

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION**

**E.A. RENFROE & COMPANY, )  
INC., )**

**Plaintiff, )**

**v. )**

**CORI RIGSBY MORAN and )  
KERRI RIGSBY, )**

**Defendants. )**

**CIVIL ACTION NO.:  
2:06-CV-06-WMA-1752-S  
Judge William M. Acker, Jr.**

**MOTION TO COMPEL TESTIMONY OF WITNESSES OVER RENFROE  
COUNSEL’S INSTRUCTION NOT TO ANSWER QUESTIONS BASED ON  
FORM AND RELEVANCE OBJECTIONS AND FOR SANCTIONS**

COME NOW Cori Rigsby and Kerri Rigsby (“Rigsbys”), by and through their undersigned counsel, and move the Court pursuant to Rule 30 of the Federal Rules of Civil Procedure to dismiss Renfroe’s breach of contract claim as a sanction for Renfroe’s counsel’s improper instructions to Don Goodin and Steve Cantrell not to answer deposition questions based on form or relevance objections, Alternatively, the Rigsbys move to compel Don Goodin and Steve Cantrell to give deposition testimony related to questions upon which Renfroe’s counsel instructed them not to answer based on form or relevance objections and to award to the Rigsbys the costs and fees related to said improper instructions. In support of this motion, the Rigsbys state as follows:

1. The dispute herein arose during the depositions of two witnesses, Don Goodin and Steve Cantrell. Counsel for the Rigsbys attempted to resolve the dispute with opposing counsel during these depositions short of filing this motion, but were unsuccessful. Renfroe's counsel maintains that it may instruct a witness not to answer based on a relevance or form objection and the Rigsbys' counsel disagrees.

2. On Wednesday, April 2, 2008, Michael R. Smith, counsel for the Rigsbys, deposed Steve Cantrell, who has worked for Renfroe in Mississippi on policyholder claims after Hurricane Katrina, supervised the Rigsbys at certain times, and wrote their final evaluations after State Farm ordered that they be suspended. On Thursday April 3, 2008, Mr. Smith deposed Don Goodin, the manager of all the adjusters for Renfroe.<sup>1</sup>

3. During each of these depositions, counsel for Renfroe objected to numerous questions on the basis of form and/or relevance and then took the extraordinary step of instructing these witnesses not to answer questions based only on said objections.

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<sup>1</sup> Under the Protective Order entered on January 25, 2008, in this case, these depositions are confidential for a period of thirty days after receipt of the deposition transcripts. During this time, either party may designate portions to remain confidential thereafter, subject to challenge by the opposing party as more specifically set for the in the Protective Order. Because this motion is being filed during the thirty day period after the depositions transcripts were received, the motion and deposition testimony attached as exhibits to this motion are being filed under seal as set forth in the Protective Order. The Rigsbys do not waive their right under the Protective Order to challenge the designation of any of the testimony cited herein as confidential after the 30-day period has expired.

4. Under Rule 26 of the Federal Rules of Civil Procedure, discovery is broad and may include inquiries into any areas that are reasonably calculated to lead to the discovery of admissible evidence. More pertinent here, it is inappropriate to instruct a witness to refrain from answering a question based on a relevance or form objection. See F.R.Civ.P. Rule 30; Gober v. City of Leesburg, 197 F.R.D. 519, 520 (M.D. Fla. 2000) (“it is improper to instruct a witness not to answer a question based on form and relevancy objections”); Quantachrome Corp. v. Micromeritics Instrument, Corp., 189 F.R.D. 697, 700 (S.D. Fla. 1999) (same).

5. In total, Renfroe’s counsel instructed Mr. Goodin and Mr. Cantrell not to answer approximately 30 questions based on form and/or relevance objections. (See Depo. of Mr. Goodin at 53:5-54:13; 55:20-57:12; 70:5-18; 181:5-184:3; 184:9-185:6; 223:18-224:7; 224:15-225:4; 233:6-234:2; 236:10-238:2, excerpts from which are attached hereto as Exhibit “A”) (See Depo. of Mr. Cantrell at 36:22-41:15; 218:19-224:18; 234:8-21; 310:10-311:7, excerpts from which are attached hereto as Exhibit “B”).

6. A review of the questions at issue reveals that many of these questions go to the heart of the allegations in this case. For example, Renfroe’s counsel instructed Mr. Goodin not to answer questions related to his understanding of Renfroe’s “Code of Conduct” and the confidentiality provisions contained in the employment agreements at issue in this case between the Rigsbys and Renfroe based on relevance and form objections. (See, e.g., Goodin Depo. at 51:13-57:12;

67:21-70:18). Both the Code of Conduct and the confidentiality provisions in these employment agreements are central to Renfroe's breach of contract in this matter in that the basis of this claim is that the Rigsbys breached these provisions.

7. Inquiring about matters related to allegations in this lawsuit is clearly relevant; thus, the only true basis for the instruction not to answer basic questions related to the lawsuit was to gain an unfair advantage in the litigation. Counsel for Renfroe made this improper objection in multiple areas of questioning in each deposition, frustrating the fair examination of each witness in critical areas. As a result of the improper conduct of Renfroe's counsel, Renfroe's counsel has now had time to caucus with these witnesses and prepare them to answer these difficult questions if the depositions are reconvened.

8. Under these circumstances, an award of fees and costs alone will not cure the prejudice to the Rigsbys caused by the improper conduct by Renfroe's counsel. Given that Renfroe's counsel improperly instructed Mr. Goodin not to answer questions related the Code of Conduct and the employment agreements at issue, the Rigsbys request that the Court dismiss the breach of contract claim asserted in this case by Renfroe. See F. R. Civ. P. Rules 30(d)(2) ("The Court may impose an appropriate sanction—including the reasonable expenses and attorney's fees incurred by any party—on a person who impedes delays or frustrates the fair examination of the deponent"). Further, the Court should award the fees and costs associated with preparing this Motion to Compel due to the improper instruction

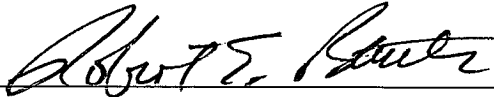
not to answer given by Renfroe's counsel. See F. R. Civ. P. Rules 30(d)(2) and 37(a)(5); Gober v. City of Leesburg, 197 F.R.D. 519, 521-22 (M.D. Fla. 2000) (awarding sanction against party which improperly instructed a witness not to answer a question based on relevancy objection"); Quantachrome Corp. v. Micromeritics Instrument, Corp., 189 F.R.D. 697, 700 (S.D. Fla. 1999) (awarding sanctions against party whose counsel improperly instructed witness not to answer questions).

9. Should the Court decide not to dismiss the breach of contract claim as a sanction, the Court should order Mr. Goodin and Mr. Cantrell to appear for depositions again to answer questions on the areas on which Renfroe's counsel instructed them not to answer during their initial depositions. In this event, in addition to the costs and fees related to the preparation of this Motion, the Rigsbys counsel will be forced to incur unnecessary fees and costs to take additional deposition testimony from these witnesses. Therefore, the Rigsbys request that the Court also award any related costs, including attorney's fees to do so. See F. R. Civ. P. Rules 30(d)(2) and 37(a)(5); Gober, 197 F.R.D. at 521-22 (M.D. Fla. 2000) Quantachrome Corp., 189 F.R.D. at 700 (S.D. Fla. 1999).

**WHEREFORE, PREMISES CONSIDERED**, the Rigsbys request that the Court dismiss Renfroe's breach of contract claim and award the Rigsbys the fees and costs associated with filing this Motion. Alternatively, the Rigsbys request that the Court compel Mr. Cantrell and Mr. Goodin to appear for deposition and

answer questions related to the areas at issue in this Motion as set forth above, to award the fees and costs related to the drafting of this Motion and of taking the additional testimony from these witnesses, and to grant any other relief which the Court deems appropriate.

Respectfully submitted,



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Robert E. Battle (ASB-7807-T67R)  
Harlan F. Winn, III (ASB-7322-N73H)  
*Attorneys for Defendants, Cori Rigsby and Kerri Rigsby*

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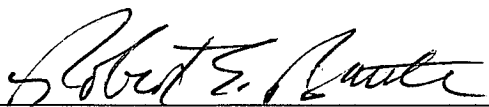
**CERTIFICATE OF SERVICE**

I hereby certify that the original of the foregoing document has been filed under seal with the Clerk of the Court and a copy of the foregoing has been served on the following counsel of record via email on this the 16th day of April, 2008:

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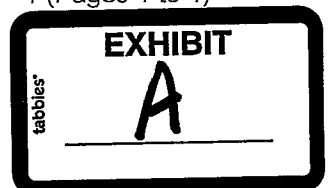
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\_\_\_\_\_  
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<p>1 IN THE UNITED STATES DISTRICT COURT</p> <p>2 FOR THE NORTHERN DISTRICT OF ALABAMA</p> <p>3 SOUTHERN DIVISION</p> <p>4</p> <p>5</p> <p>6</p> <p>7 CIVIL ACTION NO.: 2:06-cv-1752-WMA</p> <p>8</p> <p>9 E.A. RENFROE &amp; COMPANY, INC.,</p> <p>10 Plaintiff,</p> <p>11</p> <p>12 v.</p> <p>13</p> <p>14 CORI RIGSBY, et al.,</p> <p>15 Defendants.</p> <p>16</p> <p>17</p> <p>18 DEPOSITION TESTIMONY OF:</p> <p>19 DON GOODIN</p> <p>20 April 3, 2008</p> <p>21</p> <p>22</p> <p>23 Job #57980</p>	<p>1 Battle, Esq., the original transcript of</p> <p>2 the oral testimony taken the 3rd day of</p> <p>3 April, 2008.</p> <p>4 Please be advised that this is</p> <p>5 the same and not retained by the Court</p> <p>6 Reporter, nor filed with the Court.</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p>
Page 2	Page 4
<p>1 STIPULATIONS</p> <p>2 IT IS STIPULATED AND AGREED</p> <p>3 by and between the parties through their</p> <p>4 respective counsel that the deposition of</p> <p>5 DON GOODIN may be taken before Lane C.</p> <p>6 Butler, a Court Reporter and Notary</p> <p>7 Public for the State at Large, at the law</p> <p>8 offices of Sirote &amp; Permutt, 2311</p> <p>9 Highland Avenue South, Birmingham,</p> <p>10 Alabama, on the 3rd day of April, 2008,</p> <p>11 commencing at approximately 9:05 a.m.</p> <p>12 IT IS FURTHER STIPULATED</p> <p>13 AND AGREED that it shall not be necessary</p> <p>14 for any objections to be made by counsel</p> <p>15 to any questions except as to form or</p> <p>16 leading questions and that counsel for</p> <p>17 the parties may make objections and</p> <p>18 assign grounds at the time of trial or at</p> <p>19 the time said deposition is offered in</p> <p>20 evidence, or prior thereto.</p> <p>21 In accordance with the Federal</p> <p>22 Rules of Civil Procedure, I, Lane C.</p> <p>23 Butler, am hereby delivering to Robert E.</p>	<p>1 APPEARANCES</p> <p>2</p> <p>3 FOR THE PLAINTIFF:</p> <p>4</p> <p>5 Barbara Ellis Stanley, Esq.</p> <p>6 HELMS &amp; GREENE</p> <p>7 One City Centre, Suite 1290</p> <p>8 1021 Main Street</p> <p>9 Houston, Texas 77002</p> <p>10</p> <p>11 Victoria L. Helms, Esq.</p> <p>12 HELMS &amp; GREENE</p> <p>13 115 Perimeter Center Place, Suite 635</p> <p>14 Atlanta, Georgia 30346</p> <p>15</p> <p>16 FOR THE DEFENDANTS:</p> <p>17</p> <p>18 Robert E. Battle, Esq.</p> <p>19 BATTLE, FLEENOR, GREEN, WINN &amp; CLEMMER</p> <p>20 1150 Financial Center</p> <p>21 505 North 20th Street</p> <p>22 Birmingham, Alabama 35203</p> <p>23 Job #57980</p>

1 (Pages 1 to 4)





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1	Michael R. Smith, Esq.	1	29- Adjuster Evaluation, Cori 113
2	ZUCKERMAN SPAEDER	2	30- Adjuster Evaluation, Cori 114
3	1800 M Street, Northwest	3	31- Adjuster Evaluation, Cori 114
4	Washington, D.C. 20036	4	32- Adjuster Evaluation, Cori 114
5		5	33- Adjuster Evaluation, Cori 116
6		6	34- Adjuster Evaluation, Cori 117
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1	INDEX	1	I, Lane C. Butler, a Court
2		2	Reporter and Notary Public, State of
3	EXAMINATION BY: PAGE NO.	3	Alabama at Large, acting as Notary,
4	Mr. Smith 9	4	certify that on this date, pursuant to
5	Ms. Stanley 256	5	the Federal Rules of Civil Procedure and
6		6	the foregoing stipulation of counsel,
7	REEXAMINATION BY:	7	there came before me at the law offices
8	Mr. Smith 258	8	of Sirote & Permutt, 2311 Highland Avenue
9		9	South, Birmingham, Alabama, commencing at
10		10	approximately 9:05 a.m., on the 3rd day
11		11	of April, 2008, DON GOODIN, witness in
12	EXHIBITS	12	the above cause, for oral examination,
13		13	whereupon the following proceedings were
14	FOR THE DEFENDANTS:	14	had:
15	20- Organization Chart 21	15	THE VIDEOGRAPHER: Here begins
16	21- Code of Conduct 72	16	Videotape No. 1 in the deposition of Don
17	22- PowerPoint Presentation 86	17	Goodin in the matter of E.A. Renfroe &
18	23- PTS Job Listing, Kerri 98	18	Company, Incorporated, versus Cori Rigsby
19	24- PTS Job Listing, Cori 102	19	and Kerri Rigsby, Case No.
20	25- E-mails 103	20	206-CV-1752WMA. We're on the record at
21	26- E-mails 106	21	9:05 a.m. on Thursday, April 3rd, 2008.
22	27- Adjuster Evaluation, Cori 112	22	This deposition is taking place at Sirote
23	28- Adjuster Evaluation, Cori 113	23	& Permutt in Birmingham, Alabama. The

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<p>1 company to occur in Alabama?  2 MS. HELMS: Object to form.  3 A. I honestly don't know. It's  4 been since 2000. I just don't know.  5 Q. Are you aware of any adjusters  6 who have asked for changes to be made in  7 the employment agreement that they  8 signed?  9 MS. HELMS: Object to form.  10 Beyond personal knowledge. Calls for  11 speculation.  12 A. I don't know.  13 Q. You're -- you're not aware?  14 A. I'm not aware.  15 Q. Do you know who drafted the  16 employment agreement for the adjusters?  17 A. No.  18 Q. Let me have the exhibit back.  19 A. I'm sorry.  20 Q. Are you aware of your adjusters'  21 obligations under their employment  22 agreement?  23 A. I have --</p>	<p>1 A. About two weeks ago. I'm not  2 sure of the exact day.  3 Q. Did you go back and look at your  4 own employment agreement?  5 A. Did not.  6 Q. Do you have a copy of it?  7 A. Probably.  8 Q. Where?  9 A. That would be a good question.  10 I signed it. I don't know that I've seen  11 it in eight years, but I'm -- I probably  12 have it somewhere.  13 Q. Does Renfroe have a policy about  14 what an adjuster should do if he or she  15 believes that a crime or a fraud has been  16 committed with the -- in connection with  17 the adjustment of an insurance company  18 claim?  19 MS. HELMS: Object to form.  20 A. Yes.  21 Q. What is it?  22 A. I believe that's in our code of  23 conduct.</p>
Page 50	Page 52
<p>1 MS. HELMS: Object to form.  2 THE WITNESS: I'm sorry.  3 MS. HELMS: Go ahead.  4 A. I -- I -- in a big picture  5 approach, yes. I don't look at it and  6 read it and police it, but I'm aware of  7 it.  8 Q. How is it you're aware of it?  9 A. Well, I know they sign it, and I  10 have seen it. And they're obligated to  11 it.  12 Q. Do you recall the last time you  13 saw an adjuster's employment agreement  14 and actually read it?  15 A. I'm not sure I understand the  16 question.  17 Q. When is the last time you read  18 an employment agreement for a Renfroe  19 adjuster?  20 A. I don't recall when I've read  21 the entire thing, other than I've read it  22 in preparation for this.  23 Q. When was that?</p>	<p>1 Q. What is the policy?  2 A. The policy is if they see a  3 fraud or a number of things, they're to  4 report it to Gene Renfroe.  5 Q. Are they permitted to do  6 anything else other than to report it to  7 Gene Renfroe?  8 MS. HELMS: Object to form.  9 A. I believe their obligation is to  10 report it to Gene Renfroe. Gene or Jana  11 Renfroe, I believe.  12 Q. I'm asking you in connection  13 with your understanding of Renfroe's  14 policy, does the policy permit them to do  15 anything else with the information other  16 than to report it to Gene Renfroe?  17 MS. HELMS: Object to form.  18 A. I believe their duties is, if  19 they see something unethical or illegal,  20 they are to report that -- or fraud  21 committed, to report it to Gene Renfroe.  22 Q. Is it a violation of that policy  23 if they first report it to the</p>

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1 policyholder?  
 2 MS. HELMS: Object to form.  
 3 A. If they -- I believe their first  
 4 duty is to report it to Gene Renfroe.  
 5 Q. Is it a violation of that duty  
 6 if they report it first to a  
 7 policyholder?  
 8 MS. HELMS: Object to form.  
 9 Don't answer that question.  
 10 MR. SMITH: You're instructing  
 11 him not to answer that question?  
 12 MS. HELMS: I am. It's beyond  
 13 the scope and limits of permissible  
 14 discovery in this case.  
 15 MR. SMITH: It's inappropriate  
 16 to instruct a witness not to answer on  
 17 grounds of relevance.  
 18 MS. HELMS: It's inappropriate  
 19 to seek discovery that's not relevant to  
 20 the claims and defenses.  
 21 MR. SMITH: Ms. Helms, a  
 22 question about a policy about reporting  
 23 wrongdoing just has to be relevant to

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1 this case.  
 2 MS. HELMS: There-- there's no  
 3 need for us to argue about it.  
 4 MR. SMITH: Well, I don't want  
 5 to argue. I just -- I'm trying to  
 6 imagine bothering a federal judge with  
 7 whether in this case particularly a  
 8 witness cannot be -- can be instructed  
 9 not to say what the corporate policy is  
 10 about reporting wrongdoing. You want to  
 11 stand on that position?  
 12 MS. HELMS: I do.  
 13 MR. SMITH: Okay.  
 14 Q. (By Mr. Smith) Let me go back to  
 15 where you were and then do some more of  
 16 this, and I think we'll get some more  
 17 objections.  
 18 The affirmative way to say it is  
 19 that the employee, if he believes he is  
 20 aware of a crime or a fraud, should go to  
 21 Gene Renfroe with that information. That  
 22 is the company policy; is that correct?  
 23 MS. HELMS: Object to form.

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1 A. Yes.  
 2 Q. Is it a violation of that policy  
 3 to go first to law enforcement  
 4 authorities with the information?  
 5 MS. HELMS: Object to form.  
 6 A. I -- I believe -- and again, I  
 7 don't read the documents, I don't study  
 8 them, but my knowledge of it is, if they  
 9 see something unethical or illegal, they  
 10 should take it to Gene first.  
 11 Q. Okay. No matter what it is -- I  
 12 understand the point -- they should take  
 13 it to Gene first. What I'm asking you is  
 14 your -- let me back up. Your -- you are  
 15 the manager in Birmingham in the  
 16 corporate offices who is -- who -- who  
 17 has the first -- who manages all the  
 18 adjusters in the field; correct?  
 19 A. That's correct.  
 20 Q. In connection with the policy  
 21 you described, which is that an adjuster  
 22 should go to Gene Renfroe if he believes  
 23 there's been a crime or a fraud on a

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1 policyholder, my question is whether it  
 2 is a violation of Renfroe's policy if the  
 3 adjuster first goes to a law enforcement  
 4 official.  
 5 MS. HELMS: Don't answer that  
 6 question.  
 7 Q. Will you answer it?  
 8 A. I've been instructed not to.  
 9 Q. I understand, but I have to ask  
 10 you the question.  
 11 Sounds like you offended some  
 12 baby. Crying out in the hall.  
 13 A. Possible.  
 14 Q. Is it a violation of that policy  
 15 for an adjuster to file a lawsuit against  
 16 the insurance company on behalf of the  
 17 federal government for fraud on the  
 18 federal government before he goes to  
 19 Renfroe?  
 20 MS. HELMS: Don't answer that  
 21 question.  
 22 A. I've been advised not to answer  
 23 the question.

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1 Q. I understand.  
 2 MR. SMITH: You ought to be  
 3 aware that you've answered some of these  
 4 questions in written discovery.  
 5 Q. Is it a violation of that policy  
 6 for the adjuster to seek the advice of a  
 7 lawyer about what to do about the problem  
 8 before taking it to Gene Renfroe?  
 9 MS. HELMS: Don't answer that  
 10 question.  
 11 Q. Will you answer it?  
 12 A. No.  
 13 Q. Is -- are you aware of anything  
 14 that an adjuster can do before going to  
 15 Renfroe with the information about the  
 16 suspected crime or fraud?  
 17 MS. HELMS: Object to form. You  
 18 can answer if you can.  
 19 A. My belief is that if they see  
 20 something illegal or a fraud, they would  
 21 go to Gene first. That's their  
 22 obligation.  
 23 Q. Are you aware of anything else

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1 that Renfroe policy permits them to do  
 2 before that?  
 3 MS. HELMS: Object to form.  
 4 Answer if you can.  
 5 A. I'm not sure I understand the  
 6 question. They do a lot of things that  
 7 are in their line of duty.  
 8 Q. No. I'm asking --  
 9 A. So I'm not sure I understand.  
 10 Q. If an adjuster suspected crime  
 11 or fraud on a Renfroe client's  
 12 policyholder, that would be a pretty  
 13 serious matter, wouldn't it?  
 14 A. That's correct.  
 15 Q. And if they suspected the crime  
 16 or fraud occurred with respect to a lot  
 17 of policyholders, that would be a very  
 18 serious matter; correct?  
 19 A. Correct.  
 20 Q. And it would be Renfroe policy  
 21 that they should take action; correct?  
 22 MS. HELMS: Object to form.  
 23 A. It's Renfroe policy they bring

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1 bring it forward to Gene.  
 2 Q. No, I understand that. I don't  
 3 -- I don't mean to say what the action  
 4 is.  
 5 A. They should take an action.  
 6 Q. It is Renfroe policy that they  
 7 should not keep it to themselves.  
 8 A. That's correct.  
 9 Q. And they should do something.  
 10 MS. HELMS: Object to form.  
 11 Q. As a Renfroe -- as a Ren --  
 12 correct?  
 13 A. Yes.  
 14 Q. And that something, you're  
 15 telling me, I'm not going -- is to go to  
 16 Gene Renfroe?  
 17 A. That's correct.  
 18 Q. Is there any other action that  
 19 Renfroe policy permits them to take other  
 20 than to go to Gene Renfroe?  
 21 MS. HELMS: Object to form.  
 22 Answer if you can.  
 23 A. I -- I believe that's their

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1 obligation, to take it to Gene or Jana.  
 2 Q. Is it a violation of -- is there  
 3 anything else consistent with that  
 4 obligation that they can do before going  
 5 to Gene or Jana Renfroe?  
 6 MS. HELMS: Object to form.  
 7 Answer if you can.  
 8 A. I don't know -- nothing comes to  
 9 mind that they should do before notifying  
 10 Gene.  
 11 MR. SMITH: I -- I thought we  
 12 have a continuing objection so that there  
 13 aren't these interruptions and sort of  
 14 suggestions to the witness to be careful.  
 15 These are the things that are within our  
 16 stipulation, aren't they.  
 17 MS. HELMS: I'm not following.  
 18 MR. SMITH: You said "Objection  
 19 to form," and isn't that within our  
 20 stipulation that you're objecting to the  
 21 form of every question?  
 22 MS. HELMS: Well, no. I thought  
 23 -- perhaps I wasn't clear.

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<p>1 process, and the adjuster questioned 2 whether or not it was -- was a correct 3 procedure. 4 Q. Tell me what you mean. I don't 5 follow. 6 A. And I don't remember the exact 7 details, but we had an adjuster come 8 forward and said, I -- I really don't 9 think this is the right way to handle 10 this claim. And so we discussed it with 11 State Farm because we were concerned 12 about whether or not it was the correct 13 manner to handle it. 14 Q. Because -- you're saying the 15 adjuster was concerned that this method 16 of investigating the mold damage would 17 not pay policyholder what they were 18 entitled to? 19 A. No. It was not about payment. 20 It was about procedures and the way of 21 doing it. 22 Q. Okay. 23 A. It had nothing to do with</p>	<p>1 Q. Who investigated it? 2 A. The police department. 3 Q. And who found it to be a false 4 allegation? 5 A. The police department. 6 Q. So Renfro assigned him to State 7 Farm work thereafter? 8 A. That's correct. 9 Q. Okay. And what about Calvin 10 Carter? Was there an issue with him at 11 one time? 12 A. Not that I'm aware of. 13 Q. Do you recall when he wanted to 14 sue State Farm? 15 MS. HELMS: Object to form. 16 A. No, I'm not aware of it. 17 Q. You don't recall the company 18 asking him not to sue State Farm? 19 MS. HELMS: Object to form. 20 A. I'm not aware of it. 21 Q. Have you ever heard or read that 22 a Renfro employee, particularly the 23 adjusters, have an undivided duty of</p>
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<p>1 payment. 2 Q. Do you remember an issue with 3 Rich Jeltema, I think the name is? 4 A. Yes. 5 Q. Was he a State Farm adjuster? 6 A. He's a Renfro adjuster. 7 Q. I'm sorry. 8 A. He's a Renfro adjuster. 9 Q. I can't tell you how many times 10 I do that. Is he a Renfro adjuster? 11 A. He is. 12 Q. Was there a time when State Farm 13 fired him? 14 MS. HELMS: Object to form. 15 A. I -- I disagree with the term 16 "fired." 17 Q. Well, tell me what happened. 18 A. I got a call from a State Farm 19 team manager advising that an insured had 20 made an allegation that Richard had 21 stolen some money. And it was 22 investigated and found to be false 23 accusation.</p>	<p>1 loyalty to Renfro, the client insurance 2 company -- for example, State Farm -- and 3 the policyholders? 4 MS. HELMS: Object to form. 5 A. I'm -- yes. 6 Q. Tell me what that means. 7 A. I believe that -- that it -- 8 the -- would you repeat it, the whole 9 sentence? 10 Q. The undiv- -- the undivided duty 11 of loyalty to Renfro, State Farm, and 12 the policyholder. What does that mean? 13 A. It means that our adjusters have 14 a loyalty to protect the interests of 15 those three entities, protect the 16 confidentiality of those three equally. 17 Q. As someone who's done adjustment 18 for a long time and manages all these 19 adjusters, can you imagine that those 20 duties are not always consistent? 21 MS. HELMS: Object to form. 22 A. I'm not sure I understand 23 "consistent."</p>



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1 Q. Can you imagine that the duty to  
2 a share -- to a policyholder is intention  
3 with the duty to the insurance company  
4 like State Farm?  
5 MS. HELMS: Object to form.  
6 A. I -- I -- I believe the  
7 adjusters feel the duty to both. They  
8 have a contract between the client and --  
9 and the insured, and I feel they have a  
10 -- they feel they have a duty to both,  
11 and they are employed by us. So it's --  
12 it's -- it's duties to all three.  
13 Q. I understand that. Are they  
14 always consistent?  
15 MS. HELMS: Object to form.  
16 A. I have no way of knowing that in  
17 the field level.  
18 Q. This undivided duty of loyalty,  
19 is it consistent with it for an adjuster  
20 to tell a policyholder if he's been  
21 cheated?  
22 MS. HELMS: Object to form.  
23 A. I -- I -- I believe if -- if an

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1 -- if an adjuster believes that a  
2 policyholder has been cheated, his duty  
3 is to come to Gene Renfroe and tell him  
4 and to take it from there.  
5 Q. Would it violate the undi- --  
6 undivided duty of loyalty to tell the  
7 policyholder first?  
8 MS. HELMS: Object to form.  
9 Don't answer that question.  
10 Q. Would it violate the undivided  
11 duty of loyalty to tell State Farm first?  
12 MS. HELMS: Don't answer that  
13 question.  
14 Q. Would it violate the undivided  
15 duty of loyalty to tell Gene Renfroe  
16 first?  
17 MS. HELMS: Don't answer that  
18 question.  
19 Q. Who -- I -- I -- given that you  
20 have said there's a Renfroe policy that  
21 there's an undivided duty of loyalty as  
22 among the three that we've mentioned,  
23 what does that undivided duty of loyalty

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1 require the adjuster to do first?  
2 MS. HELMS: Object to form.  
3 A. To notify Gene Renfroe.  
4 Q. Other than -- well, can you tell  
5 me what documents you're aware of that  
6 tell an employee that the duty is first  
7 to notify Gene Renfroe?  
8 MS. HELMS: Object to form.  
9 A. I believe it's in our code of  
10 conduct.  
11 MR. SMITH: I did this yesterday  
12 with all of them.  
13 MS. HELMS: Lane, is this 21?  
14 THE COURT REPORTER: It is.  
15 MR. SMITH: I want to make sure  
16 I've given everyone the same document.  
17 Does it have that date stamp up at the  
18 top that says October 6, '04.  
19 MS. HELMS: Mine does.  
20 THE WITNESS: Mine does.  
21 MS. HELMS: It says Renfroe  
22 number 0062 through 0065.  
23 MR. SMITH: Yes.

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1 MS. HELMS: Is that what yours  
2 says?  
3 THE WITNESS: That's what I  
4 have.  
5 Q. (By Mr. Smith) Would you take a  
6 look at that exhibit which is No. --  
7 THE COURT REPORTER: -- 21.  
8 Q. -- 21 and tell me the part of it  
9 you were referring to.  
10 (Defendant's Exhibit 21 was marked for  
11 identification.)  
12 (Witness reviews document.)  
13 A. I'm referring to 6, first page,  
14 third paragraph.  
15 Q. Okay. What part?  
16 A. Where it addresses if you have  
17 questions about a particular situation  
18 and believe others are not adhering to  
19 the code of the law or policies, contact  
20 Gene or Jana Renfroe.  
21 Q. And that means what, in your  
22 view?  
23 MS. HELMS: Object to form.

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1 A. Correct.  
 2 Q. Was it one or two?  
 3 A. I -- the only -- I believe there  
 4 was only one.  
 5 Q. And that was the one that you  
 6 listened on the speakerphone with  
 7 Mr. Renfroe?  
 8 A. Correct. And -- and -- that's  
 9 -- that is correct.  
 10 Q. Was that before or after this?  
 11 A. I -- I really don't -- I really  
 12 don't know when we talked to him. It was  
 13 a few days after. But was it before or  
 14 after the 26th? I'm just not sure.  
 15 Q. It -- it says --  
 16 A. I -- I -- sorry.  
 17 Q. No. Go ahead.  
 18 A. I -- I -- I just don't remember.  
 19 I'm trying to remember, but I just don't  
 20 remember.  
 21 Q. Did Mr. Ceclre ever tell you or  
 22 anybody you know of the little he knew  
 23 about this?

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1 A. He did not tell me.  
 2 Q. Why did you forward the e-mail  
 3 at the bottom of the string on 13 to  
 4 Mr. Ceclre?  
 5 A. Each has a different reason.  
 6 Steve Cantrell was the coordinator of our  
 7 project. Gene and Jana Renfroe, it's  
 8 common to com -- com -- to cc them on  
 9 anything. Amber Watson was personnel  
 10 supervisor. Dave Randel was the section  
 11 manager down there. And Eric Talyor is  
 12 director of finance, and any time  
 13 somebody ends a project, I would  
 14 typically carbon him so he's aware of it.  
 15 So each one had a different reason.  
 16 Q. Do -- do you typically notify  
 17 Mr. Ceclre when an employee leaves a  
 18 catastrophe site?  
 19 A. No. But again, this was a very  
 20 unusual circumstance.  
 21 Q. Let's look at Exhibit 14. What  
 22 is that?  
 23 A. That's an e-mail from me to

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1 Steve Cantrell telling him I need  
 2 evaluations on these adjusters.  
 3 Q. Do you recall if you spoke with  
 4 him before you sent the e-mail about  
 5 doing the evaluations?  
 6 A. I -- I -- I have no recall of  
 7 speaking to him. But it's not unusual  
 8 for me to call managers and tell them I  
 9 need evaluations. We had instituted the  
 10 Renfroe evaluation process, and our  
 11 managers were not particularly good about  
 12 sending evaluations. So this is -- the  
 13 subject is Cori and Kerri; it could have  
 14 been any number of other adjusters. I --  
 15 I had a hard time getting evaluations.  
 16 They didn't want to take the time. So  
 17 for me to tell a manager to send an  
 18 evaluation was not unusual at all.  
 19 Q. Do you remember before or after  
 20 you sent the e-mail discussing with  
 21 Mr. Cantrell the Rigsby evaluations?  
 22 MS. HELMS: Object to form.  
 23 A. I -- I'm sorry. Could you

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1 repeat that?  
 2 Q. Either before or after you sent  
 3 this e-mail that is Exhibit 14, do you  
 4 recall talking with Mr. Cantrell about  
 5 the evaluations?  
 6 MS. HELMS: Object to form.  
 7 A. I -- I be- -- I believe Steve  
 8 called me before he sent the evaluation  
 9 and told me it was coming and it wasn't  
 10 going to be pretty. I believe that was  
 11 the extent of the conversation. I -- I  
 12 -- where it fits in, it would -- I  
 13 believe it would fit after this, if that  
 14 was your question.  
 15 Q. Is that the only conversation?  
 16 A. That's the only one I recall,  
 17 yes.  
 18 Q. What else did you or he say in  
 19 that phone call that you just described?  
 20 MS. HELMS: Object to form.  
 21 A. I don't recall anything else  
 22 other than he was giving me a heads-up  
 23 that he's sending the evaluations that I

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1 asked him to send.  
 2 Q. And that it won't be pretty?  
 3 A. Something to the effect of it  
 4 won't be pretty. And I don't remember  
 5 his exact words, but he was giving me a  
 6 heads-up that he was writing an eval and  
 7 it -- and it won't be pretty.  
 8 Q. What did you say when he told  
 9 you that?  
 10 A. I don't recall, but I would  
 11 probably say something to the effect,  
 12 "Send it."  
 13 Q. Did you then get the  
 14 evaluations?  
 15 A. I assume.  
 16 Q. You don't recall?  
 17 A. I mean, I -- I don't -- these  
 18 are just not substantive conversations,  
 19 because I have them with managers all the  
 20 time. I haven't gotten an evaluation,  
 21 they've checked out, send me an  
 22 evaluation, I need an evaluation. They  
 23 say, yes, I'll get the evaluation. So

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1 it's -- I -- I don't remember any  
 2 significance of this one over any other  
 3 one.  
 4 Q. "This one" what?  
 5 A. This evaluation. This request  
 6 for an evaluation.  
 7 Q. Yeah. I'm asking you if you  
 8 remember getting the evaluation for Cori  
 9 and Kerri.  
 10 A. Oh, I'm sorry. Yes, I do.  
 11 Q. You do remember getting them?  
 12 A. I do remember getting them.  
 13 Q. Did you read them?  
 14 A. Absolutely.  
 15 Q. What did you do after you read  
 16 them?  
 17 A. I don't recall doing anything  
 18 with them. I sent them to the file  
 19 folder that they reside in. I -- when I  
 20 get a bad evaluation on any adjuster, I  
 21 read them, I usually call the manager,  
 22 discuss why he said what he said. I  
 23 don't want personality evaluations. By

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1 that I mean I don't want subjective  
 2 evaluations; I want objective  
 3 evaluations.  
 4 In this instance, Steve sent  
 5 one, it was subjective, I couldn't talk  
 6 to Kerri and Cori, so there wasn't any  
 7 reason hearing Steve's side of it. I  
 8 heard it. Had Cori and Kerri been  
 9 available, I would have called them and  
 10 we would have talked about it. Kerri was  
 11 -- she had a rebuttal, and I would like  
 12 to talk to her about that, but I didn't  
 13 get that opportunity. So there was no  
 14 recourse for me to do anything other than  
 15 file it.  
 16 MS. HELMS: I -- I need to  
 17 interpose an objection to that question.  
 18 I didn't -- didn't get a chance.  
 19 THE WITNESS: Sorry.  
 20 MS. HELMS: I was too slow.  
 21 Object to form.  
 22 Q. (By Mr. Smith) I'm just curious.  
 23 Was the question, "What did you do?"

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1 What was my question? Do you remember?  
 2 MS. HELMS: No.  
 3 MR. SMITH: Okay.  
 4 MS. HELMS: I did before I heard  
 5 the answer. I just didn't get it in.  
 6 MR. SMITH: You just know you  
 7 want to object.  
 8 MS. HELMS: That's right.  
 9 Q. (By Mr. Smith) You -- you said  
 10 it was a subjec- -- the evaluations were  
 11 subjective?  
 12 A. Uh-huh.  
 13 Q. What -- what do you mean?  
 14 A. Well, his -- his -- I look at  
 15 them as subjective and objective. If I  
 16 -- if someone sent me an evaluation in,  
 17 said this one did very well and they  
 18 looked at a hundred claims and they  
 19 closed a hundred claims, that's something  
 20 that I can measure. I can't measure a  
 21 long list of things that -- that I  
 22 consider to be personality conflicts and  
 23 what his opinion is. Opinions --



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<p>1 everyone has an opinion. I want                  2 objective reasons for an evaluation. And                  3 that's what I mean by subjective and                  4 objective.                  5 Q. Let me ask you this. After the                  6 evaluations you had seen over the years                  7 for the Rigsbys, when you got this one,                  8 even though -- especially because it was                  9 subjective, why didn't you talk to                  10 Cantrell about why in the world he felt                  11 that way?                  12 MS. HELMS: Don't answer that.                  13 A. I can't answer that.                  14 Q. Was there any reason that you                  15 did not call Cantrell to ask him about                  16 his subjective evaluation?                  17 MS. HELMS: Don't answer that.                  18 MR. SMITH: What's -- what's the                  19 defect?                  20 MS. HELMS: It's not relevant to                  21 the claims or defenses in this action.                  22 MR. SMITH: All right. Well,                  23 let me just say, don't take that as</p>	<p>1 that that is not the only basis for                  2 objection. As we went through in -- in                  3 some detail this morning, we reserve all                  4 the other objections as well.                  5 MR. SMITH: Sure.                  6 Q. (By Mr. Smith) Where were we?                  7 A. I can't answer.                  8 Q. Give me just a second. Well,                  9 let me ask it a little differently. Did                  10 you have a reason for not speaking with                  11 Mr. Cantrell about his subjective                  12 evaluation?                  13 MS. HELMS: Don't answer that.                  14 A. I can't answer that.                  15 Q. Did you ever communicate in some                  16 way to Mr. Cantrell that you were                  17 concerned about the way he had done the                  18 evaluation?                  19 MS. HELMS: Don't answer that.                  20 A. I've been advised not to answer                  21 that.                  22 Q. Is it correct that you asked                  23 Mr. Cantrell for a negative evaluation,</p>
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<p>1 agreement. It means I'm not arguing                  2 about the point. I think it's pretty                  3 clear that asserting objections on                  4 relevance grounds and instructing                  5 witnesses not to answer is beyond the                  6 pale. Not the objection, but the                  7 instruction.                  8 MS. HELMS: Would you -- I -- I                  9 have an open mind. Would you like to                  10 tell me why you believe this is relevant                  11 to the claims or defenses?                  12 MR. SMITH: I don't want to have                  13 a debate on the record, but I want there                  14 to be fair notice that I think it's                  15 inappropriate under the Rules to instruct                  16 a witness not to answer on the grounds of                  17 relevance, isolating questions in a                  18 deposition that have no other basis for                  19 the objection. I'm not trying to                  20 persuade you. I just want you to know                  21 that that's going to be our position.                  22 MS. HELMS: I understand. And                  23 just so that -- I want to be very clear</p>	<p>1 whether it was accurate or not, to paper                  2 the file?                  3 MS. HELMS: Don't answer that.                  4 Q. At the time this evaluation was                  5 received by you, did you know that State                  6 Farm had suspended the Rigsbys?                  7 MS. HELMS: Object to form.                  8 A. Yes.                  9 Q. Did you want an evaluation that                  10 was negative in order to be consistent                  11 with the suspension?                  12 MS. HELMS: Don't answer that.                  13 A. I can't answer that.                  14 Q. Did Mr. Cantrell tell you that                  15 he was going to do a negative evaluation                  16 on the Rigsbys in order to support the                  17 suspension?                  18 MS. HELMS: Don't answer that.                  19 Q. You won't answer these                  20 questions?                  21 A. That's correct.                  22 Q. I apologize if I asked this                  23 question already, but did you critique</p>

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1 this evaluation when you received it?  
 2 MS. HELMS: Don't answer.  
 3 Q. After you received the  
 4 evaluations, did you discuss it in any  
 5 way with Mr. Cantrell?  
 6 MS. HELMS: Don't answer.  
 7 Q. At this time that we're  
 8 discussing, which is, what, end of June  
 9 '06, or thereafter, or at any time, did  
 10 State Farm ever notify Renfroe in  
 11 writing, as far as you know, that a  
 12 Renfroe employee had mishandled State  
 13 Farm confidential documents?  
 14 MS. HELMS: Object to form.  
 15 A. Repeat the question, please.  
 16 I'm sorry.  
 17 Q. Did -- did State Farm ever send  
 18 Renfroe, as far as you know, a written  
 19 notice that the Rigsbys had misused  
 20 confidential documents?  
 21 A. No.  
 22 Q. When did you hear about the  
 23 20/20 program?

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1 A. I heard about it on Tuesday  
 2 night before it happened. Paul Moran  
 3 called me and told me it was going to be  
 4 on, and that was the first I'd heard  
 5 about it.  
 6 Q. What did he tell you?  
 7 A. The substance of the  
 8 conversation was along the lines that he  
 9 was concerned that because his name was  
 10 Moran, that he would be somehow in  
 11 jeopardy of work simply because his name  
 12 was Moran. And he wanted to assure me  
 13 that just because his name was Moran, the  
 14 actions of Kerri and Cori should not  
 15 affect him. And he said that it will all  
 16 come out on Friday night on the 20/20  
 17 show. And that was the extent of the  
 18 conversation.  
 19 Q. This was on a Tuesday the  
 20 conversation?  
 21 A. It was a Tuesday night.  
 22 Q. Where were you?  
 23 A. In my garage.

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1 Q. He called you at home?  
 2 A. He did.  
 3 Q. What did you do after you spoke  
 4 with him?  
 5 A. I called Gene Renfroe.  
 6 Q. And what was the conversation?  
 7 A. I just related that conversation  
 8 to Gene.  
 9 Q. In the period in between that  
 10 Tuesday night and the airing of the show  
 11 on Friday, what happened at the office  
 12 with regard to this issue?  
 13 MS. HELMS: Object to form.  
 14 A. Nothing other than -- nothing.  
 15 Nothing out of the ordinary. It was  
 16 standard operating procedures. We had a  
 17 lot of -- a lot of things going on, a lot  
 18 of claims, a lot of adjusters out there,  
 19 so it didn't affect your business. I  
 20 can't say it affected much of anything  
 21 other than all of a sudden we knew that  
 22 we were going to have answers and -- and  
 23 that was.

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1 Q. Well, what did Paul tell you was  
 2 going to be on the 20/20 show?  
 3 A. Pardon me?  
 4 Q. Did Paul tell you anything about  
 5 what was going to be?  
 6 A. Absolutely none. His -- his  
 7 comment was, "You will all know about it  
 8 when it's on TV on Friday night." And  
 9 that's all he said.  
 10 Q. Did you communicate that  
 11 information to State Farm?  
 12 A. No, I did not.  
 13 Q. Did anyone at Renfroe?  
 14 MS. HELMS: Object to form.  
 15 A. I don't know. I didn't.  
 16 Q. Is it correct that there were no  
 17 discussions at Renfroe that you know of  
 18 between Tuesday and Friday about the  
 19 20/20 show?  
 20 MS. HELMS: Object to form.  
 21 A. No, I -- I disagree with that.  
 22 There was discussions about it.  
 23 Q. Describe them to me, please.

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1 not. I just -- I highlighted the  
2 discussion points.  
3 Q. Did you have any handwritten  
4 points to help you do the typewritten  
5 notes?  
6 A. No.  
7 Q. Did you make handwritten notes  
8 after the call to collect your thoughts  
9 and then do the typewritten notes?  
10 A. No.  
11 Q. Did you record any of the calls?  
12 A. No.  
13 Q. Do you know of any telephone  
14 calls involving Kerri and Cori that were  
15 recorded?  
16 A. No.  
17 MS. HELMS: Object to form.  
18 THE WITNESS: I'm sorry.  
19 A. No.  
20 Q. Have you heard of any  
21 surveillance that was done of Kerri and  
22 Cori?  
23 MS. HELMS: Object to form.

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1 A. No.  
2 Q. During the break, you read over  
3 Exhibit 40?  
4 A. I did.  
5 Q. Is there any of it that is not  
6 accurate?  
7 A. I believe it is accurate. I  
8 typed these at the end of my  
9 conversations, and I believe it is  
10 accurate.  
11 Q. On the second page of the  
12 document, in the third paragraph, there's  
13 a discussion of Paul Moran.  
14 A. Uh-huh.  
15 Q. Indicating that he had given  
16 notice that he would leave the project in  
17 two to three weeks and was told to go  
18 ahead and check out this Friday, not two  
19 to three weeks later. Why was that?  
20 MS. HELMS: Object to form.  
21 A. He had given his notice to  
22 leave, and Paul -- John Deganhart had  
23 made a decision to let him just go ahead

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1 and check out and leave. Paul thought  
2 that was -- because of Kerri and Cori,  
3 John Dar- -- Deganhart said it was  
4 strictly a business decision on their  
5 part to let him go ahead. He wanted to  
6 leave; they just expedited the leaving,  
7 according to John.  
8 Q. What was the business decision?  
9 A. He didn't share that with me.  
10 MS. HELMS: Object to form.  
11 THE WITNESS: I'm sorry.  
12 A. He didn't share that with me.  
13 Q. Did you think that was a fair  
14 decision?  
15 MS. HELMS: Object to form. You  
16 don't need to answer that. That's --  
17 that's -- there's no way that's relevant.  
18 Q. Did you do anything to try to  
19 change the decision?  
20 MS. HELMS: You don't need to  
21 answer that.  
22 Q. Are you going to answer it?  
23 A. Not on the advice of my counsel.

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1 MR. SMITH: I just want to make  
2 it clear. When you say "you don't need  
3 to answer," you're instructing him not to  
4 answer.  
5 MS. HELMS: I am.  
6 MR. SMITH: Correct?  
7 MS. HELMS: I am.  
8 Q. (By Mr. Smith) Did you  
9 understand then or at any time later that  
10 State Farm was asking Paul to leave early  
11 because they were mad that information  
12 had been provided to law enforcement?  
13 MS. HELMS: Object to form.  
14 A. No.  
15 Q. Why were they asking him to  
16 leave early, if it was not for that?  
17 A. I don't know.  
18 MS. HELMS: Object to form. You  
19 don't need to --  
20 THE WITNESS: I'm sorry.  
21 MS. HELMS: And you don't need  
22 to -- don't answer.  
23 Q. I just want to be clear. You

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<p>1 told me it was not because they were mad.  2 Can you tell me what you knew the reason  3 to be, the other side of that coin?  4 MS. HELMS: Don't answer.  5 Q. Was it in the call on June 21  6 that you learned that the Rigsbys were  7 represented by counsel?  8 MS. HELMS: Object to form.  9 A. John Deganhart told me. I -- I  10 believe Cori had told me the night before  11 -- I'd have to look -- I believe Cori  12 told me she was represented by counsel.  13 Q. Did you ever receive an  14 instruction from anyone that if they were  15 represented by counsel, you should not  16 speak with them?  17 MS. HELMS: Excuse me. Object  18 to form. And to the extent you're being  19 asked to disclose a communication with a  20 lawyer, I'm instructing you not to  21 answer.  22 Q. Were you ever told not to speak  23 to them?</p>	<p>1 20th?  2 MS. HELMS: Object to form.  3 A. I don't know.  4 Q. I'm sorry?  5 A. I don't know.  6 Q. Let me ask you to look at  7 Exhibit 36. You have it?  8 A. I do.  9 Q. Do you see the e-mail address  10 toward the lower bottom left?  11 A. Yes.  12 Q. Do you also have a State Farm  13 e-mail address?  14 A. I do.  15 Q. And that would be something or  16 other at statefarm.com?  17 A. That's correct.  18 MS. HELMS: Object to form.  19 Excuse me, I didn't get it in there quick  20 enough.  21 THE WITNESS: I'm sorry.  22 Q. (By Mr. Smith) What would your  23 e-mail address at State Farm be?</p>
Page 226	Page 228
<p>1 A. Was I -- repeat the question,  2 please.  3 Q. Were you ever told not to speak  4 with Kerri and Cori?  5 A. No, I don't believe I was ever  6 told not to speak with Kerri and Cori.  7 Q. Excuse me. I haven't seen it  8 before, and I just can't find something I  9 thought I read during the break.  10 Did one of the Rigsbys tell you  11 in one of these conversations that Dave  12 Randel had told them not to tell Renfroe  13 what had happened?  14 MS. HELMS: Object to form.  15 A. I -- I don't believe so.  16 Q. Do you know if anyone else at  17 Renfroe has made notes of conversations  18 with Cori and Kerri?  19 MS. HELMS: Object to form.  20 A. I have no knowledge.  21 Q. Do you know if anyone else at  22 Renfroe has maintained a file, a -- a new  23 file on Cori and Kerri created after June</p>	<p>1 A. Don.goodin.h7ku@statefarm.com.  2 Q. When did you get that address?  3 A. When they started using Outlook  4 for their e-mail. I'm not sure exactly  5 when that was. Probably --  6 Q. Some years ago?  7 A. Oh, yeah. A number of years  8 ago.  9 Q. Does everyone in the Renfroe  10 Birmingham office have a State Farm  11 e-mail address?  12 MS. HELMS: Object to form.  13 A. No. The -- the only people that  14 have a State Farm e-mail address is  15 someone that has worked with State Farm.  16 The four digit ID identifies you as your  17 State Farm ID, so only someone that had  18 worked for State Farm would have it.  19 Q. So is it correct that  20 Mrs. Renfroe does not have one?  21 MS. HELMS: Object to form.  22 A. I don't think she does.  23 Q. Well, why do you still have a</p>



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1 about Exhibit 39?  
 2 A. That's correct.  
 3 Q. Everything about 38 is equally  
 4 true about 39?  
 5 A. It is.  
 6 Q. Have you ever heard that Paul  
 7 Moran reported to Renfroe in Birmingham a  
 8 concern about multiple engineering  
 9 reports at -- on State Farm claims in  
 10 Louisiana?  
 11 MS. HELMS: Object to form.  
 12 Don't answer.  
 13 A. I've been advised not to answer.  
 14 Q. Do you know if Renfroe has ever  
 15 done anything with respect to a report  
 16 about engineering reports improperly used  
 17 in another state?  
 18 MS. HELMS: Object to form.  
 19 Don't answer.  
 20 Q. Do you know if Renfroe received  
 21 information about fraud with respect to  
 22 State Farm claims in other states and  
 23 simply sat on it?

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1 MS. HELMS: Object to form.  
 2 Don't answer.  
 3 THE COURT REPORTER: Mike, what  
 4 was the last part of that question?  
 5 MR. SMITH: "And simply sat on  
 6 it."  
 7 THE COURT REPORTER: Thank you.  
 8 Q. (By Mr. Smith) On June 20 or  
 9 thereafter, when you and others learned  
 10 of the paid suspension, other than asking  
 11 Renfroe and the Rigsbys what happened,  
 12 was there any other effort to determine  
 13 what happened?  
 14 MS. HELMS: Object to form.  
 15 A. I'm not sure I understand the  
 16 question.  
 17 Q. Did you do anything other than  
 18 ask people at State Farm and Renfroe why  
 19 the Rigsbys were on paid suspension?  
 20 MS. HELMS: Object to form.  
 21 A. No.  
 22 Q. Do you know whether Renfroe did  
 23 anything after the 20/20 show aired in

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1 August to get to the bottom of the facts  
 2 and understand whether there had been a  
 3 crime or a fraud on State Farm  
 4 shareholders?  
 5 MS. HELMS: Object to form.  
 6 A. No.  
 7 Q. Have you ever seen the report of  
 8 an internal investigation to determine  
 9 what happened in the handling of the  
 10 Katrina State Farm claims, that Renfroe  
 11 did?  
 12 MS. HELMS: Object to form.  
 13 A. No.  
 14 Q. Did you have any conversations  
 15 with Mr. or Mrs. Renfroe in August or  
 16 September of '06 about whether there had  
 17 been mishandling of Katrina State Farm  
 18 claims in Mississippi?  
 19 MS. HELMS: Object to form.  
 20 A. I'm sure I did. I don't  
 21 remember any specifics -- instances of  
 22 having a meeting to discuss that. But  
 23 after the 20/20 show, there were

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1 certainly some concerns about what was  
 2 going on, and we had several discussions.  
 3 I don't recall any meetings.  
 4 Q. Were you ever able to figure out  
 5 whether there had been or had not been  
 6 mishandling of the claims?  
 7 MS. HELMS: Object to form.  
 8 A. I'm sorry, would you repeat the  
 9 question? Thank you.  
 10 Q. Did you ever figure out whether  
 11 the State Farm Katrina claims in  
 12 Mississippi had been mishandled?  
 13 MS. STANLEY: Objection.  
 14 MS. HELMS: Object to form. You  
 15 don't need to answer that.  
 16 Q. Did you do anything to figure  
 17 that out?  
 18 MS. HELMS: Object to form.  
 19 Don't answer.  
 20 Q. Are you aware of anything that  
 21 Renfroe ever did to remedy or mitigate  
 22 any problem resulting from the Rigsbys'  
 23 provision of information to various

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1 persons?  
 2 MS. HELMS: Object to form.  
 3 Don't answer.  
 4 MR. SMITH: It's in the  
 5 complaint.  
 6 MS. HELMS: Can you ask that  
 7 question again?  
 8 Q. (By Mr. Smith) The question is  
 9 whether you're aware of anything Renfroe  
 10 ever did to remedy or mitigate any  
 11 problem caused by what the Rigsbys did in  
 12 Mississippi.  
 13 MS. HELMS: I think I  
 14 misunderstood.  
 15 Q. Actually, that's not the  
 16 question I asked. Did you -- are you  
 17 aware of anything Renfroe ever did to  
 18 remedy or mitigate any problem that would  
 19 have been caused by the mishandling of  
 20 claims?  
 21 MS. HELMS: Object to form.  
 22 That's not in there. Okay. Don't  
 23 answer.

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1 THE WITNESS: I'm sorry?  
 2 MS. HELMS: Don't answer.  
 3 Q. (By Mr. Smith) The complaint in  
 4 this case alleges that there has been  
 5 cooperation with governmental  
 6 authorities. Can you tell me everything  
 7 you know about that.  
 8 MS. HELMS: Object to form.  
 9 A. Would you --  
 10 MS. HELMS: Have you seen the  
 11 complaint in this case?  
 12 THE WITNESS: I have not.  
 13 Q. (By Mr. Smith) What do you know  
 14 about Renfroe cooperation with  
 15 governmental authorities?  
 16 MS. HELMS: Object to form.  
 17 A. I really don't know anything  
 18 about what Renfroe's done in this  
 19 litigation, if that's the question.  
 20 Q. The question is what you know  
 21 about Renfroe has done with respect to  
 22 cooperation with governmental -- first of  
 23 all, have you cooperated with any

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1 governmental authorities?  
 2 MS. HELMS: Object to form.  
 3 A. I haven't been asked any  
 4 questions by any governmental authority.  
 5 I haven't done anything.  
 6 Q. Have you done anything with  
 7 respect to governmental authorities at  
 8 all?  
 9 MS. HELMS: Object to form.  
 10 A. No.  
 11 Q. Do you know anyone who has?  
 12 MS. HELMS: Object to form.  
 13 And, Don, I'm going to caution you here  
 14 not to disclose anything that is based on  
 15 an attorney-client privileged  
 16 communication.  
 17 A. I guess I don't understand the  
 18 question.  
 19 Q. Are you aware of any efforts by  
 20 Renfroe to cooperate with governmental  
 21 authorities with respect to the kind of  
 22 allegations that were discussed in the  
 23 20/20 show and about State Farm's claims

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1 handling in Mississippi?  
 2 MS. HELMS: Object to form.  
 3 A. If meaning they were subpoenaed  
 4 to -- to testify in a grand jury -- I'm  
 5 not sure I understand what we're asking.  
 6 MS. STANLEY: This witness is  
 7 not authorized to talk about any grand  
 8 jury anything.  
 9 MR. SMITH: State Farm and  
 10 Renfroe have been taking the position, as  
 11 I understand it, that people are free to  
 12 talk about the grand jury. I may have it  
 13 wrong, but that's my understanding.  
 14 MS. RENFROE: You're wrong.  
 15 MS. STANLEY: What she said.  
 16 MS. RENFROE: You're wrong.  
 17 Q. (By Mr. Smith) Have you spoken  
 18 to a grand jury?  
 19 A. I have not.  
 20 Q. Are you aware of anyone who has?  
 21 MS. STANLEY: I think he can  
 22 answer that.  
 23 MS. HELMS: Object to form.

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Page 1	Page 3
1 IN THE UNITED STATES DISTRICT COURT	1 Battles, Esq., the original transcript of
2 FOR THE NORTHERN DISTRICT OF ALABAMA	2 the oral testimony taken the 2nd day of
3 SOUTHERN DIVISION	3 April, 2008.
4	4 Please be advised that this is
5	5 the same and not retained by the Court
6	6 Reporter, nor filed with the Court.
7 CIVIL ACTION NO.: 2:06-cv-1752-WMA	7
8	8
9 E.A. RENFROE & COMPANY, INC.,	9
10 Plaintiff,	10
11	11
12 v.	12
13	13
14 CORI RIGSBY, et al.,	14
15 Defendants.	15
16	16
17	17
18 DEPOSITION TESTIMONY OF:	18
19 STEVE CANTRELL	19
20 April 2, 2008	20
21	21
22	22
23 Job #57978	23

Page 2	Page 4
1 STIPULATIONS	1 APPEARANCES
2 IT IS STIPULATED AND AGREED	2
3 by and between the parties through their	3 FOR THE PLAINTIFF:
4 respective counsel that the deposition of	4
5 STEVE CANTRELL may be taken before Lane	5 Barbara Ellis Stanley, Esq.
6 C. Butler, a Court Reporter and Notary	6 HELMS & GREENE
7 Public for the State at Large, at the law	7 One City Centre, Suite 1290
8 offices of Sirote & Permutt, 2311	8 1021 Main Street
9 Highland Avenue South, Birmingham,	9 Houston, Texas 77002
10 Alabama, on the 2nd day of April, 2008,	10
11 commencing at approximately 9:32 a.m.	11 Victoria L. Helms, Esq.
12 IT IS FURTHER STIPULATED	12 HELMS & GREENE
13 AND AGREED that it shall not be necessary	13 115 Perimeter Center Place, Suite 635
14 for any objections to be made by counsel	14 Atlanta, Georgia 30346
15 to any questions except as to form or	15
16 leading questions and that counsel for	16 FOR THE DEFENDANTS:
17 the parties may make objections and	17
18 assign grounds at the time of trial or at	18 Robert E. Battle, Esq.
19 the time said deposition is offered in	19 BATTLE, FLEENOR, GREEN, WINN & CLEMMER
20 evidence, or prior thereto.	20 1150 Financial Center
21 In accordance with the Federal	21 505 North 20th Street
22 Rules of Civil Procedure, I, Lane C.	22 Birmingham, Alabama 35203
23 Butler, am hereby delivering to Robert E.	23 Job #57978

1 (Pages 1 to 4)



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Page 5		Page 7	
1	Michael R. Smith, Esq.	1	10- E-mails 200
2	ZUCKERMAN SPAEDER	2	11- E-mails 201
3	1800 M Street, Northwest	3	12- E-mail 203
4	Washington, D.C. 20036	4	13- E-mail 206
5		5	14- E-mail 208
6		6	15- Kerri Performance Review 212
7	ALSO PRESENT:	7	16- Cori Performance Review 213
8		8	17- E-mail 235
9	Gene Renfroe	9	18- E-mail 238
10	Jana Renfroe	10	19- E-mail 240
11	Cori Rigsby	11	
12		12	
13		13	
14		14	
15		15	
16		16	
17		17	
18		18	
19		19	
20		20	
21		21	
22		22	
23		23	

Page 6		Page 8	
1	INDEX	1	I, Lane C. Butler, a Court
2		2	Reporter and Notary Public, State of
3	EXAMINATION BY: PAGE NO.	3	Alabama at Large, acting as Notary,
4	Mr. Smith 9	4	certify that on this date, pursuant to
5	Ms. Helms 316	5	the Federal Rules of Civil Procedure and
6		6	the foregoing stipulation of counsel,
7	REEXAMINATION BY:	7	there came before me at the law offices
8	Mr. Smith 327	8	of Sirote & Permutt, 2311 Highland Avenue
9		9	South, Birmingham, Alabama, commencing at
10		10	approximately 9:32 a.m., on the 2nd day
11		11	of April, 2008, STEVE CANTRELL, witness
12	EXHIBITS	12	in the above cause, for oral examination,
13		13	whereupon the following proceedings were
14	FOR THE DEFENDANTS:	14	had:
15	1 - E-mail Signature 29	15	
16	2 - Employment Agreement 91	16	THE VIDEOGRAPHER: Here begins
17	3 - Check-In Form 99	17	Videotape No. 1 in the deposition of
18	4 - Adjuster Information 101	18	Steve Cantrell in the matter of E.A.
19	5 - Cori Check Out Form 160	19	Renfroe & Company, Incorporated, versus
20	6 - Kerri Check Out Form 160	20	Cori Rigsby and Kerri Rigsby, Case No.
21	7 - E-mails 174	21	06CV-1752-WMA. We're on the record at
22	8 - E-mails 179	22	9:32 a.m. on Wednesday, April 2nd, 2008.
23	9 - E-mail 197	23	This deposition is taking place at Sirote



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<p>1 office on the Gulf Coast of Mississippi, 2 as far as you know? 3 A. We had a training center in 4 Ocean Springs, Mississippi, at the 5 beginning of Hurricane Katrina. 6 Q. Is there any office for Renfroe 7 in Mississippi now? 8 A. Not that I'm aware of. 9 Q. When's the last time you were 10 physically working in a Renfroe office? 11 A. Probably in October, November of 12 2005. 13 Q. That was that training center? 14 A. Yes, sir. 15 Q. Have you ever had a job in the 16 Renfroe Birmingham offices? 17 A. No, sir. 18 Q. Is that the home office? 19 A. That's my understanding. 20 Q. Is there any other office where 21 Renfroe officers work? 22 A. Not that I'm aware of. 23 Q. Who reports to you as a Renfroe</p>	<p>1 you're still contending he's within the 2 control group who shares the corporate 3 privilege. 4 MS. HELMS: Absolutely. 5 Q. (By Mr. Smith) Do you have any 6 control over the business affairs of 7 Renfroe? 8 A. That depends on what you mean by 9 "control." 10 Q. Well, do you have any control? 11 Do you think you do? 12 A. Well, I have the ability to fire 13 a employee if necessaries. 14 Q. What's -- what's this employee's 15 name? 16 A. That would be Shellie Leverett. 17 Q. What's that person's job? 18 A. She's a claims adjuster. 19 Q. Do you have any other authority 20 over the Renfroe organization other than 21 to discipline this one employee? 22 A. At present, no. 23 Q. How many employees, as far as</p>
Page 34	Page 36
<p>1 employee? Who in the Renfroe chain of 2 command reports to you now? 3 A. Only that one employee that's 4 there in Biloxi. 5 Q. And to whom do you report? 6 A. Don Goodin, and Jana and Gene of 7 course. 8 Q. Who is Don Goodin? 9 A. I don't really know what Don's 10 title is. Something to do with claims 11 manager. 12 MS. HELMS: You don't have to 13 guess. 14 Q. Is he your boss? 15 A. That would be the person that I 16 would report to next. 17 Q. Do you have any corporate 18 decision-making authority for Renfroe? 19 A. No, sir. 20 Q. Have you ever made any legal 21 decisions for Renfroe? 22 A. Not that I'm aware of. 23 MR. SMITH: Let me just ask if</p>	<p>1 you know, does Renfroe have? 2 A. I have no idea. 3 Q. Do you have a sense of how many 4 adjusters there are? 5 A. I would guess, probably at peak 6 times, somewhere around five hundred, 7 give or take. I mean, I don't concern 8 myself other than with those that I -- 9 where I'm at. 10 Q. Do you have any State Farm 11 clothing? 12 A. Yes. 13 Q. What is that? 14 A. The catastrophe shirts that they 15 provide. Sweatshirts. Yeah, I think 16 that's all. Well, I have a jacket also 17 that they provided. 18 Q. It has "State Farm" written on 19 the -- 20 A. Yes. 21 Q. -- breast? 22 What is your understanding of 23 Renfroe's policy, if it has one, about</p>

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1 informing policyholders that claims they  
2 have made have been mishandled?  
3 MS. HELMS: I object to this.  
4 This is not relevant to the claims or  
5 defenses.  
6 MR. SMITH: Okay.  
7 Q. What's your --  
8 MS. HELMS: Do you want to make  
9 a proffer on how this could be relevant?  
10 MR. SMITH: If State Farm policy  
11 is that it's perfectly appropriate to do  
12 what the Rigsby did, for instance, I  
13 think it would be highly relevant. If  
14 they don't have a policy, I think it  
15 would be relevant. And if the policy is  
16 not to tell the policyholders the truth,  
17 I think it's relevant on the public  
18 policy issue. I think it's right at the  
19 core of what we're talking about. And in  
20 any event, it's a relevance objection.  
21 MS. HELMS: The Court has  
22 already, and the appellate court has  
23 already ruled on the public policy

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1 theory. As such, that's not a defense in  
2 this case.  
3 MR. SMITH: Well, I understand  
4 that that's your argument for your  
5 client. But I think someone else will  
6 decide that, and I want to get a record.  
7 MS. HELMS: So we're -- we're at  
8 a point where you have a choice. Do you  
9 want to stop the deposition and get a  
10 ruling? Do you want to proceed with  
11 other questions that are relevant and  
12 take it up later with the Court.  
13 MR. SMITH: It's completely  
14 inappropriate under the Federal Rules to  
15 instruct a witness not to answer upon  
16 relevance grounds, particularly in a  
17 situation where I don't think you can  
18 fairly suggest that issues about State  
19 Farm policies about handling information  
20 is not relevant to the suit. I'm going  
21 to ask him the question, and you're going  
22 to have to make a decision about whether  
23 to instruct him not to answer.

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1 MS. HELMS: And -- and that's  
2 where we're at, is -- is I'm telling you  
3 that I don't think that's an appropriate  
4 question. And I'm offering you the  
5 option. Now, we could suspend this. We  
6 have a right to do that. We could  
7 suspend this deposition to get a ruling.  
8 But I'm asking you if you would like to  
9 proceed with other questions and deal  
10 with it later or would you like to deal  
11 with it now.  
12 MR. SMITH: I will say that I'm  
13 a little surprised at the peremptory way  
14 of handling even the first question in an  
15 area that is right at the bull's-eye of  
16 the issues in this case. Let's ask him  
17 some more questions and see where we are.  
18 But I want to be clear you're instructing  
19 him not to answer that question on  
20 relevance objection.  
21 MS. HELMS: No, I'm not. What  
22 I'm doing is saying that we're at a point  
23 where an issue needs to be decided. And

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1 I'm offering you the choice. Do you want  
2 to take it up with the Court now? Would  
3 you rather go on with the deposition and  
4 any questions that are remaining be taken  
5 up with the Court at another time?  
6 MR. SMITH: Look, if the Federal  
7 Rules were rewritten and they provided  
8 for what you just suggested, it would be  
9 a different issue. But that's not how  
10 they work. I'm going to ask a question,  
11 and let's just see what happens.  
12 MS. HELMS: Would you like to  
13 take a moment to consult the Federal  
14 Rules?  
15 MR. SMITH: I'd like to ask a  
16 question and see where we are.  
17 MS. HELMS: Ask the question  
18 again.  
19 Q. (By Mr. Smith) Are you aware of  
20 any Renfroe policy concerning adjusters  
21 informing State Farm policyholders if  
22 their claims have been mishandled?  
23 MS. HELMS: Same objection.

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1 That is not relevant to the claims or  
 2 defenses in this action.  
 3 Q. You may answer.  
 4 MS. HELMS: No, you may not  
 5 answer. We have an issue to be resolved  
 6 before we can proceed.  
 7 MR. SMITH: Are you instructing  
 8 the witness not to answer?  
 9 MS. HELMS: I -- I am  
 10 instructing him not to answer at this  
 11 point so that we can determine under Rule  
 12 30(d) whether we're going to suspend this  
 13 to get a ruling from the Court or whether  
 14 you want to go forward with other  
 15 relevant questions.  
 16 MR. SMITH: All right. Let me  
 17 ask another question.  
 18 Q. (By Mr. Smith) Are you aware of  
 19 any Renfroe policy regarding the  
 20 provision of information to law  
 21 enforcement about the mishandling, the  
 22 intentional mishandling of policyholder  
 23 claims?

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1 A. I'm not sure I understand your  
 2 question.  
 3 Q. Does Renfroe have a policy, as  
 4 far as you know, about whether you ought  
 5 to tell law enforcement authorities if  
 6 policyholder claims have been  
 7 intentionally mishandled?  
 8 A. We have a policy that's a part  
 9 of our -- I think it's the employment  
 10 agreement, that says that if -- if an  
 11 adjuster feels like something has been  
 12 done wrong, they have several avenues in  
 13 which they can take. They need to talk  
 14 to their Renfroe manager, and if it can't  
 15 be resolved at that point, the Renfroe  
 16 manager then will go to State Farm and  
 17 talk to them. If that doesn't resolve  
 18 it, then -- and I may be getting these  
 19 out of order, but we would have the  
 20 opportunity to go to Gene and Jana. And  
 21 if it's not resolved at that point, they  
 22 would then take it up with State Farm.  
 23 If it's not resolved at that point, I'm

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1 assuming, and I don't really know, that  
 2 you would go further.  
 3 Q. What do you mean?  
 4 A. If -- if it can't be resolved in  
 5 that area -- and again, it would have to  
 6 be a more specific problem, I would  
 7 think, before I can answer it  
 8 correctly -- then you might be in need of  
 9 going to law enforcement.  
 10 Q. Are there any documents that  
 11 you're aware of that tell you that that's  
 12 an option that you have?  
 13 A. That --  
 14 MS. HELMS: Other than what you  
 15 just testified to.  
 16 A. No, not that I'm aware of.  
 17 MR. SMITH: You can object to my  
 18 questions, but don't put information in  
 19 the witness's ear while we're asking  
 20 questions.  
 21 MS. HELMS: Is that what you  
 22 meant in your question, other than the  
 23 documents he just testified about?

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1 MR. SMITH: He did not testify  
 2 that those documents indicated that he  
 3 should go to law enforcement. He said  
 4 they indicated he should go to State Farm  
 5 and Renfroe, and he guessed, when that  
 6 was done, he could go to law enforcement.  
 7 Q. (By Mr. Smith) Is that fair?  
 8 A. That's fair.  
 9 Q. Are you aware of any Renfroe  
 10 employee other than the Rigsbys who has  
 11 taken information to law enforcement  
 12 about the mishandling of claims by  
 13 anybody?  
 14 A. No.  
 15 Q. Is it your understanding of the  
 16 Renfroe policy in this area with respect  
 17 to law enforcement, that before law  
 18 enforcement is told that the crime may  
 19 have been committed, the Renfroe employee  
 20 should tell Renfroe and State Farm about  
 21 it?  
 22 MS. HELMS: Object to form.  
 23 A. You need to determine if a crime

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<p>1 out this evaluation that they had been 2 with Renfroe for several years? 3 A. Yes. 4 Q. Were you generally aware that 5 they had received good evaluations? 6 A. I was not aware of what kind of 7 evaluation they had received. 8 Q. You checked on both of these 9 forms that you would never recommend 10 these two for future cat assignments? 11 A. That's correct. 12 Q. That was the equivalent of -- 13 they were cat adjusters; right? 14 A. Yes. 15 Q. If they were never assigned to a 16 future cat assignment, they had no work; 17 right? 18 MS. HELMS: Object to form. 19 A. That's a possibility. 20 Q. As a practical matter, you were 21 suggesting they be fired? 22 MS. HELMS: Object to form. 23 A. That's not what this says.</p>	<p>1 that was out for herself, to do whatever 2 she could for herself, and those are the 3 qualities that she exhibited to me. The 4 moral character that she exhibited to me 5 was lacking. 6 Q. Give me some facts that would 7 show me what you're talking about. 8 A. It's been a long time. 9 MS. HELMS: How does this have 10 anything to do with the claims or 11 defenses of this case? 12 MR. SMITH: The witness is 13 testifying about a broad range of facts 14 about Ms. Rigsby. He filled out this 15 form describing his view of her work. 16 There are a number of peculiarities to 17 it. I'm mostly asking him what it means. 18 MS. HELMS: But how does it 19 relate to this case? 20 MR. SMITH: I believe it's 21 relevant. You're not going to instruct 22 him not to answer this, are you? I'm 23 asking him what he meant.</p>
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<p>1 Q. Is that what it means? 2 A. It means that I personally 3 wouldn't rehire them. 4 Q. Right. 5 A. And we've had reviews like 6 these. I won't -- and I say "like 7 these"; in general where they -- people 8 have not been recommended for rehire and 9 they're on the next storm. That's not my 10 decision to make. 11 Q. What you're communicating here 12 is your view they not be rehired? 13 A. Yes. 14 Q. And you earlier testify that you 15 had never spoken with either of them, 16 Kerri or Cori, about a deficiency in 17 their work? 18 A. Not directly. 19 Q. You describe at the bottom of 20 Exhibit 15 Cori as having a sense of 21 amorality. What were you referring to? 22 A. In my observations, I thought of 23 -- let's see -- Cori as being someone</p>	<p>1 MS. HELMS: Well, I mean, if -- 2 if -- if -- well, I might, because -- 3 MR. SMITH: I think it's typical 4 -- 5 MS. HELMS: -- it has no bearing 6 on this case. 7 MR. SMITH: I think it's typical 8 of the reaction of Renfroe to conduct 9 that people should be very proud of, 10 which they in turn describe as amoral. 11 MS. HELMS: So we're -- we're 12 now back to the -- the public pol- -- is 13 this -- are -- are you saying that this 14 is a retaliation situation? What do -- 15 what do -- how does it bear on this case? 16 MR. SMITH: This is a 17 deposition, and one of the features of 18 them is that I'm not arguing my case, I'm 19 just asking questions. I believe these 20 questions are relevant to the case, and 21 we would probably have been done with 22 them by now without this exchange. This 23 witness wrote down that she has a sense</p>



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1 of amorality.  
 2 MS. HELMS: Right.  
 3 MR. SMITH: That's a pretty  
 4 dramatic thing to say. I think it's said  
 5 in the wake of everyone learning that she  
 6 had handled the documents the way we know  
 7 she handled them, and I want to  
 8 demonstrate that.  
 9 MS. HELMS: And is that the only  
 10 basis you have for saying that it's --  
 11 MR. SMITH: No.  
 12 MS. HELMS: -- relevant to this  
 13 case?  
 14 MR. SMITH: No. No. If I sit  
 15 down, I'm sure that there's this is a lot  
 16 more. I don't want to -- I'm not under  
 17 examination, and I'm not going to go down  
 18 this road. I've told you a lot more than  
 19 is necessary. I ask questions, you make  
 20 objections, he gives answers; let's see  
 21 how that works.  
 22 MS. HELMS: You -- you're not  
 23 entitled to get answers to any questions

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1 that aren't relevant to this case. So  
 2 unless that you can proffer some way to  
 3 show that it's relevant to this case, I  
 4 will instruct him not to answer.  
 5 MR. SMITH: The que-- well,  
 6 I've already demonstrated.  
 7 Q. (By Mr. Smith) The question is,  
 8 Mr. Cantrell, when you said that  
 9 Ms. Rigsby here had a sense of amorality,  
 10 on what basis did you say that?  
 11 MS. HELMS: Steve, you don't  
 12 have to answer that question.  
 13 Q. Go ahead.  
 14 A. I'll decline.  
 15 Q. Are you declining to answer that  
 16 question about what you meant when you  
 17 wrote this as a result of the instruction  
 18 of your lawyer not to answer it?  
 19 A. Partly.  
 20 MR. SMITH: Are you really  
 21 instructing him not to answer on the  
 22 ground of relevance?  
 23 MS. HELMS: I am.

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1 MR. SMITH: Okay.  
 2 Q. (By Mr. Smith) Is there any  
 3 other part of Exhibit 15 that you don't  
 4 want to answer questions about?  
 5 A. It depends on the question, I  
 6 would assume.  
 7 Q. It says, "After a careful  
 8 consideration of all relevant facts."  
 9 That's how it begins at the bottom.  
 10 Would you tell me what you recall all the  
 11 relevant facts were?  
 12 MS. HELMS: Same objection. You  
 13 don't have to answer.  
 14 MR. SMITH: Are you instructing  
 15 him not to answer?  
 16 MS. HELMS: I am.  
 17 MR. SMITH: Do you believe you  
 18 can instruct a witness not to answer --  
 19 MS. HELMS: I do indeed.  
 20 MR. SMITH: Okay.  
 21 Q. (By Mr. Smith) Will you answer  
 22 that question?  
 23 MS. HELMS: However, I should

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1 make clear here, again, if you want to  
 2 take this up with the Court, if you  
 3 believe that somehow this is relevant to  
 4 the claims or defenses, then I'm happy to  
 5 try to resolve that issue. And if -- and  
 6 if the Court agrees with you, then --  
 7 then he'll answer.  
 8 MR. SMITH: We'll -- we'll file  
 9 a motion to compel if you force us to.  
 10 I'm certainly not going to call up a  
 11 judge who's working and make him answer  
 12 -- give some ruling to one question about  
 13 whether this witness ought to describe  
 14 what he meant when he filled out a form.  
 15 Q. (By Mr. Smith) Will you answer  
 16 that question about what you meant by  
 17 "all the relevant facts"?  
 18 A. No.  
 19 Q. Where did you send this review,  
 20 this Exhibit 15?  
 21 A. To the home office.  
 22 Q. Anywhere else?  
 23 A. No. That's -- that's where I

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1 MS. HELMS: Object to form.  
 2 A. Not that I'm aware of.  
 3 Q. All right. Exhibit 16 is the  
 4 review you did for Kerri Rigsby; is that  
 5 right?  
 6 A. That's correct.  
 7 Q. And as with the other one, these  
 8 are things that before doing the review  
 9 you had not discussed with Ms. Rigsby?  
 10 A. No.  
 11 Q. Had you discussed with -- had  
 12 you communicated your concerns to  
 13 Birmingham prior to doing this review?  
 14 MS. HELMS: Object to form.  
 15 A. With a couple of specific  
 16 issues, yes.  
 17 Q. Had you communicated with them  
 18 about the things you wrote on here?  
 19 (Witness reviews document.)  
 20 Q. Let me start with the beginning.  
 21 It says, for instance, that  
 22 client-specific instructions, you say in  
 23 essence, the instructions were ignored

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1 during the bulk of the project and that  
 2 Kerri couldn't come to the office in a  
 3 timely manner and was not available to  
 4 assist in training and didn't spend a lot  
 5 of time at the office. That's the gist  
 6 of it; right?  
 7 A. Yes.  
 8 Q. Had you talked with Birmingham  
 9 about that before you did this review?  
 10 MS. HELMS: Again, there is no  
 11 relevance to any of this to the claims or  
 12 defenses in this case. And therefore, I  
 13 will advise, Mr. Cantrell, that you need  
 14 not answer.  
 15 A. I'll take that advice.  
 16 Q. You decline to answer?  
 17 A. (Witness nods head.)  
 18 Q. And I take it your position's  
 19 the same and you will decline to answer  
 20 as to other questions about this form?  
 21 A. Most probably.  
 22 Q. How long did you speak with  
 23 Kerri in the parking lot as you stood

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1 outside her window about this form?  
 2 A. Probably fifteen minutes, give  
 3 or take.  
 4 Q. And some of that time she spent  
 5 writing the material that's on page 2 of  
 6 Exhibit 16?  
 7 A. Yes, sir.  
 8 Q. Did you say anything to her  
 9 about her job performance other than what  
 10 you wrote here?  
 11 A. During that discussion?  
 12 Q. Uh-huh.  
 13 A. No.  
 14 Q. Exhibit 17 is an e-mail you had  
 15 gotten back from Goodin acknowledging  
 16 receipt of the evaluations; is that  
 17 right?  
 18 (Defendant's Exhibit 17 was marked for  
 19 identification.)  
 20 A. That's correct.  
 21 Q. After those evaluations were  
 22 received at the Renfro offices in  
 23 Birmingham, did somebody call you up and

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1 ask you about them?  
 2 MS. HELMS: Object to form.  
 3 A. It seems like there was a call.  
 4 Q. Who?  
 5 A. That probably would have been  
 6 Gene.  
 7 Q. Do you recall that Gene called  
 8 you?  
 9 A. If someone would have called me  
 10 about it, it would have been Gene, and I  
 11 think somebody did call me. Do I  
 12 remember a specific call? No.  
 13 Q. So what you're telling me is you  
 14 don't remember speaking with Gene, but  
 15 you spoke with somebody and you're  
 16 puzzling out that it was probably him?  
 17 MS. HELMS: That's not what he  
 18 said.  
 19 Q. What are you telling me?  
 20 A. I have a vague recollection that  
 21 there may have been a call from  
 22 Birmingham with regard to the  
 23 evaluations. If there was, it would have

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<p>1 Q. A training thing?</p> <p>2 A. Yes.</p> <p>3 Q. Do you know who created this one</p> <p>4 that you have there?</p> <p>5 MS. HELMS: Object to form.</p> <p>6 A. I couldn't tell. It appears to</p> <p>7 be out of a claim file that somebody's</p> <p>8 redacted some of the information from.</p> <p>9 Q. Earlier you mentioned that some</p> <p>10 claims files, when they were no longer</p> <p>11 used, were sent to Birmingham.</p> <p>12 A. Yes.</p> <p>13 Q. Did you mean the State Farm</p> <p>14 storage facility in Birmingham?</p> <p>15 A. Yes.</p> <p>16 Q. Where is that?</p> <p>17 A. I don't have any idea.</p> <p>18 Q. Have you ever seen it?</p> <p>19 A. No. Or if I have, I don't know</p> <p>20 that that's what it was.</p> <p>21 Q. This is 14429 to 14448. Have</p> <p>22 you seen that before?</p> <p>23 A. Let's see.</p>	<p>1 make that determination?</p> <p>2 A. It's old.</p> <p>3 Q. Can you tell by a reasonable</p> <p>4 look when -- what time frame it relates</p> <p>5 to?</p> <p>6 A. 1999? 1998?</p> <p>7 MS. HELMS: Are you guessing?</p> <p>8 THE WITNESS: Yeah.</p> <p>9 A. Because the \$130 (indicating), I</p> <p>10 don't recall ever billing \$130 on a</p> <p>11 claim, and I started in 1999.</p> <p>12 Q. (By Mr. Smith) Can you tell by</p> <p>13 looking at it whether these prices on</p> <p>14 this price list relate to the adjustment</p> <p>15 of Katrina claims?</p> <p>16 A. No.</p> <p>17 MS. HELMS: Object to form.</p> <p>18 Q. They don't?</p> <p>19 A. I can't tell.</p> <p>20 Q. Well, does the \$130 apply to the</p> <p>21 adjustment of Katrina claims?</p> <p>22 MS. HELMS: Object to form.</p> <p>23 A. In my opinion, no.</p>
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<p>1 (Witness reviews document.)</p> <p>2 A. Yes.</p> <p>3 Q. What is it?</p> <p>4 A. It's the fee schedule that we're</p> <p>5 provided for billing on claims.</p> <p>6 Q. Was a fee schedule like this</p> <p>7 kept on one of the Renfroe desks at a</p> <p>8 Katrina site in Mississippi?</p> <p>9 MS. HELMS: Object to form.</p> <p>10 A. It's possible. I don't recall</p> <p>11 having seen one kept out in the open.</p> <p>12 Q. Did you have one?</p> <p>13 A. In a file cabinet.</p> <p>14 Q. Did everybody have one with</p> <p>15 Renfroe?</p> <p>16 MS. HELMS: Object to form.</p> <p>17 A. I know the managers were all</p> <p>18 supposed to have.</p> <p>19 Q. Can you tell the time frame that</p> <p>20 this one applies to?</p> <p>21 (Witness reviews document.)</p> <p>22 MS. HELMS: You're not asking</p> <p>23 him to read the whole thing, are you, to</p>	<p>1 Q. Do you know whether the fee</p> <p>2 schedule that applies to Renfroe work on</p> <p>3 State Farm claims is the same as the fee</p> <p>4 schedule that -- at the same time that</p> <p>5 applies to work by Worley, for example?</p> <p>6 MS. HELMS: Object to form.</p> <p>7 A. My understanding is the contract</p> <p>8 is the same for all companies.</p> <p>9 MR. SMITH: I'm trying to make a</p> <p>10 practice of not just losing track of</p> <p>11 this. It's too easy for me. Let's go</p> <p>12 off the record for a minute.</p> <p>13 THE VIDEOGRAPHER: Off the</p> <p>14 record. The time is 4:38 p.m.</p> <p>15 (Discussion held off the record.)</p> <p>16 THE VIDEOGRAPHER: Back on the</p> <p>17 record the time is 4:58 p.m.</p> <p>18 Q. (By Mr. Smith) We're almost</p> <p>19 done, Mr. Cantrell.</p> <p>20 A. Thank you.</p> <p>21 Q. At Renfroe, are there employees</p> <p>22 who are known as salary employees and</p> <p>23 others who are known as contract</p>

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1 employees?  
 2 MS. HELMS: Object to form.  
 3 A. I would think that's probably  
 4 true.  
 5 Q. Can you tell me what salary  
 6 employees are?  
 7 MS. HELMS: Object to form.  
 8 A. I would think that would be the  
 9 people that actually work in the home  
 10 office that were full-time employees.  
 11 Q. And what are contract employees?  
 12 MS. HELMS: Object to form.  
 13 A. That would be someone like  
 14 myself that is called to go to a specific  
 15 storm and work that storm. And when that  
 16 storm ends or when I go home, I may still  
 17 be an employee, I'm just not working.  
 18 Q. Have you ever put in for  
 19 unemployment when you left a storm and  
 20 were not assigned to a new storm?  
 21 A. Seems like sometime in late  
 22 2000, because it had been about nine  
 23 months since I'd been to a storm.

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1 Q. Have you ever known of Renfroe  
 2 adjusters who put in for unemployment  
 3 between storms?  
 4 MS. HELMS: Object to form.  
 5 A. I've heard them talk about it.  
 6 I don't know specifically if anyone has.  
 7 Q. You've heard people say they  
 8 have?  
 9 A. Yes.  
 10 Q. Have you ever heard Renfroe say  
 11 that it's improper to put in for  
 12 unemployment between storms?  
 13 MS. HELMS: Object to form. And  
 14 I'm going to also object on the grounds  
 15 of relevance and -- and instruct the  
 16 witness not to answer.  
 17 MR. SMITH: Okay. I just want  
 18 to be clear what the question is. It's  
 19 whether you've ever been instructed by  
 20 Renfroe not to put in for unemployment  
 21 between storms.  
 22 MS. HELMS: And there's nothing  
 23 about unemployment that's relevant to the

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1 claims and defenses in this case.  
 2 MR. SMITH: I don't want to  
 3 argue about it. I just want to make sure  
 4 you understood the question.  
 5 MS. HELMS: I -- I understood  
 6 it.  
 7 MR. SMITH: Okay.  
 8 MS. STANLEY: I'm sorry, I just  
 9 wanted one housekeeping thing on the  
 10 record. Since the beginning -- since the  
 11 end of the last session and -- and the  
 12 break and the beginning of this, that  
 13 ended the restricted section of the -- of  
 14 the testimony, because we're no longer  
 15 talking about restricted documents.  
 16 Correct?  
 17 MR. SMITH: Well, I'll have to  
 18 look at the transcript because I frankly  
 19 don't remember what we ended on. But  
 20 this, I don't believe this is restricted.  
 21 We're not talking about restricted  
 22 documents. I think we ended with the  
 23 restricted documents, but I wouldn't

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1 swear to it.  
 2 Q. (By Mr. Smith) So, are you going  
 3 to answer that question?  
 4 A. No.  
 5 Q. Do you know whether contract  
 6 employees receive any benefits?  
 7 MS. HELMS: Object to form.  
 8 A. Who are you talking about  
 9 receiving benefits from?  
 10 Q. The -- if I understand you  
 11 correctly, the adjusters for Renfroe are  
 12 contract employees.  
 13 MS. HELMS: Misstates his  
 14 testimony. Object to form.  
 15 Q. Is that correct?  
 16 A. I'm a contract adjuster.  
 17 Q. Okay. Do you get any benefits?  
 18 A. I do not.  
 19 Q. You don't get health benefits?  
 20 A. No, sir.  
 21 Q. Are you aware of any of the  
 22 adjusters in the field for Renfroe to get  
 23 health benefits?