

2017 Vogt v State Farm Mrs Deposition 21 pages

EXHIBIT A

BEVERLY VOGT 12/13/2017

Page 1

1 IN THE UNITED STATES DISTRICT COURT
 2 WESTERN DISTRICT OF MISSOURI
 3 CENTRAL DIVISION
 4 MICHAEL VOGT, on behalf of
 5 himself and all others
 6 similarly situated,
 7 Plaintiff,
 8 vs. Case No. 2:16-cv-04170-NKL
 9 STATE FARM LIFE
 10 INSURANCE COMPANY,
 11 Defendant.

12 VIDEO DEPOSITION OF BEVERLY VOGT
 13 Taken on behalf of the Defendant
 14 December 13, 2017

15 Sandra Tippins, CCR
 16 (The deposition began at 9:36 a.m.)
 17
 18
 19
 20
 21
 22
 23
 24
 25

Page 3

1 IN THE UNITED STATES DISTRICT COURT
 2 WESTERN DISTRICT OF MISSOURI
 3 CENTRAL DIVISION
 4 MICHAEL VOGT, on behalf of
 5 himself and all others
 6 similarly situated,
 7 Plaintiff,
 8 vs. Case No. 2:16-cv-04170-NKL
 9 STATE FARM LIFE
 10 INSURANCE COMPANY,
 11 Defendant.

12 VIDEO DEPOSITION OF BEVERLY VOGT,
 13 produced, sworn, and examined on the 13th day of
 14 December, 2017, between the hours of nine o'clock
 15 in the forenoon and five o'clock in the afternoon
 16 of that day, at the law offices of Miller Schirger,
 17 4520 Main Street, Suite 1570, Kansas City,
 18 Missouri, before SAUNDRA TIPPINS, a Notary Public,
 19 and Certified Court Reporter within and for the
 20 States of Missouri and Kansas, in a certain cause
 21 now pending before the U.S. District Court, Western
 22 District of Missouri, Central Division, wherein
 23 MICHAEL VOGT is the Plaintiff and STATE FARM LIFE
 24 INSURANCE COMPANY is the Defendant.
 25

Page 2

1 QUESTIONS BY: PAGE NO.
 2 MR. ROOT 6

3 INDEX OF EXHIBITS

4 EXHIBIT	PAGE REFERENCED	
5 NO.		
6 Exhibit 24	VOGT_25	50
7 Exhibit 27	Insurance Policy	54
8 Exhibit 28	VOGTM00000107PROD	24
9 Exhibit 32	VOGT_4 - 5	52
10 Exhibit 33	VOGT_18	16
11 Exhibit 34	VOGT_44 - 47	71

12 (Whereupon the exhibits were attached to the
 13 original and copies.)
 14
 15
 16
 17
 18
 19
 20
 21
 22
 23
 24
 25

Page 4

1 A P P E A R A N C E S
 2 For the Plaintiff:
 3 MR. JOHN J. SCHIRGER
 4 MILLER SCHIRGER
 5 4520 Main Street, Suite 1570
 6 Kansas City, Missouri 64111
 7 (816)561-6500
 8 jschirger@millerschirger.com

9 For the Defendant:
 10 MR. JEREMY A. ROOT
 11 STINSON LEONARD STREET
 12 230 West McCarty Street
 13 Jefferson City, Missouri 65101
 14 (573)556-3609
 15 jeremy.root@stinson.com

16 The Court Reporter:
 17 Ms. Sandra Tippins
 18 Alaris Litigation
 19 1608 Locust Street
 20 Kansas City, Missouri 64108
 21 (816)221-1160

22 The Videographer:
 23 Mr. Michael Dennis
 24 Alaris Litigation
 25 1608 Locust Street
 Kansas City, Missouri 64108
 (816)221-1160

1 (Pages 1 to 4)

ALARIS LITIGATION SERVICES

Page 5

1 IT IS HEREBY STIPULATED AND AGREED,
 2 by and between counsel for Plaintiff and counsel
 3 for Defendant that the deposition of BEVERLY VOGT
 4 may be taken in shorthand by Sandra Tippins, a
 5 notary public and shorthand reporter, and
 6 afterwards transcribed into typewriting; and the
 7 signature of the witness is expressly reserved.
 8 *****
 9 THE REPORTER: Electronic
 10 transcript?
 11 MR. SCHIRGER: Electronic is fine.
 12 MR. ROOT: Electronic as well.
 13 *****
 14 THE VIDEOGRAPHER: We're now going
 15 on the record. Today's date is December 13th,
 16 2017. The time is 9:36. This is the videotaped
 17 deposition of Beverly Vogt in the case of
 18 Michael G. Vogt versus State Farm Life Insurance
 19 Company, Case No. 2:16-cv-04170-NKL, in the United
 20 States District Court for the Western District of
 21 Missouri.
 22 Would counsel please state their
 23 appearance for the record.
 24 MR. ROOT: This is Jeremy Root on
 25 behalf of Defendant, State Farm Life Insurance

Page 6

1 Company.
 2 MR. SCHIRGER: John Schirger on
 3 behalf of the Plaintiff and witness, Ms. Vogt.
 4 THE VIDEOGRAPHER: Would the court
 5 reporter please swear in the witness.
 6 BEVERLY VOGT,
 7 of lawful age, produced, sworn and examined on
 8 behalf of Defendant, deposes and says:
 9 EXAMINATION
 10 QUESTIONS BY MR. ROOT:
 11 Q Good morning, Mrs. Vogt.
 12 A Good morning.
 13 Q My name's Jeremy Root. And we met
 14 just before this deposition started; is that
 15 right?
 16 A Yes.
 17 Q Have you ever had your deposition
 18 taken before?
 19 A No.
 20 Q Okay. So your attorney may have
 21 explained this to you, but there is a court
 22 reporter here who is taking down all the words I
 23 say and all the words you say, and if there are
 24 objections from Mr. Schirger all the words that he
 25 says, too. And so it will be useful for us if we

Page 7

1 try not to talk over each other.
 2 A Okay.
 3 Q You will likely anticipate what my
 4 question will be. I'd ask that you let me finish
 5 it before you answer it. We'll try and get out of
 6 here as soon as we can.
 7 A All right.
 8 Q And it's important to answer verbally
 9 because the court reporter can take down words,
 10 but she can't take down nods or shakes of the head
 11 or shrugs as easily.
 12 Can you help me with that?
 13 A I understand.
 14 Q Okay, thank you.
 15 What did you do to prepare for your
 16 deposition today?
 17 A I met about an hour yesterday with my
 18 lawyers.
 19 Q Okay. Did you do anything else?
 20 A No.
 21 Q Did you review any documents to get
 22 ready for your deposition today?
 23 A I looked at one document.
 24 Q What was that document?
 25 A I wanted to refresh my memory on when

Page 8

1 we had terminated the policy.
 2 Q And so is that the notice of
 3 termination, or do you remember what that was?
 4 A Yes, yes.
 5 Q Okay. Other than meeting with your
 6 lawyers for about an hour yesterday, did you do
 7 anything else to prepare for your deposition
 8 today?
 9 A No.
 10 Q Did you visit with your husband about
 11 his deposition?
 12 A No. I did visit with him right after,
 13 but he didn't say much.
 14 Q Okay. What, if anything, do you
 15 recall that he said?
 16 A The only thing he said to me was that
 17 there were a lot of questions, some of which he
 18 could answer. And he also said that there was one
 19 document that he looked at that did not have his
 20 signature on it. And that's pretty well all he
 21 said.
 22 Q Okay. Did he tell you what that
 23 document was?
 24 A No.
 25 Q Did you look at that document in

Page 9

1 **getting ready for your deposition today?**
 2 A No. I have no idea what it is.
 3 **Q Okay. Mrs. Vogt, are you presently**
 4 **employed?**
 5 A No. I'm retired.
 6 **Q Before you retired, what was your**
 7 **occupation?**
 8 A I taught school for 35 years,
 9 kindergarten, preschool and first grade. And I
 10 worked as a math consultant for Portland State
 11 University, training teachers in elementary,
 12 preschool, primary math.
 13 **Q Is that Portland State University in**
 14 **Portland, Oregon?**
 15 A Yes.
 16 **Q Did you live out there?**
 17 A No. I traveled around. I lived here.
 18 **Q My family lives out in Portland.**
 19 A It's beautiful.
 20 **Q It's a nice part of the world.**
 21 **Mrs. Vogt, do you have children?**
 22 A Yes.
 23 **Q What are their names?**
 24 A Jennifer Benefield, she's 46;
 25 Michael G. Vogt, Jr., he's 45; and William Patrick

Page 10

1 Vogt, and he is 38.
 2 **Q And is your husband Michael Glenn**
 3 **Vogt?**
 4 A Yes.
 5 **Q And he's the Plaintiff in the lawsuit.**
 6 **Are you familiar with that?**
 7 A Yes.
 8 **Q The lawsuit relates to his purchase in**
 9 **1999 of universal life insurance from State Farm**
 10 **Life Insurance Company. Are you familiar with**
 11 **that policy?**
 12 A Yes.
 13 **Q And were you married at the time he**
 14 **purchased that insurance?**
 15 A Yes.
 16 **Q Were you involved in his decision to**
 17 **purchase that insurance?**
 18 A Yes. We met together with our agent.
 19 **Q How many times did you meet with your**
 20 **agent?**
 21 A Concerning that policy?
 22 **Q Yes.**
 23 A I think once, twice. There was the
 24 initial meeting to let him know what we were
 25 interested in purchasing, and then the second

Page 11

1 meeting when he gave us the premium cost. So
 2 there were two meetings that I recall.
 3 **Q And what were you interested in**
 4 **purchasing in 1999 at that initial meeting?**
 5 A Well, my husband was getting ready to
 6 retire in about three years, and when we looked at
 7 his pension, he was retiring as a teamster, so
 8 there was a reduction of \$350 per month in his
 9 retirement in order to give me a spousal benefit
 10 if he died.
 11 So rather than take that kind of a
 12 reduction, we thought it best to take out an
 13 investment policy similar to the other policies
 14 we already had. And that was done for me to have
 15 income on it if something happened to him.
 16 **Q And you said this was he wanted to**
 17 **take out a policy similar to the other policies**
 18 **that you had.**
 19 **What other policies did you have with**
 20 **State Farm at that time?**
 21 A We had three whole life policies. The
 22 first one we took out when our daughter was born
 23 in 1971, and it was whole life. All three of
 24 those policies were whole life.
 25 They were different in the fact that one

Page 12

1 was a \$10,000 special ordinary policy. One we
 2 took out as a \$5,000 policy that had the ability
 3 to grow. In other words, we could increase the
 4 amount of the benefit. And then the other one
 5 was a \$25,000 policy.
 6 **Q And in January of this year, 2017, did**
 7 **you take out dividends that had accumulated over**
 8 **the years on these policies?**
 9 A Yes.
 10 **Q And for one of the policies -- well,**
 11 **can you recall what the dividend amounts were?**
 12 A I believe the total amount was
 13 somewhere around 46,000. We left one policy
 14 without taking out the dividends.
 15 **Q And those policies continue in force**
 16 **today?**
 17 A Yes.
 18 **Q Why did you take out the dividend in**
 19 **January of 2017?**
 20 A We took those out in order to pay off
 21 our loan on our home. We owed I think \$80,000,
 22 and I had saved the additional money. We wanted
 23 to be debt free.
 24 **Q So you didn't take those dividends out**
 25 **to pay for anything related to this lawsuit?**

3 (Pages 9 to 12)

Page 13

1 A No, no.

2 **Q Have you paid anything related to this**

3 **lawsuit?**

4 A No.

5 **Q Do you expect to pay anything related**

6 **to this lawsuit?**

7 A No.

8 **Q All right, going back to the initial**

9 **meeting in 1999, what did -- who was your State**

10 **Farm agent at that time?**

11 A Ken Robinson.

12 **Q Had he been your agent for a long**

13 **time?**

14 A No, not too long. Our original agent

15 was Darrell Apple in Liberty. He became my agent

16 when I purchased a car my senior year to do

17 student teaching, and he had been our agent until

18 he retired, and we were assigned to Ken Robinson.

19 **Q And so was your first meeting with Ken**

20 **Robinson to discuss your investment policy needs**

21 **that led to the purchase of the universal life**

22 **insurance?**

23 A Yes.

24 **Q And what did Mr. Robinson say to you,**

25 **if you can recall?**

Page 14

1 A About what?

2 **Q About the universal life insurance**

3 **policy.**

4 A He told us that it was a universal

5 whole life, very similar to what we already had;

6 that it would grow in interest and dividends.

7 **Q Did he tell you anything about the**

8 **cost of insurance?**

9 A The only thing he told us was what our

10 premium would be. That was in the second meeting

11 we had with him. He told us that we were rated up

12 somewhat because of my husband's diabetes, and

13 that our premium would be \$150 per month for the

14 life of the policy.

15 **Q And did he show you an illustration of**

16 **how the policy might perform?**

17 A No.

18 **Q You don't recall reviewing an**

19 **illustration at either meeting you had with**

20 **Mr. Robinson?**

21 A No. Basically he just gave us the

22 premium amount, and because we had the other whole

23 life policies and we knew how they worked, then we

24 assumed, I assumed that we -- they would operate

25 the same way.

Page 15

1 But it was just the premium, and then I

2 think we signed some papers and gave him a check,

3 and that was the extent of our meeting.

4 **Q When the policy issued, did you review**

5 **the policy?**

6 A I looked at it, but I'm not an expert

7 in insurance, so I didn't know everything I was

8 looking at.

9 **Q Do you recall looking at anything**

10 **about the cost of insurance rate?**

11 A No.

12 **Q Is there anything else that**

13 **Mr. Robinson told you at either the first or**

14 **second meeting that you can recall today?**

15 A No. Basically we'd just visit about

16 what our intent was and why we were taking out the

17 policy and the amount of the policy we thought we

18 probably could afford, a hundred thousand. And

19 then he gave us the premium on that, and we agreed

20 to purchase it.

21 **Q What was your understanding, if**

22 **anything, of the policy's lapse provisions?**

23 A We had --

24 MR. SCHIRGER: Object to the form

25 of the question. At the time it was purchased?

Page 16

1 MR. ROOT: Yes.

2 A We didn't have any understanding of

3 that. All we understood was that this was

4 universal whole life, and the premium was \$150 a

5 month.

6 **Q (By Mr. Root) Did you subsequently**

7 **develop an understanding of the lapse provisions**

8 **of the policy?**

9 A When?

10 **Q After the 1999 meeting.**

11 A No, not until we met with lawyers and

12 we got a letter from State Farm saying the policy

13 would lapse.

14 **Q I show you, Mrs. Vogt, what's been**

15 **previously marked as Exhibit 33 in Mr. Vogt's**

16 **deposition.**

17 A Okay. I'm acquainted with this.

18 **Q You're familiar with this letter,**

19 **Exhibit 33?**

20 A Uh-huh.

21 **Q What is Exhibit 33?**

22 A It's a notice to us that this policy

23 needs attention. Well, this one I'm not

24 acquainted with. I'm sorry. I'm looking at this

25 2011. Well, maybe that is the one, yes.

Page 17

1 MR. SCHIRGER: Take your time and
 2 review it.
 3 MR. ROOT: Yeah, absolutely.
 4 A What's confusing to me is agent Jim
 5 Kenney. Jim Kenney was never our agent.
 6 **Q (By Mr. Root) In that last sentence**
 7 **there on Exhibit 3?**
 8 A Yes. Tim Dugan became our agent when
 9 Ken Robinson died.
 10 Yes, I'm acquainted with this letter.
 11 That was of the first time that -- and I see Tim
 12 Dugan's name here at the bottom.
 13 **Q Yeah, handwritten at the bottom of**
 14 **Exhibit 33?**
 15 A Uh-huh, right. And we met with him
 16 after that, so ...
 17 **Q And so on October 7th of 2011, State**
 18 **Farm indicated to you and Mr. Vogt --**
 19 A Yes.
 20 **Q -- that the policy would lapse if you**
 21 **kept your premium at \$150; is that right?**
 22 A That's correct.
 23 **Q And after receiving this letter, you**
 24 **met with Mr. Dugan?**
 25 A We did.

Page 18

1 **Q Was that the first time you'd met with**
 2 **Mr. Dugan regarding life insurance?**
 3 A Yes.
 4 **Q And where did that meeting take place?**
 5 A In his office.
 6 **Q And why did you want to meet with**
 7 **Mr. Dugan?**
 8 A Well, we were upset when we got the
 9 notice that our policy would lapse. We made an
 10 appointment and went to talk to him.
 11 **Q Okay. And why were you upset about**
 12 **that?**
 13 A Well, we had a hundred thousand dollar
 14 policy, and all of a sudden you have nothing? I
 15 think anyone would be upset.
 16 **Q Okay. And what did you say to**
 17 **Mr. Dugan, if you can recall?**
 18 A We said we didn't understand why we
 19 were getting this letter; that based upon our
 20 knowledge, that this \$150 premium was never to
 21 change; that there would be enough growth within
 22 the policy that that was a set premium. And to
 23 find out that the policy was going to lapse, that
 24 was upsetting to us.
 25 **Q Did you understand that you could have**

Page 19

1 **changed the premium amount at any time during your**
 2 **ownership of the policy?**
 3 A Not until we met --
 4 MR. SCHIRGER: Object to the form
 5 of the question. You can go ahead and answer.
 6 A Not till we met with Tim Dugan and we
 7 asked what our options were.
 8 Do you want me to go ahead and elaborate
 9 on that?
 10 **Q (By Mr. Root) Sure.**
 11 MR. SCHIRGER: Just listen to his
 12 questions and answer his questions.
 13 **Q (By Mr. Root) Why don't you go ahead**
 14 **and elaborate on that for me, Mrs. Vogt.**
 15 A Well, at the time, we asked for him to
 16 explain this to us. He told us that in order to
 17 keep the policy from lapsing, we would owe an
 18 additional over \$3,000. I want to say 3,300. And
 19 that our premiums would therefore after that time
 20 double, almost double, not quite.
 21 **Q And was that something you were**
 22 **interested in doing, paying additional premium to**
 23 **keep this policy in force?**
 24 A We discussed it at home. And quite
 25 frankly, when you're told by your agent when you

Page 20

1 take out a policy that these premiums would not
 2 change, there becomes a trust issue in the fact
 3 that you've been misled.
 4 And to invest \$3,300 plus begin paying
 5 almost double the premium, quite frankly we
 6 didn't know what assurance we had that those
 7 premiums wouldn't continue to increase to the
 8 point where we couldn't pay them and the policy
 9 would lapse anyway.
 10 So at that point in time, we decided that
 11 we would not do that. And actually it wasn't
 12 that point in time. It was later.
 13 **Q Was there anyone else in your meeting**
 14 **with Mr. Dugan besides you and Mr. Vogt?**
 15 A No.
 16 **Q And at any time between 1999 and 2011**
 17 **when you met with Mr. Dugan, had you reviewed the**
 18 **lapse provisions of your universal life policy?**
 19 A No. We found out when we met with
 20 Mr. Dugan that we should have been having yearly
 21 meetings with Ken Robinson, and we never had a
 22 meeting with him other than to take out the
 23 policy. There was never an update other than the
 24 printouts I got every year.
 25 **Q Do you feel like Mr. Robinson misled**

Page 21

1 **you in the purchase of this policy?**
2 A Yes.
3 **Q Is that among the things that formed**
4 **your grievance with State Farm Life Insurance**
5 **Company?**
6 MR. SCHIRGER: Object to the form
7 of the question. You can go ahead and answer.
8 A Yes.
9 **Q (By Mr. Root) After meeting with**
10 **Mr. Dugan, did you review your universal life**
11 **insurance policy more carefully?**
12 A Yes.
13 **Q And what did you learn about it at**
14 **that time?**
15 A Well, we learned that that premium was
16 not a set premium for the life of the policy as we
17 thought.
18 **Q And did you learn that from reviewing**
19 **the policy?**
20 A We learned that from Mr. Dugan, yes.
21 **Q What else did you learn about your**
22 **universal life policy that you hadn't previously**
23 **understood?**
24 A We learned that it wasn't what we
25 considered to be a whole life policy, even though

Page 23

1 **withdrawals from the policy account value?**
2 A No.
3 **Q Did you understand you could take**
4 **loans from the account, policy account value?**
5 A No.
6 **Q Did you understand that there are two**
7 **death benefit options available under your**
8 **universal life policy?**
9 A No, I was not aware of that.
10 **Q Do you have any understanding of what**
11 **the difference between the two options would be?**
12 A No, I do not.
13 **Q And I take it you never attempted to**
14 **change from one option to the other?**
15 A I didn't know there were other
16 options. That was never presented to us at all.
17 **Q Did you receive annual notices --**
18 A Yes.
19 **Q -- from State Farm?**
20 A Yes.
21 **Q And in your household, did those**
22 **responsibilities for reviewing and maintaining**
23 **those fall to you?**
24 A Yes. Well, both of us, but ...
25 **Q I'm going to show you what's**

Page 22

1 it stated on there universal whole life.
2 **Q What did you consider to be a whole**
3 **life policy?**
4 MR. SCHIRGER: At what point in
5 time?
6 **Q (By Mr. Root) In 2011 when you had**
7 **this meeting with Mr. Dugan.**
8 A We considered a whole life policy to
9 be what our other policies had done since 1971.
10 There was never a premium increase. We were given
11 yearly dividends and interest on those, which they
12 accumulated.
13 **Q So were you expecting there to be a**
14 **dividend associated with your universal life**
15 **policy?**
16 A We expected that there would be growth
17 in the policy; that the amount of the policy would
18 increase as we paid the premiums with interest,
19 the interest that they paid. And I think, I
20 recall that it was somewhere around a 4 percent
21 interest.
22 **Q And did you understand that the cost**
23 **of insurance charges would increase annually?**
24 A No.
25 **Q Did you understand you could take**

Page 24

1 **previously been marked as Exhibit 28.**
2 A Thank you. (Witness looking at
3 exhibit.) Do you want me to read through all
4 this?
5 **Q Well, I'll kind of walk you through**
6 **it.**
7 **Do you recognize these generally,**
8 **Mrs. Vogt?**
9 A Yes.
10 **Q And are these the Annual Notices of**
11 **Policy Status that he were sent to Mr. Vogt at**
12 **12039 Northwest Crooked Road, Kansas City,**
13 **Missouri, on his universal life policy?**
14 A Yes.
15 **Q And so let's look at the first page of**
16 **Exhibit 28.**
17 A Okay.
18 **Q Do you recognize this to be the annual**
19 **notice that was prepared for the first policy year**
20 **and sent October 5th, 2000, to Mr. Vogt?**
21 A Yes, I see the date here.
22 **Q And there's a policy number in the**
23 **upper left of LF-1722-5380.**
24 **Do you see that?**
25 A Yes.

Page 25

1 **Q And you understand that is the policy**
 2 **number of Mr. Vogt's universal life policy?**
 3 A I assume so. That's the numbers
 4 there.
 5 MR. SCHIRGER: I don't want you to
 6 speculate.
 7 THE WITNESS: But I don't know.
 8 MR. SCHIRGER: Yeah.
 9 A I don't have that number memorized, so
 10 I'm going to take your word for that.
 11 **Q (By Mr. Root) Sure. Well, there's no**
 12 **reason you should have it memorized, I don't**
 13 **think.**
 14 **In policy date information, it reads your**
 15 **policy is dated October 6, 1999. This notice**
 16 **provides information from October 6, 1999, to**
 17 **October 6, 2000.**
 18 **Do you see that?**
 19 A Yes.
 20 **Q And is October 6, 1999, consistent**
 21 **with your understanding of when the policy issued**
 22 **to Mr. Vogt?**
 23 A I assume it is since it's here in
 24 black and white, yes.
 25 **Q All right. And you remember having**

Page 26

1 **meetings with Mr. Robinson to discuss this in**
 2 **1999?**
 3 A Yes, yes.
 4 **Q Okay. On payment information, it**
 5 **indicates no amount is due. Your monthly payments**
 6 **of \$150 are made on the pre-authorized payment**
 7 **plan.**
 8 **Do you see that?**
 9 A Yes.
 10 **Q What is your understanding of the**
 11 **pre-authorized payment plan?**
 12 A That that amount of money would come
 13 out of our bank account that we gave them.
 14 **Q Okay. The next paragraph indicates**
 15 **continued planned payments of within hundred \$50**
 16 **each month will provide coverage until**
 17 **November 5th, 2005, based on our guaranteed rates**
 18 **and until July 5th, 2013, based on current rates.**
 19 **Did I read that correctly?**
 20 A Yes.
 21 **Q Did you review that at the time you**
 22 **got this notice?**
 23 A I probably read it, but that would be
 24 it.
 25 **Q Okay. Did it convey any significance**

Page 27

1 **to you at that time?**
 2 A No.
 3 **Q Did you understand that the policy**
 4 **could lapse in 2005 if guaranteed rates were**
 5 **applied?**
 6 A No.
 7 **Q And did you understand the policy**
 8 **could lapse in July of 2013 if the current rates**
 9 **were applied?**
 10 A No.
 11 **Q The next paragraph indicates if no**
 12 **further payments are made, your policy will**
 13 **provide coverage until May 5th, 2001, based on**
 14 **guaranteed rates and until August 5th, 2001, based**
 15 **on current rates.**
 16 **Did I read that correctly?**
 17 A Yes.
 18 **Q And did you understand in 2000 when**
 19 **you received this notice that you did not have to**
 20 **make any further payments?**
 21 A Yes.
 22 **Q But you developed no understanding of**
 23 **when or whether the policy would lapse at that**
 24 **time?**
 25 A No.

Page 28

1 **Q The last sentence or paragraph there**
 2 **says, A payment of at least \$697.49 will provide**
 3 **coverage until October 6, 2001.**
 4 **Did I read that correctly?**
 5 A Yes.
 6 **Q What did you understand that to mean?**
 7 A I don't think I understood it to mean
 8 anything other than it was presented here.
 9 **Q Okay. And this was a universal life**
 10 **policy with an insurance amount of a hundred**
 11 **thousand dollars? That's what you and Mr. Vogt**
 12 **had purchased, right?**
 13 A Yes.
 14 **Q The next line reads cost of insurance,**
 15 **universal life, \$1,055.95 insurance coverage.**
 16 **Do you see that?**
 17 A Yes.
 18 **Q Did you understand that was the cost**
 19 **to State Farm to provide the insurance to you?**
 20 A No. The only understanding I had was
 21 that the amount of the premium I would pay for
 22 that \$1,000. That cost of insurance didn't really
 23 mean anything to me at the time.
 24 **Q Okay. And this shows your total**
 25 **account value at the end of the first policy year,**

Page 29

1 **October 6, 2000, as \$2,313.78; is that right?**
 2 A Yes.
 3 **Q Do you recall what the initial premium**
 4 **that you funded from one of your other policies**
 5 **was?**
 6 A No.
 7 **Q Were you satisfied that this account**
 8 **was growing at the rate you expected it to in**
 9 **October of 2000?**
 10 MR. SCHIRGER: Object to the form,
 11 calls for speculation. You can answer if you can.
 12 A I don't have any knowledge of what
 13 amount it was supposed to be. The only thing that
 14 I would know to do would be to take that \$150
 15 times 12 to see what I had paid in and if it was
 16 similar.
 17 **Q (By Mr. Root) Okay. The next page of**
 18 **Exhibit 28 at the top, there's a paragraph that**
 19 **reads Surrender Value.**
 20 **Do you see that?**
 21 A Yes.
 22 **Q And it indicates that the surrender**
 23 **value as of October 6, 2000, will be \$777.78. The**
 24 **total account value has been reduced by the**
 25 **surrender charge of \$1,536 to determine the**

Page 30

1 **surrender value.**
 2 **Did I read that correctly?**
 3 A Yes.
 4 **Q Did you have an understanding that**
 5 **there was a surrender charge associated with this**
 6 **policy in certain policy years?**
 7 A I did not.
 8 **Q Did you inquire with Mr. Robinson or**
 9 **anyone at State Farm about the surrender charges**
 10 **in 2000?**
 11 A I did not because we had no intent of
 12 ever surrendering it, so ...
 13 **Q And did you inquire with anyone at**
 14 **State Farm in 2000 about the cost of insurance**
 15 **charges?**
 16 A No.
 17 **Q There's a paragraph that heads**
 18 **Financial Transactions.**
 19 **Do you see that?**
 20 A Yes.
 21 **Q And it indicates activity for the year**
 22 **ending September 30th, 2000.**
 23 A Yes.
 24 **Q Does this show monthly cost of**
 25 **insurance deductions from your account value?**

Page 31

1 MR. SCHIRGER: If you know. Don't
 2 speculate.
 3 A Well, it's here in black and white, so
 4 it is what it is, I guess.
 5 **Q (By Mr. Root) You see a column called**
 6 **Cost of Insurance?**
 7 A I see that column.
 8 **Q And there are numbers entered for each**
 9 **month that you had the policy?**
 10 A I see that.
 11 **Q And can you track to the right that**
 12 **those should show as deductions from your account**
 13 **value at each month?**
 14 A Where are you speaking about?
 15 **Q Where it says ending account value.**
 16 **Do you see that column on the right there?**
 17 A I see that, yes.
 18 **Q And so, for example, on November 6th,**
 19 **1999, the far left, the date column, do you see**
 20 **that? It's about the fourth one down.**
 21 A I'm not seeing a date column.
 22 **Q So the far left column on this**
 23 **chart --**
 24 A Oh, I see, yes, okay.
 25 **Q -- is headed Date?**

Page 32

1 A Yes, I see that.
 2 **Q You see that. And then the fourth one**
 3 **down is November 6th, 1999? I apologize. They're**
 4 **a little small. The print is a little small on**
 5 **this.**
 6 **Do you see that?**
 7 A I don't see November. I see 10/6/1999
 8 ending in 9/30/2000. I don't see a November.
 9 **Q Sure. So you see at the beginning --**
 10 A Oh, I see the November up there.
 11 **Q You see the November one.**
 12 A Now I do, yes. It's the one, two,
 13 three, fourth one down.
 14 **Q Yeah, okay, the fourth one down,**
 15 **11/06/1999?**
 16 A Uh-huh.
 17 **Q If you track that row across, to the**
 18 **right there's an expense charge shown of \$5 in**
 19 **that column.**
 20 **Do you see that?**
 21 A Yes.
 22 **Q Do you understand what the expense**
 23 **charge of \$5 is?**
 24 A No.
 25 **Q Okay. The next column shows cost of**

Page 33

1 insurance \$87.76; is that right?
 2 A Yes.
 3 Q And do you understand what the \$87.76
 4 is?
 5 MR. SCHIRGER: Objection, asked
 6 and answered. She said she doesn't know.
 7 A No.
 8 Q (By Mr. Root) Okay. And interest
 9 credited, \$6.05, do you understand what that is?
 10 A Yes.
 11 Q What is the interest credited?
 12 A The amount that the policy earned.
 13 Q And do you understand how the ending
 14 account value shows it at \$2,038.99?
 15 A Yes.
 16 Q How does that -- is that the deduction
 17 for expenses and cost of insurance and then
 18 applying the credit for insurance, for interest,
 19 excuse me?
 20 A It's in black and white. I assume so.
 21 Q Okay. And when you were doing your
 22 consulting for Portland State University, that was
 23 in mathematics; is that right?
 24 A Primary, for K, one, two.
 25 Q Okay. When you got this notice in

Page 34

1 2000, did you inquire of anyone at State Farm
 2 about your policy performance?
 3 A No.
 4 Q Did you ask anyone at State Farm what
 5 cost of insurance meant?
 6 A No.
 7 Q Did you make any inquiry regarding the
 8 5-dollar cost of -- excuse me, the 5-dollar
 9 expense charge?
 10 A No.
 11 Q The next page of Exhibit 28, that's
 12 VOGTM00000101PROD. (sic)
 13 Do you see that at the bottom, that
 14 number?
 15 A Yes.
 16 Q Make sure we're on the same page here.
 17 Is this the annual notice you received from State
 18 Farm regarding your universal life policy in 2001?
 19 A It looks like it, yes.
 20 Q In the payment information section,
 21 there's information regarding when the policy
 22 would lapse with continued planned payments and
 23 the maximum rates and the current rates, just as
 24 there was on the previous month, previous year?
 25 A I don't see that. Where is that?

Page 35

1 Q Sure. On payment information, it
 2 indicates continued planned payments of \$150 each
 3 month will provide coverage until January 5th,
 4 2007, based on guaranteed rates, and until
 5 June 5th, 2013, based on current rates.
 6 Do you see that?
 7 A I see that.
 8 Q And did you review that at the time?
 9 A Really didn't have any meaning to me
 10 other than it was insurance printout.
 11 Q Does it have a meaning to you today?
 12 A It does now.
 13 Q And what is that meaning today?
 14 A The meaning today is that there are
 15 charges or rates, and those rates were going up.
 16 But at the time, it had no meaning to me.
 17 Q Okay.
 18 A I'm not an accountant, and I'm not an
 19 insurance person, so, I mean, I can read this, but
 20 it doesn't have a lot of meaning.
 21 Q I understand. This page we're looking
 22 at, Exhibit 28?
 23 A Okay.
 24 Q There is line for cost of insurance
 25 that shows insurance cost of \$1,145.23.

Page 36

1 Do you see that?
 2 A Okay, I see it.
 3 Q And is that more or less than the
 4 insurance cost from the previous year?
 5 MR. SCHIRGER: I object to the
 6 form of the question. The documents speak for
 7 themselves.
 8 MR. ROOT: I wish they did, John.
 9 MR. SCHIRGER: Are you asking her
 10 to compare the two numbers?
 11 MR. ROOT: I'm asking her whether
 12 State Farm indicated to her and Mr. Vogt that
 13 there was a higher or lower cost of insurance
 14 charge in 2001 than there was in 2000.
 15 A Do you want me to look back and make
 16 comparisons?
 17 Q (By Mr. Root) Sure.
 18 A (Witness looking at exhibit.) I see
 19 there is a difference.
 20 Q And is 2001 higher than 2000?
 21 A It appears to be.
 22 Q And did you inquire of anyone at State
 23 Farm in 2001 why the cost of insurance had
 24 increased year over year?
 25 A No. It had no meaning to me.

Page 37

1 **Q** And you see on the next page of
 2 **Exhibit 28, there's similar monthly, an account**
 3 **activity that shows similar to what was shown on**
 4 **your 2000 annual notice?**
 5 A Are you on the fourth page now?
 6 **Q** Yeah, the fourth page of Exhibit 28.
 7 A I see that.
 8 **Q** And that shows your \$150 premium there
 9 **in the payment column?**
 10 A It does.
 11 **Q** And it shows expense charges of \$5 and
 12 **then 7.50 that's associated with the premium each**
 13 **month?**
 14 **Do you see that?**
 15 A I do.
 16 **Q** Did you understand that State Farm
 17 **would deduct 5 percent of your premium as a**
 18 **premium expense charge?**
 19 A No.
 20 **Q** And there's a column for cost of
 21 **insurance.**
 22 **Do you see that?**
 23 A I do.
 24 **Q** And did you understand that State Farm
 25 **would deduct cost of insurance from the account**

Page 39

1 **letter from Mr. Dugan?**
 2 A Yes.
 3 **Q** October 7th, 2011?
 4 A Uh-huh, right.
 5 **Q** And you had a meeting with Mr. Dugan
 6 **thereafter?**
 7 A Yes, uh-huh.
 8 **Q** Was that meeting in 2011?
 9 A I'm looking at the date, so I'm
 10 assuming that's correct, but I don't recall the
 11 exact date of that.
 12 **Q** Was it a long time after you got this
 13 **letter or a short time after you got this letter?**
 14 A My recollection is that we received a
 15 letter after Ken Robinson died, and it was the
 16 first time that we realized that the policy was in
 17 trouble.
 18 **Q** And does --
 19 A Now, I can't tell you the exact date
 20 that we met with Tim Dugan other than I think at
 21 the time he gave us a printout of what premium we
 22 would need to pay. And I don't have that in front
 23 of me to tell you the exact date.
 24 **Q** Okay.
 25 A So I don't want to guess.

Page 38

1 **value each month?**
 2 MR. SCHIRGER: Object to the form
 3 of the question. It's been asked and answered.
 4 A No.
 5 **Q** (By Mr. Root) And there's a column
 6 **showing interest credited. Is that the interest**
 7 **that was credited to you in 2000 to 2001?**
 8 A It's printed here. I assume that's
 9 correct. But I don't have nothing that -- I
 10 didn't go through the figures.
 11 **Q** Okay. Before 2011 when you had your
 12 **meeting with Mr. Dugan, did you ever compare the**
 13 **cost of insurance that was being reported to you**
 14 **year over year with your universal life policy?**
 15 MR. SCHIRGER: I'm going to object
 16 to the form of the question. I don't think it's
 17 been established when this meeting occurred. You
 18 can go ahead and answer if you understand the
 19 question.
 20 A Could you repeat that question?
 21 **Q** (By Mr. Root) Sure. And let me just
 22 **back up and make sure my understanding's correct**
 23 **of your testimony and recollection.**
 24 A Okay.
 25 **Q** We looked at Exhibit 33, which was a

Page 40

1 **Q** Sure. I'm just trying to get your
 2 **best recollection of when this meeting was.**
 3 A Right.
 4 **Q** Assuming that this letter came to you
 5 **on or around the time it was dated, it would have**
 6 **been after receiving this letter?**
 7 A After receiving the letter, we met
 8 with Tim Dugan.
 9 **Q** Okay. Now, to get back to my question
 10 **about the Exhibit 28 annual notices, before your**
 11 **meeting with Tim Dugan, at any time did you**
 12 **compare the cost of insurance from one annual**
 13 **notice to the previous years?**
 14 A I don't recall that I did. I
 15 basically took the forms when they came and filed
 16 them.
 17 **Q** Okay. Did you develop any
 18 **understanding of whether your account value was**
 19 **going up or down during those years?**
 20 A No. It really had no meaning to me.
 21 **Q** And why is that, Mrs. Vogt?
 22 A Because I knew we had a hundred
 23 thousand dollar policy, and I knew I was paying
 24 premiums of \$150 a month. And my understanding
 25 was that's all I really needed to know, was the

Page 41

1 value of the policy if something happened to my
 2 husband.
 3 **Q So was the primary reason that you got**
 4 **this policy for the death benefit if something had**
 5 **happened to Mr. Vogt?**
 6 A Yes. Do you want me to elaborate on
 7 that, why we did it?
 8 **Q Mrs. Vogt, please elaborate on why you**
 9 **did that if there's more reasons that you haven't**
 10 **shared.**
 11 A I started that, right?
 12 **Q Yeah.**
 13 A My husband was getting ready to
 14 retire. The \$350 deduction, we didn't feel that
 15 that was affordable --
 16 **Q Uh-huh.**
 17 A -- to take that big a reduction. So
 18 the \$100,000 was for me if something happened to
 19 him that I would be able to take that death
 20 benefit and invest it and use that as income. And
 21 I think I stated that before maybe.
 22 **Q I think you did. And I appreciate the**
 23 **clarification on that.**
 24 A And I'm going to elaborate a little
 25 bit more in saying that being a teacher in the

Page 42

1 state of Missouri, I do not receive social
 2 security, nor can I receive half of my husband's
 3 social security.
 4 So knowing that I would not receive his
 5 social security benefit nor would I receive his
 6 Teamster benefit, my means of living would be my
 7 retirement only from the state, and whatever
 8 insurance policies we had or investments.
 9 **Q Okay.**
 10 MR. SCHIRGER: We've been going
 11 for about an hour. Do you have need a break? You
 12 want to keep going? It's up to you.
 13 THE WITNESS: I can keep going.
 14 I'm fine. It's up to you guys.
 15 MR. ROOT: That's fine with me.
 16 MR. SCHIRGER: Okay.
 17 MR. ROOT: We'll just get through
 18 this exhibit and then take a short break.
 19 MR. SCHIRGER: Okay.
 20 MR. ROOT: Thanks, John.
 21 **Q (By Mr. Root) Mrs. Vogt, I want to**
 22 **direct your attention to the 2011 annual notice.**
 23 A Okay.
 24 **Q Which is, unfortunately these pages**
 25 **are not sequentially numbered.**

Page 43

1 A Okay.
 2 **Q It's about two-thirds of the way.**
 3 **These are numbered by year. This exhibit is put**
 4 **together by year.**
 5 **And so 2011 is on a page that has number**
 6 **70 on the bottom right.**
 7 A Okay. Okay.
 8 **Q Do you see it?**
 9 A I do.
 10 **Q Okay. In payment information on the**
 11 **2011 annual notice, the second paragraph reads,**
 12 **Continued plan payments of \$150 each month will**
 13 **provide coverage until April 7th, 2013, based on**
 14 **guaranteed rates and until July 5th, 2014, based**
 15 **on current rates.**
 16 **Do you see that?**
 17 A Yes.
 18 MR. SCHIRGER: Will you hold on
 19 one second?
 20 MR. ROOT: Sure.
 21 MR. SCHIRGER: I think my exhibit
 22 might be mis-numbered here.
 23 MR. ROOT: Do you want to go off
 24 the record and we can sort it out?
 25 MR. SCHIRGER: Just give me one

Page 44

1 second to make sure. Excuse me. Okay. Sorry
 2 about that.
 3 MR. ROOT: No problem. You got
 4 it?
 5 MR. SCHIRGER: Yep.
 6 MR. ROOT: Okay.
 7 **Q (By Mr. Root) And it indicates**
 8 **further, if no further payments are made, your**
 9 **policy will provide coverage until October 5th,**
 10 **2012, based on guaranteed rates and until**
 11 **March 7th, 2013, based on current rates. Is that**
 12 **right?**
 13 A That's what it says, yes.
 14 **Q And this is, shows a prepared date of**
 15 **October 5th, 2011; is that right?**
 16 A Yes.
 17 **Q And then Exhibit 33 was the letter you**
 18 **got from Mr. Dugan?**
 19 A Uh-huh.
 20 **Q And it shows a date of October 7th,**
 21 **2011?**
 22 A That's correct.
 23 **Q What information is in Exhibit 33 that**
 24 **was not contained in your annual notice in**
 25 **Exhibit 28?**

Page 45

1 MR. SCHIRGER: Object to the form
 2 of the question, lack of foundation, calls for
 3 speculation.
 4 A Do you want me to answer that?
 5 **Q (By Mr. Root) If you understand the**
 6 **question, I would like you to answer.**
 7 A Would you repeat the question?
 8 MR. ROOT: Can you read it back.
 9 A Make sure I understand what you're
 10 asking.
 11 (The reporter read back the
 12 question: What information is in Exhibit
 13 33 that was not contained in your annual
 14 notice in Exhibit 28?)
 15 MR. SCHIRGER: Same objection.
 16 Documents speak for themselves.
 17 A I think the term "lapse" is in this
 18 letter, which is not in the annual printout.
 19 **Q (By Mr. Root) Okay. Anything else?**
 20 A All that meant to me when I read this
 21 or read it at the time would be similar to other
 22 things that I receive, such as if I had a car
 23 payment, this car payment is reflected in this
 24 payment, but not reflected in that, the next
 25 payment.

Page 46

1 So to me there are two different things
 2 here. And I don't know if they mean two
 3 different things because it has, it has the date
 4 of 2011.
 5 **Q Uh-huh.**
 6 A Then it has continued payment plans,
 7 2013, 2014. Then it goes further and it says,
 8 talks about 2012/2013. Those to me are just dates
 9 and numbers, and they really had at the time no
 10 meaning to me.
 11 The only thing that had meaning to me was
 12 when I received this letter saying lapse. Then I
 13 understood that that was what that meant.
 14 **Q And when you met with Mr. Dugan, was**
 15 **he able to explain to you what the verbiage in the**
 16 **annual notice meant?**
 17 A You know, I don't recall what the
 18 conversation was. What I do recall is that we
 19 discussed the lapse of the policy and what it
 20 would cost to keep that policy in force.
 21 And for us it became an issue of trust
 22 because when we thought back to what was promised
 23 us on this policy by Ken Robinson and we placed
 24 our trust that our agent was looking out for our
 25 best welfare, then to suddenly after he dies

Page 47

1 receive a letter saying, oh, by the way.
 2 And we'd not had any conversation with him
 3 about cost of insurance or a policy being null
 4 and void after, what, 14 years? Because our
 5 purpose in taking this out was for a long-term
 6 investment. It wasn't to pay in and then have
 7 the policy lapse.
 8 Why would you buy a policy like that?
 9 That made no sense. That was not our intent when
 10 we purchased it. And that was not what we were
 11 told.
 12 And to get this letter that it would
 13 lapse, then it was very misleading to us as to
 14 what kind of policy was sold to us. That was not
 15 in our best interest.
 16 **Q I want to go forward to the 2013**
 17 **annual notice within Exhibit 28, which is the last**
 18 **one.**
 19 A Okay.
 20 **Q It looks like at some point near the**
 21 **end of your policy, the format of these changed a**
 22 **little bit.**
 23 **Do you see that?**
 24 A It looks like the date changed, the
 25 date format. It looks like the columns were

Page 48

1 rearranged.
 2 **Q Uh-huh.**
 3 A And it looks like, it looks like
 4 that's about the only changes I see, the
 5 arrangement of the columns.
 6 **Q Okay. And so in the 2013 annual**
 7 **notice that's here in Exhibit 28, on the third**
 8 **page of that annual notice, it shows an account**
 9 **value at the time.**
 10 A Well, let me make sure I'm on the
 11 right one because, are you looking at this one?
 12 **Q Yeah, the one that says prepared**
 13 **October 5th, 2013, in the bottom right.**
 14 A Okay. I was looking at the form
 15 before from 2012.
 16 **Q 2012?**
 17 A Where the columns had changed,
 18 rearranged.
 19 **Q Yeah. I think the columns remained**
 20 **the same between 2012 and 2013.**
 21 A Okay.
 22 **Q But you can verify that?**
 23 MR. SCHIRGER: So we're looking at
 24 Bates number 63, correct?
 25 MR. ROOT: That's what we're

Page 49

1 trying to get to. Thanks, John.
 2 A And my recollection is --
 3 MR. SCHIRGER: I don't think
 4 there's a question pending, Ms. Vogt.
 5 THE WITNESS: Okay. All right.
 6 **Q (By Mr. Root) What is your**
 7 **recollection about this annual notice in 2013,**
 8 **Ms. Vogt?**
 9 A Well, this is, I think, when we met
 10 with Tim Dugan for the last time on this policy.
 11 **Q So you met with him after getting this**
 12 **annual notice?**
 13 A Yes. This was our second meeting with
 14 him.
 15 **Q And what happened in that meeting?**
 16 A That's when he gave us the amounts to
 17 keep the policy in force and what, that the
 18 premium would be almost doubled. And that's,
 19 that's when we decided to terminate the policy.
 20 **Q And this shows an account value on**
 21 **page 63 of \$1,189.98.**
 22 A Uh-huh, yes.
 23 **Q Is that the amount of money you**
 24 **received from State Farm when you surrendered the**
 25 **policy?**

Page 50

1 A I don't have that in front of me, but
 2 it sounds correct.
 3 MR. ROOT: Let's take a short
 4 break, John.
 5 MR. SCHIRGER: Okay.
 6 THE VIDEOGRAPHER: We're now going
 7 off the record. The time is 10:43.
 8 (Recess.)
 9 THE VIDEOGRAPHER: We're now going
 10 back on the record. The time is 10:54.
 11 **Q (By Mr. Root) Mrs. Vogt, was there**
 12 **anything in your testimony this morning that you**
 13 **need to clarify after we had this break?**
 14 A No.
 15 **Q Okay. I'll just give you that**
 16 **opportunity after every break just to make sure**
 17 **that, you know --**
 18 A No. I appreciate that, but no.
 19 **Q Okay. I'm going to hand you what's**
 20 **previously been marked as Exhibit 24.**
 21 A Okay.
 22 **Q Do you recognize Exhibit 24,**
 23 **Mrs. Vogt?**
 24 A I do.
 25 **Q And what is it?**

Page 51

1 A It's a letter given to us or mailed to
 2 us, I'm not sure, letting us know that they're
 3 extending life insurance, that we've been
 4 approved.
 5 **Q And it indicates that they were able**
 6 **to extend an offer of life insurance without the**
 7 **waiver of monthly deduction benefit rider but**
 8 **increasing the cost of insurance. The decision is**
 9 **due to diabetes. Is that right?**
 10 A Yes.
 11 **Q What is the waiver of monthly**
 12 **deduction benefit rider?**
 13 A My understanding of that is that if
 14 you become disabled, then the monthly premiums
 15 would be paid by the company rather than by the
 16 person insured.
 17 **Q And you understood that State Farm was**
 18 **not willing to offer that benefit to Mr. Vogt on**
 19 **this policy?**
 20 A I did.
 21 **Q And it was acceptable to you to seek**
 22 **this insurance without that benefit?**
 23 A Yes.
 24 **Q And there's also a reference to**
 25 **increasing the cost of insurance?**

Page 52

1 A Yes.
 2 **Q You understood that the cost of**
 3 **insurance would be higher because of Mr. Vogt's**
 4 **diabetes?**
 5 A Yes.
 6 MR. SCHIRGER: Object to the form.
 7 **Q (By Mr. Root) And it was acceptable**
 8 **for you to take out this insurance with the**
 9 **higher cost of insurance?**
 10 MR. SCHIRGER: Same objection. Go
 11 ahead and answer.
 12 A Yes.
 13 **Q (By Mr. Root) You testified about a**
 14 **meeting that you'd had with Mr. Dugan after**
 15 **receiving the letter that was marked as**
 16 **Exhibit 33.**
 17 A Yes.
 18 **Q I'm going to show you what's been**
 19 **previously marked as Exhibit 32.**
 20 A Okay.
 21 **Q Exhibit 32 has been identified as the**
 22 **2011 annual notice, and this version of it bears**
 23 **numbers VOGT_0004 and VOGT_0005 and was produced**
 24 **to State Farm by Mr. Vogt's counsel in this case.**
 25 A Okay.

Page 53

1 Q There's some handwriting on the bottom
 2 of the first page of Exhibit 32.
 3 A Okay.
 4 Q Do you know who made that handwritten
 5 notation that?
 6 A Looks like my writing.
 7 Q Okay. What does it say?
 8 A It says \$840.54 divided by 12 equals
 9 70.05 with the addition of \$7.50 to be 77.55.
 10 Q Do you remember what that notation
 11 related to?
 12 A I don't remember.
 13 Q Would it have been a notation you made
 14 in a meeting with Mr. Dugan?
 15 A It could very well have been.
 16 Q And just trying to get your best
 17 recollection, Mrs. Vogt there, you testified
 18 earlier that there was --
 19 A I don't think this could have been --
 20 well, maybe. I don't recall, to be honest with
 21 you.
 22 Q Those numbers don't have any
 23 significance to you today?
 24 A No, no.
 25 Q Okay.

Page 54

1 A I'm sure they did at the time, but not
 2 now.
 3 Q All right. I'm going to hand you
 4 what's previously been marked as Exhibit 27 --
 5 A Okay.
 6 Q -- which is a copy of the life
 7 insurance policy at issue in this case. If you
 8 get past the page that says Exhibit A, so on to
 9 the first full page of the policy.
 10 A Okay.
 11 Q It indicates a 30-day right to examine
 12 the policy.
 13 Do you see that paragraph?
 14 A I do.
 15 Q And this policy may be returned within
 16 30 days of its receipt for a refund of all premium
 17 paid. Return may be made to State Farm Life
 18 Insurance Company or one of its agents. If
 19 returned, this policy will be void from the policy
 20 date.
 21 Did you or Mr. Vogt examine the policy
 22 within 30 days of its issue?
 23 A I think we read the policy.
 24 Q And you did that at the time it issued
 25 to you in 1999?

Page 55

1 A Yes.
 2 Q On the third page of the policy, which
 3 is headed Policy Identification, the next page,
 4 Mrs. Vogt.
 5 A Okay.
 6 Q You see that?
 7 A Yes.
 8 Q Under Schedule of Benefits it says,
 9 Universal life basic plan, death benefit option
 10 one, and basic amount, table 4 rate class male
 11 nontobacco.
 12 Do you see that?
 13 A Yes.
 14 Q Did you understand that Mr. Vogt was a
 15 table 4 rate class mail nontobacco for purposes of
 16 this policy?
 17 MR. SCHIRGER: It was at the time
 18 issued?
 19 MR. ROOT: Yes.
 20 A I really don't know what a table
 21 4 rate class is, and it really doesn't, and at the
 22 time had no meaning.
 23 Q (By Mr. Root) Okay. Did you ask
 24 anyone at State Farm to explain that to you?
 25 A No.

Page 56

1 Q Under Monthly Deductions, do you see
 2 that heading toward the bottom of the page?
 3 A Yes.
 4 Q The deduction date is the sixth of
 5 each month. Maximum monthly cost of insurance
 6 rates are shown on page four. The cost of
 7 insurance is deductible while the policy in force.
 8 What did that mean to you when you took
 9 out this policy?
 10 MR. SCHIRGER: Objection, asked
 11 and answered. She's already testified it did not
 12 have meaning.
 13 A It has, didn't have any meaning to me.
 14 Q (By Mr. Root) Okay. There's a note
 15 underneath there, Insurance may terminate if
 16 premiums paid are not sufficient to continue the
 17 insurance.
 18 Did you read that at the time?
 19 A I'm sure I did.
 20 MR. SCHIRGER: I want to caution
 21 the witness not to speculate about what she may or
 22 may not have done.
 23 THE WITNESS: Okay.
 24 MR. ROOT: Do you want to testify,
 25 John?

Page 57

1 MR. SCHIRGER: No, but I'm going
 2 to caution the witness because I don't want her to
 3 speculate and create a bad record for you, so --
 4 MR. ROOT: I want her testimony,
 5 not yours.
 6 MR. SCHIRGER: So, you know --
 7 MR. ROOT: If you want to instruct
 8 her how to answer, that's fine, John.
 9 MR. SCHIRGER: Jeremy, just settle
 10 down, okay?
 11 MR. ROOT: I'm calm as can be.
 12 MR. SCHIRGER: I'm listening to
 13 all your questions. I'm letting you go, you know,
 14 way off on different tangents here.
 15 This is not the class rep. You're taking
 16 this deposition as though she is. She's not,
 17 okay? I'm trying to give you some latitude, but
 18 I'm going to get real tired of it if you keep
 19 making remarks like that.
 20 I have a right to caution the witness
 21 about not speculating, and that's what I'm doing
 22 right now. I want to caution the witness not to
 23 speculate about what you may or may not have
 24 seen, read or done so many years ago.
 25 If you, if you can answer the question,

Page 58

1 you have a recollection in your mind, share that
 2 with Mr. Root, but just don't speculate. That's
 3 my only caution.
 4 A Okay. I can tell you I read the
 5 policy.
 6 **Q (By Mr. Root) Okay, thank you.**
 7 A But I can tell you that if you go
 8 sentence by sentence, I didn't study the policy.
 9 I'm not an expert in insurance.
 10 So even though I read something, it
 11 doesn't always have a meaning to me, other than I
 12 know that insurance companies put statements in
 13 their policies for either my benefit or their
 14 benefit.
 15 But I could read this policy again today
 16 and it still wouldn't have a lot of meaning to me
 17 because I'm not an expert. Now, if you want to
 18 ask me a question on early childhood education, I
 19 could give you an expert witness.
 20 **Q I appreciate that. I wish that were**
 21 **the circumstances we were in, Mrs. Vogt.**
 22 A Right. And I'm going to say further
 23 that you get these kinds of policies in the mail.
 24 They're not written in laymen's terms. They're
 25 written in the jargon of the insurance company. I

Page 59

1 have no expertise in this.
 2 And even though I read this, I read it, I
 3 filed it away. I didn't worry about it again.
 4 **Q Okay.**
 5 A Nor did I ask questions about it.
 6 **Q Okay. That's fair, thank you.**
 7 **On the next page, I'm just going to have a**
 8 **few questions.**
 9 A Okay, sure.
 10 **Q Because you received it and reviewed**
 11 **it and had discussions with Mr. Vogt about it,**
 12 **correct?**
 13 A Right.
 14 **Q The next page shows maximum monthly**
 15 **cost of insurance rates per thousand.**
 16 **Do you see that?**
 17 A I do.
 18 **Q And do you see that those, the rate**
 19 **numbers increase with each year and each age?**
 20 A I see that.
 21 **Q Did that have any significance to you**
 22 **at the time?**
 23 A No, no.
 24 **Q On page it says 10 of 18 at the**
 25 **bottom, has premium provisions at the top?**

Page 60

1 A Okay.
 2 **Q It was your understanding that you**
 3 **were going to pay \$150 a month throughout the life**
 4 **of this policy; is that right?**
 5 A That is correct.
 6 **Q And so the ability to modify the**
 7 **premium was not something that was important to**
 8 **you or Mr. Vogt?**
 9 A At the time we took it out or the time
 10 that we found out it would lapse?
 11 **Q At the time you took it out.**
 12 A Repeat your question again, so I
 13 understand it.
 14 **Q Sure. Sorry about that.**
 15 **At the time you took out the policy, the**
 16 **ability to modify the premium from \$150 a month**
 17 **was not something that was significant to you or**
 18 **Mr. Vogt?**
 19 A We didn't know that we had that
 20 option. We thought that this was a non-changing
 21 premium for the life of the policy, as our other
 22 whole life policies are.
 23 **Q I want you to read the provision about**
 24 **grace period if you could.**
 25 MR. SCHIRGER: On what page?

Page 61

1 MR. ROOT: On the same page.
 2 MR. SCHIRGER: What page is that
 3 for the record?
 4 MR. ROOT: Page 10 of 18. Within
 5 premium provisions, there's a paragraph that
 6 begins headed Grace Period.
 7 **Q (By Mr. Root) Have you had a chance**
 8 **to read that?**
 9 A I did.
 10 **Q And does it indicate that the policy**
 11 **would lapse and terminate without value if the**
 12 **premiums aren't sufficient?**
 13 MR. SCHIRGER: Form and
 14 foundation, calls for a legal conclusion, document
 15 speaks for itself.
 16 A That is not within my understanding.
 17 **Q (By Mr. Root) Okay. You testified**
 18 **earlier, Mrs. Vogt, that it was important to you**
 19 **in Exhibit 33 that Mr. Dugan had indicated that**
 20 **your policy would lapse?**
 21 A Yes.
 22 **Q And so do you have an understanding**
 23 **after reading the grace period today what the**
 24 **lapse provision of the policy would be?**
 25 A Not from the way I read it here

Page 63

1 for her benefit. And I'm trying to develop her
 2 understanding of it, because she had discussions
 3 with the insured, the Plaintiff in this case,
 4 about the policy.
 5 MR. SCHIRGER: What's your point?
 6 That's why we're sitting here.
 7 MR. ROOT: Trying to -- my point
 8 is to ask questions of Mrs. Vogt about her
 9 understanding of the policy, what she shared with
 10 her husband to get to his understanding of the
 11 policy.
 12 MR. SCHIRGER: I get all that.
 13 MR. ROOT: Okay.
 14 MR. SCHIRGER: So go ahead and ask
 15 your questions.
 16 MR. ROOT: I will.
 17 MR. SCHIRGER: I'm just making for
 18 the record, just be careful in how you refer to
 19 this policy and the written communications and
 20 everything else.
 21 They were directed to her husband, Michael
 22 Vogt. This policy is owned, was owned by Michael
 23 Vogt. Okay? Just so the record is clear.
 24 MR. ROOT: Anything further?
 25 MR. SCHIRGER: No. How about you?

Page 62

1 because --
 2 **Q Okay.**
 3 A -- I understand the grace period is 61
 4 days, and that I would receive a notice 31 days
 5 prior. That's in black and white.
 6 **Q Uh-huh. And you never received such a**
 7 **notice about a grace period in your policy?**
 8 A No.
 9 MR. SCHIRGER: And just so the
 10 record is clear here, the notices weren't directed
 11 to this witness, and it is not her policy.
 12 MR. ROOT: I understand.
 13 MR. SCHIRGER: Okay, well,
 14 numerous questions of yours have assumed that it
 15 was her policy, and you've said "your policy,"
 16 just so we're clear here.
 17 MR. ROOT: Mr. Schirger, Mrs. Vogt
 18 is the beneficiary of the policy.
 19 MR. SCHIRGER: I understand, yeah,
 20 but she's not the insured.
 21 MR. ROOT: Understand.
 22 MR. SCHIRGER: And not the owner.
 23 MR. ROOT: Okay. Policy was, she
 24 was present when the policy was made, as she's
 25 testified. And the policy was taken out in part

Page 64

1 Anything further?
 2 MR. ROOT: Yeah. I do have some
 3 questions of the witness if you'd stop
 4 interrupting me.
 5 MR. SCHIRGER: Then go ahead and
 6 ask your questions.
 7 MR. ROOT: I will.
 8 MR. SCHIRGER: You want to ask
 9 them, or are we finished?
 10 MR. ROOT: We're not finished,
 11 Mr. Schirger.
 12 MR. SCHIRGER: Okay, then ask your
 13 questions.
 14 MR. ROOT: I shall. Settle down.
 15 MR. SCHIRGER: Go ahead. No. You
 16 need to kind of organize yourself here and figure
 17 out what you're trying to ask of this witness
 18 because you're wasting a lot of time. So ask your
 19 questions. Otherwise the deposition is over.
 20 MR. ROOT: I shall. Thank you.
 21 **Q (By Mr. Root) Mrs. Vogt, after you**
 22 **and Mr. Vogt made the decision to terminate the**
 23 **universal life policy in 2013, what led you to**
 24 **contact counsel in 2016 regarding this policy?**
 25 MR. SCHIRGER: I'll object to the

Page 65

1 form of the question. It assumes facts not in
 2 evidence. You can go ahead and answer the
 3 question if you can.
 4 A I did research to find out if, first
 5 of all, I researched universal whole life. I
 6 researched that because in our meeting with Tim
 7 Dugan, he said that this type of insurance policy
 8 should never have been issued to us because of the
 9 provision to lapse the policy; that that was not
 10 what we intended to buy this policy for.
 11 So I researched this policy, and I found
 12 out that a lot of other people had these
 13 policies. And I had also had a conversation with
 14 Ken Robinson when he told us that, and it was not
 15 in relationship to this policy in particular, but
 16 it was in relationship to an incident we had with
 17 another of our policies on homeowners with State
 18 Farm.
 19 And he said that their agents were very
 20 concerned that they would be fired if they didn't
 21 represent the best interests of the company over
 22 the best interests of their clients. So I got
 23 the feeling then that the direction of the
 24 company had changed, and the company that I
 25 perceived from the time I was 16 when I started

Page 66

1 with the company and before my father, before
 2 that.
 3 In my relationship with State Farm through
 4 the years with these types of policies, I always
 5 felt that the agent was there to represent us
 6 with the company. And I didn't feel that Ken
 7 Robinson was representing us and that he was
 8 afraid to speak up.
 9 And to answer your question further, he
 10 mentioned to me that some agents were suing the
 11 company over being fired for representing their
 12 clients' best interests. And to me that was an
 13 ethical issue.
 14 So I began to research, and all kinds of
 15 things popped up, of course, on the internet.
 16 And that's where I saw the lawsuit that had been
 17 fired, excuse me, had been filed by the State
 18 Farm agents.
 19 And the law firm was here in Kansas City.
 20 And just out of curiosity, I contacted them and
 21 they requested a copy of my insurance policy,
 22 which I sent to them, I copied and sent to them.
 23 And then told them that we were very upset over
 24 this type of policy.
 25 And that's how I got involved with, and

Page 67

1 Mike, we got involved with taking this further.
 2 MR. SCHIRGER: At this point I do
 3 want to caution the witness not to disclose or
 4 share any --
 5 THE WITNESS: Right.
 6 MR. SCHIRGER: -- communications
 7 you may have had with the Stueve Siegel firm or
 8 with my law firm or any attorney, okay?
 9 THE WITNESS: Uh-huh.
 10 **Q (By Mr. Root) I agree with that. I'm**
 11 **not trying to inquire about your communications**
 12 **with them. I'm just trying to make sure I**
 13 **understand the circumstances that led you to**
 14 **contacting them in the first place.**
 15 **So this research that you did, was that**
 16 **research on the internet? What type of research**
 17 **was that?**
 18 A On the internet.
 19 **Q And so what, if you remember, did you**
 20 **type in? Did you just google?**
 21 A I googled State Farm, and I googled
 22 problems with State Farm, lawsuits with State
 23 Farm. I googled universal whole life and got a
 24 lot of information.
 25 I felt that if we had been misrepresented,

Page 68

1 that there were probably a lot of other people
 2 out there as well.
 3 **Q Did you in 2014 take out a new life**
 4 **insurance policy with State Farm, Mrs. Vogt?**
 5 A No.
 6 **Q You didn't take out a Select Term 20**
 7 **policy in November of 2014?**
 8 A No. I don't know what that is.
 9 **Q Okay. And so you surrendered your**
 10 **policy in or around November 1st of 2013, and when**
 11 **did you begin doing this research on the internet?**
 12 A I don't recall. I don't have dates.
 13 **Q Was it that same year?**
 14 MR. SCHIRGER: She just said she
 15 doesn't recall.
 16 A I don't recall.
 17 MR. ROOT: I'm trying to
 18 understand her recollection, John, thanks.
 19 A I don't want to guess.
 20 **Q (By Mr. Root) How long between when**
 21 **you completed your research and when you**
 22 **contacted counsel?**
 23 A I don't recall that either, but it
 24 wasn't long. And it was a discussion I had with
 25 my husband on following through and making

Page 69

1 contact.

2 **Q What did you say to your husband?**

3 A I just told him what I found out on

4 the internet about these types of policies, and I

5 wanted to contact this law firm, and he said go

6 ahead. So I did. My husband does not do anything

7 on the internet or computers.

8 MR. SCHIRGER: Wise man.

9 THE WITNESS: Yeah.

10 A So all the research was done by me,

11 but there's always a discussion between my husband

12 and I. We make our decisions together on things.

13 **Q (By Mr. Root) Do you remember any of**

14 **the websites that returned information to you on**

15 **your research?**

16 A No, not specifically.

17 **Q Do you remember anything else about**

18 **the lawsuit that you found out about against State**

19 **Farm?**

20 A I just recall that, the law firm that

21 had filed suit and ...

22 **Q And was that the Miller Schirger law**

23 **firm?**

24 A No.

25 **Q Was it the Stueve Siegel law firm?**

Page 70

1 A Yes.

2 **Q Did you have the internet in 2010,**

3 **Mrs. Vogt?**

4 A Yes.

5 **Q Is there any reason you couldn't have**

6 **done the research you did at that time?**

7 A I had no need.

8 **Q And the lawsuit that you remember**

9 **reviewing was filed on behalf of State Farm**

10 **agents, to the best of your recollection?**

11 A It was.

12 **Q Do you remember the name of it? I may**

13 **have asked you that.**

14 A I do not.

15 **Q And I believe you testified that Ken**

16 **Robinson had had a conversation with you about the**

17 **support of State Farm, not relating to this**

18 **universal life policy? Is that fair? Is that**

19 **right?**

20 A Uh-huh. Uh-huh.

21 **Q Do you remember when that was?**

22 A I can't give you an exact date of when

23 I had a conversation.

24 **Q Do you remember when Mr. Robinson**

25 **passed away, what year that was?**

Page 71

1 A I believe he passed away a few months

2 before we received this letter. (Witness

3 indicating.)

4 **Q Obviously it would be before he passed**

5 **away, I assume, the conversation?**

6 A Yes.

7 **Q Let's take a short break and let me he**

8 **go over my notes.**

9 THE VIDEOGRAPHER: We're now going

10 off the record. The time is 11:23.

11 (Recess.)

12 THE VIDEOGRAPHER: We're now going

13 back on the record. The time is 11:30.

14 **Q (By Mr. Root) Mrs. Vogt, did you**

15 **think of anything during the break that you need**

16 **to clarify from your testimony this morning?**

17 A No.

18 **Q Okay. I have one more document I want**

19 **to show to you, see if you recognize it.**

20 A Okay.

21 **Q It's Exhibit 34. It's been previously**

22 **marked in your husband's deposition, and it was**

23 **produced to us by Plaintiff's counsel in this**

24 **case, bearing Bates numbers VOGT_44 to VOGT_47.**

25 **Mrs. Vogt, do you recognize Exhibit 34?**

Page 72

1 A I do not.

2 **Q Okay. Did you provide documents from**

3 **your files to counsel in this case?**

4 A Yes.

5 **Q And was this among the documents you**

6 **provided to Mr. Vogt's attorneys in this case?**

7 A I don't know. You've have to ask my

8 attorney.

9 **Q I prefer not to depose your attorney.**

10 **It gets awkward.**

11 A Okay.

12 **Q But you don't recognize this document?**

13 A I do not. I have not seen this

14 document, to my knowledge or recollection.

15 **Q Mrs. Vogt, when you were doing your**

16 **research on universal life, did you print any**

17 **information out?**

18 A No. I just read it.

19 **Q Did you make any notes?**

20 A No, not that I recall.

21 **Q Do you know when that was that you**

22 **were doing that research, what year?**

23 A No. I don't remember. I might have

24 written down the name of the law firm and the

25 email or phone number of the law firm, but other

Page 73

1 than that, I didn't take any notes.

2 **Q And you indicated that you researched**

3 **universal whole life?**

4 A Uh-huh.

5 **Q What did your research report about**

6 **universal whole life, if you recall?**

7 A That it was not a popular insurance

8 policy. People had problems with it.

9 **Q Do you remember what those problems**

10 **were?**

11 A No, I don't recall. What I read just

12 sent up red flags and that's it. That's all I

13 remember.

14 **Q Mrs. Vogt, thank you. I don't have**

15 **any further questions.**

16 A Okay.

17 MR. SCHIRGER: I have no

18 questions. And we will read and sign, please.

19 THE VIDEOGRAPHER: We're now going

20 off the record. The time is 11:36.

21 (The witness was excused, and

22 the deposition ended at 11:36 a.m.)

23

24

25

Page 75

1 I, BEVERLY VOGT, do hereby certify:

2 That I have read the foregoing deposition;

3 That I have made such changes in form

4 and/or substance to the within deposition as

5 might be necessary to render the same true and

6 correct;

7 That having made such changes thereon, I

8 hereby subscribe my name to the deposition.

9 I declare under penalty of perjury that

10 the foregoing is true and correct.

11

12 Executed the _____ day of _____,

13 20____, at

14 _____.

15 _____.

16 _____.

17

18

19 My Commission Expires:

20 _____

21 Notary Public:

22 _____

23

24

25

Page 74

1 CERTIFICATE OF REPORTER

2 I, Sandra Tippins, Certified Court Reporter

3 (Missouri) and Certified Shorthand Reporter

4 (Kansas), do hereby certify that the witness whose

5 testimony appears in the foregoing deposition was

6 duly sworn by me pursuant to Section 492.010 RSMo;

7 that the testimony of said witness was taken by me

8 to the best of my ability and thereafter reduced to

9 typewriting under my direction; that I am neither

10 counsel for, related to, nor employed by any of the

11 parties to the action in which this deposition was

12 taken, and further that I am not a relative or

13 employee of any attorney or counsel employed by the

14 parties thereto, nor financially or otherwise

15 interested in the outcome of the action.

16

17

18

19

20 _____

21 Certified Court Reporter

22 Within and for the State of Missouri

23

24

25

Page 76

1 Errata Sheet

2 Witness: BEVERLY VOGT

3 In Re: VOGT V. STATE FARM LIFE INSURANCE CO.

4 Upon reading the deposition and before subscribing

5 thereto, the deponent indicated the following

6 changes should be made:

7 Page Line Should read:

8 Reason assigned for change :

9

10 Page Line Should read:

11 Reason assigned for change :

12 Page Line Should read:

13 Reason assigned for change :

14 Page Line Should read:

15 Reason assigned for change :

16 Page Line Should read:

17 Reason assigned for change :

18 Page Line Should read:

19 Reason assigned for change :

20 Page Line Should read:

21 Reason assigned for change :

22 Page Line Should read:

23 Reason assigned for change :

24 Reporter: Sandra Tippins

25

1 Alaris Litigation Services
2 1608 Locust Street
3 Kansas City, Missouri 64108

4 December 13, 2017

5 Mr. John J. Schirger
6 Miller Schirger
7 4520 Main Street, Suite 1570
8 Kansas City, Missouri 64111

9 In Re: Vogt vs. State Farm Life Insurance Co.

10 Dear Mr. Schirger:

11 Please find enclosed your copy of the deposition
12 of Beverly Vogt, taken on December 13, 2017,
13 in the above-referenced case. Also enclosed is
14 the original signature page and errata sheets.
15 Please have the witness read your copy of the
16 transcript, indicate any changes and/or
17 corrections desired on the errata sheets, and sign
18 the signature page before a notary public.

19 Please return the errata sheets and notarized
20 signature page to Production Department, 1608
21 Locust Street, Kansas City, Missouri, 64108,
22 for filing within 30 days of receipt of this
23 letter.

24 Thank you for your attention to this matter.

25 Sincerely,

Saundra Tippins

CC: Mr. Jeremy A. Root