

IN THE STATE COURT OF FULTON COUNTY

STATE OF GEORGIA

KAREN BASS and)	
KAREN BASS MEDIA, LTD.,)	
)	CIVIL ACTION FILE
Plaintiffs,)	
)	NO. 16EV005327
vs.)	
)	
BRANDI N. KNOX and)	
OGLETREE, DEAKINS, NASH,)	
SMOAK & STEWART, PC,)	
)	
Defendants.)	

CONSOLIDATED PRETRIAL ORDER

The following constitutes the Consolidated Pretrial Order entered in the above-styled case after conference with counsel for the parties:

1.

The name, address and phone number of the attorneys who will conduct the trial are as follows:

For the Plaintiffs:

Linley Jones, Esq.
Angela Forstie, Esq.
THE LINLEY JONES FIRM, P.C.
3334 Peachtree Rd., NE
Suite CU-2
Atlanta, Georgia 30326
(404) 418-0000

For the Defendants:

Johannes S. Kingma, Esq.
Shannon M. Sprinkle, Esq.
Matthew A. Gass, Esq.
Carlock, Copeland & Stair, LLP
191 Peachtree Street NE
Suite 3600
Atlanta, Georgia 30303
(404) 221-2278
(404) 221-2330
(404) 221-2299

2.

Plaintiffs: The estimated time required for trial is 8-10 business days.

Defendants: The estimated time required for trial is 5-7 days.

3.

There are no motions or other matters pending for consideration by the Court except as follows:

For the Plaintiffs:

- (a) Plaintiffs' Motions in Limine filed on November 3, 2017; and
- (b) Objections to deposition testimony.

Plaintiffs reserve the right to bring additional motions in limine at trial.

For the Defendants:

- a) The parties have filed motions in limine and objections to deposition testimony which need to be taken up by the Court. Based on the Court's dismissal of Plaintiffs' Intentional Infliction of Emotional Distress claim, further motions in limine may be required.
- b) Pre-trial motion argument or briefing may be required as to the calculation and application of exchange rates.

4.

The jury will be qualified as to the relationship with the following:

For the Plaintiffs:

- a. Are any of you related by blood or marriage to Plaintiff Karen Bass?
- b. Are any of you related by blood or marriage to Linley Jones, or any employee of The Linley Jones Firm, P.C.?
 - c. Are any of you officers, directors, employees, stockholders or policyholders of Lloyd's of London Syndicate No. 2987?
 - d. Are any of you officers, directors, employees, stockholders or policyholders of Scottsdale Insurance Company, otherwise known as Huntersure?
 - e. Are any of you officers, directors, employees, stockholders or policyholders of Aspen Specialty Insurance Company?
 - f. Are any of you officers, directors, employees, stockholders or policyholders of Swiss Re International SE?
 - g. Are any of you officers, directors, employees, stockholders or policyholders of Ironshore Specialty Insurance Company?
 - h. Are any of you related by blood or marriage to any officers, directors, employees, stockholders or policyholders of any of the companies we just listed?
 - i. Are any of you related by blood or marriage to attorney Brandi Knox?
 - j. Are any of you employees, officers, or directors of Ogletree, Deakins, Nash, Smoak, & Stewart, P.C.?
 - k. Are any of you related by blood or marriage to any employee, officer, or director of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.?

Plaintiffs object to Defendants' proposed qualification as to Plaintiffs' previous lawyers in the underlying matter as they have no financial interest in the outcome of this case.

For the Defendants:

- a. Plaintiffs;
- b. Counsel for Plaintiffs;
- c. National Geographic;
- d. Cantrell Cohen;
- e. Shipman Goodwin;
- f. Ogletree Deakins, Nash, Smoak & Stewart, PC;
- g. Littler Mendelson;
- h. IFA Media;
- i. BBC; and
- j. The Fogle Law Firm.

Defendants suggest qualification as to insurers should be limited to stockholders, officers or directors of those entities only

5.

For the Plaintiffs:

a. All discovery has been completed, unless otherwise noted, and the Court will not consider any further motions to compel discovery except for good cause shown. The parties, however, shall be permitted to take the depositions of any person(s) for the preservation of evidence for use at trial.

The depositions of the following persons for purposes of discovery may still be taken by the parties: None.

For the Plaintiffs: Plaintiffs reserve the right to subpoena trial evidence including, but not limited to, Defendant Brandi Knox's tax returns, check stubs, and bank records, and Defendant

Ogletree, Deakins, Nash, Smoak & Stewart's tax returns, financial documents, and bank records, should the jury find that punitive damages are warranted.

b. Unless otherwise noted, the names of the parties shown in the caption to this Order are correct and complete and there is no question by any party as to misjoinder or nonjoinder of any parties.

6.

The following is the Plaintiffs' brief and succinct outline of the case and contentions: Plaintiff Karen Bass ("Ms. Bass") is a citizen of the United Kingdom who has established a career as an Emmy award-winning wildlife documentary filmmaker. Ms. Bass' career began in 1984 with a role at the BBC, where she worked until late 2009. After leaving the BBC, Ms. Bass started her own company, Karen Bass Media, Ltd. ("Bass Media"). In early 2010, Ms. Bass, through Bass Media, secured a prestigious contract with National Geographic to develop a program known as *Wild Americas*.

Ms. Bass began her work on *Wild Americas* in early 2010 and initially worked under a contract that ran from February 8, 2010 through May 14, 2010. At the end of that contract, Ms. Bass, again through Bass Media, continued to work with National Geographic, this time pursuant to a contract running from May 10, 2010 through May 31, 2012.

Under her second contract, Ms. Bass was required to travel to Washington, DC every two months and stay for one to two weeks. Because of the amount of time the contract required Ms. Bass to be in the United States, it was necessary for her to obtain a U.S. visa. Prior to this time, she had been traveling under the ESTA waiver program, which allowed her to travel freely between the United States and the United Kingdom, subject to restrictions as to the length of

those stays. The ESTA waiver did not accommodate the lengthy time period that National Geographic required Ms. Bass to be in the United States for work purposes.

Consequently, the law firm of Littler Mendelson, P.C. was hired to obtain an O-1 visa for Ms. Bass. At that time, Defendant Brandi Knox (“Attorney Knox”) was an associate with Littler Mendelson. Because National Geographic was sponsoring the visa, it was the “petitioner” on the visa application and Ms. Bass was the “beneficiary” of that visa.

In 2011, Megan Edwards was a senior vice president and senior associate general counsel with National Geographic. Unbeknownst to Ms. Edwards, Attorney Knox signed Ms. Edwards’ name on Ms. Bass’ 2011 visa application and submitted the forged application to the United States government for processing.

When Ms. Bass’ second contract expired, she continued to work for National Geographic through Bass Media, this time under a contract to provide services through July 31, 2015. This third contract provided for annual compensation of £149,500, with a 3% raise each year. Because of the time she spent in the United States working under the third contract, Ms. Bass’ O-1B visa had to be renewed annually.

Meanwhile, in August 2012, Attorney Knox left Littler Mendelson, PC and joined Defendant Ogletree, Deakins, Nash, Smoak, & Stewart, PC (“Ogletree Deakins”) as an associate. At Ogletree Deakins, Attorney Knox continued to represent Plaintiffs and in 2012, Attorney Knox prepared a renewal petition for Ms. Bass’ O-1B visa. Attorney Knox did not communicate with Ms. Edwards in any way prior to filing the 2012 renewal. Rather, she forged Ms. Edwards’ name on the documentation and submitted it for processing to United States Customs and Immigration Services.

Again in 2013 and 2014, Attorney Knox prepared Ms. Bass' visa renewals. As she had done in the previous years, Attorney Knox forged Ms. Edwards' name to those petitions without first speaking with Ms. Edwards and without Ms. Edwards' knowledge.

Although she personally signed Ms. Edwards' name on Ms. Bass' visa petitions, Attorney Knox nonetheless informed her clients that she was sending the visa petitions to National Geographic for signature. Each year, Ms. Bass' O-1 visa was granted and she had no reason to believe the petitions were fraudulent in any way.

On October 30, 2014, shortly after submission of Ms. Bass' 2014 visa renewal petition, the United States visa processing center in Kentucky contacted Ms. Edwards with a question about the visas. Ms. Edwards told the processing center that she had not signed visa renewals for Ms. Bass. Ms. Edwards subsequently looked at signatures on the applications that the government provided to her and confirmed that she did not sign the documents. These communications were how Ms. Edwards learned for the first time that her name had been signed by someone else on Ms. Bass' visa renewals in 2012, 2013, and 2014.

After speaking with the visa processing center, it was clear to Ms. Edwards that Ms. Bass' visa was not valid and she could not travel into the United States. As a result, on October 30, 2014, National Geographic terminated Plaintiffs' contract.

Attorney Knox spoke to Ms. Edwards after Ms. Bass and Bass Media were terminated. During this phone call, Attorney Knox told Ms. Edwards that Ms. Bass told her that she had a power of attorney that would permit Attorney Knox to sign Ms. Edwards' name on the visa applications, thereby implicating her own client in the forgery.

After Ms. Bass' termination, National Geographic and Ms. Bass immediately had conflicting interests. However, Attorney Knox and Ogletree Deakins continued to represent both National Geographic and Plaintiffs, providing legal advice to each party separately.

Ms. Bass subsequently retained several different attorneys to assist with issues arising from the termination and the forgery. Specifically, she hired attorneys Aileen Cohen, Brenda Eckert, Ross Garber, and Katie Fitchett to resolve issues with National Geographic and obtain a new visa for entry into the United States. Ms. Bass incurred significant legal fees associated with these services.

Ms. Bass' subsequent attorneys reached out to Ogletree Deakins for assistance in obtaining all communications with the government regarding Plaintiffs and to obtain a written explanation to the government regarding Ms. Bass' visa applications so she would not be implicated in the visa fraud. Although Ogletree Deakins agreed to assist with this process, it failed to provide Ms. Bass' file to her attorneys for several months and also refused to provide the promised letter for months on end. Despite regular attempts to obtain the explanation and despite knowledge that its refusals were harming Ms. Bass and Bass Media, Ogletree Deakins did not send the requested explanation until August 18, 2015, nearly ten (10) months after the forgeries were discovered and Plaintiffs' contract with National Geographic was terminated.

On or about September 18, 2015, Ms. Bass was granted a B1/B2 Visa for travel to the United States. By that time however, Ms. Bass and Bass Media had already suffered significant financial damage, Ms. Bass' career had been stagnant for nearly a year, and Ms. Bass' reputation throughout the industry was tarnished. Although Ms. Bass was allowed to work for a third party temporarily after her termination so she could complete a project for National Geographic, she was not able to secure additional long-term work with any company until January 2018. The

contract that Ms. Bass and Bass Media finally secured is for work at a decreased rate from that previously earned, through a small Asian film company. Plaintiffs have never been given another opportunity to work for National Geographic.

After her termination and throughout the time that she was unable to enter the United States, Ms. Bass suffered significant emotional distress that was accompanied by physical symptoms including weight loss, heaving, nausea, and trouble sleeping. Defendants' behavior in delaying the explanation for the government for ten (10) months aggravated and increased her severe distress.

As a result of Defendants' actions described above, Plaintiffs bring this lawsuit and assert the following claims:

- (a) Negligent legal representation a/k/a legal malpractice;
- (b) Breach of fiduciary duties;
- (c) Respondeat superior for the acts of Attorney Knox and supervising attorney Jay Ruby;
- (d) Negligence per se for violations of 18 U.S.C. § 1546(a) and 8 C.F.R. § 103.2;
- (e) Breach of contract;
- (f) Negligent misrepresentation;
- (g) Fraud;
- (h) Punitive damages; and
- (i) Attorneys' fees and expenses under O.C.G.A. § 13-6-11.

Plaintiffs seek the following damages set forth in Section 11, below.

7.

The following is the Defendant's brief and succinct outline of the case and contentions:

(a). Defendants' Succinct Outline of Case

Karen Bass is a wildlife video producer from England who worked for the BBC for 25 years. In 2009, the BBC asked her to take early retirement and she obliged. Bass was unemployed for approximately five months before she signed two short-term agreements to work with National Geographic as an independent contractor. National Geographic agreed to sponsor an Bass's visa petition so that she could travel to the United States for work. National Geographic suggested Bass retain the law firm Littler Mendelson to prepare the visa petition. Brandi Knox was one of the attorneys at Littler who worked on Bass's petition. Knox discussed the petition several times with Megan Edwards (in-house counsel for National Geographic) and sent the petition to her for signature. After discussions with Edwards about approval of the petition, Knox signed on Edwards's behalf, and filed it with the United States Citizenship and Immigration Service ("USCIS"). Edwards returned signed copies of the visa petition to Knox by e-mail and mailed the originals to Knox by overnight mail. Bass's O-1B visa was approved for one year in November 2011.

In June 2012, National Geographic entered into a contract with Bass's company, Karen Bass Media, Ltd. for which Bass would provide production services to National Geographic as an independent contractor through July 31, 2015. National Geographic had the right to terminate Bass at any time without cause. Because she was a British citizen, Bass had to renew her visa each year she was under contract with National Geographic.

National Geographic authorized Bass to seek renewals of her O-1B visa in 2012, 2013, and 2014. Knox – who moved to Ogletree Deakins in 2012 – was retained by National Geographic as the petitioner of the visa and Bass as the beneficiary of the petition to file the

renewals. Each renewal was approved and Bass continued producing natural history series for National Geographic. Knox believed she had permission to sign Edwards's name to the renewals.

National Geographic had been facing financial difficulties for several years and had to lay off a large number of staff in 2012. In 2013, National Geographic entered an agreement to lend Bass out to Nat Geo WILD (a separate entity) in exchange for nearly \$100,000 because National Geographic could not afford her contract. Bass produced Wild Yellowstone for Nat Geo WILD. In September of 2014, Brooke Runnette (President of the National Geographic Society) e-mailed Bass to inform her that National Geographic was in a tight financial squeeze and that they would not grant her requests to attend film festivals unless they had a particular purpose. She also told Bass they needed to have a meeting because Bass was one of the most expensive persons on staff and Runnette had no idea what Bass was doing most of the time. In the fall of 2014, National Geographic went through another round of layoffs. The following year, National Geographic sold a majority of its ownership interest to Fox, which resulted in the largest staff reduction in the company's history. Fox is now looking to sell its stake in National Geographic to Disney.

On October 30, 2014, Edwards was contacted by the Consular Center with general questions about several visa renewals, including Bass's renewal. Through this inquiry, Edwards noticed that someone had signed her name to Bass's renewal petitions. That same day – without reaching out to Bass or Knox – Edwards and her colleague, Jeff Hasler, called Bass to inform her that she was being terminated. During that phone call, Hasler told Bass that financial reasons played a role in her termination. Edwards later told Knox that she understood the signature issue was a misunderstanding. National Geographic also asked Knox to withdraw Bass's 2014 renewal petition – which had already been approved – because the visa would not be valid as National Geographic had terminated the contract. The withdrawal was approved on April 8, 2015.

Less than a month after Bass was terminated, Nat Geo WILD rehired her to continue her work on Wild Yellowstone. Bass finished working on Wild Yellowstone in May 2015. Since her termination, Bass pitched several different project ideas to sixteen different production companies. Nat Geo WILD seriously considered green lighting three of Bass's proposals and made it clear that it only wanted to work with Bass on those projects. Nat Geo WILD passed on American Nile and Frozen Alaska because Bass's proposed budgets were too high and National Geographic was facing financial pressures. As recent as a few months ago, Nat Geo WILD was considering Bass's third proposed project that it deemed too confidential to disclose. That project was ultimately not green lit. No one at National Geographic ever said that Bass could not be hired for a project.

Bass did not apply for a new United States visa until August of 2015. Her application was approved in one month.

While Bass was continuing to pitch ideas, she was also hired to lecture on expeditions around the world. Bass received free passage and paid travel expenses for what would otherwise be expensive expeditions. Bass also used these expeditions to develop new ideas for projects. Bass has traveled to six continents since her termination.

In December 2016, Bass was hired by IFA Media to produce three "blue-chip" theatrical productions. A few months later, Bass was bestowed the great honor of being inducted into the Royal Geographical Society. In January 2018, IFA Media signed Bass to a long-term contract through March 2020. IFA Media is paying Bass monthly, covering her insurance, and paying two separate commissions for each of project she completes.

Bass is seeking a windfall for alleged lost profit damages through a retirement age of 70 in 2029; damages which are based entirely on total speculation and guesswork. Bass was under contract with National Geographic until July 31, 2015. Bass has failed to present any evidence or testimony that any future contract would have been signed or what the terms of such a contract would have been. To claim that National Geographic would have continued to rehire Bass for another fourteen years at the same price of her last contract is complete conjecture with no basis in fact.

Bass similarly cannot show that her reputation had been harmed or that anyone has refused to hire her because of her past visa issue. To the contrary, her newest contract with IFA Media shows she is actively working and has secured comparable future employment in her field.

Bass has continued to travel the world, receive honorable distinctions in her field, and is producing several blue-chip films. Despite her enviable endeavors since her termination, Bass is seeking windfall damages, for which the Defendants are simply not liable.

(b). Defendants' Contentions

Plaintiffs filed this lawsuit, listing a multitude of claims, and seeking windfall damages. However, Plaintiffs seek not only argued compensatory legal malpractice damages but wrongly ask that the Defendants be found liable for fraud, misrepresentations, and punitive damages; all of which are simply not supported by a simple misunderstanding over the rights to sign someone else's name, when the authorization to file the visa petition was never in question. Bass's claims fail because:

1. Plaintiffs cannot prove that any damages resulted from the actions of the Defendants;
2. Plaintiffs' alleged damages are speculative and fail as a matter of law;
3. Bass did not suffer any harm to her reputation;
4. Bass was never prevented from working for any production companies, including National Geographic;
5. Bass cannot prove any lost profit damages;
6. Defendants did not represent Bass Media;
7. Knox made a simple mistake and did not intend to mislead Bass;
8. There was widespread confusion about the USCIS's policy on attorneys signing for clients, and thus Knox believed she was complying with accepted signature practices;
9. Bass did not justifiably rely upon any representations by Knox;
10. Bass's breach of fiduciary duty and breach of contract claims are duplicative of her legal malpractice claim and fail as a matter of law;
11. Bass was not in the class of people federal immigration statutes were intended to protect, and the type of injury she is alleging is not the type of injury the statutes were intended to prevent;
12. Plaintiffs cannot prove by clear and convincing evidence that the Defendants' actions showed willful misconduct, malice, fraud, wantonness, oppression, or the entire want of care to justify an award of punitive damages; and
13. Plaintiffs are not entitled to attorney's fees pursuant to O.C.G.A. § 13-6-11.

8.

For the Plaintiffs:

The issues for determination by the jury are as follows: attorney-client relationship, breach of duty, liability for causes of action asserted, breach of contract, proximate cause, damages, respondeat superior, litigation expenses and punitive damages.

Plaintiffs object to any assertion of comparative or contributory negligence by Defendants.

For the Defendants:

- a. Did Defendants represent Bass Media, Ltd.?
- b. Did Plaintiffs prove that Defendants failed to exercise ordinary care, skill, and diligence in their representation of Plaintiffs?
- c. If so, did Plaintiffs incur any damages as a direct result of Defendants' actions?
- d. If so, what amount of damages did Plaintiffs incur as a direct result of Defendants actions?
- e. If Plaintiffs incurred damages as a direct result of Defendants' actions, what percentage of those damages was caused by the following parties (must total 100%):
 1. Plaintiffs _____%
 2. Defendants _____%
- f. What amount of past damages, if any, did Plaintiffs incur?
- g. What amount of future damages, if any, did Plaintiffs incur?
- h. Did plaintiffs prove that the defendants acted in bad faith, were stubbornly litigious, or have caused the plaintiffs unnecessary trouble and expense?
- i. Are Plaintiffs entitled to expenses of litigation? If so, what amount?

j. Did Plaintiffs prove, by clear and convincing evidence, that Defendants' actions showed willful misconduct, malice, fraud, wantonness, oppression, or that entire want of care which would raise the presumption of conscious indifference to consequences so that Plaintiffs are entitled to recover punitive damages?

k. If so, did Plaintiffs prove that Defendants acted with the specific intent to cause it harm?

l. If so, are Plaintiffs entitled to punitive damages?

9.

Specifications of negligence including the applicable code sections are as follows:

For the Plaintiffs:

(a) Defendants were negligent in their legal representation of Plaintiffs Karen Bass and Karen Bass Media, Ltd., constituting legal malpractice;

(b) Defendants breached their fiduciary duties to Plaintiffs Karen Bass and Karen Bass Media, Ltd.;

(c) Defendants are liable for negligence per se, arising from Attorney Knox's violation of 18 U.S.C. § 1546(a) and 8 C.F.R. § 103.2;

(d) Defendants are liable for negligent misrepresentations made to Ms. Bass in the course of their representation of Karen Bass and Karen Bass Media, Ltd.;

(e) Defendant Ogletree Deakins is liable for the acts of Attorney Brandi Knox and her supervising attorney, Jay Ruby, under respondeat superior as set forth in O.C.G.A. § 51-2-2.

For the Defendants:

Common law governing claims for professional negligence. In order for Plaintiffs to recover against Defendants, Plaintiffs must prove that Defendants breached a duty owed to

Plaintiffs and that such breach proximately caused Plaintiffs to incur damages directly as a result of Defendants' conduct. O.C.G.A. §13-6-11 is applicable to Plaintiffs' claim for attorney's fees. O.C.G.A. §51-12-5.1 is applicable to Plaintiffs' claim for punitive damages.

10.

If the case is based on a contract, either oral or written, the terms of the contract are as follows (or, contract is attached as an Exhibit to this Order):

For the Plaintiffs:

Pursuant to an oral contract and additional terms set forth in emails between the parties, Defendants Ogletree Deakins and Attorney Knox agreed to represent Plaintiffs Karen Bass and Karen Bass Media, Ltd. for the purpose of obtaining a visa for Karen Bass to perform work for National Geographic under a contract between National Geographic and Karen Bass Media, Ltd. Pursuant to Georgia law, there was an implied covenant of good faith and fair dealing. The services were based on an oral contract and there is no written agreement memorializing the scope of representation.

For the Defendants:

Plaintiffs did not have a written contract with Defendants. To the extent Plaintiffs are seeking damages for breach of contract, that claim is duplicative of their legal malpractice claim arising from the attorney-client relationship between Bass and Defendants

11.

The types of damages and the applicable measure of those damages are stated as follows:

For the Plaintiffs:

Plaintiffs are entitled to receive compensation for the losses and damages that they have sustained and will sustain including, but not limited to: (a) past lost wages totaling no less than

\$659,090; (b) future lost wages totaling no less than \$1,249,886.00; (c) past attorneys' fees from the underlying case totaling \$81,573.00; (d) general damages for loss to reputation and emotional distress; (e) punitive damages; (f) attorneys' fees as established by a contingency fee contract and testimony that will be provided at trial as to hours and rates currently totaling \$694,945.00, which continue to accrue; and (g) litigation expenses, which are currently in the amount of \$55,513.39 and continue to accrue. In addition, should Plaintiffs receive a verdict in excess of \$1,518,033.00, they are entitled to pre-judgment interest pursuant to the unliquidated damages demand letter sent pursuant to O.C.G.A. § 51-12-14 on February 5, 2016.

For the Defendant:

Plaintiffs' damages are limited to those they can prove were incurred directly as a result of Knox signing Bass's visa petition renewals on behalf of National Geographic.

Plaintiffs must calculate, with specificity, damages they allege they would not have incurred but for Defendants' alleged negligence.

Pursuant to O.C.G.A. § 13-6-11, Plaintiffs may only recover their expenses of litigation if they prove Defendants have acted in bad faith, been stubbornly litigious, or caused them unnecessary trouble and expense.

Pursuant to O.C.G.A. § 51-12-5.1(b), Plaintiffs may only recover punitive damages if they prove "by clear and convincing evidence that the defendant's actions showed willful misconduct, malice, fraud, wantonness, oppression, or that entire want of care which would raise the presumption of conscious indifference to consequences." Pursuant to O.C.G.A. § 51-12-5.1(f) and (g), punitive damages are statutorily capped at \$250k unless Plaintiffs prove that Defendants acted "with the specific intent to cause harm."

Pursuant to O.C.G.A. § 51-12-33(g), Plaintiffs shall not be entitled to receive any damages if they are 50 percent or more responsible for the injury or damages claimed.

12.

The following facts are stipulated:

For the Plaintiffs:

Currency exchange rates between the USD and British Pound are established by the United States Department of the Treasury and such rates are set forth in the Order for Judicial Notice entered on November 19, 2017.

For the Defendants:

Defendants agree to stipulated currency exchange rates however do not agree that Plaintiffs' damages are fixed to a prior point in time.

13.

The following is a list of all documentary and physical evidence that will be tendered at the trial by the parties. The parties have not stipulated as to the authenticity of the documents listed and the exhibits listed may not be admitted without further proof of authenticity. All exhibits shall be marked by counsel prior to trial so as not to delay the trial before the jury.

a. By the Plaintiffs: Please see Exhibit A attached hereto. Plaintiffs reserve the right to amend their exhibit list five (5) days prior to trial and will provide the same to Defendants in advance of trial pursuant to this Court's Feb. 6, 2018 Notice of Jury Trial and accompanying instructions. Additional exhibits will be comprised of deposition exhibits; Ms. Bass' visa application and renewals for the years 2011, 2012, 2013, and 2014; contracts between NGHT, LLC and Karen Bass Media, Ltd.; emails produced throughout the course of discovery in this case; documents produced by third parties including: National Geographic, Littler Mendelson,

Shipman & Goodwin, Infocus Asia, Ian Bascombe, Fragomen, Del Rey, Bernsen & Loewy, LLP, and Cantrell Cohen; documents evidencing Plaintiffs' work and earnings; productions or parts thereof produced by Plaintiffs; Ms. Bass' TED Talk; *Wild Yellowstone*; the Georgia Rules of Professional Conduct; applicable Federal Statutes and Regulations; and other documents and video produced during the course of discovery in this case.

Plaintiffs also reserve the right to submit any documents necessary for impeachment or rebuttal, and any documentary and physical evidence listed by Defendants below. Additionally, Plaintiffs intend to use documents evidencing Defendants' earnings and assets, should the jury find that punitive damages are warranted.

Plaintiffs reserve the right to supplement this list with any clearer, more reliable or more specifically itemized documents which are provided to the defense with sufficient notice prior to trial.

b. By the Defendants: Defendants (all exhibits include attachments thereto:

Please see EXHIBIT A attached hereto.

Defendants reserve the right to amend their exhibit list five (5) days prior to trial.

Defendants reserve the right to amend this exhibit list before trial to rebut any exhibits identified by Plaintiffs which were not previously identified in discovery. Such amendment, however, shall not waive any objections Defendants may have to such late-identified evidence. Defendants further reserve the right to object to the admission of each exhibit identified by Plaintiffs on various evidentiary grounds. Defendants further reserve the right to amend their exhibit list to introduce evidence to rebut certain character attacks, if any, made by Plaintiffs in the event Judge Eady permits introduction of such evidence.

Defendants also reserve the right to introduce any exhibits not included on Defendants' exhibit list which are necessary for rebuttal and/or impeachment.

Defendants reserve the right to introduce any exhibits identified on Plaintiffs' Exhibit List.

The parties hereby give notice of their intentions to use demonstrative exhibits and electronic copies of exhibits identified above at trial.

14.

Special authorities relied upon by the Plaintiffs relating to peculiar evidentiary or other legal questions are as follows: 18 U.S.C. § 1546(a); 8 C.F.R. § 103.2; O.C.G.A. § 51-2-2; O.C.G.A. § 13-6-11; and O.C.G.A. § 51-12-5.1.

15.

Special authorities relied upon by the Defendant relating to peculiar evidentiary or other legal questions are as follows:

Defendants rely on the authorities outlined in their Brief in Support of Summary Judgment; Defendants' Reply Brief in support of Summary Judgment; Defendants' Response Brief to Plaintiffs' Partial Motion for Summary Judgment; Defendants' Motions in Limine or opposition to Plaintiffs' Motions in Limine; and those already stated in this pretrial order. Defendants further request bifurcation of punitive damages on issues pursuant to O.C.G.A. § 51-12-5.1(d).

16.

All requests to charge anticipated at the time of trial will be filed in accordance with Rule 10.3 and this Court's Feb. 6, 2018 Notice of Jury Trial and accompanying instructions.

The testimony of the following persons may be introduced by deposition:

For the Plaintiffs:

- (a) Megan Edwards;
- (b) Janet Vissering;
- (c) Ian Bascombe;
- (d) Katie Fitchett;
- (e) Amanda Wheelless;
- (f) Andrew Merrills;
- (g) Sarah Hawk;
- (h) Aileen Cohen;
- (i) Ross Garber;
- (j) Brenda Eckert;
- (k) Karen Greenfield, as the 30(b)(6) deponent for National Geographic Partners, LLC;
- (l) Frank Smith, as the 30(b)(6) deponent for Infocus Asia;
- (m) Brandi Knox;
- (n) Jay Ruby;
- (o) Chuck Kuck; and
- (p) Neil Nightingale.

Plaintiffs reserve the right to introduce deposition testimony of any witness listed in paragraph 19(a) or (b) who becomes unavailable to attend trial in person. Depositions (or portions thereof) of all live witnesses may be introduced for purposes of impeachment.

For the Defendant:

- a. Ian Bascombe
- b. Aileen Cohen
- c. Brenda Eckert
- d. Megan Edwards
- e. Katie Fitchett
- f. Ross Garber
- g. National Geographic Partners
- h. Neil Nightingale
- i. Janet Vissering
- j. Frank Smith, IFA Media

Both parties reserve the right to supplement this portion of the pretrial order should such other deposition testimony become necessary and upon timely notice to the parties.

Any objection to the depositions or questions or arguments in the depositions shall be called to the attention of the court prior to trial.

Defendants do not agree to the use of video deposition testimony for any witness called live, except for impeachment purposes.

18.

The following are a list of witnesses the

- a. Plaintiffs will have present at trial: Plaintiff Karen Bass, Neil Nightingale, and Charles Kuck, Esq.

b. Plaintiffs may have present at trial: Jay Ruby, Esq.; Gregory Hare, Esq.; Andrea Richardson; Azzleeta Bynum; Cynthia Coulange, Esq.; Kendall West; Jeff Hasler; Geoff Daniels; Ashley Hoppin; Vincent Dambra, Esq.; Allen Feuer; Edward Siskel, Esq.; Charles Kuck, Esq.; Ian Macdonald, Esq.; Emily Liss, Esq.; Linley Jones, Esq.; and Angela Forstie, Esq. Plaintiffs reserve the right to call any witnesses listed in Section #19 (c) or (d), and any witness necessary for purposes of impeachment, rebuttal, authentication of evidence, or laying the foundation for evidence, as well as any witness identified during exchange of discovery. The Plaintiffs may supplement this list upon sufficient notice to Defendants' counsel prior to trial.

c. Defendants will have present at trial: Brandi Knox, a trial representative of Ogletree, Deakins, Nash, Smoak and Stewart, PC, and Randy Mayer.

d. Defendants may have present at trial: Sarah Hawk, Andrew Merrills, Jay Ruby, Christopher Mixon, any witness listed by another party, any witness necessary to authenticate records, and any witness necessary for impeachment or rebuttal.

Opposing counsel may rely on representation by the designated party that he will have a witness present unless notice to the contrary is given in sufficient time prior to trial to allow the other party to subpoena the witness or obtain his testimony by other means.

For the Defendants: The parties shall each provide the Court with a witness list at the start of trial identifying the witnesses that are likely to be called at trial (and specifying whether they will be called live, by video, or by reading-in a deposition). These lists are to assist the Court in managing the trial and nothing shall prohibit a party from calling a witness not on the witness list to testify (so long as the witness has been identified in discovery and in the Pre-trial Order).

Plaintiffs object to Defendants' request for a witness list at the start of trial, above.

19.

The form of all possible verdicts to be considered by the jury are as follows:

For the Plaintiffs:

(a) We, the jury, find in favor of the Plaintiffs Karen Bass and Karen Bass Media, Ltd. and against the Defendants Brandi Knox and Ogletree, Deakins, Nash, Smoak & Stewart, P.C. in the amount of:

Past Lost Wages: \$ _____

Future Lost Wages: \$ _____

General Damages: \$ _____

(b) We further find that expenses of litigation, including attorneys fees, [check one] _____ are _____ are not warranted. [If warranted] We the jury find that expenses of litigation, including attorneys' fees, are warranted in the amount of \$ _____.

(c) We further find that punitive damages [check one] _____ are _____ are not warranted; or

(d) _____ We, the jury, find in favor of the Defendants and against the Plaintiffs.

For the Defendants: Defendants will present a proposed verdict form at the start of trial or as directed by the Court.

20.

- a. The possibilities of settling the case are poor.
- b. The parties do want the case reported.
- c. The cost of take-down will be paid equally by the parties.
- d. Other matters:

Trial by 12-person jury.

The parties and counsel for the parties shall be permitted to enter the courtroom with audio-visual multimedia and computer equipment (including, but not limited to, a projector, a projector screen, flat panel monitors, a DVD player, laptops, smart phones, tablets, televisions, monitors, an ELMO visualizer, cables, power cords, power strips surge protectors, easels, charts, equipment cards and/or hand carts) for the purpose of presentation of evidence and/or demonstration at trial. The parties and counsel for the parties shall also be permitted early entry to the courtroom each day of trial (no later than 7:45 am) for purposes of setting up such equipment.

This 1 day of March, 2018.

Respectfully submitted,



Linley Jones
State Bar No. 403045
Angela Forstie
State Bar No. 940654
Attorneys for Plaintiffs

THE LINLEY JONES FIRM, P.C.
3334 Peachtree Road, N.E.
Suite CU-2
Atlanta, GA 30326
Tele: (404) 418-0000
Fax: (404) 418-0044
linley@linleyjones.com
angela@linleyjones.com

**SIGNED BY LINLEY JONES
WITH EXPRESS PERMISSION**



Johannes S. Kingma
State Bar No. 421650
Shannon M. Sprinkle

State Bar No. 495095
Matthew A. Gass
State Bar No. 360755
Attorneys for Defendants

Carlock, Copeland & Stair, LLP
191 Peachtree Street NE
Suite 3600
Atlanta, Georgia 30303
Tele: (404) 522-8220
Fax: (404) 523-2345
jkingma@carlockcopeland.com
ssprinkle@carlockcopeland.com
mgass@carlockcopeland.com

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

KAREN BASS and)	
KAREN BASS MEDIA, LTD.,)	
)	CIVIL ACTION FILE
Plaintiffs,)	
)	NO. 16EV005327
vs.)	
)	
BRANDI N. KNOX and)	
OGLETREE, DEAKINS, NASH,)	
SMOAK & STEWART, PC,)	
)	
Defendants.)	

It is hereby ordered that the foregoing, including the attachments thereto, constitutes the PRETRIAL ORDER in the above case and supersedes the pleadings which may not be further amended except by order of the court to prevent manifest injustice.

This ____ day of March, 2018.



Judge Fred C. Eady
State Court of Fulton County

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

KAREN BASS and)	
KAREN BASS MEDIA, LTD.,)	
)	CIVIL ACTION FILE
Plaintiffs,)	
)	NO. 16EV005327
vs.)	
)	
BRANDI N. KNOX and)	
OGLETREE, DEAKINS, NASH,)	
SMOAK & STEWART, PC,)	
)	
Defendants.)	

CERTIFICATE OF SERVICE OF DISCOVERY

COME NOW, Karen Bass, and Karen Bass Media, Ltd., Plaintiffs in the above-styled action, and certify that the undersigned has this day served the opposing party with a copy of the within and foregoing Consolidated Pretrial Order via the Court's electronic filing system and U.S. mail with correct postage attached thereto and addressed as follows:

Johannes S. Kingma, Esq.
Shannon M. Sprinkle, Esq.
Matthew A. Gass, Esq.
Carlock, Copeland & Stair, LLP
191 Peachtree Street, N.E., Suite 3600
Atlanta, GA 30303
jkingma@carlockcopeland.com
ssprinkle@carlockcopeland.com
mgass@carlockcopeland.com

Signature on following page

This 1 day of March, 2018.



Linley Jones
Georgia Bar No. 403045
Angela Forstie
Georgia Bar No. 940654
Attorneys for Plaintiffs

THE LINLEY JONES FIRM, P.C.
3334 Peachtree Road, N.E.
Suite CU-2
Atlanta, GA 30326
Tele: (404) 418-0000
Fax: (404) 418-0044
linley@linleyjones.com
angela@linleyjones.com

RULE 36.4 STATEMENT: This signature is affixed to Certificate of Service of Consolidated Pretrial Order in the matter of *Karen Bass and Karen Bass Media, Ltd. v. Brandi Knox, Esq., et al.*, in the State Court of Fulton County, Civil Action File No. 16EV005327.