

McGRIFF INSURANCE SERVICES vs JAMES MADIGAN, et al.
ADKIN, TOM on 10/06/2022

30(b)(6)

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IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF ARKANSAS
FAYETTEVILLE DIVISION

McGRIFF INSURANCE)
SERVICES, INC.,)
)
PLAINTIFF,)
)
VS.) CASE NO.
) 5:22-CV-05080-TLF
JAMES MADIGAN, ALEXANDER)
GRAMLIN, MELISSA ANN)
LINDE, and ALLIANT)
INSURANCE SERVICES, INC.,)

DEFENDANTS.

ORAL AND VIDEOTAPED DEPOSITION OF
ALLIANT INSURANCE SERVICES, INC.,
by and through TOM ADKIN
October 6, 2022

ORAL AND VIDEOTAPED DEPOSITION OF ALLIANT INSURANCE
SERVICES, by and through TOM ADKIN, produced as a
witness at the instance of the PLAINTIFF, and duly
sworn, was taken in the above-styled and numbered
cause on the 6th day of October, 2022, from 10:04 a.m.
to 12:16 p.m., before Tammie L. Foreman, CCR in and
for the State of Arkansas, RPR, CRR, reported by
machine shorthand, at the via audio-videoconference,
pursuant to the Federal Rules of Civil Procedure.



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APPEARANCES

FOR THE PLAINTIFF:

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ALSO PRESENT:

Mike Tschiemer, Videographer

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I N D E X

October 6, 2022

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WITNESS: TOM ADKIN

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EXHIBITS
(No Exhibits Marked.)

NO.	DESCRIPTION	MARKED
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10:03AM

1 THE VIDEOGRAPHER: Good morning. We are
2 on the record at 10:04 a.m. Central Time on
3 October 6, 2022. This is the video
4 deposition of the 30(b)(6) designee for
5 Alliant Insurance Services in the matter of
6 McGriff Insurance Services, Inc., versus
7 James Madigan, et al, filed in the United
8 Stated District Court for the Western
9 District of Arkansas, Fayetteville Division,
10 case number 5:22-CV-05080-TLB.

10:03AM

11 This deposition is being taken virtually
12 via Zoom and is being videotaped. This is
13 Mike Tschiemer, legal video specialist. The
14 court reporter is Tammie Foreman. Will
15 counsel please state your appearance for the
16 record?

10:04AM

17 MR. WALKER: My name is B.J. Walker.
18 Here in the room with me is Nancy Smith,
19 here on behalf of McGriff Insurance
20 Services.

10:04AM

21 MR. LLAMAS: This is Luis Llamas, along
22 with my partner, Joe Lavigne and Michael
23 Foley of Jones, Walker, and local counsel
24 Kerri Kobbeman, on behalf of the defendants
25 James Madigan, Melissa Linde, and

1 Alex Gramlin and Alliant Insurance Services,
2 Inc.

3 THE COURT REPORTER: Would you raise
4 your right hand, sir, to be sworn, please?

5 TOM ADKIN,
6 having been first duly sworn, testified as follows:

7 EXAMINATION

8 BY MR. WALKER:

9 Q. Good morning, Mr. Adkin. My name is B.J. Walker. I
10:05AM 10 am an attorney for McGriff. Can you hear me okay?

11 A. Good morning. I can.

12 Q. Okay. I realize we're doing this virtually, by
13 Zoom. So if you have any technical problems, can't
14 hear me, can't understand me, let me know. I'll be
10:05AM 15 happy to address those.

16 You understand that today, you are here
17 for a 30(b)(6), that is a deposition of Alliant in
18 that you have been named the corporate representative
19 of Alliant?

10:05AM 20 A. I do.

21 Q. Okay. Have you been deposed before?

22 A. I have.

23 Q. Okay. How many times roughly?

24 A. Once.

10:06AM 25 Q. Okay. You understand the process then? I ask

1 questions and you answer?

2 A. Yes.

3 Q. Okay. If at any point you don't understand my
4 question, again, for technical reasons or perhaps my
10:06AM 5 question is unclear, let me know and I'm happy to
6 rephrase for you. Is that fair?

7 A. That's fair.

8 Q. Okay. One thing I would ask is, because we are
9 doing this virtually and the court reporter is here
10:06AM 10 taking down your testimony, please give verbal answers
11 to the questions that I ask so she can record them.

12 A. Okay.

13 Q. Have you ever testified before in the capacity
14 as a corporate representative?

10:06AM 15 A. I have not.

16 Q. Okay. Then let me ask you a few questions about
17 that. Have you reviewed the notice of 30(b)(6)
18 deposition that McGriff sent to Alliant?

19 A. I have, yes.

10:07AM 20 Q. So you are prepared to testify on the 15 topics
21 that were listed in that notice?

22 A. Yes.

23 Q. Okay. Can you tell me what you did to prepare
24 to testify in the capacity of a corporate
10:07AM 25 representative on those topics? And let me preface

1 this by saying, I don't want to know anything you
2 talked with your lawyers about. I'm not interested in
3 that.

10:07AM

4 Aside from that, though, can you tell me
5 what you did to prepare for the deposition today?

6 A. I just reviewed in my own recollections,
7 reviewed some of the testimonies that were provided
8 earlier, and that's about it.

10:07AM

9 Q. Did you review the deposition transcript of
10 Tom Coyne?

11 A. I did.

12 Q. Did you review the deposition transcript of
13 Jimmy Madigan?

14 A. I did.

10:07AM

15 Q. Did you review the deposition transcript of
16 Alex Gramling?

17 A. I did.

10:08AM

18 Q. Let me ask you about each of those transcripts.
19 To your opinion, was there anything in Tom Coyne's
20 deposition that you read that you thought was
21 inaccurate?

22 A. No.

10:08AM

23 Q. Was there anything in the deposition transcript
24 of Jimmy Madigan that you read and you thought was
25 inaccurate?

1 A. No. Not to my knowledge.

2 Q. Same question for Alex Gramling. Was there
3 anything in the transcript that you read of
4 Alex Gramling's deposition that you thought was
10:08AM 5 inaccurate?

6 A. Not to my knowledge.

7 Q. And lastly, Melissa Linde. Was there anything
8 in the deposition transcript of Melissa Linde that you
9 thought was inaccurate?

10:08AM 10 A. Not to my knowledge.

11 Q. Again, I'm not asking for conversations you've
12 had with the outside Jones Walker attorneys or
13 in-house counsel at Alliant. But have you spoken with
14 anyone in advance of this deposition, in preparation
10:09AM 15 for this deposition, other than the lawyers?

16 A. Donna Baker.

17 Q. Who is Donna Baker?

18 A. Donna Baker is -- she's in charge of
19 (internet delay) for our office here in Atlanta.

10:09AM 20 Q. Sort of in the hierarchy, if you will, what's
21 your relationship to Donna Baker? Do you work for
22 her? Does she work for you? Are you peers?

23 A. She technically works for me, but we're
24 essentially peers. We have the same title.

10:09AM 25 Q. What is that title?

1 A. It's executive vice president and managing
2 director.

3 Q. What are the differences between your job
4 responsibilities and her job responsibilities?

10:09AM

5 A. So I've got overall profit and loss
6 responsibility and my focus is on producers. She has
7 operational and staff responsibilities.

8 Q. Would you consider Tom Coyne and Jimmy Madigan
9 to be producers?

10:10AM

10 A. Yes.

11 Q. What Alex Gramling and Melissa Linde, are they
12 producers or staff?

13 A. They are staff.

14 Q. So is it fair to say that Tom Coyne and

10:10AM

15 Jimmy Madigan report to you, and Alex Gramling and
16 Melissa Linde report to Donna Baker?

17 A. That would be correct. Ultimately correct, yes.
18 So Coyne and Madigan directly, and then Alex and
19 Melissa would be -- sort of roll up directly to Donna.

10:10AM

20 Q. You mentioned that you spoke with Ms. Baker in
21 preparation for this deposition here today. What did
22 you and she talk about?

23 MR. LAVIGNE: I am going to object,

24 Mr. Adkin, let me finish the objection, then

10:11AM

25 you can finish your testimony. Tom, to the

1 extent that this question calls for any
2 conversation or advices or recommendations
3 that counsel made, please don't disclose
4 that, the substance of those conversations
10:11AM 5 with Ms. Baker. Subject to that, you can
6 answer.
7 A. Okay. Just timeline issues, since it's been
8 some time since we hired the individuals.
9 Q. (By Mr. Walker:) These individuals being
10:11AM 10 Messrs. Madigan, Gramling, and Ms. Linde?
11 A. Correct.
12 Q. They were all hired in the early part of this
13 year?
14 A. Correct.
10:11AM 15 Q. Nine, ten months ago roughly?
16 A. Yeah. I think February-ish, January,
17 February-ish.
18 Q. When did you have this conversation with
19 Ms. Baker?
10:12AM 20 A. Ooh, late last week.
21 Q. I think you mentioned to me that you had
22 reviewed some documents in preparation for this
23 deposition today. I'd like to ask you some questions
24 about that. Have you reviewed the pleadings in this
10:12AM 25 case: the complaint, the answer, the motions?

1 MR. LAVIGNE: I am going to object to
2 this line of questioning. B.J., if you want
3 to present him with a document and ask him
4 if he's reviewed it, you know, that's one
10:12AM 5 thing. But to go through a list of the
6 documents that he prepared while he
7 was reviewing with counsel, I think that's
8 covered by privilege and I am going to
9 instruct him not to answer.

10:12AM 10 Q. (By Mr. Walker:) Okay. We have some documents
11 that we may ask you to look at a little later
12 Mr. Adkin. And I don't want to get into any great
13 detail at this point.

14 MR. WALKER: I hear your objection,
10:13AM 15 Luis. I understand. What I'm really
16 interested in is broad categories of
17 documents. I'm interested to know if he
18 reviewed the pleadings in this case. I
19 didn't know if he had reviewed the documents
10:13AM 20 that have been produced in this case. We
21 can get into specifics later.

22 MR. LLAMAS: Yeah. I think the best way
23 to do it is present him with the document,
24 and we can -- we can go from there. But to
10:13AM 25 ask him what he reviewed, the categories and

10:13AM 1 specific documents, that kind of is
2 interwoven with what, you know, we would
3 have been involved with presenting him,
4 which implicated attorney/client privilege
5 and work product.

6 MR. WALKER: Understood. We'll move
7 along.

10:13AM 8 Q. (By Mr. Walker:) So just to clarify, other than
9 your attorneys and other than Ms. Baker, you've spoken
10 to no one else in preparation for this deposition
11 today; is that correct?

12 A. That's correct. Yes. Correct.

10:14AM 13 Q. So you haven't spoken to Tom Coyne,
14 Jimmy Madigan, Alex Gramling, or Melissa Linde in
15 preparation for this deposition?

16 A. No. No.

17 Q. Tell me a little bit about yourself. What's
18 your history, your work history?

10:14AM 19 A. Work history, how long do you want me to go
20 back? I've been at Alliant since they acquired us
21 since late 2007 and have been in this role ever since.

22 Q. Where were you before Alliant?

10:14AM 23 A. Before Alliant, I was with a company called JLP,
24 and I was at the investiture to Alliant to the global
25 broker that vested their US property and casualty and

1 benefit operations to Alliant.

2 Prior to that, I was with a company called
3 SVP, whom JLP purchased. Prior to that eBenX; prior
4 to that, Mercer; prior to that, Prudential.

10:15AM

5 Q. So if I understand it, since 2007, you've been
6 at Alliant and you've been in the same role. Would
7 that be executive vice president and director?

8 A. Yes.

10:15AM

9 Q. You mentioned earlier that in that role, you
10 were in charge of producers. You have a certain
11 territory in the country that you cover, or do you
12 cover the entire country? How does -- how does your
13 job responsibility --

14 A. Southeast.

10:15AM

15 Q. Southeast. Okay. That would include Arkansas?

16 A. Southeast. So yeah. Virginia -- so things
17 changed a little bit over time. But Virginia, the
18 Carolinas, Georgia, parts of Tennessee, Arkansas.

10:16AM

19 Q. Before these three individuals -- and I'm
20 talking about -- when I say three individuals, three
21 employees, I'm talking about Madigan, Gramling, and
22 Linde. Before they joined Alliant in 2022, did
23 Alliant have an office in Arkansas?

10:16AM

24 A. Not an employee benefits office. There may have
25 been a property casualty office. I'm not 100 percent

1 sure.

10:16AM

2 Q. Before these three employees joined Alliant in
3 2022, did Alliant do any employee benefit -- or
4 service any clients for employee benefit purposes in
5 the state of Arkansas?

10:16AM

6 A. I cannot speak to that with 100 percent
7 accuracy. We don't -- we don't restrict -- so Alliant
8 geographically doesn't restrict other offices for
9 doing business in a certain geography. So we could
10 have had an office in Seattle, for instance, that had
11 a client, for whatever reason, that was in Arkansas.
12 So the likelihood that the scale we are is that we did
13 have business in Arkansas.

10:17AM

14 Q. Do you know how many employees Alliant has
15 working in the employee benefits field in the state of
16 Arkansas currently?

17 A. That would be, in terms of -- in terms that I'm
18 responsible for, three.

19 Q. Would that be Madigan, Gramling, and Linde?

10:17AM

20 A. Correct. That are residing there.

21 Q. Yes, sir. Yes, sir. Were you a producer before
22 you took on this leadership role?

10:17AM

23 A. So I've got a producer contract, so yes. It's
24 the way Alliant is structured. But my background, my
25 ultimately background prior to Alliant was financial

1 operational.

2 Q. Have you ever worked -- I appreciate your answer
3 there, but it's still unclear. Have you ever worked
4 as a producer?

10:18AM

5 A. As a specific title as in if you were to put me
6 in the same cohort with Madigan and Coyne, no. Did I
7 perform as a producer? Yes. Did I sell business and
8 generate revenue, get paid on that revenue? Yes.

10:18AM

9 Q. I appreciate that background. I'd like to turn
10 now, and just for your reference, these are topics
11 that touches on a few topics, but specifically topics
12 4 and 5 in the notice that we sent earlier to you.
13 And those ask about Alliant's recruitment and hiring
14 of the former employees and Alliant's recruitment and
15 hiring of Tom Coyne. Who is Tom Coyne?

10:19AM

16 A. So Tom was a producer that I hired back in --
17 gosh, in January. He was one of Unum's best
18 salespeople. He was, for all intents and purposes, a
19 legend in the industry from a group product
20 standpoint. He -- he was unique in his ability to
21 create and craft relationships and hold those
22 relationships over decades.

10:19AM

23 Q. Do you know how it -- how he came to work for
24 Alliant?

10:19AM

25 A. Yeah. Ultimately, we've got a team of folks

10:20AM

1 that are involved in -- in recruitment, and they deal
2 with -- they act as a funnel for those who are
3 interested in joining Alliant. Recruiters that are
4 interested in trying to place people at Alliant. So
5 they're sort of the first line of defense.

10:20AM

6 Tim Ward is one of those individuals.
7 Tim Ward is a long-term Unum employee, had known
8 Tom Coyne for years and years and years, and really
9 wanted Tom to come be part of Alliant. Tim made the
10 move years ago and was successful. And he introduced
11 Tom ultimately and got him in the -- into the process.

10:20AM

12 Q. Let's talk a little bit about that recruitment
13 team. You mentioned Tim Ward, and we'll talk about
14 Tim Ward in a little more detail a little bit later.
15 Who else is on that team?

10:21AM

16 A. David Osterhaus. There's a few others, but
17 those are the two that I deal with from an employment
18 benefit standpoint.

19 Q. And for purposes of this conversation, we can
20 limit it to what you know; that is, the employee
21 benefits. That's what's at issue here.

22 A. Yes.

10:21AM

23 Q. Do you play a role in the recruitment efforts?

24 A. I do. And that role varies depending on the
25 candidate, depending on the process, depending on the

1 location. So they act -- again, they act as sort of a
2 screen, you know, for folks in my position so we're
3 not wasting time interviewing folks that are not
4 qualified, as you can expect.

10:21AM

5 So I typically get involved in making sure
6 that any individual that they kind of pass through
7 sort of that first test; that they fit in culturally;
8 they make sense for my people, and then move forward.

10:22AM

9 So I help negotiate, you know, a lot of individuals
10 work through their compensation packages, et cetera.

11 Q. Does Alliant have any sort of written policies
12 or guidelines on this recruitment process that you've
13 been talking about?

10:22AM

14 A. I'm not aware of any specific, you know,
15 guidelines, you know. Each one is a snowflake for the
16 most part.

17 Q. Sure. Let's talk specifically about Tom Coyne
18 then. Were you involved in any way in the recruitment
19 of Tom Coyne from Unum to Alliant?

10:22AM

20 A. I was not.

21 Q. Was that Tim Ward who took the lead on that?

22 A. That was Tim Ward, yes. I believe David
23 Osterhaus had some involvement, and maybe a little bit
24 of Peter Carpenter as well.

10:23AM

25 Q. Who is Carpenter?

1 A. But when I -- Carpenter is chief operating
2 officer.

3 Q. What's his first name?

4 A. Peter.

10:23AM 5 Q. Okay. Do you recall when the conversation
6 started with Tom Coyne?

7 A. With me or with Alliant?

8 Q. Both. Let's start with Alliant. Do you know
9 when the conversation started between Tom Coyne and
10 Alliant?

10:23AM 11 A. I think in earnest, probably, you know, late
12 2001, I think, when maybe things got serious. I think
13 Tim Ward is -- I can't speak to how many conversations
14 over the years, but I know it goes back a number of
15 years.

10:23AM 16 Q. I think I heard you say 2001. Did you mean
17 2021?

18 A. Yeah. I'm sorry. 2021.

19 Q. No worries. No worries. Time flies. Okay.

10:24AM 20 When did you become involved in the conversations with
21 Tom Coyne?

22 A. So Tim Ward notified me of Tom, and he felt Tom
23 would be a good fit for our operation, just based on
24 the -- you know, interestingly enough, his -- his
10:24AM 25 location on where his relationships reside, even

10:24AM

1 though he didn't live there, which was interesting.
2 But his territory matched up well.
3 Besides clients, he tends to go off in his
4 relationships, being at Unum and that large market
5 book, matched up well with our office here in Atlanta.
6 We tend to do larger type clients here at Alliant.

10:25AM

7 Q. You mentioned it was interesting where his
8 relationships resided. What did you mean by that?
9 A. Well, he lives up in the New England area and
10 his territory with Unum was in the Tennessee/Arkansas.
11 Q. He is now a producer for Alliant, correct?
12 A. That's correct.
13 Q. Is Tyson his largest client?
14 A. Tyson is.

10:25AM

15 MR. LLAMAS: Excuse me. Objection to
16 form. You can answer.
17 A. Define large. Employee count?
18 Q. (By Mr. Walker:) However you would define it.
19 Employee count? Revenue? Let's do both.

10:25AM

20 A. Yeah. Probably at this point, probably --
21 probably both his largest. Tyson is obviously very
22 large. It's hard to -- there are only a few companies
23 larger than Tyson from an employee count. And
24 revenue, it's probably his largest currently.

10:26AM

25 Q. When did you become involved in the discussions

1 with Tom Coyne?

2 A. Ooh, probably January, first couple of weeks in
3 January. He had an offer letter by then, and it was
4 more of a conversation with him about his experience
5 culturally. What -- you know, who his relationships
6 were, you know, that sort of -- those sort of
7 conversations.

10:26AM

8 And again, it was more -- more to figure
9 out if he was the right fit for us, and it was a
10 pretty quick conversation to determine he was. You
11 know, he's pretty darn good salesperson.

10:26AM

12 Q. Did you know him before he joined Alliant?

13 A. I did not.

14 Q. And I appreciate that you might not have become
15 involved until after he had a job offer, but I want to
16 ask you a few questions about -- from your position as
17 Alliant's corporate representative on this topic.

10:27AM

18 The efforts to recruit Tom Coyne. The
19 first question I've got on that is, was Alliant
20 provided a copy of any employment agreement he had
21 with Unum?

10:27AM

22 A. I'm not aware. There's no -- there's no typical
23 restrictions between insurance carriers in the
24 brokerage world.

10:28AM

25 Q. Well, let me ask a more broad question. When

10:28AM

1 Alliant is recruiting a new hire, say a producer, does
2 Alliant ask for a copy of the employment agreement
3 between that producer and their employer?

4 A. Yes.

5 Q. Why?

6 A. Correct. We want to make sure we evaluate -- we
7 evaluate any restrictions in that agreement. We want
8 to make sure that the candidates know, you know, we
9 take those agreements seriously.

10:28AM

10 We make them sign a departure protocol
11 document outlining exactly what they should and
12 shouldn't do. You know, don't solicit. You know,
13 don't recruit employees. Don't take confidential
14 information. Don't bring anything with you from your
15 current employer.

10:28AM

16 And that's really the -- the reason. It's
17 intended to avoid situations where there could be
18 misunderstandings between current employer and
19 Alliant. So we go out of our way to make sure that
20 that happens.

10:29AM

21 Q. Do you ever pass --

22 A. The situation --

23 Q. Sorry. Go ahead. I didn't mean to interrupt
24 you.

10:29AM

25 A. No. I was just finishing up on Tom. Just, you

1 know, carriers don't have brokerage clients. Right?
2 Tom Coyne doesn't come with any existing brokerage
3 clients.

4 Q. Understood.

10:29AM

5 A. We can hire Tom and, you know, Unum keeps the
6 business.

7 Q. Producers may be different though, correct?
8 Producers may have restrictions on their clients?

10:29AM

9 A. Producers, yes. Most brokerages or competitors,
10 including Alliant, have restrictive covenants that
11 vary from, you know, across the board.

12 Q. And I think I've seen those restrictive
13 covenants in the Alliant agreement with the three
14 individuals that we were talking about here today, but
15 I want to ask a question. And we'll get into that in
16 just a second.

10:30AM

17 Before we do, has Alliant ever passed on
18 an opportunity to hire someone because of a
19 restrictive covenant in an employment agreement?

10:30AM

20 MR. LLAMAS: Objection to form. It's
21 beyond the topics that are -- that are in
22 the 30(b)(6), and so I don't think it's a
23 proper question.

10:30AM

24 Q. (By Mr. Walker:) Okay. Let me ask you this
25 then, Mr. Adkin. In this case, these three

10:31AM

1 employees -- in this case, Alliant had copies of their
2 employment agreements before they were hired, correct?

3 A. Correct.

4 Q. Was there a review made of those agreements
5 before they were hired?

6 A. Could you repeat that?

7 Q. Was a review done of their employment agreements?

8 A. A review.

9 Q. Before they were hired?

10:31AM

10 A. Yes.

11 Q. Who --

12 A. Yes.

13 Q. Who made that review?

10:31AM

14 A. It would have been an Arkansas attorney. I
15 don't -- I can't speak specifically who that was,
16 which firm that was.

17 Q. Who at Alliant would have been involved in
18 making a decision on whether their employment
19 agreements prohibited them from working for Alliant?

10:31AM

20 MR. LLAMAS: Objection to form.
21 Objection to the extent it calls for a legal
22 conclusion.

10:31AM

23 Tom, I am going to tell you that to the
24 extent this question calls for any
25 conversations you've had with outside

1 counsel or Alliant's in-house counsel,
2 refrain from disclosing those conversations.
3 Subject to those objections, you can answer.

10:32AM

4 A. Well, those conversations -- those conversations
5 happened with counsel. Right? So there's a review
6 that happens. When the review is complete, there's a
7 group, depending on the situation, that gets on the
8 phone and discusses the review and what next steps are
9 on a particular candidate. And that's with internal
10 and outside counsel present.

10:32AM

11 Q. (By Mr. Walker:) And let me preface my next
12 question in saying, I'm not interested in anything
13 that was discussed on these calls, conversations. And
14 I'm not interested in the identity of any attorneys.

10:32AM

15 But I would like to know, were you part of those
16 conversations as related to these three individuals?

17 A. On -- on the three individuals, the production
18 individual, so Madigan, I believe I was. I'm not 100
19 percent positive.

10:33AM

20 Q. The other two, Mr. Gramling and Ms. Linde, was
21 that a conversation that Donna Baker was part of?

22 A. That might have been just the -- I don't know
23 that Donna was part of those conversations. That
24 might have been Osterhaus, internal and external
25 counsel.

10:33AM

1 Q. What about Tim Ward, would he have been part of
2 any of those conversations?

3 A. Probably not.

4 Q. Okay.

10:33AM

5 A. I'm gone through a number of these, and it's
6 typically not his -- that's not his role.

7 Q. Understood. Now, next question I will ask
8 you -- again, I'll preface this by saying I don't want
9 to know any conversations had with counsel. This is a

10:34AM

10 generic question. I'm trying to understand
11 process-wise these conversations that you have.

12 Is this a matter of saying we have this
13 potential hire. We know they have a restrictive
14 covenant. We know what it prohibits them from doing,
15 what it allows for them to do. And we're trying to
16 determine based on that whether they can work at
17 Alliant in a way, to the benefit of Alliant?

10:34AM

18 MR. LLAMAS: Objection to form and
19 objection to the extent it's a compound
20 question. Tom, if you could -- if you
21 understood the question --

10:34AM

22 THE WITNESS: I did.

23 MR. LLAMAS: And what it encompasses,
24 feel free to answer.

10:34AM

25 A. So the intent -- I mean, the intent of the

1 review process is to make sure we instruct the
2 candidates on -- on what their obligations to their
3 current employer are. That's what ultimately is
4 important.

10:34AM

5 If we don't review -- if we don't review
6 those and one pops up, and they're, you know, just
7 going about their business soliciting and doing
8 everything they shouldn't do becomes a problem for
9 Alliant. So the whole process for review is to

10:35AM

10 educate them on what their -- what their obligations
11 are.

12 We then make them sign the document saying
13 they understand what their obligations are and that we
14 do not want them breaking those obligations. That's
15 the intent and the purpose of that process.

10:35AM

16 Q. (By Mr. Walker:) And I think -- and I
17 appreciate that explanation. And I think that is
18 consistent with what you mentioned earlier, which is
19 Alliant has its own restrictive covenants in its
20 contracts with its producers and servicers, correct?

10:35AM

21 A. That's correct.

22 Q. Is it important for brokers to protect those
23 relationships that we've been talking about and have
24 the restrictive covenants, nonsolicitation provisions,
25 nonservicing provisions in their employment

10:36AM

1 agreements?

2 MR. LLAMAS: Objection to form.

3 Q. (By Mr. Walker:) You can answer?

4 MR. LLAMAS: You can answer.

10:36AM

5 A. Yeah. Is it important to have restrictive
6 covenants? Absolutely. And we expect if employees
7 leave Alliant that they would respect those covenants
8 that they agreed to.

10:36AM

9 Q. (By Mr. Walker:) Why is it important for
10 brokers like McGriff and Alliant to have those
11 restrictive covenants in place?

12 MR. LLAMAS: Objection to form.

13 Objection to the extent it speculates as to
14 why McGriff would think it would be
15 important to have a restrictive covenant.

10:36AM

16 Subject to that, you can answer.

17 A. Yeah. From Alliant's perspective, you want to
18 protect your client relationships to the best you can.
19 And if there were no restrictive covenants, you have
20 producers that, you know, are working for you that
21 decide, hey, we got some firm, you know, that wants
22 them to join, we have not protected any relationships,
23 that would just be -- it would be foolish to say the
24 least.

10:36AM

10:37AM

25 Q. Is that because Alliant invests substantial

1 resources in developing and cultivating those
2 relationships?

3 A. I don't know if it's about --

4 MR. LLAMAS: Form.

10:37AM

5 A. I don't think it's about the investment. It's
6 about protecting, you know, client relationship and
7 revenue streams.

10:37AM

8 Q. (By Mr. Walker:) Let's turn specifically to the
9 employees at issue here. I'll start with Mr. Madigan,
10 Jimmy Madigan. I'm assuming you know Jimmy at this
11 point, worked together in some capacity?

12 A. Yes, I do.

13 Q. When did you first meet Jimmy Madigan, either
14 virtually or in person?

10:38AM

15 A. Virtually, we -- Tim Ward set up a conversation
16 for us. It was the first part of January, first week
17 or two.

18 Q. And I'm going to refer you to some documents
19 that may help you?

10:38AM

20 MR. WALKER: Luis, did you share with
21 Mr. Adkin the documents that we sent over?

22 MR. LLAMAS: I did. Tom, but we never
23 confirmed that you got them. Tom, did you
24 get that email that had a zip folder?

10:38AM

25 THE WITNESS: Yes, I've got that.

1 MR. LLAMAS: Okay. Great.

2 Q. (By Mr. Walker:) The first document I'll show
3 you, Mr. Adkin, is the document that's Defendant's
4 33425. Let me know when you have that.

10:38AM 5 A. 33 -- I think I've got it. It's a note from
6 Tom Coyne.

7 Q. Yes. It's an email from Tom Coyne dated
8 December the 3rd to Tim Ward, and it says, "Here you
9 go." And attached to it is Jimmy Madigan's employment
10 agreement with McGriff. Take your time to look
11 through that, if you'd like.

12 A. You want me to read his agreement?

10:39AM 13 Q. No. No. I just want you to familiarize
14 yourself with that. Then I have a question to follow
15 up when you're ready.

16 A. Okay. Go ahead.

10:40AM 17 Q. To your knowledge, is this email from Tom Coyne
18 dated December 3rd the first time that Alliant was
19 aware, in 2021, that Jimmy Madigan may be interested
20 in leaving McGriff?

21 A. I would not -- it would not be. This -- this
22 would be -- my understanding is, Tim Ward had multiple
23 conversations with Jimmy, and this is a follow-up
24 where, you know, maybe he was talking to Tom Coyne and
10:40AM 25 Tom Coyne just asked him for -- if he had a copy of

1 and Jimmy sent it to Tom. That's what it looks like
2 to me.

3 We wouldn't -- we wouldn't start a process
4 with -- we wouldn't start a process with, "Give us
5 your employment agreement." Right? It's usually a
6 conversation. A couple of conversations happen to
7 just see if it's a good fit and then a follow-up. If
8 we think it's important and they're, you know, viable,
9 right, at a certain point, then we ask for an
10 employment agreement.

11 Q. When was the first conversation that Tim Ward or
12 anyone at Alliant had with Jimmy Madigan in 2021?

13 A. I don't know that date.

14 Q. Would it have been in fourth quarter of 2021?

15 A. Most likely. I don't know that it would have
16 been prior to that. But probably fourth quarter with
17 timing perspective sounds right.

18 Q. Who initiated these conversations? Did Tim
19 reach out to Jimmy or did Jimmy reach out to Tim, or
20 did Tom Coyne play a role?

21 A. My guess, it was a combination of Tom and Tim
22 reaching out. You know, I know Tom -- Tom and Jimmy
23 have a longstanding relationship. So Tom was probably
24 like hey, you know, I'm at Alliant, you know. Why
25 don't we do something together? And at that point,

1 Tim Ward would have been brought in.

2 Q. But Tom wasn't at Alliant in December of 2021.
3 He was at Unum.

10:42AM

4 A. Okay. Still, he's -- you know, he would have
5 made the decision by then, by 12/3, at least in his
6 mind, that he's going to Alliant.

7 Q. Why would Tom Coyne send Jimmy's employment
8 agreement and not Jimmy directly?

10:42AM

9 A. I can't -- you'd have to ask -- you'd have to
10 ask Jimmy or Tom that.

11 Q. It appears to me that Mr. Coyne was playing a
12 role in this negotiation, this discussion between
13 Alliant and Jimmy Madigan. And I'll profess, this is
14 your world, not mine.

10:43AM

15 So let me ask this question: Is that
16 normal, when Alliant is recruiting a producer, to have
17 a third party -- in this case, another producer --
18 play a role in that?

10:43AM

19 A. Again, these are snowflakes. I mean, I wouldn't
20 say it's common. But as you said, Tom -- Tom was
21 still at Unum. This is a unique situation where Tom
22 is at a carrier and Jimmy is at a broker.

10:43AM

23 So while -- while not a common occurrence,
24 I wouldn't -- it's not -- you know, it's not outside
25 the realm of jaw-dropping. They've had a longstanding

1 relationship.

2 Q. And they've worked together in that long
3 standing relationship. In fact, they've got a lot of
4 clients that they shared, do they not?

10:44AM

5 A. They've got a number of clients that they've
6 shared in the past. I think that's, you know,
7 being -- you know, Arkansas is not a giant market.
8 And Tom -- like I said, Tom Coyne is very good at his
9 job. And so, you know, everybody in that part of the
10 country knows Tom.

10:44AM

11 Q. So some of those mutual clients that they had in
12 2021 included Tyson, included WEHCO, correct?

13 A. Yes.

10:44AM

14 Q. So Tom has made the decision, as you said, by
15 this point in his mind to join Alliant. And at this
16 time, he's also a part of the conversations with
17 Jimmy Madigan about leaving McGriff and moving to
18 Alliant. Would you agree with that?

10:44AM

19 A. Yeah. That's roughly right. I would agree with
20 that.

21 Q. Was there anyone in Alliant aside from Tim Ward
22 in December of 2021 talking to Jimmy Madigan?

23 A. It was Tim. It was likely David
24 David Osterhaus. I'm not 100 percent sure on David.
25 I mean, those two, David and Tim, tag team quite a

10:45AM

1 bit.

2 Q. Were those meetings by phone, by text, in
3 person? How did that work?

4 A. They would have -- there might have been an
5 in-person meeting and then mostly probably phone.

10:45AM

6 Q. So when did you first become aware that
7 Jimmy Madigan was interested in joining Alliant?

8 A. So Tim Ward -- again, I think it was first part
9 of January, Tim Ward connected us. And I was not sure
10 where -- at that point, I had not talked to Jimmy, met
11 Jimmy, wasn't aware of where Jimmy was in our -- in
12 the process with coming over to Alliant.

10:46AM

13 Q. So how did you meet Jimmy? Was that virtual,
14 in-person, phone?

10:46AM

15 A. It was phone. Telephone.

16 Q. Did you have any virtual meetings with
17 Jimmy Madigan before he joined Alliant?

18 A. What do you mean virtual? What, Zoom calls?

19 Q. Zoom calls, like we're doing here.

10:46AM

20 A. It was all phone meetings.

21 Q. Any emails that you can recall with Jimmy?

22 A. No. Most of our -- most of our conversations
23 were verbal, only because it was, you know, my -- him
24 and this part of this process was me getting to know
25 him a bit, getting him to know his personality, how he

10:47AM

1 handles himself on the phone. We didn't get into, you
2 know, kind of the back and forth of, you know, offer
3 letters and that sort of thing. So it was more
4 important for me to get to know him as best I could.

10:47AM

5 Q. Any communications, to your knowledge, between
6 Alliant and Jimmy Madigan by text before he was hired?

7 MR. LLAMAS: Objection to form. Sorry.
8 You can finish.

9 Q. (By Mr. Walker:) Before he was hired.

10:47AM

10 A. Not to my knowledge.

11 Q. So let's talk about your first conversation with
12 Jimmy Madigan. I believe that was in January of 2022,
13 correct? January 10th, I believe?

14 A. Okay.

10:47AM

15 Q. What did you talk about?

16 A. I introduced myself, got some of his background.
17 Then we kind of talked about -- I remember Jimmy was a
18 little bit frustrated on the process, and so I was
19 able to -- I think there was a little bit of -- if I'm
20 remembering, a little bit of miscommunication between
21 David and Tim in terms of who had the ball on -- on
22 Jimmy.

10:48AM

23 And so -- so my -- that meeting, that
24 first meeting, was, you know, finding out where Jimmy
25 was in the process, his interest level, you know, me

10:48AM

1 getting to know him a bit. That's sort of my
2 recollection on that first -- first call.

3 Q. Was there anyone on the call aside from you and
4 Jimmy?

10:48AM

5 A. No.

6 Q. How long did the call last?

7 A. Oh, I don't know. Probably a half hour, 45
8 minutes.

10:49AM

9 Q. Is that sort of call you had with Jimmy typical
10 of what you would expect in your role assisting and
11 identifying potential hires for Alliant?

12 A. The initial -- initial conversations,
13 absolutely.

10:49AM

14 Q. Were any subsequent conversations related to
15 Mr. Madigan that were unusual?

16 MR. LLAMAS: Objection to form. Subject
17 to if you think you understand what unusual
18 means in this context, you can answer.

10:49AM

19 A. Yeah. By unusual, you know, meaning out of the
20 ordinary?

21 Q. (By Mr. Walker:) Atypical.

22 A. No. It was typical.

10:49AM

23 Q. Let me say it differently. Maybe this will be
24 clearer. You indicated that your first half-hour call
25 with Jimmy was typical of what you would have for

1 someone in this role who you consider as a potential
2 hire. Were there any conversations that you had that
3 were atypical relating to Mr. Madigan?

4 A. No.

10:49AM

5 Q. Going back to this first half-hour call, did you
6 talk -- let me ask this question first. After this
7 half-hour call, what were your impressions of
8 Mr. Madigan?

10:50AM

9 A. I was impressed. He's -- you know, Jimmy is the
10 kind of producer that I think Alliant likes and, you
11 know, I certainly like, you know. Young, energetic,
12 early -- fairly early in career, you know, passionate,
13 you know, about the business. Very confident in his
14 abilities. So I was very -- I was very impressed with
15 my conversation with him.

10:50AM

16 Q. Did you discuss as part of this conversation the
17 work that he did at McGriff? Job responsibilities,
18 duties, that sort of thing?

10:51AM

19 A. No. You know, when I talk individuals in the
20 production mode, it kind of goes without saying that's
21 what they -- that's what they do. So there's no need
22 to go into it too deep. You know, issues for McGriff.

10:51AM

23 I tend to not ask about -- you know, I
24 don't ask about clients. I don't ask about, you know,
25 revenue. Nothing specific. You know, it makes

10:51AM

1 Alliant look bad. It also puts candidates in a bad
2 passion.

3 Q. So there were no conversations or no discussion
4 in this conversation about who Mr. Madigan's clients
5 were?

6 A. Who they were? No.

7 Q. Do you know if Mr. Ward and Mr. David Osterhaus
8 or anyone else at Alliant had talked to Mr. Madigan at
9 this point about who his clients were?

10:52AM

10 A. I can't speak for them, but I know we -- again,
11 we typically avoid having those conversations. It's
12 not ultimately that important. You know, what tends
13 to get shared by the candidates is how big their --
14 you know, how big their book is. And almost, you
15 know, every producer to a man, you know, grossly
16 exaggerates what their -- how big their book is.

10:52AM

17 But other than that, no. There was not
18 anything unusual. We don't get into -- you know,
19 don't get into clients. We don't get into client
20 names. It's just not -- not important. What we're
21 trying to do is focus in on the individual and do we
22 think that individual, over time, will prove to be
23 successful at Alliant.

10:52AM

24 Q. Well, in this case, Mr. Madigan, he had a
25 sizeable book of business while he was at McGriff, did

10:52AM

1 he not?

2 A. Yeah. I believe it was at least a couple
3 million dollars, I think is what, you know, might have
4 been discussed.

10:53AM 5 Q. When was that discussed?

6 A. It would have been on that initial phone call.

7 Q. So the initial call, you didn't talk about
8 specific clients but you did talk about the size of
9 his book?

10:53AM 10 A. Yeah. It's usually -- that's usually discussed
11 is the magnitude, and it's an indication of how
12 successful they are as an individual. You know, if
13 you ask in the conversation, they say \$75,000, you
14 know, you might get more into more discussions about
10:53AM 15 job performance, you know, et cetera, on what's going
16 on.

17 You know, I tend to avoid rookie
18 producers. You know, experienced producers are what
19 typically what we look for and magnitude of book, as
10:54AM 20 best you can -- as best as you can decide, as best as
21 you can tell is one indication.

22 Q. Why do you avoid conversations about the
23 individual clients but you do talk about the size of
24 the book?

10:54AM 25 A. A, because at this point in this conversation, I

10:54AM

1 don't know what restrictive covenants they have. I
2 don't want -- you know, I don't want any candidate
3 that's -- I don't ask. If they go down that path, I
4 say I don't want to know. It's not important to me.
5 So I just like to avoid those conversations.

10:55AM

6 Q. Is there any discussion of salary at this point?

7 Compensation?

8 A. With me, no.

10:55AM

9 Q. When do those conversations take place about
10 compensation within Alliant?

11 A. How do I define when? When we feel -- I think
12 usually when both parties, you know, feel it's time to
13 have a conversation. Alliant has got a fairly
14 standard compensation model. And it becomes a
15 conversation on getting guaranteed salaries for
16 producers. So this conversation would happen sometime
17 after my initial dialogue and prior to him getting his
18 offer letter.

10:55AM

19 Q. Who is a part of those conversations?

20 A. Compensation conversations?

21 Q. Yes.

10:56AM

22 A. It would be myself. It could be David Osterhaus
23 is involved. Tim Ward sometimes gets involved.
24 The -- that's typically -- that's typically it. I'm
25 not aware of David's getting -- ultimately, David

1 approves. I don't know if there's a level of approval
2 above David.

10:56AM

3 Q. I'll speak specifically about Jimmy Madigan.
4 Who was involved in the compensation conversations
5 regarding Jimmy Madigan?

6 A. I was for sure. And David -- I believe David
7 was as well.

10:56AM

8 Q. And tell me about those conversations with
9 respect to Jimmy Madigan. What did you and David
10 discuss?

11 A. It's basically a discussion, we like to give --
12 you know, our business model takes a three-year look.
13 So when we -- we invest in producers, we expect that
14 it takes a little bit of time to ramp up and get your
15 business developed. And we typically look at a
16 three-year period of time to do that.

10:57AM

17 First couple of years being an investment,
18 we don't expect them to leave an employer and, you
19 know, magically, you know, sell a whole bunch of
20 business. So there's an investment that's required.

10:57AM

21 And those conversations is what David and I would have
22 had is, you know, Jimmy is asking for this in terms of
23 a guaranteed salary. Is this something we can live
24 with. You know, you've met him. I've met him. Do
25 you feel good it. That's typically how those

10:57AM

1 conversations go.

2 Q. Alliant knew who Jimmy's -- at least his largest
3 clients were before he received a job offer, correct?

4 MR. LLAMAS: Form objection to the
5 extent it mischaracterizes the evidence in
6 the record. To the extent you can answer
7 that question, Tom, feel free.

8 A. So yeah. Tom Ward (sic) was the producer on
9 Tyson when he came over, and I became aware of Jimmy's
10 involvement with Tyson after -- McGriff's involvement
11 with Tyson after -- through the process of Tom going
12 and writing that business.

13 Q. (By Mr. Walker:) Just so the record is clear, I
14 believe you said Tom Coyne was the producer; is that
15 correct?

16 A. Correct.

17 Q. Correct. So Tom Coyne had joined you by that
18 point, and you knew the relationship between
19 Jimmy Madigan and Tyson. Was there any consideration
20 within Alliant of the likelihood that Tyson's business
21 would follow Jimmy Madigan to Alliant?

22 A. There was not. You know, obviously with
23 Tom Coyne being the producer, you know, for Tyson,
24 Jimmy's involvement became, you know, ultimately
25 irrelevant. You know, it's Tom's client.

1 Q. Well, it wasn't Tom's client when he came to
2 Alliant. It was Jimmy Madigan's client because Tyson
3 was at McGriff, correct?

10:59AM

4 A. Well, yes. So Tyson, I mean, that's a good
5 question. So Tyson, companies that large don't use
6 one broker. Right? So Tyson -- Tyson used McGriff.
7 They used HUB. They used Aon. They used Willis. So
8 they spread their business around pretty dramatically.

10:59AM

9 So nobody really, you know, takes
10 ownership of Tyson. You know, Tyson controls where
11 their business goes.

11:00AM

12 And interestingly enough, Tyson recently
13 just did an RT for their medical business that Willis
14 had and they bid, Mercer bid, Willis bid. I'm not
15 sure about McGriff. I'm sure they bid. And
16 ultimately, Tyson fired Willis and hired Mercer and
17 brought a whole new consultant into the mix.

11:00AM

18 So when we have clients that large, we
19 have clients that large. We have Federal Express,
20 where do a piece. We have EPS, where we do a piece.
21 You tend to stay in your lane.

11:00AM

22 And when Tom Coyne brought -- was
23 producing Tyson, he was producing the products that
24 Tom Coyne knew well. Those were the Unum products.
25 Some deep voluntary benefits and ultimately life and

1 disability. That's Tom's specialty. That's where

2 Tom's relationship is forged with Tyson.

11:01AM

3 Q. Let me see if I can simplify this to make this
4 line of questioning in a little more focused. I only
5 want to talk about employee benefits. We can set
6 aside medical and other liabilities. We'll talk about
7 employee benefits. For employee benefits, in January
8 of --

11:01AM

9 A. That includes medical. That includes --
10 employee benefits is -- right, medical, dental,
11 vision.

12 Q. We'll talk about the business --

13 A. Are you referencing --

11:01AM

14 Q. -- that Alliant does for Tyson today, how would
15 you like to refer to that?

16 A. What we do for them today is, we represent lines
17 of coverage. Right? We represent voluntary benefits.
18 We represent life and disability.

11:01AM

19 Q. Okay. So that business that you reference
20 there --

21 A. That business, yes.

22 Q. Jimmy Madigan was the broker of record and
23 McGriff were the broker of record in January of 2021.
24 And that transferred, I believe, on February 1st of --
25 I'm sorry, 2022. That was with McGriff in 2021 into

11:02AM

1 January of 2022, and then that transferred.

2 A. So the -- yeah. The first piece that Tom Coyne
3 wrote was not McGriff's. It was voluntary benefits.
4 That was a combination of Aon and HUB. So Tom was
5 able to get BOR, a piece of the voluntary benefits.
6 That was the initial piece of business that came over
7 from Tyson.

8 Q. What about the --

9 A. After that, the life and disability came after
10 the voluntary benefits. That exact date, I don't have
11 the exact date in front of me. But it was a month or
12 two after.

13 Q. And again, to simplify this, how would you
14 describe the business that -- the coverage that
15 McGriff provided through January of 2022?

16 A. Through January 2022, McGriff, I believe, was
17 the broker of record on life and disability.

18 Q. So we'll call it life and disability, just for
19 clarification. The life and disability was with
20 McGriff until the end of February 2022, correct?

21 A. I believe it was later than that. I'll have to
22 check. Either way, it's a, you know -- whatever the
23 date was, McGriff had it to a certain date and then
24 Alliant received BOR.

25 MR. WALKER: Okay. We've been going

1 right at an hour. Why don't we take a brief
2 break and reconvene?

3 THE WITNESS: Sure.

11:04AM

4 MR. WALKER: Luis, you want to say 10
5 minutes?

6 MR. LLAMAS: Tom hit mute and turn off
7 your camera.

11:04AM

8 THE VIDEOGRAPHER: Okay. We are going
9 or the record at 11:05 a.m., and I'll stop
10 the recordings now.

11 (Recess from 11:05 a.m. to 11:18 a.m.)

12 THE VIDEOGRAPHER: We are back on the
13 record at 11:18 a.m. please proceed.

11:17AM

14 Q. (By Mr. Walker:) Mr. Adkin, we are back after a
15 break. Can you hear me okay?

16 A. I can hear you.

17 Q. Thank you. How much business from Tyson did
18 Alliant have on January 1st, 2022?

11:17AM

19 MR. LLAMAS: B.J., this is Joe. I don't
20 know that Luis is back.

21 MR. WALKER: Oh, I'm sorry, Joe. Why
22 don't we go off the record until we know
23 Luis is back.

11:17AM

24 THE VIDEOGRAPHER: Okay. Off the record
25 at 11:18 a.m.

1 (Recess from 11:18 a.m. to 11:21 a.m.)

2 THE VIDEOGRAPHER: We are back on the
3 record at 11:21 a.m. Please proceed.

4 Q. (By Mr. Walker:) Mr. Adkin, we're back on the
11:20AM 5 record now. My question is, how much Tyson business
6 did Alliant have on January 1st, 2022?

7 MR. LLAMAS: I am going to object on
8 this. B.J., I believe we objected to this
9 on the 30(b)(6) notice. You know, I don't
11:20AM 10 see how it's relevant to this case.

11 MR. WALKER: Well, I think Luis, it's
12 relevant to how much business has
13 transferred to Alliant since Jimmy Madigan
14 and Tom Coyne joined Alliant. If you'd
11:20AM 15 like, I can ask the question that way. I
16 think we're entitled to understand how much
17 Tyson business has transferred. He
18 testified at some length here today about
19 the fact that there was business other than
11:21AM 20 this McGriff business at Tyson.

21 MR. LLAMAS: So you want to know
22 business other than McGriff business that is
23 at Alliant?

24 MR. WALKER: And when it came to
11:21AM 25 Alliant.

1 MR. LLAMAS: Okay. When it came. Okay.
2 All right. You can answer that, Tom, to the
3 extent you know.

4 A. So like I -- like I mentioned, I think the first
11:21AM 5 piece of business was voluntary benefits that Tom
6 produced, and that was prior to Jimmy. And that was,
7 I think, a couple hundred thousand dollars, two or
8 three hundred thousand dollars worth of revenue.

9 After that, you know, on Tyson, maybe we added another
11:22AM 10 1.7-ish.

11 Q. (By Mr. Walker:) Was that business that came
12 from McGriff, that 1.7?

13 A. That was the -- that was revenue from life and
14 disability. I don't know if, in fact, McGriff was
11:22AM 15 getting all that, but that's what we received.

16 Q. Was that business that came to Alliant through a
17 BOR that was previously --

18 A. That is -- just a clarification. That's run
19 rate. That's not -- you know, we have not received
11:22AM 20 that amount of money. I was providing you an annual
21 run rate estimate.

22 Q. I understand.

23 A. On both those situations.

24 Q. Let me try to keep this simple. Before
11:22AM 25 Tom Coyne joined Alliant, did Alliant have any of

1 Tyson's business?

2 A. Not that I'm aware of.

3 Q. So Tom Coyne joined Alliant and you had what you
4 said was a few hundred thousand dollars worth of
5 business initially, correct?

11:23AM

6 A. Correct.

7 Q. And then this 1.7 came from life and disability,
8 correct?

9 A. Correct. I'm not 100 percent accurate on the
10 dollar amount, but it's in that range.

11:23AM

11 Q. Understand. A fairly large --

12 MR. LLAMAS: Just so the record is
13 clear, Mr. Adkin testified that that was an
14 estimate. That's not actually the money
15 that Alliant has made. Subject to that,
16 keep going.

11:23AM

17 MR. WALKER: I understand that.

18 Q. (By Mr. Walker:) Did that life and disability
19 work come to Alliant as a result of a BOR that Tyson
20 signed after Tom Coyne joined Alliant?

11:23AM

21 A. Yeah. Tom Coyne produced that business. That's
22 correct.

23 Q. And was that business previously with McGriff?

24 A. The life and disability came with the BOR.

11:24AM

25 ~~Again, I can't -- I have no idea what McGriff was~~

1 making on Tyson.

2 Q. I'm not interested in how much they were making.
3 I'm interested, did they have life and disability
4 before Alliant for Tyson?

11:24AM

5 A. They had the BOR on life and disability. That's
6 correct.

11:24AM

7 Q. I want to go back to the discussions about
8 salary for Mr. Madigan, what conversations that you
9 and Mr. David Osterhaus were having. We talked about
10 the size of Jimmy Madigan's book of business, and I'd
11 like to understand, when you're talking about salary,
12 is the salary that you offer a prospective hire in
13 some way influenced or determined by their book of
14 business?

11:24AM

15 A. It's influenced by what we believe their ability
16 to perform at over three years. Right? So I'll give
17 you an example relative to Jimmy. You know, his
18 salary is five hundred and something thousand dollars,
19 in that range. That's about a million-five book of
20 business. Right? If you're talking annual numbers.

11:25AM

21 Jimmy's recently sold Scion and Choctaw,
22 non-McGriff accounts. Once those accounts are
23 annualized and up to scale, Jimmy -- Jimmy will be
24 above 1.5.

11:25AM

25 And again, we look at that over three

11:26AM

1 years. If Jimmy did that in his third year here, got
2 his revenue up to a million-five, we'd be very
3 pleased. It appears he's going to do it, you know, by
4 the time it's on a run rate, probably within the first
5 two years, which is -- which, again, is exceptional.

6 Q. Uh-huh. Did Mr. Madigan have any clients -- let
7 me clarify terminology here. You just mentioned Scion
8 and Choctaw. He's the producer on those, correct?

9 A. Correct.

11:26AM

10 Q. Can we call those his clients, his customers?
11 How would you like to refer to those?

12 A. We like to call them clients.

13 Q. Clients. We can do that.

14 A. Versus customers.

11:26AM

15 Q. We can do that. Did he have any clients when he
16 joined Alliant?

17 MR. LLAMAS: Objection to form.

18 A. So I can answer that?

19 Q. (By Mr. Walker:) Yes.

11:26AM

20 A. He didn't have a -- nobody has any clients when
21 they join Alliant.

22 Q. Well, what was he doing when he joined Alliant
23 if he didn't have any clients?

24 A. Trying to sell to clients. Right? Trying to
25 get Scion's business. Trying to get Choctaw's

11:27AM

1 business. That's what a producer's role was.

2 Q. Is that all he was doing is trying to get new
3 clients?

4 A. Well, that's -- that's what I would be concerned
5 about. If he -- I mean, there are -- you know,
6 there's a team over there with some clients, he may
7 have been, you know, doing a little bit of, you know,
8 client work. I'm not 100 percent positive on what his
9 day-to-day was.

10 My expectation of his day-to-day is that,
11 you know, our culture here is, you know, whatever is
12 required. You know, you can -- you know, I don't care
13 what your title is, you're not going to get promoted
14 out of being able to do something. But his main
15 function and his main role is to be a producer, create
16 new relationships, and bring revenue to Alliant.

17 Q. That's his main role. But the other things you
18 mentioned, sort of things unrelated to bringing in new
19 clients, we'll use whatever terminology you prefer.

20 What would you call that? Is that assisting?

21 Helping? Servicing? What do you call that work?

22 A. It's all the above. You know, we have producers
23 that might, you know, help arrange, you know, for a
24 carrier lunch and learn. Right? They're paid to
25 sell, not arrange lunch and learns, but they do. Just

1 part of being a team.

2 Q. Okay. So let's talk about, say, the first
3 month, the first month after Jimmy Madigan joined
4 Alliant. Was he working as a producer trying to
5 generate new business?

11:29AM

6 A. That would be my expectation.

7 Q. Do you know if he was doing that?

8 A. I do not. I don' -- we're not a sales
9 management culture here. You know, we hire
10 professionals and we expect them to perform. And the
11 proof is in the -- the proof is in the BOR, so to
12 speak.

11:29AM

13 Q. So setting aside that producer aspect of it, is
14 it your expectation that Jimmy Madigan was also doing
15 some of those other things that we talked about, the
16 assisting, the helping, the servicing the existing
17 clients in his first month at Alliant?

11:29AM

18 A. His first month, I can't speak to his first
19 month. Since he's been here, has he probably done
20 some service stuff? My guess is yes. He's done
21 nonproduction work, yes. For sure.

11:30AM

22 Q. He's done service work for Tyson, correct?

23 A. I would have to define what -- what that was.
24 I'm not -- again, I'm not privy to what Jimmy did, you
25 know, each day on each client.

11:30AM

1 Q. Okay. What about WEHCO? Are you familiar with
2 WEHCO?

3 A. To the extent it's a current client of ours, yes.

11:30AM

4 Q. Do you know if Jimmy Madigan has done any work
5 for WEHCO since he joined Alliant?

6 A. I do not know.

7 Q. Are you familiar with Arisa?

8 A. I am.

11:31AM

9 Q. Do you know if Jimmy Madigan has done any work
10 for Arisa since he joined Alliant?

11 A. I don't know.

12 Q. Let me ask you about -- just one second. Let me
13 refer you to a document that is in the documents that
14 we sent to you. It is Defendant's 276.

11:31AM

15 A. Okay.

11:32AM

16 Q. Let me also say, if you'd like to look at this,
17 please do look at this. It's Defendant's 195. It's
18 an email from Jimmy Madigan that he sent to Alliant HR,
19 Defendant 195. It's an email that Jimmy Madigan sent
20 to the Alliant HR department on January the 19th,
21 2022, in which he said, "Attached is the signed offer
22 of employment letter that came from Lisa Kaucher. And
23 attached to it --

24 A. I've got that.

11:32AM

25 Q. Yeah. Attached to it is an Alliant letter dated

11:32AM

1 January the 12th, the subject line is conditional
2 offer of employment, which Mr. Madigan signed and sent
3 back. I don't have any questions about that document,
4 but I mention that to you just so you can put things
5 in context.

6 My questions come about document
7 Defendant's 276. Let me know when you have that
8 document up and we can discuss it.

9 A. Prospective employee departure protocols?

11:32AM

10 Q. Yes.

11 A. Okay. I've got that.

12 Q. Okay. Tell me what this document is.

11:33AM

13 A. So this is a document I referenced earlier where
14 we have the prospective candidates, before they start,
15 before they start with Alliant, that we want to make
16 sure that they understand our expectations of what
17 they -- how they should be treating their current
18 employer on exit. And it goes through a list of
19 the -- of the don'ts.

11:33AM

20 Q. Does every prospective employee receive this
21 document?

22 A. Every prospective producer receives this
23 document.

24 Q. Why?

11:33AM

25 A. Client?

1 Q. No. I said why? Why do they receive this
2 document?

11:34AM

3 A. They receive it because we want them to respect
4 and understand their current -- their current
5 obligations with their employer. We want to make sure
6 they understand what they should be, shouldn't be
7 treating their exit.

11:34AM

8 Q. Is that to ensure that they do not run afoul of
9 their employment agreements with their current
10 employer?

11 A. Correct.

11:34AM

12 Q. And those employment agreements could include
13 restrictive covenants, like the ones that Alliant has
14 in its contract with its employees, that are designed
15 to protect business interests; is that correct?

16 MR. LLAMAS: Objection to the extent it
17 calls for a legal conclusion. Subject to
18 that, you can answer.

11:34AM

19 A. Yeah. My understanding is that's what it's
20 roughly designed to do.

11:35AM

21 Q. (By Mr. Walker:) Let's look at the second
22 bullet point on this document, sir. Conduct while
23 employed at your current employer. Reading down about
24 four lines, at the end of the fourth line, it reads,
25 "Alliant requires that during your employment with

1 your current employer, you perform your duties
2 faithfully and to the sole benefit of your current
3 employer and not attempt to save opportunities for
4 potential employees with Alliant." Do you see that?

11:35AM

5 A. I do.

6 Q. It goes on to say that "During this employment
7 period with your current employer, you should not
8 encourage any other employees or actual or prospective
9 clients of your current employer to come with you to

11:35AM

10 Alliant and, out of an abundance of caution, should
11 therefore avoid speaking with other employees or
12 actual or prospective clients of your current employer
13 about your potential departure." These provisions in
14 this document, are they discussed with any of the
15 prospective employees in this case? That is, Madigan,
16 Gramling, Linde?

11:35AM

17 A. Yes, they were there. Whether it's a full
18 discussion or it's up to them to review it,
19 acknowledge it, sign it, and return it.

11:36AM

20 Q. That's my question. Is it a discussion or is
21 this document sent to them and they're expected to
22 review, sign, and return?

23 A. Review, sign, and return.

11:36AM

24 Q. Have you ever had a prospective employee, you
25 send them this document, they sign this document, and

1 return, and you -- you being Alliant, ultimately do
2 not give them a job offer because you believe they
3 have violated this agreement?

4 MR. LLAMAS: I heard some feedback
5 there. I don't know. But objection to form
6 and calls for speculation. To the extent
7 you can answer that, Tom, feel free.

8 A. I'm not -- I'm not aware of any.

9 Q. (By Mr. Walker:) Does Alliant make any effort
10 to determine whether its prospective employees have,
11 in fact, complied with the obligation that it sets out
12 in this second bullet point?

13 A. Repeat that question.

14 Q. Does Alliant make any effort to determine
15 whether its prospective employees do, in fact, comply
16 with this second bullet point?

17 A. Well, I think it would be difficult. I don't
18 know that we do. It would be difficult. They're
19 someone else's employee at the time they're signing
20 this, which is the -- the whole idea behind it. So I
21 don't know how we can compel them, you know, other
22 than, you know, letting them know that this is what
23 the expectation is.

24 Q. So you set the expectation in this document, but
25 you don't follow up and ask the question did you, in

1 fact, comply with this obligation?

2 MR. LLAMAS: Objection to form.

3 Objection to the extent it mischaracterizes
4 his testimony. Subject to that, you can
5 answer.

11:38AM

6 A. Yeah. I don't -- I don't know that I can even
7 answer that question. We don't -- you know, we expect
8 them, when they sign their -- this document, we expect
9 when they have a legitimate current restrictive
10 covenant document from their current employer, we
11 expect them to abide by it. And this is just a
12 reminder of please abide by those restrictive
13 documents, and this is our expectation as your new
14 employer.

11:38AM

11:38AM

15 Q. Well, what happens if a prospective employee has
16 a question. They're not sure. They've got a
17 restrictive covenant. They know they have it, but
18 they're not sure what it means. Does Alliant make an
19 offer to provide guidance to prospective employees on
20 those questions?

11:39AM

21 A. We do. When they become an employee, we have an
22 attorney that helps them work through those
23 transitional issues. Should they have any questions,
24 concerns, should they have any questions around this
25 document that you've provided. But if that is not,

11:39AM

11:39AM

1 you know, your first question was when they were
2 currently employed, this question is after an employee
3 of Alliant. After they're an employee of Alliant, you
4 know, we assign them -- we'd assign them counsel,
5 local counsel that can review and go through all
6 the -- all the legal expectations of transitioning to
7 Alliant.

11:39AM

8 Q. So the provision of counsel to assist with the
9 transition and the answering of these questions occurs
10 after they begin work for Alliant?

11 A. Correct.

12 Q. In this case, was local counsel provided for
13 Madigan, Gramling, and Linde to answer questions about
14 their restrictive covenants?

11:40AM

15 A. I believe it was, yes.

11:40AM

16 Q. I want to turn back to this document that you
17 have up, 276, sir. It says, again, that Alliant
18 requires that during your employment with your prior
19 employer that you not encourage other employees or
20 actual or prospective clients or your current employer
21 to come with you to Alliant. Are you aware that
22 Mr. Madigan and Mr. Gramling have nonsolicitation
23 provisions in their employment agreement with McGriff?

24 A. Yes, I am.

11:41AM

25 Q. Have you read their employment agreements with

1 McGriff?

2 A. Yes.

3 Q. So you saw the nonsolicitation provisions in
4 there. You saw the provisions that related to
5 servicing in there?

11:41AM

6 MR. LLAMAS: Objection. To the extent
7 it mischaracterizes the restrictions that
8 the candidates in this case had. They had
9 nonsolicits. They don't have nonservice.
10 Subject to that, you can answer.

11:41AM

11 A. Yeah, I've read it and I'm aware of the
12 nonsolicit relative to clients and employees.

13 Q. (By Mr. Walker:) Do you believe that
14 Mr. Madigan made any effort to solicit a McGriff
15 customer to Alliant?

11:41AM

16 A. No.

17 MR. LLAMAS: Okay. Just my standing
18 objection as to this line of questions, to
19 the extent it calls for a legal conclusion.
20 Subject to that, the witness can answer. We
21 can go forward.

11:42AM

22 Q. (By Mr. Walker:) Why do you not believe
23 Mr. Madigan made any effort to solicit McGriff
24 customers to Alliant?

11:42AM

25 A. You asked me if I was aware. It's because what

1 I'm aware of Mr. Madigan made an attempt, and I said
2 I'm not aware. You know, I'm aware Tom Coyne did.

3 Q. Have you reviewed the document that has been
4 produced in this case, and you have a copy of it
5 there, Tyson 12, which is an email conversation
6 between Mr. Madigan and Mr. Kidd at Tyson?

11:42AM

7 A. Yes, I'm familiar with this.

8 Q. You do not view that as evidence of
9 solicitation?

11:42AM

10 A. I don't. I don't know -- I don't know the
11 backdrop behind this email. You know, I saw this
12 email for the first time this week. This email, to
13 me, appears to be Jimmy answering questions that have
14 been asked of him.

11:43AM

15 Q. That's your opinion --

16 A. And somebody's -- and somebody's -- some of
17 these, I don't even -- like, number 2, I don't know
18 that if that's, you know, positive or negative.

11:43AM

19 Right? I mean, I don't know what Jimmy is trying to
20 convey there. So I can't speak that it's solicitation
21 or not.

22 Q. Okay. You don't know if that's solicitation or
23 not. But aside from that document, Tyson --

24 A. It doesn't appear to be.

11:43AM

25 Q. Aside from that document, Tyson 12, are there

1 any other documents that you've looked at that you
2 think are relevant to the question of whether
3 Jimmy Madigan solicited business to Alliant?

4 MR. LLAMAS: Objection to form. And the
5 question is vague, relevance is kind of a
6 broad term. But subject to that, if you
7 think you understand the question, you can
8 answer, Tom.

9 A. Yeah. I understand the question. I don't have
10 any knowledge of any documents that Jimmy solicited.

11 Q. (By Mr. Walker:) Do you work with Alex Gramling
12 or Melissa Linde at all?

13 A. No.

14 Q. How often do you speak with Mr. Madigan?

15 A. Again, it's really not a sales management
16 culture, so I may speak to Jimmy once or twice a
17 month. Kind of as needed. There's no -- you know, if
18 he's got an opportunity he wants to discuss or an
19 issue, I'm available. It just depends on what he
20 needs. He may reach out to Donna. He could reach out
21 to myself.

22 Q. Have you spoken with Mr. Madigan about this
23 lawsuit at all?

24 A. I have not.

25 Q. When did you find out of this lawsuit that was

1 filed by McGriff?

2 A. I don't know the exact -- I don't know the exact
3 date.

11:45AM

4 Q. Were you surprised when you learned that McGriff
5 had sued Alliant over these three employees?

6 A. I wouldn't say I was surprised. I was aware of
7 some other lawsuits McGriff had filed. So, you know,
8 not ultimately -- not ultimately surprised.

11:45AM

9 Q. Were you not surprised -- if I'm understanding
10 your answer, you're not surprised because McGriff had
11 filed other lawsuits against Alliant with the same
12 allegation essentially related to breach of
13 restrictive covenants?

11:46AM

14 A. Well, I don't -- I can't speak to what the other
15 lawsuits were about. But usually, you know, this --
16 these situations tend to pop up in the industry,
17 whether it's Alliant or our competitors.

18 Q. Has Alliant filed lawsuits to enforce its
19 restrictive covenants against former employees?

11:46AM

20 A. I am not aware. In my region, we don't --
21 nobody leaves, so the answer would be no. Outside of
22 my region, I can't speak to that.

11:46AM

23 Q. You mentioned that Alliant provides local
24 counsel for its new hires as a resource to help them
25 comply with their restrictive covenant. Is there any

1 other action that Alliant takes, any other resource
2 that Alliant provides, any training that Alliant
3 provides, on the question of restrictive covenants for
4 its new hires?

11:47AM 5 A. No. Not that I'm aware of.

6 Q. So the resource available is, "Here's your
7 lawyer. You can talk to the lawyer"?

8 A. Well, they can talk to -- you know, they can
9 talk to me. They can talk to internal general

11:47AM 10 counsel. But the best -- the best knowledge of a
11 given situation, knowing these are snowflakes, is to
12 have local representation that can speak to, you know,
13 both the law in which the contract in the state in
14 which it was written.

11:47AM 15 Q. And then just for the record, so we're clear,
16 you've mentioned a few times and used the word
17 "snowflake," which I think if -- if I'm understanding
18 you, is a fairly apt description. But do you mean by
19 that that each situation is different as each

11:47AM 20 snowflake is different?

21 A. Completely different. Yes. Yeah.

22 Q. Do you know who Lee Kidd is?

23 A. I do.

24 Q. Who is he?

11:48AM 25 A. He was -- I believe he was in human resources at

1 Tyson.

2 Q. And what is your understanding of Mr. Kidd's --
3 well, first of all, you said was. He is no longer
4 with Tyson, as I understand it?

11:48AM

5 A. I think that's correct. Yes.

6 Q. Do you know what he is doing now?

7 A. I do not.

8 Q. Has there been any discussion in Alliant about
9 either retaining or contracting with or partnering
10 with Mr. Kidd on a consulting basis?

11:48AM

11 A. Not that I'm aware of.

12 Q. Who would you expect would be a part of any such
13 conversation like that? Would that be a
14 Tom Coyne/Jimmy Madigan conversation? Who would that
15 conversation be with?

11:49AM

16 A. I have -- it's an unusual question, and I don't
17 have the answer for you.

18 Q. Okay. So back to Lee Kidd. Have you ever
19 spoken with Lee Kidd? Do you know him?

11:49AM

20 A. I do not. I've not spoken with him.

21 Q. So your understanding of who he is, what he is,
22 what he did, where does that come from?

23 A. Conversations with Tom Coyne.

24 Q. Okay. What did Mr. Coyne tell you about
25 Lee Kidd?

11:49AM

11:50AM

1 A. They go back years, great relationship. And,
2 you know, in the context of, you know, of Lee, you
3 know, bringing -- you know, getting to be a BOR for
4 volunteer benefits and ultimately life and disability
5 over to Tom Coyne.

11:50AM

6 Q. Did you, in any way, assist, advise, counsel on
7 Tom's efforts to obtain that BOR?

8 A. I didn't -- I did not. I mean, he is -- he has
9 no restrictive covenants that would prevent him from,
10 you know, performing his sales function.

11:50AM

11 Q. Did Jimmy Madigan's name come up in any of those
12 conversations with Tom Coyne about obtaining the Tyson
13 BOR?

14 MR. LLAMAS: Objection to form.

15 A. No. No conversations relative to Jimmy and
16 Tyson BORs.

11:50AM

17 Q. (By Mr. Walker:) Well, let's make it broader.
18 Any emails, any text messages, any communications
19 about Jimmy Madigan in the context of obtaining the
20 Tyson BOR?

21 A. Not that I recall. Jimmy was still at McGriff,
22 I think, when Tom got the -- his first BORs.

11:51AM

23 Q. What about Alex Gramling? Any conversations or
24 communications about Alex Gramling in relation to
25 obtaining the Tyson BOR?

11:51AM

1 A. No.
2 Q. What about Melissa Linde?
3 A. No.
4 Q. So were the conversations with Tom Coyne about
5 obtaining the Tyson BOR focused on how to get the BOR
6 exclusively? I mean, I'm trying to understand what
7 you and Tom were talking about.

11:52AM

8 A. Well, Tom, you know, as you can imagine, Tom is
9 a new -- he just made the transition over to producer.
10 He was very excited about the opportunity. It was
11 more about that.

11:52AM

12 You know, this is, you know, his
13 relationship, and he felt pretty strongly that he was
14 going to get, you know, BOR for the voluntary
15 benefits. And he felt pretty strongly, once he got
16 that, he ultimately would be able to get the life and
17 disability as well.

11:52AM

18 So I just relied -- Tom's a -- Tom's a
19 30-year industry professional. I rely on his
20 abilities to do his job. So it was just more
21 discussing the opportunity and kind of the good news.

11:52AM

22 Q. Were there any discussions about who would
23 actually service this account once it was in Alliant's
24 portfolio?

25 A. Not specifically. I mean, Tom -- Tom joined us

11:53AM

1 knowing that we've got the resources, particularly for
2 clients the size of Tyson. You know, we do life and
3 disability for Federal Express, for example.
4 Voluntary benefits for Federal Express. Disability
5 for UPS. So there's a lot of resources here that can
6 handle the likes of that.

11:53AM

7 Q. You've got those resources there. But within a
8 few weeks of Tyson's BOR going to Alliant, you also
9 hired Jimmy Madigan, Alex Gramling, and Melissa Linde,
10 three people who were working on the Tyson account for
11 McGriff. That's correct, isn't it?

12 MR. LLAMAS: Objection to the extent
13 mischaracterizes the evidence in the record.
14 Subject to that, you can answer.

11:53AM

15 A. Yeah. So the -- you know, Tom Coyne identified
16 Jimmy. You know, Jimmy having a -- being a producer
17 in Fayetteville, Arkansas, is somewhat of a local. So
18 when we hire a producer, we immediately figure out
19 that we're going to, you know, provide staffing and
20 create an office there. So we find someone that's got
21 what we think is the ability to be a leader and a
22 producer, we make that investment.

11:54AM

23 Q. Well, I appreciate that.

11:54AM

24 A. Typically, that investment, that has to come in
25 advance of any revenue. We just have to make that

1 investment.

11:54AM

2 Q. Well, I appreciate that, Mr. Coyne -- I'm sorry,
3 Mr. Adkin. My question is this. You brought on
4 Tyson, which you've told me is a sizeable client, and
5 I appreciate that. You're saying that happened via
6 Mr. Coyne.

11:54AM

7 My question is, if you had the resources
8 to service that client, why did you need to bring on
9 Jimmy Madigan, Alex Gramling, and Melissa Linde, the
10 three people who serviced that client at McGriff, and
11 who are now servicing that client at --

11:55AM

12 MR. LLAMAS: Tom, let me object here.
13 Objection to the extent it characterizes the
14 evidence, is contradictory to the testimony
15 provided by Gramling and Linde as to their
16 involvement in Tyson at McGriff. Subject to
17 that, you can answer.

11:55AM

18 A. So they were brought on with different roles.
19 Jimmy was brought on as a producer. That function as
20 a producer and some leadership qualities, you don't
21 just hire a producer in Fayetteville, Arkansas, and
22 walk away.

11:55AM

23 It requires, from our perspective, if
24 we're going into a new geography, and Arkansas was one
25 of those geographies we're going into by putting a bet

11:55AM

1 on Jimmy, we've got to staff around Jimmy so when
2 Jimmy ultimately, over the next three years, starts
3 selling business, like he is with Scion and Choctaw,
4 we've got the folks there locally that can step in and
5 help support that -- those clients from a service
6 perspective.

11:56AM

7 Q. Why is it important to have people local in
8 northwest Arkansas to service local clients?

9 A. Because the majority of Jimmy's business, as he
10 grows, will be local. And the expectation when you
11 sell business in markets like that, the majority of
12 your business is going to be local and they expect
13 local service.

11:56AM

14 The larger the clients, local service is
15 not as important. You know, a situation like a Tyson
16 or a FedEx, you know, or a, you know, fill in the
17 blank, larger -- larger Fortune 100 customers, they're
18 used to dealing with consultants and brokers that are
19 not local. It's not as important to them.

11:56AM

20 Q. So it's important for smaller clients to have
21 someone local to service their needs local; is that
22 what you are saying?

11:56AM

23 A. That's correct. And that is the expectation for
24 Arkansas. And Jimmy is -- that's the majority of the
25 business that Jimmy will be developing is that type of

1 business.

2 Q. Local smaller companies like WEHCO, Arisa,
3 Ouachita Baptist, Blue? Is that what you would
4 consider to be a smaller local company?

11:57AM

5 A. I'm not sure where those particular customers
6 are located. But from Jimmy's production standpoint,
7 you would expect Jimmy to be producing local.

11:57AM

8 Tom -- Tom's production is going to be
9 broader. You know, Tom's reach is broader, so his
10 clients at the upper end are going to be in different
11 markets outside of Arkansas.

12 Q. Let me ask you, not about the production side
13 but about the servicing side. For smaller clients,
14 like WEHCO and Arisa and Ouachita and Blue, all of
15 whom are smaller than Tyson -- can we agree on that?

11:57AM

16 A. Yeah. It's not my definition of smaller.
17 Right? So my definition of smaller would be probably
18 500 employees, in that range. I think Tyson has
19 100,000, so there's a lot of companies smaller than
20 Tyson.

11:58AM

21 But we -- we -- in the industry, we kind
22 of refer to it as mid-market, mid-market being 100
23 employees up to maybe 1,000. Sweet spot being about
24 500. If you look at the makeup of Arkansas from a
25 market standpoint, that's what that market is going to

11:58AM

1 look like. That's the expectation as Jimmy produces,
2 where he's going to be writing his business. Then
3 there is local service, just like it would if we did
4 it in Charlotte.

11:58AM 5 Q. Local service being important in that situation?

6 A. Correct.

7 Q. Do you know the first time -- have you seen -- I
8 don't know that you've got the document in front of
9 you. But I believe Mr. Madigan started at McGriff, or

11:59AM 10 at least signed his employment agreement with
11 McGriff -- I'm sorry. Let me start over.

12 I believe Mr. Madigan signed his
13 employment agreement with Alliant on February the 14th
14 of 2022. Does that seem correct to you?

11:59AM 15 A. That's -- yeah. I'll take your word for it. It
16 sounds in the right range.

17 MR. LLAMAS: I don't know if that's
18 true.

19 MR. WALKER: I can try to find it.

11:59AM 20 A. I saw the 7th on some document.

21 MR. LLAMAS: For the sake of clarity, I
22 just --

23 Q. (By Mr. Walker:) I think he signed on the 7th.
24 He began work on the 14th. But that's not my
11:59AM 25 question?

1 MR. LLAMAS: Sorry, B.J.

2 MR. WALKER: No. No. I appreciate
3 that.

11:59AM

4 Q. (By Mr. Walker:) The question is this: Do you
5 know the first time that McGriff -- I'm sorry,
6 Mr. Madigan visited with Tyson after he began work for
7 Alliant?

8 A. I don't.

12:00PM

9 Q. Would it seem curious to you if he started
10 Tyson -- started work on a Monday and visited Tyson on
11 Tuesday?

12 MR. LLAMAS: Objection to form, and to
13 the extent the question is vague as to the
14 definition of curious.

12:00PM

15 A. Well, my answer, I guess, it depends on what he
16 was going there. He would have known it's a client,
17 so if he was there to go -- if he had a friendship, I
18 think, with folks he worked with there. If he went to
19 say hello, have lunch, I don't know. So that's not
20 necessarily unusual. It just depends on what for.

12:00PM

21 Q. (By Mr. Walker:) If your expectation is that he
22 is going to be working as a producer, don't you think
23 it strange that he's going to a preexisting client as
24 opposed to trying to develop a new client?

12:01PM

25 A. My --

1 MR. LLAMAS: Sorry, Madam Court
2 Reporter. I'm making an objection just to
3 clarify the record. B.J., are you asking
4 for him to assume this timeline of events?

12:01PM

5 MR. WALKER: Yes. Yes.

6 A. My expectation is, he is not going to solicit
7 his own customers. That's why we have these documents
8 and processes in place. He can walk and chew gum at
9 the same time. You know, you don't sit there and
10 produce eight hours a day. It's just not how it
11 works. There's a relationship development aspect to
12 it.

12:01PM

13 So it's not unusual that someone, if
14 they've got a relationship. You know, again, I don't
15 understand -- I don't have context of why he went
16 there, or that would be something he would have to
17 answer. But it's certainly not unusual. If he went
18 there and solicited, that would be an issue.

12:02PM

19 Q. (By Mr. Walker:) Do you think it's important to
20 Tyson for Alliant to have a local presence -- that is,
21 an office and a staff -- in northwest Arkansas?

12:02PM

22 MR. LLAMAS: Objection. Objection to
23 the extent it calls for speculation.
24 Subject to that, you can answer.

12:02PM

25 A. My experience with large customers like Tyson

1 is, that is not important.

2 Q. (By Mr. Walker:) What about customers like
3 WEHCO, do you think it's important for WEHCO to have a
4 local office and local staff?

12:02PM

5 A. I don't know the size of WEHCO or where they're
6 located, to be honest with you. If it's what I
7 described as mid-market, it tends to be. It's not a
8 certainty.

12:02PM

9 You know, we have -- we have clients that
10 have, you know, 300 employees we service here and
11 they're in California. It's more of generalities I'm
12 providing around mid-market. But mid-market tends to
13 want local because your other local competition is
14 going to sell local. Right? So if you want to
15 compete in a market and someone is selling local,
16 you've got to compete with local.

12:03PM

17 Q. So mid-market, you need to be local; am I
18 understanding?

12:03PM

19 A. In general. But again, it's not a certainty.
20 And I can't speak for what's important to WEHCO.

21 Q. Mr. Madigan is making, I believe, \$600,000 a
22 year; is that correct?

23 A. I think his salary is five -- five something.
24 575-, 550-, something in that range.

12:03PM

25 Q. Okay. He also received \$150,000 starting bonus,

1 did he not?

2 A. I believe he did.

3 Q. For someone who doesn't bring a book of business
4 with him, is it typical for Alliant to pay that much
5 money to someone, again, who doesn't have a book of
6 business when they start at Alliant?

7 A. Well, yeah. Ninety -- the majority of producers
8 who start at Alliant don't have a book of business.
9 They've got restrictive covenants. So it is not
10 unusual.

11 And we're very selective on who we hire in
12 that regard. Right? I've interviewed, you know,
13 dozens of producers, established at their current
14 employer, that we decided not to hire because I didn't
15 I didn't like their -- I didn't think they fit
16 culturally. They were not impressive to me.

17 Jimmy -- Jimmy Madigan was different. He
18 was kind of what we -- what we look for. So we don't
19 look at a market. We look at an individual.

20 For example, we don't have anything in
21 Charlotte because I've not been impressed with any
22 candidates in Charlotte. Right? So when a candidate
23 gets presented in a certain geography and we feel good
24 about it, we get them on board and we make an
25 investment around them. It's not a day one

12:05PM

1 investment. Like I said, we look at it over a
2 three-year period of time. And we expect by the third
3 year at a run rate, they're going to be producing the
4 right margins and be successful. If they're not going
5 to do it within three years, we have a conversation
6 about the specifics and decide if we're going to kind
7 of collectively move forward or what the right move is
8 next.

12:05PM

9 Q. Do you know how old Tom Coyne is?

10 A. He is -- I think he's a few years older than I
11 am. I believe he's in his late fifties.

12 Q. Have there been any conversations between
13 Tom Coyne and anyone at Alliant about his retirement
14 prospects?

12:06PM

15 A. Not -- not to my knowledge. I've not heard him
16 ever speak of it.

17 Q. What do you expect will happen to Tom Coyne's
18 book of business when he does decide to retire?

12:06PM

19 A. It would depend on what that book looks like.
20 When -- when producers retire at Alliant, they've got
21 a retirement benefit in their contract which says so
22 long as the book of business is on the books for --
23 it's typically two years, they'll continue to receive
24 50 percent of their commission. What happens in those
25 situations is, producers look for the best fit to

1 transition those customers to so it keeps the business
2 on the books.

3 So it would be speculation on my part, you
4 know, down the road on what Tom's book looks like, who
5 the clients are, where they are. You know, is it all
6 life and disability. Is it volunteer benefits.

12:07PM

7 There's a lot of variables that we go into where Tom's
8 prime relationships book ultimately winds up.

9 Q. Would the relationship between Tom Coyne -- and

12:07PM

10 I'm speaking about this from the perspective of
11 Jimmy Madigan's compensation. Would Jimmy Madigan's
12 compensation, with respect to Tom Coyne being the
13 producer on his book, change after Mr. Madigan's
14 restrictive covenants expire?

12:07PM

15 MR. LLAMAS: Objection to the form.

16 Objection to the extent it mischaracterizes
17 the witness' testimony. I don't know if you
18 can answer that because, you know, there's a
19 false statement in it. Subject to that, you
20 can answer, Tom. If you want him to
21 clarify.

12:07PM

22 A. Let me see if I got the question right. So
23 when -- I don't know how to reanswer.

24 Q. (By Mr. Walker:) Let me try to rephrase it.

12:08PM

25 A. Can you try one more time?

1 Q. I'll try to rephrase.

2 MR. LLAMAS: And before we do, B.J., if
3 Madam Court Reporter or whoever is on film,
4 can let us know how long we've been going?

12:08PM

5 THE VIDEOGRAPHER: 48 minutes, and I
6 believe we were 61 minutes on media part
7 one.

8 MR. LLAMAS: Okay. Got it.

12:08PM

9 Q. (By Mr. Walker:) My question, Mr. Adkin, is
10 this: Do you expect -- let me try to simplify this.
11 Do you expect Jimmy Madigan's compensation model to
12 change in any way when his restrictive covenant with
13 McGriff expires?

14 A. No.

12:08PM

15 Q. Same question for Alex Gramling and
16 Melissa Linde. Do you expect their compensation model
17 to change in any way when their restrictive covenants
18 with McGriff expire?

19 A. I do not.

12:09PM

20 Q. Have there been any discussions in or among
21 Alliant personnel about the possibility of
22 Jimmy Madigan becoming a producer for Tyson in the
23 future?

24 MR. LLAMAS: Objection to form.

12:09PM

25 Objection to the extent this topic is not

1 even listed in the notice. To the extent
2 you know, Tom, you can answer.

3 A. My answer would be no, I'm not aware of any of
4 those conversations.

12:09PM

5 Q. (By Mr. Walker:) Same question for the other
6 clients we've talked about: WEHCO, Ouachita Baptist,
7 Arisa?

8 A. No.

12:09PM

9 Q. Any conversations concerning Jimmy Madigan
10 becoming a producer in the future for those clients?

11 A. No.

12:10PM

12 Q. I would like -- we only have a few minutes left.
13 I'd like to ask you a few questions about one of the
14 topics in our notice, which is efforts to collect and
15 produce documents in response to discovery requests.
16 Can you tell me what has Alliant done to preserve
17 documents and information in this case after the suit
18 was filed, after the lawsuit was filed?

19 A. What have they done to preserve it?

12:10PM

20 Q. Yes.

12:10PM

21 A. I can't speak to what they've done. I mean,
22 everything is stored digitally. It's all on our
23 servers. I think a request for -- I think we complied
24 with the request for the documents, you know, with, I
25 think, preagreed search terms.

1 Q. Did Alliant issue any litigation hold notices in
2 this case?

3 A. I don't know what that is.

12:11PM

4 Q. Okay. Were you requested to search your email,
5 search your calendars, search your text messages for
6 any information in this case?

7 A. We had to provide any text messages that we
8 might have had. I don't -- I don't really use either.

12:11PM

9 All the emails were done with search -- search
10 functions via, you know, our legal and IT department
11 basically.

12 Q. That legal and IT search that was done of
13 emails, would it also search text messages?

12:12PM

14 A. I believe it can. I'm not -- I'm not -- I don't
15 know what they ultimately agreed to or searched.

16 Q. Does Alliant provide its employees company
17 phones?

12:12PM

18 A. We provide company phones. And if it's a
19 personal phone, they have -- you've got to supply
20 access that they have rights to on your phone.

21 Q. So can I take from that that Alliant either
22 provides a company phone or acquires rights to its
23 personal phone for all of its employees?

24 A. That's correct.

12:12PM

25 Q. I think you said you're not a big text user; is

1 that right? But in 2022, would you agree that text is
2 a fairly common form of communication between
3 producers and clients?

12:13PM

4 A. I don't -- I don't -- I'm not sure it is. I
5 can't speak to that.

6 Q. Do you know if Donna Baker uses text to
7 communicate?

8 A. I can't speak to what she uses text to
9 communicate.

12:13PM

10 Q. What about Tim Ward? Same question, Tim Ward?

11 A. Yes. Similar.

12 Q. Give me just one second, sir.

13 MR. LLAMAS: While B.J. is looking for
14 something, can we get a time check?

12:14PM

15 MR. WALKER: Yeah. Luis, I think that's
16 all the questions I have.

17 MR. LLAMAS: All right. All right.

18 Well, thank you, B.J.

12:14PM

19 Q. (By Mr. Walker:) Thank you, sir. I appreciate
20 your time today. Oh, one last question. Actually, I
21 do have one last question for you actually, if I can.

22 Mr. Adkin, do you anticipate or do you
23 plan to be at the preliminary injunction hearing in
24 Fayetteville next Tuesday?

12:14PM

25 MR. LLAMAS: B.J., I mean, first of all,

1 that's privileged. Right now, we haven't
2 decided exactly what we're going to do. And
3 as soon as we know, you will know.

4 MR. WALKER: Fair enough.

12:14PM

5 MR. LLAMAS: We will read and review.
6 And to the extent, Madam Court Reporter, you
7 should get the transcript as soon as you
8 can, we would appreciate it.

12:14PM

9 THE VIDEOGRAPHER: This will conclude
10 the deposition, and we are going off the
11 record at 12:16 p.m.

12 (The deposition was concluded at 12:16 p.m.)

13 * * * * *

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REPORTER CERTIFICATION

STATE OF ARKANSAS)

COUNTY OF PULASKI)

I, TAMMIE L. FOREMAN, Certified Court Reporter in and for the aforesaid county and state, do hereby certify to the following:

1) The foregoing deposition was taken before me at the time and place stated in the foregoing styled cause with the appearances as noted;

2) Being a Certified Court Reporter, I then reported the deposition in Stenotype to the best of my skill and ability, and the foregoing pages contain a full, true and correct transcript of my said Stenotype notes then and there taken;

3) I am not in the employ of and am not related to any of the parties or their counsel, and I have no interest in the matter involved;

4) Signature of the witness is not waived.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office this 6th of October, 2022.



Tammie L. Foreman

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1 ERRATA SHEET FOR THE DEPOSITION OF TOM ADKIN
2 Taken on October 6, 2022

3	PAGE	LINE	CORRECTION	REASON FOR CHANGE
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22 I certify that I have read my deposition and request
23 that the above changes be made.

24
25 _____ Date _____
TOM ADKIN

12:14PM

