

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

E. A. RENFROE & COMPANY, INC.,))	
Plaintiff,))	CIVIL ACTION NO.
-vs.-))	2:06-CV-1752-S-WMA
CORI RIGSBY MORAN and))	Judge William M. Acker, Jr.
KERRI RIGSBY,))	
Defendants.))	
_____))	

JOINT STIPULATIONS OF THE PARTIES

All parties stipulate as follows for the purposes of this litigation:

1. The Court has previously granted summary judgment in favor of Plaintiff, E. A. Renfroe & Company, Inc., (“Renfroe”) on Defendants’ liability for breach of contract and set the issue of damages on the contract claim for trial. Renfroe is seeking to recover the amounts that are known to have been paid by the Scruggs Law Firm directly to the Defendants and a portion of Renfroe’s attorneys’ fees incurred in its successful prosecution of the contract claim.

2. The parties stipulate that the issues of the Plaintiff’s entitlement to recovery can be most efficiently adjudicated by motion without need for trial. The parties waive their rights to a trial on damages under the contract claim and stipulate to have the issues of Renfroe’s entitlement to recovery decided on motion.

3. The parties stipulate that Defendant Cori Rigsby was paid \$221,529.28 (\$146,529.28 in 2006 and \$75,000.00 in 2007) by the Scruggs Law Firm and Defendant Kerri Rigsby was paid \$221,343.42 (\$146,343.42 in 2006 and \$75,000.00 in 2007) by the Scruggs Law Firm. These amounts accurately state the known amounts paid by the Scruggs Law Firm directly to the Defendants. Excepting only materiality and relevance, the parties waive all objections to the admissibility of these amounts and stipulate that these amounts are accurate and authentic, and are sufficient proof of the known amounts, with no further evidence required. The Defendants expressly reserve the right to object to and challenge the materiality and relevance of these amounts, including but not limited to whether these payments are recoverable as damages in a breach of contract case and whether such damages, if allowed, were proximately caused by the breach.

4. The parties stipulate and affirm that this joint stipulation shall have the effect of conclusively establishing proof of the facts and matters set forth herein for the purposes of this litigation.

SO STIPULATED and respectfully submitted this 14th day of January 2009.

By: **/s/ Jack E. Held**
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*For the Defendants, Cori Rigsby and
Kerri Rigsby*