

**IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA**

HATTIE NEAL AND MARY NEAL,)	
)	
Plaintiff,)	
)	
vs.)	Civil Action
)	File No.: 2005CV104215
THE COCHRAN FIRM,)	
)	
Defendant.)	

**COCHRAN, CHERRY, GIVENS, SMITH & SISTRUNK, P.C.'S
RESPONSE TO PLAINTIFFS' FIRST CONTINUING INTERROGATORIES**

COMES NOW, Cochran, Cherry, Givens, Smith & Sistrunk, P.C. (hereinafter "CCGSS"), incorrectly served and incorrectly named in this lawsuit, and hereby responds to Plaintiffs' First Continuing Interrogatories as follows:

GENERAL OBJECTIONS

Each and every one of the following objections is incorporated into and hereby made part of each and every response to each and every interrogatory set forth below:

CCGSS objects to Plaintiffs' Interrogatories on the grounds that said Interrogatories are directed to an entity which the Plaintiffs call "The Cochran Firm" but which is not CCGSS. As more fully set forth in CCGSS' Motion for Summary Judgment currently pending before the Court, CCGSS is an independent legal entity and is not "The Cochran Firm." Therefore, CCGSS cannot respond to the Plaintiffs' Interrogatories as "The Cochran Firm," CCGSS cannot respond to the Plaintiffs' Interrogatories on behalf of "The Cochran Firm," and CCGSS cannot respond to the

Plaintiffs' Interrogatories in any way speaking for "The Cochran Firm." Each and every response contained herein is expressly responded to on behalf of CCGSS only. No response contained herein is intended to be, or should be construed to be, a response for any entity other than CCGSS.

CCGSS objects to the plaintiffs' interrogatories, and the "Definitions and Instructions" therein, to the extent they are phrased in a manner that assumes the truth of facts not proven or facts not in evidence and/or facts not likely to be proven at trial. Furthermore, CCGSS objects to these interrogatories, and the "Definitions and Instructions" therein, on the grounds that they seek information that is not relevant and/or not reasonably calculated to lead to the discovery of admissible evidence. CCGSS further objects to these interrogatories, and the "Definitions and Instructions" therein, to the extent they seek information or materials which have been gathered or prepared in anticipation of litigation, or which are otherwise protected by the attorney-client privilege, the work product doctrine, or by any other applicable privilege. CCGSS also objects to these interrogatories to the extent they seek confidential information or materials. CCGSS further objects to these interrogatories, and the "Definitions and Instructions" therein, to the extent that they purport to impose obligations beyond those imposed by the Georgia Civil Practice Act.

CCGSS further objects to the Plaintiffs' purported definition of "The Cochran Firm" and "The Cochran Firm office(s)" and "the firm," or any variation or use thereof, as set forth in the Plaintiff's Interrogatories to the extent that said definitions

include CCGSS as a part of those definitions. As shown more fully in CCGSS' Motion for Summary Judgment, CCGSS is not "The Cochran Firm" and no attempt by Plaintiffs to define these terms can alter the legal status of CCGSS or compel CCGSS to answer on behalf of any entity other than CCGSS.

CCGSS further objects to Plaintiff's purported definition of "you" and "your," or any variation or use thereof, to the extent that Plaintiffs seek to define CCGSS as a part of, or legally synonymous with, the entity which Plaintiffs have defined as "The Cochran Firm." As shown more fully in CCGSS' Motion for Summary Judgment, CCGSS is not "The Cochran Firm" and no attempt by Plaintiffs to define these terms can alter the legal status of CCGSS or compel CCGSS to answer on behalf of any entity other than CCGSS.

CCGSS hereby reserves the right to supplement its responses pending further discovery in this action or as the Court may require. Subject to these objections, and without waiving the same, CCGSS responds to Plaintiffs' Interrogatories as follows:

INTERROGATORIES

1.

Prior and subsequent to this litigation, were you ever a defendant in a lawsuit for malpractice and/or fraud? If so, please state the following for each lawsuit:

- (a) the names of all other parties thereof;
- (b) the name and address of the court where such action was filed;
- (c) the year in which such action was filed;
- (e) the outcome of such lawsuit.

RESPONSE:

CCGSS objects to Interrogatory No. 1 on the grounds that said Interrogatory is overly broad and unduly burdensome. Subject to all foregoing objections, and without waiving same, CCGSS responds to Interrogatory No. 1 by showing that it has been a defendant in lawsuits for malpractice and/or fraud, and CCGSS further responds to each lettered subpart of Interrogatory No. 1 as follows:

- (a) Cynthia G. Lamar v. Derek M. Wright, The Wright Law Firm, P.C., Thomas, Means, Gillis & Seay, P.C. and Cochran, Cherry, Givens, Smith & Sistrunk, P.C.;
- (b) State Court of Fulton County, Atlanta, Georgia;
- (c) 2005;
- (d) CCGSS was dismissed from the lawsuit.

2.

Please describe any procedures and methods, including computer program(s) and employee training and education you presently utilize to ensure that you do not undertake a legal case that would present a conflict of interest for the firm, if any.

RESPONSE:

CCGSS objects to Interrogatory No. 2 on the grounds that said Interrogatory is vague, overly broad and would require CCGSS to speculate as to the information requested. Subject to all foregoing objections, and without waiving same, CCGSS responds to Interrogatory No. 2 by showing that CCGSS presently utilizes the "Client Profiles" computer software program to run conflict checks for CCGSS.

3.

Please describe any procedures and methods, including computer program(s) and employee training and education, you utilized during any portion of the time period

from August 1, 2003 until August 1, 2004, to ensure that you did not undertake a legal case that would present a conflict of interest for the firm, if any.

RESPONSE:

CCGSS objects to Interrogatory No. 3 on the grounds that said Interrogatory is vague, overly broad and would require CCGSS to speculate as to the information requested. Subject to all foregoing objections, and without waiving same, CCGSS responds to Interrogatory No. 3 by showing that CCGSS utilized the Word Docs computer software program to run conflict checks for CCGSS for the time period from August 1, 2003 until August 1, 2004.

4.

What amount of time is currently necessary for The Cochran Firm to conduct a conflict check regarding legal cases brought by new clients?

RESPONSE:

CCGSS objects to Interrogatory No. 4 on the grounds that said Interrogatory is vague, overly broad and would require CCGSS to speculate as to the information requested. Subject to all foregoing objections, and without waiving same, CCGSS responds to Interrogatory No. 4 by showing that the amount of time required for CCGSS to conduct a conflict check regarding legal cases brought by new clients is usually less than one day.

5.

What amount of time was needed in 2003 for The Cochran Firm to conduct a conflict check regarding legal cases brought by new clients?

RESPONSE:

CCGSS objects to Interrogatory No. 5 on the grounds that said Interrogatory is vague, overly broad and would require CCGSS to speculate as to the information requested. Subject to all foregoing objections, and without waiving same, CCGSS responds to Interrogatory No. 5 by showing that the amount of time required for CCGSS to conduct a conflict check regarding legal cases brought by new clients is usually less than one day.

6.

Please explain any changes or modifications in procedures, methods, and/or computer program(s) that have occurred since August 1, 2003 that you use to conduct the firm's conflict of interest checks, if any.

RESPONSE:

CCGSS objects to Interrogatory No. 6 on the grounds that said Interrogatory is vague, overly broad and would require CCGSS to speculate as to the information requested. Subject to all foregoing objections, and without waiving same, CCGSS responds to Interrogatory No. 6 by showing that CCGSS has now switched to the "Client Profiles" computer software program to run conflict checks for CCGSS.

7.

Please explain why each change or modification you list in response to Interrogatory No. 6 was undertaken by the firm.

RESPONSE:

Subject to all foregoing objections, and without waiving same, CCGSS responds to Interrogatory No. 7 by showing that CCGSS switched to the "Client Profiles" computer software program to run conflict checks for CCGSS because the "Client Profiles" computer software program was purported to be easier and more efficient.

8.

State the firm name, address, and telephone number for every law firm and/or law office sharing a computer network with The Cochran Firm's Atlanta, Georgia office, which network makes it possible to access any part of that office's computerized data, especially regarding clients and their cases, employee information and/or attorney biographies or profiles, financial data, e-mail system, etc., and state what files are accessible by said network.

RESPONSE:

CCGSS objects to Interrogatory No. 8 on the grounds that said Interrogatory is vague, overly broad and would require CCGSS to speculate as to the information requested. Subject to all foregoing objections, and without waiving same, CCGSS responds to Interrogatory No. 8 by showing that CCGSS has only one law office in the United States and no other law firm and/or law office shares a computer network with that one office of CCGSS.

9.

State the firm name, address, and telephone number for every law firm and/or law office that shared a computer network with The Cochran Firm's Atlanta, Georgia office during any portion of the time period from August 1, 2003 until August 1, 2004, which network made it possible to access any part of that office's computerized data, especially regarding clients and their cases, employee information and/or attorney biographies or profiles, financial data, e-mail system, etc., and state what files were accessible by said network.

RESPONSE:

CCGSS further objects to Interrogatory No. 9 on the grounds that said Interrogatory is vague, overly broad and would require CCGSS to speculate as to the information requested. Subject to all foregoing objections, and without waiving same, CCGSS responds to Interrogatory No. 9 by showing that from August 1, 2003 until August 1, 2004 CCGSS had only one law office in the United States, and no other law firm and/or law office shared a computer network with that one office of CCGSS during that time period.

10.

State the firm name, address, and telephone number for every law firm and/or law office sharing a computer network with The Cochran Firm's Memphis, Tennessee office, which network makes it possible to access any part of that office's computerized data, especially regarding clients and their cases, employee information and/or attorney

biographies or profiles, financial data, e-mail system, etc., and state what files are accessible by said network.

RESPONSE:

CCGSS objects to Interrogatory No. 10 on the grounds that said Interrogatory is vague, overly broad and would require CCGSS to speculate as to the information requested. Subject to all foregoing objections, and without waiving same, CCGSS responds to Interrogatory No. 10 by showing that CCGSS does not have a law office in Memphis, Tennessee, and CCGSS does share a computer network with any law office in Memphis, Tennessee.

11.

State the firm name, address, and telephone number for every law firm and/or law office that shared a computer network with The Cochran Firm's Memphis, Tennessee office during any portion of the time period from August 1, 2003 until August 1, 2004, which network made it possible to access any part of that office's computerized data, especially regarding clients and their cases, employee information and/or attorney biographies or profiles, financial data, e-mail system, etc., and state what files were accessible by said network.

RESPONSE:

CCGSS objects to Interrogatory No. 11 on the grounds that said Interrogatory is vague, overly broad and would require CCGSS to speculate as to the information requested. Subject to all foregoing objections, and without waiving same, CCGSS

responds to Interrogatory No. 11 by showing that CCGSS did not have a law office in Memphis, Tennessee from August 1, 2003 until August 1, 2004, and CCGSS did not share a computer network with any law office in Memphis, Tennessee during that time period.

12.

Do any of The Cochran Firm offices presently share any common licensing agreements with computer software providers? If so, please identify the software and list the law offices sharing the software licensing agreements.

RESPONSE:

Subject to all foregoing objections, and without waiving same, CCGSS responds to Interrogatory No. 12 by showing that CCGSS does not presently share any common software licensing agreements with any other law office.

13.

Have any of The Cochran Firm offices within the last four years shared any common licensing agreements with computer software providers? If so, please identify the software and list the law offices that shared the software licensing agreements and give the dates of shared licensing.

RESPONSE:

Subject to all foregoing objections, and without waiving same, CCGSS responds to Interrogatory No. 13 by showing that CCGSS has not shared any common software licensing agreements with any other law office in the last four years.

14.

Do any of The Cochran Firm offices share a common federal tax identification number, and if so, which offices?

RESPONSE:

Subject to all foregoing objections, and without waiving same, CCGSS responds to Interrogatory No. 14 by showing that CCGSS does not share a common federal tax identification number with any other law office.

15.

Do any of The Cochran Firm offices share personnel, including attorneys, managers, and staff? If so, give the names of the persons, their positions with The Cochran Firm, and identify the law offices where they work.

RESPONSE:

Subject to all foregoing objections, and without waiving same, CCGSS responds to Interrogatory No. 15 by showing that CCGSS does not share personnel, including attorneys, managers, and staff, with any other law office.

16.

Since January 1, 2003, has any attorney of The Cochran Firm (employee or consultant) provided legal services to the firm's clients on cases that originated in a Cochran Firm office other than that attorney's home office? If so, provide the attorney's name, the home office of the attorney, identify the legal cases, and The Cochran Firm office where he/she worked on said legal matter.

RESPONSE:

CCGSS objects to Interrogatory No. 16 on the grounds that said Interrogatory is overly broad and unduly burdensome. CCGSS further objects to Interrogatory No. 16 on the grounds that said Interrogatory vague and would require CCGSS to speculate as to the information requested. Subject to all foregoing objections, and without waiving same, CCGSS responds to Interrogatory No. 16 by showing that since January 1, 2003, CCGSS has provided legal services to numerous CCGSS clients who have been referred to CCGSS from other law firms, however, CCGSS expressly denies that it has ever provided legal services to the Plaintiffs.

17.

Give the names and addresses of the insurers providing professional malpractice insurance coverage for The Cochran Firm.

RESPONSE:

Subject to all foregoing objections, and without waiving same, CCGSS responds to Interrogatory No. 17 by showing that Kissel & Pesce LLP, 555 White Plains Road, Tarrytown, New York 10591 provides CCGSS with malpractice insurance coverage.

18.

Do any of The Cochran Firm offices share insurance providers and/or policies covering the firm for malpractice? If so, name which of The Cochran Firm office share such insurers and/or policies.

RESPONSE:

Subject to all foregoing objections, and without waiving same, CCGSS responds to Interrogatory No. 18 by showing that CCGSS does not share malpractice insurance providers and/or malpractice policies with any other law firm.

19.

Do any of The Cochran Firm offices share any policies, agreements, or accounts with firms that provide health and/or life insurance, 401K plans and any other employee benefits for attorneys and/or staff, payroll services, expense and/or travel accounts, telephone accounts, corporate credit accounts, or any other accounts? If so, please name the companies providing coverage or service, the type of coverage or service provided, and state which law offices share common policies and/or service accounts.

RESPONSE:

CCGSS objects to Interrogatory No. 19 on the grounds that said Interrogatory is vague, overly broad and would require CCGSS to speculate as to the information requested. Subject to all foregoing objections, and without waiving same, CCGSS responds to Interrogatory No. 19 by showing that CCGSS does not share any health and/or life insurance, 401K plans and any other employee benefits for attorneys and/or staff, payroll services, expense and/or travel accounts, telephone accounts, corporate credit accounts, or any other accounts with any other law firms.

20.

