 -- or from, sorry, Gary Kelley to Captain Joe Wilson
20 mentioning Lieutenant John Sablowski not to be
21 assigned in any role or sector that would cause him to
22 be the immediate supervisor of Richard Cadoura. Do
23 you see that?
24 A Yes, I do see the document.
25 Q Okay. Do you know why this document was

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1 issued?
2 A That is a negative. I don't have any
3 information as to why the document was generated. I
4 can only provide an assumption that it's possible that
5 there was an investigation for some allegations
6 against Lieutenant Sablowski by Cadoura and until the
7 investigation was completed then that would warrant
8 him not being his immediate supervisor until that's
9 done.
10 Q And what sorts of complaints would lead to
11 an investigation against someone like Lieutenant John
12 Sablowski?
13 A I don't know what the specific complaint
14 that generated this particular letter, but it was not
15 uncommon for technicians to complain about
16 supervisors, especially if they felt like they were
17 being supervised or if their assumption was they were
18 not being unfairly treated. But with all allegations,
19 it warrants an investigation. And until the
20 investigation is concluded and the allegations are
21 either unfounded or found to be some validity then
22 they would not allow that supervisor to be the
23 immediate supervisor of the individual that has filed
24 the complaint.
25 Q And about how long, typically, would an

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1 investigation into something like this take?
2 A I don't think there's any specific or there
3 was any specific duration. It just entailed the --
4 what the specifics were of the allegations as far as
5 what resources would be needed. If it was an
6 allegation of any type of forms of harassment, then
7 normally that investigation would be held through the
8 law department, if I'm not mistaken.
9 Q So even though there was no set time, was it
10 common in the City of Detroit to have these
11 investigations done within six months of the
12 complaint?
13 A If that's the information that you have as
14 far as the deadline, then I guess that would be
15 accurate. But I can't say with any surety that it
16 would be six months. It could be less than that,
17 depending on how much investigation is needed, what
18 the details are as far as interviews with the person
19 that is bringing about the allegations, as far as the
20 individual that's being alleged to have done some
21 wrongdoing.
22 Q And I want to clarify. I'm not referencing
23 any specific policy or anything. I'm just trying to
24 find out what the average time for the investigation
25 duration would be.

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1 A As far as working for the city, there's
2 nothing that's cut and dry. But I'm sure that things
3 needed to be investigated within a timely manner. But
4 that, like I said, is dependent on the amount of
5 investigation that's needed.
6 Q Okay.
7 A And as you can see, the document says "until
8 further notice," which would make me believe that
9 there was an active investigation being done. So
10 until it was resolved, and to prohibit any further
11 issues with Mr. Cadoura and Lieutenant Sablowski,
12 that's why they felt that in the best interest of the
13 department, as well as in the best interest of the
14 technician, that he would be not directly supervised
15 by him.
16 Q Then below this, you'll see that this was
17 issued July 14, 2008 and then February 12, 2009 there
18 is another letter from Gary Kelley saying, "Effective
19 immediately, all restrictions involving work
20 experience related to -- a blanked out name -- and EMT
21 Richard Cadoura are hereby lifted."
22 Do you know any other supervisors that
23 Cadoura might have made complaints against that would
24 prohibit him working with them?
25 A No, not that I'm aware of. I mean, you

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1 figure this was back in 2009. That's, like, 13 years
2 ago, so that, I'm not sure. And I'm not exactly sure
3 what Mr. Cadoura's date was when he finally left the
4 department so I'm not sure what else he probably filed
5 against various supervisors within the department.
6 Q Mr. Cadoura issued his resignation in 2012-
7 2013, towards the end of 2012.
8 A Okay.
9 Q Just so we've got a timeline going here.
10 And then, you said that the law department handles the
11 investigation for issues involving harassment; is that
12 correct?
13 A That is correct. I believe it was the law
14 department and then, I want to say, human relations,
15 maybe?
16 Q So those types of investigations were held
17 outside of the department. But were investigations
18 related to performance as an EMT generally taken care
19 of by the department itself?
20 A That is correct.
21 Q Okay. So earlier, we were talking about Mr.
22 Cadoura's ability as an EMT and we also discussed his
23 insubordination; do you remember that?
24 A Yes.
25 Q Okay. In your opinion, was Mr. Cadoura an

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1 asset to the City of Detroit?
2 A In my opinion, as far as an EMT working on
3 the job, I could say that he probably was an asset as
4 far as being able to take care of patients. But
5 there's more to an employee -- in my opinion, there's
6 more to an employee than just their ability to
7 perform. It's the employee as a whole. And Mr.
8 Cadoura had an issue with being supervised. He did
9 not want to be directly supervised.
10 As long as he was given the ability to
11 perform in his capacity which he felt, then you didn't
12 have an issue with him. But any time that you
13 addressed him on a deficiency than he became defiant.
14 Now, that's my opinion. I'm entitled to my opinion.
15 Q Yeah, of course.
16 A I mean, and as you can see just from the
17 documents that you probably have in front of you, when
18 you look at Mr. Cadoura's disciplinary record, unless
19 there's a lot of patient care related issues, I think
20 the majority of Mr. Cadoura's issues was based on
21 attitude and behavior.
22 Q I meant to ask this earlier, but my
23 apologies. Ms. James, have you ever been married?
24 A Yes, I am currently married. I have been
25 married for 24 years.

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1 Q Oh, congratulations.
2 A Thank you.
3 Q What is the name of your spouse?
4 A I'm sure you're aware; my husband is Gerald
5 James. He was once the chief of the department. We
6 both started in September of '91 together and we both
7 retired in 2016 together.
8 Q Love that. Yeah. I just needed that for my
9 clarification.
10 A Okay.
11 Q Let's see? During your time with the City
12 of Detroit, do you ever recall a period where a higher
13 than average amount of discipline was being issued?
14 A Let me see how I want to word this? I'm not
15 going to say it was a higher amount of discipline
16 being issue. It depends on who you're talking to
17 who's referring to that being a higher amount of
18 discipline. I think the amount of discipline was
19 appropriate for what was being done at that time.
20 There's always been discipline being
21 preferred throughout my -- my entire tenure within the
22 department. I just believe that at some point the --
23 what was being committed at the time just became more
24 egregious and was more notable that needed discipline.
25 Where, in the past, some disciplinary issues were kind
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1 of looked over, sidestepped, or just not considered to
2 be that important. Where, at the point that probably
3 people are preferring or referring or alleging that
4 there was higher amounts of discipline.
5 Q So there was a time where there was
6 disciplinable actions that were being overlooked?
7 A Yes.
8 Q And do you know if having discipline on
9 someone's record prevents them from being promoted?
10 A I believe it's based on the type of
11 discipline that would prevent you from being promoted.
12 Depends on where it is as far as the timeliness of it.
13 I don't believe that an EMT can be promoted to a
14 paramedic with patient care related issues within a
15 certain period of time, but the specifics, I'm not
16 sure of.
17 Q And you said patient care related issues for
18 an EMT?
19 A I believe so -- I believe so. Yes.
20 Q If someone resigns with pending discipline,
21 are they automatically placed on a do not rehire list,
22 to your knowledge?
23 A I don't have the knowledge of that. That,
24 I'm not sure of.
25 Q Would you be aware of any Detroit policy
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1 stating the same?
2 A That, I'm not aware of. As I said before,
3 those types of issues related to an individual being a
4 do not rehire was solely on the basis of the
5 administrative office. The field supervision office
6 had no control over that or no input in that.
7 Q Were you ever aware of your husband making a
8 recommendation for Mr. Cadoura being placed on the do
9 not rehire list?
10 A That, I'm not aware of. Contrary to what
11 most people would believe, we didn't really discuss a
12 lot of stuff as far as what his role was.
13 Q So just so I'm clear, the field supervision,
14 do they make any recommendation to terminate, place on
15 do not rehire, anything like that?
16 A My answer to that is, no. Field supervision
17 has no input in that.
18 Q So in any of your positions that you held,
19 would you have had any input into those issues?
20 A That is negative. No.
21 Q Okay. Is there a position that your husband
22 would have held that would have required him to make
23 such a recommendation?
24 A Yes. He was the superintendent of EMS. So
25 yes, that would have been one of his roles.
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1 Q Okay. When someone is disciplined, is there
2 an appeals process?
3 A Yes, there is. There's the trial board.
4 The technician, I want to say, had approximately 14
5 days to appeal for a trial board and that would be the
6 -- that's their route for their appeal process for
7 having discipline dismissed.
8 Q How was Mr. Cadoura's personality on the
9 job? Was he fairly easy-going?
10 A I want to say, yes, with his coworkers, but
11 not very easy-going with supervision, especially in
12 the instance of where an issue needed to be addressed.
13 MR. SHEAROUSE: I'm going to go ahead
14 and take a quick, let's say, ten minute break. I'm
15 going to look over my notes and I might have no
16 further questions, but I'm going to take a little
17 break.
18 THE WITNESS: Okay.
19 MR. SHEAROUSE: All right? Be back
20 here, let's say, around 10:12.
21 MR. MCFARLANE: Ms. James, you can go
22 ahead and mute yourself, stop your video, and then
23 come back in ten minutes.
24 THE WITNESS: Okay; got you.
25 THE REPORTER: All right. We are off
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1 the record here at 10:01 a.m.
 2 (Off the record.)
 3 THE REPORTER: Okay. We are back on
 4 the record at 10:13 a.m. Counsel?
 5 MR. SHEAROUSE: Ms. James, just a few
 6 more questions. I appreciate your time here today.
 7 BY MR. SHEAROUSE:
 8 Q Going back, I know earlier we discussed that
 9 there was an issue with Mr. Cadoura shaving; is that
 10 correct?
 11 A That is correct.
 12 Q And what was the reason that he needed to be
 13 clean-shaven, again?
 14 A If I'm able to recall accurately, the
 15 equipment that was provided to the technicians for
 16 respiratory protection mandated that in order for the
 17 equipment to be effective for the tech to avoid the
 18 technician being exposed to airborne pathogens that
 19 they had to be clean-shaven in order to be able to
 20 obtain an adequate seal. That's why the department
 21 mandated that when you reported to work, you had to be
 22 clean-shaven. For those individuals, due to
 23 healthcare concerns, that didn't have the ability to
 24 shave on a daily basis, to be clean-shaven, they were
 25 given the option of being fitted for what's called a

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1 HEPA hood. But in order to be fitted for the HEPA
 2 hood, they had to be placed on what was called light
 3 duty until that HEPA hood was delivered to the
 4 department.
 5 Q And you said those were issued for health
 6 concerns?
 7 A That would be health and safety. In order
 8 for the equipment to protect the technician, they had
 9 to be clean-shaven.
 10 Q And those, do you remember what kind of
 11 masks those were that required the technician to be
 12 clean-shaven?
 13 A I want to -- I want to say it was the N95
 14 mask. And they were also, the technicians were
 15 evaluated yearly by an annual fit test to ensure that
 16 the masks that they were provided were sized
 17 appropriately and they had an adequate seal.
 18 Q During your time at City of Detroit, did the
 19 department ever switch the EMS masks from the N95?
 20 A That's a negative. During while I was there
 21 a up until my retirement, they were provided N95
 22 masks. They came in various sizes. And that was the
 23 purpose of an annual fit test, which was conducted
 24 through the training department.
 25 MR. SHEAROUSE: I don't have anything

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1 further.
 2 MR. MCFARLANE: I don't have any
 3 questions.
 4 MR. SHEAROUSE: All right. Thank you
 5 for your time, Ms. James.
 6 THE WITNESS: Oh, you're welcome. Have
 7 a good day.
 8 MR. SHEAROUSE: You as well.
 9 MR. MCFARLANE: Thank you, ma'am.
 10 THE WITNESS: No problem. Mr.
 11 McFarlane, if you need anything, please give me a
 12 call.
 13 MR. MCFARLANE: Will do. Thank you.
 14 THE REPORTER: All right. We are off
 15 the record here at 10:16 a.m.
 16 (Whereupon, at 10:16 a.m., the
 17 proceeding was concluded.)
 18
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 20
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1 CERTIFICATE OF DEPOSITION OFFICER
 2 I, QUANA GLOVER, the officer before whom
 3 the foregoing proceedings were taken, do hereby
 4 certify that any witness(es) in the foregoing
 5 proceedings, prior to testifying, were duly sworn;
 6 that the proceedings were recorded by me and
 7 thereafter reduced to typewriting by a qualified
 8 transcriptionist; that said digital audio recording of
 9 said proceedings are a true and accurate record to the
 10 best of my knowledge, skills, and ability; that I am
 11 neither counsel for, related to, nor employed by any
 12 of the parties to the action in which this was taken;
 13 and, further, that I am not a relative or employee of
 14 any counsel or attorn
 15 hereto, nor financial the
 16 outcome of this acti


 QUANA GLOVER
 Notary Public in and for the
 State of Michigan

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<p>1 CERTIFICATE OF TRANSCRIBER 2 I, DIANE OTTO, do hereby certify that this 3 transcript was prepared from the digital audio 4 recording of the foregoing proceeding, that said 5 transcript is a true and accurate record of the 6 proceedings to the best of my knowledge, skills, and 7 ability; that I am neither counsel for, related to, 8 nor employed by any of the parties to the action in 9 which this was taken; and, further, that I am not a 10 relative or employee of any counsel or attorney 11 employed by the parties to the action, financially or 12 otherwise interested in the outcome of the action. 13 14 15  16 DIANE OTTO, CER, CET 1353 17 18 19 20 21 22 23 24 25</p>	

EXHIBIT D

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IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

RICHARD CADOURA,

Plaintiff,

v.

THE CITY OF DETROIT,

Defendant.

Case No.

20-cv-12986

VIDEOCONFERENCE DEPOSITION OF
JOHN SABLOWSKI

DATE: Monday, January 9, 2023

TIME: 1:11 p.m.

LOCATION: Remote Proceeding
Troy, MI 48083

REPORTED BY: Qiwana Glover, Notary Public

JOB NO.: 5655075

<p>1 APPEARANCES 2 ON BEHALF OF PLAINTIFF RICHARD CADOURA: 3 AUSTEN SHEAROUSE, ESQUIRE (by videoconference) 4 Aikens Law Firm 5 615 Griswold, Suite 709 6 Detroit, MI 48226 7 austen@aikenslawfirm.com 8 (844) 835-2993 9 10 ON BEHALF OF DEFENDANT THE CITY OF DETROIT: 11 JASON T. MCFARLANE, ESQUIRE (by videoconference) 12 Detroit City Attorney's Office 13 Two Woodward Avenue, Suite 500 14 Detroit, MI 48226 15 mcfaj@detroitmi.gov 16 17 18 19 20 21 22 23 24 25</p>	<p>1 PROCEEDINGS 2 THE REPORTER: Good morning. My name 3 is Q. Glover; I am the reporter assigned by Veritext 4 to take the record of this proceeding. We are now on 5 the record at 1:11 p.m. 6 This is the deposition of John 7 Sablowski taken in the matter of Richard Cadoura vs. 8 The City of Detroit on today, Monday, January 9, 2023 9 via Zoom. 10 I am a notary authorized to take 11 acknowledgments and administer oaths in Michigan. 12 Parties agree that I will swear in the witness 13 remotely. 14 Additionally, absent an objection on 15 the record before the witness is sworn, all parties 16 and the witness understand and agree that any 17 certified transcript produced from the recording of 18 this proceeding: 19 - is intended for all uses permitted 20 under applicable procedural and 21 evidentiary rules and laws in the same 22 manner as a deposition recorded by 23 stenographic means; and 24 - shall constitute written stipulation 25 of such.</p>
Page 2	Page 4
<p>1 INDEX 2 EXAMINATION: PAGE 3 By Mr. Shearouse 5 4 5 EXHIBITS 6 NO. DESCRIPTION PAGE 7 (None marked.) 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p>1 At this time will everyone in 2 attendance please identify yourself for the record. 3 MR. SHEAROUSE: Austen Shearouse on 4 behalf of Plaintiff Cadoura. 5 MR. MCFARLANE: Jason McFarlane on 6 behalf of City of Detroit. 7 MR. SABLOWSKI: John Sablowski. 8 THE REPORTER: All right. Thank you. 9 After hearing no objection, I will now swear in the 10 witness. Mr. Sablowski, can you please raise your 11 right hand. Thank you. 12 WHEREUPON, 13 JOHN SABLOWSKI, 14 called as a witness, and having been first duly sworn 15 to tell the truth, the whole truth, and nothing but 16 the truth, was examined and testified as follows: 17 THE REPORTER: Thank you. Counsel, you 18 may begin. 19 EXAMINATION 20 BY MR. SHEAROUSE: 21 Q Good afternoon, Mr. Sablowski. I appreciate 22 you taking the time to be with us today. Have you 23 ever had your deposition taken before? 24 A Yes, I have. 25 Q Just a couple quick reminders, especially</p>
Page 3	Page 5

1 since we're over Zoom. There can be a little bit of a
2 delay with me getting my questions out, so all I ask
3 is make sure to give an extra second or two at the end
4 of it and I'll try to do the same with your answers,
5 that way we're not talking over each other and making
6 it more difficult for the court reporter.
7 If at any point in time you need a break,
8 I'm happy to do that. All I ask is that if me or Mr.
9 McFarlane has posed a question to you, please answer
10 that question and then we can take that break.
11 Before we get started here, have you
12 reviewed any documents in preparation for this
13 deposition today?
14 A Yes, I have.
15 Q What have you reviewed?
16 A I received a packet from the City of Detroit
17 via e-mail. I think there was, like, 30-some pages in
18 it. I tried to print them all up, but my computer
19 kept glitching. I've got an old computer, so I've got
20 what I've got. And I also reviewed those papers.
21 Q And what's the primary content of those
22 papers?
23 A Based on what I'm seeing is a packet of
24 disciplinary charge summaries from various
25 supervisors.

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1 Q And the last thing before we get into it is,
2 make sure that all your answers are verbal. So if at
3 any point in time you start nodding or mm-hmm, uh-huh,
4 the court reporter might ask you to make sure it's a
5 verbal answer. Because it, obviously, is very
6 difficult for her to take down a physical response on
7 text.
8 So can you state your full name for the
9 record, please.
10 A John Fitzgerald Sablowski.
11 Q And what's your date of birth?
12 A 19 June, 1965.
13 Q And are you currently employed?
14 A No, I'm not.
15 Q When was your last date of employment?
16 A The last day I worked had to have been
17 somewhere right around the end of August. I went out
18 for treatment, for medical treatment. I went off
19 FMLA.
20 Q August of 2022?
21 A Yeah, sometime at that point in time.
22 Q Okay.
23 A I'm not exactly sure of the date that I went
24 off on FMLA. I know when my procedure was, but.
25 Q And why did you have to go on FMLA?

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1 A I went for treatment for cancer. I have two
2 forms of cancer.
3 Q I'm so sorry to hear that. And you're
4 currently going through treatment right now?
5 A I just finished -- well, I shouldn't say I
6 just finished. Probably about three weeks ago, I
7 finished my radiation treatment and I'm still under
8 doctor care as far as follow-ups and further testing
9 for extension of the cancer.
10 Q Well, congratulations on finishing that
11 first round and I will be praying that it is full in
12 remission.
13 A Me too.
14 Q Okay. And when you took that FMLA, were you
15 working at the City of Detroit?
16 A No, it was not.
17 Q Where are you working at?
18 A I was working for Beaumont Hospital. I was
19 working a freestanding emergency room in security.
20 Q You said you were working at a freestanding
21 emergency room as security?
22 A Yes, at that time. I have since resigned.
23 Q Okay. And how long had you held that
24 position?
25 A A little over a year. I want to say a

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1 little over a year.
2 Q So started sometime in July-August of '21?
3 A Correct.
4 Q And prior to that, where were you working?
5 A Prior to that, I was working for Ascension
6 St. John Hospital. I had obtained my PA 330, police
7 authority certification, and worked for them for
8 roughly 3 1/2 years, something like that.
9 Q So did you start there sometime in the
10 latter half of 2017?
11 A No. I retired -- actually, I retired from
12 the City of Detroit August -- I'm not sure the exact
13 date of 2018. I finished out my shift and that next
14 morning when I finished out my shift, I started at
15 Ascension in orientation, 2018.
16 Q And you worked at Ascension St. John in a
17 security capacity?
18 A Yes, I did.
19 Q And did you work that job continuously until
20 you switched over to Beaumont?
21 A Correct. I moved up to St. Clair County and
22 the Beaumont facility had just opened up. It was
23 brand-new and it was closer to my home location.
24 Q And so then, prior to Ascension, you were
25 working for the City of Detroit; is that correct?

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1 A Correct.
 2 Q And when did you start with the City of
 3 Detroit?
 4 A Started with the City of Detroit in 1993,
 5 the exact date, I don't recall. I believe it was
 6 sometime in August.
 7 Q And you retired from there in August of
 8 2018?
 9 A Correct; as soon as I hit my 25th year.
 10 Q And when you started in 1993, what was your
 11 position?
 12 A Emergency mobile medical technician.
 13 Q And were you promoted from that position?
 14 A Yes.
 15 Q When were you promoted?
 16 A I want to say about four or five years
 17 later, I obtained my paramedic and I was promoted to
 18 advanced EMT.
 19 Q And you had to obtain your paramedic's
 20 certification for that?
 21 A Yes, I did.
 22 Q Is that certification still current?
 23 A Yes, it is.
 24 Q Has it ever lapsed?
 25 A No, it has not.

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1 Q And then, after that promotion in 1997,
 2 roughly, were you promoted again?
 3 A Yes, I was.
 4 Q What was the next promotion?
 5 A I was brought up as an acting lieutenant,
 6 which I held that position for two years. I had to
 7 retest again and I was promoted to lieutenant, full-
 8 fledged lieutenant.
 9 Q And when were you acting lieutenant?
 10 A Right around 2004, 2005, I believe. I don't
 11 have the exact date. You would have to pull my -- my
 12 record from the City of Detroit.
 13 Q And then, after that two-year period, you
 14 retested and were fully instated as a full-time
 15 lieutenant?
 16 A Yes.
 17 Q And was that the position you held the
 18 remainder of your time?
 19 A Yes, it is. I acted as an acting captain
 20 for seven or eight months after Captain James had
 21 retired. And I believe she retired in 2016, so I held
 22 acting captain for that period of time.
 23 Q And once that acting captain position ended,
 24 you went back to your lieutenant role?
 25 A Yes. Once they brought up the full-fledged

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1 captain, which was Captain Smaller, I stepped down
 2 back to the lieutenant position and worked under
 3 Captain Smaller until I retired.
 4 Q During your time as a lieutenant, what were
 5 your job responsibilities?
 6 A As a lieutenant, my job was to support the
 7 crew in the field when they needed supplies, whatever
 8 their daily needs were. I had to make myself
 9 available whenever I reported for duty until the time
 10 I went home to take care of them needs within their
 11 job scope.
 12 I also was responsible for doing
 13 investigations based on citizen complaints, internal
 14 complaints. Upon completing those investigations,
 15 formatted a summary and forwarded it to my shift
 16 captain with recommendations and findings.
 17 Ultimately, the shift captain had the final
 18 determination and any outcome of any investigation.
 19 Sometimes those investigations, depending on how
 20 severe they were, were sent up to the chief prior to
 21 any formal disciplinary or actions being taken.
 22 Q So correct me if I'm wrong. So it sounds
 23 like your role as a lieutenant in the investigations
 24 was kind of the information collection; is that
 25 correct?

Page 12

1 A Correct.
 2 Q Did you ever make any recommendations?
 3 A Yes, I have.
 4 Q And how does that process work?
 5 A Based on the type of incident, complaint,
 6 allegations, incidents, whatever, I would review all
 7 parties' information. It's pretty much like sitting
 8 before a, like what you're doing right now, you're
 9 fact-finding. Okay? I pull in everybody that's been
 10 involved in the incident and question them. Get
 11 written letters, summate it and forward it. And
 12 depending on, again, the degree of it, could it be a
 13 counseling statement all the way up to a
 14 recommendation of a charge, department charge.
 15 Q And a counseling statement, what is that,
 16 exactly?
 17 A A counseling statement is, it's basically a
 18 form that I take out that after I found that there was
 19 enough evidence that there was wrongdoing. I would
 20 take a copy of the policy, go out, sit with the
 21 technician, and explain what I found. And our way of
 22 working it out so it doesn't happen again was we were
 23 going to have a conversation about it. And on
 24 completion of that conversation, the technician agrees
 25 to do better and not do what they did wrong and we

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1 move on.
2 That counseling statement stays in a file at
3 the chief's office for two years and it's thrown out
4 after two years. If they continue in that role of
5 behavior, then they set a pattern. On that pattern,
6 then we move up to the next step of the disciplinary
7 process, which could be department charges.
8 Q But you said you have made the
9 recommendation for charges before, correct?
10 A Yes.
11 Q Does that process differ from the counseling
12 statement?
13 A There are certain things that you can
14 counsel on and there are certain things that you
15 can't.
16 Q What --
17 A I'm sorry?
18 Q My apologies. Please continue.
19 A There are certain things you can counsel on
20 and some certain things that you can't. Again, the
21 recommendation goes to the captain. We discuss it.
22 Depending on the egregiousness of the action, it would
23 even go up to the chief and then come back. Now, I've
24 worked under a number of different chiefs from Gary
25 Kelley -- actually, Gary Kelley was in and then James
Page 14

1 Kesteloot, Gerald James, assistant chief Joe Wilson --
2 everybody had their own way of handling things. So we
3 would just discuss it and they would make the final
4 recommendation.
5 Q And what sorts of things did you recommend
6 discipline for?
7 A It could be -- it varied -- it varied in
8 many different degrees. Continuous violation of
9 department policy, placing the unit in service, being
10 in proper uniform, grooming standards, cruising the
11 city streets, not notifying your supervisor that
12 you're going to be out of quarters, all the way up to
13 patient care and handling to conduct. I mean, it
14 varied.
15 There were, I want to believe, I don't have
16 them anymore, but the policies and directives, there
17 were close to 100 policy and directives that could be
18 violated within the Detroit Fire Department EMS
19 Division. And on top of that, you had your general
20 rules under the fire department.
21 THE REPORTER: I think we're having
22 technical issues. Can he hear us?
23 MR. MCFARLANE: Yeah, he can hear us.
24 The video is just scrambled. He's been responding
25 throughout.
Page 15

1 MR. SHEAROUSE: Let's see, where was I?
2 BY MR. SHEAROUSE:
3 Q So you mentioned a couple different areas
4 or, I guess, types of potential discipline that you
5 issued. Was there one that was more common than the
6 others?
7 A Well, it varies. Like I said, every day,
8 you know, it could be something different.
9 Q And so, once you do your investigation and
10 submit your report, along with that report, are you
11 making that recommendation for discipline?
12 A Yes. Some -- some cases, I make the
13 recommendation for discipline. Patient care and
14 handling was number one. Our job is to help people
15 and take care of them and I feel that if there was an
16 egregious act that brought suffering to that patient
17 that it warranted disciplinary under the Detroit Fire
18 Department policies and procedures.
19 Q So were there certain investigations that
20 you didn't recommend discipline on or that you
21 couldn't -- sorry, strike that.
22 Were there certain areas of discipline that
23 you could not recommend disciplinary action on?
24 A No, I can recommend disciplinary actions on
25 everything that I came across that was infringed.
Page 16

1 However, the purpose of disciplinary isn't to be
2 punitive or harm somebody, it's to correct bad
3 behavior. So if I can correct the bad behavior by
4 counseling statements on the minor stuff, like I said,
5 not being at quarters, cruising, not placing
6 themselves in service, you know, the minor stuff, then
7 I was able to work that out without having to do the
8 hardship of the paperwork and go through the whole
9 disciplinary process unnecessarily.
10 Q Did you ever recommend someone to be
11 terminated?
12 A Under General Rule 11, the only one that can
13 put that through is the chief. I do not believe that
14 I have ever recommended anybody be terminated. I
15 can't recall ever submitting paperwork to have
16 somebody terminated.
17 Q Were you ever asked for your opinion on a
18 termination?
19 A No.
20 Q So as far as terminations go, did you have
21 any input at all?
22 A I do not, again, recollect ever being a part
23 of any process in which my opinion was asked due to a
24 termination of an employee.
25 Q Have you ever been disciplined before?
Page 17

1 A Yes, I have.
2 Q Do you remember when the last discipline you
3 received was?
4 A Yes.
5 Q When was that?
6 A I want to say 2017.
7 Q Do you remember what that was for?
8 A Yes, I do.
9 Q What was that for?
10 A It was conduct, workplace violence. An
11 allegation was made against me and the City of Detroit
12 placed me off duty and I was off for seven months.
13 Actually, I was terminated during that process.
14 Q You were terminated during that process?
15 A Yes, I was.
16 Q Did you end up coming back?
17 A I went to arbitration. My arbitration
18 attorney presented all facts, evidence, and the
19 arbitrator ruled in my favor. I was awarded my time
20 served, backpay, and made whole.
21 Q Are you aware of something in the City of
22 Detroit Fire Department known as a "do not rehire"
23 list?
24 A Yes, I am.
25 Q What is your understanding of that list?

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1 A There are certain -- there are certain
2 things that you can be terminated for that you're not
3 rehired. You're put down by the chief as a do not
4 rehire. I know attendance is one of them. The other
5 one is quitting without giving -- serving notice, just
6 up and quit. I don't want to be here anymore. You
7 don't show up for work, you don't follow through with
8 your schedule. Depending on the type of disciplinary,
9 it could be even under General Rule 11, which could be
10 a major infraction of department policy.
11 THE WITNESS: Is my video the only one
12 that's acting up?
13 MR. MCFARLANE: It appears to be.
14 MR. SHEAROUSE: Yes -- yes.
15 THE WITNESS: Okay. It's probably this
16 old computer. I'm running Windows 8 so, sorry. I
17 tried to upload the current version. I'm not techno
18 savvy.
19 MR. SHEAROUSE: It happens. It
20 definitely happens. I had somebody once doing it on
21 in early 2000's phone dial in, so I've seen it all.
22 BY MR. SHEAROUSE:
23 Q So you said that some of the things that
24 might put somebody on the do not rehire list would be
25 attendance, not serving notice and quitting, major

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1 infraction of department policy. Is there anything
2 else that might get someone on the do not rehire list?
3 A Again, it has to be a violation of the
4 department policies, general rules under the fire
5 department. There has to be a reason. And again,
6 that's only submitted by the chief, from my
7 understanding.
8 Q If someone resigns with pending discipline,
9 does that put them on the do not rehire?
10 A I'm not sure. I wasn't at that level to
11 make that determination or be a part of that
12 involvement.
13 Q So you're not aware of any policy that would
14 make that so?
15 A If they quit under discipline?
16 Q If they quit with pending discipline, does
17 that happen?
18 A I've heard -- I've heard of it. But, again,
19 I'm not aware of it. I don't have the policy in front
20 of me.
21 Q Okay. So you don't recall ever seeing a
22 policy like that?
23 A That's above my -- my chain.
24 Q So you don't recall ever seeing a policy
25 like that?

Page 20

1 A No, but I've heard of it. Just like I've
2 heard of the other ones as well. The only one that I
3 have actually seen was General Rule 11.
4 Q Have you ever heard of somebody getting
5 taken off the do not rehire list?
6 A Not to my knowledge.
7 Q Are you familiar with a Brian Moore?
8 A Brian Moore? I know Brian Moore.
9 Q Do you know if Brian Moore was placed on the
10 do not rehire list?
11 A I don't know anything about Brian Moore,
12 anything, outside of me supervising him.
13 Q When did you supervise him from?
14 A Oh, God. Years ago. I remember working a
15 run with him where we responded to a run where a guy
16 was shot in the street. By the time that they got the
17 patient loaded in the back of the truck, I intubated
18 the patient and started the IV and helped him out.
19 That was the last time. I couldn't tell you an exact
20 date.
21 Q Are you aware if Mr. Moore attempted to
22 reapply to the City of Detroit Fire Department?
23 A Again, I don't know anything about Mr. Moore
24 as far as his employment with the city, outside of
25 working with him one-on-one.

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<p>1 Q And what about a Nicholas Collingsworth?</p> <p>2 A Okay. I supervised Nicholas Collingsworth</p> <p>3 back in the day. I didn't supervise him directly as</p> <p>4 his immediate. Mr. Collingsworth mostly worked the</p> <p>5 west side and I would be detailed over to the west</p> <p>6 side periodically and had contact with him at that</p> <p>7 point in time.</p> <p>8 Q And are you aware of any details of his</p> <p>9 employment?</p> <p>10 A Am I aware of any?</p> <p>11 Q Yes.</p> <p>12 A As far as what?</p> <p>13 Q As far as, was he placed on a do not rehire</p> <p>14 list?</p> <p>15 A Again, I don't know.</p> <p>16 Q You mentioned earlier that improper uniform</p> <p>17 was something that could be disciplined for, correct?</p> <p>18 A Yes.</p> <p>19 Q Are there situations where a technician</p> <p>20 would be allowed to be out of uniform?</p> <p>21 A Yes, there is.</p> <p>22 Q What kind of situations would those be?</p> <p>23 A They failed to place a spare uniform on the</p> <p>24 truck and their uniform became contaminated. They</p> <p>25 have damaged their uniform to where it needed</p> <p style="text-align: right;">Page 22</p>	<p>1 supervisor, what happens?</p> <p>2 A Well, you use the chain of command. You go</p> <p>3 through the shift captain. If you make no resolution</p> <p>4 at the shift captain, you go to the assistant chief.</p> <p>5 No resolution at the assistant chief, you go to the</p> <p>6 chief.</p> <p>7 Depending on how -- what type of complaint</p> <p>8 it is, it can start there or it can go to the law</p> <p>9 department as a formal complaint through human</p> <p>10 resources -- I'm sorry -- through human resources,</p> <p>11 which then draws in the law department, depending on</p> <p>12 what the complaint is.</p> <p>13 Q Is there an investigation that's conducted?</p> <p>14 A Yes.</p> <p>15 Q Who conducts that investigation?</p> <p>16 A Depends where the complaint starts.</p> <p>17 Q Have you ever been the subject of an</p> <p>18 investigation?</p> <p>19 A Yes, I have.</p> <p>20 Q When was that?</p> <p>21 A I don't know the exact years.</p> <p>22 Q Was it sometime around 2007?</p> <p>23 A I want to say somewhere right around there.</p> <p>24 I can't be 100 percent sure.</p> <p>25 Q Do you remember what the content of that</p> <p style="text-align: right;">Page 24</p>
<p>1 alteration or repair, at which point in time they are</p> <p>2 required to have a second uniform, either -- well, at</p> <p>3 the time, which the policy changed later on -- they</p> <p>4 are required to have a spare uniform on the truck at</p> <p>5 all times.</p> <p>6 Q So if they failed to have a spare uniform on</p> <p>7 the truck and their uniform became soiled for some</p> <p>8 reason or another, would that be a violation?</p> <p>9 A It would be -- it would not be a violation</p> <p>10 if they informed the immediate supervisor or the shift</p> <p>11 captain that they had a soiled uniform and needed to</p> <p>12 make quarters to change out if they had a spare</p> <p>13 uniform at quarters. I've had times when I've had</p> <p>14 crews who, later on, when the policy was changed,</p> <p>15 didn't have a uniform in the truck. We went into the</p> <p>16 hospital, got them a gown, got them cleaned up, and</p> <p>17 they put on a hospital gown and we make sure the front</p> <p>18 of their cab was clean of any contaminants and they</p> <p>19 were sent back to quarters to change out their</p> <p>20 uniform. If they didn't have one at quarters, then</p> <p>21 they would be sent home. Which, there again, goes</p> <p>22 another violation of department policy. Because now</p> <p>23 I've got to shut a uniform -- unit down to send you</p> <p>24 home to get a replacement uniform.</p> <p>25 Q When an EMT makes a complaint against a</p> <p style="text-align: right;">Page 23</p>	<p>1 investigation was?</p> <p>2 A It was an EO2. I'm not 100 percent sure</p> <p>3 exactly what the allegations were, outside of that I</p> <p>4 made -- was alleged to have made discriminatory</p> <p>5 statements to an employee that I don't even talk to</p> <p>6 that went to another employee that said I made these</p> <p>7 statements that led to an investigation through human</p> <p>8 resources and the law department.</p> <p>9 Q And you said the allegations were based from</p> <p>10 an employee that you did not talk to at the time; is</p> <p>11 that correct?</p> <p>12 A Correct.</p> <p>13 Q Do you remember that employee's name?</p> <p>14 A Yes; Doug Bayer.</p> <p>15 Q Bear, B-E-A-R?</p> <p>16 A Something like that. B-A -- I don't know.</p> <p>17 I know it's not, like, it's, like, Bayer aspirin, I</p> <p>18 guess, B-A-Y-E-R or something like that. It's been a</p> <p>19 long time.</p> <p>20 Q Was that the only investigation that you've</p> <p>21 been the subject of?</p> <p>22 A No.</p> <p>23 Q Do you remember the other?</p> <p>24 A Yes. There was one that a lawsuit was filed</p> <p>25 against the City of Detroit naming multiple people by</p> <p style="text-align: right;">Page 25</p>

1 Kim Asaro.
2 Q And who was that filed by?
3 A Kim Asaro.
4 Q Do you know how to spell that last name?
5 A Last time I messed it up, I got yelled at.
6 I'm not even going to try.
7 Q And was there a resolution in that case?
8 A I don't know. It was at the law department.
9 Q And what were the allegations against you in
10 that case?
11 A Again, I wasn't for sure on that one. I
12 know that she -- she listed that I yelled at her from
13 across the -- the bay. We were at the apparatus shop
14 and she was socializing with one of the mechanics and,
15 due to the noise in the shop, I was trying to get her
16 attention and I hollered across the shop for her to
17 expedite and get back in service because we were short
18 units and I was sent over there to get everybody
19 moving out of the shop. So I know that was one of
20 them. Outside of that, again, I don't recall
21 everything that was -- that was listed. I don't have
22 the packet. Never received a packet.
23 Q So in that first investigation that we
24 talked about involving Doug Bayer, how does the
25 investigation process work?

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1 A Well, that -- that process happened where
2 Mr. Bayer made some allegations to Mr. Zeineh who went
3 through, again, HR and the law department and I
4 underwent a, I want to say, close to two-year
5 investigation where they questioned pretty much every
6 member that worked for the Detroit EMS division. They
7 questioned them in a survey as to my abilities as a
8 supervisor and if I was a racist. So it basically
9 gave everybody an open forum to give their opinion of
10 what they thought of me.
11 Q During that investigation, did you have to
12 contact witnesses yourself?
13 A No.
14 Q At some point in time, you were the
15 supervisor for Richard Cadoura; is that correct?
16 A Correct.
17 Q Do you remember what years that was?
18 A No, I do not.
19 Q Was EMT Cadoura a good EMT as it relates to
20 patient care?
21 A Well, I worked with Cadoura when I was a
22 paramedic and I had no problems working with him as a
23 paramedic.
24 Q So as an EMT himself you would say he was a
25 good EMT?

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1 A When I worked with him as a technician. I
2 can't vouch for his everyday work ethics after that,
3 after I became promoted.
4 Q So it sounds like what you're saying is
5 after you were promoted, there were issues?
6 A Yes, there was. I mean, you're aware of
7 that.
8 Q What kind of issues did you run into?
9 A You have the charge packets in front of you.
10 There were a couple times during his "tenature" under
11 my supervision. I've also had to counsel him for a
12 variety of things under my "tenature" as his
13 supervisor.
14 Q At some point in time during your
15 supervision of Mr. Cadoura, were you and Mr. Cadoura
16 placed on a do not work together limitation?
17 A Yes, we were.
18 Q What was the reasoning for that?
19 A An investigation. Apparently, Mr. Cadoura
20 had filed a complaint through the department or HR and
21 I received a letter from the chief indicating that we
22 were not to work directly together while the
23 investigation was going on, which is understandable.
24 It didn't hamper my overtime. If I had to
25 work, then another supervisor would assume that unit

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1 or that side of town and vice versa. If he worked
2 overtime, he would be placed in a different sector
3 than me or given to a different supervisor to
4 supervise.
5 Q Was there any action that resulted from that
6 investigation?
7 A The only thing that I received was a letter
8 exonerating me from -- from the allegations, whatever
9 they were. I don't know what they were.
10 Q And after that, did you and Mr. Cadoura
11 continue to work together?
12 A I continued to supervise Mr. Cadoura; I
13 believe so.
14 Q Do you recall any incidents involving both
15 Mr. Cadoura and a Mr. Zeineh, Z-E-I-N-E-H?
16 A You'd have to be specific as to what
17 incident.
18 Q An incident at the hospital involving a run
19 sheet.
20 Q I have -- I remember that I was sent to do
21 an investigation -- well, to gather facts as to a unit
22 that was reporting in service and a minute later they
23 weren't anywhere near the hospital. And I was
24 requested to take a look at the run sheet as to the
25 documentation of the time that the unit actually put

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1 themselves in service to see if there was discrepancy
2 between the run sheet and the time that they reported
3 to dispatch.
4 Q And what happened during your investigation?
5 A To the best of my recollection, I went out
6 to the medic quarters. I asked for a copy -- to see
7 their run sheet and Mr. Zeineh refused to give it to
8 me.
9 Q Do you remember him invoking his Weingarten
10 rights?
11 A Yes, I do.
12 Q And did he ever give you the run sheet?
13 A No, he didn't. I went in the truck and got
14 it out of the glove box.
15 Q Did Mr. Cadoura inform you where the run
16 sheet was?
17 A I don't recall that.
18 Q Do you know if Mr. Zeineh was disciplined
19 for that?
20 A Yes, he was.
21 Q What kind of discipline did he receive?
22 THE WITNESS: Mr. McFarlane, am I able
23 to discuss Mr. Zeineh's work record?
24 MR. MCFARLANE: Unless you hear an
25 objection, you can go ahead and answer.

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1 THE WITNESS: Okay. Mr. Zeineh was --
2 the only set of charges that were received from that
3 was insubordination for Mr. Zeineh. Your Weingarten
4 rights doesn't protect you from giving me a run sheet.
5 That protects you from making a statement that could
6 lead to disciplinary action. Me questioning you, it's
7 like you going in and receiving your -- being
8 mirandized, okay? Because being mirandized, anything
9 you say afterwards can be held against you. However,
10 the evidence that I collect at that scene does not
11 prevent you from being prosecuted, the process of
12 disciplinary.
13 Q Do you know what ethnicity Mr. Zeineh is?
14 A I'm not sure exactly what ethnicity he is.
15 I don't know -- I know he's Middle Eastern, based on
16 what I found out during his allegations under his EO2
17 against me back in '07-'08, something like that. He
18 was Middle Eastern. I don't know exactly.
19 MR. SHEAROUSE: I'm going to go ahead
20 and share my screen here real quick. Oh, sorry.
21 Madam Court Reporter, could I get permission to share
22 the screen? I think I may have had it and then when I
23 left I think it revoked it.
24 THE REPORTER: You're all set.
25 MR. SHEAROUSE: Wonderful; thank you.

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1 THE REPORTER: You're welcome.
2 MR. SHEAROUSE: Very good. Are you
3 able to see the document on my screen?
4 THE WITNESS: Yes, I am. I'm able to
5 see it. It's small, but I can see it.
6 MR. SHEAROUSE: Let me see if I can
7 zoom in for you.
8 THE WITNESS: Okay, that's good.
9 MR. SHEAROUSE: That's a little bit
10 better? I'll give you a second to read this over and
11 you let me know if you remember this incident.
12 THE WITNESS: Okay.
13 BY MR. SHEAROUSE:
14 Q Okay. Do you recall that incident?
15 A Yeah. I briefly, you know, I remember bits
16 and pieces of it. It happened a long time ago.
17 Q Did you conduct an investigation into this?
18 A There wasn't really anything to conduct an
19 investigation into. I submitted documentation as to
20 the shift captain as to my encounter. To do an
21 investigation, I'd have to pull video and a whole
22 bunch of other things, you know, get to the hospital
23 and see if they have video, and I don't recall pulling
24 any video. I believe the captain may have done the
25 investigation. I'm not sure.

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1 Q Did you ever see the statements from the
2 other two EMTs that were there?
3 A Yeah. I think I got something here that was
4 in that packet on this one. Let me see if I can find
5 it. Mark Astalos and Pat Payne submitted some
6 documentation.
7 Q And you said you had those statements in
8 front of you?
9 A Yes, I do. Yeah. They were asked to submit
10 letters. I'm sorry.
11 Q And are those in their own handwriting?
12 A I guess they're in their handwriting. I'm
13 not sure. I don't -- I'm not an expert at handwriting
14 and I don't have a copy of their -- but this is what's
15 submitted within the packet.
16 Q And reading over that statement, do you see
17 towards the bottom of Mr. -- I can't pronounce that
18 name.
19 A Astalos?
20 Q Yeah, Astalos. I butchered that last
21 name -- Mark's, I'll call him Mark -- at the bottom of
22 Mark's statement, where he says "Mr. Cadoura said in a
23 nonthreatening voice."?
24 A Okay.
25 Q Is there a reason that Mr. Mark would say

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1 that it was in a nonthreatening voice and differ from
2 your account?
3 A Technicians don't like to go against
4 technicians. Just like police don't go against police
5 and firefighters don't go against firefighters.
6 Technicians don't like to go against technicians.
7 Q So you're saying Mr. Mark's account is
8 incorrect?
9 A Yes.
10 Q And would that be the same for Mr. Payne's
11 account as well?
12 A Correct.
13 Q And other than your statement given to the
14 chief on this incident, are there any other documents
15 that support your position?
16 A I don't believe so. I'm not sure.
17 Q You said you left the City of Detroit in
18 2018, correct?
19 A Correct.
20 Q Do you ever recall Mr. Cadoura reapplying to
21 the City of Detroit EMS?
22 A No. I'm not -- I'm not 100 percent sure. I
23 know somebody who had left was trying to get their job
24 back but I'm not sure who it was, if it was Cadoura.
25 You mentioned Hollingsworth. I'm not sure who it

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1 might have been, or Brian Moore? I don't know.
2 Q Around 2018, was there a large need for more
3 EMTs in the City of Detroit EMS?
4 A There's always a need for EMTs in the City
5 of Detroit.
6 Q Hopefully, experienced ones?
7 A Everybody. Even private sectors are looking
8 for experienced EMTs. I can walk out the door right
9 now and have a job within a couple of hours.
10 Q And do you have any input in the rehiring
11 process?
12 A No, I do not.
13 Q Did anyone ever ask you for your opinion on
14 the applicants?
15 A I do not recall being asked for anybody who
16 wanted their job back how I felt about it.
17 Q So you were never asked about Mr. Cadoura?
18 A No, I was not.
19 Q Were you aware that he was placed on the do
20 not rehire list?
21 A No, I was not.
22 Q Do you believe he should have been on a do
23 not rehire list?
24 A I don't have his disciplinary record and nor
25 do I have his HR record, which would indicate why he

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1 was placed on a do not rehire, so that would be
2 premature for me to say.
3 Q If Mr. Cadoura was placed on do not rehire
4 due to pending discipline, would that be something
5 that you're familiar with?
6 A I am not familiar, again, with why he left,
7 under what circumstances that Mr. Cadoura left, or
8 even him applying for the City of Detroit again. I'm
9 not aware of it.
10 Q But more generally, are you aware of any
11 policy that states that pending discipline is
12 automatic placement on the do not rehire list?
13 A I'm not aware. Again, that's above my pay
14 grade.
15 MR. SHEAROUSE: I'm going to go ahead
16 and share my screen here real quick. I zoom in for
17 you. Do you see this document in front of you?
18 THE WITNESS: If you can zoom it up?
19 Yes, I see the document.
20 MR. SHEAROUSE: I can zoom in a little
21 bit more, if that helps?
22 BY MR. SHEAROUSE:
23 Q This was in reference to that run sheet that
24 we mentioned earlier.
25 A Yes.

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1 Q Do you see towards the bottom, the third
2 paragraph, where it says "Technician Richard Cadoura,
3 Badge Number 608, directed me to the location of the
4 requested run sheet."
5 A Okay.
6 Q Does that help refresh your memory on if Mr.
7 Cadoura directed you to the run sheet?
8 A Yes -- yes, it does.
9 Q Okay. Do you have any reason to correct
10 that statement in this document right here?
11 A No. There's no reason for me to recorrect
12 it. If Mr. Zeineh refused to give it to me and go to
13 the truck and get it, and Mr. Cadoura obviously, in my
14 statement, typed out that he directed me where the run
15 sheet was at.
16 Q So when a unit is out, is in service, and is
17 looking to refuel, do they need to notify dispatch?
18 A Yes, they do. If they don't have a fuel
19 yard immediately in their location and they're heading
20 away from their immediate area, they're going to
21 notify dispatch they're heading for fuel. And when
22 they arrive at the fueling yard, they're required to
23 let dispatch know they're at the fueling yard. And
24 when they leave the fueling yard, dispatch is
25 notified. This way, they're not given a run while

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1 they're fueling their truck, unless it's a top
2 priority and they have no units available.
3 Q And is that a City of Detroit policy?
4 A It's an EMS policy.
5 Q EMS policy?
6 A Yup.
7 Q And would that policy be in the handbook?
8 A It should be. Again, I don't have that
9 stuff with me anymore. It's either a policy or a
10 directive.
11 Q What's the difference between a policy and a
12 directive?
13 A A directive is, basically, the chief --
14 again, I can't give directive, a formal directive to
15 the entire division. The chief will make a directive.
16 Instead of invoking a policy, this is a directive.
17 This is what I'm telling you you have to do in lieu of
18 this policy, all orders of your superior must be met.
19 Okay? They'll put out directives. And directives and
20 the policies go into a book at quarters. Every day
21 that we make rounds to them quarters, if we have a new
22 one, we not only put it in the book but we also
23 document that it's there for the crew to review. And
24 if we see the crew, sometimes we'll even share it with
25 the crew. You know, go up if we've got time and

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1 explain the new directive.
2 Q And to your knowledge, the run sheets that
3 we were talking about earlier, where are those stored?
4 A I know there was a directive that they were
5 not to be kept in the -- again, I don't -- I'd have to
6 look. Hold on. Let me see if I can find that one.
7 Okay. That's what it was. The run sheets -- they
8 didn't want the run sheets being kept in the clipboard
9 because what happened was we used to just plop all of
10 the run sheets in there. And based on HIPAA, if you
11 lost your clipboard now there's ten run sheets out
12 there. So when you got back to your truck when you
13 completed your run sheet you were supposed to put it
14 in the glove box.
15 Q Do you know when that directive was issued?
16 A Policy and procedure dated 4/4 of '07.
17 Q And so, a new directive like that, is there
18 a grace period for the people in the field to adhere
19 to that or is it immediate adherence?
20 A Well, what happens with something like this,
21 because it's such HIPAA sensitive, when we have our
22 shift briefing before we go afield -- because when we
23 report, we report -- we reported to fire headquarters.
24 We didn't have a fire station we went to. We'd go
25 through our mail and any new policies, procedures,

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1 directives, mail that needed to go out to the field to
2 the crews would be given to each sector boss and we'd
3 take it out.
4 Something like this, we would have to meet
5 up with every unit. And within 24 -- I mean, by the
6 end of that shift or after speaking to them, I should
7 say, that's when that policy should be instituted by
8 that crew. They have to put it in the glove box.
9 They can't put it in the clipboard anymore. And there
10 were other technicians later on that were found to be
11 in violation. Old habits are hard to break.
12 Q Other than this current lawsuit, are you
13 aware of any of Mr. Cadoura's other lawsuits?
14 A No, I'm not aware of any other lawsuits from
15 Mr. Cadoura.
16 Q Are you aware of a news story involving
17 ambulance response times that Mr. Cadoura was a part
18 of?
19 A No, I'm not. I think there was a piece of
20 paper in here for Vince Fourment where he had spoke to
21 Mr. Cadoura that I read, but I'm not aware of the
22 actual incident. I wasn't part of it.
23 Q You said that was from who?
24 A Jim -- Vince Fourment had found that -- it
25 was one of the forms in the packet. Mr. Fourment had

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1 spoke with Cadoura about speaking with the media.
2 Q Do you remember what the contents of that
3 were?
4 A He walked up and I guess he was talking to
5 the media. And we're not allowed to, even as
6 supervisors, talk with the media and if we do we can
7 be subjected to disciplinary.
8 Q Is there any position that someone might
9 hold in the union that might allow them to speak to
10 the media?
11 A The union can, when it came to the union
12 president. The union president spoke to the media
13 quite often whenever there was issues related to
14 Detroit EMS. And he's speaking on behalf of the
15 union. He's not, at that point in time, speaking on
16 behalf of the technicians in uniform, I should say.
17 He's not the liaison for the city of Detroit to speak
18 to the media.
19 Q So what happens if someone speaks to the
20 media?
21 A A report is generated, sent up, and the
22 chief will make a determination in violation of the
23 department policy.
24 Q And is there a disciplinary action that's
25 typically done for speaking to the media?

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1 A That's up to the chief.
2 Q Were you aware of anybody ever being
3 disciplined for speaking to the media?
4 A Not that I know of. I know they've been
5 spoken to, but I don't know -- I'm not, again, I'm not
6 familiar with everybody's actions and the goings on of
7 everything in EMS.
8 Q Do you know if Mr. Cadoura was ever spoken
9 to about speaking to the media?
10 A Yeah. He was spoken to based on Vince
11 Fourment's letter that I reviewed that was sent with
12 this packet. He was spoken to.
13 Q Do you know if he was ever disciplined for
14 that?
15 A I don't know. I wasn't part of anything. I
16 wasn't his supervisor. I wasn't involved in it.
17 Q During your time with the City of Detroit,
18 did you notice any discrimination or harassment on the
19 basis of race?
20 A No. Every year we are -- every year we
21 receive a packet from the city, an EO2, on
22 discrimination against -- for somebody's race, their
23 sex, their gender, their sexuality, makeup, whatever
24 they wanted to be, and it was enforced. And we took
25 it out and spoke with crews about it as well.

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1 Everybody was held to the department standards. And I
2 never witnessed anybody directly target anybody or
3 make any comments against somebody's race directly.
4 Q In your opinion, was Mr. Cadoura an asset to
5 the City of Detroit EMS?
6 A I don't have an opinion of Mr. Cadoura or
7 any other employee that works for the city. Outside
8 of them doing their job, and if you asked me how they
9 were doing at that one moment. I wasn't always Mr.
10 Cadoura's or a number of technicians' immediate
11 supervisor. Sometimes I was just a fill in.
12 MR. SHEAROUSE: Okay. Let's go ahead
13 and take a ten minute break. I'm going to review my
14 notes here for a little bit. We'll come back here,
15 let's just call it 2:30, we'll restart.
16 THE WITNESS: Okay.
17 MR. MCFARLANE: Go ahead and stop your
18 video and mute yourself and then we'll be back.
19 THE REPORTER: Okay. We are off the
20 record here at 2:17.
21 (Off the record.)
22 THE REPORTER: Okay. We are back on
23 the record here at 2:31 p.m.
24 MR. SHEAROUSE: Mr. Sablowski, I
25 appreciate your time. I just have a few more

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1 questions.
2 BY MR. SHEAROUSE:
3 Q Did you ever supervise a technician named
4 Kevin Williams?
5 A Yes, I did.
6 Q Do you know if he was placed on the do not
7 rehire list?
8 A I'm not sure if he was placed on the do not
9 rehire.
10 Q Do you ever recall disciplining Mr.
11 Williams?
12 A Again, unless I have all my records, files,
13 I can't attest to that.
14 MR. SHEAROUSE: I don't think I have
15 anything further.
16 MR. MCFARLANE: I have no questions.
17 MR. SHEAROUSE: All right. That will
18 conclude us for the day. Thank you so much for your
19 time, Mr. Sablowski.
20 THE WITNESS: No problem.
21 THE REPORTER: All right. We are off
22 the record here at 2:32 p.m.
23 (Whereupon, at 2:32 p.m., the
24 proceeding was concluded.)
25

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1 CERTIFICATE OF DEPOSITION OFFICER
2 I, QUANA GLOVER, the officer before whom
3 the foregoing proceedings were taken, do hereby
4 certify that any witness(es) in the foregoing
5 proceedings, prior to testifying, were duly sworn;
6 that the proceedings were recorded by me and
7 thereafter reduced to typewriting by a qualified
8 transcriptionist; that said digital audio recording of
9 said proceedings are a true and accurate record to the
10 best of my knowledge, skills, and ability; that I am
11 neither counsel for, related to, nor employed by any
12 of the parties to the action in which this was taken;
13 and, further, that I am not a relative or employee of
14 any counsel or attorney for any of the parties named herein
15 hereto, nor financially interested in the
16 outcome of this act


QUANA GLOVER
Notary Public in and for the
State of Michigan

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<p>1 CERTIFICATE OF TRANSCRIBER 2 I, DIANE OTTO, do hereby certify that this 3 transcript was prepared from the digital audio 4 recording of the foregoing proceeding, that said 5 transcript is a true and accurate record of the 6 proceedings to the best of my knowledge, skills, and 7 ability; that I am neither counsel for, related to, 8 nor employed by any of the parties to the action in 9 which this was taken; and, further, that I am not a 10 relative or employee of any counsel or attorney 11 employed by the parties to the action, financially or 12 otherwise interested in the outcome of the action. 13 14 15 16 17 18 19 20 21 22 23 24 25</p>  <p>DIANE OTTO, CER, CET 1353</p> <p>Page 46</p>	

EXHIBIT E

1 IN THE UNITED STATES DISTRICT COURT FOR THE
2 EASTERN DISTRICT OF MICHIGAN
3 SOUTHERN DIVISION

4 RICHARD CADOURA,

5 Plaintiff,

CASE NO. 20-cv-12986

6 -vs-

HON. GERSHWIN A. DRAIN

7 THE CITY OF DETROIT,

MAGISTRATE ANTHONY P.

8 Defendant.

PATTI

9 _____/

10 The Deposition of JERALD JAMES, taken via Zoom,
11 before me, Carol L. Martin, CSR-3532, a Notary
12 Public, in and for the County of Oakland, State of
13 Michigan, on Friday, January 6, 2023, commencing at
14 or about 1:00 p.m..

15 APPEARANCES:

16 For the Plaintiff:

17 CARLA D. AIKENS, P.L.C.

18 By: Mr. Austen Shearouse

19 615 Griswold Street, Suite 709

20 Detroit, Michigan 48226

21 (844) 835-2993

22

23

24

25

Page 1

<p>1 APPEARANCES CONTINUED: 2 For the Defendant: 3 CITY OF DETROIT LAW DEPARTMENT 4 By: Mr. Jason McFarlane 5 2 Woodward Avenue, Suite 500 6 Detroit, Michigan 48226 7 (313) 237-0548 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p>1 Friday, January 6, 2023 2 1:00 p.m. 3 * * * 4 JERALD JAMES 5 after having been first duly sworn to tell the 6 truth, the whole truth, and nothing but the 7 truth, was examined and testified as follows: 8 EXAMINATION 9 BY MR. SHEAROUSE: 10 Q. Good afternoon. My name is Austen Shearouse and 11 I represent the Plaintiff Cadoura in this matter. 12 Real quick, just a couple of ground rule 13 questions. Have you ever had your deposition 14 taken before? 15 A. Yes. 16 Q. Yes? Okay. So just sort of as a reminder, 17 especially with us being on Zoom, make sure that 18 I've finished the question before answering. I 19 know sometimes you can kind of tell where I'm 20 going with the question, but it makes it easier 21 for the court reporter, if we just get that extra 22 couple of seconds to make sure that we don't talk 23 over each other, and I'll try to do the same with 24 your answer. I know it will still happen. It 25 always inevitably happens that one of us ends up</p>
Page 2	Page 4
<p>1 I N D E X 2 WITNESS: PAGE: 3 JERALD JAMES 4 Examination by Mr. Shearouse 4 5 Examination by Mr. McFarlane 49 6 Re-Examination by Mr. Shearouse 50 7 8 NO EXHIBITS MARKED 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p>1 talking over each other at some point, but I'm 2 going to do my best to make sure that I let you 3 fully answer my questions and all I ask is that 4 you allow me the same for my questions to be out. 5 If at any point in time you need a 6 break, just let me know. I'm happy to allow 7 that. All I ask is that if I've posed a question 8 or opposing counsel has posed the question, you 9 answer the question and then we can go ahead and 10 take that break. 11 We'll go ahead and get started. Can I 12 have your full name for the record, please? 13 A. Jerald James. 14 Q. That's J-e-r-a-l-d? 15 A. Correct. 16 Q. And what is your date of birth? 17 A. 5-6-70. 18 Q. And what is your current address? 19 A. 29122 Rachid, R-a-c-h-i-d, Lane, and that's 20 Chesterfield, Michigan 48047. 21 Q. And how long have you resided at that address? 22 A. Since 2007. 23 Q. Is there anyone else that lives at that address 24 with you? 25 A. Yes, my family.</p>
Page 3	Page 5

<p>1 Q. And who is that specifically? 2 A. That's my wife, Donnell James. And do I have to 3 reveal my child's name to you? 4 Q. Just the name. I'm not going to ask for ages or 5 anything like that. 6 A. Well, that's the question I had is why does my 7 15-year-old child have to be revealed in a 8 deposition? 9 Q. I'm just getting who all is present and could be 10 potentially there at the house that can 11 potentially hear these conversations or -- 12 A. I'm not at home right now. I'm at work. 13 Q. Okay. So you're at your office right now? 14 A. That's correct. 15 Q. Is there anybody else in the office with you? 16 A. In my -- my particular office? No. There are 17 other employees here, but, no, not at my office. 18 The door is closed. 19 Q. Okay. And you're currently employed with the 20 City of Detroit? 21 A. No, I am not. 22 Q. What is your current employment? 23 A. I am an Executive Administrator for the Michigan 24 Association of Police. 25 Q. And when did you start that position?</p> <p style="text-align: right;">Page 6</p>	<p>1 years and then I voluntarily stepped down back to 2 Captain from '14 until I retired in '16. 3 Q. Was there any particular motivation for that 4 voluntary stepdown? 5 A. I didn't like the current commissioner nor the 6 deputy commissioner. I felt they were woefully 7 inaccurate for their position. 8 Q. Do you know their names? 9 A. Yep. Sydney Zack was the Deputy Commissioner. 10 Jonathan Jackson was the Fire Commissioner. 11 Q. And how long had they been in those roles? 12 A. Mr. Jackson had recently got promoted with the 13 election of Mayor Duggan. I don't know his exact 14 appointment date, and Sydney Zack kind of rotated 15 between the Fire Department, Police Department, 16 back to the Fire Department, so I can't tell you 17 exactly how many connected or continuous years 18 she had with the Fire Department. 19 Q. Do you know if they were in those positions in 20 2012/2013? 21 A. Jonathan Jackson no. Sydney Zack may have been 22 in '13. I can't recall exactly when she got 23 promoted, but it was after I was already Chief. 24 She came from the Law Department. 25 Q. She came from the Law Department?</p> <p style="text-align: right;">Page 8</p>
<p>1 A. 2015. 2 Q. And what are your current job responsibilities in 3 that role? 4 A. I am a labor relations advocate. Enforcement 5 of contracts, grievance filing, contract 6 negotiations. I represent close to 150 different 7 bargaining units. 8 Q. And prior to this position, what was your 9 employment? 10 A. I did work for the City of Detroit EMS Division 11 until September of 2016. 1991 through September 12 of 2016. 13 Q. And when you were hired in 1991, what was your 14 position? 15 A. I was an Emergency Medical Technician for the EMS 16 Division. 17 Q. And was that the same position that you held in 18 2016? 19 A. No. 20 Q. What position did you hold in 2016? 21 A. I was a Paramedic Shift Supervisor at the rank of 22 Captain. 23 Q. And when did you assume that role? 24 A. Initially in 2008. I held that position for two 25 years. I was then promoted to Chief for four</p> <p style="text-align: right;">Page 7</p>	<p>1 A. Correct. 2 Q. So other than the promotion to Paramedic Shift 3 Supervisor at the rank of Captain and the 4 promotion to Chief, were there any other 5 promotions that you were given during your time 6 with the City of Detroit? 7 A. Yes. I went from EMT to Paramedic in 1998, I 8 went from Paramedic to Lieutenant in 2003, and I 9 went from Lieutenant to Captain in 2008 and 10 Captain and Chief in 2010. 11 Q. And then you said you voluntarily stepped back 12 down in 2014, correct? 13 A. That is correct. 14 Q. Thank you. So when you started out as an 15 Emergency Medical Tech for the EMS Division, what 16 were your responsibilities? 17 A. Responding to calls for service through 911 on 18 an ambulance and providing treatment/transport to 19 residents, patients, visitors of the City of 20 Detroit. 21 Q. And how does that differ from the paramedic 22 position? 23 A. The paramedic has a more advanced skill set. 24 They're able to push medication, add more 25 advanced airway procedures, use defibrillators,</p> <p style="text-align: right;">Page 9</p>

1 etc.. So it's more of a transitional upgrade
2 from an EMT to a paramedic, but the outcome is
3 the same. You still treat/transport sick and
4 injured.
5 Q. And is there a requirement for extra licensing to
6 be a paramedic?
7 A. That is correct. You have to attend a paramedic
8 class that's approved by the Michigan Department
9 of Health and Human Services. You get certified
10 after that class and then you have to take a
11 test -- a state exam, and then upon passing that
12 test, you're licensed to perform as a paramedic.
13 Q. So other than needing that license and
14 certificate, is there any other additional
15 requirements to become a paramedic?
16 A. To become a paramedic for the City of Detroit,
17 yes, you have to have an ACLS Card. Advanced
18 Cardiac Life Support, and you have to be approved
19 through the Detroit East Medical Control
20 Authority to function in their control zone as a
21 paramedic.
22 Q. What was that organization you said that you
23 needed to be approved by?
24 A. The Detroit East Medical Control Authority.
25 Q. So once you have that approval, your ACLS Card,
Page 10

1 and this advanced license, you would then be
2 available to become a paramedic?
3 A. To function as a paramedic with the City of
4 Detroit, correct.
5 Q. Okay. Are there any other requirements to become
6 a paramedic than those?
7 A. Not for the City of Detroit, no.
8 Q. Okay. If someone is looking to become promoted
9 to paramedic, do you know what sorts of -- what
10 sort of process they would go about?
11 A. When I was being promoted, yes. Currently --
12 I've been gone for six years. I don't know what
13 they're doing currently. I mean if you want me
14 to detail what I had to do, I can.
15 Q. Yes. Can you tell me what you went through when
16 you originally were promoted?
17 A. We had to submit a letter to the chief of EMS
18 requesting to be promoted to paramedic. They
19 would then review that request. You had to do
20 what was essentially a skills evaluation. You
21 had to go to the training section, perform a
22 skills assessment on starting IVs, intubation,
23 CPR. You had to do a written exam, which more or
24 less validated your knowledge of the local
25 medical protocols. You could not be on step two
Page 11

1 or higher of attendance control -- their
2 attendance control program and you could not have
3 any active discipline for you to be considered
4 for a promotion.
5 Q. And you said active discipline. How does one go
6 about resolving an active discipline?
7 A. Either through the grievance process through your
8 collective bargaining agreement or at the time
9 there was an internal appeal process, which was
10 called a Trial Board, which was governed by the
11 Fire Department.
12 Q. So until you went through one of those processes,
13 was the discipline considered active?
14 A. Only for two years.
15 Q. So I just want to make sure I'm understanding
16 this. If after two years the Trial Board had
17 not been -- a person had not gone for a Trial
18 Board or aggrieved this discipline, it would be
19 removed?
20 A. It wouldn't be removed, but it could not be used
21 against you for the purposes of progressive
22 discipline and/or restriction for a promotion.
23 Q. Okay. And in your role as Shift Supervisor and
24 Chief, did you ever have to discipline a
25 subordinate?
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1 A. As Chief, I disciplined. As Shift Supervisor, I
2 recommended discipline.
3 Q. And what was the process for recommending
4 discipline as a Shift Supervisor?
5 A. Well, you had to -- obviously within the
6 construct of the contract, we had to do an
7 investigation, which was a result of interviews
8 with the employee, the complainant, if it was a
9 complaint issue. If it was a lieutenant, they
10 would provide the investigation to me, I would
11 review it, and then I would have to either agree
12 or disagree with their recommendation and then
13 sign off on that document and forward it to the
14 chief for their final resolution.
15 Q. In that investigation, did you typically conduct
16 those investigations at the station house?
17 A. Typically, yes, they were either at a firehouse
18 where the employee is normally assigned to their
19 medic unit or they would be brought to the EMS
20 headquarters per se in an investigative affair.
21 Q. Was there ever a situation where an investigation
22 would be conducted out in the field?
23 A. It happened rarely, if you met a crew at a
24 hospital, if there was a scenario dealing with
25 uniform issues, accidents. So, yeah, depending
Page 13

1 on the circumstances, there were some field
2 investigations, but for the most part, they were
3 conducted in-house.
4 Q. So you mentioned that the few times that it would
5 happen in the field, those were uniform issues or
6 accidents, correct?
7 A. It could be. I mean it would be something minor
8 for you to question an employee at their truck,
9 but an accident scene, you would meet, if the
10 crew was okay. There would be -- sometimes you
11 met them on the scene, at the hospital. Maybe a
12 complaint on the scene. Violent person, etc.,
13 stolen equipment. So there are some times.
14 It just depends on the circumstance where the
15 investigation would be done in the field, but
16 primarily they were done inside of a firehouse or
17 at what was deemed to be the headquarters for
18 EMS.
19 Q. Okay. And what sort of uniform issues would lead
20 to an investigation?
21 A. Well, any violation of the Department's uniform
22 expectation would prompt or could prompt an
23 investigation, i.e., not shaving, not wearing a
24 uniform properly, not wearing the required
25 components of the uniform. So any violation of a

1 set uniform standard could promote or prompt an
2 investigation.
3 Q. And, to your knowledge, are there circumstances
4 that would allow an individual not to adhere to
5 the uniform policy.
6 A. Only if that individual's safety or health was at
7 risk.
8 Q. So if a paramedic or EMT had gotten blood on
9 their uniform at a scene, would that be cause for
10 them not to have that part of the uniform on?
11 A. Yes. Bloodborne packaging, hazardous material.
12 That would be -- that would be something that
13 would promote them to not properly wear a
14 particular uniform. Correct.
15 Q. And then as chief, you said you did discipline in
16 your time; is that correct?
17 A. Correct. As the Chief, I had the final say from
18 the division, if discipline was going to be
19 carried out and barring significant discipline,
20 i.e., termination or suspensions of 30 days or
21 longer, I had the authority to approve those
22 without the fire commissioner's signoff. Any
23 discipline above 30 days or termination, I could
24 not do. It had to come from the Fire
25 Commissioner's Office. I could recommend it to

1 the fire commissioner, but they ultimately had to
2 approve any terminations or suspensions over 30
3 days.
4 Q. And with these open discipline actions, it would
5 limit somebody from seeking a promotion, correct?
6 A. It could, only if it was a suspension. If it was
7 a written reprimand, from that perspective, it
8 could restrict the promotion, but, yeah, it would
9 have to be a suspension or higher.
10 Q. Okay. And was there any particular requirement
11 on how long the suspension had to be or just any
12 suspension was a bar?
13 A. Yeah, any active suspension. Anything less than
14 24 months.
15 Q. If an employee wanted to appeal a suspension or
16 appeal a -- strike that.
17 If an employee wanted to appeal a
18 discipline, how would they go about doing that?
19 A. There's two routes. One would be they could
20 either file a grievance and have a union appeal
21 it up to and including arbitration or there was a
22 form -- a Trial Board request that the employee
23 or the union completed. They would then submit
24 that Trial Board request to the Office of the
25 Fire Commissioner and the Fire Commissioner's

1 Office would then schedule the Trial Board based
2 on that appeal request.
3 Q. And about how soon after was the Trial Board
4 hearing supposed to occur?
5 A. There was no set time. It was all based on the
6 Commissioner's Office and the rank of the
7 individuals that were available. You had to be
8 at the level of battalion chief or higher for you
9 to sit on a Trial Board. So the pool of
10 eligible candidates was restricted, but there was
11 no set time. It could be anywhere from 30 days.
12 Some of them never got scheduled for years.
13 Q. So there was an issue with scheduling these Trial
14 Boards for disciplines?
15 A. Yes. It was horrible. Correct.
16 Q. Was it due to a lack of staffing or was it due to
17 the amount of disciplines that were being issued?
18 A. It was a combination of both, because there was
19 a limited amount of people who are eligible to
20 sit on the panel and they were doing them not
21 only for the EMS Division. It was for the Fire
22 Department as a whole. So that select group of
23 individuals had to review, appeal, judge on any
24 discipline within all eight or nine divisions of
25 the Fire Department.

<p>1 Q. And once you became a Shift Supervisor in 2008, 2 did you notice more disciplines being issued than 3 when you were a Paramedic? 4 A. No, I wouldn't have any insight as to how many 5 disciplines any other shift had submitted. The 6 only person that had that access would be the 7 commissioner -- I mean the fire -- I mean the EMS 8 chief. 9 Q. And then when you were promoted to Chief in 2010, 10 did you happen to notice any large amount of 11 disciplines? 12 A. No, not anymore than I did when I was a union 13 rep. As a union rep -- actually, from the time I 14 got promoted forward, there were considerably 15 less disciplines that I was aware of as a union 16 rep versus when I got promoted. 17 Q. So you knew about less disciplines when you were 18 the union rep or when you were -- 19 A. More disciplines. More disciplines when I was a 20 union rep. There were multiple terminations, 21 multiple leaves without pay. We were doing 22 grievances and Trial Boards almost weekly. 23 Q. And what dates were you a union rep? 24 A. I was a Union Steward from '95 until '98. I 25 become a Chief Steward in '98 and the Union</p> <p style="text-align: right;">Page 18</p>	<p>1 to discipline action, such as oral -- an oral 2 consultation, a written reprimand, a charge, and 3 a discharge; is that correct? 4 A. Similar to that, correct. There is an oral 5 reprimand, a written reprimand, a suspension, and 6 then demotion, if you are in a higher level, and 7 then termination. Correct. 8 Q. So the demotion would only be available to higher 9 level individuals? 10 A. Well, paramedics. You can be demoted from 11 paramedic back down to EMT. 12 Q. And when an oral reprimand is given, is there a 13 written record of that oral reprimand anywhere? 14 A. Yes. 15 Q. Who makes that record? 16 A. It's normally within the office of the EMS -- the 17 EMS superintendent. Every employee has a 18 disciplinary -- or used to anyway. Has a 19 disciplinary track sheet and on that form, you 20 would document if it was an oral, written, 21 suspension. If it was a six-month suspension, 22 one year, two year. So that became a permanent 23 part of the employee's disciplinary file. So as 24 the disciplines fell off, you would highlight 25 that the discipline was no longer applicable, but</p> <p style="text-align: right;">Page 20</p>
<p>1 President in 2000. 2 Q. And how long did you serve as Union President? 3 A. Three years until I got promoted to Lieutenant. 4 Q. Did you ever work with Mr. Cadoura? 5 A. Yes. 6 Q. How often would you say you worked with 7 Mr. Cadoura? 8 A. It was infrequently. Maybe on a detail or over 9 time. I could probably count on my hands how 10 many times I worked with him. 11 Q. What was your general impression of Mr. Cadoura? 12 A. At the time I was working with him on the truck? 13 He was a relatively nice, easygoing guy. 14 Appeared to like his job and, you know, upbeat. 15 Q. At the times that you and him worked together, do 16 you recall him mentioning any issues with 17 policies not being followed? 18 A. No. 19 Q. Did you ever bring any complaints about policies 20 not being followed? 21 A. Always. I was a Union Steward. I was filing 22 grievances and complaints and letters to the 23 Mayor's Office. So, yeah, he may have overheard 24 me discussing it, but to him directly, no. 25 Q. And it's my understanding that there are levels</p> <p style="text-align: right;">Page 19</p>	<p>1 it still remained on the form. 2 Q. While you were working at Detroit Fire, did you 3 ever hear of anyone making any derogatory 4 comments to Mr. Cadoura? 5 A. To him directly? Not that I could recall. 6 Q. Did you ever hear anybody make comments about him 7 just generally, not to him? 8 A. Yes. 9 Q. What kind of comments did you overhear? 10 A. That he was an asshole, he was a jerk, wouldn't 11 do his job. That just too -- that's just a 12 minor amount. I mean from his peers -- they 13 despised him. The ones that were complaining to 14 me. 15 Q. And who were the ones that complained to you? 16 A. I can't recall. There were -- there were 17 multiple technicians/supervisors that had 18 significant issues over a period of time with 19 Mr. Cadoura. 20 Q. Do you recall what any of those issues were? 21 A. Well, sure. I mean he had become argumentative, 22 abrasive. He had picked up a second job with 23 another ambulance company. My employees were 24 calling me telling me he was jumping and run, he 25 was cursing at them, they didn't want to work</p> <p style="text-align: right;">Page 21</p>

<p>1 with him, his behavior on the scene, his behavior 2 at the hospital, his comments towards nurses. I 3 mean the laundry list just went on and on. 4 Q. Do you know if Mr. Cadoura ever received a 5 citizen complaint? 6 A. Yes. 7 Q. Do you recall what that was about? 8 A. No, I don't. As far as the complaints went, once 9 they came into the office, they were sent out to 10 the field for investigation and the supervisors 11 would then investigate them from there, and what 12 the outcome of these were, I can't -- I don't 13 recall offhand, no. 14 Q. So all these complaints were made to you by your 15 subordinates? 16 A. Correct. 17 Q. Did any of them ever file any formal complaints 18 against Mr. Cadoura? 19 A. No. 20 Q. Was there any investigation done into any of 21 these complaints? 22 A. No, because they would not file a formal 23 complaint. I advised them when they called, "I 24 hear your complaint. If you have an issue, 25 you've got two options. Contact your union and</p> <p style="text-align: right;">Page 22</p>	<p>1 involved improper patient care, assaults on 2 co-workers, etc.. She expunged them all. So, 3 yes, I did have some involvement, but she 4 overrode my recommendation, and I also complained 5 to HR about what she was going to do, but she 6 ultimately did what she did. 7 Q. So did you not want all of those disciplines 8 expunged after two years? 9 A. The ones after two years, yes. 10 Q. Did you review any documentation before today's 11 deposition? 12 A. Yes. Yes. 13 Q. What documentation did you review? 14 A. There was some reports that I had that date back 15 to looks like 2008 from Chief Kestalu (ph). So 16 there appears to be some disciplinary documents 17 in here. His resignation notice and paperwork 18 from HR. There's about it looks like 38 pages. 19 Q. And that's Mr. Cadoura's resignation notice? 20 A. I think that is in this document, if I'm not 21 mistaken. There's letters in here, there's 22 suspension notices, Charge Forms. There's a 23 multitude of documents in here. 24 Q. So is it your understanding that Mr. Cadoura 25 resigned from the City of Detroit --</p> <p style="text-align: right;">Page 24</p>
<p>1 have your union have a conversation with them or 2 make a formal complaint to your shift supervisor 3 and we will address the issue," but, yes, so 4 calling me and trying to leverage an 5 investigation or going directly to the chief to 6 complain, I would hear it, but, no, I was not 7 going to take an action on something that an 8 employee was not willing to follow the proper 9 process. 10 Q. And while you were working for the City of 11 Detroit, was there a settlement between the union 12 and the Fire Department? 13 A. There were probably multiple settlements between 14 the union and the Fire Department. 15 Q. Was there one roughly in 2012/2013 involving a 16 large amount of discipline that had been issued? 17 A. Yeah. Yeah. The Trial Boards that Sydney Zack 18 and Smith? Yeah. 19 Q. Did you have any involvement with that? 20 A. Yes, to a degree. 21 Q. What was your involvement? 22 A. I disagreed with it. She came to me and asked me 23 my opinion. I told her, "Of course, anything 24 over two years should automatically be expunged." 25 Some of those were very egregious actions that</p> <p style="text-align: right;">Page 23</p>	<p>1 A. Yes. 2 Q. -- EMS? 3 A. That is correct. That's my understanding. 4 Q. Do you know if he was placed on a do not rehire 5 list? 6 A. Yes. 7 Q. Do you know why? 8 A. Because he resigned with discipline pending. 9 Q. Is that a policy of Detroit EMS? 10 A. That is a policy of the City of Detroit. The 11 information I received when I got promoted to 12 Chief was there were only two reasons that I 13 could put a person down as a do not rehire, which 14 were a requirement of the City of Detroit. One 15 was if they did not provide a two-week notice and 16 the other was if they resigned in lieu of a 17 discipline. Those two individuals would have to 18 be listed as a do not rehire. 19 Q. So you said the second one was in lieu of 20 discipline? 21 A. Correct. Yes. If they were resigning with 22 discipline pending or under investigation for a 23 disciplinary action and they resigned, they were 24 to be listed as a do not rehire. 25 Q. Just for my clarification, is it only if they</p> <p style="text-align: right;">Page 25</p>

<p>1 were resigning to avoid discipline or if they 2 just resigned and there just happened to be 3 discipline pending? Either one would get them -- 4 A. Correct. If there was a disciplinary 5 connotation. If the employee resigned under 6 investigation or if the investigation had been 7 completed and the next step was to then inform 8 them of that discipline and they resigned, then 9 they would be listed as a do not rehire. 10 Q. And the discipline -- the discipline only 11 finishes through the Trial Board, correct? 12 A. When you say finishes through the Trial Board? 13 Q. We're talking about open disciplinary action and 14 if somebody were to be waiting on Trial Board 15 action, that would still leave it as an open 16 discipline action, correct? 17 A. It would. Yes, it would leave it as an open 18 disciplinary action. Correct. 19 Q. And you said that sometimes those Trial Boards 20 could take years? 21 A. Yes. If you're asking would someone who appealed 22 a discipline be listed as a do not rehire, the 23 answer to that question is no. They've already 24 been disciplined. They're appealing that 25 discipline. The outcome of that discipline would</p> <p style="text-align: right;">Page 26</p>	<p>1 Q. So if someone was placed on the do not rehire 2 list, would they make it to that eligibility 3 list? 4 A. They shouldn't. 5 Q. And you left the City of Detroit in 2016, 6 correct? 7 A. That is correct. 8 Q. So did you ever hear anything about Mr. Cadoura 9 attempting to reapply to the City of Detroit? 10 A. Yes, I did. 11 Q. Who did you hear that from? 12 A. Robert Olkowski. 13 Q. And who is Robert Olkowski? 14 A. He is an employee of the EMS Division for the 15 City of Detroit. 16 Q. Do you know what his rank is? 17 A. I think he's the assistant chief now, if I'm not 18 mistaken. 19 Q. At the time he informed you about Mr. Cadoura 20 reapplying, was that his position? 21 A. No. 22 Q. What was his position at that time? 23 A. I'm not sure. When I left, he was a lieutenant. 24 I don't recall when -- he was in administration 25 at some -- he was somewhere in administration.</p> <p style="text-align: right;">Page 28</p>
<p>1 be leveraged by either a Trial Board or an 2 arbitrator or a settlement between the union and 3 the employer. It was only germane because those 4 individuals who quit in lieu of being disciplined 5 or were aware they were being investigated for a 6 potential discipline and then quit to usurp that 7 process. 8 Q. So if somebody was waiting on Trial Boards for 9 their disciplinary action, they would not be 10 automatically placed on a do not rehire list? 11 A. Yeah. My office -- at least when I was the 12 Chief, I could not place them as a do not rehire 13 because they were appealing a disciplinary 14 action. 15 Q. Did you ever do any hiring or were you involved 16 in the hiring process when you were at the City 17 of Detroit? 18 A. No. That was strictly HR. 19 Q. So you don't have any knowledge on that process 20 at all? 21 A. No. We just get -- when I was a Chief, you'd get 22 a list of names that HR said was eligible for the 23 next Academy and what date they were going to 24 start and we then scheduled the Academy and those 25 individuals reported.</p> <p style="text-align: right;">Page 27</p>	<p>1 He was lieutenant, captain. Somewhere in the 2 offices of administration. 3 Q. And what did he tell you in that conversation? 4 A. He just called me and said, "Did you put Cadoura 5 down as a do not rehire?" I said, "Yeah, I did." 6 He said, "Okay" and that was it. 7 Q. And the reasoning for that do not rehire was 8 pending discipline? 9 A. That is correct. 10 Q. Were you ever aware of Mr. Cadoura being involved 11 in a news story regarding response times for the 12 City of Detroit EMS? 13 A. Yes. 14 Q. How did you find out about that? 15 A. Probably on the news. 16 Q. Were there any discussions about his 17 participation in that story? 18 A. With me? No. 19 Q. Did you have any conversations with anybody else 20 about that? 21 A. There were multiple conversations. Well, let me 22 clarify. Are you talking about when I was 23 employed or not employed after I retired? 24 Q. Either. If there were conversations. 25 A. Well, when I was employed, sure, there were</p> <p style="text-align: right;">Page 29</p>

<p>1 multiple conversations with the Law Department, 2 main controls, State of Michigan, the 3 Commissioner's Office, the City Council. Every 4 time a news story hit about response times, I got 5 a phone call and there were meetings, etc.. When 6 I retired, no, I didn't talk to anybody about 7 Detroit EMS any longer. 8 Q. So it was just whenever a general news story was 9 published about response times there was a lot of 10 administrative interest on it? 11 A. Yes. I had a lot of explaining to do and charts 12 and time reports, and etc.. So, yeah, there was 13 constant conversations with multiple agencies and 14 city officials, etc.. 15 Q. Do you know what was causing those delays in 16 response times? 17 A. Well, there was a multitude of things. 18 Everything from mismanagement of 911 calls and 19 triage, not enough vehicles, not enough 20 employees. Just the construct of an urban 21 response system that just did not have enough 22 resources to support the, you know, daily deluge 23 of 911 calls. 24 Q. So when someone resigns from the Department, is 25 there an exit interview conducted?</p> <p style="text-align: right;">Page 30</p>	<p>1 A. Human Resources. My understanding is that 2 information was revealed to the employee from 3 Human Resources and I never notified anybody that 4 they were on the do not rehire list. 5 Q. And from Human Resources, would they notify them 6 as soon as that decision had been made or -- 7 A. No. Go ahead. I'm sorry. 8 Q. Let me have you answer that part first. As soon 9 as that decision had been made, was the employee 10 or former employee notified? 11 A. No, and the reason why I say that is because it 12 was an investigation. I had to -- once I 13 submitted the form to HR and said, "Do not 14 rehire," HR would then contact me. There would 15 be I guess an interrogation as to why I 16 classified the employee as a do not rehire. Even 17 though I documented it that way, my understanding 18 is HR has the ultimate authority to approve that 19 departmental recommendation. 20 Now, if they approved it or not, I was 21 never notified. I just submitted it. I talked 22 to the people from HR and they handled it from 23 there. 24 Q. So other than you and HR, was there anybody else 25 involved in the decision to ultimately put or not</p> <p style="text-align: right;">Page 32</p>
<p>1 A. It is a voluntary exit interview. Correct. 2 Q. Who schedules that exit interview? 3 A. Well, my office would schedule it, if the 4 employee was willing to do it. We were -- as a 5 Lieutenant and Captain, when we got a 6 resignation, we would notify an employee of an 7 option to do an exit interview. When I was a 8 Chief, whenever those letters came in, I would 9 ask the lieutenants, captains, make sure they 10 know they have a right to do an exit interview, 11 and if the employee wished to do so, then my door 12 was open and we could do an exit interview. 13 Q. Do you know if Mr. Cadoura did an exit interview? 14 A. No, he did not. 15 Q. Do you know if he was offered an exit interview? 16 A. I don't know. The direction from my office was 17 always to offer them, but, no, we never did a 18 follow-up. There was no form to sign that they 19 were notified of an exit interview opportunity. 20 No. 21 Q. And at that exit interview, would you have 22 notified Mr. Cadoura that he was on the do not 23 rehire list? 24 A. No. 25 Q. How would he have gone about finding that out?</p> <p style="text-align: right;">Page 31</p>	<p>1 put somebody on the do not rehire list? 2 A. To my knowledge, no. 3 Q. In your opinion, was Mr. Cadoura a good EMT? 4 A. No. 5 Q. And why do you say that? 6 A. Well, let me classify that. Good EMT? I can't 7 say he did not provide good patient care. I 8 never got a complaint about his patient care, so 9 I can't say as far as the treatment and transport 10 of citizens that he is not a good EMT. If you 11 want to quantify that as a good employee, I would 12 say no. 13 Q. And why would you say he's not a good employee? 14 A. Well, just even based off of the reports that I 15 reviewed and the ones that aren't here, he was 16 very abrasive, profane, argumentative, insolent, 17 insubordinate. There wasn't a rule he was not 18 willing to break. It was his job to do what he 19 wanted to do with and he showed us that is what 20 he was going to do. 21 Q. Were you ever aware of Mr. Cadoura making 22 complaints on policies not being followed? 23 A. Probably so. I mean I would assume I was aware 24 of if there was a grievance filed or a letter 25 submitted, but I say that with an asterisk,</p> <p style="text-align: right;">Page 33</p>

1 because a lot of them went directly to Sydney
2 Zack. So I'm not sure what was reported to her.
3 Q. Did any of your subordinates ever mention him
4 filing any complaints about policies not being
5 followed?
6 A. To my knowledge, not that I can recall.
7 Q. And the reports that are in front of you -- who
8 is authoring those reports?
9 A. I guess it would depend on which one you
10 specifically are stating. There is like 38 pages
11 here. Can you kind of identify which one
12 specifically?
13 Q. Do you have a date on whatever one is first on
14 your page, so I can identify it?
15 A. The very first one is June 8, 2008 and it's
16 addressed to Chief James Kestalu.
17 MR. MCFARLANE: Do you have the Bates
18 Stamped exhibits?
19 MR. SHEAROUSE: Yeah, I do somewhere.
20 Yeah.
21 MR. MCFARLANE: I can tell you the
22 Bates Stamp of what he's looking at.
23 MR. SHEAROUSE: Okay. Yeah. What's the
24 Bates Stamp?
25 MR. MCFARLANE: One Twenty-Seven.

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1 BY MR. SHEAROUSE:
2 Q. I see that now. To James Kestalu. And that was
3 from Captain Joe Wilson?
4 A. That is correct.
5 Q. And this was an incident involving Lieutenant
6 John Sablowski?
7 A. That's what it appears. Correct.
8 Q. Do you recall any specifics about that situation?
9 A. No. I was a Shift Captain. That was to Chief
10 Kestalu. It appeared that Gary Kelly was still
11 the chief. So I would have had no knowledge of
12 this incident.
13 Q. And when an investigation is done to a
14 discipline, are witness statements taken?
15 A. Yes. If there were witnesses, there should be
16 witness statements included. Correct.
17 Q. And those are written down?
18 A. Correct.
19 Q. And the witness signs them?
20 A. Depending on the complainant, i.e., if we get a
21 complaint over the phone, sometimes the
22 supervisors would do that interrogation over the
23 phone and document the statements from the
24 witness or the complainant, but, no, we would not
25 go out to their home and then have them sign the

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1 document to assert their agreement with it.
2 Q. And if there was a factual disparity between the
3 witness statements and the person reporting the
4 grievance, was there a process on how to resolve
5 that?
6 A. If you mean as far as any investigation or --
7 Q. Yes.
8 A. -- post-discipline?
9 Q. Let's start with the investigation first.
10 A. If there is a factual -- more or less a factual
11 misalignment of the truth, then the supervisor
12 has the obligation to capture their review and
13 provide their recommendation. Either they
14 believe the complaint is without merit, that the
15 complainant and/or witness statements are not
16 accurate, or that the employee's account of the
17 incident is more plausible, more believable based
18 on data, be it from a CAD system or from other
19 witnesses, and then they will from that point
20 make a recommendation to the chief to either drop
21 the complaint or not proceed or that discipline
22 is warranted.
23 Q. And the next document on your list is -- is that
24 a May 1 letter to Chief James Kestalu?
25 A. That's correct.

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1 Q. And the subject line says, "Incident Report EMT?"
2 A. No. It says, "Incident With Technician Cadoura."
3 May 1, 2008?
4 Q. Yes. Okay. So at the bottom it has John
5 Sablowski's signature on it?
6 A. Correct.
7 Q. Were you ever aware that Mr. Cadoura had made
8 several complaints against Mr. Sablowski?
9 A. I was aware of one complaint he made against
10 Sablowski that I can recall.
11 Q. What complaint was that?
12 A. That -- and this is just me recalling it best I
13 can. Is that John was picking on him or
14 harassing him or something similar to that.
15 Q. Do you know if anything became of that complaint?
16 A. Not that I was aware of, no.
17 Q. Were you involved in that investigation at all?
18 A. No.
19 Q. At any point in time during your stint with the
20 City of Detroit, did you hear about Mr. Cadoura
21 ever filing a lawsuit?
22 A. Yes.
23 Q. How did you hear about that?
24 A. On the news.
25 Q. Did anyone at the stations make mention of it?

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1 A. Not before it hit the news.
2 Q. After the news, was there conversations about it?
3 A. Well, there was a buzz everywhere about it after
4 it hit the news.
5 Q. What was the general sentiment about it?
6 A. It was a reversed discrimination lawsuit with him
7 and three or four other individuals.
8 Q. Now, was that the only lawsuit you heard about?
9 A. That I was aware of that I can recall, yes.
10 Q. During the process of discipline, is the employee
11 being potentially subject to discipline -- are
12 they considered innocent until a final
13 determination is made?
14 A. No. When they come to my office -- well, as the
15 Chief. Let me state that perspective. As the
16 Chief, if that's what you're asking me, when I
17 schedule them for discipline, all the documents
18 have been reviewed, all the data has been
19 reviewed, and based on a preponderance of the
20 evidence before me, inclusive of the written
21 responses or investigation and interrogation of
22 the employee, they are deemed to be guilty and
23 their meeting with me is to determine or provide
24 them with what their discipline is going to be.
25 Q. So they are not presumed -- they are presumed

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1 guilty even before the whole process has been
2 complete?
3 A. No. When they get to the chief's office, the
4 process is done. If you're asking me as a
5 frontline supervisor or lieutenant or captain,
6 that's a different perspective. So I mean I
7 guess if you could clarify for me what
8 perspective you're looking from, then those are
9 two different dynamics.
10 Q. All right. So at the point in which somebody
11 would seek a Trial Board, are they considered not
12 guilty or guilty?
13 A. No, they're considered guilty. They are
14 appealing that guilt.
15 Q. And if someone receives a written warning or a
16 written reprimand, are they considered guilty or
17 not guilty?
18 A. That is correct. They're still guilty.
19 Q. So as soon as a written reprimand is issued, that
20 person is considered guilty?
21 A. Yes. They could not -- they could not receive a
22 written reprimand unless there had been a
23 determination made by the Office of the
24 Superintendent of EMS that they had violated a
25 policy based on an investigation from a

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1 supervisor.
2 Q. And just so I'm clear, as soon as any written
3 reprimand, suspension, anything like that -- as
4 soon as any sort of disciplinary action was
5 taken, it was presumed guilty for the employee
6 being disciplined?
7 A. Correct. You would not be disciplined, if you
8 were found to not be in violation. So the
9 discipline more or less supports that the
10 Department's investigation yielded the fact that
11 you had violated a policy, procedure, expectation
12 and the review of the documents that were turned
13 in surrounding that incident gave us reason to
14 believe that you were, in fact, guilty and this
15 was a result of that guilt.
16 If you were not guilty, those actions
17 are dismissed. The employees are normally
18 notified the investigation is over. We found
19 that you didn't do anything wrong and that's the
20 end of it.
21 Q. While you were employed with the City of Detroit,
22 do you recall anybody making any derogatory
23 statements on the basis of somebody's race?
24 A. Derogatory? I mean I guess I will ask you to
25 quantify that. I mean are you talking about

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1 police? Citizens? Visitors? Are you talking
2 about employees? Talking about administration?
3 Q. Well, we'll just stay with employees within the
4 City of Detroit Fire Department and its
5 divisions.
6 A. Yes. There's been multiple employees that have
7 been disciplined and/or terminated for making
8 inappropriate derogatory comments about race.
9 Q. Do you know if any of those comments were
10 directed towards Mr. Cadoura?
11 A. Not that I'm aware of, no.
12 Q. Do you know if he complained about any of these
13 comments being made to him?
14 A. Not that I was made aware of, no.
15 Q. So with the placing of Mr. Cadoura on a do not
16 rehire list, was there any recourse for him to be
17 taken off of that list?
18 A. I would have to defer you to HR. They are the
19 governing agency that deals with the hiring
20 process of it and what that impact is. I don't
21 know if there is an appeal route. Like I say,
22 once I talked to HR, gave them my explanation for
23 it, I was never even notified if they agreed or
24 disagreed with my recommendation not to rehire.
25 It was an HR issue from that point forward.

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1 Q. So you've never heard of anybody getting taken
2 off the do not rehire list?
3 A. I've heard of people being rehired that were
4 listed as do not rehire. I don't know if they
5 were taken off the list or not. As we note in
6 his incident, he wasn't and he was rehired. So I
7 don't -- I have no idea what that process would
8 be.
9 Q. Do you know the names of those people that were
10 rehired?
11 A. No, I don't because once I left, I was gone.
12 That was it. I don't know who prior to me listed
13 people as do not rehire or after me. So I
14 wouldn't be able to accurately answer that
15 question. I do -- let me change that. I do know
16 of one I put down on a do not rehire, Brian
17 Moore, that was brought back. That's the only
18 one that I can recall.
19 Q. And you listed him as a do not rehire?
20 A. Yes, I did.
21 Q. Do you remember why you listed him as a do not
22 rehire?
23 A. He killed a patient.
24 Q. Do you know when he was rehired?
25 A. No, I don't, but it was after -- it was -- it was

1 either after I left -- it might have been after I
2 left. They rehired a whole bunch of people that
3 had resigned and been terminated and etc. So I
4 can't recall exactly when he went back.
5 Q. Do you know what race Mr. Moore is?
6 A. I would assume Caucasian.
7 MR. SHEAROUSE: Why don't we go ahead
8 and take a ten-minute break. See if I've got
9 anymore questions and then if not, then I will
10 pass him over to you, Jason.
11 MR. MCFARLANE: All right. Sounds good.
12 (Break taken)
13 BY MR. SHEAROUSE:
14 Q. I've just got a couple more questions for you,
15 Mr. James. I appreciate your time here today.
16 During your employment with the City of Detroit,
17 was your wife also working with the City of
18 Detroit?
19 A. Yes.
20 Q. What was her position?
21 A. At what time? She was an EMT, paramedic,
22 lieutenant, and captain.
23 Q. I guess we'll start with EMT. When did she start
24 as an EMT?
25 A. In September of '91.

1 Q. And she was promoted to paramedic?
2 A. Yes.
3 Q. Do you know when that was?
4 A. No. She was promoted to paramedic before me, so
5 I would assume maybe '96ish. Ninety-five maybe.
6 Q. And then you said she was promoted after that to
7 lieutenant?
8 A. Correct.
9 Q. Do you know that date?
10 A. No, I don't. She was promoted before she -- I
11 was still a Union President when she became
12 lieutenant. She was acting first and then she
13 got officially promoted, so I don't have that
14 date.
15 Q. And then after that, she was promoted to captain?
16 A. That is correct.
17 Q. Do you know that date?
18 A. No. It was after my promotion. I got promoted
19 to Captain in 2008. So she must have been
20 promoted in '09 or '10 maybe. I'm not sure.
21 Q. Did your wife ever discipline Mr. Cadoura?
22 A. Probably so. I do believe so. Correct.
23 Q. Do you have any recollection of specific
24 disciplines that she might have issued?
25 A. Not other than what's in this packet that I

1 reviewed.
2 Q. All right. Is there something from your wife's
3 in that packet?
4 A. Yes.
5 Q. What is that situation?
6 A. Hold on. Let me pull it up. No, that's not
7 hers. I thought there was one in here from her.
8 Maybe it's not. Wait, is this -- yep. The very
9 last one I have in my pocket is from her.
10 Q. Is there a little number on the bottom right-hand
11 corner of that piece of paper?
12 A. Yeah. It looks like 249. It's dated 2-13-2013.
13 It's a Charge Form to the Commissioner's Office.
14 Q. And did she ever discuss this situation with you?
15 A. Discuss? Probably not. Just submitted the
16 packet and the document. It looks as if it was
17 just a late call off.
18 Q. And what is a late call off?
19 A. Somebody calling off after the start of shift.
20 Q. And what's the typical discipline for that?
21 A. It's typically a -- you know, let me go back. It
22 really does depend on what discipline they have.
23 If this occurred in the past. So if it's a
24 progressive issue germane to the attendance
25 control policy or if it's connected with other

1 disciplines. So I don't know necessarily if I
2 can say it's a typical scenario. It really does
3 depend on the case.
4 Q. And we talked about earlier -- I know I'm kind of
5 bouncing around a little bit. We talked about
6 earlier the news stories were kind of a regular
7 occurrence about response times; is that correct?
8 A. That's correct.
9 Q. Help me to understand, are response times kept
10 per station or are they kept for just the
11 Department as a whole?
12 A. They're kept for the Department, the station, the
13 shift, and the unit.
14 Q. So if a particular -- like a particular shift is
15 having continuously low response times, that
16 reflects on both the station and those
17 individuals working that shift?
18 A. Well, when you say shift -- because there is four
19 shifts. So we'll look at nights too. Was it
20 busier Friday night, Saturday night? Typically
21 their response times are going to lag, but when
22 you compare them to east side unit versus west
23 side versus central. Then you have to get into
24 the individual dynamics of the actual responding
25 unit. Travel distance, weather. There is a lot

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1 that goes into it when you're doing a response
2 time kind of matrix or review.
3 Q. Is there any pressure on the station chiefs to --
4 or shift captains to get response times down?
5 A. Not to get response times down, but to get
6 in-service times down. Response times are
7 distance specific, but, yes, there was some
8 pressure to ensure that units were available to
9 respond to calls as appropriate.
10 Q. And you said in-service times. Can you explain
11 what that is?
12 A. Well, typically, when you're on the scene of a
13 non-transport, there's a time parameter that you
14 look at for you to have the unit back in service.
15 If you're at the hospital, if it's a priority
16 one, priority two, priority three. So each one
17 of those caveats kind of lay out the groundwork
18 for what -- there was a benchmark of what the
19 expectation was to have a unit placed back in
20 service.
21 If they were not in service, then there
22 was a reason -- an expectation that you would
23 request a delay. "I'm delayed for cleaning. I'm
24 delay for equipment. Gas." Whatever the issue
25 is. As long as the unit requested a delay, if

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1 the supervisors then granted or awarded that
2 delay, then they were -- it was good.
3 Q. After Mr. Cadoura left in -- or resigned, were
4 you ever aware of him going to any other fire
5 department?
6 A. When I was still there? No.
7 Q. No?
8 A. Was I aware of it? Yes.
9 Q. Where are you aware that he's worked?
10 A. Flat Rock, Riverview, Melvindale, the proving
11 grounds for some plant that he worked at for a
12 minute, but, yeah, I'm aware that he's worked in
13 multiple different departments.
14 Q. Were you aware of him working in Woodhaven?
15 A. Yes.
16 Q. How did you find out about all these other
17 employments?
18 A. I represent three -- not represent, but three of
19 those departments are part of the organization
20 that I am the Assistant Executive Director of and
21 I became aware of it because he's been terminated
22 from those three and as terminations get grieved,
23 there is a process within our office to appeal
24 those grievances and how those issues are
25 navigated.

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1 MR. SHEAROUSE: I don't have anything
2 further.
3 MR. MCFARLANE: I have a couple of quick
4 questions.
5 EXAMINATION
6 BY MR. MCFARLANE:
7 Q. You mentioned that you had recommended Brian
8 Moore for a do not rehire; is that correct?
9 A. That is correct.
10 Q. And do you know if HR approved that do not
11 rehire?
12 A. I'm not sure. As I indicated, once I submitted
13 it, I will get a phone call. Somebody from HR
14 would request, you know, validation or
15 clarification. I explain to them what the reason
16 was for it and they would handle it. So I don't
17 necessarily know if there was approval or
18 disapproval. I never got any further contact
19 from HR on any of the do not rehires that I
20 recommended.
21 Q. And are you aware of any of the circumstances of
22 Brian Moore returning to the city?
23 A. Well, the only thing I'm aware of is there was a
24 push to hire and they were reaching out to all
25 Fire Detroit EMS employees and that he was a part

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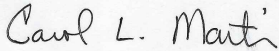
<p>1 of that push. 2 Q. Do you know if that is being handled by HR for 3 the Fire Department? 4 A. I think that in concert, the Fire Department may 5 have pushed for it. I would assume HR would have 6 had some involvement, however, that's just an 7 assumption because my understanding also is that 8 the Department has the ability to overturn in 9 certain circumstances those recommendations and 10 it becomes an internal administrative battle from 11 there is my understanding. 12 MR. MCFARLANE: I have no further 13 questions. 14 MR. SHEAROUSE: I might have one 15 follow-up. 16 EXAMINATION 17 BY MR. SHEAROUSE: 18 Q. You said that they reached out to all prior 19 Detroit employees for a potential rehire. Do you 20 know if they reached out to Mr. Cadoura? 21 A. I don't know who they reached out to. It was a 22 rumor to me that this is what they were doing. I 23 was not a part of that process. I just heard 24 about it. 25 Q. Okay. And last question. Do you know how long</p> <p style="text-align: right;">Page 50</p>	<p>1 STATE OF MICHIGAN) 2) 3 COUNTY OF OAKLAND) 4 Certificate of Notary Public 5 I do hereby certify the witness, whose 6 attached testimony was taken in the above matter, was 7 first duly sworn to tell the truth; the testimony 8 contained herein was reduced to writing in the 9 presence of the witness by means of Stenography; 10 afterwards transcribed; and is a true and 11 complete transcript of the testimony given. I 12 further state that I am not connected by blood or 13 marriage with any of the parties, their attorneys 14 or agents, and that I am not interested, 15 directly, indirectly or financially in the matter 16 of controversy. 17 In witness hereof, I have hereunto set my hand 18 this day in Novi, Michigan, County of Oakland, 19 State of Michigan. January 13, 2023 20 21  22 Carol L. Martin, CSR-3532 23 Certified Shorthand Reporter 24 Notary Public, Oakland County, Michigan 25 My Commission Expires: 10/25/2025</p> <p style="text-align: right;">Page 52</p>
<p>1 Mr. Moore worked with the city before he sought 2 rehire? 3 A. How long he worked before? No, I can't recall 4 how long he was there before he was terminated or 5 before he was recommended to termination. 6 Q. Okay. Was he actually terminated? 7 A. No, he quit. 8 MR. SHEAROUSE: I have no further 9 questions. 10 MR. MCFARLANE: No further questions. 11 MR. SHEAROUSE: Thank you for your time, 12 Mr. James. 13 THE WITNESS: You're welcome. 14 (Deposition concluded at 2:21 p.m.) 15 * * * 16 17 18 19 20 21 22 23 24 25</p> <p style="text-align: right;">Page 51</p>	

EXHIBIT F

Case 2:20-cv-12986-GAD-APP ECF No. 37-7, PageID.493 Filed 02/18/23 Page 2 of 3
Candidate Rating Sheet – Emergency Medical Technician (Basic/Paramedic)

Candidate Name: RICHARD CAROERA Date: 12-7-17

Have you ever worked for the City of Detroit? (Yes or No - If so, what year(s): 1998 - 2013

Have you ever been discharged from employment? Yes or No Are you a veteran? Yes or No

How is your driving record? GOOD

Are you able to perform the essential functions of the position with or without accommodation? Yes or No

Competency – FAILED QUESTIONS MUST CONTAIN A REASON FOR FAILURE	Pass/Fail
1. Personal Qualifications (Professionalism and Dependability) Notes/Reason for Failure: <u>GOOD - NO ATTENDANCE ISSUES</u>	<u>P</u> / F
2. Personal Qualifications (Professionalism and Dependability) Notes/Reason for Failure: <u>PARTNERS ON DEPARTMENT OVER HIS CAREER.</u>	<u>P</u> / F
3. Technical (Willingness to Work in Hazardous Conditions) Notes/Reason for Failure: <u>HAVING THE ABILITY TO INTERACT WITH PEOPLE THAT ARE UNDER DURESS IN SITUATIONS</u>	<u>P</u> / F
4. Interacting with Others (Supporting Diversity/Teamwork) Notes/Reason for Failure: <u>NO PROBLEM WORKING WITH PEOPLE WITH ETHNIC / OR DIVERSE POPULATION OR PARTNER.</u>	<u>P</u> / F
5. Ease of Supervision (Taking Direction/Orders) Notes/Reason for Failure: <u>INDISPUTABLE, NO PROBLEM WITH FOLLOWING ORDERS FROM SUPERVISION.</u>	<u>P</u> / F
6. Communication & Customer Service (Serving and Helping Others) Notes/Reason for Failure: <u>DELICATE BALANCE BETWEEN PROVIDING CARE AND RESPECTING RELIGIOUS BELIEFS OF INDIVIDUALS</u>	<u>P</u> / F
7. Integrity Notes/Reason for Failure: <u>TELL THE PARTNER TO PUT IT BACK OR YOU WILL BE FORCED TO TURN THE MATTER OVER TO THE DEPARTMENT.</u>	<u>P</u> / F

HR Signature Brown

EMS Signature Daniel Walinsky Capt

Candidate Rating Sheet – Emergency Medical Technician (Basic/Paramedic)

Candidate Name: Richard Cadoura Date: 12-7-17
 Have you ever worked for the City of Detroit? (Yes or No - If so, what year(s): '98-'13 EMS Division
 Have you ever been discharged from employment? Yes or (No) Are you a veteran? Yes or (No)
 How is your driving record? good
 Are you able to perform the essential functions of the position with or without accommodation? (Yes) or No

Competency – FAILED QUESTIONS MUST CONTAIN A REASON FOR FAILURE	Pass/Fail
1. Personal Qualifications (Professionalism and Dependability) Notes/Reason for Failure: <u>- attendance good</u> <u>- probation good</u>	(P) F <u>Pass</u>
2. Personal Qualifications (Professionalism and Dependability) Notes/Reason for Failure: <u>great partners over the years</u> <u>- biggest impression on the job.</u>	(P) F <u>Pass</u>
3. Technical (Willingness to Work in Hazardous Conditions) Notes/Reason for Failure: <u>over 15 years, it wasn't an issue/problem</u> <u>* understand they are under duress and we will give them care.</u>	(P) F <u>Pass</u>
4. Interacting with Others (Supporting Diversity/Teamwork) Notes/Reason for Failure: <u>* no problems over the yrs.</u> <u>- benefit for the public</u> <u>- learned ppl personality</u> <u>- suburban vs city</u>	(P) F <u>Pass</u>
5. Ease of Supervision (Taking Direction/Orders) Notes/Reason for Failure: <u>* no problem with chain of command.</u> <u>* no conflict</u>	(P) F <u>Pass</u>
6. Communication & Customer Service (Serving and Helping Others) Notes/Reason for Failure: <u>* family dealing with the death of a love one - put family at ease and another family was rushed to the hospital because of an incident.</u>	(P) F <u>Pass</u>
7. Integrity Notes/Reason for Failure: <u>* tell the person</u> <u>* zero tolerance, turn the person in and tell her to put it back.</u>	(P) F <u>Pass</u>

Russell Walensky

EXHIBIT G

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IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

RICHARD CADOURA,

Plaintiff,

Case No: 20-cv-12986

Hon. Gershwin A. Drain

Magistrate Anthony P. Patti

-vs-

THE CITY OF DETROIT,

Defendant.

_____ /

DEPOSITION (via Zoom) of BELINDA BROWN

Taken by the Plaintiff on the 4th day of
August, 2022 via Zoom Deposition commencing at
11:04 a.m.

<p>1 APPEARANCES: 2 3 For the Plaintiff: REJANAE BROOKS (P85701) 4 Carla D. Aikens, P.L.C. 5 615 Griswold 6 Suite 709 7 Detroit, Michigan 48226 8 844-835-2993 9 10 For the Defendant: JASON T. McFARLANE (P73105) 11 ANDRAE SMITH (P69153) 12 City of Detroit - Law Department 13 2 Woodward Avenue 14 Suite 500 15 Detroit, Michigan 48226 16 313-237-3088 17 18 Reported By: Amy Bertin, CER-3871 19 Certified Electronic Reporter 20 586-468-2411 21 22 23 24 25</p>	<p>1 Zoom Deposition 2 Thursday, August 4, 2022 3 11:04 a.m. 4 5 BELINDA BROWN 6 7 was thereupon called as a witness herein, and after 8 having first been duly sworn to tell the truth, the 9 whole truth and nothing but the truth, was examined 10 and testified as follows: 11 12 EXAMINATION 13 14 BY MS. BROOKS: 15 16 Q Ms. Brown, my name is Rejanae Brooks. I'm 17 appearing today on behalf of the plaintiff. 18 19 If I ask you something you don't understand 20 what I said or, you know, also I'm in Michigan as 21 well and my internet is just not good so if you 22 can't hear me, please let me know, I'll repeat the 23 question. Okay? 24 A No problem. Yes. 25 Q Could you please state your name for the record,</p>
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<p>1 TABLE OF CONTENTS 2 3 WITNESS PAGE 4 5 BELINDA BROWN 6 7 Examination by Ms. Brooks 4 8 9 10 11 12 13 EXHIBITS: Exhibits Attached to Transcript) IDENTIFIED 14 15 Exhibit 1 Offer Letter 27 16 Exhibit 2 February 24th, '17 email 30 17 Exhibit 3 Regret Letter 32 18 Exhibit 4 Text Message 1 34 19 Exhibit 5 Text Message 2 36 20 Exhibit 6 Personnel file. 40 21 22 23 24 25</p>	<p>1 please? 2 A Belinda Brown. 3 Q And are you currently employed? 4 A Yes. 5 Q Where are you currently employed? 6 A The City of Detroit. 7 Q What is your role? 8 A I am a recruiter. 9 Q How long have you been a recruiter? 10 A Since October 10, 2016. 11 Q And what do you do in that position? 12 A I have a number of departments that I recruit for. 13 So if the department states that they are looking 14 to fill any of their vacancies, I will post them on 15 our City's website. 16 Q You said on the City website? 17 A Yes. On the City of Detroit website. 18 Q Do you do anything other than post the vacancies on 19 the website? 20 A I go out and look for talent based on what the 21 department is seeking, what position they're 22 looking for to fill. 23 Q Where would you go out to look for talent? 24 A At the community college. Depending on what title 25 it is, I'll go to the schools, the high schools,</p>
Page 3	Page 5

<p>1 community out reach that's out there. I'll go on 2 Indeed, LinkedIn, any type of organizations. 3 Q So you said you started at the City of Detroit in 4 October of 2016? 5 A Correct. 6 Q Did you have any job before then? 7 A Yes. 8 Q Where were you employed? 9 A I was employed at Whelan Security as an HR manager. 10 Q And how long were you there? 11 A For one year. 12 Q What is Whelan Security? 13 A It's a contract security company. 14 Q And you said you were HR there; correct? 15 A HR manager. 16 Q So what was some of your duties as HR manager? 17 A As a human resources generalist, I did everything 18 from the hiring to the recruitment piece, to the 19 onboarding, benefits, employee relations, the whole 20 realm of HR. 21 Q What's your highest level of education? 22 A A bachelor's degree. 23 Q In what? 24 A Business administration, major human resources. 25 Q When did you obtain that?</p> <p style="text-align: right;">Page 6</p>	<p>1 generalist, is that interchangeable, like the 2 recruiter and HR generalist? 3 A With the City of Detroit I am a recruiter. But 4 when I worked at Whelan, I was HR manager it's like 5 the realm of it is like a generalist. So I did the 6 A through Z of human resources compared to with the 7 City of Detroit I'm just a recruiter. 8 Q So what I'm hearing and you can correct me if I'm 9 wrong is for the City of Detroit you just strictly 10 do recruiting. So that's going out and trying to 11 fill vacancies? 12 A Correct. Yes. 13 Q So do you have any say in the hiring and firing of 14 employees for the City of Detroit? 15 A The hiring along with the department is what I do. 16 Q Could you explain -- yeah. Let me just, what 17 exactly are you involved in in the hiring? 18 A I meet with the department, they let me know what 19 their vacancy is and I will post that vacancy 20 title. Whatever that position is, I will post it. 21 Once the position comes down, the posting comes 22 down, it closes, then me and the department will 23 set up an interview or if a test is required 24 they'll take a test. Those pass the test will, me 25 and the department will set up interviews. Once</p> <p style="text-align: right;">Page 8</p>
<p>1 A 2006. 2 Q And where did you get that degree? 3 A Sienna Heights University. 4 Q I'm sorry. Sienna or did you say Sienna? 5 A Sienna Heights University in Adrian, Michigan. 6 Q Perfect. 7 8 In your current position as a recruiter for 9 the City of Detroit, do you have to take any 10 trainings or get any certificates? 11 A Repeat the question, please. 12 Q In your current position for the City of Detroit as 13 the recruiter, do you have to get any, do you do 14 any trainings or receive any certificates? 15 A I have received training and certificates. 16 Q What kind of trainings? 17 A Any type of human resources training. But since 18 I've been employed with the City of Detroit I 19 received a certificate of, certification in human 20 resources generalist with our talent development 21 division. 22 Q So no yearly, like you don't have to do anything 23 yearly to keep your position? 24 A No. 25 Q As the recruiter, I know you keep saying HR</p> <p style="text-align: right;">Page 7</p>	<p>1 the person meets all the qualifications for the 2 interview they are placed on the eligibility list 3 and then we hire. 4 Q And is that decision to hire up to you or someone 5 else? 6 A Based on the scoring of the eligibility list, it's 7 based on who's next in line to be hired. 8 Q And so did you have -- what did you do to prepare 9 for today's deposition? 10 A I met with my attorney. 11 Q Did you review any documents? 12 A Yes. 13 Q Did you help produce any documents for this matter? 14 A I want to say, yes. Yes. 15 Q Is that typical that you would help produce the 16 documents? 17 A This is my first time in doing a deposition or 18 being -- 19 Q This is your first time doing, taking a deposition? 20 A With the City of Detroit in this matter with the 21 gentleman that we're speaking of. 22 Q So this is also your first time helping produce 23 documents in this particular matter? 24 A Correct. 25 Q I want to talk a little bit about some of the</p> <p style="text-align: right;">Page 9</p>

<p>1 things at the City of Detroit, in particular the 2 procedures. 3 4 So are you aware of like any retention 5 policies for personnel files? 6 A No. 7 Q So is it common to put out a vacancy for -- well, 8 scratch that. 9 10 Is it typical that the City of Detroit would 11 try to go and rehire individuals? 12 A It's typical for the City of Detroit to rehire if 13 the individual apply online and they meet all the 14 qualifications, we move forward with the hiring. 15 Q Has there ever been an instance where the City of 16 Detroit was seeking to rehire with, that was the 17 targeted individual, people who had previously 18 worked for the City of Detroit? 19 A No. 20 Q Could you explain the process of what it looks like 21 when someone is applying for rehire. What does 22 that look like? 23 A So someone that is applying for a position -- this 24 is the question you're asking. Someone that is 25 applying for the position and they just happen to</p> <p style="text-align: right;">Page 10</p>	<p>1 and eight people pass that interview, the eight 2 that passed are now placed on the eligibility list. 3 And everything at this point -- 4 Q I'm sorry. I didn't mean to cut you off. And you 5 said, and everything is what? 6 A Ranked. 7 Q Ranked based on what? 8 A Their scores. 9 Q So is it safe to say that whoever got the highest 10 score is like the first in line? 11 A Yes. 12 Q So is there anything special that takes place when 13 an application has -- I'm sorry, when somebody who 14 has already worked for the City of Detroit applies? 15 It's all, is it just like standard, straight across 16 the board? 17 A Yes. But there are a number of tiers. There are 18 some positions that requires a computerized based 19 test and there are some positions that doesn't. So 20 if it requires a computerized test or a physical 21 agility test, the computerized test, we go this 22 way, the process is this way. If it's a physical 23 agility test, the process is this way. Or if it's 24 just a straight interview, the process is this way. 25 Q So would you look at a personnel file of someone</p> <p style="text-align: right;">Page 12</p>
<p>1 be a rehire or are you speaking we're targeting 2 someone and we want that person to come be rehired 3 back? 4 Q Have you ever targeted someone to come back? 5 A No. 6 Q So my question is just a little bit more general. 7 Someone submits an application, they are, I guess, 8 applying for -- I don't even know how to phrase 9 this. They used to be employed by the City of 10 Detroit, they are now reapplying, what happens on 11 your end? 12 A They would apply online, the application, fill out 13 the application. If the position requires a test, 14 they will take the test. If they pass the test, 15 the next step would be the interview. And if they 16 pass the interview then they will be placed on an 17 eligibility list. And then based on their ranking, 18 if they are next in line then they will be hired. 19 If not, they stay on the eligibility list for 20 ninety days. 21 Q What do you mean by next in line? 22 A Is a ranking. 23 Q A ranking amongst all of the people who apply? 24 A All of the people that passed. So those that pass 25 the interview, let's say we interview ten people</p> <p style="text-align: right;">Page 11</p>	<p>1 who previously worked for the City of Detroit in 2 consideration of the application? 3 A Please repeat the question. 4 Q Would you look at the personnel file of a person 5 who had previously worked for the City of Detroit 6 in consideration for the application? 7 A If they are marked as non rehireable we wouldn't be 8 able to move forward with hiring that individual. 9 Q How would you know they were marked non rehireable? 10 A Based on our -- based on the personnel file and 11 based on our payroll system. 12 Q So when would you look at the personnel file? 13 A Once they have completed the whole process. 14 Q So they have passed the -- well, if there is 15 required for a test, they have already passed all 16 the tests and the physical test, now you're looking 17 at the personnel file? 18 A Correct. 19 Q And could you explain to me some circumstances on 20 when someone would be non rehireable? 21 A If a department sees that an individual used to 22 work for the City, then I will be notified. And 23 then at that point a research will be done where 24 I'll pull the personnel file to see what the status 25 is.</p> <p style="text-align: right;">Page 13</p>

4 (Pages 10 - 13)

<p>1 Q I'm not sure you understood my question. 2 3 I'm asking for some examples of what makes 4 someone non rehireable. 5 A Because that's on our employee services side, 6 because now the individual is now working and being 7 employed with the City, employee services is 8 another division, they would know all of that. I 9 would not know that. All I would see is what is in 10 the system or what was marked. So I wouldn't be 11 able to answer that. 12 Q That's fair. 13 14 Do you know someone currently in the employee 15 services division? 16 A They have probably fifteen employees. They have a 17 number. 18 Q Is there like a head person in that department? 19 A It is. 20 Q Who is that? 21 A Raquiba Dismuke. 22 Q Could you spell that? 23 A Yes. R-A-Q-U-I-B-A. And her last name is D-I-S-M- 24 U-K-E. 25 Q I'm sorry, you cut out. Could you spell the last Page 14</p>	<p>1 A During our physical agility test with EMS division. 2 Q And that was your first time speaking to him during 3 the physical agility test? 4 A Correct. 5 Q So when he submitted an application, were you 6 notified of the application? 7 A Yes. 8 Q After receiving his application, what happened? 9 A So a posting is posted, individuals apply online. 10 Him and along with other applicants, I send them a 11 notification to attend the next physical agility 12 test with the EMS division on this particular day, 13 at this particular time. Those that show up, we 14 start the physical agility test. They get 15 introduced to what's going to happen next, they go 16 out to the bay to see what the physical agility 17 test entails and then they take the test. 18 Q So the notification to attend the physical agility 19 test, is that considered an offer of employment, 20 was that a conditional offer or is that just, what 21 is that? 22 A So for the EMS division, they were seeking to hire 23 EMTs, emergency medical technician and paramedics. 24 So in order for them to, in order for the division 25 to hire, to get ready to start the process we have Page 16</p>
<p>1 name one more time, please? 2 A D-I-S-M-U-K-E. 3 Q Perfect. Thank you. 4 5 And so she would be the person to talk to if I 6 wanted to know about what makes someone non 7 hireable? 8 A Correct. 9 Q I know that you already said that you are not 10 familiar with the retention policy of documents for 11 the City of Detroit; correct? 12 A Correct. 13 Q As far as personnel files go? 14 A Correct. 15 Q Do you know who would know about that? 16 A Our chief of policy and planning. 17 Q Chief of policy and planning. 18 A Her name is Kimberly Hall Wagner. 19 Q And you said chief of policy and planning? 20 A Correct. 21 Q Well, I don't like to waste a lot of time so I want 22 to get straight to it. 23 24 Can you recall the first time speaking to Mr. 25 Richard Cadoura? Page 15</p>	<p>1 to make sure that they are able to do the physical 2 piece of being an EMT or a paramedic. 3 4 So that is just them come in to do the 5 physical portion of it. So, in other words, in the 6 beginning when I mentioned we have individuals come 7 in and take the computerized based test and that's 8 the process that way or they come in and do an 9 interview and that's a process this way. With EMS 10 their process begins with the physical agility 11 test. 12 Q So once an individual passes the physical agility 13 test then what's next after that? 14 A An oral interview. 15 Q And who is the oral interview with? 16 A It's a human resources recruiter along with a 17 member of the EMS division, one of their captains 18 or one of their lieutenants. 19 Q And this is when we get in the ranking system? 20 After this, if they pass that interview then 21 they're ranked? 22 A On the eligibility list, yes. 23 Q So did Mr. Cadoura pass the physical agility test? 24 A Yes. 25 Q And was he invited to an oral interview? Page 17</p>

1 A Yes.
2 Q Do you recall who his oral interview was with?
3 A Yes. Me and Captain Walinsky.
4 Q Walinsky. Can you spell that?
5 A W-A-L-I-N-S-K-Y.
6 Q And did he pass this oral interview?
7 A Yes.
8 Q And so he was placed on the eligibility list?
9 A Yes.
10 Q And ranked?
11 A Yes.
12 Q So was he ever offered employment after he was
13 ranked?
14 A Yes.
15 Q So once he was offered employment, then what
16 happened?
17 A I send, along with him and some other individuals
18 that passed, I send the department, the division,
19 the EMS division a list of names on who will be
20 moving forward in the hiring process so they can do
21 their steps. I don't know what their steps is but
22 just giving them the names of, these are the next
23 group of EMTs or paramedics that will be hired and
24 I just give it to the division.
25 Q Do you recall the other applicants who were moving
Page 18

1 forward with Mr. Cadoura?
2 A No, I cannot.
3 Q And you said that you give the list of the people
4 who are moving forward to the EMS department?
5 A Correct.
6 Q Who was in charge of that, who received that list?
7 A I cannot recall who the individuals are but it
8 would be -- I cannot recall.
9 Q Is it always the same position like the chief of
10 EMS or who typically receives that list?
11 A I cannot recall.
12 Q Let me ask you this. Is it a similar setup today
13 as, you know, people go through, they do the oral
14 interview, they are placed on an eligibility list
15 and ranked? Do you still send the list of names to
16 the department that they're being hired into?
17 A No. Because we have changed the process now as a
18 whole, within the whole entire fire department.
19 Q So what happens now?
20 A We are hiring fire fighters and they are doing dual
21 roles. So they come in as a fire fighter and
22 they'll do a twenty week academy. And at the end
23 of the academy they are now EMTs. So when they get
24 out and do their roles after completing the academy
25 they are now fire fighter/EMTs.
Page 19

1 Q So taking you back to when you sent the list of Mr.
2 Cadoura and the other applicants to the EMS
3 department, do you recall anyone saying anything to
4 you about the list?
5 A Yes.
6 Q What do you recall?
7 A One of the -- the chief mentioned that he was non
8 rehireable.
9 Q Is this Mr. Walinsky?
10 A No. He is the captain.
11 Q Who was the chief at the time?
12 A Sean Larkins. S-E-A-N, Larkins, L-A-R-K-I-N-S.
13 Q And he was chief of EMS?
14 A He is chief of EMS.
15 Q Oh. He is. And Mr. Walinsky is the captain of
16 the --
17 A Within EMS.
18 Q And I might have cut you off to figure out who this
19 person was. What did Mr. Larkins say to you after
20 you sent the list?
21 A He stated that he was non rehireable.
22 Q Did he tell you why?
23 A No.
24 Q Did you ask why?
25 A No.
Page 20

1 Q So once you learned that he was non rehireable then
2 what happened?
3 A I pulled his personnel file.
4 Q For what purpose?
5 A To see why he is non rehireable.
6 Q Did you figure it out?
7 A It is listed in the personnel file.
8 Q Do you recall what it said?
9 A No. Not as of today.
10 Q Did you discuss the fact that Mr. Cadoura was non
11 rehireable with anyone after you learned that?
12 A I brought it back up to Chief Larkins by letting
13 him know I see.
14 Q And was that the end of the discussion?
15 A No. I had to put a letter together to let Mr.
16 Cadoura know that he was not able to move forward
17 in the hiring process.
18 Q And did you tell him why?
19 A No.
20 Q Did he ask you?
21 A I never had a verbal conversation with him. It was
22 communicated via email.
23 Q You never had a verbal conversation with him
24 throughout the process or after you learned he was
25 non rehireable?
Page 21

<p>1 A Throughout the whole entire process. 2 Q What do you consider a verbal communication? 3 A Me actually talking to an individual. 4 Q In person or on the phone? 5 A In person or on the phone. 6 Q How did you communicate with Mr. Cadoura? 7 A Via email. 8 Q Solely email? 9 A Solely email. 10 Q So did Mr. Cadoura respond to your email after you 11 informed him that he was no longer considered? 12 A I don't recall. 13 Q Are you aware of any of Mr. Cadoura's past -- 14 scratch that. 15 16 After you learned that he was -- actually, 17 scratch that. 18 19 When he applied, could you see that he was a 20 rehire? 21 A No. 22 Q So you had no knowledge of that until Mr. Larkins 23 informed you? 24 A Correct. 25 Q And in the personnel file was, was there anything</p> <p style="text-align: right;">Page 22</p>	<p>1 knew before I bring anything up. But mainly the 2 question was, were there writeups in there as well. 3 I just wanted to know your knowledge because you 4 said you were hired in 2016; right? 5 A That's correct. 6 Q He was there, his previously employment was before 7 you started. I wanted to know what you knew about 8 his previous employment. 9 A Even though I was hired in October 2016, I didn't 10 go over to the fire department until July 2017. 11 Q So do you know anything about any other lawsuits 12 that Mr. Cadoura is involved in? 13 A No. 14 Q To this day you do not? 15 A I received an email maybe the beginning of this 16 year in regards to this whole process that we're 17 going through right now. And that's when I 18 received knowledge. 19 Q So what were you told about those? 20 21 MR. MCFARLANE: I'm going to object as 22 privileged. 23 24 MS. BROOKS: I'm almost certain that -- so 25 that's just for the record. I'm pretty sure she</p> <p style="text-align: right;">Page 24</p>
<p>1 speaking to his previous employment? 2 A So in his personnel file, during the time that he 3 worked for the City to the last day of work and the 4 reason why he was non rehireable is listed. 5 Q Did you see anything regarding disciplinary issues 6 in his personnel file? 7 A It is on that one sheet that states the reason that 8 he is non rehireable. 9 Q So the reason is the only thing that spoke to 10 discipline? I guess my question is like, did you 11 see write-ups or anything like that in the file? 12 A No. 13 Q I should have done this earlier. Are you alone in 14 the room? 15 A I am. 16 Q And is there anything in front of you? 17 A The TV. 18 Q So you said that the only thing that spoke to 19 discipline was the reason why he was non 20 rehireable? 21 A So just asking, do you have the sheet that states 22 his last day? Because all that is on there, the 23 date, the last day that he worked and the reason 24 why he is not recommended to return back to work. 25 Q I do. I do have it. I just wanted to see what you</p> <p style="text-align: right;">Page 23</p>	<p>1 can still answer if she knows; right? 2 3 MR. MCFARLANE: No. She's not answering that. 4 It's a communication with an attorney, she's 5 absolutely not answering. 6 7 MS. BROOKS: So let me rephrase it. 8 9 BY MS. BROOKS: 10 11 Q What did you learn about the other lawsuits? 12 A I have no knowledge of any lawsuits. 13 Q I'm talking about when you said that you were 14 informed about them at the beginning of the year. 15 16 MR. MCFARLANE: That mischaracterizes her 17 testimony. 18 19 MS. BROOKS: Ms. Bertin, is that how you 20 pronounce it? Could you please reread, I want to 21 say when I asked what she knew about it? 22 23 (Whereupon the question and answer were played 24 back by the court reporter.) 25</p> <p style="text-align: right;">Page 25</p>

<p>1 BY MS. BROOKS: 2 3 Q So my question is, what did you learn about it? 4 You said you received knowledge at the beginning of 5 the year. What did you learn? 6 A That I was involved in what we're doing right now. 7 Q And did you know what your involvement was? 8 A No. 9 Q Do you know now? 10 A That I hired him and was in the process of hiring 11 him and he wasn't hired because of a previous 12 lawsuit. 13 Q I want to pull up some documents, please forgive me 14 it might be slow. I usually have multiple screens. 15 16 Can you see my screen, Ms. Brown? 17 A Yes. 18 Q Are you able to read it or do I need to zoom? 19 A No. I can read it. 20 Q Do you know what this is? 21 A This is an offer letter. 22 Q And does it look like the offer letter that Mr. 23 Cadoura received? 24 A Yes. 25 Q And it says, you know, sincerely Belinda Brown. Page 26</p>	<p>1 screen? 2 A Yes. 3 Q Are you able to read it or do I need to zoom? 4 A No. I am able to read it. 5 Q So this is an email from Sean Larkins who you have 6 informed me is the chief of EMS. 7 A Correct. 8 Q And this is to -- who is this to? 9 A Kemia Crossson. She is the employee services 10 consultant. 11 Q And who is Zack Sydney or Sydney Zack? 12 A So Sydney Zack used to be the deputy commissioner, 13 the second deputy commissioner. 14 Q Okay. 15 A Within the fire department. 16 Q So Mr. Larkins tells Kemia that she will be 17 receiving an application for rehire from a Richard 18 Cadoura. Please pull his file and speak to the 19 department prior to making any decisions. Are you 20 aware of this email? 21 A No, I am not. 22 Q Is it common for Mr. Larkins to know that he's 23 going to receive -- 24 25 MR. MCFARLANE: I'm going to object. It calls Page 28</p>
<p>1 Did you personally send this to him? 2 A Yes. 3 Q And it says that this offer is contingent upon your 4 successful completion of a criminal background 5 investigation, driver's license, drug screening, 6 and pre employment medical evaluation. Is it safe 7 for me to say that this occurred after the physical 8 agility test and the oral interview"? 9 A Yes. 10 Q Do you recall if Mr. Cadoura -- I know it says you 11 may accept or decline this offer by responding to 12 this email by the expiration date of Friday, 13 December 22nd, 2017. Do you recall if he accepted 14 or declined? 15 A He did accept. 16 17 MS. BROOKS: I'm going to mark that exhibit as 18 Plaintiff's Exhibit 1, offer letter. 19 20 (Document marked for identification as 21 Plaintiff's Deposition Exhibit Number 1.) 22 23 BY MS. BROOKS: 24 25 Q Share my screen again. Ms. Brown, can you see my Page 27</p>	<p>1 for speculation. 2 3 MS. BROOKS: Okay. 4 5 MS. BROOKS: 6 7 Q You can answer. 8 A I don't know. 9 Q How would he know he was receiving an application 10 from -- 11 12 MR. MCFARLANE: Objection. Calls for 13 speculation. 14 15 BY MS. BROOKS: 16 17 Q If you know, you can answer. 18 A I don't know. 19 Q But he's not involved in the -- he's not involved in 20 the application intake process, is he? 21 A No. Not the application intake process. 22 Q And is it common to pull someone's file prior to 23 making any decisions? 24 A Repeat your question. 25 Page 29</p>

<p>1 MR. MCFARLANE: Objection. Vague. 2 3 BY MS. BROOKS: 4 5 Q Is it common to pull an applicant's file prior to 6 making any decisions of hiring? 7 A No. 8 9 MS. BROOKS: I'm going to mark this as 10 Plaintiff's Exhibit 2, a February 24th, email. 11 12 (Document marked for identification as 13 Plaintiff's Exhibit Number 2.) 14 15 THE WITNESS: Can you repeat that last question 16 again? I apologize. 17 18 MS. BROOKS: I don't want to misstate it. I 19 don't remember how I worded it, so Ms. Bertin could 20 you read that back, please? 21 22 (Whereupon the question was read back by the 23 court reporter.) 24 25 THE WITNESS: So prior to hiring?</p> <p style="text-align: right;">Page 30</p>	<p>1 Q Were you directed to send this email? 2 A After -- yes. 3 Q Who directed you to send this email? 4 A I don't recall. 5 6 MS. BROOKS: I'm going to mark this as 7 Plaintiff's Exhibit 3, regret letter. 8 9 (Document marked for identification as 10 Plaintiff's Deposition Exhibit Number 3.) 11 12 BY MS. BROOKS: 13 14 Q Can you see my screen? 15 A Yes. 16 Q Do you recognize this? 17 A It looks like a text message. 18 Q So this first text message is from December 22nd of 19 2017. And it says, "Good evening, Ms. Brown. Sorry 20 for the inconvenience but I just wanted to check to 21 make sure you received my email earlier today. By 22 the way, this is Richard Cadoura." 23 24 Do you recall receiving this text? 25 A As of today, no. But I see it was a text submitted.</p> <p style="text-align: right;">Page 32</p>
<p>1 2 BY MS. BROOKS: 3 4 Q Correct. 5 A Once we determine that a person was a previous 6 employee, it is not common to pull a person's 7 personnel file, a previous employee personnel file. 8 Q Okay. 9 A To see if they are rehireable. 10 Q Can you see my screen, Ms. Brown? 11 A Yes. 12 Q And I know this one looks a little bit different. 13 Are you able to read it or do I need to zoom? 14 A I'm able to read it. 15 Q Okay. And this is -- do you know what this it? 16 A Yes. 17 Q What is it? 18 A It's letting him know that we regret to inform that 19 he's no longer considered for employment with the 20 City of Detroit EMS division. 21 Q And did you send him this? 22 A Yes. 23 Q Were you directed to send this email? I think it 24 was an email. Was it an email or a letter? 25 A It's an email.</p> <p style="text-align: right;">Page 31</p>	<p>1 Q And it does say -- can you see my mouse? 2 A I do. 3 Q So right here it says, Ms. Brown, Detroit HR. 4 A Yes. 5 Q Is it safe to say that this is you? 6 7 MR. MCFARLANE: Objection. Calls for 8 speculation. 9 10 MS. BROOKS: You can answer, if you know. 11 12 MR. MCFARLANE: This isn't her phone. How 13 would she know who that is? 14 15 BY MS. BROOKS: 16 17 Q Right. If you know. 18 A I don't know. 19 Q Well, it says here, "I did. Thanks. Merry 20 Christmas to you and your family." 21 22 Do you recall sending that text? 23 A No. I do not recall. 24 Q Well, down here where it says January 8th, 2018. 25 "Good afternoon, Ms. Brown. This is Richard Cadoura</p> <p style="text-align: right;">Page 33</p>


1 and my physical and drug screen are complete."
 2
 3 Do you recall receiving that?
 4 A I don't.
 5 Q Was Mr. Cadoura in contact with you about his
 6 physical and drug screen?
 7 A I don't recall.
 8 Q Do you remember if he was in contact with anyone
 9 else during his process of onboarding?
 10 A I cannot -- I don't recall.
 11 Q Do you know if you were the main point of contact?
 12 A I had an assistant who is no longer here.
 13 Q Who was your assistant at the time?
 14 A Cheremy (ph) Matthews. But I cannot say if she was
 15 here at that time. I mean, it was so long ago. I
 16 can't say if she was actually, you know, what --
 17 Q You're not aware of what dates she was employed?
 18 A No.
 19
 20 MS. BROOKS: I'm going to mark the last exhibit
 21 as Plaintiff's Exhibit 4, text message 1.
 22
 23 (Document marked for identification as
 24 Plaintiff's Deposition Exhibit Number 4.)
 25

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1 1 BY MS. BROOKS:
 2 2
 3 3 Q I'm going to share my screen. Can you see my
 4 4 screen?
 5 5 A Yes, I can.
 6 6 Q So this appears to be to the same person; correct?
 7 7 Right here. As the last text message.
 8 8 A Yes.
 9 9 Q So this text message, January 9th, 2018 says, "Good
 10 10 afternoon. You are all set. You can put in your
 11 11 two weeks notice. The academy starts on Monday,
 12 12 nd
 13 13 January 22 . Someone will contact you and tell you
 14 14 the next step."
 15 15 Do you see that?
 16 16 A I do.
 17 17 Q Do you recall sending that?
 18 18 A I do not.
 19 19 Q It says, "This is a great day. Thank you so much
 20 20 for everything."
 21 21
 22 22 And on January 12th, 2018 the text message
 23 23 says, "This is Belinda Brown, HR recruiter for the
 24 24 City of Detroit. Please give me a call when you are
 25 25 available."
 Page 35

1 Do you recall sending that?
 2 A I do not.
 3
 4 MS. BROOKS: I'm going to mark this as
 5 plaintiff's Exhibit 5, text message 2.
 6
 7 (Document marked for identification as
 8 Plaintiff's Deposition Exhibit Number 5.)
 9
 10 BY MS. BROOKS:
 11
 12 Q Ms. Brown?
 13 A Yes.
 14 Q Prior to receiving Mr. Cadoura's application, were
 15 you aware of who he was?
 16 A No.
 17
 18 MS. BROOKS: Can we take like five minutes?
 19 You okay with that?
 20
 21 MR. MCFARLANE: Yes.
 22
 23 (Brief pause.)
 24
 25 BY MS. BROOKS:
 Page 36

1
 2 Q Ms. Brown, you said that you pulled Mr. Cadoura's
 3 personnel file; correct?
 4 A Correct.
 5 Q Are you able to see my screen?
 6 A Yes.
 7 Q Does this look like what you saw when you pulled his
 8 personnel file?
 9 A Yes.
 10 Q And this says it's a notice of resignation
 11 evaluation, recommendation for reinstatement. Is
 12 this the only thing that was in the personnel file?
 13 A That's the only thing I received from the personnel
 14 file.
 15 Q And I want to scroll down here where it says, "If
 16 reinstatement is not recommended, state the reason."
 17 And it says, "Pending discipline, poor work
 18 behavior."
 19
 20 Is that what you read as well?
 21 A Yes.
 22 Q Do you know what the pending discipline was?
 23 A No.
 24 Q Did you ever ask to find out?
 25 A No.
 Page 37

<p>1 Q Do you know who knows what the pending discipline 2 is? 3 A I don't know. 4 Q Do you know what the poor work behavior was? 5 A I do not. 6 Q Do you know who knows? 7 A I do not. 8 Q So right here it says, "Reinstatement is governed by 9 Human Resources Rule 15." I'm going to stop right 10 there. Is there like a pamphlet of the Human 11 Resources Rules? 12 A Yes. 13 Q It says, "To be eligible for reinstatement the 14 applicant must have at least one year of prior 15 service and resigned in good standing. Applications 16 for reinstatement will be accepted for a period of 17 between three months and twenty-four months 18 following the last day on the active payroll." 19 20 Okay. It says, good standing. What's the 21 definition of good standing because I'm not -- yeah. 22 What's the definition of good standing? 23 A Because I am a recruiter and not employee services, 24 I could not tell you what their definition would be 25 in regards to good standing.</p> <p style="text-align: right;">Page 38</p>	<p>1 (Document marked for identification as 2 Plaintiff's Deposition Exhibit Number 6.) 3 4 MS. BROOKS: And I believe that that is it for 5 me. 6 7 Do you have any? I'm not sure if you want to 8 go. 9 10 MR. MCFARLANE: I have no questions. 11 12 MS. BROOKS: All right, Ms. Brown. Well, I 13 really appreciate your time. 14 15 (Deposition concluded at 12:15 p.m.) 16 17 --- 18 19 20 21 22 23 24 25</p> <p style="text-align: right;">Page 40</p>
<p>1 Q Would Raquiba be able to speak to that? 2 A Yes. And Kemia Crosson because she is the employee 3 services consultant for the fire department. 4 Q I want to make sure I have this distinction. So 5 Raquiba is the, she's just the head of employee 6 services? 7 A Well, she's the manager. 8 Q For multiple units? 9 A Within employee services. 10 Q And so Kemia is specifically over the fire 11 department? 12 A Correct. 13 Q So are you aware what the Human Resources Rule 15 14 is? 15 A Not offhand. I don't know it. I can't memorize it. 16 I don't know. 17 Q As far as eligibility for reinstatement, do you know 18 what exactly is needed? 19 A No. Because that's employee services. 20 Q So I would need to talk to Kemia? 21 A Correct. 22 23 MS. BROOKS: I'm going to mark this as, I 24 believe, Plaintiff's Exhibit 6, personnel file. 25</p> <p style="text-align: right;">Page 39</p>	<p>1 CERTIFICATE OF NOTARY 2 3 STATE OF MICHIGAN) 4) 5 COUNTY OF OAKLAND) 6 7 I certify that this transcript, consisting 8 of 41 pages, is a complete, true, and correct record of 9 the testimony of BELINDA BROWN, held in this case on 10 Thursday, August 4th, 2022. 11 I also certify that prior to taking this 12 deposition, BELINDA BROWN, was duly sworn to tell the 13 truth. 14 I also certify that I am not a relative or 15 employee of or an attorney for a party; or financially 16 interested in the action. 17 August 10, 2022  18 19 Amy Bertin, CER-3871 20 Notary Public 21 Oakland County, Michigan 22 My Commission Expires: 08-12-24 23 24 signature not requested 25</p> <p style="text-align: right;">Page 41</p>

11 (Pages 38 - 41)

EXHIBIT H

From: [Sean Larkins](#)
To: [Kemia Crosson](#)
Cc: [Zack, Sydney](#)
Subject: Employee Rehire
Date: Friday, February 24, 2017 3:41:05 PM

Kemia,

You will be receiving an application for rehire from a Richard Cadoura. Please pull his file and speak to the Department prior to making any decisions.

Thank you.

Chief Sean W. Larkins, Superintendent of EMS
City of Detroit Fire Department
1301 Third Street, Suite 603
Detroit, Michigan 48226
Office: (313) 596-5182
Cell: (313) 300-1355

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EXHIBIT 6E

Reply in Support of Summary Judgment

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

RICHARD CADOURA,

Plaintiff,

v.

Case No. 20-cv-12986

Hon. Gershwin A. Drain

Magistrate Judge Anthony P. Patti

THE CITY OF DETROIT,

Defendant.

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**DEFENDANT'S REPLY TO PLAINTIFF'S RESPONSE TO DEFENDANT'S MOTION FOR
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ARGUMENT

I. Plaintiff Has Failed to State a Claim Under TITLE VII or ELCRA.

a. Plaintiff cannot establish that his protected activity was known to decision makers.

In response to Defendant's argument that Plaintiff has not established that the decisionmakers knew about his alleged protected activity, Plaintiff cites to testimony by Jerald James that he knew about Plaintiff's prior lawsuit.

Jerald James has not worked for the City of Detroit since September 2016 when he worked as a Paramedic Shift Supervisor. **Exhibit F to Plaintiff's Response Dkt. #37, Page 7.** He has not been a Chief for the City of Detroit since 2014. **Exhibit F to Plaintiff's Response Dkt. #37, Page 9.** Jerald James was not involved in the decision to not rehire Plaintiff, he was not even employed by the City of Detroit at the time.

Further, Mr. Barney's testimony regarding disciplinary issues that occurred prior to 2013 is not evidence that Plaintiff was discriminated against when he attempted to be rehired in 2017. First, these alleged disciplinary issues are time barred and also likely barred by the bankruptcy court. Second, if they show anything, it is that the alleged disciplinary issues were widespread, not targeted at Plaintiff.

Next, Plaintiff relies on what he calls a deviation from the normal hiring process. Specifically, Plaintiff alleges that Chief Larkins deviated from the normal hiring process by pulling the Plaintiff's file. Chief Larkins did not pull Plaintiff's file. Chief Larkins asked for his

file to be pulled. Further, as indicated in Defendant's Motion for Summary, Chief Larkins asked if Plaintiff and another employee Nicholas Collingsworth were do not rehires. A review of their files indicated that they were. **Defendant's Motion for Summary Exhibit 14**. Neither Plaintiff nor Mr. Collingsworth were rehired.

Finally, the alleged deviation from the "normal process" does not imply knowledge of Plaintiff's prior lawsuit/complaints. Plaintiff has not presented any evidence that Chief Larkins, Kemia Crosson, or Belinda Brown knew about Plaintiff's prior lawsuit. As indicated in Defendant's Motion for Summary, the reason for not hiring Plaintiff was the recommendation in the personnel file.

As indicated in Defendant's Motion for Summary, neither Belinda Brown nor Kemia Crosson worked for the City of Detroit during the pendency of the prior lawsuit. Nor is there any evidence that Ms. Crosson or Ms. Brown knew about the prior lawsuit. Ms. Brown's testimony that she did not have knowledge of Plaintiff's prior lawsuit is uncontested. While Mr. Larkins was not deposed, he has testified via the attached affidavit that he had no knowledge of Plaintiff's prior lawsuits. **Exhibit 1**.

Plaintiff's assertion that Chief Larkins had knowledge of the lawsuit simply because he requested the files be pulled and that he worked for the City during the prior lawsuit is unsupported by the record.

Further, the Courts have held that the relevant decision maker must have known of Plaintiff's protected activity. *Mulhall v. Ashcroft*, 287 F.3d 543, 548 (6th Circ. 2002). Plaintiff's

argument regarding Larkins, Crosson, or Brown's possible knowledge of the prior lawsuit or protected activity is simply based on "conspiratorial theories, flights of fancy, speculations, hunches, intuitions rather than evidence. Therefore, Plaintiff's argument is insufficient to raise a genuine issue of material fact as to their knowledge of the alleged protected activity. See *Jones v. City of Franklin*, 677 F. App'x 279, 282 (6th Cir. 2017) ("[C]onclusory allegations, speculation, and unsubstantiated assertions are not evidence, and are not sufficient to defeat a well-supported motion for summary judgment." (citing *Lujan v. Nat'l Wildlife Fed'n*, 497 U.S. 871, 888, 110 S.Ct. 3177, 111 L.Ed.2d 695 (1990))).

b. Plaintiff cannot establish a causal connection between his protected activity and Defendant's decision not to rehire him.

Plaintiff cannot establish a causal connection between the protected activity and the decision not to rehire Plaintiff. A causal connections established when a plaintiff proffers "evidence sufficient to raise the inference that her protected activity was the likely reason for the adverse action." *Upshaw v. Ford Motor Co.*, 576 F.3d 576, 588 (6th Cir. 2009).

Plaintiff's argument regarding causal connection is again nothing more than speculation. Further, they ignore the record that was presented by Defendant's Motion for Summary.

First, Brown telling Plaintiff he would be hired and could resign from his employment is not evidence of retaliation. Assuming this to be an accurate statement, nothing about that statement lends any credence to a causal connection argument.

Second, Chief Larkins requesting a file to be pulled is not indicative of a causal connection between any alleged protected activity from 2009.

Third, Plaintiff raised a question about Brian Moore allegedly being rehired after being placed on a do not rehire list. There are no records of whether Brian Moore was a do not rehire, the circumstances of his alleged rehire, or those involved in the alleged rehire. Even assuming there were, this is not evidence of causation. Further, this ignores the record that not only was Plaintiff not rehired, neither was Nicholas Collingsworth. In addition, the following employees deemed do not rehires were denied rehire: Kellina Brown, Ron Meyers, and Tijerina Maryott. **Exhibit 1.**

Finally, the awareness of supervisors of the policy requiring a do not rehire designation for someone resigning with pending discipline is not evidence of causation. Plaintiff specifically cites to testimony by Donella James and John Sablowski. Additionally, Plaintiff mischaracterizes the testimony.

John Sablowski testified that there were things that could result in a person being placed as a do not rehire including discipline **Exhibit D to Plaintiff's Response Dkt. #37,, Page 19, Line 1-10, Page 20 Line 3-7.** He further testified that he was not aware exactly how it worked as he wasn't at the level to make that determination of do not rehire. **Exhibit D to Plaintiff's Response Dkt. #37, Page 20, Line 10-12.** He testified that he had heard of it, but he didn't recall seeing a policy. **Exhibit D to Plaintiff's Response Dkt. #37, Page 20-21.** He again testified that he was not aware of a policy that states that pending discipline was

automatic placement on the do not rehire list as it was “above his paygrade”. **Exhibit D to Plaintiff’s Response Dkt. #37, Page 36, Line 10-14.**

Donella James testified that the types of issues relating to an individual being a do not rehire was solely on the basis of the administrative office. The field supervision office had no control over that or no input in that. **Exhibit C to Plaintiff’s Response Dkt. #37, Page 36, Line 2-6.** She further testified that she did not have any input into those issues in any of her positions. **Exhibit C to Plaintiff’s Response Dkt. #37, Page 36, Line 13-16.**

These individual’s awareness of a policy that they had no involvement with does not establish a causal connection.

c. Defendants have proffered a Legitimate non-retaliatory reason for its actions.

Defendant has proffered a legitimate non-retaliatory reason for the decision not to rehire Plaintiff as it is clear from Plaintiff’s file that he was not recommended for rehire due to pending discipline and poor work performance. Therefore, the burden shifts back to Plaintiff to show pretext.

d. Plaintiff is unable to demonstrate pretext.

There are three ways Plaintiff can demonstrate pretext. She can show that Defendant’s stated reasons: (1) have no basis in fact; (2) were not the actual reason for the termination; or (3) are insufficient to warrant the challenged conduct. *Michael v. Caterpillar Financial Services Corp.*, 496 F.3d 584, 597 (6th Cir.2007).

In an attempt to show pretext, Plaintiff asserts that Brian Moore is evidence of pretext. As stated above, there is nothing in the record that explains the details behind the assertion that Brian Moore was a do not rehire, his return to work, or the individuals involved. Additionally, Plaintiff ignores the fact that Nicholas Collingsworth was not rehired either. Finally, there are additional employees that have not been rehired after being identified as do not rehires, including but not limited to: Kellina Brown, Ron Meyers, Tijerina Maryott, Charlene Woodson, Brian Schimanski, Gregory Smith, William Queen, and Tyler Harwood.

Exhibit 1 and Exhibit 2.

Next, Plaintiff attempts to rely on the involvement of Sean Larkins in requesting information about a possible do not rehire. As indicated above this is nothing more than pure speculation. Additionally, any reliance on what occurred during Plaintiff's resignation is barred by any applicable statute of limitations or failure to exhaust administrative remedies as it occurred in 2013.

Finally, testimony that Plaintiff had less severe discipline than Brian Moore is not evidence of pretext. First, there is no evidence in the record about Brian Moore's discipline or his return to work. Again, this is nothing more than mere speculation.

Plaintiff is unable to establish that the Defendant's proffered reason for the decision to not rehire Plaintiff is pretext. There is nothing in the record that contests that Plaintiff resigned in 2013 and based on the recommendation of Jerald James and the concurrence by Human Resources, Plaintiff was not recommended for reinstatement.

Plaintiff is unable to establish that Defendant's proffered reason is not based in fact, that it was not the actual reason for the decision to not rehire, nor can he show that the reason is insufficient not to rehire Plaintiff. Plaintiff has not shown that he was not rehired because of the prior recommendation against reinstatement.

Plaintiff has not provided evidence from which a reasonable jury could find that Defendant's proffered legitimate reason for the decision not to rehire Plaintiff is actually a pretext for retaliation.

Therefore, Plaintiff has failed to establish that Defendant's legitimate non-retaliatory reason for the decision not to rehire Plaintiff was pretext and his claims should be dismissed.

CONCLUSION

Plaintiff's Complaint should be dismissed in its entirety and with prejudice.

Respectfully submitted,

CITY OF DETROIT LAW DEPARTMENT

By: /s/ Jason T. McFarlane
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2 Woodward Avenue, Suite 500
Detroit, MI 48226
(313) 237-0548
mcfaj@detroitmi.gov

Dated: March 3, 2023

CERTIFICATION PURSUANT TO L.R. 7.1

LOCAL RULE CERTIFICATION: I, Jason McFarlane, certify that this document complies with Local Rule 5.1 (a), including: double-spaced (except for quoted materials and footnotes); at least one-inch margins on the top, sides, and bottom; consecutive page numbering; and type size of all text and footnotes that is no smaller than 10-1/2 characters per inch (for non-proportional fonts) or 14 point (for proportional fonts). I also certify that it is the appropriate length. Local Rule 7.1 (d)(3).

/s/ Jason McFarlane
Jason McFarlane

CERTIFICATE OF SERVICE

I hereby certify that on March 3, 2023, I caused to have electronically filed **Defendant's Reply to Plaintiff's Response To Defendant's Motion For Summary, Exhibits 1-2 and Certificate of Service** with the Clerk of the Court using the E-file & Serve system, which will serve a copy of such filing via email to all attorneys of record.

/s/Myria Ross

List of Exhibits

Exhibit 1 – Larkins Affidavit

Exhibit 2 – Olkowski Affidavit

Exhibit 1

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

RICHARD CADOURA,

Plaintiff,

v.

THE CITY OF DETROIT,

Defendant.

Case No. 20-cv-12986

Hon. Gershwin A. Drain

Magistrate Judge Anthony P. Patti

CONNER GALLAGHER (P82104)

CARLA D. AIKENS, P.C

Attorneys for Plaintiff

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JASON MCFARLANE (P73105)

ANDRAE D. SMITH (P69153)

CITY OF DETROIT LAW DEPT

Attorney for Defendant

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Detroit, MI 48226

(313) 237-0548 / (313) 237-3088

mcfaj@detroitmi.gov

smithand@detroitmi.gov

AFFIDAVIT – SEAN LARKINS

I, Sean Larkins, being first duly sworn deposes and says:

1. I was hired by the City of Detroit as a Basic EMT in 1995 and was appointed to current rank in 2014.
2. In 2014, I was appointed to Superintendent of EMS, where my duties continue to consist of supervising the Assistant Superintendent of EMS and through him, subordinate Captains in the EMS Division.

3. In 2018, I received an inquiry from the then Assistant Superintendent of EMS, who is now deceased, as to if Richard Cadoura and Nick Collingsworth were rehires. I told the Assistant Superintendent of EMS that I would inquire of Kemia Crosson and Belinda Brown on his behalf.
4. I made contact with Kemia Crosson and Belinda Brown (Human Resources) via email at the request of the Assistant Superintendent of EMS.
5. I had no knowledge of why Richard Cadoura or Nicholas Collingsworth were placed on the do not re-hire list.
6. I had no knowledge of any lawsuit filed by Richard Cadoura.
7. Based off my knowledge, neither Richard Cadoura nor Nicholas Collingsworth were rehired.
8. I am aware of other former employees that were do not hires that have attempted to return and were not allowed to.
 - a. Kellina Brown
 - b. Ron Meyers
 - c. Tijerina Maryott
9. I have personal knowledge of the facts set forth in this affidavit and if sworn as a witness can testify competently to those facts.
10. I have submitted this affidavit freely and voluntarily; without coercion or duress from my employer, City of Detroit.

Sean Larkins
Sean Larkins
Superintendent, EMS

Date: March 1, 2023

Subscribed and sworn before me
On this 1st day of March 2023

Myria Ross

Notary Public, County of Wayne

My Commission expires: 9-3-2024

MYRIA ROSS
Notary Public, State of Michigan
County of Wayne
My Commission Expires Sep. 03, 2024
Acting in the County of Wayne

Exhibit 2

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

RICHARD CADOURA,

Plaintiff,

v.

Case No. 20-cv-12986

Hon. Gershwin A. Drain

Magistrate Judge Anthony P. Patti

THE CITY OF DETROIT,

Defendant.

CONNER GALLAGHER (P82104)

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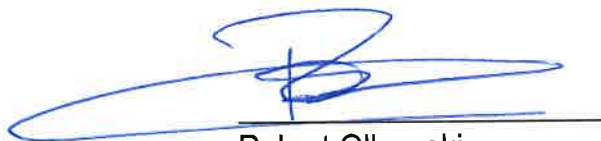
smithand@detroitmi.gov

AFFIDAVIT – Robert Olkowski

I, Robert Olkowski, being first duly sworn deposes and says:

1. I was hired by the City of Detroit as a Basic EMT in 1999 and was appointed to current rank in 2022.
2. In 2022, I was appointed to Assistant Superintendent of EMS, where my duties continue to consist of supervising Captains in the EMS Division and through them. Subordinate lieutenants.


3. I am aware of other former employees that were do not hires that have attempted to return and were not allowed to.
 - a. Kellina Brown
 - b. Charlene Woodson
 - c. Brian Schimanski
 - d. Gregory Smith
 - e. William Queen
 - f. Tyler Harwood
4. I have personal knowledge of the facts set forth in this affidavit and if sworn as a witness can testify competently to those facts.
5. I have submitted this affidavit freely and voluntarily; without coercion or duress from my employer, City of Detroit.



Robert Olkowski
Assistant Superintendent of EMS-
DFD

Date: March 2, 2023

Subscribed and sworn before me
On this 2nd day of March 2023



Notary Public, County of Wayne
My Commission expires: 3/2/2023

L. C. JONES
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Mar 3, 2023
ACTING IN COUNTY OF

EXHIBIT 6F

Summary Judgment Motion

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

RICHARD CADOURA,

Plaintiff,

v.

Case No. 20-cv-12986

Hon. Gershwin A. Drain

Magistrate Judge Anthony P. Patti

THE CITY OF DETROIT,

Defendant.

CONNER GALLAGHER (P82104)

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DEFENDANT'S MOTION FOR SUMMARY JUDGMENT

ORAL ARGUMENT REQUESTED

Defendant City of Detroit moves, pursuant to Fed. R. Civ. P. 56 for dismissal of all counts of Plaintiff Richard Cadoura's Complaint.

1. Richard Cadoura (“Plaintiff”) claims that Defendants discriminated and retaliated against him in violation of the Title VII of the Civil Rights Act of 1964, and the Elliot Larsen Civil Rights Act in retaliation for alleged protected activity.

2. Plaintiff’s Complaint (Dkt. #1) presents two counts: Count I Retaliation in Violation of Title VII of the Civil Rights Act of 1964, Count II alleges Retaliation in Violation of the Elliot Larsen Civil Rights Act.

3. Plaintiff is unable to establish a prima facie case of retaliation in violation of Title VII or ELCRA.

4. The accompanying brief in support sets forth in greater detail the factual and legal bases for this motion.

The undersigned certifies compliance with the pre-filing conference requirement of Local Rule 7.1(a) by seeking concurrence in the relief requested on this motion from Plaintiff. Plaintiff did not concur.

WHEREFORE, Defendant City of Detroit respectfully requests that the Court grant its Motion for Summary Judgment and dismiss Plaintiff’s Complaint in its entirety.

Respectfully submitted,

CITY OF DETROIT LAW DEPARTMENT

By: /s/ Jason T. McFarlane (P73105)
Attorney for Defendant
2 Woodward Avenue, Suite 500
Detroit, MI 48226
(313) 237-0548
mcfaj@detroitmi.gov

Dated: January 13, 2023

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

RICHARD CADOURA,

Plaintiff,

v.

Case No. 20-cv-12986

Hon. Gershwin A. Drain

Magistrate Judge Anthony P. Patti

THE CITY OF DETROIT,

Defendant.

CONNER GALLAGHER (P82104)

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**BRIEF IN SUPPORT
DEFENDANT'S MOTION FOR SUMMARY JUDGMENT**

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INTRODUCTION

On November 5, 2020, Plaintiff filed the instant lawsuit alleging that Defendant retaliated against him in violation of Title VII and the ELCRA.

On February 1, 2021, Defendant filed a Motion for Judgment on the Pleadings. Plaintiff filed a response on March 22, 2021. Defendant filed its Reply on April 1, 2021. The hearing on the Motion was held on August 4, 2021.

The Court denied the Defendant's Motion for Judgment on the Pleadings without prejudice. Specifically, this Court held that the parties were to submit additional briefing on the issue of exhaustion pending a short period of discovery on the issue. **(Dkt. #13)**.

Defendant filed its Renewed Motion for Judgment on the Pleadings as Plaintiff failed to exhaust his administrative remedies where he did not timely file an EEOC Charge. Further, the EEOC file that Defendant received via a FOIA request indicates that the intake questionnaire was never received nor acted upon by the EEOC and therefore, does not equate to the filing of an EEOC charge. **(Dkt. #16)**.

On April 8, 2022, this Court denied Defendant's Renewed Motion. **(Dkt. #20)**.

FACTS

In 1999, Plaintiff was hired by the Defendant City as an EMT and paramedic. During his employment with the City of Detroit, Plaintiff had a significant disciplinary history. Between October 2000 and December 11, 2011, Plaintiff had 13 disciplinary contacts. **Exhibit 1, Discipline Summary**. On March 1, 2012, then Chief Jerald James sent a letter to then 2nd

Deputy Commissioner Sydney Zack, concerning Plaintiff's work behavior. **Exhibit 2.** Plaintiff had additional disciplinary contacts in February 2013. **Exhibit 3.**

In May of 2009, Plaintiff joined three other employees of the Defendant City Fire Department in a lawsuit against Defendant City for violations of Michigan's ELCRA. Plaintiff's allegations in the 2009 lawsuit asserted that he had not been given any meaningful opportunity to receive a promotion and was passed over for promotions based on his race and ethnicity. (**McCraken, Thomas et al. v City of Detroit et al. 09-010633-CZ**)

On June 3, 2013, Plaintiff resigned from the City of Detroit. **Exhibit 4, Resignation.** Plaintiff indicated that the reason for resignation was retirement. The resignation form contains additional sections to be filled out by HR and Plaintiff's Supervisor. On June 10, 2013, Anthony Wade and Jerald James completed the supervisor section and further indicated that they did not recommend Plaintiff for reinstatement due to pending discipline and poor work performance. On September 16, 2013, Brandi Richmon, Human Resources, concurred with the supervisor's recommendation.

On July 18, 2013, the City of Detroit filed bankruptcy. On February 4, 2014, Plaintiff filed bankruptcy claim #682 with the United States Bankruptcy Court, Eastern District of Michigan. **Exhibit 5.** In late 2014, the City filed its *Eighth Amended Plan of Adjustment* which was confirmed and subsequently became effective on December 10, 2014 ("Effective Date"). Any claims that arose on or before the Effective Date were discharged by the plan. Further,

on June 8, 2017, the City of Detroit filed a Motion to disallow or expunge Plaintiff's claim. On June 27, 2017, Plaintiff's claim was disallowed and expunged. **Exhibit 6.**

Around November 2017, Plaintiff applied for employment with the City of Detroit as an Emergency Medical Technician (Paramedic). Plaintiff submitted an application and resumé. **Exhibit 7 and 8.**

On December 4, 2017, Plaintiff was sent a letter indicating that he was scheduled to take a Physical Agility Test (PAT). **Exhibit 9.** On December 19, 2017, Plaintiff was sent a conditional offer letter. **Exhibit 10.** On January 13, 2018, Plaintiff was sent a letter indicating that he was no longer considered for the position. **Exhibit 11.**

Plaintiff's Conversations with Belinda Brown

During his deposition, Plaintiff testified to the following interactions with Belinda Brown. **Exhibit 12, Plaintiff's Deposition pp 20-23.** He further testified that the below discussions were the only discussions that he had with Ms. Brown. **Exhibit 12, Plaintiff's Deposition p 23, lines 23-25.**

- After the process was completed, he received a text message or email from Ms. Brown that he was offered the position and upon accepting it, he could resign from his current employment. **Exhibit 12, Plaintiff's Deposition p 20, lines 20-25.**
- After he was informed that the City was withdrawing its offer, he spoke with Ms. Brown over the phone and she stated that they would have to withdraw the position because they reviewed his employee file and that it stated that he was discharged and placed

on a do not rehire list. **Exhibit 12, Plaintiff's Deposition p 21, lines 20-25 and p 22, line 1.**

- That during the PAT test, she informed him that his service record would weigh heavily on his return.

Plaintiff prepared an intake questionnaire with the EEOC on October 24, 2018. On August 22, 2019, Plaintiff filed an EEOC Charge alleging that when he called to ask about why the offer was rescinded, he was told that he was on a do not hire list. **Exhibit 13.** Plaintiff received a right to sue letter on August 6, 2020. Plaintiff's EEOC charge alleged:

"I was previously employed by the above-named employer from 1998 through 2013.

While I was employed, I made internal complaints regarding discrimination. Most recently, in November of 2017 I applied to an open position of Paramedic. On December 19, 2017, I was offered the Paramedic position and began training. However, on approximately January 13, 2018 the employer rescinded the offer. When I called to ask for the reason, I was told that I'm allegedly on a non-rehire list.

I believe that I was denied re-hire in retaliation for complaining and based on my race and National Origin (Middle Eastern), in violation of Title VII of the Civil Rights Act of 1964, as amended."

Plaintiff's Complaint presents two counts: Count I Retaliation in Violation of Title VII of the Civil Rights Act of 1964, Count II alleges Retaliation in Violation of the Elliot Larsen Civil Rights Act. **(Dkt. #1).**

STANDARD OF REVIEW

Summary judgment is proper when the movant “shows that there is no genuine dispute as to any material fact, and that the movant is entitled to judgment as a matter of law.” *U.S. SEC v. Sierra Brokerage Services, Inc.*, 712 F.3d 321, 326–27 (6th Cir.2013) (citing *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 251–52, 106 S.Ct. 2505, 91 L.Ed.2d 202 (1986)) (quotations omitted). When reviewing the record, “the court must view the evidence in the light most favorable to the nonmoving party and draw all reasonable inferences in its favor.” *Id.* Furthermore, the “substantive law will identify which facts are material, and summary judgment will not lie if the dispute about a material fact is ‘genuine,’ that is, if the evidence is such that a reasonable jury could return a verdict for the nonmoving party.” *Id.*

When considering the material facts on the record, a court must bear in mind that “[t]he mere existence of a scintilla of evidence in support of the plaintiff’s position will be insufficient; there must be evidence on which the jury could reasonably find for the plaintiff.” *Anderson*, 477 U.S. at 252, 106 S.Ct. 2505. Moreover, “[i]n order to survive a motion for summary judgment, the non-moving party must be able to show ‘sufficient probative evidence [that] would permit a finding in [their] favor on more than mere speculation, conjecture, or fantasy.’” *Arendale v. City of Memphis*, 519 F.3d 587, 605 (6th Cir.2008) (citing and quoting *Lewis v. Philip Morris Inc.*, 355 F.3d 515, 533 (6th Cir.2004)).

ARGUMENT

I. Plaintiff Has Failed to State a Claim Under TITLE VII or ELCRA.

Plaintiff must demonstrate four elements to establish a prima facie case of retaliation under both Title VII and Michigan's Elliot-Larsen Civil Rights Act (ELCRA): "(1) he engaged in activity protected by Title VII; (2) his exercise of such protected activity was known by the defendant; (3) thereafter, the defendant took an action that was 'materially adverse' to the plaintiff; and (4) a causal connection existed between the protected activity and the materially adverse action." *Laster*, 746 F.3d at 730 (quoting *Jones v. Johanns*, 264 F. App'x 463, 466 (6th Cir. 2007)).

Assuming arguendo that Plaintiff is able to establish that he engaged in activity and that he was subject to a materially adverse action, i.e. was not rehired, he still has not established that the decisionmakers knew about his alleged protected activity nor has Plaintiff established a causal connection between the protected activity and the decision not to rehire Plaintiff.

Plaintiff alleged in his Complaint that he was told by Belinda Brown that he was not eligible to work for Defendant because of his participation in his previous anti-discrimination lawsuit against Defendant and its fire Department. (**Dkt #1, p 4, paragraph 18.**) This allegation is not supported by any evidence.

In fact, Plaintiff's EEOC charge and his testimony at his deposition directly contradict this allegation.

Plaintiff's EEOC charge stated: "When I called to ask for the reason, I was told that I'm allegedly on a non-rehire list." Plaintiff made no allegation that he was told that it was because of a previous anti-discrimination lawsuit.

As detailed above, when asked about his conversations with Belinda Brown, Plaintiff testified that:

- "I called her and she stated that they would have to withdraw their offer of position of paramedic with the City of Detroit Fire Department." **Exhibit 12, Plaintiff's Deposition p 21, lines 20-22 line 20-22.**
- "She stated that apparently they reviewed my employee file and that it stated that I was discharged and placed on a Do Not Rehire List." **Exhibit 12, Plaintiff's Deposition p 21, lines 24-25 and p 22 line 1.**

He further testified that other than the discussions on pages 19-23 of his deposition, Plaintiff had no other discussions with Ms. Brown. **Exhibit 12, Plaintiff's Deposition p 23, lines 23-25.**

With the exception of the mention of a discharge, this is consistent with the documentary evidence in this case. Plaintiff's Resignation and Recommendation for Reinstatement form indicates that he was a do not hire because of pending discipline and poor work behavior. **Exhibit 4.**

Further, email exchanges between Sean Larkins, Superintendent of EMS, Kemia Crosson and Belinda Brown support that Plaintiff were not recommended for reinstatement.

On January 12, 2018 the following exchange occurred:

- Larkins sent an email to Crosson asking: “This former employee is not a rehire, correct? **Exhibit 14.**
- Brown responded: There are two former employees: Richard Cadoura and Nicholas Collingsworth. I just received their personnel file and they are both not recommended for reinstatement. **Exhibit 14.**

On March 25, 2020, in an email to Tara Brin, Kemia Crosson explained the following:

“The employee file on Richard Cadoura indicates he is a Do Not Rehire. There are not any additional files at EMS that states otherwise or claims of discrimination from HR. Anyone can apply for a position. However, once the file is pulled and indicates the person does not have a recommendation for reinstatement, the department who completed the form are not obligated to accept/hire the person back into the department. Richard Cadoura can work for any other department except Fire. If you have any other questions, or need further clarification do not hesitate to contact me at 313-410-0668.” **Exhibit 15.**

When asked for further clarification on the reason for the do not hire, Crosson stated:

“In his resignation paperwork, it stated that he would not be reinstated because of pending discipline and poor work behavior.” **Exhibit 16.**

a. Plaintiff cannot establish that his protected activity was known to the decisionmakers nor that

Plaintiff has not offered any evidence that the above individuals knew about his prior lawsuit let alone the contents of the lawsuit. In fact, Belinda Brown did not begin working at the City of Detroit until October 2016, more than 7 years after the lawsuit and more than 3

years after Plaintiff resigned. Similarly, Kemia Crosson did not begin employment with the City of Detroit until October 2013, after Plaintiff's resignation.

Ms. Brown further testified that she did not have knowledge Plaintiff's prior lawsuits.

Exhibit 17, Brown Deposition, pp 24, 25.

Therefore, Plaintiff has failed to establish a prima facie case of retaliation under either Title VII or ELCRA and his claims should be dismissed.

b. Plaintiff has not established a causal connection between the alleged protected activity and the decision not to rehire Plaintiff.

To prove causation in a Title VII retaliation case, a plaintiff must show that the employee's protected activity was a "but for" cause of the employer's adverse action against her, meaning the adverse action would not have occurred absent the employer's desire to retaliate. *Univ. of Tex. Sw. Med. Ctr. v. Nassar*, 570 U.S. 338, 352, 360, 133 S.Ct. 2517, 186 L.Ed.2d 503 (2013). In other words, "a plaintiff must produce sufficient evidence from which an inference could be drawn that the adverse action would not have been taken had the plaintiff not filed a discrimination action" or otherwise engaged in protected activity. *Nguyen v. City of Cleveland*, 229 F.3d 559, 563 (6th Cir. 2000).

Plaintiff has not shown that he would have been rehired if it wasn't for the City's desire to retaliate. As shown above, the reason for the decision not to rehire Plaintiff is clear. Plaintiff resigned and was not recommended for rehire because of pending discipline and poor work behavior, which is supported by his disciplinary records.

Further, Plaintiff's testimony and the above communications show that the reasons for not hiring Plaintiff was the do not hire recommendation. There is no evidence that the decision makers knew of the alleged protected activity nor that it was considered in the decision not to rehire.

Therefore, Plaintiff has failed to establish a prima facie case of retaliation under either Title VII or ELCRA and his claims should be dismissed.

c. Defendants have proffered a Legitimate non-retaliatory reason for its actions.

Assuming arguendo that Plaintiff can establish a prima facie case of retaliation, Defendants have proffered a legitimate non-retaliatory reason for its actions.

If Plaintiff succeeds in establishing her prima facie case, a presumption of unlawful retaliation arises, and the burden shifts to Defendant to produce a legitimate, non-retaliatory reason for its action. *Id.* If Defendant is able to produce such a reason, the burden shifts back to Plaintiff to show that Defendant's reason was not the true reason for the adverse action and was merely pretextual. *Id.* Despite the shifting burdens of the *McDonnell Douglas* framework, Plaintiff always bears the ultimate burden of persuasion. [Laster, 746 F.3d at 731](#).

Defendants have proffered a legitimate non-retaliatory reason for the decision not to rehire Plaintiff as it is clear from Plaintiff's file that he was not recommended for rehire due to pending discipline and poor work performance. Therefore, the burden shifts back to Plaintiff to show pretext.

d. Plaintiff is unable to demonstrate pretext.

There are three ways Plaintiff can demonstrate pretext. She can show that Defendant's stated reasons: (1) have no basis in fact; (2) were not the actual reason for the termination; or (3) are insufficient to warrant the challenged conduct. *Michael v. Caterpillar Financial Services Corp.*, 496 F.3d 584, 597 (6th Cir.2007).

Plaintiff is unable to establish that the Defendant's proffered reason for the decision to not rehire Plaintiff is pretext. There is nothing in the record that contests that Plaintiff resigned in 2013 and based on the recommendation of Jerald James and the concurrence by Human Resources, Plaintiff was not recommended for reinstatement.

Plaintiff is unable to establish that Defendants proffered reason is not based in fact, that it was not the actual reason for the decision to not rehire, nor can he show that the reason is insufficient not to rehire Plaintiff. Plaintiff has not shown that he was not rehired because of the prior recommendation against reinstatement.

Plaintiff has not provided evidence from which a reasonable jury could find that Defendant's proffered legitimate reason for the decision not to rehire Plaintiff are actually a pretext for retaliation.

Therefore, Plaintiff has failed to establish that Defendant's legitimate non-retaliatory reason for the decision not to rehire Plaintiff was pretext and his claims should be dismissed.

CONCLUSION

Plaintiff's Complaint should be dismissed in its entirety and with prejudice.

Respectfully submitted,

CITY OF DETROIT LAW DEPARTMENT

By: /s/ Jason T. McFarlane
JASON T. MCFARLANE (P73105)
Attorney for Defendant
2 Woodward Avenue, Suite 500
Detroit, MI 48226
(313) 237-0548
mcfaj@detroitmi.gov

Dated: January 13, 2023

CERTIFICATION PURSUANT TO L.R. 7.1

LOCAL RULE CERTIFICATION: I, Jason McFarlane, certify that this document complies with Local Rule 5.1 (a), including: double-spaced (except for quoted materials and footnotes); at least one-inch margins on the top, sides, and bottom; consecutive page numbering; and type size of all text and footnotes that is no smaller than 10-1/2 characters per inch (for non-proportional fonts) or 14 point (for proportional fonts). I also certify that it is the appropriate length. Local Rule 7.1 (d)(3).

/s/ Jason McFarlane
Jason McFarlane

CERTIFICATE OF SERVICE

I hereby certify that on January 13, 2023, I caused to have electronically filed **Defendant's Motion for Summary Judgment, Brief in Support of Motion, Exhibits 1-17 and Certificate of Service** with the Clerk of the Court using the E-file & Serve system, which will serve a copy of such filing via email to all attorneys of record.

/s/Myria Ross

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

RICHARD CADOURA,

Plaintiff,

v.

THE CITY OF DETROIT,

Defendant.

Case No. 20-cv-12986

Hon. Gershwin A. Drain

Magistrate Judge Anthony P. Patti

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CARLA D. AIKENS, P.C

Attorneys for Plaintiff

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ANDRAE D. SMITH (P69153)

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DEFENDANT'S LIST OF EXHIBITS

- Exhibit 1 - Plaintiff Discipline Summary
- Exhibit 2 - Chief Jerald James letter to 2nd Deputy Commissioner Sydney Zack
- Exhibit 3 - Plaintiff February 2013 Disciplinary Contacts
- Exhibit 4 - Plaintiff Resignation
- Exhibit 5 - Plaintiff Bankruptcy Claim #682
- Exhibit 6 - Order Disallowing and Expunging Plaintiff Bankruptcy Claim #682

- Exhibit 7 - Plaintiff November 2017 Emergency Medical Technician Application
- Exhibit 8 - Plaintiff Resumé
- Exhibit 9 - December 4, 2017 Physical Agility Test Letter
- Exhibit 10 - December 19, 2017 Conditional Offer Letter
- Exhibit 11 - January 13, 2018 City of Detroit Letter to Plaintiff
- Exhibit 12 - Plaintiff's Deposition
- Exhibit 13 - Plaintiff August 22, 2019 EEOC Charge
- Exhibit 14 - Larkins email to Crosson
- Exhibit 15 - Kemia Crosson email to Tara Brin
- Exhibit 16 - Kemia Crosson email to Lesa Kent
- Exhibit 17 - Brown Deposition

Detroit Fire Department

Emergency Medical Service Division

Summary of Conduct

page 1

Last CADOURA First Richard Badge 602 Pension Number [REDACTED] AppDate 6-8-98
 EMMT _____ AEMMT _____

COMMENDATIONS

Date	Description	Type of commendation

DISCIPLINARY ACTION

Date	Description	G.R. or P.D.	Action Taken
7-28-00	Operating Apparatus ^{OVERLOOKED TB}	P.D. 15.4.46	6 hrs. Suspension ^{TB Requested}
10-8-00	Policies ^{TOOK KEYS HOME}	P.D. 15.4.8	charge DISMISSED
1-6-01	Lost Equipment (Prep)	P.D. 15.4.31	12 hrs. Suspension
Post 508	Obedience TB	GR 5.4	3 Day Suspension
3-13-09	Lost Safety Equip	P.D. 15.4.31	Written Reprimand
2-24-10	Safe Operation of Vehicle ^{CRASHED}	GR 15.4.50	Written Reprimand
9-8-10	INSUBORDINATION	GR 5.35	12 HR SUSPENSION (YAC)
9-8-10	INSUBORDINATION	GR 5.35	12 HOUR SUSPENSION - expunged
10-22-10	INSUBORDINATION	GR 5.35	12 HOUR SUSPENSION - expunged
10-22-10	IMPROPER HANDLING - SICK / INJURED	GR 15.4.10	34 HOUR SUSPENSION - expunged
3-15-11	DISOBEDIENCE OF RULES / DIRECTIVES	GR 5.26	12 HOUR SUSPENSION
12-12-11	CONDUCT	GR 5.1	12 HOUR SUSPENSION
12-14-11	INSUBORDINATION	GR 5.35	48 HOUR SUSPENSION - TB

printed 3/27/00

To: Sydney Zack
2nd Deputy Commissioner

From: Jerald James, Chief
Superintendent EMSD

Date: March 1, 2012

Re: **EMPLOYEE WORK BEHAVIOR**

I am requesting assistance relative to the proper handling of current EMT Richard Cadoura. This employee has continuously displayed his refusal to comply with standing policies as well as not be receptive to direction from supervisory staff.

Upon reviewing this employees, since 2010, disciplinary file it reveals the following;

Charge	Disciplinary Action	Outcome
Insubordination 9/8/10 (refused to comply with directive from supervisor relative to proper wearing of the uniform)	12 hour suspension	Expunged trialboard not scheduled
Insubordination 10/28/10 (failing to comply with uniform policy)	12 hour suspension	Expunged trialboard not scheduled
10/22/10 Improper Patient Care (failed to properly treat a patient)	36 hour suspension	Expunged trialboard not scheduled
Disobedience of Rules 3/15/12 (failed to inspect rig, resulted in responding to run without proper equipment)	12 hour suspension	Awaiting trialboard
Conduct 12/12/11(told a supervisor to fuck off)	12 hour suspension	Awaiting trialboard
Insubordination 12/12/11 (failed to adhere to order)	48 hour suspension	Awaiting trailboard

“One Team”

relative to uniform)		
----------------------	--	--

I have been contacted multiple times by several supervisors, over the past several months, requesting assistance relative to dealing with this employee. He is openly defiant to any direction from supervision. As of this writing there are several sets of charges that have been submitted or recommended for this employee as well.

:JKJ

Enclosure

“One Team”

OFFICIAL DETROIT FIRE DEPARTMENT-CHARGE

TO: EXECUTIVE FIRE COMMISSIONER

DATE: 2/13/2013

NAME RANK BADGE NO.

DIVISION / BATTALION / COMPANY

Richard Cadoura EMT 608

EMS / Nights One / Medic 19

CHARGE: General Rule 5.29b: Disobedience of Rules and/or Directives

That he, EMT Richard Cadoura, assigned to Medic 19 on 02/13/2013 did fail to notify Central Office of his absence due to illness two hours prior to the start of his assigned shift beginning at 07:00 hrs. Specifically, EMT Cadoura did not contact Central Office until 17:51 hrs for notification of absence due to illness.

This being a direct violation of General Rule 5.29b: Disobedience of Rules or Directives

WITNESSES:

Central Office Off-Duty Report

A/Capt. Donnell James
A/Capt. Donnell James

Preferred by Name / Rank

EMS / Field Operations / Nights One

Division / Battalion / Company

L.W.O.P.P.C.A.

Reason:

From: _____ Hrs. To: _____ Hrs. Date: _____ To Date: _____

Total Hours Deducted From Pay

Verified by:

Name / Rank

Division / Battalion / Company

EMS ADMINISTRATION

Pending Action For The Above Charges

To: Richard Cadoura EMT EMS / Nights One / Medic 19 02-26-2013
Name Rank Division / Battalion / Company Notification Date

Is To Appear Before: _____ Hearing Officer At: 2000 _____ Hrs.

On: 2/27/13 _____ At: EMS Headquarters _____ To Answer The Above Charges
Date Location

Received by: [Signature] Notifying Superior [Signature]
Signature of Charge Signature

- DISTRIBUTION: DIVISION HEAD / BATTALION CHIEF**
- COMPANY**
- ADMINISTRATION**
- PAYROLL**
- CIVIL SERVICE**
- UNION**
- MEMBER**

400-CH
(Revised 10-21-99)

DATABASE

City of Detroit
**NOTICE OF RESIGNATION
 EVALUATION AND RECOMMENDATION FOR REINSTATEMENT**

1. EMPLOYEE

DEPARTMENT FIRE DIVISION EMS

I, RICHARD CADOURA, S.S. # [REDACTED] hereby tender

my resignation as EMT title for the following reason(s): RETIREMENT

My last day of work will be 7 day 6 date. Additional comments: _____

Forwarding Address (either home or work): [REDACTED]

[Signature] 6-3-13
 (signature) (date)

2. HUMAN RESOURCES DEPARTMENT, EMPLOYEE SERVICES DIVISION

DISCIPLINARY ACTION - LAST 18 MONTHS

Number of Written Reprimands: 1 Number of Suspensions: 1
 Reason(s) for Reprimand: Conduct
 Reason(s) for Suspension: Conduct

ATTENDANCE AND TARDINESS RECORD - LAST 18 MONTHS

<u>15</u> Paid Sick Leave	10 Occurrences	__ Beginning of Shift
__ Absent /No Pay	Occurrences	__ Return from Lunch
__ Dept. Leave	Occurrences	
__ A.W.O.L.	Occurrences	
__ Workers Compensation	Occurrences	
__ Funeral Leave.	Occurrences	
__ FMLA	Occurrences	
__ Other	Occurrences	
<u>15</u> Total Days Absent	<u>10</u> Total Absence Occurrences	__ Total Times Tardy

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3. SUPERVISOR

ATTENDANCE AND TARDINESS RECORD

Satisfactory Needs Improvement Unsatisfactory

Comments: _____

WORK PERFORMANCE

	EE	ME	NI	UN	
Overall ability to perform:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	EE-Exceeds Expectations NI-Needs Improvement ME-Meets Expectations UN-Unsatisfactory
Quality of work:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Quantity of work:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Knowledge & Skills:					
Technical Knowledge:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Practical Skills:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Ability to learn:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Work Behavior:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Supervisory Abilities:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> (N/A)

DEPARTMENTAL RECOMMENDATION

REINSTATEMENT: Yes No Date: _____

Completed by: Anthony M. Wade Title: Belmont Lt
Supervisor's Name

Approved by: JEFFREY STANLEY Title: EMS. Supt
Manager's Name

Approved Date: 6/10/13 Comments (If reinstatement is NOT recommended, state reason): _____

Pending discipline for work behavior.

EXIT INTERVIEW(S) CONDUCTED BY:

Date of Interview: 6/10/13 Name: Anthony M. Wade Title: Belmont Lt

COMMENTS: _____

Date of Interview: _____ Name: _____ Title: _____

COMMENTS: _____

Reinstatement is governed by Human Resources Rule 15. To be eligible for Reinstatement, the applicant must have at least one year of prior service and resigned in good standing. Applications for reinstatement will be accepted for a period between three (3) months and twenty-four (24) months following the last day on the active payroll.

4. HUMAN RESOURCES DEPARTMENT, EMPLOYEE SERVICES DIVISION

JEM *4/4/13*

Last Day Worked: 04/03/13 Last Day Paid: 04/03/13 City Seniority Date: 06/08/98

Effective Date of Resignation: 06/04/13 (in accordance with Human Resources Rule 15)

The Human Resources Department concurs does NOT concur with the Reinstatement

Recommendation of the employing department:

Brandi Richmond Date: 9/16/13

HRC Printed Name

Brandi Richmond
Signature

B10 (Official Form 10) (04/13)

UNITED STATES BANKRUPTCY COURT <i>Eastern District of Michigan</i>		PROOF OF CLAIM RECEIVED
Name of Debtor: <i>City of Detroit, MI</i>	Case Number: <i>Chapter 9</i> <i>13-53846</i>	FEB 04 2014 KURTZMAN CARSON CONSULTANT
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): <i>Richard Cadoura</i>		U.S. BANKRUPTCY COURT E.D. MICHIGAN 2014 FILED
Name and address where notices should be sent: <i>Elias Muawad, Esq.</i> <i>Law Offices of Elias Muawad, PC</i> <i>36700 Woodward Ave, Ste 209</i> <i>Bloomfield Hills, MI 48304</i> Telephone number: <i>248-594-4700</i> email: <i>elias@muawadpc.com</i>		<input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where payment should be sent (if different from above): Telephone number: _____ email: _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
1. Amount of Claim as of Date Case Filed: \$ <u><i>100,000</i></u>		
If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.		
2. Basis for Claim: <u><i>See attached Complaint</i></u> (See instruction #2)		
3. Last four digits of any number by which creditor identifies debtor: <i>0633</i>	3a. Debtor may have scheduled account as: _____ (See instruction #3a)	3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.		
Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____
Value of Property: \$ _____		Basis for perfection: _____
Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		Amount of Secured Claim: \$ _____
		Amount Unsecured: \$ _____
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.		
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5). Amount entitled to priority: \$ _____
<input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).	<input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).	<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____). \$ _____
*Amounts are subject to adjustment on 4/01/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.		
6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)		

B10 (Official Form 10) (04/13)

2

7. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (See instruction #7, and the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

RECEIVED

If the documents are not available, please explain:

FEB 04 2014

8. Signature: (See instruction #8)

Check the appropriate box.

KURTZMAN CARSON CONSULTANT

- I am the creditor. I am the creditor's authorized agent. I am the trustee, or the debtor, or their authorized agent. I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.) (See Bankruptcy Rule 3004.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Elias Muawad
Title: ATTORNEY
Company: Law Office of Elias Muawad, PC
Address and telephone number (if different from notice address above):

(Signature)

(Date) 1-30-14

Same as above

Telephone number: email:

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:
Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.
Creditor's Name and Address:
Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).
1. Amount of Claim as of Date Case Filed:
State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.
2. Basis for Claim:
State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.
3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:
State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.
3a. Debtor May Have Scheduled Account As:
Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.
3b. Uniform Claim Identifier:
If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.
4. Secured Claim:
Check whether the claim is fully or partially secured. Skip this section if the

claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.
5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a).
If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.
6. Credits:
An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.
7. Documents:
Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest and documents required by FRBP 3001(c) for claims based on an open-end or revolving consumer credit agreement or secured by a security interest in the debtor's principal residence. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.
8. Date and Signature:
The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

THOMAS McCracken, RICHARD CADOURA,
MICHAEL KEARNS and MICHAEL CHRISTY,

Plaintiffs,

v.

MCCRACKEN, THOMAS , et al. v DETR
Hon. Prentis Edwards 05/04/2009



09-010633-CZ

CITY OF DETROIT, a Michigan municipal corporation; TYRONE C. SCOTT, Executive Fire Commissioner of the Detroit Fire Department; SETH R. DOYLE, III, Deputy Fire Commissioner of the Detroit Fire Department; CHERYL A. CAMPBELL, 2nd Deputy Fire Commissioner of the Detroit Fire Department; GARY N. KELLY, Chief Superintendent of EMS, Detroit Fire Department; jointly and severally,

Defendants.

Norman Yatooma & Associates, P.C.
By: Robert S. Zawideh (P43787)
Attorneys for Plaintiff
219 Elm Street
Birmingham, Michigan 48009
(248) 642-3600

City of Detroit Law Department
By: Andrew Jarvis (P59191)
Attorneys for Defendants
660 Woodward Avenue, Suite 1650
Detroit, Michigan 48226
(313) 237-5038

There is no other pending or resolved civil action arising out of the transaction or occurrence alleged in the complaint.

FIRST AMENDED COMPLAINT AND DEMAND FOR TRIAL BY JURY

NOW COME the Plaintiffs, THOMAS McCracken, RICHARD CADOURA, MICHAEL KEARNS, and MICHAEL CHRISTY (“Plaintiffs”), by and through their attorneys, NORMAN YATOOMA & ASSOCIATES, P.C., and in support of their Complaint against the CITY OF DETROIT (“DETROIT”), TYRONE C. SCOTT (“SCOTT”), SETH R. DOYLE, III (“DOYLE”), CHERYL A. CAMPBELL (“CAMPBELL”), and GARY N. KELLY (“KELLY”), states the following:

NORMAN YATOOMA & ASSOCIATES, P.C.

NORMAN YATOOMA & ASSOCIATES, P.C.

1. This is an action for reverse discrimination pursuant to the Michigan Elliott-Larsen Civil Rights Act (“ELCRA”), MCL 37.2101 et seq., and the common law of the State of Michigan.

2. Plaintiff THOMAS McCracken is a resident of the City of Detroit, in the County of Wayne and State of Michigan.

3. Plaintiff RICHARD CADOURA is a resident of Garden City, in the County of Wayne and State of Michigan.

4. Plaintiff MICHAEL KEARNS is a resident of Clinton Township, in the County of Macomb and State of Michigan.

5. Plaintiff MICHAEL CHRISTY is a resident of the Township of China, in the County of St. Clair and State of Michigan.

6. Defendant DETROIT is a Michigan municipal corporation whose headquarters and principal place of business are located in the City of Detroit, in Wayne County, Michigan.

7. By information and belief, Defendant SCOTT is the Executive Fire Commissioner of Defendant DETROIT’s Fire Department and is a resident of Wayne County, Michigan.

8. By information and belief, Defendant DOYLE is the Deputy Fire Commissioner of Defendant DETROIT’s Fire Department and is a resident of Wayne County, Michigan.

9. By information and belief, Defendant CAMPBELL is the 2nd Deputy Fire Commissioner of Defendant DETROIT’s Fire Department and is a resident of Wayne County, Michigan.

10. By information and belief, Defendant KELLY is the Chief Superintendent of EMS, of Defendant DETROIT's Fire Department and is a resident of Wayne County, Michigan.

11. The events giving rise to this cause of action occurred in Wayne County, Michigan.

12. This court has subject matter jurisdiction over this action and venue is otherwise proper in this Court because the amount in controversy exceeds \$25,000, exclusive of interest, costs, and attorney fees, and actions alleging a violation of ELCRA may be brought in the circuit court for the county where the alleged violation occurred, or for the county where the person against whom the civil complaint is filed resides or has his principal place of business. MCL 37.2801(2).

Background Facts

13. All of the Plaintiffs are long standing white employees of the Emergency Medical Services (EMS) division of the City of Detroit Fire Department.

14. Plaintiff THOMAS McCracken ("McCracken") has been employed first as an Emergency Medical Technician and then as a Paramedic with Detroit EMS for almost nineteen (19) years. In April of 2007, he was promoted to Lieutenant, but was subsequently demoted back to the field without either explanation or evaluation of his performance.

15. Plaintiff RICHARD CADOURA ("CADOURA") has been an Emergency Medical Technician with Detroit EMS since 1999. Despite being qualified for the position, Defendants have refused to allow CADOURA to meaningfully test for a promotion to Paramedic, despite repeated requests by CADOURA.

NORMAN YATOOMA & ASSOCIATES, P.C.

16. Plaintiff MICHAEL KEARNS ("KEARNS") has been a Lieutenant / Assistant Field Supervisor, Grade 2, for the Detroit Fire Department, EMS Division, for the past seventeen (17) years. Prior to this position, he was an EMT Specialist for 5 years, the last two of which he was an EMS instructor.

17. Plaintiff MICHAEL CHRISTY ("CHRISTY") has been a Lieutenant / Assistant Field Supervisor, Grade 2, for the Detroit Fire Department, EMS Division, since 2005. Prior to this position, he was an EMT Specialist for 16 years. From 1995 to 1999, CHRISTY also served as a Director of Operations for SEMEMSA.

KEARNS AND CHRISTY-UNLAWFUL FAILURE TO PROMOTE

18. Within the past three years, both KEARNS and CHRISTY applied for the position of EMS Supervisor, within the City of Detroit Fire Department.

19. Both KEARNS and CHRISTY timely and appropriately completed all of the steps needed to be considered for the position.

20. Neither KEARNS nor CHRISTY obtained the position.

21. The position was awarded to an African-American with less seniority, experience and qualifications than KEARNS and CHRISTY.

22. Defendants have failed and refused to produce test results or other information on which they based their decision to pass over KEARNS and CHRISTY for promotion.

CADOURA-UNLAWFUL FAILURE TO PROMOTE

23. In fall of 2008, CADOURA applied for a promotion to the position of Paramedic within the City of Detroit Fire Department.

24. CADOURA timely and appropriately completed all of the steps needed to be considered for the position.

NORMAN YATOOMA & ASSOCIATES, P.C.

25. CADOURA did not obtain the position.

26. African-American employees with less seniority, experience and qualifications than CADOURA have been promoted to the position of Paramedic within Detroit EMS.

McCRACKEN-UNLAWFUL DEMOTION

27. In April of 2007, McCRACKEN was promoted to Lieutenant, but was subsequently demoted back to the rank of Paramedic without either explanation or evaluation of his performance.

28. McCRACKEN's former position of Lieutenant has since been filled by an African-American employee with less seniority, experience and qualifications than McCRACKEN.

HOSTILE ENVIRONMENT ON ACCOUNT OF RACE – ALL PLAINTIFFS

29. Throughout the course of their respective employment Plaintiffs were regularly harassed on account of their race by Defendants, as well as their employees and agents.

30. The harassment included frequent unwelcomed comments and conduct of an offensive and racial nature directed at each of the Plaintiffs.

31. Plaintiffs made complaints to several of their superiors on a number of occasions, but no action was taken and the harassment continued.

32. Plaintiffs' superiors are well aware of the offensive and racial nature directed of the conduct and comments directed not only at each of the Plaintiffs, but at all white or non-African American employees employed by the City of Detroit Fire Department. Not only do they take no action to put a halt to that unlawful conduct or communication, they themselves participate in it.

NORMAN YATOOMA & ASSOCIATES, P.C.

33. At all material times, Plaintiffs performed their job duties in a manner that was satisfactory or above.

COUNT I – FAILURE TO PROMOTE

34. Plaintiffs incorporate by reference paragraphs 1 through 33 as though fully stated to avoid repetition.

35. At all material times, Plaintiffs were employees, and Defendants were their employers, covered by and within the meaning of the Michigan Elliott-Larsen Civil Rights Act, MCL 37.2101 et seq.

36. Plaintiffs' race was at least one factor that made a difference in Defendants' decision not to promote or to demote Plaintiffs from the various positions described above.

37. Had Plaintiffs been African-Americans, they would not have suffered the adverse employment actions described herein.

38. Defendants, through their agents, representatives, and employees, were predisposed to discriminate on the basis of race and acted in accordance with that predisposition.

39. Defendants, through its agents, representatives, and employees, treated Plaintiffs differently from similarly situated African-American employees in the terms and conditions of employment, based on unlawful consideration of race.

40. Defendants' actions were intentional in disregard for Plaintiffs' rights and sensibilities.

41. As a direct and proximate result of Defendants' unlawful actions, each individual Plaintiff has sustained injuries and damages including, but not limited to, loss of earnings and earning capacity; loss of career opportunities; humiliation and

NORMAN YATOOMA & ASSOCIATES, P.C.

embarrassment; mental and emotional distress; and loss of the ordinary pleasures of everyday life, including the right to pursue gainful occupation of choice.

COUNT II – HOSTILE ENVIRONMENT ON ACCOUNT OF RACE

42. Plaintiffs incorporate by reference paragraphs 1 through 41 as though fully stated to avoid repetition.

43. At all material times, Plaintiffs were employees, and Defendants were their employers, covered by and within the meaning of the Michigan Elliott-Larsen Civil Rights Act, MCL 37.2101 et seq.

44. Plaintiffs were harassed by Defendants, as well as their agents and employees throughout the course of their employment on account of their race.

45. This racial harassment has included, but is not limited to, unwelcomed comments and conduct of an offensive and racial nature directed at Plaintiffs and the creation of a hostile work environment.

46. This racial harassment has included, but is not limited to, singling out some or all of the Plaintiffs for discriminatory treatment on account of their race.

47. The actions of Defendants and their agents, representatives, and employees was intentional.

48. The conduct of Defendant's agents and employees in racially harassing Plaintiffs constitutes race discrimination in violation of MCL 37.2101 et seq.

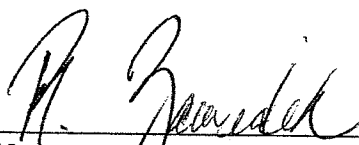
49. As a direct and proximate result of Defendants' unlawful actions against Plaintiffs as described, Plaintiffs have suffered injuries and damages, including, but not limited to, potential loss of earnings and earning capacity; loss of career opportunities; loss of reputation and esteem in the community; mental and emotional distress; and loss of the ordinary pleasures of life.

NORMAN YATOOMA & ASSOCIATES, P.C.

WHEREFORE, EACH INDIVIDUAL PLAINTIFF REQUESTS that this court enter judgment against Defendants as follows:

- A. compensatory damages for each Plaintiff in whatever amount above \$25,000 he is found to be entitled;
- B. exemplary damages for each Plaintiff in whatever amount above \$25,000 he is found to be entitled;
- C. an award of lost wages and the value of fringe benefits, past and future for each Plaintiff;
- D. an award of interest, costs, and reasonable attorney fees for each Plaintiff;
- E. an order enjoining Defendants, their agents, representatives, and employees from further acts of discrimination or retaliation;
- F. an order awarding whatever other equitable relief appears appropriate at the time of final judgment.

Respectfully Submitted,



Norman Yatooma & Associates, P.C.
By: Robert S. Zawideh (P43787)
Attorney for Plaintiffs
219 Elm Street
Birmingham, Michigan 48009
(248) 642-3600

Dated: June 15, 2009

NORMAN YATOOMA & ASSOCIATES, P.C.

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

THOMAS McCracken, RICHARD CADOURA,
MICHAEL KEARNS and MICHAEL CHRISTY,

Plaintiffs,

v.

Case No.: 09-010633-CZ
Hon. Prentis Edwards

CITY OF DETROIT, a Michigan municipal corporation; TYRONE C. SCOTT, Executive Fire Commissioner of the Detroit Fire Department; SETH R. DOYLE, III, Deputy Fire Commissioner of the Detroit Fire Department; CHERYL A. CAMPBELL, 2nd Deputy Fire Commissioner of the Detroit Fire Department; GARY N. KELLY, Chief Superintendent of EMS, Detroit Fire Department; jointly and severally,

Defendants.

Norman Yatooma & Associates, P.C.
By: Robert S. Zawideh (P43787)
Attorneys for Plaintiff
219 Elm Street
Birmingham, Michigan 48009
(248) 642-3600

City of Detroit Law Department
By: Andrew Jarvis (P59191)
Attorneys for Defendants
660 Woodward Avenue, Suite 1650
Detroit, Michigan 48226
(313) 237-5038

RELIANCE ON DEMAND FOR TRIAL BY JURY

Plaintiffs hereby rely on the previously filed demand for trial by jury on all issues that may be submitted to a jury.

Respectfully Submitted,

Dated: June 15, 2009



Norman Yatooma & Associates, P.C.
By: Robert S. Zawideh (P43787)
Attorneys for Plaintiffs
219 Elm Street
Birmingham, Michigan 48009
(248) 642-3600

NORMAN YATOOMA & ASSOCIATES, P.C.

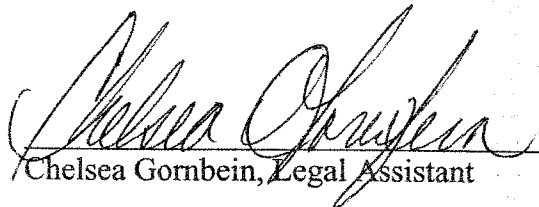
PROOF OF SERVICE

Chelsea Gornbein hereby certifies that on Monday, June 15, 2009, she served an Amended Complaint and this Proof of Service via First Class Mail to the following:

City of Detroit Law Department
By: Andrew Jarvis (P59191)
Attorneys for Defendants
660 Woodward Avenue, Suite 1650
Detroit, Michigan 48226
(313) 237-5038

The above statement and information is true to the best of my knowledge, information, and belief.

Dated: June 15, 2009


Chelsea Gornbein, Legal Assistant

NORMAN YATOOMA & ASSOCIATES, P.C.

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In re:

City of Detroit, Michigan,

Debtor.

Case No. 13-53846

Judge Thomas J. Tucker

Chapter 9

**ORDER GRANTING CITY OF DETROIT’S MOTION UNDER THE
ORDER, PURSUANT TO SECTIONS 105 AND 502 OF THE
BANKRUPTCY CODE, APPROVING ALTERNATIVE DISPUTE
RESOLUTION PROCEDURES TO PROMOTE THE LIQUIDATION OF
CERTAIN PREPETITION CLAIMS AGAINST THOMAS MCCRACKEN,
MICHAEL KEARNS, AND RICHARD CADOURA**

This case is before the Court on the motion entitled “*City of Detroit’s Motion Under the Order, Pursuant to Sections 105 and 502 of the Bankruptcy Code, Approving Alternative Dispute Resolution Procedures to Promote the Liquidation of Certain Prepetition Claims Against Thomas McCracken, Michael Kearns, and Richard Cadoura*” (Docket # 11901, the “Motion”). No timely response was filed to the Motion. The Court finds good cause to enter this Order.

IT IS ORDERED THAT:

1. The Motion is granted.
2. Claim numbers 682, 683, and 685 are disallowed and expunged.
3. The City's claims agent is authorized to update the claims register accordingly.

4. No later than June 28, 2017, counsel for the City must serve a copy of this Order upon Thomas McCracken, Michael Kearns, and Richard Cadoura, and file proof of such service.

Signed on June 27, 2017

/s/ Thomas J. Tucker
Thomas J. Tucker
United States Bankruptcy Judge

2017222403126xx - Paramedic (Detroit Fire Department)

Contact Information -- Person ID: 34342645

Name: Richard N. Cadoura Address: [REDACTED]
 Home Phone: [REDACTED] Alternate Phone: [REDACTED]
 Email: [REDACTED]

Personal Information

Driver's License: Yes, Class C
 Can you, after employment, submit proof of your legal right to work in the United States? Yes
 What is your highest level of education? Some College

Preferences

Minimum Compensation: \$20.00 per hour;
 Are you willing to relocate? Maybe
 Types of positions you will accept: Regular
 Types of work you will accept: Full Time
 Types of shifts you will accept: Day , Evening , Night , Rotating , Weekends

Objective

Education

<p>Professional Michigan Academy Emergency Services - New Boston, Michigan</p>	<p>Did you graduate: Yes Major/Minor: Degree Received: Certification</p>
<p>Professional Wayne County Community College - Taylor, Michigan</p>	<p>Did you graduate: No Major/Minor: Degree Received: Professional</p>
<p>College/University Schoolcraft College - Livonia, Michigan</p>	<p>Did you graduate: No Major/Minor: Para medicine Degree Received: Associate's</p>

Work Experience

Firefighter Paramedic Hours worked per week: 40
 8/2015 - Present May we contact this employer?
 WOODHAVEN FIRE DEPARTMENT
 Woodhaven, Michigan
Duties
 Respond to Emergency Medical Calls and initiate Basic Life Support or Advance Life Support to patients
 Medical treatment for patient 12 lead EKG's, IV's, Medications
 Respond to Fire Calls under direction of Incident Commander initiate suppression, ventilation, overhaul of fire.
 Hazmat operations

Monthly Fire and EMS training
 Chief Michael Clark 734-675-4918

Firefighter Paramedic

4/2008 - Present

Hours worked per week: 40
 May we contact this employer?

RIVERVIEW FIRE DEPARTMENT
 Riverview, Michigan

Duties

Respond to Emergency Medical Calls and initiate Basic Life Support or Advance Life Support to patients
 Medical treatment for patient 12 lead EKG's, IV's, Medications
 Respond to Fire Calls under direction of Incident Commander initiate suppression, ventilation, overhaul of fire.
 Hazmat Operations, Pump Operator
 Deputy Chief Pool 734-281-4264

Paramedic FireFighter

12/2016 - Present

Hours worked per week: 36
 Name of Supervisor: Chief Vack - 734-782-2500

Flat Rock Fire Department
 25500 Gibraltar rd
 Flat Rock, Michigan 48134
 734-782-2500

May we contact this employer? Yes

Duties

Respond to Emergency Medical Calls and initiate Basic Life Support or Advance Life Support to patients
 Medical treatment for patient 12 lead EKG's, IV's, Medications
 Respond to Fire Calls under direction of Incident Commander initiate suppression, ventilation, overhaul of fire.
 Weekly fire training

Paramedic

4/2017 - Present

Hours worked per week: 33
 Name of Supervisor: Jennifer - Operations supervisor

DMCare express
 6420 E Lafayette
 Detroit, Michigan 48201

May we contact this employer? Yes

Duties

Work Dugout at Tigers games respond to emergencies on Field and or in Dugout
 LCA arena practice area first aid paramedic , respond to on ice emergencies and work first aid at events and arena

Confined Space Rescue Technician

9/2015 - 10/2016

Hours worked per week: 40
 May we contact this employer? Yes

ELITE TECHNICAL RESCUE
 LIVONIA, Michigan

Duties

Automotive Industry Site Safety

Under direction of supervisor from Elite Technical Rescue provide confined space rescue and safety
 Jim Keaton (owner and operator) 734-323-5224

Reason for Leaving

reduced hours due to contract work available

Police Officers, Firefighters and Command staff

6/1998 - 6/2013

Hours worked per week: 40
 May we contact this employer? Yes

Detroit Fire Department
 Detroit, Michigan 48201

Duties

Detroit, MI
 June 1998-2013
 Respond to trauma and medical calls
 Transportation of patients to appropriate medical facility
 Communication with Dispatchers, Police Officers, Firefighters and Command staff
 Chief Sean Larkins 313-596-5180

Reason for Leaving

retired and vested with 15 years

Certificates and Licenses

Type: Paramedic
 Number: 3201011907
 Issued by: SOM
 Date Issued: 8 /2008 Date Expires: 8 /2019

Type: ACLS
 Number:
 Issued by:
 Date Issued: 12 /2015 Date Expires: 12 /2020

Type: Confined Space Entry Certificate
 Number:
 Issued by:
 Date Issued: 3 /2015 Date Expires:

Skills

Office Skills
 Typing:
 Data Entry:

Additional Information

References

Professional
Williamson, Craig
 Captain
 734-934-6745

Resume

Text Resume

Attachments

Attachment	File Name	File Type	Created By
Richard N Cadoura2 2017 Resume.rtf	Richard N Cadoura2 2017 Resume.rtf	Resume	Job Seeker

Agency-Wide Questions

1. Q: How did you hear about this job?

A: Other

2. Q: Have you ever worked for the City of Detroit?

A:

3. Q: Were you a resident of the City of Detroit 12 months prior to filing this application:

A:

Supplemental Questions

1. Q: Do you possess a High School Diploma or GED?

A: Yes

2. Q: Do you possess a current unrestricted State of Michigan Emergency Medical Technician (Paramedic) License?

A: Yes

3. Q: Do you possess a current Detroit East Medical Control Authority (DEMCA) License?

A: No

4. Q: Do you possess a valid State of Michigan Chauffeur License?

A: Yes

Richard N. Cadoura

8533 Mathias #30
Grosse Ile, Michigan 48138
(313)-971-8500
Rcd971@gmail.com

Administrative Assistant with 6+ years of experience flawless preparation of presentations, preparing facility reports and maintaining the utmost confidentiality. Possesses a B.A. in History and expertise in Microsoft Excel. Looking to leverage my knowledge and experience into a role as Project Manager.

PROFESSIONAL EXPERIENCE

ELITE TECHNICAL RESCUE
Confined Space Rescue Technician
Automotive Industry Site Safety

LIVONIA, MI
September 2015- Present

- Under direction of supervisor from Elite Technical Rescue provide confined space rescue and safety
- Jim Keaton (owner and operator) 734-323-5224

WOODHAVEN FIRE DEPARTMENT
Firefighter Paramedic

Woodhaven, MI
August 2015 – Present

- Respond to Emergency Medical Calls and initiate Basic Life Support or Advance Life Support to patients
- Medical treatment for patient 12 lead EKG's , IV's, Medications
- Respond to Fire Calls under direction of Incident Commander initiate suppression, ventilation, overhaul of fire.
- Hazmat operations
- Monthly Fire and EMS training
- Chief Michael Clark 734-675-4918

RIVERVIEW FIRE DEPARTMENT
Firefighter Paramedic

Riverview, MI
April 2008 – Present

- Respond to Emergency Medical Calls and initiate Basic Life Support or Advance Life Support to patients
- Medical treatment for patient 12 lead EKG's , IV's, Medications
- Respond to Fire Calls under direction of Incident Commander initiate suppression, ventilation, overhaul of fire.
- Hazmat Operations, Pump Operator
- Deputy Chief Pool 734-281-4264

Detroit Fire Department

Detroit, MI
June 1998-2013

- Respond to trauma and medical calls
- Transportation of patients to appropriate medical facility
- Communication with Dispatchers, Police Officers, Firefighters and Command staff
- Chief Sean Larkins 313-596-5180

123 Your Address City, , State, , Zip Code (xxx)-xxx-xxxx your@email.com

EDUCATION

Michigan Academy Emergency Services

New Boston, MI

Paramedic, August 2006

- 12 Lead EKG's, Anatomy and Physiology, Pharmacology, Medical and Trauma Emergencies
- ACLS Certification

Firefighter 1 &, January 2007

- Fire Fighter 1 & 2
- Hazmat Training

Wayne County Community College

Taylor, MI

- AAS Liberal Arts started with a transfer to Schoolcraft College 2007-2008

Schoolcraft College

Livonia, MI

- Transfer AAS Para medicine (2016-Current)
- Environmental Health and Safety

ADDITIONAL SKILLS

- OSHA 30hour General Industry Construction December 2015
- OSHA 10 hour Industrial
- Confined Spaced Rescue Tech
- Confined Space Entry Certificate
- Hazmat Awareness
- Pump Operator



Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 314
Detroit, Michigan 48226

Phone 313•224•9421
Fax 313•628•1164
www.detroitmi.gov

December 4, 2017

Richard Cadoura



Dear Mr./Ms. Cadoura:

RE: Application for – Exam - 2017222403126xx

You have been scheduled to take the Physical Agility Test (PAT) for the Emergency Medical Technician (Basic / Paramedic) position. In order to participate in the PAT you must have a signed, current Medical Clearance from a physician.

This Medical Clearance Form is included with this letter. NO CANDIDATE will be allowed to participate in the PAT without a current Medical Clearance Form signed and dated by a physician.

You are scheduled to participate in the PAT on Thursday, December 7, 2017 at 8:30 am.

Please report to the Fire Department Training Academy, located at 10200 Erwin Street (between Lynch & Grinnell - off Van Dyke) in Detroit, 48208. Parking is available in the front of the Fire Department Training Academy.

YOU MUST BRING WITH YOU TO THE PHYSICAL AGILITY TEST:

- This letter - Admittance Notice
- Your signed medical clearance
- A COPY and the ORIGINAL of your current Driver's License with Chauffeurs' Endorsement (if you don't have one, you must have one by the first day of the Academy – 1/22/2018)
- A COPY and the ORIGINAL of your current State of MI - EMT (Basic / Paramedic) License
- A COPY and the ORIGINAL of your current State of MI - Detroit East Medical Control Authority Certification (DEMCA), (if applicable for Paramedic)
- Bring an Updated Resume
- Bring a COPY of the following - Work Experience Documentation:
 - o two (2) recent check stubs
 - o 2016 W-2
 - o two (2) Reference Letters

Please wear loose fitting and comfortable full-length pants and shirt, along with gym shoes or other comfortable footwear.

Please reply back stating you will be in attendance by contacting me at 313.720.5632 by Wednesday, December 6, 2017.

IF YOU CAN NOT MAKE IT TO THIS EVENT AND WISH TO RE-SCHEDULE, please contact my Administrative Assistant, Lisa Nelson at 313.224.3477.

Sincerely,

Belinda Brown, HR Recruiter II

Human Resources Department 313-224-3477
13-53846-01-00013-6 Filed 08/04/23 Entered 08/04/23 10:44:20 Page 49 of 119



Coleman A. Young Municipal Center
 2 Woodward Avenue, Suite 314
 Detroit, Michigan 48226

Phone 313•224•9421
 Fax 313•628•1164
 www.detroitmi.gov

December 19, 2017

Richard Cadoura



Dear Richard:

The City of Detroit is pleased to extend to you a conditional offer of employment for the position of Emergency Medical Technician (Paramedic) in the Fire Department - EMS Division with a starting rate/salary of \$23.52.

You may accept or decline this offer by responding to this email at brownbel@detroitmi.gov by the expiration date of Friday, December 22, 2017.

This offer is contingent upon your successful completion of a criminal background investigation, driver's license, drug screen and pre-employment medical evaluation.

In order to complete the criminal clearance, we need the following confidential information:

- Phone Number:
- Date of Birth:
- Gender:
- Race:
- Alias/Maiden Name:
- Driver License Number:
- Copy of diploma, degree, or transcripts verifying completion

Failure to provide this information will rescind this offer of employment.

Once we receive your acceptance and the results of your pre-employment medical evaluation, you will receive an email from Employee Services Consultant, Kemia Crosson with your final certification date.

The City of Detroit is an Equal Opportunity Employer. No applicant shall be discriminated against on the basis of race, religion, color, age, gender, national origin, disability, or other criteria prohibited by City, State or Federal law.

If you have any questions, please feel free to contact me at 313.720.5632 and I will be more than happy to discuss the details of this offer.

Sincerely,

Belinda Brown, Recruiter II
 Human Resources Department



Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 314
Detroit, Michigan 48226

Phone 313•224•9421
Fax 313•628•1164
www.detroitmi.gov

January 13, 2018

Richard Cadoura



RE: Application for Paramedic

Dear Mr. Cadoura:

Thank you for your interest in the above referenced position. Your skills and commitment to the City of Detroit were recognized and greatly appreciated.

We regret to inform you that you are no longer considered for selection for the Detroit Fire Department - EMS Division.

If you have any questions, please feel free to contact me at 313.224.3730.

Sincerely,

Belinda Brown
Human Resources Department

RICHARD CADOURA v CITY OF DETROIT
Deposition of Richard Cadoura

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

In the Matter of:

RICHARD CADOURA,

Plaintiff,

vs.

CITY OF DETROIT,

Defendant.

Case No. 20-cv-12986
Hon. Gershwin A. Drain
Magistrate Judge: Anthony P. Patti

_____ /

ZOOM VIDEO CONFERENCE DEPOSITION OF RICHARD CADOURA

Transcript of the deposition taken in the
above-entitled matter by Zoom video conferencing, on
Thursday, January 5, 2023, commencing at or about 10:00 a.m.

APPEARANCES:

For the Plaintiff: CARLA D. AIKENS (P69530)
AUSTEN SHEAROUSE (P84852)
Carla D. Aikens P.L.C.
615 Griswold Street, Suite 709
Detroit, Michigan 48226
844.835.2993
carla@aikenslawfirm.com

For the Defendant: JASON T. MCFARLANE (P73105)
ANDRAE D. SMITH (P69153)
City of Detroit Law Department
2 Woodward Avenue, Suite 500
Detroit, Michigan 48226
313.237.3088/313.237.0548
mcfaj@detroitmi.gov
smithand@detroitmi.gov

REPORTED BY: TAMARA A. O'CONNOR
CSMR-2656, CER-2656



TAMARA A. O'CONNOR

248.882.1331 toconnorrptg@aol.com

RICHARD CADOURA v CITY OF DETROIT
Deposition of Richard Cadoura

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TAMARA A. O'CONNOR

248.882.1331 toconnorrptg@aol.com

RICHARD CADOURA v CITY OF DETROIT
 Deposition of Richard Cadoura

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1 Thursday, January 5, 2023 – 10:00 a.m.
 2 (Deposition taken by Zoom video
 3 conferencing. The term “inaudible” is
 4 used where audio fades out or audio
 5 interference causes testimony to be
 6 unintelligible.)
 7 REPORTER: Please raise your right hand.
 8 Do you solemnly swear to tell the truth, the whole truth
 9 and nothing but the truth?
 10 MR. CADOURA: Yes, ma’am.
 11 REPORTER: Thank you.
 12 MR. MCFARLANE: This is the date and time
 13 set for the deposition of Mr. Cadoura in the lawsuit that
 14 he filed against the City of Detroit and to be used for
 15 all purposes under the Michigan Federal Rules of Civil
 16 Procedure.
 17 RICHARD CADOURA
 18 having been called as a witness, was sworn to testify to
 19 the truth, the whole truth and nothing but the truth, was
 20 examined and testified as follows:
 21 EXAMINATION
 22 BY MR. MCFARLANE:
 23 Q Sir, as this is taken via Zoom, I would ask, are you
 24 alone?
 25 A Yes, sir.

Page 4

1 Q Okay. Nobody else present?
 2 A No, sir.
 3 Q Okay.
 4 A Am I okay or do you want me to center myself a little
 5 better --
 6 Q You’re absolutely fine. I’m not going to fuss over
 7 whether you’re centered or not. It’s all right by me.
 8 Just so you know, when I’m talking, don’t talk over me.
 9 It makes it very hard for the Court Reporter. When I’m
 10 talking, let me finish. I’ll try and let you finish.
 11 I’m sure we’ll screw it up somewhere along the way, but
 12 the less we do it, the better.
 13 If you don’t understand any questions I
 14 ask, just let me know because if you answer, it will seem
 15 like you understood the question.
 16 If you need a break, let us know and we’ll
 17 take a break. Any questions before we start?
 18 A No, sir.
 19 Q What is your full name?
 20 A Richard Najib; N-a-j-i-b. Last name is Cadoura; C-a-d-o-
 21 u-r-a.
 22 Q Have you ever used any other names?
 23 A No.
 24 Q What is your date of birth?
 25 A September 3, 1971.

Page 5

1 Q And what is your current address?
 2 A Current address is 12559 Stoneridge Lane, South Rockford,
 3 Michigan, Apartment 102. I’m sorry. 12559 Stoneridge
 4 Lane, Apartment 102, South Rockford, Michigan 48179. I
 5 haven’t changed it on my Driver’s License yet, but I am
 6 in the process of moving.
 7 Q And I take it based on what you just said, you’re
 8 currently in the process of moving?
 9 A That’s right.
 10 Q Do you live with anybody else?
 11 A No.
 12 Q I would like to start with your employment history.
 13 Prior to working for the City of Detroit, where did you
 14 work?
 15 A Community Ambulance.
 16 Q And when did you start working for Community Ambulance?
 17 A I believe it was probably the summer of '97.
 18 Q And how long did you stay with Community Ambulance?
 19 A I would say probably anywhere between six months and a
 20 year. I was actually working for a few of their
 21 companies. One was a hospital-based company and the other
 22 was a private ambulance company. The other one was
 23 Health Link EMS. It was under the same parent company.
 24 I worked part-time for both and then when I received my
 25 letter to work for the City of Detroit, I obtained

Page 6

1 residency in the City which was a requirement of
 2 employment and then I resigned after the, well, two weeks
 3 before the academy started. So we were supposed to start
 4 June 8, 1998.
 5 I resigned from both jobs two weeks prior.
 6 Q And then you came to the City of Detroit. Is that
 7 correct?
 8 A That’s correct.
 9 Q And what title did you hold at the City of Detroit?
 10 A They called it back then, it still could be true today,
 11 it was EMMT which was an Emergency Mobile Medical
 12 Technician.
 13 Q Did you hold any other titles with the City?
 14 A No.
 15 Q Okay. And when did you leave the City?
 16 A It was June 7th, 2013.
 17 Q And why did you leave?
 18 A I was working, you know, my regular shift with the
 19 regular partner that I had and before I made the decision
 20 to leave, I was brought before one of the HR personnel
 21 with then Chief Gerald James and we had a meeting.
 22 Apparently, they had some issue with, they
 23 said that I couldn’t be clean shaven every day and I told
 24 them, you know, that was never an issue before. Why is
 25 it becoming an issue now and it became apparent that I

3 (Pages 3 to 6)

RICHARD CADOURA v CITY OF DETROIT
Deposition of Richard Cadoura

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1 didn't want to be discharged because they told me in that
 2 meeting that if things didn't change, then I would be
 3 subject to a discharge and I didn't want to be discharged
 4 from there.
 5 Q And so you resigned?
 6 A That's correct.
 7 Q Prior to your resignation did you have any pending
 8 discipline?
 9 A That's correct.
 10 Q And do you recall what that pending discipline was?
 11 A There was a lot. I couldn't really specify one over the
 12 other. You are talking about the most recent ones that
 13 led up to me resigning?
 14 Q If you have some in mind, I'd like to hear them, yeah.
 15 A They took issue with the fact that a camera crew was
 16 following us around. The Commissioner at the time, James
 17 Mack, stated that our times were consistent with the
 18 national average which was 12 minutes and it wasn't true,
 19 so a camera crew was following us around and they
 20 documented the fact that it wasn't correct and put the
 21 City in the public eye and everybody was focused on that
 22 and then I started receiving a lot of discipline.
 23 Q When was this camera crew following you around?
 24 A Sometime in the summer of 2008.
 25 Q Okay. And do you recall any specific discipline that you

Page 8

1 had that was still pending when you resigned?
 2 A All of it.
 3 Q All of it?
 4 A That's correct.
 5 Q None of your discipline went to Trial Board?
 6 A No.
 7 Q Did you appeal all of your discipline?
 8 A We were in the process of switching unions at the time
 9 from Operating Engineers to the POAM which is the Police
 10 Officers Association of Michigan and they stated that the
 11 discipline that I had currently would transfer over and
 12 POAM would assume responsibility for it and I never
 13 received a Trial Board for any of it.
 14 Q Do you recall a discipline for telling your supervisor to
 15 go to your truck and fuck off?
 16 A I remember that.
 17 Q Okay. And did you write a statement in that discipline,
 18 your own handwritten statement?
 19 A I don't recall.
 20 Q Did you tell your supervisor to fuck off?
 21 A Yes, I did.
 22 Q And why did you do that?
 23 A If you could bear with me, we were responding to a call
 24 on the freeway where a person was ejected out of the
 25 vehicle. There was a massive backup in traffic on the

Page 9

1 expressway, so we had to take a different route.
 2 When we arrived on scene, we found the
 3 person who was barely breathing and he was coughing up
 4 blood and his sister was sitting off to the side and she
 5 was crying hysterically and the firemen that were there
 6 were upset because it took us so long to get there. They
 7 actually responded first and we loaded him up into the
 8 ambulance and some doctor happened to be there on the
 9 side of the freeway and wanted to assist and he asked if
 10 he could ride in the ambulance.
 11 My Lieutenant at the time stated that he
 12 could, so we transported him to Detroit Receiving and
 13 then when we delivered care over to the staff, one of the
 14 staff members pointed out that I had blood or some tissue
 15 from the patient on my shirt and I went to go take it off
 16 so I could put it in a biohazard bag and as I was coming
 17 outside, Lieutenant John Sablowski was talking to my
 18 partner who was Jeff Sebree at the time.
 19 I asked him if there was something wrong
 20 and he said he was conducting an inquiry about a patient
 21 abandonment and when I asked him what he was implying, he
 22 said that you left the girl there and didn't make sure
 23 that she was attended to.
 24 Well, there was an EMS lieutenant on scene
 25 and I was in the back attending to the patient and Jeff

Page 10

1 Sebree who was my partner, he's also an EMT, stated that
 2 the other ambulance was there because we called for more
 3 resources. He told him through the window that the girl
 4 was sitting off to the side of the road and that we would
 5 be leaving. There was an EMS Lieutenant there. He
 6 understood exactly what was happened and we transported.
 7 When we got to the hospital, he was
 8 conducting an inquiry for some allegedly abandonment and
 9 he tried to talk to my partner and I told him if you're
 10 trying to imply any discipline or any investigation that
 11 could lead to discipline, I'm invoking my Weingarten
 12 rights as well as for Mr. Sebree because I don't know
 13 where you're going with this.
 14 I don't even know where the charge was
 15 actually initiated from. I believe it was from then
 16 Captain (inaudible) James, which was Chief Gerald James'
 17 wife. She was also an administrative officer and the
 18 Lieutenant got mad because I wouldn't answer any of his
 19 questions which was not being insubordinate.
 20 I invoked my Weingarten rights. I didn't
 21 want to speak until I talked to a Union representative
 22 based on what the issue was. Then as I was walking away,
 23 the Lieutenant focused his attention on the fact that I
 24 wasn't wearing my duty shirt and I told him that it had
 25 blood on it and he told me, "I don't care. You put it

4 (Pages 7 to 10)

RICHARD CADOURA v CITY OF DETROIT
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1 back on. I'm ordering you to put it back on."
 2 I said, "It's contaminated and I'm not
 3 doing it," and he started to come towards me. This is a
 4 Lieutenant that I worked with when he was a paramedic on
 5 the ambulance. I worked with him on multiple occasions
 6 and we had a good working relationship.
 7 I couldn't understand what was going on at
 8 this particular time, but there was some urgency for him
 9 to start something and the situation got heated and I did
 10 say it. I was disappointed in the fact that he was one
 11 of my commanding officers and somebody that I had respect
 12 for and for him to imply that I would put on a bloody
 13 soaked shirt to me was just with, all due respect, bad
 14 judgment on his part.
 15 Q Understood. I'm going to show you a document that I'll
 16 have marked as Exhibit 1.
 17 (At 10:12 a.m., Defendant's
 18 Exhibit 1 marked)
 19 Q (By Mr. McFarlane) Can you see that document, sir?
 20 A Yeah.
 21 Q Does this look familiar?
 22 A Yeah.
 23 Q Okay. Are you aware if you wrote this?
 24 A That's correct. That's my signature.
 25 Q Okay. So would this be your statement regarding that

Page 12

1 altercation?
 2 A That's correct.
 3 Q Okay. Thank you. Is there any other specific discipline
 4 that you remember that was pending when you resigned?
 5 A As a result of the media story, I did have my shirt
 6 untucked for a brief moment when I was on camera. I was
 7 called in by Assistant Superintendent Joe Wilson and I
 8 believe I received a 48-hour suspension for that.
 9 Q Did you serve that suspension?
 10 A I don't recall. I probably did.
 11 Q When you resigned from the City of Detroit, were you
 12 eligible to collect a pension?
 13 A At the time I wasn't sure because the City was on the
 14 verge of bankruptcy prior to me leaving, so I wasn't sure
 15 what that would entail after.
 16 Q Did you ever receive any pension payments from the City
 17 of Detroit?
 18 A If I did, I would be eligible this year. This would be
 19 my 25th year of service.
 20 Q Speaking of the bankruptcy, are you aware if – okay, so
 21 let's go back. So prior to your resignation you had a
 22 lawsuit against the City of Detroit. Is that correct?
 23 A Say that one more time.
 24 Q Prior to your resignation did you have a lawsuit against
 25 the City of Detroit?

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1 A That's correct.
 2 Q And when was that lawsuit filed?
 3 A About probably by Norm Yatooma probably sometime probably
 4 2008 maybe when all the issues started happening.
 5 Q And what were you alleging in that lawsuit?
 6 A I don't recall. There were some documents, you know,
 7 that they presented. It was part of a class action.
 8 There were several other participants that were involved.
 9 Then Lieutenant Mike Kearns was involved. Lieutenant
 10 Mike Christy was involved and then there were probably
 11 several other people.
 12 Q And what happened with that lawsuit?
 13 A At the time that the City was filing for bankruptcy, the
 14 attorney, Elias Muwad, called me and said that the City
 15 was filing for bankruptcy, so whatever settlement I would
 16 get, it would be pennies on the dollar and that he could
 17 no longer represent me, so I called the City of Detroit
 18 Law Department and spoke with Letitia Jones and she asked
 19 me – I told her that I'm no longer represented by Counsel
 20 and she hung up on me.
 21 Q Did you or your attorney at the time file a claim with
 22 the bankruptcy court?
 23 A No. To my knowledge, no.
 24 Q Not that you know of. Okay. Do you know what happened
 25 within the bankruptcy court regarding your lawsuit?

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1 A No.
 2 Q Did your attorney ever inform you about any filings
 3 within the bankruptcy court regarding your lawsuit?
 4 A No. Not to my knowledge.
 5 Q So after you resigned from the City of Detroit, where did
 6 you go next?
 7 A At the time, I was currently working with the Riverview
 8 Fire Department. It was part-time employment.
 9 Q And when did you begin working for Riverview?
 10 A When I became a paramedic.
 11 Q And do you know what year that was?
 12 A It was I believe in the beginning of 2008.
 13 Q So from 2008 to 2013 you were working part-time with
 14 Riverview?
 15 A That's correct.
 16 Q And you said how many hours were you doing at that point?
 17 A The required minimum of part-time. I think at that time
 18 it was required to work either 48 or 54 hours a month.
 19 Q And how many hours were you working at the City of
 20 Detroit?
 21 A The standard which was 84 hours bi-weekly.
 22 Q So bi-weekly.
 23 A With option of overtime. I mean, they had a lot of
 24 vacancies to fill.
 25 Q When you resigned from the City did you maintain part-

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1 time at Riverview or did you go full-time?
 2 A They were part-time. Also, I was working at Harper
 3 Hospital as a contingent EMT.
 4 Q Harper Hospital, and when did you start working there?
 5 A I want to say probably 2004 to 2008, so right around the
 6 time, I believe, when I got my paramedics license. Right
 7 around that time.
 8 Q How many hours did you put in at Harper Hospital?
 9 A It was contingent employment, so I was only required to
 10 work eight hours a month. I sometimes would work no more
 11 than 24 hours a week.
 12 Q When did you or have you separated from employment with
 13 Riverview?
 14 A Yes, I have.
 15 Q Okay. And when was that?
 16 A 2015.
 17 Q And why did you leave Riverview?
 18 A I was discharged.
 19 Q And what were you discharged for?
 20 A I actually don't know. There were a list of charges that
 21 were applied. They didn't specify any specific one.
 22 Q What was the list of charges that you can recall?
 23 A I guess I had a disagreement. I'll answer your question
 24 first. I believe it was insubordination was one and they
 25 said that I was recording some meetings without prior

Page 16

1 authorization, that I was - a couple other things. I
 2 don't have a list. There's probably about 25 or so
 3 things.
 4 The Police Chief at the time, he was the
 5 Public Safety Director and he didn't really oversee the
 6 Fire Department. He was mainly overseeing the Police
 7 Department and he had an Assistant Chief at the time.
 8 His name was Michael Pool.
 9 He was just there to take care of
 10 administrative issues. When it came to discipline, it
 11 would come from the Public Safety Director.
 12 Q And is that who disciplined you?
 13 A That's correct.
 14 Q And were you in a union at Riverview?
 15 A That's correct.
 16 Q And what was the name of that union?
 17 A I believe it was AFSCME, I believe.
 18 Q Was it a Local or just the overarching AFSCME Union?
 19 A No, it was a Local. I don't recall the Local number
 20 itself.
 21 Q Did you appeal your discharge?
 22 A I did, because I was the elected Vice-President of our
 23 Local.
 24 Q And what was the result of that grievance?
 25 A I was returned back to duty.

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1 Q And did you stay with Riverview at that point?
 2 A For about a year.
 3 Q And then you said you left in 2015?
 4 A No.
 5 Q When did you leave?
 6 A I believe it was probably 2018.
 7 Q 2018. Why did you leave in 2018?
 8 A I was discharged a second time.
 9 Q Okay. And what was that discharge?
 10 A Again, it was from the same person, Cliff Rosbohn. Well,
 11 no. I take that back. They had appointed a Fire Chief.
 12 Q And who was that?
 13 A I'm trying to think of his name. I can't recall.
 14 Q And what were the charges?
 15 A A few that were pending. I don't recall.
 16 Q And did you grieve it?
 17 A No.
 18 Q Why not?
 19 A I settled with the Department.
 20 Q And when you say "settled," had you filed a lawsuit?
 21 A That's correct.
 22 Q And when did you file that lawsuit?
 23 A I don't recall. Around the time possibly when I was
 24 discharged the first time.
 25 Q Do you recall when your last day of employment with

Page 18

1 Riverview was?
 2 A That I couldn't tell you. It was probably the last full
 3 day that I worked was the day that I was suspended and
 4 then I received the termination letter in the mail.
 5 Q Was that before or after you applied to the City of
 6 Detroit for the second time?
 7 A Actually, I applied before that. I applied for
 8 reinstatement prior to going through the application
 9 process. I believe it was back in 2017.
 10 Q And what was the result of your reinstatement request?
 11 A I never heard anything back. I actually went to Fire
 12 Department Headquarters which was located, I believe, on
 13 Michigan and Third. It was the old MGM Grand Casino
 14 building and I had spoken with the superintendent, Shawn
 15 Larkins.
 16 Q Okay.
 17 A I had worked with him for several years on the ambulance
 18 at different stations. I had a good relationship with
 19 him. Somebody told me that I could call him and then
 20 when he stated that I could come down there and talk to
 21 him, I made an appointment and then I was able to pass
 22 through security and then he met me downstairs and walked
 23 me back upstairs and we had a little talk.
 24 He asked me how things were going since I
 25 left and I said, "Well, you know, a lot of things

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1 happened as a result of the Detroit story and the
 2 controversy and everything that was going on that some of
 3 my current employers weren't too happy about that."
 4 I said, "You know, I probably never should have left."
 5 So he had somebody come down from Fire Department HR and
 6 I want to say I believe her name was Kemia. Kemia Brown,
 7 possibly.
 8 Q If I said Kemia Crosson, would that --
 9 A Kemia Crosson. There we go, and then he handed me a
 10 reinstatement letter. I filled it out and Ms. Crosson
 11 you said is her name?
 12 Q I don't know if that's who you spoke to, but there is a
 13 Kemia Crosson that I'm aware of that works in Fire from
 14 HR, so I'm just asking if that's her. If you don't
 15 recall, that's okay.
 16 A She came downstairs and I handed her the letter, the
 17 reinstatement letter, which usually when you fill out
 18 documentation, they're required to make copies and then
 19 issue one of them back to you and then they keep two.
 20 It's always been Fire Department standard that they give
 21 you some kind of documentation from, you know, whatever
 22 meeting you had or whatever documents you submitted.
 23 I never received anything and I never
 24 heard anything back.
 25 Q And then at some point did you apply for a position at

Page 20

1 the City of Detroit after that?
 2 A That's correct.
 3 Q Okay. And what position did you apply for?
 4 A At the time, they said that I could apply for a paramedic
 5 position at the City of Detroit.
 6 Q And do you know when you applied?
 7 A I'm sorry?
 8 Q Do you know when you applied?
 9 A No, shortly after that. Probably sometime in late maybe
 10 the middle 2017, late 2017.
 11 Q And after you applied did you hear back?
 12 A That's correct. The point of contact that I had was back
 13 then he was Assistant Chief, Raymond Birch. I had spoken
 14 to him on the phone and he said that the City was eager
 15 to bring back technicians that had a lot of experience
 16 that could mentor a lot of the younger group that were
 17 hiring in.
 18 I told him that I was interested and then
 19 I applied, so he was my point of contact from that point.
 20 Q And did you get a job offer from the City?
 21 A After the process was completed, I was contacted by text
 22 message from the HR Director, Ms. Brown. She sent me a
 23 text message saying -- it was either email or text message
 24 that said that I was offered the position and upon
 25 accepting it, I could resign from my current employment

Page 21

1 because I would be returning back to the City of Detroit.
 2 Q Okay. And you said Ms. Brown was the HR Director?
 3 A I didn't know exactly her position if she was part of
 4 Fire Department HR or if she was general City HR. At the
 5 time I didn't know.
 6 Q So you're not sure if she's an HR Director or not?
 7 A She was.
 8 Q Okay.
 9 A To my understanding.
 10 Q Did you have any other communications with Ms. Brown at
 11 that time other than the text message?
 12 A We spoke on the phone.
 13 Q And when did you speak to her on the phone?
 14 A Well, in the text message that I received. It was after
 15 Assistant Chief Raymond Birch passed away. The day after
 16 I was interviewed, he passed away and then I attended his
 17 funeral and then about a week later possibly, I received
 18 a text message asking if I could call her. This is Ms.
 19 Brown.
 20 I called her and she stated that they
 21 would have to withdraw their offer of position as
 22 paramedic with the City of Detroit Fire Department.
 23 Q And did she state anything else?
 24 A She stated that apparently they reviewed my employee file
 25 and that it stated that I was discharged and placed on a

Page 22

1 Do Not Rehire List.
 2 With all due respect, Counsel, is it okay
 3 if I sip on something so that I can keep my throat clear?
 4 Q Absolutely. Go for it.
 5 A All right. Thank you. Did you want me to finish that?
 6 Q Yeah, go ahead.
 7 A So around the time when they were doing the physical
 8 agility test which is the physical portion of the
 9 requirement to enter into employment with the City of
 10 Detroit Fire Department EMS Division, at the time I was
 11 talking with Ms. Brown there and she stated to me, "Mr.
 12 Cadoura, you have a look of concern on your face."
 13 I said, "Honestly," I said, "it's kind of
 14 a surprise that I'm actually, you know, being considered
 15 to come back for reemployment with the City." I said, "I
 16 received a lot of discipline in the past and I thought
 17 that that would be an issue."
 18 She said that my 15 years of service or
 19 just one day shy of 15 years, she said, "Your service
 20 record will weigh heavily on your return. You spent a
 21 lot of years with the City of Detroit Fire Department and
 22 that would weigh heavily."
 23 They gave me some sense of reassurance. The
 24 vibe that I got from then Assistant Chief Joe Barney, he
 25 just seemed like he was distant, didn't really say much,

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1 couldn't understand. I worked with him, you know, for
 2 many years. There were no issues that I could remember
 3 and then after that when I spoke to her, I said, that
 4 night that she called me to tell me that I wasn't going
 5 to be able to come back, and she told me that I was
 6 discharged and I said, "I wrote a resignation letter and
 7 it was acknowledged and then they paid me out for my time
 8 several months later."
 9 I was not aware of any discharge from
 10 employment and she said that on my exit interview, they
 11 stated that I was recommended to not be rehired. I told
 12 her that I never received an exit interview. She stated
 13 that it was mandatory that I receive an exit interview
 14 because at that point is when they tell you if you're
 15 eligible for rehire in the future or if you're not.
 16 She said at the time, I said, "So if I was
 17 discharged from the Fire Department, then I would have to
 18 have a show cause hearing as to why I was being
 19 discharged. There had to have been some discipline that
 20 preceded that."
 21 She told me that she thought that she said
 22 too much and hung up.
 23 Q And that was the last conversation you had with Ms.
 24 Brown?
 25 A That's correct.

Page 24

1 Q And did you receive – I want to go over some documents.
 2 Did you ever receive a letter from the City regarding an
 3 offer of employment?
 4 A I believe I did.
 5 Q Let me show you what I'll have marked as Exhibit 2.
 6 (At 10:34 a.m., Defendant's
 7 Exhibit 2 marked)
 8 Q (By Mr. McFarlane) Does this document look familiar?
 9 A That's correct.
 10 Q And do you recall receiving this?
 11 A I don't recall.
 12 Q Do you recall responding to the City and providing your
 13 name, date of birth, and Driver's License and the other
 14 information requested?
 15 A That's correct.
 16 Q So you did provide that information to the City?
 17 A To my recollection, yes.
 18 Q Do you recall receiving a letter to go to the physical
 19 agility test?
 20 A That's correct.
 21 Q I'm going to show you what I'll have marked as Exhibit 3.
 22 (At 10:35 a.m., Defendant's
 23 Exhibit 3 marked)
 24 Q (By Mr. McFarlane) And do you recall receiving this
 25 letter?

Page 25

1 A I don't recall. Are you saying email?
 2 Q Do you got an email you said?
 3 A No. With all due respect, I'm asking is this an email or
 4 was this a hard copy letter that they mailed?
 5 A I have a copy of and the blacked out portion on the top
 6 is your address. We've redacted that in discovery, but
 7 as far as I can tell, this is a letter addressed to you
 8 that was in your personnel file. I'm just trying to
 9 verify if you recall receiving it?
 10 A Possibly, but I don't recall.
 11 Q Okay. And do you know when you attended the physical
 12 ability test?
 13 A I believe I read in there that it said that it was
 14 December 7th.
 15 Q Does that seem accurate?
 16 A I would say yes. I mean, I don't recall exactly, but if
 17 that was the date, I did attend.
 18 Q And do you recall receiving a letter from the City
 19 informing you that you were no longer being considered
 20 for employment?
 21 A I don't recall receiving that.
 22 Q I'll share with you what will be marked, I think I'm on
 23 Exhibit 4.
 24 (At 10:37 a.m., Defendant's
 25 Exhibit 4 marked)

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1 Q (By Mr. McFarlane) Do you recall this document?
 2 A No, I don't recall.
 3 Q Do you know when you spoke to Ms. Brown when she informed
 4 you that you were no longer being considered for
 5 employment?
 6 A I received a text message stating when the academy was
 7 going to start which was January 2nd of 2018. It was
 8 prior to, I believe, the first of the year.
 9 Q Prior to the first of the year.
 10 A It may have been. I believe it was just about two weeks
 11 outside of when the academy was supposed to start.
 12 Q And at that time were you still employed by Riverview?
 13 A No.
 14 Q So at the end of 2017 you were no longer employed by
 15 Riverview?
 16 A That's correct.
 17 Q I thought earlier you told me you were still at Riverview
 18 in 2018?
 19 A At the time that I applied I was just in the process of
 20 being reinstated, so I wasn't at the time employed. I
 21 started sometime probably in the beginning of 2018, so
 22 right around that time, but at the time the decision was
 23 made for me to go to the City of Detroit, I was in the
 24 process of – there was a delay from sometime, I believe,
 25 in October until like the first of the year for me to be

8 (Pages 23 to 26)

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1 reinstated, so there was a time when I did receive
 2 information from the Arbitrator and there was some kind
 3 of delay about returning me back.
 4 Q Do you know the return to work date?
 5 A I believe it was – no, I don't.
 6 Q Okay. Was it early, mid-January, late January?
 7 A I think it was the beginning of January.
 8 Q When you were reinstated, did you receive any back pay
 9 award?
 10 A No.
 11 Q You were reinstated, no back pay?
 12 A In the Arbitrator's ruling, he believed that I was off
 13 for 16 months. He believed that a two-month suspension
 14 would have been appropriate instead of discharge and the
 15 Union declined to pursue the back pay.
 16 Q Did you have any other employment other than the ones
 17 we've spoken about?
 18 A Yes, I did.
 19 Q Okay. What other employers did you work for?
 20 A The City of Woodhaven.
 21 Q And when did you work for the City of Woodhaven?
 22 A I believe it was August 27, 2015.
 23 Q Okay. Until when?
 24 A I would say probably two months ago.
 25 Q So that would be November-ish of 2022?

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1 A October or November.
 2 Q October or November of 2022. Okay.
 3 A That's correct.
 4 Q And why did you leave Woodhaven?
 5 A Discharged.
 6 Q And what were you discharged for from the City of
 7 Woodhaven?
 8 A I contested their promotional process. I stated to them
 9 that – there was a new Chief appointed. He was a
 10 Captain, Brad Miles. He was promoted to Chief and in
 11 their contract, the previous one, stated that they would
 12 use seniority as a means of promotion. I was the senior
 13 paramedic fireman.
 14 They switched unions and either that
 15 language was removed. The City Manager who I had issues
 16 with in the past wanted the seniority element to be
 17 removed. They initiated some testing, written testing. I
 18 took the test. I complied with all the requirements.
 19 They were upset that I was concerned about the process
 20 that they were using and then I did the interview.
 21 They said that I scored the highest on the
 22 interview. I don't recall seeing my test scores.
 23 Everybody else knew what my test scores were but me, and
 24 I was discharged.
 25 Q And were there any specific charges drafted against you

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1 or were you just discharged?
 2 A They said that there was a comment that I made to a
 3 female firefighter that was on probation.
 4 Q And what comment did they allege that you made to a
 5 female probationary employee?
 6 A I don't recall because I didn't see any specific
 7 statement that she wrote. They paraphrased some things
 8 and then pursuant to her interview, they interviewed
 9 several other female firefighters. Some of them were my
 10 superiors and whatever issues they brought up, it was
 11 unbeknownst to me that there was any kind of problem
 12 because it was never brought up to me.
 13 Q When they discharged you did they provide you either an
 14 investigation or a fact sheet or anything tell you why
 15 you were being discharged?
 16 A It was an unsworn meeting. It was a Garrity hearing the
 17 first one which I had Union representation there and I
 18 was told before, the day before that I was suspended by
 19 Mr. Kyle Fowle who was also an employee with the City of
 20 Detroit Fire Department at the time —
 21 REPORTER: The last name, please?
 22 THE WITNESS: Fowle; F-o-w-l-e.
 23 REPORTER: Thank you.
 24 Q (By Mr. McFarlane) You said he was a City employee as
 25 well?

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1 A That's correct. He at the time separated from Detroit to
 2 pursue employment with the City of Livonia.
 3 Q So he was a former City employee that was going to
 4 Livonia?
 5 A Permanent. That's correct. He was the one that was
 6 instrumental in putting myself and Assistant Chief
 7 Raymond Birch at the time in contact.
 8 Q Okay. Do you know when he left the City of Detroit?
 9 A I don't recall.
 10 Q Okay. So you had a Garrity Interview. What happened
 11 after the Garrity Interview?
 12 A They informed me that I was going to have a Loudermill
 13 Hearing.
 14 Q Did that hearing go forward?
 15 A I'm sorry?
 16 A Did that hearing go forward?
 17 A That's correct.
 18 Q And when did that hearing go forward?
 19 A I don't recall when the date was. It was probably a
 20 couple weeks after the Garrity.
 21 Q And then what happened at the Loudermill Hearing?
 22 A They just told me the person who was conducting the
 23 meeting which was not the City Manager, I really don't
 24 know who he was. He just told me that they didn't
 25 believe anything I had to say and that concluded the

9 (Pages 27 to 30)

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1 meeting.

2 Q Did you ever receive written charges?

3 A No.

4 Q No. Did you appeal the discipline?

5 A The Union sent me an email. At first, they had a

6 representative from the Union. I can't remember his

7 name. He was a retired policeman with the City of

8 Woodhaven that somehow he managed to become our

9 bargaining agent for same city that he retired from and

10 he left the Union, so I had no representation and then at

11 the time I was told by the full-time Union representative

12 that Gerald James would be overseeing my case with the

13 City of Woodhaven.

14 Q Did Gerald James work for the City of Woodhaven?

15 A No. He was a representative with the Michigan

16 Association of Fire Fighters.

17 Q And what did they have to do with your Union procedure,

18 if you know?

19 A Because it was a discharge and I don't recall seeing what

20 the process was, my understanding is that I was

21 represented by the business agent for the Union and

22 because he left, they were going to have Gerald James

23 look at it and he was going to look into the matter and

24 then they abruptly turned it over to somebody else which

25 I don't remember what his name is.

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1 Q So it went from Gerald James to somebody else?

2 A That's correct.

3 Q What Union were you in at Woodhaven?

4 A The Michigan Association of Fire Fighters.

5 Q Do you know how the Hearing Officer – I don't know if

6 that's the right term. Are they called Hearing Officers?

7 Do you know what they're called that oversee the

8 discipline cases?

9 A To my understanding, they're referred to as a business

10 agent.

11 Q So Gerald James would have been the business agent?

12 A I don't know what his title is there, but he was assuming

13 the role.

14 Q Okay. And do you know how the business agent position

15 is, like, are there more than one business agent?

16 A I have no idea what their organizational structure is.

17 Q And for your Union was there a Local or was it just

18 Michigan Association of Fire Fighters?

19 A It was a Local.

20 Q And do you know your Local?

21 A I don't recall what the number was.

22 Q Okay. And so then it went from Gerald James to somebody

23 else and you said you don't recall that individual's

24 name. Correct?

25 A That's correct. I met him one time. It was another

Page 33

1 hearing that they had. I don't remember what they called

2 it. It was another meeting.

3 Q And what happened at that meeting?

4 A The gentleman that was my representative said that we're

5 going to tell them that their allegations are baseless,

6 that there's nothing to support whatever their

7 allegations are and that we're going to proceed through

8 the process.

9 Q Is that process still ongoing or is it concluded?

10 A No. I received a letter from the Union stating that they

11 were not going to pursue the grievance.

12 Q And when did you receive that letter?

13 A It was an email.

14 Q Do you know when you received that?

15 A Probably about three weeks ago.

16 Q And is there any appeal process or is that the end of the

17 grievance procedure?

18 A I thought about contacting the Michigan Employment

19 Relations Commission to challenge the Union's decision

20 and the Employer's decision to terminate initially.

21 Q And did you contact MERC?

22 A Not yet.

23 Q So is that something you're still considering?

24 A I've have issues with this Union before when I was

25 working with the City of Flat Rock which was in between

Page 34

1 Riverview and Woodhaven.

2 Q Let's talk about you said City of Flat Rock?

3 A That's correct.

4 Q And when did you work for the City of Flat Rock?

5 A Around the time that I was discharged from Riverview. I

6 would say probably 2016.

7 Q And when did you leave the City of Flat Rock?

8 A I was there for pretty much the duration of the time that

9 I was terminated from Riverview, so around the time when

10 I think it was the summer or the fall of 2017.

11 Q So did you leave Flat Rock when you went back to

12 Riverview?

13 A No. I was actually maintaining employment with three

14 departments.

15 Q So you maintained employment with Flat Rock while still

16 at Riverview?

17 A When I was coming back to Riverview.

18 Q Are you still working with Flat Rock?

19 A No.

20 Q Do you know when that employment relationship ended?

21 A I want to say I know they weren't happy with the fact

22 that I told them that I was returning to Detroit, that I

23 was pursuing returning back to the City of Detroit. I

24 want to say, you know, honestly, I don't recall the exact

25 date.

10 (Pages 31 to 34)

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1 Q Can you give me a year; 2017, 2018?
 2 A Probably 2018.
 3 Q And why did you leave the City of Flat Rock?
 4 A I was supposed to come off probation the preceding year
 5 which was 2017 on or about December 6th or 7th. I made
 6 an agreement to have a 12-month probation. At that time,
 7 I would come off probation and be on the roster as a
 8 part-time fireman/paramedic.
 9 My probation was extended, but it was
 10 never articulated to me why and the Union declined to
 11 file a grievance to force the city to decide if I was
 12 going to be coming off probation or not. After returning
 13 from a call where a seven year old was unresponsive in a
 14 mobile home park, there was some issue with the response
 15 time and the next day I was interviewed by the Assistant
 16 Chief who was assuming the role of the Chief because the
 17 current Chief Vack, V-a-c-k, William Vack, was on medical
 18 and the then Chief who is now the Mayor was assuming the
 19 role of the Fire Chief and terminated my employment as a
 20 result of their investigation about the call.
 21 Q And go ahead. You said it was alleged. What was the
 22 allegation?
 23 A That I was encouraging the woman to file a complaint
 24 against the city for the poor response time which I
 25 didn't do.

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1 Q And did you receive written discipline in that case?
 2 A I heard that there was some complaint that a Sergeant
 3 made about insubordination. I never seen anything, but
 4 it implied that we didn't do our station duties prior to
 5 the shift change which he was assuming command of the
 6 shift and the person who was in charge was a lower
 7 licensed level than me, but because of his seniority,
 8 that put him in charge and told we needed to do the
 9 duties and he found something better to do.
 10 Then when there was an issue about why
 11 those duties weren't done, I told him that he could just
 12 talk to the duty officer and he declined. He wanted to
 13 hear it from me and I told him I was working on my EMS
 14 report and that's what my delay was and he didn't like
 15 the answer I gave him.
 16 Q Did you have a partner on that run?
 17 A That's correct.
 18 Q And was your partner disciplined?
 19 A No.
 20 Q Were you in a Union at Flat Rock?
 21 A That's correct.
 22 Q And what was that Union?
 23 A Michigan Association of Fire Fighters.
 24 Q And did you appeal that discharge?
 25 A At the time, Joe O'Connor was the business agent for the

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1 Flat Rock Fire Department and when I asked fire fighter
 2 Tim Webb who was the Union President for our Local, he
 3 said that I would have to talk to Mr. O'Connor about it
 4 and when I spoke to him, Mr. O'Connor, I said, "You know,
 5 I went through a lot with this department with harassment
 6 and changing the guidelines to complete probation and all
 7 the other things that happened during my employment
 8 there, including comments that were made and things that
 9 were said that were outrageous."
 10 He stated to me, "Why would you want to
 11 work for a department like that anyway," which to me it
 12 didn't seem like, my perception is that they weren't
 13 going to pursue any grievance for the discharge.
 14 Q So for their grievance process would you have to file a
 15 grievance or is it the Union's choice?
 16 A To my understanding, it's the Union's choice if they're
 17 going to pursue filing a grievance.
 18 Q And did they pursue filing a grievance in that case?
 19 A No.
 20 Q So you were discharged from Flat Rock. Did anything
 21 occur after that?
 22 A Could you repeat that?
 23 Q After you were discharged from Flat Rock, did you have
 24 any other interaction with Flat Rock?
 25 A I had a lawsuit pending after my discharge.

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1 Q Okay. And what were the claims in that lawsuit?
 2 A Well, the Fire Department was operating with expired
 3 equipment which I repeatedly reported and the day after
 4 my discharge, two people were murdered in the community
 5 and the response was from an ambulance that had under-
 6 licensed personnel in an ambulance that was set up for
 7 advanced life support and their concern was that I was
 8 going to report it to the State if they didn't make those
 9 changes. I had done - I'm sorry. Your question?
 10 Q No, go ahead. You can continue. I didn't mean to cut
 11 you off.
 12 A I just took issues with the department as an operator
 13 from the standpoint that I was reporting expired
 14 equipment as well as working with under-licensed staff
 15 doing procedures that were not in their scope of practice
 16 and I was uncomfortable with the fact that they were
 17 doing these procedures and then they would transfer care
 18 to me which I would essentially take the person to the
 19 hospital and have to explain, you know, what they did
 20 prior to me getting there and so on and so forth and I
 21 just kept raising the issue that at some point I wasn't
 22 trying to make decisions there for them, but I think that
 23 some other Commander made some poor decisions as far as
 24 transferring care to lower licensed personnel which
 25 they're not supposed to do and just different things like

11 (Pages 35 to 38)

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1 that and then they just wanted me to explain it and I
 2 just didn't feel comfortable doing it.
 3 Q And what was the result of that lawsuit?
 4 A It was settled.
 5 Q And when was that lawsuit settled?
 6 A Officially, I don't know.
 7 Q Was it recently or a few years ago?
 8 A Recently.
 9 Q So would it be the last year or the year before?
 10 A This year.
 11 Q This year. So 2022 or 2023?
 12 A I stand corrected. It was 2022.
 13 Q I just want to make sure. One of those odd situations
 14 where that's actually relevant today, five days ago.
 15 A I just want to state if I can to the attorney that my
 16 employment with Flat Rock, the City of Flat Rock, was
 17 quite contentious because the first day that I started
 18 there, one of the Sergeants, Ray Rich, approached me and
 19 said, he stated, "I don't like what you did in the City
 20 of Detroit and I don't like what you did in Riverview and
 21 I'm not going to tolerate any of that here. If I feel
 22 that you're going to do any of those things, you're going
 23 to be out of here."
 24 Q Go ahead. I'm just going to ask, who's Ray did you say
 25 Rick or Rich?

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1 A Rich; R-i-c-h.
 2 Q And who is that?
 3 A He was a Sergeant with the Flat Rock Fire Department. I
 4 never had any interactions with him outside of that.
 5 Q Was he your Sergeant?
 6 A He was one of the command officers that was there, not
 7 directly over me that particular day. I believe I was
 8 there to secure some equipment, you know, like PPE they
 9 call it, Personal Protective Equipment, to start
 10 responding to calls and uniforms and so on.
 11 Q And you said you had no interaction with him after that
 12 date?
 13 A That particular day, but as I would come in from home
 14 responding to calls, I would have direct interaction with
 15 him until they put me on shift which happened about six
 16 months. With all due respect, there seemed to be some
 17 theme where even with my employment with the City of
 18 Detroit that there was an issue with response times and
 19 personnel and other issues as far as, you know, the
 20 ambulances running, are they equipped to run, were there
 21 enough, were they available, and the issue with Riverview
 22 was the fact that they were concerned about if I was
 23 going to be able to dedicate a time because they were
 24 down an ambulance every day which was part of the reason
 25 why I was originally discharged.

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1 I brought awareness to the community
 2 through Facebook that there were issues with staffing and
 3 that if they needed an ambulance, that they needed to
 4 raise their concerns with City Hall. I was a Union
 5 representative at the time. My activities were
 6 protected.
 7 I felt that it was a danger to the public
 8 and they had a right to know and in Flat Rock it was the
 9 issue about the fact that this lady called for an
 10 ambulance and one didn't show up because the police
 11 department failed to initiate the ambulance response and
 12 the call was held up and they took issue with the fact
 13 that if I raised concerns about the response times and
 14 lack of response times in the City of Detroit, that I
 15 could potentially do that in the City of Flat Rock.
 16 MR. SHEAROUSE: Jason, real quick, can we
 17 take a quick five minute break so that I can get some
 18 more water?
 19 MR. MCFARLANE: Sure, no problem. We'll
 20 come back at 11:10.
 21 MR. SHEAROUSE: Thank you.
 22 (At 11:04 a.m., recess taken)
 23 (At 11:13 a.m., back on the record)
 24 Q (By Mr. McFarlane) Let's continue where we left off, Mr.
 25 Cadoura. Where did you work after the City of Riverview?

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1 A I was still employed with the Woodhaven Fire Department
 2 and Flat Rock.
 3 Q And was that in 2018?
 4 A In the beginning.
 5 Q And are you employed by Woodhaven and Flat Rock still?
 6 A No.
 7 Q Are you currently employed?
 8 A That's correct.
 9 Q And where are you currently employed?
 10 A At Octapharma Plasma.
 11 Q And can you spell that?
 12 A O-c-t-a-p-h-a-r-m-a.
 13 Q And what did you do there?
 14 A I'm what's referred to as a physician substitute.
 15 Q And what are your job duties?
 16 A To perform physicals on prospective plasma donation
 17 candidates.
 18 Q And when did you start working there?
 19 A I believe it was August 2021.
 20 Q Was there ever a time where you were unemployed from any
 21 position? Was there ever a time where you went without
 22 an employer?
 23 A No.
 24 Q Okay. So between where you are – any other positions
 25 that you are currently employed other than Octapharma

12 (Pages 39 to 42)

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1 Plasma?	1 would be required to be stationed and they had some of
2 A No.	2 the highest recording Benzene levels in the world which
3 Q Okay. So how many hours do you work there?	3 are toxic and I just didn't want to be exposed to.
4 A Anywhere between, well, we're required to work full-time	4 Q After, other than that, have you done any other
5 hours which is anywhere between 32 and 40.	5 employers?
6 Q And how many hours do you actually work?	6 A I worked for Hillsdale County EMS.
7 A It was a busy time this last year. They were low on the	7 Q And when did you work for Hillsdale?
8 position that I carry and I was promoted to a travel	8 A It was a couple months.
9 position substitute, so I would travel to different	9 Q And why did you leave Hillsdale?
10 centers.	10 A The pay.
11 They're required to have medical staff on	11 Q And where did you go when you left Hillsdale?
12 site in order to stay open and without medical personnel	12 A Well, I was still working with Woodhaven.
13 on staff, they can't operate.	13 Q When did you leave Woodhaven?
14 Q So how many hours were you putting in a week?	14 A I believe it was October or November of last year, 2022.
15 A Anywhere between 40 and 70.	15 Q And why did you leave Woodhaven?
16 Q And are you paid hourly or salary?	16 A I was discharged.
17 A Hourly.	17 Q Have we talked about that one already?
18 Q And what's your hourly rate?	18 A That's correct.
19 A Probably anywhere between I think the last that I knew	19 Q I'm just trying to make sure. I got it. Okay. Any
20 was \$30.57 an hour.	20 other employers between Riverview and present?
21 Q I'm sorry. I missed that. Could you repeat that?	21 A That I can recall off the top of my head, no.
22 A \$30.57 per hour.	22 Q Okay.
23 Q And do you have any benefits?	23 A I was working with Riverview when I became a paramedic in
24 A Full-time health benefits.	24 2008, so my employment with them ran concurrent with
25 Q Any dental?	25 Detroit up until I thought was my
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1 A Yes.	1 resignation/termination. I really don't know what you
2 Q Any vision?	2 call it.
3 A Yes.	3 Q Did you fill out any documents when you left the City of
4 Q Any pension or 401(k)?	4 Detroit?
5 A 401(k).	5 A At the time they switched over to a computer system where
6 Q And were there any other employers that we haven't	6 we would clock in and clock out and we used to sign in on
7 discussed between Riverview and Octapharma Plasma?	7 a sheet, a payroll sheet, and then we would log into the
8 A I worked for a company called DM Care Express.	8 journal which would open and close a shift and then we
9 Q Okay. And when did you work for them?	9 would record any overtime and so on and then they
10 A I'd probably say anywhere between 2015 and 2017.	10 switched to a computer system where we would clock in and
11 Q And what did you do there?	11 clock out and then anything that the administration would
12 A I was part of the event staff. I was a paramedic.	12 need, we would do – it was a fairly new computer system,
13 Q And why did you leave DM Care?	13 so I was still trying to figure it out.
14 A A scheduling conflict between Woodhaven and Flat Rock.	14 We still would write letters and so on as
15 Q Are there any other employers that we haven't discussed?	15 requested because they would have to initiate multiple
16 A U.S. Steel.	16 copies and then they would have to sign one. They would
17 Q And when did you work at U.S. Steel?	17 have to sign them all and then return one to us and then
18 A I would say in the spring of 2017.	18 keep the other two.
19 Q And how long did you work at U.S. Steel?	19 Q When you resigned from the City of Detroit did you fill
20 A About two weeks, a little over two weeks.	20 out a resignation form?
21 Q And why did that employment end?	21 A I wrote a letter. I either wrote it or I sent it in an
22 A I resigned because I would not climb a 30-story blast	22 email. I don't recall which one because I never received
23 furnace without a safety harness. I thought the safety	23 a copy, to my knowledge.
24 standards there were lacking. I didn't think that – not	24 Q I'm going to show you we'll mark – I think we're on
25 to mention, Zug Island is one of their facilities which I	25 Exhibit 5 if I'm correct?

13 (Pages 43 to 46)

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1 REPORTER: Yes, Exhibit 5.
 2 (At 11:23 a.m., Defendant's
 3 Exhibit 5 marked)
 4 Q (By Mr. McFarlane) Let me share this. Have you seen
 5 this document before, sir?
 6 A I don't remember it, but it does look like my writing.
 7 Q Does this appear to be your signature here?
 8 A That's correct.
 9 Q Okay. Have you ever seen this document filled out below
 10 your signature before?
 11 A No.
 12 Q Have you ever requested your personnel file from the City
 13 of Detroit?
 14 A I did.
 15 Q And when did you do that?
 16 A After I was told that I couldn't return to the department
 17 when I received a call from Ms. Brown.
 18 Q And did you ever receive a copy of that personnel file?
 19 A I did from the City of Detroit Law Department, not from
 20 the Fire Department. I received a call from an attorney
 21 from the Law Department and when I called her back – I
 22 don't recall what her name was, but she said I'm looking
 23 at a FOIA request for your employee file and I said,
 24 "That's correct." She said, "I'm curious why they just
 25 didn't give it to you, why they forwarded it here." I

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1 said, "I don't have a clue either." Then she said, "Give
 2 us about two weeks to review the file to make sure that
 3 nobody else's names or anything appears in there and that
 4 it doesn't violate HIPPA," or, I'm sorry, not HIPPA, the
 5 guidelines, the federal guidelines for the collection of
 6 information on our EMS run reports as well as just
 7 protecting the names of other technicians and so on.
 8 Then I was told that the file was ready to
 9 be picked up. I went down to, I believe, the City-County
 10 Building. I was told that I had to pay ten cents per
 11 page, I believe. They told me it was \$33.00 I believe
 12 and .10 cents because it was 300 or so pages.
 13 Q Okay. I want to talk about the damages that you're
 14 alleging in this case. Are there any economic damages
 15 that you're alleging you suffered in this lawsuit?
 16 A I want to be clear that serving with the Detroit Fire
 17 Department was probably by far the best job that I ever
 18 had. It was an honor and a privilege serving the
 19 community, being recognized as an Emergency Medical
 20 Technician with the Fire Department and as a result of
 21 things that went on over there with, you know, the
 22 exposure of the response times and the personnel issues
 23 and everything else that went on there, the job schedule
 24 was, I mean, to nobody else.
 25 We had the best schedule ever that

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1 accommodated for time off and the money was good for the
 2 position that I was carrying and to be honest with you, I
 3 carried a lot of responsibility. I haven't found a job
 4 like that since. I enjoy what I do at the plasma center,
 5 but that job was the best.
 6 The money, I was very well paid by the
 7 City. What I wanted to do was to become a paramedic to
 8 make more, carry on more responsibility. I wanted to
 9 transfer to the Fire Fighting Division, which I wasn't
 10 allowed to do, but there was no growth and there was no
 11 opportunity to promote to Lieutenant or maybe even a
 12 Captain and I wanted to retire from that place and I
 13 would have been doing it this year.
 14 Damages are far more than economic. I
 15 loved that place.
 16 Q Let's take it in turn. So economic damages, what
 17 specific damages regarding economics? Are there any that
 18 you can tell me that you're claiming here?
 19 A I believe so. I believe that if I was able to follow the
 20 natural progression from being a paramedic which their
 21 pay last I was made aware was around \$28, and that I was
 22 told with the ability – they asked me upon returning if I
 23 was going to consider going to the Fire Academy, which I
 24 expressed interest that I was going to try to become a
 25 fireman there and they now have a cross-position pay

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1 which was an increase.
 2 I was talking to somebody the other day. I
 3 can't remember who it was. In passing they said that a
 4 lot of people were leaving the job because they were
 5 promised crossover pay which is crossover meaning that
 6 you're a fire fighter and you're an EMT or you're a
 7 firefighter and you're a paramedic and that they hire
 8 people at a higher rate than what the current EMT
 9 position carries or what the current paramedic position
 10 carries and, I mean, I could have been a fireman there
 11 working eight days a month and could have pursued outside
 12 employment if I wanted to or worked overtime when it
 13 became available.
 14 I really don't know what the possibilities
 15 could have been financially or personally. I mean, to
 16 try to obtain one of the highest positions in the Fire
 17 Department, I worked with Mr. Larkins who is the current
 18 sitting EMS Administrator and he was my paramedic
 19 partner.
 20 I worked with him for years. I thought it
 21 was the greatest thing that he got promoted to be the EMS
 22 Chief there. Did I have aspirations of joining his
 23 administration some day and possibly passing down what I
 24 learned on the job to younger people to make it a safer
 25 environment for them, I really don't know what would

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1 happen.

2 Q Okay. You talk about emotional or psychological damages.

3 Are you claiming any of those here?

4 A I don't know if that's included, but I can tell you

5 respectfully, that is a highly trained Fire Department.

6 The things that we do there are not done anywhere. When

7 I applied with other departments to go work, they had a

8 real problem with the fact that I did some things that

9 they'll never do in their entire career and it was just

10 over one weekend, so there was a lot of backlash with the

11 experience that I had from Detroit.

12 There were a lot of people that talked

13 about wanting to work there, but they didn't have the

14 courage to go through the training or to even apply let

15 alone go through the training and pass it to become one

16 of the best EMTs or firemen or paramedics in the world.

17 I would put them against people in New

18 York, LA, Miami, anywhere, and because of the things that

19 happened in Detroit as far as being on TV, being on the

20 news, and reporting the issues that were going on there,

21 maybe my employers took notice of that and that I could

22 possibly potentially do that at their place of employment

23 which they did have issues like the City of Detroit did.

24 No other departments are immune from the

25 type of problems that the City of Detroit had with

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1 personnel issues, staffing, the vehicles, maintenance,

2 and response times. I mean, it's a problem nationally.

3 Q Have you sought – I'm sorry. I thought you were done.

4 A No. I think – I don't think I ever really left there. I

5 think that my heart and my mind was always there. I was

6 still concerned about the personnel during COVID and

7 whatever issues were happening and I felt helpless.

8 Like, I couldn't do anything for them. I felt that I

9 should have been there working with them.

10 Q Have you sought any treatment for any emotional or

11 psychological injuries?

12 A I was diagnosed with PTSD.

13 Q And when was that?

14 A I don't recall. Probably sometime after I left.

15 Q Was that prior to the events of this lawsuit?

16 A That's correct.

17 Q Have you sought any treatment after the events of this

18 lawsuit?

19 A Just, you know, I received a lot of calls from people

20 that either were still currently working there or had

21 worked there. They stated that they heard I was coming

22 back. There seemed some element of excitement. I

23 messed Joe Barney on Facebook messenger.

24 I told him that I appreciated any possible

25 way that he could help, you know, in returning me back.

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1 He seemed enthusiastic at the time. There was a – I

2 don't remember his first name, but his last name was

3 Kazinski (phonetic), I believe.

4 Kazinski. I'm not sure how to spell that.

5 It starts with a K, and we messaged back and forth on the

6 Facebook messenger and he told me that they needed me to

7 come back to mentor some of the younger kids that didn't

8 know what we experienced and what we went through.

9 Between those years after I exposed the

10 issues with a fellow co-worker about the issues with

11 response times and so on that was going on, so I believe

12 that there was a positive element to me returning.

13 I'm not, you know, the second coming,

14 respectfully. I'm not the - I'm just one person, but I

15 believe that when I worked there, I had a lot of

16 credibility, had a lot of respect from the people that I

17 worked with and I was going to do my part to help move

18 the department forward and not knowing that I wasn't

19 going to be able to come back for whatever reason, I was

20 devastated.

21 I believe that I started my EMS career

22 there even though I had a couple of years experience

23 with, you know, Community Ambulance and Health Link, but

24 I believe that the day that I started that job with

25 Detroit was really the beginning of my career and I

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1 wanted it to end there.

2 Q So after you were told that you couldn't return to the

3 City of Detroit, did you seek any treatment for any

4 emotional or psychological injuries?

5 A I talked to a therapist about, you know, that issue. I

6 also tried talking to the EAP representative, I believe,

7 assistance. It was through the Chaplin Core with the

8 Detroit Fire Department at the time. He's now deceased.

9 At the time it was Reverend McNeely. M-c-N-e-e-l-y, I

10 believe. I went and spoke to him personally, told him

11 that I couldn't understand the issues that I was going

12 through with the Fire Department as far as the repeated

13 discipline, the suspensions, just the overall treatment

14 from some of my Lieutenants and Captains and there was a

15 fair percentage of them that were providing the

16 information to leak to the media about some of the

17 current situations that were going on in the department.

18 Why they didn't go and report those issues

19 themselves, I don't know.

20 Q When did you speak to Reverend McNeely?

21 A I believe when I was on light duty as a result of not

22 being able to shave every day. They wanted me to wear a

23 hood in the event that we were exposed to somebody who

24 was having symptoms of hepatitis or tuberculosis, that we

25 would have to don our respiratory protection and to my

15 (Pages 51 to 54)

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1 understanding that those filters were one time use.
 2 Those things were very expensive for the City to buy and
 3 they claimed that they would only buy one for me and
 4 wouldn't pay for the replacement filters or cartridges
 5 and there were other people that had them and never used
 6 them, but I spoke to Reverend McNeely about the issues
 7 that were going on.
 8 He said that he would talk to some of the
 9 administrators to find out what the issues were. I spoke
 10 with the Commissioner. Well, actually, I never met the
 11 Commissioner although every time I faced a suspension or
 12 I was placed off duty for talking to somebody in the
 13 media or it was alleged that I was talking to somebody
 14 from the media, I would immediately be placed on
 15 administrative leave pending a Commissioner's hearing.
 16 I never actually – the only Commissioner
 17 that I ever met was Don Austin. He was a Fire
 18 Commissioner for a short time. I met him on duty as well
 19 as off duty to address my concerns about the issues that
 20 were going on relevant to my discipline, my multiple
 21 suspensions.
 22 It just seemed like there was no
 23 resolution to anything that was going on there. If I
 24 would be called in because I was being disciplined, the
 25 first thing they would tell me is that it's not

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1 adversarial. They would tell me what the charge is, what
 2 the penalty is, and then I would go on immediate
 3 suspension without being able to explain the situation to
 4 determine if there was a misunderstanding or something
 5 that could have resolved the issue and I could have been
 6 replaced back to duty.
 7 It did happen one time which I was shocked
 8 that I was returned back to the field and not suspended.
 9 Q And is it fair to say that you met with Reverend McNeely
 10 before you resigned from the City?
 11 A That's correct. I was assigned to Fire Department
 12 Headquarters which was at 250 West Larned. It's
 13 currently not in existence anymore, but at the time I was
 14 assigned there and had to carry out various
 15 administrative duties and he was on the same floor we
 16 were on.
 17 So I remember going to his office. I would
 18 say good morning to him every morning.
 19 Q You mentioned that you saw a therapist. When did you see
 20 a therapist?
 21 A I can't recall. Probably sometime after that.
 22 Q Was it prior to 2017?
 23 A That's correct.
 24 Q Have you seen a therapist since 2017?
 25 A I was seeing one and then I met a different one. I

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1 didn't have insurance after I left the City, which again
 2 was a hardship. They have very good health insurance. I
 3 didn't pay anything for like ten years, and they started
 4 charging us or having, you know, I don't know what they
 5 call it, not co-pays, but we would have to pay a certain
 6 amount for our insurance which wasn't a big deal.
 7 You know, we were very well paid, so I
 8 didn't have an issue with that, but when I went on
 9 Medicaid, I had to go to a guidance center that accepted
 10 people without insurance.
 11 Q And when was that?
 12 A Probably – I don't recall, honestly.
 13 Q You got a year?
 14 A It might have been about 2018 right around the time when
 15 I knew that I wasn't coming back to the City.
 16 Q And who did you see in 2018?
 17 A I don't recall her name.
 18 Q And what was the place you went to?
 19 A The Guidance Center.
 20 Q And where is that located?
 21 A In Southgate.
 22 Q And you saw, you said it was a female doctor?
 23 A It was a therapist. Well, there was a psychiatrist
 24 there. I spoke with her briefly and there was a
 25 therapist that they assigned me.

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1 Q And you don't recall her name?
 2 A No.
 3 Q And how many times did you see her?
 4 A Probably once a week.
 5 Q For how long?
 6 A Until we got insurance through HAP and then I was no
 7 longer on Medicaid, so I couldn't, we couldn't
 8 participate in that program anymore because of the fact
 9 that we have good health insurance.
 10 Q And when you say you got insurance, who did you get that
 11 insurance through?
 12 A HAP; Health Alliance Plan.
 13 Q Did you get that through an employer or on your own?
 14 A No, through my wife. She was employed with Henry Ford
 15 Hospital.
 16 Q And did you see anybody after that?
 17 A No.
 18 Q And do you recall approximately when your wife got that
 19 insurance?
 20 A I don't recall when she was employed there.
 21 Q Do you recall how many times you saw the therapist?
 22 A It was a handful of times. Maybe ten times, maybe less,
 23 maybe more. She took a position with the hospital, I
 24 believe, and the psychiatrist was leaving, too, and
 25 around that time they couldn't find – I think I spoke to

16 (Pages 55 to 58)

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1 another lady.
 2 I can't remember her name. I think I
 3 spoke to her once.
 4 Q And were you ever diagnosed with anything from that
 5 therapist?
 6 A I believe they told me it was PTSD related from the job.
 7 Q Did they say specifically which job?
 8 A I don't recall. I focused a lot about the beginning of
 9 my career with the City of Detroit. It was the longest
 10 employer that I've had in the field that I practice in.
 11 Q Any other issues that you discussed other than the
 12 beginning of your employment?
 13 A We never really got that far in the ten or so visits. We
 14 were just, you know, just – she was trying to find out a
 15 little bit about me. I think the sessions were probably
 16 like 45 minutes, if that.
 17 Q Did you ever receive any written diagnosis or reports
 18 from that therapist?
 19 A Nothing from them. I mean, it was in my file there, but
 20 I never requested it.
 21 Q Any other therapists other than the one at the Guidance
 22 Center that you've spoken to?
 23 A There was just one before that like in the very
 24 beginning.
 25 Q And when was that?

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1 A While I was working in Detroit.
 2 Q So that would be somewhere prior to 2013?
 3 A That's correct.
 4 Q Okay. You mentioned that you have social media. What
 5 social media do you have a subscription to or are you
 6 registered with?
 7 A Facebook, Instagram. I don't post. I just have family
 8 on there as friends and then I subscribe to some pages
 9 that deal with other Fire Departments, you know, to see
 10 how they operate, what the conditions are there, the
 11 types of things that they experience, you know, on the
 12 job.
 13 Just different ones. I don't really know
 14 how they do it, but it's like when they see you looking
 15 at something, they just start sending you more of it,
 16 more content, and just about, you know, diet and
 17 exercise, some law enforcement pages. I did have – I
 18 don't even know if you would classify it as an employer,
 19 but I was a reserve deputy with the Wayne County Sheriffs
 20 for about ten years, but I was never paid.
 21 It was voluntary. It was a community
 22 service position. The Chief at the time, I believe his
 23 name was Chief Stewart Rich who passed away last year
 24 towards the end of 2022. I don't remember exactly what
 25 month, but I did do community service with them on and

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1 off for about ten years.
 2 Q Have you had any discussions regarding the complaints in
 3 your lawsuit with anybody other than your attorney?
 4 A To my knowledge, no.
 5 Q Do you have any written documents, notes, that were taken
 6 prior to the filing of this lawsuit?
 7 A I'm sorry. Repeat that one more time.
 8 Q Do you have any written notes or documents that you kept
 9 either typed or handwritten relating to this lawsuit that
 10 were created prior to the lawsuit?
 11 A No. The only person that I spoke to was Bill Harp. He
 12 was one of the representatives of the DFFA at the time.
 13 When I was reapplying with the City, I spoke to him to
 14 ask, you know, how I would go about reapplying with the
 15 City and he told me at this point there was nothing he
 16 could do to help me because I wasn't employed with the
 17 department and then that was it.
 18 I spoke with Kyle Fowle who I worked with
 19 at Woodhaven because at the time he was still working in
 20 Detroit.
 21 Q And what's Kyle Fowle's position?
 22 A Right now?
 23 Q When you spoke to him or right now. Either way?
 24 A He was a part-time fire fighter/paramedic like myself,
 25 but he was also -- I'm sorry. Say that again?

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1 Q What was his position with the City of Detroit?
 2 A Paramedic.
 3 Q Paramedic, and was he a full-time paramedic when you
 4 spoke to him?
 5 A That's correct.
 6 Q And is he still, if you know, employed with the City of
 7 Detroit?
 8 A No.
 9 Q And do you know why he's not employed by the City of
 10 Detroit?
 11 A To my understanding, he resigned to pursue outside
 12 employment with another full-time agency. Ironically, as
 13 close as him and I, I thought we were, you know, working
 14 at Riverview, not Riverview, Woodhaven, he wrote a letter
 15 that resulted in my suspension which led to my
 16 termination.
 17 Q And that's at Woodhaven?
 18 A That's correct. He told me about it the night before. I
 19 was placed on suspension the Monday of whatever month
 20 that was. Maybe September, October. He told me the day
 21 before that I was suspended that they were conducting an
 22 investigation about me and that he was forced to initiate
 23 a writeup, but at the time when him and I were working at
 24 Woodhaven and he was still employed with the City of
 25 Detroit, he says, "You need to get back on the job so we

17 (Pages 59 to 62)

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1 can work together and then work there until we can
 2 retire.”
 3 Q Anybody else that you spoke to about the allegations in
 4 this lawsuit?
 5 A I just had a conversation with he’s a Lieutenant who was
 6 talking about retiring and told him that when he retired
 7 officially from the department that there would be a job
 8 at Octapharma if he wanted to come there.
 9 Q And what Lieutenant was that?
 10 A Steve Strong. We didn’t discuss anything about anything
 11 to do with Detroit other than just he told me that he was
 12 going to stay past his retirement time.
 13 Q Did you guys discuss this lawsuit?
 14 A No, sir.
 15 Q Anybody else that you discussed this lawsuit, again,
 16 other than your attorneys?
 17 A You said before? Before the filing of the lawsuit?
 18 Q Yes. No, that’s when I was asking about the written
 19 documents. I’m saying have you discussed this lawsuit
 20 with anybody other than your attorneys?
 21 A I spoke to a Lieutenant there. He’s Arabic. I can’t
 22 remember his name. We just talked briefly. I just asked
 23 him about how, you know, things were there, that I was in
 24 the process of trying to come back and then that was it.
 25 Q And when did you speak to him?

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1 A It’s been years.
 2 Q Any other discussions about this lawsuit with anybody
 3 other than your attorneys?
 4 A No. Not to my knowledge, no.
 5 MR. MCFARLANE: I’m going to take a break.
 6 I may be done. I’m going to take about a 15 minute or so
 7 minute break, so 12:10. Everybody is good?
 8 MR. SHEAROUSE: That works for me.
 9 MR. MCFARLANE: All right.
 10 (At 11:54 a.m., recess taken)
 11 (At 12:11 p.m., back on the record)
 12 MR. MCFARLANE: Back on the record, Tammy?
 13 REPORTER: Yes.
 14 MR. MCFARLANE: I have no further
 15 questions.
 16 MR. SHEAROUSE: I just have a few follow-
 17 up questions.
 18 EXAMINATION
 19 BY MR. SHEAROUSE:
 20 Q Mr. Cadoura, thank you for your time here today. I know
 21 we discussed a lot about your employment history as well
 22 as some of the issues that you’ve had at the various
 23 places of employment. Could you just briefly describe to
 24 me, I know we had mentioned earlier that you complained
 25 or I shouldn’t say complained – strike that, you brought

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1 up issues with certain policies that weren’t being
 2 followed at Detroit. Is that correct, the Detroit Fire
 3 Department?
 4 A That’s correct. It was brought to the public’s attention
 5 because a news reporter who was looking into issues that
 6 were going on in the department, he wanted to challenge
 7 some of the things that he had heard as far as the
 8 Commissioners had claimed that they were following the
 9 national standard and they wanted to get video proof that
 10 it wasn’t.
 11 Q And this national standard had to do with response times.
 12 Is that correct?
 13 A That’s correct.
 14 Q Were there any other policies that Detroit was not
 15 following at that time, to your knowledge?
 16 A For a time they had radios in the ambulances where we
 17 were supposed to use to contact the hospital that were
 18 outside of the city and those were removed from the
 19 ambulances when they were putting newer ambulances into
 20 service. At the time, that was Chief Gary Kelly that
 21 instituted that and then they were later put back on
 22 because the issue was brought to a government
 23 organization called HEMS, which is H-E-M-S, and they sent
 24 the letter to the City stating that they heard that the
 25 radios were taken out and that they needed to be placed

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1 back in immediately.
 2 Q And at Detroit did you notice any issues with under-
 3 licensing of EMTs or paramedics?
 4 A They were putting us in Crown Victorias which were
 5 refurbished police cars that they turned into
 6 administrative cars for the Lieutenants and Captains and
 7 the Fire Chiefs and they wanted us to respond to calls
 8 with limited equipment. They weren’t even – the
 9 ambulance is licensed based on the State.
 10
 11 If you don’t have an ambulance where you
 12 can put somebody in to transport them to the hospital,
 13 they refer to that as a Romeo unit. The standard
 14 spelling R-o-m-e-o, and that is two licensed EMTs that
 15 can only respond as first responders, but could not put
 16 them in the vehicle and transport them to the hospital.
 17 I worked on those vehicles many times.
 18 Sometimes we were the subject of criticism by the public
 19 because they’re essentially waiting for an ambulance and
 20 all we were doing was trying to render care while we’re
 21 waiting for an ambulance which was the phrase that we
 22 heard a lot which was, “no units available City-wide or
 23 just no units available,” and so on.
 24 MR. SHEAROUSE: I don’t think I have
 25 anything further.

18 (Pages 63 to 66)

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1 MR. MCFARLANE: I have no further
 2 questions.
 3 (At 12:15 p.m., deposition concluded)
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C E R T I F I C A T I O N

(STATE OF MICHIGAN)
 (COUNTY OF OAKLAND)

I certify that this transcript, consisting of
 68 pages, is a complete, true and correct record of the
 deposition testimony of RICHARD CADOURA taken in this case by
 Zoom video conferencing on Thursday, January 5, 2023.
 The term "inaudible" is used where audio fades out or audio
 interference causes testimony to be unintelligible.

I further certify that prior to taking this
 deposition, RICHARD CADOURA was duly sworn to tell the
 truth, the whole truth and nothing but the truth.

1-5-23 *Tamara A. O'Connor*

Date TAMARA A. O'CONNOR, CSMR-2656, CER-2656
 Notary Public
 My Commission Expires: 6-25-27

to*

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Detroit Fire Department

E.M.S. Division

Medic Co. No. M-19

Detroit, Dec 12, 2011

To: Asst. Superintendant Wilson

From: Tech. Richard Cadoura

Re: Charge of Conduct

On 11-08-2011, While detailed to Medic 6, I called AC. Donella James and was informed that Lt. Sablowski was coming to the Hospital to "Conduct and Investigation into an Allegation of Patient Abandonment". I walked to the ER Dock and observed Lt. Sablowski talking with my partner Jeff Sebree. As I approached, I was informed by Lt. Sablowski that he was "conducting and investigation". I respectfully declined until a Union Rep could be present, invoking my Weingarten and Garrity Rights. Lt. Sablowski DENIED my request stating "this is not an investigation but an inquiry". I stated under GR 6.1 Section C. a Supervisor will provide a Union Rep prior to any questioning that may lead to charges now or in the future. My request was DENIED!!! As I attempted to walk back into the hospital Lt. Sablowski continued to follow me Shouting "you will answer my questions". Lt Sablowski allowed the situation to escalate by his FAILURE TO MAINTAIN ORDER AND DISCIPLINE. I do regret the fact that I allowed Lt.Sablowski's Disrespectful, Abusive, Demeaning Behavior to Provoke me into telling him 'TO GO FUCK HIMSELF" 3 times, but it did end the Confrontation. In my almost 14 year career with Dems I have NEVER been put in that situation by any other Officer in the Detroit Fire Dept. I filed a Violence in the Workplace compliant against Lt. Sablowski several years ago which was later dropped by the Law Department without being fully investigated. Since that time I have had False Complaints, Written Statements and Improper Charges written against me by Lt. Sablowski resulting in being placed off LWOPCA several times. Without the Department Investigating his Conduct.

Respectfully Richard Cadoura #608

Richard Cadoura #608

Filed by:

Robt. B...
12/13/11

RECEIVED
DEC 14 2011
ASSISTANT SUPERINTENDENT'S OFFICE
EMERGENCY MEDICAL SERVICE

DEFENDANT'S
EXHIBIT
Cadoura
1-5-23 TMA



Human Resources
RECRUITMENT

Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 314
Detroit, Michigan 48226

Phone 313•224•9421
Fax 313•628•1164
www.detroitmi.gov

December 19, 2017

Richard Cadoura
[REDACTED]

Dear Richard:

The City of Detroit is pleased to extend to you a conditional offer of employment for the position of Emergency Medical Technician (Paramedic) in the Fire Department - EMS Division with a starting rate/salary of \$23.52.

You may accept or decline this offer by responding to this email at brownbel@detroitmi.gov by the expiration date of Friday, December 22, 2017.

This offer is contingent upon your successful completion of a criminal background investigation, driver's license, drug screen and pre-employment medical evaluation.

In order to complete the criminal clearance, we need the following confidential information:

- Phone Number:
- Date of Birth:
- Gender:
- Race:
- Alias/Maiden Name:
- Driver License Number:
- Copy of diploma, degree, or transcripts verifying completion

Failure to provide this information will rescind this offer of employment.

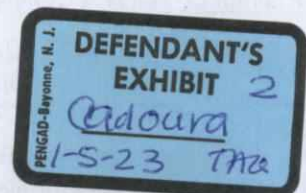
Once we receive your acceptance and the results of your pre-employment medical evaluation, you will receive an email from Employee Services Consultant, Kemia Crosson with your final certification date.

The City of Detroit is an Equal Opportunity Employer. No applicant shall be discriminated against on the basis of race, religion, color, age, gender, national origin, disability, or other criteria prohibited by City, State or Federal law.

If you have any questions, please feel free to contact me at 313.720.5632 and I will be more than happy to discuss the details of this offer.

Sincerely,

Belinda Brown, Recruiter II
Human Resources Department





Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 314
Detroit, Michigan 48226

Phone 313•224•9421
Fax 313•628•1164
www.detroitmi.gov

December 4, 2017

Richard Cadoura
[REDACTED]

Dear Mr./Ms. Cadoura:

RE: Application for – Exam - 2017222403126xx

You have been scheduled to take the Physical Agility Test (PAT) for the Emergency Medical Technician (Basic / Paramedic) position. In order to participate in the PAT you must have a signed, current Medical Clearance from a physician.

This Medical Clearance Form is included with this letter. NO CANDIDATE will be allowed to participate in the PAT without a current Medical Clearance Form signed and dated by a physician.

You are scheduled to participate in the PAT on Thursday, December 7, 2017 at 8:30 am.

Please report to the Fire Department Training Academy, located at 10200 Erwin Street (between Lynch & Grinnell - off Van Dyke) in Detroit, 48208. Parking is available in the front of the Fire Department Training Academy.

YOU MUST BRING WITH YOU TO THE PHYSICAL AGILITY TEST:

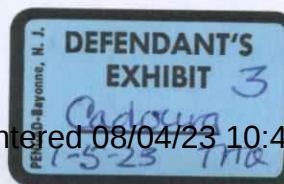
- This letter - Admittance Notice
- Your signed medical clearance
- A COPY and the ORIGINAL of your current Driver's License with Chauffeurs' Endorsement (if you don't have one, you must have one by the first day of the Academy – 1/22/2018)
- A COPY and the ORIGINAL of your current State of MI - EMT (Basic / Paramedic) License
- A COPY and the ORIGINAL of your current State of MI - Detroit East Medical Control Authority Certification (DEMCA), (if applicable for Paramedic)
- Bring an Updated Resume
- Bring a COPY of the following - Work Experience Documentation:
 - o two (2) recent check stubs
 - o 2016 W-2
 - o two (2) Reference Letters

Please wear loose fitting and comfortable full-length pants and shirt, along with gym shoes or other comfortable footwear.

Please reply back stating you will be in attendance by contacting me at 313.720.5632 by Wednesday, December 6, 2017.

IF YOU CAN NOT MAKE IT TO THIS EVENT AND WISH TO RE-SCHEDULE, please contact my Administrative Assistant, Lisa Nelson at 313.224.3477.

Sincerely,
Belinda Brown, HR Recruiter II
Human Resources Department



20-cv-12986 000483



Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 314
Detroit, Michigan 48226

Phone 313•224•9421
Fax 313•628•1164
www.detroitmi.gov

January 13, 2018

Richard Cadoura
[REDACTED]

RE: Application for Paramedic

Dear Mr. Cadoura:

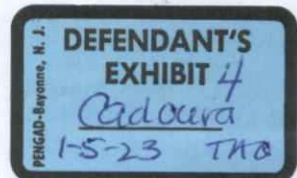
Thank you for your interest in the above referenced position. Your skills and commitment to the City of Detroit were recognized and greatly appreciated.

We regret to inform you that you are no longer considered for selection for the Detroit Fire Department - EMS Division.

If you have any questions, please feel free to contact me at 313.224.3730.

Sincerely,

Belinda Brown
Human Resources Department



DATABASE

City of Detroit

NOTICE OF RESIGNATION

EVALUATION AND RECOMMENDATION FOR REINSTATEMENT

1. EMPLOYEE

DEPARTMENT FIRE DIVISION EMS

I, RICHARD CADOUKA, S.S. # [REDACTED] Hereby tender

my resignation as EMT title for the following reason(s): RETIREMENT

My last day of work will be 7 day 6 date. Additional comments: _____

Forwarding Address (either home or work): [REDACTED]

[Signature] 6-3-13
(signature) (date)

2. HUMAN RESOURCES DEPARTMENT, EMPLOYEE SERVICES DIVISION

DISCIPLINARY ACTION - LAST 18 MONTHS

Number of Written Reprimands: 1 Number of Suspensions: 1
Reason(s) for Reprimand: Conduct
Reason(s) for Suspension: Conduct

ATTENDANCE AND TARDINESS RECORD - LAST 18 MONTHS

<u>15</u> Paid Sick Leave	10 Occurrences	__ Beginning of Shift
__ Absent /No Pay	Occurrences	__ Return from Lunch
__ Dept. Leave	Occurrences	
__ A.W.O.L.	Occurrences	
__ Workers Compensation	Occurrences	
__ Funeral Leave.	Occurrences	
__ FMLA	Occurrences	
__ Other	Occurrences	
<u>15</u> Total Days Absent	<u>10</u> Total Absence Occurrences	__ Total Times Tardy

DEFENDANT'S EXHIBIT 5
Cadouka
1-5-23 TAO

GODVA

Thank you again for choosing GODVA as your partner in making the world a more wonderful place!
Copyright © City of Detroit, 2003. All rights reserved.

ATTENDANCE AND TARDINESS RECORD

Satisfactory Needs Improvement Unsatisfactory

Comments: _____

WORK PERFORMANCE

	EE	ME	NI	UN	
Overall ability to perform:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	EE-Exceeds Expectations NI-Needs Improvement ME-Meets Expectations UN-Unsatisfactory
Quality of work:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Quantity of work:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Knowledge & Skills:					
Technical Knowledge:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Practical Skills:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Ability to learn:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Work Behavior:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Supervisory Abilities:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> (N/A)	

DEPARTMENTAL RECOMMENDATION

REINSTATEMENT: Yes No Date: _____

Completed by: Anthony M. White Title: Adviser Lt
Supervisor's Name

Approved by: TERALD STANIS Title: EMT Supt
Manager's Name

Approved Date: 6/10/13 Comments (if reinstatement is NOT recommended, state reason): _____

Pending discipline Poor work behavior.

EXIT INTERVIEW(S) CONDUCTED BY:

Date of Interview: 6/10/13 Name: Anthony M. White Title: Adviser Lt

COMMENTS: _____

Date of Interview: _____ Name: _____ Title: _____

COMMENTS: _____

Reinstatement is governed by Human Resources Rule 15. To be eligible for Reinstatement, the applicant must have at least one year of prior service and resigned in good standing. Applications for reinstatement will be accepted for a period between three (3) months and twenty-four (24) months following the last day on the active payroll.

Handwritten: 4/18/13 9/4/13

4. HUMAN RESOURCES DEPARTMENT, EMPLOYEE SERVICES DIVISION

Last Day Worked: 04/03/13 Last Day Paid: 04/03/13 City Seniority Date: 06/08/98

Effective Date of Resignation: 06/04/13 (in accordance with Human Resources Rule 15)

The Human Resources Department concurs does NOT concur with the Reinstatement

Recommendation of the employing department:

Brandi Richmond Date: 9/16/13

HRC Printed Name
[Signature]
Signature

EEOC Form 5 (11/09)

<p align="center">CHARGE OF DISCRIMINATION</p> <p style="font-size: small;">This form is affected by the Privacy Act of 1974. See enclosed Privacy Act Statement and other information before completing this form.</p>	<p>Charge Presented To: Agency(ies) Charge No(s):</p> <p><input type="checkbox"/> FEPA <input checked="" type="checkbox"/> EEOC 471-2019-03981</p>
<p>Michigan Department Of Civil Rights and EEOC</p> <p style="font-size: x-small;">State or local Agency, if any</p>	

<p>Name (indicate Mr., Ms., Mrs.) Richard N. Cadoura</p>	<p>Home Phone (Incl. Area Code) (313) 971-8500</p>	<p>Date of Birth 1971</p>
--	--	---------------------------------------

Street Address City, State and ZIP Code
12559 Stoneridge Lane, #102, South Rockwood, MI 48179

Named is the Employer, Labor Organization, Employment Agency, Apprenticeship Committee, or State or Local Government Agency That I Believe Discriminated Against Me or Others. (If more than two, list under PARTICULARS below.)

<p>Name CITY OF DETROIT FIRE DEPARTMENT</p>	<p>No. Employees, Members 201 - 500</p>	<p>Phone No. (Include Area Code)</p>
---	---	--------------------------------------

Street Address City, State and ZIP Code
1301 3rd Street, Detroit, MI 48226

<p>Name</p>	<p>No. Employees, Members</p>	<p>Phone No. (Include Area Code)</p>
-------------	-------------------------------	--------------------------------------

Street Address City, State and ZIP Code

<p>DISCRIMINATION BASED ON (Check appropriate box(es).)</p> <p> <input checked="" type="checkbox"/> RACE <input type="checkbox"/> COLOR <input type="checkbox"/> SEX <input type="checkbox"/> RELIGION <input checked="" type="checkbox"/> NATIONAL ORIGIN <input checked="" type="checkbox"/> RETALIATION <input type="checkbox"/> AGE <input type="checkbox"/> DISABILITY <input type="checkbox"/> GENETIC INFORMATION <input type="checkbox"/> OTHER (Specify) </p>	<p>DATE(S) DISCRIMINATION TOOK PLACE</p> <table style="width:100%; font-size: x-small;"> <tr> <td align="center">Earliest</td> <td align="center">Latest</td> </tr> <tr> <td align="center">11-06-2017</td> <td align="center">01-13-2018</td> </tr> <tr> <td align="center" colspan="2"> <input type="checkbox"/> CONTINUING ACTION </td> </tr> </table>	Earliest	Latest	11-06-2017	01-13-2018	<input type="checkbox"/> CONTINUING ACTION	
Earliest	Latest						
11-06-2017	01-13-2018						
<input type="checkbox"/> CONTINUING ACTION							

THE PARTICULARS ARE (If additional paper is needed, attach extra sheet(s)):

I was previously employed by the above-named employer from 1998 through 2013.

While I was employed, I made internal complaints regarding discrimination. Most recently, in November of 2017 I applied to an open position of Paramedic. On December 19, 2017 I was offered the Paramedic position and began training. However, on approximately January 13, 2018 the employer rescinded the offer. When I called to ask for the reason, I was told that I'm allegedly on a non-rehire list.

I believe that I was denied re-hire in retaliation for complaining and based on my race and National Origin (Middle Eastern), in violation of Title VII of the Civil Rights Act of 1964, as amended.

<p>I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or phone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.</p> <p>I declare under penalty of perjury that the above is true and correct.</p>	<p>NOTARY— When necessary for State and Local Agency Esquire Agents</p> <p align="center"><i>Sidney Murden</i></p> <p style="font-size: x-small;">Notary Public, State of Michigan My Commission Expires Feb 8, 2023 Acting In the County of Wayne</p> <p>I swear or affirm that I have read the above charge and believe it is true to the best of my knowledge, information and belief.</p> <p>SIGNATURE OF COMPLAINANT</p> <p><i>[Signature]</i></p> <p>SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE (month, day, year)</p> <p align="center">Aug. 22nd 2019</p>
<p><u>8-22-2019</u> <i>[Signature]</i></p> <p style="font-size: x-small;">Date Charging Party Signature</p>	

From: [Sean Larkins](#)
To: [Belinda Brown](#)
Cc: [Kemia Crosson](#)
Subject: Re: Richard Cadoura & Nicholas Collingsworth
Date: Friday, January 12, 2018 3:58:24 PM
Attachments: [IMAGE.BMP](#)
[IMAGE.BMP](#)

Thank you.

Chief Sean W. Larkins, Superintendent of EMS
City of Detroit Fire Department
1301 Third Street, Suite 603
Detroit, Michigan 48226
Office: [\(313\) 596-5182](tel:3135965182)
Cell: [\(313\) 300-1355](tel:3133001355)



Mike Duggan, Mayor

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>>> Belinda Brown 1/12/2018 3:57 PM >>>

There are two former employees: Richard Cadoura and Nicholas Collingsworth. I just received their personnel file and they are both not recommended for reinstatement.

>>> Sean Larkins 1/12/2018 3:55 PM >>>

Kemia,

This former employee is not a rehire, correct?

Chief Sean W. Larkins, Superintendent of EMS
City of Detroit Fire Department
1301 Third Street, Suite 603
Detroit, Michigan 48226
Office: [\(313\) 596-5182](tel:3135965182)
Cell: [\(313\) 300-1355](tel:3133001355)



Mike Duggan, Mayor

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have received this communication in error, please immediately notify us by reply email or telephone at the above number and return the original message to the sender. Thank you.

From: Kemia Crosson
Sent: Wednesday, March 25, 2020 4:07 PM
To: Tara Brin <brint@detroitmi.gov>
Cc: Lesa Kent <kentl@detroitmi.gov>; Raquiba Dismuke <DISMUKR@detroitmi.gov>
Subject: RE: EEOC Charge 471-2019-03981

Hello Tara,

The employee file on Richard Cadoura indicates he is a Do Not Rehire. There are not any additional files at EMS that states otherwise or claims of discrimination from HR. Anyone can apply for a position. However, once the file is pulled and indicates the person does not have a recommendation for reinstatement, the department who completed the form are not obligated to accept/hire the person back into the department. Richard Cadoura can work for any other department except Fire. If you have any other questions, or need further clarification do not hesitate to contact me at 313-410-0668.

Thanks!

Kemia Crosson

Employee Services Consultant
City of Detroit-Human Resources Department
Detroit Public Safety Headquarters
1301 Third Street – Ste 728
Detroit, Michigan 48226
Office: [\(313\) 596-1441](tel:3135961441)
Fax: [\(313\) 237-2584](tel:3132372584)

From: Raquiba Dismuke
Sent: Wednesday, March 25, 2020 2:07 PM
To: Tara Brin <brint@detroitmi.gov>; Kemia Crosson <crossonk@detroitmi.gov>
Cc: Lesa Kent <kentl@detroitmi.gov>
Subject: RE: EEOC Charge 471-2019-03981

Kemia
See below

From: [Kemia Crosson](#)
To: [Lesia Kent](#); [Tara Brin](#)
Cc: [Raquiba Dismuke](#)
Subject: RE: EEOC Charge 471-2019-03981
Date: Wednesday, March 25, 2020 8:18:00 PM

Hello Lesia,

In his resignation paperwork, it stated that he would not be reinstated because of pending discipline and poor work behavior.

Thanks!

Kemia Crosson

Employee Services Consultant
City of Detroit-Human Resources Department
Detroit Public Safety Headquarters
1301 Third Street – Ste 728
Detroit, Michigan 48226
Office: [\(313\) 596-1441](tel:(313)596-1441)
Fax: [\(313\) 237-2584](tel:(313)237-2584)

From: Lesia Kent
Sent: Wednesday, March 25, 2020 8:15 PM
To: Tara Brin <brint@detroitmi.gov>; Kemia Crosson <crossonk@detroitmi.gov>
Cc: Raquiba Dismuke <DISMUKR@detroitmi.gov>
Subject: Re: EEOC Charge 471-2019-03981

Hey Kemia I'm sorry I might have missed it is there any explanation why he is a do-not-hire.

Lesia Kent
313.224.2942
Civil Rights, Inclusion and Opportunity

From: Kemia Crosson <crossonk@detroitmi.gov>
Sent: Wednesday, March 25, 2020 5:25:01 PM
To: Tara Brin <brint@detroitmi.gov>
Cc: Lesia Kent <kentl@detroitmi.gov>; Raquiba Dismuke <DISMUKR@detroitmi.gov>
Subject: RE: EEOC Charge 471-2019-03981

You're welcome!

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IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

RICHARD CADOURA,

Plaintiff,

Case No: 20-cv-12986

Hon. Gershwin A. Drain

Magistrate Anthony P. Patti

-vs-

THE CITY OF DETROIT,

Defendant.

_____ /

DEPOSITION (via Zoom) of BELINDA BROWN

Taken by the Plaintiff on the 4th day of
August, 2022 via Zoom Deposition commencing at
11:04 a.m.

1 APPEARANCES:
 2
 3 For the Plaintiff: REJANAE BROOKS (P85701)
 4 Carla D. Aikens, P.L.C.
 5 615 Griswold
 6 Suite 709
 7 Detroit, Michigan 48226
 8 844-835-2993
 9
 10 For the Defendant: JASON T. McFARLANE (P73105)
 11 ANDRAE SMITH (P69153)
 12 City of Detroit - Law Department
 13 2 Woodward Avenue
 14 Suite 500
 15 Detroit, Michigan 48226
 16 313-237-3088
 17
 18 Reported By: Amy Bertin, CER-3871
 19 Certified Electronic Reporter
 20 586-468-2411
 21
 22
 23
 24
 25

1 Zoom Deposition
 2 Thursday, August 4, 2022
 3 11:04 a.m.
 4
 5 BELINDA BROWN
 6
 7 was thereupon called as a witness herein, and after
 8 having first been duly sworn to tell the truth, the
 9 whole truth and nothing but the truth, was examined
 10 and testified as follows:
 11
 12 EXAMINATION
 13
 14 BY MS. BROOKS:
 15
 16 Q Ms. Brown, my name is Rejanae Brooks. I'm
 17 appearing today on behalf of the plaintiff.
 18
 19 If I ask you something you don't understand
 20 what I said or, you know, also I'm in Michigan as
 21 well and my internet is just not good so if you
 22 can't hear me, please let me know, I'll repeat the
 23 question. Okay?
 24 A No problem. Yes.
 25 Q Could you please state your name for the record,

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 25

1 please?
 2 A Belinda Brown.
 3 Q And are you currently employed?
 4 A Yes.
 5 Q Where are you currently employed?
 6 A The City of Detroit.
 7 Q What is your role?
 8 A I am a recruiter.
 9 Q How long have you been a recruiter?
 10 A Since October 10, 2016.
 11 Q And what do you do in that position?
 12 A I have a number of departments that I recruit for.
 13 So if the department states that they are looking
 14 to fill any of their vacancies, I will post them on
 15 our City's website.
 16 Q You said on the City website?
 17 A Yes. On the City of Detroit website.
 18 Q Do you do anything other than post the vacancies on
 19 the website?
 20 A I go out and look for talent based on what the
 21 department is seeking, what position they're
 22 looking for to fill.
 23 Q Where would you go out to look for talent?
 24 A At the community college. Depending on what title
 25 it is, I'll go to the schools, the high schools,

Page 3

Page 5

1 community out reach that's out there. I'll go on
2 Indeed, LinkedIn, any type of organizations.
3 Q So you said you started at the City of Detroit in
4 October of 2016?
5 A Correct.
6 Q Did you have any job before then?
7 A Yes.
8 Q Where were you employed?
9 A I was employed at Whelan Security as an HR manager.
10 Q And how long were you there?
11 A For one year.
12 Q What is Whelan Security?
13 A It's a contract security company.
14 Q And you said you were HR there; correct?
15 A HR manager.
16 Q So what was some of your duties as HR manager?
17 A As a human resources generalist, I did everything
18 from the hiring to the recruitment piece, to the
19 onboarding, benefits, employee relations, the whole
20 realm of HR.
21 Q What's your highest level of education?
22 A A bachelor's degree.
23 Q In what?
24 A Business administration, major human resources.
25 Q When did you obtain that?

Page 6

1 A 2006.
2 Q And where did you get that degree?
3 A Sienna Heights University.
4 Q I'm sorry. Sienna or did you say Sienna?
5 A Sienna Heights University in Adrian, Michigan.
6 Q Perfect.
7
8 In your current position as a recruiter for
9 the City of Detroit, do you have to take any
10 trainings or get any certificates?
11 A Repeat the question, please.
12 Q In your current position for the City of Detroit as
13 the recruiter, do you have to get any, do you do
14 any trainings or receive any certificates?
15 A I have received training and certificates.
16 Q What kind of trainings?
17 A Any type of human resources training. But since
18 I've been employed with the City of Detroit I
19 received a certificate of, certification in human
20 resources generalist with our talent development
21 division.
22 Q So no yearly, like you don't have to do anything
23 yearly to keep your position?
24 A No.
25 Q As the recruiter, I know you keep saying HR

Page 7

1 generalist, is that interchangeable, like the
2 recruiter and HR generalist?
3 A With the City of Detroit I am a recruiter. But
4 when I worked at Whelan, I was HR manager it's like
5 the realm of it is like a generalist. So I did the
6 A through Z of human resources compared to with the
7 City of Detroit I'm just a recruiter.
8 Q So what I'm hearing and you can correct me if I'm
9 wrong is for the City of Detroit you just strictly
10 do recruiting. So that's going out and trying to
11 fill vacancies?
12 A Correct. Yes.
13 Q So do you have any say in the hiring and firing of
14 employees for the City of Detroit?
15 A The hiring along with the department is what I do.
16 Q Could you explain -- yeah. Let me just, what
17 exactly are you involved in in the hiring?
18 A I meet with the department, they let me know what
19 their vacancy is and I will post that vacancy
20 title. Whatever that position is, I will post it.
21 Once the position comes down, the posting comes
22 down, it closes, then me and the department will
23 set up an interview or if a test is required
24 they'll take a test. Those pass the test will, me
25 and the department will set up interviews. Once

Page 8

1 the person meets all the qualifications for the
2 interview they are placed on the eligibility list
3 and then we hire.
4 Q And is that decision to hire up to you or someone
5 else?
6 A Based on the scoring of the eligibility list, it's
7 based on who's next in line to be hired.
8 Q And so did you have -- what did you do to prepare
9 for today's deposition?
10 A I met with my attorney.
11 Q Did you review any documents?
12 A Yes.
13 Q Did you help produce any documents for this matter?
14 A I want to say, yes. Yes.
15 Q Is that typical that you would help produce the
16 documents?
17 A This is my first time in doing a deposition or
18 being --
19 Q This is your first time doing, taking a deposition?
20 A With the City of Detroit in this matter with the
21 gentleman that we're speaking of.
22 Q So this is also your first time helping produce
23 documents in this particular matter?
24 A Correct.
25 Q I want to talk a little bit about some of the

Page 9

1 things at the City of Detroit, in particular the
2 procedures.
3
4 So are you aware of like any retention
5 policies for personnel files?
6 A No.
7 Q So is it common to put out a vacancy for -- well,
8 scratch that.
9
10 Is it typical that the City of Detroit would
11 try to go and rehire individuals?
12 A It's typical for the City of Detroit to rehire if
13 the individual apply online and they meet all the
14 qualifications, we move forward with the hiring.
15 Q Has there ever been an instance where the City of
16 Detroit was seeking to rehire with, that was the
17 targeted individual, people who had previously
18 worked for the City of Detroit?
19 A No.
20 Q Could you explain the process of what it looks like
21 when someone is applying for rehire. What does
22 that look like?
23 A So someone that is applying for a position -- this
24 is the question you're asking. Someone that is
25 applying for the position and they just happen to

Page 10

1 be a rehire or are you speaking we're targeting
2 someone and we want that person to come be rehired
3 back?
4 Q Have you ever targeted someone to come back?
5 A No.
6 Q So my question is just a little bit more general.
7 Someone submits an application, they are, I guess,
8 applying for -- I don't even know how to phrase
9 this. They used to be employed by the City of
10 Detroit, they are now reapplying, what happens on
11 your end?
12 A They would apply online, the application, fill out
13 the application. If the position requires a test,
14 they will take the test. If they pass the test,
15 the next step would be the interview. And if they
16 pass the interview then they will be placed on an
17 eligibility list. And then based on their ranking,
18 if they are next in line then they will be hired.
19 If not, they stay on the eligibility list for
20 ninety days.
21 Q What do you mean by next in line?
22 A Is a ranking.
23 Q A ranking amongst all of the people who apply?
24 A All of the people that passed. So those that pass
25 the interview, let's say we interview ten people

Page 11

1 and eight people pass that interview, the eight
2 that passed are now placed on the eligibility list.
3 And everything at this point --
4 Q I'm sorry. I didn't mean to cut you off. And you
5 said, and everything is what?
6 A Ranked.
7 Q Ranked based on what?
8 A Their scores.
9 Q So is it safe to say that whoever got the highest
10 score is like the first in line?
11 A Yes.
12 Q So is there anything special that takes place when
13 an application has -- I'm sorry, when somebody who
14 has already worked for the City of Detroit applies?
15 It's all, is it just like standard, straight across
16 the board?
17 A Yes. But there are a number of tiers. There are
18 some positions that requires a computerized based
19 test and there are some positions that doesn't. So
20 if it requires a computerized test or a physical
21 agility test, the computerized test, we go this
22 way, the process is this way. If it's a physical
23 agility test, the process is this way. Or if it's
24 just a straight interview, the process is this way.
25 Q So would you look at a personnel file of someone

Page 12

1 who previously worked for the City of Detroit in
2 consideration of the application?
3 A Please repeat the question.
4 Q Would you look at the personnel file of a person
5 who had previously worked for the City of Detroit
6 in consideration for the application?
7 A If they are marked as non rehireable we wouldn't be
8 able to move forward with hiring that individual.
9 Q How would you know they were marked non rehireable?
10 A Based on our -- based on the personnel file and
11 based on our payroll system.
12 Q So when would you look at the personnel file?
13 A Once they have completed the whole process.
14 Q So they have passed the -- well, if there is
15 required for a test, they have already passed all
16 the tests and the physical test, now you're looking
17 at the personnel file?
18 A Correct.
19 Q And could you explain to me some circumstances on
20 when someone would be non rehireable?
21 A If a department sees that an individual used to
22 work for the City, then I will be notified. And
23 then at that point a research will be done where
24 I'll pull the personnel file to see what the status
25 is.

Page 13

1 Q I'm not sure you understood my question.
 2
 3 I'm asking for some examples of what makes
 4 someone non rehireable.
 5 A Because that's on our employee services side,
 6 because now the individual is now working and being
 7 employed with the City, employee services is
 8 another division, they would know all of that. I
 9 would not know that. All I would see is what is in
 10 the system or what was marked. So I wouldn't be
 11 able to answer that.
 12 Q That's fair.
 13
 14 Do you know someone currently in the employee
 15 services division?
 16 A They have probably fifteen employees. They have a
 17 number.
 18 Q Is there like a head person in that department?
 19 A It is.
 20 Q Who is that?
 21 A Raquiba Dismuke.
 22 Q Could you spell that?
 23 A Yes. R-A-Q-U-I-B-A. And her last name is D-I-S-M-
 24 U-K-E.
 25 Q I'm sorry, you cut out. Could you spell the last
 Page 14

1 name one more time, please?
 2 A D-I-S-M-U-K-E.
 3 Q Perfect. Thank you.
 4
 5 And so she would be the person to talk to if I
 6 wanted to know about what makes someone non
 7 hireable?
 8 A Correct.
 9 Q I know that you already said that you are not
 10 familiar with the retention policy of documents for
 11 the City of Detroit; correct?
 12 A Correct.
 13 Q As far as personnel files go?
 14 A Correct.
 15 Q Do you know who would know about that?
 16 A Our chief of policy and planning.
 17 Q Chief of policy and planning.
 18 A Her name is Kimberly Hall Wagner.
 19 Q And you said chief of policy and planning?
 20 A Correct.
 21 Q Well, I don't like to waste a lot of time so I want
 22 to get straight to it.
 23
 24 Can you recall the first time speaking to Mr.
 25 Richard Cadoura?
 Page 15

1 A During our physical agility test with EMS division.
 2 Q And that was your first time speaking to him during
 3 the physical agility test?
 4 A Correct.
 5 Q So when he submitted an application, were you
 6 notified of the application?
 7 A Yes.
 8 Q After receiving his application, what happened?
 9 A So a posting is posted, individuals apply online.
 10 Him and along with other applicants, I send them a
 11 notification to attend the next physical agility
 12 test with the EMS division on this particular day,
 13 at this particular time. Those that show up, we
 14 start the physical agility test. They get
 15 introduced to what's going to happen next, they go
 16 out to the bay to see what the physical agility
 17 test entails and then they take the test.
 18 Q So the notification to attend the physical agility
 19 test, is that considered an offer of employment,
 20 was that a conditional offer or is that just, what
 21 is that?
 22 A So for the EMS division, they were seeking to hire
 23 EMTs, emergency medical technician and paramedics.
 24 So in order for them to, in order for the division
 25 to hire, to get ready to start the process we have
 Page 16

1 to make sure that they are able to do the physical
 2 piece of being an EMT or a paramedic.
 3
 4 So that is just them come in to do the
 5 physical portion of it. So, in other words, in the
 6 beginning when I mentioned we have individuals come
 7 in and take the computerized based test and that's
 8 the process that way or they come in and do an
 9 interview and that's a process this way. With EMS
 10 their process begins with the physical agility
 11 test.
 12 Q So once an individual passes the physical agility
 13 test then what's next after that?
 14 A An oral interview.
 15 Q And who is the oral interview with?
 16 A It's a human resources recruiter along with a
 17 member of the EMS division, one of their captains
 18 or one of their lieutenants.
 19 Q And this is when we get in the ranking system?
 20 After this, if they pass that interview then
 21 they're ranked?
 22 A On the eligibility list, yes.
 23 Q So did Mr. Cadoura pass the physical agility test?
 24 A Yes.
 25 Q And was he invited to an oral interview?
 Page 17

1 A Yes.
 2 Q Do you recall who his oral interview was with?
 3 A Yes. Me and Captain Walinsky.
 4 Q Walinsky. Can you spell that?
 5 A W-A-L-I-N-S-K-Y.
 6 Q And did he pass this oral interview?
 7 A Yes.
 8 Q And so he was placed on the eligibility list?
 9 A Yes.
 10 Q And ranked?
 11 A Yes.
 12 Q So was he ever offered employment after he was
 13 ranked?
 14 A Yes.
 15 Q So once he was offered employment, then what
 16 happened?
 17 A I send, along with him and some other individuals
 18 that passed, I send the department, the division,
 19 the EMS division a list of names on who will be
 20 moving forward in the hiring process so they can do
 21 their steps. I don't know what their steps is but
 22 just giving them the names of, these are the next
 23 group of EMTs or paramedics that will be hired and
 24 I just give it to the division.
 25 Q Do you recall the other applicants who were moving
 Page 18

1 forward with Mr. Cadoura?
 2 A No, I cannot.
 3 Q And you said that you give the list of the people
 4 who are moving forward to the EMS department?
 5 A Correct.
 6 Q Who was in charge of that, who received that list?
 7 A I cannot recall who the individuals are but it
 8 would be -- I cannot recall.
 9 Q Is it always the same position like the chief of
 10 EMS or who typically receives that list?
 11 A I cannot recall.
 12 Q Let me ask you this. Is it a similar setup today
 13 as, you know, people go through, they do the oral
 14 interview, they are placed on an eligibility list
 15 and ranked? Do you still send the list of names to
 16 the department that they're being hired into?
 17 A No. Because we have changed the process now as a
 18 whole, within the whole entire fire department.
 19 Q So what happens now?
 20 A We are hiring fire fighters and they are doing dual
 21 roles. So they come in as a fire fighter and
 22 they'll do a twenty week academy. And at the end
 23 of the academy they are now EMTs. So when they get
 24 out and do their roles after completing the academy
 25 they are now fire fighter/EMTs.
 Page 19

1 Q So taking you back to when you sent the list of Mr.
 2 Cadoura and the other applicants to the EMS
 3 department, do you recall anyone saying anything to
 4 you about the list?
 5 A Yes.
 6 Q What do you recall?
 7 A One of the -- the chief mentioned that he was non
 8 rehireable.
 9 Q Is this Mr. Walinsky?
 10 A No. He is the captain.
 11 Q Who was the chief at the time?
 12 A Sean Larkins. S-E-A-N, Larkins, L-A-R-K-I-N-S.
 13 Q And he was chief of EMS?
 14 A He is chief of EMS.
 15 Q Oh. He is. And Mr. Walinsky is the captain of
 16 the --
 17 A Within EMS.
 18 Q And I might have cut you off to figure out who this
 19 person was. What did Mr. Larkins say to you after
 20 you sent the list?
 21 A He stated that he was non rehireable.
 22 Q Did he tell you why?
 23 A No.
 24 Q Did you ask why?
 25 A No.
 Page 20

1 Q So once you learned that he was non rehireable then
 2 what happened?
 3 A I pulled his personnel file.
 4 Q For what purpose?
 5 A To see why he is non rehireable.
 6 Q Did you figure it out?
 7 A It is listed in the personnel file.
 8 Q Do you recall what it said?
 9 A No. Not as of today.
 10 Q Did you discuss the fact that Mr. Cadoura was non
 11 rehireable with anyone after you learned that?
 12 A I brought it back up to Chief Larkins by letting
 13 him know I see.
 14 Q And was that the end of the discussion?
 15 A No. I had to put a letter together to let Mr.
 16 Cadoura know that he was not able to move forward
 17 in the hiring process.
 18 Q And did you tell him why?
 19 A No.
 20 Q Did he ask you?
 21 A I never had a verbal conversation with him. It was
 22 communicated via email.
 23 Q You never had a verbal conversation with him
 24 throughout the process or after you learned he was
 25 non rehireable?
 Page 21

1 A Throughout the whole entire process.
 2 Q What do you consider a verbal communication?
 3 A Me actually talking to an individual.
 4 Q In person or on the phone?
 5 A In person or on the phone.
 6 Q How did you communicate with Mr. Cadoura?
 7 A Via email.
 8 Q Solely email?
 9 A Solely email.
 10 Q So did Mr. Cadoura respond to your email after you
 11 informed him that he was no longer considered?
 12 A I don't recall.
 13 Q Are you aware of any of Mr. Cadoura's past --
 14 scratch that.
 15
 16 After you learned that he was -- actually,
 17 scratch that.
 18
 19 When he applied, could you see that he was a
 20 rehire?
 21 A No.
 22 Q So you had no knowledge of that until Mr. Larkins
 23 informed you?
 24 A Correct.
 25 Q And in the personnel file was, was there anything
 Page 22

1 speaking to his previous employment?
 2 A So in his personnel file, during the time that he
 3 worked for the City to the last day of work and the
 4 reason why he was non rehireable is listed.
 5 Q Did you see anything regarding disciplinary issues
 6 in his personnel file?
 7 A It is on that one sheet that states the reason that
 8 he is non rehireable.
 9 Q So the reason is the only thing that spoke to
 10 discipline? I guess my question is like, did you
 11 see write-ups or anything like that in the file?
 12 A No.
 13 Q I should have done this earlier. Are you alone in
 14 the room?
 15 A I am.
 16 Q And is there anything in front of you?
 17 A The TV.
 18 Q So you said that the only thing that spoke to
 19 discipline was the reason why he was non
 20 rehireable?
 21 A So just asking, do you have the sheet that states
 22 his last day? Because all that is on there, the
 23 date, the last day that he worked and the reason
 24 why he is not recommended to return back to work.
 25 Q I do. I do have it. I just wanted to see what you
 Page 23


1 knew before I bring anything up. But mainly the
 2 question was, were there writeups in there as well.
 3 I just wanted to know your knowledge because you
 4 said you were hired in 2016; right?
 5 A That's correct.
 6 Q He was there, his previously employment was before
 7 you started. I wanted to know what you knew about
 8 his previous employment.
 9 A Even though I was hired in October 2016, I didn't
 10 go over to the fire department until July 2017.
 11 Q So do you know anything about any other lawsuits
 12 that Mr. Cadoura is involved in?
 13 A No.
 14 Q To this day you do not?
 15 A I received an email maybe the beginning of this
 16 year in regards to this whole process that we're
 17 going through right now. And that's when I
 18 received knowledge.
 19 Q So what were you told about those?
 20
 21 MR. MCFARLANE: I'm going to object as
 22 privileged.
 23
 24 MS. BROOKS: I'm almost certain that -- so
 25 that's just for the record. I'm pretty sure she
 Page 24

1 can still answer if she knows; right?
 2
 3 MR. MCFARLANE: No. She's not answering that.
 4 It's a communication with an attorney, she's
 5 absolutely not answering.
 6
 7 MS. BROOKS: So let me rephrase it.
 8
 9 BY MS. BROOKS:
 10
 11 Q What did you learn about the other lawsuits?
 12 A I have no knowledge of any lawsuits.
 13 Q I'm talking about when you said that you were
 14 informed about them at the beginning of the year.
 15
 16 MR. MCFARLANE: That mischaracterizes her
 17 testimony.
 18
 19 MS. BROOKS: Ms. Bertin, is that how you
 20 pronounce it? Could you please reread, I want to
 21 say when I asked what she knew about it?
 22
 23 (Whereupon the question and answer were played
 24 back by the court reporter.)
 25
 Page 25

<p>1 BY MS. BROOKS: 2 3 Q So my question is, what did you learn about it? 4 You said you received knowledge at the beginning of 5 the year. What did you learn? 6 A That I was involved in what we're doing right now. 7 Q And did you know what your involvement was? 8 A No. 9 Q Do you know now? 10 A That I hired him and was in the process of hiring 11 him and he wasn't hired because of a previous 12 lawsuit. 13 Q I want to pull up some documents, please forgive me 14 it might be slow. I usually have multiple screens. 15 16 Can you see my screen, Ms. Brown? 17 A Yes. 18 Q Are you able to read it or do I need to zoom? 19 A No. I can read it. 20 Q Do you know what this is? 21 A This is an offer letter. 22 Q And does it look like the offer letter that Mr. 23 Cadoura received? 24 A Yes. 25 Q And it says, you know, sincerely Belinda Brown. Page 26</p>	<p>1 screen? 2 A Yes. 3 Q Are you able to read it or do I need to zoom? 4 A No. I am able to read it. 5 Q So this is an email from Sean Larkins who you have 6 informed me is the chief of EMS. 7 A Correct. 8 Q And this is to -- who is this to? 9 A Kemia Crosson. She is the employee services 10 consultant. 11 Q And who is Zack Sydney or Sydney Zack? 12 A So Sydney Zack used to be the deputy commissioner, 13 the second deputy commissioner. 14 Q Okay. 15 A Within the fire department. 16 Q So Mr. Larkins tells Kemia that she will be 17 receiving an application for rehire from a Richard 18 Cadoura. Please pull his file and speak to the 19 department prior to making any decisions. Are you 20 aware of this email? 21 A No, I am not. 22 Q Is it common for Mr. Larkins to know that he's 23 going to receive -- 24 25 MR. MCFARLANE: I'm going to object. It calls Page 28</p>
<p>1 Did you personally send this to him? 2 A Yes. 3 Q And it says that this offer is contingent upon your 4 successful completion of a criminal background 5 investigation, driver's license, drug screening, 6 and pre employment medical evaluation. Is it safe 7 for me to say that this occurred after the physical 8 agility test and the oral interview"? 9 A Yes. 10 Q Do you recall if Mr. Cadoura -- I know it says you 11 may accept or decline this offer by responding to 12 this email by the expiration date of Friday, 13 December 22nd, 2017. Do you recall if he accepted 14 or declined? 15 A He did accept. 16 17 MS. BROOKS: I'm going to mark that exhibit as 18 Plaintiff's Exhibit 1, offer letter. 19 20 (Document marked for identification as 21 Plaintiff's Deposition Exhibit Number 1.) 22 23 BY MS. BROOKS: 24 25 Q Share my screen again. Ms. Brown, can you see my Page 27</p>	<p>1 for speculation. 2 3 MS. BROOKS: Okay. 4 5 MS. BROOKS: 6 7 Q You can answer. 8 A I don't know. 9 Q How would he know he was receiving an application 10 from -- 11 12 MR. MCFARLANE: Objection. Calls for 13 speculation. 14 15 BY MS. BROOKS: 16 17 Q If you know, you can answer. 18 A I don't know. 19 Q But he's not involved in the -- he's not involved in 20 the application intake process, is he? 21 A No. Not the application intake process. 22 Q And is it common to pull someone's file prior to 23 making any decisions? 24 A Repeat your question. 25 Page 29</p>

<p>1 MR. MCFARLANE: Objection. Vague. 2 3 BY MS. BROOKS: 4 5 Q Is it common to pull an applicant's file prior to 6 making any decisions of hiring? 7 A No. 8 9 MS. BROOKS: I'm going to mark this as 10 Plaintiff's Exhibit 2, a February 24th, email. 11 12 (Document marked for identification as 13 Plaintiff's Exhibit Number 2.) 14 15 THE WITNESS: Can you repeat that last question 16 again? I apologize. 17 18 MS. BROOKS: I don't want to misstate it. I 19 don't remember how I worded it, so Ms. Bertin could 20 you read that back, please? 21 22 (Whereupon the question was read back by the 23 court reporter.) 24 25 THE WITNESS: So prior to hiring?</p> <p style="text-align: right;">Page 30</p>	<p>1 Q Were you directed to send this email? 2 A After -- yes. 3 Q Who directed you to send this email? 4 A I don't recall. 5 6 MS. BROOKS: I'm going to mark this as 7 Plaintiff's Exhibit 3, regret letter. 8 9 (Document marked for identification as 10 Plaintiff's Deposition Exhibit Number 3.) 11 12 BY MS. BROOKS: 13 14 Q Can you see my screen? 15 A Yes. 16 Q Do you recognize this? 17 A It looks like a text message. 18 Q So this first text message is from December 22nd of 19 2017. And it says, "Good evening, Ms. Brown. Sorry 20 for the inconvenience but I just wanted to check to 21 make sure you received my email earlier today. By 22 the way, this is Richard Cadoura." 23 24 Do you recall receiving this text? 25 A As of today, no. But I see it was a text submitted.</p> <p style="text-align: right;">Page 32</p>
<p>1 2 BY MS. BROOKS: 3 4 Q Correct. 5 A Once we determine that a person was a previous 6 employee, it is not common to pull a person's 7 personnel file, a previous employee personnel file. 8 Q Okay. 9 A To see if they are rehireable. 10 Q Can you see my screen, Ms. Brown? 11 A Yes. 12 Q And I know this one looks a little bit different. 13 Are you able to read it or do I need to zoom? 14 A I'm able to read it. 15 Q Okay. And this is -- do you know what this it? 16 A Yes. 17 Q What is it? 18 A It's letting him know that we regret to inform that 19 he's no longer considered for employment with the 20 City of Detroit EMS division. 21 Q And did you send him this? 22 A Yes. 23 Q Were you directed to send this email? I think it 24 was an email. Was it an email or a letter? 25 A It's an email.</p> <p style="text-align: right;">Page 31</p>	<p>1 Q And it does say -- can you see my mouse? 2 A I do. 3 Q So right here it says, Ms. Brown, Detroit HR. 4 A Yes. 5 Q Is it safe to say that this is you? 6 7 MR. MCFARLANE: Objection. Calls for 8 speculation. 9 10 MS. BROOKS: You can answer, if you know. 11 12 MR. MCFARLANE: This isn't her phone. How 13 would she know who that is? 14 15 BY MS. BROOKS: 16 17 Q Right. If you know. 18 A I don't know. 19 Q Well, it says here, "I did. Thanks. Merry 20 Christmas to you and your family." 21 22 Do you recall sending that text? 23 A No. I do not recall. 24 Q Well, down here where it says January 8th, 2018. 25 "Good afternoon, Ms. Brown. This is Richard Cadoura</p> <p style="text-align: right;">Page 33</p>

<p>1 and my physical and drug screen are complete." 2 3 Do you recall receiving that? 4 A I don't. 5 Q Was Mr. Cadoura in contact with you about his 6 physical and drug screen? 7 A I don't recall. 8 Q Do you remember if he was in contact with anyone 9 else during his process of onboarding? 10 A I cannot -- I don't recall. 11 Q Do you know if you were the main point of contact? 12 A I had an assistant who is no longer here. 13 Q Who was your assistant at the time? 14 A Cheremy (ph) Matthews. But I cannot say if she was 15 here at that time. I mean, it was so long ago. I 16 can't say if she was actually, you know, what -- 17 Q You're not aware of what dates she was employed? 18 A No. 19 20 MS. BROOKS: I'm going to mark the last exhibit 21 as Plaintiff's Exhibit 4, text message 1. 22 23 (Document marked for identification as 24 Plaintiff's Deposition Exhibit Number 4.) 25</p> <p style="text-align: right;">Page 34</p>	<p>1 Do you recall sending that? 2 A I do not. 3 4 MS. BROOKS: I'm going to mark this as 5 plaintiff's Exhibit 5, text message 2. 6 7 (Document marked for identification as 8 Plaintiff's Deposition Exhibit Number 5.) 9 10 BY MS. BROOKS: 11 12 Q Ms. Brown? 13 A Yes. 14 Q Prior to receiving Mr. Cadoura's application, were 15 you aware of who he was? 16 A No. 17 18 MS. BROOKS: Can we take like five minutes? 19 You okay with that? 20 21 MR. MCFARLANE: Yes. 22 23 (Brief pause.) 24 25 BY MS. BROOKS:</p> <p style="text-align: right;">Page 36</p>
<p>1 1 BY MS. BROOKS: 2 2 3 3 Q I'm going to share my screen. Can you see my 4 4 screen? 5 5 A Yes, I can. 6 6 Q So this appears to be to the same person; correct? 7 7 Right here. As the last text message. 8 8 A Yes. 9 9 Q So this text message, January 9th, 2018 says, "Good 10 10 afternoon. You are all set. You can put in your 11 11 two weeks notice. The academy starts on Monday, 12 12 nd 13 13 January 22 . Someone will contact you and tell you 14 14 15 15 Do you see that? 16 16 A I do. 17 17 Q Do you recall sending that? 18 18 A I do not. 19 19 Q It says, "This is a great day. Thank you so much 20 20 for everything." 21 21 22 22 And on January 12th, 2018 the text message 23 23 says, "This is Belinda Brown, HR recruiter for the 24 24 City of Detroit. Please give me a call when you are 25 25 available."</p> <p style="text-align: right;">Page 35</p>	<p>1 2 2 Q Ms. Brown, you said that you pulled Mr. Cadoura's 3 3 personnel file; correct? 4 4 A Correct. 5 5 Q Are you able to see my screen? 6 6 A Yes. 7 7 Q Does this look like what you saw when you pulled his 8 8 personnel file? 9 9 A Yes. 10 10 Q And this says it's a notice of resignation 11 11 evaluation, recommendation for reinstatement. Is 12 12 this the only thing that was in the personnel file? 13 13 A That's the only thing I received from the personnel 14 14 file. 15 15 Q And I want to scroll down here where it says, "If 16 16 reinstatement is not recommended, state the reason." 17 17 And it says, "Pending discipline, poor work 18 18 behavior." 19 19 20 20 Is that what you read as well? 21 21 A Yes. 22 22 Q Do you know what the pending discipline was? 23 23 A No. 24 24 Q Did you ever ask to find out? 25 25 A No.</p> <p style="text-align: right;">Page 37</p>

<p>1 Q Do you know who knows what the pending discipline 2 is? 3 A I don't know. 4 Q Do you know what the poor work behavior was? 5 A I do not. 6 Q Do you know who knows? 7 A I do not. 8 Q So right here it says, "Reinstatement is governed by 9 Human Resources Rule 15." I'm going to stop right 10 there. Is there like a pamphlet of the Human 11 Resources Rules? 12 A Yes. 13 Q It says, "To be eligible for reinstatement the 14 applicant must have at least one year of prior 15 service and resigned in good standing. Applications 16 for reinstatement will be accepted for a period of 17 between three months and twenty-four months 18 following the last day on the active payroll." 19 20 Okay. It says, good standing. What's the 21 definition of good standing because I'm not -- yeah. 22 What's the definition of good standing? 23 A Because I am a recruiter and not employee services, 24 I could not tell you what their definition would be 25 in regards to good standing.</p> <p style="text-align: right;">Page 38</p>	<p>1 (Document marked for identification as 2 Plaintiff's Deposition Exhibit Number 6.) 3 4 MS. BROOKS: And I believe that that is it for 5 me. 6 7 Do you have any? I'm not sure if you want to 8 go. 9 10 MR. MCFARLANE: I have no questions. 11 12 MS. BROOKS: All right, Ms. Brown. Well, I 13 really appreciate your time. 14 15 (Deposition concluded at 12:15 p.m.) 16 17 - - - 18 19 20 21 22 23 24 25</p> <p style="text-align: right;">Page 40</p>
<p>1 Q Would Raquiba be able to speak to that? 2 A Yes. And Kemia Crosson because she is the employee 3 services consultant for the fire department. 4 Q I want to make sure I have this distinction. So 5 Raquiba is the, she's just the head of employee 6 services? 7 A Well, she's the manager. 8 Q For multiple units? 9 A Within employee services. 10 Q And so Kemia is specifically over the fire 11 department? 12 A Correct. 13 Q So are you aware what the Human Resources Rule 15 14 is? 15 A Not offhand. I don't know it. I can't memorize it. 16 I don't know. 17 Q As far as eligibility for reinstatement, do you know 18 what exactly is needed? 19 A No. Because that's employee services. 20 Q So I would need to talk to Kemia? 21 A Correct. 22 23 MS. BROOKS: I'm going to mark this as, I 24 believe, Plaintiff's Exhibit 6, personnel file. 25</p> <p style="text-align: right;">Page 39</p>	<p>1 CERTIFICATE OF NOTARY 2 3 STATE OF MICHIGAN) 4) 5 COUNTY OF OAKLAND) 6 7 I certify that this transcript, consisting 8 of 41 pages, is a complete, true, and correct record of 9 the testimony of BELINDA BROWN, held in this case on 10 Thursday, August 4th, 2022. 11 I also certify that prior to taking this 12 deposition, BELINDA BROWN, was duly sworn to tell the 13 truth. 14 I also certify that I am not a relative or 15 employee of or an attorney for a party; or financially 16 interested in the action. 17 August 10, 2022  18 19 Amy Bertin, CER-3871 20 Notary Public 21 Oakland County, Michigan 22 My Commission Expires: 08-12-24 23 24 signature not requested 25</p> <p style="text-align: right;">Page 41</p>

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[08-12-24 - assistant]

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[attached - computerized]

<p>attached 3:13 attend 16:11,18 attorney 9:10 25:4 41:15 august 1:23 4:2 41:10,17 available 35:25 avenue 2:13 aware 10:4 22:13 28:20 34:17 36:15 39:13</p>	<p>benefits 6:19 bertin 2:18 25:19 30:19 41:19 bit 9:25 11:6 31:12 board 12:16 brief 36:23 bring 24:1 brooks 2:3 3:7 4:14,16 24:24 25:7,9,19 26:1 27:17,23 29:3,5 29:15 30:3,9,18 31:2 32:6,12 33:10,15 34:20 35:1 36:4,10,18 36:25 39:23 40:4,12 brought 21:12 brown 1:20 3:5 4:5,16 5:2 26:16 26:25 27:25 31:10 32:19 33:3,25 35:23 36:12 37:2 40:12 41:9,12 business 6:24</p>	<p>cadoura's 22:13 36:14 37:2 call 35:24 called 4:7 calls 28:25 29:12 33:7 captain 18:3 20:10,15 captains 17:17 carla 2:4 case 1:9 41:9 cer 2:18 41:19 certain 24:24 certificate 7:19 41:1 certificates 7:10 7:14,15 certification 7:19 certified 2:19 certify 41:7,11 41:14 changed 19:17 charge 19:6 check 32:20 cheremy 34:14 chief 15:16,17,19 19:9 20:7,11,13 20:14 21:12 28:6 christmas 33:20 circumstances 13:19 city 1:15 2:12 5:6,16,17 6:3 7:9,12,18 8:3,7,9 8:14 9:20 10:1 10:10,12,15,18</p>	<p>11:9 12:14 13:1 13:5,22 14:7 15:11 23:3 31:20 35:24 city's 5:15 closes 8:22 college 5:24 come 11:2,4 17:4 17:6,8 19:21 comes 8:21,21 commencing 1:23 commission 41:22 commissioner 28:12,13 common 10:7 28:22 29:22 30:5 31:6 communicate 22:6 communicated 21:22 communication 22:2 25:4 community 5:24 6:1 company 6:13 compared 8:6 complete 34:1 41:8 completed 13:13 completing 19:24 completion 27:4 computerized 12:18,20,21 17:7</p>
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[concluded - employee]

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[employee - human]

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[identification - mcfarlane]

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[rehireable - status]

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Federal Rules of Civil Procedure

Rule 30

(e) Review By the Witness; Changes.

(1) Review; Statement of Changes. On request by the deponent or a party before the deposition is completed, the deponent must be allowed 30 days after being notified by the officer that the transcript or recording is available in which:

(A) to review the transcript or recording; and

(B) if there are changes in form or substance, to sign a statement listing the changes and the reasons for making them.

(2) Changes Indicated in the Officer's Certificate.

The officer must note in the certificate prescribed by Rule 30(f)(1) whether a review was requested and, if so, must attach any changes the deponent makes during the 30-day period.

DISCLAIMER: THE FOREGOING FEDERAL PROCEDURE RULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

THE ABOVE RULES ARE CURRENT AS OF APRIL 1,

2019. PLEASE REFER TO THE APPLICABLE FEDERAL RULES

OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

VERITEXT LEGAL SOLUTIONS
COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

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EXHIBIT 6G

Human Resources Rule 15, Reinstatement

HUMAN RESOURCES DEPARTMENT

RULE 15

REINSTATEMENT

Section 1. Procedure

- a. A person who has previously been in the classified service for a continuous period of not less than one year, and who resigned from such service in good standing, may submit a written application for reinstatement to the Human Resources Director, provided such application is submitted within two years after leaving City service and provided the applicant meets the other eligibility requirements as set forth in this Rule.
- b. Upon receipt of such application, the Human Resources Director shall investigate the circumstances of the applicant's former employment with the City including obtaining of written statements from the department (or departments) in which the applicant was previously employed during the last twelve months of employment in City service. In addition, if the applicant seek reinstatement to a class in an occupational series other than the one he/she was employed in during the last twelve months of employment, then such statements shall also be requested from the latest department employing the applicant in that occupational series.

The statements from the former employing department(s) shall relate to the character of service and demonstrated work habits of the applicant and shall include a specific recommendation as to whether or not the employee's request for reinstatement should be granted.

- c. In the event the Human Resources Director shall determine that reinstatement of the applicant would be in the best interests of City service, the former employee's name shall be placed on the preferred eligible register for the classification in which the employee last held permanent status, or alternatively, upon written request of the former employee, the Human Resources Director may place the former employee's name on the preferred eligible register for an equivalent or lower class in which the former employee previously held permanent status in lieu of placement on the preferred eligible register in which he/she last held permanent status.

Section 2. Explanation of Eligibility Requirements

- a. Written Application – All requests for reinstatement must be made in writing on forms prescribed by the Human Resources Director.

- b. Service Requirement – The requirement of not less than one year of service shall mean a period of not less than 2080 hours of paid time in a calendar period of at least twelve months, as a certified employee in the classified service. However, if a person requests reinstatement to a special service classification, the service requirement shall be construed as satisfactory completion of the prescribed probation period for the special service class.
- c. Period of Eligibility – The two year period cited in Section (1) above shall be considered as commencing with the first day the employee is off the payroll for any reason, including leaves of absence. In the instance of employees resigning while on departmental or official leave of absence or at the termination of such leave, payment for unliquidated vacation or other time will not be considered as affecting the commencement of the eligibility period.
- d. Good Standing – To be eligible for reinstatement, the former employee must have resigned in “good standing”. “Good standing” shall mean a record of good work performance as determined by the Human Resources Director based upon the report(s) from the previous employing department(s) as described in Section (1), and other relevant information available to the Human Resources Director.
- e. Time of Application – Applications for reinstatement will not be accepted for a period of ninety (90) days following resignation.

Section 3. Other Conditions of Reinstatement:

- a. Seniority – Persons re-employed as a result of reinstatement shall not receive any seniority credit for previous service nor any benefits based on seniority for previous service.
- b. Physical Requirements – An applicant for reinstatement must be physically and mentally capable of performing all the duties of the classification for which he seeks reemployment.
- c. Second Reinstatements – A person is eligible for reemployment as a result of reinstatement only once. However, if the reinstated employee leaves City employment the second time and returns to City service by open-competitive examination and subsequently resigns, he/she may again apply for reinstatement provided the applicant meets the requirements as set forth in this Rule.

Section 4. Denial of Application for Reinstatement:

A person whose application for reinstatement is denied may review the reason(s) for such denial and may submit a written request for reconsideration to the Human Resources Director within ten (10) days after receiving notice of such denial. The Human Resources Director shall review the matter and inform the applicant of the results of such review. The Human Resources Director's decision after such reconsideration shall be final.

Where an application for reinstatement has previously been denied, a second application will not be accepted unless accompanied by a written communication for a department which had submitted a report of previous employment clearly stating that certain adverse statements concerning the applicant's previous employment were erroneous, inaccurate or incomplete, and the circumstances which gave rise to submission of the previous report.

C.S.C. Adopted: 11/13/79

Number Changed: 04/22/80 (Previously Designated as Rule XXI)

Revised: 5/19/04 (Deleted Residency Requirements)