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IN THE SUPERIOR COURT OF FULTON COUNTY  
STATE OF GEORGIA

CONSUMER CREDIT RESEARCH )  
FOUNDATION, )  
 )  
Plaintiff, )  
 ) CIVIL ACTION FILE  
vs. )  
 ) NO. 2015CV262308  
BOARD OF REGENTS OF THE )  
UNIVERSITY SYSTEM OF )  
GEORGIA, et al., )  
 )  
Defendants. )

DEPOSITION OF  
CONSUMER CREDIT RESEARCH FOUNDATION  
30(b)(6)  
Given By:

HILARY B. MILLER

APRIL 27, 2016  
11:30 A.M.

303 PEACHTREE STREET, N.E.  
SUITE 5300  
ATLANTA, GEORGIA

JUDY J. SMITH, CCR-A-521

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<p>1 INDEX TO EXAMINATION</p> <p>2</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">Examination</td> <td style="width: 30%; text-align: right;">Page</td> </tr> <tr> <td>Examination by Ms. Weismann</td> <td style="text-align: right;">5</td> </tr> <tr> <td>Examination by Ms. Colangelo</td> <td style="text-align: right;">70</td> </tr> <tr> <td>Further Examination by Ms. Weismann</td> <td style="text-align: right;">73</td> </tr> <tr> <td style="text-align: center;">- - -</td> <td></td> </tr> </table> <p>7 INDEX TO EXHIBITS</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">Defendant's Exhibit</td> <td style="width: 30%; text-align: right;">Page</td> </tr> <tr> <td>Exhibit CFA-1</td> <td style="text-align: right;">18</td> </tr> <tr> <td>Kennesaw State University Center for Statistics and Analytical Services Payday Loan Users</td> <td></td> </tr> <tr> <td>Exhibit CFA-2</td> <td style="text-align: right;">22</td> </tr> <tr> <td>Confidentiality and Data Security Agreement CCRF and Dr. Jennifer Lewis Priestley</td> <td></td> </tr> <tr> <td>Exhibit CFA-3</td> <td style="text-align: right;">37</td> </tr> <tr> <td>Article from American Banker June 10, 2005 Groups: Fee Nondisclosure Costly</td> <td></td> </tr> <tr> <td>Exhibit CFA-4</td> <td style="text-align: right;">49</td> </tr> <tr> <td>Document Entitled Hilary Miller: Loanshark Lawyer The Top Lawyer to Payday Lenders</td> <td></td> </tr> </table>	Examination	Page	Examination by Ms. Weismann	5	Examination by Ms. Colangelo	70	Further Examination by Ms. Weismann	73	- - -		Defendant's Exhibit	Page	Exhibit CFA-1	18	Kennesaw State University Center for Statistics and Analytical Services Payday Loan Users		Exhibit CFA-2	22	Confidentiality and Data Security Agreement CCRF and Dr. Jennifer Lewis Priestley		Exhibit CFA-3	37	Article from American Banker June 10, 2005 Groups: Fee Nondisclosure Costly		Exhibit CFA-4	49	Document Entitled Hilary Miller: Loanshark Lawyer The Top Lawyer to Payday Lenders		Page 2	<p>1 APPEARANCES OF COUNSEL:</p> <p>2</p> <p>3 On behalf of the Plaintiff:</p> <p>4 JEREMY T. BERRY, Esq. MARK A. SILVER, Esq. Dentons US, LLP 303 Peachtree Street, N.E. Suite 5300 Atlanta, Georgia 30308-3265 (404) 527-4000 jeremy.berry@dentons.com mark.silver@dentons.com</p> <p>8</p> <p>9 On behalf of the Defendant</p> <p>10 Campaign for Accountability:</p> <p>11 ANNE L. WEISMANN, Esq. Campaign for Accountability 1201 Connecticut Avenue, N.W. Suite 300 Washington, D.C. 20036 (202) 780-5750 aweismann@campaignforaccountability.org</p> <p>14</p> <p>15 HENRY R. CHALMERS, Esq. Arnall Golden Gregory, LLP 171 17th Street, N.W. Atlanta, Georgia 30363 (404) 873-8646 henry.chalmers@agg.com</p> <p>18</p> <p>19 On behalf of the Defendant</p> <p>20 Board of Regents of the University System of Georgia:</p> <p>21 JENNIFER COLANGELO, Esq. Assistant Attorney General Georgia Department of Law 40 Capitol Square, SW Atlanta, Georgia 30334 (404) 656-4168 jcolangelo@law.ga.gov</p> <p>24</p> <p>25</p>	Page 4
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<p>1 Exhibit CFA-5</p> <p>2 Statement of Hilary B. Miller President, Payday Loan Bar Association September 14, 2006</p> <p>4 Exhibit CFA-6</p> <p>5</p> <p>6 Verified Complaint for Declaratory Judgment, Permanent Injunction and Application for Temporary Restraining Order</p> <p>8 Exhibit CFA-7</p> <p>9</p> <p>10 Letter, Silver to Chalmers, Mitchell and Weismann March 23, 2016</p> <p>11</p> <p>12 Exhibit CFA-8</p> <p>13 Email, Silver to Mitchell, Weismann Garroway and Berry April 5, 2016</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	Page 3	<p>1 (The signature of the witness to the</p> <p>2 deposition was reserved.)</p> <p>3 HILARY B. MILLER,</p> <p>4 having been first duly sworn, was examined and</p> <p>5 testified as follows:</p> <p>6 EXAMINATION</p> <p>7 BY MS. WEISMANN:</p> <p>8 Q. Good morning, Mr. Miller. My name is</p> <p>9 Anne Weismann, and I represent the Campaign for</p> <p>10 Accountability which is an intervenor defendant</p> <p>11 in this case.</p> <p>12 Just at the outset let me say if you don't</p> <p>13 understand a question, if you don't hear a</p> <p>14 question, please let me know because if you don't</p> <p>15 and you answer, I'm going to assume you both</p> <p>16 understood and heard the question, okay? That's</p> <p>17 the ground rules, just to make sure that you have</p> <p>18 heard and understood. Would you state your full</p> <p>19 name for the record?</p> <p>20 A. My name is Hilary B. Miller.</p> <p>21 Q. And Mr. Miller, where do you live?</p> <p>22 A. I live at 11910 Glen Mill Road, Potomac,</p> <p>23 Maryland, 20584.</p> <p>24 Q. I don't live that far from you. Have</p> <p>25 you ever been deposed before?</p>	Page 5																												

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<p>1 A. Yes.</p> <p>2 Q. And in what context?</p> <p>3 A. In the 1990's, I was appoint a receiver</p> <p>4 for a failed shopping center, and I was deposed</p> <p>5 in connection with the account of my discovery of</p> <p>6 the proceedings of the former operator.</p> <p>7 Q. You yourself are a lawyer; are you not?</p> <p>8 A. I am a lawyer.</p> <p>9 Q. So you have familiarity with the</p> <p>10 deposition process?</p> <p>11 A. Some.</p> <p>12 Q. I'm going to focus primarily on the</p> <p>13 Consumer Credit Research Foundation, which I'm</p> <p>14 going to refer to shorthand as CCRF. What is</p> <p>15 your current association with CCRF?</p> <p>16 A. I'm the chairman of the board.</p> <p>17 Q. And how long have you been in that</p> <p>18 position?</p> <p>19 A. I don't remember.</p> <p>20 Q. Do you serve on a board with other</p> <p>21 members?</p> <p>22 A. Presently not.</p> <p>23 MR. BERRY: I'm going to object to</p> <p>24 the question. It's a broad question.</p> <p>25 BY MS. WEISMANN:</p>	<p>1 your right to make objections, and the fact that</p> <p>2 you hadn't sought court relief in advance did not</p> <p>3 waive your right to have the witness not answer a</p> <p>4 question.</p> <p>5 MR. BERRY: Right, and just as belt</p> <p>6 and suspenders, I want to just put it on the</p> <p>7 record, but I'll do it at the end.</p> <p>8 BY MS. WEISMANN:</p> <p>9 Q. Let me go back, then, to CCRF. Do you</p> <p>10 recall how long it's been since you had another</p> <p>11 board member who served with you?</p> <p>12 A. I don't recall the date.</p> <p>13 Q. Okay. What does your position as</p> <p>14 chairman of the board for CCRF include? What are</p> <p>15 your responsibilities in that position?</p> <p>16 A. I'm the chief executive officer.</p> <p>17 Q. And what does that mean? What does that</p> <p>18 involve?</p> <p>19 A. I have general charge of the operations</p> <p>20 of the organization and as a general matter, make</p> <p>21 all executive decisions regarding its operations.</p> <p>22 Q. And is there anyone within CCRF or</p> <p>23 associated with CCRF to whom you report --</p> <p>24 A. No.</p> <p>25 Q. -- that is above you?</p>
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<p>1 Q. Are there other members who serve on the</p> <p>2 board?</p> <p>3 A. At the moment, no.</p> <p>4 MR. BERRY: Can I just interrupt for</p> <p>5 one second? I thought we were going to discuss</p> <p>6 this at the outset, but I would like to put it on</p> <p>7 the record. There's a letter that Mark sent to</p> <p>8 you all, a good faith letter and sort of an email</p> <p>9 exchange.</p> <p>10 I would like to go ahead and make, I guess,</p> <p>11 Exhibits 1 and 2 on the record in terms of the</p> <p>12 scope of the deposition.</p> <p>13 MR. CHALMERS: If you're going to</p> <p>14 make exhibits, why don't you do it when she's</p> <p>15 done because it's her witness right now.</p> <p>16 MR. BERRY: In terms of numbering or</p> <p>17 whatever, but from the outset in terms of the</p> <p>18 ground rules that everyone discussed coming into</p> <p>19 this, I'm happy from a formality perspective to</p> <p>20 put them as exhibits toward the end and not mess</p> <p>21 up your numbering scheme, but in terms of ground</p> <p>22 rules and objections, I want that to be on the</p> <p>23 record.</p> <p>24 MS. WEISMANN: Well, we reserved our</p> <p>25 right to ask certain questions and you reserved</p>	<p>1 A. No.</p> <p>2 Q. Does CCRF have a staff?</p> <p>3 A. No.</p> <p>4 Q. So would it be fair to characterize you</p> <p>5 as essentially the only individual that carries</p> <p>6 out the work of CCRF directly?</p> <p>7 A. No.</p> <p>8 Q. Who else carries out their work? Let me</p> <p>9 be clear. I'm not asking about contractors, but</p> <p>10 you've told me CCRF doesn't have a staff, and</p> <p>11 you've said you're the only board member. So</p> <p>12 who else carries out CCRF's business?</p> <p>13 A. Contractors.</p> <p>14 Q. Okay. For your work for CCRF, do you</p> <p>15 receive payment?</p> <p>16 A. I do not.</p> <p>17 Q. How did you initially come to be</p> <p>18 associated with CCRF?</p> <p>19 A. I was the incorporator and founder.</p> <p>20 Q. So you're the founder of CCRF, and when</p> <p>21 was that?</p> <p>22 A. I don't remember.</p> <p>23 Q. What was your motivation in founding</p> <p>24 CCRF?</p> <p>25 MR. BERRY: I'm going to object on</p>

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1 relevance. I don't see how that's necessary  
 2 whatsoever.  
 3 MS. WEISMANN: I think, given that  
 4 the underlying dispute involves whether this is  
 5 true academic research, I think it is relevant.  
 6 Are you going to direct him not to answer?  
 7 MR. BERRY: Yeah, I'll direct him  
 8 not to answer. I think whether this is research  
 9 has nothing to do with his motivation for  
 10 incorporating an entity.  
 11 MS. WEISMANN: He is the sole  
 12 individual who is associated with that entity at  
 13 this point and it sounds like has been for some  
 14 years. So he has, I would argue, molded and  
 15 shaped CCRF and, therefore, I think it's fair to  
 16 inquire what his intent was in founding CCRF.  
 17 MR. BERRY: That's fine, but that's  
 18 not what you said. You were asking about  
 19 whether this is academic research.  
 20 MS. WEISMANN: I didn't ask him  
 21 about academic research.  
 22 MR. BERRY: I'm still going to  
 23 object and instruct him not to answer.  
 24 MR. CHALMERS: Can I interject for a  
 25 minute?

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1 MR. BERRY: Sure.  
 2 MR. CHALMERS: I think it's fine to  
 3 object but not a spoken objection, and your  
 4 objection won't be waived by his answering.  
 5 We're not going to get anywhere if you're going  
 6 to instruct the witness not to answer basic  
 7 foundational questions to understand what CCRF is  
 8 and what his relationship to CCRF is.  
 9 MR. BERRY: That's fine, but that's  
 10 not where you're going. You asked his  
 11 motivation for incorporating it.  
 12 MS. WEISMANN: For founding it.  
 13 MR. BERRY: For founding it.  
 14 MR. CHALMERS: You don't know where  
 15 we're going with it, but it's an innocuous  
 16 question and if you're going to instruct the  
 17 witness not to answer those kind of questions,  
 18 then we're not going to get very far today.  
 19 MR. BERRY: Okay.  
 20 MR. CHALMERS: I would suggest that  
 21 you perfect the record with objections and let  
 22 the witness answer and if there are particular  
 23 questions that are getting to the underlying  
 24 documents that you have a concern with, then it's  
 25 more appropriate to instruct him not to answer,

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1 but I wouldn't try to derail the deposition five  
 2 minutes into it in what the questioner is asking,  
 3 basic background questions.  
 4 MR. SILVER: Just to clarify, on the  
 5 phone we did reserve the right to instruct not to  
 6 answer on any relevance grounds. I'll let  
 7 Jeremy take care of that.  
 8 MS. WEISMANN: We understand that,  
 9 but from my perspective, these are very basic  
 10 foundational questions. So I share Henry's  
 11 concern that if you're not going to allow him to  
 12 answer these questions, when we get much more to  
 13 the merits, you know, will this be an  
 14 obstructionist deposition and will we be able to  
 15 get what we think we're entitled to? So I think  
 16 that's an appropriate question. So you're still  
 17 instructing him not to answer?  
 18 MR. BERRY: Why don't you ask it  
 19 again?  
 20 MS. WEISMANN: Can you read back the  
 21 question, please?  
 22 (The record was read by the court  
 23 reporter as follows:)  
 24 "Question, What was your motivation in  
 25 founding CCRF?"

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1 THE WITNESS: I'll answer the  
 2 question.  
 3 So at the time that the organization was  
 4 founded, there was a paucity of principled  
 5 research of academic quality relating to the  
 6 payday lending industry, and there was a great  
 7 deal of argument and heat but not much light, and  
 8 I thought we could add to the dialog by bringing  
 9 facts out into the public record.  
 10 BY MS. WEISMANN:  
 11 Q. How would you define CCRF's mission  
 12 today?  
 13 A. The same as it has always been, to  
 14 encourage, support and promulgate high quality  
 15 academic research regarding the short term  
 16 lending industry.  
 17 Q. And have you ever, has CCRF ever funded  
 18 research that was critical of the, what I would  
 19 call the payday lending industry?  
 20 MR. BERRY: I'm going to object,  
 21 relevance.  
 22 MS. WEISMANN: Unless your lawyer  
 23 tells you otherwise, you can answer.  
 24 MR. BERRY: I guess I'll instruct  
 25 him not to answer on this.

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1 MS. WEISMANN: I think the witness'  
2 credibility and bias are always relevant.  
3 MR. BERRY: Your question has  
4 nothing to do with bias.  
5 MS. WEISMANN: I would argue  
6 differently because if CCRF has only funded  
7 payday lenders, I mean you know our position  
8 which is that it is essentially a shell for the  
9 payday lending industry.  
10 So if, in fact, I think relevant to that  
11 issue and that goes to the heart of whether or  
12 not this is true academic research, I think we're  
13 entitled to explore the extent to which it has  
14 funded anything that is in any way critical of  
15 payday lending.  
16 MR. BERRY: If CCRF funded the  
17 history of Mickey Mouse, that has nothing to do  
18 with whether Dr. Priestley's work is research.  
19 The two are unrelated.  
20 MS. WEISMANN: But I didn't ask  
21 about funding for Mickey Mouse.  
22 I asked for funding of any research that was  
23 critical of payday lending, and I think you are  
24 mischaracterizing my question.  
25 MR. BERRY: Any past research has no

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1 bearing on whether the records that CFA has  
2 requested are subject to disclosure under the  
3 Open Records Act.  
4 MR. CHALMERS: Mark, I would push  
5 back on that.  
6 MR. BERRY: I'm Jeremy.  
7 MR. CHALMERS: I'm sorry, Jeremy. I  
8 would push back on that.  
9 I don't think that's correct, but I don't  
10 think that that needs to be resolved here right  
11 now. I think that you can perfect the record  
12 with your objection and the deposition can go  
13 forward.  
14 MR. BERRY: Okay, so noted.  
15 MS. WEISMANN: Are you continuing to  
16 instruct him not to answer the question?  
17 MR. BERRY: Can you read back the  
18 question, please?  
19 (The record was read by the court  
20 reporter as follows:)  
21 "Question, have you ever, has CCRF ever  
22 funded research that was critical of the, what I  
23 would call the payday lending industry."  
24 THE WITNESS: I'll answer that  
25 question. We've never funded any research where

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1 we specifically sought to have the result be  
2 either pro or anti industry. We funded research  
3 where the investigator performed an investigation  
4 and the chips fell where they might and in some  
5 cases, the results have been quite mixed.  
6 BY MS. WEISMANN:  
7 Q. And in those cases you have,  
8 nevertheless, published those studies?  
9 A. We haven't. The investigators have.  
10 Q. The investigators have, and those are  
11 studies that were funded by CCRF?  
12 A. Correct.  
13 Q. Okay. Am I correct in understanding  
14 that CCRF is incorporated in Delaware?  
15 A. Yes, ma'am.  
16 Q. Is it incorporated anywhere else?  
17 MR. BERRY: Aren't you only  
18 incorporated in one place?  
19 MS. WEISMANN: Not necessarily, it's  
20 my understanding.  
21 THE WITNESS: It is incorporated  
22 solely in Delaware, to my knowledge.  
23 BY MS. WEISMANN:  
24 Q. Does CCRF have a physical location?  
25 A. Its office is my office in Connecticut.

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1 Q. But your residence is in Potomac,  
2 Maryland?  
3 A. Is that a question?  
4 Q. Yes.  
5 A. Yes.  
6 Q. I would like to turn now to Dr. Jennifer  
7 Priestley. Are you familiar with her?  
8 A. Yes, I am.  
9 Q. I know from the documents that your  
10 lawyer has produced in discovery from CCRF and  
11 from what this lawsuit is all about that CCRF  
12 funded research that Dr. Priestley conducted; is  
13 that correct?  
14 A. Yes.  
15 Q. Who initiated the contact with Dr.  
16 Priestley?  
17 A. I did.  
18 Q. And why did you seek her out to do the  
19 research?  
20 A. We were aware of another paper that she  
21 had written that indicated some expertise in the  
22 consumer credit area and we looked at her CV and  
23 she, in fact, has significant experience in  
24 consumer credit. So I cold-called her and asked  
25 her if she would be interested in working on this

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<p>1 project.</p> <p>2 Q. And the project that you approached her</p> <p>3 about, did it have as its goal production of an</p> <p>4 actual research paper?</p> <p>5 A. Yes, ma'am.</p> <p>6 Q. Did you enter into an actual contract</p> <p>7 with Dr. Priestley to perform this work?</p> <p>8 A. Didn't enter into a contract with</p> <p>9 anybody, and Dr. Priestley didn't enter into a</p> <p>10 contract with anybody.</p> <p>11 Q. Who were the contracting parties?</p> <p>12 A. CCRF entered into a contract with a</p> <p>13 designated entity of Kennesaw State University.</p> <p>14 MS. WEISMANN: Let's have this</p> <p>15 marked as CFA Exhibit 1.</p> <p>16 (Exhibit CFA-1 was</p> <p>17 marked for identification.)</p> <p>18 BY MS. WEISMANN:</p> <p>19 Q. I'm going to show you what's been marked</p> <p>20 as CFA Exhibit 1, CFA standing for Campaign for</p> <p>21 Accountability, and I will represent to you that</p> <p>22 this is a document that was produced to us in</p> <p>23 discovery.</p> <p>24 MR. BERRY: There's no Bates number.</p> <p>25 I thought all ours had been Bates labeled.</p>	<p>1 A. I need to put my glasses on.</p> <p>2 Q. Yes.</p> <p>3 A. What's the question?</p> <p>4 Q. What does the second line list as the</p> <p>5 client?</p> <p>6 A. It says Hilary B. Miller.</p> <p>7 Q. And the contact information?</p> <p>8 A. Is my email address.</p> <p>9 Q. Let's go back to Professor Miller.</p> <p>10 MR. BERRY: Priestley?</p> <p>11 MS. WEISMANN: Excuse me?</p> <p>12 MR. BERRY: You said Professor</p> <p>13 Miller.</p> <p>14 MS. WEISMANN: You're right, I meant</p> <p>15 Priestley.</p> <p>16 BY MS. WEISMANN:</p> <p>17 Q. Did you have any professional contact</p> <p>18 with Professor Priestley when she worked in the</p> <p>19 financial services sector?</p> <p>20 A. No.</p> <p>21 Q. So when you contacted her cold, as you</p> <p>22 said, on behalf of CCRF, was that the first time</p> <p>23 you had ever contacted her?</p> <p>24 A. Yes. That's what cold means.</p> <p>25 Q. Yes, well, that's one meaning. Who set</p>
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<p>1 MS. WEISMANN: This is something</p> <p>2 that was emailed by your league. That's how I</p> <p>3 got it.</p> <p>4 MR. BERRY: The one we sent has a</p> <p>5 Bates number on it.</p> <p>6 MS. COLANGELO: It's CCRF 50 at the</p> <p>7 bottom.</p> <p>8 MS. WEISMANN: I'm happy to</p> <p>9 substitute, if someone has that copy.</p> <p>10 MS. WEISMANN: I guess for a better</p> <p>11 record, we should have this one marked as Exhibit</p> <p>12 1, and I will give it to you.</p> <p>13 (Off the record discussion.)</p> <p>14 BY MS. WEISMANN:</p> <p>15 Q. So I have handed you a copy of what has</p> <p>16 now been marked CFA Defendant's Exhibit 1. Have</p> <p>17 you seen this document before?</p> <p>18 A. Just very recently. I don't remember</p> <p>19 it except seeing it in document production in the</p> <p>20 last couple of days.</p> <p>21 Q. I want to draw your attention to the</p> <p>22 second line where it says client. Can you tell</p> <p>23 me what's listed there? It's on the cover page.</p> <p>24 A. I can't read it. What does it say?</p> <p>25 Q. You can't read it?</p>	<p>1 the price for the work she was doing at \$30,000?</p> <p>2 A. She did.</p> <p>3 Q. Okay, and is this amount comparable to</p> <p>4 money you've paid to other researchers to conduct</p> <p>5 academic research?</p> <p>6 MR. BERRY: I'm going to object on</p> <p>7 relevance.</p> <p>8 MS. WEISMANN: You may answer.</p> <p>9 THE WITNESS: I decline to respond</p> <p>10 to that.</p> <p>11 MS. WEISMANN: You can't decline.</p> <p>12 MR. BERRY: I'll instruct him not to</p> <p>13 answer.</p> <p>14 MS. WEISMANN: On what grounds?</p> <p>15 MR. BERRY: Well, relevance. It</p> <p>16 has nothing to do with whether the records that</p> <p>17 are subject to the Open Records Act request from</p> <p>18 CFA fall within the two exceptions or the public</p> <p>19 records as that term is used and defined in the</p> <p>20 Open Records Act.</p> <p>21 MS. WEISMANN: And I would argue</p> <p>22 that if this amount that was paid here was far in</p> <p>23 excess of what was paid in the past, it may bear</p> <p>24 directly on the issue of whether or not this was</p> <p>25 the payment to produce research that was in line</p>

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1 with the position of payday industry and not pure  
2 academic research.  
3 It goes to the heart of what I think is a  
4 very relevant issue in this, not only as to  
5 credibility but also as to whether or not the  
6 documents that your client seeks to protect are,  
7 in fact, academic research within the meaning of  
8 the exceptions to the Georgia Open Records law.  
9 MR. BERRY: Okay. My instruction  
10 remains.  
11 BY MS. WEISMANN:  
12 Q. Are you, Mr. Miller, going to refuse to  
13 answer the question based on your counsel's  
14 instruction?  
15 A. Yes, ma'am.  
16 MS. WEISMANN: I'm going to ask that  
17 this document be marked as Exhibit 2.  
18 (Exhibit CFA-2 was  
19 marked for identification.)  
20 BY MS. WEISMANN:  
21 Q. I'm handing you, Mr. Miller, what has  
22 been marked as Exhibit 2. Have you seen this  
23 document before?  
24 A. Yes, I have.  
25 Q. And in what context have you seen this

Page 23

1 document?  
2 A. In the context of the research that is  
3 the subject matter of this litigation.  
4 Q. And I want you to turn your attention to  
5 the first page, number 1, definition. Do you  
6 see that?  
7 A. Yes.  
8 Q. And definition, it says for purposes of  
9 this agreement, confidential information shall  
10 mean and shall include without limitation any and  
11 all information, knowledge and intelligence of  
12 any type whatsoever, whether in oral, written or  
13 electronic form relating in any manner to CCRF or  
14 its sponsors, and it goes on from there. It  
15 includes that language; does it not?  
16 A. Correct.  
17 Q. Were you involved in making, on behalf  
18 of CCRF, in making the decision as to which  
19 documents would be turned over in response to  
20 CFA's Open Records request and which would not?  
21 MR. BERRY: I'm going to object on  
22 certainly attorney-client privilege information.  
23 MS. WEISMANN: It's a foundational  
24 question. I'm not asking what information he  
25 talked to you about. I'm just asking if he was

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1 involved in the process of making a decision on  
2 behalf of CCRF. I really don't see how that is  
3 protected by attorney-client.  
4 MR. BERRY: Again, the Open Records  
5 Act request wasn't sent to CCRF.  
6 BY MS. WEISMANN:  
7 Q. All right. Were you involved?  
8 MR. BERRY: Will you read back the  
9 original question, please?  
10 (The record was read by the court  
11 reporter as follows:)  
12 "Question, were you involved in making, on  
13 behalf of CCRF, in making the decision as to  
14 which documents would be turned over in response  
15 to CFA's Open Records request and which would  
16 not?"  
17 THE WITNESS: No, I wasn't.  
18 BY MS. WEISMANN:  
19 Q. Have you seen the documents that have  
20 been withheld under claim of privilege?  
21 MR. BERRY: I'm going to object to  
22 the extent that you're asking attorney-client  
23 privileged information.  
24 THE WITNESS: I don't understand the  
25 question.

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1 BY MS. WEISMANN:  
2 Q. Have you seen the documents that are the  
3 subject of this lawsuit that would have been  
4 withheld in response to our request for  
5 documents, that would have been withheld as  
6 privileged? Let me rephrase that, that have been  
7 withheld as falling within exceptions under the  
8 Georgia Open Records law?  
9 A. Yes.  
10 Q. You have seen those documents?  
11 A. Yes, ma'am.  
12 Q. Okay. The definition that I read to  
13 you in this confidentiality agreement, is that  
14 the definition that was applied to the documents  
15 that we requested for purposes of determining  
16 whether or not they were confidential or  
17 otherwise exempt from disclosure?  
18 MR. BERRY: I'm going to object.  
19 You're mischaracterizing that the  
20 record -- that's why we sued. The State was  
21 going to release the records. The State made  
22 its determination to release the records and we  
23 then sued.  
24 MS. WEISMANN: You're having a  
25 speaking objection which is really, I think,

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1 inappropriate. You filed a lawsuit. You've  
 2 set forth claims.  
 3 MR. BERRY: You're asking a question  
 4 that there's zero foundation for.  
 5 MS. WEISMANN: You filed a  
 6 complaint. You set forth claims that made the  
 7 argument that the documents that have been  
 8 withheld, that the Board of Regents who can  
 9 properly be disclosed are, in fact, exempt.  
 10 MR. BERRY: Correct, but that's not  
 11 what you're asking.  
 12 MS. WEISMANN: Right, but that's the  
 13 relevance.  
 14 MR. BERRY: Okay.  
 15 THE WITNESS: So you're asking me  
 16 for a legal conclusion about whether we were --  
 17 MS. WEISMANN: No, I'm not asking  
 18 for your legal --  
 19 THE WITNESS: Let me finish. When  
 20 you ask me a question, I get to talk and then I  
 21 finish and you talk, and if we talk --  
 22 MS. WEISMANN: Actually, I'm in  
 23 charge of this deposition, sir.  
 24 THE WITNESS: And if we talk at the  
 25 same time, the court reporter can't transcribe

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1 the testimony and our response. So let me  
 2 finish, and then you can tell me whatever you  
 3 want to say.  
 4 MS. WEISMANN: Actually, I don't  
 5 have to let you finish, but I do want to make  
 6 sure --  
 7 THE WITNESS: You know what, go fuck  
 8 yourself.  
 9 MR. BERRY: Let's go off the record.  
 10 (Off the record discussion.)  
 11 BY MS. WEISMANN:  
 12 Q. Mr. Miller, how did you become aware of  
 13 the Campaign for Accountability's information  
 14 requests made to the Georgia Board of Regents?  
 15 A. Before answering your question, I would  
 16 like to apologize for my intemperate remark. I  
 17 will be ceaselessly courteous to you and I ask  
 18 that you reciprocate my courtesy by allowing me  
 19 to finish my answers to you during the  
 20 deposition.  
 21 Q. I accept your apology.  
 22 A. Thank you. I don't remember.  
 23 Q. Are you aware of the fact that CCRF has  
 24 now filed a lawsuit against the Board of Regents  
 25 seeking to prevent them from disclosing to us in

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1 public the documents that CFA seeks?  
 2 MR. BERRY: Is your question is he  
 3 aware of the lawsuit?  
 4 MS. WEISMANN: Yes.  
 5 THE WITNESS: I'm aware of the  
 6 lawsuit.  
 7 BY MS. WEISMANN:  
 8 Q. Did you play a role in making the  
 9 decision to challenge the disclosure, the planned  
 10 disclosure by the Board of Regents of these  
 11 documents?  
 12 A. Yes.  
 13 Q. And did you make the determination that  
 14 the requested documents, in your view, fall  
 15 within exemptions to the Georgia Open Records  
 16 law?  
 17 A. Are you asking me for my legal  
 18 conclusion?  
 19 Q. No, I'm just asking if you played a role  
 20 in that process.  
 21 A. I don't think that was your question.  
 22 MS. WEISMANN: All right. Let's  
 23 read my question back.  
 24 (The record was read by the court  
 25 reporter as follows:)

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1 "Question, and did you make the determination  
 2 that the requested documents, in your view, fall  
 3 within exemptions to the Georgia Open Records  
 4 law?"  
 5 MR. BERRY: I'm going to object to  
 6 the extent it's calling for a legal conclusion  
 7 and on any attorney-client privileged grounds.  
 8 MS. WEISMANN: You may answer.  
 9 THE WITNESS: The matter with  
 10 respect to which you're requesting a response is  
 11 the subject of discussions between me and our  
 12 counsel and I decline to answer.  
 13 BY MS. WEISMANN:  
 14 Q. Are you declining to answer on advice of  
 15 your counsel?  
 16 A. Yes.  
 17 Q. All right.  
 18 MR. BERRY: If I could clarify, I  
 19 think he's declining to answer on the  
 20 attorney-client privilege, not because I've  
 21 instructed him.  
 22 MS. WEISMANN: Are you instructing  
 23 him not to answer?  
 24 MR. BERRY: He gave you an answer.  
 25 He answered your question.



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1 MS. WEISMANN: Well, I have a  
2 different view of that. The question did not ask  
3 for attorney-client privileged communications.  
4 Let's read the question back again.  
5 (The record was read by the court  
6 reporter as follows:)  
7 "Question, and did you make the determination  
8 that the requested documents, in your view, fall  
9 within exemptions to the Georgia Open Records  
10 law?"  
11 MS. WEISMANN: The question asked if  
12 you made the determination. It doesn't call for  
13 a legal conclusion. It doesn't call for any  
14 communications. The question on its face simply  
15 asked if you made that determination, yes or no.  
16 MR. BERRY: It, again, calls for --  
17 MR. CHALMERS: So Mark, you've got  
18 to stop the spoken --  
19 MR. BERRY: Jeremy.  
20 MR. CHALMERS: Jeremy.  
21 MR. BERRY: It calls for a legal  
22 conclusion.  
23 MS. WEISMANN: I disagree with your  
24 characterization.  
25 MR. CHALMERS: And we need to dial

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1 back on the spoken objections.  
2 MR. BERRY: Objection, form, it  
3 calls for a legal conclusion. Thank you, and  
4 you're correct.  
5 BY MS. WEISMANN:  
6 Q. Just to be clear, since there seems to  
7 be a lack of clarity on my question, a  
8 determination has already been made. It is the  
9 determination that led to this litigation. I'm  
10 asking whether you made the determination that  
11 those records should not be disclosed.  
12 A. I've already said that I did.  
13 Q. And in making that determination did you  
14 apply in any way the definition of  
15 confidentiality that's in Exhibit 2 that I showed  
16 you, the language that I read aloud?  
17 A. No.  
18 Q. Turning again to Exhibit 2, I would like  
19 you to look on page 6-G. It talks about return  
20 or destruction of confidential information. Do  
21 you see that?  
22 A. Yes.  
23 Q. Okay. Do you know whether Professor  
24 Priestley destroyed any documents pursuant to  
25 this provision of the agreement?

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1 A. I do not know.  
2 Q. Do you know whether or not she returned  
3 any documents to CCRF pursuant to this agreement?  
4 A. Yes, I do know.  
5 Q. And did she return documents?  
6 A. No, she did not.  
7 Q. I want to go back to a subject we  
8 touched on. Have you, and I apologize if I've  
9 asked you this before but there have been so many  
10 objections that I want to have a clear record.  
11 Have you read the documents that the Board of  
12 Regents has identified as responsive to our  
13 request but is not disclosing because of your  
14 lawsuit?  
15 A. Yes.  
16 Q. Okay, and can you today attest that  
17 every one of those documents whose disclosure  
18 CCRF seeks to prevent implicates the harms that  
19 you verified in your complaints, the harms from  
20 disclosure?  
21 MR. BERRY: I'm sorry, will you  
22 restate the question or repeat the question?  
23 BY MS. WEISMANN:  
24 Q. Can you attest today, having read the  
25 documents, that each of the documents that CCRF

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1 seeks to prevent the Board of Regents from  
2 disclosing implicates or would cause irreparable  
3 harm to CCRF if they were, in fact, disclosed?  
4 MR. BERRY: I'm going to object  
5 again that this, I think, calls for a legal  
6 conclusion.  
7 MS. WEISMANN: Well, let me point  
8 out that he, in fact, verified the complaints.  
9 You may answer the question.  
10 MR. BERRY: Would it be helpful to  
11 see a copy of the complaints?  
12 THE WITNESS: Can I see the amended  
13 complaint, please?  
14 MS. WEISMANN: Well, there are three  
15 complaints that have been filed.  
16 THE WITNESS: So the operative one  
17 is our amended complaint, right?  
18 MS. WEISMANN: For purposes of this  
19 deposition, it doesn't mean that we are  
20 necessarily bound just to that. I have the  
21 original. What I'm looking for is the second  
22 amended.  
23 MR. BERRY: There's only two, an  
24 original and an amended.  
25 MS. WEISMANN: There's a verified

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1 complaint where you sought a TRO and then there's  
2 an amended complaint and there's a second amended  
3 complaint. So there are actually three  
4 complaints.  
5 MR. BERRY: We never filed the first  
6 complaint.  
7 MS. WEISMANN: Well --  
8 MR. BERRY: We filed the complaint  
9 in June and then amended this week.  
10 MS. WEISMANN: I'm looking at these  
11 two. One was filed on June 19th. This was  
12 filed April 25th of 2016.  
13 MR. BERRY: That's the amended  
14 complaint.  
15 MS. WEISMANN: I apologize. I  
16 misspoke. So there are two complaints. I will  
17 show them both to you.  
18 THE WITNESS: Okay. What's the  
19 question?  
20 (The record was read by the court  
21 reporter as follows:)  
22 "Question, can you attest today, having read  
23 the documents, that each of the documents that  
24 CCRF seeks to prevent the Board of Regents from  
25 disclosing implicates or would cause irreparable

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1 harm to CCRF if they were, in fact, disclosed?"  
2 THE WITNESS: Yes.  
3 BY MS. WEISMANN:  
4 Q. And so I just want to be clear. You're  
5 saying there is no document in that batch of  
6 documents, the disclosure of which you seek to  
7 bar, that would not cause those harms?  
8 A. Not to my knowledge.  
9 Q. And that would include any  
10 nonsubstantive communications that pertain solely  
11 to scheduling, for example?  
12 A. I'm not aware of any significant  
13 communications of that nature.  
14 Q. With the exception of your attorney,  
15 have you shared any of these documents with  
16 anyone outside of CCRF?  
17 A. No. I'm sorry, I need to correct that.  
18 I apologize. On further reflection, no one  
19 outside of CCRF has seen the documents.  
20 Q. And again, you are essentially CCRF, you  
21 are the only individual that's directly  
22 associated with CCRF with the exception of  
23 contractors, correct?  
24 A. Correct.  
25 Q. All right. Just to be clear, you're

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1 saying, with the exception of your counsel, I'm  
2 not asking you to tell me what you've shared with  
3 your counsel, you were the only one that was  
4 seeing these documents?  
5 A. I don't know to whom Professor Priestley  
6 showed them.  
7 Q. Okay, right, but my question is have you  
8 shown them to anyone?  
9 MR. BERRY: It's been asked and  
10 answered.  
11 THE WITNESS: Not that I can recall.  
12 MS. WEISMANN: I'll take that and  
13 also that exhibit because I want to make sure  
14 that the court reporter has a full set.  
15 THE WITNESS: I don't think the  
16 complaint was marked.  
17 MS. WEISMANN: We're not going to  
18 enter that. It's part of the record, so I don't  
19 think it's necessary, unless you disagree.  
20 BY MS. WEISMANN:  
21 Q. How does CCRF fund its activities?  
22 MR. BERRY: I'm going to object,  
23 relevance and also instruct not to answer.  
24 MS. WEISMANN: We've discussed in  
25 the past we believe this goes directly to whether

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1 or not a product of its research can validly be  
2 considered to be research within one of the  
3 exceptions to the Georgia Open Records law.  
4 MR. BERRY: So noted. I still  
5 object and instruct him not to answer.  
6 BY MS. WEISMANN:  
7 Q. Are you refusing to answer based on  
8 counsel's instruction?  
9 A. Yes, ma'am.  
10 MS. WEISMANN: Can we mark this as  
11 Exhibit 3?  
12 (Exhibit CFA-3 was  
13 marked for identification.)  
14 BY MS. WEISMANN:  
15 Q. I'm going to hand you what is an article  
16 from the American Banker dated June 10th, 2005,  
17 and it is printed on both sides. Have you ever  
18 seen this article before?  
19 MR. BERRY: Please give him one  
20 second to review it.  
21 MS. WEISMANN: Okay.  
22 THE WITNESS: I don't recognize it.  
23 BY MS. WEISMANN:  
24 Q. I want you to turn to the very last  
25 sentence on the second page, and would you read

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1 that for me?  
2 A. It says a CCRF official says the  
3 foundation is funded by Dollar Financial Group  
4 which owns several payday lending operations and  
5 other companies.  
6 Q. Is there anyone other than you who would  
7 be that CCRF official?  
8 A. It was not I.  
9 Q. Is it accurate that, in fact, the  
10 foundation is funded by the Dollar Financial  
11 Group?  
12 MR. BERRY: I'm going to object  
13 again to relevance and instruct him not to  
14 answer.  
15 BY MS. WEISMANN:  
16 Q. Do you know who made the statement?  
17 A. I do not.  
18 Q. And are you not answering my prior  
19 question on the advice of counsel?  
20 A. Yes, ma'am.  
21 Q. Is there anyone other than you who is  
22 authorized to speak on behalf of CCRF?  
23 A. Not presently, but in 2005 there were  
24 other people who were.  
25 Q. Okay. Who were those people?

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1 A. I don't remember the gentleman's name  
2 who was the hired director at that point in time.  
3 Q. But there was a director at that time?  
4 A. Correct.  
5 Q. And were you on the board at the same  
6 time?  
7 A. Yes.  
8 Q. So you worked together?  
9 A. Yes.  
10 Q. Are you familiar with a paper written by  
11 Jonathan Zinman from Dartmouth College?  
12 A. Yes, ma'am.  
13 Q. And this is a paper that was funded by  
14 CCRF; is it not?  
15 A. Well, he has written many papers, but  
16 I'm aware of one paper that we funded, yes,  
17 ma'am.  
18 Q. All right, and in that paper he has a  
19 footnote that says, and I quote, thanks to  
20 Consumer Credit Research Foundation, CCRF, for  
21 providing household survey data. CCRF is a  
22 nonprofit organization funded by payday lenders  
23 with a mission of funding objective research.  
24 A. Is there a question?  
25 Q. Yes, have you seen that language before?

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1 A. Yes, ma'am.  
2 Q. And is he correct in describing CCRF as  
3 an organization that is funded by payday lenders?  
4 MR. BERRY: I'm going to object,  
5 relevance, and instruct the witness not to  
6 answer.  
7 BY MS. WEISMANN:  
8 Q. Is he correct?  
9 A. I'm not going to answer on the advice of  
10 my counsel.  
11 Q. What is CCRF's tax status?  
12 MR. BERRY: I'm going to again  
13 object on relevance grounds and instruct him not  
14 to answer.  
15 MS. WEISMANN: I assume you're aware  
16 that their 990's are a matter of public record.  
17 MR. BERRY: Then you've answered  
18 your own question.  
19 MS. WEISMANN: No, I haven't, but  
20 their tax status is a matter of public record.  
21 Are you still going to instruct him not to  
22 answer?  
23 MR. BERRY: Would you repeat the  
24 question?  
25 MS. WEISMANN: Would you read back

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1 the question?  
2 (The record was read by the court  
3 reporter as follows:)  
4 "Question, What is CCRF's tax status?"  
5 THE WITNESS: It's paid all the  
6 taxes it owes.  
7 MS. WEISMANN: Let me clarify.  
8 CCRF has described itself as a nonprofit  
9 organization.  
10 THE WITNESS: Yes.  
11 BY MS. WEISMANN:  
12 Q. So I'm asking, are you familiar with  
13 501C3 of the Internal Revenue Code?  
14 A. Can I recite it from memory?  
15 Q. No, but are you familiar generally with  
16 501C3 of the Internal Revenue Code?  
17 A. I'm familiar generally with the concepts  
18 embodied in section 501C3.  
19 BY MS. WEISMANN:  
20 Q. And is CCRF a 501C3 organization?  
21 A. Yes, the IRS has determined it to be so.  
22 Q. And what is your understanding of what  
23 that means as far as what CCRF can and cannot do?  
24 MR. BERRY: I'm going to object and  
25 make a speaking objection. Let's remember that

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1 Mr. Miller is here as a representative of CCRF.  
 2 So to the extent you're asking him for any sort  
 3 of legal insight or what have you --  
 4 MS. WEISMANN: I'm not.  
 5 MR. BERRY: Okay.  
 6 MS. WEISMANN: I'm just asking his  
 7 understanding as really the only individual who  
 8 carries out the work of CCRF beyond contractors  
 9 and as the board of CCRF, what his understanding  
 10 is of what the organization can do and cannot do  
 11 under 501C3.  
 12 THE WITNESS: The organization is  
 13 organized for scientific purposes, which is one  
 14 of the exception grounds of 501C3 and it conducts  
 15 exclusively scientific activities.  
 16 BY MS. WEISMANN:  
 17 Q. Are you familiar with a paper that CCRF  
 18 funded that was written by Mark Fusaro of  
 19 Arkansas Tech University and Patricia Cirillo?  
 20 A. Yes, ma'am.  
 21 Q. And in that paper, are you familiar with  
 22 the fact that it stated that CCRF did not  
 23 exercise any control over the methodology or  
 24 analysis used in this study or over the editorial  
 25 content of this paper?

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1 A. I'm familiar with that the paper says  
 2 that and both of those statements are true.  
 3 Q. Is that standard language that CCRF  
 4 seeks to have researchers put in there or  
 5 contractors put in their papers?  
 6 A. No, but the researchers are generally  
 7 familiar with the other prior work in this area  
 8 and many of them have adopted that language or  
 9 similar language.  
 10 Q. Have you ever seen a report that my  
 11 organization, Campaign for Accountability, put  
 12 out in November of 2015 called Academic  
 13 Deception?  
 14 A. How could I possibly have missed it?  
 15 Q. So is that a yes?  
 16 A. Yes.  
 17 Q. Okay, and have you read that report?  
 18 A. I have skimmed through it.  
 19 Q. And in that report, this report was  
 20 based on documents that CFA received, as it says  
 21 in the report, in response to information  
 22 requests that included email exchanges between  
 23 yourself and the authors of the report.  
 24 A. So who's testifying today?  
 25 MR. BERRY: Is there a question?

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1 MS. WEISMANN: I'm not done.  
 2 BY MS. WEISMANN:  
 3 Q. Are you familiar with that? Do you know  
 4 that?  
 5 A. I don't know anything about your report.  
 6 Q. Okay. You said you were familiar with  
 7 it.  
 8 A. Yes.  
 9 Q. You said you had skimmed it.  
 10 A. I have.  
 11 Q. Did you see the emails that were  
 12 attached to it as exhibits?  
 13 A. I believe I did look at the emails, yes.  
 14 Q. And despite the fact that that paper,  
 15 like the paper that CCRF provided in discovery in  
 16 this case, contains language that I read to you  
 17 about not being influenced in any way?  
 18 A. It doesn't say that, ma'am.  
 19 Q. All right. Despite the fact that that  
 20 paper contained the language that CCRF did not  
 21 exercise any control over the methodology or  
 22 analysis used in the study or over the editorial  
 23 content of the study, do you agree with that  
 24 language?  
 25 A. I believe that that's, in fact, what it

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1 says.  
 2 MR. BERRY: You've talked about  
 3 several papers. Instead of saying that  
 4 paper --  
 5 MS. WEISMANN: I thought I was  
 6 clear.  
 7 BY MS. WEISMANN:  
 8 Q. Both papers contain that language?  
 9 A. Uh-huh.  
 10 Q. That's what we've established, I  
 11 believe, that both papers were prepared by Dr.  
 12 Priestley as well as the paper that was written  
 13 by Drs. Fusaro and Cirillo and yet in the case of  
 14 the Arkansas Technology University paper --  
 15 MR. BERRY: I'm going to -- I'm  
 16 sorry. Go ahead.  
 17 MS. WEISMANN: I haven't finished my  
 18 question. So if you want a complete record, it  
 19 might be wise to let me finish.  
 20 BY MS. WEISMANN:  
 21 Q. In fact, in that case, emails that were  
 22 disclosed to CFA in response to an information  
 23 request showed that you on behalf of CCRF had  
 24 exercised considerable editorial control over the  
 25 contents of their paper.

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1 By their paper, I'm talking about the one  
2 that was done at Arkansas Tech University.  
3 A. Is that your testimony, ma'am?  
4 Q. No, it's my question. Is that  
5 accurate?  
6 A. That's not accurate.  
7 Q. So you would dispute that conclusion?  
8 A. We exercise no control over their  
9 research. The methodology and the field work  
10 were conducted exclusively by them. We didn't  
11 design their experiment.  
12 We didn't have anything to do with the  
13 scientific way in which the results of the  
14 experiment were analyzed and we gave comments on  
15 the paper but they were free to accept or reject  
16 the comments on the paper.  
17 Q. So is it your testimony that with  
18 respect to the paper by Dr. Fusaro and Ms.  
19 Cirillo --  
20 A. Dr. Cirillo.  
21 Q. Dr. Cirillo, thank you; that CCRF did  
22 not exercise any editorial control?  
23 A. Correct.  
24 Q. Or input?  
25 A. Correct.

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1 MR. BERRY: I'm going to object on  
2 relevance.  
3 BY MS. WEISMANN:  
4 Q. Mr. Miller, do you have other  
5 professional responsibilities outside of CCRF?  
6 MR. BERRY: Or his day job, you're  
7 asking?  
8 THE WITNESS: Yes, I do.  
9 BY MS. WEISMANN:  
10 Q. And what would those responsibilities  
11 be?  
12 A. I have a law practice.  
13 Q. And in your law practice do you  
14 represent the Dollar Financial Group?  
15 A. No, I don't.  
16 MR. BERRY: I'm going to object on  
17 relevance.  
18 BY MS. WEISMANN:  
19 Q. Have you ever represented the Dollar  
20 Financial Group?  
21 A. Yes.  
22 Q. Do you represent Cash Unlimited of  
23 Arizona, Inc.?  
24 MR. BERRY: I'm going to object on  
25 relevance and instruct him not to answer.

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1 MS. WEISMANN: I'm going to ask him  
2 a series of questions about, his name is on SEC  
3 filings associated with a fairly long list of  
4 payday lenders. I think it's directly relevant  
5 to the issue of his credibility as a witness  
6 because he has built a lucrative career on  
7 representing payday lenders and he is also the  
8 head of an organization that touts itself as  
9 being independent research.  
10 MR. CHALMERS: Wait, wait, there's  
11 --  
12 MS. WEISMANN: Actually there's a  
13 pending question that's not --  
14 MR. BERRY: What's the question?  
15 Sorry.  
16 THE WITNESS: What's the question.  
17 MS. WEISMANN: I think it was Dollar  
18 Financial Group.  
19 MR. BERRY: What was the other one?  
20 (The record was read by the court  
21 reporter as follows:)  
22 "Question, do you represent Cash Unlimited of  
23 Arizona, Inc.?"  
24 MR. BERRY: And I objected.  
25 MS. WEISMANN: Right. That's the

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1 last question.  
2 MR. BERRY: So there wasn't a  
3 question --  
4 BY MS. WEISMANN:  
5 Q. Are you refusing to answer?  
6 A. I don't recognize that name.  
7 THE WITNESS: I would like to speak  
8 with my counsel for a minute.  
9 (Off the record discussion.)  
10 (Exhibit CFA-4 was  
11 marked for identification.)  
12 BY MS. WEISMANN:  
13 Q. I'm going to hand you what has been  
14 marked as Exhibit 4. I want to direct your  
15 attention, on both sides there is a list starting  
16 about a quarter way down of companies, and the  
17 list continues on the back side of the page. It  
18 is my intention to ask for each of these  
19 companies, whether you represent or have  
20 represented them.  
21 A. Okay, so I'm going to tell you my  
22 position on this. Who my clients are or are not  
23 is a matter of privilege and I decline to tell  
24 you who any of them are.  
25 If you want to show me a document that you

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1 think I've adopted or somehow uttered on behalf  
 2 of a client and ask me whether it's authentic, I  
 3 would be happy to do that; but I'm not going to  
 4 tell you anything about anybody who is a past or  
 5 present client of mine.  
 6 Q. All right. Have you, in fact, filed  
 7 forms or have forms been filed with the SEC for  
 8 each of these companies in which you are listed  
 9 as the lawyer?  
 10 A. I don't know.  
 11 Q. Have you filed forms on behalf of these  
 12 companies with the SEC?  
 13 A. Never.  
 14 Q. Thank you. Does your legal work  
 15 involve only representing payday lenders and  
 16 their subsidiaries?  
 17 A. No.  
 18 MR. BERRY: I'm going to object on  
 19 relevance and instruct him not to answer.  
 20 MS. WEISMANN: Well, he's already  
 21 answered it.  
 22 THE WITNESS: I already answered it.  
 23 BY MS. WEISMANN:  
 24 Q. Are you still the president of the  
 25 Payday Loan Bar Association?

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1 A. Yes, ma'am.  
 2 Q. And what does that involve?  
 3 A. We run an annual CLE program for  
 4 attorneys who practice in the short term small  
 5 lending business and we have a system for  
 6 communicating with other members about CLE and  
 7 related issues.  
 8 Q. Are you paid at all for your work with  
 9 that group?  
 10 A. No, ma'am.  
 11 Q. And what is your relationship with the  
 12 Community Financial Services Association of  
 13 America?  
 14 MR. BERRY: I'm going to object on  
 15 relevance and instruct him not to answer.  
 16 MS. WEISMANN: I don't have copies  
 17 of this because I certainly did not anticipate an  
 18 objection like that. So maybe we can get copies  
 19 made.  
 20 THE WITNESS: Let's see what it is.  
 21 MS. WEISMANN: Well, no, this is  
 22 your testimony before Congress in 2006 on behalf  
 23 of the Community Financial Services Association  
 24 of America.  
 25 MR. BERRY: I'm happy, willing and

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1 able and courteous to make copies. My objection  
 2 will be the objection and instruction --  
 3 MS. WEISMANN: Fine, but I want this  
 4 in the record.  
 5 MR. BERRY: This is going to take a  
 6 while to copy. Do you want to move on?  
 7 MS. WEISMANN: No, I'll wait.  
 8 (Exhibit CFA-5 was  
 9 marked for identification.)  
 10 BY MS. WEISMANN:  
 11 Q. Mr. Miller, I'm handing you what has now  
 12 been marked as CFA Exhibit 5. Have you seen  
 13 this document before?  
 14 A. I have, indeed.  
 15 Q. And this purports to be, is it, in fact,  
 16 the written testimony that you presented to the  
 17 Senate Committee on Banking, Housing and Urban  
 18 Affairs on September 14 of 2006?  
 19 A. Yes, it is.  
 20 Q. And in the first paragraph it says that  
 21 you are appearing there on behalf of the  
 22 Community Financial Services Association of  
 23 America; is that correct?  
 24 A. Yes.  
 25 Q. And do you still have a relationship

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1 with CFSFA?  
 2 MR. BERRY: I'm going to object on  
 3 relevance and instruct him not to answer.  
 4 BY MS. WEISMANN:  
 5 Q. Your written testimony goes on, does it  
 6 not, to talk about, the topic is Predatory  
 7 Lending Practices Directed at Members of the  
 8 Armed Forces and Their Dependents. That was the  
 9 topic at the hearing at which you were presenting  
 10 testimony; is it not?  
 11 A. It is. It's 10 years ago. I don't  
 12 remember that much about it.  
 13 MS. WEISMANN: Well, I would proffer  
 14 that it is, in fact, relevant. It goes to his  
 15 bias or potential bias and credibility as a  
 16 witness.  
 17 BY MS. WEISMANN:  
 18 Q. Mr. Miller, given your private law  
 19 practice and your association with some of these  
 20 other groups, what steps have you taken to ensure  
 21 that CCRF and the actions it takes are not  
 22 influenced by the private business interests of  
 23 you or your clients?  
 24 MR. BERRY: I'm going to object,  
 25 same instruction about not answering, object on

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1 relevance.  
2 MS. WEISMANN: Are you going to  
3 direct him not to answer?  
4 MR. BERRY: Yes, I'm going to  
5 instruct him.  
6 MS. WEISMANN: Again, it's directly  
7 relevant to his credibility as a witness.  
8 BY MS. WEISMANN:  
9 Q. Are you going to answer the question?  
10 A. I'm not.  
11 Q. Are you not answering on the advice of  
12 counsel?  
13 A. Correct.  
14 Q. I'm going to turn now to the complaint.  
15 I'm not going to enter it as an exhibit, but for  
16 purposes of my question I'm going to hand you two  
17 documents that you can refresh your memory with.  
18 One is the verified complaint that was filed on  
19 June 19th, 2015 and the second is the amended  
20 complaint that was filed on April, is it 16?  
21 A. 26th.  
22 Q. I'm going to hand you those two  
23 documents for the next series of questions that  
24 I'm going to ask you. In each of these  
25 documents, you are the person, are you not, who

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1 verified the accuracy of the factual information  
2 in the complaints?  
3 A. That's a question?  
4 Q. Yes.  
5 A. Yes, I am.  
6 Q. Is it still your belief that CCRF will  
7 suffer a loss of confidence and trust of business  
8 partners if the injunctive relief CCRF is seeking  
9 is not granted?  
10 MR. BERRY: Object on relevance.  
11 MS. WEISMANN: Your latest complaint  
12 continues to allege irreparable injury. I want  
13 to know if this is still part of the irreparable  
14 injury that you claim.  
15 MR. BERRY: If what is? What's  
16 this?  
17 MS. WEISMANN: The question I just  
18 asked, the loss of confidence and trust of  
19 business partners.  
20 MR. BERRY: Again, I'm going to  
21 object on relevance.  
22 MS. WEISMANN: Okay, go ahead.  
23 THE WITNESS: I'm not going to  
24 answer on the direction of my counsel.  
25 MR. BERRY: I'm going to instruct

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1 him.  
2 MS. WEISMANN: You did not instruct  
3 him.  
4 MR. BERRY: Now I instruct him.  
5 BY MS. WEISMANN:  
6 Q. In the first complaint you referenced,  
7 the complaint references business partners. Can  
8 you tell me who those business partners are?  
9 MR. BERRY: I'm going to object on  
10 relevance and instruct him not to answer.  
11 MS. WEISMANN: For the reasons we've  
12 discussed in the past, I continue to believe this  
13 is relevant and germane and goes directly to the  
14 injunctive relief that you are seeking and the  
15 credibility of the witness, as well.  
16 MR. BERRY: My objection and  
17 instruction remain the same.  
18 BY MS. WEISMANN:  
19 Q. Are you going to answer the question?  
20 A. No, I'm not.  
21 Q. And is that based on the direction of  
22 your counsel?  
23 A. Yes, ma'am.  
24 Q. Okay. Does it continue to be your  
25 belief, Mr. Miller, that CCRF will lose good will

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1 absent the requested injunction?  
2 MR. BERRY: Again, same objection,  
3 same instruction.  
4 BY MS. WEISMANN:  
5 Q. Are you going to answer the question?  
6 A. No, ma'am.  
7 MS. WEISMANN: And I make the same  
8 proffer for these series of questions. I think,  
9 to make it easier, we can just agree that you  
10 make the same objection and I make the same  
11 argument on relevance, and it's germane as to  
12 essential elements of the complaint.  
13 MR. BERRY: Understood.  
14 BY MS. WEISMANN:  
15 Q. Is it still your belief that CCRF will  
16 suffer damage to its business absent a requested  
17 injunction?  
18 MR. BERRY: Same objection, same  
19 instruction.  
20 THE WITNESS: It's no longer part of  
21 our complaint.  
22 BY MS. WEISMANN:  
23 Q. Are you answering the question?  
24 A. No.  
25 Q. And is that on advice of counsel?

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<p>1 A. Yes.</p> <p>2 Q. What is meant by the reference in the</p> <p>3 first complaint to CCRF's business reputation?</p> <p>4 MR. BERRY: Again, same objection</p> <p>5 and instruction.</p> <p>6 BY MS. WEISMANN:</p> <p>7 Q. Are you going to answer the question?</p> <p>8 A. No.</p> <p>9 Q. And is it on advice of counsel?</p> <p>10 A. Yes, ma'am.</p> <p>11 Q. For each of these questions that I have</p> <p>12 been asking you about specific elements of your</p> <p>13 complaint, specific damage elements, you do</p> <p>14 understand that you verified the accuracy of</p> <p>15 those facts; do you not?</p> <p>16 A. Yes.</p> <p>17 Q. Would you explain how CCRF has acquired</p> <p>18 proprietary information as pled in the complaint?</p> <p>19 MR. BERRY: Object and instruct.</p> <p>20 BY MS. WEISMANN:</p> <p>21 Q. Are you going to answer the question?</p> <p>22 A. No.</p> <p>23 Q. And is that on advice of counsel?</p> <p>24 A. Yes, ma'am.</p> <p>25 Q. All right. In the second complaint</p>	<p>1 within the category of injury alleged in</p> <p>2 paragraph 31?</p> <p>3 A. I'm not sure, but if you want to leave a</p> <p>4 space in the transcript and I think of something,</p> <p>5 I'll be happy to fill it in.</p> <p>6 Q. You can take as much time as you need</p> <p>7 right now if you want to think about it. We're</p> <p>8 under a tight discovery deadline right now.</p> <p>9 A. I'm sure there may be other issues, but</p> <p>10 as I sit here today I'm not able to articulate</p> <p>11 them. That doesn't mean they don't exist.</p> <p>12 Q. So just to be clear, all of the very</p> <p>13 specific harms that were alleged in the first</p> <p>14 complaint are no longer components of the</p> <p>15 irreparable injury that you are alleging will</p> <p>16 occur from disclosure?</p> <p>17 MR. BERRY: I'm going to object,</p> <p>18 asked and answered several times.</p> <p>19 MS. WEISMANN: Well, it wasn't</p> <p>20 answered. Nothing was answered.</p> <p>21 MR. BERRY: He's given four answers.</p> <p>22 MS. WEISMANN: I'm sorry?</p> <p>23 MR. BERRY: He has given four</p> <p>24 answers.</p> <p>25 MS. WEISMANN: He's refused to</p>
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<p>1 that was filed more recently, I would like you to</p> <p>2 turn, if you have that document, to paragraph 31.</p> <p>3 A. (Witness complies with request of</p> <p>4 counsel.)</p> <p>5 Q. Do you see that?</p> <p>6 A. Yes.</p> <p>7 Q. What is the nature of the irreparable</p> <p>8 injury that that paragraph alleges will occur if</p> <p>9 the requested documents are disclosed to CFA?</p> <p>10 A. It's that the documents will be</p> <p>11 disclosed and there's no way to undisclose them</p> <p>12 at that point.</p> <p>13 Q. But my question goes to specific harm to</p> <p>14 CCRF from the disclosure. How is CCRF harmed by</p> <p>15 that disclosure?</p> <p>16 A. It's harm that can't be measured in</p> <p>17 money.</p> <p>18 Q. I think you're still not answering the</p> <p>19 question. What is the nature of the injury that</p> <p>20 CCRF will suffer if the documents that CFA has</p> <p>21 requested are disclosed?</p> <p>22 A. We will suffer the disclosure of</p> <p>23 documents that by law we are entitled to insist</p> <p>24 remain private.</p> <p>25 Q. Is there any other harm that falls</p>	<p>1 answer any of the questions I asked about any of</p> <p>2 those harms. So I think the record is clear</p> <p>3 that it's been asked but never answered.</p> <p>4 MR. BERRY: He has provided an</p> <p>5 answer to you.</p> <p>6 MS. WEISMANN: I think we should go</p> <p>7 back and see if you can find the answer to that</p> <p>8 question.</p> <p>9 MR. BERRY: You may not like his</p> <p>10 answer, but he's answered it four different</p> <p>11 times.</p> <p>12 MS. WEISMANN: Then let's find out</p> <p>13 where --</p> <p>14 MR. BERRY: Why don't you have the</p> <p>15 court reporter read it back.</p> <p>16 (The record was read by the court</p> <p>17 reporter as follows:)</p> <p>18 "Question, so just to be clear, all of the</p> <p>19 very specific harms that were alleged in the</p> <p>20 first complaint are no longer components of the</p> <p>21 irreparable injury that you are alleging will</p> <p>22 occur from disclosure?"</p> <p>23 MR. BERRY: I'm also going to object</p> <p>24 to the extent that you're calling for a legal</p> <p>25 conclusion.</p>



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<p>1 MS. WEISMANN: All right.</p> <p>2 THE WITNESS: So our complaint is</p> <p>3 the amended complaint. So the harms that are</p> <p>4 alleged in the amended complaint are the harms</p> <p>5 that we contend that we'll suffer.</p> <p>6 MS. WEISMANN: Can you read back the</p> <p>7 question that I asked?</p> <p>8 (The record was read by the court</p> <p>9 reporter as follows:)</p> <p>10 "Question, so just to be clear, all of the</p> <p>11 very specific harms that were alleged in the</p> <p>12 first complaint are no longer components of the</p> <p>13 irreparable injury that you are alleging will</p> <p>14 occur from disclosure?"</p> <p>15 THE WITNESS: The irreparable injury</p> <p>16 that we allege is the injury alleged in the</p> <p>17 amended complaint.</p> <p>18 BY MS. WEISMANN:</p> <p>19 Q. And again for clarity's sake, it does</p> <p>20 not include any of the harms that were alleged in</p> <p>21 the original complaint; is that --</p> <p>22 MR. BERRY: I'm going to object,</p> <p>23 asked and answered.</p> <p>24 THE WITNESS: Our contention is that</p> <p>25 the amended complaint supersedes the original</p>	<p>1 a five-minute break.</p> <p>2 (Brief recess.)</p> <p>3 BY MS. WEISMANN:</p> <p>4 Q. Mr. Miller, were you aware at the time</p> <p>5 that CFA had filed an information request in</p> <p>6 Arkansas for records from Arkansas Tech</p> <p>7 University relating to the study that Professors</p> <p>8 Fusaro and Cirillo did?</p> <p>9 A. At what time?</p> <p>10 Q. At the time we filed our request, were</p> <p>11 you aware of that?</p> <p>12 MR. BERRY: I'm sorry, it's your</p> <p>13 question, but I don't understand, perhaps the</p> <p>14 witness doesn't. Are you saying at the time you</p> <p>15 filed the request in Georgia did you file a</p> <p>16 request in Arkansas? I'm, frankly, very fused.</p> <p>17 BY MS. WEISMANN:</p> <p>18 Q. I talked earlier about a study that CCRF</p> <p>19 had funded.</p> <p>20 A. Right.</p> <p>21 Q. That involved two professors at Arkansas</p> <p>22 Tech University. Were you aware that CFA, my</p> <p>23 organization, had filed an information request</p> <p>24 for communications and other documents from</p> <p>25 Arkansas Tech University?</p>
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<p>1 complaint in its entirety.</p> <p>2 BY MS. WEISMANN:</p> <p>3 Q. As the person who verified the accuracy</p> <p>4 of the factual assertions in each of the</p> <p>5 complaints, what steps did you take to assure</p> <p>6 yourself that those factual allegations were</p> <p>7 accurate and are accurate?</p> <p>8 A. I don't understand the question. I'm</p> <p>9 sorry.</p> <p>10 Q. Okay. You signed a statement in the</p> <p>11 complaint and the amended complaint verifying the</p> <p>12 accuracy of the factual allegations in each of</p> <p>13 those complaints; did you not?</p> <p>14 A. Yes, ma'am.</p> <p>15 Q. And I'm asking what steps you took prior</p> <p>16 to signing those documents to verify that, in</p> <p>17 fact, the factual allegations as set forth in the</p> <p>18 complaints were accurate.</p> <p>19 A. At the time I believed the contents of</p> <p>20 both complaints to be accurate, to my own</p> <p>21 knowledge.</p> <p>22 Q. So you were relying solely on your own</p> <p>23 knowledge?</p> <p>24 A. Yes, ma'am.</p> <p>25 MS. WEISMANN: I would like to take</p>	<p>1 MR. BERRY: I'm going to object on</p> <p>2 relevance.</p> <p>3 MS. WEISMANN: You may answer.</p> <p>4 THE WITNESS: Portions of the</p> <p>5 premise of your question are incorrect.</p> <p>6 BY MS. WEISMANN:</p> <p>7 Q. Okay, what's incorrect?</p> <p>8 A. So the authors of the paper are not two</p> <p>9 professors at Arkansas Tech.</p> <p>10 Q. One of them is, and Cirillo was brought</p> <p>11 in. Okay, with that correction, can you answer</p> <p>12 the question?</p> <p>13 MR. BERRY: Is he aware --</p> <p>14 THE WITNESS: So am I aware now?</p> <p>15 BY MS. WEISMANN:</p> <p>16 Q. No, were you at the time that we sought</p> <p>17 documents?</p> <p>18 MR. BERRY: I'm going to object</p> <p>19 again on relevance. He can answer if he knows.</p> <p>20 THE WITNESS: At the time you filed?</p> <p>21 MS. WEISMANN: Yes, at the time we</p> <p>22 filed.</p> <p>23 THE WITNESS: I was not aware at the</p> <p>24 time you filed.</p> <p>25 BY MS. WEISMANN:</p>

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<p>1 Q. When did you become aware that CFA was 2 seeking documents relating to the study that 3 Professors Fusaro and Cirillo did for CCRF? 4 A. I don't remember. 5 Q. To your knowledge has CCRF filed with 6 the IRS any Form 990's since 2013? 7 MR. BERRY: I'm going to object on 8 relevance and instruct him not to answer. 9 BY MS. WEISMANN: 10 Q. Are you going to answer the question, 11 sir? 12 A. I'm not going to answer on the advice of 13 my counsel. 14 Q. I want to turn back to the complaints, 15 and if you want to have copies for your 16 convenience, here they are. It's not an 17 exhibit. I'm going to hand it to you, Mr. 18 Miller. We haven't marked it because it's 19 already part of the record. 20 MR. BERRY: You've handed him the 21 amended complaint. 22 MS. WEISMANN: I'm going to make it 23 an exhibit. 24 (Exhibit CFA-6 was 25 marked for identification.)</p>	<p>1 question again, please? 2 (The record was read by the court 3 reporter as follows:) 4 "Question, is that still your sworn testimony 5 or do you no longer believe the facts stated in 6 paragraph 31 to be true?" 7 THE WITNESS: So I believe the first 8 phrase of paragraph 31 correctly sets forth our 9 theory in the case and that the matters alleged 10 in the remainder of the paragraph, although still 11 true, are not relevant to our claims. 12 BY MS. WEISMANN: 13 Q. Based on the testimony you just gave 14 that those statements are true, is it still your 15 position that you will not answer any specific 16 questions about those injuries, the good will, 17 loss of proprietary information, harm to business 18 partners, et cetera? 19 MR. BERRY: Are you asking me or 20 him? 21 MS. WEISMANN: I'm asking him. 22 MR. BERRY: Well, she's looking at 23 me. 24 MS. WEISMANN: Well, I'm expecting 25 you --</p>
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<p>1 MS. WEISMANN: So Exhibit 6 is the 2 verified complaint that was filed on June 19th, 3 2015 which is already part of the record in this 4 case but we will make it an exhibit in this 5 deposition. 6 BY MS. WEISMANN: 7 Q. Mr. Miller, I would like you to, if you 8 would, turn to paragraph 31, and would you read 9 that for me? 10 A. 31, although no irreparable injury is 11 required to warrant a permanent injunction, CCRF 12 will, in fact, be irreparably harmed by the Board 13 of Regents' release of the documents. CCRF will 14 be irreparably harmed by loss of confidence and 15 trust of business partners, loss of good will, 16 damage to its business, loss of business 17 reputation and loss of proprietary information. 18 Q. Is that still your sworn testimony or do 19 you no longer believe the facts stated in 20 paragraph 31 to be true? 21 MR. BERRY: I'm going to object on 22 relevance and just remind you again that in 23 Georgia, an amended complaint supersedes another 24 complaint. 25 THE WITNESS: May I hear the</p>	<p>1 MR. BERRY: Same objection. That's 2 an amended complaint. It supersedes the 3 original complaint. 4 MS. WEISMANN: So are you directing 5 him not to answer those questions? 6 MR. BERRY: Will you repeat her most 7 recent question again, please? 8 (The record was read by the court 9 reporter as follows:) 10 "Question, based on the testimony you just 11 gave that those statements are true, is it still 12 your position that you will not answer any 13 specific questions about those injuries, the good 14 will, loss of proprietary information, harm to 15 business partners, et cetera?" 16 MR. BERRY: Again, I'm going to 17 object on relevance. I don't see a basis for 18 answering. 19 MS. WEISMANN: You may answer. 20 MR. BERRY: I think I'm going to 21 direct him not to answer at this point. 22 BY MS. WEISMANN: 23 Q. Are you going to answer, Mr. Miller? 24 A. I'm not going to answer. 25 Q. And is that on advice of counsel?</p>

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1 A. Yes.  
2 MS. WEISMANN: I think we're done.  
3 MS. COLANGELO: I want to ask some  
4 questions.  
5 EXAMINATION  
6 BY MS. COLANGELO:  
7 Q. Go back to Exhibit 2, Mr. Miller.  
8 A. Yes, ma'am.  
9 Q. Now, this agreement talks about  
10 documents being destroyed when the project is  
11 complete, correct?  
12 A. Yes, ma'am.  
13 Q. Is the project complete?  
14 A. I believe the project is complete.  
15 Q. Was it completed when the payment was  
16 made to Kennesaw?  
17 A. I think it was complete when the paper  
18 was complete.  
19 Q. Okay.  
20 A. That was the final deliverable.  
21 Q. Now, this agreement requires that  
22 confidential information be destroyed or returned  
23 when the project is complete, correct?  
24 A. Yes, ma'am.  
25 Q. Any reason to believe that Dr. Priestley

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1 or Kennesaw failed to do that?  
2 MR. BERRY: I think he's already  
3 answered the question.  
4 THE WITNESS: The answer is yes, I  
5 do.  
6 BY MS. COLANGELO:  
7 Q. You do think that they may not have  
8 destroyed the information?  
9 A. I don't think they have destroyed  
10 anything.  
11 Q. You said that you had looked at some of  
12 the records that are at issue here, correct?  
13 A. I've looked at all the records.  
14 Q. Did that contain any of this  
15 confidential information that you think should  
16 have been destroyed as required by this  
17 agreement?  
18 MR. BERRY: I'm going to object to  
19 the extent it calls for a legal conclusion and  
20 also object, frankly, it gets to the contents of  
21 what's in the subject documents that are the  
22 subject of the lawsuit.  
23 MS. COLANGELO: Okay. Are you  
24 instructing him not to answer?  
25 MR. BERRY: To the extent you can,

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1 repeat the question or rephrase it or maybe the  
2 court reporter could do that.  
3 THE WITNESS: She can't rephrase it.  
4 (The record was read by the court  
5 reporter as follows:)  
6 "Question, did that contain any of this  
7 confidential information that you think should  
8 have been destroyed as required by this  
9 agreement?"  
10 MR. BERRY: I'm going to object  
11 again just because you're asking about the  
12 contents of the very documents we're trying to  
13 keep from disclosure here under the two  
14 exceptions and instruct him not to answer.  
15 MS. COLANGELO: I don't think I can  
16 rephrase that in a manner that won't have the  
17 same objection. That's all the questions I  
18 have.  
19 MR. BERRY: We're going to step out  
20 for one second.  
21 (Off the record discussion.)  
22 MR. BERRY: We have no questions for  
23 the witness but do want to make as Exhibit, just  
24 to keep things sequential, I guess we will make  
25 as 7 and 8, Exhibit 7 would be the March 23rd,

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1 2016 letter from Mark Silver to Henry Chalmers,  
2 Megan Mitchell and Anne Weismann; and then as  
3 Exhibit 8, the email from Mark Silver to Megan  
4 Mitchell, Anne Weismann, a summary email.  
5 (Exhibits CFA-7 and 8 were  
6 marked for identification.)  
7 FURTHER EXAMINATION  
8 BY MS. WEISMANN:  
9 Q. Mr. Miller, if you know, how many pages  
10 of documents have been withheld under privilege  
11 or exemption claims by CCRF that are responsive  
12 to CFA's requests; do you know?  
13 A. How many pages have been withheld by the  
14 university?  
15 Q. Yes, because of this lawsuit.  
16 A. I don't know.  
17 Q. I mean are we talking hundreds?  
18 A. I don't know.  
19 Q. You said you reviewed all the documents  
20 that were responsive?  
21 A. I did.  
22 Q. What was the volume?  
23 A. I don't remember.  
24 Q. You don't remember. Are we talking  
25 about bigger than a banker's box?

<p align="right">Page 74</p> <p>1 MR. BERRY: He's answered I don't  2 remember.  3 MS. WEISMANN: Well, I'm trying to  4 help his memory. I'm allowed to do that.  5 THE WITNESS: Smaller than a  6 banker's box.  7 MS. WEISMANN: Bigger than a bread  8 box? Because we have no information about them.  9 That's it.  10 MR. BERRY: We would like to read  11 and sign.  12 (Deposition concluded at 2:00 p.m.)  13  14  15  16  17  18  19  20  21  22  23  24  25</p>	<p align="right">Page 76</p> <p>1 read: _____  2 Reason for  3 change: _____  4  5 Page____ Line____ should  6 read: _____  7 Reason for  8 change: _____  9  10 Page____ Line____ should  11 read: _____  12 Reason for  13 change: _____  14  15 Page____ Line____ should  16 read: _____  17 Reason for  18 change: _____  19  20 Page____ Line____ should  21 read: _____  22 Reason for  23 change: _____  24  25 Page____ Line____ should</p>
<p align="right">Page 75</p> <p>1  2 ERRATA SHEET  3  4  5 Pursuant to Rule 30(7)(e) of the Federal  6 Rules of Civil Procedure and/or Official Code  7 of Georgia Annotated 9-11-30(e), any changes  8 in form or substance which you desire to make  9 to your deposition testimony shall be entered  10 upon the deposition with a statement of the  11 reasons given for making them.  12  13 To assist you in making any such  14 corrections, please use the form below. If  15 supplemental or additional pages are  16 necessary, please furnish same and attach  17 them to this errata sheet.  18 ---  19 I, the undersigned, HILARY B. MILLER,  20 do hereby certify that I have read the  21 foregoing deposition and that to the best of  22 my knowledge said deposition is true and  23 accurate (with the exception of the following  24 corrections listed below).  25  Page____ Line____ should  read: _____  Reason for  change: _____    Page____ Line____ should  read: _____  Reason for  change: _____  Page____ Line____ should</p>	<p align="right">Page 77</p> <p>1 read: _____  2 Reason for  3 change: _____  4  5 Page____ Line____ should  6 read: _____  7 Reason for  8 change: _____  9  10 Page____ Line____ should  11 read: _____  12 Reason for  13 change: _____  14  15 _____  16 Signature  17  18 Sworn to and subscribed before me  19 _____, Notary Public.  20 This _____ day of _____, 2016  21 My Commission Expires: JJS  22  23  24  25</p>

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C E R T I F I C A T E

G E O R G I A:  
F U L T O N C O U N T Y:

I hereby certify that the foregoing deposition was reported, as stated in the caption, and the questions and answers thereto were reduced to the written page under my direction; that the foregoing pages 1 through 74 represent a true and correct transcript of the evidence given. I further certify that I am not in any way financially interested in the result of said case.

Pursuant to Rules and Regulations of the Board of Court Reporting of the Judicial Council of Georgia, I make the following disclosure:

I am a Georgia Certified Court Reporter. I am here as an independent contractor for Huseby, Incorporated.

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I was contacted by the offices of Huseby, Incorporated to provide court reporting services for this deposition. I will not be taking this deposition under any contract that is prohibited by O.C.G.A 15-14-37 (a) or (b).

I have no written contract to provide reporting services with any party to the case, any counsel in the case, or any reporter or reporting agency from whom a referral might have been made to cover this deposition. I will charge my usual and customary rates to all parties in the case.

This, the 27th day of April, 2016.



JUDY J. SMITH  
Certified Court Reporter  
CCR-A-521  
My Commission Expires  
December 10, 2018

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