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THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION

E.A. RENFROE & COMPANY, )  
INC. )  
Plaintiff, )  
)  
)  
VERSUS )  
)  
)  
CORI RIGSBY MORAN and )  
KERRI RIGSBY, )  
Defendants. )  
\_\_\_\_\_ )

NO: 06-WMA-1752-S

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VIDEOTAPED DEPOSITION OF CORI L. RIGSBY

---

Taken at the offices of Balch & Bingham,  
1310 25th Avenue, Gulfport, Mississippi,  
on Thursday, January 25, 2007, beginning  
at 9:43 a.m.

**REPORTED BY:**

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**ATTORNEYS FOR DEFENDANTS****ALSO PRESENT:**

GENE RENFROE  
JANA RENFROE  
KERRI RIGSBY

**VIDEOGRAPHER:**

JOHN LESTRADE, LESTRADE LEGAL VIDEO

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**STIPULATION**

1  
2 It is hereby stipulated and agreed by and  
3 between the parties hereto, through their  
4 respective attorneys of record, that this  
5 deposition may be taken at the time and place  
6 hereinbefore set forth, by Lori R. Miguez, Court  
7 Reporter and Notary Public, pursuant to the  
8 **Federal** Rules of Civil Procedure, as amended;

9 That the formality of **READING AND SIGNING**  
10 is specifically **WAIVED**;

11 That all objections, except as to the form of  
12 the questions and the responsiveness of the  
13 answers, are reserved until such time as this  
14 deposition, or any part thereof, may be used or is  
15 sought to be used in evidence.

16 - - -  
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1 VIDEOGRAPHER:

2 Today is January 25th, '07. The  
3 deponent is Cori Rigsby. This is case  
4 206-CV-06-WMA-1752-S (sic).

5 If everyone for the record would  
6 identify themselves, and then the witness will be  
7 sworn in by Ms. Lori Migues. Start over here.

8 MR. HAWLEY:

9 Yeah. I'm Greg Hawley from Birmingham.  
10 I represent Cori Rigsby and Kerri Rigsby in this  
11 case.

12 THE WITNESS:

13 I'm Cori Rigsby.

14 MS. STANLEY:

15 I'm Barbara Stanley with Helms & Greene  
16 on behalf of E.A. Renfroe & Company, Inc., the  
17 plaintiff in this case.

18 JANA RENFROE:

19 I'm Jana Renfroe.

20 GENE RENFROE:

21 And Gene Renfroe.

22 MR. GREENE:

23 And I'm Steve Greene with Helms &  
24 Greene.

25 KERRI RIGSBY:

1 Kerri Rigsby.

2 MS. BROWN:

3 Kitty Brown.

4 VIDEOGRAPHER:

5 Lori.

6 **CORI L. RIGSBY**

7 having been first duly sworn, was examined  
8 and testified as follows:

9 **EXAMINATION**

10 BY MS. STANLEY:

11 Q. Would you please state your full name  
12 for the record?

13 A. Cori Lynn Rigsby.

14 MR. HAWLEY:

15 Barbara, can we get the usual  
16 stipulations again, all objections are preserved  
17 except for objections as to form?

18 MS. STANLEY:

19 And responsiveness of the witness.

20 MR. HAWLEY:

21 Uh-huh.

22 MS. STANLEY:

23 Agreed.

24 MR. HAWLEY:

25 Thanks.

1 MS. STANLEY:

2 Q. And, Ms. Rigsby, if you would, please  
3 speak up.

4 A. I have a little sinus thing. I will  
5 try.

6 Q. Okay. Well, I may need to move the mike  
7 and move down a little closer in that case. We'll  
8 try it this way.

9 At one point, was your name Cori Rigsby  
10 Moran?

11 A. Yes.

12 Q. When did you change your name?

13 A. It would have been early summer '06.

14 Q. Did you change your name as a result of  
15 a divorce?

16 A. Yes.

17 Q. By whom are you now employed?

18 A. Scruggs Katrina Group.

19 Q. The Scruggs Katrina Group?

20 A. Yes.

21 Q. When did you start working for the  
22 Scruggs Katrina Group?

23 A. Late summer.

24 Q. Do you have a date?

25 A. Not off the top of my head.

1 Q. Would late summer be July of 2006?

2 A. Sometime in July.

3 Q. Okay. Sometime in July of 2006?

4 A. Yes.

5 Q. Okay. Are you an employee where they  
6 take out Social Security and what have you or are  
7 you a -- do you work on a contract?

8 A. They don't take out Social Security.

9 Q. So you believe that you're an  
10 independent contractor, then --

11 A. Yes.

12 Q. -- with the Scruggs Katrina Group?

13 A. Yes.

14 Q. Okay. Have you had your deposition  
15 taken before?

16 A. Yes.

17 Q. How many times have you had your  
18 deposition taken?

19 A. Two or three.

20 Q. And the two or three times when you had  
21 your deposition taken, was it a lawsuit in which  
22 you were a party?

23 A. No.

24 Q. So the depositions that you gave, you  
25 were a witness, but not a party?



1 A. Yes.

2 Q. Okay. What was the nature of the first  
3 deposition that you gave?

4 A. I don't remember. They're -- it  
5 was vague. It was all to do with catastrophe  
6 work, State Farm suits.

7 Q. All right. Do you recall what the  
8 nature of the lawsuit was?

9 A. They weren't happy with their claim.

10 Q. A policyholder sued State Farm because a  
11 policyholder was unhappy with the claim?

12 A. Yes.

13 Q. Did you adjust the claim the suit was  
14 about?

15 A. One of them I did, and one of them I --  
16 one of them was a mold claim, and I did adjust  
17 that one. And then one of them, it seems like I  
18 re-inspected it. I wasn't the primary adjuster on  
19 it.

20 Q. Okay. So that's two?

21 A. Right. And I can't remember the third.

22 Q. Okay. But you're pretty sure it was  
23 only three?

24 A. Uh-huh.

25 Q. And --

1 A. Yes.

2 Q. Okay. And that brings me to the next  
3 point. I'd like to make some agreements with you  
4 about the deposition. The first one is that,  
5 because a court reporter is taking this down and  
6 she can't answer (sic) yes or no, just like you  
7 heard me say yesterday, it's important -- she  
8 can't take down uh-huh or an nuh-uh. So it's  
9 important that you answer yes or no or give a  
10 verbal response to any question. Agreed?

11 A. Agreed.

12 Q. If you have any trouble understanding my  
13 question or need it clarified, would you please  
14 let me know so that when you give an answer I will  
15 know that you have understood the question.  
16 Agreed?

17 A. Absolutely.

18 Q. Okay. And if you need to take a break,  
19 just let me know. And if I can accommodate you,  
20 we'll take a break.

21 A. Okay.

22 Q. You said that you have some sinus  
23 troubles this morning?

24 A. Yes.

25 Q. Are you taking any medication that would

1 interfere with your ability to answer truthfully  
2 and completely this morning?

3 A. Not to my knowledge.

4 Q. Okay. Before Hurricane Katrina, have  
5 you ever retained a lawyer to represent you in any  
6 manner? Let's -- well, never mind. Go ahead.

7 A. I haven't.

8 Q. Okay.

9 A. Wait. My divorce attorney.

10 Q. Okay. That's what I was going to ask  
11 you about. And so the divorce attorney would be  
12 the only lawyer that you have ever retained to  
13 represent you personally in any matter?

14 A. Yes.

15 Q. Okay. Did you give papers to the  
16 divorce attorney to facilitate his or her  
17 representing you in that matter?

18 A. What kind of papers?

19 Q. Any kind of papers.

20 A. Yes.

21 Q. Did you expect to get those papers back  
22 at the end of the representation?

23 A. I gave him a copy, so I didn't think  
24 about that.

25 Q. Okay. So you've never had an occasion

1 to ask the lawyer to return your documents to you  
2 at the end of a representation?

3 A. No.

4 Q. Okay.

5 MR. HAWLEY:

6 Barbara, maybe I should say at the  
7 outset, we were here yesterday obviously and  
8 privilege issues came up several times with  
9 Mrs. Lobrano. There are going to be a lot of  
10 privilege issues here today, and I know you  
11 anticipate that. But Cori here has, as you heard  
12 yesterday, retained the Scruggs firm initially to  
13 talk about the documents, and you heard that from  
14 the mom yesterday. I won't interfere with the  
15 attorney-client privilege to the current extent  
16 with the divorce lawyer. But she also has talked  
17 to governmental investigators, and I think there's  
18 some governmental investigation privileges that  
19 may attach depending on where you go with that  
20 line of questions. Obviously we have an  
21 attorney-client privilege between us, Kitty Brown  
22 and myself; and I know you are well aware of that.  
23 There also is another area where there's  
24 an attorney-client privilege and also a statutory  
25 privilege that we may have to get into, and I'm

1 just outlining the various ones I foresee coming  
2 up so that we may have to jump in. She may have  
3 some questions because I am only her lawyer with  
4 this lawsuit. My life is very simple, but I have  
5 to protect the attorney-client privilege of other  
6 attorneys who are not in this room, governmental  
7 investigations where she's a key player and  
8 they're not in this room. So some of those areas  
9 may need clarification. If possible, she may need  
10 to take a break from time to time to clarify those  
11 with her lawyer, me.

12 MS. STANLEY:

13 Okay. And what is the statutory  
14 privilege that you're talking about?

15 MR. HAWLEY:

16 You know what, it's -- I can't cite you  
17 the statute, but there is a matter that is under  
18 seal, and the privilege is a statutory privilege.  
19 And that's all I'm at liberty to say.

20 MS. STANLEY:

21 I am not at all interested in any  
22 discussions that Ms. Rigsby had with any  
23 governmental entity.

24 MR. HAWLEY:

25 Good. Thank you.

1 MS. STANLEY:

2 And so what she's told a governmental  
3 entity is just not part of this lawsuit.

4 (Exhibit 1 was marked.)

5 MS. STANLEY:

6 Q. Let me show you what I've already marked  
7 as Exhibit 1 and ask you if you've seen that  
8 document before?

9 A. I don't remember seeing it before.

10 Q. So you don't believe you've ever seen  
11 this document before?

12 A. I don't believe I have.

13 Q. Okay. Would you look at the last page  
14 of this document?

15 And then, for the record, this document  
16 is the Second Amended Notice of Plaintiff's Intent  
17 to Take the Videotaped Oral Deposition of Cori  
18 Rigsby Moran. The last page is something labeled  
19 subpoena duces tecum. Do you see that?

20 A. I do.

21 Q. And it asks for certain documents. And  
22 to paraphrase, the documents that it requests are  
23 the documents that have been at issue in this  
24 lawsuit. Do you understand the term "documents"  
25 when I say the documents at issue in this lawsuit?

1 A. Yes.

2 Q. Okay. The subpoena duces tecum asks you  
3 to bring with you to this deposition the documents  
4 at issue in this lawsuit. Did you bring any  
5 documents to this deposition?

6 A. No, I did not.

7 Q. Have any documents been returned to you  
8 by Mr. Scruggs or any member of the Scruggs  
9 Katrina Group?

10 A. No.

11 Q. Okay. So in other words, regarding the  
12 documents, nothing has changed since Friday, the  
13 19th when we were in front of Judge Acker; is that  
14 correct?

15 A. That is correct.

16 Q. Okay.

17 MR. HAWLEY:

18 And, actually, Barbara, I think that's  
19 not correct. And I think I said this yesterday  
20 with everyone in this room, and Cori may or may  
21 not know this. But on her behalf, we did call the  
22 assistant Mississippi attorney general, Courtney  
23 Schloemer, the day before yesterday when we heard  
24 that there was a settlement, or a tentative  
25 settlement of that investigation -- I think it's

1 not final as of right now -- and asked for Ms.  
2 Schloemer to return to Cori so she could return  
3 those documents to you, that additional copy that  
4 we understand the Scruggs firm sent to the  
5 attorney general pursuant to a letter that you've  
6 now seen.

7 So that is one change since Friday. We  
8 made that call on behalf of Cori and Kerri. And  
9 the response back was -- how should I put it? It  
10 was let -- we will think about that here. We  
11 can't get those documents to you in Gulfport by  
12 the time of these depositions, but we will see  
13 what we can do and I will talk to my bosses about  
14 complying with that request, or words to that  
15 effect.

16 MS. STANLEY:

17 Okay.

18 MR. HAWLEY:

19 So the answer was not no; it was let us  
20 discuss it and see what we can do.

21 MS. STANLEY:

22 Okay. We'll come back to that subject a  
23 little later on, but I appreciate your comment.

24 Q. All right. What is your current  
25 address, Ms. Rigsby?



1           A.    10021 Mockingbird Circle, Ocean Springs,  
2           Mississippi 39564.

3           Q.    Okay. Did you grow up in Ocean Springs?

4           A.    No.

5           Q.    Where did you grow up?

6           A.    Pas -- Gautier.

7           Q.    I'm sorry?

8           A.    Gautier, Mississippi.

9           Q.    Okay. Were you living in Ocean Springs  
10          when Hurricane Katrina hit in 2005?

11          A.    Yes.

12          Q.    What was the -- where were you living  
13          when the hurricane hit?

14          A.    At the same address I just gave you.

15          Q.    The Mockingbird address?

16          A.    Yes.

17          Q.    Okay. Was that house damaged during --  
18          during Katrina?

19          A.    Yes.

20          Q.    Have you been able to repair it and move  
21          back in?

22          A.    Yes.

23          Q.    Okay. Did you carry flood and  
24          homeowner's insurance on the Mockingbird house?

25          A.    Yes.

1 Q. Were you insured through State Farm?

2 A. No.

3 Q. Okay. Did you make a claim for the  
4 insurance -- did you make a claim on your  
5 insurance for the repairs of the house on  
6 Mockingbird?

7 A. Yes.

8 Q. Did the insurance company pay to your  
9 satisfaction?

10 A. Yes.

11 Q. Okay. Now, I understand from  
12 yesterday -- let me go back just a second. After  
13 the hurricane hit and the house on Mockingbird was  
14 damaged, where did you -- where did you live after  
15 you found the damage?

16 A. In the house.

17 Q. So the house was never so badly damaged  
18 that you couldn't live in it?

19 A. That's correct.

20 Q. Okay. So you never had to live in a  
21 trailer?

22 A. No.

23 Q. Okay. All right. Now, I understand,  
24 from talking to your mother yesterday, that her  
25 house on Lovers Lane was badly damaged and she did

1 have to move out.

2 A. Yes.

3 Q. And you recall that she lived in a  
4 trailer for six weeks or so after the hurricane  
5 hit?

6 A. I don't remember how long, but, yes, she  
7 did live in a trailer for some time.

8 Q. Okay. And your mother made a claim --  
9 she was insured by State Farm and made a claim on  
10 State Farm for the -- on her homeowner's policy?

11 A. Yes.

12 Q. Were you aware of that?

13 A. Yes.

14 Q. Thank you. Did you give your mother any  
15 advice on how to handle her claim?

16 A. Yes.

17 Q. What advice did you give your mother?

18 A. I can't remember all the advice I gave  
19 mother.

20 Q. Can you remember some of it?

21 A. I do remember showing her how to fill  
22 out the personal property inventory form. That  
23 was confusing for her to know what to put in which  
24 blank.

25 Q. Right.

1           A.    And I think I told her the fax number to  
2 fax stuff in, some of her documents, that sort of  
3 thing, very general information.

4           Q.    Anything else you can recall?

5           A.    Not specifically, no.

6           Q.    Okay. Did you confer with State Farm  
7 about which adjuster should be assigned to your  
8 mother's claim?

9           A.    Actually, I was told which adjuster was  
10 going to be assigned.

11          Q.    Who told you?

12          A.    Lecky King.

13          Q.    Okay. Did you discuss that with her at  
14 all?

15          A.    She just told me.

16          Q.    Had she told you before the adjuster was  
17 assigned?

18          A.    She told me who she had picked.

19          Q.    Okay. Did she tell you before she had  
20 advised the adjuster?

21          A.    I don't know.

22          Q.    Okay. Who did she pick?

23          A.    Jamie Woody.

24          Q.    Do you know why she picked Jamie Woody?

25          A.    No, I don't.

1 Q. Was Jamie Woody an adjuster that you  
2 were managing in this catastrophe?

3 A. I don't remember if Jamie was on my team  
4 or not. I would think he wouldn't have been, but  
5 I don't remember.

6 Q. Okay. Were you part of the decision --  
7 did you participate in making the decision to  
8 assign Jamie Woody to your mother's claim?

9 A. No.

10 Q. So that was made solely by Lecky?

11 A. Yes.

12 Q. If Jamie Woody -- if the evidence were  
13 to show that Jamie Woody was on your team, would  
14 that have created a conflict for you under the  
15 guidelines of Renfroe?

16 MR. HAWLEY:

17 To the extent that calls for a legal  
18 conclusion, I'll object. But, Ms. Rigsby, answer  
19 if you can.

20 MS. STANLEY:

21 Q. Okay. Let me back up on that just a  
22 minute. Ms. Rigsby, how long had you worked for  
23 Renfroe by the time Hurricane Katrina hit in 2005?

24 A. I guess -- well, since '98, May of '98.

25 Q. Okay. Were you familiar with Renfroe's

1 conflict of interest guidelines and rules and  
2 requirements?

3 A. I'm sure I was.

4 Q. As an approximately seven-year employee  
5 of Renfroe and familiar with the guidelines, did  
6 you -- were you concerned that having an adjuster  
7 that you were supervising assigned to your  
8 mother's claim would create a conflict of  
9 interest?

10 A. Have we established that I was  
11 supervising him?

12 Q. If the evidence establishes that you  
13 were supervising Jamie Woody and based on your  
14 experience as a Renfroe manager and adjuster,  
15 would your supervision -- or would the appointment  
16 of somebody that you were supervising create a  
17 conflict of interest?

18 MR. HAWLEY:

19 Same objection, but answer if you can.

20 A. Once it's established, I'll discuss it.  
21 But if it's not established, that's hypothetical.

22 VIDEOGRAPHER:

23 Was that an objection?

24 MR. HAWLEY:

25 Yeah. I said object to the form, but

1 answer if you can.

2 MS. STANLEY:

3 Q. And your answer is that you're not going  
4 to answer because it's hypothetical?

5 A. Yeah. You said if it's established.  
6 This is a hypothetical question. If it's  
7 established, show me that it's established and  
8 I'll be happy to answer the question.

9 Q. So you're denying that you supervised  
10 Jamie Woody?

11 A. I have no recollection if I supervised  
12 him. There were five managers. He was in our  
13 office. I don't remember if Jamie was on my team  
14 or not. If you'll show me the roster and he's on  
15 my team, I'll be happy to proceed with this line  
16 of questioning.

17 Q. If any member of your team was assigned  
18 to adjust your mother's claim, would that have  
19 been a conflict of interest based on your years of  
20 experience as a Renfroe employee?

21 MR. HAWLEY:

22 Same objection, but answer it if you  
23 can.

24 A. I guess it could be construed that way;  
25 but under these circumstances, I was not the one

1 to make the call. The cat coordinator handpicked,  
2 knowing my relationship with the adjuster, who was  
3 going to adjust mother's claim.

4 MS. STANLEY:

5 Q. So you understood that the cat  
6 coordinator, and that was Lecky King --

7 A. Yes.

8 Q. You understood that Lecky King knew of  
9 your relationship with Jamie Woody and appointed  
10 Jamie Woody anyway to adjust your mother's claim?

11 A. Yes, she did. And she did not want  
12 Jamie Woody to know that she was my mother.

13 Q. Okay. Do you know whether or not Jamie  
14 Woody knew or eventually discovered that  
15 Mrs. Lobrano was your mother?

16 A. I think toward the end. I don't know if  
17 it had been turned over to somebody else, but  
18 eventually he knew, but he did not know originally  
19 when he investigated the claim.

20 Q. Did you tell either Gene or Jana Renfroe  
21 that Jamie Woody had been named as the adjuster  
22 and that there may be a conflict?

23 A. No.

24 Q. Why not?

25 A. Lecky King assigned him to be the



1 adjuster. She --

2 Q. Okay.

3 A. I mean, she makes the calls. She's the  
4 boss. That's the way State Farm wanted it.

5 Q. Okay. Now, you said that your house was  
6 damaged, but it was liveable after the storm?

7 A. Yes.

8 Q. And you continued to live there?

9 A. Yes.

10 Q. Did anybody live there with you?

11 A. Yes.

12 Q. Who?

13 A. When?

14 Q. Let's just say the first three months  
15 after the storm.

16 A. I think I was alone the first three  
17 months after the storm.

18 Q. All right. When did somebody move in  
19 with you?

20 A. I believe, February.

21 Q. Who moved in?

22 A. My mother, my stepfather and my sister  
23 and two adjusters.

24 Q. Okay. Who are the two adjusters that  
25 moved in?

1 A. Well, it was one adjuster, actually.

2 Q. Who was that?

3 A. Tammy Hardison. She moved in the  
4 driveway in her own camper.

5 Q. Say again. I didn't hear you.

6 A. She moved into my driveway in her own  
7 RV. The campgrounds started to smell like poop.

8 Q. Okay. Did Lecky King ever live with you  
9 in your house on Mockingbird?

10 A. No.

11 Q. Did you discuss your claim with Jamie  
12 Woody? Excuse me. Let me rephrase that. Did you  
13 discuss your mother's claim with Jamie Woody?

14 A. No, not that I recall.

15 Q. Do you recall whether or not your mother  
16 requested a second engineering report?

17 A. A second engineering report?

18 Q. Yes.

19 A. I'm not aware of a second engineering  
20 report.

21 Q. My question was: Were you aware that  
22 your mother had requested -- whether or not your  
23 mother had requested this --

24 A. I'm not aware of that.

25 Q. Okay. Let me finish my question, and

1 let me do that again just so we get it on the  
2 record cleanly. Were you aware whether or not  
3 your mother had requested a second engineering  
4 report on her house?

5 A. No, I was not aware of that.

6 Q. Okay. Did State Farm pay your mother's  
7 claim for wind damage?

8 A. A portion of it, yes.

9 Q. Were you satisfied with State Farm's  
10 settlement of your mother's claim for wind damage?

11 A. The claim has not been closed or denied  
12 or settled.

13 Q. Are you satisfied with the status of  
14 your mother's claim for wind damage?

15 A. I'm not satisfied nor dissatisfied.  
16 It's incomplete.

17 Q. All right. Now, I believe you said  
18 earlier that you have worked for Renfroe from --  
19 since 1998, correct?

20 A. Correct.

21 MS. STANLEY:

22 Okay. I'd like to get some documents  
23 and some -- put these in the record just a second.

24 VIDEOGRAPHER:

25 Sorry? Are we on record?

1 MS. STANLEY:

2 Yes.

3 (Exhibit 2 was marked.)

4 MS. STANLEY:

5 Q. Let me show you what I've marked as  
6 Exhibit 2. Can you identify Exhibit 2 for the  
7 record, please?

8 A. An employment agreement.

9 Q. Okay. If you would look on the last  
10 page of Exhibit 2, is that your signature?

11 A. That is my signature.

12 Q. And your signature was dated August the  
13 13th, 2004?

14 A. Yes.

15 Q. Okay. And the title of this document is  
16 Employment Agreement. And it's between you and  
17 Renfroe, correct?

18 A. Correct.

19 Q. Did you read this document before you  
20 signed it?

21 A. I've signed a lot of these. I don't  
22 know if I read this exact one.

23 Q. Okay. So this wasn't the first  
24 employment agreement that you had signed --

25 A. No.

1 Q. -- between you and Renfroe?

2 A. No.

3 Q. Okay. Would you look at Page 2,  
4 paragraph 6, please? The title of the paragraph  
5 is non-disclosure and non-solicitation.

6 A. Uh-huh.

7 Q. And then you see paragraph A, it  
8 discusses confidential information?

9 A. Uh-huh.

10 Q. Yes?

11 A. Yes. Sorry.

12 Q. And in that paragraph, and I'm just  
13 going to read a portion of it, the second sentence  
14 of that paragraph says, during employment and for  
15 a two-year period after termination of employment  
16 with Renfroe, employee will not disclose or  
17 misappropriate any confidential information of  
18 Renfroe, its clients or their customers for the  
19 employee's own use or for the use of any other  
20 corporation, partnership, firm, or entity except  
21 as the president of Renfroe expressly authorizes.  
22 Did I read that correctly?

23 A. I'm not seeing it very well, but it  
24 appears you did. I don't have my reading glasses.

25 Q. Would you like to stop just a minute and

1 get your reading glasses?

2 A. They're not here. I don't like to bring  
3 them around. It just shows that I'm old.

4 Q. Okay. Would you like my bifocals?

5 A. No thanks.

6 MR. HAWLEY:

7 We'll stipulate the document speaks for  
8 itself.

9 THE WITNESS:

10 I'm sure you read very well, Barbara.  
11 I'm in with what you say.

12 MS. STANLEY:

13 Q. Okay. And then do you recall that the  
14 document goes on and further defines what  
15 confidential information is?

16 A. I see that.

17 Q. All right. And on Page 3, at paragraph  
18 B, it also -- the employment agreement that you  
19 signed prohibits the use of the trademark or  
20 service mark of Renfroe, its clients, and their  
21 customers in any unauthorized way?

22 A. I see that.

23 Q. Do you see that? I'm correctly  
24 characterizing that paragraph?

25 A. Yes.

1 Q. Okay. And then paragraph C talks about  
2 the ownership of the confidential information,  
3 that its owned by Renfroe and its clients and that  
4 they shall have immediate access to the property  
5 or the -- or the document?

6 A. Give me a second on that one.

7 Q. Sure.

8 A. I've read C.

9 Q. You agree with what I said on C?

10 A. Yes, I do.

11 Q. Okay. And then paragraph D relates to  
12 trade secrets and that the employee -- this is the  
13 last couple of lines, employee will not  
14 misappropriate, disclose, publish or use said  
15 information and trade secrets without the express  
16 authorization of the president of Renfroe?

17 A. Yes.

18 Q. And paragraph E discusses the return of  
19 documents, and paragraph F discusses the return of  
20 other property. And the agreement that you made  
21 in this employment contract was that you will --  
22 that at any time requested or on cessation of  
23 employment or association with Renfroe, that the  
24 employee will return all physical or electronic  
25 records or documents and other materials and all

1 copies of the materials, plus any other property?

2 A. Yes.

3 MR. HAWLEY:

4 Again, we'll stipulate that the document  
5 speaks for itself.

6 MS. STANLEY:

7 Q. Okay. And so that was your agreement  
8 when you were --

9 A. Yes.

10 Q. -- employed with Renfroe?

11 Okay. Let me -- and this will be  
12 Exhibit 3.

13 (Exhibit 3 was marked.)

14 MS. STANLEY:

15 Q. Let me show you Exhibit 3 and ask you if  
16 you've seen that document?

17 A. Yes.

18 Q. Is Exhibit 3 a code of conduct?

19 A. Yes.

20 Q. On the last page of Exhibit 3, is that  
21 your signature?

22 A. Yes.

23 Q. And it's dated October 4, 2004?

24 A. Yes.

25 Q. Okay. And in this code of conduct, in



1 paragraph 1 of this code of conduct, did you agree  
2 and understand that you owed an undivided duty of  
3 loyalty to Renfroe, the clients and the customers?

4 A. Yes.

5 Q. Did -- in paragraph 3, did you agree  
6 that if you had any questions about a particular  
7 situation or believe others are not adhering to  
8 the code, the law or policies that you were to  
9 contact Gene or Jana Renfroe?

10 A. Yes.

11 Q. And you understood that that was  
12 something that you had agreed to do?

13 A. Yes.

14 Q. Down at the next to last paragraph on  
15 the first page of the code of conduct, did you  
16 understand that media contact and public  
17 discussion concerning Renfroe, Renfroe's clients  
18 and their customers was only to be conducted  
19 through authorized spokespersons?

20 A. Yes.

21 Q. Were you ever an authorized spokesperson  
22 for Renfroe or for any of its customers or clients  
23 for media contact?

24 A. No.

25 Q. The last paragraph on the first page of

1 Exhibit 3 says, the use of Renfroe's or our  
2 clients' names or logos or trademarks or  
3 servicemarks in personal endorsements,  
4 advertisements or public communications is  
5 strictly prohibited; did you understand that?

6 A. Yes.

7 Q. And then on Page 2 of the code of  
8 conduct, under the heading of protection of  
9 Renfroe's assets, did you agree, again, that  
10 Renfroe employees must protect from disclosure or  
11 misappropriation confidential and trade secret  
12 information developed or owned by Renfroe, their  
13 clients or their customers?

14 MR. HAWLEY:

15 Again, we'll stipulate the document  
16 speaks for itself.

17 A. We agree to the whole document, if  
18 that's okay, because I'm going to have to take a  
19 nap.

20 MS. STANLEY:

21 Q. Well, I appreciate that. Just a couple  
22 more questions.

23 MR. HAWLEY:

24 Ms. Stanley, she signed it. It's a  
25 legal document. She said she signed it.

1 THE WITNESS:

2 I agreed to it. I read it. I agreed to  
3 it.

4 MR. HAWLEY:

5 She signed it on the date it was signed.

6 THE WITNESS:

7 I knew what I was signing. English is  
8 my first language. I agree to it.

9 MS. STANLEY:

10 Okay. I still get to ask my questions.

11 Q. Did you also agree, the last paragraph  
12 on Page 2 of the code of conduct, that Renfroe  
13 employees are responsible for protecting from  
14 misuse, loss and unauthorized access and  
15 disclosure the computers and data of Renfroe and  
16 Renfroe's clients?

17 A. Yes.

18 Q. On the last page of Exhibit 3, under  
19 conflicts of interest, does this document not,  
20 again, stress the importance of avoiding conflicts  
21 of interest both in appearance and in fact?

22 A. I believe it does stress that.

23 Q. Okay. Now, you have signed a series of  
24 contracts?

25 A. I have.

1           Q.    And I know that this is tedious, but I  
2           want to go through them just to -- well, let me  
3           see if we can do this the easy way.  Do you recall  
4           whether or not the other employment agreements  
5           that you signed prior to signing the August 13,  
6           2004 agreement that is Exhibit 2, do you recall  
7           whether those other employment agreements also  
8           included the section on protecting confidential  
9           information?

10          A.    It was my recollection that every  
11          employment agreement had a code of conduct  
12          attached to it.  I might be wrong, but that's how  
13          I remembered it.

14          Q.    Okay.  Well, that's interesting  
15          information, but that wasn't my question.  Let me  
16          re-ask my question.  Do you recall whether or not  
17          the prior employment agreements included a section  
18          on confidential information that required each  
19          employee to protect the confidential information  
20          during employment and for a two-year period after  
21          termination?

22          A.    I'm sure you're right.  I don't recall  
23          what the employment agreements said that I've  
24          signed for the last eight years.

25          Q.    Okay.  Do -- I'm perfectly happy to

1 offer them to you and show them to you.

2 A. I'm not -- I'm not denying that I signed  
3 it. I just don't remember every word of every  
4 agreement that I --

5 Q. Okay. Do you recall that from the  
6 beginning of your employment agreement with  
7 Renfroe that protecting confidential information  
8 was always a job requirement?

9 A. Yes.

10 Q. Do you recall that the return of  
11 documents and records from the beginning of your  
12 employment with Renfroe, that returning documents  
13 and records was always a -- and property was  
14 always a condition of employment?

15 A. Yes.

16 Q. And you recall that you signed multiple  
17 codes of conduct, as well?

18 A. Yes.

19 Q. And each of these codes of conduct  
20 reiterated the confidentiality issue?

21 A. Yes.

22 MR. HAWLEY:

23 The documents speak for themselves.

24 MS. STANLEY:

25 Q. And you recall that each of the codes of

1 conduct raised the concerns about conflicts of  
2 interest; do you recall that?

3 A. No.

4 MS. STANLEY:

5 Okay. Let's get them out.

6 (Exhibit 4 was marked.)

7 MS. STANLEY:

8 Q. All right. The document in front of you  
9 is the code of conduct dated October the 26th,  
10 1999. Is that your signature on the last page of  
11 Exhibit 4?

12 A. It is.

13 Q. Okay. And let me call your attention to  
14 the third paragraph of the first page of Exhibit  
15 4, the third sentence said, if you have any  
16 questions about a particular situation or believe  
17 others are not adhering to the code, laws or  
18 policy, contact your supervisor or Gene Renfroe?

19 A. Yes.

20 Q. Okay. So does that refresh your  
21 recollection that from the time -- almost the time  
22 that you started with Renfroe that the code of  
23 conduct emphasized that if there was any concern  
24 about a conflict or a problem with the code, the  
25 law or policies that you were to contact --

1 MR. HAWLEY:

2 Object.

3 MS. STANLEY:

4 Q. -- your supervisor or Gene Renfroe?

5 MR. HAWLEY:

6 Object to the form, but answer if you  
7 can.

8 A. Yes. My memory is refreshed.

9 MS. STANLEY:

10 Q. Okay. So you do recall that --

11 A. Yes.

12 Q. -- it has always been an obligation that  
13 in case of a conflict that you would contact your  
14 supervisor or Gene Renfroe?

15 A. Yes.

16 MR. HAWLEY:

17 Object to the form, but answer if you  
18 can.

19 MS. STANLEY:

20 What is the form objection?

21 MR. HAWLEY:

22 Obligation, I don't know if she has an  
23 understanding it's her obligation. The document  
24 says what it says, and she signed the document.  
25 The previous question you said is it your

1 understanding that the document stresses this.  
2 The document says what it says. Whether it  
3 stresses it or not, it's a legal document. She  
4 signed it. It does say it.

5 MS. STANLEY:

6 Okay.

7 MR. HAWLEY:

8 It's not in bold face. So whether it's  
9 stressed or not, don't know.

10 MS. STANLEY:

11 Okay.

12 Q. Now, earlier, and I'm talking a couple  
13 of weeks ago, I mailed your lawyer a copy of a  
14 summary.

15 (Exhibit 5 was marked.)

16 MS. STANLEY:

17 Q. Have you seen a copy of Exhibit 5 --

18 A. Yes.

19 Q. -- before? Do you have any questions as  
20 to the accuracy of any of the information on  
21 Exhibit 5?

22 A. I saw it. I didn't read it.

23 Q. Okay. Well, I had hoped to save some  
24 time by sending it to you early so that we could  
25 determine whether or not there are any



1 inaccuracies on this.

2 So if it's all right, I'd like to go off  
3 the record for a minute and give the witness an  
4 opportunity to look at this document and let me  
5 know if she thinks there are any inaccuracies.

6 A. Okay.

7 VIDEOGRAPHER:

8 The time is approximately 10:24. We're  
9 off the record.

10 (Off the record.)

11 VIDEOGRAPHER:

12 The time is approximately 10:41. We're  
13 back on the record.

14 MS. STANLEY:

15 Before we go back to questions and  
16 answers, I would like to remind you that it's real  
17 important that we take turns talking so that the  
18 court reporter can get it down. So we really need  
19 to make sure that the other is finished talking  
20 before we start. Okay?

21 A. Okay.

22 Q. Have you now had an opportunity to  
23 review Exhibit 5?

24 A. I have.

25 Q. Okay. Were you aware that on

1 January the 9th I sent a copy of this document  
2 to your attorney so that you would have a  
3 chance to -- have plenty of time to review it for  
4 this deposition?

5 A. I wasn't aware of the date you sent it.

6 Q. Okay. Were you aware that I did send it  
7 earlier so that you would have an opportunity to  
8 review it?

9 A. Kitty gave it to me. I didn't know  
10 where it came from.

11 Q. Okay. And did you have it early enough  
12 so that you could review it?

13 A. I did.

14 Q. Okay. Based on your review and any  
15 documents or recollection that you may have, are  
16 there any inaccuracies on the chart on Exhibit 5  
17 that you would like to point out?

18 A. I don't quite understand what the Panama  
19 City, Fort Walton thing is in the first block.

20 Q. I understand. So I'm not sure what your  
21 question is.

22 A. I didn't work in Fort Walton. I did not  
23 work in Panama City.

24 Q. Okay. Do you recall what catastrophe  
25 that particular event was?

1 A. Well, it had to be Charlie.

2 Q. Was that Charlie, Hurricane Charlie?

3 A. That says Lakeland. That's where we did  
4 our orientation. And then I went down to Daytona  
5 Beach.

6 Q. So you were in Daytona Beach --

7 A. After Lakeland.

8 Q. -- after Lakeland? And in November of  
9 2004, for Hurricane Charlie, you were in  
10 Lakeland -- I mean, in Daytona --

11 A. Uh-huh.

12 Q. -- Daytona Beach?

13 A. Yes.

14 Q. Okay. But you did work the Hurricane  
15 Charlie catastrophe in November of '04?

16 A. I worked Hurricane Charlie from August  
17 to November of '04 in Daytona Beach, Florida.

18 Q. Okay.

19 A. I never worked in Panama City or Fort  
20 Walton.

21 Q. Okay. Are there any other corrections  
22 that need to be made?

23 A. I went to Pensacola October -- I mean,  
24 November the 19th.

25 Q. Of '05?

1 A. Of '04.

2 Q. Of '04. Okay. Now -- and the titles of  
3 the boxes, where it says disaster project  
4 assignment, it has the beginning date and the  
5 project code and the project location. So the  
6 beginning date is a Renfroe beginning date, not  
7 necessarily your beginning date.

8 A. Okay.

9 Q. Okay. Does that help any?

10 A. I still was never in Panama City or Fort  
11 Walton.

12 Q. I understand. I appreciate that, and  
13 we'll make that correction. Are there any other  
14 corrections that need to be made --

15 A. No.

16 Q. -- in any of the boxes on Pages 1 or 2?

17 A. Not that I remember from the previous  
18 storms, no.

19 Q. Okay. So after correcting -- if you  
20 would, on the exhibit, if you would take this pen  
21 and cross out Panama City and Fort Walton and  
22 substitute Daytona Beach and then initial your  
23 correction.

24 A. (Witness complying.)

25 Q. Thank you. Okay. Now, Exhibit 5 as

1 corrected accurately reflects the projects that  
2 you worked on and the time periods that you worked  
3 on them, or the time periods that were the  
4 beginning date for the project?

5 A. I can't verify the beginning date for  
6 the project if it's their beginning date, but  
7 these look like all the storms I've been to.

8 Q. Okay. Great. And, additionally, on the  
9 first --

10 MR. HAWLEY:

11 Barbara, excuse me. The record will  
12 speak for itself, but I thought she said something  
13 about a November 19th work date in Pensacola.

14 MS. STANLEY:

15 Q. Well, if you would like to make that  
16 correction on there, that would be fine.

17 MR. HAWLEY:

18 Did I misunderstand that?

19 THE WITNESS:

20 No, I did. She's saying the date is not  
21 my date. It's Renfroe's date.

22 MS. STANLEY:

23 Q. But that's all right. You can --

24 MR. HAWLEY:

25 Yeah. But the only thing I see on the

1 document about Pensacola is 4/7, which is pretty  
2 far removed in time from 11/19/2004.

3 THE WITNESS:

4 Thank you.

5 MS. STANLEY:

6 Okay.

7 MR. HAWLEY:

8 And, again, I'm just repeating what I  
9 heard on the record and trying to make sure the  
10 document --

11 MS. STANLEY:

12 Okay.

13 MR. HAWLEY:

14 -- comports with what you want it to  
15 comport with.

16 MS. STANLEY:

17 Q. With the corrections that you have made  
18 now, does that document accurately reflect the  
19 work history?

20 A. Yeah.

21 Q. Okay. To the best of your knowledge,  
22 does it also accurately reflect the number of  
23 employment agreements that you signed?

24 A. I'll stipulate I signed all those  
25 agreements. I'm sure I did.

1 Q. All right. And you would agree that  
2 there were multiple work assignments during the  
3 pendency of one contract?

4 A. It appears so.

5 Q. Okay. And when -- for example, let's  
6 take the contract, the August 2004 contract. When  
7 you were working in Pensacola, did you understand  
8 that you were bound by the confidentiality  
9 agreements and the trade secret agreements and all  
10 of the other paragraphs that we went through  
11 earlier today?

12 A. I had not signed a new employment  
13 agreement for the Pensacola storm. It was my  
14 impression that the employment agreements were per  
15 storm.

16 MS. STANLEY:

17 Objection, non-responsive.

18 Q. My question was: Did you understand  
19 when you were working in Pensacola that you were  
20 bound by the confidentiality and trade secret and  
21 return of property policies that had been part of  
22 the contract?

23 A. Part of which contract?

24 Q. Any contract.

25 A. No.

1 Q. So you understand -- you believe that when  
2 you were working in Pensacola that you had no  
3 obligation to keep any information confidential?

4 A. I didn't say that.

5 MS. STANLEY:

6 Objection, non-responsive.

7 Q. When you were working in Pensacola, did  
8 you believe that you had no obligation to keep any  
9 of the information confidential?

10 A. Not necessarily.

11 Q. All right. Let me do it the other way.  
12 When you were working in Pensacola, did you  
13 believe that you had an obligation to keep  
14 Renfroe's information and clients' information  
15 confidential?

16 A. I need you to reword the question.

17 Q. When you were working in Pensacola on  
18 the Pensacola catastrophe, did you understand that  
19 you, as a Renfroe employee, had an obligation to  
20 keep confidential the clients' information and  
21 policyholders' information?

22 A. That's just not something you think  
23 about. I didn't analyze that while I was in  
24 Pensacola and have that thought.

25 MS. STANLEY:



1                   Objection, non-responsive.

2                   Would you read the question back,  
3 please? Please listen to the question and answer  
4 my question.

5 THE WITNESS:

6                   I heard your question.

7                   (Whereupon, the question was read.)

8 THE WITNESS:

9                   I was working under that assumption.

10 MS. STANLEY:

11                  Q.    Okay. What was that assumption based  
12 on?

13                  A.    Previous years of working with Renfroe.

14                  Q.    Did you understand when you were working  
15 in Pensacola that a condition of your employment  
16 with Renfroe was that you protect and keep  
17 confidential Renfroe's information, the clients'  
18 information, and the policyholders' information?

19 MR. HAWLEY:

20                   To the extent that calls for a legal  
21 conclude, I'll object, but please answer it if you  
22 can.

23 THE WITNESS:

24                   I'm sorry. Now I've forgotten it.

25 MS. STANLEY:

1                   Would you read it back, please?

2                   (Whereupon, the question was read.)

3                   THE WITNESS:

4                   I would have worked under that  
5                   conception.

6                   MS. STANLEY:

7                   Q.     When you were working in Pensacola, did  
8                   you understand that any of the information or data  
9                   that was developed belonged to either Renfroe or  
10                  the insurance company?

11                  A.     Yes.

12                  Q.     Did you understand when you were working  
13                  in Pensacola that you had an obligation to return  
14                  property, documents, anything else that you had  
15                  acquired during that assignment?

16                  A.     Yes.

17                  Q.     Okay.  What was that understanding based  
18                  on?

19                  A.     It's the way we've always done it.

20                  Q.     So you understood that even if you had  
21                  not signed a -- an employment agreement  
22                  specifically dated for that catastrophe that your  
23                  work on that catastrophe was still governed by the  
24                  terms that -- I believe your phrase was the way  
25                  you had always done it?

1 MR. HAWLEY:

2 Object to the form. It calls for a  
3 legal conclusion, but answer if you can.

4 A. You're asking me if I thought something  
5 that I didn't think. I wasn't sitting in  
6 Pensacola thinking do I have an employment, do I  
7 not. If I don't, am I still going to act the way  
8 I've always done it. This is not a thought  
9 process that runs through you when you're working  
10 twelve hours a day, seven days a week.

11 MS. STANLEY:

12 Objection, non-responsive.

13 Q. Did you understand when you were working  
14 in Pensacola that the obligations that you had  
15 always worked under as a Renfroe employee  
16 continued to govern your work in Pensacola?

17 MR. HAWLEY:

18 Same objection, but answer if you can.

19 A. Yes.

20 MS. STANLEY:

21 Q. Okay. Again, looking at Exhibit 5, were  
22 you a manager in some of those catastrophes?

23 A. Yes.

24 Q. What does it mean to be a manager?

25 A. Could you be more specific?

1 Q. Sure. What is your understanding of  
2 what the job description of manager for Renfroe is  
3 when you're working on a catastrophe?

4 A. I don't believe they ever handed out a  
5 job description.

6 MS. STANLEY:

7 Objection, non-responsive.

8 Q. My question was: What was your  
9 understanding of what that job entailed?

10 A. Training the adjusters, working with  
11 State Farm management or Nationwide management,  
12 helping them interpret the policy, write  
13 estimates. So training and managing really.

14 Q. Okay. And the people that you were  
15 training and managing were the adjusters?

16 A. Yes.

17 Q. Okay. As part of your job in training,  
18 did you make sure the new adjusters understood the  
19 importance of confidentiality?

20 A. We passed out the confidentiality  
21 agreement.

22 Q. Say again.

23 A. We passed out the confidentiality  
24 agreement for new employees to sign.

25 Q. When you were doing your training, did

1 you spend any time emphasizing or discussing  
2 confidentiality with the new adjusters?

3 A. Yes.

4 Q. Okay. Why?

5 A. Because we had rules in the office as  
6 far as shredding State Farm documents. We  
7 couldn't throw them away in the garbage cans, that  
8 sort of thing. Shredding documents instead of  
9 throwing them away in the garbage can. We had to  
10 do security awareness on the Internet. So we had  
11 training for that.

12 Q. Okay. And do you recall why that was,  
13 why those procedures were in place?

14 A. Well, they didn't want the documents to  
15 be out where they could be picked up by anyone and  
16 know people's claim number and that sort of thing,  
17 I imagine.

18 Q. Okay. And why was that?

19 A. I don't know. We'll have to ask them.

20 Q. Did you understand that the claim number  
21 and the information in the claims file -- let me  
22 rephrase that. Did you understand that the claims  
23 files included personal information or other  
24 confidential information?

25 A. I don't consider anything in a claim

1 file personal or confidential.

2 Q. Do you consider a Social Security number  
3 personal or confidential?

4 A. I've never seen a Social Security number  
5 in a residential claim file.

6 Q. Have you seen a Social Security number  
7 in a rental claim file?

8 A. I've seen a tax ID number in commercial  
9 claim files.

10 Q. Is that tax ID number not a personal or  
11 confidential piece of information?

12 A. Yes. But that was very rare.

13 Q. Okay. Did you ever see receipts in a  
14 claims file?

15 A. Occasionally, yes.

16 Q. Did the receipts ever have a complete  
17 credit card number?

18 A. No, not that I recall.

19 Q. Did you ever see receipts for  
20 prescriptions in a claims file?

21 A. Receipts for prescriptions?

22 Q. Yes.

23 A. Not that I recall.

24 Q. Okay. But just because you don't recall  
25 it doesn't mean that they weren't there, right?

1 A. Of course.

2 Q. When you were working as either an  
3 adjuster or a manager on a catastrophe assignment,  
4 did you understand that you were working as the  
5 agent of the insurance company?

6 MR. HAWLEY:

7 Calls for a legal conclusion, I object,  
8 but answer if you can.

9 A. I don't -- I assumed I was working as a  
10 representative of E.A. Renfroe.

11 MS. STANLEY:

12 Q. Did you understand that you owed a fid  
13 -- well, let me back this up just a minute. Do  
14 you understand what a fiduciary duty is?

15 A. No, I don't.

16 Q. Okay. Do you understand what a duty of  
17 loyalty is?

18 A. I guess.

19 Q. Okay. What would be --

20 A. I understand those three words, so, yes.

21 Q. In your understanding, what is a duty of  
22 loyalty?

23 A. To remain loyal to your employer, to  
24 your client.

25 Q. Okay. Did you understand that you had a

1 duty of loyalty not only to your employer, which  
2 you had signed, but you had a duty of loyalty to  
3 the insurance company?

4 A. Yes.

5 Q. Okay. Now, I want to talk about the  
6 Hurricane Katrina assignment.

7 A. Okay.

8 Q. Do you recall what your date of  
9 deployment was?

10 A. It was early September.

11 Q. Okay. Because the hurricane struck  
12 August the 29th of 2005, right?

13 A. Yes.

14 Q. Okay. So it would have been, what, four  
15 or five days after the hurricane had hit?

16 A. I would guess that, yes.

17 Q. What was your position or your job title  
18 during the Hurricane Katrina assignment?

19 A. I started off as a trainer, I believe.

20 Q. Okay. And did you end up in a different  
21 position?

22 A. Yes.

23 Q. What was that?

24 A. As one of the managers at the flood  
25 office.



1 Q. Okay. When you say "the flood office,"  
2 what do you mean by "the flood office"?

3 A. There was an office in Biloxi referred  
4 to as the wind office and an office in Gulfport  
5 referred to as the flood office by State Farm.

6 Q. And why was there a division between  
7 wind and flood?

8 A. I don't know.

9 Q. What claims were handled out of the wind  
10 office in Biloxi?

11 A. I wasn't in the wind office.

12 Q. And you don't know what claims were  
13 handled out of that?

14 A. Nuh-uh.

15 Q. What claims were handled out of the  
16 flood office in Gulfport?

17 A. Homeowners who had flood policies and  
18 their companion wind claims.

19 Q. Okay. Did you train anybody that went  
20 to work in the wind office in Biloxi?

21 A. I could have at the first couple of  
22 weeks I was there before I went to Gulfport. We  
23 had training.

24 Q. But you don't recall whether or not you  
25 trained anybody that specifically ended up

1 assigned to the wind office?

2 A. No, I don't remember that.

3 Q. And you never did work in the wind  
4 office?

5 A. Not until after the two offices merged  
6 in February.

7 Q. Okay. When did you go to the  
8 wind office -- I mean, to the flood office?

9 Excuse me.

10 A. Sometime in September.

11 Q. Would that have been shortly after you  
12 were deployed?

13 A. I would say a week or so. I just don't  
14 remember.

15 Q. Okay. So you were deployed sometime in  
16 early September?

17 A. Yes.

18 Q. And then a week or so later, you were  
19 then sent to the flood office in Gulfport?

20 A. Yes.

21 Q. Okay. Was Kerri sent to the flood  
22 office in Gulfport as well?

23 A. Yes.

24 Q. About the same time you were?

25 A. I don't remember.

1           Q.    All right.  Now, I want to talk a little  
2 bit about the security measures that were in place  
3 in the flood office.  Before I do that, there's  
4 another question.  When you were working -- before  
5 you went to the flood office, where were you  
6 working?

7           A.    I was working out of the strip center  
8 where Renfroe rented a little office space.

9           Q.    Was that in Gulfport?

10          A.    It was in Ocean Springs.

11          Q.    In Ocean Springs.  Okay.  So you were in  
12 the Ocean Springs strip center from the beginning  
13 of your employment early in September until later  
14 in September when you went to the flood office?

15          A.    Yes.

16          Q.    Okay.  Who did you report to when you  
17 were at the strip center office?

18          A.    Joe LaFontaine.

19          Q.    Okay.  Who did you report to when you  
20 went to the flood office in Gulfport?

21          A.    Joe LaFontaine.

22          Q.    Now I want to talk a little bit about  
23 the security measures, and let's start with the  
24 strip center.  Who had access to the Renfroe --  
25 were the Renfroe and the State Farm offices all

1 together in that strip center in Ocean Springs?

2 A. It wasn't offices. There was an  
3 abandoned shopping center, and State Farm  
4 management was located in that area. And then  
5 there were trailers set up, and the independent  
6 firms each had a trailer.

7 Q. I see. So who had access to Renfroe's  
8 trailer?

9 A. Anyone.

10 Q. Anyone? Just, you know, folks from the  
11 neighborhood could come --

12 A. If they got past security, yeah.

13 Q. Okay. So there was -- was the whole  
14 area where the trailers and the strip center were,  
15 was that secured? Was it behind a fence?

16 A. No.

17 Q. So what security would they have to get  
18 by to get in?

19 A. A security guard.

20 Q. Did the security guard just patrol?

21 A. I was inside most of the day. Every  
22 time I saw him, he was sitting in a chair.

23 Q. Was he sitting in a chair inside the  
24 strip center or was he sitting in a chair that  
25 would give him a view of the trailers?

1 A. It depends on what the weather was.

2 Q. Okay. It sounds like you don't think  
3 the security guard provided much security.

4 A. I mean, people got past him all the  
5 time.

6 Q. Okay. What about the State Farm  
7 facility, what -- how was access gained to the  
8 State Farm facility?

9 A. Through the same security guard.

10 Q. Through the security guard. Did you  
11 have to sign in and sign out?

12 A. I don't know. I'm assuming people did.  
13 I didn't.

14 Q. Okay. Did you have any sort of ID  
15 badge?

16 A. Yes.

17 Q. Okay. Did everybody who was supposed to  
18 have access to the State Farm office, were they  
19 supposed to have an ID badge?

20 A. They were supposed to, but policyholders  
21 came in as well.

22 Q. Okay. I understand that State Farm  
23 issued laptops to the adjusters to facilitate  
24 adjusting the claims; is that correct?

25 A. Yes.

1 Q. What security measures were in place for  
2 the use of the laptop?

3 A. I don't understand the question.

4 Q. Sure. Was it password protected? Were  
5 there multiple passwords? Were there any rules  
6 and regulations about the use of the laptop?

7 A. Yes. There was -- it was password  
8 protected, and they requested that we not use the  
9 E -- the interoffice e-mail for personal use.

10 Q. Okay. Were there any of State Farm's  
11 programs that had more than one password for  
12 access?

13 A. There were -- it seems like each program  
14 had its own password. So once you got in the  
15 computer, you just couldn't get into every  
16 program.

17 Q. Okay. Were there different levels of  
18 access for people who were managers versus people  
19 who were adjusters?

20 A. Not on the independent side, that I'm  
21 aware of.

22 Q. What about printers, was there any  
23 access control for the printers?

24 A. Not that I'm aware of.

25 Q. Were passwords or client codes or

1 anything else required to print things on the  
2 printers that were on site?

3 A. I don't believe so.

4 Q. Okay. Would that also be true of the  
5 flood office?

6 A. This is the flood office.

7 Q. Oh, okay. I'm -- I was still talking  
8 about the strip center here.

9 A. The strip center is the flood office.

10 Q. I thought you said the flood office was  
11 in Gulfport.

12 A. And that was the strip center in  
13 Gulfport.

14 Q. Okay. I'm talking about the Ocean  
15 Springs strip center.

16 A. I'm sorry.

17 Q. Okay. Yeah. I'm trying to confine it  
18 right now to the beginning.

19 A. Okay. Just tell me what town we're  
20 in --

21 Q. Okay. Okay.

22 A. -- instead of naming the building.

23 Q. All right. So in Ocean Springs, I'm  
24 talking about access to printers. Was there any  
25 restriction on access to printers in Ocean

1 Springs?

2 A. I have no recollection of my time in  
3 Ocean Springs.

4 Q. Okay. So then the flood office in  
5 Gulfport, do you recall whether or not there was  
6 any access restriction for printers in the  
7 Gulfport office?

8 A. Not that I'm aware of.

9 Q. Okay. Did you have -- were you issued  
10 clothing that identified you as a State Farm  
11 representative?

12 A. Some of the adjusters were.

13 Q. Were you issued clothing that identified  
14 you as a State Farm representative?

15 A. I already had my own State Farm  
16 clothing.

17 Q. And that was leftover from which  
18 assignment?

19 A. All of them.

20 Q. Okay. So you had done work for State  
21 Farm numerous times in the past?

22 A. Yes. It's never been a condition to  
23 return used clothing.

24 Q. Okay. What kind of clothing did you  
25 have?



1 A. Shirts and jackets.

2 Q. With the State Farm logo?

3 A. Yes.

4 Q. Okay. Can you think of any other  
5 security controls that were in place for access to  
6 State Farm programs or State Farm equipment or  
7 State Farm offices?

8 A. No.

9 Q. All right.

10 A. Not at that office.

11 MS. STANLEY:

12 Okay. I have questions, a number of  
13 questions about documents that would have been in  
14 a claims file. Since we don't have any documents,  
15 I would like to hold these questions for the  
16 resumption of this deposition when we do have the  
17 documents.

18 MR. HAWLEY:

19 I don't have an objection to that.

20 MS. STANLEY:

21 Okay.

22 Q. Now I'd like to turn my questions to  
23 the -- what your mother referred to yesterday as  
24 irregularities. When did you first determine that  
25 there were irregularities in what you were seeing?

1           A.    The second day I was at the Gulfport  
2 flood office.

3           Q.    And approximately what day was that?

4           A.    I don't know, before the 10th of  
5 September.

6           Q.    Before the 10th of September?

7           A.    Yeah.

8           Q.    Why does that date stick out?

9           A.    I don't know.

10          Q.    Okay.  So before the 10th of September  
11 2005, you became aware of irregularities, a  
12 term that -- is that an appropriate term for me to  
13 use?

14          A.    That's fine.

15          Q.    Okay.  How did you become aware of these  
16 problems?

17          A.    Dave Randel.

18          Q.    What did Dave Randel say?

19          A.    He had decided to do an engineer --  
20 assign an engineer report to every policyholder  
21 who had a slab, Popsicle sticks, or a cabana  
22 across the board without benefit of an inspection  
23 first.

24          Q.    Okay.  Would you define the -- some of  
25 the terms that you just used there, please, slab,

1 Popsicle stick, cabana?

2 A. Slab is a foundation.

3 Q. Okay. So that means that there's  
4 nothing left but the foundation?

5 A. Yes.

6 Q. All right. Next?

7 A. Popsicle stick means a house that was on  
8 piers, just the piers are remaining.

9 Q. Okay.

10 A. And a cabana means the house, the piers,  
11 the exterior and the roof is possibly intact but  
12 the interior has been gutted.

13 Q. Okay. So Dave Randel, who is Dave  
14 Randel?

15 A. He was -- he's the section manager.

16 Q. A State Farm section manager?

17 A. Yes.

18 Q. Okay. And he decided that -- to require  
19 engineering reports without benefit of any prior  
20 inspection?

21 A. Yes. Across the board.

22 Q. Across the board. And did you consider  
23 that to be an irregularity?

24 A. Yes.

25 Q. Why?

1           A.    We have never done anything like it  
2 before.

3           Q.    Okay. Did -- and why did -- why were  
4 you concerned about that?

5           A.    Well, normally you only order an  
6 engineer when an adjuster has a problem making a  
7 call or distinguishing between damage. It was  
8 just stupid. It was a bad call.

9           Q.    Okay.

10          A.    Everybody could see the writing on the  
11 wall with the possible inconsistencies and --

12          Q.    So what writing on the wall did you see  
13 with this decision by Dave Randel?

14          A.    It was -- it was a mistake.

15          Q.    Why?

16          A.    Because you get that many engineers on  
17 one street, you're going to get five different  
18 answers. And then you're going to have neighbors  
19 having different answers, and then we're going to  
20 have to explain that.

21          Q.    Okay.

22          A.    It's a bad call.

23          Q.    Okay. Now, after this decision by Dave  
24 Randel that you disagreed with, what was the next  
25 thing that you considered to be an irregularity?

1           A.    I don't remember the exact order of what  
2    I found.  I can remember what I found maybe in  
3    October, but I don't remember what was first and  
4    what was second, to be honest.

5           Q.    Okay.  What else --

6           A.    I had *E. coli*, you know, the whole  
7    thing.  I was sick, so -- we found a duplicate  
8    engineer report, one that said wind damage and one  
9    that said water, from the same engineering firm  
10   eight days apart.

11          Q.    When did you find that?

12          A.    In October.

13          Q.    About when in October?

14          A.    The end.

15          Q.    So around Halloween?

16          A.    I guess, yeah.

17          Q.    Was it, you know, like the 23rd of  
18   October or the 31st of October?

19          A.    I don't even know what today is,  
20   Barbara.

21          Q.    All right.  So end of October --

22          A.    End of October.

23          Q.    Okay.  All right.  And how did you find  
24   this -- these duplicate or conflicting engineering  
25   reports?

1           A.    One of Kerri's people, it ended up in  
2 their basket. I think they brought it to Kerri.  
3 She was their manager. They didn't understand  
4 what the file -- what it was. And she looked at  
5 it, and she thought it had been left out of the  
6 file. So she went and pulled the file. And the  
7 new report was in there, and this one had been  
8 left out with a sticky note on it, so --

9           Q.    Okay. And how did you learn about it?

10          A.    Kerri told me.

11          Q.    When did she tell you?

12          A.    That evening, I guess, or the next day.  
13 I don't know how long -- you know, between the  
14 time. You'll have to ask her.

15          Q.    So you understand that the day that she  
16 made that discovery, more or less, was when she  
17 shared that information with you?

18          A.    I'm going to be in the loop within the  
19 day or two, I would guess, yes.

20          Q.    Okay. Do you know if she shared it with  
21 anybody else?

22          A.    It's my belief that at that time my  
23 mother and I were the only ones that knew about  
24 it.

25          Q.    Okay. What did you do about that

1 information?

2 A. We didn't -- we made a copy of it.

3 Q. Where did you make a copy?

4 A. I don't know where she made a copy.

5 Q. And then what did you do?

6 A. I believe she took it to Lecky King.

7 Q. Okay. And what was Lecky's reaction?

8 A. I can't remember. You'll have to ask  
9 Kerri.

10 Q. Okay. Then what happened?

11 A. As far as what?

12 Q. As far as the duplicate engineering  
13 report and your concerns about it.

14 A. At that point, I questioned Lecky as  
15 to -- well, Lecky was in charge of the engineer  
16 reports in the office. They were all coming  
17 directly to her to be reviewed, which again is  
18 irregular. That's not usually how the procedure  
19 works. So I was sitting -- I witnessed her one  
20 day telling one of the State Farm trainers to --  
21 she kind of hurled an engineer report at her and  
22 said, call this company and tell them if they  
23 don't change this report, we're not paying the  
24 invoice. And so I asked her about that.

25 Q. Okay. And after you asked Ms. King

1 about it, what else did you do about it?

2 A. Nothing.

3 Q. Okay. Were there any other  
4 irregularities beyond the Dave Randel decision and  
5 this engineering report that you're talking about  
6 and Ms. King's reaction to it?

7 A. Yes.

8 Q. Were there other irregularities that you  
9 discovered during this October time period?

10 A. Yes. It was a steady pile of engineer  
11 report -- reports were given to the claims  
12 adjusters or the files because Lecky was  
13 requesting that they all be changed if they didn't  
14 read the way she wanted them to read.

15 Q. Anything else?

16 A. Then Dave Randel decided to do a mass  
17 cancellation of all the remaining engineer reports  
18 that haven't come in.

19 Q. Anything else?

20 A. Yes. He sent out a memo that said if --  
21 please turn in your notes and photos, do not write  
22 the report, but we will pay your invoice.

23 Q. And who did he send that memo to?

24 A. All the engineer firms that we haven't  
25 received a report from.



1 Q. Okay. Anything else?

2 A. That's all I remember through October.

3 Q. What about November?

4 A. I'm fuzzy in November. I don't  
5 remember. Nothing jumps out at me.

6 Q. Okay. December?

7 A. Nothing. I mean, just bits and pieces  
8 of little things, nothing significant that I can  
9 remember.

10 Q. Okay. How about January?

11 A. January, again, no.

12 Q. Okay. Are there any further  
13 irregularities after January that you were  
14 concerned about?

15 A. That's when we started mediation.

16 Q. Were there irregularities in the  
17 mediation process that you were concerned about?

18 A. Yes.

19 Q. Okay. And what are those?

20 A. Gosh, we had a lot of concerns about  
21 mediation. It was -- it was a completely  
22 subjective procedure depending on the adjuster and  
23 the adjuster's manager. We were directed to -- we  
24 were encouraged to settle the mediation directly  
25 by Doug Tabor if the policyholder was articulate

1 and would make a good witness. We were instructed  
2 to settle the mediation.

3 Q. Okay. Anything else?

4 A. It seemed like they had made up their  
5 mind right at the beginning. They finally got it  
6 together on the mediation, but right at first  
7 they'd go in there prepared not to pay anything.  
8 They weren't even playing. They -- you know, we  
9 were supposed to be there to see if the insured  
10 had any information to give, anything for us to  
11 look at. And State Farm had made up their mind  
12 before we went in. So it was just kind of a  
13 mockery, a farce when it first began. Then Terry  
14 Blalock, who is the section manager in  
15 Mississippi, came down and had a talk with  
16 everybody, and there was vast improvement in the  
17 mediation procedures.

18 Q. Okay. And anything else of the  
19 mediation procedure or any other irregularities?

20 A. There was a memo that went out  
21 instructing us not to call anything flood water or  
22 storm surge, to call it hurricane damage. They  
23 were very worried about how we were going to word  
24 the damage.

25 Q. Okay. And that was a memo from State

1 Farm?

2 A. Uh-huh.

3 Q. Okay. To all adjusters or to whom was  
4 the memo issued?

5 A. I don't remember. I know I got it. I  
6 don't know who else was on the distribution list.

7 Q. Okay. Is there anybody -- anything  
8 else?

9 A. The concurrent causation language in the  
10 file, they hid behind that language to deny any  
11 wind damage to the homes. Then sometime the end  
12 of February, March, they said we could never speak  
13 those words again. We had to memorize them, and  
14 then all of a sudden we could never say those  
15 words again, sequence, concurrent. And we started  
16 adjusting claims the way, you know, most of us  
17 with sense read that language to begin with; you  
18 pay wind under wind and water under water. So  
19 that -- they did a 180 on that the end of  
20 February, early March.

21 Q. Okay. Anything else?

22 A. That's all I can remember right now.

23 Q. Okay. So beginning in -- before  
24 September the 10th of 2005 with the Dave Randel  
25 decision, when -- let me back that up just a

1 minute. Did you make -- start copying any  
2 documents other than the note and the duplicate  
3 engineering report in October?

4 A. (Nodding head negatively.)

5 Q. No?

6 A. Nuh-uh.

7 Q. You have to say no.

8 A. Oh, I'm sorry. No. No, not that I  
9 recall.

10 Q. When did you begin copying -- and let me  
11 define -- you know, we earlier defined documents  
12 as all the documents that are at issue in this  
13 lawsuit. And now when I say "copy," I mean print  
14 or copy or download or make any kind of electronic  
15 reproduction. So my question is: When did you  
16 begin copying documents in addition to the  
17 engineering report and the note that you had  
18 talked about at the end of October?

19 A. There was no large let's start copying  
20 documents at that time of -- for the rest of that  
21 year. There might have been something that peaked  
22 my interest like a weird e-mail that I might have  
23 made a copy of or -- but there was no mass copying  
24 of anything or any other documents, that I'm aware  
25 of, for the rest of the year.

1 Q. Okay. And this is no time limit on  
2 this, but at any point, in addition to copying  
3 documents, did you take any originals?

4 A. No.

5 Q. When did you start copying significant  
6 numbers of documents?

7 A. June.

8 Q. June? Okay. Why did you start copying  
9 documents in June?

10 A. The work situation was -- I don't know.  
11 It was getting worse. And there was talk of a  
12 mole. And John Deganhart, who was the cat  
13 coordinator, and I had had an altercation. So I  
14 just thought it was time. I didn't think I would  
15 be there much longer.

16 Q. Okay. Well, tell me about the  
17 altercation with John Deganhart.

18 A. Altercation is a strong word.

19 Q. It was your word.

20 A. I know. I overspoke.

21 Q. Okay. What was the dispute with John  
22 Deganhart? Is that a better word?

23 A. Yes. I had difficulty working for him.

24 Q. Why?

25 A. Because he's an idiot.

1 Q. Okay. What made him an idiot that made  
2 it hard for you to work for him?

3 A. Everything he said and everything he  
4 did.

5 Q. All right.

6 A. He was incompetent to hold that  
7 position.

8 Q. And what -- tell me again what his  
9 position was.

10 A. Cat coordinator.

11 Q. As a cat coordinator, was he the  
12 supervisor over all the independent adjusters?

13 A. Yes.

14 Q. Did you report directly to  
15 Mr. Deganhart?

16 A. When he was there, I did. He rotated  
17 with Rick Moore 30 days on, 30 days off.

18 Q. And you say there was talk of a mole.  
19 What was that about?

20 A. Apparently something in the newspaper  
21 mentioned there was a mole, and everybody was  
22 running around talking about it.

23 Q. Were you the mole?

24 A. I could have been. I don't know.

25 Q. Do you know who else could have been the

1 mole?

2 A. I wouldn't know that, I don't believe.

3 Q. Who were you talking to that made you a  
4 candidate to be the mole?

5 A. The whole office was talking about the  
6 mole.

7 Q. No. Who were you talking to outside of  
8 the office that meant that you could possibly have  
9 been the mole?

10 A. I think that's privileged.

11 MR. HAWLEY:

12 If the answer is you spoke to a lawyer,  
13 you can say.

14 THE WITNESS:

15 I spoke to a lawyer.

16 MS. STANLEY:

17 Q. Okay. Do you recall the date in June  
18 when you started copying documents?

19 A. If I could see a calendar, I would. But  
20 it's the first -- it was the weekend around June  
21 the 3rd.

22 Q. Okay. Where were you when you were  
23 copying these documents?

24 A. At my house.

25 Q. So you had a copier at your house?

1 A. Well, I have printers.

2 Q. You have printers at your house. So  
3 describe to me the process that you were using to  
4 print these documents.

5 A. The process?

6 Q. You just --

7 A. Hit print.

8 Q. Did you pull up the -- did you pull up  
9 the document on your laptop?

10 A. Yes.

11 Q. And then you hit print?

12 A. Yes.

13 Q. What criteria did you use to determine  
14 which documents to pull up and print?

15 A. Kerri and I just discussed what we  
16 thought would be most pertinent. We didn't have a  
17 specific criteria.

18 Q. What did you think would be most  
19 pertinent?

20 A. Areas that we believe showed that State  
21 Farm had committed fraud.

22 Q. What were those areas?

23 A. Areas in which there were multiple  
24 engineer reports, cancellations of engineers,  
25 ambiguous log notes, some of the high profile



1 cases, some of the agents' cases which were highly  
2 questionable according to the team manager. Just  
3 there was a lot of criteria.

4 Q. Okay. Did anybody besides you and Kerri  
5 determine the criteria for which documents you  
6 would print?

7 A. No.

8 Q. When you talk about areas, what do you  
9 mean by areas? Are you talking about geographic  
10 areas or what area --

11 A. No.

12 Q. What does area mean when you use that?

13 A. Refresh my memory. What did I say?

14 Q. You said you determined pertinent areas,  
15 and --

16 A. Areas, okay. I meant by areas -- areas  
17 of information is what I meant, not  
18 geographically.

19 Q. Okay.

20 A. Categories of information would be a  
21 better word.

22 Q. So how did you -- how did you tell the  
23 computer -- was this the State Farm laptop that  
24 you were using?

25 A. Uh-huh.

1 Q. Yes?

2 A. Yes.

3 Q. So how did you tell the State Farm  
4 system what document you wanted printed?

5 A. That depended on which program I was in.

6 Q. What programs were you in?

7 A. All of them.

8 Q. So you were in CRS, or CSR?

9 A. Yes.

10 Q. And Xactimate?

11 A. Yes.

12 Q. And what's the other one?

13 A. Outlook.

14 Q. Okay. Outlook. So you were doing  
15 e-mails?

16 A. And Word. I was in every operation  
17 system they had.

18 Q. Okay. Were you looking things up by  
19 claim number or by policyholder?

20 A. Both.

21 Q. Is there a way to pull up engineering  
22 reports out of the files?

23 A. In some cases, yes.

24 Q. Were the engineering reports in the  
25 electronic files?

1 A. No, they were not.

2 Q. Where were the engineering reports?

3 A. In hard copy.

4 Q. How did you get the engineering reports?

5 Did you copy engineering reports?

6 A. Yes.

7 Q. How did you get copies of the  
8 engineering reports?

9 A. Out of the file.

10 Q. So you had to go to the Gulfport office  
11 to get the engineering reports out of the files;  
12 is that correct?

13 A. The Gulfport office had closed by then.

14 Q. All right. So where were the files?

15 A. In Biloxi.

16 Q. In Biloxi. So you went to the State  
17 Farm office in Biloxi?

18 A. Yes.

19 Q. And then describe the process that you  
20 used to find the engineering reports or whatever  
21 documents that you copied out of the paper files.

22 A. It was a preexisting thing that I had  
23 been working on for months, so I don't  
24 remember the -- I had a list at that point.

25 Q. What kind of list?

1           A.    A list of the files I wanted.

2           Q.    How did you determine which files you  
3 wanted?

4           A.    Based on the months prior to and what I  
5 had seen and things that I had gathered, I -- I  
6 knew what I wanted. I don't remember exactly how  
7 I came to get that list.

8           Q.    Okay. Who participated with you in  
9 developing that list?

10          A.    Kerri.

11          Q.    Anyone else?

12          A.    No.

13          Q.    So let's go back now to the Biloxi  
14 office and how it was that you got the files and  
15 made copies. Would you walk me through that,  
16 please, step by step?

17          A.    I pulled the file out of the drawer.

18          Q.    Okay. Were there security guards  
19 determining who had access to the area where the  
20 files were?

21          A.    No.

22          Q.    Did people need security badges or  
23 identification badges to have access to that area?

24          A.    Not me.

25          Q.    Okay. Why not you?

1           A.    Every -- I mean, it was up there where I  
2 worked.

3           Q.    Okay.

4           A.    Everybody knew me.

5           Q.    All right.  Were there any security  
6 measures at all, to the best of your knowledge,  
7 protecting the file cabinets?

8           A.    None that I ran into.

9           Q.    Okay.  If I had wandered in, do you  
10 think somebody would have stopped me?

11          A.    Yeah.

12          Q.    Why?

13          A.    They don't know you and you don't have a  
14 badge.

15          Q.    Okay.  But because they knew you and  
16 they worked with you, there was no impediment to  
17 your access to these files, right?

18          A.    Right.

19          Q.    Okay.  So you opened -- you had a list  
20 of the files that you wanted, right?

21          A.    Yes.

22          Q.    Was this list by claim number or by  
23 policyholder?

24          A.    By claim number.

25          Q.    Then what did you do?  You took the

1 document out of the file?

2 A. Uh-huh.

3 Q. Yes?

4 A. Yes.

5 Q. And then you went over to a copy  
6 machine?

7 A. Yes.

8 Q. Where was the copy machine, there in the  
9 office?

10 A. Yes.

11 Q. About how many copies did you make of  
12 the hard copy paper files approximately?

13 A. Well, there was not a lot of stuff in  
14 the hard copy paper file that I wanted.

15 Q. Okay. So about how many documents did  
16 you copy?

17 A. The engineer reports.

18 Q. About how many pages; do you recall?

19 A. No.

20 Q. Was it a boxful, an armload?

21 A. It wasn't at one time. I don't know.

22 Q. So this was over a period of time,  
23 again, beginning June the 3rd?

24 A. No. It was prior to June the 3rd.

25 Q. Okay. When did you start copying the

1 paper files?

2 A. Just the May, June time period.

3 Q. How long did you copy paper files?

4 A. Not long. There were only specific  
5 things I was interested in.

6 Q. So the May, June -- it was intermittent  
7 in May and June or was it --

8 A. Yes, intermittent.

9 Q. Okay. Who helped you copy the files?

10 A. Kerri.

11 Q. Anybody else?

12 A. No.

13 Q. And what about the downloading from the  
14 computer, did anybody else participate in  
15 downloading and printing documents from your  
16 computer, from any computer?

17 A. When?

18 Q. Well, let's start in June. Let's start  
19 in May. Did anybody participate in May?

20 A. No.

21 Q. Did you copy, print documents off of the  
22 computer in May?

23 A. Not that I recall.

24 Q. So you believe you started that  
25 approximately June 3rd?

1 A. Yes, I do.

2 Q. What about June, did anybody else  
3 participate in copying these documents off the  
4 computer?

5 A. Yes.

6 Q. Who?

7 A. Kerri.

8 Q. Who else?

9 A. Some friends.

10 Q. Who?

11 A. Girlfriends.

12 Q. Names, please.

13 THE WITNESS:

14 Do I have to give her the names?

15 Heidi Fisher.

16 MR. HAWLEY:

17 Unless they're lawyers.

18 THE WITNESS:

19 No. Michelle Lee, Karen Rocko.

20 MS. STANLEY:

21 Q. Were any of these three people that you  
22 named -- was there anybody else --

23 A. No.

24 Q. -- other than those three? It was you  
25 and Kerri and then these three friends?



1 A. Right.

2 Q. Were any of these three friends  
3 adjusters or otherwise employed in the -- in  
4 adjusting insurance claims?

5 A. No.

6 Q. Were they associated at all with either  
7 State Farm or Renfroe or anybody else?

8 A. No.

9 Q. Okay. When did you have these three  
10 friends participate in the copying?

11 A. The weekend of June 3rd.

12 Q. Tell me what the procedure was on the  
13 weekend of June 3rd with the five of you making  
14 these copies.

15 A. It was a rotation of being some people  
16 on the computer printing out documents, some  
17 people carrying the documents to a friend of  
18 mine's office, some people copying documents. It  
19 was just a big circle of printing, copying.

20 Q. Okay. Approximately how many documents  
21 did you copy?

22 A. It's hard to say.

23 Q. Do you have an estimate?

24 A. I can be wrong.

25 Q. Do you have an estimate?

1 A. I have a guess.

2 Q. Okay. What is your guess?

3 A. I guess, based on the number of reams of  
4 paper I purchased --

5 Q. Okay.

6 A. -- roughly 15,000 documents.

7 Q. How long did it take you?

8 A. A very, very, very long time, three days  
9 with no sleep.

10 Q. And this operation was taking place at  
11 your house?

12 A. Yes.

13 Q. Okay. Did the criteria for the  
14 documents that you were printing change during the  
15 process of what you were doing?

16 A. No.

17 Q. Did anybody other than you and Kerri  
18 participate in determining the criteria for what  
19 documents you would print?

20 A. No.

21 Q. Before you started printing the  
22 documents, did you talk to anybody about printing  
23 the documents?

24 A. No. Other than the three girls.

25 Q. Okay. Did you talk to anybody at all

1 about making copies of State Farm documents before  
2 you did it?

3 A. No.

4 Q. Did you talk to your mother about it?

5 A. No.

6 Q. Did your mother advise you to document  
7 the irregularities that you were concerned about?

8 A. Back when we found the report in  
9 October, she advised us to document that.

10 Q. Okay. Did you discuss documenting those  
11 reports with her anytime after that October  
12 conversation?

13 A. No.

14 Q. Okay. Where did you take the documents  
15 after you copied them?

16 A. I didn't take them anywhere.

17 Q. All right. Where did you store the  
18 documents?

19 A. I didn't store them.

20 Q. I'm sorry?

21 A. I didn't store them.

22 Q. Where did you keep the documents?

23 A. I didn't keep them.

24 Q. Okay. So when you copied the documents,  
25 the 15,000 pages, I assume you put those in boxes?

1 A. Yes, I did.

2 Q. About how many boxes are we talking  
3 about here?

4 A. Nine or ten.

5 Q. Okay. What did you do with those nine  
6 or ten boxes of documents?

7 A. I called the attorney general's office  
8 and the U.S. attorney's office and asked them to  
9 come to my house and pick them up.

10 Q. Okay. Did you make that decision on  
11 your own?

12 A. No.

13 Q. All right. There had been newspaper  
14 reports that said, and I believe Mr. Hawley said  
15 in court the other day, that you turned those  
16 documents over to the Mississippi attorney general  
17 and the FBI on advice of counsel; is that correct?

18 A. Yes.

19 Q. Did you have multiple sets of the  
20 documents?

21 A. Yes.

22 Q. How many sets did you make?

23 A. Three.

24 Q. Three?

25 A. Uh-huh.

1 Q. Okay. And you turned one set over to  
2 the Mississippi attorney general, one set over to  
3 the FBI?

4 A. Uh-huh.

5 Q. And you retained one set?

6 A. Well, I sent a set out with one of my  
7 girlfriends.

8 Q. Where did -- which girlfriend did you  
9 send it out with?

10 A. Michelle.

11 Q. And where did Michelle take this set of  
12 documents?

13 A. To her attic.

14 Q. Where does Michelle live?

15 A. In Pascagoula.

16 Q. Do you have an address?

17 A. I do not.

18 Q. How long did the documents reside in  
19 Michelle's attic?

20 A. Till she called me screaming, telling me  
21 to come get them out. I don't know. It was a  
22 long time, several months.

23 Q. Okay. So this was in June; is that  
24 correct?

25 A. Yes.

1 Q. The documents resided in --

2 A. Whatever Monday was after June the 3rd,  
3 whatever that Monday was, I got advice on what to  
4 do with the documents. The FBI came by. The  
5 attorney general came by. They picked up their  
6 boxes, and Michelle had left the night before with  
7 her boxes. I was scared somebody was going to  
8 break in the house or something, so I didn't want  
9 them around the house.

10 Q. Okay. Where did the set of boxes from  
11 Michelle's attic go?

12 A. I took them to Dick's office.

13 Q. When?

14 A. August sometime.

15 Q. And when you say Dick, who is that?

16 A. Dick Scruggs.

17 Q. Is Mr. Scruggs the attorney that you  
18 consulted with about whether -- about giving the  
19 documents to the Mississippi attorney general and  
20 the FBI?

21 A. Yes.

22 Q. You said you were afraid that somebody  
23 was going to take them out of your house or come  
24 get them, correct?

25 A. Uh-huh. Yes.

1 Q. Why were you concerned about that?

2 A. Well, Kerri and I went in and told Dave  
3 Randel what we did the next day --

4 Q. Okay.

5 A. -- or that day. I'm sorry. It was not  
6 the next day. It all happened on Monday. The  
7 second the FBI and the attorney general left,  
8 Kerri and I went to work and told Dave Randel what  
9 we did.

10 Q. Okay. And what did Dave Randel say?

11 A. He said he didn't know what to say. He  
12 said it would be business as usual until he had  
13 time to absorb this.

14 Q. Okay. And what exactly did you tell  
15 Dave Randel?

16 A. I told Dave Randel that it was our  
17 belief that State Farm had committed fraud and  
18 criminal activity during Hurricane Katrina and we  
19 had copied documents and turned them over to the  
20 U.S. attorney and the attorney general.

21 Q. Did you tell him that you had retained a  
22 copy?

23 A. No.

24 Q. Why did you retain a copy?

25 A. I was told I couldn't talk about that.

1 MR. HAWLEY:

2 Barbara, here's where we may get into  
3 some -- are getting into some privilege issues.  
4 As you know, the Scruggs firm -- you know, this  
5 through the mom's deposition yesterday --  
6 represented both Kerri and Cori from about  
7 February until sometime later with respect to the  
8 nature of Kerri and Cori's concerns about criminal  
9 behavior, possible criminal behavior and possible  
10 fraudulent behavior. So there's an  
11 attorney-client privilege relationship there that  
12 we talked about yesterday, where the mom actually  
13 is involved as a representative in that umbrella  
14 of the privilege.

15 There is a separate matter in which the  
16 Scruggs Law Firm represents both Cori and Kerri  
17 where there is an additional attorney-client  
18 privilege relationship. I'm not involved in  
19 either one of those matters, as you know, but I do  
20 have -- it is the client's privilege to  
21 articulate, as you know that, too. But as their  
22 lawyer for this deposition, conversations with the  
23 Scruggs firm about what to do with the documents  
24 other than this instance of her saying she  
25 consulted with him on that Monday -- I think she



1 just said consulted with him, turned them over to  
2 the U.S. attorney, the AG. Other conversations  
3 with the Scruggs firm about what to do with that  
4 set of documents or what they might do with that  
5 set of documents I think falls within this other  
6 attorney-client relationship that is separate and  
7 apart from the one that began with Mrs. Lobrano in  
8 February of 2005.

9 MS. STANLEY:

10 Okay. I'll have to explore that.

11 Q. And the question that triggered all of  
12 this is: Why did you make a third set of  
13 documents?

14 A. I'm not at liberty to answer that.

15 Q. And why not?

16 A. I'm not at liberty to answer that.

17 MR. HAWLEY:

18 Barbara, like yesterday, I'd like to  
19 sort of work with you and work with the client to  
20 let you go as far as we can. I think we did a  
21 good job of that yesterday. I hope you agree.

22 MS. STANLEY:

23 I think so.

24 MR. HAWLEY:

25 And I'd like to do the same here. If we

1 need to take a break right now, I can do that and  
2 talk with Ms. Rigsby and see about how far she can  
3 really go with this. If it helps to talk off  
4 record, we can talk off record so you can tell me  
5 exactly what you're trying to explore so I can  
6 help her articulate to you and so I can articulate  
7 to you the attorney-client relationship involved  
8 in some of these areas.

9 MR. GREENE:

10 Why don't we do that.

11 MR. HAWLEY:

12 Okay.

13 MR. GREENE:

14 Let's take a break, and you can explain  
15 to us what you want to explain to us.

16 MR. HAWLEY:

17 Okay.

18 MR. GREENE:

19 Great.

20 VIDEOGRAPHER:

21 Okay. The time is approximately 11:42,  
22 and we're off the record.

23 (Off the record.)

24 VIDEOGRAPHER:

25 The time is approximately 1:22 and we're

1 back on the record.

2 MS. STANLEY:

3 Q. Okay. Ms. Rigsby, the three friends  
4 that helped you copy the documents, do you know  
5 what Heidi Fisher's address is?

6 A. No.

7 Q. Do you know where she works?

8 A. No.

9 Q. She was a good enough friend that you  
10 would ask her to handle this delicate operation,  
11 but you don't know where she lives or where she  
12 works?

13 A. I can get to her house. I don't know  
14 the physical address.

15 Q. What city does she live in?

16 A. Gautier.

17 Q. What does she do for a living?

18 A. I believe she's completing her college  
19 degree right now.

20 Q. Where is she going to college?

21 A. One of the junior colleges down here.

22 Q. Which one?

23 A. A branch of J.C., but there are numerous  
24 branches.

25 Q. Which branch?

1 A. I don't know.

2 Q. Is she related to Rachel Fisher?

3 A. No.

4 Q. Now, you told me that you don't know  
5 Michelle's address, but she lives in Pascagoula.

6 A. Yes.

7 Q. What part of Pascagoula does she live  
8 in?

9 A. Tell me which parts I have to choose  
10 from. I don't understand the question.

11 Q. What part of town does she live in?

12 A. Well, Pas -- have you been to  
13 Pascagoula?

14 Q. No.

15 A. Okay. It's that big, and she lives in  
16 it. I mean, she lives south of 90.

17 Q. Okay. Any more details as to where  
18 Michelle lives?

19 A. South of 90 and east of -- of Market,  
20 east of Market Street.

21 Q. Okay. And where does Michelle work?

22 A. Michelle doesn't work. She's a  
23 stay-at-home mom.

24 Q. And what about Karen Rocko, where does  
25 she live?

1           A.    I believe she recently purchased a house  
2           in Moss Point, and she works for the City of  
3           Pascagoula.

4           Q.    Okay.  When you were making copies of  
5           the engineering reports out of the paper files in  
6           Biloxi, did you make those copies at a time when  
7           the office was open and State Farm personnel were  
8           there?

9           A.    Yes.

10          Q.    Is that office pretty much open 24  
11          hours?

12          A.    To my knowledge, you could -- you had  
13          access to the office.

14          Q.    Okay.  But there were State Farm people  
15          there when you were making those copies?

16          A.    At times, yes.

17          Q.    Okay.  Did anybody ask any questions or  
18          wonder what you were doing?

19          A.    No.

20          Q.    When you signed on to the computer to  
21          download the information that you downloaded and  
22          printed at your house, did you have to use  
23          passwords to get into the State Farm system?

24          A.    Yes.

25          Q.    So you were aware that State Farm had

1 taken some pains to restrict access to those  
2 files, were you not?

3 A. Yes.

4 Q. When you kept a set of the documents,  
5 did you intend that those documents be used by  
6 policyholders in litigation against -- litigation  
7 about their claims?

8 A. No.

9 Q. When you kept a set of those documents,  
10 did you intend for Dick Scruggs to use those  
11 documents for his clients?

12 A. No.

13 Q. When you kept a set of those documents,  
14 did you intend that those documents be used in  
15 litigation against State Farm?

16 MR. HAWLEY:

17 Let me -- just a partial objection, or  
18 clarification. You keep saying intention, and to  
19 whatever degree she talked to Dick Scruggs or any  
20 other lawyer about that I think is objectionable.  
21 And, Barbara, I'm trying to help here, not hurt.  
22 If you had a time reference so that I could make  
23 sure we're outside of the Scruggs representation  
24 about what her intention was, I think that would  
25 at least help me frame a proper attorney-client

1 privilege deposition -- objection. I do think  
2 that question over the whole course of time is  
3 objectionable based on the Scruggs representation  
4 of her in this other matter.

5 MS. STANLEY:

6 Does this other matter involve Scruggs'  
7 representation of policyholders against State  
8 Farm?

9 MR. HAWLEY:

10 No.

11 MS. STANLEY:

12 Okay.

13 MR. HAWLEY:

14 I think I'm right about that, yeah. No.

15 MS. STANLEY:

16 Q. Okay. When in -- let's see. I believe  
17 you said you first started making copies in  
18 September; is that correct?

19 A. September?

20 Q. September of '05.

21 A. I thought I said October.

22 Q. Okay. I thought it was after September  
23 the 10th.

24 A. I said I noticed irregularities in  
25 September.

1 Q. Okay.

2 A. I did not make any copies that I  
3 remember making. That was October.

4 Q. Okay. What about the note about the  
5 duplicate engineering report, that do not pay --

6 A. That was October.

7 Q. That was October, okay. So October was  
8 the first time that you started making copies?

9 A. Correct.

10 Q. Okay. In June when you -- before you  
11 made the big batch of copies, copied the bulk of  
12 the documents, before you made those document  
13 copies on June the 3rd, did you understand that  
14 Dick Scruggs was representing a number of  
15 policyholders in litigation against State Farm?

16 A. Yes.

17 Q. Did you understand that Mr. Scruggs  
18 would be interested in using the documents that  
19 you were copying in his litigation on behalf of  
20 policyholders against State Farm?

21 A. Which documents?

22 Q. The documents you were copying.

23 A. Which copy -- which time?

24 Q. Starting --

25 A. I mean, you're talking about the



1 June 3rd documents?

2 Q. Yes. Yes.

3 A. No.

4 MR. HAWLEY:

5 Barbara, if this helps, one term that  
6 has been used frequently is the copies of  
7 documents made on that long weekend, long working  
8 weekend --

9 MS. STANLEY:

10 The long weekend.

11 MR. HAWLEY:

12 -- is called the data dump.

13 THE WITNESS:

14 Data dump. I'll know what you're  
15 talking about.

16 MR. HAWLEY:

17 The data dump documents are the ones  
18 copied over that weekend in June, long working  
19 hours, maybe not a three-day weekend, if that  
20 helps you in terms of document definition.

21 MS. STANLEY:

22 Q. Okay. What kinds of documents did you  
23 focus on in the data dump weekend?

24 A. Documents that Kerri and I felt showed  
25 evidence that State Farm had committed criminal

1 and fraudulent acts.

2 Q. What kinds of criminal and fraudulent  
3 acts triggered your -- what kinds of fraudulent  
4 acts -- let me start that over. What kinds of  
5 things in documents caused you to copy that  
6 document? What was the nexus with the criminal or  
7 fraudulent allegations?

8 A. Multiple engineer reports.

9 Q. And how in the documents that you were  
10 finding during the data dump did you determine  
11 that there were multiple engineering reports  
12 involved?

13 A. There were several ways.

14 Q. The first was?

15 A. The first was activity logs.

16 Q. So did you -- when you were doing this  
17 data dump, did you just read the activity log  
18 until you came to something and then copy that  
19 file?

20 A. No. I had -- we basically had a list  
21 compiled prior to that weekend based on things  
22 that had happened, things we had seen, based on  
23 the engineer report. That was the nexus, I  
24 believe was your word, was multiple engineer  
25 reports. Prior to the weekend, we had a list -- I

1 believe you've asked this already -- by claim  
2 number. And that's when we started. We didn't  
3 have time to do a lot of reading while we were  
4 printing.

5 Q. Okay. What besides the activity logs  
6 showed the nexus that we're talking about and the  
7 engineering reports?

8 A. Everything we printed out was pertinent  
9 in my opinion.

10 Q. Okay. In addition to the data dump and  
11 the copying of the hard files in the Biloxi  
12 office, what other copying was done?

13 A. Just I told you it was sporadic -- we  
14 talked about this earlier -- sporadic, if I would  
15 come across something that caught my attention, an  
16 e-mail, a State Farm directive to the adjusters.  
17 It was just random. I wasn't searching for  
18 information or digging through drawers. If  
19 something came to my attention that I thought  
20 was -- appeared to be fraudulent or indicate that  
21 there was fraud, then I just -- I made a quick  
22 copy of it. I wasn't searching for it.

23 Q. And where did you make the duplicate  
24 copies for your three sets?

25 A. Are we talking about which?

1 Q. Of any --

2 A. The data dump?

3 Q. No. These sporadic copies, did you make  
4 three sets of those as well? Were they part of  
5 what you gave to the attorney general and the FBI?

6 A. I get confused on the previous copies.  
7 I can't tell you for sure how many copies of those  
8 were made, that there was actually three, if they  
9 all went to the attorney general or just the U.S.  
10 attorney got them. I'm not sure.

11 Q. Okay. And did this copying continue  
12 sporadically after the June 3rd data dump?

13 A. No. There was no copying after that.  
14 After I told him what we had done, Dave Randall,  
15 we didn't copy anything else.

16 Q. Okay. When did you first meet Dick  
17 Scruggs?

18 A. I believe I met Dick in February of '06.

19 Q. Was it early February, late February?

20 A. Late.

21 Q. Was your mother living at your house at  
22 the time when you first met Dick Scruggs?

23 A. Yes.

24 Q. Had you ever met Mr. Scruggs prior to  
25 that date?

1 A. Never.

2 Q. Okay. Your mother introduced you to  
3 Dick Scruggs?

4 A. Yes.

5 Q. Who all was there at that meeting, that  
6 first meeting?

7 MR. HAWLEY:

8 I want to object. I think who attended  
9 that first meeting falls within the scope of the  
10 privilege.

11 MS. STANLEY:

12 I'm entitled to find out if there was  
13 somebody there that is not under the privilege.

14 MR. HAWLEY:

15 You're right. I agree with that.

16 MS. STANLEY:

17 Q. All right. Was anybody there besides  
18 Dick Scruggs, your mother and Kerri and you?

19 A. No.

20 Q. At that meeting, did you consult with  
21 Scruggs about his representing you in legal  
22 matters?

23 A. Yes.

24 Q. At that meeting, did you retain him to  
25 represent you in legal matters?

1 A. Yes.

2 Q. And what was the scope of what he was  
3 representing -- of his representation?

4 VIDEOGRAPHER:

5 Sorry.

6 A. I'm sorry.

7 MS. STANLEY:

8 Q. Go ahead and answer that question,  
9 please.

10 A. I don't remember it. I just see five.

11 Q. All right. Let me start that one over.  
12 What was the scope of the representation that you  
13 retained Mr. Scruggs for at that initial meeting?

14 A. The scope?

15 Q. Right. What --

16 A. Help me out, Barbara.

17 Q. What was the -- what -- I'm trying to  
18 figure out how to answer (sic) that question  
19 without getting into protected territory. Was  
20 the -- was the representation that you needed  
21 based on what to do with the documents that you  
22 had copied?

23 A. Yes.

24 Q. Okay. Did it cover anything beyond what  
25 to do with the documents that you had copied?

1           A.    No.

2           MS. STANLEY:

3                    Okay.  Now we'll take a break and let  
4           you change tapes.

5           VIDEOGRAPHER:

6                    The time is approximately 1:36.  We're  
7           going to change tapes.  We're off the record.

8                            (Off the record.)

9           VIDEOGRAPHER:

10                   The time is approximately 1:42 and we're  
11           beginning the second tape and we're back on the  
12           record.

13           MS. STANLEY:

14                    Q.    Ms. Rigsby, what prompted you to meet  
15           with Mr. Scruggs in -- at that first February  
16           meeting?

17                    A.    My mother.

18                    Q.    What do you mean?

19                    A.    She called him and asked him to come  
20           over.

21                    Q.    Okay.  Now, at this February meeting,  
22           that was before you had copied -- done the data  
23           dump.  Had you copied documents other than or in  
24           addition to the initial note and engineering  
25           report that was the first irregularity, or one of

1 the first irregularities that you complained of?

2 A. Yes. As I've said, sporadically if  
3 something came to my attention that caused me  
4 concern, I would copy that here and there.

5 Q. Okay. Between October and February,  
6 before you met with Mr. Scruggs, what documents  
7 had you copied?

8 A. I don't remember.

9 Q. At that initial meeting, did you give  
10 the documents that you had copied to Mr. Scruggs?

11 A. I showed them to Mr. Scruggs. I  
12 don't -- I don't remember if we gave them to him.

13 Do you remember? We gave them to him?

14 We gave them to him.

15 Q. When you were making the list of  
16 documents that you wanted to copy, what prompted  
17 you to start making that list?

18 A. Barbara, it was just a progression of  
19 things that happened one on top of the other. We  
20 could be here all day talking about it. And, like  
21 I said, the irregularities started almost  
22 immediately in September. October we found the  
23 duplicate engineer report where the only word that  
24 was changed was wind to water -- I mean, water to  
25 wind. I'm sorry.



1 Q. Okay.

2 A. The sticky note. Then after that, Kerri  
3 and I had questioned State Farm management about  
4 why they were so blatant in getting the engineers  
5 to change the reports, and they would say they  
6 needed more scientific data is what they told us.  
7 And, of course, when we viewed that report, there  
8 was no additional data added to the report. It  
9 was just the one change. And then there were  
10 e-mails that, you know, came up and procedural  
11 things and the way they were explaining to the  
12 adjusters how they wanted them to look at losses.  
13 So there was just a culmination of things going on  
14 that Kerri and I saw as the situation was  
15 just becoming deteriorated the way they were  
16 handling these claims.

17 So, you know, we started the mediation  
18 process. And I guess at that time, in February,  
19 we had just -- we needed help. We didn't know  
20 what to do. We had found this evidence of, like I  
21 said, their fraudulent behavior. And I guess  
22 mother perceived our stress level and called him,  
23 basically, for him to advise us what we should do  
24 about it. We just didn't know what to do with  
25 what we had. I mean, we had sat on these things

1 for months without taking any action. So the  
2 purpose of his visit, I think, was just she felt  
3 like we needed some advice what to do with what we  
4 had collected thus far.

5 You know, after that meeting, what  
6 culminated to the next data dump, is that what  
7 you're asking? Again, it was just more procedural  
8 stuff, irregularities, and it just -- every -- it  
9 just got worse and worse. The mediation,  
10 everything they were doing was irregular. And so  
11 at that time, we made the decision that -- I told  
12 you the talk of the mole was out in the newspaper  
13 and everybody was accusing everybody of being the  
14 mole. And we just felt like there was some  
15 mention that we might be the moles because we're  
16 from Mississippi, and we just felt like it was  
17 time to take some sort of action. We didn't know  
18 what to do, again. So, I mean, it was my idea,  
19 and my idea alone, to do the data dump. And I  
20 made the list. I picked the data -- you know,  
21 Kerri and I worked on that together just based on  
22 our own criteria and what we had seen and the  
23 stuff that we had gathered up to that point.

24 Q. Okay. And excluding Mr. Scruggs, prior  
25 to the data dump, you had talked to -- you and

1 Kerri had talked, correct?

2 A. Uh-huh.

3 Q. You talked to your mother?

4 A. Uh-huh.

5 Q. And you talked to the three friends that  
6 you drafted for the data dump, correct?

7 A. Just the day the data dump started I  
8 talked to them, but never before.

9 Q. Okay. Did you talk to anybody else  
10 about your concerns about the irregularities that  
11 you were finding and documenting?

12 MR. HAWLEY:

13 And, Barbara, let me just interpose an  
14 attorney-client objection to the extent that she  
15 talked to either other lawyers in the Scruggs firm  
16 about that, those legal issues, and other lawyers,  
17 if there were any, who might have been working  
18 with the Scruggs firm on those same issues.

19 MS. STANLEY:

20 Okay. I'll accept that amendment to the  
21 question.

22 Q. With that amendment to the question, can  
23 you answer it?

24 A. If I talked to anybody else besides  
25 Kerri, mother, and lawyers?

1 Q. Yeah. Yes.

2 A. No.

3 Q. Okay. Prior to the data dump on June  
4 the 3rd, which lawyers besides Dick Scruggs had  
5 you talked to?

6 MR. HAWLEY:

7 Barbara, I think the other lawyers that  
8 he may have worked with is part of the privileged  
9 material. I think to disclose other lawyers that  
10 he worked with would reveal too much about  
11 strategy, the purpose of that representation or  
12 the second representation and where that other  
13 legal issue starts and the direction in which it  
14 heads, primarily strategy.

15 MS. STANLEY:

16 Q. Okay. Prior to the data dump on June  
17 the 3rd, did you talk -- had you met with  
18 lawyers who were not members of the Scruggs Law  
19 Firm?

20 A. Yes.

21 Q. Which lawyers did you meet with?

22 A. Well, I met with two State Farm  
23 attorneys.

24 Q. Okay. Who were they?

25 A. I don't have their names.

1 Q. Okay. Anybody else, any other lawyers?

2 A. Yes.

3 Q. Who?

4 A. I'm not going to answer that.

5 MR. HAWLEY:

6 Again, the lawyers that work with the  
7 Scruggs firm, I think, would reveal an overall  
8 strategy that's part of the attorney-client  
9 privilege.

10 MS. STANLEY:

11 Q. So these would be the members of the  
12 Scruggs Katrina Group. Is there anybody outside  
13 of the Scruggs Katrina Group that you met with?  
14 All right. Let me do it this way: Anybody  
15 excluding law enforcement who is outside of the  
16 Scruggs Katrina Group, did you meet with other  
17 lawyers?

18 A. Yes.

19 Q. Who are they?

20 A. I can't answer that.

21 Q. Why not?

22 A. Because I was told not to.

23 MR. HAWLEY:

24 Yeah. Barbara, here's the problem -- by  
25 way of example, I think Mr. Greene over here is an

1 employment lawyer; is that right?

2 MR. GREENE:

3 Yes.

4 MS. STANLEY:

5 We think so, too.

6 MR. HAWLEY:

7 All right. If I have a client who  
8 approaches me about a general legal issue, okay,  
9 and I engage that -- I'm engaged by that client  
10 about that issue and then, because it relates to  
11 employment, I hire Mr. Greene over here to help me  
12 with that issue, I think that reveals a certain  
13 strategy about the nature of the representation,  
14 the strategy of where that lawsuit goes.

15 MR. GREENE:

16 That's not the issue. The issue is that  
17 she's admitting to having contact with lawyers who  
18 were not representing her because the lawyers were  
19 not employed by the Scruggs Law Firm.

20 THE WITNESS:

21 They are representing me.

22 MR. GREENE:

23 Therefore, it's outside the scope of the  
24 privilege.

25 MR. HAWLEY:

1           Steve, I hear what you're saying. I  
2 think you're drawing an inference that's  
3 incorrect.

4           But if you want to explore that,  
5 Barbara, I would invite you to because the lawyer  
6 whose identity I think reveals legal strategy  
7 within the privilege is someone who represents  
8 Kerri and Cori. And I also believe, and  
9 Ms. Rigsby can correct me on this, that these  
10 other lawyers are not part of the Scruggs Katrina  
11 Group. And that's why your question about lawyers  
12 within the Scruggs Katrina Group received the  
13 answer it did. Does that help?

14 MS. STANLEY:

15           Okay. There is a very narrow exception  
16 to the rule that says the fact of employment is  
17 privileged. And are you contending that this  
18 legal relationship fits into that very narrow  
19 exception to the rule that says that otherwise  
20 that information is not privileged? And if so,  
21 we'll certify that question and take it to Judge  
22 Acker because the fact of representation is not  
23 privileged --

24 MR. HAWLEY:

25           I agree.

1 MS. STANLEY:

2 -- except in very tiny, narrow  
3 circumstances.

4 MR. HAWLEY:

5 I agree.

6 MS. STANLEY:

7 And so are you contending that this fact  
8 of representation fits into those narrow  
9 circumstances? I've got the case someplace in my  
10 briefcase.

11 MR. HAWLEY:

12 I'll be glad to take a look at the case  
13 if you'd like to take a break. I believe that the  
14 name of other lawyers that have been drawn into  
15 this particular representation that I'm concerned  
16 with that have been drawn into that by Mr. Scruggs  
17 reveal too much about the overall strategy of that  
18 particular representation.

19 MS. STANLEY:

20 Okay. I think we just have to tee this  
21 up for Judge Acker. So let me ask the question,  
22 let you make your objection.

23 MR. HAWLEY:

24 Again, I'm glad to read the case.

25 MS. STANLEY:



1 Q. Okay. So let me ask my question.  
2 Please give me the names of all lawyers who  
3 represent you in this and any other matter  
4 relating to State Farm or your employment with  
5 Renfroe.

6 A. Greg and Kitty -- Greg and Kitty,  
7 multiple lawyers at the Katrina Scruggs Group.  
8 And I'm not at liberty to discuss the other ones.

9 MR. HAWLEY:

10 And, Barbara, I'm trying to help here,  
11 not hurt. You described more than one matter, and  
12 now she's mentioned lawyers. Do you want the  
13 lawyers within each matter?

14 MS. STANLEY:

15 Yes.

16 MR. HAWLEY:

17 Okay. Then you might want to ask your  
18 question that way.

19 MS. STANLEY:

20 Q. Okay. Give me the lawyers that are  
21 involved in the first matter that Mr. Hawley has  
22 carved out.

23 A. Which is the first matter?

24 MS. STANLEY:

25 How did you phrase what the first matter

1 was?

2 MR. HAWLEY:

3 I thought the first matter in your  
4 question was this lawsuit right here today.

5 MS. STANLEY:

6 Q. Okay. Let's do it that way.

7 A. In the Renfroe lawsuit, Greg and  
8 Kitty are my only attorneys.

9 Q. Your only attorneys?

10 A. Yes.

11 Q. The scope of Mr. Scruggs' representation  
12 has not been to advise you at all regarding the  
13 defense of this matter?

14 A. I don't know if my lawyers talk, but  
15 these are my two lawyers for this case.

16 MR. HAWLEY:

17 Barbara, I think what you asked is  
18 privileged; but for your information, the other  
19 lawsuit that I have already alluded to where the  
20 Scruggs -- the other matter, I don't know if it's  
21 a lawsuit or not, the other matter where the  
22 Scruggs firm represents the Rigsbys is almost like  
23 a parallel proceeding, overlapping legal issues.  
24 And, of course, as you know, the Rigsbys' lawyers  
25 in this case, Kitty and I, do from time to time

1 talk to lawyers representing the women in that  
2 other case where she and I are not lawyers  
3 representing the women.

4 MS. STANLEY:

5 Okay.

6 MR. HAWLEY:

7 And it's this other matter that is  
8 attorney-client privilege and also has a statutory  
9 privilege and is -- I don't know much more about  
10 it, and I know I can't say anything more about it.

11 MS. STANLEY:

12 Q. Okay. Have you authorized your lawyers  
13 in this case, Mr. Hawley and Ms. Brown, to consult  
14 with Mr. Scruggs in the event that the matters are  
15 overlapping?

16 A. I don't know that I verbally did that.  
17 I'm assuming I'm well taken care of.

18 Q. Have you implicitly authorized them to  
19 communicate?

20 A. Implicitly?

21 Q. By not prohibiting them or --

22 A. I haven't asked them not to.

23 Q. Okay. Do you understand that they are  
24 communicating about both matters?

25 A. I would assume that to be the case, yes,

1 ma'am.

2 Q. All right. And are you refusing to  
3 answer my question about naming all of the lawyers  
4 that represent you on the grounds of  
5 attorney-client privilege?

6 MR. HAWLEY:

7 In the other matter?

8 MS. STANLEY:

9 In any matter.

10 MR. HAWLEY:

11 Do y'all want to jump in and try to  
12 help?

13 MR. GREENE:

14 We don't need any help.

15 MS. STANLEY:

16 I just need an answer to the question.

17 MR. HAWLEY:

18 Okay. Okay.

19 MS. STANLEY:

20 Q. The question is: Are you refusing to  
21 answer on the grounds of attorney-client privilege  
22 to name other lawyers that represent you in any  
23 other matter --

24 A. No.

25 Q. -- other than the ones that you have

1 just mentioned?

2 A. Not necessarily, no.

3 MR. HAWLEY:

4 Barbara, there's only one instance where  
5 I think revealing the name of lawyers or a firm  
6 that the Scruggs firm has brought in to assist  
7 with a legal representation of Kerri and Cori  
8 would reveal strategies that are part of the  
9 attorney-client privilege between the Rigsbys and  
10 the Scruggs firm in that matter.

11 MS. STANLEY:

12 I understand. I'm just trying to get a  
13 clean question, objection on the record so I can  
14 certify it and take it to Judge Acker.

15 And so my question is: Is that -- is  
16 there an attorney-client objection that is being  
17 lodged to the question that I asked about  
18 representation?

19 MR. HAWLEY:

20 Okay. It's clear from yesterday's  
21 deposition and today's that the Scruggs firm gave  
22 legal representation to both of these women when  
23 they had concerns about the documents and  
24 behaviors and activities of State Farm, right,  
25 that began in February. I think you defined that

1 yesterday. That representation went on until -- I  
2 don't know when it ended or if it has ended, but  
3 it pertains to the documents and the activities of  
4 State Farm, but I think primarily what to do with  
5 the documents. Okay?

6 There is another legal representation  
7 where the Scruggs firm represents Cori and Kerri,  
8 and it is that other representation where I  
9 believe the retention of additional counsel to  
10 assist in that representation, the identity of  
11 them would reveal strategies of that  
12 representation and is privileged.

13 MS. STANLEY:

14 So I'm going to interpret that as you're  
15 interposing an attorney-client privilege objection  
16 to my question and instructing the witness not to  
17 answer; is that correct?

18 MR. HAWLEY:

19 With respect to that --

20 MS. STANLEY:

21 With respect to that matter.

22 MR. HAWLEY:

23 -- that representation.

24 MS. STANLEY:

25 That second other matter.

1 MR. HAWLEY:

2 Yes. And, again, I'm happy to read a  
3 case that you want me to read. And if you'll give  
4 it to me, I'll read it at a break.

5 MS. STANLEY:

6 No. I think we'll just tee it up for  
7 the judge --

8 MR. HAWLEY:

9 Okay.

10 MS. STANLEY:

11 -- and see what goes on from there.

12 Okay.

13 MR. HAWLEY:

14 And, again, I want to -- I just want to  
15 note for the record, if I'm wrong, if I read a  
16 case and decide I'm wrong, I'm happy to back off.

17 MS. STANLEY:

18 Okay.

19 MR. HAWLEY:

20 But you're not showing me a case, so I  
21 can't back off.

22 MS. STANLEY:

23 Well, I'll get --

24 MR. HAWLEY:

25 And it's not my -- it is her privilege

1 to assert. I'm not a lawyer in that matter, and  
2 so I'm being cautious.

3 MS. STANLEY:

4 I understand. I'm just trying to --

5 MR. HAWLEY:

6 I know you are.

7 MS. STANLEY:

8 -- keep the record clean here.

9 Q. Okay. Let's go back to your initial  
10 meeting with Mr. Scruggs in February. And as I  
11 understand, you retained him at that meeting to  
12 represent you in matters relating to the  
13 documents, correct?

14 A. Correct.

15 Q. Did you have a written agreement with  
16 Mr. Scruggs?

17 A. No.

18 Q. There's no engagement letter or no  
19 written document that encompasses the terms of his  
20 representation of you?

21 A. Not that I've seen.

22 Q. What is Mr. Scruggs' fee for  
23 representing you in this matter?

24 A. I don't know. It hadn't been discussed.

25 Q. So you don't know whether it's a



1 contingent fee or if he's billing you on an hourly  
2 basis and just hasn't presented a bill to you yet?

3 A. Exactly.

4 Q. So you have no idea what the terms of  
5 your agreement with Mr. Scruggs may be?

6 A. No.

7 Q. And you don't know if you owe him a  
8 million dollars or 1.98?

9 A. It's never been discussed.

10 Q. Excluding his representation of you in  
11 this other matter that Mr. Hawley has mentioned,  
12 has Mr. Scruggs' representation of you changed  
13 since February when you first retained him? Has  
14 the scope of his representation of you changed  
15 since February when you first retained him?

16 A. I guess it could have. I can't think of  
17 anything specifically.

18 Q. Okay. A number of things happened since  
19 February. This lawsuit being filed is one of  
20 them, and I wondered if that had -- the filing of  
21 this lawsuit had changed the scope of Mr. Scruggs'  
22 representation of you?

23 A. Mr. Scruggs isn't my attorney in this  
24 matter.

25 Q. How did you come to retain Mr. Hawley

1 and Ms. Brown as your attorneys in this matter?

2 A. I believe they were recommended by Don  
3 Barrett.

4 Q. Okay. And who is Don Barrett?

5 A. He's a lawyer in Mississippi.

6 Q. Is he part of the Scruggs Katrina Group?

7 A. I don't know.

8 Q. All right. Regarding the other matter,  
9 when did you retain counsel, additional counsel  
10 beyond Mr. Scruggs in the other matter?

11 MR. HAWLEY:

12 Go ahead. It's okay.

13 A. April of 2006.

14 MS. STANLEY:

15 Q. Okay. Are you familiar with the members  
16 of the Scruggs Katrina Group?

17 A. No, I'm not.

18 Q. Did you not tell me earlier that you  
19 were employed by the Scruggs Katrina Group?

20 A. Yes, I am.

21 Q. And you don't know who your employers  
22 are?

23 A. There's multiple offices, it's my  
24 understanding, that are involved with the group.  
25 I've dealt directly with two offices --

1 Q. Which two --

2 A. So I don't --

3 Q. Excuse me. Go ahead. Which two offices  
4 have you dealt with?

5 A. The office in Moss Point and the office  
6 in Jackson.

7 Q. And who are the attorneys that you've  
8 dealt with in Moss Point?

9 A. Dickie, Zach, Sid. That's all I can  
10 remember there.

11 Q. Dickie is Dickie Scruggs?

12 A. Zach Scruggs. And I don't know Sid's  
13 last name.

14 Q. Does Backstrom sound familiar, Sid  
15 Backstrom?

16 A. I filter out information I don't need.  
17 I don't know.

18 (Exhibit 6 was marked.)

19 MS. STANLEY:

20 Q. All right. Let me give you a copy of  
21 what has been marked as Exhibit 6. Have you ever  
22 looked at the blog that the Scruggs Katrina Group  
23 posts on the Internet?

24 A. I have not.

25 Q. Okay. I will represent to you that

1 Exhibit 6 is a printout of the Scruggs Katrina  
2 Group blog. In paragraph 2 of the first page of  
3 Exhibit 6, it lists what purports to be the  
4 members of the Scruggs Katrina Group, Richard  
5 Scruggs, Sid Backstrom, Zach Scruggs of the  
6 Scruggs Law Firm; Don Barrett and Marshall Smith,  
7 Jr. of the Barrett Law Office; Johnny Jones, Steve  
8 Funderburg, and Stewart Lee of Jones, Funderburg,  
9 Peterson and Sessums and Lee; and Dewitt Lovelace  
10 of the Lovelace Law Firm; and David Nutt, Meg  
11 McAllister, and Derek Wyatt of the Nutt &  
12 McAllister Law Firm. Are you familiar with all of  
13 those names?

14 A. No.

15 Q. You're not. So you've not worked with  
16 all of these lawyers as members of the Scruggs  
17 Katrina Group?

18 A. I have not.

19 Q. Okay. Now, in addition to the folks  
20 from Moss Point, Dick Scruggs, Zach Scruggs, and  
21 Sid Backstrom, who do you work with at Jackson?

22 A. Meg McAlister and Derek Wyatt.

23 Q. You had mentioned Don Barrett earlier.  
24 Have you worked with Don Barrett?

25 A. I've met Don Barrett.

1 Q. Okay. Are you aware that Don Barrett  
2 has been making calls on your behalf in this  
3 Renfroe litigation?

4 A. No, I was not aware of that.

5 Q. So you didn't authorize Don Barrett to  
6 make any calls on your behalf in this situation?

7 A. Obviously, since I wasn't aware of it, I  
8 didn't.

9 Q. Okay. Well, you didn't -- you didn't  
10 authorize any of the other members of the Scruggs  
11 Katrina Group to make calls on your behalf in this  
12 lawsuit?

13 A. I think it would be implied that if my  
14 lawyers here work with my other lawyers that  
15 that's okay.

16 MR. HAWLEY:

17 Here's the objection I want to make.  
18 When you started the line of questions about the  
19 Scruggs Katrina Group, you're talking about her  
20 employment by them. She is employed by them, but  
21 now you're implying or confusing her about legal  
22 representation by them, and I don't think we've  
23 established that. If there is a legal  
24 representation here by the Scruggs Katrina Group,  
25 I'll object to it as attorney-client privilege. I

1 think there's an employment relationship through a  
2 consulting agreement, but not an attorney-client  
3 privilege with the group as the group as you've  
4 defined it. Now --

5 MS. STANLEY:

6 Okay. And I object to the speaking  
7 objection.

8 MR. HAWLEY:

9 -- and I never said that Mr. Barrett  
10 called on her behalf. He called me. He was  
11 interested in speaking to your partner, Mr.  
12 Greene. Mr. Greene seemed interested in that and  
13 pleased to hear about it.

14 MS. STANLEY:

15 Mr. Barrett called me on her behalf --

16 MR. HAWLEY:

17 Okay. Well, I don't know anything about  
18 that.

19 MS. STANLEY:

20 -- in September.

21 MR. HAWLEY:

22 Well, you mentioned today when he called  
23 me. And I don't even know if Cori knows about  
24 that conversation.

25 MS. STANLEY:

1                   Okay.

2           MR. HAWLEY:

3                   So I'm a little bit offended that you  
4 bring that kind of conversation up into the scope  
5 of this deposition.

6           MS. STANLEY:

7                   What, that Don Barrett talked to me?

8           MR. HAWLEY:

9                   No. That he called me today so I could  
10 pass a message on to your partner, Mr. Greene.

11          MS. STANLEY:

12                   Well, that was not what I was bringing  
13 up.

14          MR. HAWLEY:

15                   Okay.

16          MS. STANLEY:

17                   I was bringing up the fact that he's  
18 called me --

19          MR. HAWLEY:

20                   Okay. Sorry. Well, maybe I  
21 misunderstood.

22          MS. STANLEY:

23                   -- on her behalf.

24          MR. HAWLEY:

25                   Maybe I misunderstood.

1 MS. STANLEY:

2 And the only reason that I brought up  
3 the employment relationship is because when I  
4 asked about the involvement of the Scruggs Katrina  
5 Group, and she purported not to know who the  
6 Scruggs Katrina Group was.

7 MR. HAWLEY:

8 Yes. I understand.

9 MS. STANLEY:

10 And that's what I was attempting to  
11 clarify.

12 THE WITNESS:

13 I didn't know all the members of the  
14 Scruggs Katrina Group.

15 MS. STANLEY:

16 Q. When did you give the copies, that third  
17 set of documents, to Mr. Scruggs?

18 A. Late summer.

19 Q. July?

20 A. No.

21 Q. Later than that?

22 A. I'm thinking later than that.

23 Q. Okay. Between -- between June when you  
24 did the data dump and late July when you gave the  
25 documents to Mr. Scruggs, was there any other



1 activity involving the documents?

2 A. I didn't clarify it was late July when I  
3 gave the documents. I don't remember. Late  
4 summer. It could be the end of July to  
5 mid-August. I don't remember the date.

6 Q. Other than the Mississippi attorney  
7 general, the FBI, and Mr. Scruggs, did you give a  
8 set of the documents to anybody else?

9 A. No.

10 Q. All right. You know Gene and Jana  
11 Renfroe, do you not?

12 A. Yes.

13 Q. And you've known them for a number of  
14 years, have you not?

15 A. Yes.

16 Q. Have you had conversations with them  
17 about business and non-business issues?

18 A. Yes.

19 Q. Okay. And you've had a fairly cordial  
20 relationship with them over the years?

21 A. I believe so.

22 Q. Before you talked to Mr. Scruggs about  
23 the problems that you perceived with the claims  
24 handling, did you tell anyone at Renfroe about  
25 your concerns?

1 A. I did not.

2 Q. Did you tell anyone in a position of  
3 authority, other than your mother, about your  
4 concerns with the documents prior to consulting  
5 with Mr. Scruggs?

6 A. I spoke with Lecky King at State Farm.

7 Q. Okay. And what did you tell Lecky King?

8 A. I questioned her about why they were  
9 doing what they were doing with the engineer  
10 reports.

11 Q. Okay. Do you recall in the code of  
12 conduct that we looked at earlier that -- and that  
13 was Exhibit 3, that you should --

14 A. I do recall.

15 Q. Okay. Do you recall that the code of  
16 conduct says that if you believe that there is a  
17 problem, you're supposed to take the problem to  
18 Gene and Jana; do you recall that?

19 A. Yes.

20 Q. Yet you did not do that?

21 A. I did not do that.

22 Q. So you never gave Gene and Jana an  
23 opportunity to attempt to rectify the problem, did  
24 you?

25 A. I did not.

1 Q. In the summer of 2006, did Gene or Jana  
2 attempt to talk to you about what was going on  
3 with State Farm and you?

4 A. In which period?

5 Q. In the summer of 2006.

6 A. I remember two, two or three  
7 communications with the company at that point.  
8 Don Goodin called almost immediately in June, and  
9 then I called Jana sometime that summer.

10 Q. Did you ever actually get to talk to  
11 Jana or did you just place a call?

12 A. No. I spoke with Jana.

13 Q. You did? And what did you say in that  
14 conversation?

15 A. Well, what had happened is -- of course,  
16 after we left State Farm, there was a lot of, you  
17 know, what happened. And Don Goodin called, and I  
18 explained to him I wasn't allowed to talk about  
19 it. And then I believe it was August when I  
20 called Jana because, you know, we had -- Kerri and  
21 I, there was a couple of reasons we didn't come to  
22 Renfroe. And one, obviously, with State Farm  
23 being their Number 1 source of income, we just  
24 didn't feel like that they would be able to take  
25 an objective side on this. They can't go up

1       against State Farm, you know, making the most  
2       money from them. And, two, we really wanted them  
3       to be able to say, when this all came out, that we  
4       had no knowledge, we've got two renegades, you  
5       know, disown us and then they wouldn't be attached  
6       to us when it all, you know, went bad. So that  
7       was the two reasons we didn't come to them for it.

8                So I made a -- we felt horrible that we  
9       weren't able to tell them because I know they were  
10      up there dying wanting to know what was going on.  
11      So I called Jana in August before I knew it was  
12      going to be on TV, and I asked her -- I told her I  
13      figured she probably had some questions about what  
14      had happened and I would be happy to answer any  
15      questions if she'd like to ask me some.

16      MS. STANLEY:

17                Objection, non-responsive.

18                I can't even remember what the question  
19      was before --

20                (Whereupon, the previous question was read.)

21      THE WITNESS:

22                I just told you what I said in that  
23      conversation.

24      MS. STANLEY:

25                Q.    So you told Jana all of those things

1 that you just said?

2 A. I said I know you've been wondering  
3 about what's going on. I was calling to see if  
4 you had any questions you would like to ask.

5 Q. Okay. And did Jana have any questions?

6 A. No.

7 Q. So she talked to you, and she didn't  
8 have any questions about what was going on and  
9 what --

10 A. She said something along the lines of I  
11 caught her off guard and she'd have to think about  
12 it and call me back.

13 Q. Okay. After that conversation, did you  
14 talk to anybody else with Renfroe?

15 A. I did not.

16 Q. What was the date that your employment  
17 relationship with Renfroe ended?

18 A. I guess the date I got the letter in the  
19 mail saying that they were accepting our  
20 resignation.

21 Q. Okay.

22 A. And I don't remember that date. I  
23 believe it was just a few days before we were  
24 served.

25 Q. Okay. And let me talk about some of

1 this -- you talked about the media just a minute  
2 ago. And you are, of course, aware that any  
3 contact with -- or any media discussion of Renfroe  
4 or its clients was only, under the contract,  
5 supposed to be through an authorized spokesperson,  
6 correct?

7 A. Okay.

8 Q. Do you recall that from the contracts?

9 A. At the time, I didn't recall the wording  
10 of the contract. After looking at the contract, I  
11 can recall it right now.

12 Q. Before you -- let's see. You gave media  
13 interviews and you talked to newspapers, correct?

14 A. Yes, I did.

15 Q. Mississippi *Sun Herald*?

16 A. Yes.

17 Q. AP?

18 A. Yes.

19 Q. *Bloomberg News*?

20 A. No.

21 Q. Who else did you talk to besides the  
22 Mississippi newspaper and AP?

23 A. Brian Ross.

24 Q. Okay. And Brian Ross is a reporter with  
25 ABC's *20/20* program?

1 A. Yes.

2 Q. And, in fact, you appeared on *20/20*?

3 A. I did.

4 Q. And we've seen the film.

5 A. That was me.

6 Q. That was you. Okay. But you knew  
7 before you appeared on *the 20/20* program and  
8 before you talked to either the AP or the  
9 *Mississippi Sun Herald* that you were not  
10 authorized to do that, didn't you?

11 A. You say I knew. When all of this was  
12 going on, I'm not consciously in my mind filing --  
13 going through the employment agreement saying,  
14 okay, I'm breaking this one. I didn't make a  
15 conscious decision to break an employment  
16 agreement, which could be argued was not even in  
17 force at the time. But, yes, in retrospect,  
18 reading the agreement, if we can say it is in  
19 force, then I would have broken it.

20 Q. Okay. And when you appeared on the  
21 *20/20* program, you wore your State Farm jacket  
22 with the logo on it, did you not?

23 A. I did.

24 Q. And you were -- you are at least now  
25 aware, if you were not at the time, conscious of

1 the prohibition in the contract from using  
2 clients' trademarks or servicemarks in such a  
3 manner, correct?

4 MR. HAWLEY:

5 Object to the form, but answer if you  
6 can.

7 A. I'm aware now.

8 MS. STANLEY:

9 Q. Okay. You gave State Farm documents to  
10 the media, did you not?

11 A. I, personally, did not.

12 Q. Who gave the State Farm documents to the  
13 media?

14 A. I couldn't tell you.

15 Q. How did 20/20 get a copy of the sticky  
16 note that you copied back in October?

17 A. I don't know.

18 Q. So you have no idea who gave 20/20 --

19 A. I didn't see them receive the document.

20 Q. I'm sorry?

21 A. I didn't see who gave 20/20 the  
22 documents; I did not.

23 Q. You did not. And you don't know who  
24 gave it to --

25 A. No, I don't know exactly who gave it to



1       them.

2               Q.    Well, at this point, only three people  
3       have copies of the documents, right?

4               A.    Do you want me to guess?

5               Q.    Okay.

6               A.    I don't know.  It was probably one of  
7       the three people, but it wasn't me.

8               Q.    Well, we have the Mississippi attorney  
9       general has the documents.  The FBI has the  
10       documents.

11              A.    Uh-huh.

12              Q.    And you have a set.

13              A.    At this time, I no longer have a set.

14              Q.    All right.  And that's because you gave  
15       them to Mr. Scruggs?

16              A.    Yes.

17              Q.    And so you have not had a set of the  
18       documents since whatever the date was that you  
19       gave them to Mr. Scruggs?

20              A.    That's correct.

21              Q.    Can you pinpoint that date for me any  
22       more accurately?

23              A.    No.  End of July, first of August I  
24       released the documents, and I have not had any in  
25       my possession since.

1 Q. When you released the documents to  
2 Mr. Scruggs, did you give Mr. Scruggs a copy of  
3 the -- your employment contract that prohibited  
4 the disclosure?

5 A. I could have. I don't know what I gave  
6 him, as far as Renfroe's stuff like this I don't.  
7 I don't think --

8 I don't think we did, did we?

9 No, not to my recollection did I give  
10 him that.

11 Q. But among the documents that you gave to  
12 Mr. Scruggs were Renfroe documents?

13 A. I don't know that Renfroe has any  
14 documents other than the -- these things right  
15 here, and I don't keep these.

16 Q. Okay. Did you tell Jana Renfroe, in  
17 your conversation with her, that you were going to  
18 appear on the 20/20 program?

19 A. No.

20 Q. I'm sorry. No?

21 A. I don't believe I did.

22 Q. Okay.

23 A. She didn't want to stay on the phone  
24 long enough to hear it.

25 Q. Who arranged the 20/20 program?

1 A. Dick.

2 Q. Okay. Do you recall when he arranged  
3 the 20/20 program?

4 A. No.

5 Q. Let me see if I can break that up a  
6 little bit. The 20/20 program showed on August  
7 the 25th of 2006; do you recall that?

8 A. I do.

9 Q. Okay. How far in advance of that  
10 program were you filmed for that program?

11 A. I would say ten days.

12 Q. Okay. All right. So we've got August  
13 the 25th. So that makes it August the 15th. And  
14 he got the documents sometime between the end of  
15 July and August the 1st?

16 A. First part of August, yes.

17 Q. Okay. So sometime between August the  
18 1st and August the 15th, obviously, Mr. Scruggs  
19 was in communication with 20/20?

20 A. Apparently.

21 Q. Do you know of any other media folk that  
22 Mr. Scruggs was in touch with about these  
23 documents?

24 A. No. I mean, we've clarified I talked to  
25 *Sun Herald* and the AP, Brian Ross. I don't know

1 what documents they were privy to, the other two.

2 Q. Okay. When did you go to work for the  
3 Scruggs Katrina Group?

4 A. Toward the later part of July.

5 Q. July of 2006?

6 A. Yes.

7 Q. Did you consider yourself to still be  
8 employed with Renfroe when you went to work for  
9 the Scruggs Katrina Group in July of '06?

10 A. Well, technically I had not resigned  
11 from Renfroe.

12 Q. Okay. Tell me what your job is with the  
13 Scruggs Katrina Group.

14 A. Consultant.

15 Q. And what is your job description other  
16 than consultant? What are you consulting on?

17 A. Helping understand insurance --  
18 insurance documents, policies.

19 Q. And your job is consulting with any and  
20 all members of the Scruggs Katrina Group?

21 A. If they ask, I would need to, yes.

22 Q. Is your job -- does that include  
23 consulting with anybody beyond the Scruggs Katrina  
24 Group?

25 A. I don't believe so.

1 Q. Do you have a written employment  
2 agreement or consulting agreement?

3 A. No. It's verbal.

4 Q. And what are the terms of your  
5 employment?

6 A. In what -- could you specify that?

7 Q. Were you -- is it to be for a year, a  
8 month?

9 A. It was a year.

10 Q. A year. From when, from this July?

11 A. From the July date.

12 Q. And how much are you being paid?

13 A. Less than I was being paid.

14 Q. I need a dollar amount. How much are  
15 you being paid?

16 A. 150,000.

17 Q. For the whole year?

18 A. No, a day. For the year, the year.

19 Q. Okay. Are there any additional benefits  
20 that you're being paid?

21 A. No.

22 Q. Are there any perks that are involved in  
23 it? Like, did Mr. Scruggs fly you in his private  
24 plane to the hearing in Birmingham last week?

25 A. No, he didn't.

1 Q. Okay. So has Mr. Scruggs agreed to pay  
2 off any loans or has he cosigned any loans for  
3 you?

4 A. No, he has not. I don't get medical  
5 insurance either.

6 Q. Okay.

7 A. And I don't have a 401-K anymore.

8 Q. Now, this \$150,000, is that a lump-sum  
9 payment or is it paid to you in increments?

10 A. Twice a month.

11 Q. Is there any understanding of continued  
12 employment beyond the end of the one year that  
13 expires in, I assume, July of '07?

14 A. No, there's not.

15 Q. Prior to your being hired as a  
16 consultant with the Scruggs Katrina Group, have  
17 you had any experience in working as a consultant  
18 with a law firm?

19 A. No, I have not. I have worked as a  
20 consultant, though, in publishing before.

21 Q. A consultant in publishing?

22 A. Yes.

23 Q. Describe that for me, please.

24 A. Textbook publishing, selling textbooks  
25 to school systems, doing presentations to the

1 school systems to teach them about the textbooks  
2 and that sort of thing.

3 Q. Okay. And you had a consulting  
4 agreement with whom to do that?

5 A. I was a -- worked as a representative  
6 slash consultant with Scholastic and Scott  
7 Foresman.

8 Q. Did you do this before you were employed  
9 with Renfroe or is that something that you did --

10 A. Before.

11 Q. -- between catastrophes?

12 A. Before.

13 Q. Okay. And where do you do your  
14 consulting work? Do you work out of your house,  
15 out of Scruggs' office? Where are you --

16 A. Wherever I'm needed.

17 Q. Have you traveled from office to office?

18 A. I have.

19 Q. Which offices have you traveled to?

20 A. To the Jackson office.

21 Q. Have you been to the office in Oxford?

22 A. No, I have not.

23 Q. Okay. Who did Mr. Scruggs give copies  
24 of the documents to?

25 A. I don't know.

1 Q. Do you know if Mr. Scruggs made copies  
2 available to other members of the Scruggs Katrina  
3 Group?

4 A. I could not answer that.

5 Q. When you have done your consulting work  
6 in Jackson or in Moss Point, did you see documents  
7 that were among those that you had copied?

8 A. No. Actually, it was a case that I've  
9 never seen.

10 Q. Do you know where Mr. Scruggs stores the  
11 documents that you gave him?

12 A. I know where he used to store them.

13 Q. Where is that?

14 A. In the Moss Point office.

15 Q. For what purpose did you give  
16 Mr. Scruggs the documents?

17 A. Which documents?

18 Q. Any -- the documents that you gave --  
19 let me take it back a step. Did you give a set of  
20 documents to Mr. Scruggs?

21 A. Yes.

22 Q. For what purpose did you give  
23 Mr. Scruggs those documents?

24 MR. HAWLEY:

25 Barbara --



1 A. Which time?

2 MR. HAWLEY:

3 Yeah. I don't -- I don't know the  
4 precise answer to this question, but to the  
5 extent -- to the extent the purpose is something  
6 that she discussed with her lawyer, Mr. Scruggs,  
7 about the other representation we've already  
8 talked about at length, I'll object as part of the  
9 attorney-client privilege. I honestly don't know  
10 what her answer will be, but to the extent it's  
11 part of that privilege and part of that other  
12 legal matter, it's a privileged matter. To the  
13 extent it's independent of that from the  
14 consulting role, or whatever, it's not privileged.

15 MS. STANLEY:

16 Q. Okay. As I understand it, it was April  
17 of '07 that you retained Mr. Scruggs to handle  
18 the -- to represent you in the other matter; isn't  
19 that correct?

20 A. April '07 hasn't gotten here yet.

21 Q. Oh, hello, that's true. So it was April  
22 of '06 that you retained him to do that?

23 A. No.

24 Q. Well, then I must have misunderstood  
25 what you told me about when you --

1 A. Apparently.

2 Q. -- retained Mr. Scruggs to represent you  
3 in what we're referring to as the other matter.  
4 When did you retain Mr. Scruggs to represent you  
5 in the other matter?

6 A. I'm not going to answer any questions on  
7 the other matter.

8 Q. I believe you testified earlier that it  
9 was April because --

10 A. I testified -- I didn't.

11 Q. Okay. Well, the record will show --

12 MR. HAWLEY:

13 Can we take -- should we take a short  
14 break so I can help move this along?

15 MS. STANLEY:

16 That would be --

17 MR. HAWLEY:

18 I think there are -- again, I wish this  
19 weren't as confusing as it is. But as soon as  
20 they become consultants on insurance claims or  
21 issues, or whatever they are, they've got an  
22 employment relationship and an attorney-client  
23 relationship. And if I can give her some  
24 guidance, I will try to do so about giving you as  
25 much information through one relationship but

1 knowing where to stop under the attorney-client  
2 privilege relationship.

3 THE WITNESS:

4 I don't think there's an overlap in  
5 April. To clarify, I said I hired the other  
6 attorneys that I wasn't going to mention in April.  
7 That's what I said.

8 MS. STANLEY:

9 Q. Okay. And the employment began in --  
10 refresh my memory what you said.

11 A. Late July.

12 Q. Late July, okay. Okay. And, again, my  
13 question about the purpose of why you gave them to  
14 him, at one point in this litigation there were  
15 some representations made that you gave the  
16 documents to Mr. Scruggs for safekeeping. Is that  
17 an accurate characterization?

18 MR. HAWLEY:

19 Everyone is looking at me. Barbara --

20 A. I think that can be accurate,  
21 safekeeping for the other matter that I'm not  
22 going to discuss.

23 MS. STANLEY:

24 Q. So they were given to him in safekeeping  
25 for the other matter. Did you authorize

1 Mr. Scruggs to use the documents for the benefit  
2 of his other clients in their suits against State  
3 Farm?

4 A. We never had that discussion.

5 Q. Are you aware that Mr. Scruggs is using  
6 those documents for the benefit of his other  
7 clients against State Farm?

8 A. Are you talking about the documents from  
9 the data dump?

10 Q. Any document that you have given him.

11 A. We're going to have to clarify when you  
12 talk about documents. There are pre-data dump and  
13 data dump. So when you ask a question about a  
14 document, I'd like for you to say whether they're  
15 pre-data dump or data dump documents because  
16 that's what's confusing me.

17 Q. My question applies to any document.

18 A. Well, there's two different answers.

19 Q. All right. Pre-data dump, what is the  
20 answer?

21 A. Now, I forgot the question.

22 MS. STANLEY:

23 Can you read that back, please?

24 COURT REPORTER:

25 Are you aware that Mr. Scruggs is using

1 those documents for the benefit of his other  
2 clients against State Farm?

3 MS. STANLEY:

4 Q. Are you aware that Mr. Scruggs is using  
5 the documents, the pre-data dump documents, on  
6 behalf of his other clients against State Farm?

7 A. I'm aware of one, yes.

8 Q. Okay. Are you aware of Mr. Scruggs  
9 using any of the documents from the data dump on  
10 behalf of his other clients against State Farm?

11 A. Absolutely not.

12 Q. Okay. As a part of your duties as a  
13 consultant to the Scruggs Katrina Group, do you  
14 provide information about the claims handling  
15 system -- systems of insurance companies?

16 A. Yes.

17 Q. As part of your duties as a consultant  
18 to the Scruggs Katrina Group, do you provide  
19 information about State Farm's claims files?

20 A. In what regard?

21 Q. In terms of what the documents mean in a  
22 claims file.

23 A. Yes.

24 Q. In terms of how to find information in  
25 the State Farm or the Renfroe systems about claims

1 handling practices?

2 A. As a consultant, I help them decipher  
3 any claims documents, be it from State Farm or any  
4 other insurance company they're asking me about.

5 Q. Okay. Do you consult with them about  
6 claims -- how the insurance company's claims  
7 decisions are handled?

8 A. Yeah. If it's within my scope, I do.

9 Q. Okay. Do you consult with them about  
10 which people in the State Farm organization were  
11 making decisions on various aspects of claims?

12 A. That gets fuzzy. I've talked back to so  
13 many government -- that was more the government  
14 asking me those questions.

15 Q. Okay. Well, I'm not asking about  
16 government. Let me be clear.

17 A. That's what their interest was. I don't  
18 know that --

19 Q. You don't recall --

20 A. I don't remember.

21 Q. Okay. Would you agree with me that all  
22 of this information that you have about the  
23 documents, what they mean, where they're found,  
24 how decisions were made, that all of that -- that  
25 you have all of that information only because

1 your work -- of your work as a Renfroe employee?

2 A. Okay. Yes.

3 Q. Have your job duties as a consultant  
4 with the Scruggs Katrina Group changed over the  
5 last -- you know, from the time that you took the  
6 job until present?

7 A. No.

8 Q. They have not changed?

9 A. Not that I'm aware of. It's always a  
10 broad scope. There was not a narrow job  
11 description.

12 Q. Okay. I can't remember if I've asked  
13 you this. Pardon me if it's a repeat. But have  
14 you worked directly with Don Barrett?

15 A. I know Don. I've spoken with Don.  
16 Work -- have we worked with Don Barrett?

17 Q. Well, wait a minute.

18 A. I'm sorry. I don't remember.

19 Q. We'll talk to Kerri tomorrow.

20 A. I don't remember.

21 Q. This is your time.

22 A. I remember having a meal with Don and  
23 talking to Don. I don't know if I've worked with  
24 Don. I don't remember.

25 Q. Okay. So you don't recall whether or

1 not you have been involved with Don as a  
2 consultant regarding State Farm's employment --  
3 settlement practices?

4 A. Exactly. I don't recall that at all.

5 Q. Do you know -- when you say you're paid  
6 by the Scruggs Katrina Group, do you know how they  
7 divide up the responsibility for your \$150,000  
8 fee?

9 A. I do not.

10 Q. So you don't know which firm pays what  
11 percentage of your fee, if it's divided that way?

12 A. I have no idea.

13 Q. Okay. What about the Merlin Group, have  
14 you worked with the Merlin Group at all?

15 A. Is that on here?

16 Q. No, it's not on there.

17 A. That's not ringing a bell, the Merlin  
18 Group. I don't know who that is.

19 MS. STANLEY:

20 Q. Okay. Let me mark this as Exhibit 7 --  
21 (Exhibit 7 was marked.)

22 MS. STANLEY:

23 Q. -- and ask you if you've ever seen this  
24 document that's been marked as Exhibit 7 before?

25 A. No, I've never seen this. And I don't



1 know who the Merlin Group is.

2 Q. Okay. So you've not ever seen this  
3 document before?

4 A. No.

5 Q. And the names of John R. Santa Cruz and  
6 William B. Weatherly, do those names ring any  
7 bells?

8 A. No.

9 Q. Okay. The reason that I ask, if you  
10 will read in the third paragraph of this letter,  
11 the third sentence of the third paragraph, third  
12 and fourth sentences say, we're putting together a  
13 large amount of information on wind -- on the wind  
14 and water issue. And then they go on to say, we  
15 have clear evidence suggesting falsified  
16 engineering reports. Do you see that?

17 A. Uh-huh.

18 Q. And I just wondered from that if the  
19 falsified, if you had provided -- let me back up  
20 on that. I was wondering, from this sentence in  
21 Exhibit 7, if you had any idea where the Merlin  
22 Group got the information about falsified  
23 engineering reports?

24 A. None whatsoever.

25 Q. So you don't know whether or not anyone

1 in the Scruggs Katrina Group is also consulting  
2 with the Merlin Group?

3 A. No.

4 Q. And to the best of your knowledge, you  
5 have never provided any documents or any  
6 consulting service to it, to John R. Santa Cruz or  
7 William B. Weatherly or anyone with the Merlin Law  
8 Group?

9 A. That's correct.

10 Q. You have had an attorney-client  
11 relationship with Mr. Scruggs where the documents  
12 were the nexus of his representation of you  
13 beginning in February of '06. Does that  
14 relationship continue to today?

15 A. Yes.

16 Q. Okay. And you have a consulting  
17 agreement with the Scruggs Katrina Group beginning  
18 in July and continuing through today, correct?

19 A. Correct.

20 Q. Are there any other relationships that  
21 you have with any -- with Scruggs or anyone from  
22 the Scruggs Katrina Group?

23 A. Other than consulting or them acting  
24 as --

25 Q. Or attorney-client.

1           A.    Not that I'm aware of, no.

2           MR. HAWLEY:

3                    Barbara, I think we talked about this  
4           other legal matter several times where another  
5           firm may or may not have been pulled in, the  
6           identity of which would reveal the scope, purpose,  
7           or strategy behind the matter. I think that's  
8           part of the record, and I -- as the one who is  
9           interposing attorney-client objections, I view  
10          that as a separate representation. And from my  
11          standpoint, I'd like for the record to be clear on  
12          that.

13          MS. STANLEY:

14                    Okay. Okay. Fine.

15          Q.    Okay. I'd like to turn now to the -- to  
16          questions relating to the injunction. You have  
17          testified that as of July of '06, you have not had  
18          possession of any of the documents, correct?

19                    A.    Correct.

20          Q.    And that you didn't make any additional  
21          copies after the data dump in June?

22                    A.    Correct.

23          Q.    At some point in our -- in the testimony  
24          I had understood that you had some additional  
25          documents in the fall of '06 that you may or may

1 not have turned over to either the law enforcement  
2 agencies or to Mr. Scruggs. Is that a correct  
3 understanding?

4 A. Yes.

5 Q. What was the source of those documents?

6 A. Those were just -- I was cleaning out  
7 some stuff, and I just found some old -- there  
8 were no documents that had to do with Katrina.  
9 They were pre-Katrina documents.

10 Q. Okay. Were they State Farm documents?

11 A. Yes.

12 Q. Were there any Renfroe documents  
13 involved?

14 A. Not that I recall.

15 Q. Okay. Let me go back just a minute to  
16 the 20/20 program. One of the documents that was  
17 shown on the 20/20 program had a Renfroe logo on  
18 it. Do you know how 20/20 got that document with  
19 the Renfroe logo?

20 A. Yes.

21 Q. How did that happen?

22 A. We were printing out something on my  
23 computer, and we couldn't get the e-mail we  
24 wanted. And I hit the wrong one and it printed  
25 out, and then they just zoomed to it while it was

1 printing.

2 Q. Okay. Is that document that you printed  
3 out on 20/20 part of any of the documents that you  
4 turned over to Mr. Scruggs or to any of the -- any  
5 of the law enforcement agencies?

6 A. I don't know. I know -- I didn't read  
7 it when it printed out that day that 20/20 was  
8 there.

9 Q. Do you know what catastrophe it dealt  
10 with?

11 A. So I don't even know what it was in  
12 regard to.

13 Q. So you don't know whether it was Katrina  
14 or anything else?

15 A. It could have been about a conference a  
16 year ago. I have no idea what that document said.  
17 I just hit the wrong button, and it printed out.

18 Q. Okay. I digressed. Let me get back to  
19 my outline here. Please identify and state for me  
20 all the steps that you, personally, took to  
21 retrieve the documents from Scruggs and any others  
22 that may have had them in compliance with the  
23 injunction.

24 A. I called Dick and asked him.

25 Q. I'm sorry?

1 A. I called Dick.

2 Q. And when you asked him, was it phrased  
3 just in terms of a request or was it phrased in  
4 the terms of a more stringent, urgent demand?

5 MR. HAWLEY:

6 Barbara, I want her to answer this, but  
7 I'd like to get your agreement that you're not  
8 using this nature of testimony, which I think is  
9 important to the injunction and her compliance  
10 with it, as an effort to argue that, through this  
11 line of questioning, she's somehow waiving the  
12 privilege between herself and the Scruggs Law  
13 Firm and what it all means.

14 MS. STANLEY:

15 I'll agree to that because I think that  
16 you have to reveal some of --

17 MR. HAWLEY:

18 I agree.

19 MS. STANLEY:

20 -- these conversations in terms of that.

21 MR. HAWLEY:

22 I agree.

23 MS. STANLEY:

24 But I do understand that -- I'm not  
25 trying to drive a freight train through the door

1 that I'm opening here.

2 MR. HAWLEY:

3 That's all I was going to say. Thank  
4 you.

5 MS. STANLEY:

6 Q. Okay.

7 A. I called Dick. I requested that he have  
8 the documents for the Court. He told me that the  
9 attorney general had requested that he send them  
10 the copy of the documents and that he no longer  
11 had them. Then on a later conversation with  
12 Kitty, we sent a letter to Courtney requesting the  
13 documents, and I called her myself and asked her  
14 after the grand jury was completed.

15 Q. What date was that?

16 A. The day after my grand jury testimony.

17 Q. Would that have been January the 17th?

18 A. I think I testified at the grand jury on  
19 a Wednesday.

20 Q. Okay.

21 A. So it would have been the next day is  
22 when I called Courtney.

23 Q. All right. So -- and that would be  
24 after the injunction was issued on the -- on  
25 December the 8th, correct?

1           A.    I guess.  I don't know when, but I  
2   guess.

3           Q.    Okay.  I'll represent to you the  
4   injunction was issued on December the 8th.  When  
5   did you call Mr. Scruggs and ask him to send the  
6   documents in response to the injunction?

7           A.    I'm going to guess that was in December.

8           Q.    Was that --

9           A.    Before Christmas.

10          Q.    Okay.  Was it close to the 8th or was it  
11   closer to Christmas?

12          A.    I don't know.  I just -- I'm not sure I  
13   found out on the -- about the injunction the exact  
14   day that it came out.  You know, I don't know how  
15   long it took me.  And bless their heart, they sent  
16   me certified mail.  And I won't go to the post  
17   office and get certified mail, so it just -- I  
18   never got it.  They called me.  The day I heard is  
19   the day I asked.

20          Q.    Okay.  And you don't recall --

21          A.    And I don't know when it was.

22          Q.    -- what day that was?

23          A.    It was pre-shopping season.  I was busy.  
24   I don't remember.

25          Q.    So it was in the Christmas shopping



1 season?

2 A. It was in the frenzy of Christmas  
3 shopping season.

4 Q. Okay. So you're not an early shopper?

5 A. No.

6 Q. No, okay. So this was pretty -- it was  
7 closer to Christmas, then?

8 A. It was closer to Christmas, I guess. I  
9 don't know.

10 Q. Okay.

11 A. Well, the whole month I shop for  
12 Christmas, so the whole -- December 1st to the  
13 24th was a frenzy. So we can't say it was closer  
14 to Christmas. I misspoke.

15 Q. Okay. Other than the one telephone call  
16 to Mr. Scruggs -- and let me get this straight.  
17 You called him and said please send the documents,  
18 and he said I can't because the Mississippi  
19 attorney general has asked for them and I've sent  
20 them to her; is that correct? Okay.

21 A. Yes.

22 Q. All right. So that puts it around  
23 December the 12th because I will represent to  
24 you that that is the date that the letter came  
25 from Ms. Schloemer to Mr. Scruggs. So it would

1 have been after the 12th, then, that you talked  
2 to him because he had already sent the documents?

3 A. That makes sense. I'm sure it was.

4 Q. Did he tell you that he was sending one  
5 set of documents to Ms. Schloemer?

6 A. He didn't indicate. He said he sent all  
7 the documents.

8 Q. He sent all the documents. Did you ask  
9 him whether or not all of the members of the  
10 Scruggs Katrina Group were complying with the  
11 injunction?

12 A. No.

13 Q. Did you talk to anybody else in the  
14 Scruggs Katrina Group about whether or not they  
15 were complying with the injunction?

16 A. No.

17 Q. Did you send any written instruction,  
18 either a letter, a fax, an e-mail, to Mr. Scruggs  
19 or the Scruggs Katrina Group reiterating your  
20 request for the documents?

21 A. No.

22 Q. Do you know whether or not Mr. Hawley  
23 has taken any steps on your behalf to get the  
24 documents from anyone that may have received them?

25 MR. HAWLEY:

1           And, again, I just ask for the same  
2 representation about not using this kind of  
3 information to assert a waiver of privilege  
4 argument, and I would encourage her to answer if  
5 you'll give us that representation.

6 MS. STANLEY:

7           Agreed.

8           A.    It's my impression, by the number of  
9 times they asked me for the documents, that  
10 they've been all over everybody they can get ahold  
11 of about the documents, working vigorously to get  
12 ahold of the documents.

13 MS. STANLEY:

14           Q.    And what form has that vigorous work  
15 taken?

16           A.    Numerous phone calls, e-mails, letters.  
17 They've been very busy.

18           Q.    Okay.  And have you ever told  
19 Mr. Scruggs or the Scruggs Katrina Group that you  
20 endorse or support the efforts that Mr. Hawley has  
21 made to get those documents back?

22           A.    I think it was implied when I called and  
23 asked for them.

24           Q.    So you made the one phone call --

25           A.    Uh-huh.

1 Q. -- and talked to Dickie Scruggs?

2 A. I did.

3 Q. And you haven't talked to anybody else  
4 in the Scruggs Katrina Group?

5 A. No.

6 Q. Did you call Mr. Hawley back and inquire  
7 as to whether or not he was having any luck in  
8 getting the documents in compliance with the  
9 injunction?

10 A. No. I trust that Greg and Kitty are  
11 more than competent to track down what needs to be  
12 done. I did not have the documents in my  
13 possession. I requested them from Dick, and he  
14 said he did not have them. I was competent they  
15 could handle it the rest of the way. Otherwise, I  
16 wouldn't need lawyers. I'd be running around  
17 myself doing it.

18 Q. What steps did you take to make sure  
19 that the second part of the injunction that  
20 prohibited you from disclosing or talking about  
21 any information based on the documents, that that  
22 wouldn't be a violation?

23 A. I didn't understand.

24 Q. Do you want me to try that sentence  
25 again?

1 A. Let's have a do-over.

2 Q. I'll try it in English. Just a minute.

3 What steps did you take to comply with the  
4 injunction's requirement that you not discuss or  
5 disclose any information based on the documents?

6 A. I guess by not talking to anyone.

7 Q. Well, that -- okay. Did this -- did you  
8 have any occasion to decline to talk about the  
9 contents of the documents or any disclosure based  
10 on the documents as a consultant to the Scruggs  
11 Katrina Group because of the injunction?

12 A. I didn't have to decline it because it  
13 wasn't offered. Does that make sense?

14 Q. So, in other words, after the injunction  
15 was issued, were you ever asked by anyone from the  
16 Scruggs Katrina Group to discuss or disclose or  
17 comment on any information regarding the  
18 documents?

19 A. No, not that I recall.

20 Q. Okay. Have you taken any steps to  
21 advise your employers that because of the  
22 injunction you will not be in a position to  
23 disclose, discuss, talk about any information  
24 based on the -- any of the documents?

25 A. I've left that to my attorneys to

1 explain it to them.

2 Q. Okay. So you expected Mr. Hawley to  
3 call Mr. Scruggs and explain that you would not be  
4 in a position to discuss or disclose any  
5 information that may relate to the documents?

6 A. I expected Greg to take care of whatever  
7 needed to be taken care of.

8 Q. But you, personally, did not do  
9 anything?

10 A. As far as talk about it after the  
11 injunction?

12 Q. Right, or make any -- you know,  
13 establish any ground rules?

14 A. I didn't break the injunction; is that  
15 what you're asking me?

16 MS. STANLEY:

17 Objection, non-responsive.

18 Q. Now, my question was: What steps did  
19 you take to comply with it?

20 A. We're talking about the second part?

21 Q. Yes.

22 MR. HAWLEY:

23 Asked and answered, but complete the  
24 answer if there's more to it.

25 A. I don't have anything else to say.

1 MS. STANLEY:

2 Q. Are you aware that a -- that there is a  
3 settlement or a -- I don't know if it's an actual  
4 settlement or a proposed settlement of the  
5 lawsuits that the Scruggs Katrina Group was  
6 bringing against State Farm?

7 A. Yes.

8 Q. Will you receive -- what will you  
9 receive as a part of that settlement that was just  
10 announced? What compensation will you receive?

11 A. I've never been promised any  
12 compensation from the settlement or otherwise.

13 Q. Has any kind of bonus or compensation to  
14 you been implied?

15 A. No.

16 Q. Do you anticipate receiving any other  
17 benefits or compensation of any kind from the  
18 settlement?

19 A. No, I do not.

20 MS. STANLEY:

21 Okay. Can we take a break?

22 MR. HAWLEY:

23 Sure.

24 VIDEOGRAPHER:

25 The time is approximately 2:52. We are

1 off the record.

2 (Off the record.)

3 VIDEOGRAPHER:

4 Okay. The time is approximately 3:11.  
5 We're back on the record.

6 MS. STANLEY:

7 Q. Ms. Rigsby, let me take you back to the  
8 conversation that you had when you called Jana  
9 shortly before the 20/20 show. In that  
10 conversation, did Jana say that she would get back  
11 in touch with you?

12 A. Yeah. She said something along the  
13 lines of I caught her off guard or she had to  
14 think about it and she'd get back to me.

15 Q. Okay. Now, did Gene Renfroe attempt to  
16 call you back?

17 A. Yes.

18 Q. Did he make several attempts to call you  
19 back?

20 A. I had a voicemail, one voicemail from  
21 him that I recall.

22 Q. You only recall the one?

23 A. I only recall the one.

24 Q. Did you ever return Mr. Renfroe's call?

25 A. I did not.



1 Q. Why not?

2 A. It was not -- when I called Jana, I  
3 was -- like I said, we felt -- we felt bad we  
4 hadn't been able to include them in what had been  
5 going on because we were told not to. And I knew  
6 20/20 was coming on, and I knew that would  
7 probably be shocking. So I was going to take a  
8 few minutes and walk her through that and prepare  
9 her for that coming on.

10 When Gene called back and left a  
11 message, it was a message we want you to drive to  
12 Birmingham. We want you to sit down with me and  
13 Gene and Don at the -- I mean, the three of us at  
14 the table, pay for your hotel room, drive back. I  
15 wasn't in for that. That's what I -- I was not  
16 going to do that.

17 Q. Okay.

18 A. So I had -- I felt like I had made the  
19 offer in good faith to speak to Jana, and she  
20 declined to do it at that time. And I would have  
21 been happy to talk to her had she called me back  
22 or had Gene called and said let's -- but, you  
23 know, having a 30-minute conversation on the phone  
24 with somebody I was willing to do. I was not  
25 willing to drive up to Birmingham and sit down and

1 hash it all out.

2 Q. Who had told you not to talk to them  
3 prior to that?

4 A. Well, just -- I wasn't allowed to talk  
5 about anything that was going on during that time.

6 Q. Who wouldn't allow you to talk to them?

7 A. I don't remember. I just remember I  
8 wasn't supposed to. I know State Farm wasn't  
9 going to tell them. I couldn't tell them what we  
10 had done. This was prior to it all coming out,  
11 the reason that we had been released from the job  
12 assignment. I know that State Farm was very  
13 concerned about not telling, and I think counsel  
14 advised me not to talk about it with anyone.

15 Q. Who's counsel?

16 A. At that time, I believe it was Dickie.

17 Q. Had he told you not to talk to State  
18 Farm and the Renfroes or just the Renfroes?

19 A. He didn't specify any particular group,  
20 just, you know, we're not going to discuss this.

21 Q. You could talk to the media, but you  
22 couldn't talk to anybody else?

23 A. At that time, I had not talked -- there  
24 had not been any media released at that time that  
25 I made the call to Jana.

1 Q. Well, but hadn't you already filmed the  
2 20/20 show when you talked to Jana because it was  
3 getting ready to show the next day?

4 A. No. I didn't call her the day before.

5 Q. Okay.

6 A. I don't know when. And I don't know if  
7 she has a better record of the day I called. It  
8 seemed like I called a week or so out before -- I  
9 don't remember.

10 Q. But it was after the 20/20 show had been  
11 filmed, right?

12 A. It could have been, yes.

13 Q. Okay. Were you asked to go through the  
14 Renfroe checkout procedure?

15 A. No, I was not.

16 Q. So you don't recall anyone asking you --

17 A. Let me re -- let me back up. I'll amend  
18 that. I did get a voicemail from Steve Cantrell  
19 to -- he needed to go over my evaluation. And I  
20 contacted him several times that I was very  
21 anxious to meet with him and do that, and  
22 apparently he decided not to. He ended up faxing  
23 it to me or something. I didn't -- he didn't meet  
24 with me in person with that.

25 Q. Did you ever complete a checkout form?

1 A. I did not. He did not send me one.

2 Q. They did not send you one?

3 A. Steve Cantrell did not send me a  
4 checkout form.

5 Q. Okay. And you didn't get one otherwise?

6 A. I did not get one otherwise.

7 Q. Let me try and get a little bit of  
8 clarity on this second matter that Mr. Hawley has  
9 cautioned about, and I will try to stay within the  
10 bounds of what you have described here. As I  
11 understand it, Mr. Scruggs has been retained to  
12 represent you in the second matter, correct?

13 A. Correct.

14 Q. What are the financial terms of his  
15 representation of you in this second matter?

16 A. I believe I don't --

17 MR. HAWLEY:

18 I don't know if she can -- I'm not sure  
19 I know. I think I know, and I think part of what  
20 the terms may be could reveal more about the  
21 matter than she is supposed to reveal.

22 MS. STANLEY:

23 Q. Is there a written agreement that  
24 captures the retention agreement for the second  
25 matter? Is there an engagement letter or any kind

1 of contract for this second representation?

2 MR. HAWLEY:

3 If there is, you can answer.

4 A. There is -- I know that I remember  
5 something in writing. I don't know if it's the  
6 exact document you're talking about. It pertains  
7 to this matter, and there is a document. I don't  
8 remember if included in the document is how the  
9 fee will be paid.

10 MS. STANLEY:

11 Q. Okay. Do -- okay. But you do recall  
12 that you will owe Mr. Scruggs a fee for this  
13 representation?

14 A. There is, yes. I do recall that there  
15 is a -- yes.

16 Q. Is it a contingent fee or --

17 A. I think he objected to that.

18 MR. HAWLEY:

19 I don't know if there is one. I think  
20 if there is a contingency component, that that is  
21 discoverable and not privileged. So you can  
22 answer that part. Beyond that, I don't know --  
23 well, we'll just see what the next question is.  
24 If there is such a thing, I think you can divulge  
25 that.

1           A.    Okay.  It's my understanding on this  
2 other matter it's a contingency.

3 MS. STANLEY:

4           Q.    Do you recall what percentage is the --  
5 of contingency?

6           A.    It's my understanding it's 40 percent.

7           Q.    Is it a flat 40 percent no matter what  
8 stage of the -- that the proceeding ends at?

9           A.    I didn't -- I just saw the 40 percent or  
10 assumed the 40 percent or was told the 40 percent.  
11 It didn't go beyond that.  I don't know enough  
12 about it to ask these kind of questions.

13          Q.    Okay.  And when did you reach this  
14 agreement to retain Mr. Scruggs to represent you  
15 in the second matter?

16          A.    In April.

17          Q.    And when did this -- when was this  
18 second firm retained?

19          A.    April.

20          Q.    The same time; is that correct?

21          A.    That's correct, to my recollection, yes.

22          Q.    Does the second firm also have a  
23 contingent fee agreement?

24          A.    My understanding is it's across the  
25 board the same agreement fee-wise.

1 Q. So the two firms will share in the  
2 40 percent; is that what your understanding is?

3 A. My understanding is 40 percent goes to  
4 attorneys, and I don't know how they work it out.

5 Q. Okay. Is there a written agreement with  
6 the second firm?

7 A. I've seen one written agreement.

8 Q. And that's the one with Mr. Scruggs?

9 A. They're all on it.

10 Q. They're all on it. Okay. So it's a  
11 written agreement between you and Mr. Scruggs and  
12 the second firm?

13 A. Yes.

14 Q. Okay. Let me talk to you about your  
15 consulting agreement with the Scruggs Katrina  
16 Group. You had said that your annual fee is  
17 150,000 and you get paid twice monthly under that,  
18 correct?

19 A. That's correct.

20 Q. How many hours a week do you put in as a  
21 consultant?

22 A. It varies.

23 Q. How many hours did you put in in  
24 November of last year?

25 A. I have no idea.

1 Q. How many hours did you put in in  
2 December?

3 A. I don't have to fill out a time sheet.

4 Q. Well, just give me an approximate number  
5 of hours that you worked in December of last year.

6 A. I can't recall.

7 Q. Was it ten, fifty, two?

8 A. That doesn't help me recall. I don't  
9 recall.

10 Q. Well, each week do you work on some  
11 consulting matter for the Scruggs Katrina Group?

12 A. Not every week, no. Some weeks, you  
13 know, we travel out of town on Sunday and we work  
14 all day, seven days in a row; and some weeks we  
15 don't have anything. It's sporadic. It's not an  
16 8:00 to 5:00 job. It's a consulting job.

17 Q. And how often have you had out-of-town  
18 trips where you were a consultant?

19 A. I would say half a dozen times.

20 Q. Okay. And those out-of-town trips,  
21 how -- where would you go on these out-of-town  
22 trips?

23 A. Jackson.

24 Q. How long would you stay in Jackson for  
25 each trip on the average?



1 A. One to two nights.

2 Q. And when you weren't traveling to  
3 Jackson, during an average week, what kinds of  
4 services -- or where would you perform services  
5 under your consulting contract?

6 A. At the Moss Point office.

7 Q. And where is the Moss Point office? I  
8 don't know anything about Mississippi geography,  
9 so you're going to have to help me out.

10 A. Moss Point is east of Pascagoula.

11 Q. And how far is it from Ocean Springs?

12 A. Half hour.

13 Q. Okay. So you're living in Ocean Springs  
14 and commuting to Moss Point, then?

15 A. Yes.

16 Q. How often do you go to Moss Point?

17 A. Whenever I'm needed.

18 Q. And is that one time a week, two times a  
19 week?

20 A. It varies.

21 Q. Are there weeks that go by that you  
22 don't do anything on this consulting contract?

23 A. No. There's never a week that goes by  
24 that I don't do anything on the consulting.

25 Q. Okay. Approximately how many hours a

1 week do you -- on average do you put in on this  
2 consulting contract?

3 A. Barbara, it's hard to do that. You  
4 know, you spend a lot of time on the phone  
5 sometimes. You spend time driving places. You  
6 spend time researching stuff. I just can't tell  
7 you. It's not an 8:00 to 5:00 job. It's a  
8 consulting job.

9 Q. So you just --

10 A. I consult when they ask me to.

11 Q. And you just don't have any kind of  
12 ballpark figure -- ballpark figure?

13 A. I've got nothing I can give you. I'm  
14 sorry.

15 Q. All right. Let me go back and ask a few  
16 more questions about the --

17 A. I might have made a misstatement. I  
18 think during the two weeks of Christmas I don't  
19 believe that I did any consulting. Christmas  
20 holidays the office was closed down.

21 Q. Okay. What about over Thanksgiving?

22 A. I don't remember Thanksgiving.

23 Q. Let me go back and talk a little bit  
24 about the injunction and the efforts to comply  
25 with the injunction. And I apologize if I've

1 asked you this before, but tell me again when you  
2 learned of the injunction.

3 A. I'm not sure when I learned of the  
4 injunction.

5 Q. Okay. How did you learn of the  
6 injunction?

7 A. Through Greg and Kitty.

8 Q. Did they call you?

9 A. Yes.

10 Q. Did they then fax you a copy of it?

11 A. Yes.

12 Q. And I recall your saying that you had  
13 been mailed a copy, that you didn't pick it up?

14 A. I think they mailed me some stuff, but  
15 it was certified, and I didn't go to the post  
16 office and pick it up.

17 Q. Okay. So when was it that either Greg  
18 or Kitty called you about the injunction?

19 A. It was in December. I don't have my  
20 date book.

21 Q. Can you pin that down?

22 A. Nobody told me to bring my date book. I  
23 don't have it. I have no idea.

24 Q. Okay. Let me see how -- all right.  
25 So -- all right. Never mind.

1           And then I had asked you some questions  
2 about what you were doing to keep from offending  
3 the second part of the injunction about discussing  
4 the documents at issue. And you had said that you  
5 were relying on Mr. Hawley; is that correct? Is  
6 that a correct characterization?

7           A. I believe so, yes.

8           Q. Okay. And what did you understand that  
9 Mr. Hawley was doing to keep you from offending  
10 the second part of the injunction?

11          A. I don't -- I don't just call him up  
12 every day and ask him -- I don't know if I don't  
13 understand the question. I have an injunction.  
14 They call me and tell me to turn in documents or  
15 to tell me to call Dick to turn in documents. I  
16 do what they tell me to do when they tell me to do  
17 it, and I assume they're handling the rest of it.

18          Q. Okay. So you didn't have any  
19 discussions with Mr. Hawley, then, about how you  
20 would keep from offending the second part of that  
21 injunction?

22          A. Not that I recall.

23 MR. HAWLEY:

24                I think part of that has been asked and  
25 answered.

1 MS. STANLEY:

2 I think that's correct.

3 Q. Have you shown a copy of your employment  
4 agreement to Mr. Scruggs?

5 A. I don't remember. I think you already  
6 asked me this.

7 Q. Well, I asked you in the context -- and  
8 let me clean that question up because you're  
9 right. So that the -- I believe my earlier  
10 question was when you were handing him the  
11 documents, whether or not you told him about your  
12 employment agreement at that time, and now my  
13 question is a little different. Is -- at any  
14 time, do you recall having given Mr. Scruggs a  
15 copy of your employment agreement?

16 A. I didn't have any copies of my  
17 employment agreement until Greg and Kitty got  
18 them.

19 Q. Okay.

20 A. And if they gave them to him, that's  
21 fine, but I did not. I never had them in my  
22 possession. I looked at their copies.

23 Q. Okay. And once you got a copy of it in  
24 conjunction with this lawsuit, you never gave a  
25 copy of it to Mr. Scruggs, then?

1 A. No.

2 Q. Okay. And you don't know whether or not  
3 Mr. Hawley ever gave --

4 A. I have no idea.

5 Q. -- a copy to Mr. Scruggs?

6 Okay. The documents that you found in  
7 the fall after the data dump, the documents that  
8 you said you found when you were going through  
9 some files, do you recall -- do you recall those  
10 documents we're talking about?

11 A. Uh-huh.

12 Q. Were those State Farm documents?

13 A. Yes.

14 Q. Were they documents from anybody else?  
15 Were they solely State Farm documents?

16 A. It's my recollection that these were  
17 solely State Farm documents. These were not any  
18 kind of privileged documents. They were very  
19 generic.

20 Q. Okay. Do you recall what catastrophe  
21 they related to?

22 A. I'm not even sure they related to a  
23 particular catastrophe.

24 Q. Okay. And why did you feel obliged to  
25 turn those over to Mr. Scruggs?

1           A.    A lot of them were learning tools. Like  
2 there was a how to measure a roof or some things  
3 like that, some learning tools that we had  
4 received. And a lot of the -- no offense, but a  
5 lot of the lawyers just don't get the insurance.  
6 So I thought it would be a good tool, when they're  
7 trying to look through things and understand  
8 things, to help them.

9           Q.    Okay. Did any of them have to do with  
10 how to use Xactimate?

11          A.    It could have. It could have been some.  
12 I didn't go through every piece. It was a file I  
13 picked up. It was a learning file. It had roof  
14 diagrams, you know, how to get the isosceles  
15 triangle, an example, I think, of how to put  
16 together the order of a file, you know, all the  
17 components. So it was just generic learning  
18 materials like that.

19          Q.    But it was learning materials  
20 specifically generated and designed by State Farm  
21 for State Farm use?

22          A.    You -- I guess. You know, sometimes  
23 adjusters or the trainers will bring in stuff that  
24 they found that they think is neat. I recollect  
25 that I got them from a State Farm storm at some

1 point, and it's my belief they were State Farm  
2 documents.

3 Q. All right. Now, I mentioned the  
4 Xactimate program earlier. What is the Xactimate  
5 program?

6 A. It's the program they use to write the  
7 estimate -- estimates.

8 Q. Okay. And is the program, the Xactimate  
9 program that State Farm uses, is it custom  
10 tailored to State Farm?

11 A. Uh-huh.

12 Q. Yes?

13 A. Yes.

14 Q. So it's not an off-the-shelf program?

15 A. You can get it off the shelf, but they  
16 put in their own price list and things like that.  
17 That's my understanding. They know more about  
18 Xactimate than I do.

19 Q. Okay.

20 A. They just hand me the computer. It's on  
21 there, and I use it.

22 Q. Okay. But it's your understanding that  
23 that program has been customized specifically for  
24 State Farm?

25 A. That's my understanding, the price list.



1 MS. STANLEY:

2 Okay. All right. With the  
3 understanding that we would like to resume this  
4 deposition when we have the documents, that I am  
5 prepared to recess the doc -- the deposition until  
6 such time as we have the documents and resume it.

7 MR. HAWLEY:

8 Terrific. Thanks. I would like to get  
9 a citation of whatever you have for that case that  
10 you say --

11 MS. STANLEY:

12 Sure. I'll get that.

13 MR. HAWLEY:

14 -- relates to privilege, if not a copy.

15 MS. STANLEY:

16 I'll get that.

17 THE WITNESS:

18 Are we stopped or --

19 MS. STANLEY:

20 Off the record.

21 VIDEOGRAPHER:

22 We're off the record. It is  
23 approximately 3:30.

24

25

CERTIFICATE OF COURT REPORTER

1  
2 I, LORI R. MIGUES, Court Reporter and Notary  
3 Public, in and for the County of Harrison, State of  
4 Mississippi, hereby certify that the foregoing  
5 pages, and including this page, contain a true and  
6 correct transcript of the testimony of the witness,  
7 as taken by me at the time and place heretofore  
8 stated, and later reduced to typewritten form by  
9 computer-aided transcription under my supervision,  
10 to the best of my skill and ability.

11 I further certify that I placed the witness  
12 under oath to truthfully answer all questions in  
13 this matter under the authority vested in me by the  
14 State of Mississippi.

15 I further certify that I am not in the employ  
16 of, or related to, any counsel or party in this  
17 matter, and have no interest, monetary or  
18 otherwise, in the final outcome of the proceedings.

19 Witness my signature and seal, this the

20 30<sup>th</sup> day of January, 2007.

21  
22  
23 Lori R. Migues  
24 Lori R. Migues, CSR #1245  
25 My Commission Expires 3/07/09