

**United States Senate  
Permanent Subcommittee on Investigations  
Committee on Homeland Security and Governmental Affairs**

**AFFIDAVIT OF JAMIE LYNN SLONE**

JAMIE LYNN SLONE, being duly sworn, states that:

1. I worked at the Eric C. Conn Law Firm (the "Firm") from September 2006 to March 16, 2012. During my time at the Firm, I worked in a number of positions, including claims intake, DDS Liaison, Fee Control, and the Hearings Department. Beginning in June 2011, I became Office Manager. As Office Manager, I oversaw the Firm's overall finances. This included the day-to-day management of the Firm's bookkeeping and accounting, as well as management of the Firm's cash-on-hand, which we referred to as "petty cash." I also generally oversaw all Firm operations.

2. One of my responsibilities at the Firm was to field calls from Social Security Administration ("SSA") Administrative Law Judge David B. Daugherty. Each month, Judge Daugherty called and gave the following information for 30 to 50 Social Security disability claimants represented by Eric Conn: first name, last name, the claimant's Social Security number, and either "mental" or "physical."

3. Judge Daugherty would also call to speak with Mr. Conn on occasion. During these calls, Mr. Conn asked everyone to leave the room so he could talk to Judge Daugherty in private. Mr. Conn made such a request for no other person that called to talk to him.

4. In 2010, I confronted Mr. Conn and said "I have a theory about you, I think that you go and meet [Judge Daugherty] once a month." Mr. Conn responded "well you know what they say, where there's smoke, there's fire."



5. Between 2009 and 2012, I was the individual that routinely answered the calls from Judge Daugherty each month and created the list of claimants. Before me, it was the responsibility of Tabitha George to answer these calls and create the monthly list, until her employment at the Firm ended.

6. By stating either "mental" or "physical," it was commonly known that Judge Daugherty was indicating the type of medical opinion he needed in order to award that claimant disability benefits, either Social Security Disability Insurance Benefits or Supplemental Security Income.

7. I created a list of these claimants, which was known throughout the office as the monthly "DB List." Once the list was created, another employee called each claimant on the DB List to schedule an exam with a doctor. During my tenure at the Firm, Jessica Newman was primarily responsible for scheduling claimants. Depending on whether Judge Daugherty indicated "mental" or "physical" for the claimant, Ms. Newman scheduled the claimant to see a certain doctor to provide an opinion on the claimant's alleged disability.

8. The Firm initially paid for the doctor evaluation, and each claimant was required to reimburse the Firm for the cost of the evaluation. Each claimant signed a contract stating they would reimburse the Firm for the cost of the evaluation. Another Firm employee filmed the claimants signing the contract.

9. If Judge Daugherty indicated "physical" with regard to a claimant, Ms. Newman scheduled the claimant to see a doctor that would review and analyze the claimant's physical health. During my time at the Firm, a large number of the physical evaluations were performed by Dr. Frederic Huffnagle, until his death in October 2010.

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10. For two days each month, Dr. Huffnagle evaluated individuals from the DB Lists onsite in the medical suite at the Eric C. Conn Law Firm. Ms. Newman scheduled each claimant for a ten minute appointment with Dr. Huffnagle. Due to my office location, I observed that Dr. Huffnagle met with each claimant for, on average, 5 to 10 minutes. Dr. Huffnagle would see up to 25 claimants a day. Dr. Huffnagle's wife would dictate the medical opinions, which were transcribed by an outside transcriptionist. Dr. Huffnagle's reports would be sent to the Firm in roughly one week following his meeting with the claimant. I do not recall any medical opinions by Dr. Huffnagle that did not find the claimant disabled.

11. In late 2010, Mr. Conn requested that Dr. Huffnagle lengthen his reports. Mr. Conn told me this was requested by Judge Daugherty. Following this request, Dr. Huffnagle complied and lengthened his reports.

12. If a claimant did not attend their scheduled appointment with Dr. Huffnagle, Mr. Conn wrote a report based on the claimant's medical records finding the claimant's limitations were permanent and the claimant was disabled. For these, which were commonly called "file reviews," Dr. Huffnagle did not write the disabling reports; Dr. Huffnagle routinely signed these reports and never requested any edits.

13. The Firm used ten versions of residual functional capacity ("RFC") documents to submit to Judge Daugherty and other ALJs in support of clients' cases of physical disability. These same versions were used in rotation regardless of the clients' medical condition; just the names and Social Security numbers were changed. Dr. Huffnagle did not write or edit the RFCs, but routinely signed them.

14. Many of the claimants where Judge Daugherty indicated "mental" were seen by Dr. Brad Adkins. Dr. Adkins saw claimants at his office. To my recollection, Dr. Adkins



always determined the claimants he evaluated were disabled and unable to perform any work.

Mr. Conn submitted five RFCs in rotation to Judge Daugherty and other ALJs for claimants for allegations of mental disabilities. Dr. Adkins did not write these RFCs, but routinely signed them and never requested any edits.

15. When the medical opinions were completed, Judge Daugherty sent a barcode to the Firm to attach to the reports, which were used to upload the reports into the SSA electronic file system.

16. After six-to-eight weeks, Judge Daugherty issued a decision approving the claimant for disability benefits "on-the-record" without holding a hearing.

17. Mr. Conn would search the Internet to locate doctors with licensure problems (i.e., suspended licenses, pending lawsuits, etc.) to evaluate his disability clients. Mr. Conn commonly referred to these doctors as "whore doctors."

18. In 2010, Mr. Conn hired former Huntington disability ALJ Algernon Tinsley. Mr. Conn discussed hiring Judge Tinsley with Huntington ALJ Charlie P. Andrus. Prior to Mr. Conn hiring Mr. Tinsely, I was present for several conversations in the hearing room at the Prestonsburg Hearing Office between the two men. In one of these conversations, Judge Andrus stated to Mr. Conn about Judge Tinsley that "I want him out now. I can't put up with him." Mr. Conn asked me to contact Judge Tinsely to help him complete his retirement papers to facilitate Judge Tinsley ending his employment with the agency and beginning his job for Mr. Conn because "Andrus is chewing my butt out for it."

19. In 2010, Mr. Conn requested that I prepare approximately 180-200 Findings Integrated Template ("FIT") decisions that awarded disability benefits to Mr. Conn's claimants assigned for decision by Judge Andrus. In many cases, when the case decisions were returned to

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the Firm, I reviewed the decisions and observed that Judge Andrus adopted the decision exactly as written.

20. For some of these FIT decisions, Mr. Conn requested that these clients receive x-rays from Dr. Ira Potter at the Potter Clinic. The x-ray request forms given to the claimants were marked "WE DO NOT WANT THE FILMS READ BY ANYONE!!!!" Once the x-ray films were provided to the Firm, Mr. Conn personally wrote the analysis for the medical opinion of the x-ray. Mr. Conn found descriptions on the Internet of x-ray films. Mr. Conn cut and pasted these descriptions into his clients' medical opinions, which asserted the claimant was disabled and unable to work. Dr. Huffnagle signed the opinions and never requested any edits.

21. After the Wall Street Journal ("WSJ") ran a story about Judge Daugherty on May 19, 2011 entitled "Disability-Claim Judge Has Trouble Saying 'No,'" for several weeks Judge Daugherty frequently called the Firm, sometimes up to three times a day, requesting to speak with Mr. Conn. Mr. Conn refused to speak to Judge Daugherty on the Firm's phones. Mr. Conn told me that he and Judge Daugherty each bought prepaid cellular phones to communicate with each other. Mr. Conn used several of these phones, purchased from Family Dollar located next to the Firm offices, to communicate with Judge Daugherty.

22. One night, Judge Daugherty called Mr. Conn on his home phone and left him a voicemail, which Mr. Conn played for me that same evening. In that voicemail, Judge Daugherty insisted on talking to Mr. Conn right away. Mr. Conn asked me if I thought he should return Judge Daugherty's phone call.

23. Following the WSJ story, Judge Andrus called Mr. Conn. I was in the room with Mr. Conn along with others. Mr. Conn told us that Judge Andrus believed Sarah Carver was the SSA employee talking to the newspaper about Judge Daugherty and Mr. Conn.



24. Immediately following his conversation with Judge Andrus, Mr. Conn asked others to come to his office, including David Hicks. Mr. Conn stated "Judge Andrus called me and we have to do something about Sarah Carver, so here's what we came up with." Mr. Conn then explained a plan to place Sarah Carver under surveillance on the days she worked from home or her "flex-day." Mr. Conn said that Judge Andrus knew the date of Ms. Carver's next "flex-day." At the request of Mr. Conn, several of his employees followed and filmed Ms. Carver on the reported flex-day. Mr. Conn intended to film Ms. Carver on these days leaving her home and not working. The employees were unable to film Ms. Carver leaving her home.

25. Following this failed attempt to film Ms. Carver leaving her home, Mr. Conn said that Judge Andrus would have Sandra Nease, who worked in the Huntington Social Security Office of Disability Adjudication and Review ("ODAR"), call and report when Ms. Carver's next flex-day would be.

26. After several more unsuccessful attempts to film Ms. Carver on her flex-day leaving her home, Curtis Wyatt filmed Ms. Carver walking into the Huntington ODAR office on a day she was scheduled to be working. Mr. Wyatt, however, held up a newspaper in view of the camera and played a radio show both from one of Ms. Carver's scheduled flex-days, intending to make the video appear to be from a flex-day. Mr. Conn instructed an employee to send the video to SSA and the SSA Office of the Inspector General ("OIG"), but Mr. Conn said that Judge Andrus called and said the video was sent to the wrong address.

27. Following the WSJ article, Mr. Conn stated to me and others that "there is no way I am going to jail." Mr. Conn also stated he considered leaving the United States and going to Cuba to avoid going to jail because he believed he could not be extradited back to the United

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States from Cuba. Mr. Conn stated "if I was paying DB [Judge Daugherty] I wouldn't be dumb enough to leave a paper trail."

28. After the same WSJ story ran, Mr. Conn destroyed certain paper documents, despite the advice of his attorney. I reminded Mr. Conn that his counsel had advised him not to destroy any documents. Mr. Conn responded "fuck them, this is my office and I will do what I want."

29. Following this statement, and on several occasions, Mr. Conn destroyed a number of paper documents in the office. The documents destroyed by Mr. Conn, or at the directive of Mr. Conn, included financial records maintained by his mother Pat Conn, the former office manager, and case files for prior disability claimants. I also witnessed Mr. Conn ask a Firm employee to destroy any DB List in her possession. Mr. Conn requested that she give him the DB Lists and the employee handed them to Mr. Conn; I watched Mr. Conn shred the DB Lists in the office paper shredder. The Firm had no document retention policy for the scheduled destruction of documents. These documents were not destroyed in the normal course of firm business.

30. Mr. Conn destroyed, or directed the destruction of documents, after the SSA OIG interviewed Mr. Conn at his office.

31. Mr. Conn requested that I print out all emails in both the Firm email account and from several of his personal email accounts from Judges Daugherty, Andrus, and Gitlow in response to the subpoena received from the Permanent Subcommittee on Investigations ("PSI"). Mr. Conn gave me the passwords to his personal accounts to access and search those accounts. When I searched to locate emails from Judge Daugherty in the Firm account and Mr. Conn's personal accounts, there were no emails from Judge Daugherty. There were emails from the



other Judges. I questioned Mr. Conn about where the emails from Judge Daugherty were and he stated "those have already been deleted, just print what's there."

32. Prior to their deletion, I electronically stored emails I received from Judge Daugherty in my assigned email folder in the Firm email account. The folder included three to four years of regular emails between me and Judge Daugherty from his SSA email account.

33. Over the course of 2011, Mr. Conn directed me to replace the majority of the computers in the office. In July 2011, Mr. Conn directed Curtis Wyatt to remove the hard drives from all the old computers not currently being used by the Firm employees and destroy them with a hammer. I observed Mr. Wyatt destroy the hard drives in this manner. Mr. Wyatt, at Mr. Conn's direction, burned the computers behind the Firm's office and what was left of the hard drives, which left a large patch of scorched grass for weeks. At times, Mr. Conn also directed Kenneth Sturgill to destroy the computers in the same way.

34. Around the same time in July of 2011, Mr. Conn (and another employee at his direction) destroyed a number of medical records for current clients, whose disability claims were pending before SSA.

35. I observed Mr. Conn using Firm funds for the following activities:

- a. Mr. Conn hired Pike County Chief District Court Judge Darrel H. Mullins and his band to play at a wedding. Mr. Conn paid Judge Mullins a total of \$4,000 in four separate installments of \$1,000 each for his band to play at the wedding. Mr. Conn also paid Big Appal Studios to produce and distribute a CD of music played by Judge Mullins and Dan Huff entitled "We the People."
- b. Mr. Conn instructed me to give a Firm employee \$10,000 to purchase ten money orders, each for \$1,000. Mr. Conn stated that the money orders would be sent to





the Will T. Scott Campaign as donations in the names of ten different Firm employees. At the direction of Mr. Conn, an employee completed the money orders in the names of these firm employees and sent them to the campaign. The campaign returned the money orders to the home addresses of the ten employees, as stated on the money order.

- c. Following the return of the money orders, Mr. Hicks, who previously received a money order for \$1,000, requested that I give him another \$1,000 from Firm funds that he stated would be used for his wife to write a check to the Scott Campaign. Mr. Conn also instructed me to give \$1,000 to Adam Murphy for Mr. Murphy to write a check for the Scott Campaign.
- d. I observed Mr. Conn use the website [www.getrevengeonyourex.com](http://www.getrevengeonyourex.com) to send a voodoo doll with a pin through the heart to a fellow Kentucky disability attorney, Grover Arnett. When I reviewed the credit card statements, Mr. Conn informed me the charges for this website were billed to his Eric Conn PSC Bank of America credit card as "cuddlesforyou."
- e. Mr. Conn attempted to smuggle certain women across the United States border several times. For example, in November 2011, I observed Mr. Conn paying \$20,000 to an individual by the name of Inna Shur in Toronto, Canada, to rent a boat located in St. Kitts to transport his fiancée from St. Kitts to Florida. Mr. Conn told me that he believed he could easily sneak Mr. Conn's fiancée into Florida. Mr. Conn was out of the country when he needed to pay for the boat and convinced John Earl Hunt, an attorney at the Firm, to use his own funds to buy the needed cashier's check. Mr. Conn told Mr. Hunt that he needed to send the




money to pay for his wedding, which was to take place on a "yacht." To my knowledge, the plan was abandoned before it was completed. Mr. Conn requested that Mr. Hunt be reimbursed the \$20,000 that Mr. Hunt used to secure the cashier's check.

- f. During the entire time I worked at the Firm (2006-2012), Mr. Conn would send various amounts of money to an individual named "Mike" in Thailand that would use the money to support Mr. Conn's fiancées or women that he was dating that lived in that country. I reviewed emails from this individual that stated these payments would fund such things for the women as: an apartment; a car; English language classes; cosmetic surgery; spa treatments; and an individual who would look after them. These charges were billed to the Eric Conn PSC Bank of America credit card, and others, as "Oriental Fashion." Mr. Conn would also send these women money through Western Union and Money Gram.

36. Throughout my employment by Mr. Conn, I never unlawfully removed cash, property, or anything of value from the Firm that was not specifically given to me by Mr. Conn.

I declare under the penalty of perjury the foregoing is true and correct. Executed on June 12, 2012.

  
Jamie Lynn Stone

