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IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

BRANDON ROWELL, )  
 )  
Plaintiff, )  
 ) CIVIL ACTION  
vs. )  
 ) NO. 1:12CV-0491-WSD-RGV  
METROPOLITAN LIFE INSURANCE )  
COMPANY, ) VOLUME I  
 )  
Defendant. )

- - -

Deposition of BRANDON ROWELL, taken  
on behalf of the Defendant, pursuant to the  
stipulations agreed to herein, before  
Suzanne Beasley, Registered Professional  
Reporter and Notary Public, at 1201 West  
Peachtree Street, One Atlantic Center,  
Suite 2800, Atlanta, Georgia, on the 9th  
day of November, 2012, commencing at the hour  
of 10:34 a.m.

INDEX TO EXAMINATION		Page 2
Examination	Page No.	
By Mr. Konn .....	7	
INDEX TO EXHIBITS		
Exhibit No.	Page No.	
Defendant's Exhibit No. 1 .....	9	
EEOC Intake Questionnaire		
Defendant's Exhibit No. 2 .....	20	
Document addressed "To whom this may concern" from Mr. Rowell		
Defendant's Exhibit No. 3 .....	25	
EEOC Charge of Discrimination		
Defendant's Exhibit No. 4 .....	40	
2/4/11 Letter from Nicole Diggs		
Defendant's Exhibit No. 5 .....	47	
Request for notice of right to sue and attached documents		
Defendant's Exhibit No. 6 .....	53	
Dismissal and notice of rights		
Defendant's Exhibit No. 7 .....	56	
Complaint		
Defendant's Exhibit No. 8 .....	89	
Top 20 Brokers by Sold Premium		

INDEX TO EXHIBITS		Page 3
Exhibit No.	Page No.	
Defendant's Exhibit No. 9 .....	117	
Performance Improvement Plan		
Defendant's Exhibit No. 10 .....	189	
E-mail correspondence with top e-mail dated 2/19/10 from Mr. Trinkwon to Mr. Rowell		
Defendant's Exhibit No. 11 .....	268	
6/16/08 letter from Mr. Trinkwon to Mr. Rowell		
Defendant's Exhibit No. 12 .....	275	
E-mail correspondence with top e-mail dated 5/12/09		
Defendant's Exhibit No. 13 .....	280	
E-mail correspondence with top e-mail dated 7/14/09		
Defendant's Exhibit No. 14 .....	283	
E-mail correspondence with top e-mail dated 7/28/09		
Defendant's Exhibit No. 15 .....	290	
E-mail correspondence with top e-mail dated 12/14/09		
Defendant's Exhibit No. 16 .....	293	
E-mail correspondence dated 12/15/09 from Mr. Trinkwon to Mr. Rowell		
Defendant's Exhibit No. 17 .....	295	
E-mail correspondence dated 1/13/10 from Mr. Rowell to Mr. Trinkwon		
Defendant's Exhibit No. 18 .....	301	
E-mail correspondence with top e-mail dated 2/1/10 from Mr. Trinkwon to Mr. Rowell		

INDEX TO EXHIBITS		Page 4
Exhibit No.	Page No.	
Defendant's Exhibit No. 19 .....	301	
E-mail correspondence dated 2/19/10 from Mr. Trinkwon to Mr. Rowell and others, Subject, Associations		
Defendant's Exhibit No. 20 .....	308	
E-mail correspondence dated 2/23/10 from Mr. Trinkwon to Mr. Rowell and attached documents		
Defendant's Exhibit No. 21 .....	310	
E-mail correspondence dated 2/23/10 from Mr. Trinkwon to Mr. Rowell and attached documents		

APPEARANCES OF COUNSEL:		Page 5
On behalf of the Plaintiff:		
JAMIE G. MILLER, Esq. Law Office of Jamie Miller The Lenox Building 3399 Peachtree Road, N.E. Suite 400 Atlanta, Georgia 30326 [REDACTED].com		
On behalf of the Defendant:		
JAMIE M. KONN, Esq. DLA Piper LLP 1201 West Peachtree Street Suite 2800 Atlanta, Georgia 30309 [REDACTED].com		
DAVID R. WARREN, Esq. MetLife Legal Affairs Employment Law and Employee Benefits Section 1095 Avenue of the Americas New York, New York 10036-6796 [REDACTED].com (Via WebEx)		
Videographer:	Michael McElroy	
- - -		

**Page 6**

1 THE VIDEOGRAPHER: Good morning.  
2 This is the beginning of tape number one of  
3 the deposition of Mr. Brandon Rowell in the  
4 matter of Brandon Rowell versus  
5 Metropolitan Life Insurance Company, case  
6 number 1:12-CV-0491-WSD-RGV. The time on  
7 the monitor is 11:34 a.m. [sic]. The date  
8 is November the 9th, 2012.  
9 My name is Michael McElroy. I'm the  
10 videographer. The court reporter is  
11 Suzanne Beasley, and we are with Huseby  
12 Court Reporting.  
13 Counsel, please introduce yourselves,  
14 after which the court reporter will swear  
15 in the witness.  
16 MR. KONN: Jamie Konn with DLA Piper,  
17 representing defendant Metropolitan Life  
18 Insurance Company, which I'll refer to as  
19 MetLife throughout the deposition.  
20 We also have David Warren, who is  
21 senior counsel with MetLife, attending via  
22 web.  
23 Just for the record, it's actually  
24 10:34. I think you may not have changed  
25 the time to daylight savings.

**Page 7**

1 THE VIDEOGRAPHER: Yes.  
2 MR. KONN: But we'll recognize that  
3 for the rest of the time right here.  
4 MS. MILLER: I'm Jamie Miller. I  
5 represent Brandon Rowell, and I'm with the  
6 law firm of The Law Office of Jamie G.  
7 Miller.  
8 (The signature of the witness to the  
9 deposition was reserved.)  
10 BRANDON ROWELL,  
11 having been duly sworn, was examined and testified  
12 as follows:  
13 EXAMINATION  
14 BY MR. KONN:  
15 Q. Good morning, Mr. Rowell. Before we get  
16 started, just a few introductory issues for you,  
17 okay?  
18 First, I want to make sure you understand  
19 that this deposition is part of the discovery process  
20 in this case. I'm going to be asking you questions,  
21 and I expect you'll be answering those questions.  
22 The entire deposition will rerecorded by video and  
23 also by the court reporter, which means you need to  
24 answer everything verbally. That means no head nods,  
25 no huh-uhs or any other nonverbal response. Do you

**Page 8**

1 understand?  
2 A. Yes.  
3 Q. Second, if you do not understand one of my  
4 questions, please let me know. Otherwise, if you  
5 answer a question, I'll assume you understood my  
6 question. Okay?  
7 A. Yes.  
8 Q. Third is I will try to take a break every  
9 hour, hour and a half or so. I also plan on taking a  
10 break for lunch probably around, maybe at this point  
11 1:00 o'clock so we can get through as much as we can.  
12 If you do need to take a break before that, let me  
13 know, and we'll take one as soon as we can, as long  
14 as there's not a question pending anymore. Okay?  
15 A. Absolutely.  
16 Q. And are you taking any medication, have  
17 you consumed any alcohol or drugs, or is there any  
18 other reason you will not be able to testify fully  
19 and truthfully today?  
20 A. No.  
21 MS. MILLER: I just want to put on  
22 the record that we are going to have the  
23 witness read and sign this deposition, and  
24 I guess we are reserving all objections,  
25 except to form the question, responsiveness

**Page 9**

1 of the answer, so forth and so on.  
2 MR. KONN: If you tell me what so  
3 forth and so on are. I'm not going to  
4 agree to something if I don't know what  
5 you're saying.  
6 MS. MILLER: In other words, I'm not  
7 going to be sitting over here making  
8 objections to hearsay and things like that.  
9 We'll reserve those for a later date. But  
10 I will be making objections as to form of  
11 the questions or anything related to the  
12 form of the questions, attorney-client  
13 privilege, anything like that.  
14 MR. KONN: Sounds good. All right.  
15 (Exhibit 1 was marked for  
16 identification.)  
17 BY MR. KONN:  
18 Q. Mr. Rowell, you've been handed what is  
19 marked as Rowell deposition Exhibit Number 1. Do you  
20 recognize this document?  
21 MS. MILLER: And please take the time  
22 to look over it fully.  
23 THE WITNESS: I do.  
24 BY MR. KONN:  
25 Q. And is this the questionnaire you

**Page 10**

1 submitted to the EEOC in February -- or January 27th,  
2 2010?

3 A. Yes.

4 Q. And if you look at the question four on  
5 that questionnaire, it's on page two, it asks what  
6 are the reasons or the basis for your claim of  
7 employment discrimination. Do you see that?

8 A. I do.

9 Q. And you checked, and sorry, later in there  
10 in that same section it explains to you what it would  
11 be to constitute discrimination and which boxes you  
12 should check if you believe you're discriminated  
13 under a certain basis. Do you see that? That's  
14 right after it says, for example, if you feel that  
15 you were treated worse. Do you see that?

16 A. I see it.

17 Q. It explains it to you. And then out of  
18 the various options there, you checked race. Is that  
19 right?

20 A. That's correct.

21 Q. And you checked that because you believe  
22 MetLife had discriminated against you on the basis of  
23 your race?

24 A. In addition to disability.

25 Q. Why did you not check disability on that

**Page 11**

1 form, Mr. Rowell?

2 A. I was under the impression I only had one  
3 option.

4 Q. And do you see where it says if you feel  
5 you were treated worse for several reasons, such as  
6 your race or such as your sex, religion, or national  
7 origin, you should check all that apply?

8 A. You misspoke, but I do.

9 Q. And do you understand that it was  
10 instructing you that if you thought you were treated  
11 worse for several reasons, you should check all that  
12 apply? Do you understand that?

13 A. I do now.

14 Q. You did not understand that when you  
15 checked the box?

16 A. No, I did not.

17 Q. Is that because you didn't read that, or  
18 why did you not understand that, sir?

19 A. Because I thought my case against race was  
20 strong enough.

21 Q. So you chose not to select the disability  
22 box in that when you were asked about the different  
23 reasons you were discriminated against?

24 A. I chose to select race.

25 Q. And race exclusively?

**Page 12**

1 A. That's correct.

2 Q. Anywhere on this questionnaire did you  
3 tell the EEOC that you had been discriminated against  
4 on the basis of your disability?

5 A. No.

6 Q. So now looking just at what you did  
7 complain about, on January 4th you complained that  
8 you were discriminated against on the basis of your  
9 race for three reasons, and if you look at question  
10 five, those three reasons were job assignment,  
11 threatened termination and comments made. Do you see  
12 that?

13 A. I do.

14 Q. And January 4th, 2010, is the date you  
15 inserted there, and that's the date you returned from  
16 a medical leave of absence; is that right?

17 A. Yes, that's correct.

18 Q. Was there any other basis for your  
19 complaint that you had been discriminated against  
20 based on race other than job assignment, threatened  
21 termination or comments made?

22 A. Not that I recall at this time.

23 Q. If you turn to the final page of that  
24 document, Mr. Rowell, sorry, the second to the last  
25 page, there are two boxes. One advises you

**Page 13**

1 that -- or one asks if you would like to talk to an  
2 EEOC agent before filing, to check that box, and the  
3 second says you want to go ahead and file a charge of  
4 discrimination.

5 You checked the first box, that you wanted  
6 to talk to an EEOC employee; is that right?

7 A. Correct.

8 Q. And so did you in fact discuss your charge  
9 with an EEOC investigator or your complaint?

10 A. I did.

11 Q. And what did you discuss?

12 A. A wide range of things.

13 Q. Please elaborate.

14 A. I provided a document.

15 Q. You provided them a document?

16 A. Correct.

17 Q. Did you talk about that document,  
18 Mr. Rowell?

19 A. Yes.

20 Q. What did you talk about?

21 A. The document itself, and they had  
22 questions.

23 Q. Well, if you could elaborate, I'd  
24 appreciate that.

25 A. We went through my eight years of service

1 at MetLife, including the first six of which were in  
2 Ohio and the last two in Atlanta, where I was treated  
3 differently.

4 Q. How were you treated differently,  
5 Mr. Rowell?

6 A. I was given assignments based on race as  
7 well as opportunity that didn't match up with what my  
8 peers were seeing.

9 Q. Talk about those opportunities based on  
10 race, Mr. Rowell.

11 A. I was responsible for recruiting  
12 employees, future employees for Morehouse College.

13 Q. And you went to Morehouse College; is that  
14 right?

15 A. That's correct.

16 Q. Any other opportunities, sir, or any other  
17 assignments based on your race?

18 A. It's important to note that  
19 Morehouse College is a historically black college or  
20 university.

21 Q. And you went to Morehouse College?

22 A. As indicated.

23 Q. Any other assignments that were based on  
24 your race, Mr. Rowell?

25 A. Atlanta Life.

1 Q. Tell me more about Atlanta Life. What is  
2 that?

3 A. It's the largest minority-owned insurance  
4 company in the country.

5 Q. And why do you believe you were assigned  
6 to Atlanta Life based on your race?

7 A. Because it's the largest minority-owned  
8 insurance company in the country.

9 Q. No, you told me that already.  
10 I'm asking you why you thought you were  
11 assigned to that client on the basis of your race.

12 A. Because Jeff Trinkwon was under the  
13 impression that I was able to make inroads because we  
14 shared race in common.

15 Q. Did Mr. Trinkwon tell you that?

16 A. Yes.

17 Q. He explicitly told you those words? Those  
18 were his words?

19 A. His words exactly, I don't recall.

20 Q. Well, what do you recall him telling you?

21 A. He made reference to me working with  
22 Atlanta Life because of their race.

23 Q. Because of whose race?

24 A. The minority status as a company.

25 Q. Any other projects or clients you were

1 assigned, you believe, because of your race?

2 A. I was assigned a broker.

3 Q. And who was that?

4 A. [REDACTED] [REDACTED] [REDACTED]ing.

5 Q. I'm sorry, [REDACTED] [REDACTED]

6 A. [REDACTED]

7 Q. And what was the company?

8 A. [REDACTED]nsulting.

9 THE REPORTER: Can you repeat the  
10 name for me?

11 THE WITNESS: The company or the  
12 individual?

13 THE REPORTER: The company.

14 THE WITNESS: [REDACTED]  
15 [REDACTED]

16 BY MR. KONN:

17 Q. And what's the basis for your belief that  
18 you were assigned to work with Mr. [REDACTED] [REDACTED]  
19 on the basis -- because of your race?

20 A. Because he's an African-American himself.

21 Q. Were you assigned any white brokers,  
22 Mr. Rowell, to work with any white brokers?

23 A. No.

24 Q. You didn't work with a single white  
25 broker?

1 A. Not as a broker capacity. I worked with  
2 white brokers through companies.

3 Q. What's the distinction there?

4 A. As a client executive, you're in charge of  
5 clients.

6 Q. Okay.

7 A. Account executives are assigned brokers.

8 Q. And you were assigned to work with  
9 Mr. [REDACTED] an account executive?

10 A. As a client executive.

11 Q. As a client executive. And are you  
12 telling me that he was the only broker you were  
13 assigned to as a client executive?

14 A. That's correct.

15 Q. You were also assigned a number of  
16 business accounts as a client executive; is that  
17 right?

18 A. Yes.

19 Q. And were any of those business accounts  
20 non-minority-owned companies?

21 A. No.

22 Q. Every single one of them was a  
23 minority-owned company?

24 A. Oh, excuse me. Every one of those was a  
25 white-owned company, as far as I'm aware.

**Page 18**

1 Q. Going back to Mr. [REDACTED] I asked you on  
2 what basis your belief you were assigned to work with  
3 Mr. [REDACTED]s racially discriminatory, and you  
4 responded simply that Mr. [REDACTED]s black.  
5 I'm going to ask you again, what facts  
6 support your allegation here today that you were  
7 assigned to work with Mr. [REDACTED] cause of your  
8 race? Do you have any facts to establish that?  
9 A. Aside from the fact that I was assigned to  
10 work with him as a client executive who are not, per  
11 your documents, assigned brokers, and the  
12 conversation I had with Jeff Trinkwon when I was  
13 assigned.  
14 Q. What was the conversation you had with  
15 Mr. Trinkwon?  
16 A. That he thought that he and I would have  
17 things in common.  
18 Q. Can you elaborate on that conversation,  
19 Mr. Rowell?  
20 A. He noted that [REDACTED] as an  
21 African-American.  
22 Q. When was this conversation?  
23 A. When I received the assignment.  
24 Q. When was that?  
25 A. I don't recall at this time. And for the

**Page 19**

1 record, he also noted the same thing when I was  
2 assigned to Atlanta Life.  
3 Q. Who noted what?  
4 A. Jeff Trinkwon noted that Atlanta Life was  
5 an African-American-owned company.  
6 Q. What did he say to you? What did  
7 Mr. Trinkwon say to you when you were assigned to  
8 Atlanta Life?  
9 A. In addition to the fact that they were  
10 African-American owned, he thought that MetLife's  
11 partnership with minority-owned companies would prove  
12 to be beneficial.  
13 Q. And you think that's racially  
14 discriminatory?  
15 A. The assignment?  
16 Q. Yes.  
17 A. I believe as though the assignment to  
18 Atlanta Life as well as Morehouse College and  
19 [REDACTED] [REDACTED] three together is  
20 discriminatory, yes.  
21 Q. Were there any other assignments or  
22 clients to which you were assigned or brokers which  
23 you were assigned that you think were discriminatory?  
24 A. No.  
25 MR. KONN: We're going to go back

**Page 20**

1 later on and talk about those three, but  
2 I'd like to keep working through your time  
3 with the EEOC.  
4 Let me mark this Rowell Exhibit 2,  
5 please.  
6 (Exhibit 2 was marked for  
7 identification.)  
8 BY MR. KONN:  
9 Q. Mr. Rowell, you've been shown what's now  
10 been marked as Rowell Exhibit 2. Do you recognize  
11 that document?  
12 A. I do.  
13 Q. Is this the written description or  
14 document you provided to the EEOC with your  
15 questionnaire on January 2010?  
16 A. It is.  
17 Q. Had you previously provided this document  
18 to MetLife?  
19 A. I had.  
20 Q. And tell me about that. Was that part of  
21 the complaint procedure at MetLife?  
22 A. Yes.  
23 Q. All right. You can put that aside,  
24 Mr. Rowell. We're going to get back to this, okay?  
25 A. Okay.

**Page 21**

1 Q. When you spoke with the EEOC agent about  
2 your questionnaire, you told me you provided that  
3 document we just looked at briefly, and you also told  
4 the investigator, whoever the person was, the agent,  
5 that you believed your assignment to, we've now  
6 discussed three different clients or opportunities  
7 was racially discriminatory.  
8 Was there anything else you discussed with  
9 her or him?  
10 A. I don't recall at this time.  
11 Q. Who was the investigator, if you recall?  
12 A. The investigator eventually assigned was  
13 Nicole Diggs.  
14 Q. Who was the person you spoke with in  
15 January 2010?  
16 A. I don't recall at this time.  
17 Q. And you eventually did file a charge of  
18 discrimination with the EEOC; is that right?  
19 A. That's correct.  
20 Q. Why did you wait to file that charge?  
21 A. Could you elaborate?  
22 Q. You filed your charge of discrimination in  
23 May of 2010, April of 2010; is that correct?  
24 A. I don't recall.  
25 Q. I'm telling you you filed a charge of

**Page 22**

1 discrimination in April of 2010. We've already  
2 discussed that you complained to the EEOC in  
3 January 2010, and I'm asking you why you waited?  
4 A. To ensure I had my ducks in a row.  
5 Q. What does that mean?  
6 A. That my case was lined up so there would  
7 not be any question that I was discriminated against.  
8 Q. What did you do between January 2010 when  
9 you had the conversation with the EEOC investigator  
10 and April 2010 when you filed your charge of  
11 discrimination?  
12 A. I worked.  
13 Q. Okay. You told me you were getting your  
14 ducks in a row, and I'm asking you to elaborate on  
15 that, sir. You said you wanted to make sure the  
16 charge was ready and you had your ducks in a row.  
17 I'm asking you what you did between  
18 January 2010 and April 2010 with regard to, quote,  
19 getting your ducks in a row in order to file your  
20 EEOC charge?  
21 A. At the very least, if I'm not mistaken, I  
22 filed an internal complaint with MetLife.  
23 Q. Were you advised by the EEOC investigator  
24 or person you spoke with at EEOC to file an internal  
25 complaint?

**Page 23**

1 A. No.  
2 Q. But you did understand that MetLife had  
3 its own internal procedures for handling claims or  
4 complaints of racial discrimination?  
5 A. I did.  
6 Q. And you wanted to take advantage of that  
7 procedure?  
8 A. Yes.  
9 Q. If I'm correct, you filed your complaint  
10 with MetLife in March of 2010?  
11 A. I would have to look to see for sure.  
12 Q. And then while that investigation of your  
13 claim with MetLife was pending, you filed your charge  
14 of discrimination with the EEOC?  
15 A. That I don't know for sure.  
16 Q. Do you recall, sir, if your complaint with  
17 MetLife had been fully investigated and the  
18 investigation had concluded before your filed your  
19 charge of discrimination with Met Life --  
20 A. I don't recall at this time.  
21 Q. -- with the EEOC?  
22 MS. MILLER: I think you need to  
23 finish your answer. She didn't get it.  
24 THE REPORTER: I have "I don't recall  
25 at this time." Is that correct?

**Page 24**

1 THE WITNESS: Yes.  
2 BY MR. KONN:  
3 Q. Was there anything else you did, sir,  
4 between the time you filed the -- filled out the  
5 questionnaire in January 2010 and the time you filed  
6 your charge of discrimination with the EEOC in  
7 April 2010 with regard to getting ready to file that  
8 charge of discrimination?  
9 A. I ensured that all my documentation was  
10 what I thought it was.  
11 Q. What does that mean?  
12 A. I reviewed my e-mails and reports  
13 internally to make sure that the deck was in fact  
14 stacked against me.  
15 Q. Can you explain that to me some more, sir?  
16 A. I reviewed the opportunities that I had  
17 and compared them to what my peers had.  
18 Q. What else did you do?  
19 A. That's most of what I recall at this time,  
20 in addition to working the opportunity given to me by  
21 Jeff Trinkwon.  
22 Q. I'm not questioning that you were working.  
23 I'm just asking specifically about preparing for the  
24 EEOC charge.  
25 And you said what you did. You filed the

**Page 25**

1 internal complaint with MetLife and that you were  
2 sure your documentation was in order, which meant you  
3 were just reviewing your opportunities versus those  
4 of your peers; is that correct?  
5 A. Yes.  
6 MR. KONN: I'm going to come back to  
7 both those points later on today,  
8 Mr. Rowell, okay, but now I'm going to hand  
9 you what we marked as Rowell deposition  
10 Exhibit 3. This is a copy of your EEOC  
11 charge of discrimination.  
12 (Exhibit 3 was marked for  
13 identification.)  
14 BY MR. KONN:  
15 Q. Do you recognize that document,  
16 Mr. Rowell?  
17 A. Yeah.  
18 Q. Yes?  
19 A. I do.  
20 Q. Is that your signature on the bottom left  
21 corner?  
22 A. Yes.  
23 Q. It says charging party signature, and the  
24 date is April 15th, 2010; is that correct?  
25 A. Yes.

**Page 26**

1 Q. And you submitted your charge of  
2 discrimination to the EEOC on April 15th, 2010?  
3 A. Correct.  
4 Q. Have you at any time amended this charge  
5 with the EEOC?  
6 A. Not that I recall at this time.  
7 Q. Have you filed any other charges of  
8 discrimination against MetLife?  
9 A. No.  
10 Q. So the only charge you filed with the EEOC  
11 is this one marked as Rowell Exhibit 3 filed on  
12 April 15th, 2010?  
13 A. From what I recall right now, yes.  
14 Q. I'm sorry, sir. So you do not recall as  
15 you sit here if you filed any other charges against  
16 MetLife?  
17 A. I recall going through the process. At  
18 this point in time, I don't recall if there was  
19 another charge filed or not.  
20 Q. I'm sorry, what process?  
21 A. The EEOC process.  
22 Q. You have to elaborate. You told me going  
23 through the process. Do you mean investigating this  
24 charge or do you mean filing a new charge?  
25 A. I don't recall filing a new charge. The

**Page 27**

1 reason I'm here today is to discuss what happened in  
2 the course of that letter.  
3 Q. I'm sorry, the course of what?  
4 A. The document, Exhibit 2.  
5 Q. And I'm asking you, sir, if you filed  
6 another charge of discrimination against MetLife?  
7 A. Not that I recall at this time.  
8 Q. And you did not amend this charge that you  
9 filed on April 15th, 2010?  
10 A. I don't believe so.  
11 Q. Okay. If you look in the middle of the  
12 page, sir, on the left-hand side it asks you what you  
13 believe the discrimination you were complaining about  
14 was based on. Do you see that?  
15 A. I do.  
16 Q. And you checked only race; is that  
17 correct?  
18 A. It is.  
19 Q. If you look at the right-hand side of that  
20 page, the same row, it asks you to provide the dates  
21 the discrimination took place. Do you see that?  
22 A. I do.  
23 Q. And you wrote in the earliest date any  
24 discrimination against you on the basis of your race  
25 took place was August 3rd, 2009; is that right?

**Page 28**

1 A. I didn't write it, but it appears to be  
2 here, correct.  
3 Q. So you didn't provide that date to the  
4 EEOC?  
5 MS. MILLER: Once again, I'm going to  
6 object. That's not what he testified to.  
7 He said he did not write it.  
8 BY MR. KONN:  
9 Q. I'm asking now did you provide that date  
10 to the EEOC?  
11 A. I don't recall now at this time.  
12 Q. Was this date, sir, August 3rd, 2009, the  
13 earliest date of discrimination completed on this  
14 form when you signed it?  
15 A. That I can't say for sure.  
16 Q. And why can't you say for sure?  
17 A. Because I don't have a copy of this  
18 document prior to my signature being signed.  
19 Q. But you signed it; is that right?  
20 A. I signed this paper, but what I can't say  
21 is whether or not that date was here before I signed  
22 it.  
23 Q. And why can't you say that?  
24 A. For the reason I just stated.  
25 Q. And I don't understand that. I'm asking

**Page 29**

1 you to explain, sir, why you can't tell me that a  
2 document you signed on April 15th, 2010, I'm asking  
3 you if that date was on the document when you signed  
4 it?  
5 A. And the answer is I don't know for sure.  
6 Because it's typed, it could have been added  
7 afterwards.  
8 Q. Do you have any reason to believe this  
9 document is fabricated?  
10 A. The only reason I could possibly say is  
11 because discrimination took place prior to this, as  
12 per my Exhibit 2.  
13 Q. Okay. And I'm asking you, sir, if you  
14 have any reason to believe the document that says  
15 received by EEOC April 15th, 2010 on the bottom  
16 right-hand corner is fabricated?  
17 A. I can only testify that I experienced  
18 racial discrimination prior to that date.  
19 Q. And I'm asking you what it says in this  
20 document, which is your charge of discrimination with  
21 the EEOC. Here it says the earliest date  
22 discrimination took place was August 3rd, 2009. Do  
23 you see that?  
24 A. I do.  
25 Q. And you said the latest date was



**Page 30**

1 April 15th, 2010, and it was a continuing action. Do  
2 you see that?  
3 A. Yes.  
4 Q. And then you signed this document; is that  
5 correct?  
6 A. It was signed.  
7 Q. You are telling me you signed this  
8 document before these dates were completed?  
9 A. As I said before, I can't say for sure.  
10 Q. Mr. Rowell, did you sign a blank charge of  
11 discrimination and have someone else fill it out for  
12 you?  
13 A. I'm certain that I did not do that.  
14 Q. So you signed a completed charge of  
15 discrimination form?  
16 A. As far as the other boxes, I can say yes.  
17 With that particular box, as I stated, I don't know  
18 for sure.  
19 Q. Is there any other -- why don't you take  
20 some time. You read through this and you tell me if  
21 there's anything else in this form you think was  
22 fabricated.  
23 A. Everything else appears to be accurate.  
24 Q. So the only thing you think is not  
25 accurate on this form that you signed is the date,

**Page 31**

1 August 3rd, 2009, is the earliest date of  
2 discrimination against you?  
3 A. What I'm saying is that discrimination  
4 took place prior to that date.  
5 Q. That's not what I'm asking you, sir. What  
6 I'm asking you --  
7 MS. MILLER: And I'm going to have  
8 to -- you have to respond and answer his  
9 question.  
10 THE WITNESS: Can you repeat the  
11 question?  
12 BY MR. KONN:  
13 Q. Sure. I'm asking you -- you've told me  
14 now nothing else in this document appears to be  
15 fabricated, everything else appears to be accurate,  
16 and that it was all in the document when you signed  
17 it. And I'm asking you simply, sir, about the date  
18 the discrimination took place. It says August 3,  
19 2009. I understand you did not write that yourself.  
20 I asked you first if that was the  
21 information you provided to the EEOC when your charge  
22 was filed.  
23 A. That I can't answer.  
24 Q. And why can't you answer?  
25 A. Because I don't have anything aside from

**Page 32**

1 this document stating that.  
2 Q. I'm not asking you what documents you have  
3 that say that. I'm asking you what you told the EEOC  
4 when you filled out this charge that lead to in here  
5 it saying August 3rd, 2009, is the earliest date of  
6 discrimination. Is that the date you provided to the  
7 EEOC?  
8 A. I don't recall at this time.  
9 Q. But you did sign this document?  
10 A. That's correct.  
11 Q. Okay. The next section below talks about  
12 the specifics of your complaint of discrimination.  
13 Do you see that?  
14 First, your first general -- and I'm  
15 paraphrasing here -- issue that you're complaining of  
16 was that on or about August 1, 2009, you were taken  
17 off the new hire guaranteed salary plan.  
18 Second, again paraphrasing, that you were  
19 not given the same opportunities as your peers.  
20 And the third is that on February 16th,  
21 2010, you were placed on a performance improvement  
22 plan.  
23 Those generally, are those specifically  
24 what you were complaining about as being  
25 discriminatory when you filed this charge,

**Page 33**

1 Mr. Rowell?  
2 A. Yes.  
3 Q. And the earliest of the dates in that  
4 specific complaint is August 1st, 2009, on or about  
5 August 1st, 2009; is that right?  
6 A. The document states that I was transferred  
7 to Atlanta on August -- on or about August -- with  
8 respect to discrimination, it doesn't specifically  
9 say.  
10 What the document says is on or about  
11 August 1st, 2009, I was taken off the new hire  
12 guaranteed salary plan.  
13 Q. So you're telling me that wasn't  
14 discriminatory?  
15 A. The removal of the guarantee?  
16 Q. I'm asking you. You no longer believe  
17 that was discriminatory?  
18 A. I don't believe that removing a one-year  
19 guarantee which is in writing prior to the fact is  
20 discriminatory, no.  
21 Q. Well, I agree with you, sir. I just -- in  
22 your charge you allege that is discriminatory. So as  
23 you sit here today, you're telling me that being  
24 removed on August 1, 2009, from that first-year  
25 guarantee was not discriminatory?

**Page 34**

1 A. I don't consider that discriminatory, no.  
2 Q. So that leaves us two general issues you  
3 are complaining about as being discriminatory, that  
4 you were not given the same opportunities as your  
5 peers and that you were placed on a performance  
6 improvement plan in February 2010; is that correct?  
7 A. Correct.  
8 Q. So to make sure we're on the same page  
9 now, you stated in your charge starting as early as  
10 on about August 1, 2009, MetLife discriminated  
11 against you on the basis of your race, and there are  
12 two ways in which MetLife discriminated against you.  
13 A. That's not what it says.  
14 Q. Okay. What does it say, sir?  
15 A. I was hired by the above company July of  
16 2010.  
17 Q. Let me stop you. Do you believe that was  
18 discriminatory?  
19 A. The hiring?  
20 Q. Yes.  
21 A. From what I found out, it appeared to be  
22 an act of affirmative action.  
23 Q. Are you complaining in your charge of  
24 discrimination, did you complain to the EEOC that  
25 your hiring was racially discriminatory?

**Page 35**

1 A. No.  
2 Q. So that would not be the basis for your  
3 race discrimination claim?  
4 A. That in and of itself is not.  
5 Q. Okay. And I felt we were on the same  
6 page. I understood that you do not believe being  
7 removed from the new hire guaranteed salary plan was  
8 discriminatory; is that correct?  
9 A. That's correct.  
10 Q. And do you believe that being transferred  
11 to the Atlanta office in July of 2008 was  
12 discriminatory?  
13 A. I do not.  
14 Q. In fact, you requested the transfer; is  
15 that right?  
16 A. I did.  
17 Q. So the only remaining pieces in your  
18 complaint here are that you were not given the same  
19 opportunities for compensation as your peers and that  
20 you're were placed on a performance improvement plan;  
21 is that right?  
22 A. Those would be the two main points.  
23 Q. So the basis for your charge of  
24 discrimination as filed on April 15th, 2010, is that  
25 you were not given the same opportunities for

**Page 36**

1 compensation as your peers and that you were placed  
2 on a performance improvement plan in February 2010;  
3 is that correct?  
4 A. Yes.  
5 Q. If you look back at -- you may not have it  
6 in front of you. I think you still do -- Exhibit 1,  
7 sir, your questionnaire, you actually complained  
8 about three different issues on the questionnaire,  
9 specifically -- maybe one, actually.  
10 Threatened termination and comments made  
11 are not included on your EEOC charge; is that right?  
12 A. That's correct.  
13 Q. And is that because you no longer believe  
14 that the alleged threatened termination or comments  
15 made were discriminatory?  
16 A. No.  
17 Q. That's not the case? So you complained of  
18 something in January 2010, but did not complain about  
19 it in April of 2010; is that right?  
20 MS. MILLER: You know, I'm going to  
21 object to this line of questioning. I  
22 mean, I think, you know, that some of the  
23 statements made on both -- that the  
24 questionnaire and the charge of  
25 discrimination and the statements made on

**Page 37**

1 the questionnaire are the evidence to  
2 support some of the allegations that are  
3 made in his charge of discrimination. I  
4 think you're purposely taking things out of  
5 context with this questioning.  
6 But you have to go ahead and answer  
7 the question.  
8 BY MR. KONN:  
9 Q. Sir, in January 2010 you complained to the  
10 EEOC of three things, and we discussed earlier that  
11 those three things were exclusively the basis for  
12 your complaint in January 2010. Two of those three  
13 things are not in this current charge, specifically  
14 threatened termination and comments made.  
15 And I'm asking you, sir, that as of  
16 April 2010, you no longer believed those were  
17 discriminatory?  
18 A. That's not the case.  
19 Q. And why did you not include those in your  
20 case?  
21 A. It was upon recommendation of the EEOC  
22 officer filling this paper out.  
23 Q. Can you tell me more about that?  
24 A. I would have liked to have the entire  
25 Exhibit 2 included in that piece, but his

**Page 38**

1 recommendation was that I leave it as broad as  
2 possible.  
3 Q. We'll put that Exhibit 3 aside,  
4 Mr. Rowell.  
5 And you were involved in the EEOC's  
6 investigation of your charge of discrimination; is  
7 that right?  
8 A. Yes.  
9 Q. And you told me earlier that the  
10 investigator's name was Nicole Diggs?  
11 A. Correct.  
12 Q. You regularly communicated with Ms. Diggs  
13 by either e-mail or phone during the course of the  
14 investigation?  
15 A. Yes.  
16 Q. How often do you think you called her or  
17 spoke with her on the phone?  
18 A. A total, seven times maybe.  
19 Q. How often do you think you e-mailed with  
20 her, sir?  
21 A. A dozen.  
22 Q. Dozen. And when you were -- let's talk  
23 about the phone calls first. When you were having  
24 phone conversations with her, what were you speaking  
25 about?

**Page 39**

1 A. The status of the case.  
2 Q. Were you providing her information to  
3 support your charge?  
4 A. From time to time, I did.  
5 Q. And when you were e-mailing with  
6 Ms. Diggs, what were you e-mailing about?  
7 A. Any necessary information that she did not  
8 already have.  
9 Q. So Ms. Diggs was requesting information  
10 from you?  
11 A. At times.  
12 Q. And you were offering information to her?  
13 A. That's correct.  
14 Q. And did you provide Ms. Digs with all the  
15 information you had to support your charge?  
16 A. Everything I believed to be relevant at  
17 that time, I did.  
18 Q. And that charge or charge of  
19 discrimination with the EEOC was pending when you  
20 resigned from MetLife in July 2010; is that correct?  
21 A. I would have to look at the document to  
22 say for sure. I don't know.  
23 Q. Let's take that in two pieces then, sir.  
24 You resigned from MetLife in July 2010?  
25 A. Correct.

**Page 40**

1 Q. And you received a notice of rights to  
2 sue, notice of dismissal and rights to sue from the  
3 EEOC in November 2011; is that right?  
4 A. It may very well be.  
5 Q. Do you have any reason to doubt that, sir?  
6 A. Just because I don't have it in front of  
7 me.  
8 Q. So when you resigned on July 16th, 2010,  
9 in July 2010, your EEOC charge was still pending  
10 before the EEOC?  
11 A. I believe that to be the case, sir.  
12 Q. In fact, you'd only filed your EEOC charge  
13 three months earlier; is that right?  
14 A. Apparently.  
15 (Exhibit 4 was marked for  
16 identification.)  
17 BY MR. KONN:  
18 Q. You've been handed, Mr. Rowell, what's  
19 been marked as Rowell deposition Exhibit 4. This  
20 appears to be a letter from investigator Nicole Diggs  
21 to you dated February 4th, 2011. Do you see that?  
22 A. I do.  
23 Q. Do you recognize this letter, Mr. Rowell?  
24 A. I'm reviewing. I recall this.  
25 Q. Sorry? You said you do recall this?

**Page 41**

1 A. I do.  
2 Q. So you received this letter from  
3 Ms. Nicole Diggs?  
4 A. I did.  
5 Q. And it's dated February 4, 2011. That was  
6 ten months after you filed your charge of  
7 discrimination?  
8 A. Correct.  
9 Q. Approximately? And this letter described  
10 the EEOC's investigation and it also explained the  
11 EEOC's determination of that charge; is that right?  
12 A. Yes.  
13 Q. First the EEOC explained what you'd  
14 alleged and that the EEOC investigated that you were  
15 placed on the performance improvement plan because of  
16 your race. That was your general allegation to the  
17 EEOC. Do you see that?  
18 A. Yeah. Yes.  
19 Q. And if you look towards the -- it's the  
20 second to the last paragraph on the first page, the  
21 EEOC explained to you what was necessary to prove a  
22 case of discrimination and explained to you  
23 specifically, and I'm quoting here, there is no  
24 direct proof of discrimination in this case, end  
25 quote. Do you see that?

**Page 42**

1 A. I do.

2 Q. The EEOC then explained to you what would  
3 be necessary to establish a case of discrimination by  
4 indirect evidence, and described to you what their  
5 review of the evidence you had submitted revealed.  
6 I'm going to walk through each one of those and talk  
7 to you about them. Okay?

8 A. Yes.

9 Q. First the EEOC told you and explained to  
10 you that investigation based on the information you  
11 provided revealed that there were no comparators or  
12 similarly situated persons who were treated better or  
13 worse than you. Do you see that?

14 A. Similar, yes.

15 Q. Next they explained to you that that you  
16 were taken off of the guaranteed salary because your  
17 contract expired on June 30, 2009 pursuant to the  
18 terms of the agreement. Do you see that?

19 A. I do.

20 Q. And you and I already talked about that  
21 you do not believe that was discriminatory; is that  
22 right?

23 A. That's correct.

24 Q. But had you complained to the EEOC that  
25 that was discriminatory?

**Page 43**

1 A. No.

2 Q. You had not? You had not?

3 A. No.

4 Q. Next the EEOC explained to you that you  
5 were placed on a performance improvement plan for  
6 missing your annual sales goals for 2009 and for  
7 being behind the benchmark for 2010. Do you see  
8 that?

9 A. I do.

10 Q. Next they explained to you that you  
11 declined to take a compensation opportunity with  
12 ██████████ ██████████ ██████████ in early 2009.  
13 Do you see that?

14 A. I do, but that's inaccurate.

15 Q. Tell me why that's inaccurate.

16 A. I was never offered her territory.

17 Q. Sorry?

18 A. I was never offered her territory.

19 Q. Were you offered any clients from when  
20 ██████████ ██████████ all resigned?

21 A. No. ██████████ ██████████ ed in  
22 Tennessee.

23 Q. The EEOC next explained to you that  
24 Trinkwon -- and for the record, Trinkwon is  
25 Jeff Trinkwon. He was your direct manager at

**Page 44**

1 MetLife; is that right?

2 A. He was.

3 Q. And the EEOC explained to you that  
4 Trinkwon provided you with opportunities to work on  
5 new initiatives to increase your sales in 2009. Do  
6 you see that?

7 A. I do.

8 Q. And then the final point they explained to  
9 you why there was no evidence of discrimination is  
10 that you were transferred back to your executive  
11 position in 2010, but failed to adequately perform  
12 with coaching from Trinkwon. Trinkwon assigned you  
13 to work with a group of brokers with whom the  
14 respondent had an established relationship. Do you  
15 see that?

16 A. I do. That's inaccurate too.

17 Q. And why is that inaccurate?

18 A. There weren't any brokers that I received  
19 upon the change to account executive that I hadn't  
20 already established a relationship with.

21 Q. "Respondent" here means MetLife, sir, not  
22 you. So MetLife had a relationship with those  
23 brokers. Would that make that statement correct?

24 A. Partially.

25 Q. Partially or otherwise, is that statement

**Page 45**

1 correct?

2 A. Yes.

3 Q. As a summary, the EEOC explained to you  
4 the evidence of record did not substantiate your  
5 allegation of you not being given the same  
6 opportunity for compensation as your peers as a  
7 discriminatory motive. Do you see that?

8 A. Yes.

9 Q. And you had communicated regularly with  
10 the EEOC investigator prior to getting this letter?

11 A. Sporadically.

12 Q. Sporadically? But you had provided her  
13 with all the information you thought supported your  
14 charge?

15 A. I did.

16 Q. Do you think the EEOC investigator was  
17 biased against you in any way?

18 A. I don't believe that she was biased, but I  
19 also don't believe that she completed her job.

20 Q. You don't believe she completed her job?

21 A. That's correct.

22 Q. And on what basis do you believe that,  
23 sir?

24 A. There were interviews that were scheduled  
25 that were never conducted.

**Page 46**

1 Q. And you're talking about interviews that  
2 the EEOC investigator scheduled but weren't  
3 conducted?  
4 A. With you.  
5 Q. But as of February 4th, 2011, which is  
6 when you received this letter when it was provided to  
7 you, do you believe the EEOC agent had done a  
8 thorough and complete job?  
9 A. No.  
10 Q. What's that?  
11 A. Absolutely not.  
12 Q. No? But you had provided her with all the  
13 information you had to support your charge?  
14 A. At the time, I thought I had given her  
15 information I deemed necessary.  
16 Q. So you're telling me now you had not  
17 provided her with all the information you thought  
18 would support your charge?  
19 A. Information has come to light since then  
20 that I feel is relevant.  
21 Q. I'm asking you as of February 4th, 2011,  
22 when the EEOC sent you this letter explaining to you  
23 that, one, there was no direct proof of  
24 discrimination; and two, listing off the various  
25 reasons there was no indirect proof of

**Page 47**

1 discrimination, had you provided all the information  
2 you thought was relevant to the EEOC?  
3 A. At that time.  
4 Q. And again, you had no reason to think that  
5 Ms. Diggs was biased against you?  
6 A. No.  
7 Q. Despite that letter, Mr. Rowell, you  
8 continued to pursue your charge at the EEOC; is that  
9 right?  
10 A. Yes.  
11 (Exhibit 5 was marked for  
12 identification.)  
13 BY MR. KONN:  
14 Q. Mr. Rowell, you've been handed what has  
15 now been marked as Rowell deposition Exhibit  
16 Number 5. If you want to review that, it's some  
17 correspondence between you and the EEOC. Let me know  
18 when you're done reviewing it, okay? Ready?  
19 A. Yes.  
20 Q. Tell me what this is, Mr. Rowell.  
21 A. Well, the first page is a right to sue  
22 letter. The second is a request for cancellation.  
23 The third is confirmation from the EEOC.  
24 Q. It's not a right to sue letter. It's your  
25 request for a right to sue letter; is that correct?

**Page 48**

1 A. That's correct.  
2 Q. So in September 2011 you requested the  
3 EEOC issue a right to sue letter to you, but then it  
4 looks like hours later that same day you requested  
5 they cancel that request; is that right?  
6 A. That would be correct.  
7 Q. And why did you cancel your request for a  
8 right to sue letter?  
9 A. I wanted to continue the route of  
10 investigation through the EEOC.  
11 Q. Why did you initially request it on  
12 September 20th, 2011?  
13 A. Because I thought the path had ended.  
14 THE REPORTER: I'm sorry?  
15 MS. MILLER: I didn't hear you.  
16 THE WITNESS: I didn't realize that  
17 there was more potential investigation to  
18 be done through the EEOC.  
19 BY MR. KONN:  
20 Q. So what made you -- when you did first  
21 request the letter, made you think that the path had  
22 ended?  
23 A. It was upon conversation after you left,  
24 because you were there that day with an attorney.  
25 Q. Okay. Sorry. So you're talking

**Page 49**

1 about -- can we go off the record for a second.  
2 THE VIDEOGRAPHER: The time is  
3 12:21 [sic]. We're now off the record.  
4 (Off-the-record discussion.)  
5 MR. KONN: We can go back on the  
6 record.  
7 THE VIDEOGRAPHER: Stand by, please.  
8 The time is 12:22 [sic]. We're back on the  
9 record.  
10 BY MR. KONN:  
11 Q. Mr. Rowell, right before we went off the  
12 record, we were talking about Rowell deposition  
13 Exhibit 5, and on September 20th, 2011, you'd  
14 requested a notice of right to sue or what we call a  
15 right to sue letter from the EEOC because you wanted  
16 to file your case in federal court, and I asked you  
17 why on September 20th, 2011, you requested that right  
18 to sue letter. You can go ahead and explain that to  
19 me.  
20 A. At that point, I thought my path of  
21 investigation through the EEOC had ended.  
22 Q. And why did you think your path of  
23 investigation through the EEOC had ended?  
24 A. It was a contentious meeting.  
25 Q. Can you tell me about the contentious

**Page 50**

1 meeting, sir?

2 A. We can talk about it.

3 MS. MILLER: Pardon me?

4 THE WITNESS: The meeting ended

5 abruptly.

6 BY MR. KONN:

7 Q. You can tell me. You can talk about it,

8 sir.

9 A. Is there anything specifically you would

10 like for me to say?

11 Q. You told me it was contentious. What was

12 contentious about the meeting? Who was at that

13 meeting?

14 A. You were there as well as Nicole Diggs and

15 her supervisor.

16 Q. And you?

17 A. Absolutely.

18 Q. And as I recall, sir -- well, at that

19 meeting you demanded \$250 million from MetLife; is

20 that correct?

21 A. That was the second thing I asked for.

22 Q. But you did in fact demand that MetLife

23 pay you \$250 million to walk away from this case?

24 A. In addition to the first thing.

25 Q. What was the first thing?

**Page 51**

1 A. To grant prior sales for a product that I

2 pitched to a broker who was receptive with the

3 benefits to be paid toward minority scholarships.

4 Q. And \$250 million?

5 A. That's correct.

6 Q. And that meeting ended?

7 A. Shortly thereafter.

8 Q. And then you requested this right to sue

9 letter?

10 A. That's correct.

11 Q. But later that same day, you cancelled

12 your request for the right to sue letter?

13 A. That's correct.

14 Q. And why did you cancel that request?

15 A. Because investigation had more to do.

16 Q. Sorry?

17 A. There was more investigation to be had.

18 Q. And what changed your mind between

19 requesting this letter and then denying this request

20 or cancelling the request for the letter?

21 A. A conversation with an attorney.

22 Q. With an attorney?

23 A. Correct.

24 Q. I do not want to hear about the attorney

25 or what the conversation was. Who was the attorney,

**Page 52**

1 sir?

2 A. Bill and Tyler Kaspers, with a K.

3 Q. So you had a conversation with Bill and

4 Tyler Kaspers, and then you cancelled your request

5 for a right to sue letter?

6 A. That's correct.

7 Q. And for the next several months, your case

8 continued to proceed before the EEOC?

9 A. Yes.

10 Q. But in November 2011, the EEOC did

11 actually issue a request -- or sorry, issue you a

12 right to sue letter; is that right?

13 A. That's what I recall, yes.

14 Q. Did you request that they issue that

15 letter to you?

16 A. I don't recall if I requested it or if

17 they closed my case.

18 Q. Had the EEOC told you they were going to

19 close your case?

20 A. No.

21 Q. And you don't recall if you requested the

22 right to sue letter?

23 A. I must have after it was closed.

24 MS. MILLER: Well, I'm just going to

25 object to any request for information that

**Page 53**

1 your attorney gave you or any

2 communications. That's protected under the

3 attorney-client communication privilege, so

4 I want you to be aware of that. He

5 understands that.

6 BY MR. KONN:

7 Q. I'm not trying to ask about any

8 communications with you and the Kaspers or with

9 Ms. Miller. I'm simply just trying to understand the

10 proceedings that happened with the EEOC. I was not

11 involved and my client was not part of your

12 conversations with the EEOC, so I'm just trying to

13 understand what happened. And you just said that you

14 think you may have requested the right to sue letter?

15 A. After my case was closed, I'm sure that I

16 must have requested it, because the case continues.

17 Q. And were you advised by the EEOC your case

18 was being closed?

19 A. You asked me that question, and the answer

20 was no.

21 (Exhibit 6 was marked for

22 identification.)

23 BY MR. KONN:

24 Q. Mr. Rowell, in front of you you have what

25 has been marked as Rowell deposition Exhibit 6. That

Page 54

1 is the dismissal and notice of rights to sue form  
2 that the EEOC provided to you when your case was  
3 closed. Does that seem accurate to you?  
4 A. Yes.  
5 Q. In fact, this specific copy of the notice  
6 of right to sue letter was an exhibit to your  
7 complaint you filed which is why we're here today; is  
8 that correct?  
9 A. Correct.  
10 Q. And when did you receive this letter or  
11 this --  
12 A. On the 19th or 20th of November 2011.  
13 Q. Do you know why, sir, your case was closed  
14 in November 2011? Did the EEOC explain to you why  
15 your case was closed other than this letter, because  
16 we'll go through it?  
17 A. No.  
18 Q. In the middle of the page it says the EEOC  
19 is closing its file on this charge for the following  
20 reason, and then I'm paraphrasing here, but the EEOC  
21 says that it was unable to conclude that the  
22 information obtained during the investigation  
23 established a violation of the statutes. Do you see  
24 that?  
25 A. Establishes.

Page 55

1 Q. Okay. Again, I wasn't reading verbatim, I  
2 was trying not to, but generally the EEOC told you,  
3 sir, that it was closing your case because the  
4 information it had obtained during its investigation  
5 did not establish a violation of Title VII?  
6 A. That's correct.  
7 Q. And as we actually know, the EEOC had told  
8 you in February 2011 much more than that. They  
9 actually told you there was no merit to the charge at  
10 all, there was no evidence of direct discrimination  
11 and there was no evidence of indirect discrimination,  
12 correct?  
13 MS. MILLER: Now, I'm going to object  
14 to that question because that  
15 mischaracterizes what the letter said. It  
16 asked him to present more information to  
17 support his claims, okay, and you haven't  
18 asked him if he presented more, so I'm  
19 going to object to that question. If you  
20 want to rephrase it.  
21 BY MR. KONN:  
22 Q. In February 2011 the EEOC told you, sir,  
23 that you had provided -- or there was no evidence of  
24 direct discrimination; is that correct?  
25 A. That they could find.

Page 56

1 Q. The letter simply said there was no direct  
2 evidence of discrimination. Do you dispute that?  
3 MS. MILLER: You can go back and look  
4 at the letter.  
5 THE WITNESS: There is no direct  
6 proof of discrimination in this case.  
7 BY MR. KONN:  
8 Q. And then on the following page, the EEOC  
9 walked through the various ways in which you had  
10 explained to them that there was indirect evidence of  
11 discrimination and explained to you why none of those  
12 constituted indirect discrimination; is that correct?  
13 A. Yes.  
14 Q. You can put aside that letter, which  
15 is -- I'm not sure what number that is, but you can  
16 also put aside Rowell 6.  
17 A. It's 4.  
18 (Exhibit 7 was marked for  
19 identification.)  
20 BY MR. KONN:  
21 Q. Mr. Rowell, I've handed you what's been  
22 marked as Rowell deposition Exhibit Number 7. I will  
23 certify to you that this is an exact copy of a  
24 complaint you filed with the Northern District of  
25 Georgia U.S. District Court on February 16th, 2012.

Page 57

1 And in fact, there was a date stamp at the top of  
2 every single page with the page number and date of  
3 filing and also in the front there was a stamp from  
4 the clerk's office saying it was filed.  
5 If you'd like to, you are welcome to read  
6 through it, but I'm telling you, I am certifying to  
7 you that it is an exact copy of your complaint. Do  
8 you have any reason to doubt that, sir?  
9 A. Not if you certify it.  
10 Q. Would you turn to page 16, please?  
11 A. Before we get there, I have to point  
12 something out on page ten.  
13 Q. Well, I'm not asking you about page ten,  
14 Mr. Rowell, I'm asking you about page 16. Okay?  
15 A. Okay.  
16 Q. Page 16 is your first claim or count for  
17 discrimination. Count one states that it is for  
18 intentional race discrimination and harassment in  
19 violation of Title VII. And to make sure we're both  
20 on the same page, this discrimination and harassment  
21 claim is based solely on your race; is that correct?  
22 A. We're on different pages.  
23 MS. MILLER: Yeah.  
24 BY MR. KONN:  
25 Q. I'm sorry, page 15. Count one,

1 intentional race discrimination and harassment in  
2 violation of Title VII. That's your first count in  
3 this complaint.

4 Like I said, I want to make sure you and I  
5 are on the same page, that your discrimination and  
6 harassment complaint in count one is based solely on  
7 your race; is that correct?

8 A. Correct.

9 Q. If you look at your specific allegations  
10 in this count of the complaint, you allege in  
11 paragraph 27 that MetLife intentionally treated you  
12 differently and less favorably than similarly  
13 situated non-African-American employees on the basis  
14 of your race and in several specific ways that we'll  
15 go through, but first I want to know who are those  
16 similarly situated non-African-American employees?

17 A. At the time of transfer, it was [redacted] Ryan.

18 Q. Anyone else, sir?

19 A. Upon changing to account executive, it was  
20 [redacted] Vietri, [redacted] Blackburn, [redacted] Leweling,  
21 L-e-w-e-l-i-n-g.

22 Q. So when you're talking about being treated  
23 differently and less favorably than similarly  
24 situated non-African-American employees, you're  
25 talking specifically about [redacted] Ryan, [redacted] Vietri,

1 [redacted] Blackburn and [redacted] Leweling?

2 A. Correct.

3 Q. And all of those individuals were under  
4 the supervision of manager Jeff Trinkwon, who was  
5 also your manager?

6 A. Correct.

7 Q. Mr. Trinkwon was the regional director for  
8 your office; is that right?

9 A. He was.

10 Q. In fact, the specific parts of the  
11 allegation, in paragraph 27 you allege that MetLife  
12 intentionally treated you differently and less  
13 favorably than those individuals, Mr. Ryan,  
14 Mr. Vietri, Mr. Blackburn and Ms. Leweling, on the  
15 basis of your race by preventing you from receiving  
16 employment opportunities that were offered to  
17 non-African-American coworkers.

18 Are the non-African-American coworkers the  
19 same as the similarly situated non-African-American  
20 employees?

21 A. Yes.

22 Q. Then what were those employment  
23 opportunities that you were prevented from receiving  
24 but that [redacted] Ryan, [redacted] Vietri, [redacted] Blackburn and  
25 [redacted] Leweling did in fact receive?

1 A. Brokers and cases.

2 Q. Can you give me more specifics,  
3 Mr. Rowell?

4 A. They had far more opportunity than I did  
5 with respect to the amount of brokers they called on  
6 as well as clients that were on the books for them.

7 Q. So you don't have any -- or sorry, the  
8 basis for this allegation is not that there were  
9 specific brokers or clients, but more generally, that  
10 they just simply had more brokers and clients than  
11 you did?

12 A. Correct.

13 Q. And I'm going to go through each name. I  
14 apologize for this being tedious. I want to make  
15 sure we're perfectly clear.

16 When you say in paragraph 27 that [redacted] Ryan,  
17 and I'm inserting his name where it says similarly  
18 situated non-African-American employee, that  
19 [redacted] Ryan -- you were prevented from seeking employment  
20 opportunities that were provided to [redacted] Ryan on the  
21 basis of your race; is that right?

22 A. Say again.

23 Q. You were prevented or you are alleging in  
24 paragraph 27 that you were prevented from receiving  
25 employment opportunities that were offered to [redacted] Ryan

1 on the basis of your race?

2 A. That's correct.

3 Q. And how were you prevented from receiving  
4 those opportunities that [redacted] Ryan received?

5 A. At management discretion, I wasn't  
6 assigned the same types of opportunities.

7 Q. And for [redacted] Vietri, I'm going through  
8 each one of those names here, is your allegation the  
9 same, that you were not assigned the same types of  
10 clients as [redacted] Vietri?

11 A. For [redacted] primarily it was brokers.

12 Q. That's because [redacted] is an account  
13 executive?

14 A. Yes.

15 Q. And for [redacted] Blackburn?

16 A. Same.

17 Q. That you were not assigned the same number  
18 of clients as [redacted] Blackburn?

19 A. Brokers.

20 Q. Sorry, I apologize, because [redacted] is an  
21 account executive?

22 A. Yes.

23 Q. And for [redacted] Leweling?

24 A. The same.

25 Q. That you were not provided the same number



1 of brokers as [redacted]eweling?  
 2 A. For [redacted]nd possibly [redacted]ubtfully  
 3 [redacted] it would also include consultants.  
 4 Q. So again, it's not that there are specific  
 5 brokers or consultants, your allegation is that they  
 6 just generally had more?  
 7 A. Quality.  
 8 Q. Quality. Tell me about that. What do you  
 9 mean by quality?  
 10 A. You're familiar with the industry.  
 11 Q. Yes.  
 12 A. So a broker calls independently on various  
 13 companies.  
 14 Q. Uh-huh.  
 15 A. One broker could have five clients or 500  
 16 clients. A broker who's got more clients typically  
 17 is better quality than the one who has less.  
 18 Q. So it's not the number of brokers so such  
 19 as the quality of brokers?  
 20 A. It's a combination.  
 21 Q. It's a combination. So if you were  
 22 assigned a hundred brokers, but each one of them only  
 23 had one client each, it would be similar to being  
 24 assigned one broker with a hundred clients?  
 25 A. Depends on the size of the client.

1 Q. So if you had one broker with a hundred  
 2 large clients, would that be better, sir, than having  
 3 a hundred brokers with one small client?  
 4 A. It would be about equal. Well, say that  
 5 again.  
 6 Q. Or it would be equal?  
 7 A. Repeat the question.  
 8 Q. I'm just trying to make sure I understand  
 9 that it's not exclusively the numbers that you are  
 10 concerned about, it is the number of brokers and the  
 11 quality of brokers together?  
 12 A. It's the overall opportunity.  
 13 Q. And the opportunity -- and you use these  
 14 words in here. I'm just trying to make sure I  
 15 understand them. You say you're prevented from  
 16 receiving employment opportunities, and when you say  
 17 employment opportunities, we had talked -- I thought  
 18 you were talking about brokers and consultants, and  
 19 now more specifically you're telling me it's the  
 20 quality and quantity of the brokers and consultants  
 21 that you believe you were prevented from receiving;  
 22 is that correct?  
 23 A. It's the opportunity in general.  
 24 Q. Can you tell me what that means?  
 25 A. [redacted] for example, had 88 brokers assigned

1 to him, from south Georgia up through Tennessee.  
 2 Q. Uh-huh.  
 3 A. I had seven. Eight, maybe.  
 4 Q. Do you have any reason to believe that  
 5 your -- the 88 [redacted] had were of a higher quality than  
 6 the seven that you had?  
 7 A. Yeah.  
 8 Q. And what's the basis for that?  
 9 A. Quote activity.  
 10 Q. Tell me more about that.  
 11 A. There's a report that shows for year to  
 12 date -- I have to look at the date. I have 20  
 13 opportunities at that point in time.  
 14 Q. What point in time?  
 15 A. Year to date.  
 16 Q. What year to date, sir?  
 17 A. I believe it must have been June of 2010,  
 18 if I'm not mistaken.  
 19 Q. And I'm trying to get back to your  
 20 specific allegation, okay? You claim that you were  
 21 not provided -- or were treated differently than  
 22 Ryan, Vietri, Blackburn and Leweling on the basis of  
 23 your race because you were prevented from receiving  
 24 employment opportunities, and I'm just trying to make  
 25 sure I understand what the employment opportunities

1 are, okay?  
 2 A. Okay.  
 3 Q. And that was the -- and if I'm getting  
 4 these wrong, please tell me, but that's assignment to  
 5 brokers or consultants as an account executive or  
 6 assignment to clients as a client executive?  
 7 A. That's the MetLife rule of thumb. In  
 8 Atlanta it was treated differently. Favorites were  
 9 played. [redacted]lackburn had clients in addition to  
 10 brokers and consultants.  
 11 Q. Again, I'm asking you in this section of  
 12 the complaint, in really just this paragraph, when  
 13 you were talking being prevented from receiving  
 14 employment opportunities, what is it that you're  
 15 telling me you were prevented from receiving?  
 16 A. Clients, brokers and consultants.  
 17 Q. And you're not complaining about specific  
 18 clients, brokers, consultants, you're complaining  
 19 generally that you had less?  
 20 A. Correct.  
 21 Q. And how did MetLife prevent you from  
 22 receiving those opportunities?  
 23 A. It was up to Jeff Trinkwon's discretion as  
 24 to who got what.  
 25 Q. Am I correct that [redacted]Ryan was with MetLife

1 in the Atlanta office well before you joined the  
 2 Atlanta office?  
 3 A. I don't know when he started.  
 4 Q. Was he there before you joined the Atlanta  
 5 office?  
 6 A. He was.  
 7 Q. And was [REDACTED] Blackburn?  
 8 A. He was as well.  
 9 Q. And was [REDACTED] Vietri?  
 10 A. Yes.  
 11 Q. And [REDACTED] Leweling was not hired by  
 12 MetLife until November of 2010; isn't that right?  
 13 A. Well, no.  
 14 Q. When do you believe she was hired, sir?  
 15 A. 2009, when I was on disability.  
 16 Q. Yes. That's right, sir. I apologize.  
 17 November 2009 that you were hired. So Ryan, Vietri  
 18 and Blackburn were all with the MetLife in the  
 19 Atlanta office before you joined the office?  
 20 A. That's correct. I think Ed had maybe  
 21 eight years' tenure, [REDACTED] fifteen, an [REDACTED] two or  
 22 three months.  
 23 Q. And [REDACTED] worked in a different territory;  
 24 is that right? He was assigned to rural parts of  
 25 Georgia, Tennessee?

1 A. You would have to look and see where his  
 2 assignments were located, but I would assume that to  
 3 be accurate.  
 4 Q. And [REDACTED] Leweling joined while you were  
 5 out on leave in November 2009?  
 6 A. Correct.  
 7 Q. And just to make sure I understand, so  
 8 regarding the employment opportunities you talked  
 9 about in paragraph 27, how were you treated  
 10 differently and less favorably than Ryan, Vietri,  
 11 Blackburn and Leweling?  
 12 A. They had an opportunity to succeed further  
 13 than what I had.  
 14 Q. And what's the basis that they had an  
 15 opportunity to succeed? Because they had more  
 16 brokers or more consultants or more clients?  
 17 A. It's a combination.  
 18 Q. Of that and what else?  
 19 A. Those three.  
 20 Q. Okay. So for Vietri, Blackburn and  
 21 Leweling, you believe you were treated differently  
 22 and less favorably because they had more brokers and  
 23 consultants?  
 24 A. And clients.  
 25 Q. I thought Vietri, Blackburn and Leweling

1 were account executives who didn't have clients?  
 2 A. I stated [REDACTED] Blackburn had specific  
 3 privileges.  
 4 Q. And [REDACTED] Blackburn you've already told me  
 5 had been with the company for a significant number of  
 6 years before you joined?  
 7 A. It depends on the merger, I suppose.  
 8 Q. How many years?  
 9 A. Ballpark, 15 in the industry.  
 10 Q. So he'd been in the industry 15 years  
 11 before you joined the office?  
 12 A. Before I moved to Atlanta.  
 13 Q. Is that correct?  
 14 A. Correct.  
 15 Q. And with regard to Ryan, who was a client  
 16 executive, a position you started at MetLife in the  
 17 Atlanta office as, you believed you were treated  
 18 differently and less favorably than Ryan because you  
 19 were provided with less clients than Ryan was?  
 20 A. Repeat that.  
 21 Q. With Ryan specifically, [REDACTED] Ryan, who was a  
 22 client executive, which is the position you started  
 23 in Atlanta as the client executive?  
 24 A. Junior.  
 25 Q. You're alleging in paragraph 27 that you

1 were treated differently and less favorably than  
 2 [REDACTED] Ryan?  
 3 A. You're inserting that. Go ahead.  
 4 Q. Is or is not [REDACTED] Ryan one of the, quote,  
 5 similarly situated non-African-American employees  
 6 that you believe was treated differently than you?  
 7 A. He is.  
 8 Q. So now I'm talking about [REDACTED] Ryan. Are you  
 9 alleging in paragraph 27 that you were treated  
 10 differently and less favorably than [REDACTED] Ryan because  
 11 you were assigned less clients than [REDACTED] Ryan?  
 12 A. Less opportunity.  
 13 Q. What do you mean by opportunity?  
 14 A. It's not specifically just [REDACTED] Ryan. It's  
 15 a combination of the other sales reps in the office.  
 16 Q. Well, I am talking about Ed Ryan. You  
 17 identified four people that you think you were -- you  
 18 considered similarly situated non-African-American  
 19 employees. You told me [REDACTED] Ryan, [REDACTED] Vietri,  
 20 [REDACTED] Blackburn and [REDACTED] Leweling.  
 21 A. Yes.  
 22 Q. Now I'm asking about [REDACTED] Ryan.  
 23 A. Yes.  
 24 Q. I'm asking you how you were treated  
 25 differently and less favorably than [REDACTED] Ryan with

1 regard to the employment opportunities we discussed?

2 A. I was under the impression and  
3 understanding when I transferred to Atlanta that  
4 because Ed was a senior client executive, I would  
5 receive a handful of his accounts. Therefore, I  
6 understood upon moving that I wouldn't have the exact  
7 same opportunity that Ed had. Which brings me back  
8 to --

9 Q. What evidence -- go ahead.

10 A. -- point 15 in this complaint, which is  
11 inaccurate. And I don't know if Bill Warren has a  
12 copy in his office, but I'll help you.

13 Q. We can go back to that. Okay, Mr. Rowell?

14 A. Uh-huh.

15 Q. I want to focus on the allegations in the  
16 various counts of the complaint for right now, okay?

17 So we've talked about the people you  
18 thought were similarly situated non-African-American  
19 employees, [REDACTED] Ryan, [REDACTED] etri, [REDACTED] pburn and  
20 [REDACTED] eweling, and why you thought they were  
21 given -- or you were treated less favorably than each  
22 one of those regarding the employment opportunities,  
23 which are the brokers and consultants for  
24 client -- for account executives and the clients for  
25 client executives.

1 clients or accounts?

2 A. Responsibilities.

3 Q. Responsibilities, okay. Is that correct?

4 A. Yeah, yes.

5 Q. So now I'm asking you -- you say you now  
6 became aware you were being treated differently.

7 What evidence supports that you were in fact being  
8 treated differently or prevented from receiving  
9 opportunities on the basis of your race?

10 A. The report that I began to describe  
11 earlier that said I had 20 opportunities.

12 Q. And that's July 2010?

13 A. I told you it was June, but also I wasn't  
14 sure.

15 Q. June 2010. So it wasn't until June of  
16 2010 that you understood you were being treated  
17 differently on the basis of your race?

18 A. I knew from the time I moved to Atlanta I  
19 was being -- and actually kind of prior to that, I  
20 was being looked at differently.

21 Q. Why don't you go ahead and tell me about  
22 that, sir.

23 A. I was well aware that I was being assigned  
24 African-American responsibilities because Jeff  
25 assigned them to me, stating that they were

1 And I would like to know what evidence you  
2 have to support your allegation that MetLife  
3 prevented you from receiving what you consider the  
4 additional opportunities because of your race?

5 A. I was not aware of being treated  
6 differently until I was assigned responsibilities  
7 that were specific to my race. After that, I was  
8 able to evaluate what I had compared to my peers.

9 Q. So what evidence does support your  
10 position now that the opportunities you received were  
11 different based your race?

12 A. I received opportunities that singled me  
13 out as an African-American when it came to needs that  
14 MetLife needed to fulfil but was not allowed to share  
15 with the other opportunities that were greater.

16 Q. And the -- I mean, the clients you're  
17 telling me that you were assigned on the basis of  
18 your race, those are the ones we discussed earlier,  
19 is that correct, Morehouse College, Atlanta Life and  
20 [REDACTED] [REDACTED] [REDACTED] [REDACTED]g?

21 A. That's correct.

22 Q. So, and I don't want to misstate anything  
23 here, but you're telling me that you became aware  
24 that you were being treated differently on the basis  
25 of your race when you were assigned those three

1 African-American responsibilities. I worked those  
2 loyally until there came an opportunity in which I  
3 wasn't going to have a job anymore.

4 Q. Let's talk about each one of those  
5 opportunities, sir.

6 First, Morehouse College. When were you  
7 assigned to work with Morehouse College?

8 A. Robert Johnson noted that in an e-mail to  
9 my previous manager before I transferred.

10 Q. Noted what?

11 A. That he needed help with Morehouse. I can  
12 get you the exact language if necessary.

13 Q. I'm asking you to tell me today because  
14 this is new for me what you are telling me was  
15 discriminatory about your assignment to work with  
16 Morehouse College, what you did with your assignment  
17 with Morehouse College, and when that was.

18 A. I was told to call at Morehouse College to  
19 develop opportunities for MetLife on the basis of  
20 hirees. No sales potential was there.

21 Q. So you were recruiting new hires?

22 A. That's correct.

23 Q. At job fairs?

24 A. There too.

25 Q. Where else?

Page 74

1 A. With [REDACTED] [REDACTED] [REDACTED]  
2 [REDACTED]  
3 Q. And who is that?  
4 A. Chair of the business department.  
5 Q. At?  
6 A. Morehouse College.  
7 Q. So you met with Dr. Hines and in --  
8 A. [REDACTED]  
9 Q. [REDACTED]  
10 A. Correct.  
11 Q. You met with Dr. [REDACTED] an  
12 attempt to have MetLife hire some graduates from  
13 Morehouse College?  
14 A. Yes.  
15 Q. Is Morehouse an Atlanta college?  
16 A. About five miles from here.  
17 Q. So you believe you were discriminated  
18 against on the basis of your race because you were  
19 asked to help MetLife recruit individuals from an  
20 area college that you went to?  
21 A. I had done work with Morehouse prior to  
22 transferring to Atlanta, and that in and of itself is  
23 not why I'm filing the charge. It's that in  
24 combination with the fact that I was also assigned to  
25 Atlanta Life as well as [REDACTED] [REDACTED] in

Page 75

1 outside responsibility that didn't apply to that job  
2 description.  
3 Q. And I'm asking you about Morehouse  
4 College. Are you telling me that as you sit here  
5 today, evidence for your complaint of discrimination  
6 is based on the fact that you, a former Morehouse  
7 College graduate, were asked by members of MetLife in  
8 Atlanta to assist with the recruiting of individuals  
9 from Morehouse, which is a local college that you  
10 attended? You believe that was racially  
11 discriminatory?  
12 A. That was one of three.  
13 Q. But I'm asking you about that one. Do you  
14 believe that one was?  
15 A. By itself, as I stated, I had done that  
16 responsibility prior to transferring.  
17 Q. So when you were in Cleveland, you were  
18 helping MetLife recruit individuals from  
19 Morehouse College?  
20 A. I did.  
21 Q. And when you moved to Atlanta at your  
22 request, you just continued that role?  
23 A. Upon request from Robert Johnson.  
24 Q. But you had previously done it while you  
25 were in Cleveland?

Page 76

1 A. That's correct.  
2 Q. And you continued to do it when you moved  
3 to Atlanta?  
4 A. That's true.  
5 Q. And Morehouse is in Atlanta; isn't that  
6 right?  
7 A. Yes.  
8 Q. And you were working in Atlanta?  
9 A. That's correct.  
10 Q. And you graduated from Morehouse?  
11 A. Two majors and --  
12 THE REPORTER: I'm sorry, two?  
13 THE WITNESS: Economics y Espaniol.  
14 It's Y, which is "and" in Spanish. I  
15 graduated from Morehouse College in 2002,  
16 with degrees in economics and Spanish and  
17 honors in each.  
18 BY MR. KONN:  
19 Q. I think that was the Spanish for "and" in  
20 Spanish. Am I correct? Is that what you said?  
21 A. Y is "and," correct. And it's Y, for the  
22 record, your record.  
23 Q. So let's talk about Atlanta Life now,  
24 okay?  
25 A. Okay.

Page 77

1 Q. You've told me a few times now that you  
2 believed your assignment to work with Atlanta Life  
3 was or serves as part of the basis for your racial  
4 discrimination claim, and I'd like you to tell me  
5 more about Atlanta Life, starting first when you were  
6 assigned to work with Atlanta Life.  
7 A. Jeff came to our office when we were still  
8 in Alpharetta, so it was prior to the move, and  
9 that's when he told me. What day it was, I can't say  
10 for sure.  
11 Q. And so to be clear, Jeff is Jeff Trinkwon,  
12 who was your manager in Atlanta?  
13 A. That's correct.  
14 Q. And do you recall when the office moved?  
15 A. It was towards the end of 2009.  
16 Q. But before you went out on leave in --  
17 A. 2008, excuse me.  
18 Q. So at that point, you were a client  
19 executive?  
20 A. Yes.  
21 Q. And it would have actually been just  
22 shortly after you joined the Atlanta office?  
23 A. Yeah.  
24 Q. And you were assigned by Jeff to work with  
25 Atlanta Life, which is a client of MetLife's?

**Page 78**

1 A. No.

2 Q. They were not a client?

3 A. A partner.

4 Q. Okay. Is there a distinction there?

5 A. Business trading between the two, which I

6 was responsible for managing through the CFO, was

7 opportunities that came to MetLife that had minority

8 business requirements -- case in point, the

9 airport -- typically required a signee from a

10 minority-owned company to receive favored billing. I

11 was in charge of coordinating that.

12 Q. So you were provided additional

13 opportunity by your manager to work the Atlanta Life

14 relationship?

15 A. There was no opportunity there. I was

16 responsible for making sure that MetLife had its

17 signature.

18 Q. Had Atlanta Life's signature?

19 A. The CFO.

20 Q. And Atlanta Life is an insurance company?

21 A. It's the largest minority-owned insurance

22 company in the country.

23 Q. Based in Atlanta?

24 A. Yeah.

25 Q. As far as you're aware?

**Page 79**

1 A. Atlanta Life, it is.

2 Q. And Atlanta Life was selling insurance?

3 A. They're an insurance company themselves,

4 but the partnership was to reinsure deals that

5 MetLife got.

6 Q. So MetLife was insuring -- was providing

7 insurance to clients, employer clients, business

8 clients?

9 A. Correct.

10 Q. And Atlanta Life was reinsuring those

11 policies?

12 A. For life insurance, correct.

13 Q. And did you receive any commission or any

14 sort of compensation for that role?

15 A. No.

16 Q. Did you have a prior relationship with

17 Atlanta Life at all?

18 A. Not directly.

19 Q. What about indirectly?

20 A. My dad knew the CEO.

21 Q. So your father knew the CEO?

22 A. The former CEO.

23 Q. Was Mr. Trinkwon aware of that?

24 A. After he made the assignment.

25 Q. And how long did you work with

**Page 80**

1 Atlanta Life?

2 A. I began reaching out almost immediately,

3 but I don't think I had a meeting for maybe a year.

4 Q. So you eventually did meet with people

5 from Atlanta Life?

6 A. The CFO.

7 Q. And how were you able to get that meeting?

8 Since it took a year, I was just wondering how you

9 were able after a year to get that meeting?

10 A. If I had to recall, it's because I was

11 persistent. And his name is Leonard Grimes,

12 G-r-i-m-e-s.

13 Q. And when you were able to get that

14 meeting, is that when you were able to get the

15 signatures that you needed?

16 A. There was no business that ever took

17 place. I was in charge of the relationship for

18 opportunities coming in the door.

19 Q. So if an opportunity had come in, you

20 would have been responsible for that opportunity?

21 A. Let me give you an example. Atlanta

22 Public Schools went to bid. It was either them or

23 MARTA, I believe. And they had a requirement for a

24 minority backing. It was up to me to present the

25 experience in the case to see whether or not

**Page 81**

1 Atlanta Life considered that to be favorable.

2 Q. So you would present to Atlanta Life on

3 MetLife's behalf?

4 A. Correct.

5 Q. And the insurance would be sold initially

6 by MetLife, then reinsured by Atlanta Life?

7 A. Yes.

8 Q. And MetLife could only sell the insurance

9 to begin with if there was some sort of guarantee

10 that Atlanta Life would reinsure?

11 A. It was a public bid.

12 Q. But unfortunately, there were no --

13 MetLife was not successful?

14 A. In the one opportunity that was brought,

15 no.

16 Q. If MetLife had been successful, would you

17 have received commissions or any sort of compensation

18 for that deal?

19 A. I would have had to negotiate, because

20 it's not standard practice located in the comp

21 brochure.

22 Q. But you would have received compensation?

23 A. Not guaranteed. I don't know.

24 Q. Was it explained to you that you would

25 receive compensation?

1 A. I believe the wording was, we'll work  
 2 something out.  
 3 Q. So the plan was to provide you with  
 4 compensation, commission, some sort of incentive when  
 5 MetLife sold a policy that was then reinsured by  
 6 Atlanta Life?  
 7 A. Correct.  
 8 Q. Let's talk about [REDACTED] is  
 9 a broker working for [REDACTED] consulting?  
 10 A. Technically he's a consultant.  
 11 Q. [REDACTED] consultant working  
 12 for [REDACTED] consulting, and you told me earlier  
 13 that you believed your assignment to work with  
 14 [REDACTED] [REDACTED] [REDACTED]ing was at  
 15 least in part the basis for your racial  
 16 discrimination claim.  
 17 I'd like you to tell me more about your  
 18 assignment to work with [REDACTED] [REDACTED]rting  
 19 with first when it happened and who assigned you.  
 20 A. Jeff Trinkwon assigned me.  
 21 Q. Okay.  
 22 A. Upon arrival more or less in Atlanta.  
 23 Q. So when you arrived in Atlanta, which was  
 24 a new office for you, a new position for you, you  
 25 were assigned to work with Mr. [REDACTED]

1 A. Correct.  
 2 Q. And what about that assignment as a new  
 3 employee do you think was done on the basis of your  
 4 race?  
 5 A. As noted, client executives call on  
 6 clients.  
 7 Q. Uh-huh.  
 8 A. As a client executive, I was assigned one  
 9 consultant.  
 10 Q. And you were previously an account  
 11 executive in Cleveland for two plus years?  
 12 A. Not quite two.  
 13 Q. Okay. But you were previously an account  
 14 executive in Cleveland?  
 15 A. Yes.  
 16 Q. So you had experience working as an  
 17 account executive?  
 18 A. Yes.  
 19 Q. And you worked with consultants and  
 20 brokers regularly?  
 21 A. At that point, I did.  
 22 Q. And when you were -- in fact, you had  
 23 actually requested to be transferred to an account  
 24 executive position originally in Atlanta?  
 25 A. I was approached with the opportunity.

1 Q. In any event, you had experience as an  
 2 account executive when you arrived in the Atlanta  
 3 office?  
 4 A. Correct.  
 5 Q. But the only position that was available  
 6 when you transferred was client executive?  
 7 A. Yes.  
 8 Q. And shortly after you joined the Atlanta  
 9 office, Mr. Trinkwon assigned you to work with a  
 10 consultant? That's [REDACTED] [REDACTED]  
 11 A. Correct.  
 12 Q. And you'd previously had experience  
 13 working with consultants and clients, brokers, excuse  
 14 me, as an account executive?  
 15 A. I had experience with all three.  
 16 Q. And how was your assignment to work with  
 17 Mr. [REDACTED] if at all, any different than your  
 18 previous assignments to work with brokers or  
 19 consultants?  
 20 A. It wasn't my job description.  
 21 Q. That's not what I asked you. I asked you  
 22 how it was any different from your previous work  
 23 working with brokers or consultants?  
 24 A. The work itself was the same. The  
 25 challenge is that it's outside my job description, as

1 noted in a couple of places in your documents.  
 2 Q. That's because you were a client  
 3 executive?  
 4 A. Yes.  
 5 Q. Not an account executive at that time?  
 6 A. Correct.  
 7 Q. But you still had the knowledge base and  
 8 experience and skill set to do that work?  
 9 A. Absolutely.  
 10 Q. And you did that work, you worked with  
 11 Mr. [REDACTED]  
 12 A. Yeah.  
 13 Q. And did you at any point sell products  
 14 through Mr. [REDACTED]  
 15 A. No.  
 16 Q. No? If you had sold products through  
 17 Mr. [REDACTED] would you have received commission or  
 18 compensation?  
 19 A. It's in the comp claim, yes.  
 20 Q. And again, I'm going to ask you why you  
 21 think your assignment working with Mr. [REDACTED]s  
 22 racially discriminatory?  
 23 MS. MILLER: I'm going to object.  
 24 He's asked and answered it several times.  
 25 But you can answer it again.

**Page 86**

1 BY MR. KONN:  
2 Q. So it's because he was also black?  
3 A. Yes.  
4 Q. I'm going to get back to the complaint,  
5 okay. Paragraph 27, one of the other explanations  
6 for your belief that you were racially discriminated  
7 against was that you were intentionally treated  
8 differently and less favorably than similarly  
9 situated non-African-American employees on the basis  
10 of your race by, in this case, excluding you from key  
11 contacts and accounts from which you would have  
12 obtained compensation, career development and  
13 networking opportunities. And that's several pieces  
14 all in one. I'm going to work through each piece  
15 separately, okay?  
16 A. Okay.  
17 Q. We've already talked about who the  
18 similarly situated non-African-American employees  
19 were. Are they different for this part of paragraph  
20 27 than they were before?  
21 A. The same.  
22 Q. Now, let's talk specifically about the key  
23 contacts and accounts that you were excluded from.  
24 Can you tell me what were or who were those key  
25 contacts and accounts?

**Page 87**

1 A. Ones that would have provided opportunity.  
2 Q. Do you have any specifics?  
3 A. I can only tell you that there were  
4 approximately 125 brokers and consultants that worked  
5 through Atlanta, and with four reps, being [REDACTED]  
6 Ed -- no, [REDACTED] [REDACTED] if you divide that  
7 equally, what is that, 32? I had seven or eight. I  
8 can look it up.  
9 Q. Okay. So I'm asking you though are there  
10 any specific key contacts and accounts that you were  
11 excluded from as alleged? Do you have any specifics  
12 at all?  
13 A. I can find them.  
14 Q. But as you sit here today and when this  
15 complaint was drafted, do you have any evidence of  
16 specific, quote, key contacts and accounts, end  
17 quote, that you were excluded from?  
18 A. Yes.  
19 Q. What is that?  
20 A. My reports.  
21 Q. Tell me who those key contacts and  
22 accounts were, please.  
23 A. I can provide them.  
24 Q. But as you sit here today, you don't know  
25 the names of any of them?

**Page 88**

1 A. I have them.  
2 Q. I'm asking you as you sit here today, can  
3 you tell me who they are?  
4 A. Yeah.  
5 Q. Please?  
6 A. All right. One second. I have names of  
7 brokers, not clients, because we've requested those  
8 through the EEOC since this investigation started and  
9 you haven't provided them yet.  
10 MS. MILLER: Okay. Well, let's go  
11 off the record for a moment.  
12 THE VIDEOGRAPHER: The time is  
13 1:06 [sic] p.m. We're now off the record.  
14 (A recess was taken.)  
15 THE VIDEOGRAPHER: Stand by, please.  
16 The time is 1:22 [sic] p.m. we're back on  
17 the record.  
18 BY MR. KONN:  
19 Q. Mr. Rowell, before we broke briefly, we  
20 were talking about paragraph 27 of your complaint,  
21 and specifically we were talking about your  
22 allegation that you were excluded from key contacts  
23 and accounts from which you would have obtained  
24 compensation, career advancement and networking  
25 opportunities. And I had asked you what were those

**Page 89**

1 key contacts and accounts you were excluded from, and  
2 I believe you, paraphrasing, you answered me that  
3 those are the ones that would have provided you  
4 opportunities, and my follow-up was, well, who  
5 specifically or what specifically were those key  
6 contacts and accounts.  
7 So I'll ask you again. What were those  
8 key contacts and accounts that you were alleging in  
9 paragraph 27 you were excluded from by MetLife?  
10 A. There's a document here that's top 20  
11 brokers year to date of 2010 and for year 2009. The  
12 total between the two years is \$110 million in  
13 revenue, of which I wasn't assigned any.  
14 MR. KONN: I guess we will use this  
15 as an exhibit then. What's the next  
16 number?  
17 THE REPORTER: This will be 8.  
18 MR. KONN: Can you mark that.  
19 (Exhibit 8 was marked for  
20 identification.)  
21 BY MR. KONN:  
22 Q. Mr. Rowell, in paragraph 27 when you were  
23 saying that you were excluded from key contacts and  
24 accounts, you were alleging -- these are the key  
25 contacts and accounts you were alleging you were

**Page 90**

1 excluded from on what's now been marked as Rowell  
2 Number 8?  
3 A. It's the top 20.  
4 Q. So I'm asking again, these are the  
5 accounts you are alleging you were excluded from in  
6 paragraph 27?  
7 A. At least in part.  
8 Q. There were others beyond these?  
9 A. This is only the top 20 for the office.  
10 There's I don't know how many brokers working. Maybe  
11 a hundred total.  
12 Q. And you were excluded from working with  
13 all those brokers?  
14 A. I was excluded from working with the best.  
15 Q. And where is your cutoff for the best,  
16 Mr. Rowell?  
17 A. Well, there were not any in the top 20.  
18 Q. So is it the top 20 or is it the accounts  
19 of brokers beyond the top 20 you are now alleging you  
20 were excluded from working with?  
21 A. At the very least, the top 20.  
22 Q. And let's now look at this document you  
23 provided to me. The bottom is a list of south region  
24 mid-large market top 20 brokers full year 2009.  
25 Right?

**Page 91**

1 A. Correct.  
2 Q. And 2009, you were not an account  
3 executive, were you?  
4 A. No.  
5 Q. You were a client executive?  
6 A. Correct.  
7 Q. So as a client executive, you would not  
8 have been assigned a single one of these because you  
9 worked with businesses as your clients, not with  
10 brokers?  
11 A. These are brokers who also have clients.  
12 For example, Mercer would have an account over -- I  
13 believe their cutoff was 3,500 employees, at which a  
14 client executive takes over, and I wasn't assigned  
15 the opportunity to work with any of --  
16 Q. All I'm asking, Mr. Rowell, is as a client  
17 executive in 2009, you would not have been assigned a  
18 single broker because you were assigned to work with  
19 clients, not brokers?  
20 A. Correct.  
21 Q. And it wasn't until 2010 when you returned  
22 from your leave of absence that you became an account  
23 executive in Atlanta?  
24 A. Correct.  
25 Q. And you're telling me now or your

**Page 92**

1 allegation is that when you returned as a account  
2 executive, you were not assigned any of the  
3 accounts -- any of the brokers in the top 20, and you  
4 believe that was racially discriminatory?  
5 A. I believe I was excluded.  
6 Q. And were each of these to the best of your  
7 knowledge top 20 brokers, the ones that are the 2010  
8 now exclusively, they were assigned to a different  
9 client executive, a different account executive?  
10 A. Yeah.  
11 Q. And they were assigned to a different  
12 account executive before you transitioned from client  
13 executive to account executive?  
14 A. Possibly, yeah. Yes, correct.  
15 Q. So these brokers were all serviced by an  
16 account executive in the office before you became an  
17 account executive?  
18 A. I believe that to be the case.  
19 Q. Are there any on this 2010 ranking that  
20 were not assigned to an account executive before you  
21 became an account executive in January 2010?  
22 A. Not to my knowledge.  
23 Q. You can go ahead and put that away, sir.  
24 A. Actually, I --  
25 Q. And when you say that these are key

**Page 93**

1 contacts and accounts in your complaint, is it simply  
2 because they have the highest amount of premiums  
3 sold?  
4 A. Yes.  
5 Q. And your allegation that you were excluded  
6 from those contacts and accounts is that they were  
7 not assigned to you?  
8 A. Correct.  
9 Q. And so I guess the next step in your  
10 allegation is that they were not reassigned from  
11 other account executives to you, because you told me  
12 already that they were assigned to other account  
13 executives before you transitioned?  
14 A. There was an opportunity to distribute  
15 those clients, those brokers and consultants --  
16 Q. Sorry. Okay.  
17 A. -- and I didn't receive any of them.  
18 Q. But they all were previously assigned to  
19 other account executives?  
20 A. As far as I'm aware. I have a note from  
21 Jeff Trinkwon on January 4th or maybe prior to  
22 stating that he was in the process of determining  
23 relationships.  
24 Q. For you when you became an account  
25 executive?



**Page 94**

1 A. That's correct.

2 Q. And your allegation that you were excluded

3 from key contacts and accounts is based on the fact

4 that you were not -- that the top 20 list of brokers,

5 clients -- sorry, no, right, that none of the brokers

6 on the top 20 list were reassigned from another

7 account executive to you?

8 A. That's correct. While at the same time, I

9 was still continuing my responsibility of calling on

10 the African-American responsibilities.

11 Q. And those are, make sure we're on the name

12 page, Morehouse College, Atlanta Life and [REDACTED]

13 [REDACTED]

14 A. Correct.

15 Q. And we've already established that

16 Morehouse College was the college you went to, and

17 you were simply working on recruiting new talent from

18 Morehouse?

19 A. To show them what opportunity was to await

20 them at MetLife.

21 Q. Okay. And Atlanta Life was not a client

22 to which you were assigned, rather it was a

23 relationship partner with MetLife that you would have

24 received commissions on if MetLife had made a sale

25 that was reinsured by Atlanta Life?

**Page 95**

1 A. That's not definite.

2 Q. It was your understanding you would

3 receive commission?

4 A. I was verbally told so.

5 Q. So of the three, only [REDACTED] [REDACTED]

6 a broker?

7 A. A consultant.

8 Q. A consultant. And he worked for

9 [REDACTED] consulting?

10 A. He owns it.

11 Q. And are you telling me now that he was the

12 only consultant or broker to which you were assigned

13 when you became account executive?

14 A. He -- no, I'm not saying that.

15 Q. So you were assigned other brokers or

16 consultants when you became account executive?

17 A. I was.

18 Q. So your allegation of racial

19 discrimination is based on the fact that none of the

20 top 20 brokers were reassigned from another account

21 executive to you?

22 A. My allegation is that with the opportunity

23 that I received, aside from the racial responsibility

24 I was given, I didn't have the opportunity to succeed

25 or earn the amount of money that my peers did.

**Page 96**

1 Q. Okay. And I'm going to go back to the

2 specifics of -- we'll go through every part of your

3 complaint, but you're telling me, you allege here you

4 were excluded from key contacts and accounts, and I

5 think we've established that at a minimum, the key

6 contacts and accounts you're talking about are the

7 brokers listed as the top 20 brokers in Rowell 8; is

8 that right?

9 A. At a minimum.

10 Q. And that each of those brokers was in fact

11 assigned to an account executive prior to your

12 becoming an account executive?

13 A. Best of my knowledge.

14 Q. And they were serviced by those account

15 executives prior to your becoming an account

16 executive?

17 A. Probably.

18 Q. And you were also assigned other brokers

19 or consultants when you became an account executive?

20 A. I was.

21 Q. Looking back at paragraph 27, you allege

22 that you would have received -- obtained, quote,

23 not only compensation, but also career

24 development -- sorry, career advancement and

25 networking opportunities if you had not been excluded

**Page 97**

1 from those key contacts and accounts.

2 Let's start with the first of those. What

3 compensation would you have received if you had not

4 been allegedly excluded from those key contacts and

5 accounts?

6 A. I would have seen opportunities which

7 would have most likely resulted in sales.

8 Q. And what do you mean by opportunities?

9 A. Companies to quote on.

10 MS. MILLER: I'm sorry, I couldn't

11 hear you.

12 THE WITNESS: Businesses to provide

13 quotes to.

14 BY MR. KONN:

15 Q. So you would have received, potentially

16 would have received compensation if you'd been

17 assigned to one of those brokers and one of those

18 brokers had an opportunity to sell product to one of

19 their clients that was a MetLife product?

20 A. There's guaranteed compensation in the

21 sense that those brokers and consultants per the

22 document have existing business. As an account

23 executive or client executive, you get paid every

24 time that business renews.

25 Q. So if the broker to which you would have

1 been assigned sold a MetLife policy to a client, the  
2 client, the account executive would have received  
3 some compensation?

4 A. For sure.

5 Q. And so your allegation that you were  
6 excluded from receiving compensation from those  
7 contacts is based on the belief that you would have  
8 received the commissions from those sales?

9 A. In addition to the renewal.

10 Q. The next allegation is that you would have  
11 also received career advancement had you not been  
12 excluded from those key contacts and accounts. Why  
13 don't you tell me about that.

14 How would you -- well, first, what career  
15 development do you believe you would have received  
16 and how were you excluded from receiving that career  
17 development?

18 A. Well, in a sales organization, the more  
19 you sell, the more exposure you get to the company,  
20 which would have provided me networking opportunities  
21 obviously internally, but externally as well with  
22 brokers and consultants as well as outside clients.

23 Q. Well, your next allegation is you were  
24 excluded from networking opportunities. Is there  
25 something in addition to networking opportunities

1 that you're talking about with regard to career  
2 development?

3 A. I got a lot of training. I can't say I  
4 missed out on any of that.

5 Q. So you would have received training if you  
6 had not been excluded from those key contacts and  
7 accounts?

8 A. No. Primarily I missed out on the  
9 networking and status opportunities.

10 Q. And do you have any evidence, sir, that  
11 the individuals who were assigned to those, what  
12 you're considering key contacts and accounts had  
13 those networking opportunities?

14 A. Yeah.

15 Q. Can you tell me about that?

16 A. [REDACTED]lackburn was every year a leaders  
17 qualifier with the chairman I think that year too.

18 Q. Okay. And [REDACTED]lackburn, we've already  
19 talked about, was a 15-year veteran of MetLife?

20 A. Well, between MetLife and whatever company  
21 he came from. If I'm not mistaken, BMA.

22 Q. So he was a very well-established --

23 A. BMA.

24 Q. -- very well-established account  
25 executive; is that fair?

1 A. He was an established sales rep.

2 Q. And in fact, he was the highest selling  
3 sales rep in your office?

4 A. Yes.

5 Q. With 15 some odd years of experience?

6 A. Correct.

7 Q. And you started as an account executive in  
8 the Atlanta office on January 4th, 2010?

9 A. That's true.

10 Q. And you think you should have been treated  
11 exactly the same as [REDACTED]lackburn, who is a  
12 15-year --

13 A. Apples and oranges. And I say that  
14 because [REDACTED]t started off in the small market, as did  
15 I, so if you're talking cumulative experience, he had  
16 15, I had eight.

17 Q. In the Atlanta office you started as an  
18 account executive in January 2010; is that correct?

19 A. Yes.

20 Q. At that point, [REDACTED]lackburn had been an  
21 account executive selling insurance to brokers for  
22 15 years?

23 A. No. He didn't have that title. He  
24 started off in small market, as did I.

25 Q. He had been selling insurance for MetLife

1 or its prior entity, the MetLife Purchase, for  
2 15 years?

3 A. As I had eight.

4 Q. And he was in Atlanta the whole time?

5 A. Best of my knowledge.

6 Q. Working with the same brokers?

7 A. I don't know if that's true.

8 Q. So you think -- is it your allegation that  
9 the fact that you were not treated the same as  
10 [REDACTED]lackburn, who was historically the highest  
11 signed rep in your office, was racially  
12 discriminatory?

13 A. That in of itself, no. You can make a  
14 case for giving a rep who's had success additional  
15 opportunity.

16 Where I find fault is that you gave  
17 [REDACTED]vietri just about as much as [REDACTED]nd he had  
18 less than a year -- about a year and a quarter of  
19 experience in the industry.

20 Q. So is it really just -- so is your  
21 allegation really just based on the fact that you  
22 were treated differently than [REDACTED]vietri?

23 A. As a whole, I was treated differently.

24 Q. But is your allegation of racial  
25 discrimination based on you being treated differently

1 than [REDACTED]ietri?

2 A. In part.

3 Q. What's the other part?

4 A. [REDACTED]eweling had additional opportunity.

5 Q. [REDACTED]eweling?

6 A. She did.

7 Q. So is your claim for racial discrimination  
8 that you were treated differently than [REDACTED]eweling  
9 and [REDACTED]ietri?

10 A. And [REDACTED]lackburn.

11 Q. For [REDACTED]lackburn, I thought we had  
12 established that that was not racially  
13 discriminatory, he was simply a longer standing very  
14 successful rep?

15 A. I said you could make a case for that.

16 Q. So you don't think he was a successful  
17 rep?

18 A. I didn't say that either.

19 Q. Well, you tell me, sir. It's your  
20 allegation.

21 A. I'm alleging that I was treated  
22 differently than everybody else in the office, and in  
23 fact, in the southeastern United States --

24 Q. Okay. And I'm asking you --

25 A. -- the entire United States.

1 A. Three, four, five years maybe.

2 Q. So three, four, five years longer than  
3 you?

4 A. Correct.

5 Q. And you think the fact that he was  
6 assigned to brokers that he had worked for in those  
7 three or four or five years and you were not assigned  
8 to those brokers was racially discriminatory?

9 A. What's discriminatory is that I didn't  
10 have an opportunity to succeed.

11 Q. And I'm not asking generally, sir. I'm  
12 asking very specifically, and first specifically with  
13 regard to [REDACTED]lackburn what about how you were  
14 treated versus how [REDACTED]lackburn was treated do you  
15 believe was different and done on the basis of your  
16 race, if anything? If there's not anything, tell me  
17 there's not.

18 A. He had more opportunities, 15 times the  
19 opportunities than I did.

20 Q. And the number 15, you're saying he has  
21 more, you're saying counting brokers?

22 A. I'm talking about quotes.

23 Q. Quotes?

24 A. Yeah.

25 Q. And in order to get a quote, there's some

1 Q. -- how you were treated differently. How  
2 were you treated differently than [REDACTED]lackburn?

3 A. [REDACTED] aside from having his own expense  
4 account where he booked 50 grand in 2009, had more  
5 opportunity in the way of brokers and clients as well  
6 as direct opportunities than I did.

7 Q. Okay. In 2009 [REDACTED]lackburn and you  
8 worked in entirely different positions; is that  
9 correct?

10 A. 2009 I was a client executive. He was an  
11 account executive.

12 Q. So in 2010 you were both in the same  
13 position?

14 A. Correct. At least from a title  
15 standpoint, correct.

16 Q. Okay. And it was really -- you were only  
17 in that position as a client executive -- account  
18 executive in the Atlanta office in mid March in the  
19 mid-large market for six months?

20 A. Well, seven. I guess I left what, the end  
21 of July, so I guess that would put it at --

22 Q. Seven months. And [REDACTED]lackburn had  
23 been in that position for at least a decade?

24 A. No.

25 Q. No? How long?

1 work that has to be done, isn't there?

2 A. Supposed to be.

3 Q. And that's based in some part on the  
4 person's relationship with the broker?

5 A. In part.

6 Q. And [REDACTED] I think you would acknowledge,  
7 was a very high-selling rep and had been for several  
8 years?

9 A. Yeah.

10 Q. And the fact that he had more quotes is  
11 just evidence that he was just selling more?

12 A. He also had additional assignments.

13 Q. So is it the additional assignments or is  
14 it the quote numbers that you are alleging was  
15 discriminatory treatment between you and  
16 [REDACTED]lackburn?

17 A. The assignments we got between us.

18 Q. So is it the assignments or the quote  
19 activity that you were alleging was discriminatory?

20 A. The assignments.

21 Q. So for [REDACTED]lackburn, your allegation of  
22 discrimination is that he was assigned more brokers  
23 than you were?

24 A. Correct.

25 Q. And what is your basis for your belief or

1 what evidence do you have to establish that the  
2 assignment of his brokers versus the assignment of  
3 your brokers was done on a racial basis?

4 A. Aside from the fact that I was given the  
5 African-American responsibilities, there's no way to  
6 prove that.

7 Q. Let's talk about [REDACTED] Vietri, okay? You  
8 told me there was -- [REDACTED] Blackburn, [REDACTED] Ewing  
9 and [REDACTED] Vietri were the three other account  
10 executives in 2010 who were given opportunities that  
11 you were excluded from; is that correct?

12 A. Correct.

13 Q. We talked about [REDACTED] Blackburn. Let's  
14 talk about [REDACTED] Vietri.

15 A. Okay.

16 Q. How were you treated differently than  
17 [REDACTED] Vietri?

18 A. [REDACTED] had 88 broker assignments. I had  
19 seven.

20 Q. And how long has [REDACTED] Vietri been working  
21 as a client -- account executive?

22 A. March or April of 2008.

23 Q. So as of January 2010 when you became an  
24 account executive, he'd been in that position for a  
25 year and a half, give or take?

1 A. Three quarters.

2 Q. Am I correct that [REDACTED] Vietri began as an  
3 account representative in rural Georgia working very  
4 small broker accounts?

5 A. Could very well be.

6 Q. Do you have any reason to doubt that?

7 A. Not at this time.

8 Q. And that his -- for example, his brokers  
9 may have only had a handful of clients, one or two,  
10 in very small accounts?

11 A. Possibly.

12 Q. And that over the course of the following  
13 year and a half to two years until you became an  
14 account executive, [REDACTED] gradually grew his territory  
15 and his number of brokers?

16 A. You don't grow territory. You're assigned  
17 territory.

18 Q. Is it your understanding or do you believe  
19 it to be true that over the course of the year and a  
20 half, year and three quarters before you became an  
21 account executive, [REDACTED] Vietri was assigned  
22 additional territories?

23 A. He was.

24 Q. And he was assigned first rural Georgia.  
25 He then was moved into rural parts of Tennessee; is

1 that correct?

2 A. As well as local Atlanta, if I'm not  
3 mistaken.

4 Q. But the majority of his very high number  
5 or the high number of brokers were in rural parts of  
6 the other states?

7 A. That I can't say for sure, at least not  
8 yet.

9 Q. Do you have any reason to doubt that?

10 A. I can look it up.

11 Q. I'm not asking you to look it up. I'm  
12 asking if you have any reason to doubt that?

13 A. Yes.

14 Q. I think we had talked before that it's not  
15 necessarily the number of brokers that makes a  
16 difference, it's more than just that, it's, among  
17 other things, it's the quality, the exact number of  
18 clients the brokers have, how large those brokers  
19 are?

20 A. Yeah.

21 Q. So if [REDACTED] had 88 small brokers with a  
22 small number of clients, he wouldn't necessarily have  
23 any more opportunities than someone with a small  
24 number of brokers who had a large number of clients;  
25 is that fair?

1 A. Could be.

2 Q. Let's talk about [REDACTED] Ewing. How do  
3 you allege -- what is your basis for your allegation  
4 that [REDACTED] Ewing was treated differently than you  
5 and that you were excluded from opportunities that  
6 [REDACTED] Ewing was provided?

7 A. She received opportunities for brokers and  
8 consultants with larger companies.

9 Q. And [REDACTED] Ewing began as an account  
10 executive in -- while you were on leave, say  
11 November 2009?

12 A. I was on disability.

13 Q. And tell me about the assignments,  
14 accounts or brokers she was assigned.

15 A. Consultants.

16 Q. Consultants?

17 A. Yeah.

18 Q. Tell me about that.

19 A. A broker tends to have at least a  
20 connotation of which smaller, more numerous accounts.  
21 A consultant is more a specialist.

22 Q. And your allegation is that [REDACTED] Ewing  
23 was assigned more consultants than you were?

24 A. She was assigned, yes, consultants.

25 Q. And what's your -- do you have any

1 allegation that you were excluded from the  
 2 consultants, some of the ones she was assigned?  
 3 A. You're assigned or you're not. What I'm  
 4 saying is I didn't get what she did.  
 5 Q. Were you assigned any consultants?  
 6 A. Aside from [REDACTED] I don't think so.  
 7 Q. Were you assigned brokers?  
 8 A. Yes.  
 9 Q. You were assigned brokers in the metro  
 10 Atlanta area?  
 11 A. Yes.  
 12 Q. Is it fair to say that brokers in the  
 13 metro Atlanta area have more clients and serve  
 14 larger -- and have larger accounts than those in  
 15 rural parts of the state?  
 16 A. It's fair to say that they have larger,  
 17 not necessarily more.  
 18 Q. They have larger accounts?  
 19 A. You can make that case.  
 20 Q. I'm asking you. Is that fair to say? If  
 21 it's not, tell me it's not.  
 22 A. It's fair to say that brokers in Atlanta  
 23 have bigger cases and sometimes more, but rural  
 24 brokers aren't to be taken for granted.  
 25 Q. And you were assigned brokers in metro

1 Atlanta?  
 2 A. Correct.  
 3 Q. And at least one consultant in metro  
 4 Atlanta?  
 5 A. Yes.  
 6 Q. We touched briefly on networking  
 7 opportunities, and we've now talked about  
 8 compensation, career advancement, and your last  
 9 allegation is that you were excluded from networking  
 10 opportunities. Can you tell me about specific  
 11 networking opportunities you were excluded from?  
 12 A. It would have been brokers, consultants  
 13 and clients.  
 14 Q. So simply meeting with them?  
 15 A. Yeah.  
 16 Q. And you were excluded from meeting with  
 17 them because you weren't assigned to those people?  
 18 A. That's correct.  
 19 Q. Are you aware if [REDACTED] eweling was  
 20 assigned any of the brokers in the top 20 list?  
 21 A. I'm almost positive that she had Marsh,  
 22 but aside from that, I don't know off the top of my  
 23 head. I'd have to look.  
 24 Q. And then finally, we've talked about -- a  
 25 lot about the key contacts you believe you were

1 excluded from and the opportunities you believe you  
 2 were not provided. What I want to know is what  
 3 evidence do you have to support the fact that you  
 4 were excluded from those clients, those contacts, and  
 5 not provided those opportunities on the basis of your  
 6 race, not for some other reason?  
 7 A. I didn't see anybody else receive unique  
 8 assignments.  
 9 Q. And the unique assignments you're talking  
 10 about are those at Morehouse, Atlanta Life and  
 11 [REDACTED] [REDACTED]  
 12 A. Yes.  
 13 Q. But the fact that you weren't assigned the  
 14 key contacts, you don't have evidence that that was  
 15 done because of your race other than the fact that  
 16 you were assigned to work with Morehouse,  
 17 Atlanta Life and [REDACTED] [REDACTED]  
 18 A. I was excluded.  
 19 Q. I'm asking you what the basis is for your  
 20 belief that you were excluded because of your race.  
 21 You told me you thought it was because you were  
 22 assigned to work with Morehouse, Atlanta Life and  
 23 [REDACTED] [REDACTED] that it?  
 24 A. Yeah.  
 25 MR. KONN: Let's go ahead and go off

1 the record. The tape's almost done.  
 2 THE VIDEOGRAPHER: This is the end of  
 3 tape number one in the deposition of  
 4 Brandon Rowell. The time is 1:48 [sic]  
 5 p.m. we're now off the record.  
 6 MR. KONN: 12:48.  
 7 THE VIDEOGRAPHER: Because I started  
 8 incorrectly --  
 9 MR. KONN: I understand.  
 10 THE VIDEOGRAPHER: -- I'm continuing  
 11 incorrectly. The reason is is the visual  
 12 on the screen and what time the clock says.  
 13 THE WITNESS: Fair enough.  
 14 THE VIDEOGRAPHER: That's why I'm  
 15 continuing to be an hour off.  
 16 MR. KONN: Yeah, that's fine. But  
 17 remember at the very end just put that on  
 18 the record, okay.  
 19 We're off.  
 20 (A lunch recess was taken.)  
 21 THE VIDEOGRAPHER: Stand by, please.  
 22 This is the beginning of tape number two in  
 23 the deposition of Brandon Rowell. The time  
 24 is 2:53 [sic] p.m. we're back on the  
 25 record.

1 BY MR. KONN:

2 Q. Mr. Rowell, before we took a break, we  
3 were working our way through your complaint. I'm  
4 going to ask you to turn back to the complaint again  
5 to paragraph 27. I'm now on page 16 of paragraph 27.

6 In that paragraph you allege that MetLife  
7 treated you different and less favorably than  
8 similarly situated non-African-American employees on  
9 the basis of your race by -- we've talked about the  
10 first two allegations, and the third is by assigning  
11 you to traditionally African-American accounts with  
12 no real sales potential or opportunities.

13 I want to just make sure that -- well, can  
14 you first identify for me those traditionally  
15 African-American accounts you're talking about in  
16 that section of paragraph 27 in your complaint?

17 A. You want me to name them again?

18 Q. Yes, please.

19 A. Morehouse College, Atlanta Life,

20 [REDACTED] consulting owned by [REDACTED] [REDACTED]

21 Q. So those are the same three we've talked  
22 about at some length earlier today?

23 A. Correct.

24 Q. And for each of those, I don't know if I  
25 asked earlier -- if I did, I apologize -- but can you

1 tell me exactly when you were assigned to work on  
2 those, I'm going to say generally accounts, but I  
3 know they're not actually all just accounts, but when  
4 you were assigned to work with each one of those?

5 A. Upon arrival.

6 Q. Upon arrival in Atlanta?

7 A. Yes.

8 Q. So in June 2008?

9 A. If not then, shortly thereafter.

10 Q. So these were not opportunities or  
11 accounts assigned to you when you became an account  
12 executive, they were assigned to you when you became  
13 a client executive?

14 A. They were assigned to me when I became a  
15 client executive in Atlanta. There are opportunities  
16 in some, but not all. One, but not three.

17 Q. And Jeff Trinkwon assigned each of those  
18 to you; is that correct?

19 A. Yes.

20 Q. And I just want to confirm Morehouse  
21 College was recruiting, so there was no opportunity  
22 to sell as such there, Atlanta Life was the  
23 reinsurance we talked about earlier, and  
24 [REDACTED] a consultant who owned  
25 [REDACTED] consulting, so there were sales

1 opportunities through Mr. [REDACTED]

2 A. Limited.

3 Q. What's that?

4 A. Limited.

5 Q. Did you make any sales through

6 Mr. [REDACTED]

7 A. No.

8 Q. Was Mr. [REDACTED] or were you still  
9 assigned to work with Mr. [REDACTED] when you became an  
10 account executive?

11 A. I was.

12 Q. Did you write any quotes through

13 Mr. [REDACTED]

14 A. Did I what?

15 Q. Write any quotes?

16 A. You don't write quotes.

17 Q. Okay. Was there any quote activity  
18 through Mr. [REDACTED]

19 A. There may have been one, and I don't think  
20 that there was.

21 Q. Are you aware of any other employee in the  
22 Atlanta office assisting with recruiting  
23 opportunities?

24 A. No.

25 Q. Next in paragraph 27 you alleged that

1 MetLife intentionally treated you differently and  
2 less favorably than similarly situated  
3 non-African-American employees on the basis of your  
4 race by subjecting you to an unfair, unattainable,  
5 predetermined and pretextual performance improvement  
6 plan. Do you see that?

7 A. Yeah.

8 Q. And are you referring to the performance  
9 improvement plan that you were placed on by the  
10 regional director, Jeff Trinkwon, in February 2010?

11 A. Yes.

12 (Exhibit 9 3 was marked for  
13 identification.)

14 BY MR. KONN:

15 Q. Mr. Rowell, you've been handed what has  
16 now been marked as Rowell deposition Exhibit  
17 Number 9. Is this the performance improvement plan  
18 you were referencing in paragraph 27 of your  
19 complaint?

20 A. Yes.

21 Q. And with regard to being placed on the  
22 performance improvement plan, how were you treated  
23 differently and less favorably than the similarly  
24 situated non-African-American employees we talked  
25 about earlier? And that would have been [REDACTED] Ryan,

**Page 118**

1 [REDACTED] Blackburn, [REDACTED] Vietri and [REDACTED] Leweling.  
2 A. As far as I'm aware, I was the only one  
3 who was placed on that.  
4 Q. Had any of those individuals, Vietri,  
5 Leweling, Blackburn or Ryan, received customer  
6 complaints?  
7 A. That's confidential.  
8 Q. Are you aware that any of them had  
9 received customer complaints?  
10 A. No.  
11 Q. Did any of those four achieve ten percent  
12 or less of their sales goals in 2009?  
13 A. No.  
14 Q. Did any of those four achieve six percent  
15 or less of their sales goals for 2010?  
16 A. I don't know.  
17 Q. Had any of those four received low  
18 performance ratings?  
19 A. Confidential.  
20 Q. Are you aware of them receiving any?  
21 A. No.  
22 Q. So you have no evidence to establish that  
23 you were treated differently than those individuals,  
24 only that you were placed on the performance  
25 improvement plan?

**Page 119**

1 A. There is something I want to point out  
2 with regard to rating.  
3 Q. Well, I'm asking you -- you told me you  
4 have no evidence that they had customer complaints  
5 against them, that they did not achieve ten percent  
6 or less of their sales goals for 2009, that they did  
7 not achieve six percent or less for 2010 --  
8 A. I didn't say that.  
9 Q. Okay. Did any of them receive or any of  
10 them have sales performance of six percent or less in  
11 2010?  
12 A. I don't know.  
13 Q. Did you?  
14 A. Yes.  
15 Q. Did you have ten percent or less of your  
16 sales goals in 2009?  
17 A. Yes.  
18 Q. Did you have customer complaints?  
19 A. Yes. Well --  
20 Q. Did you receive a low performance rating  
21 from your manager?  
22 A. I was told there was customers that  
23 complained about me, but I was never provided  
24 anything.  
25 Q. You were told customers complained about

**Page 120**

1 you, about your performance?  
2 A. Jeff told me.  
3 Q. And you received a low performance rating?  
4 A. I don't recall getting a rating.  
5 Q. You received a two out of five?  
6 A. That's an interesting document.  
7 Q. Did you receive a two out of five?  
8 A. Through the EEOC, I saw that I had a two.  
9 Q. Did you receive a two out of five?  
10 A. I was never given anything from MetLife  
11 saying such.  
12 Q. Do you have any reason to believe you did  
13 not receive a two on your performance rating out of  
14 five?  
15 A. I do.  
16 Q. So you don't think you received a two?  
17 A. I don't know what they assigned me,  
18 because I don't think they assigned me anything.  
19 Q. But you have no evidence to establish that  
20 either Ryan, Vietri, Blackburn or Leweling received a  
21 two on their performance ratings?  
22 A. All I have is the document submitted  
23 through the EEOC which shows that [REDACTED] Leweling had  
24 a five.  
25 Q. Okay. So you have no evidence that they

**Page 121**

1 received as low a rating as you did?  
2 A. I have suspicion, strong suspicion, that  
3 that document is forged.  
4 Q. Okay. And you have no evidence to  
5 establish that they received customer complaints like  
6 you did?  
7 A. I wouldn't know. It's confidential.  
8 Q. But you have received no evidence of it?  
9 A. No. We'd have to pull their files.  
10 Q. And you acknowledge that you were the only  
11 one out of those individuals, Blackburn, Leweling,  
12 Vietri and Ryan, who had ten percent or less of their  
13 sales goals in 2009?  
14 A. Right.  
15 Q. And you also acknowledge that out of those  
16 same individuals, Blackburn, Vietri, Leweling and  
17 Ryan, you were the only one who had at this point in  
18 February 2010 -- excuse me, only achieved six percent  
19 of your sales goals or less?  
20 A. I don't know the answer.  
21 Q. You don't know the answer? Is that  
22 because you believe you achieved more than six  
23 percent or that you think they may have achieved less  
24 than six percent?  
25 A. I don't know what they sold.

1 Q. Okay. So what evidence do you have to  
2 establish that Trinkwon placed you on a performance  
3 improvement plan because of your race?

4 A. I was placed on a performance improvement  
5 plan because of my objective.

6 Q. Because of your objective?

7 A. The fact that I was six percent in 2010  
8 and nine percent in -- ten percent in 2009.

9 Q. So you weren't placed on the performance  
10 improvement plan because of your race?

11 A. According to this, I was placed on  
12 performance improvement plan because of where I was  
13 with relation to my goal.

14 Q. In paragraph 27 you -- your fifth general  
15 allegation there is that MetLife treated you  
16 differently and less favorably than similarly  
17 situated non-African-American employees on the basis  
18 of your race by treating you differently than your  
19 coworkers. And we've talked about several instances  
20 where you thought you were treated differently than  
21 your coworkers.

22 Are there any other instances in which you  
23 think you were treated differently than your  
24 coworkers?

25 A. Race was singled out.

1 Q. How so?

2 A. My interview with Jeff while still  
3 officially in Cleveland produced a comment by him  
4 saying that he could use some race on his staff.

5 Q. When was that?

6 A. Diversity on his staff.

7 Q. When was that?

8 A. It had to be, my guess is March or April.

9 Q. Of 2008?

10 A. 2008.

11 Q. And you had wanted to transfer to the  
12 Atlanta office; is that right?

13 A. I requested it. But there's actually more  
14 to that last question.

15 Q. But simply you did request transferring  
16 from Cleveland to Atlanta?

17 A. I did.

18 Q. Any other instances in which you think you  
19 were treated differently than your coworkers that  
20 you've not already said?

21 A. Race was singled out.

22 Q. Okay. And you said that you thought your  
23 race was singled out, and your single basis for that  
24 was that in an interview prior to moving from  
25 Cleveland to Atlanta, a move that you requested,

1 Jeff Trinkwon said that he wanted to increase the  
2 diversity in his staff?

3 A. He also told me that he saw an attractive  
4 African-American woman in the building and that I  
5 should approach her.

6 Q. And when was that?

7 A. When we moved to the Perimeter office.

8 Q. When was that?

9 A. My guess is first quarter of '09. And  
10 there is another example too.

11 Q. Okay. Please go ahead.

12 A. Race was an issue before I set foot in the  
13 office.

14 Q. Can you elaborate for me?

15 A. He made a comment to [REDACTED] [REDACTED]  
16 that -- can I produce the document?

17 MS. MILLER: No.

18 BY MR. KONN:

19 Q. No. You just tell me what you believe he  
20 said. And this was not something he told you, this  
21 is something he told somebody else?

22 A. She had a signed statement for it.

23 Q. And what did he tell you -- sorry, how did  
24 you find out that Trinkwon -- you haven't even told  
25 me what he said yet, but that he said that?

1 A. She told me.

2 Q. She told you?

3 A. That he told her when I was -- officially  
4 that I was moving to Atlanta, that he had just hired  
5 somebody from Morehouse. Her response was, okay. He  
6 repeated it again, he went to Morehouse.

7 Q. Is that the extent of the conversation as  
8 far as you're aware?

9 A. Accord to the document, which I have, she  
10 got the impression that he was referencing the fact  
11 that I was African-American.

12 Q. You are African-American; am I correct?

13 A. Yeah.

14 Q. And you went to Morehouse?

15 A. Yeah.

16 Q. And you weren't part of that conversation?

17 A. That conversation took place in Atlanta  
18 while I was in Cleveland.

19 Q. And as far as you're aware, or Ms. Mercer  
20 never told you that Trinkwon actually said anything  
21 about your race?

22 A. What's that?

23 Q. He didn't say anything about your race?

24 A. According to her statement, she got the  
25 impression based on the fact that he repeated where I



1 went to school that he was referencing that I'm  
 2 black.  
 3 Q. But you did go to Morehouse. He said you  
 4 went to Morehouse and you did go to Morehouse,  
 5 correct?  
 6 A. I went to Morehouse.  
 7 Q. When was that conversation, as far as  
 8 you're aware?  
 9 A. Prior to me moving to Atlanta.  
 10 Q. Now, you actually alleged in your  
 11 complaint you were treated differently. How is that  
 12 evidence of you being treated differently on the  
 13 basis of your race?  
 14 A. I was seen through tinted glasses.  
 15 Q. Is that the same response if I asked you  
 16 how Trinkwon telling you to approach a black woman  
 17 who I guess he thought was attractive in early 2009,  
 18 how that was racially discriminatory?  
 19 A. It's certainly suggestive.  
 20 Q. Did that affect your job at all?  
 21 A. I can't see how that would.  
 22 Q. And Ms. Mercer, when she was told by  
 23 Mr. Trinkwon that you went to Morehouse, how did that  
 24 affect your job, if at all?  
 25 A. It produced the assignments that I got.

1 Q. And Ms. -- but █████ █████n't assign  
 2 you anything, did she?  
 3 A. No, but the words came from Jeff.  
 4 Q. So you believe your race was singled out,  
 5 that's how you were treated differently, and that's  
 6 because Mr. Trinkwon allegedly told Ms. Mercer, and  
 7 you were not part of that conversation, that you  
 8 were -- he hired someone from Morehouse?  
 9 A. I'm going to produce this document.  
 10 MS. MILLER: No. Let's go off the  
 11 record again.  
 12 THE VIDEOGRAPHER: Stand by. Is that  
 13 okay?  
 14 MR. KONN: That's fine.  
 15 THE VIDEOGRAPHER: The time is  
 16 3:08 [sic] p.m. We are now off the record.  
 17 (Off-the-record discussion.)  
 18 MR. KONN: We can go back on.  
 19 THE VIDEOGRAPHER: Stand by. The  
 20 time is 3:10 [sic] p.m. We're back on the  
 21 record.  
 22 BY MR. KONN:  
 23 Q. So the conversation between Mr. Trinkwon  
 24 and Ms. Mercer you've told me about was before you  
 25 even moved from Cleveland to Atlanta?

1 A. Correct.  
 2 Q. And who is Ms. █████ █████ █████  
 3 A. Regional sales specialist.  
 4 Q. What does that mean?  
 5 A. She assisted account executives and client  
 6 executives with their job.  
 7 Q. So she would have been on some level an  
 8 assistant to you performing your job?  
 9 A. You could say that.  
 10 Q. And she had no role in assigning you  
 11 brokers or clients or accounts?  
 12 A. Not at all.  
 13 Q. She was support staff?  
 14 A. You could say that.  
 15 Q. Any other ways in which you believe your  
 16 race was singled out, Mr. Rowell?  
 17 A. It would escape me at this time.  
 18 Q. Are there other ways that you believe you  
 19 were singled out because of your race?  
 20 A. There was examples I gave. There may be  
 21 more. If they come to mind, I'll let you know.  
 22 Q. I appreciate that.  
 23 Your final allegation in paragraph 27 is  
 24 that MetLife intentionally treated you differently  
 25 and less favorably than similarly situated

1 non-African-American employees on the basis of your  
 2 race by ultimately, intentionally, and with  
 3 retaliatory intent constructively terminating you by  
 4 reducing your compensation to the point where  
 5 continued employment with MetLife was impractical.  
 6 And I have lots of questions about that,  
 7 but first, when you said your constructive discharge,  
 8 you're talking about your July 16, 2010 resignation;  
 9 is that correct?  
 10 A. Yes.  
 11 Q. And that resignation was effective  
 12 July 30, 2010?  
 13 A. Yes.  
 14 Q. And you actually requested when you  
 15 provided notice on July 16 that it would be effective  
 16 July 30?  
 17 A. Two weeks notice.  
 18 Q. And when you resigned -- well, actually  
 19 did you work between July 16th and July 30?  
 20 A. As is typical in this industry, once you  
 21 put your notice in, your job is finished.  
 22 Q. But you were paid through July 30?  
 23 A. Correct.  
 24 Q. When you resigned, you didn't complain to  
 25 MetLife that you were resigning because you were

1 treated differently because of your race, did you?  
 2 A. I did not say that specifically, no.  
 3 Q. What did you say?  
 4 A. I was in pursuit of greater opportunities.  
 5 Q. But no indication that your resignation  
 6 was based on your race?  
 7 A. No.  
 8 Q. Did you tell anyone at MetLife you were  
 9 resigning because you thought you had been racially  
 10 discriminated against?  
 11 A. No. I thought the charges filed by the  
 12 attorney would suggest as much.  
 13 Q. But I'm asking specifically about your  
 14 resignation. I understand, and we'll talk about it  
 15 later, that you did file an internal complaint of  
 16 discrimination at MetLife, which was closed, and  
 17 several months later you resigned.  
 18 I'm asking if you told anyone at MetLife  
 19 that you resigned, your resignation was because you  
 20 were being racially discriminated against?  
 21 A. No.  
 22 Q. Did you tell anyone that?  
 23 A. Anybody?  
 24 Q. Except for your attorneys. Have you told  
 25 anyone that you resigned from MetLife because of your

1 race?  
 2 A. Yes.  
 3 Q. Who?  
 4 A. Friends, family.  
 5 Q. Who?  
 6 A. My parents, my brother, and friends.  
 7 Q. Did your brother work for MetLife at some  
 8 point?  
 9 A. He did.  
 10 Q. Where?  
 11 A. Chicago.  
 12 Q. Does he still work for MetLife?  
 13 A. No.  
 14 Q. Do your parents live in Atlanta?  
 15 A. No.  
 16 Q. Where do they live?  
 17 A. Up north.  
 18 Q. Where is that?  
 19 A. Minnesota.  
 20 Q. What friends?  
 21 A. Friends that I actually had worked with.  
 22 One in particular, [REDACTED]  
 23 Q. Anyone else?  
 24 A. My best friends from college, including  
 25 the one referenced in one of my e-mails who had been

1 deployed three times, Ricky [REDACTED]  
 2 Q. What's his name? Ricky?  
 3 A. [REDACTED]  
 4 Q. Anyone else?  
 5 A. Rawle, R-a-w-l-e, [REDACTED]  
 6 [REDACTED]  
 7 Q. Anyone else?  
 8 A. Not that comes to mind.  
 9 Q. What exactly did you tell your parents?  
 10 A. That I was being discriminated against.  
 11 Q. What exactly did you tell them?  
 12 A. That I wasn't getting the opportunity that  
 13 everybody else was.  
 14 Q. Is that it?  
 15 A. I'm sure there was a conversation that we  
 16 had, the details of which don't come to mind right  
 17 now.  
 18 Q. When did you tell them that?  
 19 A. Throughout the course of receiving the  
 20 opportunity all the way up through termination.  
 21 Q. Any dates?  
 22 A. Not that come to mind.  
 23 Q. Was this all then specific to the client  
 24 executive position or are you talking about the  
 25 account executive position?

1 A. They were well aware that I was being  
 2 discriminated against all the way through.  
 3 Q. So when was the first time you told your  
 4 parents you were being discriminated against?  
 5 A. I don't recall.  
 6 Q. Were you a client executive at the time?  
 7 A. Probably.  
 8 Q. And you continued to tell your parents you  
 9 were being discriminated against?  
 10 A. Yes.  
 11 Q. Did you tell your parents that you  
 12 resigned because you thought you were being  
 13 discriminated against?  
 14 A. Yes.  
 15 Q. Did you provide your parents any documents  
 16 to establish that you were being discriminated  
 17 against?  
 18 A. Yes.  
 19 Q. E-mails?  
 20 A. I'm sure.  
 21 Q. Did you mail them anything?  
 22 A. They got a copy of this binder.  
 23 Q. Did you fax them anything?  
 24 A. No.  
 25 Q. Your brother, when did you first tell him

**Page 134**

1 that you thought you were being discriminated against  
2 on the basis of your race?  
3 A. My guess is around the same time.  
4 Q. And that would be 2008? 2009? When?  
5 A. Best guess would have been '09.  
6 Q. Before you took leave?  
7 A. Yes.  
8 Q. So you first complained to your brother  
9 that you were being discriminated against while you  
10 were a client executive?  
11 A. Yes.  
12 Q. And you had multiple conversations with  
13 him about this?  
14 A. Yeah.  
15 Q. Can you tell me about those conversations?  
16 A. We talked about how he was discriminated  
17 against too.  
18 Q. Did you provide any documents to your  
19 brother?  
20 A. I didn't give him any copies.  
21 Q. Did you show him any documents?  
22 A. Not that I recall.  
23 Q. Did you e-mail him anything?  
24 A. Not to my knowledge.  
25 Q. You just simply had exclusively phone

**Page 135**

1 conversations?  
2 A. And face-to-face as well.  
3 Q. How many times do you think you've spoken  
4 with him about your allegations of race  
5 discrimination?  
6 A. That's a good question. Dozen, two dozen.  
7 Maybe more. I don't know.  
8 Q. So for the course of '09 through present?  
9 A. Yeah.  
10 Q. So even after you were terminated, you  
11 continued to tell him, talk about it?  
12 A. Well, he knows I'm here right now, yeah.  
13 Q. When was the last time you spoke to your  
14 brother about your allegations of discrimination?  
15 A. I guess technically it would be today.  
16 Q. You spoke with him today?  
17 A. We exchanged information.  
18 Q. What information did you --  
19 A. Sent him a text message.  
20 Q. What's that?  
21 A. Sent him a text message.  
22 Q. What did you say?  
23 A. That I was heading over.  
24 Q. Anything else?  
25 A. No.

**Page 136**

1 Q. Nothing else?  
2 A. (Witness shakes head negatively.)  
3 Q. Was that part of a chain of text messages  
4 with your brother about your allegations of race  
5 discrimination?  
6 A. Not recently, no.  
7 Q. Have you otherwise text messaged with your  
8 brother about your allegations?  
9 A. It's been a couple of years.  
10 Q. You think you may have, though, sent him  
11 text messages about the case?  
12 A. Possibly.  
13 Q. But you did not send him e-mails?  
14 A. Not that I recall.  
15 Q. And otherwise you met in person or you had  
16 phone conversations?  
17 A. Yeah.  
18 Q. Any other way you gave your brother  
19 information about your claims?  
20 A. Not that I recall.  
21 Q. How about your parents? You told me you  
22 sent them mail and e-mails. Anything else?  
23 A. I already answered that.  
24 Q. I'm asking you if there was anything else?  
25 A. Well, you did miss one.

**Page 137**

1 Q. What did I miss?  
2 A. The binder.  
3 Q. How did you get that to them?  
4 A. Mailed it.  
5 Q. Did you send them text messages?  
6 A. I'm sure.  
7 Q. About you being discriminated against?  
8 A. Yes.  
9 MR. KONN: I'd like to see all those.  
10 MS. MILLER: Uh-huh.  
11 BY MR. KONN:  
12 Q. [REDACTED] one of your three friends  
13 you've listed that you had said you had told that you  
14 have been terminated, you thought you'd been  
15 terminated because -- or, sorry, that you told you  
16 quit MetLife because of your race discrimination,  
17 because of the race discrimination. What exactly did  
18 you tell Mr. [REDACTED]  
19 A. We talked about how he'd been  
20 discriminated against too.  
21 Q. He used to work at MetLife?  
22 A. Yes.  
23 Q. What did you tell Mr. [REDACTED]  
24 A. About my opportunity or lack thereof.  
25 Q. What exactly did you tell him?

1 A. That I was getting the same type of people  
2 that he got. They sent him to the black people.

3 Q. I'm asking what exactly you told him.

4 A. It's been a long time. The specifics of  
5 the conversation, I do not recall.

6 Q. How many times do you think you spoke with  
7 Mr. [REDACTED]

8 A. Multiple.

9 Q. Did you ever e-mail with him about your  
10 case?

11 A. Quite possibly.

12 Q. So you had face-to-face conversations with  
13 him?

14 A. Phone.

15 Q. Phone, so phone and e-mail. Any other way  
16 of communicating with Mr. [REDACTED]

17 A. I would imagine we would have exchanged  
18 texts.

19 Q. And this is all regarding your complaint?

20 A. We're friends, so we talked about a lot of  
21 things.

22 Q. But specifically did you talk about your  
23 allegations of racial discrimination?

24 A. Yes.

25 Q. And did you send him any documents?

1 A. No. Not as referenced, e-mails.

2 Q. Did you forward him any e-mails?

3 A. Not that I recall.

4 Q. When was the last time you spoke with  
5 Mr. [REDACTED] about your allegations of racial  
6 discrimination?

7 A. Several months.

8 Q. So it's been several months since you last  
9 spoke to him about it?

10 A. Yes.

11 Q. When did you first speak to him about it?

12 A. When it was happening.

13 Q. Can you give me a date, please?

14 A. I don't have one.

15 Q. 2009? 2008? 2002?

16 A. '8. 2002.

17 Q. So you complained to Mr. [REDACTED] in 2002  
18 essentially when you were hired that you were being  
19 discriminated against?

20 A. He and I were part of the same hiring  
21 class referenced in the letter talking about why we  
22 were hired.

23 Q. And I'm asking you did you complain to  
24 Mr. [REDACTED] in 2002 that you were being racially  
25 discriminated against?

1 A. I told him that I received black treatment  
2 in 2002 as well.

3 Q. What does "black treatment" mean,  
4 Mr. Rowell?

5 A. It means I was assigned a broker who was  
6 black 30 miles outside my territory.

7 Q. So you are alleging now that while you  
8 were in Cleveland you were discriminated against as  
9 well?

10 A. I'm not alleging it now because it's in  
11 the complaint that I gave you already.

12 Q. I'm asking you if -- there's an allegation  
13 that forms the basis of your complaint of  
14 discrimination which we spent a long of time going  
15 through, and you haven't previously told me this.

16 I'm asking you if one of the bases for  
17 your complaint as you sit here today --

18 A. Yes, sir.

19 Q. -- is that in 2002 while you worked in  
20 Cleveland, Ohio for a wholly different manager doing  
21 a wholly different job, you were racially  
22 discriminated against?

23 A. It was MO for MetLife to treat their  
24 African-American sales reps this way.

25 I misspoke, because this says I was --

1 Q. Mr. Rowell, I'm not asking you what you  
2 reported to the EEOC necessarily. I'm asking if the  
3 complaint as you filed it on February 16, the basis  
4 for your complaint -- I thought we had listed the  
5 various bases for it, but are you telling me now that  
6 one of the additional ways that you believe you were  
7 discriminated against was that in August -- or when  
8 you began with MetLife in 2002, you were racially  
9 discriminated against?

10 A. We were treated differently.

11 Q. And is that the basis for your complaint  
12 as we sit here today, this complaint that you filed  
13 in the Northern District of Georgia?

14 A. Adds to it.

15 Q. So you are alleging you were racially  
16 discriminated against in 2002?

17 A. Yes, I was treated differently.

18 Q. Who was your manager at that time?

19 A. [REDACTED]

20 Q. [REDACTED]

21 A. [REDACTED]

22 Q. How did Mr. [REDACTED] discriminate against  
23 you, Mr. Rowell?

24 A. I was also assigned --

25 Q. I don't need you to read.

1 A. I'm answering your question. I was also  
2 assigned the African-American-owned Pinkney-Perry  
3 Agency located in downtown Cleveland, 20 miles from  
4 my next closest broker.

5 Q. So you think as we sit here today that you  
6 were racially discriminated against in 2002?

7 A. That's the third time you've asked me that  
8 question, and my response is that we were treated  
9 differently.

10 Q. So you were or were not discriminated  
11 against, sir?

12 MS. MILLER: You've got to answer his  
13 question.

14 BY MR. KONN:

15 Q. I need to know what you're alleging in  
16 this complaint or there's no way my client can defend  
17 themselves. If you're now telling me as we sit here  
18 today that you're alleging that you were  
19 discriminated against in 2002, you've got to let me  
20 know. So I'm going to ask you again.

21 Are you alleging that you were racially  
22 discriminated against in 2002?

23 A. If being treated differently on the basis  
24 of race is discrimination, the answer's yes.

25 Q. And that was -- I forget the individual's

1 name. What was his name?

2 A. [REDACTED]

3 Q. And why do you believe Mr. [REDACTED] as  
4 racially discriminating against you?

5 A. Because he gave me an assignment that had  
6 nothing to do with any work where I was every day.

7 Q. Did Mr. [REDACTED] have any other reason to  
8 give you -- I mean, do you have any other indication  
9 that he was treating you differently based on your  
10 race?

11 A. No, at this point he told me I was getting  
12 the assignment. He told me the guy was black.

13 Q. Okay. Did he ever call you a name, sir?

14 A. No.

15 Q. Did you ever have any conversations where  
16 someone else told you he called you a name?

17 MS. MILLER: And by name, you mean?

18 BY MR. KONN:

19 Q. A racially tinged comment.

20 A. A slur?

21 Q. A slur, whatever you want to say. Were  
22 you ever -- did he ever issue a slur against you or  
23 did anyone else tell you he slurred you, sir?

24 A. He made a really interesting comment.

25 Q. What was that?

1 A. I was telling him about an enrollment  
2 meeting taking place in New York with [REDACTED] [REDACTED]  
3 and another African-American rep hired the same time  
4 I was. They were to go to an enrollment meeting.

5 When they got there, they found out that everybody  
6 there spoke Spanish. He laughed it off and said,  
7 those guys don't even speak good enough English.

8 Q. And how did Mr. [REDACTED] discriminate  
9 against you?

10 A. I answered your question by saying what  
11 comment he had made.

12 In addition to that, the way he  
13 discriminated against me was assigning that prospect  
14 that was outside of my geographical territory.

15 Q. Any other evidence Mr. [REDACTED]  
16 discriminated against you, sir?

17 A. No.

18 Q. From 2000 -- you worked in Cleveland, Ohio  
19 from 2002 until 2008; is that right?

20 A. Yes.

21 Q. Did you ever complain internally at  
22 MetLife that you were being discriminated against?

23 A. No.

24 Q. Did you ever complain to the EEOC that you  
25 were being discriminated against?

1 A. Not during that time.

2 Q. Your first complaint to the EEOC was the  
3 charge or the questionnaire you filled out in  
4 January 2010, February 2010 -- 2011?

5 A. 2010. 2010.

6 Q. That was your first complaint to the EEOC?

7 A. Yeah.

8 Q. And the first time you filed a charge with  
9 the EEOC is the charge we've already discussed in  
10 April 2010?

11 A. Yes.

12 Q. And your first and only internal complaint  
13 of discrimination at MetLife was the one we touched  
14 upon briefly in March of 2010?

15 A. Yeah, yes.

16 Q. Going back to the individuals you told  
17 that you resigned because of your -- you were being  
18 treated differently because of your race, you also  
19 mentioned Ritchie [REDACTED] What did you tell  
20 Mr. [REDACTED]

21 A. Ricky, R-i-c-k-e-y.

22 Q. What did you tell Mr. [REDACTED]

23 A. I was getting screwed.

24 Q. Is that a quote?

25 A. I'm pretty sure.

**Page 146**

1 Q. When was that?  
2 A. That's a good question.  
3 Q. I'm asking you. When was it?  
4 A. Around the time I was getting ready to  
5 resign.  
6 Q. How long did that process take,  
7 Mr. Rowell?  
8 A. What process?  
9 Q. You said around the time you were getting  
10 ready to resign. How long did the getting ready to  
11 resign process take?  
12 A. In the middle of 2010.  
13 Q. Well, you resigned on July 16th. How long  
14 did it take you to -- the process of resigning before  
15 July 16th?  
16 A. I guess truthfully I had considered it  
17 before I went on disability.  
18 Q. So you were considering resigning before  
19 August 2009?  
20 A. In August of 2009.  
21 Q. You were considering it before then?  
22 A. I didn't say that. I said in August of  
23 2009.  
24 Q. Oh, in, okay. So in August of 2009, you  
25 were considering resigning?

**Page 147**

1 A. Yeah.  
2 Q. And you were considering resigning based  
3 on your race, or based on the fact that you were  
4 having trouble with your knees?  
5 A. I considered resigning because they  
6 threatened my job.  
7 Q. How did they threaten your job, sir?  
8 A. They told me I could take it or find a new  
9 one.  
10 Q. That's a lot of context I think I'm  
11 missing there, so do you want to tell me about that?  
12 A. Absolutely. Jeff Trinkwon was impressed  
13 with the way I handled multiple situations and  
14 offered me additional territory.  
15 Q. And this is in August of 2009 or prior to  
16 August of 2009?  
17 A. It may have gone as early as -- the  
18 comments started since I got there in 2008.  
19 Q. What comments?  
20 A. The kudos he was giving me.  
21 Q. Okay. So he had been complimenting you,  
22 that you were doing the job okay?  
23 A. Absolutely, yeah.  
24 Q. And that was when you started?  
25 A. Yeah.

**Page 148**

1 Q. So the person you're alleging now was  
2 racially discriminating against you was actually  
3 giving you kudos and comments throughout your time at  
4 MetLife; is that right?  
5 A. Throughout my time in Atlanta, up until  
6 the time at which I declined his promotion.  
7 Q. Okay. So tell me more about that.  
8 A. He offered me a territory I physically  
9 couldn't handle.  
10 Q. Why is that? Well, first, what territory?  
11 A. █████kelley's territory.  
12 Q. Okay. And █████kelley is who?  
13 A. She was an account executive in mid-large.  
14 Now she's last I heard doing national accounts.  
15 Q. And when you were offered the opportunity  
16 to work her territory, she was the account executive  
17 in the MetLife Atlanta office?  
18 A. Yes. She was transferring.  
19 Q. She was transferring. So there was no one  
20 left to service her clients or -- is it clients?  
21 A. It's a trick question, because █████found  
22 up getting her cases.  
23 Q. Okay. You were a client executive at the  
24 time?  
25 A. Yes.

**Page 149**

1 Q. And █████Ryan was a client executive at the  
2 time?  
3 A. Yes.  
4 Q. And Ms. Skelley was a client executive?  
5 A. No.  
6 Q. Account executive?  
7 A. Yes.  
8 Q. And Trinkwon offered you the opportunity  
9 to work Ms. Sculley's accounts?  
10 A. Skelley.  
11 Q. Skelley. Is that correct?  
12 A. Yes.  
13 Q. You turned him down?  
14 A. Couldn't do it.  
15 Q. Why not?  
16 A. Because I was sitting and standing on one  
17 knee for a year.  
18 Q. Okay. So you turned down the opportunity  
19 to work the additional clients?  
20 A. Yeah.  
21 Q. And that's why you decided -- it was at  
22 that point you considered resigning?  
23 A. When he threatened my job, yeah.  
24 Q. Okay. Tell me about that.  
25 A. He told me I could take the additional

1 territory or find a new job.

2 Q. Okay. So Mr. Trinkwon, because one of his  
3 agents was being reassigned, offered you additional  
4 clients, offered you clients to service, and you had  
5 previously been --

6 A. Brokers.

7 Q. -- brokers and clients, so lots of  
8 opportunities? So lots of opportunities?

9 A. More opportunities than I could handle  
10 physically.

11 Q. And you turned that down?

12 A. Correct.

13 Q. And Mr. -- and you tell me what happened  
14 next. I don't want to misstate anything.

15 A. After he told me I could take it or find a  
16 new job, I told him I'd do it. At which point, he  
17 wasn't ready for me to take the responsibility. In  
18 response to an e-mail I sent about getting started so  
19 I'd have a running start for January 1st effective  
20 dates, he told me to hang on for another two weeks.

21 Q. And then you considered resigning?

22 A. I considered resigning from the time that  
23 my job was threatened.

24 Q. And your job was threatened because -- or  
25 you say it was threatened because you turned down an

1 opportunity to work additional client accounts and  
2 brokers and consultants?

3 A. Yeah.

4 Q. But not because of your race?

5 A. Correct.

6 Q. So going back to the conversation with  
7 Ricky Gulley, you told me you told him in no  
8 uncertain terms you were getting screwed. When was  
9 that?

10 A. It would have to be the first half of  
11 2010.

12 Q. So that was when you had returned from  
13 your disability leave and you were now an account  
14 executive?

15 A. Yeah.

16 Q. Anything else you told Mr. [REDACTED] Did  
17 you explain to him why you thought you were being  
18 screwed?

19 A. As far as I could for somebody who doesn't  
20 understand the industry.

21 Q. Mr. [REDACTED] is not in the insurance  
22 industry?

23 A. He's a soldier.

24 Q. What did you explain to Mr. [REDACTED] I'm  
25 also a lay person, I don't sell insurance, so why

1 don't you tell me what you told him.

2 A. That I wasn't receiving the same  
3 opportunity everybody else was.

4 Q. Did you give any documents to Mr. Gulley?

5 A. No.

6 Q. Did you send him any e-mails?

7 A. Not that I recall, no.

8 Q. Did you send him any text messages?

9 A. Not about this. As far as I recall.

10 Q. So your only conversations about your work  
11 with MetLife and your allegations of racial  
12 discrimination were phone conversations or in-person  
13 conversations?

14 A. Yeah.

15 Q. The last person you told me that you had  
16 told you were resigning because you were being  
17 treated differently because of your race was  
18 Rawle Braithwaite; is that right?

19 A. Rawle.

20 Q. Rawle? That's fine.

21 A. R-a-w-l-e.

22 Q. Rawle [REDACTED] is that right? What  
23 did you tell Mr. [REDACTED]

24 A. I told him that I was being discriminated  
25 against. He couldn't understand how, again, because

1 he's not in the industry, and the way I described it  
2 to him was something to the effect of having, call it  
3 three additional people in the office, everybody's  
4 got a hundred opportunities. You have ten, and  
5 you're the only black one.

6 Q. What else did you tell Mr. Braithwaite?

7 A. That I planned to file a lawsuit.

8 Q. What did you tell Mr. [REDACTED] but  
9 the lawsuit you planned to file?

10 A. That I was going to file one.

11 Q. Anything else?

12 A. That I planned on suing.

13 Q. Anything else? Did you tell him you hoped  
14 to get a lot of money?

15 A. I told him what I expected to settle for,  
16 yeah.

17 Q. What did you tell him?

18 A. \$250 million in addition to the  
19 scholarship that should be set up.

20 Q. When did you tell him that?

21 A. At the same time I suppose I told Ricky.

22 Q. Well, you didn't tell me when that was.

23 A. I told him the first half of 2010.

24 Q. So in first half of 2010 while you were  
25 still working at MetLife, you told Rawle [REDACTED]

1 that you planned on suing MetLife and recovering  
 2 \$250 million?  
 3 A. In addition to the scholarship.  
 4 Q. And then you resigned several months  
 5 later?  
 6 A. Yeah.  
 7 Q. Did you send any documents to  
 8 Mr. Braithwaite?  
 9 A. No.  
 10 Q. Any e-mails?  
 11 A. Not that I recall.  
 12 Q. Any text messages?  
 13 A. Possibly.  
 14 Q. Anything else you may have sent him?  
 15 A. Nope.  
 16 Q. So just phone conversations or in-person  
 17 conversations?  
 18 A. Yes.  
 19 Q. Did you tell any of those other folks or  
 20 anyone else that you were planning to file a lawsuit  
 21 while you were still employed by MetLife?  
 22 A. I don't know.  
 23 Q. Did you tell your parents that you were  
 24 going to try and recover \$250 million from MetLife?  
 25 A. I know I did. I just don't know when.

1 Q. Sorry?  
 2 A. I don't recall when I told them.  
 3 Q. Did you tell your brother you were going  
 4 to sue MetLife for \$250 million?  
 5 A. Probably.  
 6 Q. How about Mr. [REDACTED]  
 7 A. Yes.  
 8 Q. Mr. [REDACTED]  
 9 A. I don't know.  
 10 Q. And this is all while you were still with  
 11 MetLife?  
 12 A. I don't know for sure.  
 13 Q. In paragraph 27 you alleged that MetLife  
 14 forced you to resign by reducing your compensation.  
 15 It's one of the -- it's the reason you allege you  
 16 were forced to resign.  
 17 I want to know exactly what you're  
 18 talking about there. Are you talking about the end  
 19 of your first-year compensation guarantee or  
 20 something else?  
 21 A. No, I was talking about the opportunity to  
 22 sell business.  
 23 Q. And how did MetLife reduce your  
 24 compensation?  
 25 A. They removed accounts and brokers,

1 including consultants.  
 2 Q. When?  
 3 A. The first time was right after I got to  
 4 the office.  
 5 Q. In 2008?  
 6 A. Yeah.  
 7 Q. But here you're alleging you were  
 8 constructively terminated because they reduced your  
 9 compensation. That was two years earlier; is that  
 10 right?  
 11 A. Yeah.  
 12 Q. I'm asking you -- you allege here that you  
 13 were -- your constructive termination, you were  
 14 forced to resign because MetLife reduced your  
 15 compensation. Are you telling me now that you  
 16 resigned two years after MetLife reduced your  
 17 compensation?  
 18 A. No. Your question was when opportunities  
 19 were removed.  
 20 Q. Maybe we'll start again. You state in  
 21 paragraph 27 that one of the ways that MetLife forced  
 22 you to resign was by reducing your compensation. I  
 23 want to know how or in what ways was your  
 24 compensation reduced that forced you to resign?  
 25 A. They removed clients and reassigned

1 brokers as well as consultants.  
 2 Q. When?  
 3 A. When I got back from disability the second  
 4 time.  
 5 Q. January 2010?  
 6 A. 4th, January 4th, 2010.  
 7 Q. And when you returned from leave --  
 8 A. Disability.  
 9 Q. Okay. When you returned from disability  
 10 leave, you were no longer a client executive, you  
 11 were an account executive; is that right?  
 12 A. Yeah.  
 13 Q. So you no longer were servicing clients at  
 14 all, you were servicing brokers and consultants; is  
 15 that right?  
 16 A. No.  
 17 Q. That's not right?  
 18 A. No.  
 19 Q. Well, why don't you tell me what happened,  
 20 Mr. Rowell.  
 21 A. As an account executive, you still have  
 22 clients.  
 23 Q. Okay.  
 24 A. You don't just service new business.  
 25 Q. So when you returned from leave, you told



1 me that MetLife removed accounts, brokers,  
2 consultants and clients. Why don't you tell me  
3 exactly which of those MetLife removed and the exact  
4 ones.

5 A. I have to look it up.

6 Q. You don't know?

7 A. Not off the top of my head, no.

8 Q. How many?

9 A. A quarter of them. I don't know. A third  
10 of them. I'm not sure.

11 Q. Well, a third of whom? How about let's  
12 start with clients.

13 A. I'd have to look it up.

14 Q. How about brokers? Well, you wouldn't  
15 have had any brokers before you started your position  
16 as a client executive, right -- sorry, an account  
17 executive?

18 A. You're right.

19 Q. I'm right?

20 A. I had one broker as a client executive.  
21 They didn't take that one away.

22 Q. So you still had that one broker. In  
23 fact, you had a lot more brokers because you were now  
24 an account executive?

25 A. That's relative. It's not 88, it's six

1 more.

2 Q. You had more?

3 A. (Witness nods head affirmatively.)

4 Q. So brokers were not removed from you when  
5 you returned from disability?

6 A. No. The one that they assigned me,  
7 [REDACTED] African-American one, I kept.

8 Q. Plus you had additional ones?

9 A. Six.

10 Q. How about consultants? Were any  
11 consultants removed from you when you returned from  
12 leave in January 2010?

13 A. Say again.

14 Q. You told me that consultants were removed  
15 from you. I'm asking now specifically how many were  
16 removed when you were returned from leave in  
17 January 2010?

18 A. I thought you misspoke, because the only  
19 consultant I had was [REDACTED] Upon return from  
20 disability, I received brokers and consultants.

21 Q. So when you say MetLife removed --

22 A. Clients.

23 Q. So it's just clients MetLife removed is  
24 your allegation when you returned from disability; is  
25 that right?

1 A. Yes.

2 Q. And make sure I'm clear, when you returned  
3 from disability and towards the end of your  
4 disability, you were told that you were being  
5 transitioned from a client executive to an account  
6 executive; is that right?

7 A. Yes.

8 Q. And as an account executive, you're  
9 responsible for selling new business to -- through  
10 brokers and consultants typically; is that right?

11 A. Correct.

12 Q. Whereas as a client executive, you worked  
13 with larger, usually institutional clients,  
14 businesses, to sell them policies; is that right?

15 A. Yeah.

16 Q. So when you switched from being a client  
17 executive to an account executive, you no longer  
18 serviced clients because you were an account  
19 executive, you were selling your business?

20 A. As a sales rep, if you sell a piece of  
21 business, unless it's over the threshold of 3,500  
22 employees, you keep it as an account executive.

23 Q. Uh-huh. Were there any clients --

24 A. And that's why [REDACTED] lackburn had special  
25 rules. That didn't apply to him.

1 Q. When you were a client executive, did you  
2 sell business to clients that were below 3,500, is  
3 that the top you're telling me, 3,500 employees?

4 A. I sold by book of business, I'm sure some  
5 of which had less than 3,500 employees. Which ones I  
6 sold are past.

7 Q. And you're telling me now that all those  
8 were removed from you when you went to an account  
9 executive?

10 A. No, just a handful.

11 Q. At least a handful of the ones you had  
12 sold business to that were smaller than 3,500 were  
13 removed from you when you became an account  
14 executive?

15 A. No.

16 Q. No?

17 A. I would have to look and see which ones  
18 were removed. The one that comes to mind right now  
19 is Cherokee County Schools.

20 Q. And Cherokee County Schools is a large  
21 employer typically serviced by a client executive?

22 A. Well, not really. Atlanta had special  
23 rules.

24 Q. In the Atlanta office, was Cherokee  
25 Schools serviced by a client executive or an account

1 executive?

2 A. Prior to me, despite the fact that I was  
3 over 3,500, 3,000 I think was actually the threshold,  
4 it was serviced by █████kelley.

5 Q. Who was an account executive?

6 A. Yeah.

7 Q. But that was assigned to you as a client  
8 executive?

9 A. Correct.

10 Q. When you became an account executive,  
11 you're telling me now it was no longer assigned to  
12 you?

13 A. They moved it away.

14 Q. And it was above the 3,000-employee  
15 threshold?

16 A. Yeah.

17 Q. Any other ways did MetLife reduce your  
18 compensation that was the result that forced you to  
19 resign?

20 A. Lack of opportunity is pretty serious.

21 Q. I'm asking you about reduction. You  
22 allege that your compensation was reduced. As a  
23 client executive, you have a base salary and you were  
24 on commissions; is that correct?

25 A. Yeah.

1 Q. When you became an account executive did  
2 you have a base salary still?

3 A. Yes.

4 Q. And you earned commissions?

5 A. Yes.

6 Q. Was your base salary the same?

7 A. Yes.

8 Q. It may have actually gone up; is that  
9 right?

10 A. I don't recall.

11 Q. But it was at least the same, it wasn't  
12 reduced?

13 A. Correct.

14 Q. And you still had the opportunity to earn  
15 commissions?

16 A. I did.

17 Q. You did earn commissions?

18 A. I had the opportunity and I did, yes.

19 Q. Okay. So did MetLife specifically reduce  
20 your compensation, because I'm not seeing that?

21 A. It's an in-force piece of business.

22 Q. Uh-huh.

23 A. As I stated this morning, there's a  
24 renewal opportunity. Cherokee County Schools, for  
25 example, paid me 3500 bucks every year that they

1 renew.

2 Q. As a client executive?

3 A. Yeah. Even as an account executive, it's  
4 the same thing. And there's also bonus to be earned  
5 on top of that.

6 Q. But they were serviced by client  
7 executives?

8 A. Me.

9 Q. Until you transitioned to be an account  
10 executive?

11 A. And then went back to an account  
12 executive.

13 Q. Who did they give it to?

14 A. █████jeweling.

15 Q. Did your base salary stay the same?

16 A. You asked that.

17 Q. And your answer's yes?

18 A. Correct.

19 Q. Did your commission rate stay the same?

20 A. Yeah. You can't discriminate those.

21 Q. You're under the same incentive  
22 compensation plan?

23 A. Account executive and client executive are  
24 different.

25 Q. So when you became an account executive,

1 you were now under the account executive compensation  
2 plan?

3 A. Correct.

4 Q. And that was the same plan all the rest of  
5 the account executives were under?

6 A. Yes.

7 Q. And if you had sold a lot of business as  
8 an account executive, your compensation actually  
9 could have increased, because there's more  
10 opportunity for client -- account executives to make  
11 more money?

12 A. How do you figure that?

13 Q. Well, that's my understanding. Is that  
14 not the case? So if you had sold a lot of business  
15 as an account executive, you would not have earned  
16 any money?

17 A. You're saying that I would have earned  
18 more.

19 Q. Could you have earned more?

20 A. I suppose potentially, but I also know a  
21 client executive that earned a hundred thousand  
22 dollar bonus.

23 Q. But as a client executive, you had only  
24 met 10 percent of your sales goal for 2009; is that  
25 right?

1 A. Yeah, I suppose so.  
 2 Q. So you would not have been someone  
 3 eligible for a hundred thousand dollar bonus?  
 4 A. Not even close.  
 5 Q. And you earned minimal commissions because  
 6 your sales were low?  
 7 A. Yeah.  
 8 Q. And when you moved over to account  
 9 executive, you had opportunities -- you were under  
 10 the same compensation plan, under the same  
 11 compensation plan as other account executives?  
 12 A. Yeah.  
 13 Q. And if you had made a sale, your  
 14 commission rates would have been the same as the  
 15 other account executives?  
 16 A. Correct. They did remove additional  
 17 business, by the way.  
 18 Q. Okay. Tell me about that.  
 19 A. When I returned from disability, one of my  
 20 special assignments was cold calling on associations.  
 21 The difference between that and calling on brokers, a  
 22 broker's already got business. An association, you  
 23 keep on trying to sell a person some amount of money.  
 24 Q. Sounds like a new opportunity to me,  
 25 Mr. Rowell, not a removed opportunity. So you were

1 given that additional opportunity when you came back  
 2 to account executive?  
 3 A. I was given it until it was taken away.  
 4 Q. Are there any other ways in which you  
 5 allege that MetLife constructively discharged you?  
 6 We spoke specifically and in your complaint it says  
 7 that they constructively discharged you by reducing  
 8 your compensation, and we spoke about that.  
 9 Now I'm asking are there any other ways in  
 10 which you allege MetLife constructively discharged  
 11 you?  
 12 A. Not that I recall at this time.  
 13 Q. You alleged that MetLife intentionally  
 14 forced you to resign. What facts support your  
 15 allegation that MetLife's conduct was done with the  
 16 intent to get you to resign?  
 17 A. They had done the same thing to another  
 18 employee.  
 19 Q. Sorry?  
 20 A. They used the same technique to get rid of  
 21 another employee.  
 22 Q. And tell me about that.  
 23 A. John ██████ed to be a client  
 24 executive.  
 25 Q. John ██████

1 A. ██████  
 2 Q. Mr. ██████; a white male?  
 3 A. Yes.  
 4 Q. So you were treated the same as  
 5 John ██████who's a white male?  
 6 A. Except for the fact that I had black  
 7 responsibilities.  
 8 Q. So the only way you were treated  
 9 differently than John ██████; that you were  
 10 assigned to help recruit at Morehouse, the  
 11 relationship with Atlanta Life, and you had one  
 12 consultant who was black? That's the only  
 13 difference?  
 14 A. Primarily, except for I think he had a  
 15 bigger book of business than I did.  
 16 Q. How long had John ██████een with  
 17 MetLife?  
 18 A. I don't know.  
 19 Q. Because he eventually resigned from  
 20 MetLife; is that correct?  
 21 A. He was put in a position where it was best  
 22 for him to take another opportunity.  
 23 Q. And that's the same thing that you believe  
 24 happened to you?  
 25 A. Reducing accounts to the point where you

1 can't reach your goal, yes.  
 2 Q. Now, what facts led you to believe that  
 3 MetLife removing the few accounts we talked about or  
 4 the one account we talked about was done because of  
 5 your race?  
 6 This is the account that was removed when  
 7 you returned from disability leave, and I'm asking  
 8 you what facts let you to believe that that was done  
 9 because of your race?  
 10 A. It was disproportionate.  
 11 Q. It was disproportionate to whom?  
 12 A. To me.  
 13 Q. I don't follow you. I'm asking you how  
 14 was that -- why was that done because of your race?  
 15 A. Disproportionate to my race, because if  
 16 you're going to remove responsibilities, why just  
 17 remove responsibilities that provide income as  
 18 opposed to ones that I'm doing as a token employee.  
 19 Q. Anything else?  
 20 A. Not that comes to mind.  
 21 Q. Turn your attention to paragraph 28.  
 22 We're finally done with paragraph 27.  
 23 You allege that MetLife affirmatively made  
 24 a decision to constructively terminate your  
 25 employment. What facts do you have to support that

**Page 170**

1 an actual decision was made by MetLife to  
2 constructively terminate your employment?  
3 A. Because it was night and day the day I  
4 returned.  
5 Q. And I'm asking you about the facts that  
6 make you believe that you were constructively  
7 terminated or that support that allegation that there  
8 was a decision made.  
9 A. January 4th I walked into a really hostile  
10 work environment.  
11 Q. What does that mean?  
12 A. It means that people in the office were  
13 aware of supposed complaints while I was on  
14 disability despite the fact that that information's  
15 confidential.  
16 Q. How else had things changed as of  
17 January 4th? Just the fact that people were aware  
18 that customers had complained about your performance?  
19 A. Supposedly. But again, that's  
20 environment. You can't forget that my responsibility  
21 changed too.  
22 Q. And if I'm -- well, I know you resigned in  
23 July 2010. Was your -- were there any other  
24 decisions made by MetLife, as you allege in paragraph  
25 28, to constructively terminate your employment, or

**Page 171**

1 just -- now we're talking about only what happened in  
2 January?  
3 A. After January?  
4 Q. Any time.  
5 A. All right. I can tell you when Jeff gave  
6 me my new assignment, it was something that I  
7 immediately recognized to be bogus.  
8 Q. What new assignment?  
9 A. Calling on associations as well as cold  
10 calling for the Yellow Pages.  
11 Q. And you were given those new assignments  
12 in early 2010; is that right?  
13 A. Yeah.  
14 Q. You didn't resign until July of 2010?  
15 A. That's correct.  
16 Q. Was there anything in close proximity to  
17 July 2010 that you're alleging was the cause for  
18 your -- or that you allege here, MetLife made a  
19 decision to terminate, constructively terminate your  
20 employment.  
21 I'm asking was there anything else that  
22 led you to believe that MetLife made a decision to  
23 constructively terminate your employment?  
24 A. They were riding me pretty hard.  
25 Q. What does that mean?

**Page 172**

1 A. They began to pick on me.  
2 Q. Can you please elaborate?  
3 A. Jeff used to not care what I said, and all  
4 of a sudden I was a topic of conversation.  
5 Q. Tell me more about that.  
6 A. Any time the meeting opened, the first  
7 questions, the hardest ones he could think of, came  
8 to me.  
9 Q. When was this?  
10 A. After I got back from disability and after  
11 I filed my complaint.  
12 Q. Which complaint?  
13 A. I'm sure it's both.  
14 MS. MILLER: I'm sorry, I couldn't  
15 hear your last answer.  
16 THE WITNESS: Both, but whether it  
17 started with the internal one or the EEOC,  
18 I'm not positive, but I do recall a change.  
19 BY MR. KONN:  
20 Q. And your position had changed before that  
21 as well; is that correct? You were now in a new role  
22 at MetLife?  
23 A. As of January 4th, 2010.  
24 Q. And do you believe you were -- or are you  
25 alleging that your change from a client executive to

**Page 173**

1 an account executive was done for a racially  
2 discriminatory reason?  
3 A. I believe it was done as a way to get me  
4 out the door.  
5 Q. I'm asking if it was done, if you believe  
6 it was done for a racially discriminatory reason?  
7 A. I can't say that.  
8 Q. What reason do you think it was -- so you  
9 think it was done to, quote, get you out the door?  
10 A. Yeah.  
11 Q. The same way it was done to John Ehrlich?  
12 A. You're put in a position where you can't  
13 win.  
14 Q. Do you have any other facts that support  
15 your allegation that MetLife, quote, affirmatively,  
16 end quote, made a decision -- sorry.  
17 Do you have any other facts to support  
18 your allegation that MetLife affirmatively made a  
19 decision to constructively terminate your employment?  
20 A. Aside from Jeff picking on me at the  
21 beginning of the meetings, I would say everything  
22 would be documented.  
23 Q. What do you mean, everything would be  
24 documented?  
25 A. Robert Johnson was instrumental in making

1 sure that any debrief or any comment regarding cases  
2 went into sales radar as a way of tracking my  
3 ability.

4 Q. Your performance?

5 A. There you go.

6 Q. And that was actually part of the  
7 performance improvement plan?

8 A. No.

9 Q. No?

10 A. Debriefs were, but the one that stands out  
11 to me at that time wasn't necessarily such.

12 Q. You say you were picked on at meetings by  
13 Mr. Trinkwon. Mr. Trinkwon resigned from MetLife in  
14 May 2010; isn't that right?

15 A. Yes.

16 Q. But you didn't resign until late  
17 July 2010?

18 A. That's correct.

19 Q. So two months later, you are alleging you  
20 were constructively terminated?

21 A. No, I was constructively terminated, at  
22 least set up. The threat of termination began in  
23 August of 2009 and persisted through my departure  
24 date.

25 Q. We talked about the August 2009 threat of

1 termination, and that was related exclusively to you  
2 turning down the opportunity to work on Margaret  
3 Skelley's customer accounts?

4 A. ██████████ kelley.

5 Q. But otherwise, that's a correct statement?

6 A. Say it again.

7 Q. We talked about your August 2009 that you  
8 say was a threat of termination, and that was based  
9 on you turning down the opportunities presented by  
10 Trinkwon to take over ██████████ kelley's accounts?

11 A. Correct.

12 Q. But not your race?

13 A. No. That was disability.

14 Q. So you have no facts to establish that an  
15 actual decision was made by somebody at MetLife to  
16 constructively discharge you?

17 A. When you walk in one day and everything's  
18 all of a sudden different, you have less than little  
19 to work with, you feel like something's happened.

20 Q. But no evidence that some decision was  
21 made by somebody?

22 A. I mean that assignments are given at  
23 discretion, and all of a sudden, my assignment was  
24 very little. Yeah, I feel like that's evidence.

25 Q. And your assignments came from

1 Mr. Trinkwon?

2 A. Per your documents, yes.

3 Q. Well, I'm asking you. Is that how you  
4 believe assignments were assigned?

5 A. I know that Jeff reported to  
6 Robert Johnson.

7 Q. And you believe that Mr. Trinkwon gave you  
8 assignments that had less opportunities because of  
9 your race?

10 A. I think that played a part, yes.

11 Q. Played a part?

12 A. Correct.

13 Q. What was the other part?

14 A. The fact that I turned down the additional  
15 opportunity.

16 Q. So potentially Mr. Trinkwon treated you  
17 differently because you turned down the  
18 ██████████ kelley opportunity?

19 A. Threatened termination I'd say is  
20 different, yeah.

21 Q. In fact, there's a good chance that  
22 Mr. Trinkwon treated you differently because you  
23 turned down lots of opportunities?

24 A. Which opportunities would those be?

25 Q. Let's start with the ██████████ kelley

1 opportunity. Is that a potential that Mr. Trinkwon  
2 was -- the only reason he was treating you  
3 differently was because you turned down the  
4 ██████████ kelley opportunities?

5 A. Not after he made comments about my race,  
6 no.

7 Q. What comments did he make about your race?

8 A. Ones that I already said.

9 Q. And those were?

10 A. I could use some diversity on my stiff.

11 Q. Those were all from before you even

12 started in the Atlanta office?

13 A. Not true.

14 Q. True?

15 A. Not true.

16 Q. As I recall, two of the three were before  
17 you even started at the Atlanta office?

18 A. Yeah, correct.

19 Q. And the other one was Mr. Trinkwon, as you  
20 tell the story, pointing out a good-looking black  
21 female in the hallway -- I don't know, you didn't  
22 tell me -- and asking you to -- telling you you  
23 should approach her?

24 A. Yeah.

25 Q. And that's the reason you think you were

1 racially discriminated against is because  
2 Mr. Trinkwon told you that?

3 A. That's the reason I feel as though I was  
4 being treated differently in addition to the  
5 responsibilities that I was assigned.

6 Q. We're talking about responsibilities now,  
7 and it sounds like you actually think Mr. Trinkwon  
8 assigned you different responsibilities because you  
9 turned down the █████kelley opportunities in  
10 August 2009?

11 A. You're talking about different sets of  
12 responsibilities.

13 Q. We are, right. I'm asking you -- it  
14 sounds like you're telling me that you believe you  
15 were treated differently in January 2010 when you  
16 returned from disability because you turned down  
17 opportunities, the █████kelley opportunities,  
18 particularly in August 2009 right before you took  
19 leave?

20 A. That's a correct statement.

21 Q. In paragraph 28, you allege that MetLife  
22 constructively terminated you by placing you on false  
23 PIP, P-I-P, which stands for "performance improvement  
24 plan," and assigning you a sales goal that was  
25 unrealistic and unattainable, given the accounts and

1 territory you were assigned, and this is the same  
2 performance improvement plan I showed you earlier,  
3 the one from February 2010?

4 A. Same one.

5 Q. And what about the February 2010  
6 performance improvement plan is false? When you  
7 filed this complaint, Mr. Rowell, did you have any  
8 specific things in mind that you alleged that was  
9 false, that were false in the performance improvement  
10 plan?

11 A. I'm reviewing, but at least in part my  
12 substandard performance.

13 Q. Take a minute and let me know when you're  
14 ready, okay?

15 A. I can tell you one part that's false.

16 Q. I want to go through all once we get into  
17 it, but have you had a chance to review that all now,  
18 sir?

19 A. I have.

20 Q. Yes?

21 A. Yes.

22 Q. Okay. In your complaint you alleged in  
23 paragraph 28 that this performance improvement plan  
24 was false, and I had asked you what about the  
25 February 2010 performance improvement plan was false?

1 A. Despite my numbers, I had received extreme  
2 praise from management.

3 Q. But I'm asking you what's false. You  
4 allege this is false. I'd like you to identify for  
5 me what you believe in this performance improvement  
6 plan is false, as you allege in your complaint.

7 A. Substandard levels of performance.

8 Q. Where is that you're looking at?

9 A. The second paragraph, fourth line.

10 Q. So you believe you did not have  
11 substandard levels of performance?

12 A. I believe that Jeff made several comments  
13 and Robert Johnson did as well praising my ability  
14 and performance.

15 Q. So you think you were performing great,  
16 you were doing a great job?

17 A. Numbers aside.

18 Q. But numbers were a huge part of your job,  
19 right?

20 A. Yeah.

21 Q. In fact, if you don't meet your sales  
22 goals, you don't get -- your commission's reduced; is  
23 that right?

24 A. Well, if you don't make a sale, you don't  
25 make any commission.

1 Q. That's right. And if you don't make any  
2 sales, MetLife doesn't make any money?

3 A. Unless I renew at a profit.

4 Q. So sales are a huge part of your job as a  
5 client executive and an account executive?

6 A. Correct.

7 Q. So you don't think sales had anything to  
8 do with your performance?

9 A. I didn't say anything.

10 Q. I'm asking you. Do you think that?

11 A. No.

12 Q. So you say here, you're telling me that  
13 you think that it's saying you had substandard levels  
14 of performance is false, and I'm asking you why you  
15 think that's false.

16 A. What I was saying was that based on more  
17 components than just numbers, which is what I had  
18 started off my comment with, I received high praise  
19 from management.

20 Q. Okay. In 2009 your sales objective  
21 was -- and I'm going to round here, \$6.5 million was  
22 your sales objective; is that right?

23 A. That's correct.

24 Q. And your actual sales were 653,000; is  
25 that correct?

**Page 182**

1 A. According to --  
2 Q. Nothing false about that?  
3 A. As far as I'm aware.  
4 Q. So you had only hit 10 percent of your  
5 goal for sales in 2009; is that correct?  
6 A. Yeah.  
7 Q. Does that sound substandard to you?  
8 A. Not when Jeff Trinkwon told me he didn't  
9 expect me to hit my goal my first year.  
10 Q. Your first year was 2008?  
11 A. Selling into 2009, which is including my  
12 guarantee period.  
13 Q. But I'm assuming you're supposed to hit a  
14 hundred percent of your goal. Was that the target?  
15 A. According to Jeff, no.  
16 Q. So what had Jeff told you your target was?  
17 A. He told me to keep doing what I was doing.  
18 Q. He didn't tell you -- did he tell you you  
19 should try to hit ten percent?  
20 A. He did not say that, no.  
21 Q. Did he tell you to try to hit your sales  
22 objective?  
23 A. He told me to keep doing what I was doing.  
24 Q. Mr. Rowell, you don't think that you were  
25 assigned -- you were assigned a sales objective of

**Page 183**

1 \$6.5 million, correct?  
2 A. Correct.  
3 Q. And you're telling me today that you  
4 weren't going to try and hit that number?  
5 A. I tried every day to do what was right to  
6 the best of my ability, and what I'm telling you is  
7 Jeff told me that he didn't expect me to hit my goal  
8 my first year.  
9 Q. Do you think he expected you to hit more  
10 than 10 percent of your goal?  
11 A. I have not a clue.  
12 Q. But then you're telling me you think ten  
13 percent's a good number?  
14 A. I think it's a lousy number from a sales  
15 perspective.  
16 Q. In 2010 your sales objective was  
17 \$4.4 million. Your actual sales were \$260,000, which  
18 is only six percent of your goal. Is that not  
19 substandard?  
20 A. It's poor.  
21 Q. It's not substandard though?  
22 A. Is there a difference?  
23 Q. I don't think so, but you told me a minute  
24 ago that your performance was not substandard.  
25 A. The numbers, as I indicated twice before,

**Page 184**

1 aside, I did a phenomenal job according to  
2 management.  
3 Q. Except the fact that you were really  
4 pretty horrible at making sales?  
5 A. I did the best I could with the  
6 opportunity that I was given.  
7 Q. But ultimately you hit respectively in  
8 2009 ten percent of your goal and 2010 you were only  
9 on track to hit six percent of your goal?  
10 A. That's correct.  
11 Q. Anything else in this performance  
12 improvement plan you believe is false, as alleged in  
13 paragraph 28 of your complaint?  
14 A. I have a hard time believing that this  
15 internal survey jives with the rating that was given  
16 to the EEOC by your office.  
17 Q. I want you to tell me what you mean by  
18 that, sir.  
19 A. I see averages of 4.6, 5.23.  
20 Q. Where are you looking at? You have to  
21 slow down for the court reporter. The second to last  
22 page of the document marked as Rowell Exhibit 9; is  
23 that right?  
24 A. Yeah.  
25 Q. And you're telling me -- I don't want to

**Page 185**

1 speak for you, Mr. Rowell, but it sounds like you're  
2 saying that you believe that the numbers in this  
3 chart don't indicate you had poor performance; is  
4 that right? Is that what you're telling me?  
5 A. What I'm saying is that they don't match  
6 with the two.  
7 Q. What two, sir?  
8 A. The two rating that your office gave to  
9 the EEOC.  
10 Q. Sir, isn't this chart in fact responses  
11 from a client survey, not your review from your  
12 manager, Mr. Trinkwon?  
13 A. You'd have to tell me.  
14 Q. Okay. If I told you these were the  
15 responses from your client survey as opposed to any  
16 sort of review from Mr. Trinkwon, do you have any  
17 reason to doubt that?  
18 A. No, but it makes it more interesting for  
19 the substandard portion.  
20 Q. How is that?  
21 A. Because these aren't bad.  
22 Q. A client, second line, a client was asked  
23 if you negotiate collaboratively between sales and  
24 service to arrive at business solutions best for  
25 client and MetLife. At least one client said they

**Page 186**

1 disagreed. Do you see that?  
2 A. I see three neutral, two somewhat agree,  
3 five agree and two strongly agree.  
4 Q. But at least one disagreed?  
5 A. I see one, yeah.  
6 Q. So it's a negative response from a client?  
7 A. There's one disagree, not even strongly.  
8 Q. But it's a negative response from a  
9 client?  
10 A. I suppose you could characterize it as  
11 such.  
12 Q. I'm asking you. It seems like there are  
13 multiple options here, from strongly disagree through  
14 strongly agree and also no chance to observe, and at  
15 least one person who was asked this question  
16 disagreed that you negotiated collaboratively?  
17 A. And if you weigh it on the scales of  
18 justice with the neutral being the -- I don't have  
19 the word, the crux, you've got nine on agree and one  
20 on dis.  
21 Q. But nevertheless, at least one client said  
22 you did not negotiate collaboratively between sales  
23 and service to arrive --  
24 MS. MILLER: You know what, I'm going  
25 to object. I mean, you've asked that

**Page 187**

1 question and he's answered it several  
2 times.  
3 BY MR. KONN:  
4 Q. Okay. Listen to this, Mr. Rowell. Do you  
5 have any reason to doubt the accuracy of this chart?  
6 A. No, because I'm not ashamed of this.  
7 Q. So it's not false. You allege in your  
8 complaint that the PIP is false.  
9 A. I allege that at least a portion of it  
10 doesn't add up.  
11 Q. So you allege -- you're telling me that  
12 your allegation that the PIP is false is that you  
13 disagree with that your performance was substandard?  
14 A. One more second. The rest of this is  
15 pretty standard.  
16 Q. But not false?  
17 A. Not in addition to what I already pointed  
18 out.  
19 Q. So the only thing you pointed out as being  
20 false is that you disagree you have substandard  
21 performance?  
22 A. Correct.  
23 Q. But you do agree that the numbers  
24 reflected in your sales performance for 2009 and 2010  
25 are accurate?

**Page 188**

1 A. Yes.  
2 Q. In paragraph 28 you say that MetLife  
3 assigned to you a sales goal which was unrealistic  
4 and unattainable. Do you see that? Are you talking  
5 about the sales goal detailed in the performance  
6 improvement plan or a different sales goal?  
7 A. They're the same.  
8 Q. So you were talking about the one in the  
9 performance improvement plan, not some other sales  
10 goal?  
11 A. No, I had a sales goal for 2010.  
12 Q. And what about that sales goal was  
13 unrealistic?  
14 A. As I noted this morning, I had 20 at bats,  
15 or 20 quotes. The national closing ratio is seven  
16 percent. Quick mass is 1.4 sales. \$400,000 is the  
17 average case size. That's with the rounding, even  
18 from under half, would be two cases at \$400,000  
19 apiece.  
20 Q. So that's your basis for your belief that  
21 the sales objective was unrealistic?  
22 A. Yeah.  
23 Q. It's also the basis for your belief that  
24 the sales goal was unattainable?  
25 A. Yes.

**Page 189**

1 Q. And hadn't you previously agreed with  
2 Mr. Trinkwon that the \$4.4 million sales goal was  
3 fair?  
4 A. No.  
5 Q. You had not?  
6 A. No.  
7 (Exhibit 10 was marked for  
8 identification.)  
9 BY MR. KONN:  
10 Q. You've been handed, Mr. Rowell, what's  
11 been marked as Rowell deposition Exhibit Number 10.  
12 The document was actually produced by you to  
13 MetLife. That's why those little numbers at the  
14 bottom -- that's your designation.  
15 This is a chain of correspondence between  
16 yourself and Mr. Trinkwon in February 2010; is that  
17 correct?  
18 A. Looks to be.  
19 Q. And on page, the bottom of page two of  
20 that document that's been marked as 125, Mr. Trinkwon  
21 is sending you an e-mail explaining to you how he  
22 arrived at your sales goal for 2010. Do you see  
23 that?  
24 A. I see it.  
25 Q. And then if you go to the first page, you



1 write back to Mr. Trinkwon, and the second point in  
2 your e-mail is, "I understand the math and I agree  
3 that this calculation is fair." Do you see that?

4 A. I see it.

5 Q. So you did agree with Mr. Trinkwon that  
6 the \$4.4 million sales objective for 2010 is fair?

7 A. That's not what it says.

8 Q. Okay. We can put that aside.

9 Anything else about the sales goal, the  
10 4.4 million sales goal for 2010 you believe was  
11 unrealistic?

12 A. The ability to hit it.

13 THE REPORTER: I'm sorry?

14 THE WITNESS: The ability to achieve  
15 it.

16 BY MR. KONN:

17 Q. Do you believe -- what facts led you to  
18 believe or do you believe that you were assigned a  
19 \$4.4 million sales goal because of your race?

20 A. I was assigned that because if you know  
21 anything about the business, numbers are assigned out  
22 of New York. They trickle down.

23 Q. What does that mean?

24 A. It means the office gets a goal and it's  
25 up to the management to assign the goals individually

1 so they collectively achieve what New York wants.

2 Q. And I'm asking you -- and you've already  
3 told me Trinkwon assigned you that goal. I'm asking  
4 you what facts led you to believe or do you believe  
5 that you were assigned that goal on the basis of your  
6 race?

7 A. I was assigned that goal as a way to get  
8 me out the door.

9 Q. Not on the basis of your race?

10 A. The race assignments were the three that I  
11 indicated.

12 Q. Was there anything else in the performance  
13 improvement plan that you thought was unrealistic or  
14 unattainable?

15 A. Aside from the goal, no.

16 That's not true. I also made a complaint  
17 to human resources about the amount of time necessary  
18 to achieve what it is they wanted me to do.

19 Q. That's just the amount of time to hit the  
20 2010 sales goal?

21 A. Correct.

22 Q. So it's kind of tied together. It's  
23 unattainable because you didn't think you had enough  
24 time?

25 A. Or opportunity. It's all one.

1 Q. But really it's just the sales goal  
2 component of the performance improvement plan?

3 A. Aside from the ratings factor we talked  
4 about.

5 Q. But that wasn't unrealistic or  
6 unattainable. You said there were parts of the  
7 performance improvement plan that were unrealistic or  
8 unattainable.

9 A. The goal.

10 Q. The goal. So what is it about the  
11 accounts you were assigned that made the sales goal  
12 unrealistic and unattainable?

13 A. Lack of white space.

14 Q. I'm sorry? Lack of?

15 A. White.

16 Q. What does that mean?

17 A. It's four core products, life insurance,  
18 short-term disability, long-term disability and  
19 dental. The client has three of those. Their white  
20 space is one.

21 Q. And that's because you can only sell in  
22 the other line; is that what you mean?

23 A. Yeah.

24 Q. Couldn't you sell into the existing lines,  
25 new products, better products?

1 A. Not if they already have them.

2 Q. So the only opportunity for a client is  
3 where they don't already have some product?

4 A. Yeah.

5 Q. Who is servicing the products they have  
6 already?

7 A. I was.

8 Q. So you could potentially earn commissions  
9 on renewals?

10 A. Yeah, as discussed.

11 Q. And you could earn commissions on selling  
12 them better, higher end products?

13 A. Extensions revisions, yeah.

14 Q. So there were opportunities there outside  
15 of the, quote, white space?

16 A. Not to achieve a \$4 million goal, there  
17 wasn't.

18 Q. But there were some?

19 A. Well, that's mistaken. There was one  
20 opportunity that I had that eclipsed my goal.

21 Q. Tell me about that.

22 A. I ran through all the numbers from every  
23 angle, and New York didn't want to do it.

24 Q. Can you tell me about that?

25 A. Yeah. Then Jeff offered me a promotion.

1 Q. So the person who you are alleging has  
2 been racially discriminating against you from the  
3 time you joined MetLife offered you a promotion?

4 A. From the time I joined MetLife in Atlanta.

5 Q. In Atlanta?

6 A. We've already discussed how he offered me  
7 additional territory, which I declined because I  
8 couldn't physically handle it.

9 Q. So why don't you tell me about this  
10 proposal.

11 A. It was a case with Cobb County Schools in  
12 which they were currently in force with dental for  
13 200 coverage, a high and a low plan. The high I  
14 believe was fully insured. If I'm not mistaken, the  
15 low was self-insured, and I was going to flip it.

16 Q. And am I correct this is when you were a  
17 client executive or an account executive?

18 A. Client executive.

19 Q. So this would not have been part of the  
20 clients you were assigned or brokers you were  
21 assigned to work with under the performance  
22 improvement plan because at that point you were an  
23 account executive?

24 A. That's correct, although the opportunity I  
25 was working on was for '11, if I'm not mistaken,

1 which would have surpassed my 2010 goal.

2 Q. That's right. Because you can sell  
3 products in 2010, but they don't go in force  
4 until -- sorry, 2009, but it's when they go in force  
5 that counts towards your numbers?

6 A. Yeah.

7 Q. So you actually did have an opportunity to  
8 sell into 2010?

9 A. Yeah.

10 Q. Well, I'm asking you what about the  
11 accounts you were assigned made the goals in your  
12 performance improvement plan unrealistic and  
13 unattainable?

14 A. That was my only shot.

15 Q. You were assigned other accounts; am I  
16 correct?

17 A. I was.

18 Q. In 2009 you had other client executive  
19 accounts, client executive clients you were working  
20 with?

21 A. In 2009, I did.

22 Q. And in 2009, you could have sold products  
23 to clients in 2009 that would have counted towards  
24 your 2010 numbers?

25 A. If they took effect for January 1st or

1 later.

2 Q. And then when you started back in  
3 January 2009 as an account executive, you now had  
4 brokers you were working with, and if you made sales  
5 that went into effect in 2010, those would account  
6 towards your 2010 numbers as well?

7 A. Yes.

8 Q. And you told me that the accounts you were  
9 assigned made the performance improvement plan  
10 unrealistic and unattainable, and now I'm asking you  
11 what about those accounts made the goals unrealistic  
12 and unattainable?

13 A. Because I had 20 quotes, which would have  
14 produced on average \$800,000 of business.

15 Q. Twenty quotes was as a client executive?

16 A. Account executive.

17 Q. What about when you were client executive?

18 A. I don't have that report.

19 Q. But you had opportunity while you were  
20 client executive to meet your 2010 numbers?

21 A. I had one big piece of white space.

22 Q. Okay.

23 A. That was the deal that New York didn't  
24 want to do.

25 Q. That's the Cobb County Schools?

1 A. Yeah.

2 Q. Was Cobb County Schools the only client  
3 you were assigned to as a client executive?

4 A. No.

5 Q. You were assigned a lot of clients as a  
6 client executive?

7 A. Not a lot, but I had some.

8 Q. You were assigned accounts as a client  
9 executive?

10 A. I was.

11 Q. You sold very little to those clients?

12 A. That would be accurate.

13 Q. And the renewal rate for those clients was  
14 really quite low?

15 A. How do you --

16 Q. I'm asking you.

17 A. I don't understand your question.

18 Q. Was the renewal rate high or low for the  
19 clients you were working with?

20 A. What do you mean?

21 Q. You were a client executive selling to  
22 business clients who had the opportunity to renew  
23 their business; is that correct?

24 A. Yes.

25 Q. It's my understanding the renewal rate for

**Page 198**

1 the clients you worked with was lower than typical;  
2 is that not your understanding?  
3 A. I have no idea what you're talking about.  
4 Q. Would it surprise you to find out that the  
5 renewal rate for those clients was significantly  
6 lower?  
7 A. What do you mean by renewal rate?  
8 Q. I'm just asking you. You don't know? You  
9 don't understand that or you don't know?  
10 A. Ten years I've been in the business,  
11 renewal -- you get rate increases, wraps or  
12 decreases, but you don't characterize rates as high  
13 or low because there's a market.  
14 Q. How about the consistency rate?  
15 A. Persistency rate?  
16 Q. Persistency rate, sorry.  
17 A. That wasn't very good either.  
18 Q. Your persistency rate was not very good?  
19 A. No.  
20 Q. As a client executive?  
21 A. Well, there's reasons for that.  
22 Q. What are those reasons?  
23 A. They're illustrated in my initial  
24 complaint.  
25 Q. To?

**Page 199**

1 A. The EEOC and MetLife.  
2 Q. But you acknowledge that your persistency  
3 rate was lower, was low?  
4 A. I'll give you an example. Caterpillar  
5 dealers has a nationwide trust. If you know anything  
6 about association business, you realize that some  
7 supplement the others. In other words, if you have  
8 good experience, it's going to help those who have  
9 bad experience. And from the time that I got the  
10 account and went to Chicago to sit down with the  
11 account manager, they designated this case was  
12 falling apart.  
13 Q. Was it a prior MetLife client?  
14 A. It was existing.  
15 Q. How long had it been with MetLife?  
16 A. I don't know.  
17 Q. But before you joined MetLife in Atlanta?  
18 A. It was a case I inherited.  
19 Q. And you lost that case, they didn't  
20 continue their coverage?  
21 A. I know they fell apart, but not before I  
22 sold them a dental plan.  
23 Q. So you did actually sell them some  
24 products?  
25 A. I sold a life insurance policy, an

**Page 200**

1 optional life to one location, and I also got them to  
2 buy from promoting dental to all locations.  
3 Q. But you just didn't sell very much because  
4 your 2009 number was only ten percent of your goal?  
5 A. That was in the same time I was going for  
6 disability and I requested the ability to work at  
7 home as opposed to taking disability, which HR made  
8 me take, so I could work on the leads from the  
9 Caterpillar dealers.  
10 Q. Okay. Is there anything else about the  
11 accounts you were assigned as either a client  
12 executive or an account executive that made the goals  
13 in the performance improvement plan unrealistic or  
14 unattainable?  
15 A. We talked about white space. We talked  
16 about overall opportunity, being quotes, so I would  
17 say those are the biggest things. New business and  
18 existing business, both those were low for me.  
19 Q. And you have no facts to support your  
20 allegation that Trinkwon placed you on the  
21 performance improvement plan because of your race; is  
22 that right?  
23 A. I don't know how many times you've asked  
24 me that question. I'll answer it. Aside from what  
25 I've stated, no.

**Page 201**

1 Q. And no facts to support your allegation  
2 that he assigned you the sales goal because of your  
3 race?  
4 A. No.  
5 Q. Do you have any facts to support your  
6 allegation you were placed on the performance  
7 improvement plan to force you to resign?  
8 A. Aside from the fact that it was  
9 unattainable, no, and John [REDACTED] experience.  
10 Q. And the only thing you believe was false  
11 in the performance improvement plan was that you  
12 disagree that your performance was substandard?  
13 A. Aside from the numbers.  
14 Q. Which you acknowledge were substandard?  
15 A. Yes.  
16 Q. Later in paragraph 28 you allege that  
17 MetLife allowed similarly situated  
18 non-African-American employees to engage in sales,  
19 marketing and career --  
20 A. Sales, networking.  
21 Q. Sorry. Sales, networking and career  
22 advancement opportunities above their level of  
23 skills, experience, and past performance while  
24 excluding you from those opportunities, and there's a  
25 few pieces of that I want to talk about, but first I

1 want to know who are these similarly situated  
2 non-African-American employees that you're talking  
3 about?

4 A. [REDACTED]eweling and [REDACTED]etri.

5 Q. And what were the sales opportunities?

6 A. Brokers and clients and consultants.

7 Q. They were assigned to work with those  
8 brokers and clients?

9 A. They were.

10 Q. And you had --

11 A. Little.

12 Q. A lower number of brokers?

13 A. And clients and consultants.

14 Q. So this is exclusive to your time as an  
15 account executive after January 2010?

16 A. That statement was, yes.

17 Q. And how were the sales opportunities  
18 assigned to [REDACTED]ietri above his skills?

19 A. He was constantly asking for help.

20 Q. Can you tell me more about that? You  
21 allege that he was assigned or provided with  
22 opportunities that were above his level of skills,  
23 and I want to know how the sales opportunities you're  
24 telling me he was assigned were above his skills.

25 A. Because he had only been in the business

1 for a little over a year, and quite frankly, he was  
2 in over his head, as noted by the customer -- the  
3 national service center.

4 Q. So you don't think Vietri had the skill  
5 set to handle the brokers and accounts he was  
6 assigned?

7 A. He got along all right. I don't think he  
8 knew much about insurance, aside from the fact that  
9 his dad was senior VP.

10 Q. And you said that Vietri -- you were  
11 alleging that Vietri was assigned sales opportunities  
12 that were above his experience. And I think we  
13 talked about earlier that Vietri was with the Atlanta  
14 office as an account executive before you even joined  
15 the Atlanta office; is that right?

16 A. He had a total of a year and three  
17 quarters experience versus my eight.

18 Q. But I'm asking you how the accounts he was  
19 assigned to work were above his experience level as  
20 someone who had now been doing this for a year and a  
21 half, two years?

22 A. That's exactly it. Most people go through  
23 training, and extended training at that, to get into  
24 this position.

25 Q. So you're telling me that you just simply

1 were better than [REDACTED]ietri when he initially got  
2 those accounts?

3 A. I certainly should have gotten at least  
4 equal to what he had.

5 Q. So do you think Jeff Trinkwon should have  
6 taken some of his accounts and given them to you?

7 A. I think the overall distribution should  
8 have been more fair.

9 Q. And [REDACTED]ietri was working those accounts  
10 before you became an account executive; is that  
11 right?

12 A. At least some of them.

13 Q. Was he given new opportunities after you  
14 became an account executive that you were not  
15 provided to work, the opportunity to work on?

16 A. Once I got back and had complained about  
17 my lack of opportunity, I had gotten a couple of  
18 cases from [REDACTED]eweling.

19 Q. Okay. But I'm asking about [REDACTED]. We'll  
20 talk about [REDACTED]eweling. You've alleged in your  
21 complaint, and I'm just trying to make sure I  
22 understand, that [REDACTED]eweling and [REDACTED] Vietri were  
23 provided with sales, networking, and career  
24 advancement opportunities above their skill levels,  
25 experience, and past performance, and you were

1 excluded from those sales, networking and career  
2 advancement opportunities.

3 So we started with sales opportunities,  
4 and then I asked you how the sales opportunities you  
5 believe Vietri was assigned that you were excluded  
6 from were above his skills, and you told me he was  
7 simply in over his head.

8 Then I asked you how it was above his  
9 experience, and it was you think he wasn't there long  
10 enough?

11 A. You didn't write down what I said, which  
12 is that there are complaints from the national  
13 service center.

14 Q. About [REDACTED]ietri's performance?

15 A. Ability.

16 Q. So again, you don't think Vietri should  
17 have gotten those sales opportunities?

18 A. I think he should have had the opportunity  
19 to succeed.

20 Q. You think you should have gotten them  
21 instead?

22 A. I think I had 20 quotes and he had 316.

23 Q. Let's talk about [REDACTED]eweling's sales  
24 opportunities. What sales opportunities was she  
25 offered that you were excluded from?

1 A. She got a bunch of consultants as far as I  
2 can see.

3 Q. Is that it? Anything else that you think  
4 you were excluded from that she was provided?

5 A. I haven't seen her case list because they  
6 haven't provided it.

7 Q. I mean, you allege in your complaint that  
8 you were -- she was provided sales, marketing, and  
9 career advancement opportunities that you were  
10 excluded from, and I'm asking you what those  
11 opportunities were?

12 A. As far as consultants and brokers, she had  
13 more than I did.

14 Q. And you were assigned when you became  
15 account executive some brokers and at least one  
16 consultant; is that right?

17 A. No, I was assigned account executives, and  
18 my consultant -- I was assigned brokers, and my  
19 consultant carried over.

20 Q. So you had opportunities to sell business,  
21 sell new business to those clients?

22 A. Yeah, a total of 20.

23 Q. Let's talk about the marketing  
24 opportunities you believe you were excluded from.  
25 What are those?

1 A. As I had stated this morning, I lost  
2 exposure in the company, except for the negative.

3 Q. Any other marketing opportunities that you  
4 were excluded from?

5 A. Not that I recall at this time.

6 Q. Any specific marketing opportunities that  
7 you were excluded from?

8 You also allege that you were excluded  
9 from --

10 THE REPORTER: Did you answer?

11 THE WITNESS: No.

12 THE REPORTER: I'm sorry, I need you  
13 to speak loud for me. I just didn't hear  
14 you.

15 THE WITNESS: I didn't say anything.

16 THE REPORTER: Excuse me for  
17 interrupting. I thought I had missed it.

18 THE WITNESS: You need to remind me.  
19 No problem.

20 BY MR. KONN:

21 Q. You allege in your complaint that you were  
22 excluded from career advancement opportunities that  
23 were provided to Leweling and Vietri. What were  
24 those career advancement opportunities?

25 A. Lack of sales.

1 Q. Anything more specific than that,  
2 Mr. Rowell?

3 A. I got all the higher education they could  
4 offer, except for there is one that [REDACTED]  
5 suggested I get, but at that point I was trying to  
6 hang on to my job.

7 Q. You say all the educational opportunities.  
8 You're talking about internal training at MetLife?

9 A. (Witness nods head affirmatively.)

10 Q. So you were provided lots of internal  
11 training at MetLife?

12 A. Including elected to the mastermind board.

13 Q. And those were all career advancement  
14 opportunities?

15 A. If you have that stuff in sales, you're on  
16 your way to the top.

17 Q. And you were provided those opportunities?

18 A. Everything but the opportunity to sell.

19 Q. So the only career advancement  
20 opportunities you believe you were excluded from was  
21 the lack of sales?

22 A. And what that would have done for me.

23 Q. All right. We're going to turn to count  
24 two of the complaint. Count two of your complaint  
25 starts -- it's on the bottom of page 17, page 18.

1 Count two of your complaint is harassment on the  
2 basis of race in violation of Title VII.

3 I want to confirm that that harassment  
4 you're alleging here in count two was harassment on  
5 the basis of your race?

6 A. Yes.

7 Q. Turning to the specific allegations here  
8 where you allege at paragraph 32 that MetLife  
9 through -- sorry, paragraph 33, that MetLife through  
10 Trinkwon and with the assistance and/or acquiescence  
11 of other agents of MetLife created a hostile work  
12 environment for you?

13 First question for you is who are the  
14 other agents of MetLife you are referring to in  
15 paragraph 33?

16 A. Robert Johnson.

17 Q. What evidence do you have to support your  
18 allegation that Jeff Trinkwon created a hostile work  
19 environment?

20 A. I gave you what I recall.

21 Q. Do you mind going through it again? That  
22 was for a different count. I want to make sure I  
23 understand exactly your allegation for this count,  
24 sir.

25 A. The most hostile I got from him is when I

1 returned back from disability.  
 2 Q. And what was --  
 3 A. If you don't count being threatened with  
 4 your job.  
 5 Q. What was hostile about the work  
 6 environment when you returned from this -- when you  
 7 returned from leave in early June 2010?  
 8 A. Okay. Apparently everybody in the office  
 9 was aware that there were complaints made about me.  
 10 Q. Anything else?  
 11 A. That was the biggest one.  
 12 Q. Anything else?  
 13 A. Not that I recall at this time.  
 14 Q. And you believe that -- well, did you have  
 15 any facts to support Trinkwon telling anyone about  
 16 those complaints?  
 17 A. They told me.  
 18 Q. Who told you?  
 19 A. Kaedie Dempsey.  
 20 Q. And who is [REDACTED] [REDACTED]  
 21 A. She was another RSS. [REDACTED]  
 22 Q. And what's RSS?  
 23 A. Regional sales specialist.  
 24 Q. So she was not a member of the support  
 25 staff like [REDACTED] [REDACTED]

1 A. She was the same thing.  
 2 Q. Okay. What did -- what did she tell you?  
 3 A. That there have been complaints.  
 4 Q. Anything else?  
 5 A. Not that I know of.  
 6 Q. And did she tell you that Trinkwon told  
 7 her there had been complaints?  
 8 A. Yes.  
 9 Q. Anyone else tell you that there had been  
 10 complaints?  
 11 A. At least one, maybe two. I think [REDACTED]  
 12 was a part of that, but there was probably a third as  
 13 well.  
 14 Q. Who else?  
 15 A. I don't recall.  
 16 Q. What did [REDACTED] - is that [REDACTED] [REDACTED]  
 17 talked about earlier?  
 18 A. Yes.  
 19 Q. What did she tell you?  
 20 A. That there apparently had been complaints  
 21 and everybody knew about it.  
 22 Q. What else did she tell you?  
 23 A. She told me that, but I also -- I note  
 24 again that that information's confidential.  
 25 Q. So how -- assuming that Trinkwon -- I'm

1 not going to -- just say assume Trinkwon did in fact  
 2 tell people in the office that customers complained  
 3 about your performance. How did that create a  
 4 hostile work environment?  
 5 A. Everybody was looking at me differently.  
 6 Q. And they're looking at you differently  
 7 because customers had complained about your  
 8 performance?  
 9 A. That in addition to the fact that I  
 10 disappeared for four months.  
 11 Q. Well, you didn't disappear, sir. You were  
 12 on leave, right?  
 13 A. Disability.  
 14 Q. You were on disability leave?  
 15 A. Yeah, but as far as they were aware, I was  
 16 just gone.  
 17 Q. And you're alleging the fact that people  
 18 looked at you differently because there have been  
 19 customer complaints and you had taken disability  
 20 leave was a hostile work environment?  
 21 A. That was a large chunk.  
 22 Q. What was the rest of that chunk?  
 23 A. I may be mistaken, but I also -- there  
 24 were a lot of questions about what it is that I was  
 25 doing.

1 Q. I don't understand. What do you mean?  
 2 A. They didn't understand -- they being other  
 3 reps and some other office personnel as well, what  
 4 exactly my assignment was.  
 5 Q. But none of that was because of your race;  
 6 is that right?  
 7 A. No. It was just hostile.  
 8 Q. And you told me that Robert Johnson was  
 9 the other MetLife agent you allege in paragraph 33.  
 10 What evidence do you have to support your allegation  
 11 that Robert Johnson assisted or acquiesced in the  
 12 creation of that hostile work environment you allege?  
 13 A. With regards to race, he intimated that  
 14 with regard to being assigned Morehouse.  
 15 Q. When was that?  
 16 A. Prior to my arrival in Atlanta.  
 17 Q. 2008?  
 18 A. Yes.  
 19 Q. You told me the hostile work environment  
 20 was when you returned from disability, which was  
 21 January 2010. And you told me that in paragraph 33  
 22 the other MetLife agent who assisted or acquiesced in  
 23 the creation of the hostile work environment was  
 24 Robert Johnson.  
 25 And I'm asking you what facts support your

1 allegation that Robert Johnson created the hostile  
2 work environment that you allege was in January 2010?

3 A. I strongly believe that he's the one who  
4 orchestrated my assignment.

5 Q. What assignment is that?

6 A. My opportunity, the sales opportunity,  
7 what it is I was doing every day.

8 Q. You have to be more specific for me,  
9 Mr. Rowell. Do you mean your assignment to be an  
10 account executive generally, or do you mean the  
11 specific brokers you were assigned?

12 A. Generally that, as well as the brokers and  
13 the special ones.

14 Q. Just a minute ago you told me the hostile  
15 work environment you allege in paragraph, or on count  
16 two, is that as of January 2010, people looked at you  
17 differently because someone had disclosed you  
18 received customer complaints and that you were out on  
19 disability leave; is that right?

20 A. There's a third.

21 Q. What's the third?

22 A. They asked me what I was doing every day.

23 Q. And what did Robert Johnson do to assist  
24 or acquiesce the creation of that hostile work  
25 environment?

1 A. It's my belief that he's the one who gave  
2 me that assignment. That's the interview you guys  
3 didn't connect -- conduct.

4 Q. So what specifically are you alleging that  
5 Robert Johnson did to create a hostile work  
6 environment for you?

7 A. He put me in a position where I was in a  
8 real hard place to make a living.

9 Q. To make what? A living? Is that what you  
10 said, sir?

11 A. Yeah.

12 Q. Which is the same thing you allege was  
13 done to Ehrlich?

14 A. Yes.

15 Q. Are there any other agents of MetLife that  
16 you allege in paragraph 33 that assisted or  
17 acquiesced in the creation of this alleged hostile  
18 work environment? So it was Trinkwon and  
19 Robert Johnson?

20 A. Those two.

21 Q. And neither of them made any disparaging  
22 comments to you?

23 A. I can't say that they did.

24 Q. Did either of them use any slurs against  
25 you?

1 A. No.

2 Q. Did either of them insult you? Did they  
3 call you derogatory names?

4 A. No.

5 Q. Turn to count three of the complaint,  
6 which starts with paragraph 35 on page 18. You  
7 allege unlawful racial discrimination in violation of  
8 Section 1981.

9 Now, is this claim for unlawful racial  
10 discrimination based on any facts different than  
11 counts one and two?

12 A. No.

13 Q. What facts support your allegation in  
14 paragraph 36 that MetLife and its agents  
15 intentionally mistreated you?

16 A. I feel like the assignments were pretty  
17 specific.

18 Q. So the intentional mistreatment was --

19 A. They gave me work that had no value, lower  
20 value.

21 Q. And is this the assignment as a client  
22 executive or an account executive?

23 A. Both.

24 Q. And those assignments came from  
25 Jeff Trinkwon; is that right?

1 A. And Robert Johnson.

2 Q. So when you say MetLife's agents, you're  
3 talking about Robert Johnson?

4 A. And Jeff Trinkwon.

5 Q. And you were provided assignments -- let's  
6 talk about client executive assignments when you  
7 joined the MetLife Atlanta office in mid 2008. You  
8 were telling me those assignments, you were  
9 intentionally mistreated by receiving those  
10 assignments?

11 A. I was certainly singled out.

12 Q. How were you singled out?

13 A. What else do we have coming?

14 Q. Are you asking me a question, sir? I  
15 don't understand.

16 A. I was given African-American  
17 responsibilities.

18 Q. And what about the other clients you were  
19 assigned to service?

20 A. Those were typical, aside from the fact  
21 that there was little to no white space.

22 Q. So you were assigned typical client  
23 executive opportunities?

24 A. They had a very -- the ones according to  
25 were, quote/unquote, shit.

**Page 218**

1 Q. Did [REDACTED] tell you that?  
2 A. I was told by somebody else.  
3 Q. Did [REDACTED] tell you that, [REDACTED]yan?  
4 A. Correct.  
5 Q. Did [REDACTED]Ryan tell you that?  
6 A. No. He didn't walk up to me and tell me  
7 that, no.  
8 Q. Were you assigned clients that were white  
9 as a client executive?  
10 A. Most all the clients were white.  
11 Q. So your race wasn't the same as those  
12 folks? You told me before that your race was the  
13 only thing that was the same between the assignments  
14 you were provided as a client executive, but the  
15 other client executive accounts clients were not  
16 black, they were white; is that right? You were  
17 assigned clients who were not black?  
18 A. That's correct.  
19 Q. And the majority of your clients you were  
20 assigned were not minority-owned or black accounts;  
21 is that right?  
22 A. That's correct.  
23 Q. So those assignments were typical for a  
24 client executive?  
25 A. In so many words, yeah.

**Page 219**

1 Q. Now, talking about account executive  
2 assignments, how were the assignments you received or  
3 provided to you as an account executive evidence that  
4 you were intentionally mistreated because of your  
5 race?  
6 A. I was mistreated and singled out because  
7 of the responsibilities given to me.  
8 Q. Could you tell me more what you mean by  
9 that?  
10 A. Those three that we keep going back to.  
11 Q. But those were -- I'm talking about  
12 account executive now. Those were assigned to you  
13 when you started at MetLife in Atlanta in 2008; is  
14 that right?  
15 A. And they didn't go away.  
16 Q. Were there other accounts you were  
17 assigned as an account executive that you believe  
18 were evidence that you were intentionally mistreated  
19 because of your race?  
20 A. No.  
21 Q. And those assignments came from  
22 Jeff Trinkwon?  
23 A. Yes.  
24 Q. What facts support your allegation in  
25 paragraph 36 that MetLife and its agents

**Page 220**

1 intentionally harassed you?  
2 A. I feel like being singled out because of  
3 my race was pretty intentional.  
4 Q. You feel like it's harassing?  
5 A. Yeah.  
6 Q. And how were you singled out because of  
7 your race?  
8 A. Because I was given assignments because of  
9 my race.  
10 Q. And the three assignments you believe you  
11 were given because of your race were the recruiting  
12 work with Morehouse College, the reinsurance work  
13 with Atlanta Life, and the assignment to work with  
14 [REDACTED]nsulting?  
15 A. Yeah.  
16 Q. You think -- you thought that was  
17 harassment?  
18 A. I feel like responsibility over and above  
19 what everybody was getting simply because of my race  
20 was harassment.  
21 Q. And we talked already that those were  
22 assigned to you by Jeff Trinkwon?  
23 A. Correct.  
24 Q. And those were assigned to you when you  
25 first joined the Atlanta office in mid 2008?

**Page 221**

1 A. Yes.  
2 MR. KONN: Why don't we go ahead and  
3 change that tape.  
4 THE VIDEOGRAPHER: This is the end of  
5 tape number two in the deposition of  
6 Brandon Rowell. The time is 4:51 [sic]  
7 p.m. We're now off the record.  
8 (A recess was taken.)  
9 THE VIDEOGRAPHER: Stand by, please.  
10 This is the beginning of tape number three  
11 in the deposition of Brandon Rowell. The  
12 time is 5:04 [sic] p.m. We're back on the  
13 record.  
14 BY MR. KONN:  
15 Q. Mr. Rowell, we're still looking at the  
16 complaint that you filed in this case. I'm going to  
17 turn your attention now to count four of the  
18 complaint, negligence harassment. It starts on page  
19 18. What is the basis for your negligence harassment  
20 allegation?  
21 A. I filed a complaint to which MetLife  
22 provided the result that they deemed wouldn't satisfy  
23 either one of us.  
24 Q. I don't understand your response,  
25 Mr. Rowell, so if you'll give me some more details of



1 what you're talking about, I'd appreciate it.  
 2 A. The end result of the complaint was that  
 3 no discrimination, I don't believe, had taken place,  
 4 but that Jeff Trinkwon indeed needed training.  
 5 Q. So you're talking about the internal  
 6 complaint you filed with MetLife?  
 7 A. And the result.  
 8 Q. And the result was that the investigator  
 9 determined there was no discrimination?  
 10 A. And that we had to continue working  
 11 together.  
 12 Q. And that's the basis -- the fact that you  
 13 had to continue working together, you and  
 14 Jeff Trinkwon, is the basis for your negligence  
 15 harassment allegation, or count four of your  
 16 complaint?  
 17 A. Yeah.  
 18 Q. But, sir, didn't Mr. Trinkwon resign right  
 19 about the same time as the investigation closed?  
 20 A. There was some time between.  
 21 Q. How much time?  
 22 A. I don't know.  
 23 Q. A week?  
 24 A. You may know better than I do.  
 25 Q. So the fact you had to continue working

1 with Mr. Trinkwon for a week or less is the basis for  
 2 your negligence harassment complaint --  
 3 A. Or more.  
 4 Q. -- in count four? How much more than a  
 5 week do you think it was, Mr. Rowell?  
 6 A. I would have to look at the notes. I  
 7 don't know. I would have to look it up.  
 8 Q. What if I told you that Mr. Trinkwon  
 9 actually resigned before MetLife's investigation  
 10 concluded?  
 11 A. I'd be shocked.  
 12 Q. Or if I told you he -- his complaint ended  
 13 within a week of the investigation concluding?  
 14 A. I'd have a hard time believing that.  
 15 Q. But nevertheless, count four, negligence  
 16 harassment, is based on the fact you had to continue  
 17 working with Jeff Trinkwon for some period of time?  
 18 A. Which was hostile, yes.  
 19 Q. But MetLife had investigated your  
 20 complaint; is that right?  
 21 A. Of course.  
 22 Q. And the investigator had determined that  
 23 there was no discrimination?  
 24 A. That's what they said.  
 25 Q. Do you have any reason to believe the

1 investigator was biased against you?  
 2 A. I have reason to believe that she didn't  
 3 complete her investigation.  
 4 Q. I asked you if you have any reason to  
 5 believe that she was biased against you?  
 6 A. No.  
 7 MS. MILLER: Okay. Can we just  
 8 clarify what investigator you're --  
 9 MR. KONN: Sorry.  
 10 MS. MILLER: -- talking about,  
 11 because you'd asked those same questions.  
 12 MR. KONN: Different investigator. I  
 13 apologize.  
 14 MS. MILLER: Yes.  
 15 BY MR. KONN:  
 16 Q. You complained internally to MetLife  
 17 through your employment relations services, or the  
 18 employee relations consultant services; is that  
 19 correct?  
 20 A. Yes.  
 21 Q. You called in a hot line. You complained  
 22 that you were being racially discriminated against?  
 23 A. Yes.  
 24 Q. And the investigator assigned to that  
 25 complaint was [REDACTED]

1 A. Correct.  
 2 Q. And I'm asking you now if you have any  
 3 reason to believe that Ms. [REDACTED] biased  
 4 against you?  
 5 A. No.  
 6 Q. Ms. [REDACTED] a black female?  
 7 A. As far as I'm aware.  
 8 Q. What's that?  
 9 A. As far as I'm aware, yeah.  
 10 Q. And Ms. Tate-Gowans was not part of the  
 11 group benefit sales group that you were part of?  
 12 A. No.  
 13 Q. And she did not work in the Atlanta  
 14 office?  
 15 A. No.  
 16 Q. She worked in St. Louis?  
 17 A. I guess.  
 18 Q. And she worked for the employee relations  
 19 consultant services?  
 20 A. So you say.  
 21 Q. And you have no reason to believe that she  
 22 was biased against you?  
 23 A. I don't.  
 24 Q. And she completed an investigation and  
 25 determined there was no discrimination?

1 A. Which is funny, because there was still a  
2 recommended training, so I don't know how those two  
3 jive.

4 Q. Did she conclude the investigation and  
5 determine there was no discrimination?

6 A. I guess, yes.

7 Q. Didn't she tell you that she had concluded  
8 there was no discrimination?

9 A. Yes.

10 Q. Do you have any reason to doubt that she  
11 was telling you the truth, that she thought there was  
12 no discrimination?

13 A. I don't understand how it is the  
14 investigation can conclude negatively as far as no  
15 discrimination taking place but then there be  
16 training assigned.

17 Q. Didn't Ms. [REDACTED] tell you that she  
18 thought what you believed to be racial discrimination  
19 was just that you did not like Mr. Trinkwon's  
20 management style?

21 A. I don't recall that.

22 Q. She didn't tell you that?

23 A. It's possible she did. It's not something  
24 I recall.

25 Q. And if someone had a management style that

1 didn't link up with your style of being an employee,  
2 there's a chance they would need some additional  
3 coaching, isn't there?

4 A. I suppose, but I reported to multiple  
5 managers in my time at MetLife.

6 Q. But your complaint of discrimination to  
7 MetLife was exclusively about Jeff Trinkwon, wasn't  
8 it?

9 A. That's correct.

10 Q. And Ms. [REDACTED] did you after her  
11 investigation that there was no discrimination by  
12 Mr. Trinkwon against you; is that right?

13 A. Sure.

14 Q. Yes?

15 A. Yes.

16 Q. And you think she's wrong?

17 A. I wouldn't be here if I -- I do think  
18 she's wrong.

19 Q. Now, going back to your negligence  
20 harassment count, count four of your complaint, I  
21 want to make sure I understand. The basis for that  
22 count is that you continued to work with Mr. Trinkwon  
23 after the investigation concluded?

24 A. Yes.

25 Q. In paragraph 39 you allege that defendant

1 MetLife knew of Trinkwon and its other white  
2 employees' racist misconduct directed at you?

3 A. That's the basis of the complaint.

4 Q. What other white employees' racist  
5 misconduct -- so who are the other white employees  
6 you're talking about here?

7 A. Robert Johnson.

8 Q. Any others?

9 A. There was a comment made which I find to  
10 be particularly interesting.

11 Q. I'm asking you first who are the other  
12 white employees who engaged in racist misconduct.  
13 You said Robert Johnson. Are there any other white  
14 employees who engaged in racist misconduct you're  
15 alleging directed at you in paragraph 39?

16 A. No.

17 Q. What facts support your allegation that  
18 Trinkwon engaged in racist misconduct directed at  
19 you?

20 A. Because after I was reassigned,  
21 [REDACTED] Vietri came to my office and made a comment  
22 saying with respect to my opportunity, he gave the  
23 black guy all the bad business, negative cases, lack  
24 of opportunity, something to that effect, but he  
25 definitely said black guy.

1 Q. Vietri said that to you?

2 A. Yes, he did.

3 Q. So you have a very vague recollection of  
4 that meeting, so I'd like to ask for some more  
5 details. First, you say after you were reassigned.  
6 Reassigned to what? When?

7 A. Account executive.

8 Q. So this is following your return from  
9 disability leave in January 2010?

10 A. That's accurate.

11 Q. What exactly did [REDACTED] Vietri come in and  
12 tell you?

13 A. As I had indicated, there was questions  
14 about what my opportunity was. [REDACTED] one of which  
15 came to my office, and trying to figure out what it  
16 is I was doing and why, asked -- he made a comment to  
17 the effect of giving the black guy all the bad  
18 business.

19 Q. Now, did [REDACTED] Vietri say that he had been  
20 the one who had given the black guy all the bad  
21 business?

22 A. No.

23 Q. So he was -- I guess I don't understand  
24 the context. Was he talking about somebody else?

25 A. He was talking about me and trying to

**Page 230**

1 figure out why it is I didn't get the opportunity he  
2 got.  
3 Q. And you're telling me now that that is the  
4 fact that supports your allegation that Trinkwon  
5 engaged in racial misconduct?  
6 A. I think it's certainly one of them.  
7 Q. What are the other facts that support your  
8 allegation that Trinkwon engaged in racist  
9 misconduct?  
10 A. I think the observations that were made  
11 regarding my race, especially prior to me entering  
12 the office.  
13 Q. Those are the comments in -- the three  
14 specific comments we discussed earlier from -- two of  
15 which were from before you moved to Atlanta in 2008  
16 in 2008 and one was Q1 2009?  
17 A. Correct.  
18 Q. What facts support your allegation that  
19 Robert Johnson engaged in racist misconduct directed  
20 at you?  
21 A. After a contentious meeting with  
22 Jeff Trinkwon regarding my opportunity, I left and  
23 made a left out of his office going back to mine, and  
24 he immediately proceeded out to the right toward  
25 Robert's office.

**Page 231**

1 Q. Okay. And that's the basis for your  
2 belief that Johnson engaged in racist misconduct  
3 directed at you?  
4 A. The two worked together.  
5 Q. Do you have any evidence to show that  
6 Johnson as opposed to Trinkwon engaged in any sort of  
7 racist misconduct directed at you?  
8 A. Not aside from what I've already noted.  
9 Q. But the only thing you noted was that  
10 following the meeting between you and Trinkwon,  
11 Trinkwon went to Robert Johnson's office?  
12 A. I also noted the e-mail that he sent. The  
13 e-mail that he sent.  
14 Q. I don't recall. What was the e-mail he  
15 sent?  
16 A. About working with Morehouse.  
17 Q. Wasn't that Trinkwon?  
18 A. (Witness shakes head negatively.)  
19 Q. An e-mail that Robert Johnson sent that  
20 you're talking about?  
21 A. Yes.  
22 Q. When was that?  
23 A. Prior to my transition.  
24 Q. Prior to your transition from Cleveland to  
25 Atlanta?

**Page 232**

1 A. Yeah.  
2 Q. Do you know -- so this would have been  
3 2008. Do you know when in 2008?  
4 A. You asked this question already. March or  
5 April.  
6 Q. And I just -- I must not recall. I  
7 apologize. But tell me more about the e-mail from  
8 March or April 2008.  
9 A. It was in response to my request for a  
10 transfer. And one of apparently the bright spots  
11 they saw in me coming to Atlanta was according to  
12 Robert, he would have somebody to work Morehouse.  
13 Q. And you had previously been working to  
14 help recruit new hires from Morehouse while you were  
15 in Cleveland, right?  
16 A. Yes.  
17 Q. And you did in fact continue that  
18 assignment when you came to Atlanta?  
19 A. I did.  
20 Q. So you went from working assisting  
21 recruiting the students from Morehouse when you were  
22 in Cleveland and transitioned to continue that work  
23 while you were in Atlanta?  
24 A. I did.  
25 Q. What other facts support your allegation

**Page 233**

1 that Robert Johnson engaged in racist misconduct  
2 directed at you?  
3 A. Those are the ones that stick out to me.  
4 Q. And to clarify, Robert Johnson is  
5 Jeff Trinkwon's supervisor?  
6 A. Yes.  
7 Q. So Jeff Trinkwon reported up to  
8 Robert Johnson?  
9 A. Correct.  
10 Q. What facts support your allegations that  
11 MetLife knew of any of the allegedly racist  
12 misconduct directed at you?  
13 A. I told them.  
14 Q. This is the complaint, the internal  
15 complaint?  
16 A. Yes.  
17 Q. In paragraph 40 of the complaint, you  
18 allege that notwithstanding MetLife's knowledge of  
19 Trinkwon's -- and you say the other white employee,  
20 but that's Robert Johnson; is that right?  
21 A. Yes.  
22 Q. That notwithstanding MetLife's actual  
23 knowledge of Trinkwon and Johnson's misconduct,  
24 MetLife negligently failed to ensure a work  
25 environment free of racial harassment.

**Page 234**

1 Are you talking here about the same  
2 conduct by Trinkwon and Johnson we just discussed for  
3 paragraph 39?  
4 A. That's correct.  
5 Q. And what facts support your allegation  
6 that MetLife negligently failed to ensure a work  
7 environment free of racial harassment?  
8 A. Because the behavior didn't change.  
9 Q. But you complained at least in April or  
10 March of 2010 to MetLife; is that right?  
11 A. Yes.  
12 Q. And they investigated your complaint?  
13 A. Yes.  
14 Q. And the investigator, Ms. Tate-Gowan,  
15 determined there was no evidence of racial  
16 discrimination?  
17 A. That's correct.  
18 Q. What was the harassment you're alleging in  
19 paragraph 40 that MetLife failed to eliminate from  
20 the workplace?  
21 A. I was still working racially biased  
22 assignments in addition to other sales opportunities  
23 that didn't hold much opportunity.  
24 Q. And how would MetLife fail to ensure the  
25 work environment was free from that racial harassment

**Page 235**

1 you told me about?  
2 A. It would have been nice if, number one, I  
3 had opportunities that everybody else had, but number  
4 two, if there wasn't such a focus on the black  
5 business.  
6 Q. When you say the focus on the, quote,  
7 black business, where -- am I correct you're talking  
8 about the three assignments we've discussed  
9 throughout today, Morehouse, Atlanta Life and  
10 [REDACTED]  
11 A. You're correct.  
12 Q. And you say there's a focus on those, but  
13 as I understand it, no sales through [REDACTED] i  
14 no sales to Atlanta Life; is that right?  
15 A. Or Morehouse, yeah.  
16 Q. Well, right. But -- and you did do  
17 recruiting at Morehouse, though?  
18 A. I did.  
19 Q. And that was something you had done while  
20 you were at Cleveland as well?  
21 A. Yes.  
22 Q. You also allege in paragraph 40 that  
23 MetLife's failure to ensure a work environment free  
24 from harassment, racial harassment, caused you to  
25 suffer pecuniary and emotional injuries.

**Page 236**

1 What are the pecuniary injuries you  
2 suffered as a result of MetLife's alleged failure?  
3 A. I wasn't able to earn the amount of money  
4 everybody else was.  
5 Q. And you also didn't sell as much business  
6 as everyone else; is that right?  
7 A. That's correct.  
8 Q. And if you had sold the same amount of  
9 business as everyone else, you would have earned the  
10 same amount of money as them?  
11 A. Yes.  
12 Q. What are the emotional injuries you  
13 suffered as a result of MetLife's alleged failure?  
14 A. Stress.  
15 Q. Tell me more.  
16 A. I went to a doctor because I was sweating  
17 heavily at night.  
18 Q. When was this?  
19 A. First quarter of 2010.  
20 Q. Who was that doctor?  
21 A. You have the records. I don't know off  
22 the top of my head.  
23 Q. You don't know the doctor's name?  
24 A. I can look it up.  
25 Q. How many times did you see that doctor?

**Page 237**

1 A. I went once for just an evaluation.  
2 Q. You didn't return?  
3 A. Well, once I received results that were  
4 negative of any problems, so to speak, I didn't have  
5 to go back, as far as I can imagine.  
6 Q. So the doctor's results indicated there  
7 was nothing wrong with you?  
8 A. Aside from stress, no.  
9 Q. How long do you feel that you were  
10 suffering from stress?  
11 A. Oh, it's a stressful job.  
12 Q. So you were -- it was a stressful job  
13 while you were in Cleveland?  
14 A. Yeah.  
15 Q. So from 2002, you would say it was a  
16 stressful job? That's when you started?  
17 A. (Witness nods head affirmatively.)  
18 Q. And that's when you were a sales rep?  
19 A. Yeah.  
20 Q. In Cleveland, that was stressful?  
21 A. That was stressful.  
22 Q. And then you became an account executive  
23 while you were in Cleveland; is that right?  
24 A. Yeah.  
25 Q. And that was stressful?

**Page 238**

1 A. Not as much, but it was.  
2 Q. Okay. And you then requested a transfer  
3 to the Atlanta office and began working as a client  
4 executive?  
5 A. Yes.  
6 Q. And that was stressful?  
7 A. Yeah.  
8 Q. And you were having medical issues in  
9 August, or let's say 2009, and that was stressful?  
10 A. Yes.  
11 Q. That caused you a lot of stress,  
12 medical-related issues?  
13 A. If not pain, certainly. If not stress,  
14 certainly pain, so I'd say both.  
15 Q. And you then took disability leave to have  
16 your knees taken care of; is that right?  
17 A. Yes.  
18 Q. Were you under some stress while you were  
19 out on leave?  
20 A. Yes.  
21 Q. And then when you returned from leave, you  
22 became account executive, and you had some stress  
23 then too?  
24 A. I did.  
25 Q. And you resigned from MetLife in July

**Page 239**

1 of 2010?  
2 A. Yeah.  
3 Q. And then you started working for another  
4 employer; is that right?  
5 A. Yes.  
6 Q. Selling insurance products?  
7 A. Yes.  
8 Q. That's also stressful?  
9 A. Yeah.  
10 Q. I'm going to go to count five of your  
11 complaint, which is the final count, which is good  
12 news for those of us who want to go home sometime  
13 soon.  
14 Count five of your complaint alleges  
15 intentional infliction of emotional distress. What  
16 facts support your claim for intentional infliction  
17 of emotional distress?  
18 A. I had my salary cut in half.  
19 Q. Anything else?  
20 A. That's a big one.  
21 Q. Anything else?  
22 A. Nothing that comes to mind right now.  
23 Q. And when you say your salary was cut in  
24 half, I think we discussed earlier that your -- your  
25 earnings at MetLife, and we're talking -- let's just

**Page 240**

1 try and focus on Atlanta -- your earnings at MetLife  
2 were based on base salary and incentive compensation  
3 commissions; is that right?  
4 A. Half.  
5 Q. I'm sorry. Which one's half?  
6 A. You're half right.  
7 Q. Tell me what's wrong about that statement.  
8 A. I was on guarantee for the first year.  
9 Q. Okay. So are you alleging that the being  
10 removed from the salary guarantee, is that the basis  
11 for your intentional infliction of emotional distress  
12 claim?  
13 A. The removal of my guarantee happened  
14 because I only had a one-year guarantee. The stress  
15 came in because I didn't have the ability to earn  
16 that or more or not even close to that.  
17 Q. Count five, I'm asking you what are the  
18 facts that support your claim, and you told me your  
19 salary was cut in half.  
20 A. Yeah. My earnings were cut in half.  
21 Q. Okay. Your earnings were cut in half.  
22 And we talked earlier that your earnings were in part  
23 base salary and incentive compensation commission; is  
24 that right?  
25 A. Yes.

**Page 241**

1 Q. And I understand that the first year you  
2 were in Atlanta, you were offered a guaranteed total  
3 compensation, and that only lasted a year?  
4 A. Correct.  
5 Q. And after that point, your earnings were  
6 based on your base salary and commissions?  
7 A. Yes.  
8 Q. And when you say your earnings were cut in  
9 half, are you talking about being removed from the  
10 first-year salary guarantee, or are you taking about  
11 something different?  
12 A. I'm talking about not having the ability  
13 to earn what I had been in years past based on the  
14 opportunities that were assigned to me.  
15 Q. So your base salary wasn't changed?  
16 A. No.  
17 Q. And you were taken off the first-year  
18 guarantee after the first year?  
19 A. Correct.  
20 Q. So are we talking about your commissions?  
21 Is that what we're talking about that changed?  
22 A. Yes.  
23 Q. How were your commissions cut in half?  
24 A. Because I hadn't had the opportunity to  
25 make as much.

1 Q. And the fact that you didn't have the  
2 opportunity to earn as much, that is the fact that  
3 serves as the basis for your intentional infliction  
4 of emotional distress claim?

5 A. Yes.

6 Q. Paragraph 45, you allege that MetLife by  
7 Trinkwon and with the assistance and/or acquiescence  
8 of other agents of MetLife, including Robert Johnson,  
9 intentionally engaged in conduct that was extreme and  
10 outrageous and that was certain to cause emotional  
11 distress to you and did in fact cause emotional  
12 distress to you.

13 First, who are the other agents of MetLife  
14 you list in paragraph 45?

15 A. Jeff Trinkwon and Robert Johnson.

16 Q. Okay. You have them listed specifically.  
17 Is there anybody beyond those two?

18 A. No.

19 Q. In paragraph 45 you list two ways by which  
20 MetLife allegedly inflicted emotional distress on  
21 you. One, fabricating allegations of unsatisfactory  
22 performance by you by placing you on a fabricated  
23 performance improvement plan, and then using that  
24 fabricated process that forced you to quit without  
25 notice or warning, without proper opportunity to

1 respond, and without proper investigation; and, two,  
2 by subjecting you to an ongoing racially hostile and  
3 demeaning work environment.

4 Before we talk about those two ways in  
5 which you believe MetLife allegedly inflicted  
6 emotional distress on you, are there any other bases  
7 for your claim for intentional infliction of  
8 emotional distress?

9 A. No.

10 Q. Let's talk about the specific allegations  
11 you do have. What facts support your assertion that  
12 your documented unsatisfactory performance and  
13 customer reviews were fabricated?

14 A. I never was provided any documentation.

15 Q. Never provided documentation of what, sir?

16 A. Complaints.

17 Q. You were provided documentation, pretty  
18 clear documentation your performance was  
19 unsatisfactory?

20 A. Based on numbers.

21 Q. You were provided documentation showing  
22 that your sales numbers were substantially below your  
23 goal?

24 A. Yeah.

25 Q. And you have no facts to support your

1 assertion that the poor customer reviews were  
2 fabricated?

3 A. I haven't seen anything.

4 Q. Now, assuming that the performance  
5 ratings, customer reviews were fabricated, as you  
6 allege, what evidence do you have that Trinkwon or  
7 Johnson fabricated those ratings to or with the  
8 intent to cause you emotional distress?

9 A. I haven't seen -- repeat the question, if  
10 you would.

11 Q. You allege that the performance ratings  
12 and customer reviews were fabricated. I'm saying,  
13 look, I'll assume they were fabricated. I'm not  
14 going to admit it yet, but I'm assuming they were for  
15 the purpose of this question.

16 What evidence do you have that Trinkwon  
17 and Johnson, who are the individuals we've talked  
18 about in this paragraph, fabricated those ratings or  
19 reviews with the intent to cause you emotional  
20 distress?

21 A. Well, if they're going to lie on me, it's  
22 for a purpose.

23 Q. Do you have any -- well, so you have no  
24 evidence to establish that it was done to cause you  
25 emotional distress?

1 A. I don't know what else they would do it  
2 for.

3 Q. But you don't know if they did in fact  
4 fabricate anything?

5 A. Like I say, I haven't seen any reports.

6 Q. You have no evidence to show that they did  
7 fabricate performance ratings or customer reviews?

8 A. I -- there was no performance rating  
9 conducted.

10 Q. What facts support your assertion that  
11 the February 2010 PIP was fabricated? PIP, sorry,  
12 that the performance improvement plan was  
13 fabricated?

14 A. Because Robert Johnson and Jeff Trinkwon  
15 sing my praises.

16 Q. And we talked about the performance  
17 improvement plan earlier, and the only part that you  
18 identified as being false was that you didn't agree  
19 that your performance was substandard; is that right?

20 A. Not in the areas aside from my numbers.

21 MS. MILLER: I'm sorry. What -- I  
22 couldn't hear.

23 THE WITNESS: I had substandard  
24 numbers.

25 MS. MILLER: Okay.

**Page 246**

1 THE WITNESS: Everything else was  
2 good.  
3 BY MR. KONN:  
4 Q. But you say here that the February 2010  
5 performance improvement plan was fabricated, and I'm  
6 asking you what facts support the allegation in your  
7 complaint?  
8 A. Being that I've got extreme high kudos  
9 from those two.  
10 Q. So you're alleging that people who, in  
11 your words, gave you extremely high kudos were  
12 discriminating against you on the basis of your race?  
13 A. And disability.  
14 Q. Does that sound a little inconsistent to  
15 you, Mr. Rowell?  
16 A. No.  
17 Q. So you think the February 2010 performance  
18 improvement plan, which you've agreed was accurate  
19 with the exception of your disagreement with, quote,  
20 substandard performance, was fabricated because you  
21 had previously received high kudos from Johnson and  
22 Trinkwon?  
23 A. They were thrilled with my performance  
24 until I told them I couldn't handle additional  
25 opportunity.

**Page 247**

1 Q. And the additional opportunity you've told  
2 me you couldn't handle were the ██████████ kelley  
3 accounts?  
4 A. Correct. Skelley.  
5 Q. We've talked about that at some length  
6 already. Do you have any evidence that, assuming the  
7 PIP was fabricated, which I'm not conceding, but  
8 assuming it was for purposes of this question, do you  
9 have any evidence that Trinkwon or Johnson fabricated  
10 the PIP with the intent to cause you emotional  
11 distress?  
12 MS. MILLER: I'm going to object.  
13 Asked and answered. You just asked that.  
14 MR. KONN: No. That was the  
15 performance ratings and customer reviews.  
16 MS. MILLER: Oh.  
17 MR. KONN: It's multiple components  
18 of this question.  
19 MS. MILLER: Okay.  
20 MR. KONN: I'm talking -- he alleges  
21 the PIP was also fabricated. Performance  
22 improvement plan, I apologize. Also  
23 fabricated.  
24 BY MR. KONN:  
25 Q. So I'm asking you, assuming it was

**Page 248**

1 fabricated, what evidence do you have that Trinkwon  
2 or Johnson fabricated it to cause you intentional  
3 emotional -- with the intent to cause you emotional  
4 distress?  
5 A. It's the first step to termination.  
6 Q. Anything else?  
7 A. No.  
8 Q. You allege that a process was fabricated  
9 in paragraph 45. What process are you alleging was  
10 fabricated?  
11 Bottom of page 19, beginning of page 20.  
12 Fabricated, using a fabricated process as a basis for  
13 terminating you. What's this -- "process" is a very  
14 vague word. I'm asking you what you mean by  
15 "process"?  
16 A. I was back from disability a month. The  
17 next thing I know, I'm on PIP.  
18 Q. So it's the performance improvement plan  
19 process you're alleging was fabricated?  
20 A. Yes.  
21 Q. And on what basis are you asserting that  
22 that process was fabricated?  
23 A. Because I was completely blind-sided from  
24 returning from disability to an assignment which was  
25 far from appealing after being offered a promotion.

**Page 249**

1 Q. Did you have any evidence to establish  
2 that the performance improvement plan process was  
3 fabricated?  
4 A. Nothing in addition to what I've already  
5 said.  
6 Q. That you were blind-sided by?  
7 A. Correct.  
8 Q. How was the performance improvement plan  
9 process used to force you to resign without notice or  
10 warning?  
11 A. It put me in a position where I had to hit  
12 a certain number or lose my job.  
13 Q. It gave you several months under the  
14 performance improvement plan to either hit the  
15 numbers; is that correct?  
16 A. It did.  
17 Q. And it wasn't just that you either -- the  
18 options actually were you either got to complete your  
19 2010 sales goal or some percentage of it or hit your  
20 2011 sales goal; is that right?  
21 A. You got that backwards.  
22 Q. Well, then you can explain it to me.  
23 A. It's just what you said, but opposite. I  
24 had to hit my 2010 goal, a percentage of my 2011 goal  
25 for 1/1.

**Page 250**

1 Q. By what?  
2 A. 1/1.  
3 Q. So you were provided with ten months  
4 within which to meet the standards laid out in the  
5 performance improvement plan?  
6 A. That's what that document says.  
7 Q. Was that what the -- was that explained to  
8 you?  
9 A. That's the initial part of it, yes.  
10 Q. And you resigned well before January 1,  
11 2011, didn't you?  
12 A. I did.  
13 Q. You alleged that you didn't have a proper  
14 opportunity to respond to any of these various things  
15 you allege were fabricated, and I just want to go  
16 through them.  
17 But it's my understanding that you did in  
18 fact have an opportunity to respond to and discuss  
19 your performance and customer reviews through your  
20 manager; is that right?  
21 A. I would imagine.  
22 Q. Yes, you did?  
23 A. Yes.  
24 Q. And you also had an opportunity to respond  
25 to and discuss the performance improvement plan with

**Page 251**

1 your manager?  
2 A. Yes.  
3 Q. In fact, you complained to MetLife's  
4 employment -- employee relations department that the  
5 performance improvement plan was discriminatory,  
6 didn't you?  
7 A. Yes.  
8 Q. And they investigated that complaint?  
9 A. Yes.  
10 Q. And they told you that it was not racially  
11 discriminatory?  
12 A. The complaint that I lobbied toward human  
13 resources after being put on PIP was that I didn't  
14 have enough time to hit the goal that they had put in  
15 front of me.  
16 Q. And you alleged that was racially  
17 discriminatory?  
18 A. I don't think I did, no.  
19 Q. No? How did the conduct you allege in  
20 paragraph 45 cause you emotional distress?  
21 A. I was facing termination after giving my  
22 all to a company for eight years.  
23 Q. So what was the emotional distress that  
24 you faced as a result of the conduct?  
25 A. Potentially losing my income.

**Page 252**

1 Q. And the performance improvement plan gave  
2 you through January of 2011 to hit those metrics,  
3 didn't it?  
4 A. Initially.  
5 Q. But you resigned in July of 2010?  
6 A. That's correct.  
7 Q. Five months -- sorry. Five months before  
8 your end of the time period to hit your goal?  
9 A. Yes.  
10 Q. So just to make sure I run through the  
11 various parts of paragraph 45, you have no evidence  
12 to establish that your performance or the customer  
13 reviews are fabricated?  
14 A. Aside from the fact that I wasn't given  
15 any evidence.  
16 Q. No evidence to establish that the  
17 performance improvement plan or its process was  
18 fabricated?  
19 A. The same.  
20 Q. And you did have an opportunity to respond  
21 to and discuss your performance, customer reviews and  
22 the performance improvement plan with your manager?  
23 A. Yes.  
24 Q. And you also got the opportunity to  
25 complain to MetLife that those things were

**Page 253**

1 discriminatory?  
2 A. Yes, I had that opportunity.  
3 Q. And you took advantage of that  
4 opportunity, and a full investigation was conducted?  
5 A. Yeah.  
6 Q. You complained?  
7 A. Yeah.  
8 Q. And the emotional distress you allege you  
9 suffered was that you would potentially lose your  
10 income in July -- as of January 1, 2011?  
11 A. In addition to the night sweats and  
12 exceeding loss of hair.  
13 Q. That's new. You've not told me that  
14 before regarding this charge, so let's go back and  
15 talk about those.  
16 So the emotional distress you're telling  
17 me is not just that you were potentially losing your  
18 income, you had night sweats?  
19 A. I already said that, yeah.  
20 Q. And loss of hair?  
21 A. Yeah, worsening.  
22 Q. And you think those are -- those are both  
23 the result of stress; is that your allegation?  
24 A. Yes.  
25 Q. And you went to the doctor regarding the



**Page 254**

1 night sweating issue?  
2 A. Yes, and the hair.  
3 Q. Okay. And the tests came back negative on  
4 the night sweating issue?  
5 A. You can't test for night sweating. You  
6 sweat or you don't. But as far as any abnormal  
7 levels of any chemicals or anything else in my body,  
8 that came back negative.  
9 Q. And that's the same for loss of hair?  
10 A. Correct.  
11 Q. And we also -- you've also talked a fair  
12 amount about the job you do just being stressful  
13 generally?  
14 A. Yes.  
15 Q. And that it was stressful from the time  
16 you started until the time you resigned?  
17 A. Yes.  
18 Q. And that it's stressful now in your new  
19 position with a different company?  
20 A. Yes.  
21 Q. Okay. I want to talk about paragraph 45.  
22 The second part of your claim for intentional  
23 infliction of emotional distress is that you were  
24 subjected to an ongoing racially hostile and  
25 demeaning work environment. What facts support that

**Page 255**

1 allegation?  
2 A. Their complaints and the constant  
3 discussion about my status as an employee.  
4 Q. You said the complaints. What do you  
5 mean, the complaints? You allege that it was an  
6 ongoing racially hostile and demeaning work  
7 environment at MetLife that was intentionally  
8 inflicting emotional distress, and I'm asking you  
9 what facts support the assertion, that allegation.  
10 You said the complaints. I don't -- it's  
11 not -- what do you mean? What are the complaints?  
12 A. The ones that I believe to be fabricated.  
13 Q. So you're talking about customer  
14 complaints?  
15 A. Yeah.  
16 Q. So the fact -- you believe that customer  
17 complaints were fabricated?  
18 A. I haven't seen any evidence to the  
19 contrary.  
20 Q. And that is the basis for your assertion  
21 that you were subjected to an ongoing racially  
22 hostile and demeaning work environment?  
23 A. As well as the fact that Jeff leaked  
24 confidential information to my peers.  
25 Q. And the confidential information you

**Page 256**

1 believe was leaked to your peers are the customer  
2 complaints?  
3 A. And from the service center.  
4 Q. And the service center is the national  
5 service center that conducts annual reviews of  
6 account executive and client executive performance by  
7 customers?  
8 A. Correct.  
9 Q. So the hostile and demeaning work  
10 environment you're alleging in paragraph 45 is based  
11 on the fact that you believe that there were  
12 fabricated customer complaints and that those  
13 customer complaints or customer survey results were,  
14 you say, leaked to your peers?  
15 A. Yes.  
16 Q. What about the customer complaints or the  
17 fact that they were, quote, leaked do you believe was  
18 done based on your race?  
19 A. I was in a hostile working environment.  
20 Q. What about it was hostile?  
21 A. The fact that people were constantly  
22 looking at me differently.  
23 Q. And they were looking at you differently  
24 because they now knew that some of the customers had  
25 complained about you and that you were -- the survey,

**Page 257**

1 they had seen the survey results?  
2 A. They were aware of them.  
3 Q. But not because you're black?  
4 A. Aside from the comments that are made, no.  
5 Q. How did the fabricated customer -- your  
6 alleged fabricated customer complaints, the fact that  
7 customer complaint information was, quote, leaked  
8 cause you emotional distress?  
9 A. Because people were looking at me  
10 differently.  
11 Q. And how did that cause you emotional  
12 distress?  
13 A. Because they were all looking at me the  
14 same. There was tension there.  
15 Q. Was there anything about the work  
16 environment that was racially demeaning?  
17 A. No.  
18 Q. People using racial slurs?  
19 A. No.  
20 Q. Do you have any facts to support your  
21 allegation that the client complaints were fabricated  
22 or that the customer surveys were leaked with the  
23 intent to cause you emotional distress?  
24 A. I don't have evidence to that, no.  
25 Q. Do you have any evidence to establish it

1 was either Trinkwon or Johnson who allegedly  
 2 fabricated the customer complaints?  
 3 A. As far as I was told, that's where it came  
 4 from was Jeff.  
 5 Q. Who told you that?  
 6 A. [REDACTED]  
 7 Q. Who's [REDACTED] that's who we  
 8 talked about. I apologize for going over it again.  
 9 What facts do you have to establish  
 10 Robert Johnson fabricated customer complaints against  
 11 you?  
 12 A. That.  
 13 Q. Do you have any evidence that  
 14 Robert Johnson leaked customer survey information  
 15 about you?  
 16 A. No.  
 17 Q. So you have no evidence that Johnson  
 18 engaged in the activity you believe was creating the  
 19 hostile work environment?  
 20 A. Aside from the fact that assignments  
 21 flowed from him through Jeff to me, no.  
 22 Q. But that's not the hostile work  
 23 environment claim, as I understand it. That's the  
 24 race discrimination, you felt the assignments were  
 25 discriminatory, or is that not the case?

1 A. Part of the hostile environment is people  
 2 wondering what it is I was doing and why.  
 3 Q. Do you have any evidence to support your  
 4 assertion that Johnson was the one who was assigning  
 5 you accounts?  
 6 A. Jeff did very little without Robert's  
 7 approval.  
 8 Q. And Robert was Jeff's direct supervisor?  
 9 A. Yes.  
 10 Q. So your evidence that Johnson assigned you  
 11 accounts is simply that he approved Jeff's assignment  
 12 of the accounts?  
 13 A. He directed Jeff, as far as I'm aware.  
 14 Q. So you have evidence that he directed Jeff  
 15 to assign accounts to you?  
 16 A. I don't have solid evidence, no.  
 17 Q. Do you have any evidence?  
 18 A. You would have to ask Jeff.  
 19 Q. So you have no evidence of that?  
 20 A. Just what I observed.  
 21 Q. And what did you observe?  
 22 A. That Jeff didn't do anything without  
 23 talking to Robert.  
 24 Q. So that Jeff, Mr. Trinkwon, received  
 25 approval from his supervisor when he was assigning

1 accounts?  
 2 A. More than approval. He received  
 3 direction.  
 4 Q. What evidence do you have that Mr. Johnson  
 5 directed Mr. Trinkwon to assign you accounts?  
 6 A. Because after conversations, Jeff would  
 7 immediately go to Robert.  
 8 Q. So after being assigned to accounts, he  
 9 would go speak with Robert Johnson?  
 10 A. That's not what I said. After  
 11 conversations.  
 12 Q. And I'm asking you if you have any  
 13 evidence to support what you just told me, that  
 14 Robert Johnson was the one that was actually  
 15 assigning you accounts?  
 16 A. I don't have evidence to support that, no.  
 17 Q. What evidence supports your assertion in  
 18 paragraph 48 that you have suffered and continue to  
 19 suffer severe emotional distress as a result of  
 20 MetLife's conduct?  
 21 A. Because I'm not making the money I was  
 22 making before.  
 23 Q. So it's not that you're suffering severe  
 24 emotional distress, you're just making less money?  
 25 A. That's stressful.

1 Q. But nothing apart from the fact that  
 2 you're making less money?  
 3 A. And the toll it's taken to put this  
 4 together, no.  
 5 Q. Put what together?  
 6 A. This information.  
 7 Q. Do you mean this case?  
 8 A. Yeah.  
 9 Q. So this litigation you think is taking a  
 10 toll on you?  
 11 A. It had.  
 12 Q. It had. It's not anymore?  
 13 A. No.  
 14 Q. So to go back, the emotional distress you  
 15 told me you have suffered and continue to suffer, is  
 16 your allegation, is that you're now making less  
 17 money?  
 18 A. Yes.  
 19 MR. KONN: Let's take a break.  
 20 MS. MILLER: Do you have any idea how  
 21 much longer you will be, because I'm going  
 22 to have to do some follow-up?  
 23 THE VIDEOGRAPHER: The time is  
 24 5:51 [sic] p.m. We're now off the record.  
 25 (A recess was taken.)

**Page 262**

1 THE VIDEOGRAPHER: Stand by, please.  
2 The time is 6:05 [sic] p.m. We are now on  
3 the record.  
4 BY MR. KONN:  
5 Q. Mr. Rowell, I noticed you're wearing a  
6 MetLife employee name tag. Any reason you're wearing  
7 that today?  
8 A. Just a reminder.  
9 Q. Of what?  
10 A. The time I put in.  
11 Q. Do you wear that every day, sir?  
12 A. No.  
13 Q. Have you at any point since the time you  
14 resigned from MetLife in July 2010 worn that name  
15 tag?  
16 A. No.  
17 Q. Until today?  
18 A. Correct.  
19 Q. So you haven't gone to any client  
20 meetings, met with any brokers or anyone really  
21 wearing that name tag other than today?  
22 A. No.  
23 Q. And you felt like wearing it today just as  
24 a reminder?  
25 A. Correct.

**Page 263**

1 Q. To you?  
2 A. And all who took notice.  
3 Q. Okay. I don't think I can dispute, sir,  
4 that you worked for MetLife.  
5 A. I've got a bunch more of these.  
6 Q. And we'll actually request you return  
7 those to us, but you and I can talk about that later.  
8 You were hired, sir, in July 2002 to work  
9 as sales trainee in MetLife's employee benefits sales  
10 group in Cleveland, Ohio; is that right?  
11 A. Yes.  
12 Q. And a few months later, in November 2002,  
13 you became a sales representative in the Cleveland,  
14 Ohio office responsible for small markets accounts;  
15 is that right?  
16 A. Yes.  
17 Q. And small markets accounts are accounts  
18 with less than 500 employees, with servicing client  
19 businesses of less than 500 employees?  
20 A. You can say that.  
21 Q. What would you say it is?  
22 A. It fluctuated from a thousand to 500.  
23 Q. And didn't -- in November 2002 when you  
24 became a sales representative, what was it, or did it  
25 fluctuate the whole time you were selling?

**Page 264**

1 A. It was a thousand when I was hired.  
2 Q. And after several years in Cleveland, Ohio  
3 working in the employee benefit sales group, you  
4 became an account executive; is that right?  
5 A. Correct.  
6 Q. That would have been in September 2006?  
7 A. Sounds right.  
8 Q. And as an account executive, you were  
9 responsible for mid-large accounts; is that right?  
10 A. Yes.  
11 Q. And mid-large markets generally are  
12 accounts where the employers have 500 to 15,000  
13 employees?  
14 A. At that time, it was 25.  
15 Q. Sorry. On which end was the cap?  
16 A. The high end was 25,000.  
17 Q. 25,000?  
18 A. Yes.  
19 Q. And the low end was a thousand or 500?  
20 A. Upon transition, it was 500.  
21 Q. Okay. But it's safe to say that as a  
22 sales rep, you're working with smaller clients; then  
23 when you became an account executive, you were  
24 working with much larger clients?  
25 A. Yes.

**Page 265**

1 Q. And generally that's called working in the  
2 mid-large market?  
3 A. Correct.  
4 Q. And as an account executive in benefits  
5 sales group, you were primarily responsible for  
6 selling group insurance plans to new business  
7 customers; is that right?  
8 A. Yes.  
9 Q. And after a few more years in Cleveland in  
10 the sales group, you requested a transfer to the  
11 Atlanta office; is that right?  
12 A. Yes.  
13 Q. And when you first requested that  
14 transfer, you were informed that there were no  
15 positions available; is that right?  
16 A. Yes.  
17 Q. Do you recall when you first requested a  
18 transfer from Cleveland to Atlanta?  
19 A. Not off the top of my head.  
20 Q. Do you recall if it was before, or how  
21 many months before it was that you actually  
22 transferred?  
23 A. I don't recall.  
24 Q. Is it safe to say that you requested that  
25 transfer as early as January 2008 or earlier?

**Page 266**

1 A. Yeah, right around there.  
2 Q. And that's when you were informed that  
3 there were no opportunities in the Atlanta office at  
4 that time?  
5 A. Yes.  
6 Q. And you continued to request the transfer  
7 to Atlanta; is that right?  
8 A. Possibly.  
9 Q. And eventually there was actually an  
10 opening in the Atlanta office, but it was for a  
11 client executive, not an account executive; is that  
12 right?  
13 A. Correct.  
14 Q. And that was also for the mid-large  
15 markets group?  
16 A. Yes.  
17 Q. And you were offered the opportunity?  
18 A. Yes.  
19 Q. And MetLife agreed to transfer you from  
20 the Cleveland office of benefit sales to the Atlanta  
21 office of benefit sales to work as a client  
22 executive?  
23 A. They did.  
24 Q. And you accepted that opportunity?  
25 A. Yes.

**Page 267**

1 Q. And you were aware when you accepted that  
2 opportunity that the client executive position was  
3 different than the account executive position?  
4 A. Yes.  
5 Q. And client executives are primarily  
6 responsible for managing existing group insurance  
7 client relationships; is that right?  
8 A. Yes.  
9 Q. So in that position you would be working  
10 directly with current clients to ensure they renew  
11 their insurance policies and attempting to sell them  
12 additional insurance, additional lines of coverage?  
13 A. That's correct.  
14 Q. And you would not be selling them group  
15 insurance plans to new customers like you had done as  
16 an account executive?  
17 A. Yes.  
18 Q. And you were also aware when you took the  
19 executive client position that client executives are  
20 on a set salary plus commission; is that right?  
21 A. Yes.  
22 Q. And you started in the new position as a  
23 client executive in Atlanta in July -- on July 1,  
24 2008; is that right?  
25 A. I was in Atlanta in June.

**Page 268**

1 Q. You started working in Atlanta in June?  
2 A. Yeah.  
3 (Exhibit 11 was marked for  
4 identification.)  
5 BY MR. KONN:  
6 Q. Mr. Rowell, you've been provided with  
7 what's now been marked as Rowell Deposition Exhibit  
8 Number 11. Do you recognize this document, sir?  
9 A. I do.  
10 Q. This is the letter that was sent to you by  
11 Jeff Trinkwon on June 16th, 2008, informing you that  
12 as a result of you accepting the client executive  
13 position, certain things would happen; is that right?  
14 A. Yeah.  
15 Q. And you received this letter?  
16 A. I did.  
17 Q. And the first bullet point here, is it  
18 effective the -- sorry. Before that it says in that  
19 first full paragraph that you would be accepting the  
20 position effective July 1, 2008, and you were telling  
21 me that you actually started that position before  
22 July 1, 2008?  
23 A. I was in Atlanta in June because if I'm  
24 not mistaken, he walked this letter to me.  
25 Q. So you were already working as a client

**Page 269**

1 executive before July 2008?  
2 A. My transfer occurred mid June.  
3 Q. I'm going to walk you through the various  
4 components of your transfer, okay?  
5 A. Okay.  
6 Q. So other than the fact that you've started  
7 before July 1, 2008, any other disputes that this  
8 letter outlines your transition from client executive  
9 to account executive?  
10 A. Say it again.  
11 Q. Do you dispute that any -- that any --  
12 sorry. Let's just start again, okay?  
13 You did not start your new position in  
14 July 1, 2008; you started a little before that, as  
15 far as you recall?  
16 A. I was on a client executive salary  
17 effective July 1st, 2008.  
18 Q. So you were still on your account  
19 executive salary. Were you still doing account  
20 executive work prior to July 1?  
21 A. I was transitioning --  
22 Q. Okay.  
23 A. -- in June.  
24 Q. So was the transition effective July 1?  
25 A. Yes.

**Page 270**

1 Q. And then effective July 1, you were placed  
2 entirely on client executive compensation?  
3 A. Yes.  
4 Q. And as part of that, your annual base  
5 salary was set at \$65,000?  
6 A. Correct.  
7 Q. And you were also -- because typically you  
8 have a base salary and you also have commission; is  
9 that right?  
10 A. Yes.  
11 Q. And because Jeff, or Mr. Trinkwon, at  
12 MetLife wanted to give you time to acclimate to the  
13 new position, they gave you a one-year salary  
14 guarantee; is that right?  
15 A. They did.  
16 Q. And doing the rough math, you were  
17 guaranteed from July 2008 through the end of  
18 June 2009 to receive a minimum payment where it says  
19 minimum payment of \$12,000.83 a month; is that right?  
20 A. Kind of.  
21 Q. Why only kind of?  
22 A. If you read the first two sentences, one  
23 from each bullet, effective 7/1/08, your base salary  
24 will be 65,000 annually, which will be payable in  
25 semimonthly -- payable semimonthly, excuse me.

**Page 271**

1 Q. Uh-huh.  
2 A. The second bullet says, you'll receive a  
3 guaranteed payment beginning 7/1/08 through 6/30/09  
4 in the amount of \$12,083 payable monthly in the last  
5 payroll of the month.  
6 Q. Uh-huh.  
7 A. As I pointed out to Jeff when I first read  
8 this, they were paying me too much.  
9 Q. Well, that depends on your reading, sir,  
10 but the \$12,000.83 -- \$12,083 was the minimum salary  
11 that MetLife said they would guarantee to you during  
12 the first year to allow you to acclimate; is that  
13 right?  
14 A. The agreement was that I would make  
15 \$145,000 for the first year as a client executive,  
16 which is roughly the same I made as an account  
17 executive the year prior.  
18 Q. So MetLife guaranteed you that during your  
19 first year you were working as a client executive, to  
20 help you acclimate to that position, you would be  
21 receiving approximately \$145,000 in salary?  
22 A. That was what was supposed to happen.  
23 Q. Did that not happen?  
24 A. They paid me too much.  
25 Q. So you made more than \$145,000 that year?

**Page 272**

1 A. The first check was scheduled for 210,000.  
2 Q. I'm asking you if MetLife paid you  
3 \$145,000 during the first year you were a client  
4 executive?  
5 A. Yes, they did.  
6 Q. And that guarantee of \$12,083 a month was  
7 scheduled to end at the end of June 2009; is that  
8 right?  
9 A. No.  
10 Q. It was not?  
11 A. The difference between 65,000 annually and  
12 the 12,000 monthly is what ended.  
13 Q. So the guarantee above your \$65,000 annual  
14 salary was scheduled to end at the end of June 2009?  
15 A. I received an \$80,000 reduction in income.  
16 Q. And you received the reduction income  
17 because the guarantee ended?  
18 A. Yes.  
19 Q. As was the plan. It was only going to be  
20 in effect for a year?  
21 A. Correct.  
22 Q. And you understood that when you accepted  
23 the position?  
24 A. Yes.  
25 Q. And you understood, as we explained to you

**Page 273**

1 in this letter, that when you moved to Atlanta and  
2 took the new position, that new sales goals would be  
3 set for you when you arrived in Atlanta; is that  
4 right?  
5 A. Yes.  
6 Q. And your 2009 sales goal was set at  
7 approximately six and a half million dollars?  
8 A. Correct.  
9 Q. And that was set by Jeff Trinkwon?  
10 A. Yes.  
11 Q. As part of your relocation or transfer  
12 from Cleveland to Atlanta, you were also provided  
13 \$28,500 of relocation benefits; is that right?  
14 A. Yes.  
15 Q. When you began working in Atlanta, your  
16 manager was Jeff Trinkwon?  
17 A. Correct.  
18 Q. And he was the regional director mid-large  
19 markets in your office?  
20 A. Until his title changed to zone director,  
21 that's correct.  
22 Q. When he started, he was a regional  
23 director?  
24 A. That's right.  
25 Q. And Trinkwon supervised several client

1 executives?

2 A. Myself and ■Ryan.

3 Q. So two. You were one of two client  
4 executives in the office?

5 A. That's correct.

6 Q. And he supervised several account  
7 executives?

8 A. He did.

9 Q. And when you began working as a client  
10 executive, Jeff Trinkwon assigned you multiple  
11 clients; is that right?

12 A. Yes.

13 Q. And several of those clients came from the  
14 other client executive, ■Ryan; is that right?

15 A. Yes.

16 Q. And ■Ryan set up meetings with you to  
17 help transition those cases to you?

18 A. No. I think there was one.

19 Q. So you had at least one meeting with  
20 ■Ryan where he helped to transition cases that had  
21 been assigned from him to you?

22 A. Correct.

23 Q. In May 2009, Jeff Trinkwon offered you  
24 additional client opportunities; is that right?

25 A. No. I may have a misspoke. There may

1 have been three I got.

2 Q. Sorry, what's that?

3 A. There may have been more than three cases,  
4 one to three cases that I got in addition.

5 (Exhibit 12 was marked for  
6 identification.)

7 BY MR. KONN:

8 Q. Mr. Rowell, you've been handed what's now  
9 been marked as Rowell Deposition Exhibit 12. Do you  
10 recognize this?

11 A. I do, yes.

12 Q. This is an e-mail exchange between you and  
13 Jeff Trinkwon; is that right?

14 A. Yes.

15 Q. Dated May 12th, 2009?

16 A. Correct.

17 Q. And what was the basis for your e-mail,  
18 which is a pretty lengthy e-mail, to Mr. Trinkwon on  
19 that day? It looks like it's titled "Yesterday," so  
20 what did you two talk about the day before?

21 A. Nothing.

22 Q. Okay. What did you talk about that led  
23 you to write this e-mail?

24 A. There wasn't any conversation between he  
25 and I, which is why I wrote the e-mail.

1 Q. So prior to writing this e-mail, Trinkwon  
2 had not offered you any additional client  
3 opportunities?

4 A. There was some shuffling in 2008, but in  
5 2009 I didn't receive any additional opportunities  
6 until I was offered the promotion.

7 Q. So what led you to write this e-mail?

8 A. It was important for me to know how Jeff  
9 felt and why I transitioned to Atlanta.

10 Q. Was there any specific concern of yours?

11 A. Not that I recall, no.

12 Q. Were you concerned that he didn't think  
13 you were doing a good job as a client executive?

14 A. No.

15 Q. You do write that you hope he's okay with  
16 the job you're doing. You weren't concerned that he  
17 wasn't okay with the job you were doing?

18 A. No.

19 Q. You say you made a mistake by reaching out  
20 to Robert, I assume Robert Johnson, before you  
21 reached out to him. What did you reach out to  
22 Robert Johnson about?

23 A. About the reason why I transferred.

24 Q. And prior to sending this e-mail to  
25 Mr. Trinkwon, you had not turned down any

1 opportunities?

2 A. No.

3 Q. Do you have any reason to believe that  
4 Mr. Trinkwon doubted your dedication to the job?

5 A. No.

6 Q. Were you taking a lot of time away from  
7 work before you sent this e-mail?

8 A. No.

9 Q. So I'm -- just to make sure, the only  
10 reason you sent this lengthy e-mail is because you  
11 wanted Mr. Trinkwon to understand why you moved to  
12 Atlanta?

13 A. Yes.

14 Q. Did you all discuss this, you and  
15 Mr. Trinkwon, after you sent it?

16 A. He told me that he had a relative, I  
17 believe it was his father, who was a soldier and they  
18 did a book that he was going to give me.

19 Q. So after the meeting, Mr. Trinkwon  
20 actually offered you additional work?

21 A. The only additional work --

22 Q. Oh, book. You mean like a written, a  
23 book --

24 A. Yeah.

25 Q. -- not a book of business?

**Page 278**

1 A. Correct.  
2 Q. Sorry.  
3 A. No problem.  
4 Q. So you were assigned a number of clients  
5 as a client executive when you began in July 2008; is  
6 that right?  
7 A. Yeah.  
8 Q. And then in -- were you assigned at any  
9 other point prior to July 2009 additional accounts or  
10 clients?  
11 A. I don't recall.  
12 Q. But in July 2009, Jeff Trinkwon did offer  
13 you additional opportunities; is that right?  
14 A. Yes.  
15 Q. Can you tell me about that?  
16 A. He offered me ██████████kelley's territory.  
17 Q. And ██████████kelley was an account  
18 executive?  
19 A. Yes.  
20 Q. And Trinkwon offered you all of her  
21 accounts?  
22 A. More or less, yes.  
23 Q. And why did you turn them down?  
24 A. Because I was physically unable to do it.  
25 Q. How were you physically unable to do it,

**Page 279**

1 sir?  
2 A. I had trouble sitting, standing, walking.  
3 Q. Is this like your knee injury?  
4 A. Knees.  
5 Q. Knees, okay. So you turned down the  
6 opportunity Mr. Trinkwon had offered you in  
7 July 2009?  
8 A. Correct.  
9 Q. If you had accepted the opportunity, you  
10 would have had more clients to service?  
11 A. Yeah.  
12 Q. And you would have had more opportunity to  
13 sell new products?  
14 A. I accepted that opportunity.  
15 Q. But initially you turned it down?  
16 A. Right.  
17 Q. But if you had accepted it --  
18 A. I did.  
19 Q. -- you would have had all the -- you did?  
20 And as a result, you had more clients to service?  
21 A. Not necessarily.  
22 Q. You were -- you just told me you would  
23 have been assigned Ms. Skelley's territory, and that  
24 would have included all her accounts; is that right?  
25 A. Yeah.

**Page 280**

1 Q. And Ms. Skelley was account executive?  
2 A. She was.  
3 Q. And you were in fact assigned those  
4 accounts?  
5 A. No.  
6 Q. No. So you turned down the opportunity,  
7 and then you just told me you accepted it, but now  
8 you're telling me you didn't get the opportunity; is  
9 that correct?  
10 A. Yes.  
11 (Exhibit 13 was marked for  
12 identification.)  
13 BY MR. KONN:  
14 Q. Mr. Rowell, you've been handed what's been  
15 marked as Rowell Deposition Exhibit Number 13. I  
16 just want you to look really at the first page of  
17 that. It's an e-mail exchange between you and  
18 Mr. Trinkwon. I gave you the entire e-mail just so  
19 there wasn't any concern that we weren't getting a  
20 full document, but I'm really just interested in that  
21 first -- the final e-mail there between you and  
22 Mr. Trinkwon.  
23 He says in one of the paragraphs here, in  
24 thinking through a new alignment for our team, I  
25 might need you to take on some new responsibilities.

**Page 281**

1 I know you're up to the challenge. It's a little too  
2 early to discuss, but I think you'll like my ideas.  
3 I will bring you up to speed when I am able to do so.  
4 Did you and Mr. Trinkwon discuss you  
5 taking on additional responsibilities?  
6 A. Yes.  
7 Q. And what were those responsibilities?  
8 A. ██████████kelley's territory.  
9 Q. So this e-mail was regarding --  
10 A. ██████████kelley's territory.  
11 Q. This e-mail's regarding ██████████kelley's  
12 territory?  
13 A. Yeah.  
14 Q. And as we've discussed, you initially said  
15 you didn't want to take on those opportunities.  
16 A. Correct.  
17 Q. Another account executive resigned I think  
18 around July 2009, ██████████ ██████████pll. Are you  
19 familiar with her?  
20 A. I met her once.  
21 Q. Were you -- were you offered any of her  
22 accounts when she resigned?  
23 A. No.  
24 Q. Was she an account executive or client  
25 executive?

**Page 282**

1 A. Account.  
2 Q. Account executive. Were you offered any  
3 other account -- account responsibilities by  
4 Mr. Trinkwon?  
5 A. No.  
6 Q. In July 2009, Mr. Trinkwon offered you the  
7 opportunity to become an account executive; is that  
8 right?  
9 A. Yes.  
10 Q. And you turned him down; is that right?  
11 A. Correct.  
12 Q. And you turned him down because you didn't  
13 want to work later on weekends; is that right?  
14 A. I turned him down because I had problems  
15 with my knees.  
16 Q. And you were an account executive in  
17 Cleveland; is that right?  
18 A. Yes.  
19 Q. And as I understand it, you were making  
20 about \$145,000 a year in Cleveland as an account  
21 executive?  
22 A. Yeah.  
23 Q. And you were essentially going  
24 to -- Mr. Trinkwon offered you the same position,  
25 except you would now be doing it in Atlanta?

**Page 283**

1 A. Yeah.  
2 (Exhibit 14 was marked for  
3 identification.)  
4 (Off-the-record discussion.)  
5 BY MR. KONN:  
6 Q. Mr. Rowell, you've been handed what's been  
7 marked as Rowell Deposition Exhibit 14. It's an  
8 e-mail exchange between you and Robert Johnson and  
9 Jeff Trinkwon, who's copied on a piece of this,  
10 titled "AE Position in Atlanta." You sent this  
11 e-mail to Jeff Trinkwon after you turned down the  
12 opportunity he presented to you to work as an account  
13 executive?  
14 A. Correct.  
15 Q. And you say right in here that you've  
16 always wanted the account executive job in Atlanta?  
17 A. Yeah.  
18 Q. All right. But for personal reasons, you  
19 couldn't take it at that time?  
20 A. Correct.  
21 Q. And the personal reasons were what?  
22 A. My knees.  
23 Q. Personal issues?  
24 A. My knees.  
25 Q. But you did want in fact to become an

**Page 284**

1 account executive in Atlanta?  
2 A. Correct.  
3 Q. And if you'd accepted that account  
4 executive position in July 2009, you would have had  
5 the opportunity to sell to new clients just like you  
6 did when you were in Cleveland?  
7 A. Correct.  
8 Q. And when you were in Cleveland, you said  
9 you were pretty successful, you were making about  
10 \$145,000 a year?  
11 A. Yeah.  
12 Q. Were you presented with any other  
13 opportunities for new clients, Mr. Rowell?  
14 A. No.  
15 Q. At some point you told Jeff Trinkwon you  
16 wanted to look at the cases before you decided  
17 whether or not to take an opportunity. Do you recall  
18 that?  
19 A. Yes.  
20 Q. What opportunity was that?  
21 A. The same one. It was a variation of that  
22 one.  
23 Q. What opportunity was that?  
24 A. Account executive.  
25 Q. So we're talking about the account

**Page 285**

1 executive opportunity. So before you denied or said  
2 you didn't want to take the position, you asked in  
3 fact to look at the clients first?  
4 A. There was two offers. The first was  
5 ██████████ Kelley's exact territory.  
6 Q. Okay.  
7 A. Then there was a modified offer.  
8 Q. What was the modified offer?  
9 A. That's what I was hoping to find out.  
10 Q. So when you were offered ██████████ Kelley's  
11 territory, was that also a transition from a client  
12 executive to account executive?  
13 A. Yes.  
14 Q. So if you would change from client  
15 executive to account executive -- sorry. If you  
16 accepted ██████████ Kelley's territory, you'd actually  
17 become account executive at that time?  
18 A. Yes.  
19 Q. And you turned that down?  
20 A. Yes.  
21 Q. And then not much later, in July 2009, you  
22 were just outright offered the opportunity to become  
23 account executive; is that right?  
24 A. Yes.  
25 Q. And that you turned down for personal



**Page 286**

1 reasons?  
2 A. As I told Jeff, it was my knees.  
3 Q. But before you turned it down, you asked  
4 to take a look at the clients?  
5 A. Yes.  
6 Q. And did you take a look at the clients?  
7 A. No.  
8 Q. You just turned it down?  
9 A. I accepted it.  
10 Q. Sorry. You told me you turned it down  
11 because of your knees.  
12 A. And then I was told that I had to take it  
13 or find a new job.  
14 Q. So you ultimately accepted the position  
15 change from client executive to account executive?  
16 A. Well, it would have been, yeah.  
17 Q. Sorry. What would have been?  
18 A. They put me in a position where I take a  
19 job that they weren't ready for me to take.  
20 Q. So you were actually -- so you were  
21 offered the job. You asked to look at the clients  
22 before you made a decision, and then you turned down  
23 the job?  
24 A. I was offered a job. I turned it down. I  
25 was offered it again. I turned it down in the same

**Page 287**

1 meeting he told me I could take it or find a new job.  
2 Q. When was that meeting?  
3 A. I don't have the date.  
4 Q. Would that meeting have been before your  
5 e-mail that's marked as Rowell Deposition Exhibit 14,  
6 July 28th, 2009?  
7 A. It was.  
8 Q. You mean it was before that?  
9 A. Yes.  
10 Q. And as a result of that meeting, you  
11 actually did agree to take the position?  
12 A. I did.  
13 Q. If you want to look back at Number 14, it  
14 looks like you're saying that you're not taking the  
15 position; am I incorrect in that?  
16 A. I want to make sure that I give the job  
17 the time that it needs.  
18 Q. Okay. So you had at this point accepted  
19 the account executive position in Atlanta?  
20 A. What would have been.  
21 Q. It would have been, but you took leave  
22 before the change was made?  
23 A. Yes.  
24 Q. And the account executive position in your  
25 own words is, quote, the job you've always wanted?

**Page 288**

1 A. Yes.  
2 Q. So before you were able to be changed from  
3 being client executive to an account executive, you  
4 took a leave of absence?  
5 A. I went on disability.  
6 Q. So in August 2009, not long after you  
7 turned down the █████kelley book of business and  
8 the additional client executive opportunity, you  
9 requested to go out on a leave of absence; is that  
10 right?  
11 A. Requested to work from home.  
12 Q. Requested to work from home? As I  
13 understand it, you had major knee surgery; is that  
14 right?  
15 A. I had knee surgery, yes, both of them.  
16 Q. And you were told by your doctor that you  
17 would not be able to return to work until January  
18 of 2011, or 2010?  
19 A. That was what disability approved me for,  
20 yes.  
21 Q. And when you told your -- Robert Johnson  
22 and Jeff Trinkwon that you needed knee surgery, they  
23 were supportive of you going out on leave, weren't  
24 they?  
25 A. They wanted to confer with HR.

**Page 289**

1 Q. But they supported your decision to get  
2 your knees taken care of, that your health was the  
3 most important thing they were concerned about?  
4 A. That's what they said.  
5 Q. Do you have any reason to believe that  
6 wasn't the case?  
7 A. No.  
8 Q. And MetLife accommodated your request, and  
9 you went out on an extended leave of absence; is that  
10 right?  
11 A. I took the disability they told me to  
12 take.  
13 Q. So you took disability leave while you  
14 were at MetLife?  
15 A. Yes.  
16 Q. So your leave started in August 2009?  
17 A. September 1st.  
18 Q. September 1st. And you were gone for four  
19 months?  
20 A. Correct.  
21 Q. Through January 4, 2010?  
22 A. Yes.  
23 Q. As I understand during that time, a number  
24 of account executives left the Atlanta office; is  
25 that right?

**Page 290**

1 A. (Witness shakes head negatively.)  
2 Q. That's not the case?  
3 A. No.  
4 Q. While you were out on leave, really  
5 towards the end of your leave, you and Trinkwon  
6 discussed you changing from client executive to an  
7 account executive; is that right?  
8 A. Yes.  
9 Q. So effective when you returned from leave,  
10 you were -- would be a client executive -- sorry,  
11 account executive?  
12 A. Correct.  
13 Q. The position you wanted?  
14 A. Yeah.  
15 Q. And now your knees had been taken care of?  
16 You had the surgery, you recovered?  
17 A. Both of them.  
18 Q. So you no longer had any personal issues  
19 that would prevent you from being an account  
20 executive?  
21 A. That's correct.  
22 (Exhibit 15 was marked for  
23 identification.)  
24 BY MR. KONN:  
25 Q. Mr. Rowell, you've been handed what's now

**Page 291**

1 been marked as Rowell Deposition Exhibit Number 15,  
2 an e-mail dated January -- December 14th, 2009, from  
3 you to Jeff Trinkwon and Robert Johnson. Do you  
4 recall sending this e-mail, sir?  
5 A. I do.  
6 Q. And the first thing you say is that you're  
7 thankful that both Robert Johnson and Jeff Trinkwon  
8 supported your time off on disability; is that right?  
9 A. Yes.  
10 Q. And you were letting them know that your  
11 doctor was letting you -- clearing you to return to  
12 work as of January 1?  
13 A. Correct.  
14 Q. And you say later on that not only have I  
15 been able to address the issues with your knees but  
16 also, and in all caps, all personal issues that have  
17 previously plagued me.  
18 I want you to tell me about the other  
19 personal issues that had previously plagued you.  
20 A. I had a best friend sent off to  
21 Afghanistan.  
22 Q. Okay. Is that -- is that what you're  
23 talking about here?  
24 A. In general, to my girlfriend being sent  
25 off to China for three months as well.

**Page 292**

1 Q. Was your girlfriend in the military as  
2 well or --  
3 A. No.  
4 Q. It was a job assignment, she was sent to  
5 China?  
6 A. Correct.  
7 Q. Was that affecting your work?  
8 A. No.  
9 Q. Neither one of the two were?  
10 A. No.  
11 Q. You hadn't accep -- you hadn't requested  
12 to take off weekends or not work late at night  
13 because of those personal issues?  
14 A. I had not.  
15 Q. But you think the fact that those had  
16 been -- you'd addressed those, it would help you be a  
17 better performer?  
18 A. It certainly would have freed up a little  
19 space.  
20 Q. And finally you said you were eagerly  
21 awaiting your return to work and any additional  
22 responsibility that you may have for me; is that  
23 right?  
24 A. Yes.  
25 Q. So you were looking forward to coming back

**Page 293**

1 to MetLife in January 2010 to work as an account  
2 executive?  
3 A. Correct.  
4 (Exhibit 16 was marked for  
5 identification.)  
6 BY MR. KONN:  
7 Q. The following day -- sorry. You've been  
8 handed what's been marked as Rowell Deposition  
9 Exhibit 16. The following day, December 15th, 2009,  
10 Jeff Trinkwon sent you an e-mail letting you know the  
11 two of you had spoken or confirming the two of you  
12 had spoken and that you would have new customer  
13 assignments when you returned; is that correct?  
14 A. Yeah.  
15 Q. And the two of you spoke about your  
16 becoming an account executive in the Atlanta office?  
17 A. Correct.  
18 Q. And that you would be assigned new -- be  
19 assigned new clients when you became account  
20 executive? Under a new broker, sorry.  
21 A. There you go.  
22 Q. And he also explained to you that there  
23 were other opportunities he wanted you to focus on  
24 when you came back; is that right?  
25 A. Yes.

**Page 294**

1 Q. And this e-mail at least, he says, direct,  
2 MetLife financial services, pension close-outs were  
3 just some of the ideas, and he had additional ideas  
4 for opportunities for you to focus on when you  
5 returned; is that right?  
6 A. He did.  
7 Q. So in late December when you were getting  
8 ready to go back to work, Mr. Trinkwon explained to  
9 you you would have new customers, client assignments  
10 and additional opportunities when you returned?  
11 A. Yes.  
12 Q. And Mr. Trinkwon also let others in the  
13 office know that you were becoming or transitioning  
14 from client executive to account executive; is that  
15 right?  
16 A. Yes.  
17 Q. So when you returned, people knew you were  
18 an account executive now?  
19 A. Correct.  
20 Q. And there was nothing racially  
21 discriminatory about your assignment to become an  
22 account executive?  
23 A. No.  
24 Q. And talking about the account executive  
25 position, that was a position you had in Cleveland,

**Page 295**

1 so you were familiar with the position?  
2 A. Yes.  
3 Q. Familiar with its requirements?  
4 A. Yes.  
5 Q. What it would take for you as far -- from  
6 you as far as sales work?  
7 A. Correct. Yes. I kind of nodded.  
8 Q. And when you did return from the office in  
9 January, you were assigned a number of brokers; is  
10 that right?  
11 A. I was.  
12 Q. And those were brokers with whom MetLife  
13 had an established relationship already?  
14 A. I wouldn't go that far.  
15 Q. Were they brokers that MetLife did not  
16 have an established relationship with?  
17 A. As far as I can tell, they're brokers who  
18 had sent in quotes in the past.  
19 (Exhibit 17 was marked for  
20 identification.)  
21 BY MR. KONN:  
22 Q. Mr. Rowell, I'm handing you what's been  
23 marked as Rowell Deposition Exhibit 17. This is an  
24 e-mail from you to Mr. Trinkwon, January 13, 2010.  
25 And you say here essentially, here is a list of

**Page 296**

1 brokers you've been assigned. Is this an accurate  
2 list of the brokers you were assigned as of  
3 January 13, 2010?  
4 A. Yes.  
5 Q. And you were also assigned to work with  
6 every other broker whom MetLife did not have a  
7 relationship with; is that right?  
8 A. Yes.  
9 Q. And as I understand it, MetLife only had a  
10 relationship with about 50 percent of the brokers in  
11 the Atlanta metropolitan area?  
12 A. I have no idea where you get that number.  
13 Q. What is your understanding for how many  
14 brokers MetLife had a relationship with in the  
15 Atlanta metropolitan area?  
16 A. Not something I'm privy to. Not  
17 information that I would get.  
18 Q. Were you told by Mr. Trinkwon that MetLife  
19 had a relationship with about 50 percent of the  
20 brokers in the area?  
21 A. Possibly.  
22 Q. And you were assigned all the -- to  
23 work -- the opportunity to work with all of the other  
24 brokers?  
25 A. It was my job to uncover those that fit

**Page 297**

1 our requirements.  
2 Q. So you were assigned a block of brokers,  
3 which is Exhibit 17; is that right?  
4 A. Yeah.  
5 Q. And you were also assigned the opportunity  
6 to work with every other broker in the Atlanta area  
7 that was not already assigned to somebody else?  
8 A. Correct.  
9 Q. That potentially was hundreds of other  
10 brokers?  
11 A. Potentially.  
12 Q. It was hundreds of other brokers, wasn't  
13 it?  
14 A. There -- no.  
15 Q. What's that?  
16 A. No.  
17 Q. It was not hundreds of other brokers?  
18 A. Absolutely not.  
19 Q. How many brokers was it?  
20 A. I may have uncovered less than five.  
21 Q. So there were only five other  
22 brokers -- sorry. There were only five brokers in  
23 the Atlanta metro area whom MetLife did not have a  
24 relationship with?  
25 MS. MILLER: That I'm going to

**Page 298**

1 object. You're mischaracterizing his  
2 testimony. He said there was only five  
3 that he uncovered.  
4 BY MR. KONN:  
5 Q. Okay. And I -- so there were others; you  
6 only found five so far?  
7 A. Let me put it in a larger picture for you.  
8 The brokers I was looking for had business of 500  
9 employees of more. There aren't that many companies  
10 out there that support hundreds of brokers that  
11 MetLife is not yet working on.  
12 Q. But there were some?  
13 A. I'm sure.  
14 Q. And you uncovered at least five?  
15 A. No, I didn't say that.  
16 Q. What did you say?  
17 A. Less than five.  
18 Q. So you uncovered some?  
19 A. I believe so.  
20 Q. And how long did it take you to uncover  
21 those?  
22 A. Months.  
23 Q. So you were assigned a list, specific list  
24 of brokers by Jeff Trinkwon when you took the account  
25 executive position?

**Page 299**

1 A. Yes.  
2 Q. And also the opportunity to work with  
3 brokers who were not already assigned to other  
4 account executives?  
5 A. Cold calling.  
6 Q. You were also assigned to work on all  
7 three of MetLife's strategic initiatives; isn't that  
8 right?  
9 A. Yes.  
10 Q. You were assigned to work on the  
11 segmentation initiative?  
12 A. Yes.  
13 Q. And that's the initiative where MetLife  
14 mails school system superintendents directly to offer  
15 them to provide competitively priced insurance  
16 products?  
17 A. Yes.  
18 Q. And you were the only account executive in  
19 the Atlanta office assigned to that opportunity?  
20 A. Correct.  
21 Q. And you were also assigned to project  
22 Grow MetLife?  
23 A. Yes.  
24 Q. And you were the only account executive in  
25 the Atlanta office assigned to project Grow MetLife?

**Page 300**

1 A. Yes.  
2 Q. And that's a strategic initiative launched  
3 by MetLife to have agents in the individual  
4 distribution channel, which are agents who sell  
5 insurance individuals to work with, and refer  
6 business to agents in the institutional distribution  
7 channel, the channel you worked in; is that right?  
8 A. Yes.  
9 Q. So -- and you were the only account  
10 executive in the Atlanta office to whom any of that  
11 business would have been referred?  
12 A. Yes.  
13 Q. And you were also assigned the opportunity  
14 to work on MetLife's Association Affinity strategic  
15 initiative?  
16 A. Yes.  
17 Q. And that was their initiative where the  
18 institutional distribution channel -- again, that's  
19 the channel you worked in -- targeted association or  
20 affinity groups like AAA or AARP or Fraternal Order  
21 of Police, who offer insurance to their members and  
22 work with those associations or affinities?  
23 A. Correct.  
24 Q. And MetLife estimated there was a  
25 \$5 million opportunity; isn't that right?

**Page 301**

1 A. They may have.  
2 Q. And you were the account executive in  
3 Atlanta assigned to work on the Georgia associations  
4 and affinity groups; is that right?  
5 A. Yes.  
6 Q. So you were provided a list of brokers,  
7 the opportunity to work with brokers who did not yet  
8 have a relationship with MetLife, and you were  
9 assigned the opportunity to work on all three of  
10 MetLife's major strategic initiatives; is that right?  
11 A. Yes.  
12 Q. And you could have received significant  
13 compensation or commissions as a result of working on  
14 any one of those strategic initiatives; isn't that  
15 right?  
16 A. Yeah, potentially.  
17 (Exhibits 18 and 19 were marked for  
18 identification.)  
19 MS. MILLER: Is 18 the one that says,  
20 "Good luck"?  
21 MR. KONN: Yes, I think it should be.  
22 BY MR. KONN:  
23 Q. So Mr. Rowell, you've been handed two  
24 deposition exhibits marked as Rowell 18 and  
25 Rowell 19. Eighteen is an e-mail dated February 1,

**Page 302**

1 2010, from Jeff Trinkwon to you, Brandon Rowell,  
2 simply saying, "Good luck." And it's a forward of an  
3 e-mail discussing the association affinity strategic  
4 initiative; is that right?  
5 A. Yes.  
6 Q. And this was an initiative that was  
7 companywide?  
8 A. Yes.  
9 Q. And specifically, this e-mail is regarding  
10 the southeast part of the country; is that right?  
11 A. Florida, if I'm not mistaken.  
12 Q. And Exhibit 19, an e-mail dated  
13 February 19th, 2010, again, that's an e-mail from  
14 Jeff Trinkwon to you, among others, including  
15 Robert Johnson, explaining that you were the  
16 team's -- his team's lead for all the associations in  
17 Georgia that were part of the association initiative;  
18 is that correct?  
19 A. Yes.  
20 Q. And explained to you that for every  
21 opportunity that was sold, you would get a hundred  
22 percent of the -- hundred percent of the compensation  
23 revenue credit; is that right?  
24 A. Unless there was a partner situation,  
25 yeah.

**Page 303**

1 Q. In that case, you and a partner would  
2 split the revenue?  
3 A. Yeah.  
4 Q. And that opportunity to work on a  
5 strategic association -- sorry, on the association  
6 affinity initiative was not offered to any other  
7 account executive, it was just offered to you?  
8 A. Correct.  
9 Q. And the same with the segmentation  
10 initiative, it was just offered to you?  
11 A. Yes.  
12 Q. And project Grow MetLife?  
13 A. That's correct.  
14 Q. Were you offered any other opportunities  
15 by Jeff Trinkwon, additional sales opportunities?  
16 A. The Yellow Pages.  
17 Q. The Yellow Pages? Tell me about that.  
18 A. They sent me a link to the Yellow Pages.  
19 Q. Okay. What does that mean?  
20 A. He told me to go find brokers.  
21 Q. So he was -- and is this part of the  
22 working with brokers who had not yet had a  
23 relationship with MetLife?  
24 A. Yes.  
25 Q. And you were also provided a comprehensive

**Page 304**

1 list of all the brokers who did work with MetLife, so  
2 you knew who did and did not work with MetLife?  
3 A. Correct.  
4 Q. And every broker who did not work with  
5 MetLife was a potential broker that you would be able  
6 to work with --  
7 A. Yes.  
8 Q. -- and sell to their clients?  
9 A. Correct.  
10 Q. Not long after you returned from  
11 the -- you had several meetings with Jeff Trinkwon  
12 about your performance; is that right?  
13 A. Yes.  
14 Q. I believe the first of those meetings was  
15 about the results of MetLife's national service  
16 center survey; is that right?  
17 A. Could be.  
18 Q. Well, at least one of those meetings was  
19 about the results of MetLife's national service  
20 center survey?  
21 A. January 5th.  
22 Q. January 5th? So it was very shortly after  
23 he returned from the meeting?  
24 A. He kind of had to.  
25 Q. So that survey would have --

**Page 305**

1 A. He had to.  
2 Q. -- was completed while you were out on  
3 leave?  
4 A. Yes.  
5 Q. And the survey is a way for MetLife to  
6 determine if its clients are happy with a service  
7 they're receiving?  
8 A. No.  
9 Q. No. What is the survey for?  
10 A. That survey is internal from our service  
11 and underwriting partners to the sales reps.  
12 Q. And is that a way for them to determine if  
13 they're happy with the service they're receiving from  
14 the client executives?  
15 A. You could say that.  
16 Q. Or account executives?  
17 A. It determines how well we work together.  
18 Q. And Trinkwon explained to you at the  
19 meeting that the company received several unfavorable  
20 comments about your performance; isn't that right?  
21 A. Yes.  
22 Q. And do you have any reason to doubt the  
23 veracity of the statements from the survey?  
24 A. No.  
25 Q. And you were provided some copies of some

**Page 306**

1 of those negative survey responses, weren't you?  
2 A. I was.  
3 Q. Trinkwon also told you that some customers  
4 complained about your performance; is that right?  
5 A. Yes.  
6 Q. Do you have any reason to doubt the  
7 veracity of those complaints?  
8 A. Like we talked about before, I haven't  
9 seen them in writing.  
10 Q. Do you have any reason to believe that  
11 Trinkwon made that up?  
12 A. Aside from four months ago during the  
13 terminate meeting, I couldn't say.  
14 Q. But no reason to believe that he did that,  
15 he would have made those up because of your race?  
16 A. No.  
17 Q. And whether a January 5th meeting or  
18 another meeting earlier after you returned, Trinkwon  
19 explained to you that you had missed your  
20 sales -- 2009 sales goals by 90 percent; is that  
21 right?  
22 A. Sure.  
23 Q. Your sales goal was 6.5 million  
24 approximately, and you sold about 650,000?  
25 A. Correct.

**Page 307**

1 Q. And Trinkwon also let you know at those  
2 meetings that you were significantly behind your 2010  
3 sales goal?  
4 A. Yes.  
5 Q. And your 2010 sales goal was 4.4 million?  
6 A. Yes.  
7 Q. But at that point, you'd only achieved  
8 \$262,000 in sales for 2010?  
9 A. Correct.  
10 Q. So six percent or so of your sales goal?  
11 A. Yes.  
12 Q. And you and Jeff Trinkwon had a pretty  
13 lengthy meeting on February 23rd where you discussed  
14 all those issues?  
15 A. I would have to take your word for it.  
16 Q. And that's the meeting that he provided  
17 you with the performance improvement plan?  
18 A. Okay.  
19 Q. And he explained to you he was going to  
20 place you on the performance improvement plan; is  
21 that right?  
22 A. Yes.  
23 Q. And he was doing so because of the NSC  
24 survey, the customer complaints and the sales  
25 performance?

**Page 308**

1 A. Yes.  
2 Q. And that's the performance improvement  
3 plan we discussed some time ago that was  
4 Exhibit -- does anyone recall?  
5 MS. MILLER: Nine. Is it 9?  
6 THE WITNESS: You are correct.  
7 BY MR. KONN:  
8 Q. Yes, Exhibit 9. And that's the  
9 performance improvement plan that Jeff Trinkwon  
10 provided to you or explained to you you'd be placed  
11 under at the February 23rd, 2010 meeting?  
12 A. That's correct.  
13 Q. And he later provided you with a copy of  
14 the performance improvement plan; is that right?  
15 A. He did.  
16 (Exhibit 20 was marked for  
17 identification.)  
18 BY MR. KONN:  
19 Q. Mr. Rowell, you've been handed what's now  
20 Rowell Deposition Exhibit 20. It's an e-mail from  
21 Jeff Trinkwon to you dated February 23rd, 2010,  
22 entitled Performance Plan Follow-Up. And this is an  
23 e-mail that was a follow-up to your meeting; is that  
24 right?  
25 A. Yes.

**Page 309**

1 Q. And in this e-mail he provides you copies  
2 of the NSC survey and verbatims as you requested?  
3 A. Yes.  
4 Q. And the purpose of that was to provide you  
5 feedback to assist you in development; is that right?  
6 A. Yes.  
7 Q. You also requested the meeting information  
8 on the cases listed on your renewal persistency  
9 revenue part of your plan; is that right?  
10 A. Yes.  
11 Q. And he provided that information to you as  
12 well?  
13 A. He did.  
14 Q. And the third page of this exhibit is a  
15 little chart, which are the responses from  
16 the -- they're the verbatims from the survey. Do you  
17 see that?  
18 A. I have.  
19 Q. And these are the specific customer  
20 complaints, or no, it's not just complaints. There  
21 are some that -- there's at least one that's good.  
22 But these are specific responses to the NSC survey;  
23 is that right?  
24 A. Yes.  
25 Q. And do you have any reason to doubt that

**Page 310**

1 these are a hundred percent true?  
2 A. I do not.  
3 Q. And he also provided you with the numbers  
4 from the NSC survey; is that right?  
5 A. Yes.  
6 Q. And this is not a particularly good copy,  
7 but we looked at this earlier, and it's actually  
8 attached to the --  
9 A. PIP.  
10 Q. -- the PIP. This is the chart we  
11 discussed a little bit earlier. These are the  
12 numbered responses on the NSC survey; is that right?  
13 A. Yes.  
14 Q. And the final thing he provided to you was  
15 the renewal and persistency numbers for some of the  
16 clients that you had discussed; is that right?  
17 A. Correct.  
18 Q. And we discussed earlier that the  
19 persistency rating was quite low; is that right?  
20 A. Yes.  
21 (Exhibit 21 was marked for  
22 identification.)  
23 BY MR. KONN:  
24 Q. Mr. Rowell, you've been handed what's been  
25 marked as Rowell Deposition Exhibit Number 21. This

**Page 311**

1 is an e-mail from Jeff Trinkwon to you dated  
2 February 23rd. This one's 4:15 p.m. It's also a  
3 follow-up from your meeting, and this he attaches a  
4 copy of the performance improvement plan and also the  
5 edits you discussed to the performance improvement  
6 plan; is that correct?  
7 A. Yes.  
8 Q. And he tells you that it's his desire to  
9 build a healthy relationship with you and for you to  
10 attain the goals as outlined?  
11 A. Yes.  
12 Q. And the two of you will have weekly  
13 meetings to attain those goals?  
14 A. Yes.  
15 Q. And he's here to support your efforts?  
16 A. Yes.  
17 Q. And attached to that e-mail was the  
18 performance improvement plan?  
19 A. In the affirmative.  
20 Q. Last thing I want to do is talk about the  
21 performance improvement plan, just walk through it,  
22 and then we're going for the day, okay? Then we'll  
23 come back and talk about the rest.  
24 We talked about some of this already,  
25 Mr. Rowell, so if you can pull up Rowell deposition

**Page 312**

1 Exhibit Number 9 for me, please. That's the  
2 performance improvement plan introduced much earlier  
3 today. And in this document, it starts by explaining  
4 to you why you're being placed on the performance  
5 improvement plan; is that right?  
6 A. Yes.  
7 Q. That your sales numbers were quite low?  
8 A. Correct.  
9 Q. And you have no reason to doubt that those  
10 are the correct numbers?  
11 A. That's right.  
12 Q. And he explained to you that you're simply  
13 not satisfying the performance expectations of an  
14 account executive?  
15 A. That's what it says.  
16 Q. And under 1-A, he talks about your sales  
17 objectives and explains to you the math on why you're  
18 behind substantially on your 2010 sales objectives;  
19 is that right?  
20 A. Yes.  
21 Q. And then part B, he describes to you the  
22 renewal persistency revenue plan. He explains to you  
23 that your initial block was 41 million, but the  
24 renewed block was only 21 million, so there was \$20  
25 million worth of business that was not renewed; is

**Page 313**

1 that right?  
2 A. Correct.  
3 Q. And those were clients you serviced?  
4 A. Correct.  
5 Q. So there was a 48 percent reduction in  
6 revenue from those clients that you were servicing?  
7 A. Yes.  
8 Q. And then the actual performance  
9 improvement plan lays out a number of, first some  
10 sales metrics and then also just general objectives  
11 for you to meet over the course of the next year; is  
12 that correct?  
13 A. Yes.  
14 Q. For sales you were either to meet a  
15 hundred percent of your 2010 sales objective by  
16 December 31, so you had the remainder of the year, or  
17 60 percent of your 2011 sales objective by January 1  
18 of 2011; is that right?  
19 A. Yes.  
20 Q. So you could have done either one of those  
21 two?  
22 A. Correct.  
23 Q. You had ten months to do so?  
24 A. Yes.  
25 Q. And then a lot of these, the remainder are

**Page 314**

1 more just general objectives, including requirements  
 2 that you meet with -- you conduct meetings with  
 3 brokers and that he be -- he attend those meetings;  
 4 is that right?  
 5 A. Yes.  
 6 Q. Now, did you do that? Did you meet that  
 7 metric, sir?  
 8 A. I'm not sure that I had a broker meeting  
 9 that we both went to after I was put on PIP.  
 10 Q. But you were supposed to per your PIP do  
 11 that?  
 12 A. Yes.  
 13 Q. And you were also supposed to debrief all  
 14 cases by the end of the month if a case did not  
 15 settle; is that right?  
 16 A. Yes.  
 17 Q. Did you do that?  
 18 A. Yes.  
 19 Q. And you were required to enter all sales  
 20 activity in the sales radar by the end of the week,  
 21 within five days; is that right?  
 22 A. Yes.  
 23 Q. Did you do that?  
 24 A. I did.  
 25 Q. And you were to make 40 calls per month

**Page 315**

1 and note that in sales radar. Did you do that?  
 2 A. I did.  
 3 Q. Did you note it in sales radar?  
 4 A. I attempted to make 40 calls. There  
 5 weren't 40 people for me to call, but I entered the  
 6 information that was necessary.  
 7 Q. And you were to have meetings with  
 8 Mr. Trinkwon on a weekly basis to discuss your  
 9 activity; is that right?  
 10 A. Yes.  
 11 Q. Did you have those meetings on a weekly  
 12 basis with him?  
 13 A. No.  
 14 Q. You were also required to entertain a  
 15 client or customer or consultant at least one day a  
 16 week. Did you do that?  
 17 A. No.  
 18 Q. So you failed to meet a number of the  
 19 goals and objectives outlined in the performance  
 20 improvement plan; is that right?  
 21 A. For good reason.  
 22 Q. But fortunately for you, sir, the  
 23 performance improvement plan was not actually  
 24 enforced against you, was it? You weren't terminated  
 25 for failing to meet the goals in here?

**Page 316**

1 A. No.  
 2 Q. Instead, you quit in July?  
 3 A. Correct.  
 4 MR. KONN: Let's break for the day.  
 5 MS. MILLER: Okay. Thank you.  
 6 THE VIDEOGRAPHER: This is the end of  
 7 tape number three, volume one. The time is  
 8 7:08 [sic] p.m. We're now off the record.  
 9 (Deposition suspended at 6:08 p.m.)  
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**Page 317**

E R R A T A S H E E T

1 Pursuant to Rule 30(e) of the Federal Rules of  
 2 Civil Procedure and/or the Official Code of Georgia  
 3 Annotated 9-11-30(e) any changes in form or substance  
 4 which you desire to make to your deposition testimony  
 5 shall be entered upon the deposition with a statement  
 6 of the reasons given for making them.  
 7  
 8 To assist you in making any such corrections,  
 9 please use the form below. If supplemental or  
 10 additional pages are necessary, please furnish same  
 11 and attach them to this errata sheet.  
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16 Page \_\_\_\_\_ Line \_\_\_\_\_ should read: \_\_\_\_\_

17 Reason for change: \_\_\_\_\_

18

19 Signature \_\_\_\_\_

20 Sworn to and Subscribed before me

21 \_\_\_\_\_, Notary Public.

22 This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

23 My Commission Expires: \_\_\_\_\_

ESB

24

25

**Page 320**

1 I was contacted by the offices

2 of Huseby, Inc. to provide court reporting

3 services for this deposition. I will not

4 be taking this deposition under any

5 contract that is prohibited by O.C.G.A.

6 15-14-37 (a) or (b).

7 I have no written contract to

8 provide reporting services with any party

9 to the case, any counsel in the case, or

10 any reporter or reporting agency from whom

11 a referral might have been made to cover


12 this deposition. I will charge my usual

13 and customary rates to all parties in the

14 case.

15 This, the 23rd day of November, 2012.

16

17 

18

19 SUZANNE BEASLEY, B-1184

20 My commission expires on the

21 19th day of September, 2014.

22

23

24

25

**Page 319**

1 C E R T I F I C A T E

2

3 G E O R G I A:

4 F U L T O N C O U N T Y:

5

6 I hereby certify that the

7 foregoing deposition was reported, as

8 stated in the caption, and the questions

9 and answers thereto were reduced to the

10 written page under my direction; that the

11 foregoing pages 1 through 316 represent a

12 true and correct transcript of the evidence

13 given. I further certify that I am not in

14 any way financially interested in the

15 result of said case.

16 Pursuant to Rules and Regulations

17 of the Board of Court Reporting of the

18 Judicial Council of Georgia, I make the

19 following disclosure:

20 I am a Georgia Certified Court

21 Reporter. I am here as an independent

22 contractor for Huseby, Inc.

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