

FILED  
U.S. DISTRICT COURT  
EASTERN DISTRICT OF LA

2007 NOV -6 PM 3: 37

LORETTA G. WHYTE  
CLERK

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA

MARKETFARE ANNUNCIATION, LLC	)	CIVIL ACTION NO. 06-7232 C/W
AND ROBERT RESOURCES, LLC	)	06-7639, 06-7641, 06-7643, 06-7644
Plaintiffs,	)	
vs.	)	<u>APPLIES TO ALL CASES</u>
UNITED FIRE & CASUALTY COMPANY	)	
Defendant.	)	JUDGE PORTEOUS
	)	
	)	MAGISTRATE ROBY

PRE-TRIAL ORDER

1. *Pre-Trial Conference:*

A pre-trial conference was held before the Honorable G. Thomas Porteous, Jr. on November 6, 2007 at 11:30 a.m.

Fee \_\_\_\_\_  
Process \_\_\_\_\_  
 Dktd \_\_\_\_\_  
Clerk Dep \_\_\_\_\_  
Doc. No \_\_\_\_\_

2. ***Appearance of Counsel:***

PHILIP A. FRANCO (T.A.), # 5819  
LESLIE A. LANUSSE, # 14115  
GREGORY F. ROUCHELL, #28746

**ADAMS AND REESE LLP**

4500 One Shell Square  
New Orleans, LA 70139

Telephone: (504) 581-3234

*Counsel for Plaintiffs MarketFare Annunciation LLC, MarketFare St. Claude, LLC, MarketFare Canal, LLC, M.L. Rob ert, II, LLC, MarketFare N. Broad, LLC and Rob ert Resources, LLC*

STEPHEN R. BARRY, #21465  
ROBERT. E. CARAWAY, #18827  
KATHRYN M. CARAWAY, #21231

**BARRY & PICCIONE**

612 Gravier Street  
New Orleans, Louisiana 70130

Telephone: (504) 525-5553

*Counsel for Defendant United Fire & Casualty Company*

JASON P. FOOTE, #25050  
RICHARD A. CHOPIN, #4088  
**CHOPIN, WAGAR, RICHARD & KUTCHER, LLP**  
3850 N. Causeway Boulevard, Suite 900  
Metairie, LA 70002  
Telephone: (504) 830-3827

*Counsel for Intervenors John Frances Schwegmann Trust No. 2, John Guy Schwegmann, Laurie S. Demare, and Heidi S. Leporowski*

3. ***Description of the Parties:***

Plaintiffs were the operators of various grocery stores known as "Rob ert Fresh Market" and "Rob ert MarketFare," which were located throughout the metropolitan New Orleans area on or about August 29, 2005 and thereafter. Plaintiffs were named insureds on various policies of commercial property insurance (policy nos. 85211338, 85211339, 85211335, 85211337, 85029858, and 85211336) that were issued by Defendant United Fire & Casualty Company ("United Fire") that provided a variety of insurance coverages for the Plaintiffs' properties and businesses on or about August 29, 2005, the date Hurricane Katrina made landfall over Southeast

Louisiana. Plaintiffs have sued United Fire alleging that it is liable to Plaintiffs for unpaid insurance proceeds that were properly due under the aforementioned policies of insurance for damages sustained as a result of Hurricane Katrina. Plaintiffs also allege that United Fire is liable for bad faith under LSA-R.S. 22:1220 and 22:658.

The Intervenor have been deemed to be additional insureds with respect to building coverage only on the policy that provided insurance coverage for the Plaintiffs' business establishment that was located at 2222 St. Claude Avenue in New Orleans, Louisiana. Intervenor are the owners/lessors of the building at the St. Claude location. Intervenor claim entitlement to any insurance proceeds that are recovered for damages sustained to the building located at 2222 St. Claude Avenue as a result of Hurricane Katrina in Case No. 06-7641. Intervenor also claim damages, penalties and attorneys' fees under LSA-R.S. 22:1220 and 22:658.

4. ***Jurisdiction:***

(a) This Court's jurisdiction over the Plaintiffs' claims against United Fire is pursuant to 28 U.S.C. § 1332, as the Plaintiffs and Defendant are citizens of different states, and the amount in controversy exceeds \$75,000, exclusive of interest and costs. This Court dismissed Plaintiffs' claims for conspiracy against other non-diverse defendants. This Court has jurisdiction over the claims of the Intervenor pursuant to 28 U.S.C. 1367(a).

(b) The parties stipulate that the amount in controversy exceeds \$75,000, exclusive of interest and costs.

5. ***Plaintiffs' Pending Motions:***

Currently pending before the Court is Plaintiffs' Motion for Partial Summary Judgment regarding the application of the revised version of LSA-R.S. 22:658 to this dispute. No other motions are currently pending before the Court.

***Plaintiffs' Contemplated Motions or Special Issues for Determination in Advance of Trial:***

Plaintiffs contemplate filing a motion to review Magistrate Roby's Order denying as untimely Plaintiffs' Motion for Sanctions as a result of United Fire's spoliation of relevant electronic evidence.

***Defendant's' Pending Motions:***

None.

***Defendants' Contemplated Motions or Special Issues for Determination in Advance of Trial:***

a. Flood Claims

United Fire anticipates that plaintiffs will again urge their argument to prevent United Fire from introducing evidence that plaintiffs had flood insurance and that the flood insurance paid plaintiffs \$6.1 million for damages caused by flooding. There are multiple reasons why the flood insurance proceeds are extremely relevant and should be revealed to the jury.

First, plaintiffs are seeking payment from United Fire for damages to their buildings and property that was caused by flooding. United Fire is only responsible for damages caused by windstorm; it is not responsible for paying plaintiffs for damaged caused by flooding from the levee breaches. Plaintiffs have already been paid for damages caused by flooding. Mr. Robert signed Proofs of Loss in which he attested that the flood proceeds he received were for reimbursement for damages caused by flooding. United Fire is entitled to present a defense that a

huge percentage of the financial damages they seek are for items for which they have already been reimbursed.

Flood insurance payments are not “collateral sources” as argued by plaintiffs. The flood payments were made for damages for which United Fire is not responsible. Therefore, they cannot, by definition, be considered “collateral sources.”

The prejudice to United Fire if the flood insurance payments are hidden from the jury will be overwhelming. The flood damage to some of the Robert stores was catastrophic. The photographs of the flooded out stores will confuse the jury which will likely logically assume that United Fire is responsible for all of the damages. Further, the photographs of the flooded out stores will unfairly elicit the jury’s sympathy if the jury believes that the only insurance money available to the plaintiffs came from United Fire. Further, the fact that plaintiffs received flood proceeds is absolutely, indisputably the truth. Disallowing the evidence will taint the trial with inherent dishonesty.

b. Evidence from Another Robert’s Lawsuit or Claim is Inadmissible

Plaintiffs have included in their exhibit list items that relate to a separate claim or lawsuit that is, by order of this Court, not at issue here. In 2006, vandals allegedly stole copper piping at the Canal Street store. The store made an insurance claim which United Fire denied because the store had been empty for over six months. Plaintiffs originally brought that lawsuit in these consolidated proceedings. However, Judge Roby denied plaintiff’s request to have that claim tried with these claims. That claim is *Marketfare Canal LLC, et al v. United Fire & Casualty Company*, Louisiana Eastern District Court, Docket # 07-3557. Any evidence about the copper piping theft at Canal Street arising out of the facts at this other lawsuit have no relevance to the these claims and should be excluded.

c. Judgments Related to Other United Fire Claims Is Inadmissible

United Fire anticipates that plaintiffs will seek to introduce evidence at trial about claims and/or judgments against United Fire in other lawsuits. United Fire opposes such potential efforts on the grounds that they have no relevance here, would confuse the jury and would be more prejudicial than probative. Moreover, the facts and circumstances in those claims differ from those presented in these cases. For example, one case in state court that is being considered by the appellate court, concerned a residential claim as opposed to a commercial claim.

d. Underwriting Audit Reports are Inadmissible

Plaintiffs have listed as evidence various audits performed on the value of the various store locations in these cases. Apparently, they will offer the evidence as proof of the properties' values. The audits are not relevant, as they do not reflect the value of the properties after the stores sustained significant flooding. Thus, if the plaintiffs attempt to use the audits to show the current value of the properties without accounting for damages that are not covered by United Fire, the information will be irrelevant, prejudicial, and more prejudicial than probative.

e. United Fire's Non-Renewal of Roberts' Property Insurance is Inadmissible

Plaintiffs intend to introduce documents that show that United Fire did not renew plaintiffs' windstorm policies. Anna Hernandez, the underwriter on the policies, testified that United Fire's decision on what properties to renew or not renew was solely guided by United Fire's determination of the most valuable properties that it insured. The decision had nothing whatsoever to do with the fact that the Robert stores filed suit against United Fire. Plaintiffs have no evidence to dispute that. Thus, the fact that the policies were not renewed is irrelevant, could confuse the jury and is more prejudicial than probative.

f. The Court Should Strike Garrett From Plaintiffs' Witness List

Even after several motions and Judge Porteous' orders, the plaintiffs have still not provided United Fire with all of the information that their accounting expert, Mr. Garrett, has reviewed to reach his conclusions. United Fire will object to the introduction of any of that information and may also request that Mr. Garrett be stricken from plaintiff's Witness List.

g. The Court Should Exclude "Evidence" of Inflammatory, Unsupported Allegations, Such as "Conspiracy"

The Court previously dismissed all of the plaintiffs' claims against other named defendants. The Court specifically found that any alleged "conspiracy" was not actionable. The plaintiff has not provided any evidence to the contrary, nor have the plaintiffs provided any evidence of any evil motives or sinister reasons for United Fire's decision to deny what it found to be unsupported aspects of plaintiffs' claims. These allegations are not relevant as they do nothing except play to possible biases and possible prejudices against insurance companies. The allegations, as noted by Judge Barbier, are not probative and should be excluded.

6. ***Brief Summary of Material Facts:***

***Plaintiffs:***

Plaintiffs are the operators of businesses located throughout the metropolitan New Orleans area, namely supermarkets known as "Robért Fresh Market" and "Robért MarketFare." During the year 2005, Plaintiffs had in effect policies of commercial property insurance that were issued by Defendant United Fire over the Plaintiffs' business establishments.

On or about August 29, 2005, Hurricane Katrina's winds caused various damages to all of the Plaintiffs' business establishments. Following the Hurricane, Plaintiffs properly made claims for insurance proceeds under their policies of insurance with United Fire. Plaintiffs contend that United Fire has delayed the adjustment of Plaintiffs' pending claims for insurance proceeds that

were attributable to wind damage and/or rainwater and has refused to provide sufficient payments for the Plaintiffs' covered losses.

Based on United Fire's refusal to expeditiously and properly adjust Plaintiffs' pending claims for insurance proceeds, Plaintiffs filed suit against United Fire on August 24, 2006. Plaintiffs allege that United Fire is liable to the Plaintiffs under the insurance policies, as well as for bad faith under LSA-R.S. 22:1220 and 22:658. Plaintiffs also filed a counterclaim against the Intervenor for loss of business income and other damages as a result of the Intervenor's breach of the lease, which requires Intervenor to restore the St. Claude location after Hurricane Katrina.

***Defendant:***

In this case, plaintiffs own six (6) grocery stores in the New Orleans area. United Fire wrote policies of insurance for these stores to cover windstorm damage. United Fire has paid plaintiffs approximately \$3 million for damages caused by windstorm, inventory spoilage and business interruption expenses.

Plaintiffs allege that United Fire's payments are inadequate. Among other things, plaintiffs allege they were not adequately compensated under their "business interruption" coverage. They also allege that United Fire adjusted their claims in bad faith because United Fire did not accept the *inadequate and superficial information* provided by Sid Morrison, an independent adjuster who worked for PLC, an independent adjusting firm.

The levee breaches from Hurricane Katrina caused significant flooding at plaintiffs' properties located on St. Claude Avenue, Canal Street, Broad Street and Robert E. Lee Boulevard. The plaintiffs had in place flood insurance and excess flood insurance. Plaintiffs made flood claims and received from their flood carriers approximately \$6 million. Mr. Robert

executed notarized statements attesting to the accuracy of his flood claims at the flooded out stores.

Mr. Robert testified in his deposition he has one goal: to re-open the stores and to be placed back in the same position he was prior to the storm. Mr. Robert testified that he has not been able to open all his stores because he has not received adequate proceeds from United Fire.

Despite plaintiffs' purported goal to open the stores as soon as possible after the storm, plaintiffs never seriously pursued relocating, down-sizing, or creating alternative market arrangements in order to get back into business. As the Court is aware, the New Orleans population significantly dropped after Katrina, particularly in neighborhoods affected by flooding. This is particularly true of the areas in which several of the Robert grocery stores are located. However, Mr. Robert denies that population has played any role in decisions about reopening his stores. (Robert depo, p. 211). Instead, according to Mr. Robert, the reason why he has not reopened the stores is because United Fire has not paid all of the proceeds to which he believes the stores are entitled.

**In addition to additional business interruption expenses, plaintiffs seek millions of dollars of additional insurance proceeds from United Fire to pay for the same items they were paid for under their flood policies.** Incredibly, their fact and expert witnesses have pretended that the flood waters did not cause harm to their properties; however, their own expert architect conceded that the flood waters caused additional damages at the Robert E. Lee and Canal Street locations. Plaintiffs are so anxious to hide the truth about their flood claims that they filed a Motion for Partial Summary Judgment in which they requested that all evidence about their flood insurance or flood proceeds be kept from the jury at trial. Judge Porteous has heard argument on the motion, but has deferred ruling until closer to the trial.

United Fire's position is that the alleged damage caused by hurricane winds was not significant, which will be proven by United Fire's fact and expert witnesses and borne out by the photographs. Further, Plaintiffs were able to reopen the store at West Esplanade (which did not sustain flooding) two months after Katrina, even though it was one of the stores with the worst wind related damage. This proves that but for damages caused by flooding, plaintiffs could have reopened the other stores just as quickly.

United Fire has excellent expert witnesses whose analyses are consistent with the law on property damage, good faith adjusting practices and business interruption principles. It was certainly telling that plaintiffs' accountant was forced to amend his calculations downward in "corrected reports" after he reviewed United Fire's CPA's analyses of the claims. Further, plaintiffs have taken the absurd position that their period of restoration for business interruption purposes is unlimited which is totally contrary to the policy terms and interpretive law.

***Intervenors:***

The Intervenors, John F. Schwegmann Trust No. 2, Heidi Leporowski, Laurie Damare, John G. Schwegmann, are the owners of the building located at 2222 St. Claude. At the time of *Hurricane Katrina*, the building was leased by the Intervenors to Marketfare St. Claude, LLC ("Marketfare"). The commercial property insurance policy issued by United Fire & Casualty Company ("United Fire") to Marketfare named the "Estate of John Schwegmann" as an additional insured. However, Judge Carl Barbier has already granted Intervenors' Motion for Summary Judgment and declared that *all* of the owners of the building are additional insureds and loss payees on the United Fire policy. Based on the insurance policy and a host of other documents available to United Fire during the adjustment of this claim, there is no dispute that

United Fire had specific knowledge of the potential claim and rights of the Intervenor during the adjustment of this claim and thereafter.

Hurricane Katrina caused substantial damage to the St. Claude building, including both exterior and interior damages. Large sections of the roof were completely torn off by strong winds, allowing substantial rainwater intrusion into the building. Other areas of the roof demonstrated obvious wind damage and punctures which all parties and experts admit allowed water intrusion into the building. The damage estimate for building repairs at the St. Claude building totals just over \$3,071,000. The building policy limit is \$3,060,100, so this building is a total loss.

United Fire's adjustment of the property damage claim at 2222 St. Claude has been abysmal and clearly in bad faith. United Fire failed to follow generally established adjusting guidelines and its own policies, and it intentionally caused undue delays in the adjustment and payment (or lack of payment) of a reasonable property damage claim. Even when faced with indisputable evidence of damages, United Fire has failed to make any payment to Intervenor.

To date, United Fire has paid a total of \$3,814 in exterior property damage to the St. Claude building, none of which has been paid to the Intervenor. United Fire's actions have been arbitrary, capricious and without any reasonable or rationale justification, and have caused damages to Intervenor that will be proven at trial. In fact, United Fire removed Intervenor's names from the \$3,814 check at the urging of Plaintiff.

As additional insureds on the policy, Intervenor are owed a duty of good faith and fair dealing by United Fire, and the breach of that duty toward Intervenor entitles them to damages, penalties of 50% of the amount due and other applicable penalties and attorney's fees. The penalties applicable to Intervenor's damages in this case should be 50% in accordance with the

revised version of R.S. 22:658 and R.S. 22:1220 because United Fire has committed multiple acts of bad faith after the passage and effective dates of the revised statutes.

Intervenors respectfully submit that they are entitled to receive the full building policy limit of \$3,060,100 for property damage to the building at 2222 St. Claude Avenue, plus damages for bad faith adjustment of the claim, plus 50% penalties, plus reasonable attorney's fees in accordance with the provisions of R.S. 22:658 and 22:1220, as revised.

7. ***Uncontested Material Facts:***

- a) MarketFare Annunciation, LLC is a Louisiana limited liability company, licensed to do and doing business in the State of Louisiana with its registered office located in the Parish of Orleans.
- b) MarketFare Annunciation, LLC leased the property located at 1325 Annunciation Street, New Orleans, Louisiana 70130, on which stood its business, namely a supermarket known as "Robért Fresh Market," which was damaged by Hurricane Katrina on or about August 29, 2005.
- c) MarketFare Annunciation, LLC is a named insured on Commercial Property Policy No. 85211338, which provided a variety of insurance coverages for the business establishment located at 1325 Annunciation Street, New Orleans, Louisiana 70130.
- d) Robért Resources, LLC, is a Louisiana limited liability company, licensed to do and doing business in the State of Louisiana with its registered office located in the Parish of Orleans.
- e) Robért Resources, LLC is also a named insured on Commercial Property Policy No. 85211338.

- f) Robért Resources, LLC was a sublessee of Marketfare Annunciation, LLC and is a named insured on Commercial Property Policy No. 85211339, which provided a variety of insurance coverages for the business establishment and/or corporate offices located at 1325 Annunciation Street, New Orleans, Louisiana 70130.
- g) MarketFare Canal, LLC is a Louisiana limited liability company, licensed to do and doing business in the State of Louisiana with its registered office located in the Parish of Orleans.
- h) MarketFare Canal, LLC is the lessee of the property located at 4001 Canal Street, New Orleans, Louisiana 70119, on which stood its business, namely a supermarket known as "Robért Fresh Market," which was damaged by Hurricane Katrina on or about August 29, 2005.
- i) MarketFare Canal, LLC is a named insured on Commercial Property Policy No. 85211337, which provided a variety of insurance coverages for the business establishment located at 4001 Canal Street, New Orleans, Louisiana 70119.
- j) Robért Resources, LLC is also a named insured on Commercial Property Policy No. 85211337.
- k) MarketFare N. Broad, LLC is a Louisiana limited liability company, licensed to do and doing business in the State of Louisiana with its registered office located in the Parish of Orleans.
- l) MarketFare N. Broad, LLC leased the property located at 300 N. Broad Street, New Orleans, Louisiana 70119, on which stood its business, namely a supermarket known as "Robért Fresh Market," which was damaged by Hurricane Katrina on or about August 29, 2005.

- m) MarketFare N. Broad, LLC is a named insured on Commercial Property Policy No. 85211336, which provided insurance coverage on the premises of the business establishment located at 300 N. Broad Street, New Orleans, Louisiana 70119.
- n) Robért Resources, LLC is also a named insured on Commercial Property Policy No. 85211336.
- o) MarketFare St. Claude, LLC is a Louisiana limited liability company, licensed to do and doing business in the State of Louisiana with its registered office located in the Parish of Orleans.
- p) MarketFare St. Claude, LLC is the lessee of the property located at 2222 St. Claude Avenue, New Orleans, Louisiana 70117, on which stood its business, namely a supermarket known as "Robért Fresh Market," which was damaged by Hurricane Katrina on or about August 29, 2005.
- q) MarketFare St. Claude, LLC is a named insured on Commercial Property Policy No. 85211335, which provided a variety of insurance coverages for the business establishment located at 2222 St. Claude Avenue, New Orleans, Louisiana 70117.
- r) Robért Resources, LLC is also a named insured on Commercial Property Policy No. 85211335.
- s) M. L. Robért, II, LLC is a Louisiana limited liability company, licensed to do and doing business in the State of Louisiana with its registered office located in the Parish of Jefferson.
- t) M. L. Robért, II, LLC is the lessee of the property located at 5016 West Esplanade Avenue, Metairie, Louisiana 70006, on which stood its business, namely a

supermarket known as "Robért Fresh Market," which was damaged by Hurricane Katrina on or about August 29, 2005.

- u) M. L. Robért, II, LLC is a named insured on Commercial Property Policy No. 85029858, which provided a variety of insurance coverages for the business establishment located at 5016 West Esplanade Avenue, Metairie, Louisiana 70006.
- v) Robért Resources, LLC is also a named insured on Commercial Property Policy No. 85029858.
- w) United Fire is an insurance company organized and existing under the laws of the State of Iowa, and who issued the aforementioned policies of insurance, which will be admitted into evidence without objection.
- x) On or about August 29, 2005, Hurricane Katrina made landfall over Southeast Louisiana.
- y) Plaintiffs filed suit against United Fire on August 24, 2006.
- z) Plaintiffs reopened their store at West Esplanade on November 1, 2005.

8. ***Contested Issues of Fact:***

***Plaintiffs Contested Issues of Fact:***

- a) Hurricane Katrina's winds caused damage to all of the Plaintiffs' business establishments.
- b) Commercial Property Policy No. 85211338 (Annunciation Street) provided "all risk" insurance coverage, coverage for business income/business interruption, improvements and betterments to the building, business personal property located on the premises, spoilage to perishable stock within the store and looting and theft.

- c) Commercial Property Policy No. 85211339 (corporate offices at Annunciation Street) provided insurance coverage for business personal property.
- d) Commercial Property Policy No. 85211337 (Canal Street) provided "all risk" insurance coverage, coverage for the building structure, business income/business interruption, improvements and betterments to the building, business personal property located on the premises, spoilage to perishable stock within the store, and looting and theft.
- e) Commercial Property Policy No. 85211336 (N. Broad Street) provided "all risk" insurance coverage for business personal property.
- f) Commercial Property Policy No. 85211335 (St. Claude Avenue) provided "all risk" insurance coverage, coverage for the building structure, business income/business interruption, improvements and betterments to the building, business personal property located on the premises, spoilage to perishable stock within the store, and looting and theft.
- g) Commercial Property Policy No. 85029858 (West Esplanade Avenue) provided "all risk" insurance coverage, coverage for business income/business interruption, improvements and betterments to the building, business personal property located on the premises, spoilage to perishable stock within the store, looting and theft, and damage to the exterior sign.
- h) On August 28, 2005, New Orleans Mayor C. Ray Nagin ordered a mandatory evacuation of the City of New Orleans due to the impending threat of Hurricane Katrina, a Category 5 Hurricane at that time, making landfall over the Greater New Orleans Metropolitan Area.

- i) All of the aforementioned policies of insurance were in full force and effect at the time Hurricane Katrina made landfall on or about August 29, 2005.
- j) The parties incorporate by reference all contested issues of law herein to the extent such issues are deemed to be issues of fact.
- k) Whether Plaintiffs were adequately compensated by United Fire under the policies of insurance that provided a variety of insurance coverages to the Plaintiffs' business establishments for damages sustained as a result of Hurricane Katrina and her aftermath.
- l) Whether United Fire violated LSA-R.S. 22:658 in an arbitrary, capricious or without probable cause manner by among other things: (1) failing to pay the Plaintiffs' claims within thirty (30) days after receipt of satisfactory proof of loss from the Plaintiffs; (2) failing to make a written offer to settle the Plaintiffs' property damage claims within thirty (30) days after receipt of satisfactory proofs of loss; (3) presenting information to the Plaintiffs regarding their pending claims in such a vague and unprofessional manner to the point that it was impossible for the Plaintiffs to ascertain what United Fire was claiming to have paid the Plaintiffs, much less what additional insurance proceeds it intended to pay; (4) reallocating to its advantage what had already been paid on Plaintiffs' claims; (5) seeking to start the adjustment process all over again just one week before the expiration of the one year anniversary of Hurricane Katrina; (6) misrepresenting pertinent facts and/or insurance policy provisions relating to the coverages at issue; (7) failing to acknowledge and act reasonably promptly upon communications with Plaintiffs with respect to claims arising under the aforementioned insurance policies; (8) failing to adopt and

implement reasonable standards for the prompt investigation of claims arising under the aforementioned insurance policies; (9) refusing to pay Plaintiffs' claims without conducting a reasonable investigation based upon all available information; (10) failing to affirm or deny coverage of the Plaintiffs' claims within a reasonable time after proof of loss; (11) not attempting in good faith to effectuate prompt, fair, and equitable settlements of the Plaintiffs' claims; (12) compelling Plaintiffs to institute litigation to recover amounts due under the aforementioned insurance policies by offering substantially less than the amounts that are ultimately recovered in this litigation; (13) making claims payments to Plaintiffs that were not accompanied by a statement setting forth the coverage under which the payments were being made; (14) failing to promptly settle the Plaintiffs' claims under one portion of the insurance policy coverage in order to influence settlements under other portions of the insurance policy coverage; (15) failing to promptly provide a reasonable explanation of the basis in the insurance policy in relation to the facts or applicable law for denial of a claim and/or for the offer of a compromise settlement; (16) delaying and/or refusing payment based on the financial condition of United Fire; (17) pressuring the initial adjuster assigned to Plaintiffs' claim, Sidney Morrison, to change his written reports and opinions to reflect that the damages sustained were not covered losses under the aforementioned policies of insurance; and (18) ignoring damage estimates of its own experts and/or adjusters when calculating the amounts that were due to Plaintiffs as a result of Hurricane Katrina.

m) Whether United Fire violated LSA-R.S. 22:1220 by: (1) failing to adhere to its duty of good faith and fair dealing owed to Plaintiffs; (2) failing to adhere to its affirmative

duty to adjust claims fairly and promptly; (3) failing to make a reasonable effort to settle the Plaintiffs' claims with the Plaintiffs; (4) failing to pay the amount of Plaintiffs' claims within sixty days after receipt of satisfactory proof of loss from the Plaintiffs in an arbitrary, capricious, or without probable cause manner; (5) presenting information to the Plaintiffs regarding their pending claims in such a vague and unprofessional manner to the point that it was impossible for the Plaintiffs to ascertain what United Fire was claiming to have paid the Plaintiffs, much less what additional insurance proceeds it intended to pay; (6) reallocating to its advantage what had already been paid on Plaintiffs' claims; and (7) seeking to start the adjustment process all over again just one week before the expiration of the one year anniversary of Hurricane Katrina; (8) misrepresenting pertinent facts and/or insurance policy provisions relating to the coverages at issue; (9) failing to acknowledge and act reasonably promptly upon communications with Plaintiffs with respect to claims arising under the aforementioned insurance policies; (10) failing to adopt and implement reasonable standards for the prompt investigation of claims arising under the aforementioned insurance policies; (11) refusing to pay Plaintiffs' claims without conducting a reasonable investigation based upon all available information; (12) failing to affirm or deny coverage of the Plaintiffs' claims within a reasonable time after proof of loss; (13) not attempting in good faith to effectuate prompt, fair, and equitable settlements of the Plaintiffs' claims; (14) compelling Plaintiffs to institute litigation to recover amounts due under the aforementioned insurance policies by offering substantially less than the amounts that are ultimately recovered in this litigation; (15) making claims payments to Plaintiffs that were not accompanied by a

statement setting forth the coverage under which the payments were being made; (16) failing to promptly settle the Plaintiffs' claims under one portion of the insurance policy coverage in order to influence settlements under other portions of the insurance policy coverage; (17) failing to promptly provide a reasonable explanation of the basis in the insurance policy in relation to the facts or applicable law for denial of a claim and/or for the offer of a compromise settlement; (18) delaying and/or refusing payment based on the financial condition of United Fire; (19) pressuring the initial adjuster assigned to Plaintiffs' claim, Sidney Morrison, to change his written reports and opinions to reflect that the damages sustained were not covered losses under the aforementioned policies of insurance; and (20) ignoring damage estimates of its own experts and/or adjusters when calculating the amounts that were due to Plaintiffs as a result of Hurricane Katrina.

- n) Whether Plaintiffs suffered general and special damages as a result of United Fire's violation of LSA-R.S. 22:1220.
- o) The amount due from United Fire to Plaintiffs under the aforementioned policies of insurance.
- p) The amount of general and special damages suffered by the Plaintiffs as a result of United Fire's violation of LSA-R.S. 22:1220.
- q) The amount of penalties to be assessed against United Fire as a result of violations of LSA-R.S. 22:1220.
- r) The amount of penalties and attorneys' fees to be assessed against United Fire under LSA-R.S. 22:658.
- s) Whether Intervenor's breached the lease with Plaintiffs at the St. Claude location.

- t) The amount of damages due Plaintiffs for breach of the lease by Intervenor at the St. Claude location.

***United Fire's Contested Issues of Fact:***

- a) But for damages caused by flooding (uninsured losses), plaintiffs could have restored/repaired the Robert E. Lee store within one month.
- b) But for damages caused by flooding (uninsured losses), plaintiffs could have restored/repaired the Canal Street and St. Claude stores within four months.
- c) United Fire was at all pertinent times financially stable and solvent.
- d) Sid Morrison's evaluations of the plaintiffs' claims were superficial, inaccurate and necessitated further investigation.
- e) Plaintiffs have failed to provide specific proof of their property losses.
- f) Plaintiffs have failed to provide United Fire with all information relied upon by Mr. Garrett, plaintiffs' expert accountant.
- g) Plaintiff's roof damages at all stores at issue was relatively minor and did not cause the widespread damage plaintiffs allege.
- h) Plaintiffs failed to mitigate their damages.
- i) Plaintiffs are seeking reimbursement for millions of dollars of items that have already been paid for by their flood carriers.
- j) The population in New Orleans contributed to plaintiffs' decisions not to reopen stores.
- k) United Fire did not act in bad faith in the adjustment of plaintiffs' claims.
- l) United Fire did not improperly influence or pressure Sid Morrison to change information in his reports.

- m) The populations in the areas where the Robert stores are located decreased after the storm making it impractical and financially unsound to reopen stores in those locations.
- n) United Fire is not responsible for paying for un-covered losses (such as flooding) or losses excluded by their policies (such as flooding).
- o) The only locations that had building coverage were St. Claude and Canal.
- p) There was no physical damage caused by a covered event that would provide for coverage to the interior losses, including betterments and improvements or business personal property for these stores.
- q) Whether plaintiffs have met their respective burdens of proof to show each allegedly covered loss claimed herein.
- r) Whether plaintiffs have met their respective burdens of proof to show damages and entitlement to recovery for each item of loss alleged to be covered that has not been compensated.
- s) Whether plaintiffs have met their respective burdens of proof to segregate items of damages attributable to covered losses and those attributable to non-covered losses or events.
- t) The existence, extent and compensability of any covered losses and the credibility of plaintiffs' claims for items of damages.
- u) Whether defendants were reasonable in their interpretations of the policies and their determinations of whether items of damages claimed were attributable to a covered loss.

- v) Whether defendants were fair and reasonable in their adjustment of plaintiffs' claims.
- w) Whether defendants are entitled to a credit or set off for any amounts recovered or sought to be recovered by plaintiffs from any other source by virtue of plaintiffs' representations that the losses were attributable to flood or other non-covered events.
- x) Whether plaintiffs have met their respective burdens of proof on their property damage claims.
- y) Whether plaintiffs have met their respective burdens of proof on their business personal property claims.
- z) Whether plaintiffs have met their respective burdens of proof on their spoilage claims.
- aa) Whether plaintiffs have met their respective burdens of proof on their business income claims and the period of restoration for each location.
- bb) The amounts owed under any policy of insurance.
- cc) The credibility of plaintiffs witnesses, experts and documents.
- dd) The proper measure of damages for business income losses.
- ee) The proper measure of damages for spoilage and business personal property losses.
- ff) The proper measure of damages for betterment and improvements losses.
- gg) The status of any additional assureds claiming entitlement to proceeds under any policy.

- hh) Any factual determination implicit in defendant's summary of the facts, contested issues of law, motions in limine or expert reports.
- ii) Whether plaintiffs' alleged extra expenses reduced the amounts of loss that otherwise would have been payable.
- jj) United Fire did not insure plaintiffs for damages caused by flooding.
- kk) United Fire has tendered \$2.8 million as of the date this pre-trial order insert is forwarded to plaintiffs.
- ll) Plaintiffs made flood insurance claims at the Robert E. Lee, St. Claude, Broad and Canal locations for which they were paid \$6.1 million dollars.
- mm) A company formed by Mr. Robert purchased the Annunciation Street store for \$2 million.
- nn) There was no inventory at the Broad Street location when Hurricane Katrina struck.
- oo) Plaintiffs did not make a flood insurance claim for the West Esplanade store.
- pp) The Annunciation Street store never made a profit before Hurricane Katrina.

***Intervenor's Contested Issues of Fact:***

- a) The amount United Fire owes as additional money for property damages for the building located at 2222 St. Claude Ave;
- b) Whether Intervenor's are entitled to receive all insurance proceeds related to the building damage at 2222 St. Claude Ave.;
- c) Whether United Fire was arbitrary, capricious and/or in bad faith in adjusting the claim, failing to pay more money, and denying payment to the Intervenor's for building damages;

- d) The dates of any proven acts of bad faith by United Fire;
- e) The amount of any damages owed by United Fire for property damage covered by the insurance policy;
- f) The amount of damages owed by United Fire to Intervenors for bad faith adjustment of the claim and failure to pay;
- g) *The amount of penalties and/or attorney's fees owed by United Fire to Intervenors for bad faith adjustment of the claim and failure to pay;*
- h) The building at 2222 St. Claude Avenue, New Orleans, Louisiana is, and at all times pertinent hereto was, owned in indivision by John Francis Schwegmann Trust No. 2, Heidi Leporowski, Laurie S. Damare, John Guy Schwegmann, Estate of John G. Schwegmann, Jr. and Guy G. Schwegmann Trust No. 2 (collectively "owners")."
- i) At the time of Hurricane Katrina on August 29, 2005, the building owners of 2222 St. Claude Avenue (including Intervenors) were additional insureds/loss payees on the commercial property insurance policy number 85211335 insuring the building at 2222 St. Claude Avenue;
- j) United Fire has not paid any money to the owners of 2222 St. Claude Ave. for property damage to the building caused by Hurricane Katrina;
- k) The policy limit for building damages under the United Fire commercial property policy for 2222 St. Claude Avenue is \$3,060,100;
- l) On November 5, 2005, Marketfare St. Claude, LLC and Robert Resources, LLC received an advance payment of \$350,000, of which \$100,000 was for anticipated building damages. The November 5, 2005 advance payment of \$100,000 for

anticipated building damages did not include as payees the owners of the building at 2222 St. Claude Avenue;

- m) Subsequent to the advance payment of building damages, United Fire re-allocated the November 5, 2005 building advance of \$100,000 as a different item of damage;
- n) United Fire has paid a total of \$3,814 for building damages to 2222 St. Claude Avenue related to Hurricane Katrina;
- o) On August 2, 2006, United Fire issued check number 100627841 for building loss of \$3,814 made payable only to "Marketfare St. Claude LLC and Robert Resources LLC & Hibernia National Bank" and did not include Estate of John Schwegmann;
- p) United Fire voided check number 100627766 in the amount of \$3,814 which included Estate of John Schwegmann as a payee, and replaced the voided check with check number 100627841;
- q) Kevin Vanderbrook of VECO Consulting, LLC was retained by PLC on April 17, 2006, he inspected the property on April 19, 2006, and rendered a report on May 8, 2006;
- r) Tommy Lundberg's property damage repair estimate for 2222 St. Claude Avenue is dated June 29, 2006;
- s) Tommy Lundberg's property damage repair estimate of \$34,415 for 2222 St. Claude Avenue was for exterior building damage only. He did not estimate the interior damages;

- t) The building located at 2222 St. Claude Ave. sustained damage to the interior of the building as a result of a covered peril;
- u) Per the Lease, the owners of the building at 2222 St. Claude Ave. are obligated to restore the building to substantially the same condition as it existed prior to Hurricane Katrina;
- v) The Intervenors have not recovered any flood insurance proceeds.

9. ***Plaintiffs' Contested Issues of Law:***

- a) The parties incorporate by reference all contested issues of fact stated above to the extent such issues are deemed to be issues of law.
- b) Whether United Fire is liable to Plaintiffs for any additional payments for covered damages or losses under the aforementioned policies of insurance.
- c) What defenses United Fire is entitled to assert with respect to Plaintiffs' claims.
- d) The amount of additional payments due to Plaintiffs for covered damages or losses under the aforementioned policies of insurance.
- e) Whether United Fire is liable to Plaintiffs for penalties and attorneys' fees pursuant to LSA-R.S. 22:1220 and 22:658.
- f) The amount of general and special damages due to Plaintiffs for violations of 22:1220.
- g) The amount of penalties and attorneys' fees due to Plaintiffs for violations of LSA-R.S. 22:1220 and LSA-R.S. 22:658.
- h) Whether United Fire's spoliation of relevant electronic evidence establishes a legal presumption that the spoliated evidence would have been harmful to United Fire's defense in this case.

- i) Whether the amended version of LSA-R.S. 22:658 applies to Plaintiffs' claims against United Fire.
- j) Whether Intervenor is liable for breach of the lease at the St. Claude location.
- k) The amount of damages due Plaintiffs by Intervenor for breach of the lease at the St. Claude location.
- l) Whether United Fire has judicially confessed that PLC and Sidney Morrison were agents of United Fire.

***United Fire's Contested Issues of Law:***

- a) The meaning and proper interpretation of the provisions and exclusions of the policies of insurance issued by United Fire to plaintiffs herein.
- b) The respective burdens of proof of the parties with regard to establishing the existence of and entitlement to covered losses and damages.
- c) Whether bad faith has been proven and what law applies to such claims.
- d) The effect of plaintiffs' representations to flood insurers and adjusters, the federal government, or any other source regarding the nature and extent of damage to any items of property alleged to be covered under United Fire's policies.
- e) The effect of plaintiffs receipt of proceeds from flood insurers for loss of property allegedly insured under United Fire's policies.
- f) Whether plaintiffs' alleged extra expenses reduced the amounts of loss that otherwise would have been payable.
- g) Whether the parties have met their burdens of proof on coverage and damages.
- h) Admissibility of exhibits and testimony.

- i) Admissibility of existence of flood insurance, flood insurance payments and items determined damaged by flooding by flood insurers.
- j) Whether plaintiffs' experts have complied with all of the court's instructions and whether they have produced information they are obligated to produce.
- k) Any legal determinations implicit in defendants' summary of the facts, contested issues of fact, motions in limine or expert reports.
- l) Whether PLC and/or Sid Morrison were United Fire's agent(s) and the legal consequences of that finding.

***Intervenor's Contested Issues of Law:***

- a) The damages and penalties owed to the Intervenors by United Fire under the revised penalty provisions of La. R.S. 22:658 and/or La. R.S. 22:1220;
- b) Whether evidence of flood insurance proceeds is admissible;
- c) Any and all issues of law related to the contested issues of fact;
- d) Which defenses United Fire is entitled to assert with respect to Intervenors' claims

10. ***List and Description of Exhibits to be introduced at trial:***

The Plaintiffs' Exhibit List is attached as Exhibit "A."

The Defendant's Exhibit List is attached as Exhibit "B."

The Intervenors' Exhibit List is attached as Exhibit "C."

The parties will discuss exhibits that are alleged to be privileged, confidential and/or proprietary at the pre-trial conference.

11. ***Deposition Testimony to be offered into Evidence:***

***Plaintiffs:***

To the extent individuals do not appear for trial, the following deposition testimony may be offered into evidence by Plaintiffs: Sidney Morrison, Bruce Miller, Jay Daussin, Jerry Provencher, Anna Hernandez, Dave Kurland, Dave Peyton, Joseph Balfour, Michael Carrier, David Conner, and Diane Lyons.

***Defendant:***

To the extent individuals do not appear for trial, the following deposition testimony may be offered into evidence by United Fire: Dave Conner, Dianne Lyons, Mike Carrier, Jerry Provencher, Dave Payton, Dave Kurland, and Sid Morrison.

***Intervenors:***

To the extent individuals do not appear for trial, the following deposition testimony may be offered into evidence by Intervenors: Sid Morrison.

12. ***List and Description of Materials to be used in Opening and Closing Statements:***

(a) Plaintiffs may utilize a summary of damages and/or a timeline of important events.

United Fire may use any of the following as demonstrative evidence during opening and/or closing arguments: a summary of insured losses, a summary of insured losses paid, a timeline of important events, photographs taken of the Robert stores, blow-ups of important testimony, charts showing claimed losses from wind and flood damage, blow-ups of certain policy provisions, blow-ups of signed proof of loss statements for flood insurance, and blow-ups of communications related to adjustment of wind and flood insurance claims.

Intervenors may utilize a Timeline of Events subsequent to Hurricane Katrina, Diagrams of the building located at 2222 St. Claude Ave. and enlarged copies of portions of the Lease, insurance policy, and other admitted exhibits.

(b) Plaintiffs object to United Fire's use of any of the aforementioned items during opening and/or closing statements, as Plaintiffs have not had an opportunity to view these items and, until such time as Plaintiffs are able to see these items, Plaintiffs reserve their right to object to the use of these items at trial. Furthermore, with regards to "blow-ups of important testimony", Plaintiffs object to the use of same because it is improper use of deposition testimony, it constitutes inadmissible hearsay, and it has no evidentiary basis. Plaintiffs further object to the use of "blow-ups of signed proof of loss statements for flood insurance," as well as "blow-ups of communications related to adjustment of wind and flood insurance claims" on the grounds that these items are irrelevant and constitute inadmissible hearsay.

Intervenors join in Plaintiffs' objection to the extent that the documents have not yet been produced or are otherwise found to be inadmissible at trial.

13. ***List of Witnesses for All Parties:***

***(a) Plaintiffs:***

Plaintiffs presently intend to call the following witnesses at the trial of this matter absent the need to call additional witnesses for purposes of rebuttal:

Sidney Morrison  
9485 Dartridge Drive  
Dallas, TX 75238

*Expected to testify regarding facts as set forth in prior deposition testimony taken in these proceedings.*

Marc Robert  
5016 West Esplanade Avenue  
Metairie, LA 70002

Facts, including the insurance obtained, the damages sustained, dealing with insurance adjusters, bad faith as well as facts contained in his deposition taken in this matter.

Dave Conner  
United Fire & Casualty  
218 Second Avenue SE  
Cedar Rapids, IA

Expected to testify regarding facts as set forth in prior deposition testimony taken in these proceedings.

Dianne Lyons  
United Fire & Casualty  
218 Second Avenue SE  
Cedar Rapids, IA

Expected to testify regarding facts as set forth in prior deposition testimony taken in these proceedings.

Bruce Miller  
United Fire & Casualty  
218 Second Avenue SE  
Cedar Rapids, IA

Expected to testify regarding facts as set forth in prior deposition testimony taken in these proceedings.

Michael Quinn  
5511 Parkcrest Drive  
Suite 107  
Austin, TX 78731

Expected to testify regarding facts/opinions as set forth in prior deposition testimony taken in these proceedings and rendered herein.

Tim Mader  
3909 W. Congress Street  
Suite 101  
Lafayette, LA 70506

Expected to testify regarding facts/opinions as set forth in prior deposition testimony taken in these proceedings and rendered herein.

Jim Ziler  
101 Calco Boulevard  
Lafayette, LA 70503

Expected to testify regarding facts/opinions as set forth in prior deposition testimony taken in these proceedings and rendered herein.

Don Kotter  
1216 Florida Street  
Mandeville, LA 70448

Expected to testify regarding facts/opinions as set forth in prior deposition testimony taken in these proceedings and rendered herein.

Phil Garrett  
Wegmann & Dazet  
111 Veterans Boulevard  
Suite 800  
Metairie, LA 70005

Expected to testify regarding facts/opinions as set forth in prior deposition testimony taken in these proceedings and rendered herein.

Plaintiffs presently may call the following witnesses at the trial of this matter:

Jerry Provencher  
202 E. Main Street  
Westminster, MD 21157

Expected to testify regarding facts as set forth in prior deposition testimony taken in these proceedings.

Rick Fernandez  
5016 West Esplanade Avenue  
Metairie, LA 70002

Facts, including the insurance obtained, the damages sustained, dealing with insurance adjusters, bad faith as well as facts contained in his deposition taken in this matter.

Miguel Medina  
5016 West Esplanade Avenue  
Metairie, LA 70002

Expected to testify regarding facts as set forth in prior deposition testimony taken in these proceedings.

David Kurland  
202 E. Main Street  
Westminster, MD 21157

Expected to testify regarding facts as set forth in prior deposition testimony taken in these proceedings.

Dave Payton  
2328 Highway 75, South  
Centerville, TX 75833

Expected to testify regarding facts as set forth in prior deposition testimony taken in these proceedings.

Gerald "Jay" Daussin  
United Fire & Casualty  
2800 Veterans Boulevard  
Suite 253  
Metairie, LA 70002

Expected to testify regarding facts as set forth in prior deposition testimony taken in these proceedings.

Michael Clakely  
5016 West Esplanade Avenue  
Metairie, LA 70002

Expected to testify regarding facts as set forth in prior deposition testimony taken in these proceedings.

Michael Scott Gaddis  
828 South Kansas Avenue  
Liberal, Kansas 67901

Expected to testify regarding documents produced in response to plaintiffs' subpoena.

Anna Hernandez  
United Fire & Casualty  
218 Second Avenue SE  
Cedar Rapids, IA

Expected to testify regarding facts as set forth in prior deposition testimony taken in these proceedings.

Chi Pham  
5016 West Esplanade Avenue  
Metairie, LA 70002

Expected to testify regarding facts as set forth in prior deposition testimony taken in these proceedings.

Lori Schmitt  
5016 West Esplanade Avenue  
Metairie, LA 70002

Expected to testify regarding damages and facts as set forth in prior deposition testimony taken in these proceedings.

Debbie Schackai  
5016 West Esplanade Avenue  
Metairie, LA 70002

Expected to testify regarding facts as set forth in prior deposition testimony taken in these proceedings.

Darren Naquin  
5016 West Esplanade Avenue  
Metairie, LA 70002

Expected to testify regarding facts as set forth in prior deposition testimony taken in these proceedings.

Drew LeBlanc  
5016 West Esplanade Avenue  
Metairie, LA 70002

Expected to testify regarding facts as set forth in prior deposition testimony taken in these proceedings.

Leslie Keyes  
5016 West Esplanade Avenue  
Metairie, LA 70002

Expected to testify regarding facts as set forth in prior deposition testimony taken in these proceedings.

Terry Esteve  
5016 West Esplanade Avenue  
Metairie, LA 70002

Expected to testify regarding facts as set forth in prior deposition testimony taken in these proceedings.

Sal DiVincenti  
5016 West Esplanade Avenue  
Metairie, LA 70002

Expected to testify regarding facts as set forth in prior deposition testimony taken in these proceedings.

Any witness listed by any other party.

Any witness(es) necessary for rebuttal or impeachment.

**(b) Defendant:**

United Fire intends to call the following witnesses at trial:

1. Jay Daussin, United Fire & Casualty, 2800 Veterans Blvd., Suite 253, Metairie, LA 7002; facts related to adjustment of the plaintiffs' claims;
2. Bruce Miller, United Fire & Casualty, 208 2<sup>nd</sup> Avenue S.E., Cedar Rapids, IA; facts related to adjustment of the plaintiffs' claims;
3. Joe Balfour, CPA, 7120 Glendale, Metairie, LA 70003; fact and expert regarding adjustment of plaintiffs' alleged spoilage, looting and business interruption claims;
4. Mike Gogel, Civil Engineer, Project Time & Cost, 9457 S. University Blvd., #404, Highlands Ranch, Colorado 80163; expert; damages to the plaintiffs' properties, costs of repairs, weather conditions that caused alleged damages, New Orleans metropolitan conditions impacting business restoration;
5. Lynn Mitchell, CPA, Campos & Stratis, 310 Cedar Lane, Teaneck, New Jersey 07666; expert; on plaintiffs' business losses;
6. Kevin Vanderbrook, VECO Consulting, 71 Iris Drive, Covington, LA 70433; fact and expert; damages to plaintiffs' buildings;
7. Joseph Rizzo, P.O. Box 220, Budd Lake, New Jersey 07828; expert; proper adjusting procedures and good faith adjusting;
8. Tom Lundburg, 1025 Ashworth Road, Suite 300, West De Moines, IA 50265; facts and expert on roofing and contracting damages to plaintiffs' buildings;

United Fire may call the following witnesses at trial:

1. Dave Kurland, 202 E. Main Street, Westminster, MD 21157; facts adjustment of plaintiffs' claims;
2. Mike Carrier, United Fire & Casualty, 2<sup>nd</sup> Avenue S.E., Cedar Rapids, IA; facts regarding United Fire's computer systems;
3. Leslie Keyes, 5016 West Esplanade Avenue, Metairie, LA 70002; facts regarding adjustment of plaintiffs' claims and the condition of plaintiffs' properties;
4. Chi Pham, 5016 West Esplanade Avenue, Metairie, LA 70002; facts regarding adjustment of plaintiffs' claims and the condition of plaintiffs' properties;
5. Nick Zaleski, 5016 West Esplanade Avenue, Metairie, LA 70002; facts regarding adjustment of plaintiffs' claims and the condition of plaintiffs' properties;
6. Terry Esteve, 5016 West Esplanade Avenue, Metairie, LA 70002; facts regarding adjustment of plaintiffs' claims and the condition of plaintiffs' properties;
7. Russell Longcore, Crawford & Company, Atlanta, GA; facts regarding plaintiffs' flood damages, flood insurance adjustments and flood insurance payments;
8. Travis Tisdale, VECO Consulting, 71 Iris Drive, Covington, LA 70433; facts regarding inspections of plaintiffs' properties;
9. Robert Lupo, 145 Robert E. Lee Blvd. NOLA 70124; owner of Robert E. Lee store location; facts regarding alleged damages to the Robert E. Lee store, lease arrangements with plaintiffs, and allocation of and responsibility for costs of repairs to the Robert E. Lee store;
10. Darren Naquin, 5016 West Esplanade Avenue, Metairie, LA 70002; facts regarding adjustment of plaintiffs' claims and the condition of plaintiffs' properties;
11. Denny Dinnett, facts regarding plaintiffs' flood damages, flood insurance adjustments and flood insurance payments;
9. Dianne Lyons, United Fire & Casualty, 208 2<sup>nd</sup> Avenue S.E., Cedar Rapids, IA; facts related to United Fire's finances, the impact of Hurricane Katrina and insurance payments;
12. Anna Hernandez, United Fire & Casualty, 2800 Veterans Blvd., Suite 253, Metairie, LA 7002; facts related to underwriting of plaintiffs' policies;

13. Mark LeBlanc, United Fire & Casualty, 2800 Veterans Blvd., Suite 253, Metairie, LA 7002; facts related to adjustment of the plaintiffs' claims;
14. Michael Todd Clakely, 5016 West Esplanade Avenue, Metairie, LA 70002; facts regarding adjustment of plaintiffs' claims and the condition of plaintiffs' properties;
15. David Payton, 2328 Highway 75 South, Centerville, Texas 75833; facts regarding adjustment of plaintiffs' claims;
16. Jerry Provencher, 202 E. Main Street, Westminster, MD 21157; facts regarding adjustment of plaintiffs' claims;
17. Dan McInerney, United Fire & Casualty, 208 2<sup>nd</sup> Avenue S.E., Cedar Rapids, IA; facts regarding adjustment of plaintiffs' claims;
18. Denny Dinnet, Fountain Group, P.O. Box 3998, Pineville, Louisiana 71361; facts regarding adjustment of plaintiffs' flood claims;
19. Debbie Schackai, 5016 West Esplanade Avenue, Metairie, LA 70002; facts regarding adjustment of plaintiffs' claims and the condition of plaintiffs' properties;
20. Sal DiVencenti, 5016 West Esplanade Avenue, Metairie, LA 70002; facts regarding adjustment of plaintiffs' claims and the condition of plaintiffs' properties;
21. Drury Leblanc, 5016 West Esplanade Avenue, Metairie, LA 70002; facts regarding adjustment of plaintiffs' claims and the condition of plaintiffs' properties;
22. Don Blakely, United Fire & Casualty, 2800 Veterans Blvd., Suite 253, Metairie, LA 7002; facts related to adjustment of the plaintiffs' claims
23. Dave Kurland, 202 E. Main Street, Westminster, MD 21157; facts regarding adjustment of plaintiffs' claims;
24. Buddy Seeling, P.O. Box 95, Metairie, Louisiana 70004; facts regarding adjustment of plaintiffs' claims;
25. Dave Conner, United Fire & Casualty, 208 2<sup>nd</sup> Avenue S.E., Cedar Rapids, IA; facts related to United Fire's adjustment of plaintiffs' claims, and impact of Hurricane Katrina on United Fire;
26. Mitch Sandlin, PLC, 8701 Carpenter Freeway, Suite 140, Dallas, TX 75247; facts regarding PLC's adjustment of plaintiffs' claims;
27. Gary Steen, Axis International; 2828 West Parker Road, Plano, Texas 75075; facts regarding adjustment of plaintiffs' flood claims;

28. Dick Spies, Crawford & Company, Property Claims, 1001 Summit Boulevard, Atlanta, Georgia 30309; facts regarding adjustment of plaintiffs' flood claims;
29. Vickie Barthel, P.O. Box 95, Metairie, Louisiana 70004; facts regarding adjustment of plaintiffs' claims;
30. Any party or any intervenor;
31. Any witness needed to authenticate any document or exhibit;
32. Any witness necessary for rebuttal or impeachment;
33. Any witness, fact or expert, listed by any other party.

United Fire certifies that its Witness List was filed in accordance with prior court orders.

Further, United Fire has exchanged expert reports in accordance with court orders.

*(c) Intervenors:*

Intervenors intend to call the following witnesses at trial:

John F. Schwegmann  
104 Sena Dr.  
Metairie, LA 70005

re: facts, property damages, lease provisions.

Marc Robert II  
5016 West Esplanade Avenue  
Metairie, LA 70002

re: facts, property damages, lease provisions, and claims adjustment.

Sid Morrison  
9485 Dartridge Drive  
Dallas, TX 75238

re: facts, property damages, claims adjustment and estimates, photographs.

Don Kotter  
1216 Florida Street  
Mandeville, LA 70448

re: expert testimony concerning building damages and repair estimates.

Jim Kotter  
1216 Florida Street  
Mandeville, LA 70448

re: expert testimony concerning building damages and repair estimates.

Jim Ziler  
101 Calco Boulevard  
Lafayette, LA 70503

re: expert testimony regarding property damages and architectural issues related to water intrusion and roof failures.

Charles Mader  
3909 W. Congress Street  
Suite 101  
Lafayette, LA 70506

re: expert testimony concerning property damages and water intrusion.

Intervenors may call the following witnesses at trial:

Miguel Medina  
5016 West Esplanade Avenue  
Metairie, LA 70002

re: facts and property damages.

Rick Fernandez  
5016 West Esplanade Avenue  
Metairie, LA 70002

re: facts, property damages, and claims adjustment by United Fire.

Bruce Miller  
United Fire & Casualty  
218 Second Avenue SE  
Cedar Rapids, IA

on cross examination, re: facts, claims adjustment and property damages, payments.

Heidi Leporowski  
104 Sena Dr.  
Metairie, LA 70005

re: facts, property damages, lease provisions.

Laurie Damare  
178 Islander Drive  
Slidell, LA 70458

re: facts, property damages, lease provisions.

John G. Schwegmann  
1112 Green Street  
Metairie, LA 70001

re: facts, property damages, lease provisions.

Dave Payton  
2328 Highway 75, South  
Centerville, TX 75833

on cross examination, re: facts, property damages, claims adjustment, estimates.

Dave Kurland  
202 E. Main Street  
Westminster, MD 21157

on cross examination re: facts, property damages, claims adjustment, estimates.

Michael Quinn  
5511 Parkcrest Drive  
Suite 107  
Austin, TX 78731

re: expert testimony regarding bad faith claims handling.

Gerald "Jay" Daussin  
United Fire & Casualty  
2800 Veterans Boulevard  
Suite 253  
Metairie, LA 70002

on cross examination, regarding facts, property damages, claims adjustment, payments.

Any witness listed or called by any other party;

Any witness necessary for rebuttal;

Any witness necessary to authenticate documents

14. ***Jury Trial:***

This case is a jury case. The jury trial is applicable to all aspects of the case with the exception of the amount attorneys' fees potentially due to Plaintiffs or Intervenors. Proposed jury instructions, special jury interrogatories, trial memoranda and any special questions that the Court is asked to put to prospective jurors on *voire dire* shall be delivered to the Court and opposing counsel not later than five working days prior to the trial date, unless specific leave to the contrary is granted by the Court.

15. ***Liability/Quantum:***

The issue of liability will/will not be tried separately from that of quantum.

16. ***Other dispositive issues:***

Plaintiffs position is that the breach of lease dispute between Plaintiffs and Intervenors should be bifurcated to occur separate and apart from this trial.

17. ***Trial Schedule:***

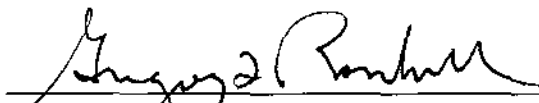
Trial shall commence on **November 26, 2007 at 9:00 a.m.** Trial is expected to last **two (2) weeks.**

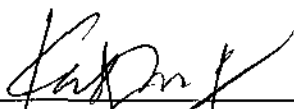
18. ***Conference of the parties/Opportunity to review:***

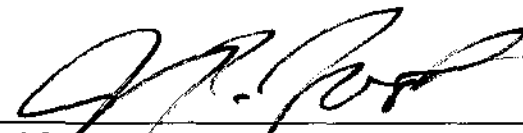
This pre-trial order has been formulated after conference at which counsel for the respective parties have appeared in person. Reasonable opportunity has been afforded counsel for corrections, or additions, prior to signing. Hereafter, this Order will control the course of the trial and may not be amended except by consent of the parties and the Court, or by Order of the Court to prevent manifest injustice.


19. ***Settlement:***

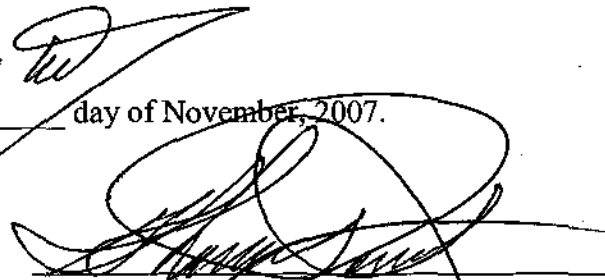
Possibility of settlement of this case was considered.

By:   
PHILIP A. FRANCO (T.A.), # 5819  
LESLIE A. LANUSSE, # 14115  
GREGORY F. ROUCHELL, #28746  
**ADAMS AND REESE LLP**  
4500 One Shell Square  
New Orleans, LA 70139  
Telephone: (504) 581-3234  
*Counsel for Plaintiffs*

By:   
STEPHEN R. BARRY, #21465  
ROBERT E. CARAWAY, #18827  
KATHRYN M. CARAWAY, #21231  
**BARRY & PICCIONE**  
612 Gravier Street  
New Orleans, Louisiana 70130  
Telephone: (504) 525-5553  
*Counsel for Defendant*

By:   
JASON P. FOOTE (T.A.), #25050  
RICHARD A. CHOPIN, #4088  
**CHOPIN, WAGAR, RICHARD & KUTCHER, LLP**  
3850 N. Causeway Boulevard, Suite 900  
Metairie, LA 70002  
Telephone: (504) 830-3827  
*Counsel for Intervenors*

NEW ORLEANS, LOUISIANA, this  day of November, 2007.

  
UNITED STATES DISTRICT JUDGE

**PLAINTIFFS' EXHIBIT LIST**  
**EXHIBIT "A" TO PRE-TRIAL ORDER**

The parties stipulate to the authenticity of the following exhibits unless otherwise indicated in bolded brackets. The parties stipulate that all other objections are reserved until the time of trial:

<b><u>NO.</u></b>	<b><u>DATE</u></b>	<b><u>DESCRIPTION</u></b>
1.	7-12-99	Commercial Building Valuation Report for Annunciation store (ANNUND-506).
2.	7-12-99	Commercial Building Valuation Report for St. Claude store (STCLUND-213 and STCLUND-233).
3.	2-12-02	Basic Evaluation Report for West Esplanade store (RRUND-0196).
4.	1-17-04	Tenant improvement worksheet of Sid Morrison for West Esplanade store (SM5-279-80) [ <b>Objection as to Authenticity</b> ].
5.	1-17-04	Spoilage spreadsheet for West Esplanade store. (SM5-281-82) [ <b>Objection as to Authenticity</b> ].
6.	1-17-04	BPP Wind Damage spreadsheet for West Esplanade store (SM5-283-84) [ <b>Objection as to Authenticity</b> ].
7.	1-17-04	BPP Looting spreadsheet for West Esplanade store (SM5-285-86) [ <b>Objection as to Authenticity</b> ].
8.	1-17-04	ITV Recap, Calculation and Sign Recap for West Esplanade store (SM5-287-90) [ <b>Objection as to Authenticity</b> ].
9.	1-19-04	Email from Sid Morrison to Rick Fernandez and Marc Robert re wind report for Annunciation store (R-0774).
10.	2-10-04	Building Estimate from Sid Morrison to Jay Daussin and Bruce Miller for Canal store (SM4-307-12) [ <b>Objection as to Authenticity</b> ].
11.	2-10-04	Building Estimate from Sid Morrison to Jay Daussin and Bruce Miller for St. Claude store (SM8-155-60) [ <b>Objection as to Authenticity</b> ].
12.	7-6-04	File Structures Information of United Fire & Casualty (UF Misc-0053).

13. 10-1-04 Audit summary of Langer & Associates for Canal store (CANUND-0505).
14. 11-11-04 File Structures Information of United Fire (UF Misc—0049-50).
15. 6-28-05 Spoilage and Theft Inventory for Annunciation store from Robert to Sid Morrison (SM1-0112) [**Objection as to Authenticity**].
- 15A. 7-1-05 United Fire & Casualty Company Insurance Policy for policy period 7-1-05 through 7-1-06 for W. Robert Resources (RRPOL-0001-0110).
- 15B. 7-1-05 United Fire & Casualty Company Insurance Policy for policy period 7-1-05 through 7-1-06 for W. Esplanade store (WEPOL-0001 – 0255).
- 15C. 7-1-05 United Fire & Casualty Company Insurance Policy for policy period 7-1-05 through 7-1-06 for Canal store (CANPOL-0001 – 0236).
- 15D. 7-1-05 United Fire & Casualty Company Insurance Policy for policy period 7-1-05 through 7-1-06 for St. Claude store (STCLPOL-0001 – 0225).
- 15E. 7-1-05 United Fire & Casualty Company Insurance Policy for policy period 7-1-05 through 7-1-06 for Annunciation store (ANNPOL-0001 – 0229).
- 15F. 7-1-05 United Fire & Casualty Company Insurance Policy for policy period 7-1-05 through 7-1-06 for N. Broad store (BROPOL-0001 – 0185).
- 15G. 7-23-05 Inventory for Canal store (R-0866-67).
16. 7-25-05 Audit of Associated Insurance Services on Canal store (CANUND-0640).
17. 7-25-05 Audit of Associated Insurance Services on St. Claude store (STCLUND-0539).
- 17A. 8-29-05 *List of Stolen/Vandalized Items and description of items from Annunciation store (R-4478-79).*
18. 9-1-05 Adjuster Activity Log of Sid Morrison for Annunciation store (SM2-0050) [**Objection as to Authenticity**].
19. 9-1-05 Adjuster Activity Log of Sid Morrison for Annunciation store (SM3-0199) [**Objection as to Authenticity**].
20. 9-1-05 Adjuster Activity Log of Sid Morrison for N. Broad store (SM6-0145) [**Objection as to Authenticity**].

21. 9-1-05 Adjuster Activity Log of Sid Morrison for Canal store (SM4-0086) **[Objection as to Authenticity]**.
22. 9-1-05 Adjuster Activity Log of Sid Morrison for West Esplanade store (SM9-0001) **[Objection as to Authenticity]**.
23. 9-1-05 Adjuster Activity Log of Sid Morrison for West Esplanade store (SM9-0002) **[Objection as to Authenticity]**.
24. 9-1-05 Adjuster Activity Log of Sid Morrison for West Esplanade store (SM9-0003) **[Objection as to Authenticity]**.
25. 9-1-05 Adjuster Activity Log of Sid Morrison for West Esplanade store (SM9-0004) **[Objection as to Authenticity]**.
26. 9-1-05 Adjuster Activity Log of Sid Morrison for St. Claude store (SM8-0061) **[Objection as to Authenticity]**.
27. 9-5-05 Procedures for Handling Claims of United Fire (UF Misc-483).
- 27A. 9-5-05 Procedures for Handling Claim Losses (Gaddis-0018).
28. 9-6-05 Fax from Stacy Hrabek of United Fire to PLC re Notice of New Claim Assignment for West Esplanade store (SM5-398-401) **[Objection as to Authenticity]**.
29. 9-6-05 Letter from United Fire to M.L. Robert assigning adjuster to claim for Annunciation store (R-2489).
30. 9-8-05 Email from Sid Morrison to Chuck Street of PLC (SM1-0082) **[Objection as to Authenticity]**.
31. 9-8-05 Adjuster Activity Log of Sid Morrison for Canal store (SM9-0008) **[Objection as to Authenticity]**.
32. 9-8-05 Adjuster Activity Log of Sid Morrison for Annunciation store (SM9-11-12) **[Objection as to Authenticity]**.
33. 9-8-05 Adjuster Activity Log of Sid Morrison for N. Broad store (SM9-0014) **[Objection as to Authenticity]**.
34. 9-8-05 Adjuster Activity Log of Sid Morrison for St. Claude store (SM9-0016) **[Objection as to Authenticity]**.
35. 9-8-05 Adjuster Activity Log of Sid Morrison for Annunciation store (SM9-0019) **[Objection as to Authenticity]**.

- 35A. 9-9-05 Acknowledgement of Sid Morrison of PLC to Robert Fresh Market re assignment of claim for Annunciation store (R-2499) [**Objection as to Authenticity**].
36. 9-11-05 Photographs of Sid Morrison of Canal store (SM4-104) [**Objection as to Authenticity**].
37. 9-12-05 File Note of Leo Wegmann to Jay Daussin and Mark LeBlanc re cause of loss for West Esplanade store (WE-00526).
38. 9-14-05 File Note of Leo Wegmann to Jay Daussin re Canal store (WE-00526).
39. 9-15-05 Fax from Paula Navo of United Fire to PLC faxing Notice of New Claim Assignment for Annunciation store (SM3-0326-29) [**Objection as to Authenticity**].
40. 9-15-05 Fax from Paula Navo of United Fire to PLC faxing Notice of New Claim Assignment for Canal store (SM4-0361-64) [**Objection as to Authenticity**].
41. 9-15-05 Fax from Paula Navo of United Fire to PLC faxing Notice of New Claim Assignment for Annunciation store (PLC-0004-07).
42. 9-15-05 Notice of New Claim Assignment of United Fire to File re Canal store (CAN-00319).
43. 9-15-05 Letter from United Fire Claims Department to Marketfare Canal re assignment of adjuster for claim (CAN-00323).
44. 9-15-05 Notice of New Claim Assignment of United Fire to File re St. Claude store (STCL-00346).
45. 9-21-05 Photographs of Sid Morrison of Annunciation store (SM2-24-49) [**Objection as to Authenticity**].
46. 9-21-05 Photographs of Sid Morrison of Annunciation store (SM3-130-95) [**Objection as to Authenticity**].
47. 9-21-05 Photographs of Sid Morrison of N. Broad store (SM6-79-143) [**Objection as to Authenticity**].
48. 9-21-05 Notice of New Claim Assignment of United Fire to File re N. Broad store (BR-00121).

49. 9-22-05 Email from Rick Fernandez to Sid Morrison attaching information requested to begin processing claims (R-0001).
50. 9-22-05 Quarterly Income Statement for first quarter of M.L. Robert, LLC to Sid Morrison for West Esplanade store (SM5-0173-80) [**Objection as to Authenticity**].
51. 9-22-05 Quarterly Income Statement for second quarter of M.L. Robert, LLC to Sid Morrison for West Esplanade store (SM5-0191-96).
- 51A. 9-22-05 Approval for Re-Opening from the Department of Health and Hospitals issued to Robert Fresh Market – West Esplanade (R-2823).
52. 9-25-05 Initial Reserve Report of Sid Morrison to Stacy Hrabek of United Fire for West Esplanade store (SM5-392-93) [**Objection as to Authenticity**].
53. 9-26-05 Initial Reserve Report of Sid Morrison to Paula Navo of United Fire for Annunciation store (SM3-319-20 and ANN-130-31).
54. 9-26-05 Initial Reserve Report of Sid Morrison to Paula Navo of United Fire for Canal store (SM4-355-56 and CAN-149-50).
55. 9-26-05 Initial Reserve Report of Sid Morrison to Paula Navo of United Fire for N. Broad store (SM6-173-74 and BR-0086).
56. 9-26-05 Initial Reserve Report of Sid Morrison to Paula Navo of United Fire for St.Claude store (SM8-289-90 and STCL-159-60).
57. 9-26-05 Adjuster Activity Log of Sid Morrison for Canal store (SM9-0022) [**Objection as to Authenticity**].
58. 9-27-05 Spreadsheet of United Fire's payments to PLC for Katrina claims (UF Misc-400-73).
59. 9-28-05 File Note of Sheryl Kuchel of United Fire to Bruce Eichler of United Fire re review of reserves for Canal store (CAN-00160).
60. 9-28-05 File Note of Craig Vyhnalek of United Fire to file re review of coverages for Annunciation store (ANN-00139).
61. 9-28-05 File Note of Cindy Davies of United Fire to file re initial reserve report for St. Claude store (STCL-00168).
62. 9-29-05 Letter from Mike Sherwood of Johnson, Cambra & Libbert to Jerry Provencher of PLC with preliminary review of lost profits and

- inventory claim for West Esplanade store (SM5-256) [**Objection as to Authenticity**]
63. 9-29-05 File Note of Bruce Eichler of United Fire to file re setting reserves for Canal store (CAN-00160).
  64. 9-30-05 File Note of Kristine Shares of United Fire to file re reserves for Annunciation store (ANN-0139).
  65. 9-30-05 File Note of Mary Grady of United Fire to file re increasing reserves for St. Claude store and approval of same (STCL-0168).
  66. 9-30-05 Increase Reserve Notification of Mary Grady to Scott McIntyre, Dave Conner, Doug Walters and Neal Scharmer of United Fire for St. Claude store (STCL-0171).
  67. 10-1-05 PLC PhotoSheet of Sid Morrison for West Esplanade store (SM5-226-45) [**Objection as to Authenticity**].
  68. 10-1-05 Second Report with Advance Request of Sid Morrison to Stacy Hrabek of United Fire for West Esplanade store (SM5-365-90 and WE-0239-83).
  69. 10-3-05 File note of Bruce Miller of United Fire to file re file review for St. Claude store (STCL-00168).
  70. 10-3-05 File note of Scott Gaddis of United Fire to file re reserve recommendation for West Esplanade store (WE-0526).
  71. 10-4-05 Letter from Mike Sherwood of Johnson, Cambra & Libbert to Jerry Provencher of PLC with preliminary review of lost profits and inventory claim for St. Claude store (R-2326-30).
  72. 10-4-05 Claim Summary and Comparison of Johnson, Cambra & Libbert to Sid Morrison for St. Claude store (SM8-71-74) [**Objection as to Authenticity**].
  73. 10-4-05 Email from Jerry Provencher of PLC to Bruce Miller of United Fire forwarding Katrina Fee Schedule (UF Misc-474).
  74. 10-4-05 File note of Kristine Schares to file re inspection of Annunciation store by Sid Morrison and breakdown of looting versus wind/water damage (ANN-00138).
  75. 10-4-05 File note of Kristine Schares to file re adjustment and recommendations for Annunciation store (ANN-00139).

76. 10-4-05 File note of Scott Gaddis to file re revised reserve note, adjustment of reserves and flooding for West Esplanade store (WE-00525).
77. 10-4-05 File note of Leo Wegmann of United Fire to Scott Gaddis requesting reserve notification for West Esplanade store (WE-00526)
78. 10-4-05 File note of Scott Gaddis of United Fire to Bruce Miller re reserves and issuance of advance for West Esplanade store (WE-00556).
79. 10-4-05 Email from Scott Gaddis of United Fire to Sid Morrison re setting reserves for West Esplanade store (WE-00557).
80. 10-5-05 Email from Sid Morrison to Rick Fernandez (R-0294).
81. 10-5-05 Fax from Susan Young of United Fire to PLC forwarding Notice of New Claim Assignment for Annunciation store (SM2-0094-97) **[Objection as to Authenticity]**.
82. 10-5-05 File note of Al Schons of United Fire to Bruce Miller re coverage in order for West Esplanade store (WE-00524-25).
- 82A. 10-5-05 Email from Rick Fernandez to Michael Sherwood re St.Claude and West Esplanade (R-0026).
- 82B. 10-5-05 Letter from United Fire Group to Marketfare Annunciation re adjuster for claim (R-2827).
83. 10-6-05 Advance Payment Log of PLC for West Esplanade store (SM5-247) **[Objection as to Authenticity]**.
84. 10-6-05 File note of Scott Gaddis of United Fire to file issuance of advance payments for West Esplanade store (WE-00524).
85. 10-6-05 File note of Bruce Miller of United Fire to Al Schons re advances for West Esplanade store (WE-00524).
86. 10-6-05 Increase Reserve Notification from Scott Gaddis of United Fire to Scott McIntyre, John Rife, Dave Conner, Doug Walters and Neal Scharmer re West Esplanade store (WE-0566).
- 86A. 10-6-05 Check from United Fire Group to Roberts Fresh Market in the amount of \$80,000 for Business Income Advancement (R-2825).
87. 10-7-05 File note of Kristine Schares of United Fire to file re reserve request on Annunciation store (ANN-00138).

88. 10-7-05 Increase Reserve Notification of Kristine Schares of United Fire to Scott McIntyre, John Rife, Dave Conner, Doug Walters and Neal Scharmer re Annunciation store (ANN-00142).
89. 10-10-05 Email from Jerry Provencher of PLC to Bruce Miller of United Fire forwarding CAT Business Income Fee Schedule (UF Misc-476-78).
90. 10-11-05 Email from Mike Sherwood of Johnson, Cambra & Libbert to Sid Morrison forwarding preliminary report for inventory loss claim of Annunciation store (R-0028-29).
- 90A. 10-11-05 Email from Mike Sherwood of Johnson, Cambra & Libbert to Sid Morrison forwarding initial calculation worksheets (R-0030-35).
91. 10-11-05 Email from Mike Sherwood of Johnson, Cambra & Libbert to Sid Morrison forwarding preliminary report for inventory loss claim for Canal store (R-0036-37).
92. 10-11-05 UF Reserve of Sid Morrison to Susan Young of United Fire for Annunciation store (SM2-91-92) **[Objection as to Authenticity]**.
93. 10-11-05 Preliminary Report from Mike Sherwood of Johnson, Cambra & Libbert to Sid Morrison for Annunciation store (SM3-118-28 and R-2834-39).
94. 10-11-05 Preliminary Report from Mike Sherwood of Johnson, Cambra & Libbert to Sid Morrison for Canal store (SM4-92-102 and R-2369-2374).
95. 10-13-05 Email from Rick Fernandez to Mike Sherwood of Johnson, Cambra & Libbert re continuing rent payments for Canal store (R-0038-40).
96. 10-15-05 Email from Sid Morrison to Mike at Robert Fresh Market forwarding preliminary reports for Canal and Annunciation stores (R-0043-55).
97. 10-17-05 Second Report with Advance Request of Sid Morrison to Paula Navo of United Fire for Annunciation store (SM3-251-54 and ANN-144-62).
98. 10-17-05 PLC PhotoSheet of Sid Morrison for Canal store (SM4-221-48) **[Objection as to Authenticity]**.
99. 10-17-05 Second Report with Advance Request of Sid Morrison to Paula Navo of United Fire for Canal store (SM4-290-93) **[Objection as to Authenticity]**.

100. 10-17-05 Second Report with Advance Request of Sid Morrison to Paula Navo of United Fire for Canal store. (CAN-169-91).
101. 10-17-05 PLC Replacement Cost Worksheet of Sid Morrison to United Fire for Canal store (SM4-0300) [**Objection as to Authenticity**].
102. 10-17-05 Second Report with Advance Request of Sid Morrison to Mary Grady of United Fire for St. Claude store (SM8-247-56 and STCL-174-97).
103. 10-18-05 File note of Bruce Miller of United Fire to Mary Grady to request estimates for St. Claude store (STCL-00168).
104. 10-18-05 Email from Mary Grady of United Fire to Sid Morrison requesting estimate for St. Claude store (STCL-00172).
- 104A. 10-18-05 Check from United Fire Group to M.L. Robert II, LLC in the amount of \$220,000 for advance on personal property.
105. 10-19-05 File note of Craig Vyhnalek of United Fire to file re advance payments for Annunciation store (ANN-00137).
106. 10-20-05 Email from Mary Grady of United Fire to Sid Morrison re report on St. Claude store (SM8-162) [**Objection as to Authenticity**].
107. 10-20-05 File note of Mark Randall of United Fire to Ken Allers re payment for contents for Annunciation store (ANN-00137).
108. 10-20-05 File note of Ken Allers of United Fire to Mark Randall re recommendation for advances for Annunciation store (ANN-00137).
109. 10-20-05 Email from Ken Allers of United Fire to Sid Morrison re advance for personal property at Annunciation store (ANN-00163).
110. 10-20-05 File note of Mary Grady of United Fire to file re adequate reserves for St. Claude store (STCL-00167).
111. 10-20-05 Email from Mary Grady of United Fire to Sid Morrison re hurricane damage and looting damage at St. Claude store (STCL-00198).
112. 10-21-05 Adjuster Activity Log of Sid Morrison for St. Claude store (SM9-0017) [**Objection as to Authenticity**].
113. 10-21-05 Increase Reserve Notification of Bruce Eichler of United Fire to Scott McIntyre and John Rife of United Fire for Canal store (UF Misc-0162).

114. 10-21-05 File note of Bruce Eichler of United Fire to file re reserve recommendations for Canal store (CAN-00159).
115. 10-24-05 Adjuster Activity Log of Sid Morrison for Canal store (SM9-0009) **[Objection as to Authenticity]**.
116. 10-24-05 File note of Bruce Eichler of United Fire to file re wind/storm damage at Canal store (CAN-00159).
117. 10-24-05 File note of Tom Lanz of United Fire to file re handling of loss for Canal store (CAN-00159).
118. 10-25-05 File note of Dave Conner of United Fire to file re advance request and coverage questions for Canal store (CAN-00158).
119. 10-25-05 File note of Dave Conner of United Fire to file re flooding at Canal store (CAN-00158).
120. 10-26-05 File note of Roberta Sniffin of United Fire to file re issuance of advance checks for Canal store (CAN-00158).
- 120A. 10-26-05 Email from Marc Robert to Cynthia Lebreton re St. Claude store (R-2331).
121. 10-28-05 PLC Payment Log of Sid Morrison for Annunciation store (SM2-0067) **[Objection as to Authenticity]**.
122. 10-28-05 Receipt of Advance Payment from United Fire to Marketfare Annunciation (R-2831-33).
123. 10-28-05 File note of Bruce Miller of United Fire to Mark LeBlanc requesting reinspection of file for Canal store (CAN-00157).
124. 10-28-05 File note of Jay Daussin of United Fire to Mark Randall re status on St. Claude store (STCL-00166).
125. 11-1-05 File note of Mark Randall of United Fire to Tom Lanz re advances on St. Claude store (STCL-00166).
126. 11-2-05 File note of Tom Lanz of United Fire to Mark Randall re advances on St. Claude store (STCL-0166).
127. 11-2-05 Email from Sid Morrison to Bruce Miller of United Fire re sequence of events for Canal, North Broad, Robert E. Lee and St. Claude stores (REL-00245).

- 127A. 11-2-05 Check from Fidelity National Insurance Company to Marketfare Canal in the amount of \$100,000 (R-2376).
128. 11-3-05 Receipt of Advance Payment of United Fire to Marketfare St. Claude (R-2338-41).
- 128A. 11-3-05 Check to Marketfare St. Claude from United Fire (STCL-396)
129. 11-3-05 Receipt of Advance Payment of United Fire to Marketfare Canal (R-2377-79).
130. 11-3-05 Advance check from United Fire to Marketfare N. Broad for personal property (R-2887).
131. 11-3-05 Email from Mark LeBlanc of United Fire to United Fire emailing 6 photos of Canal store (CAN-00205-11).
132. 11-3-05 File note of Bruce Miller of United Fire to file re wind loss for Canal store (CAN-00354).
133. 11-3-05 File note of Bruce Miller of United Fire to file re discussing loss with agents for Annunciation store (ANN-00136).
134. 11-3-05 Payment Detail Inquiry of United Fire re advance payment on North Broad store (BR-00117).
- 134A. 11-3-05 Check from United Fire Group to Marketfare Annunciation in the amount of \$50,000 for advance on building (R-2833).
135. 11-4-05 PLC Payment Log of Sid Morrison for Annunciation store (SM3-217) **[Objection as to Authenticity]**.
136. 11-4-05 PLC Payment Log of Sid Morrison for N. Broad store (SM6-0159) **[Objection as to Authenticity]**.
137. 11-4-05 PLC Payment Log of Sid Morrison for St. Claude store (SM8-120).
138. 11-5-05 Receipt of Advance Payment signed by Rick Fernandez to United Fire for advances made on St. Claude store (STCL-00243).
139. 11-7-05 Advance Draft Request Report of Ron Davis of PLC to United Fire for Canal store (PLC-632-39 and CAN-00212-19).
140. 11-7-05 Advance Draft Request Report of Ron Davis of PLC to United Fire for St. Claude store (PLC-199-206 and STCL-00199).

141. 11-8-05 File note of Mark LeBlanc of United Fire to Bruce Miller re inspection of Canal store (CAN-00157).
142. 11-8-05 Email from Dan McInerney of United Fire to Bruce Miller re West Esplanade store (WE-00676)
- 142A. 11-8-05 Email from Gus Bazin (ANN-227).
143. 11-9-05 Email from Mary Grady of United Fire to Sid Morrison re review of report on St. Claude store (STCL-00209-11).
144. 11-10-05 Email from Mary Grady of United Fire to Sid Morrison re St. Claude report (SM8-76-77) [**Objection as to Authenticity**].
145. 11-12-05 Service Invoice No. 5795 of PLC to United Fire on N. Broad store (PLC-0218-20).
146. 11-12-05 Service Invoice No. 5796 of PLC to United Fire on St. Claude store (PLC-0270).
147. 11-12-05 Service Invoice No. 5797 of PLC to United Fire for West Esplanade store (PLC-0363).
148. 11-13-05 File note of Mike Armstrong of United Fire to Tom Miller re advances for Canal store (CAN-00156-57).
149. 11-14-05 File note of Steve Ross of United Fire to Mike Armstrong re building, contents and income claims for Canal store (CAN-00156).
- 149A. 11-15-05 Letter from Marc Robert to Estate of John G. Schwegmann, Jr., et al re lease of St. Claude Avenue (R-2324-25).
- 149B. 11-21-05 File note of Bruce Miller to Jay Daussin re review of files (REL-235).
150. 11-22-05 File note of Bruce Miller of United Fire to Jay Daussin re review of loss at Canal store (CAN-00155).
151. 11-28-05 Payment Detail Inquiry of United Fire showing payments on West Esplanade store (WE-00314)
- 151A. 11-28-05 Property Loss Consulting Invoice No. 000052 to The Hanover Insurance Companies (PLC-0723).
- 151B. 11-29-05 Property Loss Consulting Invoice No. 000053 to The Hanover Insurance Companies (PLC-0704).

152. 11-30-05 Service Invoice No. 5821 of PLC to United Fire for Annunciation store (ANN-00228).
- 152A. 12-2-05 Release by United Fire re estimate of impact of Hurricane Katrina and Hurricane Rita (UF Misc-1166-67).
153. 12-5-05 Email from Rick Fernandez to Marc Robert re meeting with Sid Morrison (R-0205).
154. 12-9-05 Burglary Reserve Information by Sid Morrison for all stores (SM1-74-75) [**Objection as to Authenticity**].
155. 12-9-05 Burglary Reserve Report by Sid Morrison to Bruce Miller of United Fire (SM1-179-80).
156. 12-9-05 Adjuster Activity Log of Sid Morrison for Annunciation store (SM9-0020) [**Objection as to Authenticity**].
157. 12-12-05 File note of Mark Randall of United Fire to Jay Daussin re file assignment for Canal store (CAN-0155)
158. 12-12-05 File note of Jay Daussin of United Fire to Melissa Mundell advising Daussin is supervisor on Marketfare files (RR-00061).
159. 12-15-05 Email from Rick Fernandez to Kandy Ray of PLC re advances (R-101).
160. 12-15-05 Reserve Summary Inquiry of United Fire for Canal store (UF Misc-00628).
161. 12-15-05 Reserve Summary Inquiry of United Fire for Annunciation store (UF Misc-101-02).
162. 12-15-05 Reserve Summary Inquiry of United Fire for N. Broad store (UF Misc-0126).
163. 12-15-05 Reserve Summary Inquiry of United Fire for West Esplanade store (UF Misc-181).
164. 12-15-05 File note of Jay Daussin of United Fire to file re losses for Annunciation store (ANN-00136).
- 164A. 12-15-05 Revised reserves for Robert Group (UF Misc-172)

165. 12-16-05 Email from Rick Fernandez to Marc Robert re business interruption claims (R-100).
166. 12-16-05 Handwritten note of Marc Robert re business interruption (R-2954).
167. 12-16-05 Fax from Paula Navo of United Fire to PLC sending loss notice for looting claim for N. Broad store (PLC-0232-35).
168. 12-16-05 File note of Jay Daussin of United Fire re needed information for Canal store loss (CAN-0155).
169. 12-16-05 File note of Jay Daussin of United Fire re need for reserve recommendation from adjuster (CAN-00353).
170. 12-16-05 File note of Jay Daussin of United Fire re review of file for St. Claude store (STCL-00165)
171. 12-16-05 File note of Jay Daussin re review of file for West Esplanade store (WE-00519).
- 171A. 12-16-05 Email from Marc Robert to Sid Morrison re schedule of losses for Annunciation store (R-0837).
- 171B. 12-16-05 Letter from United Fire to Marketfare N. Broad re adjuster assigned to claim (R-2884)
172. 12-18-05 Email from Marc Robert to Sid Morrison forwarding corrected inventory for West Esplanade store (R-0838).
173. 12-19-05 Email from Rick Fernandez to Kandy Ray of PLC re advances for Canal store (R-101-02 and R-5140-41).
174. 12-19-05 Email from Marc Robert to Sid Morrison forwarding summary schedule of expenses for West Esplanade store (R-834-36).
175. 12-19-05 Revised Reserves by Sid Morrison on all stores (SM1-0219) **[Objection as to Authenticity]**.
176. 12-19-05 Revised Reserves of Robert Group by United Fire (UF Misc-172).
- 176A. 12-19-05 Letter from William Montgomery to Marc Robert re Canal store (R-2380).
- 176B. 12-19-05 Email from Jerry Provencher of Property Loss to Jeff Martin re subcontractor fees (PLC-0712-13)

177. 12-20-05 Email from Rick Fernandez to Kandy Ray of PLC re advances (R-104).
178. 12-20-05 Email from Sid Morrison to Rick Fernandez re business interruption claim for Canal and West Esplanade stores (R-104).
179. 12-20-05 Payment Detail Inquiry of United Fire for Canal store (UF Misc-952).
- 179A. 12-20-05 Release by United Fire re catastrophe losses related to Hurricane Katrina (UF Misc-1164-65)
180. 12-21-05 Email from Rick Fernandez to Marc Robert re Daussin handling files (R-110).
- 180A. 12-21-05 *Payment information for Bank of the Southwest for Sue Vioedman (PLC-0714).*
- 180B. 12-22-05 Email from Kandy Ray of PLC to Rick Fernandez re Jay Daussin (R-111).
181. 12-27-05 File note of Jay Daussin of United Fire re meeting with adjuster and Joseph Balfour re Canal store (CAN-00154).
182. 12-28-05 Email from Rick Fernandez to Marc Robert re conversation with Jay Daussin and Joe Balfour (R-121).
183. 12-28-05 Email from Sid Morrison to Rick Fernandez re list of items needed (R-147-49 and R-1065-66).
184. 12-28-05 Burglary Reserve Report of Sid Morrison to Bruce Miller and Jay Daussin of United Fire (SM1-202-03) [**Objection as to Authenticity**].
185. 12-31-05 Pages from United Fire's 2005 Annual Report (UF Misc-0861-63).
186. 1-2-06 Email from Rick Fernandez to Joseph Balfour attaching inventories and spoilage for all stores (R-123-33 and R-2501).
187. 1-2-06 Letter from Joseph Balfour to Jay Daussin of United Fire re meeting with Robert to complete claims (CAN-00232-46).
188. 1-4-06 Email from Sid Morrison to Rick Fernandez requesting additional information for Annunciation office claim (R-0150).
- 188A. 1-4-06 Email from Sid Morrison to Rick Fernandez re computers at Annunciation office (R-0151).

189. 1-6-06 Email from Rick Fernandez to Jay Daussin of United Fire re advances (R-0134).
190. 1-9-06 Email from Rick Fernandez to Marc Robert and Buddy Seeling re spoilage and theft claims (R-0134).
191. 1-9-06 Statement of Loss for West Esplanade store (R-1055).
192. 1-9-06 Statement of Loss by Sid Morrison to United Fire for West Esplanade store (SM5-90-91) [**Objection as to Authenticity**].
- 192A. 1-9-06 Email from Rick Fernandez to Marc Robert re advances (R-2761-62).
- 192B. 1-9-06 Statement of Loss of PLC to United Fire re West Esplanade store (R-0237).
193. 1-12-06 Building Estimate Report of PLC to United Fire for Annunciation store (R-1067).
194. 1-16-06 Email from Sid Morrison to Rick Fernandez re looting at Annunciation store (R-0163-65).
195. 1-16-06 Email from Rick Fernandez to Sid Morrison re inventory for Annunciation store (R-0336-50).
- 195A. 1-16-06 Email from Sid Morrison to Rick Fernandez re report for West Esplanade (R-0166).
196. 1-17-06 Email from Sid Morrison to Rick Fernandez re Statement of Loss for West Esplanade store (R-0136-42).
197. 1-18-06 Email from Rick Fernandez to Sid Morrison forwarding information re destruction of produce (R-351).
198. 1-18-06 Email from Marc Robert to Dick Spies, Denny Dinnat and Sid Morrison attaching schedule of losses for St. Claude store (R-0831).
199. 1-18-06 Email from Marc Robert to Dick Spies, Denny Dinnat and Sid Morrison attaching schedule of losses for Canal store (R-0989).
200. 1-19-06 Email from Sid Morrison to Rick Fernandez re claim list for all stores (R-0167-68).
201. 1-19-06 Email from Rick Fernandez to Marc Robert re claim for West Esplanade store (R-295).

202. 1-16-06 Letter from Sid Colwart of Associated Groceries to Marc Robert re store damage (R-0352 and R-1064).
203. 1-19-06 Notes of Marc Robert re advance for West Esplanade store (R-2967-68).
204. 1-20-06 Email from Sid Morrison to Rick Fernandez re looting claims for Annunciation, Robert E. Lee and West Esplanade stores (R-231).
205. 1-20-06 Email from Sid Morrison to Rick Fernandez and Marc Robert re estimates for Annunciation, Robert E. Lee and West Esplanade stores (R-780).
206. 1-20-06 Building Estimate Report of Sid Morrison to United Fire for Annunciation store (R-1041).
207. 1-20-06 Checks from United Fire to Marketfare Canal for business personal property and building advance for Canal store (R-2389-90).
208. 1-20-06 File note of Bruce Miller of United Fire re issuance of advances on Canal store (CAN-00154).
209. 1-20-06 Increase Reserve Notification of Jay Daussin to Scott McIntyre, John Rife, Dave Conner, Neal Scharmer, Tom Lanz, Doug Walters and Bruce Miller for Canal store (CAN-00251).
210. 1-20-06 File note of Bruce Miller of United Fire re advance for St. Claude store (STCL-00165)
211. 1-20-06 File note of Bruce Miller of United Fire re issuance of advance on West Esplanade store (WE-00519).
212. 1-20-06 Payment Detail Inquiry of United Fire reflecting advances made for building and income on West Esplanade store (WE-0787).
- 212A. 1-20-06 Check from United Fire Group to Marketfare Canal in the amount of \$50,000 for business personal property and check in the amount of \$100,000 for building advance (R-2389-90).
213. 1-25-06 Closing Report – Wind by Sid Morrison to Bruce Miller and Jay Daussin of United Fire for West Esplanade store (SM5-74-87) **[Objection as to Authenticity]**.
214. 1-25-06 Closing Report by Sid Morrison to Bruce Miller and Jay Daussin of United Fire for West Esplanade store (WE-753-62).

215. 1-25-06 Email from Sid Morrison to Selena Ray of PLC forwarding closing report for West Esplanade store (PLC-0473).
216. 1-27-06 Email from Rick Fernandez to Marc Robert with Statement of Loss from Sid Morrison for West Esplanade store (R-236).
- 216A. 2-1-06 Property Loss Consulting Invoice No. 000067 to The Hanover Insurance Companies (PLC-0727).
217. 2-2-06 Closing Report by Sid Morrison to Bruce Miller and Jay Daussin of United Fire for West Esplanade store (SM5-403-22) [**Objection as to Authenticity**].
218. 2-2-06 Service Invoice Worksheet of Sid Morrison to United Fire for West Esplanade store (SM5-424) [**Objection as to Authenticity**].
219. 2-6-06 Email from Mark LeBlanc of United Fire to United Fire forwarding 8 photographs of Canal store (CAN-00252-60).
- 219A. 2-6-06 Property Loss Consulting Service Invoice No. 7611 to Hanover Insurance (PLC-0728).
220. 2-7-06 Photographs by Sid Morrison on St. Claude store (SM8-300-32) [**Objection as to Authenticity**].
221. 2-8-06 Email from Sid Morrison to Jeff Martin of PLC re building estimates (SM1-78-79) [**Objection as to Authenticity**].
222. 2-11-06 Email from Sid Morrison to Rick Fernandez re items needed for claims on all stores (R-248).
223. 2-11-06 Email from Sid Morrison to Rick Fernandez re Canal and St. Claude stores (R-386).
- 223A. 2-11-06 Letter from Sid Morrison to Rick Fernandez re items needed (R-1024-26 and R-0249-51).
224. 2-13-06 Email from Rick Fernandez to Sid Morrison forwarding lease for N. Broad store (R-519).
225. 2-13-06 Email from Rick Fernandez to Sid Morrison forwarding lease for West Esplanade store (R-596).
226. 2-14-06 Email from Sid Morrison to Rick Fernandez re reports on St. Claude store (R-0194-97).

227. 2-14-06 Replacement Cost Worksheet of Sid Morrison to United Fire for St. Claude store (SM8-0152) [**Objection as to Authenticity**].
228. 2-14-06 Third Report of Sid Morrison to Mary Grady of United Fire for St. Claude store (SM8-0264-66 and STCL-00282).
229. 2-14-06 Third Report of Sid Morrison to Mary Grady of United Fire for St. Claude store (PLC-290-309).
230. 2-14-06 Third Report of Sid Morrison to Mary Grady of United Fire for St. Claude store (STCL-282-301).
231. 2-15-06 Third Report Wind Building of Sid Morrison to Paula Navo of United Fire for Canal store (SM4-314-27 and CAN-266-75).
232. 2-15-06 Third Report Wind by Sid Morrison to United Fire for Canal store (SM4-0295-98) [**Objection as to Authenticity**].
233. 2-15-06 Third Report Wind Building by Sid Morrison to United Fire for Canal store (PLC-659-68).
234. 2-16-06 Service Invoice Worksheet of Sid Morrison to United Fire for St. Claude store (SM8-0046 and PLC-00266; PLC-0273).
- 234A. 2-19-06 Property Loss Consulting Invoice No. 01099 to United Fire (PLC-0707).
235. 2-22-06 Email from Rick Fernandez to Sid Morrison re leases for all stores (R-695).
236. 2-22-06 Email from Rick Fernandez to Sid Morrison forwarding spreadsheets for all stores of stolen/vandalized items (R-696).
237. 2-23-06 Email from Rick Fernandez to Marc Robert re status of business interruption claims with Joseph Balfour (R-135).
238. 2-25-06 Email from Sid Morrison to Marc Robert attaching reports for Canal, Robert E. Lee and St. Claude (R-172-93).
239. 2-25-06 Police Reports submitted by Robert (R-0717-22 and R-4450-73 and R-4476-77).
240. 2-27-06 Email from Rick Fernandez to Sid Morrison forwarding police reports for stores (R-258).

241. 2-27-06 Email from Rick Fernandez to Sid Morrison re spoilage claims for all stores (R-705).
242. 3-2-06 Email from Rick Fernandez to Sid Morrison re burglary claim for West Esplanade store (R-282).
243. 3-2-06 Email from Marc Robert to Sid Morrison attaching schedule of losses for Annunciation, N. Broad, Robert E. Lee and West Esplanade stores (R-824).
244. 3-2-06 Email from Marc Robert to Sid Morrison re *schedule of losses* for Canal store (R-825).
245. 3-2-06 Email from Marc Robert to Sid Morrison re *schedule of losses* for St. Claude and West Esplanade stores (R-826).
246. 3-2-06 Email from Rick Fernandez to Marc Robert re Annunciation burglary claim (R-994).
247. 3-2-06 Service Invoice Worksheet of Sid Morrison to United Fire for Annunciation store (SM3-116) [**Objection as to Authenticity**].
248. 3-2-06 Spoilage Report by Sid Morrison to Jay Daussin and Bruce Miller of United Fire for Annunciation store (SM3-322-24 and ANN-249).
249. 3-2-06 Spoilage Fourth Report by Sid Morrison to Jay Daussin and Bruce Miller of United Fire for Canal store (SM4-329-33 and CAN-278-80).
250. 3-2-06 Spoilage Fourth Report by Sid Morrison to Jay Daussin and Bruce Miller of United Fire for St. Claude store (SM8-185-87 and STCL-303-05)
251. 3-3-06 Closing Report by Sid Morrison to Bruce Miller and Jay Daussin of United Fire for Annunciation store (SM3-263-315) [**Objection as to Authenticity**].
252. 3-3-06 Closing Report by Sid Morrison to Bruce Miller and Jay Daussin of United Fire for Annunciation store (PLC-77-141)
- 252A. 3-7-06 Property Loss Consulting Service Invoice No. 8157 to United Fire (PLC-0708).
253. 3-8-06 Email from Sid Morrison to Marc Robert re inventories for Annunciation, Canal and Robert E. Lee (R-259).

254. 3-8-06 Email from Sid Morrison to Rick Fernandez inventories for Canal, St. Claude and Robert E. Lee and statement of loss for Annunciation (R-761).
255. 3-13-06 Commercial Building Valuation Report for Annunciation store (ANNUND-0002)
256. 3-15-06 Email from Rick Fernandez to Sid Morrison re spoilage claims for Annunciation, Robert E. Lee, St. Claude and West Esplanade stores (R-280 and WE-00378).
- 256A. 3-15-06 Email from Rick Fernandez to Sid Morrison re spoilage claims (R-845 and R-2772).
- 256B. 3-16-06 Email from Rick Fernandez to Brigitte Murphy re theft claim for West Esplanade (R-2724).
257. 3-17-06 Email from Sid Morrison to Rick Fernandez re spoilage claim for West Esplanade store (R-759).
258. 3-17-06 Email from Sid Morrison to Kathy Bowser and Jeff Martin of PLC re burglary claim for Annunciation store (SM10-0006-08) [**Objection as to Authenticity**].
259. 3-17-06 Email from Sid Morrison to Kathy Bower and Jeff Martin of PLC re status of claims (SM10-0006-08).
260. 3-17-06 Service Invoice No. 8252 of PLC to United Fire for Annunciation store (PLC-0074).
261. 3-17-06 Service Invoice No. 8255 of PLC to United Fire for West Esplanade store (PLC-0360).
262. 3-17-06 Service Invoice No. 8253 of PLC to United Fire for Canal store (PLC-0648)
263. 3-17-06 Email from Christina Lindley of United Fire to United Fire forwarding PLC Service Invoice for Canal store (CAN-00276).
264. 3-21-06 Email from Sid Morrison to Marc Robert re spoilage claim for West Esplanade store (R-281).
- 264A. 3-24-06 Email from Rick Fernandez to Sid Morrison forwarding police reports (R-737-43, and R-746).

265. 3-25-06 Email from Sid Morrison to Marc Robert re looting claims for Canal and Robert E. Lee stores (R-292).
266. 3-28-06 Email from Sid Morrison to Jerry Provencher of PLC (SM10-0006) **[Objection as to Authenticity]**.
267. 3-29-06 Email from Leo Wegmann to Jay Daussin, Mark LeBlanc, Bruce Miller, Jerry Provencher and Dave Conner re 13 claims for insured (SM1-106) **[Objection as to Authenticity]**.
268. 3-30-06 Email from Sid Morrison to Marc Robert re claims (R-791).
269. 3-30-06 Email from Sid Morrison to Marc Robert re looting claims for Canal, Robert E. Lee and West Esplanade stores (R-859).
270. 3-30-06 Recap of Betterments of Sid Morrison to United Fire for St. Claude store (SM8-022) **[Objection as to Authenticity]**.
271. 3-30-06 Email from Sid Morrison to Jerry Provencher of PLC re Robert claims (SM10-12-13) **[Objection as to Authenticity]**.
272. 3-30-06 Email from Jerry Provencher of PLC to Sid Morrison re Robert claims (SM10-13-14) **[Objection as to Authenticity]**.
273. 3-30-06 Email from Sid Morrison to Jerry Provencher of PLC re Robert claims (SM10-15-16) **[Objection as to Authenticity]**.
- 273A. 3-30-06 Email from Sid Morrison to Marc Robert re claims (R-0872-73) **[Objection as to Authenticity]**.
- 273B. 4-5-06 Email from Robert Raitano to Rick Fernandez re contents for loss for St. Claude and Canal (R-0886-87) **[Objection as to Authenticity]**.
274. 4-10-06 File note of Dave Conner of United Fire re reserves for Canal store (CAN-00154)
275. 4-11-06 File note of Jay Daussin of United Fire to Dave Conner re information from PLC on Robert claims (CAN-00154).
- 275A. 4-12-06 Email from Bruce Miller to Jerry Provencher, David Kurland, Jeff Martin, Leo Wegmann and Jay Daussin re Marketfare/Robert files and response email by Bruce Miller (Miller Depo Exhibit 1).
276. 4-13-06 File note of Dave Conner of United Fire to Jay Daussin re meeting results on Canal store (CAN-00153).

277. 4-13-06 File note of Jay Daussin of United Fire re moving Canal claim forward (CAN-00154)
278. 4-13-06 File note of Jay Daussin of United Fire re moving Annunciation claim forward (ANN-00136).
279. 4-13-06 File note of Jay Daussin of United Fire re questions with Morrison's building estimate for St. Claude store (STCL-00165)
280. 4-13-06 File note of Jay Daussin of United Fire re moving West Esplanade claim forward (WE-00518).
281. 4-17-06 Email from Dave Payton to Jeff Martin of PLC re information from Sid Morrison (SM1-94-95) [**Objection as to Authenticity**].
282. 4-17-06 Email from Sid Morrison to Dave Kurland and Jerry Provencher of PLC re Robert claims (SM1-0093) [**Objection as to Authenticity**].
283. 4-17-06 Email from Sid Morrison to Dave Kurland of PLC re Robert claims (SM1-197-98) [**Objection as to Authenticity**].
284. 4-17-06 Email from Dave Kurland of PLC to Sid Morrison re reassigning Robert claims (SM1-0195) [**Objection as to Authenticity**].
285. 4-17-06 Email from Sid Morrison to Dave Kurland of PLC re Robert claims (SM1-0194) [**Objection as to Authenticity**].
286. 4-17-06 Dunn & Bradstreet Report for Annunciation store (ANNUND-0022).
287. 4-17-06 Commercial Building Valuation Report for Canal store (CANUND-0013).
288. 4-17-06 Commercial Building Valuation Report for St. Claude store (STCLUND-13)
- 288A. 4-17-06 Email from David Conner to Jerry Provencher, Kathy Bowser, Pat Aten, Vicky Greff, Tom Lanz, David Lensch, Bruce Miller, Mark Randall, Steve Ross, Kristine Schares, Neal Scharmer, Amy Shellhorn, Al Schons, Doug Walters and Leo Wegmann re Katrina Business Income (Gaddis-0038-39).
- 288B. 4-18-06 Property Loss Consulting Invoice No. 000421 to The Hanover Insurance Companies (PLC-0729).
- 288C. 4-20-06 Property Loss Consulting Invoice No. 000378 to The Hanover Insurance Companies (PLC-0731).

289. 4-21-06 Letter from Marc Robert to Mark LeBlanc of United Fire re inspections of Robert locations (WE-00367)
- 289A. 4-25-06 Email from Marc Robert to David Livingston re Canal store (R-5269-70).
- 289B. 5-4-06 Property Loss Consulting Service Invoice No. 8778 to Hanover Insurance Company (PLC-0730).
- 289C. 5-4-06 Property Loss Consulting Service Invoice No. 8779 to Hanover Insurance Company (PLC-0732).
290. 5-8-06 Inspection Report by Veco Consulting for Annunciation store (ANN-0031-33 and R-2862-64).
291. 5-8-06 Inspection Report by Veco Consulting for Canal store (CAN-0050-53 and R-2866-69).
292. 5-8-06 Inspection Report by Veco Consulting for St. Claude store (STCL-0032-36).
293. 5-8-06 Email from Leo Wegmann of United Fire to P. Walker of PLC re invoice (CAN-0019-21).
294. 5-8-06 Commercial Renewal Underwriting Checklist by Elizabeth Courteau of United Fire for N. Broad store (BRUND-0007).
295. 5-12-06 Invoice of Veco Consulting to Selena Ray of PLC for inspection of Canal store (CAN-00487)
296. 5-12-06 Referral of Elizabeth Courteau of United Fire to file re non-renewal of policy for Canal store (CANUND-0024).
297. 5-12-06 Referral of Elizabeth Courteau of United Fire to file re non-renewal of policy for N. Broad store (BRUND-0010)
298. 5-12-06 Referral of Elizabeth Courteau of United Fire to file re non-renewal of policy for St. Claude store (STCLUND-0025).
299. 5-19-06 Referral of Elizabeth Courteau of United Fire to file re non-renewal of policy for West Esplanade store (WEUND-0150).
300. 5-25-06 Invoice of Joseph Balfour to United Fire for preparation of report on St. Claude store (STCL-0001)

301. 5-25-06 Business Interruption Loss Report by Joseph Balfour to United Fire for St. Claude store (STCL-0005-31).
302. 5-25-06 Business Interruption Loss Report by Joseph Balfour to United Fire for Canal store (CAN-0022-49).
303. 5-25-06 Business Interruption Loss Report by Joseph Balfour to United Fire for Annunciation store (ANN-0002-30).
304. 5-26-06 Email from Bruce Parks of United Fire to Mark Donohoe and Elizabeth Courteau of United Fire re renewal referrals (RRUND-0033)
- 304A. 5-26-06 Invoice No. 000210 of Property Loss Consulting to The Hanover Insurance Companies (PLC-0703).
305. 5-29-06 Business Interruption Loss Report by Joseph Balfour to United Fire for Canal store (CAN-00022-49).
306. 5-29-06 Invoice of Joseph Balfour to United Fire for preparation of report for Canal store (CAN-00428).
- 306A. 5-31-06 Property Loss Consulting Invoice No. 000211 to The Hanover Insurance Companies (PLC-0724).
307. 6-3-06 Business Interruption Loss Report by Joseph Balfour to United Fire for Annunciation store (ANN-0002-30)
308. 6-5-06 File note of Mark LeBlanc of United Fire re inspection of Canal, St. Claude, Annunciation and Robert E. Lee stores (CAN-00153).
309. 6-7-06 File Note of Dave Conner of United Fire to Mark LeBlanc re Canal store (CAN-00153).
310. 6-12-06 Invoice and Business Interruption Loss Report by Joseph Balfour to United Fire for West Esplanade store (WE-0316-45).
311. 6-29-06 Report of Tommy Lundberg of GuideOne Taylor Ball to Bruce Miller of United Fire on Annunciation, Canal, Robert E. Lee and St. Claude stores (R-0299-300).
312. 6-29-06 Inspection Report by GuideOne for Canal store (CAN-0061-62).
- 312A. 6-30-06 Reserve information for United Fire in connection with Hurricane Katrina claims (UF Misc-1153 and UF Misc-1156-63).

- 312B. 7-1-06 United Fire & Casualty Company premium policy information for West Esplanade store (R-3944-47).
313. 7-11-06 Email from Rick Fernandez to Buddy Seeling re Katrina claims (R-0311).
314. 7-17-06 File note of Dave Conner of United Fire re reserve stabilization on Canal store (CAN-00152)
315. 7-27-06 Handwritten notes of Bruce Miller re Annunciation store (UF Misc-204-06).
316. 7-27-06 Handwritten notes of Bruce Miller re N. Broad store (UF Misc-207).
317. 7-27-06 Handwritten notes of Bruce Miller re Canal store (UF Misc-211-14).
318. 7-28-06 Handwritten note of Marc Robert re business interruption claims (R-2857-60).
- 318A. 7-28-06 Email from Mitch Sandlin to Jay Daussin, Leo Wegmann and Jeff Martin re Robert and Marketfare Stock Report, and email from Jerry Provencher to Mitch Sandlin forwarding Robert Stock Report (Miller Depo Exhibit 2).
319. 7-30-06 Email from Sid Morrison to Kathy Bowser of PLC re engineering reports for stores (SM10-0023) [**Objection as to Authenticity**].
320. 7-31-06 Invoice No. 125212 of TC3 to Bruce Miller of United Fire for inspection of Annunciation and Canal stores (CAN-0602)
- 320A. 8-1-06 Increase Reserve Notification of Jay Daussin on Annunciation store (ANN-339).
321. 8-1-06 Reserve Summary Inquiry of United Fire for Canal store (UF Misc-339-40).
322. 8-1-06 Increase Reserve Notification of Jay Daussin to Scott McIntyre, John Rife, Dave Conner, Neal Scharmer, Tom Lanz, Doug Walters and Bruce Miller on the Canal store (CAN-00066)
323. 8-1-06 Decrease Reserve Notification of Jay Daussin to Scott McIntyre, John Rife, Dave Conner, Neal Scharmer, Tom Lanz, Doug Walters and Bruce Miller on the Annunciation store (ANN-0038)
324. 8-1-06 Check from United Fire to Lafayette Insurance Company for personal property on Annunciation store (ANN-0040)

325. 8-1-06 File note of Paula Navo of United Fire re payments on Annunciation claim (ANN-00135)
326. 8-1-06 Decrease Reserve Notification of Jay Daussin to Scott McIntyre, John Rife, Dave Conner, Neal Scharmer, Tom Lanz, Doug Walters and Bruce Miller on the St. Claude store (STCL-0041)
327. 8-1-06 Handwritten reserve information on all Robert stores (CAN-00281-84).
328. 8-1-06 Increase Reserve Notification of Jay Daussin to Scott McIntyre, John Rife, Dave Conner, Neal Scharmer, Tom Lanz, Doug Walters and Bruce Miller on the Canal store (CAN-00325).
329. 8-2-06 Email from Rick Fernandez to Marc Robert re meeting with Jay Daussin of United Fire (R-0297).
330. 8-2-06 Email from Rick Fernandez to Marc Robert re checks from Jay Daussin (R-793).
- 330A. 8-2-06 Email from Rick Fernandez to Marc Robert re Jay Daussin (R-794).
331. 8-2-06 Email from Rick Fernandez to Marc Robert re payments from Jay Daussin (R-795).
332. 8-2-06 File note of Jay Daussin re payments and reserve changes on Canal, Robert E. Lee and St. Claude stores (CAN-00152).
333. 8-2-06 Check from United Fire to Marketfare Annunciation for personal property loss – spoilage (ANN-00259).
334. 8-2-06 Payment Detail Inquiries of United Fire reflecting payments made on Annunciation claims (ANN-00287-89).
335. 8-2-06 Check from United Fire to Marketfare St. Claude for business interruption loss and marked VOID (STCL-00306).
336. 8-2-06 Payment Detail Inquiries of United Fire reflecting payments made on St. Claude claims (STCL-00334-37).
337. 8-2-06 File note of Jay Daussin advising no additional payments to be made on West Esplanade claims (WE-0515).
338. 8-2-06 Handwritten note re reserve moves on Annunciation, Canal, St. Claude and West Esplanade stores (WE-00763-65).

339. 8-2-06 Handwritten note re reserve information on St. Claude store (STCL-0309-12).
340. 8-2-06 Handwritten note re reserve information on Annunciation store (ANN-0255-58).
341. 8-3-06 Email from Rick Fernandez to Marc Robert re meeting with Jay Daussin to get claims moving (R-296-98).
342. 8-4-06 File note of Bruce Miller of United Fire advising no further payments to be made on Canal store (CAN-00152).
343. 8-4-06 File note of Bruce Miller of United Fire re looting claim for Canal store (CAN-00353).
344. 8-4-06 File note of Bruce Miller of United Fire re reserves on Annunciation claim (ANN-00135).
345. 8-4-06 File note of Bruce Miller of United Fire re payment for building on St. Claude store (STCL-00164).
346. 8-4-06 File note of Bruce Miller of United Fire re spoilage and looting payments for St. Claude store (STCL-00164).
347. 8-4-06 File note of Bruce Miller of United Fire re payments made on West Esplanade claims (WE-00515).
348. 8-4-06 File note of Bruce Miller of United Fire re looting of Annunciation office (RR-0056-57).
349. 8-5-06 Decrease Reserve Notification of Jay Daussin to Scott McIntyre, John Rife, Dave Conner, Neal Scharmer, Tom Lanz, Doug Walters and Bruce Miller on West Esplanade store (WE-00381).
350. 8-7-06 Decrease Reserve Notification of Bruce Miller to Scott McIntyre, John Rife, Dave Conner, Neal Scharmer, Tom Lanz, and Doug Walters re Annunciation store (ANN-0039).
351. 8-9-06 Audit of Simco & Associates to United Fire on Annunciation store (ANNUND-0092).
352. 8-9-06 Audit of Simco & Associates to United Fire on Canal store (CANUND-0076)

- 353. 8-9-06 Audit of Simco & Associates to United Fire on West Esplanade store (WEUN-00164).
- 354. 8-9-06 Audit of Simco & Associates to United Fire on St. Claude store (STCLUND-0074).
- 355. 8-18-06 Email from Rick Fernandez to Jay Daussin re meeting with Don Blakely (R-303).
- 356. 8-18-06 Email from Rick Fernandez to Phil Franco re call from Don Blakely (R-307).
- 357. 8-21-06 File note of Don Blakely of United Fire re meeting with Rick Fernandez to discuss losses (ANN-00134).
- 358. 8-22-06 Email from Rick Fernandez to Leslie Lanusse re meeting with Don Blakely (R-792 and R-797-98).
- 359. 8-22-06 File Status Update of Don Blakely to Jay Daussin on Annunciation and Canal locations (CAN-00287-90).
- 360. 9-6-06 File Note of Jay Daussin (STCL-00161-63).
- 361. 9-8-06 Payment Detail Inquiry of United Fire for Canal store (CAN-00293).
- 362. 9-8-06 Payment Detail Inquiry of United Fire for Canal store (CAN-00294)
- 363. 9-8-06 Payment Detail Inquiry of United Fire for Canal store (CAN-00296)
- 364. 9-14-06 File notes (CAN-00151).
- 365. 9-18-06 File note of Bruce Miller advising no additional activity on Canal claim (CAN-00353).
- 365A. 9-19-06 Email from David Conner to Leo Wegmann, Kristine Schares, Mark Randall, Al Schons and Steve Ross re Katrina Supplementals (Gaddis-0030-33).
- 365B. 9-26-05 Initial Reserve Report (ANN-130-31).
- 366. 9-25-06 Handwritten note of Fred Vanderbrook to Jay Daussin re invoice for inspection of Canal store (CAN-0078-80).
- 366A. 9-28-06 Email from Nicole Vanderpool to numerous United Fire employees forwarding message from David Conner (UF Misc-0025-28).

- 366B. 10-25-06 Email from Bruce Miller to Mark Randall, Steve Ross, Kristine Schares, Leo Wegmann, Vicky Greff, Al Schons, David Conner, Tom Lanz, Doug Walters, Neal Scharmer, Jerry Provencher and Mitch Sandlin re Business Income Claims (Gaddis-0021).
- 366C. 10-25-06 Email from Bruce Miller to Mark Randall, Steve Ross, Kristine Schares, Leo Wegmann, Vicky Greff, Al Schons, David Conner, Tom Lanz, Doug Walters, Neal Scharmer, Jerry Provencher and Mitch Sandlin re Business Income Claims (Gaddis-0023-24).
- 366D. 10-31-06 Email from Bruce Miller to Mark Randall, Steve Ross, Kristine Schares, Leo Wegmann, Vicky Greff, Al Schons, David Conner, Tom Lanz, Doug Walters, Neal Scharmer, Jerry Provencher and Mitch Sandlin re Business Income Claims – Procedures (Gaddis-0022-23).
- 366E. 10-31-06 Memorandum from Miguel Medina to Marc Robert re removal of copper from Canal store (R-2902-03).
- 366F. 10-31-06 Email from Bruce Miller to Mark Randall, Steve Ross, Kristine Schares, Leo Wegmann, Vicky Greff, Al Schons, David Conner, Tom Lanz, Doug Walters, Neal Scharmer, Jerry Provencher and Mitch Sandlin re Business Income Claims – Procedure (Gaddis-0020-21).
- 366G. 11-1-06 Email from Melissa Mundell of United Fire to Pam Walker of Property Loss re billings (PLC-0709).
- 366H. 11-1-06 Email from Bruce Miller to Mark Randall, Steve Ross, Kristine Schares, Leo Wegmann, Vicky Greff, Al Schons, David Conner, Tom Lanz, Doug Walters, Neal Scharmer, Jerry Provencher and Mitch Sandlin re Business Income Claims – Procedures (Gaddis-0019-20).
- 366I. 11-3-06 File note of Jay Daussin to Bruce Miller (ANN-132)
- 366I. 11-6-06 Letter from United Fire to Marketfare Canal re adjuster assigned to claim (R-2901).
367. 11-7-06 Payment Detail Inquiry of United Fire for Annunciation store (UF Misc-19-20).
368. 11-27-06 PLC Photo Sheet of Sid Morrison to United Fire for St.Claude store (SM8-85-118) [**Objection as to Authenticity**].
369. 12-5-06 Report of United Fire re UFGA agent access to website (UF Misc-0479-82).
370. 12-31-06 Page of United Fire's 2006 Annual Report (UF Misc-0859-60)

- 370A. 1-15-07 Email from Connie Leonard of Property Loss to Jeff Martin re overdue invoices (PLC-0700-02).
- 370B. 2-8-07 Email from David Conner to Mark Randall, Al Schons, Kristine Schares, Leo Wegmann, Steve Ross, Bruce Miller, Tom Lanz, Doug Walters and Neal Scharmer re Business Income/Civil Authority (Gaddis-0008).
- 370C. 2-8-07 Emails between Kandy Ray and David Conner re Business Income/Civil Authority (Gaddis-0008-11).
371. 2-27-07 Payment Summary by File of United Fire for St. Claude store (UF Misc-003-04).
372. 2-27-07 Payment Summary by File of United Fire for Annunciation store (UF Misc-0015-16).
373. 2-27-07 Payment Summary by File of United Fire for Canal store (UF Misc-0043-44).
374. 3-15-07 Job Description for Claims Representative of United Fire (UF Misc-841-45).
375. 3-15-07 Job Description for Claims Supervisor of United Fire (UF Misc-846-49).
376. 3-15-07 Job Description for Regional Claims Manager of United Fire (UF Misc-850-54).
377. 3-15-07 Job Description for Assistant Vice President of Property Claims of United Fire (UF Misc-855-58).
- 377A. 5-25-07 Fax from Paula Navo of United fire to Marketfare Canal re building and personal property coverage for vandalism (R-4941-43).
378. 7-17-07 Handwritten list by United Fire of CAT 49 lawsuits (UF Misc-840).
379. 7-18-07 Claim File Detail Report of United Fire for St. Claude store (UF Misc-922).
380. 7-18-07 File Reserve Summary of United Fire for St. Claude store (UF Misc-923-27).
381. 7-18-07 Claim File Detail Report of United Fire for St. Claude store (UF Misc-934).

382. 7-18-07 File Reserve Summary of United Fire for St. Claude store (UF Misc-935-41).
383. 7-18-07 Claim File Detail Report of United Fire for Canal store (UF Misc-955).
384. 7-18-07 File Reserve Summary of United Fire for Canal store (UF Misc-956-59).
385. 7-18-07 Claim File Detail Report of United Fire for Canal store (UF Misc-968).
386. 7-18-07 File Reserve Summary of United Fire for Canal store (UF Misc-969-77).
387. 7-18-07 Claim File Detail Report of United Fire for West Esplanade store (UF Misc-1053)
388. 7-18-07 File Reserve Summary of United Fire for West Esplanade store (UF Misc-1055-71).
389. 7-18-07 File Reserve Summary of United Fire for Annunciation store (UF Misc-1110-14).
390. 7-18-07 Claim File Detail Inquiry of United Fire for Annunciation store (UF Misc-001123).
391. 7-18-07 File Reserve Summary of United Fire for Annunciation store (UF Misc-1124-30).
392. 7-19-07 Claim File Detail Report of United Fire for N. Broad store (UF Misc.902).
393. 7-19-07 File Reserve Summary of United Fire for N. Broad store (UF Misc-903-04).
394. 7-19-07 Claim File Detail Report of United Fire for N. Broad store (UF Misc-913).
395. 7-19-07 File Reserve Summary of United Fire for N. Broad store (UF Misc-914-18).
396. 7-24-07 Large Loss Spreadsheet of United Fire (UF Misc-1142-52)

- 397. 7-27-07 Handwritten notes of Bruce Miller re West Esplanade store (UF Misc-208-10).
- 397A. 9-9-07 Memorandum of David Conner to Claims re Katrina Business Income Claims (Gaddis-0040).
- 397B. 9-13-07 PLC Payables – Unpaid Bills Detail All Transactions (PLC-0698-99).
- 397C. 9-20-07 Affidavit of Jeff Martin (PLC-0696-97).
- 397D. 9-30-07 Handwritten notes produced by Joseph Rizzo
- 397E. 10-4-07 Letter from Leslie Lanusse to counsel for United Fire requesting tender.
- 397F. 10-12-07 Letter from counsel for United Fire to Leslie Lanusse in response to 10-4-07 request.
- 397G. 10-31-07 Second Letter from Leslie Lanusse to counsel for United Fire requesting tender.
- 398. 2005 Annual Report of United Fire & Casualty Company
- 399. 2006 Annual Report of United Fire & Casualty Company
- 399A. ----- Handwritten notes of Marc Robert (R-2921-99).
- 399B. ----- Handwritten notes of Jay Daussin (Misc-0254).
- 400. No Date Reserve Summary Inquiry of United Fire for St. Claude store (UF Misc-0001-02).
- 401. No Date Reserve Summary Inquiry of United Fire for Annunciation store (UF Misc-0013-14).
- 402. No Date Reserve Summary Inquiry of United Fire for West Esplanade store (UF Misc-0028-29).
- 403. No Date Spreadsheet of payments to Balfour (UF Misc-484-85)
- 403A. No Date Spreadsheet of payments to Veco Consulting (UF Misc-0486).
- 403B. No Date Spreadsheet of payments to TC3/Taylor Claims Consulting (UF Misc-0487)

- 403C. No Date Claim Summary for St. Claude, Canal, Annunciation, N. Broad, W. Esplanade and Robert Resources (R-8037).
404. No Date Handwritten notes of Bruce Miller re Annunciation, Canal, N. Broad and St. Claude stores (UF Misc-158-61).
405. No Date Handwritten note of Jay Daussin re West Esplanade store (UF Misc-174).
406. No Date Handwritten note of Bruce Miller re St. Claude store (UF Misc-190-92).
407. No Date Handwritten note of Jay Daussin re Annunciation store (UF Misc-326).
408. No Date Handwritten note of Jay Daussin re Canal store (UF Misc-335-36).
409. No Date Spreadsheet of United Fire reflecting payments to Joseph Balfour for Katrina claims (UF Misc-484-87).
410. No Date United Fire's Email Retention Policy (UF Misc-864).
411. No Date PLC PhotoSheet for Annunciation store (SM3-0223-32) **[Objection as to Authenticity]**.
412. No Date PLC PhotoSheet for Annunciation store (SM2-0078-82) **[Objection as to Authenticity]**.
413. No Date Photographs by Sid Morrison of Annunciation office (SM2-0024-48) **[Objection as to Authenticity]**.
414. No Date Photographs by Sid Morrison of Annunciation store (SM3-0131-95) **[Objection as to Authenticity]**.
415. No Date Photographs by Mark LeBlanc of Canal store roof (CAN-0252-60) **[Objection as to Authenticity]**.
416. No Date PLC Photosheet by Sid Morrison for St. Claude store (SM8-0126-34) **[Objection as to Authenticity]**.
417. No Date Photographs by Sid Morrison of St. Claude store (STCL-212-41) **[Objection as to Authenticity]**.
418. No Date Photographs by Sid Morrison of West Esplanade store (WE-0605-36) **[Objection as to Authenticity]**.

- 418A. No Date Photographs by Plaintiffs of all stores after storm (R-3021-3245 and R-3977-4176) [**Objection as to Authenticity**].
419. No Date Reserve information from United Fire for West Esplanade store (WE-00365-66).
420. No Date Reserve information from United Fire for Annunciation and N. Broad stores (WE-00732)
421. No Date Reserve information from United Fire on St. Claude store (STCL-0039-40).
422. No Date Reserve information from United Fire on St. Claude store (STCL-00245-46)
423. No Date Reserve information from United Fire on Annunciation store (ANN-0036-37)
424. No Date Reserve information from United Fire for Canal store (CAN-0064-65).
425. No Date Newspaper article by Mike Perlstein and Brian Thevenot re looting (R-2840-41).
426. No Date City of New Orleans Hurricane Katrina Safety and Security Re-Entry Information (R-2725).
427. No Date Statement of Loss of PLC for St. Claude store (R-0868-71).
428. No Date Calculations by United Fire for St. Claude, Canal, Annunciation, North Broad and West Esplanade (R-799-807).
429. No Date Expenses Incurred for West Esplanade store (R-3013-14).
430. No Date Handwritten calculations by Jay Daussin for all stores (R-2859-60, R-2865, R-2870, R-2876, R-2880-83).
431. No Date Item Description List for N. Broad store (R-2885).
432. No Date Handwritten notes of Rick Fernandez (R-5090-91).
- 4332A. No Date Photographs of salvaged items (R-7956-8007).
- 4332B. No Date City of Westwego Location Reserve Schedule (PLC-0715-17)
- 432C. No Date Robert workbook for St. Claude, Canal, Annunciation, N. Broad, West Esplanade and Robert E. Lee stores (R-5767-992)

- 432D. No Date Claims and Branch Manual of United Fire & Casualty Company (Bates 000439-759).
- 432E. No Date Branch and Claims Manual of United Fire & Casualty Company (MAN-00001-364).
433. 6-18-07 Documents produced by GuideOne Taylor Ball Construction (GOTB-0001-07).
- 433A. 8-8-07 Photographs taken at inspection of Canal Street location. (R-8008-21).
434. ----- Handwritten notes re reserves and payments on Robert claims (Depo Exhibit Daussin 1).
435. ----- 1 750ml bottle of Smirnoff Orange Vodka from top shelf of Canal store. **[Objection as to Authenticity]**
436. ----- 1 750ml bottle of Smirnoff Citrus Vodka from top shelf of Canal store**[Objection as to Authenticity]**.
437. ----- 1 blackboard ceiling hung aisle marker sign "In the Kitchen" from the Canal store**[Objection as to Authenticity]**.
438. ----- 1 blackboard ceiling hung aisle marker sign "Cleaning Crew" from the Canal store**[Objection as to Authenticity]**.
439. ----- 1 foam board ceiling hung aisle marker sign "Aisle 1" from the Canal store. **[Objection as to Authenticity]**
440. ----- 1 foam board ceiling hung aisle marker sign "Aisle 5" from the Canal store. **[Objection as to Authenticity]**
441. ----- 1 foam board ceiling hung aisle marker sign "Aisle 6" from the Canal store. **[Objection as to Authenticity]**
442. ----- 1 foam board ceiling hung aisle marker sign "Aisle 7" from the Canal store. **[Objection as to Authenticity]**
443. ----- 1 foam board ceiling hung aisle marker sign "Aisle 13" from the Canal store. **[Objection as to Authenticity]**
444. ----- 1 2lb, 8 oz. plastic Planters Nut container of flies from Annunciation store. **[Objection as to Authenticity]**
445. 11/7/06 United Fire's Memorandum in Opposition to Motion to Remand.

The following exhibits may be introduced at trial in the event that any flood documents are deemed to be relevant and admissible:

- P1. 2-2-06 Preliminary Reserve Report of Russell Longcore for Canal Street location (Axis-0374)
- P2. 3-1-06 Status Report of Russell Longcore for Canal Street location (Axis-0372).
- P3. 4-30-06 Report No. 1 by Gary Steen for St. Claude location (Axis-0080).
- P4. 6-23-06 Report No. 2 by Gary Steen for St. Claude location (Axis-0073).
- P5. 6-30-06 Report No. 5 by Gary Steen for the Canal Street location (Axis-0343).
- P6. 7-4-06 Reservation of Rights Letter by Gary Steen to Marc Robert for the St. Claude location (Axis-0070).
- P7. 1-29-07 Report No. 9 by Gary Steen for the St. Claude location (Axis-0035).
- P8. 6-13-07 Report No. 11 by Gary Steen for St.Claude location (Axis-0025-27).

Any other exhibits listed by any other party.

Any pleadings filed in this action.

Any memoranda of the parties.

Any discovery between the parties.

Any documents and things produced by any party through discovery.

Any exhibits attached to any depositions.

Any documents or things produced by any witness in response to a subpoena.

Any documents reviewed, used, sought to be used, or referred to by any party's expert.

Depositions of witnesses unavailable for trial.

Any impeachment exhibits allowed by law.

Any and all exhibits listed, used, sought to be used, referred to, or introduced by any party.

**UNITED FIRE'S EXHIBIT LIST**  
**EXHIBIT "B" TO PRE-TRIAL ORDER**

**The parties hereby stipulate that there is no objection to the admissibility of the following exhibits:**

1. Certified copy of United Fire insurance policy for Robert Resources, Policy No. 85211339, RRPOL00001-00109;
2. Certified copy of United Fire insurance policy for West Esplanade store, Policy No. 85029858, WEPOL00001-00255;
3. Certified copy of United Fire insurance policy for Robert E. Lee Street store, Policy No. 85022659, RELPOL00001-00246;
4. Certified copy of United Fire insurance policy for Canal Street store, Policy No. 85211337, CANPOL00001-00236;
5. Certified copy of United Fire insurance policy for St. Claude Avenue store, Policy No. 85211335, STCLPOL00001-00225;
6. Certified copy of United Fire insurance policy for Annunciation Street store, Policy No. 85211338, ANNPOL00001-00229;
7. Certified copy of United Fire insurance policy for Broad Street store, Policy No. 85211336, BROPOL00001-00185;
8. Lease agreements produced by plaintiffs as R-3248-R-3460; and R3461-R-3518;

**The parties stipulate to the authenticity of the following exhibits unless otherwise indicated in bolded brackets. The parties stipulate that all other objections are reserved until the time of trial:**

9. United Fire Claims File contents for West Esplanade claim, WE00001-00859A;
10. United Fire Claims File contents for Canal Street claim, CAN00001-00857A;
11. United Fire Claims File contents for Robert E. Lee store claim, REL00001-00512A;

12. United Fire Claims File contents for Broad Street store claim, BROAD 00001-00145A;
13. United Fire Claims File for Robert Resources claim, RR00001-00358A;
14. United Fire Claims File for Annunciation Street store claim, ANN 00001-00410;
15. United Fire Claims File for St. Claude Street store claim, 00001-00405A;
16. Plaintiffs' internal emails and attachments produced by plaintiffs as R-4959-4961; 5001-5003; 5005-5006; 5018-5024; 5042-5049; 5061-5063; 5074-5078; 5112; 5110-5111; 5113; 5119; 5123-5125; 5136-5141; 5143-5148; 5150; 5152-5159; 5164; 5167; 5129; 5171-5174; 5176; 5178; 5181; 5186-5187; 5197-5198; 5200; 5240;
17. United Fire's Annual Reports for 2004, 2005 and 2006;
18. Marc Robert's notes, R-2921 – 2999;
19. Act of Sale of Annunciation Street store, R-3519-R-3521; R-3966-R-3976;
20. Building contract and construction documents for Robert E. Lee store produced by plaintiffs as R-3522-R3633; R-3634 – R3675;
21. Documents from Robert Davis 4-D Construction produced by plaintiffs as R-3676 – R-3688;
22. Documents related to the plaintiffs' continuing expenses produced by plaintiffs as R-3689 – 3965.
23. Any documents not yet produced by plaintiffs regarding their continuing expenses;
24. All photographs produced by plaintiffs as R -3977 – R-4176 [**Objection as to Authenticity**];
25. Plaintiffs' internal emails produced by plaintiffs as R-0001-R-3247;
26. Previous deposition of Marc Robert produced by plaintiffs as R-4177-R-4308;

27. Police reports produced by plaintiffs as R-4450 – R-4479;
28. Market research on Robert stores produced by plaintiffs as R-440 – R-4511;
29. Documents related to plaintiffs' employment benefits produced by plaintiffs as R-4512 – R-4516;
30. Documents related to plaintiffs' employees' wages produced by plaintiffs as R-4517 – R-4607; R-4608 – R-4940;
31. Estimates of post-Katrina repairs produced by plaintiffs;
32. Curriculum vitae of Joe Rizzo; Lynn Mitchell; Mike Gogol; Van Fisher; Joe Balfour; Kevin Vanderbrook and Tom Lundburg;
33. Documents produced by Crawford and Company [**Objection as to Authenticity**];
34. Documents produced by AXIS, bates stamped AXIS00001-AXIS00565 [**Objection as to Authenticity**];
35. Documents produced by Lloyds [**Objection as to Authenticity**];
36. All documents produced by Fidelity Insurance pursuant to United Fire's subpoena, bates stamped as FID0001-0467 [**Objection as to Authenticity**];
37. All documents produced by Schwander Roofing pursuant to United Fire's subpoena (not yet received) [**Objection as to Authenticity**];
38. Documents produced by Frank Prestia pursuant to subpoena (not yet received) [**Objection as to Authenticity**];
39. Documents produced by plaintiffs experts Mader, Garrett, and Ziler [**Objection as to Authenticity**];
40. Documents produced by the Fountain Group, bates stamped as FOUN 000001 – 000436 [**Objection as to Authenticity**];

41. All expert reports of Joe Rizzo; Lynn Mitchell, Mike Gogol; Van Fisher; Joe Balfour; Kevin Vanderbrook and Tom Lundburg, with attachments;
42. Floor plan of Robert's Market Fare St. Claude [**Objection as to Authenticity**];
43. Documents produced by plaintiffs as R-00001 – R-05279;
44. All documents produced by Sid Morrison, including SM1 – 00001-SM3 – 0329; SM4-00001 – SM5-0456; SM6 – 00001 – SM7 -0409; SM8 – 00001- SM9-00022;
45. All documents produced by PLC;
46. All documents produced by plaintiffs related to their flood insurance claims with Fidelity, Axis, Lloyds, or Crawford and Company including but not limited to flood insurance policies; Proofs of Loss, Statements of Loss, building estimates, plaintiffs' schedules of contents, betterments/improvements, building, vandalism and theft submitted to flood claims adjusters, plaintiffs' calculations of flood claim proceeds, emails and correspondence to and from flood adjusters, copies of checks from flood insurers; and photographs taken by flood insurance adjusters [**Objection as to Authenticity**];
47. Any and all deposition transcripts of witnesses and exhibits attached thereto, including but not limited to depositions of Marc Robert; Sid Morrison; Rick Fernandez; Lori Schmitt; Bruce Miller; Jay Daussin; Dave Payton; Anna Fernandez; Dianne Lyons, Dave Conner; Mike Carrier; Miguel Medina; Drew LeBlanc; Leslie Keyes, Chi Pham; Sal DiVencenti; Michael Cakely; Terry Esteve; Darren Naquin; Nick Zaleski; Debbie Schakai; Dave Kurland; plaintiffs' experts; United Fire's experts; Intervenors' experts;
48. Plaintiffs' and intervenors' answers to United Fire's discovery requests;

49. Underwriting files for each claimant and annotated underwriting files;
50. All of United Fire's Miscellaneous documents, produced as UFMISC 00001- UFMISC 00399 [**Objection as to Authenticity**];
51. Plaintiffs' construction, maintenance and repair records, produced by plaintiffs as R- 4309 – R-4449 [**Objection as to Authenticity**];
52. Documents obtained from Robert Lupo, bates stamped LUPO0001- LUPO0091 [**Objection as to Authenticity**];
53. Photographs taken by Kevin Vanderbrook during his inspections [**Objection as to Authenticity**];
54. Documents obtained from Buddy Seeling pursuant to subpoena, bates stamped SEE0001 – SEE0142 [**Objection as to Authenticity**];
55. Documents produced by plaintiffs on September 25, 2007, including: Plaintiffs' tax returns and related documents, bates stamped R-5993 – R-6650; income statements and balance sheets bates stamped R-6651 – R-6702; payroll documents, bates stamped R-6703 – R-7463; income statements and balance sheets, bates stamped R- 7464 – R-7476; SBA loan application R-7477 – R-7515; Financial statements for the years ended 2005 and 2004, R-7516- R-7588; Sales by month data, R-7589 – R-7592; Income Statements R-7593 – R-7628; Historical Detailed Trial Balance documents, bates stamped R-7629 – R-7643; GO Zone Revenue Bond documents, bates stamped R-7644 – R-7666; Historical Detailed Trial Balance documents R-7667 – R-7730; misc. documents produced by plaintiffs R-7731 – R-7955.
56. Documents produced by plaintiffs on October 15, 2007 including general ledger financial documents, bates stamped R-8025- R-8036.

57. Affidavits of Pat Palaez and Gary Steen to authenticate flood insurance documents  
**[Objection as to Authenticity];**
58. McCarthy, K., Peterson, D.J., Sastry, N., Pollard, M.: Technical Report, "The Repopulation of New Orleans After Hurricane Katrina," Rand Gulf Staes Policy Institute **[Objection as to Authenticity].**
59. Lakeview on-line newsletter/blog re: plans for Robert E. Lee store **[Objection as to Authenticity];**
60. Affidavits to authenticate business records **[Objection as to Authenticity];**
61. Any and all exhibits listed by any other party in these or the state court cases  
**[Objection as to Authenticity];**
62. Any and all discovery responses of any party in these or the state court cases  
**[Objection as to Authenticity];**
63. Any and all documents produced by any party **[Objection as to Authenticity];**
64. Any exhibit to be identified through ongoing discovery **[Objection as to Authenticity];**
65. All pleadings filed by any party in these actions, the pending state court action or any other legal proceedings, together with any attachments **[Objection as to Authenticity];**
66. All affidavits or declarations submitted in these or the state court actions **[Objection as to Authenticity].**
67. All drawings by Robert store employees prepared during depositions which depict lay-outs of Robert stores.

**INTERVENORS' EXHIBIT LIST**  
**EXHIBIT "C" TO PRE-TRIAL ORDER**

The parties stipulate to the authenticity of the following exhibits unless otherwise indicated in bolded brackets. The parties stipulate that all other objections are reserved until the time of trial:

1. Initial Reserve Report of Sid Morrison, dated Sept. 26, 2005 (STCL 159-160)
2. Second Report with Advance Request, dated October 17, 2005 (STCL 174-178)
3. Third Report and Estimate, dated February 14, 2006 (STCL 282-301)
4. Receipt of Advance Payment, dated 11/5/05 (STCL 243)
5. Voided Check for \$3,814.00, dated 8/2/06 (STCL 313)
6. UF Notice of New Claim Assignment, printed 9/15/05, (STCL 346-349)
7. Notes by Daussin recoding building advance, dated 8/2/06 (STCL 358-360)
8. UF Insurance Policy on St. Claude (STCLPOL 1- 225)
9. Any and all correspondence and/or E-mails from Sid Morrison to anyone at PLC and/or United Fire. **[Objection as to Authenticity]**
10. Lease of St. Claude Store and Assignment and Assumption of Leases by SGSM Acquisition Co. to Marketfare St. Claude, L.L.C.
11. Any and all photographs of the St. Claude store taken and/or produced by any party to this litigation, including, but not limited to photographs labeled with the following Bates numbers:

STCL 215  
STCL 217  
STCL 218  
STLC 225  
STCL 229  
STCL 230  
STCL 240  
STCL 266  
STCL 275  
STCL 276  
STCL 279  
STCL 293  
STCL 294

STCL 295

STCL 296

STCL 299

PLC Photos of 10/18/05 (STCL 183-197)

PLC Photo #31 of 10/18/05 set of photos [**Objection as to Authenticity**]

12. Any and all depositions of any and all witnesses, including but not limited to:

Bruce Miller as Corporate Representative of UF

Gerald Jay Daussin

Sidney Morrison

Dave Payton

Dave Kurland

Dave Conner

Marc Robert II

Rick Fernandez

13. Any and all exhibits regarding the St. Claude Store listed by Plaintiffs, Marketfare St. Claude, LLC and Robert Resources, including, but not limited to:

- a. Commercial Building Valuation Report (STCLUND 213-233)
- b. Building Estimate from Morris to Daussin (SM8-155-60)
- c. Audit of Associated Insurance Services (STCLUND-539)
- d. Adjuster Activity Logs (SM8-61)
- e. File Notes of United Fire (STCL 168)
- f. Increase Reserve Notification (STCL 171)
- g. Email from Rick Fernandez (R 0026)
- h. Email from Mary Grady (STCL 172)
- i. Email from Mary Grady (SM8-162)
- j. File Notes of United Fire (STCL 167)
- k. Email from Mary Grady (STCL 198)
- l. File Notes of United Fire (STCL 166)
- m. Email from Sid Morrison (REL-245)
- n. Receipt of Advance Payment (R 2338-41)
- o. Payment Logs of Morrison (SM8-120)
- p. Advance Draft Request Report (PLC 199-206 and STCL 199)
- q. Email from Mary Grady (STCL 209-211)
- r. EMail from Mary Grady (SM8-76-77)
- s. Service Invoice (PLC 270)
- t. Letter from Robert to Schwegmanns (R 2324-25)
- u. File Notes of Jay Daussin, *et al.* (STCL 165)
- v. Revised Reserves of Morrison (SM1 219)
- w. Email from Robert (R 831)
- x. Email from Morrison to Fernandez (R 386)
- y. Email from Morrison to Fernandez (R 194-197)
- z. Replacement Cost Worksheet (SM8 152)

- aa. Service Invoice Worksheet (SM8 46; PLC 266 and PLC 273)
- bb. Email from Morrison to Provencher (SM10 6)
- cc. Recap of Betterments (SM8 022)
- dd. Email from Morrison to Provencher (SM10 12-13)
- ee. Email from Provencher to Morrison (SM10 13-14)
- ff. Email from Morrison to Provencher (SM10 15-16)
- gg. EMail from Morrison to Robert (R 872-73)
- hh. Email from Morrison to Kurland and Provencher (SM1 093)
- ii. Emails between Morrison and Kurland (SM1 194-198)
- jj. Commercial Building Valuation Report (STCLUND 13)
- kk. VECO Inspection Report (STCL 32-36)
- ll. File Notes of United Fire (CAN – 153)
- mm. Report of Tommy Lundberg/Guide One (R 299-300; STCL 37-38))
- nn. Decrease Reserve Notification (STCL 41)
- oo. File Notes of Jay Daussing (CAN 152)
- pp. Check from United Fire to Marketfare VOIDED (STCL 306)
- qq. Payment Detail Inquiries of United Fire (STCL 334-37)
- rr. Handwritten Notes (WE 763-65)
- ss. Handwritten Notes (STCL 309-312)
- tt. File Notes of Bruce Miller (STCL 164)
- uu. File Notes of Jay Daussin (STCL 161-163)
- vv. Claim File Detail Report (UF Misc 922)
- ww. File Reserve Summary (UF Misc. 923-27)
- xx. Claim File Details Report (UF Misc. 934)
- yy. File Reserve Summary (UF Misc. 935-41)
- zz. Reserve Summary Inquiry (UF Misc. 001-2)
- aaa. Handwritten Notes (UF Misc. 158-61)
- bbb. Reserve Information (STCL 39-40)
- ccc. Reserve Information (STCL 245-246)
- ddd. Statement of Loss of PLC (R 868-71)
- eee. Calculations (R799-807)

**Exhibits listed as 'a-eee' of #13 of the Intervenor's Exhibit List are also included within the Exhibit Lists of the Plaintiffs and/or United Fire and are subject to the same objections to authenticity or lack of objections to authenticity as stated in response to the previously listed exhibits on the other Exhibit Lists**

- 14. Handwritten Notes and calculations (STCL 355-360)
- 15. Coverage Information dated 10-20-2005 (STCL 389-390)
- 16. Photographs produced by Fidelity National (FNPC 166-208) [**Objection as to Authenticity**]
- 17. Business Records of Aparicio, Walker and Seelig from Subpoena Return (Bates Labeled "AWS") [**Objection as to Authenticity**]

18. Any exhibits listed or introduced by any other parties[**Objection as to Authenticity**]
19. Blow ups and/or enlargements of the above listed exhibits[**Objection as to Authenticity**]
20. Diagrams and sketches of the St. Claude Store[**Objection as to Authenticity**]
21. Expert reports and estimates from Don and/or Jim Kotter for property damage to St. Claude building and/or Jim Ziler and/or Michael Quinn