

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF LOUISIANA

VICKI L. PINERO, individually and on)	Civil Action No. 08-03535
behalf of all others similarly situated,)	
)	Sec. R
Plaintiffs,)	JUDGE SARAH S. VANCE
)	
v.)	Mag. 3
)	MAGISTRATE JUDGE DANIEL E.
JACKSON HEWITT TAX SERVICE)	KNOWLES, III
INC.; JACKSON HEWITT INC.; and,)	
CRESCENT CITY TAX SERVICE,)	
INC. d/b/a JACKSON HEWITT TAX)	
SERVICE,)	
)	
Defendants.)	

**NOTICE OF VIDEO DEPOSITION OF
DEFENDANT JACKSON HEWITT TAX SERVICE INC.**

PLEASE TAKE NOTICE that, pursuant to Fed. R. Civ. P. 30(b)(6), plaintiff, Vicki L. Pinero, will take the video deposition of defendant, **Jackson Hewitt Tax Service Inc.** (“JHTSI”), on October 21, 2009, commencing at 9:00 A.M., to be held at the law offices of BLUE WILLIAMS, L.L.P., 3421 North Causeway Boulevard, Suite 900, Metairie, LA 70002, Telephone (504) 831-4091, before a notary public, or some officer duly authorized by law to administer oaths. Such deposition will continue until

completed. For this notice, the “Definitions” attached as Exhibit A are to be used.

This notice names as the deponent a corporation. Pursuant to Fed. R. Civ. P. 30(b)(6), JHTSI is required to identify and produce for deposition 1 or more officers, directors, managers, employees, agents, or individuals who consent to testify on its behalf and are most knowledgeable as to the following matters:

1. The structure and organization of JHTSI.
2. The formation, incorporation, and ownership of JHTSI.
3. The management of JHTSI, including the management of all JHTSI offices.
4. The relationship between JHTSI and Jackson Hewitt Inc.
5. All franchise agreements entered into with CCTSI, including all amendments and supplements thereto.
6. The protocols, policies, and procedures JHTSI requires all JH Franchisees to maintain pertaining to the safeguarding of JH Customer Information and Customer Documents.
7. The reviews and audits undertaken by JHTSI to ensure that all JH Franchisees are complying with JHTSI’s protocols, policies, and procedures pertaining to the safeguarding of JH Customer Information and Customer Documents.
8. The reviews and audits undertaken by JHTSI within the last 10 years to ensure that CCTSI is complying with JHTSI’s protocols, policies, and procedures pertaining to the safeguarding of JH Customer Information and Customer Documents.
9. All insurance claims made within the last 10 years relating to actions or omissions

by JH Franchisees.

10. All police or incident reports filed or submitted by JHTSI regarding the loss or theft of confidential information or documents.

11. JHTSI's security protocols, policies, and procedures.

12. All of JHTSI's document retention policies for the last 10 years.

13. JHTSI's protocols, policies, and procedures regarding safeguarding of JH Customer Information and Customer Documents.

14. JHTSI's employee, training, and franchisees manuals.

15. JHTSI training regarding JH Franchisee protocols, policies, and procedures for safeguarding JH Customer Information and Customer Documents.

16. JHTSI's process for maintaining, storing, and disposing of JH Customer Information and Customer Documents.

17. The process JHTSI requires all JH Franchises to follow for maintaining, storing, and disposing of JH Customer Information and Customer Documents.

18. JHI's attempt(s) to comply with the Federal Trade Commission's Safeguards Rule, 16 C.F.R. §§ 314.3-314.4, from January 1, 2005 until June 8, 2009.

19. The representations made to JH Customers and Potential Customers pertaining to the JH Privacy Policy, and JHTSI's safeguards for protecting JH Customer Information and Customer Documents.

20. All promotional or advertising materials for JHTSI, including the person(s) involved in the preparation of such materials, the date(s) such materials were prepared,

and the date(s) such materials were first dispersed.

21. The protocols, policies, and procedures JHTSI requires its vendors to undertake to safeguard JH Customer Information and Customer Documents, including all documents mandating such.

22. All investigations, reports, audits, and documents pertaining to JHTSI's protocols, policies, or procedures regarding safeguarding JH Customer Information and Customer Documents.

23. All lawsuits, customer complaints, regulatory complaints or investigations, and Better Business Bureau complaints pertaining to JHTSI's protocols, policies, or procedures regarding safeguarding JH Customer Information and Customer Documents, or alleged unlawful disclosure of such.

24. The identity of all persons you interviewed pertaining to the facts or matters at issue in the lawsuit.

25. All Joint Marketing Agreements, Cross Marketing Agreements, Program Agreements, and Technology Agreements effective any time during May 22, 1998 to the present, including all amendments, supplements, addendums, and modifications to such agreements.

26. The fees paid by JH Customers to complete their tax returns through a JH Franchisee, and the fees paid by JH Customers to purchase financial products or services a JH Franchisee offers, provides, brokers, or facilitates.

27. The identity of all JH Franchises who have violated JHTSI's protocols, policies, or

procedures regarding safeguarding JH Customer Information and Customer Documents within the last 10 years.

28. The identity of all JH Franchises who have been sanctioned, fined, or otherwise penalized by JHTSI within the last 10 years for violating JHTSI's protocols, policies, or procedures regarding safeguarding JH Customer Information and Customer Documents.

29. JHTSI's annual report, minutes, or other corporate documents pertaining to the facts or matters at issue in the lawsuit, or pertaining to alleged violations of JHTSI's protocols, policies, or procedures regarding safeguarding JH Customer Information and Customer Documents.

30. All documents produced by JHTSI.

31. The JHTSI documents being held by the Jefferson Parish Sheriff's Office.

32. The investigation undertaken by JHTSI after learning about the facts or matters at issue in the lawsuit.

33. The remedial measures undertaken by JHTSI after learning about the facts or matters at issue in the lawsuit.

34. All documents, including incident reports, investigative reports, or memoranda, pertaining to the facts or matters at issue in the lawsuit.

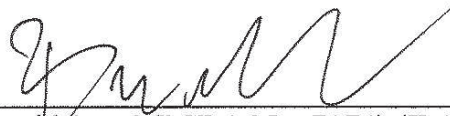
35. JHTSI's attempt(s) to provide notice to those JH Customers and Potential Customers whose documents were thrown in a dumpster and are at issue in the lawsuit.

36. All documents and defenses JHTSI may rely upon in defense of the lawsuit.

37. The facts or matters at issue in the lawsuit.

38. All press releases and public statements regarding the facts or matters at issue in the lawsuit.

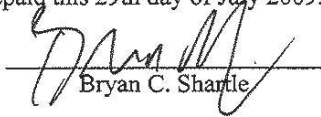
Respectfully Submitted,



David Israel (LSBA No. 7174) (T.A.)
Bryan C. Shartle (LSBA No. 27640)
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3850 N. Causeway Blvd.
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Metairie, Louisiana 70002
Telephone: (504) 828-3700
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CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing has been forwarded to all counsel of record by email; by hand; by fax; by FedEx; by placing a copy of same in the U.S. Mail, postage prepaid this 29th day of July 2009.



Bryan C. Shartle

Attorneys for Plaintiff,
Vicki L. Pinero

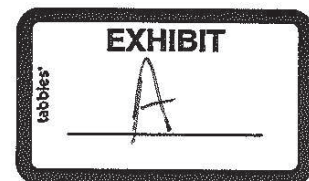
DEFINITIONS

(A) The term “person” means any individual, partnership, firm, corporation, association, joint venture, or any other business, legal entity, or institution.

(B) The term “document” means the original and all non-identical copies (whether different from the original because of additional notations or otherwise) of all written, printed, typed, recorded, electronic, or graphic matter, however produced or reproduced, in the actual or constructive possession, custody, or control of the defendant including, without limitation, all writings, drawings, graphs, charts, photographs, photographic records, sound reproduction tapes, data compilations (whether tangible or intangible from which information can be obtained or can be translated through detection devices into reasonably usable tangible form), correspondence, memoranda, data, notes, diaries, papers, letters, communications, telegrams, messages of any kind, minutes of meetings, stenographic or hand-typed and written notes, studies, estimates, reports, instructions, requests, pamphlets, brochures, applications, returns, pictures, books, journals, ledgers, corporate records, accounts, contracts, leaflets, administrative or governmental reports or returns, exhibits, maps, surveys, sketches, microfilm, xerox or any other tangible things which constitute or contain matters within the scope of Fed. R. Civ. P. 26.

(C) The terms “identify” and “describe” mean:

- (1) when used in reference to an individual: his full name, present or last known business and residence address, and his last known business affiliation and position;



- (2) when used in reference to a corporation: its full name, its state of incorporation, its date of incorporation, and its principal place of business;
- (3) when used in reference to a person other than an individual or corporation: its official name, its organizational form, and its address;
- (4) when used in reference to a document: the type of document, its date, author, addressee, title; its present location; the name and address of its custodian; and the substance of the contents thereof (in lieu of identifying any documents, copies may be furnished);
- (5) when used in reference to any communication, act, occurrence, occasion, meeting, transaction, or conduct: the event or events constituting such acts; its (their) location(s); the date and time; particular persons participating or present; and all related documents;
- (6) when used in reference to any discussion, conversation, communication, or statement: in addition to the definition of ¶ (D) (5) above, the substance of the discussion;
- (7) when used in reference to the calculation of damages: the manner in which such figure was calculated, an itemization and detailed description of each fact and incident of damage, all data and documentation supporting the figure, the person(s) so calculating those damages, and the relationship of that person or those persons to you.

(D) “Pertaining to” shall mean commenting upon, including, concerning, containing, regarding, discussing, reflecting, relating to, relevant to, used in connection with, embodying or evidencing, and should be construed in the broadest sense possible.

(E) The term “communication” shall mean any oral or written representation, promise, conversation, statement, message, or transmission of information and should be construed in the broadest sense possible.

(F) The use of the masculine gender herein includes the feminine and vice versa; the singular includes the plural and vice versa.

(G) The term “Complaint” shall mean plaintiff’s original complaint and amending and supplemental complaints, if any.

(H) “JHTSI” refers to Jackson Hewitt Tax Service Inc.

(I) “JHI” refers to Jackson Hewitt Inc.

(J) “CCTSI” refers to Crescent City Tax Service, Inc. d/b/a Jackson Hewitt Tax Service.

(K) “JH Customers” shall mean all individuals, partnerships, firms, corporations, associations, joint ventures, and any other person or legal entity to whom you provided tax or tax related services.

(L) “JH Franchisees” shall mean all individuals, partnerships, firms, corporations, associations, joint ventures, and any other person or legal entity that currently holds, or has held, a franchise license for the Jackson Hewitt brand.

(M) “JH Customer Information and Customer Documents” shall mean all

information and documents provided or supplied by a JH Customer or Potential Customer, which includes personal identifying information.

(N) “JH Privacy Policy” shall mean your policy regarding maintaining the confidentiality of JH Customer Information and Customer Documents.

(O) “JH Tax Returns” shall mean the tax returns prepared by JHI or any JH Franchisee for JH Customers.

(P) “Joint Marketing Agreement,” “Cross Marketing Agreement,” “Program Agreement,” and “Technology Agreement” shall each mean (a) any document entitled such, or including such or similar words in its title, and (b) any contract between you and another person or entity to promote, advertise, market, offer, provide, administer, arrange for, support, and/or sell (i) your products, services, resources, and/or personnel or (ii) the other person or entity’s products, services, resources, and/or personnel.

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