

Cross Examination at Trial Reveals the

Dirty Little Secret of Long-Term Disability Insurance Companies

This is a transcript of the testimony of **Richard S. Kaplan, MD** a physician who many insurance companies pay to review medical records in disability and worker's compensation cases. This is the cross examination in a trial in Virginia. Dr. Kaplan was paid \$10,000 for his trial testimony and preparation.

Madison National had denied the claim of a teacher who had been diagnosed with interstitial cystitis, severe chronic insomnia and neuropathic pain. Her conditions made her unable to perform her job as a teacher. (These conditions make living horrible. Google them.)

Madison denied the claim in part because it had asked Richard S. Kaplan, MD, a pain management specialist to review the medical records and try to find "objective evidence" that the plaintiff's conditions prevented her from working. Kaplan regularly reviews records for disability insurance companies and has advertised himself as a cost-containment expert for insurance companies. He was unable at trial to tell the court how much money he makes annually from medical record review work

Kaplan reported found no such evidence but at trial he testified that he never discussed the case with Lulloff, thus he did not know that the insurance company had already agreed that the claimant had been correctly diagnosed. Kaplan recommended review of the interstitial cystitis claim by a urologist (the correct specialist). Kaplan told the court that diagnosis of interstitial cystitis is a "controversial diagnosis" and he said that "whether anyone can be an expert in interstitial cystitis is 'controversial.'" Kaplan admitted that he was not an expert in chronic severe insomnia, thus his report did not comment on how the severe chronic insomnia affected her ability to make a living even though he testified at trial that restorative sleep is essential to a quality life. Madison National denied the claim anyway.

The transcript is interesting for Kaplan's view of what is and is not "objective medical evidence." Look, specifically, for his testimony about narcotic drug prescriptions and whether he believes that a failed trial of narcotic drug use for pain is NOT objective medical evidence.

Spoiler alert: look for the part in the transcript where Kaplan wonders why the case is even being litigated, based on the testimony of Madison National's claims adjuster's testimony.

You be the judge. Is there a shell game going on here? Is there some sort of moving target a claimant is expected to hit that the insurance company can't even define for itself?

Scott Lulloff's transcript is also available. A good "behind the scenes" look at what goes on when you file a disability insurance claim in Virginia.

Benjamin W. Glass, III
BenGlassLaw
3915 Old Lee Highway, 22B
Fairfax, VA
703-591-9829
BenGlassLaw.com

Author of *Robbery Without a Gun, Why Your Employer's Long-Time Disability Policy May be a Sham.*

Capital Reporting Company

E [REDACTED] ter vs. Madison National Life Insurance Company, Inc. 08-06-2014

VIRGINIA:

IN THE CIRCUIT COURT FOR THE CITY OF ALEXANDRIA

-----	:
E [REDACTED] TER	:
	:
Plaintiff,	:
	:
vs.	: Law No.
	: CL13003935
MADISON NATIONAL LIFE	:
INSURANCE COMPANY, INC.	:
	:
	:
Defendant.	:
-----	:

Alexandria, Virginia

Wednesday, August 6, 2014

Alexandria Circuit Court
520 King Street
Alexandria, Virginia 22314

Before:

Judge Alfred D. Swersky

Reported by:
Sydney Crawford
Reporter/Notary

1 A P P E A R A N C E S

2 On Behalf Of Plaintiff:

3 BENJAMIN W. GLASS, III, ESQUIRE
4 JOSE CABALLE, ESQUIRE
5 Benjamin W. Glass & Associates. P.C.
6 3915 Old Lee Highway
7 Fairfax, Virginia 22030
8 (703)591-9829
9 ben@benglasslaw.com

7

8 On Behalf of Defendant:

9 EMILY M. FEINSTEIN, ESQUIRE
10 Quarles & Brady, LLP
11 33 East Main Street
12 Suite 900
13 Madison, Wisconsin 53703
14 (608)283-2407

12

13

14 ROBERT SCULLY, ESQUIRE
15 Stites & Harbison
16 1199 Fairfax Drive
17 Suite 900
18 Alexandria, Virginia 22314
19 (703)837-3932
20 rscully@stites.com

18

19

20

21

22

1 CROSS-EXAMINATION BY COUNSEL FOR PLAINTIFF

2 BY MR. GLASS:

3 Q. To be very, very clear, the only
4 information that you gave back to what you now
5 know to be Madison National was your report;
6 correct?

7 A. That is correct in -- as of April 12th
8 -- as of April 12, 2013.

9 Q. At the claim time?

10 A. Correct.

11 Q. Right. And no one from Madison National
12 called to ask you any additional questions about
13 what was contained in your report and that's
14 correct?

15 A. That's correct.

16 Q. That's the last you've heard of the case
17 until probably more recently; right?

18 A. Correct.

19 Q. And has anyone in preparation for
20 today's testimony discussed with you the testimony
21 from yesterday about -- from Madison National?

22 A. In very brief terms.

1 Q. What did you learn?

2 A. I know there was a claims examiner who
3 testified and went over the history of the case.

4 Q. What -- what else?

5 A. I know that the patient's doctors did
6 not testify.

7 Q. Did you hear about arguments made?

8 A. No.

9 Q. And what do you remember hearing about
10 what the -- you were told about what the claims
11 examiner testified to yesterday?

12 A. My understanding is that it was factual
13 based on the review of the paperwork that was
14 there, and largely the documents were medically
15 based, which the claims examiner wasn't qualified
16 to testify about.

17 Q. How long did that discussion take, the
18 discussion about the claims examiner's testimony
19 from yesterday?

20 A. Maybe two minutes.

21 Q. And were you given any information about
22 arguments that I made or positions that I took in

1 the case?

2 A. No.

3 MR. GLASS: Your Honor, I have a motion,
4 and that is to strike Dr. Kaplan's testimony for
5 violation on the rule on the witnesses that you
6 instituted on a motion yesterday.

7 MS. FEINSTEIN: Your Honor, Dr. Kaplan was
8 not given any specific information about any
9 witness's testimony. He was basically told,
10 because previously in discussions I didn't think
11 he would get called until this afternoon, why the
12 case had progressed so quickly, and that he was
13 going to be called as our first witness this
14 morning. I mean, when we looked at the witness
15 list and when I was making my calculations as to,
16 you know, when we thought the evidence -- what
17 evidence would be presented when, my belief was
18 that he would be our last witness presented late
19 this afternoon, and instead he was our first
20 witness this morning.

21 There's certainly no evidence that he
22 was given any of the specific testimony or told

1 anything other than here's why you're going first
2 thing this morning.

3 THE COURT: I don't have enough,
4 Mr. Glass. If you want to inquire further on this
5 issue, you're free to do so. I don't have enough
6 to grant the motion.

7 MR. GLASS: Okay. I'm going to move on
8 then.

9 THE COURT: All right.

10 BY MR. GLASS:

11 Q. You testified in the beginning of your
12 testimony about your expert witness work, that is
13 your non-patient care work; right?

14 A. Yes. I would term that not on the
15 expert witness work, but more of it is what I
16 would term peer review work. Expert witness is a
17 very, very small component of what I do.

18 Q. Well, what is peer review work? What
19 are you describing for us there?

20 A. Peer review work means, for example if a
21 state workers' compensation system wants
22 physicians to approve whether another physician

1 can order an MRI on a patient or -- or for a
2 physician to approve whether narcotic medications
3 are appropriate for a given patient. These are
4 not litigated. They're more like bureaucratic.

5 Q. The litigated cases would be primarily
6 workers' compensation?

7 A. They may vary. They could be workers'
8 compensation; they could be oil injuries; they
9 could be personal injury; they can be
10 disabilities. Once in a while, they could be
11 criminal cases.

12 Q. Can you give us any estimate of, for
13 example, dollars earned for you in 2013, let's
14 just say, from those types of cases, not the peer
15 review, not your own patients, but reviewing
16 medical records to give reports or testimony?

17 A. I don't retain the information in that
18 form.

19 Q. I'm sorry?

20 A. I don't maintain the information in that
21 form.

22 Q. So there's no way to estimate how much

1 money you make from this type of work?

2 A. I'm under oath. I could certainly have
3 my accountant calculate it, but I can't make a
4 guess to that.

5 Q. Okay. Uniontown Medical Rehabilitation,
6 P.C. is one of your -- is the name of one of your
7 companies?

8 A. Yes. It's a C Corporation. Correct.

9 Q. And it has a URO/PRO division?

10 A. Correct.

11 Q. Correct?

12 A. Correct.

13 MR. GLASS: And Your Honor, I've had
14 marked as Plaintiff's Exhibit Number 22 which I
15 would like to hand to the doctor.

16 BY MR. GLASS:

17 Q. Just take a moment to look at that, if
18 you will?

19 A. Yes.

20 Q. That's you; right?

21 A. That's actually not me. It's actually a
22 division of my medical practice in which I employ

1 my staff to render peer -- peer decisions of other
2 physicians and most of the decisions are made by
3 physicians we hire, but it basically --

4 Q. It's the company you own; yes?

5 A. It's the company I own, yes, that's
6 correct.

7 Q. And this is an Internet ad for a -- a
8 number of services; correct?

9 A. I believe this is a very old Internet
10 ad. I'm not even sure it is still online, but
11 whatever it is, I think it was something that was
12 utilized, I think, six or seven years ago;
13 correct?

14 Q. And it's -- well, it's got a URL at the
15 top, rkaplan.hypermart.net. I mean, it's there;
16 right, still today?

17 A. It may be. It's actually -- that's the
18 -- technically the real URL is umrpc.com. That --
19 that may be some -- that's actually archived and
20 somehow became available in the Google spyware or
21 whatever it is. It may be available, but it's not
22 intended to be public.

1 Q. Okay.

2 MR. GLASS: Your Honor, I would move
3 Exhibit 22 into evidence.

4 MS. FEINSTEIN: No objection.

5 THE COURT: It's admitted.

6 (Plaintiff's Exhibit Number 22 was moved
7 in as evidence.)

8 MR. GLASS: I have marked Exhibit 23,
9 which I will hand up to the doctor.

10 BY MR. GLASS:

11 Q. Again, Dr. Kaplan, if you just take a
12 look at it.

13 And my question will be: Is Exhibit
14 Number 23 in the upper left-hand portion of that
15 page part of an ad in the Directory for
16 National -- for SEAK, S-E-A-K, National Directory
17 of Independent Medical Examiners.

18 A. Yes.

19 Q. Is that information you supply to that
20 directory?

21 A. Yes. The directory or Zapos -- Zapos
22 (ph) yes.

1 Q. So the information there is about number
2 of times deposed, 100 plus, number of IMEs
3 performed, that's information you or your staff
4 provided to this directory?

5 A. Correct.

6 MR. GLASS: I would offer Number 23 into
7 evidence.

8 MS. FEINSTEIN: No objection.

9 THE COURT: Submitted.

10 (Plaintiff's Exhibit Number 23 was moved
11 in as evidence.)

12 BY MR. GLASS:

13 Q. Now, in looking at this case -- first,
14 do you consider yourself an expert in interstitial
15 cystitis?

16 A. That's a difficult question
17 because interstitial cystitis is a controversial
18 diagnosis.

19 Q. Well -- I'm sorry. Go ahead. I didn't
20 mean to interrupt you.

21 A. I certainly consider myself in the
22 evaluation of men and women who have frequent

1 urination or incompetence. It's whether
2 interstitial cystitis exists as a medical disease
3 that's controversial, so, therefore, whether there
4 can be an expert in that diagnosis is
5 controversial.

6 Q. Did anyone tell you that Madison
7 National accepted that Mrs. [REDACTED] ter has
8 interstitial cystitis and its associated symptoms?

9 A. I don't know if that's the case.

10 Q. So the answer is no, no one told you
11 that?

12 A. No.

13 Q. Do you consider yourself an expert in
14 chronic severe insomnia?

15 A. No.

16 Q. Did anyone tell you that Madison
17 National had accepted that Ms. [REDACTED] ter suffers
18 from chronic severe insomnia along with the
19 associated symptoms?

20 A. Not that they'd accepted it, no.

21 MS. FEINSTEIN: Your Honor, I just want to
22 state an objection to the extent that he may be

1 misstating the record, but I will allow the
2 witness to answer the question. The record is
3 what it is.

4 THE COURT: It's noted.

5 BY MR. GLASS:

6 Q. Did anyone tell you that Madison
7 National had accepted that Ms. [REDACTED] ter suffers
8 from severe neuropathic pain?

9 A. The records say that, yes.

10 Q. Okay. And its associated symptoms?

11 A. Yes. The records state that.

12 Q. All right. That Madison National
13 accepted this?

14 A. Well, I don't know what it means that
15 Madison National accepted anything. If Madison
16 National accepted it, I don't understand why this
17 is being litigated, so maybe I don't really
18 understand what the question means.

19 Q. Fair. Fair. In evaluating the case,
20 they don't send you the policy and ask you to make
21 a disability determination based upon the specific
22 language of the policy; right?

1 A. Some disability insurance companies do.
2 In this -- I don't know if Madison does sometimes.
3 In this particular case, that was not asked of me.
4 Although, sometimes the questions are asked in a
5 way that -- that the questions are basically cut
6 and pasted from the policy, so it does what you're
7 suggesting in the record. I don't know if that --
8 I don't know if that happened in this case.

9 Q. I'm not saying that you're suggesting
10 anything. I'm just trying to --

11 A. Well, I don't know. I don't know what
12 the questions in this case were very specifically
13 cut and paste of the policy or if they were done
14 for some other reason. I have no idea.

15 Q. Because they didn't send you the policy
16 language?

17 A. Correct.

18 Q. In your evaluation of the case, then,
19 this case, you -- you see throughout the years
20 numerous complaints of just for example urinary
21 frequency, urinary urgency, and burning pain upon
22 urination? You see that; right?

1 A. I see that during the years, the patient
2 was working; correct.

3 Q. Correct. Is it your view then in
4 evaluating the case that you dismissed all of that
5 as untrue?

6 A. I think we need to distinguish between
7 symptoms and disability. I accept that symptoms a
8 patient reports are accurate. Only a patient can
9 report symptoms. Whether those symptoms could be
10 -- are disabling is a medical opinion. Whether
11 those symptoms are caused by a medical diagnosis
12 is a medical opinion. It is not at the command of
13 the patient. Whether those symptoms could be
14 simply and easily treated or whether they truly
15 represent the permanent disability is a medical
16 question.

17 Q. Doctor, we're not talking about
18 permanent disability in this case; right, and I
19 wouldn't even expect you to know that. Right? I
20 mean, you -- you are, a medical paper review
21 evaluator for this case; correct?

22 A. Yes. But reviewing medical records is

1 fundamental to what I do. It goes purely to
2 whether I'm an expert. I'm certainly an expert in
3 reviewing medical records on disability of any
4 etiology and reaching a decision.

5 Q. On any etiology?

6 A. Well, okay. I -- I retract that. I
7 shouldn't ever say never or always --

8 Q. Right.

9 A. -- because there's also an exception to
10 that.

11 Q. Okay.

12 A. But I certainly consider myself to be an
13 expert at the review of medical records of a
14 comprehensive nature regarding many causes of
15 physical and cognitive disability.

16 Q. So if I send you an OB/GYN case, you're
17 good with that?

18 A. I didn't say that. Certainly many of
19 them. But again, I will say this, if you send me
20 an OB/GYN case along with the OB/GYN's analysis of
21 why he feels the patient is disabled, I am an
22 expert at -- at -- at determining whether the

1 physician used principles of -- of impairment
2 rating and the disability assessment to reach that
3 conclusion. And I certainly consider myself an
4 expert most notably in determining when those
5 factors are not there.

6 The harder case is -- is if -- is if the
7 OB/GYN includes a detailed evaluation, includes
8 the patient is disabled. But if none of that's
9 there, I can certainly tell you that -- that the
10 information is missing.

11 Q. So going back to my question, I think
12 your answer to my original question was, Yes, you
13 accept as true the complaints, the symptoms that
14 Ms. [REDACTED] ter had from the interstitial cystitis?

15 A. Accept the symptoms are true. Whether
16 they're disabling is another question.

17 Q. It's a question for the Court actually
18 now. In terms of the neuropathic pain complaints
19 feeling like electrocution, a -- a pelvic pain, do
20 you in assessing this case, then, accept as true
21 that she experienced what she reported?

22 A. I accept it as true with virtually no

1 medical significance. The evaluation of those
2 symptoms -- and it's been utterly lacking and I
3 should say the same is true regarding the urinary
4 symptoms -- there has been a stunning, stunning
5 absence of any sort of medical critique or
6 assessment of any of the symptoms that the patient
7 has reported, either with regard to urination or
8 with regard to her neuropathic pain symptoms.

9 Q. So you didn't see the references to the
10 cystoscopy and bladder distention procedure?

11 A. I don't think I referenced it, if I
12 didn't see a cystoscopy report, I didn't see a
13 report by a urologist. A mention by the patient
14 that there might have been a -- a cystoscopy does
15 not meet that standard.

16 Q. So in your evaluation of this case,
17 then, do you dismiss as untrue the fact that a
18 cystoscopy, a bladder distension took place? Is
19 that going into your gestalt (ph).

20 A. I don't dismiss it as untrue. What I
21 consider it to be is unverified, and most notably
22 I consider it to not represent objective medical

1 evidence, and that's really the key issue because
2 my job here is not whether I quote believe the
3 patient or not. It's not even about the diagnosis
4 I think she has. It's whether objective medical
5 evidence was provided.

6 There was no objective medical evidence
7 regarding her urinary symptoms. There is no
8 objective medical evidence that there was a
9 cystoscopy. There is no objective evidence that
10 there was a neurology consultation. There is no
11 objective evidence that there was a urology
12 consultation. There is no objective evidence that
13 there was any meaningful urological or
14 neurological assessment. There is no objective
15 evidence that the fundamental symptoms that this
16 patient reports were objectively evaluated. There
17 are subjective symptoms. I accept subjective
18 symptoms, but there is almost no objective
19 information, and that's the crux of this case.

20 Q. Well, maybe, but what -- what you accept
21 as true as a medical reviewer is that each of the
22 symptoms that she reported throughout this case

1 are true, she experienced them. She reported
2 them, and they are true, she did not lie?

3 THE COURT: You've asked this -- hold on.

4 MR. GLASS: Sorry.

5 THE COURT: You've asked this question
6 about five times now.

7 MR. GLASS: I'm just --

8 THE COURT: I understand. I understand
9 what you're getting at.

10 MR. GLASS: Okay.

11 THE COURT: But we'll deal with it later.

12 MR. GLASS: Okay.

13

14 BY MR. GLASS:

15 Q. If look at -- if you -- I think there is
16 a small binder on your left -- left hand there.

17 A. Yes.

18 Q. And if you'll -- it's our exhibits and
19 if you just turn to Tab 15 for a moment, which for
20 the record is a letter that Dr. Stoll wrote. It's
21 a, To Whom it May Concern, letter. Let me know
22 when you have that.

1 A. I do.

2 Q. Okay. And I just want to go down to
3 the -- on the first page, the last paragraph at
4 the bottom.

5 MS. FEINSTEIN: Let me find it real quick.

6 MR. GLASS: I'm sorry.

7 MS. FEINSTEIN: You didn't give me a copy
8 of your exhibits.

9 MR. GLASS: I sent them right to your
10 office.

11 MS. FEINSTEIN: I know you keep saying
12 that, but I keep telling you, you didn't.

13 MR. GLASS: Yeah. I know.

14 MS. FEINSTEIN: I have the October 21,
15 2012 --

16 MR. GLASS: We'll find something that we
17 agree on.

18 BY MR. GLASS:

19 Q. Do you see that, Doctor?

20 A. Yes, sir.

21 Q. Okay. We're down at the bottom of the
22 page. I just want to ask really about definitions

1 of words. Dr. Stoll describes, "Severe
2 neuropathic pain associated with interstitial
3 cystitis which has been progressively worsening
4 and intractable, refractory to medical therapy."

5 What does -- what do those words mean
6 from the medical side?

7 A. It's --

8 Q. To a doctor.

9 A. It's a subjective conclusion without
10 objective evidence to support it. Just like --
11 just like the patient's symptoms which are
12 subjective without objective supporting evidence.

13 Q. What do the words mean to you, you read
14 a medical report that says that, "The pain has
15 been progressively worsening and retractable,
16 refractory to medical therapy"?

17 A. Basically, it means that the patient has
18 severe pain for which treatment has been
19 unsuccessful.

20 Q. Right. And in this case have tried a
21 number of medications including an array of
22 narcotic medications; true?

1 A. That's not objectively documented.

2 Again, you're -- you're going into a subjective
3 history here. And -- and just like the patient's
4 subjective symptoms, that's not what I was asked
5 to evaluate at Madison National. It's not what
6 I'm asked to testify about today. I'm asked today
7 to testify what objective medical evidence there
8 is, and the answer for all of your questions about
9 objective medical evidence is zero.

10 Q. My question was: Hasn't she had tried
11 trials of a number of narcotic pain medications?

12 A. There is subjective reports for that,
13 but there is zero objective medical evidence to
14 support it.

15 Q. I'm sorry? Are you saying that they
16 didn't -- they didn't try the different drugs?

17 A. I said there is subjective evidence for
18 it but not objective evidence.

19 In other words, there is a very big
20 difference between a general summary verse the
21 actual review of the medical records, and often
22 you get very different histories when -- when

1 those are done. The objective evidence is not
2 there.

3 Q. I'm just trying to ask a very, very
4 simple question, and maybe I'm just a really bad
5 asker.

6 Wasn't she prescribed these narcotic
7 drugs?

8 A. I don't know.

9 Q. Okay. All right.

10 A. I don't objectively.

11 Q. Okay. So -- so you dispute even whether
12 she was prescribed and took certain medications?

13 A. I -- I don't know the details. It
14 probably may well have happened. If it's -- if
15 it's summarized subjectively, but -- but I don't
16 want to be misconstrued as stating that's
17 objective medical evidence. It's really important
18 when it comes to prescribing opioids that the
19 prescriptions be in the record, that the
20 quantities are there, that all sorts of other
21 details be there, which are not documented here.

22 Q. So the prescription and quantities

1 aren't documented in these records?

2 A. Not objectively.

3 Q. When you use the word "objective," what
4 do you mean by that?

5 A. I mean in a form in which the conclusion
6 would be the same to any reader. I mean it in a
7 form which is free of the biases of any particular
8 patient or physician. I mean it in terms of not
9 only were opioids prescribed, but we know how
10 many, on what date, something that's repeatable,
11 verifiable, and in which any -- any observer would
12 likely reach the same conclusion.

13 Q. Okay. So even to the extent of simple
14 recorded of medications, you don't find objective
15 evidence that she was prescribed and took these
16 various narcotics?

17 A. You're saying simple. What I'm getting
18 at is it's so fundamental to just review past
19 medical records. It's not appropriate for a
20 patient to state that she took medicines from a
21 doctor in the past and the doctor just accepts
22 that. It's so fundamental to get the records of

1 that past treatment and that wasn't done. It's
2 not a minor oversight. It's -- it's so simple --
3 it's so important that it's something my staff
4 does before I see a patient, and it's certainly
5 something that I do for a patient who has a
6 history of pain or opioid medications because very
7 often there are -- there are surprises that come
8 when the records are reviewed.

9 Q. In your conclusion that there is a lack
10 of objective medical evidence in this case, part
11 of it goes to that conclusion and is your
12 disbelief that she was prescribed and took these
13 narcotic medications?

14 A. Not of disbelief, but my belief that the
15 information is subjective not objective. It's not
16 as refined as the definition requires, and the
17 details are not as specific as required.

18 Q. You consider yourself an expert in the
19 analysis of chronic severe insomnia?

20 MS. FEINSTEIN: I'm going to object to
21 that question as vague.

22 THE COURT: I think the doctor can answer

1 that.

2 THE WITNESS: I routinely evaluate
3 patients for that. I consider myself
4 professionally qualified as an expert to evaluate
5 patients for that diagnosis. I may treat it
6 myself sometimes and I may refer to other
7 specialists and -- sometimes depending upon how
8 the evaluation proceeds.

9 BY MR. GLASS:

10 Q. And it's often associated with patients,
11 your own patients, who may have had chronic pain
12 issues; right?

13 A. Yes. Insomnia and chronic pain are very
14 often associated.

15 Q. One of the things that makes that whole
16 world, the world of the chronic pain patient worse
17 even is that they never get restorative sleep at
18 night; right?

19 A. Absolutely true.

20 Q. Sleep is a -- I don't want to call it a
21 magic cure, but it's such an important part of our
22 living as full human beings; isn't it?

1 A. Yes.

2 Q. Now, throughout the records in this
3 case, you've -- you note that one of the
4 complaints is that Ms. [REDACTED] ter doesn't get full
5 restorative sleep. She has chronic severe
6 insomnia; correct?

7 A. Okay. She reports sleep difficulties,
8 yes. Chronic severe insomnia would be a -- more
9 of a diagnosis -- diagnosis, more of a medical
10 characterization to come after further
11 exploration. I don't know if she has chronic
12 severe insomnia. I know she has symptoms of
13 difficulty with sleeping.

14 Q. So in your review of the record, you do
15 not accept in your review and in your report that
16 she suffers from chronic severe insomnia?

17 A. Well, again we get to the situation of
18 there is subjective discussion on those symptoms,
19 but there's no objective evidence regarding
20 insomnia, and this keeps reoccurring as a
21 fundamental theme of my review.

22 You keep asking me what she's -- her

1 diagnoses are. That wasn't the question asked of
2 me. My question -- the question asked of me was:
3 Was there objective evidence of these things? The
4 answer in each case is zero.

5 Q. So you weren't asked to weigh the
6 totality of the evidence in this case to see
7 whether -- to make a determination as to whether
8 Ms. [REDACTED] ter could perform her duties as an ESL
9 school teacher here in the City?

10 A. What -- what I was asked to do was to
11 determine whether there was objective evidence
12 provided by her doctors to reach those
13 conclusions. It -- it seems to be a subtlety, but
14 it's an important subtlety because that's how the
15 questions were framed to me.

16 Q. You -- fair enough. You were answering
17 in your report the questions posed by BMI?

18 A. Correct.

19 Q. How many cases a year do you get from
20 BMI?

21 A. It -- it varies. Some years I might get
22 30, some years I might get 12, and the next year I

1 get 50. It really varies.

2 Q. Are there other organizations like BMI
3 that send you cases --

4 A. Yes.

5 Q. -- as intermediaries?

6 What are those organizations for
7 example?

8 A. Reliable Reviews is one of them for
9 example, CommPartners is another.

10 Q. These -- are these by large, ultimately,
11 cases that are coming from insurance companies?

12 A. Many different sources. Actually the
13 insurance companies are probably the minority.
14 They could -- or they're insurance companies, but
15 they're not from disability insurance companies.
16 Again, they could be disability cases, they could
17 be workers' comp, they could be auto, they could
18 be personal injury, they could be criminal cases,
19 they could -- there are all sorts of reasons why
20 they come about.

21 Q. Do you feel that you have a good
22 understanding of what Ms. [REDACTED] ter did for her job

1 and what was required of her?

2 MS. FEINSTEIN: This is outside the scope,
3 Your Honor. He wasn't asked to -- he was asked
4 about functionally impairing --

5 THE COURT: He's never been asked about
6 that, Mr. Glass.

7 MR. GLASS: Okay. I'll withdraw the
8 question. That's all I have, Judge.

9 THE COURT: Okay. All right. Any
10 redirect?

11 (Whereupon the cross-examination
12 concluded.)

13

14

15

16

17

18

19

20

21

22

1 CERTIFICATE OF NOTARY PUBLIC

2 I, SYDNEY R. CRAWFORD, the officer before whom the
3 foregoing proceeding was taken, do hereby certify
4 that the testimony of said witnesses was taken by me
5 in stenotype and thereafter reduced to typewriting
6 under my direction; that said proceeding is a true
7 record of the testimony given by said witness;
8 that I am neither counsel for, related to, nor
9 employed by any of the parties to the action in
10 which this proceeding was taken; and, further,
11 that I am not a relative or employee of any
12 counsel or attorney employed by the parties
13 hereto, nor financially or otherwise interested in
14 the outcome of this action.

15

16

17

18 _____
SYDNEY R. CRAWFORD
19 Notary Public in and for the
Commonwealth of Virginia
Notary Reg No.
20 7589055

21 My Commision expires:

22 October 31, 2018

Capital Reporting Company
 E ██████████ ter vs. Madison National Life Insurance Company, Inc.
 08-06-2014

Page 1			
<hr style="width: 100%;"/> <p style="text-align: center;">1</p> <p>100 11:2</p> <p>1199 2:15</p> <p>12 3:8 29:22</p> <p>12th 3:7</p> <p>15 20:19</p> <hr style="width: 100%;"/> <p style="text-align: center;">2</p> <p>2012 21:15</p> <p>2013 3:8 7:13</p> <p>2014 1:12</p> <p>2018 32:22</p> <p>21 21:14</p> <p>22 8:14 10:3,6</p> <p>22030 2:5</p> <p>22314 1:15 2:16</p> <p>23 10:8,14 11:6,10</p> <hr style="width: 100%;"/> <p style="text-align: center;">3</p> <p>30 29:22</p> <p>31 32:22</p> <p>33 2:10</p> <p>3915 2:4</p> <hr style="width: 100%;"/> <p style="text-align: center;">5</p> <p>50 30:1</p> <p>520 1:14</p> <p>53703 2:11</p> <hr style="width: 100%;"/> <p style="text-align: center;">6</p> <p>6 1:12</p> <p>608)283-2407 2:11</p> <hr style="width: 100%;"/> <p style="text-align: center;">7</p> <p>703)591-9829 2:5</p>	<p>703)837-3932 2:16</p> <p>7589055 32:20</p> <hr style="width: 100%;"/> <p style="text-align: center;">9</p> <p>900 2:10,15</p> <hr style="width: 100%;"/> <p style="text-align: center;">A</p> <p>absence 18:5</p> <p>Absolutely 27:19</p> <p>accept 15:7 17:13,15,20,22 19:17,20 28:15</p> <p>accepted 12:7,17,20 13:7,13,15,16</p> <p>accepts 25:21</p> <p>accountant 8:3</p> <p>accurate 15:8</p> <p>action 32:9,14</p> <p>actual 23:21</p> <p>actually 8:21 9:17,19 17:17 30:12</p> <p>ad 9:7,10 10:15</p> <p>additional 3:12</p> <p>admitted 10:5</p> <p>afternoon 5:11,19</p> <p>ago 9:12</p> <p>ahead 11:19</p> <p>Alexandria 1:2,11,14,15 2:16</p> <p>Alfred 1:18</p> <p>allow 13:1</p> <p>am 16:21 32:8,11</p>	<p>analysis 16:20 26:19</p> <p>answer 12:10 13:2 17:12 23:8 26:22 29:4</p> <p>answering 29:16</p> <p>anyone 3:19 12:6,16 13:6</p> <p>anything 6:1 13:15 14:10</p> <p>appropriate 7:3 25:19</p> <p>approve 6:22 7:2</p> <p>April 3:7,8</p> <p>archived 9:19</p> <p>aren't 25:1</p> <p>arguments 4:7,22</p> <p>array 22:21</p> <p>asker 24:5</p> <p>assessing 17:20</p> <p>assessment 17:2 18:6 19:14</p> <p>associated 12:8,19 13:10 22:2 27:10,14</p> <p>Associates 2:4</p> <p>attorney 32:12</p> <p>August 1:12</p> <p>auto 30:17</p> <p>available 9:20,21</p> <hr style="width: 100%;"/> <p style="text-align: center;">B</p> <p>bad 24:4</p> <p>based 4:13,15 13:21</p>	<p>basically 5:9 9:3 14:5 22:17</p> <p>became 9:20</p> <p>beginning 6:11</p> <p>Behalf 2:2,8</p> <p>beings 27:22</p> <p>belief 5:17 26:14</p> <p>believe 9:9 19:2</p> <p>ben@benglasslaw.com 2:6</p> <p>Benjamin 2:3,4</p> <p>biases 25:7</p> <p>binder 20:16</p> <p>bladder 18:10,18</p> <p>BMI 29:17,20 30:2</p> <p>bottom 21:4,21</p> <p>Brady 2:9</p> <p>brief 3:22</p> <p>bureaucratic 7:4</p> <p>burning 14:21</p> <hr style="width: 100%;"/> <p style="text-align: center;">C</p> <p>CABALLE 2:3</p> <p>calculate 8:3</p> <p>calculations 5:15</p> <p>care 6:13</p> <p>case 3:16 4:3 5:1,12 11:13 12:9 13:19 14:3,8,12,18,19 15:4,18,21 16:16,20 17:6,20 18:16 19:19,22 22:20 26:10 28:3 29:4,6</p>

Capital Reporting Company
 E ██████████ ter vs. Madison National Life Insurance Company, Inc.
 08-06-2014

Page 2			
<p>cases 7:5,11,14 29:19 30:3,11,16,18 caused 15:11 causes 16:14 certain 24:12 certainly 5:21 8:2 11:21 16:2,12,18 17:3,9 26:4 CERTIFICATE 32:1 certify 32:3 characterization 28:10 chronic 12:14,18 26:19 27:11,13,16 28:5,8,11,16 Circuit 1:2,14 City 1:2 29:9 CL13003935 1:6 claim 3:9 claims 4:2,10,15,18 clear 3:3 cognitive 16:15 comes 24:18 coming 30:11 command 15:12 Commision 32:21 Commonwealth 32:19 CommPartners 30:9 comp 30:17</p>	<p>companies 8:7 14:1 30:11,13,14,15 company 1:7 9:4,5 compensation 6:21 7:6,8 complaints 14:20 17:13,18 28:4 component 6:17 comprehensive 16:14 Concern 20:21 concluded 31:12 conclusion 17:3 22:9 25:5,12 26:9,11 conclusions 29:13 consider 11:14,21 12:13 16:12 17:3 18:21,22 26:18 27:3 consultation 19:10,12 contained 3:13 controversial 11:17 12:3,5 copy 21:7 Corporation 8:8 correct 3:6,7,10,14,15,1 8 8:8,10,11,12 9:6,8,13 11:5 14:17 15:2,3,21 28:6 29:18 counsel 3:1 32:8,12 Court 1:2,14 6:3,9</p>	<p>10:5 11:9 13:4 17:17 20:3,5,8,11 26:22 31:5,9 Crawford 1:21 32:2,18 criminal 7:11 30:18 critique 18:5 cross-examination 3:1 31:11 crux 19:19 cure 27:21 cut 14:5,13 cystitis 11:15,17 12:2,8 17:14 22:3 cystoscopy 18:10,12,14,18 19:9 <hr/> <p style="text-align: center;">D</p> <hr/> date 25:10 deal 20:11 decision 16:4 decisions 9:1,2 Defendant 1:8 2:8 definition 26:16 definitions 21:22 depending 27:7 deposed 11:2 describes 22:1 describing 6:19 detailed 17:7 details 24:13,21</p>	<p>26:17 determination 13:21 29:7 determine 29:11 determining 16:22 17:4 diagnoses 29:1 diagnosis 11:18 12:4 15:11 19:3 27:5 28:9 difference 23:20 different 23:16,22 30:12 difficult 11:16 difficulties 28:7 difficulty 28:13 direction 32:6 directory 10:15,16,20,21 11:4 disabilities 7:10 disability 13:21 14:1 15:7,15,18 16:3,15 17:2 30:15,16 disabled 16:21 17:8 disabling 15:10 17:16 disbelief 26:12,14 discussed 3:20 discussion 4:17,18 28:18 discussions 5:10 disease 12:2</p>

Capital Reporting Company

E [REDACTED] ter vs. Madison National Life Insurance Company, Inc.

08-06-2014

Page 3			
<p>dismiss 18:17,20 dismissed 15:4 dispute 24:11 distension 18:18 distention 18:10 distinguish 15:6 division 8:9,22 doctor 8:15 10:9 15:17 21:19 22:8 25:21 26:22 doctors 4:5 29:12 documented 23:1 24:21 25:1 documents 4:14 dollars 7:13 done 14:13 24:1 26:1 Dr 5:4,7 10:11 20:20 22:1 Drive 2:15 drugs 23:16 24:7 during 15:1 duties 29:8</p> <hr/> <p style="text-align: center;">E</p> <hr/> <p>earned 7:13 easily 15:14 East 2:10 either 18:7 electrocution 17:19 E [REDACTED] 1:3 else 4:4 EMILY 2:9</p>	<p>employ 8:22 employed 32:9,12 employee 32:11 ESL 29:8 ESQUIRE 2:3,9,14 estimate 7:12,22 etiology 16:4,5 evaluate 23:5 27:2,4 evaluated 19:16 evaluating 13:19 15:4 evaluation 11:22 14:18 17:7 18:1,16 27:8 evaluator 15:21 evidence 5:16,17,21 10:3,7 11:7,11 19:1,5,6,8,9,11,1 2,15 22:10,12 23:7,9,13,17,18 24:1,17 25:15 26:10 28:19 29:3,6,11 examiner 4:2,11,15 examiner's 4:18 Examiners 10:17 example 6:20 7:13 14:20 30:7,9 exception 16:9 Exhibit 8:14 10:3,6,8,13 11:10 exhibits 20:18</p>	<p>21:8 exists 12:2 expect 15:19 experienced 17:21 20:1 expert 6:12,15,16 11:14 12:4,13 16:2,13,22 17:4 26:18 27:4 expires 32:21 exploration 28:11 extent 12:22 25:13</p> <hr/> <p style="text-align: center;">F</p> <hr/> <p>fact 18:17 factors 17:5 factual 4:12 fair 13:19 29:16 Fairfax 2:5,15 feel 30:21 feeling 17:19 feels 16:21 FEINSTEIN 2:9 5:7 10:4 11:8 12:21 21:5,7,11,14 26:20 31:2 financially 32:13 first 5:13,19 6:1 11:13 21:3 five 20:6 foregoing 32:3 form 7:18,21 25:5,7 framed 29:15</p>	<p>free 6:5 25:7 frequency 14:21 frequent 11:22 full 27:22 28:4 functionally 31:4 fundamental 16:1 19:15 25:18,22 28:21</p> <hr/> <p style="text-align: center;">G</p> <hr/> <p>general 23:20 gestalt 18:19 getting 20:9 25:17 given 4:21 5:8,22 7:3 32:7 Glass 2:3,4 3:2 5:3 6:4,7,10 8:13,16 10:2,8,10 11:6,12 13:5 20:4,7,10,12,14 21:6,9,13,16,18 27:9 31:6,7 Google 9:20 grant 6:6 guess 8:4</p> <hr/> <p style="text-align: center;">H</p> <hr/> <p>hand 8:15 10:9 20:16 happened 14:8 24:14 Harbison 2:14 harder 17:6 hear 4:7 heard 3:16 hearing 4:9</p>

Capital Reporting Company
 E [REDACTED] ter vs. Madison National Life Insurance Company, Inc.
 08-06-2014

Page 4			
<p>hereby 32:3 here's 6:1 hereto 32:13 He's 31:5 Highway 2:4 hire 9:3 histories 23:22 history 4:3 23:3 26:6 hold 20:3 Honor 5:3,7 8:13 10:2 12:21 31:3 human 27:22</p> <hr/> <p style="text-align: center;">I</p> <hr/> <p>idea 14:14 III 2:3 I'll 31:7 I'm 6:7 7:19 8:2 9:10 11:19 14:9,10 16:2 20:7 21:6 23:6,15 24:3,4 25:17 26:20 IMEs 11:2 impairing 31:4 impairment 17:1 important 24:17 26:3 27:21 29:14 INC 1:7 includes 17:7 including 22:21 incompetence 12:1 Independent 10:17</p>	<p>information 3:4 4:21 5:8 7:17,20 10:19 11:1,3 17:10 19:19 26:15 injuries 7:8 injury 7:9 30:18 inquire 6:4 insomnia 12:14,18 26:19 27:13 28:6,8,12,16,20 instead 5:19 instituted 5:6 insurance 1:7 14:1 30:11,13,14,15 intended 9:22 interested 32:13 intermediaries 30:5 Internet 9:7,9 interrupt 11:20 interstitial 11:14,17 12:2,8 17:14 22:2 intractable 22:4 isn't 27:22 issue 6:5 19:1 issues 27:12 it's 8:8,21 9:4,5,14,15,17,2 1 10:5 12:1 13:4 17:17 18:2 19:3,4 20:18,20 22:7,9 23:5 24:14,15,17 25:18,19,22 26:1,2,3,4,15</p>	<p>27:10,21 29:14 I've 8:13</p> <hr/> <p style="text-align: center;">J</p> <hr/> <p>job 19:2 30:22 JOSE 2:3 Judge 1:18 31:8</p> <hr/> <p style="text-align: center;">K</p> <hr/> <p>Kaplan 5:7 10:11 Kaplan's 5:4 key 19:1 King 1:14</p> <hr/> <p style="text-align: center;">L</p> <hr/> <p>lack 26:9 lacking 18:2 language 13:22 14:16 large 30:10 largely 4:14 last 3:16 5:18 21:3 late 5:18 later 20:11 Law 1:5 learn 4:1 Lee 2:4 left-hand 10:14 let's 7:13 letter 20:20,21 lie 20:2 LIFE 1:6 likely 25:12 list 5:15</p>	<p>litigated 7:4,5 13:17 living 27:22 LLP 2:9 long 4:17</p> <hr/> <p style="text-align: center;">M</p> <hr/> <p>Madison 1:6 2:11 3:5,11,21 12:6,16 13:6,12,15 14:2 23:5 magic 27:21 Main 2:10 maintain 7:20 marked 8:14 10:8 may 7:7 9:17,19,21 12:22 20:21 24:14 27:5,6,11 maybe 4:20 13:17 19:20 24:4 mean 5:14 9:15 11:20 15:20 22:5,13 25:4,5,6,8 meaningful 19:13 means 6:20 13:14,18 22:17 medical 7:16 8:5,22 10:17 12:2 15:10,11,12,15,2 0,22 16:3,13 18:1,5,22 19:4,6,8,21 22:4,6,14,16 23:7,9,13,21</p>

Capital Reporting Company

E [REDACTED] ter vs. Madison National Life Insurance Company, Inc.

08-06-2014

Page 5			
24:17 25:19 26:10 28:9 medically 4:14 medications 7:2 22:21,22 23:11 24:12 25:14 26:6,13 medicines 25:20 meet 18:15 men 11:22 mention 18:13 minor 26:2 minority 30:13 minutes 4:20 misconstrued 24:16 missing 17:10 misstating 13:1 moment 8:17 20:19 money 8:1 morning 5:14,20 6:2 motion 5:3,6 6:6 move 6:7 10:2 moved 10:6 11:10 MRI 7:1 myself 11:21 16:12 17:3 27:3,6 <hr/> <p style="text-align: center;">N</p> <hr/> narcotic 7:2 22:22 23:11 24:6 26:13 narcotics 25:16 National 1:6	3:5,11,21 10:16 12:7,17 13:7,12,15,16 23:5 nature 16:14 neither 32:8 neurological 19:14 neurology 19:10 neuropathic 13:8 17:18 18:8 22:2 night 27:18 none 17:8 non-patient 6:13 nor 32:8,13 notably 17:4 18:21 Notary 32:1,18,19 note 28:3 noted 13:4 numerous 14:20 <hr/> <p style="text-align: center;">O</p> <hr/> oath 8:2 OB/GYN 16:16,20 17:7 OB/GYN's 16:20 object 26:20 objection 10:4 11:8 12:22 objective 18:22 19:4,6,8,9,11,12, 14,18 22:10,12 23:7,9,13,18 24:1,17 25:3,14 26:10,15 28:19 29:3,11 objectively 19:16	23:1 24:10 25:2 observer 25:11 October 21:14 32:22 offer 11:6 office 21:10 officer 32:2 oil 7:8 okay 6:7 8:5 10:1 13:10 16:6,11 20:10,12 21:2,21 24:9,11 25:13 28:7 31:7,9 old 2:4 9:9 online 9:10 opinion 15:10,12 opioid 26:6 opioids 24:18 25:9 order 7:1 organizations 30:2,6 original 17:12 otherwise 32:13 outcome 32:14 outside 31:2 oversight 26:2 <hr/> <p style="text-align: center;">P</p> <hr/> P.C 2:4 8:6 page 10:15 21:3,22 pain 13:8 14:21 17:18,19 18:8 22:2,14,18 23:11 26:6 27:11,13,16 paper 15:20	paperwork 4:13 paragraph 21:3 particular 14:3 25:7 parties 32:9,12 past 25:18,21 26:1 paste 14:13 pasted 14:6 patient 7:1,3 15:1,8,13 16:21 17:8 18:6,13 19:3,16 22:17 25:8,20 26:4,5 27:16 patients 7:15 27:3,5,10,11 patient's 4:5 22:11 23:3 peer 6:16,18,20 7:14 9:1 pelvic 17:19 perform 29:8 performed 11:3 permanent 15:15,18 personal 7:9 30:18 ph 10:22 18:19 physical 16:15 physician 6:22 7:2 17:1 25:8 physicians 6:22 9:2,3 Plaintiff 1:4 2:2 3:1 Plaintiff's 8:14 10:6 11:10

Capital Reporting Company
 E [REDACTED] ter vs. Madison National Life Insurance Company, Inc.
 08-06-2014

Page 6		
<p>plus 11:2</p> <p>policy 13:20,22 14:6,13,15</p> <p>portion 10:14</p> <p>posed 29:17</p> <p>positions 4:22</p> <p>practice 8:22</p> <p>preparation 3:19</p> <p>prescribed 24:6,12 25:9,15 26:12</p> <p>prescribing 24:18</p> <p>prescription 24:22</p> <p>prescriptions 24:19</p> <p>presented 5:17,18</p> <p>previously 5:10</p> <p>primarily 7:5</p> <p>principles 17:1</p> <p>probably 3:17 24:14 30:13</p> <p>procedure 18:10</p> <p>proceeding 32:3,6,10</p> <p>proceeds 27:8</p> <p>professionally 27:4</p> <p>progressed 5:12</p> <p>progressively 22:3,15</p> <p>provided 11:4 19:5 29:12</p> <p>public 9:22 32:1,18</p> <p>purely 16:1</p>	<hr style="width: 20%; margin: 0 auto;"/> <p style="text-align: center;">Q</p> <hr style="width: 20%; margin: 0 auto;"/> <p>qualified 4:15 27:4</p> <p>quantities 24:20,22</p> <p>Quarles 2:9</p> <p>question 10:13 11:16 13:2,18 15:16 17:11,12,16,17 20:5 23:10 24:4 26:21 29:1,2 31:8</p> <p>questions 3:12 14:4,5,12 23:8 29:15,17</p> <p>quick 21:5</p> <p>quickly 5:12</p> <p>quote 19:2</p> <hr style="width: 20%; margin: 0 auto;"/> <p style="text-align: center;">R</p> <hr style="width: 20%; margin: 0 auto;"/> <p>rating 17:2</p> <p>reach 17:2 25:12 29:12</p> <p>reaching 16:4</p> <p>reader 25:6</p> <p>real 9:18 21:5</p> <p>really 13:17 19:1 21:22 24:4,17 30:1</p> <p>reason 14:14</p> <p>reasons 30:19</p> <p>recently 3:17</p> <p>record 13:1,2 14:7 20:20 24:19 28:14 32:7</p> <p>recorded 25:14</p>	<p>records 7:16 13:9,11 15:22 16:3,13 23:21 25:1,19,22 26:8 28:2</p> <p>redirect 31:10</p> <p>reduced 32:5</p> <p>refer 27:6</p> <p>referenced 18:11</p> <p>references 18:9</p> <p>refined 26:16</p> <p>refractory 22:4,16</p> <p>Reg 32:19</p> <p>regard 18:7,8</p> <p>regarding 16:14 18:3 19:7 28:19</p> <p>Rehabilitation 8:5</p> <p>related 32:8</p> <p>relative 32:11</p> <p>Reliable 30:8</p> <p>remember 4:9</p> <p>render 9:1</p> <p>reoccurring 28:20</p> <p>repeatable 25:10</p> <p>report 3:5,13 15:9 18:12,13 22:14 28:15 29:17</p> <p>reported 1:21 17:21 18:7 19:22 20:1</p> <p>Reporter/Notary 1:22</p> <p>reports 7:16 15:8 19:16 23:12 28:7</p> <p>represent 15:15</p> <p>18:22</p> <p>required 26:17 31:1</p> <p>requires 26:16</p> <p>restorative 27:17 28:5</p> <p>retain 7:17</p> <p>retract 16:6</p> <p>retractable 22:15</p> <p>review 4:13 6:16,18,20 7:15 15:20 16:13 23:21 25:18 28:14,15,21</p> <p>reviewed 26:8</p> <p>reviewer 19:21</p> <p>reviewing 7:15 15:22 16:3</p> <p>Reviews 30:8</p> <p>rkaplan.hyperma rt.net 9:15</p> <p>ROBERT 2:14</p> <p>routinely 27:2</p> <p>rscully@stites.co m 2:17</p> <p>rule 5:5</p> <hr style="width: 20%; margin: 0 auto;"/> <p style="text-align: center;">S</p> <hr style="width: 20%; margin: 0 auto;"/> <p>school 29:9</p> <p>scope 31:2</p> <p>SCULLY 2:14</p> <p>SEAK 10:16</p> <p>S-E-A-K 10:16</p> <p>seems 29:13</p> <p>send 13:20 14:15</p>

Capital Reporting Company

E [REDACTED] ter vs. Madison National Life Insurance Company, Inc.

08-06-2014

Page 7			
16:16,19 30:3	13:11 25:20	19:7,15,17,18,22	19:22 28:2
sent 21:9	stating 24:16	22:11 23:4	today 9:16 23:6
services 9:8	stenotype 32:5	28:12,18	today's 3:20
seven 9:12	Stites 2:14	system 6:21	top 9:15
severe 12:14,18	Stoll 20:20 22:1	<hr style="width: 50%; margin: 0 auto;"/>	totality 29:6
13:8 22:1,18	Street 1:14 2:10	T	treat 27:5
26:19	strike 5:4	Tab 20:19	treated 15:14
28:5,8,12,16	stunning 18:4	talking 15:17	treatment 22:18
she's 28:22	subjective 19:17	teacher 29:9	26:1
significance 18:1	22:9,12	technically 9:18	trials 23:11
simple 24:4	23:2,4,12,17	term 6:14,16	tried 22:20 23:10
25:13,17 26:2	26:15 28:18	terms 3:22 17:18	true
simply 15:14	subjectively 24:15	25:8	17:13,15,20,22
sir 21:20	Submitted 11:9	testified 4:3,11	18:3 19:21
situation 28:17	subtilty 29:13,14	6:11	20:1,2 22:22
six 9:12	suffers 12:17 13:7	testify 4:6,16	27:19 32:6
sleep 27:17,20	28:16	23:6,7	truly 15:14
28:5,7	suggesting 14:7,9	testimony 3:20	try 23:16
sleeping 28:13	Suite 2:10,15	4:18 5:4,9,22	trying 14:10 24:3
small 6:17 20:16	summarized 24:15	6:12 7:16 32:4,7	turn 20:19
somehow 9:20	summary 23:20	that's 3:13,15,16	type 8:1
sorry 7:19 11:19	supply 10:19	8:20,21	types 7:14
20:4 21:6 23:15	support 22:10	9:5,17,19	typewriting 32:5
sort 18:5	23:14	11:3,16 12:3,9	<hr style="width: 50%; margin: 0 auto;"/>
sorts 24:20 30:19	supporting 22:12	17:8 19:1,19	U
sources 30:12	sure 9:10	23:1,4 24:16	ultimately 30:10
specialists 27:7	surprises 26:7	25:10 29:14 31:8	umrpc.com 9:18
specific 5:8,22	Swersky 1:18	theme 28:21	understand
13:21 26:17	Sydney 1:21	therapy 22:4,16	13:16,18 20:8
specifically 14:12	32:2,18	thereafter 32:5	understanding
spyware 9:20	symptoms 12:8,19	therefore 12:3	4:12 30:22
staff 9:1 11:3 26:3	13:10	there's 5:21 7:22	Uniontown 8:5
standard 18:15	15:7,9,11,13	16:9 28:19	unsuccessful
state 6:21 12:22	17:13,15	they'd 12:20	22:19
	18:2,4,6,8	they're 7:4 17:16	untrue 15:5
		30:14,15	
		throughout 14:19	

Capital Reporting Company

E ██████████ ter vs. Madison National Life Insurance Company, Inc.

08-06-2014

Page 8

<p>18:17,20 unverified 18:21 upon 13:21 14:21 27:7 upper 10:14 urgency 14:21 urinary 14:20,21 18:3 19:7 urination 12:1 14:22 18:7 URL 9:14,18 URO/PRO 8:9 urological 19:13 urologist 18:13 urology 19:11 utilized 9:12 utterly 18:2</p> <hr/> <p style="text-align: center;">V</p> <hr/> <p>vague 26:21 varies 29:21 30:1 various 25:16 vary 7:7 verifiable 25:11 verse 23:20 view 15:3 violation 5:5 Virginia 1:1,11,15 2:5,16 32:19 virtually 17:22 vs 1:5</p> <hr/> <p style="text-align: center;">W</p> <hr/> <p>wasn't 4:15 24:6</p>	<p>26:1 29:1 31:3 ██████ ter 1:3 12:7,17 13:7 17:14 28:4 29:8 30:22 Wednesday 1:12 weigh 29:5 we'll 20:11 21:16 we're 15:17 21:21 whatever 9:11,21 Whereupon 31:11 whether 6:22 7:2 12:1,3 15:9,10,13,14 16:2,22 17:15 19:2,4 24:11 29:7,11 whole 27:15 whom 20:21 32:2 Wisconsin 2:11 withdraw 31:7 witness 5:13,14,18,20 6:12,15,16 13:2 27:2 32:7 witnesses 5:5 32:4 witness's 5:9 women 11:22 work 6:12,13,15,16,18 ,20 8:1 workers 6:21 7:6,7 30:17 working 15:2 world 27:16 worse 27:16</p>	<p>worsening 22:3,15 wrote 20:20</p> <hr/> <p style="text-align: center;">Y</p> <hr/> <p>yesterday 3:21 4:11,19 5:6 you'll 20:18 yourself 11:14 12:13 26:18 you've 3:16 20:3,5 28:3</p> <hr/> <p style="text-align: center;">Z</p> <hr/> <p>Zapos 10:21 zero 23:9,13 29:4</p>
---	--	---