

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA**

**CAROLYN BAZILE, et al**

**CIVIL ACTION**

**VERSUS**

**NO. 13-5560-ILRL-SS**

**STATE FARM FIRE AND CASUALTY  
COMPANY, et al**

**ORDER**

PLAINTIFF'S MOTION TO QUASH (Rec. doc. 13)

**GRANTED IN PART AND DENIED IN PART**

The plaintiffs, Carolyn Bazile, wife of/and Anthony Bazile, sued State Farm Fire and Casualty Company ("State Farm") and another insurer for damages arising out of Hurricane Isaac. Rec. doc. 1. The plaintiffs' designated expert is Louis Rossignol. Rec. doc. 13 (Memorandum at 1). Mr. Rossignol describes himself as a public adjustor and estimator. Id. (Exhibit). State Farm sought his deposition and served him with a subpoena. Mr. Rossignol notified State Farm that he required a payment of \$1,200 in advance of his deposition as he had a minimum charge of four hours at \$300 per hour for a deposition. He also notified State Farm that he required payment of \$600 for production of his file as he had a minimum charge of two hours at \$300 per hour for production of the documents. Id. (Exhibit).

The deposition was original scheduled for February 25, 2014. Mr. Rossignol notified State Farm of his charges by February 13, 2014. Id. (Exhibit). The deposition was reset for March 27, 2014. The parties could not resolve the issue of Mr. Rossignol's fees. On March 26, 2014, the plaintiffs moved to quash. On March 26, 2014, the Court set the motion for April 2, 2014 and ordered that the deposition be delayed until after the resolution of the motion to quash.

The order was not entered in the record until March 27, 2014. Rec. doc. 15. Mr. Rossignol did not appear pursuant to the subpoena and State Farm took a pro se deposition on March 27, 2014.

The plaintiffs seek an order requiring State Farm to pay the fees sought by Mr. Rossignol before proceeding with the deposition. State Farm contends that the reasonable fee for Mr. Rossignol is \$150 per hour. It also seeks an order taxing Mr. Rossignol with the cost of the deposition for which he did not appear.

In support of their motion, the plaintiffs report that they are paying Mr. Rossignol at that rate. They also cite Haarhuis v. Kunnan Enterprises, Ltd., 177 F.3d 1007 (D.C. Cir. 1999), where a bankruptcy court approved a fee of \$300 per hour for an expert on Chinese and Taiwanese law and their relation to the law of the United States. The district court found that the bankruptcy court did not abuse its discretion. Id. at 1017. The expert possessed degrees from National Taiwan University and Harvard Law School. Id. at 1014-1015. This case has no applicability to Mr. Rossignol.

State Farm cites Cali v. Republic Fire and Casualty Company, CA 08-5010 (Roby, M.J.) (Rec. doc. 40), where the deposition fee for a construction expert was set at \$150.00 per hour and Dileo v. State Farm Fire and Casualty Company, CA 09-975 c/w 09-2153 (Africk, J.) (Rec. docs. 37 and 43[February 10, 2010]) where the deposition fee was set at \$150.00 per hour for an adjustor/estimator expert. Cali and Dileo demonstrate the reasonable fee for Mr. Rossignol. The fee will be adjusted to \$175.00 to account for modest inflation since February 2010.

State Farm shall pay Mr. Rossignol a deposition fee of \$175.00 per hour. The fee for preparation for the deposition and producing the documents is set a \$350.00. The time for the deposition will be determined by the starting and ending time of the deposition as noted by the

court reporter. State Farm shall deliver a check payable to Mr. Rossignol in payment of these fees to counsel for plaintiffs within five (5) working days of the conclusion of the deposition.

State Farm's request for taxing the costs of the pro se deposition is denied.

IT IS ORDERED that the plaintiffs' motion to quash (Rec. doc. 13) is GRANTED in PART and DENIED in PART as provided herein.

New Orleans, Louisiana, this 3<sup>rd</sup> day of April, 2014.



**SALLY SHUSHAN**  
**U.S. Magistrate Judge**