

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA
SOUTH BEND DIVISION**

RUTH VANVORST, The Personal)	
Representative of the Estate of)	
Samuel K. Stamey,)	
)	
Plaintiff,)	
)	
v.)	Case No. 3:19-cv-00250-DRL-MGG
)	
FOREST RIVER, INC.,)	
)	
Defendant.)	

FINAL PRETRIAL ORDER

Pursuant to the Court’s *Memorandum of Status Conference, Order Concerning Pretrial Conference and Trial, & Standard Final Jury Instructions* (ECF 57) and the supplemental orders thereto (ECF 67; ECF 72), the parties, by counsel, appeared before the Honorable Damon R. Leichty on April 11, 2023, at 10:30 a.m. for a Final Pretrial Conference under Federal Rule of Civil Procedure 16. Patrick F. O’Leary appeared for the Plaintiff, and Mark Criniti and Patrick O’Rear appeared for the Defendant.

During the Final Pretrial Conference, the following proceedings were had and the following engagements and undertakings were arrived at:

A. JURISDICTION

Federal question and personal jurisdiction were conceded by counsel and found by the Court to exist.

B. CLAIMS AND DAMAGES SOUGHT

Plaintiff Personal Representative of Sam Stamey's Estate continues the claim of constructive discharge under the Age Discrimination in Employment Act (ADEA) originally filed by Sam Stamey. Plaintiff is seeking an award of back pay and fringe benefits. Plaintiff has decided to withdraw any claim for liquidated damages. If Plaintiff prevails, she will seek an award of reasonable attorney fees.

C. DEFENSES

Forest River denies liability on Mr. Stamey's claim of constructive discharge under the ADEA.

First, the age-based harassment Mr. Stamey allegedly suffered was not the but-for cause of his separation from Forest River. *Stamey v. Forest River, Inc.*, 37 F.4th 1220, 1225 (7th Cir. 2022) ("An ADEA plaintiff 'must prove, by a preponderance of the evidence, that age was the 'but-for' cause of the challenged adverse employment action.>"). Instead, Mr. Stamey chose to retire long before he left Forest River, and his separation from Forest River in August 2018 was the culmination of his longstanding plan to retire once he was eligible to receive Social Security retirement benefits.

Second, Mr. Stamey did not suffer harassment more egregious than that required to prove a hostile work environment. *Stamey v. Forest River, Inc.*, 37 F.4th 1220, 1225 (7th Cir. 2022) ("This is a high hurdle for Stamey to clear. He must first show 'working conditions even more egregious than that required for a hostile work environment claim.'" (quoting *Chapin v. Fort-Rohr Motors, Inc.*, 621 F.3d 673, 679 (7th Cir. 2010))).

Third, Mr. Stamey cannot show that seeking redress from Forest River would have been futile. *Stamey v. Forest River, Inc.*, 37 F.4th 1220, 1225 (7th Cir. 2022) (“Egregious working conditions alone are not enough to prevail on a constructive discharge claim, however. The law requires the employee to go further by showing that seeking redress from the employer would have been futile.”).

Finally, to the extent Mr. Stamey proves that he was constructively discharged, Forest River disputes Mr. Stamey’s claim of damages. First, Mr. Stamey retired from Forest River. As a result, he did not “lose” any wages—he had stopped working and was not seeking a new job. Second, and relatedly, even if Mr. Stamey was interested in seeking new employment, Forest River maintains that Mr. Stamey did not mitigate his damages. Mr. Stamey did not make any effort to find a job with compensation at least as high as he earned at Forest River. *See Hutchison v. Amateur Elec. Supply, Inc.*, 42 F.3d 1037, 1044 (7th Cir. 1994) (“To establish the affirmative defense of failure to mitigate damages, an employer must show that: ‘(1) the plaintiff failed to exercise reasonable diligence to mitigate her damages, and (2) there was a reasonable likelihood that the plaintiff might have found comparable work by exercising reasonable diligence.’”).

D. PENDING MOTIONS

Plaintiff’s and Forest River’s motions *in limine* have been filed and are pending. Plaintiff has also filed a motion for separation of witnesses. Plaintiff may file a motion for the District Court take judicial notice of the laws pertaining to MEDICARE eligibility if the need arises.

E. PLAINTIFF'S CONTENTIONS

1. Sam Stamey worked for Forest River beginning October 25, 2007 and ending on August 3, 2018 when he resigned. For the entirety of his almost eleven years there, he worked installing rough wiring in utility trailers manufactured at Plant 16. The plant was located a few minutes-drive from the company's corporate offices where human resources manager Wendy Tubicsak worked. He had intended to work there at least until the age of sixty five and possibly until the age of seventy.

2. Stamey was sixty-two & 1/2 years old when he quit.

3. Four years and seven months after quitting his job, Stamey died on March 7, 2023. On March 10, 2023, the Elkhart Superior Court 2 appointed Ruth Ann VanVorst as personal representative of Stamey's estate. A motion that Ms. VanVorst be substituted as the proper party was granted.

4. Beginning in 2017 and continuing unabated until quitting on August 3, 2018, Stamey's co-workers inflicted upon him a barrage of verbal and physical harassment on account of his age. The harassment, cruel and mean spirited in nature, was committed by multiple offenders, one of whom was a supervisor; occurred in practically every part of the plant at all hours of his shift; was at times physically threatening and intimidating; held him up to plant-wide humiliation and ridicule; and unreasonably interfered with his ability to do his job.

5. To get the age harassment to stop, Stamey utilized both internal and external remedial processes in an effort to preserve his employment, including in particular bringing his concerns directly to HR Manager Tubicsak on two occasions, but to no avail. Stamey also complained to his immediate supervisor, Mr. Brady, and to the

plant manager, Mr. McDonald, but they like Ms. Tubicsak, turned a deaf ear to his complaints, even after Stamey filed a Charge of Discrimination with the EEOC on June 8, 2018. Forest River made no reasonable effort to end the harassment between the filing of the Charge and his resignation date eight weeks later, even though the Charge was brought immediately to the attention of Mr. Besinger, Forest River's corporate human resources manager, Ms. Tubicsak, and members of Plant 16's senior management.

6. Plaintiff alleges that Stamey's working conditions became intolerable and he was constructively discharged by Forest River on August 3, 2018. At the time of the constructive discharge, Stamey was earning in excess of \$3,000 per month and had health insurance coverage that cost him \$49.00 per week, the balance of the cost was subsidized by Forest River in the amount of approximately \$700 or more per month. His other fringe benefits included short term disability insurance at a cost to him of \$13.39 per week. Plaintiff is seeking compensation to include an award of back pay and lost benefits at the rate of \$3,800 per month for a period of 53 months (August 3, 2018 – January 1, 2023) in the amount of \$201,000 and reasonable attorney's fees.

F. DEFENDANT'S CONTENTIONS

1. This is a constructive discharge case under the ADEA. Mr. Stamey previously dismissed or abandoned all other claims he initially raised in this case. (ECF 45 at 6)

2. Mr. Stamey's sole claim for trial is that his Forest River coworkers harassed him so severely because of his age that he had no choice but to quit Forest River.

3. Mr. Stamey's coworkers at Forest River did not harass Mr. Stamey because of his age. Rather, any comments or actions by Mr. Stamey's coworkers were in response to actions and comments first made by Mr. Stamey and amounted to horseplay amongst factory line workers.

4. Furthermore, no statements or actions by Forest River's employees caused Mr. Stamey to quit Forest River in August 2018.

5. The truth is, Mr. Stamey voluntarily retired from Forest River. This lawsuit was just an attempt by Mr. Stamey to have Forest River subsidize his retirement.

6. On February 17, 2018—just six months before he quit—Mr. Stamey turned 62 years old. At that age, Mr. Stamey could apply for and begin receiving early Social Security retirement benefits. And that is exactly what Mr. Stamey did.

7. In late 2017 and early 2018, Mr. Stamey told multiple Forest River co-workers that he would soon be retiring from Forest River and would be applying for Social Security retirement benefits. In these conversations, Mr. Stamey also told Forest River co-workers (a) that he planned to work at Forest River through the July 4, 2018 shutdown and (b) that he couldn't work too many hours in 2018, otherwise his Social Security retirement benefits would be reduced. Several Forest River witnesses will credibly testify about these conversations at trial.

8. Sometime after turning 62 on February 17, 2018, and before April 2018, Mr. Stamey applied for Social Security retirement benefits.

9. In April 2018, while still employed at Forest River, Mr. Stamey began receiving Social Security retirement benefits.

10. In April 2018, after he had already decided to retire and at about the same time he started receiving Social Security retirement benefits, Mr. Stamey began complaining to Forest River's corporate offices that he was being harassed because of his age.

11. On June 6, 2018, Mr. Stamey hired a lawyer and filed a charge of age discrimination with the Equal Employment Opportunity Commission. At around that time, Mr. Stamey began building his case against Forest River by taking photographs and video recordings documenting what he claims were age-based discrimination from his coworkers.

12. In accordance with his plan, Mr. Stamey worked at Forest River through the July 4, 2018 shutdown. At that point in time, Mr. Stamey's 2018 earnings from Forest River were just over \$17,000.

13. In 2018, as an early retiree, Mr. Stamey could only make \$17,040 before his Social Security retirement benefits would start to be reduced.

14. On August 3, 2018, without any notice, Mr. Stamey retired from Forest River.

15. Mr. Stamey did not obtain employment after retiring from Forest River because doing so would reduce—and likely eliminate—his Social Security retirement benefits. Instead, he filed this lawsuit, seeking money damages from Forest River.

16. Mr. Stamey's decision to leave Forest River was not caused by any alleged age-based harassment or discrimination. Rather, Mr. Stamey retired, which was his plan from the beginning.

17. Mr. Stamey is not entitled to damages of any kind, an award of attorneys' fees or costs, or any other relief from Forest River in this case.

G. ESTABLISHED FACTS/STIPULATIONS

The following facts are established by stipulation of the parties or admissions in the pleadings:

1. Sam Stamey was born on February 17, 1956.
2. Forest River hired Sam Stamey on October 25, 2007.
3. When Forest River hired Sam Stamey, he was 51 years old.
4. From the date he was hired until the date he quit Forest River, Sam Stamey worked at Forest River's Plant 16 and his job was wiring cargo trailers.
5. From June 1, 2010 until the date he quit on August 3, 2018, Sam Stamey was insured under Forest River's group health plan. In 2018, the cost to Sam Stamey for this coverage was \$49.00 per week.
6. From the date he was hired until January 8, 2018, Sam Stamey's direct supervisor at Forest River was Frank Pontius.
7. Frank Pontius died on January 8, 2018.
8. On February 17, 2018, Sam Stamey turned 62 years old.

9. When he turned 62 years old, Sam Stamey could begin receiving Social Security retirement benefits, even though he had not reached Social Security's "Normal Retirement Age" of 66 years and 4 months.

10. Sam Stamey was not eligible to receive medical coverage under MEDICARE until he turned 65 years of age which would occur on February 17, 2021.

11. Sam Stamey applied for Social Security retirement benefits sometime before April 17, 2018.

12. Sam Stamey began receiving Social Security retirement benefits on April 17, 2018.

13. Because Sam Stamey began receiving Social Security retirement benefits before reaching Normal Retirement Age, his benefits would be reduced if he earned more than the Social Security's "Annual Exempt Amount," which, in 2018, was \$17,040. This means that, for 2018, Sam Stamey's Social Security retirement benefits would be reduced by \$1.00 for every \$2.00 that he earned over \$17,040.00. Any reduction in benefits based on this formula would not be lost, but instead would be withheld by the Social Security Administration and then paid to Sam Stamey when he reached Full Retirement Age of 66 years and 4 months.

14. In April of 2018, Sam Stamey complained to Forest River's corporate offices that he was being harassed by his coworkers.

15. Sam Stamey filed his first Charge of Discrimination with the EEOC on June 6, 2018.

16. The EEOC sent Forest River notice of Sam Stamey's first Charge of Discrimination on June 14, 2018. The notice and a copy of the Charge was served on David Besinger, Forest River's Corporate Human Resources Manager electronically to his company email address.

17. Forest River filed its Response to Sam Stamey's first Charge of Discrimination with the EEOC on July 9, 2018.

18. Sam Stamey quit Forest River on August 3, 2018.

19. Sam Stamey did not obtain employment at any time after he left Forest River on August 3, 2018.

20. Sam Stamey did not collect unemployment at any time after he left Forest River on August 3, 2018.

21. Other than his Social Security retirement benefits, Sam Stamey did not receive any income after he left Forest River on August 3, 2018.

22. On or about December 23, 2019, Sam Stamey was taken by ambulance to Elkhart General Hospital.

23. Mr. Stamey was admitted to Elkhart General Hospital on December 23, 2019 and was discharged from Elkhart General Hospital on December 27, 2019. During this 4 day stay at Elkhart General Hospital, Mr. Stamey was confined to the hospital without leave privileges and did not leave the hospital.

24. On December 24, 2019, while at Elkhart General Hospital, Mr. Stamey was seen by Madison Lengerich, a social worker employed by Elkhart General Hospital. During this encounter, Mr. Stamey told Ms. Lengerich that he had retired

from Forest River.

25. During trial, the parties will be discussing various photographs and videos that Mr. Stamey took while he was employed at Forest River. The parties have stipulated that all of these photos and videos are admitted into evidence without the necessity of further foundation. The parties have also stipulated that the videos and photos were taken by Mr. Stamey on the dates listed in the "Date modified" column and corresponding to the video title in Exhibit [NUMBER TO BE ADDED PRIOR TO TRIAL AFTER PARTIES FINALIZE EXHIBIT LISTS].

26. Forest River was an employer within the meaning of 29 U.S.C. §630 because at all relevant times, it is and has been a person engaged in an industry affecting commerce who has twenty or more employees for each working day in each of twenty or more calendar weeks in the current or preceding calendar year.

27. Defendant's counsel agree to accept service of subpoenas for each listed witness who is still employed by Forest River.

H. PLAINTIFF'S WITNESSES

The following persons may be called as witnesses in the Plaintiff's case in chief. The likely presentation of testimony of rebuttal witnesses cannot be predicted at this time:

1. Wendy Tubicsak
Human Resources Manager
Forest River, Inc.
914 C.R. 1
Elkhart, IN 46514
Tele.: 574-389-4600
2. Samuel K. Stamey
May 26, 2020 video deposition as designated.

3. Ruth Ann VanVorst
Personal Representative of the Estate of Samuel K. Stamey
1464 Hudson Street, Apt. C
Elkhart, IN 46516
574-347-9034
4. Scott McDonald
Manager – Plant 16
Forest River, Inc.
3731 California Road
Elkhart, IN 46514
574-266-7533
5. Larry Perriguy
Supervisor -Plant 16
Forest River, Inc.
3731 California Road
Elkhart, IN 46514
574-266-7533
6. Mike Brady
Supervisor-Plant 16
Forest River, Inc.
3731 California Road
Elkhart, IN 46514
574-266-7533
7. Gena Lane
Former HR administrative assistant
703 East Hively Avenue
Elkhart, IN 46514
574-293-4383
8. Hope Lambright
Former HR administrative assistant
3236 Bay Pointe Drive, Apt. 1
Elkhart, IN 46514
Tele. No.: not known.
9. Amanda Church
HR administrative assistant
Forest River, Inc.
914 C.R. 1
Elkhart, IN 46514
Tele.: 574-389-4600

10. David Besinger
Corporate Human Resources Manager
Forest River, Inc.
900 C.R. 1
Elkhart, IN 46514
Tele.: 574-389-4600
11. Will Bowen
Former Forest River Plant 16 production worker
52070 Country Acres Drive
Elkhart, IN 46514
12. Paul Bowen
Former Forest River Plant 16 production worker
10707 U.S. 31
Berrien Springs, MI 49103
13. Ervin David Edwards
Former Forest River Plant 16 production worker
614 West 8th Street
Mishawaka, IN 46544
14. Brian Duffield
Co-worker-Plant 16
Forest River, Inc.
3731 California Road
Elkhart, IN 46514
574-266-7533
15. Matt Henderson
Co-worker-Plant 16
Forest River, Inc.
3731 California Road
Elkhart, IN 46514
574-266-7533
16. Andrew Ward
Co-worker-Plant 16
Forest River, Inc.
3731 California Road
Elkhart, IN 46514
574-266-7533
17. Any person listed as a witness by Defendant Forest River.

I. DEFENDANT'S WITNESSES

Defendant may call the following persons at trial:

1. Aron Armenta (case in chief, live)
Current Forest River Production Employee (East-to-West Plant 502)
Forest River, Inc.
900 County Road 1
PO Box 3030
Elkhart, IN 46515
574-389-4600
2. Jeff Ball (case in chief, live)
Current Forest River Production Employee (Cargo Plant 16)
Forest River, Inc.
900 County Road 1
PO Box 3030
Elkhart, IN 46515
574-389-4600
3. Mike Brady (case in chief, live)
Current Forest River Employee - Supervisor (Cargo Plant 16)
Forest River, Inc.
900 County Road 1
PO Box 3030
Elkhart, IN 46515
574-389-4600
4. Brian Duffield (case in chief, live)
Current Forest River Production Employee (Cargo Plant 16)
Forest River, Inc.
900 County Road 1
PO Box 3030
Elkhart, IN 46515
574-389-4600
5. Matt Henderson (case in chief, live)
Current Forest River Production Employee (Cargo Plant 16)
Forest River, Inc.
900 County Road 1
PO Box 3030
Elkhart, IN 46515
574-389-4600

6. Scott McDonald (case in chief, live)
Current Forest River Employee - Plant Manager (Cargo Plant 16)
Forest River, Inc.
900 County Road 1
PO Box 3030
Elkhart, IN 46515
574-389-4600
7. Larry Perriguet (case in chief, live)
Current Forest River Employee - Supervisor (Cargo Plant 16)
Forest River, Inc.
900 County Road 1
PO Box 3030
Elkhart, IN 46515
574-389-4600
8. Wendy Tubicsak (case in chief, live)
Current Forest River Employee - Human Resources Manager
Forest River, Inc.
900 County Road 1
PO Box 3030
Elkhart, IN 46515
574-389-4600
9. Andrew Ward (case in chief, live)
Current Forest River Production Employee (Cargo Plant 16)
Forest River, Inc.
900 County Road 1
PO Box 3030
Elkhart, IN 46515
574-389-4600
10. Robert Ahlman (case in chief, live)
Former Forest River Production Employee
Home Address: 195 Knott Road, Niles, MI 49120
Phone: (269) 340-2238
11. Samuel K. Stamey (by video deposition excerpts)
12. Any witnesses called by Plaintiff.
13. Any witness listed by Plaintiff, whether or not he calls them to testify.
14. Any witness called for rebuttal or impeachment.

15. Any witness called to testify about the authenticity and/or admissibility of a document.

J. PLAINTIFF’S LIST OF TRIAL EXHIBITS

<u>NO.</u>	<u>DESCRIPTION</u>	<u>STIPULATION?</u>
1	June 8, 2018 Charge (FR Bate #8)	Yes, by agreement that the Court will read the limiting instruction submitted by Plaintiff.
2	EEOC Notice of Charge (FR Bate #000037-40)	Yes, by agreement that the Court will read the limiting instruction submitted by Plaintiff, modified to refer to the Notice of Charge.
3	FR’s Position Statement (FR Bate #000041-42)	Yes
4	October 10, 2018 Charge (FR Bate #000048)	Yes, by agreement that the Court will read the limiting instruction submitted by Plaintiff.
5	EEOC Notice of Charge (FR Bate #000052-55)	Yes, by agreement that the Court will read the limiting instruction submitted by Plaintiff, modified to refer to the Notice of Charge.
6	FR’s Position Statement (FR Bate #000056-57)	Yes

7	Benefits Enrollment Form (FR Bate #000143)	Yes
8	Paycheck details June 1, 2016 to Aug. 10, 2018 (FR Bate #000187-210)	Yes
9	Receipt of Employee Handbook (FR Bate #000164)	Yes
10	Code of Ethics and Conduct (FR Bate 000068-76)	Yes
11	Aerial photograph of Plant 16 complex (Demonstrative exhibit)	Yes
12	FR's answers to Pl's 1 st set of interrogatories	Yes
13	FR's answers to Pl's 2 nd set of interrogatories	Yes
14	2016 Federal Income Tax Return	Yes
15	2017 Federal Income Tax Return	Yes
16	2018 Federal Income Tax Return	Yes
17	2019 Federal Income Tax Return	Yes
18	W-2s 2007 – 2016 (FR Bate #000212-221)	Yes
19	W-2s 2017-2018 (FR Bate #000222-223)	Yes
20	Stamey Dep. Exhibit 20 (FR's PANs)	Yes
21	2022 Form SSA-1099 (Social Security benefit statement)	Yes
22	(Reserved)	
23	(Reserved)	
24	(Reserved)	
25-3	Stamey Dep. Exhibit 25, Pg. 3 (Photo)	Yes
25-4	Stamey Dep. Exhibit 25, Pg.4 (Photo)	Yes
25-13	Stamey Dep. Exhibit 25, Pg. 13 (Photo)	Yes
25-14	Stamey Dep. Exhibit 25, Pg. 14 (Photo)	Yes

25-15	Stamey Dep. Exhibit 25, Pg. 15 (Photo)	Yes
25-16	Stamey Dep. Exhibit 25, Pg. 16 (Photo)	Yes
25-17	Stamey Dep. Exhibit 25, Pg. 17 (Photo)	Yes
25-19	Stamey Dep. Exhibit 25, Pg. 19 (Photo)	Yes
25-21	Stamey Dep. Exhibit 25, Pg. 21 (Photo)	Yes
25-23	Stamey Dep. Exhibit 25, Pg. 23 (Photo)	Yes
25-26	Stamey Dep. Exhibit 25, Pg. 26 (Photo)	Yes
25-30	Stamey Dep. Exhibit 25, Pg. 30 (Photo)	Yes
25-34	Stamey Dep. Exhibit 25, Pg. 34 (Photo)	Yes
25-36	Stamey Dep. Exhibit 25, Pg. 36 (Photo)	Yes
25-37	Stamey Dep. Exhibit 25, Pg. 37 (Photo)	Yes
25-38	Stamey Dep. Exhibit 25, Pg. 38 (Photo)	Yes
25-49	Stamey Dep. Exhibit 25, Pg. 49 (Photo)	Yes
25-62	Stamey Dep. Exhibit 25, Pg. 62 (Photo)	Yes
25-64	Stamey Dep. Exhibit 25, Pg. 64 (Photo)	Yes
25-66	Stamey Dep. Exhibit 25, Pg. 66 (Photo)	Yes
25-71	Stamey Dep. Exhibit 25, Pg. 71 (Photo)	Yes
25-73	Stamey Dep. Exhibit 25, Pg. 74 (Photo)	Yes
25-76	Stamey Dep. Exhibit 25, Pg. 76 (Photo)	Yes
25-80	Stamey Dep. Exhibit 25, Pg. 80 (Photo)	Yes
25-88	Stamey Dep. Exhibit 25, Pg. 88 (Photo)	Yes
25-101	Stamey Dep. Exhibit 25, Pg. 101 (Photo)	Yes
25-103	Stamey Dep. Exhibit 25, Pg. 103 (Photo)	Yes

26-1	Stamey Dep. Exhibit 26, video recording #1	Yes
26-2	Stamey Dep. Exhibit 26, video recording #2	Yes
26-3	Stamey Dep. Exhibit 26, video recording #3	Yes
26-4	Stamey Dep. Exhibit 26, video recording #4	Yes
26-5	Stamey Dep. Exhibit 26, video recording #5	Yes
26-6	Stamey Dep. Exhibit 26, video recording #6	Yes
26-7	Stamey Dep. Exhibit 26, video recording #7	Yes
26-8	Stamey Dep. Exhibit 26, video recording #8	Yes
26-9	Stamey Dep. Exhibit 26, video recording #9	Yes
26-10	Stamey Dep. Exhibit 26, video recording #10	Yes
26-11	Stamey Dep. Exhibit 26, video recording #11	Yes

Plaintiff reserves her right to rely on additional demonstrative exhibits or exhibits needed for purposes of impeachment and/or rebuttal.

K. DEFENDANT’S LIST OF TRIAL EXHIBITS

<u>NO.</u>	<u>DESCRIPTION</u>	<u>STIPULATION?</u>
1	Screenshot of File Details for Pictures and Videos Produced by Sam Stamey	Yes
2	Video produced by Sam Stamey (IMG_0388)	Yes
3	Video produced by Sam Stamey (IMG_0400)	Yes
4	Video produced by Sam Stamey (IMG_0412)	Yes
5	Video produced by Sam Stamey (IMG_0420)	Yes
6	Video produced by Sam Stamey (IMG_0434)	Yes
7	Video produced by Sam Stamey (IMG_0441)	Yes
8	Video produced by Sam Stamey (IMG_0460)	Yes

9	Video produced by Sam Stamey (IMG_0461)	Yes
10	Video produced by Sam Stamey (IMG_0477)	Yes
11	Video produced by Sam Stamey (IMG_0490)	Yes
12	Video produced by Sam Stamey (IMG_0498)	Yes
13	Video produced by Sam Stamey (IMG_0501)	Yes
14	Video produced by Sam Stamey (IMG_0512)	Yes
15	Video produced by Sam Stamey (IMG_0517)	Yes
16	Video produced by Sam Stamey (IMG_0518)	Yes
17	Video produced by Sam Stamey (IMG_0520)	Yes
18	Video produced by Sam Stamey (IMG_0521)	Yes
19	Video produced by Sam Stamey (IMG_0523)	Yes
20	Video produced by Sam Stamey (IMG_0530)	Yes
21	Employee Direct-Deposit Form (Cancellation of direct deposit to Woodforest National Bank account) (FR000185)	Yes
22	Forest River Subpoena to Woodforest National Bank requesting Sam Stamey's account statements	Yes
23	Sam Stamey's Woodforest National Bank account statements with custodian affidavit (FR001965-FR002016)	Yes
24	Employee Direct-Deposit Form (Creation of new direct deposit to INOVA Federal Credit Union account) (FR000184)	Yes
25	Forest River Subpoena to INOVA Federal Credit Union requesting Sam Stamey's account statements	Yes
26	Sam Stamey's INOVA Federal Union account statements (FR001895-FR001964)	Yes
27	Certificate of Authenticity of Sam Stamey's INOVA Federal Credit Union account statements	Yes

28	Sam Stamey 2017 W-2 from Forest River (FR000213)	Yes
29	Sam Stamey 2018 W-2 from Forest River (FR000212)	Yes
30	Sam Stamey Work Attendance Form for 2018 (FR000240)	Yes
31	Sam Stamey Paycheck History from Forest River for 2018 (FR000203-FR000210)	Yes
32	Sam Stamey's 2016 Federal Income Tax Return	Yes
33	Sam Stamey's 2017 Federal Income Tax Return	Yes
34	Sam Stamey's 2018 Federal Income Tax Return	Yes
35	Sam Stamey's 2019 Federal Income Tax Return	Yes
36	Sam Stamey Personnel Action Notice dated August 10, 2018 (FR000231)	Yes

Defendant reserves its rights to rely on all exhibits listed by Plaintiff, additional demonstrative exhibits, and exhibits needed for purposes of impeachment and/or rebuttal.

L. JURY INSTRUCTIONS

The parties have submitted a set of agreed proposed jury instructions. The parties have also each separately submitted a set of unagreed proposed jury instructions.

M. AMENDMENTS

The parties do not contemplate any amendments to the pleadings.

N. TRIAL BRIEFS

The parties will file trial briefs according to the Court's *Memorandum of Status Conference, Order Concerning Pretrial Conference and Trial, & Standard Final Jury Instructions* (ECF 57) and the supplemental orders thereto (ECF 67; ECF 72).

O. PROTECTIVE ORDER

The parties do not anticipate any need to close the courtroom or otherwise restrict the presentation of evidence under the Protective Order in this case.

P. PRETRIAL ORDER

This Pretrial Order has been formulated after a conference at which counsel for the respective parties have appeared. The Court has afforded a reasonable opportunity to counsel for corrections before entering the Order. Going forward, this Order will control the course of the trial and may not be amended except by consent of the parties and the Court, or by order of the Court to prevent manifest injustice. The pleadings will be deemed merged into this Order and may also be produced as exhibits at trial.

Q. SETTLEMENT

The parties have been unable to reach a settlement agreement. They will advise the Court immediately if settlement is reached.

R. TRIAL

The probable length of trial is four (4) days. The case is set for a jury trial before the Honorable Damon R. Leichty in South Bend, Indiana, from May 2 through May 5, 2023, beginning at 9:30 a.m.

SO ORDERED.

April 14, 2023

s/ Damon R. Leichty
Judge, United States District Court