

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

**HELEN POLITZ**

**Plaintiff**

**v.**

**Civil Action No.: 1:08cv18-LTS-RHW**

**NATIONWIDE MUTUAL FIRE  
INSURANCE COMPANY, U.S. SMALL  
BUSINESS ADMINISTRATION, AND  
JOHN DOES 1 THROUGH 10**

**Defendants**

**NATIONWIDE MUTUAL FIRE INSURANCE COMPANY'S  
MOTION FOR MENTAL EXAMINATION OF PLAINTIFF  
PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 35**

Defendant Nationwide Mutual Fire Insurance Company (“Nationwide”), by and through counsel, hereby files this Motion for Mental Examination of Plaintiff Pursuant to Federal Rule of Civil Procedure 35. In support of this Motion, Nationwide states as follows:

1. Plaintiff Helen Politz, together with her late husband, John Politz, owned a residence located at 116 Winters Lane, in Long Beach Mississippi, which is merely 190 yards from the Gulf of Mexico. Although the single-story residence was reduced to its slab foundation during Hurricane Katrina and Plaintiff concedes that at least 9.2 feet of storm surge reached above the ground elevation of her property, Plaintiff insists that the home was destroyed solely by wind before the storm surge arrived.

2. Nationwide has paid Plaintiff over \$38,000 under her Homeowners Policy. Nevertheless, Plaintiff filed suit against Nationwide on January 17, 2008, alleging that Nationwide breached its contractual obligations by failing to pay the full coverage limits under the Plaintiff’s homeowners policy. In her Complaint, Plaintiff seeks not only contractual damages, but also damages for emotional distress she alleges to have suffered as a result of Nationwide’s partial denial of her insurance claim. Specifically, Plaintiff alleges that

“Defendant’s failure to pay the claim for the loss of [her] home contributed to the stress, emotional upheaval, depression and other health problems that [she] suffered after the hurricane.” (See June 18, 2008 Pls.’ Answers to First Set of Interrogatories Propounded by Def., Nationwide Mut. Fire Ins. Co., at Resp. to No. 26 (Ex. 1).)

3. In support of her claim for damages for emotional distress, Plaintiff intends to rely on the testimony of her treating physician, Dr. Mark Babo, of the Oschner Clinic in Slidell, Louisiana. (See May 11, 2009 Pretrial Order at 38-39 (Ex. 2).) Although Plaintiff has specifically disclaimed that she intends to offer expert testimony with respect to her claim for emotional distress, she nevertheless seeks to offer Dr. Babo’s testimony, (see Mar. 4, 2009 Pl.’s Resp. to [197] Nationwide’s Mot. to Strike Untimely Expert Disclosures (Dkt. 217)), presumably so that he may testify about his treatment of Plaintiff, including the fact that he has prescribed her antidepressant medications. In order to rebut any suggestion or claim that Mrs. Politz suffered emotional distress or that she is taking antidepressant medications as a result of Nationwide’s partial denial of her insurance claim, Nationwide is entitled to have an equal opportunity to conduct a mental evaluation of Mrs. Politz.

4. Accordingly, Nationwide respectfully requests an order permitting it to conduct a mental examination under Rule 35 of the Federal Rules of Civil Procedure. Under Rule 35, the Court “may order a party whose mental or physical condition ... is in controversy to submit to a physical or mental examination by a suitably licensed or certified examiner.” Fed. R. Civ. P. 35(a)(1). The United States Supreme Court has held that where a plaintiff “asserts mental or physical injury” as part of her legal action against a defendant, she “places that mental or physical injury clearly in controversy and provides the defendant with good cause for an examination to determine the existence and extent of such asserted injury.” See *Schlagenhauf v.*

*Holder*, 379 U.S. 104, 119 (1964). Mrs. Politz's allegations that she has suffered emotional distress and mental anguish as a result of Nationwide's partial denial of her claim squarely places her mental health in controversy in this action.

5. Nationwide therefore respectfully requests that the Court enter an order for Mrs. Politz to appear for a general psychiatric examination before Dr. Mark Webb of the Mississippi Neuropsychiatric Clinic. The examination will take place at the offices of Watkins Ludlam Winters & Stennis, 2510 14th Street, Suite 1125 in Gulfport, Mississippi on June 25, at 10 a.m. CST. The examination will last approximately four hours, and its scope will be an evaluation of Mrs. Politz's mental health, including an evaluation of Mrs. Politz's mental-health history and causation of any alleged emotional distress she claims to have suffered after Hurricane Katrina.

6. Dr. Webb has nearly twenty years experience in the field of psychiatry.(See Curriculum Vitae of Mark C. Webb (Ex. 5).) He received his medical degree from the Tulane University School of Medicine in 1986, and completed an internship and residency in 1990 at the Department of Psychiatry at the Duke University Medical Center in Durham, North Carolina. Dr. Webb is currently a board-certified psychiatrist with the Mississippi Neuropsychiatric Clinic in Ridgeland, Mississippi. He is the Chairman of the Mississippi Psychiatric Association, and has authored several journal articles in the field of psychiatry. Moreover, he has given over 450 presentations to the general public and medical professionals about various psychiatric illnesses and treatment. Also, Dr. Webb has performed many Rule 35 mental examinations in the past. In short, Dr. Webb is eminently qualified to perform a mental evaluation of Mrs. Politz under Rule 35.

7. Pursuant to Local Rule 35.1, Nationwide's counsel certifies that it has requested consent from Plaintiff's counsel to conduct a mental examination pursuant to Rule 35, but that

Plaintiff's counsel refused to agree to such an examination. (*See* May 26, 2009 Affidavit of Elizabeth M. Locke (Ex. 3); May 22, 2009 Emails E. Locke and K. Carter (Ex. 4).)

8. In further support of its Motion, Nationwide hereby incorporates and attaches the following exhibits:

Exhibit 1: June 18, 2008 Pls.' Answers to First Set of Interrogatories Propounded by Def., Nationwide Mut. Fire Ins. Co.

Exhibit 2: May 11, 2009 Pretrial Order

Exhibit 3: May 26, 2009 Affidavit of Elizabeth M. Locke

Exhibit 4: May 22, 2009 Emails E. Locke and K. Carter

Exhibit 5: Curriculum Vitae of Mark C. Webb

WHEREFORE, PREMISES CONSIDERED, Nationwide requests that this Court grant its Motion For Mental Examination of Plaintiff Pursuant to Federal Rule of Civil Procedure 35.

THIS, the 26th day of May, 2009.

Respectfully submitted,

NATIONWIDE MUTUAL FIRE  
INSURANCE COMPANY, Defendant

By Its Attorneys,  
WATKINS LUDLAM WINTER & STENNIS, P.A.

By: /s/ Laura L. Gibbes  
LAURA LIMERICK GIBBES  
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Washington, DC 20005  
Telephone: (202) 879-5000  
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**CERTIFICATE OF SERVICE**

I certify that I have this day electronically filed the foregoing with the Clerk of the Court using the ECF system which sent notification of such filing to the following :

Kristopher W. Carter  
DENHAM LAW FIRM  
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Post Office Drawer 580  
Ocean Springs, Mississippi 39566-0580  
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This, the 26th day of May, 2009.

By: /s/ Laura L. Gibbes  
LAURA LIMERICK GIBBES  
LGIBBES@WATKINSLUDLAM.COM

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

JOHN POLITZ AND HELEN POLITZ

PLAINTIFFS

VERSUS

CIVIL ACTION NO.:1:08CV18-LTS-RHW

NATIONWIDE MUTUAL FIRE INSURANCE COMPANY, ET AL

DEFENDANT'S

**PLAINTIFFS' ANSWERS TO  
FIRST SET OF INTERROGATORIES PROPOUNDED BY  
DEFENDANT, NATIONWIDE MUTUAL FIRE INSURANCE COMPANY**

COMES NOW the Plaintiff, Helen J. Politz, and would answer the Interrogatories propounded by Defendant, Nationwide Mutual Fire Insurance Company, and would show as follows:

Interrogatory No. 1: Identify all persons you believe may have knowledge of any discoverable matter falling within the scope of Rule 26(b)(1) of the Federal Rules of Civil Procedure that is relevant to the issues raised by the claims or defenses asserted in this action.

**Response to No. 1:**

See Plaintiffs' Pre-Discovery Disclosures of Core Information – answer to Question Number 1 and all supplements thereto.

Interrogatory No.2: Identify all documents and/or tangible items you believe may be or contain discoverable matter within the scope of Rule 26(b)(1) of the Federal Rules of Civil Procedure that is relevant to the issues raised by the claims or defenses asserted in this action.

**Response to No. 2:**

See Plaintiffs' Pre-Discovery Disclosures of Core Information – answer to Question Number 2 and all supplements thereto.

Interrogatory No. 3: Identify any written or recorded statements of which you are aware, including but not limited to declarations, witness statements, affidavits, depositions, or

interviews that refer to, relate to or have as any part of their subject matter any event relevant to the issues raised by the claims or defenses asserted in this action, and as to each such statement, identify the person making the statement, the person taking the statement, the contents of the statement, all persons in possession of a copy of the statement, and the date on which the statement was made.

**Response to No. 3:**

Plaintiffs had conversations with representatives of Nationwide when they reported the loss and subsequent follow up conversations with other Nationwide representative. However, upon information and belief, neither Plaintiff has given a recorded statement.

Interrogatory No.4: Identify each person whom you will or may call as a witness at the trial or any other hearing in this action, and provide a brief summary of the topics on which the witness is expected to testify.

**Response to No. 4:**

Plaintiffs have not determined who they will or may call as witnesses during the trial of this matter; however, Plaintiffs may call any individuals and/or entities (agents, employees or representatives of such entities) identified by Plaintiffs or the Defendant through Pre-Discovery Disclosures or supplements thereto or by Plaintiffs or the Defendant in responses to discovery.

Interrogatory No.5: Identify all documents or other tangible things you intend to introduce into evidence at the trial or any other hearing in this action.

**Response to No. 5:** Plaintiffs have not determined which documents or things will or may be introduced into evidence during the trial of this matter. Plaintiffs may introduce any documents or things produced with Plaintiffs' Pre-Discovery Disclosure of Core Information or supplements thereto, or with Plaintiff's responses to discovery or supplements thereto. In addition, Plaintiffs may introduce any documents or things produced by the Defendant.



Interrogatory No.6: Identify each person whom you will or may call as an expert witness at the trial or any other hearing in this action, and, as to each such expert, state the following:

- (1) the name and address of the witness' present employer;
- (2) the area or subject matter in which the witness is expected to be offered as an expert;
- (3) a summary of the witness' qualifications within the field of his expertise;
- (4) the substance of the facts and opinions to which the witness will testify;
- (5) a summary of the grounds for each opinion to be stated by the witness;
- (6) the date, subject matter, and present location of any reports, memos, or other documents created by the witness that are related to the events at issue in this lawsuit; and
- (7) the identity of all documents and/or information reviewed or consulted by the witness in rendering any reports or opinions in connection with this lawsuit.

**Response to No. 6:**

Plaintiffs object to this Interrogatory on the ground that it exceeds the scope of discoverable information set forth in the Federal Rules of Civil Procedure.

Without waiving said objection, Plaintiffs may call the following.

Ted L. Bidy, P.E., P.L.S.  
Forensic Engineer  
2308 Clara Kee Boulevard  
Tallahassee, FL 32303  
(850) 536-0928

Rocco Calaci  
Meteorologist  
LRC Services  
302 Vaughan St. NW  
Fort Walton Beach, FL 32548  
(850) 585-5403

Wayne Hudson, Contractor  
Post Office Box 5631  
Vanceleave, MS 39565  
(228) 826-1070

Plaintiffs may consult or retain other experts and reserve the right to supplement their response to this Interrogatory. Please see Plaintiffs' Designation of Expert Witnesses once Plaintiffs have filed same and any supplements thereto.

Interrogatory No.7: Identify each expert who has been retained or specifically employed by you in anticipation of this litigation or in preparation for trial and who is not expected to be called as a witness at trial.

**Response to No. 7:**

Plaintiffs object to this interrogatory on the grounds that said request calls for information which is subject to the attorney-client privilege; further that said request is invasive of Plaintiffs attorneys' work product. Without waiving said objection, none at this time.

Interrogatory No. 8: Identify any written or oral admissions which you contend any party, or anyone acting on a party's behalf, has made relevant to the issues raised by the claims or defenses asserted in this action, and as to each such admission, identify the person making the admission, the contents of the admission, the person to whom the admission was made, the date on which the admission was made, and any person in possession of a copy of the admission if it is contained within a written document.

**Response to No. 8:**

To Plaintiff's recollection no admissions were made. We spoke to a Nationwide claim representative by telephone within a few days of the storm who told us they would inspect our property and pay us for the damages covered under our policy and thereafter had telephone conversations on numerous other occasions. I do not recollect the name of the representatives.

Interrogatory No.9: Identify any insurance claim you made, prior to Hurricane Katrina, related to any damage to your Residence and/or Contents, including but not limited to any claim related to a hurricane, tropical storm, or any form of water damage.

**Response to No. 9:**

To Plaintiffs recollection no prior claims were made.

Interrogatory No. 10: Identify any oral or written communications you had with Nationwide, French Insurance, or any other insurer or insurance agent related to insurance coverage for your Residence and/or Contents, including but not limited to communications related to coverage for damage that might occur during the course of a hurricane or tropical storm, whether caused by wind or by water, and including but not limited to any communications relating to a wind/hail deductible or a hurricane deductible.

**Response to No. 10:**

Plaintiff cannot recollect each and every conversation they had with all Nationwide employees related to insurance coverage. We were told by a female assistant to Mr. John French, our insurance agent, that we did not need flood insurance so we did not purchase flood insurance. The female assistant told us that we were fully covered for any loss suffered as a result of a hurricane.

We chose to have our all perils deductible set at \$500.00. Plaintiffs assumed that because Nationwide was a well known company that they would be fully covered for any loss from a Hurricane as they had been told they would be the Nationwide representative.

Interrogatory No. 11: Identify any documents or other information you received from Nationwide and/or French Insurance which relate, in any manner, to the issue of insurance coverage for damage caused during the course of a hurricane or tropical storm, including but not limited to any documents or other information relating to coverage for damage caused by water from a hurricane or tropical storm.

**Response to No. 11:**

I do not recall receiving any such information other than policy declarations, but if we did, it was destroyed by Hurricane Katrina.

Interrogatory No. 12: Identify any oral or written communications with Nationwide and/or French Insurance in which you sought information regarding the terms and conditions of your Homeowner's policy or sought clarification of any of the provisions of your Homeowner's policy.

**Response to No. 12:**

When we went to Mr. French's office to purchase insurance from Nationwide on our home, I asked the lady at Mr. French's office about why the policy she gave us did not include flood insurance. She told me we did not need it that we were fully covered. No written communications were received to my knowledge.

Interrogatory No. 13: Identify every oral or written communication you had with any other insurance company or insurance agent related to insurance coverage for your Residence or the contents thereof.

**Response to No. 13:**

None that I recall.

Interrogatory No. 14: Identify any individuals with whom you discussed, prior to August 29, 2005, the issue of insurance coverage for property damage that might occur during a hurricane or tropical storm, including but not limited to coverage for damage caused by water from a hurricane or tropical storm.

**Response to No. 14:**

None to my knowledge. We thought we had good coverage with Nationwide. We thought we were fully covered from any damage our home might suffer as a result of a hurricane.

Interrogatory No. 15: Identify each valuation of plaintiffs' residence or the contents thereof conducted between August, 29, 1998 and August 29, 2005 and, for each such valuation,

state with particularity the date the valuation was performed, who performed the valuation, the results of the valuation, and the circumstances under which the valuation was performed.

**Response to No. 15:**

We purchased our home during February of 1999. We had a Uniform Residential Appraisal Report prepared by Mike Purvis on February 2, 1999. Mr. Purvis estimated the value of the home in his report to be \$141,000.00.

Upon information and belief, at the time we purchased our home Mr. French and/or his assistant valued our home when we obtained insurance coverage.

During June of 2003 we refinanced our home with a different mortgage company and had an Appraisal Report prepared by J. Daniel Schroeder on May 21, 2003, as part of the required loan documents. Mr. Schroeder valued our home at that time at \$171,000.00. Just a few months prior to Hurricane Katrina we made renovations and repairs to our home.

Interrogatory No. 16: Identify any documents or other information you received from any governmental agency or other entity regarding hurricane preparedness, including but not limited to flooding, water damage, insurance coverage issues, and/or flood insurance policies.

**Response to No. 16:**

I do not recall receiving any such information from any governmental agency or other entity prior to Hurricane Katrina.

Interrogatory No. 17: Identify all insurance policies you have obtained since the purchase of your Residence that provided any form of coverage on your Residence, including the identity of the insurer, policy number, and effective date of the policy.

**Response to No. 17:**

We purchased our Nationwide home owners policy of insurance through agent John French when we purchased our home during 1999. Policy Number: 63 23 HO 164506. The

effective date of the policy period that was in effect at the time of the loss was January 8, 2005 to January 8, 2006. Defendant is in possession of the requested information and documentation to support.

Interrogatory No. 18: Identify any advertisements or promotional materials by Nationwide that you viewed or read prior to obtaining coverage with Nationwide and state when you first viewed or read each.

**Response to No. 18:**

We saw television advertisements both prior to and after Hurricane Katrina in which Nationwide advertised itself as being “on your side.” We found out after Hurricane Katrina that this representation by Nationwide is not true.

Interrogatory No. 19: Identify any lien holders, mortgagors, or creditors who have held a deed of trust on your Residence and state whether those entities requested or required you to obtain flood insurance.

**Response to No. 19:**

To the best of my knowledge and recollection the following mortgage companies have held deeds of trust on our residence located at 116 Winters Lane, Long Beach, Mississippi. To my knowledge none of which requested or required us to obtain flood insurance:

First American National Bank operating as Deposit Guaranty Mortgage Services

Transland Financial Services, Inc.

Washington Mutual Bank successor to Washington Mutual Home Loans, Inc, successor in interest by merger to Fleet Mortgage Corp.

First Horizon Home Loans

Interrogatory No. 20: Identify each item of damage to your Residence or Contents which you contend was caused by Hurricane Katrina, and for each such item of damage state whether

you contend the item of damage was caused exclusively by wind, exclusively by water, or by both wind and water and identify all documents and witnesses that support or relate to each such contention.

**Response to No. 20:**

The entire residence was totally destroyed along with all its contents by Katrina. We evacuated prior to the storm, so we were not home when the house was destroyed. It is Plaintiff's position that the house and contents therein were destroyed by wind prior to the entry of any water. That I am aware of there were no witnesses to the destruction of our home. Please see Plaintiffs expert reports prepared by Rocco Calaci and Ted L. Bidy. Witnesses that support my contention are listed in Plaintiffs' Pre-discovery Disclosure of information and any supplements thereto.

Interrogatory No. 21: Identify each payment made to you by Nationwide or any other insurer since August 29, 2005 that purported to relate to damage caused by Hurricane Katrina.

**Response to No. 21:**

Nationwide

Food spoilage	\$1000.00
Live tree debris removal +	\$ 500.00
Minus Deductible	- \$ 500.00
Additional Living	<u>\$6,000.00</u>
total	\$7,000.00

On or about July 19, 2007, Nationwide sent a check payable to homeowners, law firm, First Horizon and SBA, in the amount of 30,339.57. The roof summary is for \$30,839.57 minus a \$500.00 deductible. This offer was not accepted.

Interrogatory No. 22: Identify each item or category of damages for which you seek an award in this lawsuit and as to each such item or category provide the following:

(a) The amount of monetary compensation sought for each item or category of damages;

- (b) The method used to calculate or derive each amount identified in (a);
- (c) The factual and legal basis for each item or category of damages you claim, including the identity of each specific provision of the homeowner's policy or any other document that supports your contention that coverage exists;
- (d) The identity of all documents and persons with knowledge that relate to each item or category of damages you have asserted.

**Response to No. 22:**

Plaintiff objects to item (c) of Interrogatory Number 22 on the ground that it calls for a legal conclusion or legal basis, and Plaintiff lacks the requisite knowledge, education and/or experience to render such opinions.

Plaintiff objects on the ground that said Interrogatory invades the attorney's work product in that it seeks the mental impressions, conclusions, opinions, and/or legal theories of an attorney, which are privileged.

Plaintiff objects on the ground that said Interrogatory asks for facts and the identity of witnesses, documents and/or evidence that are solely within the knowledge, control or possession of the Defendant, not the Plaintiff, and the Defendant should be required to provide said information to Plaintiff.

Plaintiff further object s on the ground that said Interrogatory requests information that is solely within the possession, custody or control of the Defendant and/or its affiliates, agents, representatives, or employees, and as such calls for Plaintiff to produce information or documentation that are not in her actual or constructive possession, custody or control and which is not readily accessible to Plaintiff.

Without waiving said objections and in an effort to prevent delay of this litigation, Plaintiffs' Complaint sets forth the factual basis for her claims for damages. Please see Plaintiffs' Complaint which sets forth the categories of damage.



Plaintiff would state the insured property and the contents located therein were damaged and/or completely destroyed by Hurricane Katrina. When Plaintiffs returned to the site of their home, it was gone along all of the contents formerly located in the home.

It is not possible to repair the house as it no longer exists and the detached utility building and contents were also destroyed. The replacement cost of the house continues to escalate as the cost of building materials and labor continues to increase.

Please see Plaintiffs' Pre-Discovery Disclosure of Core Information and Plaintiffs expert reports. As to contents, Plaintiffs will supplement with a list of personal property. The policy limit on the Homeowners policy for personal property is \$74,760.00. Plaintiff's loss is in excess of the policy limits for the Homeowners policy. The Nationwide Homeowners policy also provides for payment for loss of use. John and Helen Politz had no place to live and only a few items of clothing with which they evacuated after Katrina. Plaintiff is requesting compensation for loss of use and additional living expenses and any other sums that should have been paid under the insurance policy. In addition, Plaintiff is seeking extra-contractual damages; punitive and/or exemplary damages for Nationwide's bad faith in denying coverage; and attorneys' fees, litigation expenses, funds expended on experts, pre-judgment interest and post-judgment interest as such expenses were clearly foreseeable to Nationwide as a result of its conduct in mishandling Plaintiff's claim.

Interrogatory No. 23: State the complete factual and legal basis for your contention that Nationwide acted in bad faith and identify all documents and witnesses that support or relate to this contention.

**Response to No. 23:**

Plaintiffs object on the ground that said interrogatory calls for a legal conclusion, and Plaintiffs lack the requisite knowledge, education and/or experience to render such opinions.

Plaintiffs object on the ground that said Interrogatory invades the attorney's work product in that it seeks the mental impressions, conclusions, opinions, and/or legal theories of an attorney, which are privileged.

Plaintiffs object on the ground that said Interrogatory asks for facts and the identity of witnesses, documents and/or evidence that are within the knowledge, control or possession of the Defendant, not the Plaintiffs, and the Defendant should be required to provide said information to Plaintiffs.

Plaintiffs further object on the ground that said Interrogatory requests information that is within the possession, custody or control of the Defendant and/or its affiliates, agents, representatives, or employees, and as such calls for Plaintiffs to produce information or documentation that are not in their actual or constructive possession, custody or control and which is not readily accessible to Plaintiffs.

Without waiving said objections and in an effort to prevent delay of this litigation, Plaintiffs' Complaint sets forth the factual basis for their claims for bad faith, extra contractual punitive and non punitive damages. Plaintiffs would state it is the province of the Court and/or the jury to determine whether or not the Defendant acted in bad faith and whether an award of punitive damages is warranted in the instant case, and that such analysis will be based upon the law of the State of Mississippi as it applies to the subject policy and the acts or omissions of the Defendant with reference to Plaintiffs' claim.

Please see answer to Question Number 1 of Plaintiffs' Pre-Discovery Disclosure of Core Information, in which Plaintiffs provide a list of individuals personally known to them that may have knowledge of the claims and defenses raised in the Complaint.

See also Plaintiffs' answers to all other Interrogatories. Upon information and belief, the Defendant may provide additional information regarding adjusters or other employees or sub-

contractors of the Defendant who may have knowledge relevant to this issue. Plaintiffs have not determined who they will or may call as witnesses during the trial of this matter; however, Plaintiffs may call any individuals and/or entities (agents, employees or representatives of such entities) identified by Plaintiffs or the Defendant through Pre-Discovery Disclosures, responses to discovery, designations of expert witnesses, and/or documentation produced through discovery.

Plaintiffs may rely upon documents or things produced with Plaintiffs' Pre-Discovery Disclosures of Core Information and Plaintiffs' Responses to Requests for Production, and any supplements thereto. Plaintiffs may also rely upon documents or things produced by the Defendant.

Interrogatory No. 24: Explain in detail all facts which support your contention that you are entitled to an award of punitive damages and identify all witnesses and documents that refer or relate to this contention.

**Response to No. 24:**

Plaintiffs object on the ground that said Interrogatory invades the attorney's work product in that it seeks the mental impressions, conclusions, opinions, and/or legal theories of an attorney, which are privileged.

Plaintiffs object on the ground that said Interrogatory asks for facts and the identity of witnesses, documents and/or evidence that are solely within the knowledge, control or possession of the Defendant, not the Plaintiffs, and the Defendant should be required to provide said information to Plaintiffs.

Plaintiffs further object on the ground that said Interrogatory requests information that is solely within the possession, custody or control of the Defendant and/or its affiliates, agents, representatives, or employees, and as such calls for Plaintiffs to produce information or

documentation that are not in their actual or constructive possession, custody or control and which is not readily accessible to Plaintiffs.

Without waiving said objections and in an effort to prevent delay of this litigation, Plaintiffs' Complaint sets forth the factual basis for their claims for bad faith, extra contractual punitive and non punitive damages. Plaintiffs would state it is the province of the Court and/or the jury to determine whether or not the Defendant acted in bad faith and whether an award of punitive damages is warranted in the instant case, and that such analysis will be based upon the law of the State of Mississippi as it applies to the subject policy and the acts or omissions of the Defendant with reference to Plaintiffs' claim.

Interrogatory No. 25: Explain in detail any mental anguish, emotional distress, and/or pain and suffering for which you seek compensation in this lawsuit, including but not limited to all symptoms, manifestations, and causes thereof, and identify all witnesses and documents referring or relating thereto.

**Response to No. 25:**

Although the loss of our home was traumatic, we were initially doing fairly well because we believed Nationwide was going to pay our claim, and we would be able to replace our home and contents or purchase another home and purchase contents to replace those that were lost. Some personal property is irreplaceable, such as photographs, personal papers and heirlooms. As time passed and Nationwide did not pay the claim, we became more stressed and suffered significant mental anguish as a result of the non-payment.

Our home was gone and we had to find another place to live. We still had the mortgage on the house that no longer existed, but we had to either lease or purchase someplace to live. Ultimately we purchased another home using a loan from the SBA, but we could not afford two mortgages so we combined the two mortgages into one. As time passed after Hurricane Katrina

Plaintiffs had increasing emotional and mental distress as a result of ongoing financial difficulties and stress caused by Nationwide's failure to pay their claim as well as the loss of our home.

Helen Politz began having problems with her heart and has had heart surgery. She feels certain that the stress and anxiety from the loss of their home and Nationwide's failure to pay their claim has contributed her health problems.

Plaintiffs tried to move on with their lives, but it is extremely difficult under the circumstances. The Plaintiffs lost not only their home and its contents, but also their neighborhood and friends as a result of Nationwide's conduct. The events since Katrina have placed a strain on our finances. If Nationwide had paid Plaintiffs' claim, the stress associated with the loss of their home would not have been anywhere near a stressful, depressing and difficult to deal with.

Interrogatory No. 26: Identify all medical personnel, mental health professionals, and/or any other counselor from whom you have sought advice and/or treatment for any emotional distress and/or mental anguish at any time from August 29, 2003 to the present, and describe any related diagnoses and/or prognoses.

**Response to No. 26:**

Plaintiffs object to Interrogatory number 26 on the ground that to an extent said interrogatory calls for expert medical opinions. Without waiving said objection, Plaintiff states the following: Ms. Politz did not seek mental health treatment although she has had a tremendous amount of emotional and mental anguish. John Politz did see Dr. Mark Babo for depression on Gauze Boulevard, Slidell, Louisiana. It is Plaintiffs position that the Defendant's failure to pay the claim for the loss of their home contributed to the stress, emotional upheaval, depression and other health problems that they suffered after the hurricane.

Respectfully submitted,  
HELEN J. POLITZ

BY: Helen J. Politz  
HELEN J. POLITZ

OBJECTIONS:

Kristopher W. Carter  
KRISTOPHER W. CARTER

STATE OF MISSISSIPPI  
COUNTY OF JACKSON

PERSONALLY appeared before me, the undersigned authority in and for the above mentioned county and state, HELEN J. POLITZ, who after being duly sworn stated on their oath that the matters and things contained in the above and foregoing document are true and correct to their knowledge and belief.

Helen J. Politz  
HELEN J. POLITZ

SWORN TO AND SUBSCRIBED before me on this the 18 day of June, 2008.

Myron R. King  
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE  
MY COMMISSION EXPIRES: Apr 12, 2011  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

SEAL

CERTIFICATE OF SERVICE

I, KRISTOPHER W. CARTER, do hereby certify that I have this day forwarded via mail, first class postage prepaid, a true and correct copy of the above and foregoing document to the usual and regular mailing address of the following:

Laura Limerick Gibbes, Esquire  
Watkins, Ludlam, Winter & Stennis, P.A.  
Post Office Drawer 160  
Gulfport, MS 39502-0160

SO CERTIFIED on this the 17 day of June, 2008.

  
\_\_\_\_\_  
KRISTOPHER W. CARTER

DENHAM LAW FIRM  
424 Washington Avenue  
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Mississippi Bar No. 101963

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

**HELEN POLITZ**

**Plaintiff**

v.

**Civil Action No. 1:08-CV-00018-LTS-RHW**

**NATIONWIDE MUTUAL FIRE  
INSURANCE COMPANY, U.S. SMALL  
BUSINESS ADMINISTRATION, AND  
JOHN DOES 1 THROUGH 10**

**Defendants**

**PRETRIAL ORDER**

**1. A pretrial conference was held as follows:**

Date: May 18, 2009  
Time: 1:30 p.m.  
United States Courthouse at: Gulfport, Mississippi  
before the following judicial officer: The Honorable L.T. Senter, Jr.

**2. The following counsel appeared:**

**a. For the Plaintiffs:**

<u>Name</u>	<u>Address</u>	<u>Telephone No.</u>
Earl L. Denham	Denham Law Firm	(228) 875-1234
Kristopher W. Carter	424 Washington Avenue Post Office Drawer 580 Ocean Springs, Mississippi 39566-0580	

**b. For the Defendant:**

<u>Name</u>	<u>Address</u>	<u>Telephone No.</u>
Daniel F. Attridge, P.C.	Kirkland & Ellis LLP	(202) 879-5000
Elizabeth Locke	655 15th Street, N.W., Suite 1200 Washington, DC 20005	
H. Mitchell Cowan	Watkins, Ludlum, Winter & Stennis, P.A. 190 East Capitol Street, Suite 800 (39201) Post Office Box 427 Jackson, MS 39205	(601) 949-4900

**3. The pleadings are amended to conform to this pretrial order.**



**4. The following claims (including claims stated in the complaint, counter-claims, cross-claims, third-party claims, etc.) have been filed:**

Plaintiff Helen Politz alleges that she purchased a homeowners insurance policy from Nationwide Mutual Fire Insurance Company (“Nationwide”), insuring her residence located at 116 Winters Lane, in Long Beach Mississippi.

Plaintiff filed her lawsuit against Nationwide on January 17, 2008. In her Complaint, Plaintiff claims that “the insured residence and the personal contents therein were proximately and/or efficiently destroyed by the winds, rain, and wind-propelled objects of Hurricane Katrina.” (Jan. 17, 2008 Compl. ¶ 12, page 4 (Dkt. 1).) Plaintiff has asserted claims against Nationwide Mutual Fire Insurance Company for specific performance of insurance contract, indemnity, unjust enrichment/constructive trust, waiver and estoppel, and bad faith/fraud.

**5. The basis for the Court’s jurisdiction is:**

This action was originally commenced by Plaintiff on January 17, 2008, through the filing of a Complaint in this Court. Diversity of citizenship jurisdiction exists, pursuant to 28 U.S.C. §§ 1332 and 1441, because the amount in controversy exceeds \$75,000, exclusive of interest and costs, and the parties are of diverse citizenship.

**6. The following jurisdictional question(s) remain(s): [If none, enter “None”]**

None.

**7. The following motions remain pending [If none, enter “None”] [Note: Pending motions not noted here may be deemed moot]:**

By Plaintiffs:

[152] Response to [128] Daubert Motion to Exclude Opinions and Testimony of Rocco Calaci

[153] Plaintiff’s Response to Motion & Memorandum in Support of Motion to Strike Expert Report & Testimony of Wayne Hudson

[154] Plaintiff’s Response to Motion & Memorandum to Strike Expert Report and Testimony of Ted Biddy

[155] Plaintiff’s Response to [125] Motion for Judicial Estoppel

[157] Plaintiff's Motion for Estoppel

[177] Plaintiff's Reply to Nationwide's Response & Memorandum to Plaintiff's Motion for Estoppel

[257] Motion for Reconsideration and/or Clarification

[265] Response to Defendant's [258] Supplemental Motion for Summary Judgment and [259] Memorandum of Authorities in Support of Nationwide Mutual Insurance Company's Supplemental Motion for Summary Judgment

[269] Plaintiff's Reply to Nationwide's Response to Plaintiff's Motion for Clarification-Reconsideration

[271] Motion in Limine to Exclude Evidence, Testimony or Argument By Nationwide That Plaintiff's Property was Destroyed Solely By Excluded Flood Damage, or by any Other Excluded Peril

[272] Motion in Limine to Exclude Testimony or Evidence Relating to the Mississippi Development Authority Grant.

[273] Motion in Limine to Exclude Testimony or Evidence by Nationwide's Adjusters as to Causation or Valuation of Property

[274] Motion in Limine to Exclude Testimony or Evidence by Physicians Mace, Sieden, Eckholdt or Bernstein

[275] Motion in Limine to Exclude Testimony or Evidence by the Flood Adjusters and to Exclude the Flood Claim File in the Faulk Claim

[276] Motion in Limine to Exclude Nationwide's DX288 and DX289

[277] Motion to Stay Proceeding

By Defendant Nationwide Mutual Fire Insurance Company:

Nationwide's Daubert Motion To Exclude Testimony of Rocco Calaci Dec. 1, 2008 (Dkt. 128)

Nationwide's Daubert Motion To Exclude Testimony of Wayne Hudson Dec. 1, 2008 (Dkt. 130)

Nationwide's Daubert Motion To Exclude Testimony of Ted Bidy Dec. 2, 2008 (Dkt. 132)

Nationwide's Supplemental Motion For Summary Judgment April 7, 2009 (Dkt. 258)

Nationwide's Motion *in Limine* No. 1 to Exclude Evidence, Testimony or Argument That Plaintiff's Property Was Destroyed Solely By Wind (Dkt. 278).

Nationwide's Motion *in Limine* No. 2 to Exclude Testimony, Evidence, and Argument Regarding Claims Other Than Plaintiff's Claims Against Nationwide (Dkt. 279).

Nationwide's Motion *in Limine* No. 3 to Exclude Any and all Testimony, Evidence, and Argument Regarding Any Government Investigation of the Insurance Industry's Response to Hurricane Katrina (Dkt. 280).

Nationwide's Motion *in Limine* No. 4 to Exclude Evidence, Testimony or Argument Relating to Option K Coverage And Replacement Cost (Dkt. 281).

Nationwide's Motion *in Limine* No. 5 to Exclude Evidence, Testimony, or Argument Regarding Replacement Cost or Other Valuation Estimates for Plaintiff's Residence (Dkt. 282)

Nationwide's Motion *in Limine* No. 6 to Exclude Evidence, Testimony, or Argument Concerning Uncompensated "Additional Living Expenses" (Dkt 283).

Nationwide's Motion *in Limine* No. 7 to Exclude Evidence, Testimony, or Argument Concerning Debris Removal Coverages Or Expenditures (Dkt. 284).

Nationwide's Motion *in Limine* No. 8 to Exclude Evidence, Testimony, or Argument Relating to Mississippi Department of Insurance Bulletins and Related Correspondence (Dkt. 285).

Nationwide's Motion *in Limine* No. 9 to Exclude Evidence, Testimony, or Argument Regarding Defendant's Unsuccessful Motions (Dkt. 286).

Nationwide's Motion *in Limine* No. 10 to Preclude Plaintiff's Testimony, Argument, Evidence, and Opinion Regarding Alleged Emotional Distress (Dkt. 287).

Nationwide's Motion *in Limine* No. 11 to Exclude Evidence, Testimony, or Argument Regarding Alleged Third-Party Witnesses (Dkt. 288).

Nationwide's Motion *in Limine* No. 12 to Exclude Evidence, Testimony, or Argument that Pre-Contractual Conversations Expand Plaintiff's Policy Coverages (Dkt. 289).

Nationwide's Motion *in Limine* No. 13 to Preclude Plaintiff's Designation of Entire Depositions to be Admitted as Trial Evidence (Dkt.290).

Nationwide's Motion *in Limine* No. 14 to Exclude Evidence, Testimony, or Argument Regarding Settlement Discussions or Mediation Proceedings (Dkt. 291).

Nationwide's Motion for Trial in Separate Phases (Dkt. 292).

**8. The parties accept the following concise summaries of the ultimate facts as claimed by:**

**a. Plaintiffs:**

John and Helen Politz purchased from Nationwide Mutual Fire Insurance Company a Nationwide Homeowners Policy, policy number 63-23-HO164506, naming John and Jan Politz as the insureds. According to the Nationwide Mutual Fire Insurance Company policy declarations, the policy insured the dwelling located at 116 Winters Lane, Long Beach, Mississippi, for \$106,800.00; other structures for \$10,680.00; the personal property thereof for \$74,760.00; and loss of use up to \$21,360.00. The policy declarations included Replacement Cost Plus coverage under Option K for the dwelling and Extended Replacement Cost coverage under Option J on personal property. The policy also includes inflation protection. The policy covered accidental direct physical loss to the property. The Plaintiffs did not have a flood policy.

During the policy period, Plaintiffs' home and other structures and all of the contents were completely destroyed by Hurricane Katrina on August 29, 2005. Nothing but a slab remained. The house, other structures and contents are a total loss. This is what is commonly referred to in a Hurricane Katrina cases as a "slab case."

Following the hurricane, Helen Politz and John Politz, deceased timely submitted a claim for insurance coverage under their Homeowners policy with Nationwide. Nationwide loaned Plaintiffs \$3,000.00 on two occasions for a total of \$6,000.00 toward additional living expenses while Nationwide was investigating the loss.

On or about September 29, 2005, Nationwide's adjuster inspected the property and paid Plaintiffs \$500.00 for live tree debris removal and \$500.00 for refrigerated property. Nationwide withheld \$500.00 of this \$1,000.00 payment for the deductible. Over a period of several months, Plaintiffs repeatedly contacted Nationwide regarding the status of their claim and were advised Nationwide was conducting an investigation.

Nationwide hired HAS Engineers & Scientists to inspect the Plaintiff's residence. The HAS report prepared on November 29, 2005, admits "No structural analysis was performed on any portion of this structure to determine the load carrying capacity of the

structural systems or elements.” No wind damage whatsoever was assessed to the property in the report, even though maximum winds pounded the Mississippi Gulf Coast for hours prior to the storm surge reaching maximum height.

On January 10, 2006, Nationwide initially denied the claim in its entirety (other than the initial ALE loans). In this January 10, 2006, letter Steve Songe of Nationwide’s Claim Department wrote “a portion of your claim has been determined to be from a covered peril and portions have been determined to be from water or water-borne materials as defined in your policy. Unfortunately, your policy with Nationwide does not provide coverage for this cause of loss and we must deny that portion of your claim.”

In May of 2006, a Nationwide claim representative, Duane Collins wrote Plaintiffs and enclosed another check in the amount of \$500.00 recalculating the refrigerated property loss and applying the deductible. Plaintiffs spent more than a year trying to get Nationwide to reconsider.

Plaintiffs, in approximately April 2006, employed a meteorologist, Rocco Calaci, to provide a report on meteorological conditions during Hurricane Katrina. Mr. Calaci prepared a Preliminary Report setting forth his expert opinion as to the sequence of events during Hurricane Katrina in the vicinity of Plaintiffs’ home in Long Beach, Mississippi. Subsequently Mr. Calaci prepared his Final Report. Both reports were provided to Defendant. Mr. Calaci’s reports prove that Plaintiffs’ property sustained substantial winds from Hurricane Katrina prior to the onset of the storm surge.

In July of 2007, Nationwide’s claim representative, Nick Hatfield, wrote to Plaintiffs’ attorney and stated “we are enclosing a check for the amount of damages which we believe we owe at this time for damages caused during Hurricane Katrina.” Nationwide then made a partial payment for losses to the roof of Plaintiffs’ home of \$30,339.57. (\$30,839.57-\$500.00 deductible) Nationwide made no payments at all for contents. Nationwide’s payment constitutes an admission that Plaintiffs sustained wind damage from Hurricane Katrina of at least \$30,839.57.

Plaintiffs’ hired Ted L. Bidy, P.E., P.L.S. to perform an engineering analysis to determine the cause of the loss to their property. Mr. Bidy’s Forensic Engineering Study of Damages to Residence of John & Helen Politz at 116 Winters Lane, Long Beach, MS from Hurricane Katrina dated July 14, 2008, concluded that the root cause of the destruction of the Politz home was the early winds of Hurricane Katrina. Mr. Bidy’s opinion establishes the sequence of the storm and the effect of the winds from Hurricane Katrina on Plaintiffs’ residence prior to the advent of the storm surge.

Plaintiffs hired Wayne Hudson to provide his expert opinion as to the estimated costs to rebuild the Plaintiffs’ residence in Long Beach, Mississippi. Mr. Hudson has over 36 years experience in the construction industry and is licensed by the Mississippi State Board

of Contractors. Mr. Hudson's estimate to rebuild is \$253,100.00, although Mr. Hudson admits costs may increase over time.

Nationwide, through Charles Higley, its corporate representative and the storm manager presiding over the Politz claim, admitted it does not know what damage was caused exclusively by wind prior to the arrival of the storm surge. Mr. Higley repeatedly admitted Nationwide did not know the wind damage to the Politz residence. At the same time Nationwide admits, through Charles Higley, if a loss is caused by wind it is a covered loss.

Because of financial difficulties caused by the loss of their home and Nationwide's failure to compensate Plaintiffs for their losses, Mr. and Mrs. Politz did not reconstruct their home. Following Hurricane Katrina Plaintiffs rented a place to live for a while until they received a FEMA trailer in which they lived for approximately 6 months. Eventually Plaintiffs purchased another home incurring a mortgage while at the same time having to continue to pay the mortgage for the insured home completely obliterated by Hurricane Katrina. Plaintiffs eventually obtained a loan from the SBA combining the two mortgages into one because they could not afford two mortgages.

On April 22, 2008, Plaintiff John Politz passed away. John Politz was very ill prior to his death from Osteomyelitis. John Politz also suffered from claustrophobia. During the time John Politz lived in the FEMA trailer it was impossible for him to get comfortable due to the close quarters of living in a FEMA trailer. Due in part to their living conditions and financial hardship John Politz was depressed. It is clearly the fault of Nationwide and its failure to pay Plaintiffs' claim that Plaintiffs had to live like they did.

Mrs. Politz contends Nationwide's refusal to fully pay this claim contributed to her health problems. Helen Politz began having problems with her heart and has had heart surgery. She feels certain that the stress and anxiety from the loss of their home and Nationwide's failure to pay their claim has contributed to her health problems.

Although Nationwide did not cause John Politz's death, Nationwide by its failure to pay the Plaintiffs' claim and the resultant financial difficulties did cause both John Politz and Helen Politz emotional and mental distress.

If Nationwide had paid Plaintiffs' claim, the stress associated with the loss of their home would not have been anywhere near as stressful, depressing and difficult to deal with.

Nationwide has persisted in its assertion that the damage caused by Hurricane Katrina was not a covered loss, despite the clear evidence available to it, and its admitted inability to meet its burden of proof.

Mr. and Mrs. Politz have established that their insured property sustained wind damage during Hurricane Katrina. The Politzes have established a loss covered by the Nationwide Homeowners Policy, and they have complied with all conditions precedent to obtaining payment of benefits under the subject policy.

Plaintiffs have incurred thousands of dollars in litigation expenses and have suffered a significant amount of stress and mental anguish due to Nationwide's conduct. The Politzes have also been forced to hire attorneys to pursue their claim, for whose fees they will be, and have been, responsible.

Wind is a covered cause of loss under the subject Homeowners policy. The wind during Hurricane Katrina was sufficient in and of itself to cause the entire loss to the Plaintiffs' dwelling and personal property. It is undisputed that strong winds pounded the area of Plaintiffs' insured dwelling in the Long Beach, Mississippi area prior to any storm surge arriving. Only after the Plaintiffs' dwelling and contents therein were destroyed by the wind, the storm surge did reach the Plaintiffs' property. In this case the anti-concurrent language in the Nationwide Homeowners policy is not implicated at all because covered wind damages caused the loss.

**b. Defendant:**

Plaintiff Helen Politz owned a residence located at 116 Winters Lane, in Long Beach Mississippi, which is located approximately 190 yards from the Gulf of Mexico. (*See* Nov. 13, 2008 Deposition of Helen Politz at 40, 45-47; Nov. 7, 2008 Deposition of Ted Bidy at 154-55.) At the time of Hurricane Katrina, Plaintiff's property was insured through a standard HO-23-A Homeowners Policy issued by Nationwide, with policy number 63 23 HO 164506, with the following coverage limits (subject to the terms, conditions, limits, endorsements, and exclusions set forth in Plaintiff's policy): Coverage A-Dwelling: \$106,800; Coverage B-Other Structures: \$10,680; Coverage C-Personal Property: \$74,760; and Coverage D-Loss of Use: \$21,360. (*See* Oct. 10, 2006 Certified Copy of Nationwide Homeowners Policy 63 23 HO 164506 at NW-POL000442; Politz Dep. at 100.) Plaintiff's policy contained a \$500 deductible for claims with regard to all perils. (*See* Certified Policy at NW-POL000442) Although Plaintiff's policy includes replacement cost coverage to rebuild her home, Plaintiff has not rebuilt the structure.

Plaintiff's Homeowners Policy contains a standard flood exclusion that was approved by the Mississippi Department of Insurance. (Certified Policy at NW-POL000456; Politz Dep. at 102-103.) Similar flood exclusions have been used by Nationwide and other insurance carriers in Mississippi for several decades. The policy's flood exclusion provides that a loss due to "water or damage caused by water-borne material" such as that from "flood, surface water, waves, [or] tidal waves" is not covered by the homeowners policy, "even if another peril or event contributed concurrently or in any sequence to cause the loss." (Certified Policy at NW-POL000456; Politz Dep. at 102-103.) Nationwide's water damage

exclusion has been reviewed and approved for use in Mississippi by the State's Department of Insurance, which is prohibited by state law from approving any policy that contains "inconsistent, ambiguous or misleading clauses or exceptions." Miss. Code Ann. § 83-2-11(1)(b); *Leonard v. Nationwide Mut. Ins. Co.*, 499 F.3d 419, 435 (5th Cir. 2007), *cert. denied*, 128 S. Ct. 1893 (2008).

"Commonly referred to as an 'anticoncurrent-causation clause,' or 'ACC clause,' this prefatory language denies coverage whenever an excluded peril and a covered peril combine to damage a dwelling or personal property." *Leonard*, 499 F.3d at 425. "The clause unambiguously excludes coverage for water damage 'even if another peril' – e.g., wind – 'contributed concurrently or in any sequence to cause the loss.' The plain language of the policy leaves ... no interpretive leeway to conclude that recovery can be obtained for wind damage that 'occurred concurrently or in sequence with the excluded water damage.'" *Id.* at 430. There are "three discrete categories of damage at issue in this litigation: (1) damage caused exclusively by wind; (2) damage caused exclusively by water; and (3) damage caused by wind 'concurrently or in any sequence' with water. The classic example of such a concurrent wind-water peril is the storm-surge flooding that follows on the heels of a hurricane's landfall. The only species of damage covered under the policy is damage caused *exclusively* by wind. But if wind and water synergistically caused the *same* damage, such damage is excluded." *Id.* (emphasis in original).

Plaintiff understood at the time she purchased her homeowners insurance that it did not cover flooding. (*See* Politz Dep. at 75.) Additionally, at the time Plaintiff purchased her homeowners insurance, her local Nationwide agent, John French, offered Plaintiff flood insurance, which she declined to purchase. (*See id.* at 79-80; Dec. 2, 2008 Deposition of Brian Philips at 134.)

When Hurricane Katrina made landfall on August 29, 2005, the storm moved tidal waters from the Gulf of Mexico on shore, and these waters flooded the Politz property. Plaintiff's house was inundated with water as high as 15 feet above sea level, placing approximately 10 feet of storm surge above the first floor of the residence, with waves as high as four feet superimposed on that level. (*See* July 14, 2008 Ted Bidy Forensic Eng'g Study of Damages Report § 1 at 5 (estimating that there was 9.2 feet of storm surge above the ground level of the property); Sept. 10, 2008 KKAI Meteorology Analysis of Hurricane Katrina Wind & Storm Tide Report at 12 (estimating storm surge reached approximately 10 feet above the first floor elevation of the Politz residence with an additional four feet of wave action superimposed); Politz Dep. at 105 (agreeing that storm surge flooding reached her property during Hurricane Katrina).) The inundation of Plaintiff's property "was caused by a concurrently caused peril, i.e., a tidal wave, or storm surge—essentially a massive wall of water—pushed ashore by Hurricane Katrina's winds." *Leonard*, 499 F.3d at 425.



Plaintiff's property was damaged by storm surge from Hurricane Katrina, with nothing remaining except its slab foundation and debris from Plaintiff's dwelling. Plaintiff reported her loss to Nationwide on September 2, 2005, and made a claim for coverage under her homeowners insurance policy. (See June 15, 2007 All Activity Logs at NW-POL000348-49; Politz Dep. at 132.) After Plaintiff reported her claim under her homeowners policy, Nationwide contacted Plaintiff and performed an initial investigation of the claim, including a site visit to Plaintiff's property on September 21, 2005. (See All Activity Logs at NW-POL000343-44; see also Oct. 1, 2005 Nationwide Adjustment at NW-POL000175-77; Philips Dep. at 112.) Pending the resolution of Plaintiff's claim, Nationwide issued an Additional Living Expense (ALE) advance payment of \$3,000 to Plaintiff on September 8, 2005, and an additional ALE payment of \$3,000 on November 9, 2005. (All Activity Logs at NW-POL000339, 347; Sept. 8, 2005 Claim Check Copy No. 91-000278744; Nov. 9, 2005 Claim Check Copy No. 91-000102180; H. Politz Dep. at 137, 155-56.) Nationwide also paid Plaintiff \$500 for live tree debris removal and \$500 for food spoilage. (See Oct. 1, 2005 Claim Check Copy No. 91-000102113; May 2, 2006 Claim Check Copy No. 77-000110056; Politz Dep. at 150-52, 168-69.)

On October 1, 2005, relying on the adjuster's report, photographs taken by the adjuster, as well as the flood exclusion and anti-concurrent causation language in Plaintiff's policy, Nationwide sent Plaintiff a Reservation of Rights letter indicating that "[t]he reported facts give rise to some potential coverage questions" under Plaintiff's policy with Nationwide, which "concern the possibility of flood or surge damages having occurred to your real and/or personal property insured under the [Nationwide] Policy." (Oct. 1, 2005 Nationwide Reservation of Rights Letter at NW-POL000103.) Nationwide's Reservation of Rights letter specifically recited the flood exclusion and anti-concurrent causation language in Plaintiff's policy, which the Fifth Circuit recently upheld as clear and unambiguous. (See *id.*); *Leonard*, 499 F.3d at 430 (holding the anti-concurrent causation clause "unambiguously excludes coverage for water damage 'even if another peril'—e.g. wind—'contributed concurrently or in any sequence to cause the loss'" and that "if wind and water synergistically caused the *same* damage, such damage is excluded") (emphasis in original); see also *Broussard v. State Farm Fire & Cas. Co.*, 523 F.3d 618, 627-28 (5th Cir. 2008); *Legacy Condos, Inc. v. Landmark Am. Ins. Co.*, No. 1:06CV1108-KS-MTP, 2008 WL 80373, at \*3-4 (S.D. Miss. Jan. 4, 2008) (granting summary judgment on punitive damages claim to insurer in Hurricane Katrina case and discussing the *Leonard* decision upholding Nationwide's anti-concurrent causation clause). Nationwide reserved its rights to deny coverage for Plaintiff's claim at a time when anti-concurrent cause provisions like the one in Plaintiff's policy had been upheld by Mississippi courts. See *Leonard*, 499 F.3d at 433-434 (discussing *Boteler v. State Farm Cas. Ins. Co.*, 876 So. 2d 1067, 1070 (Miss. Ct. App. 2004) and *Rhoden v. State Farm Fire & Cas. Co.*, 32 F. Supp. 2d 907, 910-13 (S.D. Miss. 1998), *aff'd*, 200 F.3d 815 (5th Cir. 1999)).

Because Plaintiff's property suffered severe damage as a result of Hurricane Katrina that appeared to have been caused by storm surge flooding, Nationwide retained an engineering firm to assess the cause of damage to Plaintiff's property. (*See* All Activity Logs at NW-POL000343 (noting that on Sept. 29, 2005, Nationwide "called HSA for insp[ection] ... to determine wave action v. wind".)) On October 17, 2005, an engineer from HSA Engineers & Scientists physically inspected Plaintiff's property, reviewed photographs of Plaintiff's residence after Hurricane Katrina, and began preparing a damage assessment report to Nationwide based on this investigation, which was ultimately completed and submitted to Nationwide on November 29, 2005. (*See* Nov. 29, 2005 HSA Engineers & Scientists / Conestoga-Rovers & Assocs. Reported Damages to the Politz Residence.) The HSA Report concluded that "[t]he referenced structure was razed by a combination of forces that consisted primarily of hurricane induced storm surge, wind-driven waves, and the impact of floating debris." (*See id.* at NW-POL000286.) In support of this conclusion, the HSA Report included photographs of Plaintiff's slab foundation as it appeared after Hurricane Katrina, FEMA tidal surge data confirming that it was very likely that there was a significant amount of flood water above the first floor elevation of Plaintiff's dwelling, and other evidence showing the proximity of Plaintiff's property to the Gulf of Mexico. (*See id.* at NW-POL000288-292.)

On January 10, 2006, relying on information available to Nationwide—including the adjuster and engineering investigations and reports—as well as the flood exclusion and anti-concurrent causation language in Plaintiff's policy, Nationwide concluded that a portion of Plaintiff's claim has "been determined to be from water or water-borne material as defined in [her] policy." (Jan. 10, 2006 Partial Denial Letter; *see* All Activity Logs at NW-POL000330.) A determination by the City of Long Beach about the damage to Plaintiff's property supports Nationwide's conclusion, as the local government inspected Plaintiff's property and issued a damage report notification letter on January 11, 2007. The City concluded that Plaintiff's "structure located at 116 Winters Lane, Long Beach, MS, parcel number 0612F-02-016.013, received damages exceeding 50% of its pre-damage value from the devastating flooding effects of Hurricane Katrina on Monday, August 29, 2005." (*See* Jan. 11, 2007 City of Long Beach Letter to John and Helen Politz.)

In January 2007, Plaintiff reviewed, signed, and submitted a Flood Elevation Grant Program Application with the Mississippi Development Authority ("MDA") that included as an eligibility criteria that Plaintiff's "home received flood damage as a result of Hurricane Katrina." (Jan. 11, 2007 MDA Flood Elevation Grant Program Application; Politz Dep. at 199-202.) Plaintiff also signed the "Applicant Acknowledgements" in which she certified under penalty of prosecution for fraud that the information contained on her grant application was true and may be relied on to provide grant proceeds:

Applicant asserts and certifies that all the information on this application and any attachments are true to the best of applicant's knowledge and may be relied upon to provide disaster assistance. All

damages claimed are a direct result of the declared disaster. Applicant understands that he/she could lose benefits and could be prosecuted by Federal, State and local authorities for making false, misleading and/or incomplete statements.

(April 19, 2006 Miss. Homeowner Assistance Program, Applicant Acknowledgements of Helen Politz; Politz Dep. at 205-206 (acknowledging signing certification as detailed above in order to receive MDA grant money).) Additionally, Plaintiff signed a separate “Grant Agreement” that contained a “Fraud Acknowledgement.” (See Oct. 10, 2006 MDA Letter with Oct. 14, 2006 Grant Agreement at 000015-16.) In signing the Grant Agreement, Plaintiff “assert[ed] and certifie[d] and reaffirm[ed] that all information on the application, documents provided and closing documents are true to the best of my knowledge and [Plaintiff] acknowledge[d] that such have been relied on by MDA to provide disaster assistance,” and acknowledged that she could be prosecuted for fraud for “making or filing false, misleading and/or incomplete statements and/or documents.” (*Id.* at 000016.) Based on the information and representations made in her flood-grant application and other grant-related documents, Plaintiff received the maximum MDA grant award of \$150,000. (See *id.* at Closing To Do List at 000005; Politz Dep. at 207.) In light of this acceptance of MDA grant money, Nationwide has filed its November 26, 2008 Motion for Estoppel to Exclude Evidence, Argument or Testimony That Plaintiff’s Property Was Damage Solely By Wind (Dkt. 125).

On July 17, 2007, Nationwide made a voluntary payment to Plaintiff of an additional \$30,339.57 for damage to the Politz residence. (See July 17, 2007 Nationwide Adjustment; July 17, 2007 Claim Check Copy No. 77-000208629; Jan. 23, 2008 Select Activities Log at NW-POL00007-08; Politz Dep. 170-172.) As fully explained in Nationwide’s Jan. 26, 2009 Memorandum of Authorities in Opposition to Plaintiff’s Motion for Estoppel (Dkt. 168), Nationwide’s decision in July 2007 to issue Plaintiff a voluntary payment of \$30,339.57 was not a repudiation of its initial adjustment of Plaintiff’s claim or its determination of its coverage obligations for that claim. Rather, Nationwide made this payment as part of a well-publicized effort for Nationwide and its insureds to move past Hurricane Katrina. Nationwide made a business decision to re-evaluate pending claims and potentially settle pending lawsuits, as a result of this Court’s decision in *Leonard*, 438 F. Supp. 2d 684, 693, which held that the anti-concurrent causation language in the Homeowners Policy was ambiguous and unenforceable. (See June 27, 2007 Nationwide Pays Additional \$25 Million in Katrina Slab Claim Reevaluations, available at <http://www.mid.state.ms.us/katrina/stormprepared07.htm>; Oct. 28, 2008 Deposition of Charles Higley at 157-158.) Plaintiff, however, refused to accept this voluntary payment. (See Politz Dep. at 170-172.) Then, on December 4, 2008, Plaintiff requested that Nationwide reissue its voluntary payment because the original check had expired. After providing Nationwide with the original check on February 3, 2009, Nationwide reissued its voluntary payment for \$30,339.57 on February 10, 2009. (Feb. 10, 2009 C. Higley Letter to K. Carter at NW-POL003484 - 3485; Jan. 16, 2009 Nationwide Check No. 009135225 at NW-POL003486.)

Before filing this action and during the course of litigation, Nationwide and Plaintiff engaged in various settlement discussions and mediation in connection with this dispute. Nevertheless, these discussions have been unsuccessful in reaching a resolution of Plaintiff's dispute.

**9. a. The following facts are established by the pleadings, by stipulation, or by admission:**

Plaintiff Helen Politz purchased a homeowners insurance policy from Nationwide Mutual Fire Insurance Company ("Nationwide"), insuring her residence located at 116 Winters Lane, Long Beach, Mississippi. At the time of the hurricane, Plaintiff's residence was insured under Nationwide's standard homeowner's policy, HO-23-A, with policy number 63 23 HO 164506. (*See* Certified Policy (Pl.'s Ex. P-01 and DX 1).) The policy insured the residence for \$106,800; other structures for \$10,680; contents of the residence for \$74,760; and provided a loss of use/living expense allowance of \$21,360. Plaintiff's policy provided coverage for the term January 8, 2005 to January 8, 2006. (*See* Dec. 8, 2004 Homeowner Policy Declaration (P-01 and DX 1 at NW-POL000442).)

At the time of Hurricane Katrina, Plaintiff's dwelling had an actual cash value that equaled or exceeded \$106,800. Additionally, Plaintiff had no other structures on her property.

Plaintiff's dwelling was damaged by Hurricane Katrina on August 29, 2005. Further, during Hurricane Katrina, a storm surge of at least 9.2 feet reached above the ground level at the Politz property. (*See* July 14, 2008 Ted Bidy Forensic Eng'g Study of Damages Report § 1 at 5 (estimating that there was 9.2 feet of storm surge above the ground level of the property).)

**b. The contested issues of fact are as follows:**

**Plaintiff:**

The extent of damages to Plaintiff's property.

The cause of damages to Plaintiff's property.

The amount of wind damages to the Plaintiff's home and other property as a result of Hurricane Katrina.

Whether Plaintiff's wind damages from Hurricane Katrina were in excess of the limits of the Nationwide Mutual Fire Insurance Company policy.

Whether Plaintiff is entitled to full payment for their losses under the Nationwide Mutual Fire Insurance Company policy.

Whether Nationwide's denial of Plaintiff's claim was clearly contrary to the subject Nationwidehomeowners insurance policy and/or Mississippi law.

Whether Plaintiff is entitled to specific performance of the insurance contract.

Whether Plaintiff is entitled to indemnity from Nationwide Mutual Fire Insurance Company.

Whether Nationwide Mutual Fire Insurance Company has been unjustly enriched by its failure to pay Plaintiffs full policy limits.

Whether Nationwide Mutual Fire Insurance Company failed to conduct a prompt, reasonable and diligent investigation of Plaintiff's claim.

Whether Nationwide Mutual Fire Insurance Company's delay in partially paying Plaintiff's claim caused Plaintiff's damages and, if so, the amount of such damages.

Whether Nationwide Mutual Fire Insurance Company wrongfully characterized a large part of Plaintiff's damages as "flood or storm surge" in order to avoid paying Plaintiffs' claim.

Whether Nationwide Mutual Fire Insurance Company has met and can meet its burden of proof.

Whether Nationwide Mutual Fire Insurance Company refused to consider evidence proving the extent of wind and rain damage to Plaintiffs' property.

Whether Nationwide Mutual Fire Insurance Company ignored the evidence as to the cause of the destruction of Plaintiff's property.

Whether Nationwide Mutual Fire Insurance Company denied adequate payment under the subject policy to Plaintiff in bad faith.

Whether Nationwide Mutual Fire Insurance Company acted with gross negligence, malice and/or reckless disregard for the Plaintiff's rights.

Whether Nationwide Mutual Fire Insurance Company's decision to deny full coverage to Plaintiff for Hurricane Katrina damage to her property was in bad faith.

Whether Nationwide Mutual Fire Insurance Company made a denial of full coverage for Plaintiff's claim, using the dearth of factual evidence resulting from its own purposeful lack of adequate investigation and willful blindness to the facts in order to keep it from having to pay what it clearly owed Plaintiff.

Whether Plaintiff is entitled to declaratory relief as to the rights and obligations of the parties under the subject policy.

Whether Plaintiff is entitled to full insurance coverage under the subject policy for the damage to her insured residence and property as a result of Hurricane Katrina.

Whether Nationwide Mutual Fire Insurance Company reasonably based its decision on the available evidence.

Whether Plaintiff is entitled to recover her losses for personal contents and, if so, in what amount.

Whether Plaintiff is entitled to recover for additional living expenses and, if so, in what amount.

Whether Plaintiff is entitled to recover for other monies she should have been paid under the subject policy and, if so, in what amount.

Whether Plaintiff is entitled to consequential and incidental damages from Nationwide Mutual Fire Insurance Company and, if so, in what amount.

Whether Plaintiff is entitled to recover damages for pain and suffering, emotional distress, mental anguish and loss of enjoyment of life from Nationwide Mutual Fire Insurance Company and, if so, in what amount.

Whether Plaintiff is entitled to recover for funds she has expended on experts in this litigation and, if so, in what amount.

Whether Plaintiff is entitled to recover for pre-judgment interest and post-judgment interest and, if so, in what amount.

Whether Plaintiff is entitled to recover for costs of this litigation and, if so, in what amount.

Whether Plaintiff is entitled to recover for attorneys' fees associated with this litigation and, if so, in what amount.

Whether Plaintiff is entitled to recover punitive damages and, if so, in what amount.

Whether Plaintiff is entitled to recover exemplary damages and, if so, in what amount.

Whether Plaintiff is entitled to recover extra-contractual damages and, if so, in what amount.

Whether Plaintiff is entitled to recover interest and, if so, in what amount.

Potentially contested issues of fact as claimed by Defendants.

Any questions of fact implicit in questions of law regarding Plaintiff's Hurricane Katrina losses.

Any questions of fact implicit in questions of law regarding facts, damages and liability associated with this cause.

Whether the policy covered accidental direct physical loss to the property, including but not limited to loss from wind and rain, and other coverage as outlined in the policy for covered losses.

Whether Plaintiff's home, other structures, and personal property suffered damages from wind and rain due to Hurricane Katrina.

Whether Nationwide Mutual Fire Insurance Company has admitted that covered wind damage occurred to Plaintiff's insured property.

Whether Nationwide Mutual Fire Insurance Company had a duty to promptly pay Plaintiff's claims for perils covered under the subject policy.

Whether Nationwide Mutual Fire Insurance Company had a duty to undertake a prompt and reasonable investigation into Plaintiff's claim and to base its decision on the evidence.

Whether Nationwide Mutual Fire Insurance Company has admitted that Plaintiff suffered at least \$30, 839.57, in damage to her dwelling and other structures from wind.

Whether Nationwide Mutual Fire Insurance Company had, and continues to have, a continuing duty to reevaluate Plaintiff's claims; and that duty does not cease to exist simply because Plaintiff filed a lawsuit.

**Defendant:**

The extent to which Plaintiff's property suffered flood damage from Hurricane Katrina that was excluded from coverage under her homeowners insurance policy.

The extent to which Plaintiff's property suffered wind damage from Hurricane Katrina.

The extent to which Plaintiff's property suffered wind damage concurrently or in any sequence with flood damage from Hurricane Katrina.

Whether, and, if so, to what extent, Plaintiff has incurred any "additional living expenses" for which she has not already been compensated by Nationwide.

Whether, and, if so, to what extent, Plaintiff has suffered any damage for which Nationwide is responsible and for which she has not already been compensated by Nationwide.

Whether, after Nationwide's voluntary payments to Plaintiff of \$30,339.57, the Plaintiff has been fully compensated for the wind damage her property sustained during Hurricane Katrina.

Whether Nationwide had a legitimate or arguable reason for partially denying Plaintiff's claim.

Whether Nationwide acted with actual malice, gross negligence, or reckless disregard in partially denying Plaintiff's claim.

Whether Plaintiff has suffered any non-contractual damages as a result of Nationwide's partial denial of her claim.

Nationwide has included contested issues of fact that may be unnecessary and/or irrelevant to the resolution of this case depending on the Court's rulings on the pending motions. Nationwide reserves the right to change such contested issues of fact following the Court's resolution of those motions.

**c. The contested issues of law are as follows:**

**Plaintiffs:**

- (1) All issues of law raised in the Plaintiffs' Complaint.
- (2) All issues of law that are mixed issues of law and fact implicit in the preceding contested issues of fact.
- (3) All issues of law raised by the Defendant.



(4) Evidentiary questions that have or may be presented to the Court.

**Defendant:**

Whether Plaintiff's claim for loss from Hurricane Katrina was properly adjusted under her homeowners insurance policy.

Whether, and, if so, to what extent, the damage to Plaintiff's property caused by wind concurrently or in any sequence with damage caused by flooding from Hurricane Katrina is excluded under Plaintiff's homeowners insurance policy.

Whether Plaintiff is entitled to any monetary or other relief.

Whether Nationwide had a legitimate or arguable reason for partially denying Plaintiff's claim.

Whether Nationwide acted with actual malice, gross negligence, or reckless disregard in partially denying Plaintiff's claim.

Whether Plaintiff has suffered any non-contractual damages as a result of Nationwide's partial denial of her claim.

Nationwide has included contested issues of law that may be unnecessary and/or irrelevant to the resolution of this case depending on the Court's rulings on the pending motions. Nationwide reserves the right to change such contested issues of law following the Court's resolution of those motions.

**10. The following is a list and brief description of all exhibits (except exhibits to be used for impeachment purposes only) to be offered in evidence by the parties. Each exhibit has been marked for identification and examined by counsel.**

**a. To be offered by Plaintiff (with Defendant's objections thereto):**

Number	Description	Bates No.	Sponsor	ID/ Evid.	Objections
P-1	Certified copy of Homeowners Policy and Declaration Sheet See Exhibit "A" to Complaint - 10/10/06	Politz 1-40			Foundation
P-2	Copy of the Nationwide Loan Receipts with payment summary See Exhibit "B" to Complaint 9/8/05 and 11/16/05	Politz 41-43			Foundation, Relevance
P-3	Nationwide adjuster Brian Phillips' letter and summary for inspection of Plaintiffs' property performed on or about September	Politz 44-48			Foundation

	29, 2005 See Exhibit "C" to Complaint			
P-4	October 1, 2005, letter from Bryan Phillips Nationwide's representative to Plaintiffs See Exhibit "D" to Complaint	Politz 49-50		Foundation
P-5	November 29, 2005, HAS/Conestoga- Rovers & Associates report for its October 17, 2005, investigation See Exhibit "E" to Complaint	Politz 51-61		Foundation
P-6	January 10, 2006, Steve Songe Nationwide representative's letter to Plaintiffs See Exhibit "F" to Complaint	Politz 62-63		Foundation
P-7	May 2, 2006, Nationwide's letter to Plaintiffs with 3/31/06 estimate and copy of check See Exhibit "H" to Complaint	Politz 65-80		Foundation; Includes Multiple Documents
P-8	October 8, 2006, Nationwide's letter to Plaintiffs' counsel See Exhibit "J" to Complaint	Politz 83		Foundation
P-9	December 14, 2006, Plaintiffs' counsel's letter to Nationwide with Calaci preliminary report See Exhibit "K" to Complaint	Politz 84-97		Hearsay; <i>Daubert</i> Motion; Relevance; R403; Foundation; Includes Multiple Documents
P-10	January 24, 2007, Nationwide's letter to Plaintiffs' counsel See Exhibit "L" to Complaint	Politz 98		Foundation
P-11	April 12, 2007, Plaintiffs' counsel's letter to Nationwide See Exhibit "N" to Complaint	Politz 100		Hearsay; Relevance; Foundation
P-12	April 18, 2007, Nationwide's letter to Plaintiffs' counsel See Exhibit "O" to Complaint	Politz 101-102		Foundation
P-13	April 26, 2007, Nationwide claim representative Martin Gatte's estimate prepared March 15, 2007 See Exhibit "P" to Complaint	Politz 105-123		Foundation
P-14	July 17, 2007, Nationwide estimate See Exhibit "R" to Complaint	Politz 125-143		Foundation
P-15	July 19, 2007, Nationwide Claims Representative Nick Hatfield letter to Plaintiffs' counsel See Exhibit "S" to Complaint.	Politz 144		Foundation; MIL #14
P-16	Nationwide Property Loss Report Form NW-POL000555 to NW-POL000560 August 31, 2005 (See also Exhibit 4 to Deposition of Charles Higley, and Exhibit 9 to Deposition of Brian Phillips.)	NW 555-560		Foundation
P-17	Nationwide estimate Summary for Wind	NW		Foundation

	NW-POL000175 to NW-POL000177 10-1-2005 (See also Exhibit 3 to Deposition of Brian Phillips.)	175- 177			
P-18	Nationwide Sketch Addendum NW-POL000178 to NW-POL000182 (See also Exhibit 4 to Deposition of Brian Phillips.)	NW 178 - 182			Relevance; Foundation
P-19	Nationwide Cost Estimate NW-POL000185 (See also Exhibit 5 to Deposition of Brian Phillips.)	NW 185			Foundation
P-20	Nationwide General Policy Information NW-POL000186 to NW-POL000187 (See also Exhibit 6 to Deposition of Brian Phillips.)	NW 186 - 187			Relevance; Foundation
P-21	Nationwide "All Activity Logs" NW-POL 000301-000349 (See also Exhibit 8 to Deposition of Brian Phillips.)	NW 301 - 349			Hearsay; Relevance; Foundation; Incomplete Document
P-22	Nationwide's After Katrina Photographs NW-POL000523 NW-POL000533-000554 NW-POL000561-000573  (See also Exhibit 10 to Deposition of Brian Phillips photographs NW-POL 000561-000573.)	NW 522- 523; 533- 554; 561-573			Foundation
P-23	Google map of location of Plaintiffs' residence				Foundation
P-24	150-180 Photographs of Plaintiffs' home and surrounding area <b>after</b> Hurricane Katrina.	Politz 150-180 and 185-190			Foundation
P-25	181-184 Photographs of Plaintiffs' home <b>before</b> Hurricane Katrina.	Politz 181-184			Foundation
P-26	J. Daniel Schroeder - Appraisal Report dated May 21, 2003	Politz 245-258			Hearsay; Relevance; R403; Foundation; MIL #5
P-27	Lease agreement Andy's Mini Warehouses	Politz 1193			Hearsay; Relevance; Foundation; MIL #7
P-28	Copies of receipts, checks and invoices for replacement of personal property for John Politz and Helen Politz	Politz 479-521			Hearsay; Relevance; Foundation

P-29	Plaintiffs' personal property inventory (List of Contents)	Politz 1195-1206		Hearsay; Relevance; Foundation
P-30	Plaintiff's receipts for expenses for debris removal	Politz 534-537		Hearsay; Relevance; Foundation; MIL #7
P-31a P-31b P-31c	Plaintiffs' receipts, credit card statements, invoices and other documents for expenses of loss of use and additional living expenses P-31a – Bates 538-712 P-31b – Bates 728-1020 P-31c – Bates 1021 - 1192	Politz 538-712, 728-1192		Hearsay; Relevance; Foundation; MIL #6
P-32	Documents evidencing debt for purchase of Plaintiff's home located at 13446 Huntington Circle, Gulfport, MS 39503	Politz 727		Hearsay; Relevance; Foundation
P-33	Mississippi Windstorm photos of Faulk home before Hurricane Katrina	Politz 1224		Relevance; Foundation
P-34	Mississippi Windstorm photos of Faulk home after Hurricane Katrina	Politz 1254-1258		Relevance; Foundation;
P-35	LRC Services, Rocco Calaci (meteorologist) Final Report for Politz, 116 Winters Lane, Long Beach	Politz 259 – 279		<i>Daubert</i> Motion; Hearsay; Relevance; R403; Foundation; MIL #1
P-36	DMD Services, Rocco Calaci (meteorologist) Preliminary Report (See also Politz 191-202)	NW 494 – 505		<i>Daubert</i> Motion; Hearsay; Relevance; R403; Foundation; MIL #1
P-37	Mr. Calaci's curriculum vitae	Politz 280-283		<i>Daubert</i> Motion; Hearsay; Relevance; R403; Foundation; MIL #1
P-38	DMD Services, Rocco Calaci (meteorologist) CD enclosing supporting data.  Plaintiffs may introduce excerpts from Mr. Calaci's CD as incidental, pertinent and demonstrative of Mr. Calaci's testimony.	Politz 211		<i>Daubert</i> Motion; Hearsay; Relevance; R403; Foundation; MIL #1
P-39	Wayne Hudson report	Politz 284-285		<i>Daubert</i> Motion; Hearsay; Relevance; R403; Foundation; MIL #5
P-40	Wayne Hudson invoice	Politz 286		Hearsay; Relevance; R403; Foundation; MIL #5
P-41	Wayne Hudson Qualifications/resume	Politz 287		<i>Daubert</i> Motion; Hearsay; Relevance; R403; Foundation; MIL #5

P-42	Ted L. Bidly, P.E., P.L.S. invoice	Politz 301		<i>Daubert</i> Motion; Hearsay; Relevance; R403; Foundation; MIL #1; MIL #5
P-43	Forensic Engineering Study of Damages to Residence of John and Helen Politz at 116 Winters Lane, Long Beach, MS 39560 from Hurricane Katrina, prepared by Ted L. Bidly, P.E., P.L.S	Politz 302-478		<i>Daubert</i> Motion; Hearsay; Relevance; R403; Foundation; MIL #1; MIL #5
P-44	Civil and Forensic Engineering, Investigations, Studies, Reports for Ted L. Bidly – curriculum vitae	Politz 719-724		<i>Daubert</i> Motion; Hearsay; Relevance; R403; Foundation; MIL #1; MIL #5
P-45	Kevin Taylor - Plum Homes, Inc. letter to Edward Lee costs for reconstruction produced by Ted L. Bidly	Politz 725		<i>Daubert</i> Motion; Hearsay; Relevance; R403; Foundation; MIL #1; MIL #5
P-46	Letter from Carl Hamilton to Ted Bidly – costs for reconstruction	Politz 726		<i>Daubert</i> Motion; Hearsay; Relevance; R403; Foundation; MIL #1; MIL #5
P-47	Mississippi Windstorm – adjuster Chance Brandt FARA Property Settlement report for Faulk	Politz 1259- 1275		Relevance; R403; Foundation; MIL #2
P-48	Nationwide Recap of ALE and HOSUP	NW 192		Foundation
P-49	Nationwide Claim Check Copy for 9-8-2005	NW 200 – 201		Foundation
P-50	Nationwide Claim Check Copy for 10-1-2005	NW 202 – 203		Foundation
P-51	Nationwide Claim Check Copy for 11-9-2005	NW 204 – 205		Foundation
P-52	Nationwide Claim Check Copy for 5-2-2006	NW 430 – 431		Foundation
P-53	Ms Windstorm – Entrekin hand-written statement	Politz 1242		Hearsay; Relevance; R403; Foundation; MIL #11
P-54	MS Windstorm – Campbell hand-written statement	Politz 1243 - 1246		Hearsay; Relevance; R403; Foundation; MIL #11
P-55	MS Windstorm – Miguez hand-written statement	Politz 1247		Hearsay; Relevance; R403; Foundation; MIL #11
P-56	Plaintiff's Proof of Loss with list of damaged personal property			Hearsay; Relevance; Foundation

P-57	Plaintiff's Affidavit of Additional Living Expenses with list			Hearsay; Relevance; Foundation; MIL #6
P-58	FARA Catastrophe Services Subpoena documents Faulk Flood File Photographs			Relevance; R403; Foundation; MIL #2
P-59	Plaintiff's attorney's February 25, 2009 letter to Locke with enclosures to the letter	Politz-1284-1306		Hearsay; Relevance; Foundation; Includes Multiple Documents; MIL #14
P-60	Charles A. Higley February 10, 2009, letter to Plaintiff's attorney with check	NW 3484-3486		Foundation; Includes Multiple Documents; MIL #14
P-61	All Activity Logs -POL003435-3483 (See Exhibit 3 to Deposition of John Woods)	NW 3435-3483		Foundation; Incomplete document
P-62	Guidelines for handling wind-policy claims involving potential flood damages (See Exhibit 2 to Deposition of John Woods)	NW 2387-2388		Relevance; R403; Foundation
P-63	Wind vs. Flood Q and A's for Alabama and Mississippi commercial lines (See Exhibit 2 to Deposition of John Woods)	NW 2389-2390		Relevance; R403; Foundation;
P-64	Claim review process for team leads losses on policies that have damages from flood this applies only to CAT losses in Mississippi and Alabama (See Exhibit 2 to Deposition of John Woods)	NW 2391-2393		Relevance; R403; Foundation;
P-65	Coverage opinion requests to office of general counsel claims practice group attorney 9/10/05 (See Exhibit 2 to Deposition of John Woods)	NW - 2394		Relevance; R403; Foundation;
P-66	Wind vs. Flood Q & A's for Alabama and Mississippi personal lines (See Exhibit 2 to Deposition of John Woods)	NW 2395-2396		Relevance; R403; Foundation;
P-67	Personal lines loss to building interior and contents by wind driven rain Alabama and Mississippi 9/6/05 (See Exhibit 2 to Deposition of John Woods)	NW-2397		Relevance; R403; Foundation;
P-68	Mississippi Wind Excluded policies with endorsements for hurricane coverage (See Exhibit 2 to Deposition of John Woods)	NW 2398-2399		Relevance; R403; Foundation;
	Any document or thing identified or referred to in Plaintiffs' expert reports.			<i>Daubert</i> Motions; Hearsay; Relevance; Foundation; MIL #1; MIL #5 (Nationwide reserves the right to interpose additional objections to specific documents or things Plaintiff attempts to introduce into

	Any exhibits listed by the Defendant (by so listing, the Plaintiffs do not waive any objection they may have to any of the Defendant's exhibits).			evidence) Foundation (Nationwide reserves the right to interpose additional objections to specific documents or things Plaintiff attempts to introduce into evidence)
	The Plaintiffs reserve the right to offer any exhibit identified in or attached to depositions and any other documents the identity or materiality of which may become apparent after submission of the Pretrial Order			Foundation (Nationwide reserves the right to interpose additional objections to specific documents or things Plaintiff attempts to introduce into evidence)

**[The authenticity and admissibility in evidence of these exhibits has been stipulated.]**  
**[NATIONWIDE OBJECTS TO THE INCLUSION OF THE BRACKETED SENTENCE].**  
 If the authenticity and/or admissibility of any exhibit is objected to, the exhibit must be identified in the following space, together with a statement of the specified ground or grounds for the objection.

**b. To be offered by Defendant (with Plaintiff's objections thereto):**

Party	No.	Date	Doc Type	Description	Production Reference	Objection(s)
DX	1	10/10/2006	Policy	NW Certified Policy 6323 HO 164506 for Jan and John Politz	NW-POL000441 - NW-POL000479	
DX	2	12/8/2004	Policy	NW Homeowner Policy Declarations, Effective 1/8/2005 to 1/8/2006	NW-POL000442 - NW-POL000444	
DX	3	6/15/2007	Report	All Activity Logs	NW-POL003435 - NW-POL003483	
DX	4	1/23/2008	Report	Select Activity Logs	NW-POL000001 - NW-POL000011	Incomplete document; Prejudicial and misleading
DX	7	10/1/2005	Report	NW Itemized Estimate of Repairs	NW-POL000175 - NW-POL000182	
DX	8	5/2/2006	Report	NW Estimate of Repairs	NW-POL000193 - NW-POL000199	
DX	10	7/17/2007	Report	NW Estimate of Repairs	Politz 125 - Politz 143	
DX	12	9/8/2005	Check	NW Claim Check Copy 91-000278744 for \$3000	NW-POL000200 - NW-POL000201	Relevance; Authenticity; Prejudicial and misleading; Best evidence would be the check issued by Nationwide and endorsed by Plaintiffs; Rule 402 and 403
DX	13	10/1/2005	Check	NW Claim Check Copy 91-000102113 for \$500	NW-POL000202 - NW-POL000203	Relevance; Authenticity; Prejudicial and misleading; Best evidence would be the check issued by Nationwide and endorsed by Plaintiffs; Rule 402 and 403



Party	No.	Date	Doc Type	Description	Production Reference	Objection(s)
DX	14	11/9/2005	Check	NW-Claim Check Copy 91-000102180 for \$3000	NW-POL000438 - NW-POL000440	Relevance; Authenticity; Prejudicial and misleading; Best evidence would be the check issued by Nationwide and endorsed by Plaintiffs; Rule 402 and 403
DX	15	5/2/2006	Check	NW Claim Check Copy 77-000110056 for \$500	NW-POL000429 - NW-POL000431	Relevance; Authenticity; Prejudicial and misleading; Best evidence would be the check issued by Nationwide and endorsed by Plaintiffs; Rule 402 and 403
DX	16	7/19/2007	Check	NW Claim Check Copy 77-000208629 for \$30,339.57	NW-POL000017 - NW-POL000019	Relevance; Authenticity; Prejudicial and misleading; Best evidence would be the check issued by Nationwide and endorsed by Plaintiffs; Rule 402 and 403
DX	17	10/1/2005	Letter	Letter B. Phillips to Jan and John Politz re Reservation of Rights	NW-POL000103 - NW-POL000104	
DX	18	1/10/2006	Letter	Letter S. Songe to Jan and John Politz re Partial Denial of Claim	NW-POL000101 - NW-POL000102	
DX	20	4/18/2007	Letter	Letter from M. Gatte to Denham Law Firm re Additional Payment of Claim	NW-POL000407	Relevance; May unduly confuse or influence the jury; Foundation; Authenticity; Rule 402 and 403.
DX	22		Photos	NW Post-Katrina CLASS Images	NW-POL000522 - NW-POL000523; NW-POL000533 - NW-POL000554; NW-POL000561 - NW-POL000573	

<b>Party</b>	<b>No.</b>	<b>Date</b>	<b>Doc Type</b>	<b>Description</b>	<b>Production Reference</b>	<b>Objection(s)</b>
DX	23		Photos	Politz Katrina Photos	Politz 150 - Politz 190	
DX	28		Diagram	Handwritten Floor Plan by B. Phillips	NW-POL000189	Authenticity; Foundation
DX	30		Map	Aerial Post-Storm Photo		Relevance; Hearsay; Foundation; Authenticity; May unduly confuse or influence the jury; Rule 402 and 403
DX	30A		Map	Aerial Post-Storm Photo	Politz Deposition Exhibit 30A	Relevance; Hearsay; Foundation; Authenticity; May unduly confuse or influence the jury; Rule 402 and 403
DX	31	11/29/2005	Report	CRA Reported Damages to the Politz Residence by P. Campbell	NW-POL000284 - NW-POL000293	Relevance; Authenticity; Rule 402, 403, 702, and 703; Prejudicial and misleading; Plaintiff reserves right to object to individual documents within and/or attached to the report.
DX	32	5/10/2007	Report	CRA Addendum on Reported Damages to the Politz Property by P. Campbell	NW-POL000219 - NW-POL000226	Relevance; Authenticity; Rule 402, 403, 702, and 703; Prejudicial and misleading.
DX	33	9/17/2008	Report	CRA Addendum Evaluation of Reported Damages Politz Residence by P. Campbell	Nationwide Expert Disclosures	Relevance; Authenticity; Rule 402, 403, 702, and 703; Prejudicial and misleading.
DX	37	9/10/2008	Report	KKAI Meteorological Analysis of Hurricane Katrina Wind and Storm Tide	Nationwide Expert Disclosures	Relevance; Authenticity; Rule 402, 403, 702, and 703; Plaintiff reserves right to object to individual documents within and/or attached to the report; Pending Motion

<b>Party</b>	<b>No.</b>	<b>Date</b>	<b>Doc Type</b>	<b>Description</b>	<b>Production Reference</b>	<b>Objection(s)</b>
DX	45	4/19/2006	Form	Mississippi Homeowner Assistance Program Applicant Acknowledgments signed by H. Politz	MDA Production	Relevance; Prejudicial and misleading; Incomplete document; May unduly confuse or influence the jury; Rule 402, 403, 702 and 703. Pending Motion in Limine
DX	49	1/15/2007	Form	MDA Flood Elevation Grant Program Application	MDA Production	Relevance; Hearsay; Violative of privacy; Prejudicial and misleading; May unduly confuse or influence the jury; Rule 402, 403, 702, and 703. Pending Motion in Limine
DX	50	1/11/2007	Letter	Letter from Long Beach Zoning Department to Mr. and Mrs. Politz re FEMA Damage Assessment Team	MDA Production	Relevance; Foundation; Authenticity; Prejudicial and misleading; May unduly confuse or influence the jury; Rule 402 and 403; Pending Motion in Limine
DX	51	1/30/2008	Web	Harrison County Online Tax Assessor	MDA Production	Relevance; Foundation; Authenticity; Prejudicial and misleading; May unduly confuse or influence the jury; Rule 402 and 403. Pending Motion in Limine
DX	105	9/10/2008	Report	Aerial View of Hurricane Katrina Damage near the Politz Site	Figure 2. of the KKAI Meteorological Analysis of Hurricane Katrina Wind and Storm Tide	Relevance; Authenticity; Hearsay; Foundation; Prejudicial and misleading; May unduly confuse or influence the jury; Rule 402, 403, 702 and 703.
DX	116	3/14/2006	Report	FEMA Final Coastal and Riverine High Water Mark Collection for Hurricane Katrina in Mississippi, FEMA-1604-DR-MS	NW-POL001047 - NW-POL001122	Relevance; Hearsay; Authenticity; Prejudicial and misleading; Rule 402, 403, 702, and 703.

<b>Party</b>	<b>No.</b>	<b>Date</b>	<b>Doc Type</b>	<b>Description</b>	<b>Production Reference</b>	<b>Objection(s)</b>
DX	117	4/1/1989	Report	FEMA Is it Wind or Water?	NW-POL002062 - NW-POL002131	Relevance; Hearsay; Authenticity; Prejudicial and misleading; Rule 402, 403, 702, and 703.
DX	246	3/26/2007	Letter	SBA Letter from M. Deleon to Mr. and Mrs. Politz re Increase in Disaster Loan	SBA Production	Relevance; Foundation; Violative of privacy; Prejudicial and misleading; May unduly confuse or influence the jury; Rule 402 and 403
DX	288	2/28/2008	Notes	Ochsner Clinic Foundation General Phone Note	Slidell Memorial Production	Authenticity; Incomplete documents; Relevance; Hearsay; Prejudicial and misleading; May unduly confuse or influence jury; Foundation; Rule 402, 403, 702, and 703. Pending Motion in Limine
DX	289	10/22/2008	Notes	Ochsner Clinic Foundation General Phone Note	Slidell Memorial Production	Authenticity; Incomplete documents; Relevance; Hearsay; Prejudicial and misleading; May unduly confuse or influence jury; Foundation; Rule 402, 403, 702, and 703. Pending Motion in Limine
DX	301	3/11/2009	Report	CatClaimsExpert FARA Claim Details re Ann Faulk	Darrel Ryan Deposition Exhibit	Authenticity; Incomplete documents; Relevance; Hearsay; Prejudicial and misleading; May unduly confuse or influence jury; Foundation; Rule 402, 403, 702, and 703. Pending Motion in Limine

<b>Party</b>	<b>No.</b>	<b>Date</b>	<b>Doc Type</b>	<b>Description</b>	<b>Production Reference</b>	<b>Objection(s)</b>
DX	303	10/9/2005	Report	FARA Review of Inspection of Ann Faulk Residence	Darrel Ryan Deposition Exhibit	Authenticity; Incomplete documents; Relevance; Hearsay; Prejudicial and misleading; May unduly confuse or influence jury; Foundation; Rule 402, 403, 702, and 703. Pending Motion in Limine
DX	306	10/8/2005	Report	National Flood Insurance Program Preliminary Report re Ann Faulk	Darrel Ryan Deposition Exhibit	Authenticity; Incomplete document; Relevance; Hearsay; Prejudicial and misleading; May unduly confuse or influence jury; Foundation; Rule 402, 403, 702, and 703. Pending Motion in Limine
DX	310	9/27/2005	Photos	Adjuster Photos re Ann Faulk by Darrel Ryan	Darrel Ryan Deposition Exhibit	Authenticity; Incomplete document; Relevance; Hearsay; Prejudicial and misleading; May unduly confuse or influence jury; Foundation; Rule 402, 403, 702, and 703. Pending Motion in Limine
DX	336	7/10/2007	Letter	The Hartford Letter from A. Atkinson to Mr. and Mrs. Politz re NFIP Flood Insurance	SBA Production	Relevance; Hearsay; Foundation; Authenticity; Prejudicial and misleading; May unduly confuse or influence jury; Rule 402, 403, 702, and 703.
DX	337	12/21/2005	Form	U.S. Small Business Administration Loan Authorization and Agreement	SBA Production	Relevance; Hearsay; Authenticity; Foundation; Incomplete document; Prejudicial and misleading; May unduly confuse or influence jury; Rule 402, 403
DX	338	2/3/2009	Letter	Letter from K. Carter to E. Locke re Check No. 0077208629 Expiration		

<b>Party</b>	<b>No.</b>	<b>Date</b>	<b>Doc Type</b>	<b>Description</b>	<b>Production Reference</b>	<b>Objection(s)</b>
DX	339	2/10/2009	Letter	Letter from C. Higley to K. Carter re Re-Issuance of Voluntary Payment	NW-POL003484 - NW-POL003485	
DX	340	1/16/2009	Check	Nationwide Check No. 0091325225	NW-POL003486	
DX	341	2/3/1999	Screenshot	Screenshot re Fire-Flood Quote	NW-POL000023	Authenticity, Relevance; Hearsay; Foundation; Prejudicial and misleading; May unduly confuse or influence jury; Rule 402, 403, 702, and 703.
DX	342		CV	Curriculum Vitae for Brian R. Jarvinen	Nationwide Expert Disclosures	Hearsay; Relevance; Rule; 403; Foundation
DX	343	12/16/2008	CV	Curriculum Vitae for Miles Lawrence	Nationwide Expert Disclosures	Hearsay; Relevance; Rule; 403; Foundation
DX	344		CV	Curriculum Vitae for Pressley L. Campbell, Ph.D., P.E.	Nationwide Expert Disclosures	Hearsay; Relevance; Rule; 403; Foundation
DX	345		CV	Resume of Mike Purvis	Nationwide Expert Disclosures	Hearsay; Relevance; Rule; 403; Foundation
DX	346		CV	Curriculum Vitae for Joseph M. Pelissier, Ph.D.	Nationwide Expert Disclosures	Hearsay; Relevance; Rule; 403; Foundation
DX	404		Report	Hurricane Katrina Best Track Chart (courtesy National Hurricane Center)	Figure 1 of the KKAJ Meteorological Analysis of Hurricane Katrina Wind and Storm Tide	Relevance; Hearsay; Authenticity; Foundation; Prejudicial and misleading; May unduly confuse or influence jury; Rule 402, 403, 702, and 703.
DX	405		Report	Observed maximum sustained wind speeds with Hurricane Katrina	Figure 3 of the KKAJ Meteorological Analysis of Hurricane Katrina Wind and Storm Tide	Relevance; Hearsay; Authenticity; Foundation; Altered document; Prejudicial and misleading; May unduly confuse or influence jury; Rule 402, 403, 702, and 703;

<b>Party</b>	<b>No.</b>	<b>Date</b>	<b>Doc Type</b>	<b>Description</b>	<b>Production Reference</b>	<b>Objection(s)</b>
DX	406		Report	Observed 10-minute sustained wind speed and direction at the Ingalls Shipyard during the passage of Hurricane Katrina	Figure 4 of the KKAI Meteorological Analysis of Hurricane Katrina Wind and Storm Tide	Relevance; Hearsay; Authenticity; Foundation; Prejudicial and misleading; May unduly confuse or influence jury; Rule 402, 403, 702, and 703;
DX	407		Report	Observed 1-minute average wind speed and wind direction at Stennis International Airport during the passage of Hurricane Katrina	Figure 5 of the KKAI Meteorological Analysis of Hurricane Katrina Wind and Storm Tide	Relevance; Hearsay; Authenticity; Foundation; Prejudicial and misleading; May unduly confuse or influence jury; Rule 402, 403, 702, and 703;
DX	408		Report	NOAA Hurricane Research Division - Hurricane Katrina HRD H*Wind Analysis	Figure 6 of the KKAI Meteorological Analysis of Hurricane Katrina Wind and Storm Tide	Relevance; Hearsay; Authenticity; Foundation; Altered document; Prejudicial and misleading; May unduly confuse or influence jury; Rule 402, 403, 702, and 703;
DX	409		Report	NOAA Hurricane Research Division - HRD Katrina maximum 1-min. sustained wind swath analysis	Figure 7 of the KKAI Meteorological Analysis of Hurricane Katrina Wind and Storm Tide	Relevance; Hearsay; Authenticity; Altered document; Prejudicial and misleading; May unduly confuse or influence jury; Rule 402, 403, 702, and 703.
DX	410		Report	Ingalls Shipyard wind speed and direction	Figure 8 of the KKAI Meteorological Analysis of Hurricane Katrina Wind and Storm Tide	Relevance; Hearsay; Authenticity; Altered document; Prejudicial and misleading; May unduly confuse or influence jury; Rule 402, 403, 702, and 703

<b>Party</b>	<b>No.</b>	<b>Date</b>	<b>Doc Type</b>	<b>Description</b>	<b>Production Reference</b>	<b>Objection(s)</b>
DX	411		Report	Confirmed Tornadoes in Mississippi and Alabama Associated with Hurricane Katrina	Figure 9 of the KKAI Meteorological Analysis of Hurricane Katrina Wind and Storm Tide	Relevance; Hearsay; Authenticity; Prejudicial and misleading; Incomplete data; Incomplete document; May unduly confuse or influence the jury; Rule 402, 403, 702, and 703.
DX	412		Report	High Water Marks in the Vicinity of the Politz Site	Figure 10 of the KKAI Meteorological Analysis of Hurricane Katrina Wind and Storm Tide	Relevance; Hearsay; Authenticity; Altered document; Prejudicial and misleading; Incomplete data; May unduly confuse or influence the jury; Rule 402, 403, 702, and 703.
DX	413		Report	SLOSH storm tide calculation for the Politz site	Figure 11 of the KKAI Meteorological Analysis of Hurricane Katrina Wind and Storm Tide	Relevance; Hearsay; Authenticity; Foundation; Prejudicial and misleading; May unduly confuse or influence jury; Rule 402, 403, 702, and 703;
DX	414	12/20/2005	Report	National Hurricane Center Tropical Cyclone Report Hurricane Katrina 23-30 August 2005 by R. Knabb, J. Rhome, and D. Brown	Appendix A of the KKAI Meteorological Analysis of Hurricane Katrina Wind and Storm Tide - National Hurricane Center - Tropical Cyclone Report - Hurricane Katrina	Relevance; Authenticity; Foundation; Hearsay; Failure to disclose as expert witness; Prejudicial and misleading; May unduly confuse or influence jury; Rule 402, 403, 702, and 703.
DX	415		Report	Chart - Ingalls Shipyard located on the Pascagoula River at the Mississippi Sound	Appendix B f the KKAI Meteorological Analysis of Hurricane Katrina Wind and Storm Tide	Relevance; Hearsay; Prejudicial and misleading; May unduly confuse or influence jury; Rule 402, 403, 702, and 703;



<b>Party</b>	<b>No.</b>	<b>Date</b>	<b>Doc Type</b>	<b>Description</b>	<b>Production Reference</b>	<b>Objection(s)</b>
DX	416		Report	Hurricane Katrina Deployment Summary Texas Tech Research Team	Appendix C f the KKAI Meteorological Analysis of Hurricane Katrina Wind and Storm Tide	Relevance; Authenticity; Foundation; Hearsay; Failure to disclose as expert witness; Prejudicial and misleading; May unduly confuse or influence jury; Rule 402, 403, 702, and 703.
DX	417		Report	Chart - Politz Hydrograph	Appendix D f the KKAI Meteorological Analysis of Hurricane Katrina Wind and Storm Tide	Relevance; Hearsay; Authenticity; Prejudicial and misleading; May unduly confuse or influence jury; Rule 402, 403, 702, and 703;
DX	418		Report	KKAI Comments on Plaintiff's Expert Reports	Appendix E f the KKAI Meteorological Analysis of Hurricane Katrina Wind and Storm Tide	Relevance; Hearsay; Prejudicial and misleading; May unduly confuse or influence jury; Rule 402, 403, 702, and 703;
DX	419		Report	Post-Katrina Photographs of Politz Property	Photographs 1-6 of the CRA Evaluation of Reported Damages	Relevance; Prejudicial and misleading; May unduly confuse or influence jury; Authenticity; Rule 402, 403, 702, and 703
DX	420		Report	Map showing area of the referenced location and the tidal observation in Table 1	Figure 1 of the CRA Evaluation of Reported Damages	Relevance; Hearsay; Authenticity; Prejudicial and misleading; May unduly confuse or influence jury; Rule 402, 403, 702, and 703
DX	421		Report	NOAA Maximum Posted Wind Speeds	Figure 2 of the CRA Evaluation of Reported Damages	Relevance; Hearsay; Authenticity; Prejudicial and misleading; May unduly confuse or influence jury; Rule 402, 403, 702, and 703

<b>Party</b>	<b>No.</b>	<b>Date</b>	<b>Doc Type</b>	<b>Description</b>	<b>Production Reference</b>	<b>Objection(s)</b>
DX	422		Report	Observed storm surge data on August 29, 2005 obtained from a U.S. Army Corps of Engineers website	Table 1 of the CRA Evaluation of Reported Damages	Relevance; Hearsay; Authenticity; Prejudicial and misleading; May unduly confuse or influence jury; Rule 402, 403, 702, and 703
DX	423		Report	Investigative Observations and Responses	Table 2 of the CRA Evaluation of Reported Damages	Relevance; Hearsay; Authenticity; Prejudicial and misleading; May unduly confuse or influence jury; Rule 402, 403, 702, and 703
DX	424		Report	FEMA Provisional Topographic Elevation Contour Map, Harrison County, MS, Map Number MS-H17	Appendix B of the CRA Evaluation of Reported Damages	Relevance; Authenticity; Rule 402, 403, 702, and 703.
DX	425		Report	USGS Color Infrared Aerial Photograph of Politz Residence	Attachment 3 of the CRA Evaluation of Reported Damages	Relevance; Hearsay; Authenticity; Prejudicial and misleading; May unduly confuse or influence jury; Rule 402, 403, 702, and 703
DX	426	5/8/2009	Letter	Letter from P. Hagan to K. Carter re Politz Claim		Relevance; Foundation; Authenticity; Rule 402, 403, 702, and 703.
DX	427	5/8/2009	Check	Nationwide Check No. 0077337953		Relevance; Foundation; Authenticity; Rule 402, 403

Nationwide reserves the right to offer any exhibit listed by Plaintiff. Nationwide also reserves the right to offer as trial exhibits any documents subpoenaed from third parties but not yet received. Nationwide has included exhibits that may be unnecessary and/or irrelevant to the resolution of this case depending on the Court's rulings on the pending motions. Nationwide reserves the right to remove such exhibits following the Court's resolution of those motions.

**11. The following is a list and brief description of charts, graphs, models, schematic diagrams, and similar objects which will be used in opening statements or closing statements, but which will not be offered in evidence.**

Plaintiffs may utilize enlargements of any of Plaintiffs' exhibits as demonstrative proof.

Nationwide has not yet determined whether and to what extent it will use graphs, models, schematic diagrams, and similar objects in opening statements or closing statements, but which will not be offered in evidence. To the extent Nationwide intends to use such materials, Nationwide will provide copies of such to Plaintiff's counsel in accordance with this Order.

**If any other objects are to be used by any party, such objects will be submitted to opposing counsel at least three business days prior to trial. If there is then any objection to use of the objects, the dispute will be submitted to the court at least one business day prior to trial.**

**12. The following is a list of witnesses Plaintiff anticipates calling at trial (excluding witnesses to be used solely for rebuttal or impeachment). All listed witnesses must be present to testify when called by a party unless specific arrangements have been made with the trial judge prior to commencement of trial. The listing of a WILL CALL witness constitutes a professional representation, upon which opposing counsel may rely, that the witness will be present at trial, absent reasonable written notice to counsel to the contrary.**

**Will testify live:**

<u>Name</u>	<u>Will Call</u>	<u>May Call</u>	<u>Fact, Liability, Expert, Damages</u>	<u>Residence Address and Telephone</u>	<u>Business Address and Telephone</u>
Helen Politz	<input checked="" type="checkbox"/>		Facts - Liability/ Damages	1244 Harbor Drive, Unit 118, Slidell, LA 70458 (228) 224-4481	
Rocco Calaci	<input checked="" type="checkbox"/>		Expert - Facts/ Liability/ Damages	Should liability be listed?	236 Red Oak Lane Defuniak Springs, FL 32433 (850) 830-8656
Ted L. Bidy, P.E.	<input checked="" type="checkbox"/>		Expert - Facts and Damages		7059 Blueberry Hill Drive Tallahassee, FL 32303 (850) 536-0928 (850) 508-2738 Cellular

<u>Name</u>	<u>Will Call</u>	<u>May Call</u>	<b>Fact, Liability, Expert, Damages</b>	<u>Residence Address and Telephone</u>	<u>Business Address and Telephone</u>
Wayne W. Hudson	<input checked="" type="checkbox"/>		Expert - Facts and Damages		4708 Woodfield Road Vanceleave, MS 39565 (228) 826-1070
Charles Higley	<input checked="" type="checkbox"/>		Facts - Liability/ Damages (Will call live or by deposition)		Nationwide Mutual Fire Insurance Company c/o Kirkland & Ellis, LLP 655 15th Street, N.W. Washington DC 20005
Bryan Phillips	<input checked="" type="checkbox"/>		Facts - Damages (Will call live or by deposition)		Nationwide Mutual Fire Insurance Company c/o Kirkland & Ellis, LLP 655 15th Street, N.W. Washington DC 20005
Martin Gatte		<input checked="" type="checkbox"/>	Facts - Liability/ Damages		Nationwide Mutual Fire Insurance Company c/o Kirkland & Ellis, LLP 655 15th Street, N.W. Washington DC 20005
Stephen "Steve" Songe		<input checked="" type="checkbox"/>	Facts - Liability/ Damages		Nationwide Mutual Fire Insurance Company c/o Kirkland & Ellis, LLP 655 15th Street, N.W. Washington DC 20005
Roger Woods		<input checked="" type="checkbox"/>	Facts - Damages (May call live or by deposition)		Nationwide Mutual Fire Insurance Company c/o Kirkland & Ellis, LLP 655 15th Street, N.W. Washington DC 20005
John French, agent		<input checked="" type="checkbox"/>	Facts - Liability/ Damages		Nationwide Mutual Fire Insurance Company 100 W. 5th Street Long Beach, MS 39560
Chance Brandt		<input checked="" type="checkbox"/>	Facts - Damages (May call live or by deposition)		FARA Catastrophe Services, LLC 782 N. Hwy 190 Covington, LA 70433 (877) 605-3272
Ann Faulk		<input checked="" type="checkbox"/>	Facts - Damages	84122 Lola Drive, Diamondhead, MS 39525 (228) 493-1276	

<u>Name</u>	<u>Will Call</u>	<u>May Call</u>	<u>Fact, Liability, Expert, Damages</u>	<u>Residence Address and Telephone</u>	<u>Business Address and Telephone</u>
Teri Strauss Gandour		<input checked="" type="checkbox"/>	Facts - Damages		Coldwell Banker Alfonso Realty, Inc. 223 Courthouse Rd. Gulfport, MS 39507 (228) 467-0244
Jody Entrekin		<input checked="" type="checkbox"/>	Facts - Damages		
Jed Miques		<input checked="" type="checkbox"/>	Facts - Damages		
Katherine Campbell		<input checked="" type="checkbox"/>	Facts - Damages		
J. Daniel Schroeder		<input checked="" type="checkbox"/>	Facts - Damages		J. Daniel Schroeder Appraisal Company
Darrel Ryan	<input checked="" type="checkbox"/>		Facts - Damages (Will call live or by deposition)	Louisville, Kentucky	FARA Catastrophe Services, LLC 782 N. Hwy. 190 Covington, LA 70433 (877) 605-3272
Dr. Mark E. Babo		<input checked="" type="checkbox"/>	Facts - Damages (May call live or by deposition)		2750 Gause Boulevard East Slidell, LA 70461 (800) 348-7876

**May testify by deposition if the witness is not available to testify live:**

Plaintiff may introduce the entire deposition and any exhibits attached to each such deposition and/or video deposition of each of the above **in lieu** of the witnesses' appearance at trial, including, but not limited to:

<u>Name</u>	<u>Will Call</u>	<u>May Call</u>	<u>Entire Deposition</u>	<u>Beg. Page</u>	<u>Beg. Line</u>	<u>End Page</u>	<u>End Line</u>	<u>Objections</u>
Charles Higley		<input checked="" type="checkbox"/>	Yes	1	1	179	25	See Table 1 for Defendant's Objections and Counter-Designations
Bryan Phillips		<input checked="" type="checkbox"/>	Yes	1	1	142	25	See Table 1 for Defendant's Objections and Counter-Designations

Roger Woods	<input checked="" type="checkbox"/>	Yes	1	1	To end	25	See Table 1 for Defendant's Objections and Counter-Designations
Chance Brandt	<input checked="" type="checkbox"/>	Yes	1	1	120	25	See Table 1 for Defendant's Objections and Counter-Designations
Darrel Ryan	<input checked="" type="checkbox"/>	Yes	1	1	98	25	See Table 1 for Defendant's Objections and Counter-Designations
Dr. Mark E. Babo	<input checked="" type="checkbox"/>	Yes April 1, 2009 deposition	1	1	54	25	See Table 1 for Defendant's Objections and Counter-Designations
Dr. Mark E. Babo	<input checked="" type="checkbox"/>	Yes November 14, 2008, deposition	1	1	111	25	See Table 1 for Defendant's Objections and Counter-Designations
Dr. Mark E. Babo	<input checked="" type="checkbox"/>	Yes October 22, 2008 deposition	1	1	end	25	See Table 1 for Defendant's Objections and Counter-Designations

**TABLE 1:**

Witness	Date	BegPage	BegLine	EndPage	EndLine	Objection
Charles Higley	10/28/2008	1	1	180	24	MIL #13
Charles Higley	10/28/2008	5	9	5	25	Relevance, R403
Charles Higley	10/28/2008	6	7	7	1	Lack of Foundation, Relevance, R403
Charles Higley	10/28/2008	15	15	15	22	Lack of Foundation, Relevance, R403, Mischaracterizes Testimony, Assumes Facts Not In Evidence
Charles Higley	10/28/2008	15	23	16	4	Relevance, R403
Charles Higley	10/28/2008	17	1	17	4	Relevance, R403
Charles Higley	10/28/2008	17	16	17	21	Relevance, R403, Misstates Testimony
Charles Higley	10/28/2008	19	8	19	16	Form, Relevance, R403, Misstates Testimony
Charles Higley	10/28/2008	19	17	20	3	Form, Relevance, R403
Charles Higley	10/28/2008	20	4	20	6	Form, Lack of Foundation, Relevance, R403
Charles Higley	10/28/2008	20	20	21	6	Form, Lack of Foundation, Relevance, R403
Charles Higley	10/28/2008	21	12	21	15	Misstates Facts, Misstates Testimony

<b>Witness</b>	<b>Date</b>	<b>BegPage</b>	<b>BegLine</b>	<b>EndPage</b>	<b>EndLine</b>	<b>Objection</b>
Charles Higley	10/28/2008	24	14	25	20	Form, Relevance, R403
Charles Higley	10/28/2008	26	6	6	12	Lack of Foundation, Relevance, R403
Charles Higley	10/28/2008	26	13	28	1	Form, Relevance, R403
Charles Higley	10/28/2008	29	2	29	15	Lack of Foundation, Relevance, R403, Misstates Testimony
Charles Higley	10/28/2008	30	7	33	10	Lack of Foundation, Relevance, R403, MIL #2
Charles Higley	10/28/2008	34	22	35	24	Lack of Foundation, Relevance, R403, MIL #2
Charles Higley	10/28/2008	35	25	38	19	Form, Lack of Foundation, Relevance, R403, MIL #2
Charles Higley	10/28/2008	38	17	39	25	Form, Lack of Foundation, Relevance, R403, MIL #2
Charles Higley	10/28/2008	41	7	41	20	Form, Lack of Foundation, Relevance, R403, MIL #2, Misstates Facts, Misstates Testimony
Charles Higley	10/28/2008	43	12	44	4	Form, Lack of Foundation, Relevance, R403, MIL#2
Charles Higley	10/28/2008	45	9	45	16	Lack of Foundation, Relevance, R403
Charles Higley	10/28/2008	47	7	50	20	Lack of Foundation, Relevance, R403
Charles Higley	10/28/2008	51	12	51	15	Lack of Foundation, Relevance, R403
Charles Higley	10/28/2008	53	24	55	12	Form, Lack of Foundation, Relevance, R403, Speculation, Misstates Facts
Charles Higley	10/28/2008	57	10	59	7	Lack of Foundation, Relevance, R403
Charles Higley	10/28/2008	60	22	61	13	Lack of Foundation, Relevance, R403, Misstates Facts
Charles Higley	10/28/2008	62	19	63	12	Lack of Foundation, Relevance, R403, Assumes Facts not in Evidence
Charles Higley	10/28/2008	63	13	65	4	Relevance, R403
Charles Higley	10/28/2008	67	7	71	4	Lack of Foundation, Relevance, R403, MIL #2, Assumes Facts Not In Evidence
Charles Higley	10/28/2008	72	1	72	11	Relevance, R403
Charles Higley	10/28/2008	73	22	74	21	Lack of Foundation, Relevance, R403
Charles Higley	10/28/2008	74	23	75	10	Form, Relevance, R403, Speculation
Charles Higley	10/28/2008	77	6	77	10	Relevance, R403, Calls for Legal Conclusion
Charles Higley	10/28/2008	78	11	78	3	Lack of Foundation, Relevance, R403, Speculation
Charles Higley	10/28/2008	80	8	81	11	Lack of Foundation, Relevance, R403, MIL #2
Charles Higley	10/28/2008	82	22	83	12	Lack of Foundation, Relevance, R403
Charles Higley	10/28/2008	83	13	84	23	Lack of Foundation, Relevance, R403, MIL #2, Speculation, Assumes Facts Not In Evidence
Charles Higley	10/28/2008	86	17	88	17	Form, Relevance, R403, Mischaracterizes Testimony
Charles Higley	10/28/2008	88	22	89	4	Lack of Foundation, Relevance, R403

<b>Witness</b>	<b>Date</b>	<b>BegPage</b>	<b>BegLine</b>	<b>EndPage</b>	<b>EndLine</b>	<b>Objection</b>
Charles Higley	10/28/2008	89	5	89	17	Lack of Foundation, Relevance, R403, Calls for Legal Conclusion
Charles Higley	10/28/2008	90	20	91	18	Lack of Foundation, Relevance, R403, R404, Misstates Facts, Assumes Facts not in Evidence
Charles Higley	10/28/2008	91	22	93	10	Form, Lack of Foundation, Relevance, R403, Assumes Facts Not In Evidence
Charles Higley	10/28/2008	93	11	95	11	Relevance, R403
Charles Higley	10/28/2008	101	3	103	14	Form, Relevance, R403
Charles Higley	10/28/2008	105	8	106	5	Form, Relevance, R403, Speculation, Assumes Facts Not In Evidence
Charles Higley	10/28/2008	106	7	106	15	Relevance, R403, Speculation
Charles Higley	10/28/2008	106	22	107	25	Lack of Foundation, R403, Calls for Expert Opinion
Charles Higley	10/28/2008	109	20	109	23	Lack of Foundation, Relevance, R403, MIL #2
Charles Higley	10/28/2008	110	2	111	9	Lack of Foundation, Relevance, R403, Incomplete Hypothetical
Charles Higley	10/28/2008	111	11	113	9	Lack of Foundation, Relevance, R403, Speculation, Incomplete Hypothetical, Calls for Expert Opinion
Charles Higley	10/28/2008	113	10	114	9	Lack of Foundation, Relevance, R403, Speculation, Incomplete Hypothetical, Calls for Expert Opinion
Charles Higley	10/28/2008	116	16	117	12	Lack of Foundation, Relevance, R403, Speculation, Incomplete Hypothetical, Calls for Expert Opinion, Misstates Facts
Charles Higley	10/28/2008	120	24	120	25	Relevance, R403
Charles Higley	10/28/2008	121	1	122	2	Relevance, R403, Misstates Facts, Assumes Facts Not In Evidence
Charles Higley	10/28/2008	124	9	124	24	Relevance, R403, Misstates Facts, Misstates Testimony
Charles Higley	10/28/2008	125	7	125	9	Lack of Foundation, Relevance, R403, Incomplete Hypothetical, Misstates Facts, Assumes Facts Not In Evidence
Charles Higley	10/28/2008	126	22	127	14	Lack of Foundation, Relevance, R403, Speculation, Asked and answered
Charles Higley	10/28/2008	128	11	130	7	Form, Lack of Foundation, Relevance, R403, Speculation, Calls for Legal Conclusion, Misstates Facts
Charles Higley	10/28/2008	130	7	131	11	Asked and answered
Charles Higley	10/28/2008	131	21	131	23	Relevance, R403, Misstates Testimony
Charles Higley	10/28/2008	133	15	132	1	Misstates Testimony
Charles Higley	10/28/2008	140	15	146	18	Form, Lack of Foundation, Relevance, R403, Speculation, Incomplete Hypothetical, Calls For Legal Conclusion, Assumes Facts Not In Evidence



<b>Witness</b>	<b>Date</b>	<b>BegPage</b>	<b>BegLine</b>	<b>EndPage</b>	<b>EndLine</b>	<b>Objection</b>
Charles Higley	10/28/2008	146	19	149	12	Form, Lack of Foundation, Relevance, R403, MILS #2, Speculation, Incomplete Hypothetical, Assumes Facts Not In Evidence
Charles Higley	10/28/2008	149	13	149	15	Form, Speculation, Incomplete Hypothetical, Calls for Expert Opinion
Charles Higley	10/28/2008	150	12	150	20	Form, Relevance, R403, Misstates Facts
Charles Higley	10/28/2008	151	11	151	18	Relevance, R403, Misstates Facts
Charles Higley	10/28/2008	153	8	153	23	Form, Incomplete Hypothetical
Charles Higley	10/28/2008	154	14	155	14	Lack of Foundation, Relevance, R403, Incomplete Hypothetical, Calls for Legal Conclusion, Assumes Facts Not In Evidence, Misstates Mississippi Law
Charles Higley	10/28/2008	155	21	158	25	Lack of Foundation, Relevance, R403, Incomplete Hypothetical, Calls for Legal Conclusion, Assumes Facts Not In Evidence, Misstates Mississippi Law
Charles Higley	10/28/2008	159	12	160	13	Relevance, R403, Speculation, Incomplete Hypothetical, Calls for Legal Conclusion, Calls for Expert Opinion
Charles Higley	10/28/2008	161	11	161	17	Lack of Foundation, Relevance, R403, Incomplete Hypothetical, Calls for Legal Conclusion, Assumes Facts Not In Evidence
Charles Higley	10/28/2008	164	17	165	16	Form
Charles Higley	10/28/2008	166	15	166	23	Lack of Foundation, Relevance, R403, Assumes Facts Not In Evidence
Charles Higley	10/28/2008	169	3	169	7	Relevance, R403, Speculation, Misstates Facts
Charles Higley	10/28/2008	171	3	151	6	Relevance, R403, Misstates Facts, Misstates Testimony
Charles Higley	10/28/2008	177	25	178	16	Relevance, R403, Attorney-Client Privilege, Work Product Doctrine
Brian Phillips	12/2/2008	1	1	148	25	MIL # 13
Brian Phillips	12/2/2008	12	16	12	20	Relevance, R403
Brian Phillips	12/2/2008	18	12	21	4	Relevance; R403, Speculation
Brian Phillips	12/2/2008	28	19	37	3	Relevance, R403, MIL #2
Brian Phillips	12/2/2008	37	25	43	11	Relevance, R403, MIL #2
Brian Phillips	12/2/2008	47	4	49	3	Relevance, R403, MIL #2
Brian Phillips	12/2/2008	56	14	56	21	Relevance, R403
Brian Phillips	12/2/2008	57	24	58	4	Asked and Answered
Brian Phillips	12/2/2008	58	14	59	2	Form
Brian Phillips	12/2/2008	59	8	60	6	Form, Misstates Testimony
Brian Phillips	12/2/2008	60	7	61	4	Form, Misstates Testimony
Brian Phillips	12/2/2008	61	5	61	20	Lack of Foundation, Speculation

<b>Witness</b>	<b>Date</b>	<b>BegPage</b>	<b>BegLine</b>	<b>EndPage</b>	<b>EndLine</b>	<b>Objection</b>
Brian Phillips	12/2/2008	61	20	63	4	Lack of Foundation, Speculation, Asked and Answered
Brian Phillips	12/2/2008	85	25	86	20	Relevance, R403, Speculation
Brian Phillips	12/2/2008	94	21	94	25	Form
Brian Phillips	12/2/2008	96	12	96	18	Form, Speculation
Brian Phillips	12/2/2008	97	11	97	23	Form, Speculation
Brian Phillips	12/2/2008	97	23	98	2	Form, Speculation
Brian Phillips	12/2/2008	125	15	126	13	Relevance, R403, MIL #2
Brian Phillips	12/2/2008	130	20	131	21	Form, Speculation, Misstates Testimony, Asked and Answered
Brian Phillips	12/2/2008	131	22	132	3	Asked and Answered
Brian Phillips	12/2/2008	138	2	139	9	Relevance, R403, Asked and Answered
Brian Phillips	12/2/2008	140	13	141	6	Form, Lack of Foundation
Roger Woods	2/6/2009	1	1	115	3	MIL #13
Roger Woods	2/6/2009	12	24	13	2	Form, Lack of Foundation, Relevance, R403
Roger Woods	2/6/2009	18	19	20	3	Relevance, R403
Roger Woods	2/6/2009	26	11	26	22	Lack of Foundation, Relevance, R403, Speculation
Roger Woods	2/6/2009	28	9	28	10	Lack of Foundation, Speculation
Roger Woods	2/6/2009	28	15	29	8	Relevance, R403
Roger Woods	2/6/2009	32	14	32	23	Form, Lack of Foundation
Roger Woods	2/6/2009	32	24	33	14	Form, Lack of Foundation
Roger Woods	2/6/2009	33	15	34	3	Lack of Foundation, Hearsay, Speculation
Roger Woods	2/6/2009	44	8	44	17	Form, Lack of Foundation, Relevance, R403, Hearsay, Speculation
Roger Woods	2/6/2009	46	1	47	1	Form, Lack of Foundation, Relevance, R403, Speculation
Roger Woods	2/6/2009	47	2	47	8	Form, Lack of Foundation, Relevance, R403, Speculation
Roger Woods	2/6/2009	47	9	47	25	Form, Lack of Foundation, Relevance, R403, Speculation
Roger Woods	2/6/2009	49	18	50	24	Form, Lack of Foundation, Relevance, R403, Speculation
Roger Woods	2/6/2009	54	12	56	25	Relevance, R403
Roger Woods	2/6/2009	57	1	57	6	Form, Lack of Foundation, Relevance, R403
Roger Woods	2/6/2009	57	7	58	2	Relevance, R403
Roger Woods	2/6/2009	58	3	58	13	Form, Lack of Foundation, Relevance, R403
Roger Woods	2/6/2009	58	14	60	20	Relevance, R403
Roger Woods	2/6/2009	60	21	61	23	Form, Lack of Foundation, Relevance, R403, , Speculation
Roger Woods	2/6/2009	61	24	62	10	Relevance, R403
Roger Woods	2/6/2009	62	11	62	19	Form, Lack of Foundation, Speculation

<b>Witness</b>	<b>Date</b>	<b>BegPage</b>	<b>BegLine</b>	<b>EndPage</b>	<b>EndLine</b>	<b>Objection</b>
Roger Woods	2/6/2009	66	23	67	5	Form, Lack of Foundation, Relevance, R403, Speculation
Roger Woods	2/6/2009	70	14	71	1	Form, Lack of Foundation, Relevance, R403, Hearsay, Speculation
Roger Woods	2/6/2009	83	8	83	14	Form, Lack of Foundation
Roger Woods	2/6/2009	83	18	84	3	Form, Lack of Foundation
Roger Woods	2/6/2009	84	14	85	3	Lack of Foundation, Relevance, R403
Roger Woods	2/6/2009	86	19	87	1	Lack of Foundation
Roger Woods	2/6/2009	88	1	88	16	Lack of Foundation
Roger Woods	2/6/2009	89	10	89	13	Lack of Foundation
Roger Woods	2/6/2009	92	13	94	13	Lack of Foundation, Relevance, R403, Attorney-Client Privilege, Attorney Work Product
Roger Woods	2/6/2009	98	6	99	11	Relevance, R403, MIL #2
Roger Woods	2/6/2009	107	6	107	23	Relevance, R403, MIL #2
Roger Woods	2/6/2009	107	24	108	18	Form, Lack of Foundation, Relevance, R403, MIL #2
Roger Woods	2/6/2009	110	6	111	3	Relevance, R403, MIL #2
Roger Woods	2/6/2009	111	4	111	13	Form, Lack of Foundation, Relevance, R403, MIL #2, Speculation
Chance Brandt	3/19/2009	1	1	121	25	MIL #2, MIL #13
Chance Brandt	3/19/2009	7	1	52	11	Relevance, R403
Chance Brandt	3/19/2009	99	4	99	8	Form, Lack of Foundation, Relevance, R403
Chance Brandt	3/19/2009	99	9	100	8	Relevance, R403
Chance Brandt	3/19/2009	100	20	102	7	Relevance, R403
Chance Brandt	3/19/2009	104	7	105	12	Form, Lack of Foundation, Relevance, R403, Speculation
Chance Brandt	3/19/2009	106	16	107	13	Form, Lack of Foundation, Relevance, R403, Speculation
Chance Brandt	3/19/2009	108	20	110	17	Form, Lack of Foundation
Chance Brandt	3/19/2009	110	23	111	2	Form, Lack of Foundation
Chance Brandt	3/19/2009	113	2	113	5	Form, Lack of Foundation, Relevance, R403, Speculation
Darrel Ryan	3/16/2009	1	1	98	25	MIL #2, MIL #13
Darrel Ryan	3/16/2009	80	24	81	20	Form, Lack of Foundation, Relevance, R403
Darrel Ryan	3/16/2009	83	15	83	24	Form, Lack of Foundation, Speculation
Darrel Ryan	3/16/2009	84	6	84	19	Form, Lack of Foundation, Relevance, R403, Speculation
Darrel Ryan	3/16/2009	86	8	86	16	Form, Lack of Foundation, Relevance, R403, Speculation
Darrel Ryan	3/16/2009	87	1	87	5	Form, Lack of Foundation, Relevance, R403, Speculation
Darrel Ryan	3/16/2009	88	10	88	22	Form, Lack of Foundation, Relevance, R403, Speculation
Darrel Ryan	3/16/2009	88	24	89	10	Form, Lack of Foundation, Relevance, R403, Speculation

Witness	Date	BegPage	BegLine	EndPage	EndLine	Objection
Darrel Ryan	3/16/2009	89	17	90	3	Form, Lack of Foundation, Relevance, R403, Speculation
Darrel Ryan	3/16/2009	90	16	90	20	Form, Lack of Foundation, Relevance, R403, Speculation
Darrel Ryan	3/16/2009	90	22	91	9	Form, Lack of Foundation, Relevance, R403, Speculation
Darrel Ryan	3/16/2009	91	16	91	24	Form, Lack of Foundation, Relevance, R403, Speculation
Darrel Ryan	3/16/2009	91	25	92	4	Form, Lack of Foundation, Relevance, R403, Speculation
Mark Babo	10/22/2008	1	1	124	23	MIL #13
Mark Babo	10/22/2008	4	20	33	9	Relevance, R403, MIL#10
Mark Babo	10/22/2008	33	10	38	14	Relevance, R403, MIL #10, Order Dismissing John Politz
Mark Babo	10/22/2008	38	15	44	10	Relevance, R403, MIL#10
Mark Babo	10/22/2008	44	11	71	23	Relevance, R403, MIL #10, Order Dismissing John Politz
Mark Babo	10/22/2008	71	24	74	25	Non-responsive, Relevance, R403, MIL #10, Order Dismissing John Politz
Mark Babo	10/22/2008	75	1	108	17	Relevance, R403, MIL #10, Order Dismissing John Politz
Mark Babo	10/22/2008	108	18	112	8	Relevance, R403, MIL#10
Mark Babo	10/22/2008	112	9	112	19	Relevance, R403, MIL #10, Order Dismissing John Politz
Mark Babo	10/22/2008	112	20	122	9	Relevance, R403, MIL#10
Mark Babo	11/14/2008	1	1	112	23	MIL #13
Mark Babo	11/14/2008	5	19	7	23	Relevance, R403, MIL #10
Mark Babo	11/14/2008	7	24	22	2	Relevance, R403, MIL #10, Order Dismissing John Politz
Mark Babo	11/14/2008	22	3	26	13	Relevance, R403, MIL #10
Mark Babo	11/14/2008	26	14	52	1	Relevance, R403, MIL #10, Order Dismissing John Politz
Mark Babo	11/14/2008	52	2	52	19	Relevance, R403, MIL #10
Mark Babo	11/14/2008	52	20	67	12 Request	Relevance, R403, MIL #10, Order Dismissing John Politz
Mark Babo	11/14/2008	67	12 Can	68	6	Relevance, R403, MIL #10
Mark Babo	11/14/2008	68	7	101	12	Relevance, R403, MIL #10, Order Dismissing John Politz
Mark Babo	11/14/2008	101	13	106	15	Relevance, R403, MIL #10
Mark Babo	11/14/2008	106	16	106	24	Relevance, R403, MIL #10, Order Dismissing John Politz
Mark Babo	11/14/2008	106	25	111	3	Relevance, R403, MIL #10
Mark Babo	4/1/2009	1	1	56	24	MIL #13
Mark Babo	4/1/2009	4	21	9	1	Relevance, R403, MIL #10
Mark Babo	4/1/2009	9	2	9	3 Politz	Relevance, R403, MIL #10, Order Dismissing John Politz
Mark Babo	4/1/2009	9	3 but	48	2	Relevance, R403, MIL #10

Witness	Date	BegPage	BegLine	EndPage	EndLine	Objection
Mark Babo	4/1/2009	48	8	48	22	Lack of Foundation, Relevance, R403, MIL #10, Speculation, Incomplete Hypothetical
Mark Babo	4/1/2009	48	23	49	1	Lack of Foundation, R403, MIL #10, Speculation
Mark Babo	4/1/2009	49	2	49	7	Lack of Foundation, Relevance, R403, MIL #10, Speculation
Mark Babo	4/1/2009	49	8	49	11	Relevance, MIL #10, Speculation, Incomplete Hypothetical
Mark Babo	4/1/2009	49	12	49	21	Lack of Foundation, Relevance, R403, MIL #10, Speculation
Mark Babo	4/1/2009	49	22	50	7	Lack of Foundation, R403, MIL #10, Speculation, Order re Summary Judgment
Mark Babo	4/1/2009	50	8	50	17	Lack of Foundation, Relevance, R403, MIL #10, Speculation, Order re Summary Judgment, Order re Motion to Strike
Mark Babo	4/1/2009	50	18	50	25	Relevance, MIL #10
Mark Babo	4/1/2009	51	1	51	11	Lack of Foundation, Relevance, R403, MIL #10, Speculation, Incomplete Hypothetical, Order re Summary Judgment, Order re Motion to Strike
Mark Babo	4/1/2009	51	15	52	25	Relevance, R403, MIL #10

Nationwide further reserves the right to object to any portions of any such depositions Plaintiff seeks to introduce as evidence, as well as to counter-designate portions of these depositions.

**State whether the entire deposition, or only portions, will be used. Counsel shall confer, no later than twenty days before the commencement of trial, to resolve all controversies concerning all depositions (videotaped or otherwise). All controversies not resolved by the parties shall be submitted to the trial judge not later than ten days prior to trial. All objections not submitted within that time are waived.**

**13. The following is a list of witnesses Defendant anticipates calling at trial (excluding witnesses to be used solely for rebuttal or impeachment). All listed witnesses must be present to testify when called by a party unless specific arrangements have been made with the trial judge prior to commencement of trial. The listing of a WILL CALL witness constitutes a professional representation, upon which opposing counsel may rely, that the witness will be present at trial, absent reasonable written notice to counsel to the contrary.**

**Will testify live:**

<u>Name</u>	<u>Will Call</u>	<u>May Call</u>	Fact, Liability, Expert, Damages	<u>Residence Address and Telephone</u>	<u>Business Address and Telephone</u>
Charles Higley	<input checked="" type="checkbox"/>		Fact, Liability, Damages		Nationwide Insurance Co. South Central Operation 7100 Commerce Way Suite 195 Brentwood, TN 37027 615-902-6104
Brian Phillips	<input checked="" type="checkbox"/>		Fact, Liability, Damages	1955 Poor House Mountain Trail Murphy, NC 28906 (828)226-3017	
Roger Woods	<input checked="" type="checkbox"/>		Fact, Liability, Damages		Nationwide Mutual Insurance Company 100 S. Campbell Station Rd. Knoxville, TN 37934 (865) 675-9310
Pressley Campbell	<input checked="" type="checkbox"/>		Fact, Liability, Expert, Damages		Conestoga-Rovers & Associates 4875 S. Sherwood Forest Blvd. Baton Rouge, LA 70816 (225) 292-9007
Joseph Pelissier	<input checked="" type="checkbox"/>		Fact, Liability, Expert, Damages		Kevin Kennedy & Associates, Inc. 1427 West 86th Street Indianapolis, IN 46260 (864) 292-3336
Mike Purvis		<input checked="" type="checkbox"/>	Fact, Liability, Expert, Damages		1610 20th Ave. Suite 2 Gulfport, MS 39501 (228) 865-4447
John French		<input checked="" type="checkbox"/>	Fact, Liability, Damages		200 W Railroad Street Suite 106 Long Beach, MS 39560 (228) 863-6729
Martin Gatte		<input checked="" type="checkbox"/>	Fact, Liability, Damages	4443 Shelby Lane Sulphur, LA 70665 (614) 364-5916	
Pat Hagan		<input checked="" type="checkbox"/>	Fact, Liability, Damages		Nationwide Insurance Co. One Nationwide Plaza Columbus, OH 43215 (614) 284-9327

<u>Name</u>	<u>Will Call</u>	<u>May Call</u>	<u>Fact, Liability, Expert, Damages</u>	<u>Residence Address and Telephone</u>	<u>Business Address and Telephone</u>
Darrel Ryan		<input checked="" type="checkbox"/>	Fact, Liability, Damages		FARA Catastrophe Services, LLC 782 N. Hwy. 190 Covington, LA 70433 (877) 605-3272
Mark Babo		<input checked="" type="checkbox"/>	Fact, Liability, Damages		The Ochsner Clinic of Slidell 2750 Gause Blvd E Slidell, LA 70461 (985) 639-3777
Gregory Eckholdt		<input checked="" type="checkbox"/>	Fact, Liability, Damages		The Ochsner Health Center of Covington 1000 Ochsner Blvd. 2nd Floor Covington, LA 70433 (985) 875-2828

**Will testify by deposition:**

<u>Name</u>	<u>Will Call</u>	<u>May Call</u>	<u>Entire Deposition</u>	<u>Deposition Portions (with counter-designations and objections)</u>
Darrel Ryan		<input checked="" type="checkbox"/>	No	See Table 2 for Plaintiff's Objections and Counter-Designations

**TABLE 2:**

<u>Witness</u>	<u>Date</u>	<u>BegPage</u>	<u>BegLine</u>	<u>EndPage</u>	<u>EndLine</u>	<u>Objection</u>
Ryan, Darrel	3/16/2009	4	17	5	18	Page 5 Lines 4-18 Relevance
Ryan, Darrel	3/16/2009	10	2	10	21	Relevance, Leading, Foundation, Improper if witness testifying live, Rule 402, 403, 701, 702 & 703; Pending Motion in Limine
Ryan, Darrel	3/16/2009	12	25	13	21	Relevance, Leading, Foundation, Improper if witness testifying live, Rule 402, 403, 701, 702 & 703; Pending Motion in Limine

<b>Witness</b>	<b>Date</b>	<b>BegPage</b>	<b>BegLine</b>	<b>EndPage</b>	<b>EndLine</b>	<b>Objection</b>
Ryan, Darrel	3/16/2009	16	22	17	24	Page 17 Lines 3-20 Relevance, Leading, Foundation, Improper if witness testifying live, Rule 402, 403, 701, 702 & 703; Pending Motion in Limine
Ryan, Darrel	3/16/2009	18	9	20	21	Relevance, Leading, Foundation, Improper if witness testifying live, Rule 402, 403, 701, 702 & 703; Pending Motion in Limine
Ryan, Darrel	3/16/2009	22	15	22	25	Relevance, Leading, Foundation, Improper if witness testifying live, Rule 402, 403, 701, 702 & 703; Pending Motion in Limine
Ryan, Darrel	3/16/2009	24	7	25	20	Relevance, Leading, Foundation, Improper if witness testifying live, Rule 402, 403, 701, 702 & 703; Pending Motion in Limine
Ryan, Darrel	3/16/2009	27	17	27	21	Relevance, Leading, Foundation, Improper if witness testifying live, Rule 402, 403, 701, 702 & 703; Pending Motion in Limine
Ryan, Darrel	3/16/2009	27	23	29	16	Relevance, Leading, Foundation, Improper if witness testifying live, Rule 402, 403, 701, 702 & 703; Pending Motion in Limine
Ryan, Darrel	3/16/2009	30	12	31	8	Relevance, Leading, Foundation, Improper if witness testifying live, Rule 402, 403, 701, 702 & 703; Pending Motion in Limine
Ryan, Darrel	3/16/2009	45	11	47	23	Relevance, Leading, Foundation, Improper if witness testifying live, Rule 402, 403, 701, 702 & 703; Pending Motion in Limine



<b>Witness</b>	<b>Date</b>	<b>BegPage</b>	<b>BegLine</b>	<b>EndPage</b>	<b>EndLine</b>	<b>Objection</b>
Ryan, Darrel	3/16/2009	60	20	63	6	Relevance, Leading, Foundation, Improper if witness testifying live, Rule 402, 403, 701, 702 & 703; Pending Motion in Limine
Ryan, Darrel	3/16/2009	63	9	65	12	Relevance, Leading, Foundation, Improper if witness testifying live, Rule 402, 403, 701, 702 & 703; Pending Motion in Limine
Ryan, Darrel	3/16/2009	65	14	66	15	Relevance, Leading, Foundation, Improper if witness testifying live, Rule 402, 403, 701, 702 & 703; Pending Motion in Limine
Ryan, Darrel	3/16/2009	66	17	67	17	Relevance, Leading, Foundation, Improper if witness testifying live, Rule 402, 403, 701, 702 & 703; Pending Motion in Limine
Ryan, Darrel	3/16/2009	78	9	79	10	Relevance, Leading, Foundation, Improper if witness testifying live, Rule 402, 403, 701, 702 & 703; Pending Motion in Limine
Ryan, Darrel	3/16/2009	80	10	80	23	Pending Motion in Limine
Ryan, Darrel	3/16/2009	93	24	94	7	Relevance, Leading, Foundation, Improper if witness testifying live, Rule 402, 403, 701, 702 & 703; Pending Motion in Limine
Ryan, Darrel	3/16/2009	94	9	94	11	Relevance, Leading, Foundation, Improper if witness testifying live, Rule 402, 403, 701, 702 & 703; Pending Motion in Limine
Ryan, Darrel	3/16/2009	94	13	95	9	Relevance, Leading, Foundation, Improper if witness testifying live, Rule 402, 403, 701, 702 & 703; Pending Motion in Limine

In addition, Nationwide reserves the right to call any individual identified by Plaintiff in its list of anticipated witnesses in paragraph 12 *supra*.

**State whether the entire deposition, or only portions, will be used. Counsel shall confer, no later than twenty days before the commencement of trial, to resolve all controversies concerning all depositions (videotaped or otherwise). All controversies not resolved by the parties shall be submitted to the trial judge not later than ten days prior to trial. All objections not submitted within that time are waived.**

**14. This is a jury case.**

**15. Counsel suggests the following additional matters to aid in the disposition of this civil action:**

None.

**16. Counsel estimates the length of the trial will be 3-5 days.**

**17. As stated in paragraph 1, this pretrial order has been formulated (a) at a pretrial conference before the United States District Judge, notice of which was duly served on all parties, and at which the parties attended as is stated above, or (b) the final pretrial conference having been dispensed with by the magistrate judge, as a result of conferences between the parties. Reasonable opportunity has been afforded for corrections or additions prior to signing. This order will control the course of the trial, as provided by Rule 16, Federal Rules of Civil Procedure, and it may not be amended except by consent of the parties and the court, or by order of the court to prevent manifest injustice.**

**ORDERED, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.**

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**UNITED STATES DISTRICT JUDGE**

---

Earl L. Denham  
Kristopher W. Carter  
DENHAM LAW FIRM  
424 Washington Avenue  
Post Office Drawer 580  
Ocean Springs, Mississippi 39566-0580  
(228) 875-1234  
**ATTORNEYS FOR PLAINTIFFS**

---

H. Mitchell Cowan  
WATKINS LUDLAM WINTER & STENNIS, P.A.  
190 East Capitol Street, Suite 800 (39201)  
Post Office Box 427  
Jackson, MS 39205  
(601) 949-4900

Daniel F. Attridge, P.C.  
Elizabeth M. Locke  
KIRKLAND & ELLIS LLP  
655 15th Street, N.W., Suite 1200  
Washington, DC 20005  
(202) 879-5000  
**ATTORNEYS FOR DEFENDANT**

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

**HELEN POLITZ**

**Plaintiff**

**v.**

**Civil Action No.: 1:08cv18-LTS-RHW**

**NATIONWIDE MUTUAL FIRE  
INSURANCE COMPANY, U.S. SMALL  
BUSINESS ADMINISTRATION, AND  
JOHN DOES 1 THROUGH 10**

**Defendants**

**AFFIDAVIT OF ELIZABETH M. LOCKE**

Personally appeared before me, the undersigned authority, Elizabeth M. Locke, who after being duly sworn, did depose and states the following:

1. My name is Elizabeth M. Locke. I am counsel for Defendant Nationwide Mutual Fire Insurance Company in the above-captioned action.
2. Pursuant to Local Rule 35.1, I hereby state that on May 22, 2009 at approximately 2:10 p.m. EST I emailed Kristopher W. Carter, counsel for Plaintiff, Helen Politz. In that email I informed Mr. Carter that Nationwide intends to seek a mental examination of Mrs. Politz under Federal Rule of Civil Procedure 35, and I specified that Dr. Mark Webb, of the Mississippi Neuropsychiatric Clinic, would conduct the examination. Also, I proposed that the examination take place on June 25th at 10 a.m. in Watkins Ludlam Winters & Stennis' Gulfport offices, which are located at 2510 14th Street, Suite 1125 in Gulfport, Mississippi. Further, I informed Mr. Carter that the exam would last approximately four hours, and it would be a general psychiatric evaluation of Mrs. Politz. I asked that Mr. Carter let me know if he objected to this evaluation, and if so, whether he would object based solely on the time and location of the

evaluation, as I would be willing to work with him to change those details without the Court's intervention.

3. At approximately 3:30 p.m. EST on the same day, Mr. Carter responded that he would object "to any sort of psychiatric evaluation" of Mrs. Politz because, according to Mr. Carter, "Nationwide has already put her through enough."
4. In light of this representation, my efforts to work with Plaintiff's counsel to agree upon the details of a mental examination of Mrs. Politz under Rule 35 were not successful, and I believe it is necessary to seek the Court's intervention to resolve this dispute.

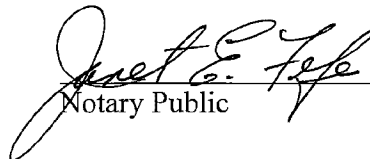
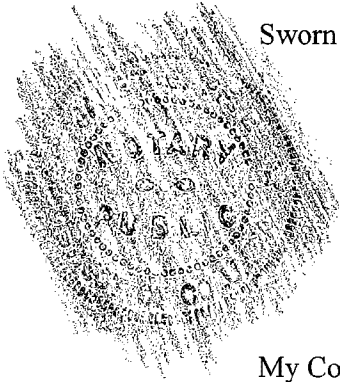
Respectfully Submitted:



Elizabeth M. Locke (Bar No. 45000)  
KIRKLAND & ELLIS LLP  
655 15th Street, N.W., Suite 1200  
Washington, DC 20005  
Telephone: (202) 879-5000  
Facsimile: (202) 879-5200

Counsel for Defendant Nationwide Mutual  
Fire Insurance Company

Sworn and subscribed to me on this 26th day of May, 2009:

  
Notary Public

My Commission expires on September 14, 2012.



"Kristopher W. Carter"  
<kris@denhamlaw.com>  
05/22/2009 03:30 PM

To "Elizabeth Locke" <elocke@kirkland.com>, "Yvonne D. Ray"  
<YDR@denhamlaw.com>  
cc "Katherine Wright" <kwright@kirkland.com>

bcc

Subject RE: Supplemental Discovery Requests & Rule 35 Exam

We will respond to the requests in the time allotted by the F.R.C.P. We object to submitting Mrs. Politz to any sort of psychiatric evaluation, as Nationwide has already put her through enough.

Kristopher W. Carter  
Denham Law Firm  
424 Washington Avenue  
Ocean Springs, Mississippi  
228.875.1234 Phone  
228.875.4553 Fax  
[www.denhamlaw.com](http://www.denhamlaw.com)

---

**From:** Elizabeth Locke [mailto:elocke@kirkland.com]  
**Sent:** Friday, May 22, 2009 2:10 PM  
**To:** Kristopher W. Carter; Yvonne D. Ray  
**Cc:** Katherine Wright  
**Subject:** Supplemental Discovery Requests & Rule 35 Exam

Kris --

Attached please find Nationwide's Second Set of Interrogatory Requests and Second Set of Request for Production of Documents. Please let me know if you will agree to respond to these requests by June 8, 2009, which is two weeks from this Monday.

Also, Nationwide intends to seek a mental examination of Mrs. Politz under Rule 35 of the Federal Rules of Civil Procedure. Dr. Mark Webb, of the Mississippi Neuropsychiatric Clinic, will perform the examination. We propose that the examination take place on June 25th at 10 a.m. at Watkins Ludlam's Gulfport offices. The exam would last approximately four hours, and it would be a general psychiatric evaluation of Mrs. Politz. Please let me know if you object to this evaluation. And if you object based solely on the time and location of the evaluation, let me know because we can certainly work with you to iron out those details without the Court's intervention.

I hope you have a nice Memorial Day weekend.

All the best,  
Libby

Libby Locke | Associate

Exhibit 4

Kirkland & Ellis LLP  
655 15th Street NW  
Washington DC 20005  
(202) 879-5273 (Direct)  
(202) 879-5200 (Fax)

\*\*\*\*\*

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## CURRICULUM VITAE

---

### MARK CHATMAN WEBB, M.D.

- CURRENT PRACTICE:** Private Practice: Outpatient and Forensic  
(1990 – Present)
- Mississippi Neuropsychiatric Clinic, PLLC  
576 Highland Colony Parkway, Suite 100  
Ridgeland, Mississippi 39157  
Telephone Number (601) 853-2676  
Fax Number (601) 853-9535
- CURRENT POSITIONS:** Mississippi Psychiatric Association – Private Practice Chairman  
Mississippi Neuropsychiatric Clinic, PLLC – Managing Partner  
MS State Board of Medical Licensure – Psychiatric Consultant
- BIRTH DATE:** September 29, 1959 (Jackson, Mississippi)
- MARITAL STATUS:** Married
- MEDICAL LICENSE:** Mississippi - 12567, Issued June 26, 1990
- CERTIFICATION:** Board Certified – American Board of Psychiatry and Neurology  
Certificate Number 35679, Issued April, 1992
- ASSOCIATIONS:** Mississippi Psychiatric Association  
American Psychiatric Association
- AWARDS:** Dorothy N. Moore Award (1994)  
Mental Health Association of the Capitol Area
- TELEVISION:** WJTV News – Suicide and Depression – September, 1999  
WJTV News – Characteristics of Child Molesters – October, 1994  
WJTV News – Aspects of Honesty – November, 1994  
Effects of Crime – November, 1994
- PRESENTATIONS:** Over 450 Presentations to the General Public or Fellow Medical  
Professionals about various psychiatric illnesses and treatment.
- JOURNAL ARTICLES:** Book Review – Neurobiology of Learning, Emotion and Affect  
Depression – Volume 1, Number 2, 1993.



Quantitative Cerebral Anatomy of the Aging Human Brain

Neurology – Volume 42, Number 3, March, 1992.

Quantitative Cerebral Anatomy in Depression: A Controlled  
Magnetic Resonance Imaging Study

Archives of General Psychiatry – Volume 50, Number 1,  
January, 1993.

**EDUCATION:**

Internship and Residency, 1986 - 1990

Duke Medical Center – Department of Psychiatry

Durham, North Carolina

Societies, Activities: Grand Rounds Committee

E.C.T. Fellowship

Presentations:

Unilateral Electroconvulsive therapy,  
cardiovascular effects; San Francisco,  
California – American Psychiatric  
Association, May, 1998

Research:

Cardiovascular Responses to Unilateral  
E.C.T., Presented at Society of Biological  
Psychiatry Meeting, May, 1989, San  
Francisco

**MEDICAL  
EDUCATION:**

M. D. Degree, June 1, 1986

Tulane University School of Medicine

New Orleans, Louisiana

Societies, Activities: Owl Club (Professor/Student Liaison)

Student Activities Board

FULL CIRCLE Editor (Literary Publication)

Impaired Students Counseling (Co-Founder)

History of Medicine Society

Research:

Production of Superoxide Radicals in  
Adipose Tissue (unpublished)

**UNDERGRADUATE  
EDUCATION:**

B.S. Biochemistry, May 20, 1981, Cum Laude

Louisiana State University

Baton Rouge, Louisiana

Honor Societies: Phi Eta Sigma (Freshman Honor Society)  
Phi Lambda Upsilon (Chemistry)  
Alpha Epsilon Delta (Pre-medical)

Honors: Arthur R. Choplin Memorial Honor for  
Biochemistry  
Charles Edward Coates Undergraduate  
Honor Award in Chemistry and Physics

Research: Mutations in Chloroplast Loci of  
Chlamydomonas Affecting Different  
Photosynthetic Functions (unpublished)

**EMPLOYMENT  
EXPERIENCE:**

1989 - 1990 Psychiatry Resident – Moonlighting  
Federal Prison  
Brutner, North Carolina

1988 - 1990 Psychiatry Resident – Moonlighting  
North Carolina Department of Corrections  
Jackson, North Carolina

1988 - 1990 Psychiatry Resident – Moonlighting  
Oakleigh Substance Abuse Center  
Durham, South Carolina

Summer, 1980 Operating Room Scrub Technician  
Woman's Hospital  
Jackson, Mississippi

Summer, 1979 Operating Room Scrub Technician  
Woman's Hospital  
Jackson, Mississippi

Summer, 1978 Nursing Attendant  
Woman's Hospital  
Jackson, Mississippi