

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI  
SOUTHERN DIVISION

UNITED STATES OF AMERICA ex rel.  
CORI RIGSBY and KERRI RIGSBY  
RELATORS/COUNTER-DEFENDANTS

v.

CASE NO. 1:06cv433-LTS-RHW

STATE FARM MUTUAL INSURANCE COMPANY  
DEFENDANT/COUNTER-RELATORS, et al.

**DECLARATION OF EDWARD D. ROBERTSON, JR.**

1. My name is Edward D. Robertson, Jr.
2. I am over eighteen years of age, have never been convicted of a felony and am competent to attest to the factual matters set forth in this declaration.
3. I make this declaration as an officer of the Court and under penalty of perjury.
4. I am a Partner with the law firm of Bartimus, Frickleton, Robertson, & Gorny, P.C. ("BFRG") which maintains offices in Leawood, Kansas and Jefferson City, Missouri.
5. We have an attorney-client relationship with Cori Rigsby and Kerri Rigsby, who are Relators in this case.
6. I have never seen, touched, or accessed any computer owned or used by either Kerri or Cori Rigsby and have never accessed any of State Farm's password protected databases.
7. I have never been present in person, by telephone or electronically at a time when Kerri or Cori Rigsby accessed a State Farm server and/or database to download documents.

8. Neither I, nor any member of my firm, have ever instructed or encouraged Kerri or Cori Rigsby to use password(s) to obtain documents from any password protected State Farm server or database for review by any member or employee of BFRG.

9. Neither I, nor any member of my firm, has ever instructed or encouraged Kerri or Cori Rigsby to obtain documents from a State Farm password protected database for use in filing any legal action against State Farm on behalf of the United States or any other person or entity.

10. My first meeting with Kerri or Cori Rigsby occurred on April 14, 2006, in Pascagoula, Mississippi.

11. At that meeting, Cori and Kerri Rigsby entered into an attorney-client relationship with BFRG.

12. Neither Cori nor Kerri Rigsby had a computer with them at that meeting and no person used a computer to access any State Farm database at that meeting.

13. I have never been at a meeting with either Cori or Kerri Rigsby at which either had a computer with them.

14. Sometime in June, 2006, I learned that the Cori and or Keri Rigsby had downloaded documents from State Farm computers to protect them from destruction because State Farm had hired a company to shred documents relating to its Katrina claims. When I learned that this had happened I expressly indicated that neither I nor any member of BFRG would accept copies of these documents in any form and directed that the documents be given to law enforcement personnel or entities.

15. At some point in either the late Summer or early Fall of 2006, I learned that Scruggs Katrina Group ("SKG") had agreed to pay Cori and Kerri Rigsby as consultants in the litigation brought by SKG against various insurance companies. It was my understanding that

the Rigsbys would assist in evaluating the work of other adjusters who had adjusted claims of SKG clients in property damages cases.

16. When I learned of the SKG agreements to pay the Rigsbys, I informed SKG that neither I, nor BFRG, could make any payments of any kind for any purpose to either Kerri or Cori Rigsby because they were clients of BFRG and that Missouri law expressly prohibited payment or provision of any financial assistance to a client of a law firm by the law firm.

17. Neither I nor my law firm have made any payments, directly or indirectly, to Kerri or Cori Rigsby.

18. Neither I nor my law firm had the authority or legal connection with SKG that would permit ratification of payments by SKG to the Kerri or Cori Rigsby.

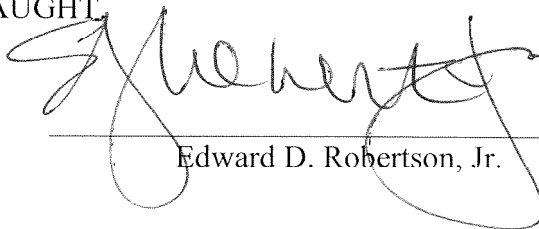
19. Neither I nor my firm have provided documents obtained in this *qui tam* action to any person for use by the SKG or the Katrina Litigation Group.

20. Neither I nor my law firm are members of or participants in the Scruggs Katrina Group or of the Katrina Litigation Group, nor do we have any agreement to participate in any recoveries obtained from or fees paid by any insurance company or other defendant to the clients of SKG or KLG or to SKG or KLG.

21. State Farm's assertions that I accessed its password protected database are false.

22. State Farm's assertions that I paid, ratified the payment of, or in any way agreed to make any payment or make any other financial consideration to Kerri or Cori Rigsby is false.

FURTHER DECLARANT SAYETH NAUGHT.



Edward D. Robertson, Jr.