

In The Matter Of:
Ted Baxter v.
Sun Life Assurance Company of Canada

Otis Robert Goodall
August 5, 2010

195 State Street
Boston, MA 02109
888.825.3376 - 617.399.0130
www.court-reporting.com



O'BRIEN & LEVINE
Court Reporting Services
Making Your Case

Original File Otis Goodall 8-5-10.txt

Min-U-Script® with Word Index

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

-----x

TED BAXTER,

Plaintiff,

vs.

Case No.
1:09-cv-03818

SUN LIFE ASSURANCE COMPANY OF
CANADA,

Defendant.

-----x

DEPOSITION OF OTIS ROBERT GOODALL, a
witness called by the Plaintiff, taken
pursuant to the applicable provisions of the
Federal Rules of Civil Procedure, before James
A. Scally, RMR, CRR, a Notary Public in and
for the Commonwealth of Massachusetts, at the
offices of Ogletree Deakins, One Boston Place,
Boston, Massachusetts, on Thursday, August 5,
2010, commencing at 1:59 p.m.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

A P P E A R A N C E S

DALEY, DeBOFSKY & BRYANT

55 West Monroe Street

Suite 2440

Chicago, Illinois 60603

312-372-5200

By: Mark D. DeBofsky, Esq.

Counsel for the Plaintiff

(Via Skype)

OGLETREE, DEAKINS, NASH, SMOAK & STEWART PC

Two First National Plaza

20 South Clark Street, 25th Floor

Chicago, Illinois 60603

312-558-1220

By: Mark E. Schmidtke, Esq.

Counsel for the Defendant

Also Present:

Katharine Zupan, Sun Life

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

I N D E X

WITNESS	EXAMINATION
OTIS ROBERT GOODALL	
(By Mr. DeBofsky)	5

E X H I B I T S

NO.		PAGE
1	Document headed "Section IV, Benefit Provisions, Long Term Disability Income Benefits"	16
2	Document headed "Amendment No. 6"	20
3	Release of all claims in the matter of Ted Baxter and Kelly Baxter v. Evanston Northwestern Healthcare Corporation, et al	22
4	Document headed "Processing Disability Claims: LTD"	23
5	4/18/08 letter to Mark DeBofsky from Robert Goodall	25
11	2/27/02 e-mail	30

(Exhibits were given to the court reporter to attach to the transcript.)

1 MR. SCHMIDTKE: I just want to
2 confirm that we're on this deposition via
3 Skype, but the Skype is only for
4 convenience and will not be part of
5 official record. The only official record
6 will be the court reporter transcript; is
7 that right?

8 MR. DeBOFSKY: If you know the
9 technology to preserve a Skype transmission
10 like this, I'm not aware of any.

11 MR. SCHMIDTKE: Okay.

12 MR. DeBOFSKY: So the court
13 reporter's transcript is going to be it.

14 MR. SCHMIDTKE: That will make it
15 easy, then.

16 Are you ready to go, swear the
17 witness and we can get going?

18 MR. DeBOFSKY: Yes.

19

20

21

22

23

24

1 OTIS ROBERT GOODALL, having been
2 satisfactorily identified by the production
3 of his driver's license and duly sworn by
4 the Notary Public, was examined and
5 testified as follows in answer to direct
6 interrogatories:
7

8 BY MR. DeBOFSKY:

9 Q. Mr. Goodall, when you were looking at the court
10 reporter, I couldn't hear you very clearly.

11 A. Okay.

12 Q. If you could look in the direction of the camera,
13 I just want to do a sound check.

14 A. Can you hear me?

15 Q. I can hear you perfectly.

16 MR. DeBOFSKY: Let the record reflect
17 this is the deposition of Robert Goodall
18 taken in the case of Baxter versus Sun
19 Life.

20 Q. We're going to try to make this as quick as we can
21 so that you can get back to work and not inconvenience you
22 too much, but I have a few questions to ask you about your
23 role in relation to Mr. Baxter's claim.

24 Just for a little bit of background first, though,

1 can you give me your date of birth?

2 A. April 7th, 1965.

3 Q. And have you ever given a deposition before?

4 A. Yes.

5 Q. And on approximately how many occasions?

6 A. Approximately 15.

7 Q. Have they all involved your work with Sun Life?

8 A. No.

9 Q. And in what other contexts have you given
10 depositions?

11 A. For previous employers through -- as a result of
12 other insurance matters.

13 Q. Okay. I'm sure with 15 depositions under your
14 belt, you're pretty good about the rules, but just to make
15 sure we're on the same page, the court reporter can only
16 take down what we each say out loud. So if you shake your
17 head and shrug your shoulders, I think I'll probably
18 understand from the video, but we're not going to get a
19 good record. Is that understood?

20 A. That is understood.

21 Q. If at any time you want to take a break, that's
22 fine with me. The only consideration that I ask is that if
23 there is a pending question, that we answer the question
24 before the break is taken; is that okay?

1 A. Yes.

2 Q. And probably the most important rule is if you're
3 not clear as to either what I've said or the meaning of
4 what I've said, I'll ask you to have me either repeat or
5 rephrase as appropriate. Otherwise, I'm going to assume
6 that you both heard and understood the question. Is that
7 understood?

8 A. Yes.

9 Q. All right. Can you give me a little bit of a
10 sketch of your educational background post high school?

11 A. I earned my BBA in management from Abilene
12 Christian University in 1988.

13 Q. Have you received any degrees since your BBA
14 degree?

15 A. No, I have not.

16 Q. Have you taken any coursework toward a degree
17 since you earned your BBA degree?

18 A. Very limited. Just a couple of courses after I
19 graduated.

20 Q. In what field?

21 A. In hospital administration.

22 Q. And with respect to your current position, did you
23 receive any kind of specialized education or training at
24 the time that you joined Sun Life?

1 A. I did go through a brief training with Sun Life in
2 regard to their systems software policies, contract
3 language, things like that.

4 Q. I assume that was all in-house?

5 A. Yes.

6 Q. Do you hold any certifications in the field of
7 insurance?

8 A. No, I do not.

9 Q. And am I correct that your current employer is Sun
10 Life?

11 A. Yes, it is.

12 Q. How long have you been an employee of Sun Life?

13 A. Five years, eleven months.

14 Q. Have you been in the same position at Sun Life
15 your entire tenure there?

16 A. Yes.

17 Q. And can you tell me what that position is called?

18 A. Claim consultant.

19 Q. And can you tell me what the duties and
20 responsibilities are of a claim consultant of Sun Life?

21 A. To administer and adjudicate long-term disability
22 claims and to mentor more junior analysts, claim analysts.

23 Q. And can you tell me the title of whom you report
24 to?

1 A. I report to a claims manager.

2 Q. And does anybody report directly to you?

3 A. No.

4 Q. I'm not going to go back too far, but can you tell
5 me what your employment was prior to joining Sun Life?

6 A. I was employed by Swiss Re.

7 Q. In what capacity?

8 A. As a claims manager.

9 Q. How long were you with Swiss Re?

10 A. Approximately seven years.

11 Q. Did your work at Swiss Re involve long-term
12 disability insurance?

13 A. No.

14 Q. What area of insurance did you work in at Swiss
15 Re?

16 A. Individual disability coverage.

17 Q. Did you receive any specialized training at the
18 time, or education, at the time that you joined Swiss Re?

19 A. No.

20 Q. With respect to your tenure at Sun Life, are you
21 able to give me an estimate as to the number of claims that
22 you've reviewed where the claimant became disabled on
23 account of someone else's or some other party's negligence?

24 A. Yes.

1 Q. And can you give me that number, please?

2 A. One.

3 Q. And that would have been Mr. Baxter's claim?

4 A. Yes.

5 Q. We'll circle back to Mr. Baxter's claim in just a
6 little bit.

7 I'd like to ask you some questions about your --
8 the structure of your compensation at Sun Life. Does your
9 compensation include any type of bonuses or incentive
10 compensation?

11 A. It can.

12 Q. And can you tell me what the criteria would be to
13 receive that bonus or incentive compensation?

14 A. It is based on a decision or determination by the
15 board of directors, upper management level administrators
16 within the company.

17 Q. Have you ever seen any written criteria for bonus
18 or incentive compensation that you're eligible for?

19 A. Yes.

20 Q. And what are the factors that might entitle you to
21 bonus or incentive compensation?

22 A. Factors would include company performance and my
23 performance.

24 Q. And in what areas is your performance evaluated?

1 A. Based on audit results, if I'm complying with
2 ERISA guidelines, timelines, appropriate documentation,
3 things of that nature, claim files.

4 Q. You used the term "audit results."

5 A. Yes, sir.

6 Q. Is your work audited?

7 A. Yes.

8 Q. And who, or by title, performs the audit?

9 A. I do not know their title, but it would be staff
10 within our audit team.

11 Q. What type of information is -- is considered in
12 performing an audit?

13 A. I believe all information contained in a claim
14 file.

15 Q. Is part of the audit, part of the audit's purpose,
16 to determine whether you're making accurate claim
17 decisions?

18 A. Yes.

19 Q. And over the course of your tenure at Sun Life,
20 has there been any criticism as to the accuracy of your
21 claim determinations?

22 A. No, not that I am aware of.

23 Q. Has there been any praise or commendation for the
24 accuracy of your claim determinations?

1 A. No, not that I'm aware of.

2 Q. And with respect to bonus or incentive
3 compensation, how large a factor is your individual
4 performance versus company performance?

5 A. I don't recall.

6 Q. Since you've joined Sun Life, have you received
7 any type of internal promotion within your position
8 classification?

9 A. No.

10 Q. Have you received any commendations or specific
11 recognition for any work that you've done at Sun Life?

12 A. Yes.

13 Q. And can you tell me what that involved?

14 A. At least twice I've received a notice from my
15 manager for performing above and beyond, going out of my
16 way to assist others in certain situations.

17 Q. Did you receive any commendation for work you did
18 with respect to Ted Baxter's claim?

19 A. No.

20 Q. How frequently is your performance evaluated at
21 Sun Life?

22 A. Annually.

23 Q. In any performance appraisal you've received at
24 Sun Life, has there been any mention within the performance

1 appraisal of Ted Baxter's claim and/or your handling of
2 that claim?

3 A. No.

4 Q. Can you tell us when you first became involved
5 with Ted Baxter's claim?

6 A. I do not recall the specific date.

7 Q. How did you come to be assigned to that claim?

8 A. I believe the claim was assigned to me.

9 Q. Was it assigned -- I'm sorry. Go ahead.

10 A. By Joan Brasier.

11 Q. Is Joan Brasier a claim manager?

12 A. No.

13 Q. What is her position?

14 A. She is a senior claim consultant.

15 Q. Does she supervise you in any respect?

16 A. No.

17 Q. Do you know why Ms. Brasier selected you to work
18 on Ted Baxter's claim?

19 A. No.

20 Q. At the time you started working on Ted Baxter's
21 claim, did you have access to the reserves on the claim?

22 A. Yes, I would have had access to the reserves.

23 Q. Do you have a recollection as to what the reserves
24 were on Ted Baxter's claim at the time you started working

1 on it?

2 A. No.

3 Q. Do you have a recollection as to whether the
4 reserves were in excess of a million dollars?

5 A. No.

6 Q. With respect to the work you did in relation to
7 Ted Baxter's claim, was there any difference as far as the
8 procedures that you engaged in in handling Mr. Baxter's
9 claim?

10 A. No.

11 Q. In the course of your handling Mr. Baxter's claim,
12 did you consult with anybody else at Sun Life about the
13 course that you planned to follow with respect to the
14 claim?

15 A. Yes.

16 Q. Who did you consult with?

17 A. I would have consulted with my manager at the
18 time.

19 Q. Who was that individual?

20 A. At the start of the claim, it would have been Deb
21 Connor.

22 Q. And who took over subsequently?

23 A. Michael Evans.

24 Q. Both of those individuals would hold the title of

1 claim manager; is that correct?

2 A. I'm not sure of their titles. They are considered
3 in management. They are management personnel.

4 Q. At the time that you were assigned to Mr. Baxter's
5 claim, approximately how many claims were you handling?

6 A. I don't recall.

7 Q. How many claims do you typically handle at any
8 given time?

9 A. Between 50 and 60.

10 Q. When you received Mr. Baxter's claim from Ms.
11 Brasier, what was your specific assignment?

12 A. To adjudicate the claim.

13 Q. Was the claim already being paid at the time?

14 A. No.

15 Q. Were you the individual who ultimately determined
16 that Mr. Baxter's claim was payable?

17 A. Yes.

18 Q. How long after that did the issue of a potential
19 offset arise?

20 A. I don't recall.

21 Q. Did you yourself come up with the idea that an
22 offset might be applicable to Mr. Baxter's claim, or did
23 someone suggest that to you?

24 A. No. I discovered that information.

1 MR. DeBOFSKY: The court reporter
2 should have some exhibits. If you could
3 obtain a copy of Exhibit 1 at this time.

4 There should be an extra copy of all
5 the exhibits for you, Mark, if you don't
6 have them.

7 MR. SCHMIDTKE: I've got it, Mark.
8 Thanks.

9 MR. DeBOFSKY: Okay.

10 (Exhibit 1, document headed "Section
11 IV, Benefit Provisions, Long Term
12 Disability Income Benefits," marked.)

13 BY MR. DeBOFSKY:

14 Q. I'm going to represent to you that Exhibit 1 is --
15 represents two pages from the group long-term disability
16 policy that insured Mr. Baxter. Do you recognize these two
17 pages as belonging to that policy?

18 A. I do recognize these two pages. I cannot say with
19 certainty that it does specifically apply to Mr. Baxter's
20 policy.

21 Q. Would you agree that the specific provision in
22 question with respect to the offset that was applied to Mr.
23 Baxter's policy was the offset provision that's numbered 9
24 on page 38, which would be the second page of Exhibit 1?

1 A. Yes, that would be one of them.

2 Q. Would there be any other provision, any other
3 offset provision, that you would deem applicable to Mr.
4 Baxter's claim?

5 A. Yes.

6 Q. Which one, or ones?

7 A. 1(f).

8 Q. And what was the basis of you determining that
9 1(f) would be applicable to Mr. Baxter's claim?

10 A. In reference to the other income benefit he
11 received through settlement with the medical providers, (f)
12 would apply under potentially any law under the state of
13 Illinois that might allow him compensation through any
14 injuries that he received.

15 Q. Did you -- I'm sorry, did you investigate as to
16 whether there was any such law that was applicable?

17 A. Yes.

18 Q. And what did you conclude?

19 A. That there was -- it was applicable.

20 Q. Which law specifically?

21 A. The medical malpractice tort laws within the
22 state.

23 Q. Did you actually determine whether there was a
24 provision in the Illinois Compiled Statutes that

1 specifically applied to medical malpractice?

2 A. I personally did not, no.

3 Q. Have you ever seen any provision from the Illinois
4 Compiled Statutes applicable to medical malpractice that
5 was at issue in determining whether Mr. Baxter's recovery
6 from his medical malpractice suit was an offset?

7 A. No, I did not.

8 Q. Turning your attention back to number 9 on page 2
9 of Exhibit 1, is that provision still used in Sun Life
10 policies, or are you aware as to whether it's been modified
11 or replaced?

12 A. Yes, it is still being used, and I'm not aware as
13 to whether or not it has been modified.

14 Q. And at the time that you reviewed Mr. Baxter's
15 claim with respect to offsets, just to go back, make sure
16 that I captured your testimony correctly, this was the
17 first time you had ever deemed that provision applicable to
18 any claim that you adjudicated?

19 MR. SCHMIDTKE: Well, I'm going to
20 object to the form of the question because
21 I don't think that was the question. I
22 don't think that was the answer. I don't
23 remember any prior questioning referencing
24 paragraph 9 of the contract, Mark.

1 MR. DeBOFSKY: Let me rephrase the
2 question.

3 Q. At the time that you adjudicated Mr. Baxter's
4 claim, you deemed paragraph 9 of Exhibit 1 to be applicable
5 to Mr. Baxter's claim as far as an offset; is that correct?

6 A. That is correct.

7 Q. Had you handled any other claims previous to Mr.
8 Baxter's claim where you applied the same offset provision
9 to any of the -- any other claim that you handled?

10 A. Yes.

11 Q. And how often or how many times in your experience
12 prior to handling Mr. Baxter's claim had you done that?

13 A. I don't recall.

14 Q. Would it be more than five?

15 A. No.

16 Q. In any other claims that you handled prior to
17 handling Mr. Baxter's claim, was the determination that
18 paragraph 9 of Exhibit 1 was applicable ever reversed or
19 rescinded by anyone at Sun Life?

20 A. Not that I recall.

21 Q. In any prior claim that you handled prior to Mr.
22 Baxter's claim, had you applied paragraph 9 to -- to a
23 claim that involved personal injury other than in the
24 context of workers' compensation?

1 A. No.

2 Q. Have you ever had occasion to look at offset
3 provisions used by other group disability insurance
4 companies?

5 A. Yes.

6 Q. Which companies?

7 A. I don't recall.

8 Q. Have you ever looked at UNUM's?

9 A. I don't recall.

10 (Exhibit 2, document headed
11 "Amendment No. 6," marked.)

12 Q. Could you take a look at Exhibit 2, please. I'm
13 going to represent to you that Exhibit 2 is taken from a
14 UNUM policy, and I'm going to ask you to look at the third
15 page of Exhibit 2, the paragraph numbered 7.

16 MR. SCHMIDTKE: Mark, I'm going to
17 step in here a minute. Judge Dow's order
18 gave you leave to proceed with a deposition
19 that was, and I quote, "narrowly tailored
20 to -- or tailored solely to the issue of
21 structural conflict of interest and its
22 effect on the decision in this case."

23 Where are we going with a policy
24 provision from some other company? And how

1 does that relate to the structural conflict
2 of interest?

3 MR. DeBOFSKY: Because I think it
4 relates to -- it relates to what --

5 THE WITNESS: You're cutting out.

6 MR. DeBOFSKY: I know it.

7 MR. SCHMIDTKE: I'm sorry, Mark, the
8 reception's cutting a little bit. Could
9 you try again?

10 MR. DeBOFSKY: Sure. It relates to
11 the issue of the offset being taken to a
12 personal injury settlement that did not
13 denominate specific sums for lost wages and
14 other categories of damages.

15 I'm not going to really exhaust this
16 topic. I have maybe two questions on it.

17 MR. SCHMIDTKE: Well, I guess I'm
18 still not clear on why UNUM's policy would
19 have anything to do with this. Mr. Goodall
20 was not administering the claim under
21 UNUM's policy, and I'm not sure why it
22 would have anything to do with our lawsuit,
23 period.

24 But, you know, we'll let you go ahead

1 a little bit further, but I think we want
2 to keep in mind the limited nature of this
3 deposition.

4 MR. DeBOFSKY: I understand.

5 BY MR. DeBOFSKY:

6 Q. Mr. Goodall, do you recall the question that I
7 posed before?

8 A. I'm sorry, I do not.

9 MR. DeBOFSKY: Could we have it read
10 back by the court reporter, please.

11 (Record read.)

12 THE WITNESS: So there's been no
13 question in reference to this document yet.

14 Q. Have you ever seen a provision comparable to
15 paragraph 7 of Exhibit 2 previously?

16 A. I do not recall.

17 Q. Are you aware of whether Sun Life uses an offset
18 provision that is identical or near identical to paragraph
19 7 of Exhibit 2 in any of its policies?

20 A. Not that I can recall.

21 (Exhibit 3, release of all claims in
22 the matter of Ted Baxter and Kelly Baxter
23 v. Evanston Northwestern Healthcare
24 Corporation, et al, marked.)

1 Q. Can you take a look at Exhibit 3, please. Have
2 you seen Exhibit 3 prior to today?

3 A. Yes.

4 Q. Did you have a copy of Exhibit 3 at the time that
5 you were adjudicating a potential offset as to Ted Baxter's
6 claim?

7 A. Yes.

8 Q. Is there any statement in Exhibit 3 that
9 specifically denominates any of the payment identified in
10 the release as being attributable to lost wages?

11 MR. SCHMIDTKE: Well, I'm going to
12 interpose an objection to the form of the
13 question. The document is a written
14 document that speaks for itself.

15 You can answer it if you can answer
16 the question.

17 A. No. This document in and of itself does not
18 identify or discuss any lost wages that Mr. Baxter may have
19 received as a result of or in conclusion of this
20 settlement.

21 (Exhibit 4, document headed
22 "Processing Disability Claims: LTD,"
23 marked.)

24 Q. Can you turn your attention, please, to Exhibit 4.

1 Do you have that in front of you?

2 A. Yes.

3 Q. And can you tell me what this document represents?

4 A. This document is an excerpt from the Business
5 Process & Procedures Reference Guide through Sun Life
6 Financial.

7 Q. Was this document in existence at the time that
8 you were adjudicating an offset to Mr. Baxter's claim?

9 A. I do not recall.

10 Q. Is there any way to discern the date of the
11 document from the document itself?

12 A. I do not see a date reflected on the document.

13 Q. At the time that you were adjudicating a potential
14 offset as to Mr. Baxter's claim, did you consult with any
15 external document other than the policy and the release
16 documents in determining whether there was potentially an
17 offset against Mr. Baxter's benefits?

18 A. No.

19 Q. Did you give any consideration to -- strike that.
20 Did you participate in the drafting of Exhibit 4?

21 A. No.

22 Q. Do you know who drafted Exhibit 4?

23 A. No.

24 Q. You were aware that Mr. Baxter's case settled and

1 that there was no judgment; is that correct?

2 A. Yes, that is my understanding.

3 (Exhibit 5, 4/18/08 letter to Mark
4 DeBofsky from Robert Goodall, marked.)

5 Q. Can you turn your attention, please, to Exhibit 5.
6 Is Exhibit 5 a letter that you drafted?

7 A. Yes, it is.

8 Q. Other than yourself, did anyone else participate
9 in the drafting of Exhibit 5?

10 A. I do not recall.

11 Q. Did you consult with anyone with respect to the
12 contents of Exhibit 5 before it was prepared and finalized?

13 A. Yes.

14 Q. Who did you consult with?

15 A. I would have consulted with my in-house counsel at
16 the time. That would have been Jay Symonds. And that name
17 is spelled S-y-m-o-n-d-s.

18 Q. I'm not going to ask you for the content of that,
19 but did you consult with anybody else besides Mr. Symonds?

20 A. Not that I recall.

21 Q. Did you receive any input from any outside expert
22 prior to drafting Exhibit 5?

23 A. No, I did not.

24 Q. If I understand the contents of Exhibit 5, is it

1 correct that you attributed one-third of Mr. Baxter's
2 settlement to lost wages?

3 A. That is correct.

4 Q. How did you happen to choose one-third as the
5 amount attributable to lost wages?

6 A. I can't recall specifically how one-third was
7 determined other than to say that I felt it was a
8 conservative estimate based on my review of the complaint
9 documents that were provided.

10 Q. And those documents consisted of the complaint,
11 and you also saw a mediation statement, didn't you?

12 A. I don't recall the title of the documents. It
13 would have included wage statements, wage loss statements.

14 Q. Did you make any consideration of what, if any,
15 legal fees Mr. Baxter paid?

16 A. I do not recall.

17 Q. Do you know what Mr. Baxter paid in legal fees?

18 A. I don't recall the amount at this time.

19 Q. Did you ever do a calculation as to what the
20 benefit savings were as a result of offsetting Mr. Baxter's
21 medical malpractice settlement recovery?

22 A. No, I did -- I have not.

23 Q. Would it be fair to say the savings would have
24 been \$13,500 per month?

1 A. I don't believe that is correct based on page 3 of
2 this exhibit in front of me.

3 Q. Well, you determined the net benefit payable to
4 Mr. Baxter after the offset would have been \$1500 per
5 month; correct?

6 A. That is correct.

7 Q. And prior to the offset, he was receiving \$15,000
8 per month in benefits; is that correct?

9 A. No, that is not correct.

10 Q. It was 15,000 less the Social Security offset;
11 right?

12 A. Yes, sir.

13 Q. So it would have been about \$13,000 a month that
14 was reduced to \$1500 a month; right?

15 A. Correct.

16 Q. And you asserted that Mr. Baxter should pay back
17 Sun Life \$375,480 that he had already received; is that
18 correct?

19 A. That is correct.

20 Q. And with respect to future savings, benefits would
21 be payable until Mr. Baxter reached the age of 65; is that
22 correct?

23 A. I don't recall the expiry date on this claim.

24 Q. I'm sorry. Go ahead.

1 MR. SCHMIDTKE: Go ahead and finish
2 your answer.

3 A. It depends on the provisions of the policy, either
4 age 65 or Social Security, SSA retirement eligibility.

5 Q. So Mr. Baxter would have had at least 20 more
6 years of payments after April 1st, 2008; is that correct?

7 A. Yes.

8 Q. And there would have been a savings of over
9 \$11,000 per month for each of those monthly payments that
10 would have been paid into the future; correct?

11 A. Yes.

12 Q. Now, after you issued your letter, at some point
13 you retained an attorney in Indiana for an expert opinion;
14 is that right?

15 A. I don't -- I don't know. My involvement -- I was
16 not involved in the appeal process on this claim.

17 Q. Did you have any discussion with anybody involved
18 in the appeal process?

19 A. No.

20 Q. You were completely isolated from the appeal
21 process; is that right?

22 A. Yes.

23 Q. So you never had an opportunity to review the
24 appeal submission that my office made on behalf of Mr.

1 Baxter; is that right?

2 A. I did have an opportunity. I would have had an
3 opportunity to review your appeal submission, and upon
4 receipt of that request for appeal, I would have forwarded
5 the appeal request on to our appeal staff to process the
6 request.

7 Q. You felt that you yourself put into that?

8 A. You cut out. Could you repeat the question,
9 please?

10 Q. Sure. You didn't have any input once the appeal
11 request was made; is that correct?

12 A. I had no input on the appeal.

13 Q. At any time while you were involved with Mr.
14 Baxter's claim, did anyone else at Sun Life tell you how to
15 handle the claim or offer you any guidance as to how to
16 handle the offset issues with respect to the claim?

17 A. No.

18 Q. After you made the claim determination with
19 respect to the offset for the medical malpractice recovery,
20 did anyone at Sun Life make any alterations or changes in
21 the determination that you had reached?

22 A. Not that I am aware of.

23 Q. Does Sun Life have any -- strike that.

24 During the time you've been employed by Sun Life,

1 have you ever learned of any quotas or requirements with
2 respect to the amount of benefits that were expected to be
3 paid in long-term disability claims?

4 A. No.

5 Q. Now, you've been at Sun Life since approximately
6 2005, 2006?

7 A. September of 2004.

8 Q. I'm sorry. Something flashed up on my computer
9 screen. Could you repeat that?

10 A. September of 2004.

11 (Exhibit 11, 2/27/02 e-mail, marked.)

12 Q. Can you turn your attention, please, to Exhibit
13 11. Have you ever seen Exhibit 11 before?

14 A. Not that I can recall.

15 Q. I recognize that it was created before you became
16 an employee of Sun Life.

17 A. That is correct.

18 Q. But if you look right after the list of
19 recipients, there's some writing that starts, "Good
20 morning. Right now, as you may be able to tell from the
21 board."

22 Have you ever seen a white board or a blackboard
23 at Sun Life as to -- that provides information with respect
24 to claim terminations or claim savings?

1 A. No, not that I can recall.

2 Q. Have you ever heard any talk at Sun Life about
3 there being such a board at some time in the past?

4 A. No.

5 Q. Have you ever been given any guidelines at Sun
6 Life with respect to numbers of terminations that you were
7 expected to achieve?

8 A. No.

9 Q. Have you ever been given any guidelines at Sun
10 Life with respect to the amount of claim savings that you
11 were expected to achieve in any calendar period?

12 A. No.

13 Q. Have you ever received any commendation or mention
14 with respect to any amount of savings in claims payments
15 that your work has achieved at Sun Life?

16 A. No.

17 Q. Are you ever provided any information at Sun Life
18 as to the claims department's financial goals?

19 A. No.

20 Q. Are you ever provided any information with respect
21 to the company's financial performance?

22 A. Yes.

23 Q. How is that information conveyed?

24 A. Through company meetings.

1 Q. How frequently are those meetings held?

2 A. At least annually.

3 Q. And can you tell me what kind of information is
4 conveyed at those meetings?

5 A. Company performance, industry performance,
6 comparison to the industry.

7 Q. Do you own any stock in Sun Life?

8 A. I believe some of my 401(k) portfolio is -- a
9 percentage of it is in Sun Life Financial.

10 Q. Outside of your 401(k), do you have any
11 investments in Sun Life Financial?

12 A. No.

13 Q. Do you ever receive any stock options in Sun Life
14 Financial?

15 A. No.

16 Q. Are you ever given any departmental goals with
17 respect to financial performance?

18 A. No.

19 Q. Is your claims unit ever compared to other
20 comparable claims units within Sun Life as far as your
21 financial performance?

22 A. No.

23 Q. Are you aware of any other claims consultants such
24 as yourself who have been terminated on account of making

1 inaccurate claims decisions?

2 A. No.

3 Q. Are you aware of -- strike that.

4 Is there any type of a mechanism in place at Sun
5 Life to either reward your accuracy in making claim
6 determinations or to punish inaccuracy?

7 A. Could you rephrase the question?

8 Q. I'll try.

9 Is there any type of policy that you're subject to
10 that would either reward you for your claim accuracy or
11 punish you in some respect if you were found to have been
12 inaccurate in making claim decisions?

13 A. Yes.

14 Q. And can you tell me what that policy consists of?

15 A. I don't know of a policy as a document within Sun
16 Life. However, what I understand that you're referencing
17 would be applicable to our audit system, and if we are not
18 accurate in our claim administration, it would reflect in
19 our audits. As such, we may not be rated as high on our
20 annual performance.

21 Q. Do you receive copies of -- we had that break-up.

22 Do you have copies of the audit reports that are
23 done with respect to your work?

24 A. Yes.

1 Q. With what frequency?

2 A. Once a quarter.

3 Q. Do the audit reports discuss individual claims or
4 do they look at your performance in the aggregate?

5 A. Individual claims.

6 Q. Do the audit reports reflect the value of the
7 claims as far as the monthly benefits?

8 A. No.

9 Q. Do the audit reports reflect claim reserves?

10 A. No. Can I strike that last? I don't recall.

11 Q. Sure. Have you ever received an audit report that
12 has documented any claim savings that you've achieved?

13 A. No.

14 Q. Have you ever received an audit report that
15 documents possible claim overpayment as a result of your
16 work?

17 A. No.

18 Q. During your entire tenure at Sun Life, has anyone
19 ever told you that you needed either to terminate or reduce
20 the payments on any number of claims?

21 A. No.

22 Q. During your entire employment at Sun Life, has
23 anyone told you that the claims department needs to
24 terminate more claims or reduce the claim payment?

1 A. No.

2 Q. If you were to handle the offset issues with
3 respect to Mr. Baxter's claim again, as if you had never
4 looked at it before, sitting here today, would you make the
5 same decision?

6 A. Yes.

7 MR. DeBOFSKY: I just need to check
8 my notes. I think we're done.

9 MR. SCHMIDTKE: Thanks, Mark.

10 MR. DeBOFSKY: Hold on a second. I'm
11 just going to put it on mute.

12 MR. SCHMIDTKE: Okay.

13 (Recess: 2:57 p.m. to 2:57 p.m.)

14 MR. DeBOFSKY: I think we're all set.
15 I appreciate your time, Mr. Goodall.

16 THE WITNESS: Thank you, sir.

17 MR. SCHMIDTKE: Mark, could you give
18 me a minute to pow-wow with Katy, and then
19 we'll be right back.

20 MR. DeBOFSKY: Sure thing.

21 (Recess: 2:57 p.m. to 3:00 p.m.)

22 MR. SCHMIDTKE: Mark, we don't have
23 anything. I'm going to have Mr. Goodall
24 read the transcript.

1 So, Mr. Court Reporter, when you have
2 it transcribed, you can send me an e-mail
3 and just send it to me, and I'll get it to
4 Mr. Goodall, and he'll review it and then
5 we'll get any changes to you. And we
6 should be all set.

7 MR. DeBOFSKY: Good.

8 (Deposition concluded: 3:00 p.m.)
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

ERRATA SHEET DISTRIBUTION INFORMATION
DEPONENT'S ERRATA & SIGNATURE INSTRUCTIONS

ERRATA SHEET DISTRIBUTION INFORMATION

The original of the Errata Sheet has been delivered to Mark E. Schmidtke, Esquire.

When the Errata Sheet has been completed by the deponent and signed, a copy thereof should be delivered to each party of record and the ORIGINAL forwarded to Mark D. DeBofsky, Esquire, to whom the original deposition transcript was delivered.

INSTRUCTIONS TO DEPONENT

After reading this volume of your deposition, please indicate any corrections or changes to your testimony and the reasons therefor on the Errata Sheet supplied to you and sign it. DO NOT make marks or notations on the transcript volume itself. Add additional sheets if necessary. Please refer to the above instructions for Errata Sheet distribution information.

1 PLEASE ATTACH TO THE DEPOSITION OF OTIS ROBERT GOODALL
 2 CASE: TED BAXTER VS. SUN LIFE ASSURANCE COMPANY OF CANADA
 3 DATE TAKEN: AUGUST 5, 2010

4 ERRATA SHEET

5 Please refer to Page 37 for Errata Sheet instructions and
 6 distribution instructions.

7 PAGE LINE CHANGE REASON

8			
9			
10			
11			
12			
13			
14			

15 I have read the foregoing transcript of my
 16 deposition, and except for any corrections or changes noted
 17 above, I hereby subscribe to the transcript as an accurate
 18 record of the statements made by me.

19

20 Executed this _____ day of _____, 2010.

21

22

 OTIS ROBERT GOODALL

23

24

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

COMMONWEALTH OF MASSACHUSETTS SUFFOLK, SS.

I, JAMES A. SCALLY, RMR, CRR, a Certified Shorthand Reporter and Notary Public duly commissioned and qualified in and for the Commonwealth of Massachusetts, do hereby certify that there came before me on the 5th day of August, 2010, at 1:59 p.m., the person hereinbefore named, OTIS ROBERT GOODALL, who provided satisfactory evidence of identification as prescribed by Executive Order 455 (03-13) issued by the Governor of the Commonwealth of Massachusetts, was by me duly sworn to testify to the truth and nothing but the truth of his knowledge concerning the matters in controversy in this cause; that he was thereupon examined upon his oath, and his examination reduced to typewriting under my direction; and that this is a true record of the testimony given by the witness to the best of my ability.

I further certify that I am neither attorney or counsel for, nor related to or employed by, any of the parties to the action in which this deposition is taken, and further, that I am not a relative or employee of any attorney or counsel employed by the parties hereto or financially interested in the action.

My Commission Expires: April 23, 2015

James A. Scally, RMR, CRR
CSR/Notary Public

	16:24	administer (1) 8:21	asserted (1) 27:16
\$	4	administering (1) 21:20	assigned (4) 13:7,8,9;15:4
\$11,000 (1) 28:9	4 (4) 23:21,24;24:20,22	administration (2) 7:21;33:18	assignment (1) 15:11
\$13,000 (1) 27:13	4/18/08 (1) 25:3	administrators (1) 10:15	assist (1) 12:16
\$13,500 (1) 26:24	401k (2) 32:8,10	age (2) 27:21;28:4	assume (2) 7:5;8:4
\$15,000 (1) 27:7		aggregate (1) 34:4	attention (4) 18:8;23:24;25:5;30:12
\$1500 (2) 27:4,14	5	agree (1) 16:21	attorney (1) 28:13
\$375,480 (1) 27:17	5 (7) 25:3,5,6,9,12,22,24	ahead (4) 13:9;21:24;27:24;28:1	attributable (2) 23:10;26:5
1	50 (1) 15:9	al (1) 22:24	attributed (1) 26:1
1 (7) 16:3,10,14,24;18:9;19:4,18	6	allow (1) 17:13	audit (13) 11:1,4,8,10,12,15;33:17,22;34:3,6,9,11,14
11 (3) 30:11,13,13	6 (1) 20:11	alterations (1) 29:20	audited (1) 11:6
15 (2) 6:6,13	60 (1) 15:9	Amendment (1) 20:11	audits (1) 33:19
15,000 (1) 27:10	65 (2) 27:21;28:4	amount (5) 26:5,18;30:2;31:10,14	audit's (1) 11:15
1965 (1) 6:2	7	analysts (2) 8:22,22	aware (10) 4:10;11:22;12:1;18:10,12;22:17;24:24;29:22;32:23;33:3
1988 (1) 7:12	7 (3) 20:15;22:15,19	and/or (1) 13:1	
1f (2) 17:7,9	7th (1) 6:2	annual (1) 33:20	B
1st (1) 28:6	9	Annually (2) 12:22;32:2	back (8) 5:21;9:4;10:5;18:8,15;22:10;27:16;35:19
2	9 (6) 16:23;18:8,24;19:4,18,22	answer (6) 5:5;6:23;18:22;23:15,15;28:2	background (2) 5:24;7:10
2 (7) 18:8;20:10,12,13,15;22:15,19	A	anybody (4) 9:2;14:12;25:19;28:17	based (4) 10:14;11:1;26:8;27:1
2/27/02 (1) 30:11	Abilene (1) 7:11	appeal (10) 28:16,18,20,24;29:3,4,5,5,10,12	basis (1) 17:8
2:57 (3) 35:13,13,21	able (2) 9:21;30:20	applicable (10) 15:22;17:3,9,16,19;18:4,17;19:4,18;33:17	Baxter (12) 5:18;16:16;22:22,22;23:18;26:15,17;27:4,16,21;28:5;29:1
20 (1) 28:5	access (2) 13:21,22	applied (4) 16:22;18:1;19:8,22	Baxter's (37) 5:23;10:3,5;12:18;13:1,5,18,20,24;14:7,8,11;15:4,10,16,22;16:19,23;17:4,9;18:5,14;19:3,5,8,12,17,22;23:5;24:8,14,17,24;26:1,20;29:14;35:3
2004 (2) 30:7,10	account (2) 9:23;32:24	apply (2) 16:19;17:12	BBA (3) 7:11,13,17
2005 (1) 30:6	accuracy (4) 11:20,24;33:5,10	appraisal (2) 12:23;13:1	behalf (1) 28:24
2006 (1) 30:6	accurate (2) 11:16;33:18	appreciate (1) 35:15	believe (4) 11:13;13:8;27:1;32:8
2008 (1) 28:6	achieve (2) 31:7,11	appropriate (2) 7:5;11:2	belonging (1) 16:17
3	achieved (2) 31:15;34:12	approximately (5) 6:5,6;9:10;15:5;30:5	belt (1)
3 (6) 22:21;23:1,2,4,8;27:1	adjudicate (2) 8:21;15:12	April (2) 6:2;28:6	
3:00 (2) 35:21;36:8	adjudicated (2) 18:18;19:3	area (1) 9:14	
38 (1)	adjudicating (3) 23:5;24:8,13	areas (1) 10:24	

6:14 Benefit (4) 16:11;17:10;26:20;27:3 Benefits (6) 16:12;24:17;27:8,20; 30:2;34:7 beyond (1) 12:15 birth (1) 6:1 bit (5) 5:24;7:9;10:6;21:8;22:1 blackboard (1) 30:22 board (4) 10:15;30:21,22;31:3 bonus (4) 10:13,17,21;12:2 bonuses (1) 10:9 Brasier (4) 13:10,11,17;15:11 break (2) 6:21,24 break-up (1) 33:21 brief (1) 8:1 Business (1) 24:4	Christian (1) 7:12 circle (1) 10:5 claim (70) 5:23;8:18,20,22;10:3,5; 11:3,13,16,21,24;12:18; 13:1,2,5,7,8,11,14,18,21,21, 24;14:7,9,11,14,20;15:1,5, 10,12,13,16,22;17:4,9; 18:15,18;19:4,5,8,9,12,17, 21,22,23;21:20;23:6;24:8, 14;27:23;28:16;29:14,15, 16,18;30:24,24;31:10;33:5, 10,12,18;34:9,12,15,24; 35:3 claimant (1) 9:22 claims (23) 8:22;9:1,8,21;15:5,7; 19:7,16;22:21;23:22;30:3; 31:14,18;32:19,20,23;33:1; 34:3,5,7,20,23,24 classification (1) 12:8 clear (2) 7:3;21:18 clearly (1) 5:10 come (2) 13:7;15:21 commendation (3) 11:23;12:17;31:13 commendations (1) 12:10 companies (2) 20:4,6 company (6) 10:16,22;12:4;20:24; 31:24;32:5 company's (1) 31:21 comparable (2) 22:14;32:20 compared (1) 32:19 comparison (1) 32:6 compensation (9) 10:8,9,10,13,18,21;12:3; 17:13;19:24 Compiled (2) 17:24;18:4 complaint (2) 26:8,10 completely (1) 28:20 complying (1) 11:1 computer (1) 30:8 conclude (1) 17:18	concluded (1) 36:8 conclusion (1) 23:19 confirm (1) 4:2 conflict (2) 20:21;21:1 Connor (1) 14:21 conservative (1) 26:8 consideration (3) 6:22;24:19;26:14 considered (2) 11:11;15:2 consisted (1) 26:10 consists (1) 33:14 consult (6) 14:12,16;24:14;25:11,14, 19 consultant (3) 8:18,20;13:14 consultants (1) 32:23 consulted (2) 14:17;25:15 contained (1) 11:13 content (1) 25:18 contents (2) 25:12,24 context (1) 19:24 contexts (1) 6:9 contract (2) 8:2;18:24 convenience (1) 4:4 conveyed (2) 31:23;32:4 copies (2) 33:21,22 copy (3) 16:3,4;23:4 Corporation (1) 22:24 correct (20) 8:9;15:1;19:5,6;25:1; 26:1,3;27:1,5,6,8,9,15,18, 19,22;28:6,10;29:11;30:17 correctly (1) 18:16 couldn't (1) 5:10 counsel (1) 25:15 couple (1) 7:18	course (3) 11:19;14:11,13 courses (1) 7:18 coursework (1) 7:16 court (7) 4:6,12;5:9;6:15;16:1; 22:10;36:1 coverage (1) 9:16 created (1) 30:15 criteria (2) 10:12,17 criticism (1) 11:20 current (2) 7:22;8:9 cut (1) 29:8 cutting (2) 21:5,8
C			D
calculation (1) 26:19 calendar (1) 31:11 called (1) 8:17 camera (1) 5:12 can't (1) 26:6 capacity (1) 9:7 captured (1) 18:16 case (3) 5:18;20:22;24:24 categories (1) 21:14 certain (1) 12:16 certainty (1) 16:19 certifications (1) 8:6 changes (2) 29:20;36:5 check (2) 5:13;35:7 choose (1) 26:4			damages (1) 21:14 date (5) 6:1;13:6;24:10,12;27:23 Deb (1) 14:20 DeBOFSKY (21) 4:8,12,18;5:8,16;16:1,9, 13;19:1;21:3,6,10;22:4,5,9; 25:4;35:7,10,14,20;36:7 decision (3) 10:14;20:22;35:5 decisions (3) 11:17;33:1,12 deem (1) 17:3 deemed (2) 18:17;19:4 degree (3) 7:14,16,17 degrees (1) 7:13 denominate (1) 21:13 denominates (1) 23:9 department (1) 34:23 departmental (1) 32:16 department's (1) 31:18 depends (1) 28:3 deposition (6) 4:2;5:17;6:3;20:18;22:3; 36:8

<p>depositions (2) 6:10,13</p> <p>determination (4) 10:14;19:17;29:18,21</p> <p>determinations (3) 11:21,24;33:6</p> <p>determine (2) 11:16;17:23</p> <p>determined (3) 15:15;26:7;27:3</p> <p>determining (3) 17:8;18:5;24:16</p> <p>didn't (2) 26:11;29:10</p> <p>difference (1) 14:7</p> <p>direct (1) 5:5</p> <p>direction (1) 5:12</p> <p>directly (1) 9:2</p> <p>directors (1) 10:15</p> <p>disability (8) 8:21;9:12,16;16:12,15; 20:3;23:22;30:3</p> <p>disabled (1) 9:22</p> <p>discern (1) 24:10</p> <p>discovered (1) 15:24</p> <p>discuss (2) 23:18;34:3</p> <p>discussion (1) 28:17</p> <p>document (15) 16:10;20:10;22:13; 23:13,14,17,21;24:3,4,7,11, 11,12,15;33:15</p> <p>documentation (1) 11:2</p> <p>documented (1) 34:12</p> <p>documents (5) 24:16;26:9,10,12;34:15</p> <p>dollars (1) 14:4</p> <p>don't (19) 12:5;15:6,20;16:5;18:21, 22,22;19:13;20:7,9;26:12, 18;27:1,23;28:15,15;33:15; 34:10;35:22</p> <p>Dow's (1) 20:17</p> <p>drafted (2) 24:22;25:6</p> <p>drafting (3) 24:20;25:9,22</p> <p>driver's (1) 5:3</p> <p>duly (1)</p>	<p>5:3</p> <p>duties (1) 8:19</p> <hr/> <p style="text-align: center;">E</p> <hr/> <p>earned (2) 7:11,17</p> <p>easy (1) 4:15</p> <p>education (2) 7:23;9:18</p> <p>educational (1) 7:10</p> <p>effect (1) 20:22</p> <p>either (6) 7:3,4;28:3;33:5,10;34:19</p> <p>eleven (1) 8:13</p> <p>eligibility (1) 28:4</p> <p>eligible (1) 10:18</p> <p>else's (1) 9:23</p> <p>e-mail (2) 30:11;36:2</p> <p>employed (2) 9:6;29:24</p> <p>employee (2) 8:12;30:16</p> <p>employer (1) 8:9</p> <p>employers (1) 6:11</p> <p>employment (2) 9:5;34:22</p> <p>engaged (1) 14:8</p> <p>entire (3) 8:15;34:18,22</p> <p>entitle (1) 10:20</p> <p>ERISA (1) 11:2</p> <p>estimate (2) 9:21;26:8</p> <p>et (1) 22:24</p> <p>evaluated (2) 10:24;12:20</p> <p>Evans (1) 14:23</p> <p>Evanston (1) 22:23</p> <p>examined (1) 5:4</p> <p>excerpt (1) 24:4</p> <p>excess (1) 14:4</p> <p>exhaust (1)</p>	<p>21:15</p> <p>Exhibit (33) 16:3,10,14,24;18:9;19:4, 18;20:10,12,13,15;22:15, 19,21;23:1,2,4,8,21,24; 24:20,22;25:3,5,6,9,12,22, 24;27:2;30:11,12,13</p> <p>exhibits (2) 16:2,5</p> <p>existence (1) 24:7</p> <p>expected (3) 30:2;31:7,11</p> <p>experience (1) 19:11</p> <p>expert (2) 25:21;28:13</p> <p>expiry (1) 27:23</p> <p>external (1) 24:15</p> <p>extra (1) 16:4</p> <hr/> <p style="text-align: center;">F</p> <hr/> <p>factor (1) 12:3</p> <p>factors (2) 10:20,22</p> <p>fair (1) 26:23</p> <p>far (5) 9:4;14:7;19:5;32:20;34:7</p> <p>fees (2) 26:15,17</p> <p>felt (2) 26:7;29:7</p> <p>field (2) 7:20;8:6</p> <p>file (1) 11:14</p> <p>files (1) 11:3</p> <p>finalized (1) 25:12</p> <p>Financial (8) 24:6;31:18,21;32:9,11, 14,17,21</p> <p>fine (1) 6:22</p> <p>finish (1) 28:1</p> <p>first (3) 5:24;13:4;18:17</p> <p>Five (2) 8:13;19:14</p> <p>flashed (1) 30:8</p> <p>follow (1) 14:13</p> <p>follows (1) 5:5</p>	<p>form (2) 18:20;23:12</p> <p>forwarded (1) 29:4</p> <p>found (1) 33:11</p> <p>frequency (1) 34:1</p> <p>frequently (2) 12:20;32:1</p> <p>front (2) 24:1;27:2</p> <p>further (1) 22:1</p> <p>future (2) 27:20;28:10</p> <hr/> <p style="text-align: center;">G</p> <hr/> <p>give (6) 6:1;7:9;9:21;10:1;24:19; 35:17</p> <p>given (6) 6:3,9;15:8;31:5,9;32:16</p> <p>go (8) 4:16;8:1;9:4;13:9;18:15; 21:24;27:24;28:1</p> <p>goals (2) 31:18;32:16</p> <p>going (18) 4:13,17;5:20;6:18;7:5; 9:4;12:15;16:14;18:19; 20:13,14,16,23;21:15; 23:11;25:18;35:11,23</p> <p>good (4) 6:14,19;30:19;36:7</p> <p>GOODALL (9) 5:1,9,17;21:19;22:6; 25:4;35:15,23;36:4</p> <p>graduated (1) 7:19</p> <p>group (2) 16:15;20:3</p> <p>guess (1) 21:17</p> <p>guidance (1) 29:15</p> <p>Guide (1) 24:5</p> <p>guidelines (3) 11:2;31:5,9</p> <hr/> <p style="text-align: center;">H</p> <hr/> <p>handle (4) 15:7;29:15,16;35:2</p> <p>handled (4) 19:7,9,16,21</p> <p>handling (6) 13:1;14:8,11;15:5;19:12, 17</p> <p>happen (1) 26:4</p>
--	---	---	--

<p>head (1) 6:17 headed (3) 16:10;20:10;23:21 Healthcare (1) 22:23 hear (3) 5:10,14,15 heard (2) 7:6;31:2 held (1) 32:1 he'll (1) 36:4 high (2) 7:10;33:19 hold (3) 8:6;14:24;35:10 hospital (1) 7:21</p>	<p>9:16;12:3;14:19;15:15; 34:3,5 individuals (1) 14:24 industry (2) 32:5,6 information (8) 11:11,13;15:24;30:23; 31:17,20,23;32:3 in-house (2) 8:4;25:15 injuries (1) 17:14 injury (2) 19:23;21:12 input (3) 25:21;29:10,12 insurance (5) 6:12;8:7;9:12,14;20:3 insured (1) 16:16 interest (2) 20:21;21:2 internal (1) 12:7 interpose (1) 23:12 interrogatories (1) 5:6 investigate (1) 17:15 investments (1) 32:11 involve (1) 9:11 involved (7) 6:7;12:13;13:4;19:23; 28:16,17;29:13 involvement (1) 28:15 isolated (1) 28:20 issue (4) 15:18;18:5;20:20;21:11 issued (1) 28:12 issues (2) 29:16;35:2 it's (1) 18:10 IV (1) 16:11 I've (4) 7:3,4;12:14;16:7</p>	<p>joining (1) 9:5 Judge (1) 20:17 judgment (1) 25:1 junior (1) 8:22</p>	<p>long-term (4) 8:21;9:11;16:15;30:3 look (7) 5:12;20:2,12,14;23:1; 30:18;34:4 looked (2) 20:8;35:4 looking (1) 5:9 loss (1) 26:13 lost (5) 21:13;23:10,18;26:2,5 loud (1) 6:16</p>
I		K	M
<p>I'd (1) 10:7 idea (1) 15:21 identical (2) 22:18,18 identified (2) 5:2;23:9 identify (1) 23:18 I'll (4) 6:17;7:4;33:8;36:3 Illinois (3) 17:13,24;18:3 I'm (26) 4:10;6:13;7:5;9:4;11:1; 12:1;13:9;15:2;16:14; 17:15;18:12,19;20:12,14, 16;21:7,15,17,21;22:8; 23:11;25:18;27:24;30:8; 35:10,23 important (1) 7:2 inaccuracy (1) 33:6 inaccurate (2) 33:1,12 incentive (5) 10:9,13,18,21;12:2 include (2) 10:9,22 included (1) 26:13 Income (2) 16:12;17:10 inconvenience (1) 5:21 Indiana (1) 28:13 Individual (6)</p>	<p>interest (2) 20:21;21:2 internal (1) 12:7 interpose (1) 23:12 interrogatories (1) 5:6 investigate (1) 17:15 investments (1) 32:11 involve (1) 9:11 involved (7) 6:7;12:13;13:4;19:23; 28:16,17;29:13 involvement (1) 28:15 isolated (1) 28:20 issue (4) 15:18;18:5;20:20;21:11 issued (1) 28:12 issues (2) 29:16;35:2 it's (1) 18:10 IV (1) 16:11 I've (4) 7:3,4;12:14;16:7</p>	L	<p>making (4) 11:16;32:24;33:5,12 malpractice (6) 17:21;18:1,4,6;26:21; 29:19 management (4) 7:11;10:15;15:3,3 manager (6) 9:1,8;12:15;13:11;14:17; 15:1 Mark (9) 16:5,7;18:24;20:16;21:7; 25:3;35:9,17,22 marked (6) 16:12;20:11;22:24; 23:23;25:4;30:11 matter (1) 22:22 matters (1) 6:12 meaning (1) 7:3 mechanism (1) 33:4 mediation (1) 26:11 medical (7) 17:11,21;18:1,4,6;26:21; 29:19 meetings (3) 31:24;32:1,4 mention (2) 12:24;31:13 mentor (1) 8:22 Michael (1) 14:23 million (1) 14:4 mind (1) 22:2 minute (2) 20:17;35:18 modified (2) 18:10,13</p>
J		<p>language (1) 8:3 large (1) 12:3 law (3) 17:12,16,20 laws (1) 17:21 lawsuit (1) 21:22 learned (1) 30:1 leave (1) 20:18 legal (2) 26:15,17 letter (3) 25:3,6;28:12 level (1) 10:15 license (1) 5:3 Life (43) 5:19;6:7;7:24;8:1,10,12, 14,20;9:5,20;10:8;11:19; 12:6,11,21,24;14:12;18:9; 19:19;22:17;24:5;27:17; 29:14,20,23,24;30:5,16,23; 31:2,6,10,15,17;32:7,9,11, 13,20;33:5,16;34:18,22 limited (2) 7:18;22:2 list (1) 30:18 little (5) 5:24;7:9;10:6;21:8;22:1 long (4) 8:12;9:9;15:18;16:11</p>	

<p>month (6) 26:24;27:5,8,13,14;28:9</p> <p>monthly (2) 28:9;34:7</p> <p>months (1) 8:13</p> <p>morning (1) 30:20</p> <p>mute (1) 35:11</p>	<p>28:24</p> <p>official (2) 4:5,5</p> <p>offset (21) 15:19,22;16:22,23;17:3; 18:6;19:5,8;20:2;21:11; 22:17;23:5;24:8,14,17; 27:4,7,10;29:16,19;35:2</p> <p>offsets (1) 18:15</p> <p>offsetting (1) 26:20</p> <p>Okay (6) 4:11;5:11;6:13,24;16:9; 35:12</p> <p>once (2) 29:10;34:2</p> <p>ones (1) 17:6</p> <p>one-third (3) 26:1,4,6</p> <p>opinion (1) 28:13</p> <p>opportunity (3) 28:23;29:2,3</p> <p>options (1) 32:13</p> <p>order (1) 20:17</p> <p>OTIS (1) 5:1</p> <p>outside (2) 25:21;32:10</p> <p>overpayment (1) 34:15</p>	<p>pending (1) 6:23</p> <p>percentage (1) 32:9</p> <p>perfectly (1) 5:15</p> <p>performance (15) 10:22,23,24;12:4,4,20,23, 24;31:21;32:5,5,17,21; 33:20;34:4</p> <p>performing (2) 11:12;12:15</p> <p>performs (1) 11:8</p> <p>period (2) 21:23;31:11</p> <p>personal (2) 19:23;21:12</p> <p>personally (1) 18:2</p> <p>personnel (1) 15:3</p> <p>place (1) 33:4</p> <p>planned (1) 14:13</p> <p>please (8) 10:1;20:12;22:10;23:1, 24;25:5;29:9;30:12</p> <p>pm (5) 35:13,13,21,21;36:8</p> <p>point (1) 28:12</p> <p>policies (3) 8:2;18:10;22:19</p> <p>policy (13) 16:16,17,20,23;20:14,23; 21:18,21;24:15;28:3;33:9, 14,15</p> <p>portfolio (1) 32:8</p> <p>posed (1) 22:7</p> <p>position (5) 7:22;8:14,17;12:7;13:13</p> <p>possible (1) 34:15</p> <p>post (1) 7:10</p> <p>potential (3) 15:18;23:5;24:13</p> <p>potentially (2) 17:12;24:16</p> <p>pow-wow (1) 35:18</p> <p>praise (1) 11:23</p> <p>prepared (1) 25:12</p> <p>preserve (1) 4:9</p> <p>pretty (1) 6:14</p>	<p>previous (2) 6:11;19:7</p> <p>previously (1) 22:15</p> <p>prior (9) 9:5;18:23;19:12,16,21, 21;23:2;25:22;27:7</p> <p>probably (2) 6:17;7:2</p> <p>procedures (2) 14:8;24:5</p> <p>proceed (1) 20:18</p> <p>Process (5) 24:5;28:16,18,21;29:5</p> <p>Processing (1) 23:22</p> <p>production (1) 5:2</p> <p>promotion (1) 12:7</p> <p>provided (3) 26:9;31:17,20</p> <p>providers (1) 17:11</p> <p>provides (1) 30:23</p> <p>provision (12) 16:21,23;17:2,3,24;18:3, 9,17;19:8;20:24;22:14,18</p> <p>Provisions (3) 16:11;20:3;28:3</p> <p>Public (1) 5:4</p> <p>punish (2) 33:6,11</p> <p>purpose (1) 11:15</p> <p>put (2) 29:7;35:11</p>
N			
<p>name (1) 25:16</p> <p>narrowly (1) 20:19</p> <p>nature (2) 11:3;22:2</p> <p>near (1) 22:18</p> <p>need (1) 35:7</p> <p>needed (1) 34:19</p> <p>needs (1) 34:23</p> <p>negligence (1) 9:23</p> <p>net (1) 27:3</p> <p>never (2) 28:23;35:3</p> <p>Northwestern (1) 22:23</p> <p>Notary (1) 5:4</p> <p>notes (1) 35:8</p> <p>notice (1) 12:14</p> <p>number (4) 9:21;10:1;18:8;34:20</p> <p>numbered (2) 16:23;20:15</p> <p>numbers (1) 31:6</p>			
O			
<p>object (1) 18:20</p> <p>objection (1) 23:12</p> <p>obtain (1) 16:3</p> <p>occasion (1) 20:2</p> <p>occasions (1) 6:5</p> <p>offer (1) 29:15</p> <p>office (1)</p>	<p>part (3) 4:4;11:15,15</p> <p>participate (2) 24:20;25:8</p> <p>party's (1) 9:23</p> <p>pay (1) 27:16</p> <p>payable (3) 15:16;27:3,21</p> <p>payment (2) 23:9;34:24</p> <p>payments (4) 28:6,9;31:14;34:20</p>		
	P		
	<p>page (6) 6:15;16:24,24;18:8; 20:15;27:1</p> <p>pages (3) 16:15,17,18</p> <p>paid (5) 15:13;26:15,17;28:10; 30:3</p> <p>paragraph (7) 18:24;19:4,18,22;20:15; 22:15,18</p>		
		Q	
		<p>quarter (1) 34:2</p> <p>question (13) 6:23,23;7:6;16:22;18:20, 21;19:2;22:6,13;23:13,16; 29:8;33:7</p> <p>questioning (1) 18:23</p> <p>questions (3) 5:22;10:7;21:16</p> <p>quick (1) 5:20</p> <p>quotas (1) 30:1</p> <p>quote (1) 20:19</p>	
		R	
		<p>rated (1)</p>	

33:19 reached (2) 27:21;29:21 read (3) 22:9,11;35:24 ready (1) 4:16 really (1) 21:15 recall (22) 12:5;13:6;15:6,20;19:13, 20;20:7,9;22:6,16,20;24:9; 25:10,20;26:6,12,16,18; 27:23;30:14;31:1;34:10 receipt (1) 29:4 receive (7) 7:23;9:17;10:13;12:17; 25:21;32:13;33:21 received (13) 7:13;12:6,10,14,23; 15:10;17:11,14;23:19; 27:17;31:13;34:11,14 receiving (1) 27:7 reception's (1) 21:8 Recess (2) 35:13,21 recipients (1) 30:19 recognition (1) 12:11 recognize (3) 16:16,18;30:15 recollection (2) 13:23;14:3 record (5) 4:5,5;5:16;6:19;22:11 recovery (3) 18:5;26:21;29:19 reduce (2) 34:19,24 reduced (1) 27:14 reference (3) 17:10;22:13;24:5 referencing (2) 18:23;33:16 reflect (4) 5:16;33:18;34:6,9 reflected (1) 24:12 regard (1) 8:2 relate (1) 21:1 relates (3) 21:4,4,10 relation (2) 5:23;14:6 release (3) 22:21;23:10;24:15	remember (1) 18:23 repeat (3) 7:4;29:8;30:9 rephrase (3) 7:5;19:1;33:7 replaced (1) 18:11 report (5) 8:23;9:1,2;34:11,14 reporter (6) 4:6;5:10;6:15;16:1; 22:10;36:1 reporter's (1) 4:13 reports (4) 33:22;34:3,6,9 represent (2) 16:14;20:13 represents (2) 16:15;24:3 request (4) 29:4,5,6,11 requirements (1) 30:1 rescinded (1) 19:19 reserves (5) 13:21,22,23;14:4;34:9 respect (23) 7:22;9:20;12:2,18;13:15; 14:6,13;16:22;18:15;25:11; 27:20;29:16,19;30:2,23; 31:6,10,14,20;32:17;33:11, 23;35:3 responsibilities (1) 8:20 result (4) 6:11;23:19;26:20;34:15 results (2) 11:1,4 retained (1) 28:13 retirement (1) 28:4 reversed (1) 19:18 review (4) 26:8;28:23;29:3;36:4 reviewed (2) 9:22;18:14 reward (2) 33:5,10 right (10) 4:7;7:9;27:11,14;28:14, 21;29:1;30:18,20;35:19 ROBERT (3) 5:1,17;25:4 role (1) 5:23 rule (1) 7:2 rules (1)	6:14 S satisfactorily (1) 5:2 savings (8) 26:20,23;27:20;28:8; 30:24;31:10,14;34:12 saw (1) 26:11 SCHMIDTKE (14) 4:1,11,14;16:7;18:19; 20:16;21:7,17;23:11;28:1; 35:9,12,17,22 school (1) 7:10 screen (1) 30:9 second (2) 16:24;35:10 Section (1) 16:10 Security (2) 27:10;28:4 see (1) 24:12 seen (6) 10:17;18:3;22:14;23:2; 30:13,22 selected (1) 13:17 send (2) 36:2,3 senior (1) 13:14 September (2) 30:7,10 set (2) 35:14;36:6 settled (1) 24:24 settlement (5) 17:11;21:12;23:20;26:2, 21 seven (1) 9:10 shake (1) 6:16 shoulders (1) 6:17 shrug (1) 6:17 sir (3) 11:5;27:12;35:16 sitting (1) 35:4 situations (1) 12:16 sketch (1) 7:10 Skype (3) 4:3,3,9	Social (2) 27:10;28:4 software (1) 8:2 solely (1) 20:20 sorry (6) 13:9;17:15;21:7;22:8; 27:24;30:8 sound (1) 5:13 speaks (1) 23:14 specialized (2) 7:23;9:17 specific (5) 12:10;13:6;15:11;16:21; 21:13 specifically (5) 16:19;17:20;18:1;23:9; 26:6 spelled (1) 25:17 SSA (1) 28:4 staff (2) 11:9;29:5 start (1) 14:20 started (2) 13:20,24 starts (1) 30:19 state (2) 17:12,22 statement (2) 23:8;26:11 statements (2) 26:13,13 Statutes (2) 17:24;18:4 step (1) 20:17 stock (2) 32:7,13 strike (4) 24:19;29:23;33:3;34:10 structural (2) 20:21;21:1 structure (1) 10:8 subject (1) 33:9 submission (2) 28:24;29:3 subsequently (1) 14:22 suggest (1) 15:23 suit (1) 18:6 sums (1) 21:13
--	---	--	--

<p>Sun (43) 5:18;6:7;7:24;8:1,9,12, 14,20;9:5,20;10:8;11:19; 12:6,11,21,24;14:12;18:9; 19:19;22:17;24:5;27:17; 29:14,20,23,24;30:5,16,23; 31:2,5,9,15,17;32:7,9,11, 13,20;33:4,15;34:18,22</p> <p>supervise (1) 13:15</p> <p>sure (9) 6:13,15;15:2;18:15; 21:10,21;29:10;34:11; 35:20</p> <p>swear (1) 4:16</p> <p>Swiss (5) 9:6,9,11,14,18</p> <p>sworn (1) 5:3</p> <p>Symonds (2) 25:16,19</p> <p>S-y-m-o-n-d-s (1) 25:17</p> <p>system (1) 33:17</p> <p>systems (1) 8:2</p>	<p>testimony (1) 18:16</p> <p>Thank (1) 35:16</p> <p>Thanks (2) 16:8;35:9</p> <p>that's (2) 6:21;16:23</p> <p>there's (2) 22:12;30:19</p> <p>thing (1) 35:20</p> <p>things (2) 8:3;11:3</p> <p>think (7) 6:17;18:21,22;21:3;22:1; 35:8,14</p> <p>third (1) 20:14</p> <p>time (23) 6:21;7:24;9:18,18;13:20, 24;14:18;15:4,8,13;16:3; 18:14,17;19:3;23:4;24:7, 13;25:16;26:18;29:13,24; 31:3;35:15</p> <p>timelines (1) 11:2</p> <p>times (1) 19:11</p> <p>title (5) 8:23;11:8,9;14:24;26:12</p> <p>titles (1) 15:2</p> <p>today (2) 23:2;35:4</p> <p>told (2) 34:19,23</p> <p>topic (1) 21:16</p> <p>tort (1) 17:21</p> <p>training (3) 7:23;8:1;9:17</p> <p>transcribed (1) 36:2</p> <p>transcript (3) 4:6,13;35:24</p> <p>transmission (1) 4:9</p> <p>try (3) 5:20;21:9;33:8</p> <p>turn (3) 23:24;25:5;30:12</p> <p>Turning (1) 18:8</p> <p>twice (1) 12:14</p> <p>two (4) 16:15,16,18;21:16</p> <p>type (5) 10:9;11:11;12:7;33:4,9</p> <p>typically (1) 15:7</p>	<p style="text-align: center;">U</p> <p>ultimately (1) 15:15</p> <p>understand (4) 6:18;22:4;25:24;33:16</p> <p>understanding (1) 25:2</p> <p>understood (4) 6:19,20;7:6,7</p> <p>unit (1) 32:19</p> <p>units (1) 32:20</p> <p>University (1) 7:12</p> <p>UNUM (1) 20:14</p> <p>UNUM's (3) 20:8;21:18,21</p> <p>upper (1) 10:15</p> <p>uses (1) 22:17</p>	<p>written (2) 10:17;23:13</p>
<p style="text-align: center;">T</p> <p>tailored (2) 20:19,20</p> <p>take (4) 6:16,21;20:12;23:1</p> <p>taken (5) 5:18;6:24;7:16;20:13; 21:11</p> <p>talk (1) 31:2</p> <p>team (1) 11:10</p> <p>technology (1) 4:9</p> <p>Ted (9) 12:18;13:1,5,18,20,24; 14:7;22:22;23:5</p> <p>tell (12) 8:17,19,23;9:4;10:12; 12:13;13:4;24:3;29:14; 30:20;32:3;33:14</p> <p>tenure (4) 8:15;9:20;11:19;34:18</p> <p>term (2) 11:4;16:11</p> <p>terminate (2) 34:19,24</p> <p>terminated (1) 32:24</p> <p>terminations (2) 30:24;31:6</p> <p>testified (1) 5:5</p>	<p>title (5) 8:23;11:8,9;14:24;26:12</p> <p>titles (1) 15:2</p> <p>today (2) 23:2;35:4</p> <p>told (2) 34:19,23</p> <p>topic (1) 21:16</p> <p>tort (1) 17:21</p> <p>training (3) 7:23;8:1;9:17</p> <p>transcribed (1) 36:2</p> <p>transcript (3) 4:6,13;35:24</p> <p>transmission (1) 4:9</p> <p>try (3) 5:20;21:9;33:8</p> <p>turn (3) 23:24;25:5;30:12</p> <p>Turning (1) 18:8</p> <p>twice (1) 12:14</p> <p>two (4) 16:15,16,18;21:16</p> <p>type (5) 10:9;11:11;12:7;33:4,9</p> <p>typically (1) 15:7</p>	<p style="text-align: center;">V</p> <p>value (1) 34:6</p> <p>versus (2) 5:18;12:4</p> <p>video (1) 6:18</p>	<p style="text-align: center;">Y</p> <p>years (3) 8:13;9:10;28:6</p> <p>you're (7) 6:14;7:2;10:18;11:16; 21:5;33:9,16</p> <p>you've (7) 9:22;12:6,11,23;29:24; 30:5;34:12</p>
		<p style="text-align: center;">W</p> <p>wage (2) 26:13,13</p> <p>wages (5) 21:13;23:10,18;26:2,5</p> <p>want (4) 4:1;5:13;6:21;22:1</p> <p>way (2) 12:16;24:10</p> <p>We'll (4) 10:5;21:24;35:19;36:5</p> <p>we're (6) 4:2;5:20;6:15,18;35:8,14</p> <p>white (1) 30:22</p> <p>witness (4) 4:17;21:5;22:12;35:16</p> <p>work (12) 5:21;6:7;9:11,14;11:6; 12:11,17;13:17;14:6;31:15; 33:23;34:16</p> <p>workers' (1) 19:24</p> <p>working (2) 13:20,24</p> <p>writing (1) 30:19</p>	