

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
SOUTHERN DIVISION**

----- x

THOMAS C. and PAMELA McINTOSH, :

Plaintiffs, :

- against - :

STATE FARM FIRE & CASUALTY CO. and :

FORENSIC ANALYSIS & ENGINEERING :

CO., et al., :

Defendants. :

----- x

STATE FARM’S EMERGENCY MOTION TO COMPEL RICHARD SCRUGGS

State Farm Fire and Casualty Company respectfully moves this Court, pursuant to Local Rule 7.2(H) and Federal Rules of Civil Procedure 30(d), 37(a), and 45(d), for an immediate order: (i) compelling Richard Scruggs to answer all of the questions he refused to answer at his deposition on July 21, 2008 (*i.e.*, **all** questions other than his name); (ii) re-allotting seven hours to take his deposition; (iii) directing Richard Scruggs to re-appear for his deposition on a date to be determined but in no event later than August 1, 2008; (iv) directing Richard Scruggs or his counsel to certify under oath that no documents were withheld as privileged, internal to the Scruggs Law Firm, or otherwise in response to this Court’s May 13, 2008 Order, and June 20, 2008 Opinion and Order (Docs. 1194, 1211, 1212); and (v) awarding State Farm reasonable expenses and attorneys fees. In support thereof, State Farm states:¹

1. The Scruggs stonewall continues unabated. Despite the prior Orders of this Court finding that the Fifth Amendment privilege does not exist as to certain matters, at his deposition on July 22, 2008, other than as to stating his name, Mr. Scruggs in blanket fashion invoked the Fifth Amendment in

¹ In the interests of judicial economy, State Farm respectfully requests that this Court waive the requirement of filing a separate brief inasmuch as all authority and arguments in support of this motion are set forth herein.

response to *every* question, including those subjects as to which this Court has already ruled the Fifth Amendment does not apply. *See* Ex. 1, Dep. Tr. of R. Scruggs, *passim*. So, too, despite prior Orders of this Court finding that the attorney client or attorney work product privilege does not exist as to certain matters, such objections and directions not to answer were asserted for these matters and others.

2. In addressing privilege objections made during the course of depositions, this Court has previously “caution[ed] counsel that claims of privilege will be subjected to close scrutiny.” Oct. 1, 2007 Order (Doc. 563) at 3. It is black letter law that the burden falls squarely on the person asserting a privilege to demonstrate that each and every element of the privilege is satisfied. *See, e.g., In re Grand Jury Proceedings*, 517 F.2d 666, 670 (5th Cir. 1975); *Scott v. Litton Avondale Indus.*, 2003 WL 1913976, at *3 (E.D. La. Apr. 17, 2003). “That burden cannot be met by [an attorney’s] ‘mere conclusory or *ipse dixit* assertions.’” *OneBeacon Ins. Co. v. Forman Int’l, Ltd.*, 2006 WL 3771010, at *4 (S.D.N.Y. Dec. 15, 2006) (citations and internal quotation marks omitted). State Farm does *not* bear the burden of demonstrating the inapplicability of any asserted privilege. State Farm certifies that it has in good faith attempted to resolve these issues with counsel without Court intervention, albeit without avail.

3. Judge Senter, writing for the Court, has previously and expressly overruled Mr. Scruggs’ assertion of the Fifth Amendment privilege to State Farm’s Request No. 5 that he “produce all documents concerning the American Broadcasting Company, including without limitation ABC News, 20/20, and Joe Rhee, pertaining to State Farm and Hurricane Katrina.” Doc. 1211 at 2. As the Court stated: “The criminal contempt proceeding in the United States District Court for the Northern District of Alabama has been dismissed, and the requested documents do not appear to me to have any bearing on any other criminal proceeding now pending or known to be contemplated.” *Id.* Moreover, the Court’s ruling rejecting Mr. Scruggs’ assertion of the Fifth Amendment privilege was also expressly extended “to apply to the Scruggses’ Fifth Amendment objections to Requests No. 9, No. 10, No. 17, No.

23, and No. 25.” *Id.*² If the documents themselves are not privileged, then Mr. Scruggs cannot refuse to answer questions about the documents on grounds of privilege. Yet, he did just that.

4. By way of example, Mr. Scruggs asserted the Fifth Amendment and improperly refused to answer questions related to the following subjects, all of which were addressed in Judge Senter’s June 20 Opinion.

- Communications with the media relating to the ABC News 20/20 broadcast and all documents which the Scruggses provided to the media in connection with that investigation/broadcast. *Compare* June 20 Opinion (Doc. 1211) at 2 *with* Ex. 1 at, *e.g.*, 145:17-147:7, 155:9-12, 157:13-160:19, 172:18-175:13, 179:8-182:8.
- Communications between the Scruggses and Brian Ford, the engineer who prepared the October 5, 2005, engineering report for the McIntosh property. *Compare* June 20 Opinion at 3 *with* Ex. 1 at, *e.g.*, 161:9-165:24, 169:12-172:16, 173:13-174:12, 182:10-183:15.
- Communications between the Scruggses and any State Farm employee in any way related to the Rigsbys or the McIntosh claim. *Compare* June 20 Opinion at 3 *with* Ex. 1 at, *e.g.*, 67:22-68:20, 105:8-106:17, 183:16-184:14.
- Documents represented to the Scruggses to have been taken from, removed from, copied from, forwarded from, or downloaded from, directly or indirectly, any State Farm office or State Farm computer system, including, without limitation emails,

² As set forth in the June 20, 2008 Opinion (Doc. 1211), those requests are described as follows:

“**Request No. 5** was narrowed to a requirement that the Scruggses produce documents evidencing communications with the media leading up to, including, or in any way related to the [August 2006] 20/20 broadcast, and all documents which the Scruggses provided to the media in connection with that investigation/broadcast.” *Id.* at 2.

“**Request No. 9** for all documents concerning communications between the Scruggses and Brian Ford, the engineer who prepared the October 5, 2005, engineering report for the McIntosh property, was granted.” *Id.* at 3.

“**Request No. 10** for all documents concerning communications between the Scruggses and any State Farm employee who worked on any Hurricane Katrina claim, was narrowed to require only the production of documents concerning communications in any way related to the Rigsbys or the McIntosh claim.” *Id.*

“**Request No. 17** for all documents represented to the Scruggses to have been taken from, removed from, copied from, forwarded from, or downloaded from, directly or indirectly, any State Farm office or State Farm computer system, including, without limitation emails, pertaining to or arising out of Hurricane Katrina was narrowed to require only the production of such documents that were not produced by State Farm in discovery in this case.” *Id.*

“**Request No. 23** for the production of documents picked up or otherwise retrieved by Richard Scruggs from a highly placed source at State Farm on a trip to Bloomington, Illinois, which Richard Scruggs referenced in a March 30, 2006, interview was granted.” *Id.* at 4.

“**Request No. 25** for all documents concerning any financial interest the Scruggses have in this or any other State Farm-related Hurricane Katrina matter following their withdrawal as counsel of record was granted.” *Id.* at 4.

pertaining to or arising out of Hurricane Katrina was that were not produced by State Farm in discovery in this case. *Compare* June 20 Opinion at 3 *with* Ex. 1 at, *e.g.*, 19:24-22:24, 27:10-21, 28:18-31:1, 62:19-64:14, 79:4-80:6, 81:24-84:19, 94:7-14, 100:11-101:8, 101:21-104:9, 111:24-112:20, 129:10-130:23, 131:19-132:4, 178:8-179:2.

- Documents picked up or otherwise retrieved by Richard Scruggs from a highly placed source at State Farm on a trip to Bloomington, Illinois, which Richard Scruggs referenced in a March 30, 2006, interview. *Compare* June 20 Opinion at 4 *with* Ex. 1 at, *e.g.*, 69:1-74:5, 74:20-76:15.
- Any financial interest the Scruggses have in this or any other State Farm-related Hurricane Katrina matter following their withdrawal as counsel of record. *Compare* June 20 Opinion at 4 *with* Ex. 1 at, *e.g.*, 121:3-127:17, 135:18-138:2, 139:10-141:15, 263:6-264:25, 284:23-285:7.

Of course, the list does not end there inasmuch as Mr. Scruggs asserted the Fifth Amendment in response to every question other than stating his name.

5. So, too, this Court has held that meetings between the Rigsbys and their attorneys are not privileged if third parties (including their mother or stepfather) were present, May 23, 2008 Order (Doc. 1196) at 1, that the Rigsbys' unauthorized use of State Farm computers or the documents they took from State Farm are not privileged, *id.*; *cf.* May 15, 2008 Order (Doc. 1194) at 10-11 (ordering the Scruggses to produce all documents taken or downloaded from State Farm other than those produced by State Farm in discovery in this case), *aff'd*, June 20, 2008 Opinion and Order (Docs. 1211, 1212), and that information "regarding the Rigsbys income and sources of income" can be discovered from the Scruggses at their depositions. May 23, 2008 Order (Doc. 1196) at 3. Among other similar rulings, this Court previously held that "the Scruggses were receiving State Farm documents from the Rigsby sisters long before they became counsel for the McIntoshes, and Defendants are entitled to see the documents which were so provided, and to question the Scruggses about the documents as well as their relationship with the Rigsbys," May 15, 2008 Order (Doc. 1194) at 5, and that "the Defendants can certainly question the Scruggses about whether, and when, they might have had possession and/or control of [the McIntosh engineering report and sticky note on the October 12, 2005, report]." *Id.* at 9. *See also* Dec.

11, 2007 Order (Doc. 911) at 4 (“The Court is of the opinion that Defendants should be allowed to pursue this information from the Scruggses”), *aff’d in relevant part, vacated in part*, Jan. 9, 2008 Order (Doc. 988) at 2-3. The Court has also held that the Scruggses must produce “all documents concerning communications between the Scruggses and Brian Ford,” *i.e.*, the engineer who prepared the initial engineering report on the McIntosh property, thereby waiving as a matter of law whatever remnant of a privilege might have otherwise even arguably applied to such communications. May 15, 2008 Order (Doc. 1194) at 5; *cf.* Nov. 16, 2007 Order (Doc. 876) at 2 (“the parties shall be allowed to fully question the Fords regarding” such matters). Yet, objections were interposed, and Mr. Scruggs refused to answer *any* such questions.

6. Against this background, and by way of example only, ostensibly on Fifth Amendment grounds, Mr. Scruggs indiscriminately and across-the-board refused to answer questions, even those asking for the most basic non-privileged information ranging from his date of birth, Ex. 1 at 8:10-15; to his home address, *id.* at 8:16-20; to whether he graduated from the University of Mississippi law school, *id.* at 9:11-17. Going forward from that inauspicious start, the deposition was frustrated in its entirety through one long and unbroken Fifth Amendment stonewall. *See id., passim.*

7. As if that contumacious position were not sufficiently unfounded, as set forth in the attached transcript incorporated herein, time and again, counsel for Mr. Scruggs *as well as* counsel for Plaintiffs, raised spurious objections based on attorney work product or attorney client privilege to seemingly countless questions, including those relating to the original October 12, 2005 engineer report, *id.* at, *e.g.*, 22:15-19, 27:10-18, 29:24-30:11, 63:3-64:1, 101:21-104:7, 149:15-24, 151:11-153:7; those relating to various aspects of the relationship with the Rigsbys, including their hiring, payments, laptop and desktop computers, cell phones, meetings where third-persons (such as, for example, the Rigsbys’ mother or step-father) were present, *id.* at, *e.g.*, 23:12-21, 34:12-35:9, 37:16-23, 38:5-12, 80:19-81:10, 81:24-82:5, 83:23-84:17, 88:11-90:14, 92:13-93:18, 95:19-96:3, 105:18-106:15, 128:6-129:6, 129:23-

134:3, 190:4-191:21; those relating to whether Mr. Scruggs attended meetings with certain third-parties, *id.* at, *e.g.*, 66:23-67:10, 67:22-68:5; those relating to Mr. Scruggs' fees from on-going Katrina litigation, *id.* at, *e.g.*, 127:10-15, 141:5-12; those relating to documents that Mr. Scruggs produced in response to this Court's Order, *id.* at, *e.g.*, 159:7-17; those relating to Brian Ford, the author of the October 12 report, *id.* at, *e.g.*, 161:9-165:22, 169:17-171:10, 172:5-13, 173:13-174:10; and those relating to contacts with the media, including the dissemination of sealed pleadings and evidentiary disclosures in the Rigbys' *qui tam* litigation (the McIntosh claim being one of the two specifically identified allegedly fraudulent flood claims) to various news agencies up to a year before the statutory seal was lifted by this Court, *id.* at, *e.g.*, 144:44-145:13, 146:16-22, 154:18-23, 159:7-17, 172:18-173:2, 179:8-180:21. And the list goes on and on. Such assertions of privilege not only ignore and do violence to the prior rulings of this Court, but they also make a mockery of the deposition process.

8. Mr. Scruggs should be compelled to answer every question asked of him at his deposition, all of which refused to answer (except for his name). He should also be required to answer follow-up questions reasonably related to those same questions and answers. Since Mr. Scruggs is set to report for incarceration in a federal penitentiary as of August 4, 2008, Mr. Scruggs should be ordered to re-appear for his deposition on a date to be determined but in no event later than August 1, 2008, and seven hours should be re-allotted for deposition.

9. Attempting to schedule and take Mr. Scruggs' deposition after he is incarcerated will be very difficult due to the complications, demands, and restrictions imposed by the U.S. prison system, especially with respect to newly-incarcerated felons who are in the process of being assigned and oriented to the federal penitentiary system, and will only add needless delay to the completion of this discovery and to the ultimate resolution of this matter. Thus, the time to take and complete this discovery is before Mr. Scruggs is remanded to prison. Hence, the emergent nature of this motion.

10. The problems with Mr. Scruggs' responses did not end there. Indeed, they extend to the documents that this Court previously ordered produced. This Court's May 13, 2008 Order, and June 20, 2008 Opinion and Order (Docs. 1194, 1211, 1212), expressly and repeatedly found that the Scruggses had failed to establish a privilege for any document. For example:

- “The magistrate judge found ... that the Scruggses ‘blanket assertions of privilege’ was insufficient to insulate these documents from discovery or to insulate the Scruggses from giving testimony concerning the documents and their contact with the Rigsby sisters. Accordingly, the magistrate judge denied the plaintiffs’ motion [1051] to quash the deposition subpoenas or for a protective order. I see no error or abuse of discretion in this portion of the magistrate judge’s ruling, and the Scruggses’ objection to this portion of the ruling is overruled.” Doc. 1211 at 1.
- “The magistrate judge also denied the Rigsby sisters’ motion [1072] to quash a subpoena calling for the production of the State Farm documents they provided to the Scruggses. The magistrate judge found that these documents were not subject to the broad and unspecific attorney-client privilege the Rigsby sisters asserted. I see no error or abuse of discretion in this portion of the magistrate judge’s ruling, and the Scruggses’ objection to this portion of the ruling is overruled.” *Id.*
- “The Scruggses contend that their being ordered to testify and to produce the documents covered by the magistrate judge’s order will conflict with various privileges. The assertion of any evidentiary privilege, whether it is attorney-client privilege, work product privilege, or the privilege against self-incrimination, must be made on a question-by-question basis. I agree with the magistrate judge’s determination that the claims of privilege asserted as to the documents in question have not been made sufficiently specific nor supported by substantial evidence.” *Id.* at 2.

In *no* instance did this Court uphold the assertion of any privilege with respect to any document sought by State Farm and ordered by this Court to be produced. *See* Docs. 1194, 1211, 1212. Nonetheless, Mr. Scruggs has refused to certify that no documents were withheld from the Scruggses’ document production because of privilege or otherwise. *See, e.g.*, Ex. 1 at 17:14-19:5; 180:25-186:19.

11. Taking a troubling turn, Mr. Scruggs’ counsel (as well as counsel for Plaintiffs) went so far as to assert that the mere fact that a document was “wholly within the Scruggs Law Firm” it was “*inadvertently*” produced. *Id.* at 175:19-176:7. That document, dated August 14, 2006, concerns media contacts in the days leading up to the August 25, 2006 ABC News 20/20 broadcast (Joe Rhee of ABC

News is the first media contact listed), and is responsive to Requests No. 5 and 11. *See* May 15, 2008 Order (Doc. 1194) at 9-10. Of course, no such artificial limitations were placed on the scope of the documents ordered by this Court to be produced. Thus, the assertion that the document was “inadvertently” produced because it was “wholly within the Scruggs Law Firm” raises the nettlesome question of what other documents that are responsive to this Court’s Orders may have been withheld under the guise of being internal to the Scruggs Law Firm or otherwise.

12. Mr. Scruggs and his counsel should be required to certify under oath that the documents they have produced comply – fully, completely, and without exception or reservation – with the terms of this Court’s Orders and that no documents have been withheld on any ground, including, without limitation, those of ostensible privilege or those being internal to the Scruggs Law Firm.

13. For all the reasons described above, State Farm also seeks its reasonable expenses and attorneys fees incurred in connection with Mr. Scruggs’ July 22, 2008 deposition and this motion due to Mr. Scruggs’ failure to comply with the terms of this Court’s prior rulings and for the spurious and uniform refusal to answer virtually every question asked of him at his deposition.

WHEREFORE, for the foregoing reasons, State Farm respectfully requests that this Court grant the within motion in all respects.

Dated: July 29, 2008

Respectfully submitted,

/s/ John A. Banahan

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CERTIFICATE OF SERVICE

I, **JOHN A. BANAHAH**, one of the attorneys for the Defendant, **STATE FARM FIRE & CASUALTY COMPANY**, do hereby certify that I have on this date electronically filed the foregoing document with the Clerk of Court using the ECF system which sent notification of such filing to all counsel of record:

DATED, this the 29th day of July, 2008.

/s/ John A. Banahan
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1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF MISSISSIPPI
3 SOUTHERN DIVISION
4

5 THOMAS C. and PAMELA McINTOSH,
6 Plaintiffs,
7

8 VERSUS NO. 1:06-cv-1080-LTS-RHW
9

10 STATE FARM FIRE & CASUALTY COMPANY,
11 FORENSIC ANALYSIS & ENGINEERING CORPORATION
12 and E.A. RENFROE & COMPANY, INC.,
13 Defendants.
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18 VIDEOTAPED DEPOSITION OF RICHARD F. SCRUGGS
19

20 Taken at the Scruggs Law Firm, 120A
21 Courthouse Square, Oxford, Mississippi,
22 on Tuesday, July 22, 2008, beginning
23 at 9:45 a.m.
24

25 JOB NO. 14754

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 22 JEFF CONNER - VIDEOGRAPHER
 23 Merrill Legal Solutions
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STIPULATION

It is hereby stipulated and agreed by and between the parties hereto, through their respective attorneys of record, that this deposition may be taken at the time and place hereinbefore set forth, by Monica Schroeder, Court Reporter and Notary Public, pursuant to the Federal Rules of Civil Procedure, as amended;

That the formality of READING AND SIGNING is specifically NOT WAIVED;

That all objections, except as to the form of the questions and the responsiveness of the answers, are reserved until such time as this deposition, or any part thereof, may be used or is sought to be used in evidence.

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RICHARD F. SCRUGGS

having been first duly sworn, was examined and testified as follows:

EXAMINATION

BY MR. ROBIE:

Q. Would you please state your full name and spell your last name for me.

A. Richard Furlow Scruggs,
S-c-r-u-g-g-s.

Q. And your date of birth, Mr. Scruggs?

A. Based on the advice and instruction of my counsel, I respectfully decline to answer based on my privilege against self-incrimination under the Fifth Amendment and the Mississippi Constitution.

Q. Please give me your home address.

A. Same response, sir.

Q. Are you invoking the Fifth Amendment?

A. Yes, I am.

Q. We had a shorthand --

MR. DOOLEY:

Dick, I would prefer if you read the response in response to the question. I think that's what Jim is going to ask, and

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that -- why don't we start with just using the full response.

A. All right. Then my response to your last question, Mr. Robie, about my birth date, was based on the advice and instruction of my counsel, I respectfully decline to answer based upon my privilege against self-incrimination under the Fifth Amendment and the Mississippi Constitution.

MR. ROBIE:

Q. Are you a graduate of the University of Mississippi Law School?

A. Based on the advice and instruction of my counsel, I respectfully decline to answer based upon my privilege against self-incrimination under the Fifth Amendment and the Mississippi Constitution.

Q. Have you, at some time in your life, been admitted to practice law in the State of Mississippi?

A. Based on the advice and instruction of my counsel, I respectfully decline to answer based upon my privilege against self-incrimination under the Fifth Amendment and the Mississippi Constitution.

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1 Q. Have you previously given a
2 deposition in a civil matter?
3 A. Based on the advice and instruction
4 of my counsel, I respectfully decline to
5 answer based upon my privilege against
6 self-incrimination under the Fifth Amendment
7 and the Mississippi Constitution.
8 Q. The questions I'm asking you and the
9 answers you will give me must be in verbal
10 form. The court reporter, across the table
11 from me, will have to take down everything
12 we say, and unless you speak out loud and
13 give me a verbal response, we get a garbled
14 record. Will you please wait until I
15 complete my question before you answer and
16 give me an audible response as appropriate?
17 A. Based on the advice and instruction
18 of my counsel, I respectfully decline to
19 answer based upon my privilege against
20 self-incrimination under the Fifth Amendment
21 and the Mississippi Constitution.
22 Q. If you don't understand one of my
23 questions, would you please stop me and tell
24 me you don't understand, and I'll do my best
25 to rephrase it?

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1 A. Based on the advice and instruction
2 of my counsel, I respectfully decline to
3 answer based upon my privilege against
4 self-incrimination under the Fifth Amendment
5 and the Mississippi Constitution.
6 MR. ROBIE:
7 Mr. Mallette, yesterday we had a
8 discussion about the necessity of creating a
9 record on the basis of the assertion of the
10 Fifth Amendment. I'm not interested at all
11 in belaboring this. I'm not interested in
12 asking him, if in every instance, why he's
13 taking the Fifth Amendment, if, in fact, his
14 answer to each question will be the
15 reassertion of that privilege, as we
16 discussed yesterday.
17 If it's acceptable to you, I won't
18 try to lay such a foundation with the
19 understanding that if I inquire as to the
20 basis for the assertion of the Fifth
21 amendment, all I would receive, again, is an
22 assertion of the Fifth Amendment.
23 MR. DOOLEY:
24 This is Brook. That's correct. If
25 you ask that question, you are going to get

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1 the Fifth Amendment response.
2 MR. ROBIE:
3 So there's no need for me to go
4 through that exercise?
5 MR. DOOLEY:
6 No.
7 MR. ROBIE:
8 Also, we did develop yesterday a
9 shorthand technique for the assertion of the
10 privilege. I see Mr. Scruggs, again, is
11 reading from a prepared little piece of
12 paper which I would ask to be copied and
13 marked as Exhibit 1 to this deposition. I
14 would stipulate that if he responded to my
15 questions by saying, I invoke my Fifth
16 Amendment privilege, we can shorten this
17 proceeding by using that as --
18 MR. DOOLEY:
19 That's fine. This is Brook Dooley,
20 for the record. I don't think there's any
21 reason to add -- to make that piece of paper
22 an exhibit. I don't see why we would need
23 to do that. But I do agree that we can --
24 that, Dick, you can say, I assert -- or
25 maybe we can call agree that the answer, "I

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1 assert my Fifth Amendment rights in response
2 to that question" is fine.
3 MR. MALLETTTE:
4 Which is what we did yesterday.
5 MR. ROBIE:
6 Fine. But I will mark the piece of
7 paper, and copy it and make it Exhibit 1.
8 MR. DOOLEY:
9 Why are you doing that, Jim? I
10 don't see any need to do that.
11 MR. ROBIE:
12 Because I want to. It's no more
13 complicated than that.
14 (Exhibit 1 was marked.)
15 MR. ROBIE:
16 Q. Mr. Scruggs, isn't it true that you
17 are a convicted felon?
18 A. I assert my Fifth Amendment
19 privilege.
20 Q. Isn't it true that you've pled
21 guilty to conspiracy to corruptly influence
22 a state circuit judge?
23 MR. MALLETTTE:
24 Object to the form.
25 A. I respectfully decline to answer

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1 based on my Fifth Amendment privilege.
2 MR. ROBIE:
3 Q. Isn't it true that you have been
4 sentenced for five years in federal prison
5 for conspiracy to corruptly influence a
6 state circuit judge?
7 MR. MALLETTTE:
8 Object to the form.
9 A. I decline to answer based on my
10 Fifth Amendment privilege.
11 MR. ROBIE:
12 Q. Isn't it true that you are to report
13 to federal prison on August 4th, 2008, to
14 begin the service of your sentence?
15 A. I again assert my Fifth Amendment
16 privilege.
17 Q. Isn't it true that you have been
18 disbarred based on your conviction for
19 conspiracy to corruptly influence a state
20 court circuit judge?
21 MR. MALLETTTE:
22 Object to the form.
23 A. I decline to answer based on my
24 Fifth Amendment privilege.
25 MR. ROBIE:

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1 Q. Are you presently under the
2 influence of any medication or other
3 substance which would prevent you from
4 testifying accurately and truthfully here
5 today?
6 A. Again, I decline, based on the
7 privilege against self-incrimination under
8 the Fifth Amendment.
9 Q. Is there any medical reason why your
10 memory would be impaired and would prevent
11 you from testifying accurately here today?
12 A. I decline to answer based on my
13 Fifth Amendment privilege.
14 Q. Are you currently suffering from any
15 substance or chemical abuse?
16 MR. MALLETTTE:
17 I object to the form of the question
18 and object it seeks to invade any
19 confidential matters.
20 MR. ROBIE:
21 Q. Did you meet with your counsel in
22 preparation for this deposition?
23 A. I decline to answer based on my
24 Fifth Amendment privilege.
25 Q. Have you read any materials to

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1 prepare for this deposition?
2 A. I decline to answer based on my
3 privilege against self-incrimination under
4 the Fifth Amendment.
5 Q. Did you review any documents which
6 refreshed your recollection in preparation
7 for this deposition?
8 A. I assert my Fifth Amendment
9 privilege.
10 MR. ROBIE:
11 Let me show you the subpoena and
12 second re-notice of this deposition, which
13 we'll mark as Exhibit 2.
14 (Exhibit 2 was marked.)
15 MR. MALLETTTE:
16 And we'll make, for the record, the
17 same objection that we made yesterday, that
18 we sent correspondence to Mr. Mullen noting
19 our objection to the document request
20 portion of that subpoena.
21 MR. ROBIE:
22 Q. Have you seen this re-notice of your
23 deposition, Mr. Scruggs?
24 A. I decline to answer, sir,
25 respectfully, based on my Fifth Amendment

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1 privilege.
2 Q. Have you brought any documents with
3 you here today?
4 A. I decline to answer based upon my
5 Fifth Amendment privilege.
6 Q. We received several boxes of
7 documents last week in response to a
8 court-ordered document production. What
9 involvement, if any, did you have in
10 gathering those documents and making that
11 response?
12 A. I decline, sir, based upon my rights
13 under the Fifth Amendment.
14 Q. Did you, in fact, provide us with
15 all copies of the material responsive to
16 that document request?
17 A. I again decline, respectfully, based
18 upon my rights under the Fifth Amendment.
19 Q. Did you withhold any materials that
20 were responsive to that request?
21 A. Again, I respectfully decline based
22 upon the privilege and rights under the
23 Fifth Amendment.
24 Q. Have you prepared any privilege log
25 or list of documents which you believe may

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1 be subject to a claim of privilege?
2 MR. MALLETTTE:
3 I object again to the form of the
4 question. The court has ruled that there
5 was no obligation to prepare privilege logs
6 by non-parties in the case. But you can
7 answer.
8 A. I decline to answer, sir,
9 respectfully, based on my privilege against
10 self-incrimination under the Fifth
11 Amendment.
12 MR. ROBIE:
13 Q. Isn't it a fact that there are
14 substantial numbers of documents responsive
15 to that request that have not been produced
16 to the parties?
17 MR. MALLETTTE:
18 Object to the form.
19 MS. NICHOLSON:
20 Join.
21 A. I respectfully decline, again, based
22 upon my rights under the Fifth Amendment.
23 MR. ROBIE:
24 Q. Isn't it a fact, Mr. Scruggs, that a
25 significant number of documents responsive

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1 to that document production order have not
2 been submitted to the parties or produced in
3 this case?
4 A. I decline based upon my rights and
5 privileges under the Fifth Amendment.
6 MR. ROBIE:
7 Let me show you a document which
8 we'll mark as Exhibit 3. It bears your
9 production number, Scruggs document number
10 SMPD1-000307.
11 (Exhibit 3 was marked.)
12 MR. MALLETTTE:
13 For the record, when you say your
14 document number, it's not our document
15 number. It's a document numbered by State
16 Farm or someone else.
17 MR. ROBIE:
18 That's correct. It's the number
19 we've assigned to it based on your document
20 production.
21 A. I decline to answer, sir,
22 respectfully based upon my privilege under
23 the Fifth Amendment.
24 Q. Have you ever seen this document
25 before?

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1 A. I decline to answer, respectfully,
2 based on my privilege under the Fifth
3 Amendment.
4 Q. Can you tell us, Mr. Scruggs, why
5 you have not produced the original of this
6 document?
7 MR. MALLETTTE:
8 Object to the form.
9 MS. NICHOLSON:
10 Join.
11 A. I decline, respectfully, based upon
12 my privilege under the Fifth Amendment.
13 MR. ROBIE:
14 Q. Can you tell me, sir, how many times
15 you have produced this -- a copy of this
16 document since it first came into your
17 possession?
18 A. I respectfully decline to answer
19 that based upon my privilege against
20 self-incrimination and under the Fifth
21 Amendment.
22 Q. Would you describe for me what the
23 handwriting on Page 1 of this document is
24 placed upon; namely, is it a sticky note, is
25 it a piece of paper, is it a piece of cloth?

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1 What is that?
2 MR. MALLETTTE:
3 Object to the form.
4 MS. NICHOLSON:
5 Join.
6 A. I respectfully decline, based on my
7 assertion of the Fifth Amendment.
8 MR. ROBIE:
9 Q. Isn't it a fact, Mr. Scruggs, that
10 you have the original of this document and
11 that the handwriting on the first page is
12 put on a yellow sticky note?
13 MR. MALLETTTE:
14 Object to the form.
15 MS. NICHOLSON:
16 Join.
17 A. I respectfully decline based upon my
18 privileges under the Fifth Amendment.
19 MR. ROBIE:
20 Q. That question may have been
21 compound. Let me see if I can break it
22 down. Isn't it a fact that you have the
23 original version of this October 12 Forensic
24 Analysis and Engineering report?
25 A. I decline to answer based on my

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1 assertion of the Fifth Amendment privileges.
2 Q. Isn't it a fact that you have the
3 original handwritten note on -- placed on a
4 piece of yellow sticky paper that appeared
5 on this October 12, 2005 report when it was
6 presented to you?
7 MR. MALLETTTE:
8 Object to the form.
9 MS. NICHOLSON:
10 Join.
11 A. I decline to answer, respectfully,
12 based on my privileges under the Fifth
13 Amendment.
14 MR. ROBIE:
15 Q. Isn't it a fact that Kerri or Cori
16 Rigsby stole this document from State Farm
17 and delivered it to you?
18 MR. MALLETTTE:
19 I object on attorney/client
20 privilege and Work Product Doctrine grounds.
21 MS. NICHOLSON:
22 Join.
23 A. I respectfully decline based on my
24 privilege under the Fifth Amendment.
25 MR. ROBIE:

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1 Q. When is the first time that you met
2 with Pat Lobrano?
3 A. I respectfully decline to answer,
4 sir, based on my privilege under the Fifth
5 Amendment.
6 Q. When is the first time that you
7 spoke to Pat Lobrano after Katrina made
8 landfall?
9 A. I respectfully decline based on my
10 rights and privileges under the Fifth
11 Amendment.
12 Q. Isn't it a fact that Pat Lobrano
13 negotiated with you for the services of her
14 daughters, Kerri and Cori Rigsby, to assist
15 you in taking documents from the State Farm
16 claims operation?
17 MR. MALLETTTE:
18 Object to the form, and I object on
19 attorney/client work product grounds.
20 MS. NICHOLSON:
21 Join.
22 A. I respectfully decline to answer
23 based on my Fifth Amendment privileges.
24 MR. ROBIE:
25 Q. Did you talk to Pat Lobrano in

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1 September of '05?
2 A. I respectfully decline, based upon
3 my privilege against self-incrimination
4 under the Fifth Amendment.
5 Q. Did you talk to Pat Lobrano in
6 October of '05?
7 A. I respectfully decline based upon my
8 privilege under the Fifth Amendment.
9 Q. Did you talk to Pat Lobrano in
10 November of '05?
11 A. I respectfully decline based on my
12 Fifth Amendment privilege.
13 Q. How about in December of '06; did
14 you talk to Pat Lobrano in that month?
15 A. I respectfully decline based on my
16 Fifth Amendment privileges.
17 Q. Did you meet with Pat Lobrano or her
18 daughters in January or February of '06?
19 MR. MALLETTTE:
20 I object. It invades the
21 attorney/client privilege and Work Product
22 Doctrine.
23 MS. NICHOLSON:
24 Join.
25 A. I respectfully decline based on my

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1 Fifth Amendment privilege.
2 MR. ROBIE:
3 Q. How many times did you meet with
4 Kerri or Cori Rigsby before they retained
5 you as their attorney?
6 A. I respectfully decline based on my
7 Fifth Amendment privilege.
8 Q. How much did you promise to pay Pat
9 Lobrano in exchange for her obtaining the
10 services of the Rigsbys as a consultant for
11 the Scruggs Law Firm?
12 MR. MALLETTTE:
13 I object to the form.
14 MS. NICHOLSON:
15 Join.
16 A. I respectfully decline based on my
17 privilege under the Fifth Amendment.
18 MR. ROBIE:
19 Q. How much have you paid her for
20 arranging the consulting services of the
21 Rigsbys for the Scruggs Law Firm?
22 MR. MALLETTTE:
23 Object to the form.
24 MS. NICHOLSON:
25 Join.

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1 A. Respectfully decline based on my
2 privilege under the Fifth Amendment.
3 MR. ROBIE:
4 Q. Did you furnish any financial
5 remuneration, guarantees on loans or any
6 other compensation to Pat Lobrano or her
7 husband in exchange for her arranging the
8 consulting services of her daughters?
9 MR. MALLETTTE:
10 Object to the form.
11 A. I respectfully decline under my
12 Fifth Amendment privilege.
13 MR. ROBIE:
14 Q. Did you contribute any funds or any
15 financial backing whatsoever to the rebuild
16 of Pat Lobrano's home?
17 A. I respectfully decline based on a
18 privilege under the Fifth Amendment.
19 Q. Did you arrange for the purchase of
20 Kerri Rigsby's house for a sum approaching a
21 half million dollars?
22 A. I respectfully decline based on my
23 Fifth Amendment privilege.
24 Q. Did you provide any funding or
25 financial backing in any form for the

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1 purchase of Kerri Rigsby's home after
2 Hurricane Katrina?
3 A. I respectfully decline based on my
4 privilege under the Fifth Amendment.
5 Q. Were Pat Lobrano and/or her husband,
6 Dr. Bill Lobrano, present at the first
7 meeting you had with Kerri and Cori Rigsby?
8 A. I respectfully decline based on my
9 Fifth Amendment privilege.
10 Q. Did Kerri Rigsby or Cori Rigsby show
11 you the original Forensic Engineering
12 report, which we've marked as Exhibit 3,
13 when you first met them?
14 MR. MALLETTTE:
15 Object on attorney/client privilege
16 and Work Product Doctrine grounds.
17 MS. NICHOLSON:
18 Join.
19 A. Respectfully decline based on my
20 privilege under the Fifth Amendment.
21 MR. ROBIE:
22 Q. As of 2005, the end of December
23 2005, were you working with any State Farm
24 insiders other than the Rigsbys?
25 A. I respectfully decline based on my

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1 privilege under the Fifth Amendment.
2 Q. Isn't it a fact, Mr. Scruggs, that
3 you met with one or both of the Rigsbys in
4 December of 2005, and that they were the
5 insiders you referred to in your meeting
6 with George Dale and Lee Harrell in December
7 of '05?
8 MR. MALLETTTE:
9 I object to the form.
10 MS. NICHOLSON:
11 Join.
12 A. I respectfully decline based on my
13 privilege under the Fifth Amendment.
14 MR. MALLETTTE:
15 Jim, may I have one moment?
16 (Off the record.)
17 MR. ROBIE:
18 Q. Before we broke, Mr. Scruggs, I was
19 talking to you a little bit about Exhibit 3,
20 which is the October 12, 2005 Forensic
21 Analysis and Engineering Corporation report
22 relating to the McIntosh home. Did the
23 Rigsbys give you a copy of this document?
24 MR. MALLETTTE:
25 I object on attorney/client

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1 privilege grounds, but you can answer.
2 A. I respectfully decline to answer
3 based on my Fifth Amendment privilege.
4 MR. ROBIE:
5 Q. In fact, the Rigsbys gave you a copy
6 of this document with the original
7 handwritten or handwriting on the sticky
8 note that appears in this copy on Exhibit 3,
9 didn't they?
10 A. I respectfully decline to answer
11 based on my Fifth Amendment privilege.
12 MR. MALLETTTE:
13 And I object to the form of the
14 question.
15 MS. NICHOLSON:
16 Join.
17 MR. ROBIE:
18 Q. And, in fact, you furnished this
19 copy, which we've marked as Exhibit 3, to
20 the news media sometime in 2006, did you
21 not?
22 A. I respectfully decline to answer
23 based on my Fifth Amendment privilege.
24 Q. And you knew that the Rigsbys -- one
25 of the Rigsbys had stolen this document out

1 of the State Farm file, and based on that
2 information, you informed Attorney General
3 Hood that he could subpoena those records
4 from State Farm and the company would never
5 be able to produce them; isn't that a fact?

6 MR. MALLETTTE:

7 I object to the form. I object on
8 attorney/client privilege and Work Product
9 Doctrine grounds.

10 MS. NICHOLSON:

11 I join.

12 A. I respectfully decline to answer
13 based on my Fifth Amendment privilege.

14 MR. ROBIE:

15 Q. You did tell Attorney General Hood
16 to subpoena this document from State Farm
17 knowing that it had been removed from their
18 files and could not be produced; isn't that
19 a fact?

20 MR. MALLETTTE:

21 Object to the form.

22 MS. NICHOLSON:

23 Objection to the form. Also object
24 as exceeding the scope of this deposition.

25 A. I respectfully decline to answer

1 MR. ROBIE:

2 Q. You had a strategy to find an
3 insider to steal documents, a strategy to
4 use the legislature, a strategy to use the
5 judicial officers of Mississippi, and a
6 strategy to use the press in order to put
7 State Farm into an extremely uncomfortable
8 position and pay you money; isn't that a
9 fact?

10 MR. MALLETTTE:

11 I object to the form and I object on
12 Work Product Doctrine grounds.

13 MS. NICHOLSON:

14 We join.

15 A. I respectfully decline to answer,
16 based on my Fifth Amendment privilege.

17 MR. ROBIE:

18 Q. That is a strategy that you employ,
19 isn't it?

20 MR. MALLETTTE:

21 Object on attorney/client privilege.

22 MS. NICHOLSON:

23 Join.

24 A. Respectfully decline to answer based
25 on Fifth Amendment privilege.

1 based on my Fifth Amendment privilege.

2 MR. ROBIE:

3 Q. And, in fact, that's exactly what
4 occurred, isn't it? General Hood subpoenaed
5 the document, State Farm couldn't produce
6 it, and you were able to report to the press
7 that they were shredding or deep sixing or
8 destroying evidence that you knew they
9 didn't have; isn't that a fact?

10 MR. MALLETTTE:

11 Object to the form.

12 MS. NICHOLSON:

13 Join.

14 A. I respectfully decline to answer
15 based on my Fifth Amendment privilege.

16 MR. ROBIE:

17 Q. That was part of a program which you
18 euphemistically called the play book from
19 tobacco, wasn't it?

20 MR. MALLETTTE:

21 Object to the form.

22 MS. NICHOLSON:

23 Join.

24 A. I respectfully decline to answer
25 based on my Fifth Amendment privilege.

1 MR. ROBIE:

2 Q. Did you promise Pat Lobrano or her
3 husband any financial remuneration quote,
4 "at the end of the day," close quote?

5 A. I respectfully decline to answer
6 based on my Fifth Amendment privilege.

7 Q. When is it that you reached an
8 agreement whereby you committed to pay Kerri
9 Rigsby \$150,000 a year to be your
10 consultant?

11 A. Respectfully decline to answer based
12 on my Fifth Amendment privilege.

13 Q. When is it that you reached an
14 agreement whereby you committed to pay Cori
15 Rigsby \$150,000 a year to be your
16 consultant?

17 MR. MALLETTTE:

18 Object to the form.

19 MS. NICHOLSON:

20 Join.

21 MR. ROBIE:

22 Before we go any further, can you
23 tell me what's wrong with the form so I can
24 clean it up?

25 MR. MALLETTTE:

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1 "Your consultant."
2 MR. ROBIE:
3 All right. I'm comfortable that the
4 record is ample that that's a fair and
5 accurate statement.
6 MR. MALLETTTE:
7 Then ask your questions.
8 MR. ROBIE:
9 All right. Can you -- let me
10 restate the original question that was
11 objected to.
12 Q. When is it that you reached an
13 agreement to compensate Cori Rigsby at the
14 rate of \$150,000 a year to be your
15 consultant?
16 MR. DOOLEY:
17 This is Brook. I'm going to object
18 on work product grounds.
19 MR. MALLETTTE:
20 And I'm going to object to the form.
21 MS. NICHOLSON:
22 Join.
23 A. I respectfully decline to answer
24 based on my Fifth Amendment privilege.
25 MR. ROBIE:

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1 Q. When is it that you reached
2 agreement to compensate Kerri Rigsby at the
3 rate of \$150,000 a year to be your
4 consultant?
5 MR. MALLETTTE:
6 I object to the form, as well as
7 work product.
8 MS. NICHOLSON:
9 Join.
10 A. I respectfully decline to answer
11 based on my Fifth Amendment privilege.
12 MR. ROBIE:
13 Q. How many years was your consulting
14 agreement with Kerri and Cori Rigsby
15 expected to run at the time you entered into
16 it?
17 MR. MALLETTTE:
18 Object to the form.
19 MS. NICHOLSON:
20 Join.
21 MR. DOOLEY:
22 Object on work product.
23 A. I respectfully decline based on my
24 privilege under the Fifth Amendment.
25 MR. ROBIE:

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1 Q. Is the consulting agreement still in
2 effect?
3 MR. DOOLEY:
4 Object on work product.
5 A. I respectfully decline based on my
6 Fifth Amendment privilege, decline to answer
7 based on my Fifth Amendment privilege.
8 MR. ROBIE:
9 Q. Are you still paying them for their
10 services?
11 MR. MALLETTTE:
12 Object on work product.
13 A. I respectfully decline to answer
14 based on my Fifth Amendment privilege.
15 MR. ROBIE:
16 Q. When was the last time you or your
17 law firm paid Kerri or Cori Rigsby, pursuant
18 to the terms of that consulting agreement,
19 for work they performed for you, your firm
20 or on any of your lawsuits?
21 MR. MALLETTTE:
22 I object on work product grounds.
23 A. I respectfully decline to answer
24 based on my privilege under the Fifth
25 Amendment.

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1 MR. ROBIE:
2 Q. How much have you paid Kerri Rigsby
3 as your consultant?
4 MR. MALLETTTE:
5 Object on work product grounds.
6 A. I respectfully decline to answer
7 based on my Fifth Amendment privilege.
8 MR. ROBIE:
9 Q. How much have you paid Cori Rigsby
10 as your consultant?
11 MR. MALLETTTE:
12 Object on work product grounds.
13 A. I respectfully decline based on my
14 Fifth Amendment privilege.
15 MR. ROBIE:
16 Q. Did you pay them the full \$150,000
17 for the first 12 months following the
18 creation of this agreement?
19 MR. MALLETTTE:
20 I object on work product and object
21 to the form of the question.
22 MS. NICHOLSON:
23 Join.
24 A. I respectfully decline based on my
25 privilege under the Fifth Amendment. That

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1 is, I decline to answer, I'm sorry.
2 MR. ROBIE:
3 Let me more accurately ask the
4 question.
5 Q. Did you pay each of them the full
6 \$150,000 which was agreed to at the time the
7 agreement was entered into?
8 MR. MALLETTTE:
9 Object to the form and on work
10 product grounds.
11 MS. NICHOLSON:
12 Join.
13 A. I respectfully decline based on my
14 Fifth Amendment privilege, decline to
15 answer.
16 MR. ROBIE:
17 Q. Have you paid them \$150,000 a piece
18 for more than one year?
19 MR. MALLETTTE:
20 Object to the form of the question
21 and on work product grounds.
22 A. I respectfully decline to answer
23 based on my Fifth Amendment privilege.
24 MR. ROBIE:
25 Q. If they worked for you for two

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1 years, the agreed compensation would be
2 \$300,000 a piece. Have you paid them that
3 much money?
4 MR. MALLETTTE:
5 I object to the form of the
6 question.
7 MS. NICHOLSON:
8 Join.
9 A. I respectfully decline to answer
10 based on my Fifth Amendment privilege.
11 MR. ROBIE:
12 Q. When was the last time you paid
13 them?
14 MR. MALLETTTE:
15 Object on work product grounds.
16 A. I respectfully decline to answer
17 based on my Fifth Amendment privilege.
18 MR. ROBIE:
19 Q. In your document production that we
20 received last week, there was not a single
21 document from you, your firm or any person
22 working at your firm requesting that the
23 Rigsbys do anything. Do you have such a
24 document?
25 A. I respectfully decline to answer

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1 based on my Fifth Amendment privilege.
2 Q. In the document production we
3 received last week, there was not a single
4 document from you, your firm or any person
5 working at your firm that received any work
6 product from the Rigsbys. Did they, in
7 fact, present you with any written work
8 product?
9 MR. MALLETTTE:
10 I object on work product grounds.
11 MS. NICHOLSON:
12 And object to the form.
13 A. I respectfully decline to answer
14 based on my Fifth Amendment privilege.
15 MR. ROBIE:
16 Q. There's not a single document in the
17 material that was produced to us last week,
18 pursuant to court order, which purported to
19 be a financial record relating to the
20 Rigsbys. Do you have financial records
21 relating to your consulting agreement with
22 the Rigsbys?
23 MR. MALLETTTE:
24 I object to the form of the
25 question.

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1 A. I respectfully decline to answer
2 based on my Fifth Amendment privilege.
3 MR. ROBIE:
4 Q. Did they submit expense vouchers or
5 expense materials to you?
6 MR. DOOLEY:
7 Objection on work product.
8 A. I respectfully decline to answer
9 based on my Fifth Amendment privilege.
10 MR. ROBIE:
11 Q. Kerri Rigsby testified at the last
12 session of her deposition in the McIntosh
13 case that you reimbursed her for travel
14 expenses for a trip to Washington, D.C.,
15 based on documents she submitted to Charlene
16 Bosarge of your office. Was she lying when
17 she gave that testimony?
18 MR. DOOLEY:
19 Objection, work product.
20 MR. MALLETTTE:
21 And attorney/client privilege.
22 MS. NICHOLSON:
23 And object to the form.
24 A. I respectfully decline to answer
25 based on my Fifth Amendment privilege.

1 MR. ROBIE:
 2 Q. She further testified that she
 3 didn't keep copies of the materials for
 4 which she was reimbursed, the expense
 5 materials for which she was reimbursed
 6 because she gave the only copy to your firm.
 7 Was she lying when she gave that testimony?
 8 MR. MALLETTTE:
 9 Object on work product.
 10 MR. DOOLEY:
 11 Objection, work product.
 12 MR. MALLETTTE:
 13 And attorney/client privilege.
 14 MS. NICHOLSON:
 15 And object to the form.
 16 A. I respectfully decline to answer
 17 based on my Fifth Amendment privilege.
 18 MR. ROBIE:
 19 Q. Does your firm still have those
 20 expense items for which Kerri Rigsby claims
 21 to have been reimbursed?
 22 MR. MALLETTTE:
 23 Object on work product.
 24 A. I respectfully decline to answer
 25 based on my Fifth Amendment privilege.

1 MR. ROBIE:
 2 Q. Cori Rigsby also testified that she
 3 was reimbursed for expenses and that she
 4 submitted materials to obtain those
 5 payments. Was she lying when she gave that
 6 testimony?
 7 MR. MALLETTTE:
 8 Object on work product.
 9 MS. NICHOLSON:
 10 Object to the form.
 11 A. I respectfully decline to answer
 12 based on my privilege under the Fifth
 13 Amendment.
 14 MR. ROBIE:
 15 Q. Has your firm destroyed those
 16 materials?
 17 A. I respectfully decline to answer
 18 based on my privilege under the Fifth
 19 Amendment.
 20 Q. Did you make any effort, whatsoever,
 21 to see to it that those materials were
 22 produced in response to this court-ordered
 23 set of documents?
 24 MR. MALLETTTE:
 25 Object to the form.

1 MS. NICHOLSON:
 2 Join.
 3 A. I respectfully decline to answer
 4 based on my Fifth Amendment privilege.
 5 MR. ROBIE:
 6 Q. Did anybody check with Charlene
 7 Bosarge or any financial person at the
 8 Scruggs law firm to see whether or not they
 9 had submitted financial documents relating
 10 to the Rigsbys that were responsive to this
 11 court-ordered document production?
 12 MR. MALLETTTE:
 13 Object to the form.
 14 MS. NICHOLSON:
 15 Join.
 16 A. I respectfully decline to answer
 17 based on my Fifth Amendment privilege.
 18 MR. ROBIE:
 19 Q. Did the Scruggs Law Firm withhold
 20 social security or any other payroll
 21 withholdings when they paid the Rigsbys
 22 pursuant to this consulting agreement?
 23 A. I respectfully decline to answer,
 24 based on my Fifth Amendment privilege.
 25 Q. Were the Rigsbys treated as

1 employees of the Scruggs Law Firm or were
 2 they treated as independent consultants?
 3 MR. MALLETTTE:
 4 I object to the form and to the
 5 extent it asks the witness to make a legal
 6 conclusion.
 7 MS. NICHOLSON:
 8 Join.
 9 A. I respectfully decline to answer
 10 based on my Fifth Amendment privilege.
 11 MR. ROBIE:
 12 Q. Did the Scruggs Law Firm furnish the
 13 Rigsbys with a 1099 on an annual basis?
 14 A. I respectfully decline to answer
 15 based on my Fifth Amendment privilege.
 16 Q. Has the Scruggs Law Firm ever given
 17 the Rigsbys a 1099?
 18 A. I respectfully decline to answer
 19 based on my Fifth Amendment privilege.
 20 Q. Has the Scruggs Law Firm ever given
 21 the Rigsbys a W-2?
 22 A. I respectfully decline to answer
 23 based on my Fifth Amendment privilege.
 24 Q. Have you given the Rigsbys any
 25 documents which purport to specify taxable

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1 benefits paid to them?
2 A. I respectfully decline to answer
3 based on my Fifth Amendment privilege.
4 Q. Who retained the Battle, Fleenor
5 firm to perform criminal defense services
6 for the Rigsbys?
7 MR. MALLETTTE:
8 I object on attorney/client
9 privilege and Work Product Doctrine grounds.
10 A. I respectfully decline to answer
11 based upon my Fifth Amendment privilege.
12 MR. ROBIE:
13 Q. Kerri and Cori Rigsby have both
14 testified that you hired Greg Hawley to
15 serve as their criminal lawyer. Were they
16 testifying truthfully when they made those
17 statements?
18 MR. MALLETTTE:
19 Object to the form.
20 MS. NICHOLSON:
21 Join.
22 A. I respectfully decline to answer
23 based on my Fifth Amendment privilege.
24 MR. ROBIE:
25 Q. Did you hire Greg Hawley to serve as

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1 Kerri and Cori Rigsby's criminal lawyer?
2 MR. MALLETTTE:
3 Object to the form.
4 A. I respectfully decline to answer
5 based on my Fifth Amendment privilege.
6 MR. ROBIE:
7 Q. Kerri and Cori Rigsby have testified
8 that you agreed to bear all expenses for
9 their criminal defense in the Renfroe v.
10 Rigsby case. Have you, in fact, paid all of
11 their criminal defense bills for defense in
12 that case?
13 MR. MALLETTTE:
14 Object to the form.
15 MS. NICHOLSON:
16 Join.
17 A. I respectfully decline to answer
18 based on my Fifth Amendment privilege.
19 MR. ROBIE:
20 Q. Have you also agreed to pay the
21 legal fees incurred in defending the civil
22 contempt proceeding against Kerri and Cori
23 Rigsby?
24 MR. MALLETTTE:
25 I object to the form and I object as

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1 beyond the scope of the deposition.
2 A. I respectfully decline to answer
3 based on my Fifth Amendment privilege.
4 MR. ROBIE:
5 Q. Kerri and Cori Rigsby have both
6 testified that they expected you, pursuant
7 to your agreement, to protect them from any
8 criminal or civil liability. In fact, you
9 agreed to do that, didn't you?
10 MR. MALLETTTE:
11 Object to the form.
12 MS. NICHOLSON:
13 Join.
14 MR. MALLETTTE:
15 And I also object on attorney/client
16 privilege and work product grounds.
17 A. I respectfully decline to answer
18 based on my Fifth Amendment privilege.
19 MR. ROBIE:
20 Q. Have you previously testified that
21 you agreed to defend and indemnify the
22 Rigsbys in the Renfroe proceeding?
23 A. I respectfully decline to answer
24 based on my Fifth Amendment privilege.
25 Q. In fact, you have agreed to defend

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1 and indemnify the Rigsbys in any proceeding
2 against them arising out of their work as
3 your consultant in Katrina litigation; isn't
4 that a fact?
5 MR. MALLETTTE:
6 I object to the form on
7 attorney/client privilege and work product
8 grounds and beyond the scope of this
9 deposition.
10 A. I respectfully decline to answer
11 based on my Fifth Amendment privilege.
12 MR. ROBIE:
13 Q. How much have you paid to Battle,
14 Fleenor, for their services on behalf of the
15 Rigsbys?
16 MR. MALLETTTE:
17 Object to the form.
18 A. I respectfully decline to answer
19 based on my Fifth Amendment privileges.
20 Q. How much have you paid to Greg
21 Hawley for services rendered on behalf of
22 the Rigsbys?
23 MR. MALLETTTE:
24 Object to the form.
25 A. I respectfully decline to answer

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1 based on my Fifth Amendment privilege.
2 MR. ROBIE:
3 Q. How much have you paid to the
4 Zuckerman, Spaeder firm for services
5 rendered to the Rigsbys?
6 MR. MALLETTTE:
7 I object to the form.
8 A. I respectfully decline to answer
9 based on my Fifth Amendment privilege.
10 MR. ROBIE:
11 Q. The litigation that you filed
12 against Zuckerman, Spaeder over billings for
13 services rendered to the Rigsbys drew an
14 answer, defense and counterclaim from the
15 Zuckerman, Spaeder firm; isn't that a fact?
16 MR. MALLETTTE:
17 I object to the form and I object as
18 beyond the scope of this deposition.
19 MS. NICHOLSON:
20 Join.
21 MR. MALLETTTE:
22 In fact, the -- I believe that was
23 filed after any of the orders or the
24 subpoena in this case.
25 MR. ROBIE:

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1 Q. May I have your answer, please?
2 A. I respectfully decline to answer
3 based on my privileges under the Fifth
4 Amendment.
5 MR. ROBIE:
6 Included in that answer, defense and
7 counterclaim, which was filed on July 15th,
8 2008, were copies of two checks, which we'll
9 mark collectively as Exhibit 4 to this
10 deposition.
11 (Exhibit 4 was marked.)
12 A. Sir, would you repeat that question?
13 MR. ROBIE:
14 Q. Included in the answer, defense and
15 counterclaim filed by the Zuckerman Spaeder
16 firm were copies of two checks, which we
17 will mark collectively as Exhibit 4 to this
18 deposition.
19 MR. MALLETTTE:
20 And I would like to enter a
21 continuing objection to any questions about
22 a subsequently filed lawsuit. It's not the
23 subject of the document request, nor the
24 court's orders.
25 MS. NICHOLSON:

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1 Join.
2 MR. MALLETTTE:
3 As well as any exhibits entered
4 related to that case.
5 A. I respectfully decline to answer
6 based on my privilege under the Fifth
7 Amendment.
8 MR. ROBIE:
9 Q. Well, I hadn't put a question to
10 you, but I'm happy to do so. Would you look
11 at Exhibit 4, please, and tell me that, in
12 fact, these are checks which your firm paid
13 to Zuckerman Spaeder in 2007 for defense of
14 the Rigsbys?
15 MR. MALLETTTE:
16 Object to the form. Object to the
17 question as beyond the bounds of this
18 deposition.
19 A. I respectfully decline to answer
20 based on my Fifth Amendment privilege.
21 MR. ROBIE:
22 Q. Is Tim Cantrell an employee of the
23 Scruggs Law Firm?
24 A. I respectfully decline to answer
25 based on my Fifth Amendment privilege.

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1 Q. Or is Mr. Cantrell an outside
2 accountant that works for the Scruggs Law
3 Firm?
4 A. I respectfully decline to answer
5 based on my Fifth Amendment privilege.
6 Q. The first of these checks is dated
7 October 4, 2007, in the amount of
8 \$68,890.54. Do you see that?
9 A. I respectfully --
10 MR. MALLETTTE:
11 I object to the form of the question
12 and beyond the scope of this deposition.
13 A. I respectfully decline to answer
14 based on my Fifth Amendment privilege.
15 MR. ROBIE:
16 Q. The second check, which is dated
17 November 8, 2007, is in the amount of
18 \$234,286.35, correct?
19 MR. MALLETTTE:
20 Object to the form. Object as
21 beyond the scope of this deposition.
22 A. I respectfully decline to answer
23 based on my Fifth Amendment privilege.
24 MR. ROBIE:
25 Q. You did not produce either one of

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1 these checks in response to our Request for
2 Production of documents showing compensation
3 or records evidencing payment to the
4 Rigsbys, did you?
5 MR. MALLETTTE:
6 Object to the form.
7 A. I respectfully decline to answer
8 based on my Fifth Amendment privilege.
9 MR. ROBIE:
10 Q. The first check, which is dated
11 October 4, 2007, references Invoice Number
12 255870. You did not produce that invoice in
13 response to our document request, did you?
14 MR. MALLETTTE:
15 Object to the form.
16 A. I respectfully decline to answer
17 based on my Fifth Amendment privileges.
18 MR. ROBIE:
19 Q. Do you still have that invoice?
20 A. I respect fully decline to answer
21 based on my Fifth Amendment privilege.
22 Q. Did you give the invoice to Tim
23 Cantrell?
24 A. I respectfully decline to answer
25 based on my Fifth Amendment privilege.

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1 Q. Is that invoice somewhere here in
2 this office today?
3 A. I respectfully decline to answer
4 based on my Fifth Amendment privilege.
5 Q. The second check, the \$234,000
6 check, which was written November 8th, 2007,
7 references Invoice Number 256293. You
8 didn't produce that invoice in response to
9 the court-ordered document production,
10 either, did you?
11 MR. MALLETTTE:
12 Object to the form.
13 A. I respectfully decline to answer
14 based on my Fifth Amendment privilege.
15 MR. ROBIE:
16 Q. Do you still have that invoice?
17 A. I respectfully decline to answer
18 based on my Fifth Amendment privilege.
19 Q. Is that invoice present here in this
20 office today?
21 A. I respectfully decline to answer,
22 based on my Fifth Amendment privilege.
23 Q. The combined total of these checks,
24 by my math, is about \$303,976.89. Have you
25 submitted a W-2 or 1099 to the Rigsbys

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1 reflecting payment of almost \$304,000 of
2 legal fees on their behalf?
3 MR. MALLETTTE:
4 Object on Work Product Doctrine
5 grounds.
6 A. I respectfully decline to answer
7 based on my Fifth Amendment privilege.
8 MR. ROBIE:
9 Q. Have you reached an agreement with
10 the Rigsbys whereby you will cover their tax
11 liability for income taxes for this \$304,000
12 payment?
13 MR. MALLETTTE:
14 Object on work product grounds.
15 A. I respectfully decline to answer
16 based on my Fifth Amendment privilege.
17 MR. ROBIE:
18 Q. Is part of the compensation package
19 for their consulting agreement an agreement
20 that you will pay their tax liabilities,
21 income tax liabilities for all benefits paid
22 to them by you or your firm?
23 MR. MALLETTTE:
24 Object on work product grounds.
25 A. I respectfully decline to answer

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1 based on my privilege under the Fifth
2 Amendment.
3 MR. ROBIE:
4 Q. The Scruggs firm filed a declaratory
5 relief action alleging that Zuckerman
6 Spaeder contends that in excess of an
7 additional million dollars is owed to them
8 for legal work performed by the Rigsbys --
9 for the Rigsbys. Isn't that a fact?
10 MR. MALLETTTE:
11 Object to the form.
12 A. I respectfully decline to answer
13 based on my Fifth Amendment privilege.
14 MR. ROBIE:
15 Q. The complaint that the Scruggs Law
16 Firm filed is filed in federal court and is
17 deemed to be filed under penalty of perjury,
18 isn't it?
19 A. I respectfully decline to answer
20 based on my privilege under the Fifth
21 Amendment.
22 Q. Doesn't the filing of a federal
23 action waive the Fifth Amendment privilege
24 as to the contents of that action?
25 MR. MALLETTTE:

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1 I object to the form and object to
2 the extent it seeks to require a legal
3 conclusion from the witness.
4 A. I decline to answer based on my
5 Fifth Amendment privilege.
6 MR. ROBIE:
7 Q. Were you accurate in stating in your
8 federal pleading that the Zuckerman Spaeder
9 firm claims more than an additional
10 \$1 million in unpaid fees for the Rigsbys?
11 MR. MALLETTTE:
12 I object as beyond the scope of the
13 deposition. Object to the form.
14 MS. NICHOLSON:
15 Join. I join.
16 A. I respectfully decline to answer
17 based on my Fifth Amendment privilege.
18 MR. ROBIE:
19 Q. If, in fact, you or your firm is
20 required to pay those fees for the Rigsbys,
21 is it your present intent to send the
22 Rigsbys a W-2 or a 1099 showing an
23 additional \$1 million-plus in compensation
24 as a taxable item?
25 MR. MALLETTTE:

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1 I object to the form. Object as
2 beyond the scope of the deposition.
3 MS. NICHOLSON:
4 Join.
5 A. I respectfully decline to answer
6 based on my Fifth Amendment privileges.
7 MR. ROBIE:
8 Q. Is there any financial boundary to
9 the scope of compensation that you've agreed
10 to with the Rigsbys?
11 MR. MALLETTTE:
12 Object to the form.
13 MS. NICHOLSON:
14 Join.
15 A. I respectfully decline to answer
16 based on my Fifth Amendment privilege.
17 MR. ROBIE:
18 Q. Is it your understanding that you
19 will protect them from any expense or any
20 obligation, whatsoever, regardless of the
21 amount of money involved?
22 MR. MALLETTTE:
23 Object to the form. Object --
24 MR. ROBIE:
25 I have --

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1 Q. -- so long as it somehow is related
2 to the situation that they've gotten
3 themselves into with respect to you and your
4 firm?
5 MR. MALLETTTE:
6 Object to the form. Object to the
7 question as harassing.
8 MS. NICHOLSON:
9 Join.
10 A. I respectfully decline to answer
11 based on my Fifth Amendment privilege.
12 MR. ROBIE:
13 Q. Did you, in fact, deposit something
14 in the range of \$70,000 with the federal
15 court in Alabama to cover the Rigsbys'
16 sanctions in the Renfroe matter?
17 MR. MALLETTTE:
18 Object to the form.
19 A. I respectfully decline to answer
20 based on my Fifth Amendment privilege.
21 MR. ROBIE:
22 Q. Are you obligated, Mr. Scruggs,
23 under your arrangement with the Rigsbys, to
24 pay any judgment or any further sanctions or
25 fines which may be levied against them as a

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1 result of that case?
2 A. I respectfully decline to answer
3 based on my Fifth Amendment privilege.
4 Q. Is there any financial limit,
5 whatsoever, to the extent of your obligation
6 to compensate and protect the Rigsbys from
7 liabilities, fines or judgments in the
8 Renfroe matter?
9 MR. MALLETTTE:
10 Object to the form of the question.
11 MS. NICHOLSON:
12 Join.
13 A. I respectfully decline to answer
14 based on my Fifth Amendment privilege.
15 MR. ROBIE:
16 Q. The Battle, Fleenor firm continues
17 to represent the Rigsbys. Do you continue
18 to pay their bills?
19 A. I respectfully decline to answer
20 based on my Fifth Amendment privilege.
21 Q. How much have you paid that firm to
22 date for the Rigsbys?
23 A. I respectfully decline to answer
24 based on my Fifth Amendment privilege.
25 Q. The Zuckerman Spaeder firm continues

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1 to represent the Rigsbys in an appellate
2 matter currently pending in the Fourth
3 Circuit. Are you still paying the bills for
4 that work?
5 MR. MALLETTTE:
6 Object to the form.
7 A. I respectfully decline to answer
8 based on my Fifth Amendment privilege.
9 MR. ROBIE:
10 Q. Have you notified the Rigsbys that
11 you will not pay for those services?
12 MR. MALLETTTE:
13 I object to the form. I object on
14 attorney/client privilege and work product
15 grounds.
16 A. I respectfully decline to answer
17 based on my Fifth Amendment privilege.
18 MR. ROBIE:
19 Q. Did you attend a holiday party at
20 the Rigsbys' house in the year 2005?
21 A. I respectfully decline to answer
22 based on my Fifth Amendment privilege.
23 Q. Did they show you, at their home, a
24 copy of the Forensic October 12, 2005 report
25 with the original sticky note attached?

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1 A. I respectfully decline to answer
2 based on my Fifth Amendment privilege.
3 Q. Have they told you, Mr. Scruggs,
4 that they showed a copy of that October 12,
5 2005 report, with the original sticky note
6 attached, to some of their friends?
7 MR. MALLETTTE:
8 I object on attorney/client
9 privilege and work product grounds.
10 MS. NICHOLSON:
11 And I object to the form.
12 MR. ROBIE:
13 I'm sorry. I didn't hear your
14 objection.
15 MS. NICHOLSON:
16 I object to the form.
17 A. I respectfully decline to answer
18 based on my Fifth Amendment privilege.
19 MR. ROBIE:
20 Q. Have they shared with you, Mr.
21 Scruggs, that they even allowed some of
22 their friends to take the original sticky
23 note off the document?
24 MR. MALLETTTE:
25 I object on attorney/client

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1 privilege and work product grounds.
2 MS. NICHOLSON:
3 And I object to the form.
4 A. I respectfully decline to answer
5 based on my Fifth Amendment privilege.
6 MR. MALLETTTE:
7 And I object as to form, as well.
8 MR. ROBIE:
9 Q. Do you know where the document with
10 the original sticky note can be found today?
11 MR. MALLETTTE:
12 I object to the form.
13 A. I respectfully decline to answer
14 based on my Fifth Amendment privilege.
15 MR. ROBIE:
16 Can we take a short break?
17 MR. MALLETTTE:
18 Sure.
19 (Off the record.)
20 MR. ROBIE:
21 Q. Did you attend a meeting in Dallas,
22 Texas with the Rigsbys and other members of
23 the Scruggs Katrina Group in order to plan
24 Katrina litigation?
25 MR. MALLETTTE:

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1 Object as to Work Product Doctrine.
2 MS. NICHOLSON:
3 Join.
4 A. I respectfully decline to answer
5 based on my Fifth Amendment privilege.
6 MR. ROBIE:
7 Q. Have the Rigsbys ever flown on your
8 plane?
9 A. I respectfully decline to answer
10 based on my Fifth Amendment privilege.
11 Q. Has either one of them ever flown on
12 your plane?
13 A. I respectfully decline to answer
14 based on my Fifth Amendment privilege.
15 Q. Have any of the expenses of the
16 Rigsbys been paid by the Nutt, McAlister
17 firm?
18 A. I respectfully decline to answer
19 based on my Fifth Amendment privilege.
20 Q. Has any part of the consulting fee
21 agreement of \$150,000 per year, per person,
22 been paid in part by the Nutt, McAlister
23 firm?
24 A. I respectfully decline to answer
25 based on my Fifth Amendment privilege.

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1 Q. Has Mr. Barrett's firm paid any part
2 of the expenses of the Rigsbys?
3 A. I respectfully decline to answer
4 based on my Fifth Amendment privilege.
5 Q. Has Mr. Barrett's firm paid any part
6 or portion of the \$150,000 per person per
7 year consulting fee to the Rigsbys?
8 A. I respectfully decline to answer
9 based on my Fifth Amendment privilege.
10 Q. Did you meet with George Dale and
11 Lee Harrell at the Department of Mississippi
12 -- the Mississippi Department of Insurance
13 in December of '05?
14 A. I respectfully decline to answer
15 based on my Fifth Amendment privilege.
16 Q. Isn't it a fact that you met with
17 George Dale and Lee Harrell at the
18 Department of Insurance in December of '05
19 and told them that you had -- you were
20 working with two insiders at State Farm?
21 A. I respectfully decline to answer
22 based on my Fifth Amendment privilege.
23 Q. Isn't it a fact that you met with
24 George Dale and Lee Harrell at the
25 Mississippi Department of Insurance in

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1 December of '05 and threatened to run a
2 campaign against George Dale if he didn't
3 propose a program forcing State Farm to pay
4 a half a billion dollars into a fund for you
5 to administer?
6 MR. MALLETTTE:
7 I object to the form and object on
8 work product grounds.
9 MS. NICHOLSON:
10 I join.
11 A. I respectfully decline to answer
12 based on my Fifth Amendment privilege.
13 MR. ROBIE:
14 Q. Isn't it fact that the insiders that
15 you mentioned to George Dale and Lee Harrell
16 in December of 2005, Kerri and Cori Rigsby?
17 MR. MALLETTTE:
18 Object to the form.
19 A. I respectfully decline to answer
20 based on my Fifth Amendment privilege.
21 MR. ROBIE:
22 Q. Other than Kerri and Cori Rigsby,
23 please identify every other State Farm
24 insider that you've spoke to about any
25 Katrina issue.

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1 MR. MALLETTTE:
2 Object to the form and object on
3 work product grounds.
4 MS. NICHOLSON:
5 Join.
6 A. I respectfully decline to answer
7 based on my Fifth Amendment privilege.
8 MR. ROBIE:
9 Q. Please identify every State Farm
10 employee who furnished you with any
11 documents relating to Katrina claims
12 handling.
13 A. I respectfully decline to answer
14 based on my Fifth Amendment privilege.
15 Q. Please identify every State Farm
16 employee who furnished -- or every Renfroe
17 employee who furnished you any documents
18 relating to Katrina claims issues.
19 A. I'm not sure I understood your
20 question. Would you rephrase it, please?
21 Q. I will. Please identify every
22 Renfroe employee who furnished you any
23 documents relating to Katrina claims issues.
24 A. I decline to answer, respectfully,
25 based on my Fifth Amendment privilege.

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1 Q. The document production which we
2 received did not include any documents
3 received from a corporate insider at State
4 Farm which you purportedly gathered in March
5 of 2006. Are you aware of that?
6 A. I respectfully decline to answer
7 based on my Fifth Amendment privilege.
8 MR. ROBIE:
9 Let me show you a document which we
10 marked yesterday as Exhibit 9 to the Zach
11 Scruggs deposition. We'll mark it Exhibit 5
12 to this deposition.
13 (Exhibit 5 was marked.)
14 MR. ROBIE:
15 Q. I direct your attention, please, to
16 the bottom of the first page of this
17 document. This is an AP, Associated Press
18 story, which says, quote, "Scruggs said in
19 an interview on March 30th that he plans to
20 share documents from a highly placed State
21 Farm source. He had flown to Bloomington a
22 week earlier to pick up a package from the
23 source. 'They gave me a bunch of good stuff
24 and I'm going through it now and turning it
25 over to the Attorney General,' he said."

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1 Please tell me, Mr. Hood, where is
2 that good stuff?
3 MR. MALLETTTE:
4 Object to the form.
5 MS. NICHOLSON:
6 Join.
7 A. I'm not Mr. Hood, sir.
8 MR. ROBIE:
9 I'm sorry. I apologize.
10 Q. Please tell me, Mr. Scruggs, where
11 is that good stuff that you referenced in
12 this newspaper article?
13 A. I respectfully decline to answer
14 based on my Fifth Amendment privilege.
15 Q. Isn't it a fact that you did not
16 meet with a highly placed source when you
17 travelled to Bloomington in March of 2006?
18 A. I respectfully decline to answer
19 based on my Fifth Amendment privilege.
20 Q. Have you destroyed the documents
21 that an insider gave to you when you
22 travelled to Bloomington in March of 2006?
23 MS. NICHOLSON:
24 Object to the form.
25 A. I respectfully decline to answer

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1 based on my Fifth Amendment privilege.
2 Q. Did you actually travel to
3 Bloomington in March of 2006?
4 A. I respectfully decline to answer
5 based on my Fifth Amendment privilege.
6 Q. What is the tail number on your
7 airplane?
8 A. I respectfully decline to answer
9 based on my Fifth Amendment privilege.
10 Q. Did you own two airplanes in March
11 of 2006?
12 A. I respectfully decline to answer
13 based on my Fifth Amendment privilege.
14 Q. Can you tell me whether you flew in
15 one of your own planes to Bloomington in
16 March of 2006?
17 A. I respectfully decline to answer
18 based on my Fifth Amendment privilege.
19 Q. How many pages of material were you
20 furnished by a highly placed insider in
21 March of 2006?
22 A. I respectfully decline to answer
23 based on my Fifth Amendment privilege.
24 Q. What did you turn over to the
25 Attorney General, if anything?

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1 MR. MALLETTTE:
2 I object on work product grounds.
3 A. I respectfully decline to answer
4 based on my Fifth Amendment privilege.
5 MR. ROBIE:
6 Q. Isn't it a fact, Mr. Scruggs, that
7 this entire story about obtaining materials
8 from a highly placed insider is a
9 fabrication?
10 A. I respectfully decline to answer
11 based on my Fifth Amendment privilege.
12 Q. Isn't it a fact, Mr. Scruggs, that
13 you actually did fly to Bloomington in March
14 of 2006?
15 A. I respectfully decline to answer
16 based on my Fifth Amendment privilege.
17 Q. And isn't it also a fact that you
18 arranged for someone to deliver an empty box
19 to you at the airport?
20 A. I respectfully decline to answer
21 based on my Fifth Amendment privilege.
22 Q. And isn't it a fact that you made
23 those arrangements to have an empty box
24 delivered to you at the airport in
25 Bloomington in March of 2006 so that you

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1 could fabricate a story that an insider had
2 given you documents from State Farm?
3 MR. MALLETTTE:
4 Object to the form and object on
5 work product grounds.
6 A. I respectfully decline to answer
7 based on my Fifth Amendment privilege.
8 MR. ROBIE:
9 Q. Isn't this entire story a
10 fabrication designed to put State Farm in a
11 bad light and to pursue your litigation
12 strategy of using the press to promote your
13 litigation?
14 MR. MALLETTTE:
15 Object to the form and object on
16 work product grounds.
17 A. I respectfully decline to answer
18 based on my Fifth Amendment privilege.
19 MR. ROBIE:
20 Q. Did you ever, in fact, deliver
21 documents to the Attorney General which you
22 purported to have picked up in Bloomington,
23 Illinois in March of '06?
24 A. I respectfully decline to answer
25 based on my Fifth Amendment privilege.

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1 Q. Who, at the Attorney General's
2 office, would have received those documents,
3 if anyone?
4 A. I respectfully decline to answer
5 based on my Fifth Amendment privilege.
6 Q. In fact, you had an ongoing program
7 with the Attorney General of the State of
8 Mississippi to try to force State Farm to
9 pay money it did not owe to you and your
10 clients; isn't that a fact?
11 MR. MALLETTTE:
12 Object to the form, and object on
13 work product grounds and object as beyond
14 the scope of this deposition.
15 MS. NICHOLSON:
16 Join.
17 A. I respectfully decline to answer
18 based on my Fifth Amendment privilege.
19 MR. ROBIE:
20 Q. Did you tell the Rigsbys that this
21 entire press story about picking up
22 documents from a highly placed State Farm
23 source was a lie that you were using to
24 promote yourself in the press?
25 MR. MALLETTTE:

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1 Object to the form, object on
2 attorney/client privilege grounds and object
3 on Work Product Doctrine grounds.
4 MS. NICHOLSON:
5 Join.
6 A. I respectfully decline to answer
7 based on my Fifth Amendment privilege.
8 MR. ROBIE:
9 Q. The court order relating to the
10 production of documents obligated you to
11 produce all of those materials. Have you
12 done so?
13 A. I respectfully decline to answer
14 based on my Fifth Amendment privilege.
15 Q. Let me make sure that question is
16 clear. The court order specifically refers
17 to the information, the documents from the
18 highly placed State Farm source that's
19 referenced in this Exhibit 5. I see no such
20 documents in your production. Did you, in
21 fact, include any?
22 A. I respectfully decline to answer
23 based on my Fifth Amendment privilege.
24 Q. Are there such documents in
25 existence?

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1 A. I respectfully decline to answer
2 based on my Fifth Amendment privilege.
3 Q. Did you make any effort to see to it
4 that all such documents were, in fact,
5 included in the production set?
6 A. I respectfully decline to answer
7 based on my Fifth Amendment privilege.
8 Q. Isn't it a fact, Mr. Scruggs, that
9 no such documents ever existed and you
10 cannot produce documents which never
11 existed?
12 MS. NICHOLSON:
13 Object to the form.
14 A. I respectfully decline to answer
15 based on my Fifth Amendment privilege.
16 MR. ROBIE:
17 Q. Can you tell me, please, who were
18 the --
19 MR. MALLETTTE:
20 Just one minute.
21 MR. ROBIE:
22 Q. Who were the members of the SKG?
23 A. I respectfully decline to answer
24 based on my Fifth Amendment privilege.
25 Q. Was the consulting agreement with

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1 the Rigsbys to be an obligation of SKG, as
2 well as the Scruggs Law Firm?
3 MR. MALLETTTE:
4 I object on work product grounds.
5 A. I respectfully decline to answer
6 based on my Fifth Amendment privilege.
7 MR. ROBIE:
8 Q. Was the consulting agreement with
9 the Rigsbys intended to be an obligation of
10 Dick Scruggs, personally, or Dick Scruggs
11 and the Scruggs Law Firm?
12 MR. MALLETTTE:
13 I object as beyond the scope of the
14 deposition.
15 A. And I respectfully decline to answer
16 based on my Fifth Amendment privilege.
17 MR. ROBIE:
18 Q. I did not find any documents in your
19 court-ordered production set which discussed
20 the terms of that agreement or ever
21 mentioned that agreement with the Rigsbys.
22 Do you have such a document?
23 MR. MALLETTTE:
24 Object to the form.
25 A. I respectfully decline to answer

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1 based on my Fifth Amendment privilege.
2 MR. ROBIE:
3 Q. I did not find any communications
4 directed to the Rigsbys in the documents
5 that you produced. Do such documents exist?
6 MR. MALLETTTE:
7 Object to the form.
8 A. I respectfully decline to answer
9 based on my Fifth Amendment privilege.
10 MR. ROBIE:
11 Q. Is there a file at the Scruggs Law
12 Firm that contains communications with the
13 Rigsbys?
14 MR. DOOLEY:
15 Object on work product.
16 MR. MALLETTTE:
17 Object on work product.
18 A. I respectfully decline to answer
19 based on my Fifth Amendment privilege.
20 MR. ROBIE:
21 Q. Did you tell Cori Rigsby to disable
22 her home computer?
23 MR. MALLETTTE:
24 Object on work product,
25 attorney/client privilege grounds.

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1 A. I respectfully decline to answer
2 based on my Fifth Amendment privilege.
3 MR. ROBIE:
4 Q. Cori Rigsby has testified that she
5 furnished your firm with a copy of her
6 computer-generated calendar. I did not find
7 that calendar produced in the documents that
8 we received last week pursuant to the court
9 order.
10 Have you produced such a calendar?
11 MS. NICHOLSON:
12 Object to the form.
13 MR. MALLETTTE:
14 Object to the form.
15 A. I respectfully decline to answer
16 based on my Fifth Amendment privilege.
17 MR. ROBIE:
18 Q. Does the Scruggs Law Firm still have
19 Cori Rigsby's computer-generated calendar?
20 MR. MALLETTTE:
21 Object to the form.
22 MS. NICHOLSON:
23 Join.
24 A. I respectfully decline to answer
25 based on my Fifth Amendment privilege.

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1 MR. ROBIE:
2 Q. Have you destroyed that calendar?
3 MR. MALLETTTE:
4 Object to the form.
5 A. I respectfully decline to answer
6 based on my Fifth Amendment privilege.
7 MR. ROBIE:
8 Q. Did a technical advisor to the
9 Scruggs law firm manipulate Cori Rigsby's
10 State Farm laptop?
11 MR. DOOLEY:
12 Object on work product.
13 MR. MALLETTTE:
14 And I object to the form. I didn't
15 know you were complete.
16 A. I respectfully decline to answer
17 based on my Fifth Amendment privilege.
18 MR. ROBIE:
19 Q. Isn't it a fact, Mr. Scruggs, that
20 prior to the data dump weekend, you arranged
21 for a technical person to work on Cori
22 Rigsby's State Farm laptop?
23 MR. MALLETTTE:
24 Object on work product grounds.
25 MS. NICHOLSON:

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1 Join.
2 A. I respectfully decline to answer
3 based on my Fifth Amendment privilege.
4 MR. ROBIE:
5 Q. Isn't it a fact, Mr. Scruggs, that
6 prior to the data dump weekend, you hired a
7 technical person to work on Kerri Rigsby's
8 State Farm laptop?
9 MR. MALLETTTE:
10 Same objection as to work product.
11 MS. NICHOLSON:
12 Join.
13 A. I respectfully decline to answer
14 based on my Fifth Amendment privilege.
15 MR. ROBIE:
16 Q. Have you had an affair with Kerri
17 Rigsby?
18 MR. MALLETTTE:
19 Object to the form. Object as
20 harassing.
21 A. I respectfully decline to answer
22 based on my Fifth Amendment privilege.
23 MR. ROBIE:
24 Q. Did you or anybody on your behalf
25 tamper with Cori Rigsby's home computer hard

1 drive?
 2 MR. MALLETTTE:
 3 Object to the form. Object to Work
 4 Product Doctrine and attorney/client
 5 privilege.
 6 A. I respectfully decline to answer
 7 based on my Fifth Amendment privilege.
 8 MR. ROBIE:
 9 Q. Did anybody from SKG tamper with
 10 Cori Rigsby's home computer hard drive?
 11 MR. MALLETTTE:
 12 Same objection.
 13 A. I respectfully decline to answer
 14 based on my Fifth Amendment privilege.
 15 MR. ROBIE:
 16 Q. Did you or anybody on your behalf
 17 tamper in any way with Cori Rigsby's home
 18 computer?
 19 MR. MALLETTTE:
 20 Object to the form. Object on
 21 attorney/client privilege and Work Product
 22 Doctrine grounds.
 23 A. I respectfully decline to answer
 24 based on my Fifth Amendment privilege.
 25 MR. ROBIE:

1 Q. Isn't it a fact that you or someone
 2 on your behalf instructed Cori Rigsby to
 3 delete incriminating information from her
 4 computer?
 5 MR. MALLETTTE:
 6 Object on attorney/client privilege
 7 grounds.
 8 A. I --
 9 MR. DOOLEY:
 10 Object on work product.
 11 A. I respectfully decline to answer
 12 based on my Fifth Amendment privileges.
 13 MR. ROBIE:
 14 Q. Isn't it a fact that you or someone
 15 acting on your behalf told Cori Rigsby to
 16 disable her home computer?
 17 MR. MALLETTTE:
 18 Object on work product and
 19 attorney/client privilege grounds.
 20 A. I respectfully decline to answer
 21 based on my Fifth Amendment privilege.
 22 MR. ROBIE:
 23 Q. Did you or anybody at the SKG obtain
 24 a printout of the contents of Cori Rigsby's
 25 computer before the hard drive crashed?

1 MR. MALLETTTE:
 2 I object on attorney/client
 3 privilege grounds and Work Product Doctrine
 4 grounds.
 5 MS. NICHOLSON:
 6 Join.
 7 A. I respectfully decline to answer
 8 based on my Fifth Amendment privilege.
 9 MR. ROBIE:
 10 Q. I didn't see any contents from that
 11 computer produced in response to the
 12 court-ordered discovery. Do you have such
 13 documents?
 14 MR. MALLETTTE:
 15 Object to the form and object on
 16 work product and attorney/client privilege
 17 grounds.
 18 A. I respectfully decline to answer
 19 based on my Fifth Amendment privilege.
 20 MR. ROBIE:
 21 Q. Is the computer server for the
 22 Scruggs Law Firm the same server that was in
 23 effect in 2007? Let me rephrase that. Is
 24 the current computer server for the Scruggs
 25 Law Firm the same server that was being used

1 by the firm in 2006?
 2 A. I respectfully decline to answer
 3 based on my Fifth Amendment privilege.
 4 Q. Does the Scruggs Law Firm maintain
 5 archives of e-mails for any period of time?
 6 MR. MALLETTTE:
 7 I object on work product grounds.
 8 A. I respectfully decline to answer
 9 based on my Fifth Amendment privilege.
 10 MR. ROBIE:
 11 Q. Are there backup tapes or backup
 12 data storage devices which contain e-mails
 13 to or from the Scruggs Law Firm going back
 14 to December of 2005?
 15 A. I respectfully decline to answer
 16 based on my Fifth Amendment privilege.
 17 Q. Have you searched all available
 18 backup tapes or backup data storage devices
 19 to ensure that all communications between
 20 your firm and the Rigsbys have been produced
 21 for State Farm?
 22 MR. MALLETTTE:
 23 Object to the form.
 24 A. I respectfully decline to answer
 25 based on my Fifth Amendment privilege.

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1 Q. Do you have an interest in the house
2 that Kerri Rigsby sold to Dr. Oswald in
3 2006?
4 MR. MALLETTTE:
5 I object on attorney/client
6 privilege, work product grounds.
7 A. I respectfully decline to answer
8 based on my privilege under the Fifth
9 Amendment.
10 MR. ROBIE:
11 Q. Have you guaranteed any repayment of
12 any loans for the Rigsbys?
13 MR. MALLETTTE:
14 Object on attorney/client, work
15 product grounds.
16 A. I respectfully decline to answer
17 based on my Fifth Amendment privilege.
18 MR. ROBIE:
19 Q. Have you promised the Rigsbys a
20 recovery in their qui tam action?
21 MR. MALLETTTE:
22 Object on attorney/client privilege
23 grounds.
24 A. I respectfully decline to answer
25 based on my Fifth Amendment privilege.

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1 MR. ROBIE:
2 Q. Have you guaranteed Thomas McIntosh
3 or Pamela McIntosh a recovery in their
4 lawsuit against State Farm?
5 MR. MALLETTTE:
6 Object on attorney/client privilege.
7 MS. NICHOLSON:
8 Join.
9 A. I refuse to answer based on my Fifth
10 Amendment privilege.
11 MR. ROBIE:
12 Q. Have you paid Thomas or Pamela
13 McIntosh any money --
14 MR. MALLETTTE:
15 Object on attorney/client privilege.
16 MR. ROBIE:
17 I haven't finished my question. I'm
18 a little slow today.
19 Q. -- any money as an advance against
20 their recovery in their lawsuit against
21 State Farm?
22 MR. MALLETTTE:
23 Object on attorney/client privilege
24 grounds.
25 MS. NICHOLSON:

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1 Join.
2 A. I respectfully decline to answer
3 based on my Fifth Amendment privilege.
4 MR. ROBIE:
5 Q. Have you stopped paying the Rigsbys?
6 MR. MALLETTTE:
7 Object to the form.
8 A. I respectfully decline to answer
9 based on my Fifth Amendment privilege.
10 MR. ROBIE:
11 Q. Did you meet with Pat Lobrano, Kerri
12 and Cori Rigsby, Chip Robertson, Todd
13 Graves, Anthony Dewitt and Mary Winter at a
14 trailer that you owned in Pascagoula?
15 MR. MALLETTTE:
16 Object on work product grounds.
17 MS. NICHOLSON:
18 Join.
19 A. I respectfully decline to answer
20 based on my Fifth Amendment privilege.
21 MR. ROBIE:
22 Q. In fact, you did meet with Pat
23 Lobrano and the Rigsbys at a trailer near
24 the Longfellow House sometime in the spring
25 of 2006, didn't you?

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1 MR. MALLETTTE:
2 Same objection.
3 MS. NICHOLSON:
4 Join.
5 A. I respectfully decline to answer
6 based on my Fifth Amendment privilege.
7 MR. ROBIE:
8 Q. Did you participate in a session at
9 your trailer in March or April of 2006 in
10 which people present at the meeting accessed
11 State Farm's confidential database and
12 searched records?
13 MR. MALLETTTE:
14 Object to the form. Object on work
15 product grounds.
16 MS. NICHOLSON:
17 Join.
18 A. I respectfully decline to answer
19 based on my Fifth Amendment privilege.
20 MR. ROBIE:
21 Q. In fact, Cori Rigsby booted up her
22 State Farm laptop and gave it to Anthony
23 Dewitt for him to search State Farm's
24 confidential database while you were meeting
25 in his trailer, in your trailer in March or

1 April of 2006?
 2 MR. MALLETTE:
 3 Object to the form. Object on work
 4 product.
 5 MR. ROBIE:
 6 Q. Isn't that right?
 7 MR. MALLETTE:
 8 Object to the form and work product
 9 grounds.
 10 MS. NICHOLSON:
 11 Join.
 12 MR. DOOLEY:
 13 Object on attorney/client grounds,
 14 as well.
 15 A. I respectfully decline to answer
 16 based on my Fifth Amendment privilege.
 17 MR. ROBIE:
 18 Q. Were you representing Pat Lobrano at
 19 the time you were meeting with her and her
 20 daughters and these other lawyers in your
 21 trailer in March or April of 2006?
 22 A. I respectfully decline to answer
 23 based on my Fifth Amendment privilege.
 24 MR. ROBIE:
 25 Let me show you a document which we

1 trailer meeting that it would be illegal to
 2 access State Farm's confidential database
 3 and search records?
 4 MR. MALLETTE:
 5 Object to the form. Object on
 6 attorney/client privilege and work product
 7 grounds.
 8 MS. NICHOLSON:
 9 Join.
 10 A. I respectfully decline to answer
 11 based on my Fifth Amendment privilege.
 12 MR. ROBIE:
 13 Q. How many meetings did you conduct
 14 with Pat Lobrano, the Rigsbys and other
 15 attorneys in your trailer?
 16 MR. MALLETTE:
 17 Object to the form and object on
 18 work product and attorney/client privilege
 19 grounds.
 20 MS. NICHOLSON:
 21 Join.
 22 A. I respectfully decline to answer
 23 based on my Fifth Amendment privilege.
 24 Q. The Rigsbys recall two such
 25 meetings. Were there more?

1 marked yesterday as Exhibit 4. For the
 2 record, today, we'll make it 6.
 3 (Exhibit 6 was marked.)
 4 MR. ROBIE:
 5 Q. Does Exhibit 6 contain photographs
 6 which depict the trailer in which you met
 7 with Ms. Lobrano, the Rigsbys and other
 8 lawyers in March or April of 2006?
 9 MR. MALLETTE:
 10 I object on work product grounds.
 11 A. I respectfully decline to answer
 12 based on my Fifth Amendment privilege.
 13 MR. ROBIE:
 14 Q. Do those photos depict a trailer
 15 that you owned which was on your property in
 16 the spring of 2006 after Hurricane Katrina?
 17 A. I respectfully decline to answer
 18 based on my Fifth Amendment privilege.
 19 Q. In fact, those photos show the
 20 trailer as it exists today, presently
 21 situated on Senator Lott's property, don't
 22 they?
 23 A. I respectfully decline to answer
 24 based on my Fifth Amendment privilege.
 25 Q. Did you advise anybody at the

1 MR. MALLETTE:
 2 Object on work product,
 3 attorney/client privilege grounds.
 4 MS. NICHOLSON:
 5 And object to the form.
 6 A. I respectfully decline to answer
 7 based on my Fifth Amendment privilege.
 8 MR. ROBIE:
 9 Q. Cori Rigsby has testified that at
 10 one of those meetings, she accessed her
 11 computer and gave it to Tony Dewitt, Anthony
 12 Dewitt for him to use. Is she accurate,
 13 according to your recollection?
 14 MR. MALLETTE:
 15 Object on work product,
 16 attorney/client privilege grounds.
 17 MS. NICHOLSON:
 18 Join and object to the form.
 19 A. I respectfully decline to answer
 20 based on my Fifth Amendment privilege.
 21 MR. ROBIE:
 22 Q. Did Cori Rigsby boot up her computer
 23 and give it to Anthony Dewitt to search
 24 State Farm's database while you were present
 25 in the trailer?

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1 MR. MALLETTTE:
2 Object on work product and
3 attorney/client privilege grounds.
4 A. I respectfully decline to answer
5 based on my Fifth Amendment privilege.
6 MR. ROBIE:
7 Q. Did anybody at the meeting in your
8 trailer which occurred in March or April of
9 2006 transmit documents from State Farm's
10 database to your law firm?
11 MR. MALLETTTE:
12 Object on work product grounds.
13 A. I respectfully decline to answer
14 based on my Fifth Amendment privilege.
15 MR. ROBIE:
16 Q. Did anybody at any meeting in your
17 trailer which occurred in March or April of
18 2006 transmit documents from State Farm's
19 database to Anthony Dewitt's law firm?
20 MR. MALLETTTE:
21 Object on work product grounds.
22 A. I respectfully decline to answer
23 based on my Fifth Amendment privilege.
24 MR. ROBIE:
25 Q. Did anybody at any meeting in your

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1 trailer which occurred in March or April of
2 2006 transmit documents from State Farm's
3 database to Chip Robertson's law firm?
4 MR. MALLETTTE:
5 Object on work product grounds.
6 A. I respectfully decline to answer
7 based on the Fifth Amendment.
8 MR. ROBIE:
9 Q. Did anybody at a meeting at your
10 trailer, which occurred in March or April of
11 2006, transmit documents from State Farm's
12 database to Todd Graves' law firm?
13 MR. MALLETTTE:
14 Object on work product grounds.
15 A. I respectfully decline to answer
16 based on my privilege under the Fifth
17 Amendment.
18 MR. ROBIE:
19 Q. Did anybody at any meeting at your
20 trailer which occurred in March or April of
21 2006 insert a USB memory device into Cori
22 Rigsby's State Farm laptop and upload
23 documents from State Farm's confidential
24 database?
25 MR. MALLETTTE:

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1 I object on work product grounds.
2 MS. NICHOLSON:
3 Join.
4 A. I respectfully decline to answer
5 under my privilege under the Fifth
6 Amendment.
7 MR. ROBIE:
8 Let me show you a document which we
9 marked yesterday as Exhibit 5 to the Zach
10 Scruggs deposition. We will make it Exhibit
11 7 here.
12 (Exhibit 7 was marked.)
13 A. The question again?
14 MR. ROBIE:
15 Q. I haven't posed one. I was just
16 letting you look at the document. Mr.
17 Scruggs, do you know that ALD are the
18 initials for Anthony L. Dewitt?
19 A. I respectfully decline to answer
20 based on my Fifth Amendment privilege.
21 Q. These documents which we've marked
22 collectively as Exhibit 7 were produced to
23 us by Kerri and Cori Rigsby at an earlier
24 time than this last week. How did they come
25 to have these e-mails with ALD's initials on

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1 them?
2 A. I respectfully decline to answer
3 based on my Fifth Amendment privilege.
4 Q. Isn't it a fact, Mr. Scruggs, that
5 these e-mails, which we've marked as Exhibit
6 7, are materials which Tony Dewitt, Anthony
7 Dewitt uploaded from State Farm's
8 confidential database from your trailer
9 using Cori Rigsby's State Farm issued
10 laptop?
11 MR. MALLETTTE:
12 Object on Work Product Doctrine
13 grounds.
14 A. I respectfully decline to answer
15 based on my Fifth Amendment privilege.
16 MR. ROBIE:
17 Q. These e-mails which we've marked as
18 Exhibit 7 were not produced by you in
19 response to the court-ordered document
20 production. Why not?
21 MR. MALLETTTE:
22 Object to the form.
23 A. I respectfully decline to answer
24 based on my Fifth Amendment privilege.
25 MR. ROBIE:

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1 Q. Isn't it a fact that Anthony Dewitt
2 cut and pasted State Farm e-mails from State
3 Farm's confidential database using Cori
4 Rigsby's State Farm laptop?
5 MR. MALLETTTE:
6 Object on attorney/client, work
7 product grounds.
8 A. I respectfully decline to answer
9 based on my Fifth Amendment privilege.
10 MR. ROBIE:
11 Q. Did Anthony Dewitt furnish you with
12 copies of these e-mails which he stole from
13 State Farm while at your trailer in the
14 spring of 2006?
15 MR. MALLETTTE:
16 Object to the form and object on
17 attorney/client work product grounds.
18 MS. NICHOLSON:
19 Join.
20 A. I respectfully decline to answer
21 based on my Fifth Amendment privilege.
22 Q. To your knowledge, was Anthony
23 Dewitt a State Farm employee?
24 A. I respectfully decline to answer
25 based on my Fifth Amendment privilege.

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1 Q. To your knowledge, was Anthony
2 Dewitt, in the spring of 2006, authorized to
3 access State Farm's confidential computer
4 databases?
5 A. I respectfully decline to answer
6 based on my Fifth Amendment privilege.
7 Q. To your knowledge, had Anthony
8 Dewitt, in the spring of 2006, executed a
9 confidentiality agreement allowing him
10 access to State Farm's confidential computer
11 databases?
12 MR. MALLETTTE:
13 Object to the form.
14 A. I respectfully decline to answer
15 based on my Fifth Amendment privilege.
16 MR. ROBIE:
17 Q. To your knowledge, had Anthony
18 Dewitt, in the spring of 2006, been issued
19 an alias by State Farm Insurance Companies
20 allowing him access to their confidential
21 databases?
22 MR. MALLETTTE:
23 Object to the form.
24 A. I respectfully decline to answer
25 based on my Fifth Amendment privilege.

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1 MR. ROBIE:
2 Q. To your knowledge, did Cori Rigsby
3 utilize her State Farm issued alias in order
4 to give Anthony Dewitt access to State
5 Farm's confidential computer databases?
6 MR. MALLETTTE:
7 I object on attorney/client
8 privilege and work product grounds.
9 A. I respectfully decline to answer
10 based on my Fifth Amendment privilege.
11 Q. These documents, these State Farm
12 e-mails which are contained in Exhibit 7 are
13 all produced in PDF format, are they not?
14 A. I respectfully decline to answer
15 based on my Fifth Amendment privilege.
16 Q. None of these e-mails have been
17 produced showing the existence of any of the
18 meta data; isn't that a fact?
19 A. Would you repeat that?
20 Q. None of these show meta data?
21 A. I respectfully decline to answer
22 based on my Fifth Amendment privilege.
23 Q. Each of these e-mails, in fact, is
24 cut and pasted from a string of e-mails and
25 the documents that precede it have been

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1 redacted or eliminated, haven't they?
2 MR. MALLETTTE:
3 Object to the form. Object on work
4 product grounds.
5 MS. NICHOLSON:
6 Join.
7 A. I respectfully decline to answer
8 based on my Fifth Amendment privilege.
9 MR. ROBIE:
10 Q. Isn't it a fact, Mr. Scruggs, that
11 while present at your trailer in March or
12 April of 2006, Cori and Kerri Rigsby
13 accessed State Farm's database and you
14 instructed them on what to search for?
15 MR. MALLETTTE:
16 Object on work product and
17 attorney/client privilege grounds.
18 A. I respectfully decline to answer
19 based on my Fifth Amendment privilege.
20 MR. ROBIE:
21 Q. Isn't it a fact, Mr. Scruggs, that
22 in meeting with you at your trailer in March
23 or April of 2006, one or both of the Rigsbys
24 accessed the McIntosh claim file and
25 verified that the Forensic Engineering

1 report, dated October 12, 2005, in fact, was
2 not present in State Farm's file?

3 MR. MALLETTTE:

4 Object to the form and object on
5 attorney/client privilege and work product
6 grounds.

7 MS. NICHOLSON:

8 Join.

9 A. I respectfully decline to answer
10 based on my Fifth Amendment privilege.

11 MR. ROBIE:

12 Q. Isn't it a fact, Mr. Scruggs, that
13 it was important to you and the other
14 lawyers present at this meeting with Ms.
15 Lobrano and the Rigsbys to determine that,
16 in fact, State Farm still did not have a
17 copy of this report so that you could
18 proceed with your scheme to leave the
19 impression that the company had destroyed
20 evidence?

21 MR. MALLETTTE:

22 Object to the form, object on
23 attorney/client privilege and work product
24 grounds.

25 MS. NICHOLSON:

1 Join.

2 A. I respectfully decline to answer
3 based on my Fifth Amendment privilege.

4 MR. ROBIE:

5 Q. In fact, Mr. Scruggs, one of the
6 Rigsbys accessed State Farm's database and
7 confirmed for you, did they not, while at
8 your trailer in March or April of 2006, that
9 your strategy of stealing a document from
10 State Farm and then requesting the company
11 to produce the document which had been taken
12 had worked?

13 MR. MALLETTTE:

14 Object to the form. Object on
15 attorney/client privilege and work product
16 grounds.

17 MS. NICHOLSON:

18 Join all objections.

19 A. I respectfully decline to answer
20 based on my Fifth Amendment privilege.

21 MR. ROBIE:

22 Q. How many times did you ask the
23 Rigsbys to access State Farm's database to
24 confirm that the October 12, 2005 Forensic
25 Engineering report was not in State Farm's

1 file?

2 MR. MALLETTTE:

3 Object to the form. Object on
4 attorney/client privilege and work product
5 grounds.

6 MS. NICHOLSON:

7 Join.

8 A. I respectfully decline to answer
9 based on my Fifth Amendment privilege.

10 MR. ROBIE:

11 Q. How many times did you ask the
12 Rigsbys to access Senator Lott's claim file,
13 which neither of them were handling?

14 MR. MALLETTTE:

15 Object to the form. Object on
16 attorney/client privilege and work product
17 grounds.

18 A. I respectfully decline to answer
19 based on my Fifth Amendment privilege.

20 MR. ROBIE:

21 Q. Isn't it a fact, Mr. Scruggs, that
22 you urged them to -- you urged the Rigsbys
23 to convince other State Farm adjusters to
24 give them access to Senator Lott's file so
25 that it could be searched?

1 MR. MALLETTTE:

2 Object to the form. Object on
3 attorney/client privilege and work product
4 grounds.

5 A. I respectfully decline to answer
6 based on my Fifth Amendment privilege.

7 MR. ROBIE:

8 Q. Isn't it a fact, Mr. Scruggs, that
9 you urged the Rigsbys to recruit other
10 people working State Farm Katrina claims to
11 become insiders and assist you?

12 MR. MALLETTTE:

13 Object to the form. Object on
14 attorney/client privilege and work product
15 grounds.

16 A. I respectfully decline to answer
17 based on my Fifth Amendment privilege.

18 Q. Isn't it a fact, Mr. Scruggs, that
19 you urged the Rigsbys to recruit other
20 people working on State Farm Katrina claims
21 to steal documents and furnish them to you?

22 MR. MALLETTTE:

23 Object to the form. Object on
24 attorney/client privilege and work product
25 grounds.

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1 MS. NICHOLSON:
2 Join.
3 A. I respectfully decline to answer
4 based on my Fifth Amendment privilege.
5 MR. ROBIE:
6 Q. Isn't it a fact, Mr. Scruggs, that
7 you urged the Rigsbys to convert other
8 people to become what you called
9 whistleblowers?
10 MR. MALLETTTE:
11 Object to the form. Object on
12 attorney/client privilege and work product
13 grounds.
14 MS. NICHOLSON:
15 Join.
16 A. I respectfully decline to answer
17 based on my Fifth Amendment privilege.
18 MR. ROBIE:
19 Let me show you another set of
20 documents which we'll mark as Exhibit 8.
21 They were Exhibit 6 to the Zach Scruggs
22 deposition yesterday.
23 (Exhibit 8 was marked.)
24 MR. MALLETTTE:
25 Jim, I don't remember -- it may have

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1 been, but I don't remember the exhibit
2 yesterday to have included all of these
3 documents, or perhaps it did.
4 MR. ROBIE:
5 Here's the exhibit that was marked
6 yesterday. What's the last number on that
7 set?
8 MR. MALLETTTE:
9 It's 976 through 991.
10 MR. ROBIE:
11 They're the same.
12 MR. MALLETTTE:
13 All right.
14 MR. ROBIE:
15 Q. Have you had a chance to look at
16 those documents?
17 A. Yes.
18 Q. These are documents which were
19 produced pursuant to court order by your
20 firm last week. We have affixed numbers to
21 all of those documents, and for the record,
22 these bear our Scruggs identification
23 numbers SMPH1-000976 through 991.
24 Have you ever seen these documents
25 before today?

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1 A. I respectfully decline to answer
2 based on my Fifth Amendment privilege.
3 Q. Is this a complete set of the
4 Scruggs Law Firm e-mails uploaded and
5 printed by Anthony Dewitt?
6 MR. MALLETTTE:
7 I object as -- I object as to the
8 form of the question, as well as
9 attorney/client privilege and work product
10 grounds.
11 MR. ROBIE:
12 Q. If you look at Page 985, do you see
13 the name at the top of the document as A.L.
14 Dewitt?
15 A. I respectfully decline to answer
16 based on my Fifth Amendment privilege.
17 Q. Please explain to the court, Mr.
18 Scruggs, how it is that the Scruggs Law Firm
19 has internal State Farm e-mails with the
20 initials and name A.L. Dewitt on them.
21 MR. MALLETTTE:
22 Object as to form. I object on
23 attorney/client privilege and Work Product
24 Doctrine grounds.
25 MS. NICHOLSON:

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1 Join.
2 A. I respectfully decline to answer
3 based on my Fifth Amendment privilege.
4 MR. ROBIE:
5 Q. Isn't it a fact, Mr. Scruggs, that
6 these documents, which we've marked as
7 Exhibit 8, are internal State Farm e-mails
8 which were uploaded by Anthony Dewitt from
9 one of the Rigsbys' State Farm issued
10 laptops?
11 MR. MALLETTTE:
12 I object on attorney/client
13 privilege and work product grounds.
14 A. I respectfully decline to answer
15 based on my Fifth Amendment privilege.
16 MR. ROBIE:
17 Q. Isn't it a fact, Mr. Scruggs, that
18 these documents which we've marked as
19 Exhibit 8 were uploaded by Anthony Dewitt
20 while meeting in your trailer in March or
21 April of 2006?
22 MR. MALLETTTE:
23 I object on attorney/client
24 privilege and work product grounds.
25 A. I respectfully decline to answer

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1 based on my Fifth Amendment privilege.
2 MR. ROBIE:
3 Q. Isn't it a fact that Pat Lobrano,
4 Kerri and Cori Rigsby, Chip Robertson, Todd
5 Graves, Mary Winter and Anthony Dewitt all
6 participated in a meeting in your trailer
7 where these documents were accessed from a
8 State Farm issued laptop?
9 MR. MALLETTTE:
10 Object on attorney/client privilege
11 and work product grounds.
12 A. I respectfully decline to answer
13 based on my Fifth Amendment privilege.
14 MR. ROBIE:
15 Q. Isn't it also a fact that once these
16 documents were accessed from a State Farm
17 issued laptop that Mr. Dewitt uploaded them,
18 printed them and furnished them to members
19 of the Rigsby legal team?
20 MR. MALLETTTE:
21 I object on attorney/client
22 privilege and work product grounds.
23 MS. NICHOLSON:
24 Join.
25 A. I respectfully decline to answer

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1 based on my Fifth Amendment privilege.
2 MR. ROBIE:
3 Q. Are these documents which we've
4 marked as Exhibit 7 and 8 contained in the
5 qui tam file maintained for the Rigsbys?
6 MR. MALLETTTE:
7 I object on attorney/client
8 privilege and work product grounds.
9 A. I respectfully decline to answer
10 based on my Fifth Amendment privilege.
11 MR. ROBIE:
12 Q. Is the qui tam pleading, which is
13 currently the operative pleading in the
14 case, based upon documents which were stolen
15 from State Farm during meetings at your
16 trailer in April -- March or April of 2006?
17 MR. MALLETTTE:
18 Object to the form. I object to the
19 Work Product Doctrine grounds or on Work
20 Product Doctrine grounds.
21 A. I respectfully decline to answer
22 based on my Fifth Amendment privilege.
23 MR. ROBIE:
24 Q. Please look at the second page of
25 this Exhibit 8. It's document 977. The

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1 e-mail references two attachments, two storm
2 JPGs or photos. Do you see that?
3 A. I respectfully decline to answer
4 based on my Fifth Amendment privilege.
5 Q. Where are those photos?
6 A. I respectfully decline to answer
7 based on my Fifth Amendment privilege.
8 Q. Why did the Scruggs Law Firm not
9 produce those photos?
10 MR. MALLETTTE:
11 Object to the form.
12 A. I respectfully decline to answer
13 based on my Fifth Amendment privilege.
14 Q. Has the Scruggs Law Firm used those
15 photos for any purpose?
16 MR. MALLETTTE:
17 Object on attorney/client Work
18 Product Doctrine privilege grounds.
19 A. I respectfully decline to answer
20 based on my Fifth Amendment privilege.
21 MR. ROBIE:
22 Q. Please look at Page 979 of Exhibit
23 8. This e-mail from Lisa Wachter, dated
24 January 12, 2005, has an attachment which is
25 identified as an engineer update. Do you

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1 see that?
2 A. I respectfully decline to answer
3 based on my Fifth Amendment privilege.
4 Q. Why did the Scruggs Law Firm not
5 produce that engineer update?
6 MR. MALLETTTE:
7 Object to the form.
8 A. I respectfully decline to answer
9 based on my fifth amendment privilege.
10 MR. ROBIE:
11 Q. What use did you put, if any, to
12 this update?
13 MR. MALLETTTE:
14 Object to the form. And I object on
15 work product grounds.
16 A. I respectfully decline to answer
17 based on my Fifth Amendment privilege.
18 Q. Is this the engineering roster that
19 the Rigsbys used, in part, during the data
20 dump weekend?
21 MR. MALLETTTE:
22 I object on attorney/client
23 privilege grounds, Work Product Doctrine
24 grounds.
25 A. I respectfully decline to answer

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1 based on my Fifth Amendment privilege.
2 MR. ROBIE:
3 Q. In fact, didn't the Rigsbys furnish
4 you with this engineering roster update so
5 that you could identify for them the files
6 you wanted them to access and gather
7 documents from?
8 MR. MALLETTTE:
9 I object to the form. I object on
10 attorney/client privilege and Work Product
11 Doctrine grounds.
12 A. I respectfully decline to answer
13 based on my Fifth Amendment privilege.
14 MR. ROBIE:
15 Q. In fact, didn't the Rigsbys furnish
16 this engineering roster to you, your son,
17 Zach, attorneys Robertson, Dewitt, Graves
18 and Winter so that each of you could select
19 the files you wished the Rigsbys to access
20 and gather data from?
21 MR. MALLETTTE:
22 Object to the form. Object on
23 attorney/client privilege and Work Product
24 Doctrine grounds.
25 A. I respectfully decline to answer

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1 based on my Fifth Amendment privilege.
2 MR. ROBIE:
3 Q. How many engineering rosters did the
4 Rigsbys furnish to you for your review?
5 MR. MALLETTTE:
6 Object to the form. Object on
7 attorney/client privilege and Work Product
8 Doctrine grounds.
9 A. I respectfully decline to answer
10 based on my Fifth Amendment privilege.
11 MR. ROBIE:
12 Q. Did you furnish Kerri or Cori Rigsby
13 the list of names that are contained in
14 Exhibit 1 to the McFarland complaint?
15 MR. MALLETTTE:
16 Object to the form. Object on
17 attorney/client privilege and Work Product
18 Doctrine grounds.
19 A. I respectfully decline to answer
20 based on my Fifth Amendment privilege.
21 MR. ROBIE:
22 Q. Did you, in fact, give them the list
23 of your clients that are identified as
24 Exhibit 1 in the complaint you filed in the
25 McFarland action so that they could access

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1 State Farm's database and extract
2 information about each of those files for
3 your use in litigation?
4 MR. MALLETTTE:
5 I object to the form. I object on
6 attorney/client privilege grounds and the
7 Work Product Doctrine grounds.
8 A. I respectfully decline to answer
9 based on my Fifth Amendment privilege.
10 MR. ROBIE:
11 Q. Are you aware that the Rigsbys have,
12 in fact, testified that you furnished them
13 that information and they gathered the data
14 relating to each of your clients in the
15 McFarland action?
16 MR. MALLETTTE:
17 Object to the form.
18 A. I respectfully decline to answer
19 based on my Fifth Amendment privilege.
20 MR. ROBIE:
21 I think we are at the end of our
22 tape, and it's probably as good a time as
23 any to break for lunch. There's no sense in
24 reinserting another tape and then coming
25 back.

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1 (Off the record.)
2 MR. MALLETTTE:
3 Jim, as we go forward this
4 afternoon, are we in agreement -- and I
5 think we said this yesterday, but that this
6 deposition, like Zach's, is sealed subject
7 to our request and a ruling by the court
8 regarding the sealing of the deposition?
9 MR. WEBB:
10 That's fine.
11 MR. MALLETTTE:
12 For State Farm. And Hunter?
13 MR. TWIFORD:
14 That's fine.
15 MR. WEBB:
16 You all are going to go ahead and
17 file the motion?
18 MR. MALLETTTE:
19 We will file something by Friday,
20 yes. And in the meantime, it will remain
21 sealed to be provided only to the witnesses,
22 the parties and their attorneys and not
23 further.
24 MR. WEBB:
25 Well, by their attorneys, of course,

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1 that obviously, I think, would need to go
2 further to include folks working in their
3 offices, if we need to get that specific
4 about it.
5 MR. MALLETTTE:
6 I think that's fair, Dan, as long as
7 it doesn't get out of those offices.
8 MR. WEBB:
9 I understand. Somebody might
10 actually pick it up off of a book shelf or a
11 desk, and I wouldn't want that to be a
12 technical violation of our agreement, is the
13 reason I say that.
14 MR. MALLETTTE:
15 Agreed.
16 MR. TWIFORD:
17 We agree on behalf of Renfro. I
18 don't know if McIntosh agrees or not.
19 MS. NICHOLSON:
20 Certainly, we agree.
21 MR. ROBIE:
22 The document which we identified as
23 Exhibit 1 has not been furnished to the
24 court reporter. It's the little piece of
25 paper you were reading from at the beginning

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1 of the deposition.
2 MR. MALLETTTE:
3 Brook, we can get them a copy of
4 that document at the end of the deposition?
5 MR. DOOLEY:
6 That's fine. Yes. That's fine.
7 MR. ROBIE:
8 Q. Mr. Scruggs, you recognize you are
9 still under oath.
10 A. Yes.
11 Q. Let me show you a document which
12 your office produced last week. It's a
13 December 6th, 2007 letter, on the Bartimus,
14 Frickleton, Robertson, Gorny letterhead. It
15 was previously marked as Exhibit 19
16 yesterday. We'll mark it as Number 9 today.
17 (Exhibit 9 was marked.)
18 MR. ROBIE:
19 Q. Have you had a chance to look at
20 that document?
21 A. I respectfully decline to answer
22 based on my privilege against
23 self-incrimination under the Fifth
24 Amendment.
25 Q. Bartimus, Frickleton, Robertson &

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1 Gorny is the firm with whom Chip Robertson,
2 Anthony Dewitt and Mary Winter are all
3 employed, correct?
4 A. I respectfully decline to answer
5 based on my privilege under the Fifth
6 Amendment.
7 Q. This is the same firm that employs
8 the lawyers who were present at your trailer
9 for meetings in March or April, or both, of
10 2006, which we talked about earlier in your
11 testimony.
12 MR. MALLETTTE:
13 Object to the form. Object on work
14 product.
15 A. I respectfully decline to answer
16 based on my privilege under the Fifth
17 Amendment.
18 MR. ROBIE:
19 Q. Well, my question does contain an
20 error. With the exception of Todd Graves,
21 the lawyers identified as attending the
22 meetings in your trailer, with the exception
23 of you and your son and Todd Graves, are all
24 employed by the Bartimus, Frickleton firm,
25 were they not?

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1 A. I respectfully decline to answer
2 based on my Fifth Amendment privilege.
3 Q. Is this document the fee agreement
4 between the Scruggs Law Firm and Bartimus
5 Frickleton and Graves Bartle for handling
6 the qui tam litigation?
7 A. I respectfully decline to answer
8 based on my privilege under the Fifth
9 Amendment.
10 Q. Had you already originated
11 representation of the Rigsbys in a qui tam
12 proceeding before the Bartimus Frickleton
13 firm was hired?
14 A. I respectfully decline to answer
15 based on my Fifth Amendment privilege.
16 Q. How much money had you already paid
17 the Rigsbys before Bartimus Frickleton was
18 hired to represent them in the qui tam case?
19 MR. MALLETTTE:
20 Object to the form. I object on
21 attorney/client work product grounds.
22 A. I respectfully decline to answer
23 based on my privilege under the Fifth
24 Amendment.
25 MR. ROBIE:

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1 Q. I'll direct your attention, please,
2 to Page 2 of the document. The last
3 paragraph in the second to the last sentence
4 once read, "The parties understand that SLF
5 had pledged some portion of its fees, if
6 any, recovered in this case to Scruggs
7 Katrina Group SKG."
8 In fact, had the Scruggs Law Firm
9 pledged some recoverable fees from the
10 qui tam case to the Scruggs Katrina Group?
11 A. I respectfully decline to answer
12 based on my Fifth Amendment privilege.
13 Q. Do you recognize the handwriting of
14 the person who wrote the change at the
15 bottom of this Page 2 of 4 on this document?
16 A. I respectfully decline to answer
17 based on my privilege under the Fifth
18 Amendment.
19 Q. For the record, this Exhibit 9 is a
20 document which we've marked as Scruggs
21 document SMPH1-000013. At Page 14 of that
22 document, there is a handwritten
23 interlineation in the agreement. Do you see
24 that?
25 A. I respectfully decline to answer

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1 based on my Fifth Amendment privilege.
2 Q. Do you recognize that handwriting as
3 the handwriting of Sid Backstrom?
4 A. I respectfully decline to answer
5 based on my privilege under the Fifth
6 Amendment.
7 Q. Did you authorize Sid Backstrom to
8 make this modification to the fee agreement
9 with the Bartimus Frickleton firm on behalf
10 of the Scruggs Law Firm?
11 A. I respectfully decline to answer
12 based on my Fifth Amendment privilege.
13 Q. The document, as modified, reads,
14 quote, "The parties understand that SLF had
15 discussed the sharing of fees, if any, from
16 this case, with other members of SKG to
17 account for their work in the case."
18 Do you see that?
19 A. I respectfully decline to answer
20 based on my Fifth Amendment privilege.
21 Q. Did I read it correctly, Mr.
22 Scruggs?
23 A. I respectfully decline to answer
24 based on my Fifth Amendment privilege.
25 Q. What discussions did the Scruggs Law

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1 Firm have with members of the Scruggs
2 Katrina Group about sharing fees earned in
3 the qui tam litigation?
4 MR. MALLETTTE:
5 I object on work product grounds.
6 A. I respectfully decline to answer
7 based on Fifth Amendment privilege.
8 MR. ROBIE:
9 Q. With which members of the Scruggs
10 Katrina Group did you have those
11 discussions?
12 MR. MALLETTTE:
13 Object on work product grounds.
14 A. I respectfully decline to answer
15 based on Fifth Amendment privilege.
16 MR. ROBIE:
17 Q. Other than work performed by members
18 of the Scruggs Law Firm, what members of the
19 SKG worked on the qui tam litigation?
20 MR. MALLETTTE:
21 I object on attorney/client
22 privilege and work product grounds.
23 A. I respectfully decline to answer
24 based on Fifth Amendment privilege.
25 MR. ROBIE:

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1 Q. Does the SKG have a lien on any
2 recovery in the qui tam lawsuit?
3 A. I respectfully decline to answer
4 based on my Fifth Amendment privilege.
5 Q. Does the Katrina Litigation Group,
6 SLG, have a lien on any recovery in the
7 qui tam litigation?
8 MR. MALLETTTE:
9 Object to the form.
10 MR. ROBIE:
11 Did I say SLG? I meant KLG. Let me
12 state it again.
13 Q. Does the Katrina Litigation Group,
14 sometimes called KLG, have a lien on any
15 recovery in the qui tam litigation?
16 A. I respectfully decline to answer
17 based on Fifth Amendment privilege.
18 Q. Have you agreed to defend or
19 indemnify or both the Rigsbys on any claim
20 by KLG for recovery of fees in the qui tam
21 litigation?
22 A. I respectfully decline to answer
23 based on my Fifth Amendment privilege.
24 Q. Let me break that down because I
25 think it was compound. Have you agreed to

1 defend the Rigsbys against any claims by KLG
 2 for recovery of fees?
 3 MR. DOOLEY:
 4 I object on attorney/client
 5 privilege grounds.
 6 MR. MALLETTTE:
 7 And I object to the form.
 8 A. I respectfully decline to answer
 9 based on my Fifth Amendment privilege.
 10 MR. ROBIE:
 11 Q. Have you agreed to indemnify the
 12 Rigsbys for any claims by KLG for recovery
 13 of fees in the qui tam litigation?
 14 MR. MALLETTTE:
 15 I object on attorney/client
 16 privilege grounds.
 17 A. I respectfully decline to answer
 18 based on my Fifth Amendment privilege.
 19 MR. ROBIE:
 20 Q. Have you agreed to indemnify or
 21 defend the Rigsbys for any claim by SKG, the
 22 Scruggs Katrina Group, for recovery of fees
 23 from the qui tam litigation?
 24 MR. MALLETTTE:
 25 Object to the form, and I object on

1 attorney/client privilege grounds.
 2 A. I respectfully decline to answer
 3 based on my Fifth Amendment privilege.
 4 MR. ROBIE:
 5 Q. Has the Scruggs Law Firm claimed
 6 entitlement to reimbursement for costs
 7 incurred in the McIntosh case?
 8 A. I respectfully decline to answer
 9 based on my Fifth Amendment privilege.
 10 Q. Has the Merlin Law Group agreed to
 11 reimburse Scruggs for costs incurred in the
 12 handling of the McIntosh case?
 13 MS. NICHOLSON:
 14 Objection. Work product,
 15 attorney/client privilege.
 16 A. I respectfully decline to answer
 17 based on my Fifth Amendment privilege.
 18 MR. ROBIE:
 19 Q. Has Mr. or Mrs. McIntosh agreed that
 20 they will be responsible for costs incurred
 21 by the Scruggs group prior to their
 22 withdrawal from the McIntosh case?
 23 MR. MALLETTTE:
 24 I object on attorney/client
 25 privilege and work product grounds.

1 MS. NICHOLSON:
 2 Join.
 3 A. I respectfully decline to answer
 4 based on my Fifth Amendment privilege.
 5 MR. ROBIE:
 6 Q. Have you delivered to the Merlin Law
 7 Group the laptop computers which you
 8 formerly furnished to the Rigsbys?
 9 MR. MALLETTTE:
 10 I object to the form. I object on
 11 attorney/client privilege and work product
 12 grounds.
 13 MS. NICHOLSON:
 14 Join.
 15 A. I respectfully decline to answer
 16 based on my Fifth Amendment privilege.
 17 MR. ROBIE:
 18 Q. You are aware, are you not, Mr.
 19 Scruggs, that both of the Rigsbys have
 20 testified under oath that you, your office,
 21 furnished them laptops for use, for their
 22 use while they were still working in State
 23 Farm's claims operations. Have you given
 24 those laptops to The Merlin Group for
 25 safekeeping?

1 MR. MALLETTTE:
 2 Object to the form. Object to
 3 attorney/client privilege and Work Product
 4 Doctrine grounds.
 5 MS. NICHOLSON:
 6 Join.
 7 A. I respectfully decline to answer
 8 based on my Fifth Amendment privilege.
 9 MR. ROBIE:
 10 Q. Did you review the data and
 11 documents on those laptops which you gave to
 12 the Rigsbys to use to see whether or not
 13 there are documents responsive to the
 14 court-ordered document production that you
 15 furnished us last week?
 16 MR. MALLETTTE:
 17 Object to the form.
 18 MR. DOOLEY:
 19 Object on work product grounds.
 20 A. I respectfully decline to answer
 21 based on my Fifth Amendment privilege.
 22 MR. ROBIE:
 23 Q. Is there anybody at the Scruggs Law
 24 Firm that has an inventory of the documents
 25 or data contained on those computers which

1 you gave to the Rigsbys to use while they
 2 were still working at State Farm claims
 3 offices?
 4 MR. MALLETTTE:
 5 Object to the form. I object on
 6 attorney/client privilege grounds and Work
 7 Product Doctrine grounds.
 8 MS. NICHOLSON:
 9 Join.
 10 A. I respectfully decline to answer
 11 based on my Fifth Amendment privilege.
 12 MR. ROBIE:
 13 Q. Have you asked the Merlin Law Group
 14 to give you an inventory of the material
 15 contained on those computers?
 16 MR. MALLETTTE:
 17 I object to the form. I object on
 18 attorney/client privilege and Work Product
 19 Doctrine grounds.
 20 MS. NICHOLSON:
 21 Join.
 22 A. And I respectfully decline to answer
 23 based on my Fifth Amendment privilege.
 24 MR. ROBIE:
 25 Q. Isn't it a fact, Mr. Scruggs, that

1 you also furnished both Kerri and Cori
 2 Riggsby with cell phones for their use while
 3 they were operating or working in State Farm
 4 claims offices?
 5 MR. MALLETTTE:
 6 Object on attorney/client privilege
 7 and work product grounds.
 8 A. And I decline to answer,
 9 respectfully, based on my Fifth Amendment
 10 privilege.
 11 MR. ROBIE:
 12 Q. Were those phones equipped with
 13 cameras?
 14 MR. MALLETTTE:
 15 Same objection.
 16 A. I respectfully decline to answer
 17 based on my Fifth Amendment privilege.
 18 MR. ROBIE:
 19 Q. Did they forward to you photographs
 20 that they took while working in a State Farm
 21 claims operation?
 22 MR. MALLETTTE:
 23 I object to the form. I object on
 24 attorney/client privilege and Work Product
 25 Doctrine grounds.

1 MS. NICHOLSON:
 2 Join.
 3 A. And I respectfully decline to answer
 4 based on my Fifth Amendment privilege.
 5 MR. ROBIE:
 6 Q. Who has the records of billings
 7 relating to those phones?
 8 MR. MALLETTTE:
 9 Object to the form, attorney/client
 10 privilege and Work Product Doctrine.
 11 MS. NICHOLSON:
 12 Join.
 13 A. And I respectfully decline to
 14 answer, sir, based on my Fifth Amendment
 15 privilege.
 16 MR. ROBIE:
 17 Q. Are those records still in this
 18 office today?
 19 MR. MALLETTTE:
 20 Same objection.
 21 MS. NICHOLSON:
 22 Join.
 23 A. And I respectfully decline to answer
 24 based on my Fifth Amendment privilege.
 25 MR. ROBIE:

1 Q. Have those records been turned over
 2 to the Merlin Law Group?
 3 MR. MALLETTTE:
 4 Same objection.
 5 MS. NICHOLSON:
 6 Same objection.
 7 A. And I respectfully decline to answer
 8 based on my Fifth Amendment privilege.
 9 MR. ROBIE:
 10 Q. Have the telephones, themselves,
 11 been turned over to the Merlin Law Group?
 12 MR. MALLETTTE:
 13 Object to the form. Object on
 14 attorney/client privilege and work product
 15 doctrine privilege.
 16 MS. NICHOLSON:
 17 Join.
 18 A. I respectfully decline to answer
 19 based on my Fifth Amendment privilege.
 20 MR. ROBIE:
 21 Q. Will you give us, please, the phone
 22 numbers for each of these phones?
 23 MR. MALLETTTE:
 24 I object to the form on
 25 attorney/client privilege grounds and Work

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1 Product Doctrine grounds.
2 MS. NICHOLSON:
3 Join.
4 A. And I respectfully decline to answer
5 based on my Fifth Amendment privilege.
6 MR. ROBIE:
7 Q. If we look again, please, at Exhibit
8 9, on that same page where we've been
9 looking at the handwriting, the last
10 sentence of the last paragraph reads, as a
11 result of the indictments, SKG has been
12 dissolved and replaced by the Katrina
13 Litigation Group, KLG, of which SLF, meaning
14 Scruggs Law Firm is not a current member.
15 Has the Scruggs Law Firm ever been a
16 member of the KLG?
17 A. I decline to answer, respectfully,
18 based on my Fifth Amendment privilege.
19 MR. ROBIE:
20 Q. It goes onto read, "It is the intent
21 of the parties to this agreement that SLF
22 shall remain a working member of the
23 litigation team in the clients' case but may
24 withdraw its official representation of the
25 clients during the pendency of the

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1 indictments."
2 Did you withdraw your official
3 representation of the Rigsbys in the qui tam
4 case during the pendency of the indictments?
5 A. I respectfully --
6 MR. DOOLEY:
7 Object on attorney/client privilege
8 grounds.
9 A. I respectfully decline to answer
10 based on my Fifth Amendment privilege.
11 MR. ROBIE:
12 Q. Did you file something in the
13 qui tam litigation reflecting an intent to
14 withdraw pending -- or during the pendency
15 of the indictments?
16 A. I respectfully decline to answer
17 based on my Fifth Amendment privilege.
18 Q. This document, Exhibit 9, on the
19 last page, continues to read, SLF, meaning
20 Scruggs Law Firm, continues to -- agrees to
21 continue to meet its obligations to the
22 clients in this case, and under this
23 agreement, during the pendency of the
24 indictment, should SLF determine that it
25 cannot meet its obligation to the clients

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1 and to the firms under this agreement, the
2 parties agree that the terms of the
3 agreement may be renegotiated.
4 Have the terms of this agreement
5 been renegotiated?
6 A. I respectfully decline to answer
7 based on my Fifth Amendment privilege.
8 Q. Has it been determined that the
9 Scruggs Law Firm cannot meet its obligation
10 to the Rigsbys under the term of this
11 agreement?
12 MR. DOOLEY:
13 Attorney/client.
14 MR. MALLETTTE:
15 I object on attorney/client
16 privilege and Work Product Doctrine grounds.
17 A. I respectfully decline to answer
18 based on my Fifth Amendment privilege.
19 MR. ROBIE:
20 Q. Did the fact of your felony
21 conviction disqualify you from meeting the
22 terms of this agreement?
23 MR. MALLETTTE:
24 I object to the form of the
25 question. I object as seeking a legal

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1 conclusion from the witness.
2 A. I respectfully decline to answer
3 based on my Fifth Amendment privilege.
4 MR. ROBIE:
5 Q. Have you made a determination that
6 the five years that you will spend in the
7 federal penitentiary will disable you from
8 meeting your obligations to the Rigsbys
9 under this agreement?
10 MR. MALLETTTE:
11 I object on work product grounds. I
12 object to the extent it seeks a legal
13 conclusion from the witness.
14 A. And I respectfully decline to answer
15 based on my Fifth Amendment privilege.
16 Q. Is it your present expectation that
17 you will continue to represent the Rigsbys
18 in the qui tam litigation while you are in
19 federal prison?
20 MR. MALLETTTE:
21 I object on work product grounds. I
22 withdraw that question. Your question is,
23 is it your present intention?
24 MR. ROBIE:
25 Yes.

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1 A. I respectfully decline to answer
2 based on my Fifth Amendment privilege.
3 MR. ROBIE:
4 Q. The document goes on to say that a
5 unanimous vote of the remaining firms shall
6 be required before other counsel or firms
7 are permitted to replace SLF, meaning the
8 Scruggs Law Firm, either on a temporary or
9 permanent basis.
10 Has there been a unanimous vote
11 taken and rendered?
12 A. I respectfully decline to answer
13 based on my Fifth Amendment privilege.
14 Q. Are there documents reflecting
15 follow-up agreements or modifications to
16 this agreement that you have not produced?
17 A. I respectfully decline to answer
18 based on my Fifth Amendment privilege.
19 Q. Did the Scruggs Law Firm maintain a
20 separate file relating to the qui tam
21 litigation or its relationship with the
22 Bartimus Frickleton firm from which this
23 document, Exhibit 9, was extracted?
24 MR. MALLETTTE:
25 I object on Work Product Doctrine

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1 grounds.
2 MR. DOOLEY:
3 I object to this whole line of
4 questioning is beyond the scope of this
5 deposition and beyond the scope of the
6 court's order.
7 A. And I respectfully decline to answer
8 based on my Fifth Amendment privilege.
9 MR. ROBIE:
10 Q. Do you currently have an interest in
11 the qui tam litigation?
12 A. I respectfully decline to answer
13 based on my Fifth Amendment privilege.
14 Q. Have you sought and obtained any
15 release from the Rigsbys of any obligation
16 that you believe they might owe you for your
17 work in that case?
18 MR. MALLETTTE:
19 I object on attorney/client
20 privilege and Work Product Doctrine grounds.
21 A. And I decline to answer,
22 respectfully, based on my Fifth Amendment
23 privilege.
24 MR. ROBIE:
25 Q. Have the Rigsbys agreed to be

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1 responsible, in whole or in part, for any
2 costs incurred in the prosecution of the
3 qui tam litigation?
4 MR. MALLETTTE:
5 I object on attorney/client
6 privilege and Work Product Doctrine grounds.
7 A. And I respectfully decline to answer
8 based on my Fifth Amendment privilege.
9 MR. ROBIE:
10 Q. Have the Rigsbys agreed to be
11 responsible in whole or in part for any
12 costs incurred in the prosecution of any
13 lawsuit?
14 MR. MALLETTTE:
15 I object again on attorney/client
16 privilege grounds, on Work Product Doctrine
17 grounds.
18 A. And I respectfully decline to answer
19 based on my Fifth Amendment privilege.
20 MR. ROBIE:
21 Q. Have the Rigsbys agreed to be
22 responsible in whole or in part for costs
23 incurred in the defense of any lawsuit?
24 MR. MALLETTTE:
25 Again, I object on attorney/client

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1 privilege and Work Product Doctrine grounds.
2 A. And I respectfully decline to answer
3 based on my Fifth Amendment privilege.
4 MR. ROBIE:
5 Q. Does the Scruggs Law Firm or Richard
6 Scruggs have any interest in any recovery in
7 the McIntosh case?
8 MS. NICHOLSON:
9 Objection. Work product,
10 attorney/client privilege.
11 MR. MALLETTTE:
12 Join the objection.
13 A. I respectfully decline to answer
14 based on my privilege under the Fifth
15 Amendment.
16 MR. ROBIE:
17 Let me show you a document which
18 we'll mark next in order, which I believe is
19 Number 10. It is a -- it's an e-mail from
20 Beth Jones, at the Scruggs firm, to Rey, at
21 CBS News, dated Wednesday, June 6, 2007, at
22 1:49 p.m. It bears our Scruggs document
23 numbers SMPD1-000567 through 612. I'll ask
24 you, Mr. Scruggs, to take a look at that
25 document, please.

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1 (Exhibit 10 was marked.)
2 MR. ROBIE:
3 Q. The document, which appears as the
4 second page of this exhibit, starting at
5 Number 568 through 611 -- 612 is, in fact,
6 the complaint, the First Amended Complaint
7 your office filed in Case Number 106CV433,
8 in the United States District Court of
9 Mississippi for the Southern District, is it
10 not?
11 A. I respectfully decline to answer
12 based on my Fifth Amendment privilege.
13 Q. This is the qui tam amended
14 complaint that you filed for the Rigsbys in
15 U.S. District Court in April of 2007, is it
16 not?
17 A. I respectfully decline to answer
18 based on my Fifth Amendment privilege.
19 Q. The document at Page 43 bears a
20 signature line for the Scruggs Law Firm. Do
21 you see that?
22 A. I respectfully decline to answer
23 based on my Fifth Amendment privilege.
24 Q. There's another signature line for
25 the Scruggs Law Firm at Page 44, under the

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1 heading, demand for jury trial. Do you see
2 that?
3 A. I respectfully decline to answer
4 based on my Fifth Amendment privilege.
5 Q. Did you sign this complaint?
6 A. I respectfully decline to answer
7 that based upon my Fifth Amendment
8 privilege.
9 Q. This complaint was filed in camera
10 and under seal, was it not?
11 A. I respectfully decline to answer
12 based upon my Fifth Amendment privilege.
13 Q. And you understood that in filing
14 this document, it was to be disclosed to no
15 one other than the United States of America,
16 the Rigsbys and their counsel, correct?
17 MR. MALLETTTE:
18 Object on attorney/client privilege
19 and work product grounds.
20 A. And I decline to answer based upon
21 my Fifth Amendment privilege.
22 MR. ROBIE:
23 Q. The first page of Exhibit 10 is an
24 e-mail sending this complaint, this First
25 Amended Complaint to CBS News; isn't that a

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1 fact?
2 A. I respectfully decline to answer
3 based on my Fifth Amendment privilege.
4 Q. Was it your custom and habit, Mr.
5 Scruggs, to release sealed court documents
6 to news agencies as part of your program to
7 prosecute litigation?
8 MR. MALLETTTE:
9 Object on work product grounds and
10 I'm going to object to the form.
11 MR. DOOLEY:
12 And add to the objection this is
13 beyond the scope of the deposition and order
14 of the court.
15 A. And I respectfully decline to answer
16 based on my Fifth Amendment privilege.
17 MR. ROBIE:
18 Q. Did you seek leave of court before
19 releasing this document to CBS?
20 A. I respectfully decline to answer
21 based on my Fifth Amendment privilege.
22 Q. You did obtain permission from the
23 Rigsbys, however, before releasing this to
24 CBS News, didn't you?
25 MR. MALLETTTE:

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1 Object to the form. Object on
2 attorney/client privilege and Work Product
3 Doctrine grounds.
4 A. And I respectfully decline to answer
5 based on my Fifth Amendment privilege.
6 MR. ROBIE:
7 Q. In fact, they instructed you to
8 release this document to CBS and other news
9 sources?
10 MR. MALLETTTE:
11 Object to the form. Object on
12 attorney/client privilege and Work Product
13 Doctrine grounds.
14 A. And I respectfully decline to answer
15 based on my Fifth Amendment privilege.
16 MR. ROBIE:
17 Q. I'll direct your attention, please,
18 to Page 9 of the complaint. I'm sorry. I
19 meant to move onto the next document before
20 we look at Page 9.
21 We'll mark as Exhibit 11 a document
22 dated August 7, 2006, which is an e-mail
23 from Beth Jones, of the Scruggs Law Firm, to
24 Joseph E. Rhee, R-h-e-e, of ABC News. It
25 bears our document number Scruggs

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1 SMPD1-000387 through 424.
2 (Exhibit 11 was marked.)
3 MR. ROBIE:
4 Q. Have you had a chance to look at
5 this document, Mr. Scruggs?
6 A. I respectfully decline to answer
7 based on my Fifth Amendment privilege.
8 Q. This is, in fact, a copy of the
9 final evidentiary disclosure which you
10 caused to be filed or your firm caused to be
11 filed in the United States District Court of
12 Mississippi for the Southern District in the
13 qui tam litigation, isn't it?
14 A. I respectfully decline to answer
15 based on my Fifth Amendment privileges.
16 Q. In fact, your office forwarded this
17 to ABC News at a time when the disclosure
18 was under seal and was not to be disclosed;
19 isn't that a fact?
20 MR. MALLETTTE:
21 Object to the form. Object on Work
22 Product Doctrine grounds.
23 A. And I respectfully decline to answer
24 based on my Fifth Amendment privilege.
25 MR. ROBIE:

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1 Q. You assisted in the preparation of
2 this disclosure?
3 MR. MALLETTTE:
4 Object on Work Product Doctrine
5 grounds.
6 A. And I respectfully decline to answer
7 based on my Fifth Amendment privilege.
8 MR. ROBIE:
9 Q. I'll direct your attention to Page 8
10 of this confidential disclosure document.
11 The last paragraph reads, "Relators are
12 aware of at least two specific instances
13 where defendant State Farm has engaged in
14 such behavior. Worse, State Farm, aware
15 that it has engaged in conduct that is false
16 and fraudulent, is taking extraordinary
17 steps to protect itself by shredding
18 documents and hiring document shredding
19 companies to dispose of documents at its
20 Mississippi offices. The examples that
21 follow are derived from relator's personal
22 knowledge."
23 We go to the next page. On Page 9,
24 you set out, in some detail, the fact that
25 FAEC prepared a report dated October 12,

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1 2005. Isn't that a fact?
2 MR. MALLETTTE:
3 Object to the form of the question
4 and I object on Work Product Doctrine
5 grounds.
6 A. And I respectfully decline to answer
7 based on my Fifth Amendment privilege.
8 MR. ROBIE:
9 Q. The disclosure then purports to set
10 out the conclusion section from the October
11 12, 2005 Forensic Analysis engineering
12 report, which we've marked as Exhibit 3 at
13 this deposition. Isn't that a fact?
14 A. I respectfully decline to answer
15 based on my Fifth Amendment privilege.
16 Q. After setting out those conclusions,
17 the document says, quote, "This report never
18 became part of the permanent record of the
19 McIntosh claim because it was recognized as
20 contrary to the direction given to State
21 Farm adjusters."
22 Isn't that what it says?
23 A. I respectfully decline to answer
24 based on my Fifth Amendment privilege.
25 Q. The next line says, quote, on

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1 information and belief, Alexis Lecky King, a
2 State Farm Insurance supervising adjuster
3 and State Farm guru, State Farm's guru on
4 flood insurance, wrote the following note on
5 the report, quote, put in wind file. Do not
6 pay bill. Do not discuss. A copy of that
7 note is shown below.
8 Do you see that?
9 MR. MALLETTTE:
10 I object as beyond the scope of the
11 deposition.
12 A. And I respectfully decline to answer
13 based on my Fifth Amendment privilege.
14 MR. ROBIE:
15 Q. Can you tell us, Mr. Scruggs, how it
16 is that you could state categorically that
17 the report never became part of the record
18 of the McIntosh claim file at State Farm?
19 MR. MALLETTTE:
20 Object to the form. Object on
21 attorney/client privilege and Work Product
22 Doctrine grounds.
23 MS. NICHOLSON:
24 Join.
25 A. And I respectfully decline to answer

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1 based on Fifth Amendment privilege.
2 MR. ROBIE:
3 Q. And why is it that you couldn't
4 state categorically that Lecky King was the
5 person who wrote the note and, instead, had
6 to appropriately make that allegation based
7 on information and belief?
8 MR. MALLETTTE:
9 Object to the form. Object on
10 attorney/client privilege and Work Product
11 Doctrine grounds.
12 MS. NICHOLSON:
13 Join.
14 A. And I respectfully decline to answer
15 based on my Fifth Amendment privilege.
16 Q. If you look at the Certificate of
17 Service on this document, which is Page 34
18 or document labeled Number 424, you will see
19 that the disclosure statement was served on
20 April 24th, 2006. Did I read that
21 correctly?
22 A. I respectfully decline to answer
23 based on my Fifth Amendment privilege.
24 Q. Mr. Scruggs, I ask you to assume and
25 I represent to you that State Farm did not

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1 respond to any subpoena from Attorney
2 General Hood seeking documents until mid to
3 late May, nearly a month after this
4 disclosure statement went out. How is it
5 that you could say, under penalty of
6 perjury, that State Farm did not have that
7 document in its file?
8 MR. MALLETTTE:
9 Object to the form --
10 MR. ROBIE:
11 Q. Unless you knew that the Rigsbys had
12 taken it and removed it from that file?
13 MR. MALLETTTE:
14 Object to the form. Object to
15 attorney/client privilege and Work Product
16 Doctrine.
17 MS. NICHOLSON:
18 Join.
19 A. And I respectfully decline to answer
20 based on Fifth Amendment privilege.
21 MR. ROBIE:
22 Q. Because there is no way that State
23 Farm was ever compelled to answer the
24 question, do you have that document, until
25 nearly a month after you made this statement

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1 in a public filing that the document was not
2 in its files. Isn't that a fact?
3 MR. MALLETTTE:
4 Same objection.
5 MS. NICHOLSON:
6 Join.
7 A. And I respectfully decline to answer
8 based on my Fifth Amendment privilege.
9 MR. ROBIE:
10 Q. And the truth is, the only way you
11 could make that statement factually is
12 because you knew the document had been
13 stolen and wouldn't be located in State
14 Farm's files; isn't that a fact?
15 MR. MALLETTTE:
16 Objection to form on attorney/client
17 privilege, Work Product Doctrine grounds.
18 MS. NICHOLSON:
19 Join.
20 A. And I respectfully decline to answer
21 based on my Fifth Amendment privilege.
22 MR. ROBIE:
23 Q. Did you also tell General Hood in
24 April that State Farm would never be able to
25 produce the documents because your insiders

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1 had stolen it?
2 MR. MALLETTTE:
3 Object to form. Object on
4 attorney/client privilege and Work Product
5 Doctrine grounds.
6 MS. NICHOLSON:
7 Join.
8 MR. MALLETTTE:
9 And beyond the scope of this
10 deposition.
11 MS. NICHOLSON:
12 Join, also.
13 A. And I respectfully decline to answer
14 it based upon my Fifth Amendment privilege.
15 MR. ROBIE:
16 Q. Let's look at this document which
17 we'll mark as Exhibit 12. It's an e-mail
18 dated June 6, 2007, from Beth Jones at the
19 Scruggs Law Firm.
20 (Exhibit 12 was marked.)
21 MR. ROBIE:
22 Q. This is a document dated June 6th,
23 2007, to Rey@CBSNews.com. It bears Scruggs
24 identification number SMPH1-001744. Do you
25 see that?

1 A. I respectfully decline to answer
2 based upon my Fifth Amendment privilege.

3 Q. This is another document which you
4 produced to us this week. It appears to be
5 an e-mail sending the false claim amended
6 complaint, just as Exhibit 10 had done, but
7 it includes in that e-mail a PDF of the
8 Renfroe code of conduct. Do you see that?

9 MR. MALLETTTE:

10 Object to the form of the question.

11 A. I respectfully decline to answer
12 based on my Fifth Amendment privilege.

13 MR. ROBIE:

14 Q. Beth Jones is your personal
15 assistant?

16 A. I respectfully decline to answer
17 based on my Fifth Amendment privilege.

18 Q. You instructed Beth Jones to send
19 the False Claim Act First Amended Complaint
20 and the Renfroe code of conduct to CBS News
21 on or about June 6th, 2007, didn't you?

22 MR. MALLETTTE:

23 I object on work product grounds.

24 A. Had you finished your question?

25 MR. ROBIE:

1 Q. I have.

2 A. I respectfully decline to answer
3 based on my Fifth Amendment privilege.

4 Q. Did you discuss the contents of
5 either the disclosure or the amended
6 complaint with anybody at CBS News?

7 A. I respectfully decline to answer
8 based on my Fifth Amendment privilege.

9 Q. Did you also send the documents to
10 Joe Rhee on or about June 6th, 2007?

11 A. I respectfully decline to answer
12 based on my Fifth Amendment privilege.

13 MR. MALLETTTE:

14 I object to the form of the
15 question.

16 MR. ROBIE:

17 Q. Isn't it a fact, Mr. Scruggs, that
18 you refused to disclose the amended
19 complaint in the False Claim Act case, the
20 qui tam case, to State Farm on the basis
21 that it was sealed, yet, you had already
22 produced that document for CBS News?

23 MR. MALLETTTE:

24 I object to the form of the
25 question. I object on work product grounds.

1 A. And I respectfully decline to answer
2 based on my Fifth Amendment privilege.

3 MR. ROBIE:

4 Q. Did you obtain permission from the
5 United States attorney, Don Lampton, to
6 disclose that pleading to CBS News?

7 MR. MALLETTTE:

8 Object on work product grounds.

9 A. And I respectfully decline to answer
10 based on my Fifth Amendment privilege.

11 MR. ROBIE:

12 We'll mark as next in order Exhibit
13 13.

14 THE WITNESS:

15 Mr. Robie, when you finish this
16 line, could we take a break for a second?

17 MR. ROBIE:

18 At your leisure.

19 MR. DOOLEY:

20 Why don't we take a break now, since
21 we're at an exhibit.

22 (Off the record.)

23 (Exhibit 13 was marked.)

24 MR. ROBIE:

25 I'll show you what we'll mark as

1 Exhibit 13. It's two pages, both consisting
2 of e-mails to Joseph Rhee at ABC. The first
3 page is document Scruggs Identification
4 Number SMPD1-000387, and the second page is
5 000367.

6 MR. MALLETTTE:

7 Are they attached to each other
8 because that's the way you want to present
9 them as an exhibit?

10 MR. ROBIE:

11 It's because I believe they're two
12 communications to Joe Rhee on the same day.

13 Q. The first page of this document, Mr.
14 Scruggs, is a transmittal from Beth Jones to
15 Joe Rhee attaching the final evidentiary
16 disclosure in PDF format, is it not?

17 A. I respectfully decline to answer
18 based on my Fifth Amendment privilege.

19 Q. That evidentiary disclosure in PDF
20 format we have previously identified as
21 Exhibit 11, correct?

22 MR. MALLETTTE:

23 We have identified a disclosure.

24 MR. ROBIE:

25 For the record, Exhibit 11 is the

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1 same face sheet e-mail as Exhibit 13. The
2 only difference is that Exhibit 11 follows
3 in sequential order all the way up through
4 document number 1744, which is the complete
5 disclosure statement. Did I misread that?
6 I did misread that. It goes up to document
7 Number 424.
8 Q. The same day, Mr. Scruggs, your
9 assistant, Beth Jones, also sent to Joe
10 Rhee, at 2:46 p.m., some other reports,
11 didn't she?
12 A. I respectfully decline to answer
13 based on my Fifth Amendment privilege.
14 Q. If we look at the second page of
15 Exhibit 11, we see that at 2:35 p.m., on
16 August 7th, Beth Jones sent engineering
17 reports to Joe Rhee with the notation,
18 quote, "Mr. Scruggs asked that I send you
19 these reports. Thanks, Beth."
20 Did I read that right?
21 A. I respectfully decline to answer
22 based on my Fifth Amendment privilege.
23 Q. In fact, Beth sent those reports
24 pursuant to your request; isn't that a fact?
25 MR. MALLETTTE:

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1 Object to the form. Object on
2 attorney/client and work product privilege
3 grounds.
4 A. And I respectfully decline to answer
5 based on my Fifth Amendment privilege.
6 MR. ROBIE:
7 Q. This e-mail which you produced last
8 week pursuant to court order is, in fact, a
9 document that was created in the regular
10 course of the Scruggs Law Firm's business
11 and has been maintained as a business
12 record, isn't it?
13 MR. MALLETTTE:
14 Object to the form. Object on Work
15 Product Doctrine grounds.
16 MS. NICHOLSON:
17 Join.
18 A. And I respectfully decline to answer
19 based on my Fifth Amendment privilege.
20 MR. ROBIE:
21 Q. Beth Jones also e-mailed to Mr. Rhee
22 that same day a note saying -- this is at
23 3:46 p.m. -- "Mr. Scruggs wanted me to let
24 you know that this information is not the
25 information that is under seal." Do you see

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1 that?
2 A. I respectfully decline to answer
3 based on my Fifth Amendment privilege.
4 Q. Did you have an agreement with Joe
5 Rhee at ABC and someone named Rey at CBS
6 that you would furnish them confidential
7 information under seal?
8 MR. MALLETTTE:
9 Object to the form.
10 A. I respectfully decline to answer
11 based on my Fifth Amendment privilege.
12 MR. ROBIE:
13 Q. How many other news media contacts
14 did you send these in camera, under seal
15 documents to?
16 MR. MALLETTTE:
17 Object to the form.
18 A. I respectfully decline to answer
19 based on my Fifth Amendment privilege.
20 MR. ROBIE:
21 Q. You didn't restrict the
22 dissemination of this information by anybody
23 in your firm, did you?
24 MR. MALLETTTE:
25 Object to the form. By anyone in

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1 your firm, I object on Work Product Doctrine
2 grounds, as well.
3 MR. ROBIE:
4 We'll mark as Exhibit 14 a set of
5 handwritten notes which Brian Ford has
6 authenticated as his notes.
7 (Exhibit 14 was marked.)
8 MR. ROBIE:
9 Q. You know Brian Ford, don't you, Mr.
10 Scruggs?
11 A. I respectfully decline to answer
12 based on my Fifth Amendment privilege.
13 Q. How many times did you meet with
14 Brian Ford?
15 MS. NICHOLSON:
16 Objection, work product,
17 attorney/client privilege.
18 A. I respectfully decline to answer
19 based on my Fifth Amendment privilege.
20 MR. ROBIE:
21 Q. You went to Brian Ford's home in
22 Georgia and met with him?
23 MS. NICHOLSON:
24 Objection, work product,
25 attorney/client privilege.

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1 A. I respectfully decline to answer
2 based on my Fifth Amendment privilege.
3 MR. ROBIE:
4 Q. You have never represented Brian
5 Ford as an attorney, have you?
6 A. I respectfully decline to answer
7 based on my Fifth Amendment privilege.
8 Q. You agreed to pay Brian Ford \$10,000
9 a month to serve as a consultant to your
10 firm and SKG, didn't you?
11 MS. NICHOLSON:
12 Objection, work product.
13 MR. MALLETTTE:
14 Objection to the form.
15 A. I respectfully decline to answer
16 based on my Fifth Amendment privilege.
17 MR. ROBIE:
18 Q. You met with Brian Ford, along with
19 Derek Wyatt and an investigator named
20 Versaga?
21 MR. MALLETTTE:
22 Object on work product grounds.
23 MS. NICHOLSON:
24 Join.
25 A. You made a statement. I didn't know

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1 it was a question. I'm sorry. Is that a
2 question?
3 MR. ROBIE:
4 Q. You met with Brian Ford, along with
5 Derek Wyatt and an investigator named
6 Versaga, I believe is his name, did you not?
7 MR. MALLETTTE:
8 Object on work product grounds.
9 MS. NICHOLSON:
10 Join.
11 A. And I respectfully decline to answer
12 based on my Fifth Amendment privilege.
13 MR. ROBIE:
14 Q. Brian Ford, you knew, was the
15 engineer who authored the October 12, 2005
16 Forensic Analysis engineering report on the
17 McIntosh property, correct?
18 MR. MALLETTTE:
19 Object on Work Product Doctrine
20 grounds.
21 MS. NICHOLSON:
22 Join.
23 A. And I decline respectfully to answer
24 based on my Fifth Amendment privilege.
25 MR. ROBIE:

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1 Q. Isn't it a fact that you tried to
2 convince Mr. Ford to work for the Scruggs
3 Law Firm and to provide testimony
4 unfavorable to insurance companies?
5 MR. MALLETTTE:
6 Object to the form.
7 MS. NICHOLSON:
8 And object to the form and object on
9 work product grounds.
10 A. And I respectfully decline to answer
11 based on Fifth Amendment privilege.
12 MR. ROBIE:
13 Q. And the Scruggs Katrina Group
14 authorized you and Derek Wyatt to try to
15 make the arrangements to bring Mr. Ford in
16 as a consultant?
17 MR. MALLETTTE:
18 Object on Work Product Doctrine
19 grounds and attorney/client privilege.
20 MS. NICHOLSON:
21 Join and object to the form.
22 A. And I respectfully decline to answer
23 based on my Fifth Amendment privilege.
24 MR. ROBIE:
25 Q. Are you aware that Brian Ford has

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1 testified that the follow-up Forensic
2 Analysis engineering report, dated October
3 20th, 2005, is more accurate than the
4 original report which the Rigsbys took from
5 State Farm's files?
6 MR. MALLETTTE:
7 Object to the form and object to
8 Work Product Doctrine and attorney/client
9 privilege grounds.
10 MS. NICHOLSON:
11 Join.
12 A. And I respectfully decline to answer
13 based on my Fifth Amendment privilege.
14 MR. ROBIE:
15 Q. How much did you actually pay Brian
16 Ford while he was working as a consultant?
17 MR. MALLETTTE:
18 Object to the form. Object on
19 attorney/client privilege -- object on Work
20 Product Doctrine grounds.
21 MS. NICHOLSON:
22 Join.
23 A. And I respectfully decline to answer
24 based on my Fifth Amendment privilege.
25 MR. ROBIE:

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1 Let me mark as Exhibit 15 an e-mail
2 from Brian Ford, to Derek Wyatt, dated
3 October 25, 2006. It will be Exhibit 15.
4 (Exhibit 15 was marked.)
5 MR. ROBIE:
6 Q. Isn't it fact, Mr. Scruggs, that Mr.
7 McIntosh told you, when you first contacted
8 him, that he was happy with State Farm's
9 handling of his claim?
10 MR. MALLETTTE:
11 I object on attorney/client
12 privilege and Work Product Doctrine grounds.
13 MS. NICHOLSON:
14 Join.
15 A. And I respectfully decline to answer
16 based on my Fifth Amendment privilege.
17 Q. Isn't it a fact that Mr. McIntosh,
18 Thomas McIntosh made it clear to you that he
19 was not unhappy with State Farm and wanted
20 nothing to do with your efforts to create a
21 television exposé on 20/20 news?
22 MR. MALLETTTE:
23 I object on attorney/client
24 privilege and Work Product Doctrine grounds.
25 MS. NICHOLSON:

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1 I join, and also object on the basis
2 that this is in excess of the limited scope
3 of this deposition.
4 A. And I respectfully decline to answer
5 based on my Fifth Amendment privilege.
6 MR. ROBIE:
7 Q. The Exhibit 15 that I've placed in
8 front of you is a two pages of e-mail. I
9 direct your attention, please, to the note
10 at the bottom of Page 1, from Brian Ford, to
11 Derek Wyatt, which reads, "Derek, Courtney
12 Schloemer of the Mississippi Attorney
13 General's office called me to tell me she
14 discussed strategy with you regarding my
15 participation in the criminal and civil
16 cases. What is your understanding of where
17 we go from here?"
18 Do you see that?
19 A. I respectfully decline to answer
20 based on my Fifth Amendment privilege.
21 Q. In fact, Derek Wyatt, on behalf of
22 SKG, was coordinating the prosecution of the
23 civil cases in conjunction with an agreed
24 strategy worked out with Courtney Schloemer
25 of the Attorney General's office; isn't that

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1 correct?
2 MR. MALLETTTE:
3 I object on work product grounds and
4 beyond the scope of this deposition.
5 MS. NICHOLSON:
6 Join.
7 A. And I respectfully decline to answer
8 based on my Fifth Amendment privilege.
9 MR. ROBIE:
10 Q. Well, isn't it a fact, Mr. Scruggs,
11 that you and Attorney General Hood engaged
12 in a joint program to exert improper
13 criminal charges against State Farm in order
14 to extract civil settlements from my client?
15 MR. MALLETTTE:
16 I object to the form of the
17 question. I object to the question as
18 harassing and insulting to the client. I
19 object as beyond the scope of the deposition
20 and I object on work product grounds.
21 MS. NICHOLSON:
22 Join.
23 A. And I respectfully decline to answer
24 based on my Fifth Amendment privilege.
25 MR. ROBIE:

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1 Let's look at Exhibit 16, which is
2 May 22nd, 2006 e-mail from Brian Ford to
3 Charlene Bosarge at the Scruggs firm.
4 (Exhibit 16 was marked.)
5 MR. ROBIE:
6 Q. Mr. Scruggs, Charlene Bosarge is a
7 long-term employee of the Scruggs firm who,
8 in fact, is sitting at the reception desk in
9 this office as we speak, isn't she?
10 A. I respectfully decline to answer
11 based on my Fifth Amendment privilege.
12 Q. This is a letter to you, from Brian
13 Ford, which was e-mailed to your office on
14 May 22nd, 2006?
15 A. I respectfully decline to answer
16 based on my Fifth Amendment privilege.
17 Q. This letter sets out the terms under
18 which you had proposed to hire Mr. Ford as a
19 consultant in the prosecution of Katrina
20 lawsuits?
21 MR. MALLETTTE:
22 Object to the form. Object on work
23 product grounds.
24 MS. NICHOLSON:
25 Join.

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1 A. And I respectfully decline to answer
2 based on my Fifth Amendment privilege.
3 MR. ROBIE:
4 Q. Isn't it a fact that you agreed to
5 indemnify Mr. Ford and his family for
6 participating in those cases by providing
7 legal representation and reimbursement of
8 any financial losses he might incur?
9 MR. MALLETTTE:
10 Object to the form.
11 MS. NICHOLSON:
12 Join. Object on work product.
13 A. And I respectfully decline based on
14 my Fifth Amendment privilege.
15 MR. ROBIE:
16 Q. You also agreed, did you not, to
17 reimburse him for any and all expenses he
18 incurred in support of these cases?
19 MR. MALLETTTE:
20 Object to the form. Object on work
21 product grounds.
22 MS. NICHOLSON:
23 Join.
24 A. And I respectfully decline to answer
25 based on my Fifth Amendment privilege.

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1 MR. ROBIE:
2 Q. You also agreed to pay him a
3 retainer in the amount of \$10,000 a month,
4 for a minimum of 12 months, effective May
5 20th, 2006, did you not?
6 MR. MALLETTTE:
7 Object to the form and on Work
8 Product Doctrine grounds.
9 MS. NICHOLSON:
10 Join.
11 A. And I respectfully decline to answer
12 based on my Fifth Amendment privilege.
13 MR. ROBIE:
14 Q. Can you tell us, please, how much in
15 total dollars you paid to Brian Ford to
16 serve as a consultant?
17 MR. MALLETTTE:
18 Object to the form.
19 MS. NICHOLSON:
20 Join.
21 A. And I respectfully decline to answer
22 based on my Fifth Amendment privilege.
23 MR. ROBIE:
24 Q. Have you produced all of the
25 documents maintained by the Scruggs Law Firm

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1 that constitute communications with Brian
2 Ford?
3 A. I respectfully decline to answer
4 based on my Fifth Amendment privilege.
5 Q. Isn't it a fact that you utilized
6 Mr. Ford as a consultant until such time as
7 he testified that his original report on the
8 McIntosh property was not complete?
9 MR. MALLETTTE:
10 Object to the form and object on
11 Work Product Doctrine grounds.
12 MS. NICHOLSON:
13 Join.
14 A. And I respectfully decline, based on
15 -- to answer based on my Fifth Amendment
16 privilege.
17 MR. ROBIE:
18 Q. How much time did you spend in the
19 spring of 2006, say, the first three months
20 of 2006, working with newspaper and
21 television reporters to generate interest in
22 the Katrina litigation?
23 MR. MALLETTTE:
24 Object to the form and object on
25 work product grounds.

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1 MS. NICHOLSON:
2 Join.
3 MR. DOOLEY:
4 I object as this is beyond the scope
5 of the deposition ordered by the court.
6 A. And I respectfully decline to answer
7 based on my Fifth Amendment privilege.
8 MR. ROBIE:
9 Let me show you a document which
10 we'll mark as 17, I think.
11 (Exhibit 17 was marked.)
12 MR. ROBIE:
13 Q. It's an e-mail which is dated August
14 10, 2006, from Beth Jones to Joe Rhee, Re:
15 Brian Ford, and bears our Scruggs document
16 number SMPD1-000481.
17 In fact, Mr. Scruggs, you did try to
18 convince Brian Ford to cooperate with Joe
19 Rhee in presenting material on the 20/20
20 broadcast, did you not?
21 MR. MALLETTTE:
22 Object on work product grounds.
23 MS. NICHOLSON:
24 Join.
25 A. And I respectfully decline to answer

1 based on my Fifth Amendment privilege.
 2 MR. ROBIE:
 3 Q. You were not successful in getting
 4 Brian Ford to assist Joe Rhee in presenting
 5 material in that 20/20 broadcast, correct?
 6 MR. MALLETTTE:
 7 Object on Work Product Doctrine
 8 grounds.
 9 MS. NICHOLSON:
 10 Join, and also object to the form.
 11 A. And I respectfully decline to answer
 12 based on my Fifth Amendment privilege.
 13 MR. ROBIE:
 14 Q. You also attempted to convince
 15 Thomas McIntosh to cooperate with Joe Rhee
 16 in putting together the 20/20 news
 17 broadcast, did you not?
 18 MR. MALLETTTE:
 19 I object on attorney/client
 20 privilege, Work Product Doctrine and object
 21 to the form.
 22 MS. NICHOLSON:
 23 Join.
 24 A. And I respectfully decline to answer
 25 based on the Fifth Amendment privilege.

1 MR. ROBIE:
 2 Q. And Thomas McIntosh refused to
 3 participate or even allow his name to be
 4 used in that 20/20 presentation; isn't that
 5 correct?
 6 MR. MALLETTTE:
 7 Object to the form. I object based
 8 on attorney/client privilege and I object
 9 based on Work Product Doctrine.
 10 MS. NICHOLSON:
 11 Join.
 12 A. And I respectfully decline to answer
 13 based on my Fifth Amendment privilege.
 14 MR. ROBIE:
 15 Let me show you a document which
 16 we'll mark as Exhibit 18.
 17 (Exhibit 18 was marked.)
 18 MR. ROBIE:
 19 Q. It's an e-mail from Beth Jones to
 20 Charlene Bosarge, dated August 14, 2006. It
 21 bears our Scruggs document number
 22 SMPD1-000029.
 23 MR. MALLETTTE:
 24 And for the record, I object to the
 25 inclusion of this in the record. As we had

1 one yesterday, I believe this is an
 2 inadvertent disclosure because it looks to
 3 me like it is a document wholly within the
 4 Scruggs Law Firm and should not have been
 5 disclosed.
 6 MS. NICHOLSON:
 7 I join in that objection.
 8 A. And I'll respectfully decline to
 9 answer based on my Fifth Amendment rights.
 10 MR. ROBIE:
 11 Q. Is this a list of the newspaper and
 12 media reporters that you were in contact
 13 with?
 14 MR. MALLETTTE:
 15 Based on the same objection I just
 16 made, I would ask for the return of the
 17 document, and I would instruct the witness
 18 not to answer questions about the document
 19 unless an order requiring it to be turned
 20 over or not allowing the return of the
 21 inadvertent disclosure is entered.
 22 MR. ROBIE:
 23 I think since you've already put the
 24 document under seal, you can include that as
 25 part of your motion because I disagree with

1 your position.
 2 MR. WEBB:
 3 Are you designating this document
 4 and this portion of the transcript
 5 confidential along the protective orders?
 6 MR. MALLETTTE:
 7 I am.
 8 MR. WEBB:
 9 We can operate on the same lines we
 10 did yesterday, then.
 11 MR. ROBIE:
 12 Let me show you a document which
 13 we'll mark as Exhibit 19. It's an August
 14 21, 2006 e-mail from Michael Kunzelman to
 15 Beth Jones.
 16 (Exhibit 19 was marked.)
 17 MR. ROBIE:
 18 Q. This is a request -- incidentally,
 19 it bears our Scruggs document identification
 20 number SMPD1-000078. This is a request from
 21 Michael Kunzelman, of the AP news
 22 organization, to provide AP television
 23 producer Rich Matthews some documents that
 24 he can use to accompany his piece.
 25 Did you furnish him documents to use

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1 in his piece?
2 MR. MALLETTTE:
3 Object to the form and object on
4 work product grounds.
5 A. And I respectfully decline to answer
6 based on my Fifth Amendment privilege.
7 MR. ROBIE:
8 Q. The description of what Mr. Matthews
9 was looking for is, quote, a handful of
10 reports for a line where I can say
11 something, like, the sisters stayed up all
12 night printing documents like these,
13 documents they say showed State Farm cheated
14 customers out of millions of dollars. Look
15 closely at this report filed by one engineer
16 who says 80 percent wind damage. Now look
17 at a second report for the same house,
18 50/50, and a third one -- or and finally a
19 third one, blah, blah, blah, you get the
20 point.
21 Did you send him documents that met
22 that script?
23 MR. MALLETTTE:
24 Object to the form of the question.
25 Object on Work Product Doctrine grounds.

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1 A. And I respectfully decline to answer
2 based on my Fifth Amendment privilege.
3 MR. ROBIE:
4 Let me show you a document we'll
5 mark as Exhibit 20.
6 (Exhibit 20 was marked.)
7 MR. ROBIE:
8 Q. It's an e-mail dated August 17, from
9 Joe Rhee to Beth Jones. This bears our
10 Scruggs document identification number
11 SMPD1-000379 and says, in substance, in the
12 middle of the page -- this is from Beth
13 Jones to Joe Rhee, quote, "Dick asked that I
14 contact you. Mike Kunzelman, with the
15 Associated Press, is going to be calling you
16 to coordinate the stories you are working
17 on. Dick said that Mike knows the rules and
18 instead of Dick being the middleman, he
19 wanted you two to speak directly so that you
20 can give Mike the time line. If you have
21 any questions, please call me. Mike
22 Kunzelman's number is..." and he sets out
23 the number.
24 In fact, Mr. Scruggs, you
25 coordinated with Mike Kunzelman and Joe Rhee

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1 the release of the 20/20 story and its
2 subsequent publication in the AP press, did
3 you not?
4 MR. MALLETTTE:
5 Object to the form. Object on work
6 product grounds.
7 MS. NICHOLSON:
8 Join.
9 A. And I respectfully decline to answer
10 based on my Fifth Amendment privilege.
11 MR. ROBIE:
12 Q. And, in fact, you would only work
13 with Mike Kunzelman on condition that he
14 keep the story under wraps until 20/20 had
15 broadcast its presentation; isn't that a
16 fact?
17 MR. MALLETTTE:
18 Object to the form and object on
19 Work Product Doctrine grounds.
20 MS. NICHOLSON:
21 Join.
22 A. And I respectfully decline to answer
23 based on my Fifth Amendment privilege.
24 MR. ROBIE:
25 Q. Have you produced all of the

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1 documents responsive to Request Number 5,
2 which was ordered to be produced by Judge
3 Senter?
4 MR. MALLETTTE:
5 Can you read the request, please?
6 MR. ROBIE:
7 Q. The Scruggses were ordered to
8 produce documents evidencing communication
9 with the media leading up to and including
10 -- including or in any way related to the
11 August 2006 20/20 broadcast and all
12 documents which the Scruggses provided to
13 the media in connection with that
14 investigation/broadcast.
15 A. I respectfully decline to answer
16 based on my Fifth Amendment privilege.
17 Q. Is there any person that you can
18 identify, Mr. Scruggs, that could verify
19 that you have faithfully complied with that
20 court order?
21 MR. MALLETTTE:
22 Object to the form of the question.
23 A. I respectfully decline to answer
24 based on my Fifth Amendment privilege.
25 Q. Who can substantiate that you have

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1 searched your records and produced all of
2 the documents in your possession, custody or
3 control that are responsive to Request
4 Number 5?
5 MR. MALLETTTE:
6 Object to the form.
7 A. I respectfully decline to answer
8 based on my Fifth Amendment privilege.
9 MR. ROBIE:
10 Q. Have you produced all of the
11 documents responsive to Request Number 9 of
12 the court-ordered production?
13 MR. MALLETTTE:
14 And, Jim, for the record, if you
15 could, read those, as modified by the court.
16 MR. ROBIE:
17 That reads, "That includes all
18 documents concerning communications between
19 the Scruggses and Brian Ford, the engineer
20 who prepared the October 5, 2005 engineering
21 report for the McIntosh property."
22 Have you complied with that request?
23 A. I respectfully decline to answer
24 based on my Fifth Amendment privilege.
25 Q. And you can't tell me what efforts

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1 you made to see to it those documents were
2 gathered and produced?
3 MR. MALLETTTE:
4 Object to the form.
5 A. I respectfully decline to answer it
6 based on my Fifth Amendment privilege.
7 MR. ROBIE:
8 Q. Well, in plain and simple terms,
9 please tell me every effort you took to
10 determine that all of the documents
11 responsive to Request Number 9 were gathered
12 and produced.
13 A. I respectfully decline to answer
14 your question based on my Fifth Amendment
15 privilege.
16 Q. Request Number 10 required
17 production of documents concerning
18 communications in any way related to the
19 Rigsbys or the McIntosh claims. Please tell
20 me what efforts you made to see to it that
21 all documents responsive to that request
22 have been gathered and produced.
23 MR. MALLETTTE:
24 Object to the form. And before he
25 answers, may I take a look at my copy of the

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1 judge's order?
2 MR. ROBIE:
3 Please. By all means.
4 MR. MALLETTTE:
5 Go ahead and ask your question
6 again. I'm sorry.
7 MR. ROBIE:
8 Q. Please tell me what efforts you made
9 to insure that all documents responsive to
10 Request Number 10 were gathered and produced
11 in accordance with the court order.
12 A. I respectfully decline to answer
13 your question based on my Fifth Amendment
14 privilege.
15 Q. Request Number 11 required you to
16 produce all documents concerning
17 communications between the Scruggses and any
18 person employed by any media outlet
19 concerning -- that are in any way related to
20 the Rigsbys or to the McIntosh claim.
21 Please tell me what you did to insure that
22 all such documents have been gathered and
23 produced.
24 MR. MALLETTTE:
25 Object to the form.

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1 A. I respectfully decline to answer
2 your question based on my Fifth Amendment
3 privilege.
4 MR. ROBIE:
5 Q. In fact, you won't tell me that you
6 were involved in any way, shape or form in
7 gathering documents responsive to any of
8 these court-ordered requests, are you? Or
9 will you?
10 MR. MALLETTTE:
11 Object to the form.
12 A. I respectfully decline to answer
13 your question based on my Fifth Amendment
14 privilege.
15 MR. ROBIE:
16 Q. Please tell me any documents that
17 you believe have been withheld under a claim
18 of privilege.
19 A. I respectfully decline to answer
20 your question based on my Fifth Amendment
21 privilege.
22 Q. And please describe for me what
23 efforts were made to search the servers and
24 computers at the Scruggs Law Firm to capture
25 e-mail and other documents responsive to

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1 these requests.
2 A. I respectfully decline to answer
3 based on my Fifth Amendment privilege.
4 Q. And please tell me what effort was
5 made to convert all of the e-mails that were
6 produced in response to these discovery
7 requests into PDF format.
8 MR. MALLETTTE:
9 Object to the form. Object to
10 attorney/client work product privilege.
11 A. And I respectfully decline to answer
12 based on my Fifth Amendment privilege.
13 MR. ROBIE:
14 Q. Did you save the meta data that
15 applied to any of these e-mails that have
16 been converted to PDF format?
17 A. I respectfully decline to answer
18 your question based on my Fifth Amendment
19 privilege.
20 MR. ROBIE:
21 All right. I'm going to adjourn
22 this portion of the deposition, continue it
23 until a later date until the court has an
24 opportunity to rule on our respective
25 motions, and at this point, I'll pass the

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1 witness to Mr. --
2 MR. MALLETTTE:
3 We don't agree to the adjournment,
4 but I suspect that would be part of your
5 motion.
6 (Off the record.)
7 MR. WEBB:
8 Before you start questioning, I want
9 to go ahead and enter into the record the
10 copy of Exhibit 1 that's been produced,
11 which I understand is a copy of one side of
12 the card that Mr. Scruggs had that he was
13 referring to earlier when he was reading his
14 invocation of the Fifth Amendment and the
15 Mississippi Constitution. Is that a fair
16 description of it?
17 MR. MALLETTTE:
18 That's a fair description of it,
19 yes.
20 MR. WEBB:
21 Was it on a card?
22 MR. MALLETTTE:
23 Yes. Well, it was on a piece of
24 paper. I don't know how you describe it.
25 MR. WEBB:

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1 Was anything on the other side of
2 the card?
3 MR. WATKINS:
4 No.
5 MR. WEBB:
6 That's Exhibit 1.
7 MR. DOOLEY:
8 I want to put on the record that the
9 agreement to make that part of the record is
10 not a waiver of any kind, either of
11 attorney/client privilege or work product
12 privilege.
13 MR. WEBB:
14 Sure. We understand.
15 EXAMINATION
16 BY MR. TWIFORD:
17 Q. Mr. Scruggs, my name is Hunter
18 Twiford. I represent the E.A. Renfroe &
19 Company in the McIntosh litigation. And I
20 want to follow up on some things that you
21 and Mr. Robie talked about, if I can.
22 He did not ask you, I believe, what
23 was the date of your first contact with Paul
24 Moran, who is Cori Rigsby Moran's husband?
25 MR. MALLETTTE:

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1 I object on work product grounds
2 because I don't know that date, Hunter.
3 A. And I respectfully decline to answer
4 your question based on my Fifth Amendment
5 privilege.
6 MR. TWIFORD:
7 Q. All right. What was the first date
8 of indirect contact with either of the
9 Rigsby sisters through Pat Lobrano, in your
10 discussions with Pat Lobrano?
11 MR. MALLETTTE:
12 Object to the form.
13 A. And I respectfully decline to answer
14 your question based on my Fifth Amendment
15 privilege.
16 MR. TWIFORD:
17 Q. How did your contact with Cori
18 Rigsby come about? Would you describe those
19 circumstances, please?
20 A. I must respectfully decline to
21 answer your question based on my Fifth
22 Amendment privilege.
23 Q. And how did your contact, initial
24 contact with Kerri Rigsby come about? Would
25 you describe those circumstances?

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1 A. I must respectfully decline to
2 answer your questions based on my Fifth
3 Amendment privilege.
4 Q. Is it true, Mr. Scruggs, that at the
5 first meeting with the Rigsby sisters at the
6 home of Cori Rigsby, I believe -- but I
7 stand to be corrected on that -- that they
8 produced the State Farm laptop and showed
9 you the laptop at that meeting?
10 MR. MALLETTE:
11 Object on attorney/client privilege
12 and work product grounds.
13 MS. NICHOLSON:
14 Join.
15 A. And I respectfully decline to answer
16 based on my Fifth Amendment privilege.
17 MR. TWIFORD:
18 Q. And did you, using that State Farm
19 laptop at the initial meeting at their home,
20 access State Farm records?
21 MR. MALLETTE:
22 Object to the form. Object on
23 attorney/client privilege and Work Product
24 Doctrine grounds.
25 MS. NICHOLSON:

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1 Join.
2 A. And I respectfully decline to answer
3 based on my Fifth Amendment privilege.
4 MR. TWIFORD:
5 Q. Would you give the dates of any
6 subsequent meetings with either Cori or
7 Kerri Rigsby following that initial meeting?
8 MR. MALLETTE:
9 Object on attorney/client privilege
10 and Work Product Doctrine grounds.
11 MS. NICHOLSON:
12 Join.
13 A. And I respectfully decline to answer
14 based on my Fifth Amendment privilege.
15 MR. TWIFORD:
16 Q. Were the Rigsby sisters your, quote,
17 "highly-placed insiders at State Farm,"
18 close quote, referenced in press releases
19 and to Insurance Commissioner George Dale?
20 MR. MALLETTE:
21 I object on Work Product Doctrine.
22 A. And I respectfully decline to answer
23 based on my Fifth Amendment privilege.
24 MR. TWIFORD:
25 Q. Were there any other highly-placed

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1 insiders at State Farm besides the Rigsby
2 sisters?
3 MR. MALLETTE:
4 Object to the form.
5 MS. NICHOLSON:
6 Join.
7 A. And I must respectfully decline to
8 answer based on my Fifth Amendment
9 privilege.
10 MR. TWIFORD:
11 Q. Were your initial meetings with Cori
12 and Kerri Rigsby prior to January 1st, 2006?
13 A. I decline to answer, respectfully,
14 based on my Fifth Amendment privilege.
15 Q. What did Cori Rigsby tell you or the
16 Scruggs Law Firm about E.A. Renfroe &
17 Company?
18 MR. MALLETTE:
19 I object on attorney/client
20 privilege and Work Product Doctrine grounds.
21 MS. NICHOLSON:
22 We join.
23 A. And I respectfully decline to answer
24 based on my Fifth Amendment privilege.
25 MR. TWIFORD:

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1 Q. What did Kerri Rigsby tell you or
2 the Scruggs Law Firm about the E.A. Renfroe
3 & Company --
4 MR. MALLETTE:
5 Same objection as to the previous
6 question.
7 MS. NICHOLSON:
8 We join.
9 A. And I must decline, respectfully, to
10 answer your question based on my Fifth
11 Amendment privilege.
12 MR. TWIFORD:
13 Q. What did Cori Rigsby tell you about
14 Jana and Gene Renfroe, individually?
15 MR. MALLETTE:
16 Object on attorney/client privilege
17 and Work Product Doctrine grounds.
18 MS. NICHOLSON:
19 Join.
20 A. I must decline to answer your
21 question based on my Fifth Amendment
22 privilege.
23 MR. TWIFORD:
24 Q. What did Kerri Rigsby tell you or
25 the Scruggs Law Firm about Jana and Gene

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1 Renfroe, individually?
2 MR. MALLETTE:
3 I object on attorney/client
4 privilege and Work Product Doctrine grounds.
5 MS. NICHOLSON:
6 Join.
7 A. And I decline, respectfully, to
8 answer your question based on my Fifth
9 Amendment privilege.
10 MR. TWIFORD:
11 Q. What did either Cori or Kerri Rigsby
12 tell you regarding the inner workings of
13 Renfroe?
14 MR. MALLETTE:
15 I object on attorney/client
16 privilege and Work Product Doctrine grounds.
17 MS. NICHOLSON:
18 Join.
19 A. And I respectfully decline to answer
20 your question based on my Fifth Amendment
21 privilege.
22 MR. TWIFORD:
23 Q. What did either of the Rigsby
24 sisters tell you or the Scruggs Law Firm
25 regarding Renfroe's internal documents,

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1 including their employment contract with
2 Renfroe?
3 MR. MALLETTE:
4 I object on attorney/client
5 privilege and Work Product Doctrine grounds.
6 MS. NICHOLSON:
7 We join.
8 A. And I respectfully decline to answer
9 based on my Fifth Amendment privilege.
10 MR. TWIFORD:
11 Q. What did either of the Rigsby
12 sisters tell you about the Renfroe code of
13 conduct that each of them had signed?
14 MR. MALLETTE:
15 Object on attorney/client privilege,
16 work product and as to form of the question.
17 MS. NICHOLSON:
18 Join.
19 A. And I respectfully decline to answer
20 based on my Fifth Amendment privilege.
21 MR. TWIFORD:
22 Q. All right. What did either of the
23 Rigsby sisters tell you or the Scruggs Law
24 Firm regarding any contracts between Renfroe
25 and State Farm?

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1 MR. MALLETTE:
2 Object to attorney/client privilege
3 and Work Product Doctrine grounds.
4 A. And I respectfully decline to answer
5 based on my Fifth Amendment privilege.
6 MR. TWIFORD:
7 Q. What did either of the Rigsby
8 sisters tell you or the Scruggs Law Firm
9 regarding any payment schedule or agreement
10 between State Farm and Renfroe?
11 MR. MALLETTE:
12 I object on attorney/client
13 privilege and Work Product Doctrine grounds.
14 MS. NICHOLSON:
15 We join.
16 A. And I'm respectfully declining to
17 answer your question based on my Fifth
18 Amendment privilege.
19 MR. TWIFORD:
20 Q. What did either of the Rigsby
21 sisters tell you regarding the -- any of the
22 other adjusters who worked for E.A. Renfroe
23 & Company who adjusted claims for State Farm
24 related to Hurricane Katrina?
25 MR. MALLETTE:

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1 I object on attorney/client
2 privilege and Work Product Doctrine grounds.
3 MS. NICHOLSON:
4 Join.
5 A. And I respectfully decline to answer
6 based on my Fifth Amendment privilege.
7 MR. TWIFORD:
8 Q. What did either of the Rigsby
9 sisters tell you or the Scruggs Law Firm
10 regarding Renfroe's relationship with State
11 Farm?
12 MR. MALLETTE:
13 I object on attorney/client
14 privilege and Work Product Doctrine grounds.
15 MS. NICHOLSON:
16 Join.
17 A. I must respectfully decline to
18 answer based on my Fifth Amendment
19 privilege.
20 MR. TWIFORD:
21 Q. Isn't it true, Mr. Scruggs, that all
22 of the information that you and the Scruggs
23 Law Firm and the Scruggs Katrina Group
24 obtained about E.A. Renfroe & Company, prior
25 to the time that you filed your amended

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1 complaint in McIntosh to add Renfroe as a
2 defendant, was obtained primarily through
3 the Rigsby sisters, who were, at that time,
4 your paid litigation consultants?
5 MR. MALLETTTE:
6 I object on the grounds of -- I
7 object to the form of the question. I
8 object on the grounds of work product
9 doctrine and on attorney/client privilege.
10 MS. NICHOLSON:
11 Join.
12 A. And I respectfully decline to answer
13 your question based on my Fifth Amendment
14 privilege.
15 MR. TWIFORD:
16 Q. Isn't it also true, Mr. Scruggs,
17 that all of the information that you and the
18 Scruggs Law Firm and the SKG obtained about
19 Renfroe prior to adding Renfroe as a
20 defendant in the Shows complaint were
21 likewise obtained through the Rigsby sisters
22 who were, at that time, acting as your paid
23 litigation consultants?
24 MR. MALLETTTE:
25 I object to the form of the

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1 question. I object on Work Product Doctrine
2 grounds and attorney/client privilege
3 grounds.
4 MS. NICHOLSON:
5 Join. Also object as outside the
6 scope of this deposition.
7 MR. MALLETTTE:
8 I join that objection.
9 A. And I respectfully decline to answer
10 based on my Fifth Amendment privilege.
11 MR. TWIFORD:
12 Q. And it's true, is it not, Mr.
13 Scruggs, that the information that you and
14 the Scruggs Katrina Group and the Scruggs
15 Law Firm obtained about Renfroe which caused
16 you to amend the complaints in the -- or
17 about 75 or 78 of the 175 or so cases in the
18 Abney Group, what's commonly referred to as
19 the Abney Group, were likewise obtained
20 through the Rigsby sisters, who were your
21 paid litigation consultants at that time?
22 MR. MALLETTTE:
23 I object to the form of the
24 question. I object on attorney/client
25 privilege and Work Product Doctrine grounds,

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1 and I object as beyond the scope of this
2 deposition.
3 MS. NICHOLSON:
4 Join.
5 A. And I respectfully decline to answer
6 based on my Fifth Amendment privilege.
7 Q. Isn't it also true, Mr. Scruggs,
8 that all of the information that you and the
9 Scruggs Law Firm obtained about E.A. Renfroe
10 & Company prior to amending the complaint
11 and False Claims Act in the qui tam action
12 to add Renfroe and Jana and Gene Renfroe as
13 defendants in that case were also obtained
14 through the Rigsby sisters, who were, at
15 that time, your paid litigation consultants?
16 MR. MALLETTTE:
17 Object to the form of the question.
18 I object on attorney/client privilege, and
19 Work Product Doctrine grounds and I object
20 it's beyond the scope of this deposition.
21 MS. NICHOLSON:
22 Join.
23 A. And I must respectfully decline to
24 answer based on my Fifth Amendment
25 privilege.

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1 MR. TWIFORD:
2 Q. Mr. Scruggs, isn't it also true that
3 you and the SKG based our claims against
4 Renfroe on the documents that the Rigsby
5 sisters had stolen from State Farm and from
6 Renfroe in the McIntosh case?
7 MR. MALLETTTE:
8 Object to the form of the question.
9 Object on attorney/client privilege and I
10 object as invading the Work Product
11 Doctrine.
12 MS. NICHOLSON:
13 Join.
14 A. And I respectfully decline to answer
15 based on my Fifth Amendment privilege.
16 MR. TWIFORD:
17 Q. Isn't it also true, Mr. Scruggs,
18 that you and the Scruggs Law Firm and the
19 SKG based your claims against Renfroe in the
20 Shows case on the documents that the Rigsby
21 sisters stole from State Farm and from
22 Renfroe?
23 MR. MALLETTTE:
24 I object to the form of the
25 question. I object on attorney/client

1 privilege and Work Product Doctrine basis
 2 and I object beyond the scope of this
 3 deposition.
 4 MS. NICHOLSON:
 5 Join.
 6 A. And I respectfully decline to answer
 7 your question based on my Fifth Amendment
 8 privilege.
 9 MR. TWIFORD:
 10 Q. Isn't it also true, Mr. Scruggs,
 11 that you and the Scruggs Law Firm and the
 12 SKG based your claims against Renfroe in the
 13 Abney Group cases on documents that the
 14 Rigsby sisters had stolen from State Farm
 15 and from Renfroe?
 16 MR. MALLETTTE:
 17 Same objections as to the previous
 18 question.
 19 MS. NICHOLSON:
 20 Join.
 21 A. And I respectfully decline to answer
 22 your question based on my Fifth Amendment
 23 privilege.
 24 MR. TWIFORD:
 25 Q. It's also true, isn't it, Mr.

1 Scruggs, that you and the Scruggs Law Firm
 2 based the claims against Renfroe and Jana
 3 and Gene Renfroe in the amended complaint in
 4 the qui tam action on the documents that the
 5 Rigsby sisters had stolen from State Farm
 6 and from Renfroe?
 7 MR. MALLETTTE:
 8 Object to the form of the question.
 9 Object on work product grounds and on
 10 attorney/client privilege grounds.
 11 MS. NICHOLSON:
 12 Join.
 13 A. And I respectfully decline to answer
 14 your question based on my Fifth Amendment
 15 privilege.
 16 MR. TWIFORD:
 17 Q. You and the SKG based your claims on
 18 confidential information regarding Renfroe,
 19 to which the Rigsbys were privy as Renfroe
 20 employees, which they furnished to you and
 21 the SKG in violation of their employment
 22 agreement with Renfroe in these cases, as
 23 well; isn't that true?
 24 MR. MALLETTTE:
 25 Object to the form. Object on

1 attorney/client privilege and Work Product
 2 Doctrine grounds.
 3 MS. NICHOLSON:
 4 Join.
 5 A. And I respectfully decline to answer
 6 based on my Fifth Amendment privilege.
 7 MR. TWIFORD:
 8 Q. And you based your conspiracy claims
 9 against Renfroe, that Renfroe had conspired
 10 with State Farm to misadjust or underpay
 11 claims of your clients, primarily on this
 12 confidential information and the stolen
 13 documents furnished to you by the Rigsby
 14 sisters, didn't you?
 15 MR. MALLETTTE:
 16 Same objections as the previous
 17 question.
 18 MS. NICHOLSON:
 19 Join.
 20 A. And I must respectfully decline to
 21 answer your question based on my Fifth
 22 Amendment privilege.
 23 Q. Mr. Scruggs, you knew personally, at
 24 all relevant times, that the Rigsby sisters
 25 -- and by relevant times, I'm talking about

1 the date of the hurricane through the airing
 2 of the 20/20 newscast -- that during that
 3 time, the Rigsby sisters were actually
 4 employees of Renfroe, didn't you?
 5 MR. MALLETTTE:
 6 Object on attorney/client privilege
 7 grounds.
 8 A. I must respectfully decline to
 9 answer your question based on my Fifth
 10 Amendment privilege.
 11 MR. TWIFORD:
 12 Q. You also knew personally, Mr.
 13 Scruggs, didn't you, during that same time
 14 frame, prior to representing the Rigsbys as
 15 an attorney, that they had a written
 16 employment agreement with Renfroe?
 17 A. I must respectfully decline to
 18 answer your question based on my Fifth
 19 Amendment privilege.
 20 Q. You obtained copies of these written
 21 agreements from the Rigsby sisters, did you
 22 not?
 23 MR. MALLETTTE:
 24 Object on attorney/client privilege
 25 grounds.

1 A. And I must respectfully decline to
 2 answer your question based on my Fifth
 3 Amendment privilege.
 4 MR. TWIFORD:
 5 Q. You were also aware, based on your
 6 discussions with the Rigsby sisters, that
 7 Renfroe had a written code of conduct which
 8 each of the Rigsby sisters had signed, were
 9 you not?
 10 MR. MALLETTTE:
 11 I object on attorney/client
 12 privilege grounds.
 13 A. And I must respectfully decline to
 14 answer your question based on my Fifth
 15 Amendment privilege.
 16 MR. TWIFORD:
 17 Q. You obtained a copy of the codes of
 18 conduct signed by each of the Rigsby
 19 sisters, did you not?
 20 MR. MALLETTTE:
 21 Object on attorney/client privilege
 22 grounds.
 23 A. And I respectfully decline to answer
 24 based on my Fifth Amendment privilege.
 25 MR. TWIFORD:

1 Q. You were aware, were you not, Mr.
 2 Scruggs, that the documents that the Rigsbys
 3 had obtained from Renfroe were confidential
 4 and proprietary?
 5 MR. MALLETTTE:
 6 I object on attorney/client
 7 privilege grounds and object to the form of
 8 the question.
 9 MS. NICHOLSON:
 10 Join.
 11 A. And I respectfully decline to answer
 12 your question based on my Fifth Amendment
 13 privilege.
 14 MR. TWIFORD:
 15 Could we break down the form
 16 objection?
 17 MR. MALLETTTE:
 18 Yes. I don't know what documents.
 19 If you would explain what --
 20 MR. TWIFORD:
 21 I'll specify.
 22 Q. You were aware, were you not, Mr.
 23 Scruggs, that the employment agreements
 24 signed between Cori and Kerri Rigsby and
 25 E.A. Renfroe & Company, and the codes of

1 conduct signed by the Rigsby sisters, and
 2 the State Farm contracts between E.A.
 3 Renfroe & Company and State Farm, and the
 4 fee schedules between E.A. Renfroe & Company
 5 and State Farm were confidential and
 6 proprietary, were you not?
 7 MR. MALLETTTE:
 8 Object on attorney/client privilege.
 9 A. And I respectfully decline to answer
 10 based on my Fifth Amendment privilege.
 11 MR. TWIFORD:
 12 Q. And, yet, you encouraged the Rigsbys
 13 to take these documents that I just named,
 14 and to steal these from Renfroe, their
 15 employer, and to give them to you?
 16 MR. MALLETTTE:
 17 Object to the form of the question,
 18 attorney/client privilege and Work Product
 19 Doctrine.
 20 MS. NICHOLSON:
 21 Join.
 22 A. And I respectfully decline to answer
 23 your question based on my Fifth Amendment
 24 privilege.
 25 MR. TWIFORD:

1 Q. Were you also aware that the
 2 information that the Rigsbys had, their
 3 actual knowledge of Renfroe and its inner
 4 workings was likewise confidential and
 5 proprietary?
 6 MR. MALLETTTE:
 7 Object on attorney/client privilege
 8 grounds.
 9 A. And I must decline to answer your
 10 question, respectfully, based on my Fifth
 11 Amendment privilege.
 12 MR. TWIFORD:
 13 Q. Yet, you encouraged the Rigsbys to
 14 tell you everything about Renfroe, its
 15 adjusters, its dealings with State Farm, et
 16 cetera -- take out the et cetera -- in
 17 violation of their employment agreement and
 18 the confidentiality agreement with Renfroe?
 19 MR. MALLETTTE:
 20 Object to the form. I object on
 21 attorney/client privilege and on Work
 22 Product Doctrine grounds.
 23 MS. NICHOLSON:
 24 Join.
 25 A. And I decline to answer,

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1 respectfully, based on my Fifth Amendment
2 privilege.
3 MR. TWIFORD:
4 Q. You paid the Rigsby sisters for this
5 information by making them your paid
6 litigation consultants, did you not?
7 MR. MALLETTTE:
8 Object to the form.
9 A. And I respectfully decline to answer
10 based on my Fifth Amendment privilege.
11 MR. TWIFORD:
12 Q. Would you describe the duties that
13 the Rigsby sisters had as litigation
14 consultants of the Scruggs Law Firm or the
15 SKG?
16 MR. MALLETTTE:
17 Object on work product grounds.
18 MS. NICHOLSON:
19 Join.
20 A. And I respectfully decline to answer
21 your question based on my -- based on the
22 Fifth Amendment privileges.
23 MR. TWIFORD:
24 Q. Mr. Scruggs, what were their office
25 hours that they were required to keep as

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1 your paid litigation consultants?
2 MR. MALLETTTE:
3 Object on work product grounds.
4 MS. NICHOLSON:
5 Join.
6 A. And I respectfully decline to answer
7 based on my Fifth Amendment privilege.
8 MR. TWIFORD:
9 Q. What specific tasks did you assign
10 to either of the Rigsby sisters as your paid
11 litigation consultants?
12 MR. MALLETTTE:
13 I object on Work Product Doctrine
14 grounds.
15 MS. NICHOLSON:
16 Join.
17 A. And I respectfully decline to answer
18 based on my Fifth Amendment privilege.
19 MR. TWIFORD:
20 Q. What specific tasks did you ask the
21 Rigsby sisters to do? What were they
22 assigned, as far as Renfroe was concerned,
23 prior to the airing of the 20/20 program?
24 MR. MALLETTTE:
25 I object on Work Product Doctrine

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1 grounds and on attorney/client privilege
2 grounds.
3 MS. NICHOLSON:
4 Join.
5 A. And I respectfully decline to answer
6 based on my Fifth Amendment privilege.
7 MR. TWIFORD:
8 Q. What specific tasks did you assign
9 to the Rigsby sisters, as far as Renfroe was
10 concerned, after the 20/20 program was
11 aired?
12 MR. MALLETTTE:
13 Same objection as to the previous
14 question.
15 MS. NICHOLSON:
16 Join.
17 A. And I respectfully decline to answer
18 based on my Fifth Amendment privilege.
19 MR. TWIFORD:
20 Q. Mr. Scruggs, there were memos, were
21 there not, between you, other members of the
22 Scruggs Law Firm and other members of the
23 SKG and the Rigsbys as litigation
24 consultants, were there not?
25 MR. MALLETTTE:

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1 Object -- I object on
2 attorney/client privilege and Work Product
3 Doctrine grounds.
4 MS. NICHOLSON:
5 Join.
6 A. And I respectfully decline to answer
7 your question based on my Fifth Amendment
8 privilege.
9 MR. TWIFORD:
10 Q. And have you produced all memos or
11 other correspondence or other writings
12 between you, the Scruggs law firm, members
13 of the Scruggs Law Firm, members of the SKG
14 and the Rigsby sisters as part of your
15 production to State Farm?
16 MR. MALLETTTE:
17 Object to the form.
18 A. I respectfully decline to answer
19 based on my Fifth Amendment privilege.
20 MR. TWIFORD:
21 Q. Mr. Scruggs, what's the current
22 location of any notes or other writings or
23 memos among the Rigsby sisters and attorneys
24 in Scruggs Law Firm or the Scruggs Katrina
25 Group?

1 MR. MALLETTE:
 2 Object on Work Product Doctrine
 3 grounds.
 4 A. And I respectfully decline to answer
 5 based on my Fifth Amendment privilege.
 6 MR. TWIFORD:
 7 Q. Are those currently maintained in
 8 the Scruggs Law Firm records and files here
 9 at this office?
 10 MR. MALLETTE:
 11 Object on Work Product Doctrine
 12 grounds.
 13 MS. NICHOLSON:
 14 Join.
 15 A. I respectfully decline to answer
 16 based on my Fifth Amendment privilege.
 17 MR. TWIFORD:
 18 Q. Who actually paid the Rigsbys their
 19 consulting fees?
 20 A. I respectfully decline to answer
 21 based on my Fifth Amendment privilege.
 22 MR. TWIFORD:
 23 Q. Were the checks payable to the
 24 Rigsbys for consulting fees made payable on
 25 the Scruggs Law Firm account?

1 MR. MALLETTE:
 2 Object to the form.
 3 A. I respectfully decline to answer
 4 based on my Fifth Amendment privilege.
 5 MR. TWIFORD:
 6 Q. Were any checks for monthly
 7 litigation consultant fees to the Rigsby
 8 sisters paid from -- paid by you,
 9 personally?
 10 A. I respectfully decline to answer
 11 based on my Fifth Amendment privilege.
 12 Q. Were any of the monthly payments of
 13 litigation consultant fees to either of the
 14 Rigsby sisters paid by David Nutt or the
 15 Nutt, McAlister law firm?
 16 A. I respectfully decline to answer
 17 based on my Fifth Amendment privilege.
 18 Q. Did you personally approve any
 19 payments of fees or expenses, salary or
 20 expenses to either of the Rigsby sisters as
 21 litigation consultants?
 22 A. I respectfully decline to answer
 23 based on my Fifth Amendment privilege.
 24 Q. Did the Nutt Law Firm or the Nutt,
 25 McAlister law firm reimburse you or the

1 Scruggs Law Firm for any payments to the
 2 Rigsby sisters?
 3 MR. MALLETTE:
 4 I object as beyond the scope of the
 5 deposition.
 6 A. And I respectfully decline to answer
 7 based on my Fifth Amendment privilege.
 8 MR. TWIFORD:
 9 Q. Did any other member of the SKG
 10 reimburse you or the Scruggs Law Firm for
 11 any payments to the Rigsby sisters?
 12 MR. MALLETTE:
 13 Same objection.
 14 A. And I respectfully decline to answer
 15 based on my Fifth Amendment privilege.
 16 MR. TWIFORD:
 17 Q. Did anyone else in the SKG approve
 18 any payments of fees or expenses to the
 19 Rigsby sisters or was it -- I'll stop.
 20 MR. MALLETTE:
 21 Object to the form and I object as
 22 beyond the scope of the deposition.
 23 A. And I respectfully decline to answer
 24 based on my Fifth Amendment privilege.
 25 MR. TWIFORD:

1 Q. Mr. Scruggs, you personally
 2 encouraged Cori Rigsby to solicit fellow
 3 Renfroe Adjusters working on State Farm
 4 Hurricane Katrina claims to steal documents
 5 and other confidential and proprietary
 6 information from State Farm and Renfroe, did
 7 you not?
 8 MR. MALLETTE:
 9 Object to the form, object on
 10 attorney/client privilege and Work Product
 11 Doctrine grounds.
 12 MS. NICHOLSON:
 13 We join.
 14 A. I respectfully decline to answer
 15 based on my Fifth Amendment privilege.
 16 MR. TWIFORD:
 17 Q. Mr. Scruggs, did you personally
 18 encourage Kerri Rigsby to solicit fellow
 19 Renfroe Adjusters working on State Farm
 20 Hurricane Katrina related claims to steal
 21 documents and other confidential proprietary
 22 information from State Farm or E.A. Renfroe
 23 & Company?
 24 MR. MALLETTE:
 25 I object to the form. I object on

1 attorney/client privilege and Work Product
 2 Doctrine grounds.
 3 MS. NICHOLSON:
 4 We join.
 5 A. And I respectfully decline to answer
 6 based on my Fifth Amendment privilege.
 7 MR. TWIFORD:
 8 Q. Mr. Scruggs, did you personally
 9 encourage Cori or Kerri Rigsby to solicit
 10 fellow Renfroe Adjusters working on State
 11 Farm Hurricane Katrina claims to become
 12 whistleblowers?
 13 MR. MALLETTTE:
 14 Same objection as the prior
 15 question.
 16 MS. NICHOLSON:
 17 Join.
 18 A. And I respectfully decline to answer
 19 based on my Fifth Amendment privileges.
 20 MR. TWIFORD:
 21 Q. Mr. Scruggs, you personally
 22 encouraged Cori and Kerri Rigsby to solicit
 23 fellow Renfroe Adjusters who were working on
 24 Hurricane Katrina claims as State Farm
 25 adjusters to give confidential documents and

1 information to you, did you not?
 2 MR. MALLETTTE:
 3 I object on attorney/client
 4 privilege and Work Product Doctrine grounds.
 5 MS. NICHOLSON:
 6 Join.
 7 A. And I respectfully decline to answer
 8 based on my Fifth Amendment privilege.
 9 (Off the record.)
 10 MR. TWIFORD:
 11 Q. Mr. Scruggs, Mr. Robie asked you
 12 earlier about benefits that were paid to the
 13 Rigsbys, and he asked you about the annual
 14 salary, and he asked you whether they were
 15 independent contractors, whether you had
 16 made loans, and talked about furnishing
 17 computers and cell phones.
 18 Did you furnish either of them
 19 automobiles or reimburse them for automobile
 20 expenses as part of their payment as
 21 litigation consultants?
 22 MR. MALLETTTE:
 23 Object to the form.
 24 A. And I respectfully decline to answer
 25 based on my Fifth Amendment privilege.

1 MR. TWIFORD:
 2 Q. Were they provided use of either of
 3 your aircraft as part of their litigation
 4 consultants benefits?
 5 MR. MALLETTTE:
 6 Object to the form.
 7 A. And I respectfully decline to answer
 8 your question based on my Fifth Amendment
 9 privilege.
 10 MR. TWIFORD:
 11 Q. Were there any other payments or
 12 benefits that we haven't discussed already
 13 here today that were paid to the Rigsby
 14 sisters as part of their compensation as
 15 litigation consultants?
 16 A. I respectfully decline to answer
 17 that question based on my Fifth Amendment
 18 privilege.
 19 Q. Is it your understanding that the
 20 Katrina Litigation Group, the KLG has
 21 discontinued payments to the Rigsby sisters?
 22 MR. MALLETTTE:
 23 Object as to attorney/client
 24 privilege.
 25 A. And I respectfully decline to answer

1 that, based on my Fifth Amendment privilege.
 2 MR. TWIFORD:
 3 Q. Are you personally still paying them
 4 any portion of the agreed -- previously
 5 agreed \$150,000 a year consulting fees?
 6 MR. MALLETTTE:
 7 Object to the form. Object as
 8 beyond the scope of this deposition.
 9 A. And I respectfully decline to answer
 10 based on my Fifth Amendment privilege.
 11 MR. TWIFORD:
 12 Q. Is the Scruggs Law Firm still paying
 13 them any compensation, whatsoever, as
 14 litigation consultants?
 15 A. I respectfully decline to answer
 16 based on my Fifth Amendment privilege.
 17 Q. Is it true that the Scruggs Law Firm
 18 has now been dissolved and is shut down, no
 19 longer doing business?
 20 MR. MALLETTTE:
 21 Again, I object as beyond the scope
 22 of this deposition.
 23 A. And I respectfully decline to answer
 24 based on my Fifth Amendment privilege.
 25 MR. TWIFORD:

1 Q. How long will you continue to pay
2 the Rigsby sisters these litigation
3 consulting fees and expenses?

4 MR. MALLETTTE:

5 I object to the form of the
6 question.

7 A. And I respectfully decline to answer
8 based on my Fifth Amendment privilege.

9 MR. TWIFORD:

10 Q. Mr. Scruggs, your attorneys have
11 made numerous objections on an
12 attorney/client privilege basis. Was there,
13 in fact, an attorney/client relationship
14 with Cori and Kerri Rigsby, between you, or
15 your law firm or Cori and Kerri Rigsby?

16 A. I respectfully decline to answer
17 based on my Fifth Amendment privilege.

18 Q. Was there any attorney/client
19 relationship between any other member of the
20 SKG and Cori or Kerri Rigsby?

21 A. I respectfully decline to answer
22 based on my Fifth Amendment privilege.

23 Q. Was there an attorney/client
24 relationship between you, the Scruggs Law
25 Firm or any member of the SKG with Cori or

1 Rigsby?

2 MR. MALLETTTE:

3 Object to the extent it seeks to
4 invade the attorney/client privilege or Work
5 Product Doctrine.

6 A. And I respectfully decline to answer
7 your question based on my Fifth Amendment
8 privilege.

9 MR. TWIFORD:

10 Q. Are there any agreements between
11 you, the Scruggs Law Firm or the SKG and
12 Cori and Kerri Rigsby that provide for
13 contingent fee payments to them in any
14 event?

15 A. I respectfully decline to answer
16 based on my Fifth Amendment privilege.

17 Q. What was the date of the employment
18 agreement between you or the Scruggs Law
19 Firm or the SKG and Cori or Kerri Rigsby by
20 which they became your litigation
21 consultants?

22 MR. MALLETTTE:

23 Object to the form.

24 A. And I respectfully decline to answer
25 based on my Fifth Amendment privilege.

1 Kerri Rigsby as relates to the McIntosh
2 case?

3 A. I respectfully decline to answer
4 based on my Fifth Amendment privilege.

5 Q. Was there a specific attorney/client
6 relationship between you, any member of the
7 Scruggs Law Firm or any member of the SKG
8 and Cori or Kerri Rigsby in the Shows case?

9 A. I respectfully decline to answer
10 based on my Fifth Amendment privilege.

11 Q. Was there any specific
12 attorney/client relationship between you,
13 the Scruggs Law Firm or the SKG and Cori or
14 Kerri Rigsby as relates to the Renfroe v.
15 Rigsby Alabama litigation?

16 MR. MALLETTTE:

17 Object to the form.

18 A. And I respectfully decline to answer
19 based on my Fifth Amendment privilege.

20 MR. TWIFORD:

21 Q. Are there any written agreements
22 which set out the terms and conditions or
23 the extent of the attorney/client
24 relationship between you, the Scruggs Law
25 Firm and/or the SKG and either Cori or Kerri

1 MR. TWIFORD:

2 Q. What were the terms and conditions
3 of that agreement?

4 A. I respectfully decline to answer
5 based on my Fifth Amendment privilege.

6 Q. Are there any writings which
7 evidence that agreement?

8 A. I respectfully decline based on my
9 Fifth Amendment privilege.

10 Q. What is the duration of that
11 agreement?

12 A. I respectfully decline to answer
13 based on my Fifth Amendment privilege.

14 Q. Are those agreements for a definite
15 period of time or an indefinite period of
16 time?

17 A. I respectfully decline to answer
18 based on my Fifth Amendment privilege.

19 Q. Did you, as an attorney, consider
20 the necessity of that agreement being in
21 writing in order to comply with the
22 Mississippi Statute of Frauds?

23 MR. MALLETTTE:

24 I object on attorney/client
25 privilege and Work Product Doctrine grounds.

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1 A. And I respectfully decline to answer
2 based on my Fifth Amendment privilege.
3 MR. TWIFORD:
4 Q. Did you advise Cori or Kerri Rigsby
5 of the Mississippi Statute of Frauds and its
6 provisions?
7 MR. MALLETTTE:
8 Object on attorney/client privilege
9 and Work Product Doctrine grounds.
10 A. And I respectfully decline to answer
11 based on my Fifth Amendment privilege.
12 MR. TWIFORD:
13 Q. Did you advise Cori or Kerri Rigsby
14 that they should consider consulting with
15 independent counsel in obtaining advice as
16 to any agreement regarding the litigation
17 consultants or enforceability?
18 MR. MALLETTTE:
19 Object on attorney/client privilege
20 and Work Product Doctrine grounds.
21 A. And I respectfully decline to answer
22 based on my Fifth Amendment privilege.
23 MR. TWIFORD:
24 Q. You agreed, did you not, Mr.
25 Scruggs, on behalf of the Scruggs Law Firm

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1 and the SKG to pay all of Cori and Kerri's
2 legal bills? That's true, is it not?
3 A. I respectfully decline to answer
4 based on my Fifth Amendment privilege.
5 Q. Would you list each law firm which
6 has been hired to represent Cori or Kerri in
7 any litigation arising out of their
8 adjusting claims on behalf of E.A. Renfroe
9 Company for State Farm?
10 MR. MALLETTTE:
11 I object to the extent it seeks to
12 invade the attorney/client privilege.
13 A. And I respectfully decline to answer
14 based on my Fifth Amendment privilege.
15 MR. TWIFORD:
16 Q. Who selected the Battle Fleenor firm
17 in Birmingham to represent the Rigsby
18 sisters?
19 MR. MALLETTTE:
20 I object on attorney/client
21 privilege grounds.
22 A. And I respectfully decline to answer
23 based on my Fifth Amendment privilege.
24 MR. TWIFORD:
25 Q. Would you describe all of your prior

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1 contacts or associations or relationships
2 with attorneys in the Battle Fleenor group?
3 MR. MALLETTTE:
4 I object to the extent it seeks to
5 invade the Work Product Doctrine privilege.
6 A. And I respectfully decline to answer
7 based on my Fifth Amendment privilege.
8 MR. TWIFORD:
9 Q. Had you been associated with any
10 members of the Battle Fleenor group in any
11 other cases besides cases involving the
12 Rigsbys or involving State Farm claims?
13 MR. MALLETTTE:
14 To be clear, besides cases involving
15 the Rigsbys and --
16 MR. TWIFORD:
17 Correct.
18 A. I respectfully decline to answer
19 based on my Fifth Amendment privilege.
20 MR. TWIFORD:
21 Q. Would you describe all your
22 relationships with Battle Fleenor attorneys
23 other than Hurricane Katrina State Farm
24 cases or Rigsby-related cases?
25 MR. MALLETTTE:

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1 I object to the form.
2 A. I respectfully decline to answer
3 based on my Fifth Amendment privilege.
4 MR. TWIFORD:
5 Q. Did you sign any agreement
6 individually or on behalf of the Scruggs Law
7 Firm or the SKG to pay any or all of Battle
8 Fleenor's charges to the Rigsby sisters?
9 MR. MALLETTTE:
10 Object as beyond the scope of this
11 deposition.
12 A. And I respectfully decline to answer
13 based on my Fifth Amendment privilege.
14 MR. TWIFORD:
15 Q. Have you paid any of those bills?
16 MR. MALLETTTE:
17 Objection.
18 A. I respectfully decline to answer
19 based on my Fifth Amendment privilege.
20 MR. TWIFORD:
21 Q. Has the SKG paid any of those bills?
22 A. I respectfully decline to answer
23 your question based on my Fifth Amendment
24 privilege.
25 Q. What's the total amount that's been

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1 paid to Battle Fleenor for representation of
2 the Rigsbys?
3 A. I respectfully decline to answer
4 based on my Fifth Amendment privilege.
5 Q. What is your current arrangement
6 with Battle Fleenor regarding representation
7 of the Rigsby sisters?
8 A. I respectfully decline to answer
9 based on my Fifth Amendment privilege.
10 Q. Did you inform the attorneys at
11 Battle Fleenor, that the Rigsbys were
12 Scruggs Law Firm clients?
13 MR. MALLETTTE:
14 Object on attorney/client privilege
15 and Work Product Doctrine grounds.
16 A. And I respectfully decline to answer
17 your question based on my Fifth Amendment
18 privilege.
19 MR. TWIFORD:
20 Q. Did you inform the attorneys at
21 Battle Fleenor that the Rigsby sisters were,
22 in fact, employees of the Scruggs law firm
23 or the SKG?
24 A. I respectfully decline to answer
25 based on the privilege -- the privilege

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1 afforded by the Fifth Amendment.
2 Q. What instructions, if any, did you
3 give to the Battle Fleenor attorneys
4 regarding disclosures of these
5 relationships?
6 MR. MALLETTTE:
7 Object on attorney/client privilege
8 and Work Product Doctrine grounds.
9 A. And I respectfully decline to answer
10 based on my Fifth Amendment privilege.
11 MR. MALLETTTE:
12 Let's take a very quick five-minute
13 break, please.
14 (Off the record.)
15 MR. TWIFORD:
16 Q. Mr. Scruggs, before the break, I was
17 asking you questions about the relationship
18 with the Battle Fleenor law firm. Do you
19 personally have any sort of arrangement with
20 Cori or Kerri Rigsby regarding their current
21 representation by the Battle Fleenor law
22 firm or any future payments to them?
23 MR. MALLETTTE:
24 Object to the form. Object on
25 attorney/client privilege grounds and as

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1 beyond the scope of this deposition.
2 A. And I respectfully decline to answer
3 based on my Fifth Amendment privilege.
4 MR. TWIFORD:
5 Q. Mr. Scruggs, who selected the
6 Zuckerman Spaeder firm in Washington to
7 represent the Rigsby sisters?
8 MR. MALLETTTE:
9 Object on attorney/client privilege
10 grounds.
11 A. And I respectfully decline to answer
12 based on my Fifth Amendment privilege.
13 MR. TWIFORD:
14 Q. Have you ever been associated with
15 any lawyers in Zuckerman Spaeder firm in any
16 cases other than the Rigsby -- in the case
17 involving the Rigsbys or State Farm
18 Hurricane Katrina related cases?
19 MR. MALLETTTE:
20 Just for the record, Hunter, when
21 you say "associated," you mean counsel of
22 record or if you want to leave your
23 question, I'll object to the form or --
24 MR. TWIFORD:
25 I'll let you object to the form.

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1 A. And I respectfully decline to answer
2 based on my Fifth Amendment privilege.
3 Q. Would you list every case by name,
4 jurisdiction in which the Zuckerman Spaeder
5 firm or any of the lawyers there have been
6 employed by you or the SKG to represent the
7 Rigsby sisters?
8 A. I respectfully decline to answer
9 your question based on my Fifth Amendment
10 privilege.
11 Q. Did you sign any agreement
12 individually or on behalf of the SKG to pay
13 Zuckerman Spaeder any or all of Cori or
14 Kerri Rigsby's legal bills?
15 A. I respectfully decline to answer
16 based on my Fifth Amendment privilege.
17 Q. And have you paid any of those
18 bills?
19 A. I respectfully decline to answer
20 based on my Fifth Amendment privilege.
21 Q. Has the SKG or the KLG paid any of
22 those bills?
23 A. I respectfully decline to answer
24 based on my Fifth Amendment privilege.
25 Q. Is it true, Mr. Scruggs, that the

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1 Barrett law firm has settled with the
2 Zuckerman Spaeder law firm regarding its
3 share of fees on the Rigsby sisters legal
4 representation?
5 MR. MALLETTTE:
6 I object as beyond the scope of this
7 deposition.
8 A. And I respectfully decline to answer
9 based on my Fifth Amendment privilege.
10 MR. TWIFORD:
11 Q. Is it true, Mr. Scruggs, that the
12 Nutt, McAlister law firm has likewise
13 settled with Zuckerman Spaeder over the
14 Rigsby sisters' legal bills?
15 MR. MALLETTTE:
16 Same objection.
17 A. And I respectfully decline to answer
18 based on my Fifth Amendment privilege.
19 MR. TWIFORD:
20 Q. What's the total amount that's been
21 paid to the Zuckerman Spaeder law firm on
22 behalf of the Rigsby sisters?
23 A. I respectfully decline to answer
24 based on my Fifth Amendment privilege.
25 Q. What's the current arrangement

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1 between the Rigsby sisters and the Zuckerman
2 Spaeder law firm regarding representation in
3 any cases?
4 MR. MALLETTTE:
5 Object to the form.
6 A. I respectfully decline to answer
7 based on my Fifth Amendment privilege.
8 MR. TWIFORD:
9 Q. What instructions did you give to
10 Zuckerman Spaeder regarding any
11 representation of the Rigsbys?
12 MR. MALLETTTE:
13 Object on attorney/client privilege
14 and work product grounds.
15 A. And I respectfully decline to answer
16 based on my Fifth Amendment privilege.
17 MR. TWIFORD:
18 Q. Do you personally have any agreement
19 with Cori or Kerri Rigsby regarding any
20 future claims by the Zuckerman Spaeder law
21 firm for outstanding legal fees?
22 MR. MALLETTTE:
23 Object to the form and object on
24 attorney/client privilege grounds.
25 A. And I respectfully decline to answer

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1 based on my Fifth Amendment privilege.
2 MR. TWIFORD:
3 Q. Who selected the Bartimus,
4 Frickleton firm in Missouri to act as
5 counsel in any matters related to the Rigsby
6 sisters?
7 MR. MALLETTTE:
8 Object to the form. Object as to
9 attorney/client privilege.
10 A. And I respectfully decline to answer
11 based on my Fifth Amendment privilege.
12 MR. TWIFORD:
13 Q. Would you describe all prior
14 contacts or associations and relationships
15 between you and any members of the Bartimus
16 Frickleton law firm?
17 MR. MALLETTTE:
18 Object to the form and object to the
19 extent it seeks to invade Work Product
20 Doctrine.
21 A. And I respectfully decline to answer
22 based on my Fifth Amendment privilege.
23 MR. TWIFORD:
24 Q. Would you describe any relationships
25 between you and Chip Robertson, Tony Dewitt

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1 or other members of the Bartimus Frickleton
2 firm?
3 MR. MALLETTTE:
4 Object to the form.
5 A. And I respectfully decline to answer
6 based on my Fifth Amendment privilege.
7 MR. TWIFORD:
8 Q. Would you list every case by name
9 and jurisdiction in which Bartimus
10 Frickleton, or Chip Robertson, Tony Dewitt
11 or Mary Winters were employed by you or the
12 SKG to represent the Rigsby sisters?
13 A. I respectfully decline to answer
14 based on my Fifth Amendment privilege.
15 Q. Did you sign any agreements
16 individually or on behalf of the SKG
17 regarding any fees on behalf of Cori or
18 Kerri Rigsby with the Bartimus Frickleton
19 group?
20 A. I respectfully decline to answer
21 based on my Fifth Amendment privilege.
22 Q. Have you or the SKG paid any bills
23 for Bartimus Frickleton related to the
24 Rigsby sisters?
25 A. I respectfully decline to answer

1 based on my Fifth Amendment privilege.
 2 Q. If so, what's the total amount
 3 that's been paid today?
 4 A. Respectfully decline to answer based
 5 on my Fifth Amendment privilege.
 6 Q. What's the current arrangement with
 7 Bartimus Frickleton or its attorneys related
 8 to the representation of the Rigsbys?
 9 MR. MALLETTTE:
 10 I object to the form, and object to
 11 the extent it invades the attorney/client
 12 privilege and Work Product Doctrine.
 13 A. And I respectfully decline to answer
 14 based on my Fifth Amendment privilege.
 15 MR. TWIFORD:
 16 Q. What instructions did you or the
 17 Scruggs Law Firm give to the Bartimus
 18 Frickleton lawyers regarding representation
 19 of the Rigsbys?
 20 MR. MALLETTTE:
 21 I object to the form. I object to
 22 attorney/client privilege and Work Product
 23 Doctrine grounds.
 24 A. And I respectfully decline to answer
 25 based on my Fifth Amendment privilege.

1 MR. TWIFORD:
 2 Q. Do you personally have any sort of
 3 agreement with Cori or Kerri Rigsby
 4 regarding payment of any bills from the
 5 Bartimus Frickleton law firm or its members?
 6 A. I respectfully decline to answer
 7 based on my Fifth Amendment privilege.
 8 Q. I'll start saying Chip Robertson's
 9 law firm. I could do that more easily, I
 10 believe. Who selected Todd Graves and his
 11 law firm to represent the Rigsby sisters?
 12 MR. MALLETTTE:
 13 I object on work product and
 14 attorney/client privilege grounds.
 15 A. I respectfully decline to answer
 16 based on my Fifth Amendment privilege.
 17 MR. TWIFORD:
 18 Q. Would you describe any prior
 19 contacts, associations or relationships
 20 between you and any members of the -- I'm
 21 not sure if it's Bartle, Marcus, Graves or
 22 Graves, Marcus, Bartle, but anyway, Todd
 23 Graves' law firm.
 24 MR. MALLETTTE:
 25 I object to the extent the question

1 seeks to invade the Work Product Doctrine.
 2 A. And I respectfully decline to answer
 3 based on my Fifth Amendment privilege.
 4 MR. TWIFORD:
 5 Q. Have you ever been associated with
 6 Todd Graves in any other cases besides the
 7 Rigsby sisters or State Farm Hurricane
 8 Katrina cases?
 9 MR. MALLETTTE:
 10 Object to the form, for the same
 11 reason before, to the meaning of associated.
 12 A. And I respectfully decline to answer
 13 based on my Fifth Amendment privilege.
 14 MR. TWIFORD:
 15 Q. Would you list every case by name
 16 and jurisdiction in which Todd Graves or his
 17 law firm were employed by you or the SKG to
 18 represent the Rigsby sisters?
 19 A. I respectfully decline to answer
 20 based on my Fifth Amendment privilege.
 21 Q. Did you sign an agreement with Todd
 22 Graves to pay any or all of Cori or Kerri
 23 Rigsby's legal fees or expenses?
 24 A. I respectfully decline to answer
 25 based on my Fifth Amendment privilege.

1 Q. Have you paid any bills on behalf of
 2 Kerri or Cori Rigsby to Todd Graves or his
 3 law firm?
 4 A. I respectfully decline to answer
 5 based on my Fifth Amendment privilege.
 6 Q. To your knowledge, has the SKG or
 7 the KLG paid any bills to Todd Graves or his
 8 law firm on behalf of the Rigsby sisters?
 9 MR. MALLETTTE:
 10 I make the same objection as I made
 11 before as to these questions being beyond
 12 the scope of discovery in this case.
 13 A. And I respectfully decline to answer
 14 based on my Fifth Amendment privilege.
 15 MR. TWIFORD:
 16 Q. What's your current arrangement with
 17 Todd Graves and his law firm with regard to
 18 representation of the Rigsby sisters?
 19 MR. MALLETTTE:
 20 I object. It's beyond the scope of
 21 this deposition.
 22 A. And I respectfully decline to answer
 23 based on my Fifth Amendment privilege.
 24 MR. TWIFORD:
 25 Q. Did you inform Todd Graves or the

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1 attorneys at his firm that the Rigsbys were
2 SKG clients or your clients in other
3 matters?
4 MR. MALLETTTE:
5 I object on attorney/client
6 privilege and Work Product Doctrine grounds.
7 A. And I respectfully decline to answer
8 based on my Fifth Amendment privilege.
9 MR. TWIFORD:
10 Q. Did you inform any of the attorneys
11 at Bartimus Frickleton or at Todd Graves'
12 law firm that the Rigsby sisters were
13 employees of you or the Scruggs Law Firm?
14 A. I respectfully decline to answer
15 based on my Fifth Amendment privilege.
16 Q. What instructions did you give to
17 Todd Graves or his law firm regarding
18 representation of the Rigsbys?
19 MR. MALLETTTE:
20 Object on attorney/client privilege
21 and Work Product Doctrine grounds.
22 A. And I respectfully decline to answer
23 based on my Fifth Amendment privilege.
24 MR. TWIFORD:
25 Q. Do you personally have any agreement

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1 with Cori or Kerri Rigsby regarding payment
2 to Todd Graves or his law firm of any future
3 amounts?
4 A. I respectfully decline to answer
5 based on my Fifth Amendment privilege.
6 Q. Mr. Scruggs, it's true, is it not,
7 that you agreed to indemnify Cori and Kerri
8 Rigsby for any and all damages, including
9 legal expenses, attorney's fees, costs or
10 any monetary damages arising out of their
11 employment by you or their adjustment of
12 Hurricane Katrina cases?
13 A. I respectfully decline to answer
14 based on my Fifth Amendment privilege.
15 Q. Would you please describe the terms
16 and conditions of the indemnification
17 agreement between you and the Rigsby
18 sisters?
19 A. I respectfully decline to answer
20 based on my Fifth Amendment privilege.
21 Q. Are you personally an indemnitor of
22 the Rigsby sisters under that agreement?
23 MR. MALLETTTE:
24 Object to the form.
25 A. I respectfully decline to answer

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1 based on my Fifth Amendment privilege.
2 MR. TWIFORD:
3 Q. Is the Scruggs Law Firm an
4 indemnitor under that agreement, as well?
5 MR. MALLETTTE:
6 Object to the form.
7 A. And I respectfully decline to answer
8 based on my Fifth Amendment privilege.
9 MR. TWIFORD:
10 Q. Are any members of the SKG
11 indemnitors under that contract, that
12 agreement?
13 MR. MALLETTTE:
14 Object to the form.
15 A. And I respectfully decline to answer
16 based on my Fifth Amendment privilege.
17 MR. TWIFORD:
18 Q. Were any members of the Scruggs Law
19 Firm, besides you, indemnitors under that
20 agreement?
21 MR. MALLETTTE:
22 Object to the form.
23 A. And I respectfully decline to answer
24 based on my Fifth Amendment privilege.
25 MR. TWIFORD:

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1 Q. You are aware, are you not, Mr.
2 Scruggs, that John Kecker, who was
3 representing you in the Renfroe v. Rigsby
4 Alabama litigation actually represented to
5 Judge Acker in a hearing on December 14th,
6 2007, that you, Dick Scruggs, had
7 indemnified the Rigsby sisters in the
8 Renfroe v. Rigsby case in all of its
9 aspects. And I'm quoting Judge Acker.
10 MR. MALLETTTE:
11 Object to the form.
12 A. I respectfully decline to answer
13 based on my Fifth Amendment privilege.
14 MR. TWIFORD:
15 Q. Is that representation by Mr. Kecker
16 correct?
17 MR. MALLETTTE:
18 Object to the form.
19 A. And I respectfully decline to answer
20 based on my Fifth Amendment privilege.
21 MR. TWIFORD:
22 Q. Is that indemnification still in
23 full force and effect?
24 MR. MALLETTTE:
25 Object to the form.

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1 A. And I respectfully decline to answer
2 based on my Fifth Amendment privilege.
3 MR. TWIFORD:
4 Q. Are you indemnifying the Rigsby
5 sisters in other cases, including the
6 McIntosh case?
7 A. I respectfully decline to answer
8 based on my Fifth Amendment privilege.
9 Q. And are you indemnifying the Rigsby
10 sisters in the Shows case?
11 A. And I respectfully decline to answer
12 based on my Fifth Amendment privilege.
13 MR. MALLETTTE:
14 And I object as beyond the scope of
15 this deposition.
16 MR. TWIFORD:
17 Q. Are you indemnifying the Rigsby
18 sisters in the qui tam action, as far as the
19 counterclaim by State Farm is concerned?
20 A. I respectfully decline to answer
21 based on my Fifth Amendment privilege.
22 Q. Is your indemnification agreement in
23 writing?
24 MR. MALLETTTE:
25 Object to the form.

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1 A. I respectfully decline to answer
2 based on my Fifth Amendment privilege.
3 MR. TWIFORD:
4 Q. You, again, Mr. Scruggs, as an
5 attorney, are aware of the provisions in the
6 Mississippi Statute of Frauds regarding
7 indemnification agreements, are you not?
8 MR. MALLETTTE:
9 Object to the form and object to the
10 extent that it seeks a legal conclusion from
11 the witness.
12 A. I respectfully decline to answer
13 based on my Fifth Amendment privilege.
14 MR. TWIFORD:
15 Q. You were also acting as Cori and
16 Kerri's attorney, were you not, at the time
17 that you entered into this indemnification
18 agreement with them?
19 A. I respectfully decline to answer
20 based on my Fifth Amendment privilege.
21 Q. Did you advise Kerri and Cori of the
22 provisions of the Mississippi Statute of
23 Frauds?
24 MR. MALLETTTE:
25 I object to attorney/client

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1 privilege, Work Product Doctrine.
2 A. And I respectfully decline to answer
3 based on my Fifth Amendment privilege.
4 MR. TWIFORD:
5 Q. Did you advise Cori and Kerri that
6 any indemnification agreement might have to
7 be in writing to be in full force and
8 effect?
9 MR. MALLETTTE:
10 I object on the grounds of
11 attorney/client privilege and Work Product
12 Doctrine.
13 A. And I respectfully decline to answer
14 based on my Fifth Amendment privilege.
15 MR. TWIFORD:
16 Q. How much has been paid to date by
17 you under these indemnification agreements?
18 MR. MALLETTTE:
19 Object to the form.
20 A. I respectfully decline to answer
21 based on my Fifth Amendment privilege.
22 MR. TWIFORD:
23 Q. Who has made the payments to date
24 under the indemnification agreements?
25 MR. MALLETTTE:

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1 Object to the form.
2 A. And I respectfully decline to answer
3 based on my Fifth Amendment privilege.
4 MR. TWIFORD:
5 Q. To whom have any payments under the
6 indemnification agreements been made?
7 A. I respectfully decline to answer
8 based on my Fifth Amendment protections.
9 Q. Mr. Robie asked you this morning
10 about Judge Acker's contempt order in the
11 Renfroe v. Rigsby case. And I'd like to
12 clarify something in that, if I could.
13 Judge Acker entered a July 1st order in
14 which he found Cori Rigsby, Kerri Rigsby and
15 you in civil contempt and fined you \$65,000,
16 jointly and severally; is that correct?
17 A. I respectfully decline to answer
18 based on my Fifth Amendment privilege.
19 Q. And Judge Acker found that fine,
20 that \$65,000 fine to be the joint and
21 several obligation of Cori and Kerri and
22 you; is that correct?
23 MR. MALLETTTE:
24 I object to the form of the question
25 to the extent it mischaracterizes the

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1 judge's order, which speaks for itself.
2 A. And I respectfully decline to answer
3 based on my Fifth Amendment privilege.
4 MR. TWIFORD:
5 Q. It's my understanding, Mr. Scruggs,
6 that you've appealed to the Eleventh
7 Circuit, and you've posted a \$74,000 or so
8 bond for that appeal; is that correct?
9 MR. MALLETTTE:
10 Again, I object as beyond the scope
11 of this deposition involving matters that
12 occurred after the documents being
13 requested.
14 A. And I respectfully decline to answer
15 based on my Fifth Amendment privilege.
16 MR. TWIFORD:
17 Q. Have Cori and Kerri Rigsby appealed
18 that decision, that July 1st order?
19 MR. MALLETTTE:
20 Same objection.
21 A. And I respectfully decline to answer
22 based on my Fifth Amendment privilege.
23 MR. TWIFORD:
24 Q. And if they had not appealed, then
25 that judgment would be final as to them,

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1 would it not?
2 MR. MALLETTTE:
3 I object as beyond the scope of the
4 deposition and seeking a legal conclusion in
5 another matter, not the scope of this
6 deposition.
7 A. And I respectfully decline to answer
8 based on my Fifth Amendment privilege.
9 MR. TWIFORD:
10 Q. Would you agree with me, Mr.
11 Scruggs, that Cori and Kerri Rigsby's
12 obligation to make any payment under that
13 contempt fine, \$65,000 contempt fine on
14 their own would be covered by the indemnity
15 agreement that you have with them?
16 MR. MALLETTTE:
17 I object to the extent it exceeds
18 the scope of this deposition and to the
19 extent it seeks a legal conclusion from the
20 witness.
21 A. And I respectfully decline to answer
22 based on my Fifth Amendment protections.
23 MR. TWIFORD:
24 Q. You would agree with me, would you
25 not, Mr. Scruggs, that you were personally

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1 obligated to pay the Rigsby sisters' share
2 of the indemnity agreement?
3 MR. MALLETTTE:
4 Object to the form, and same
5 objection as before.
6 A. And I respectfully decline to answer
7 based on my Fifth Amendment privilege.
8 MR. TWIFORD:
9 Q. Under Cori and Kerri Rigsby's
10 agreement with Zuckerman Spaeder, are they
11 personally obligated to pay any portion of
12 those fees?
13 MR. MALLETTTE:
14 I object as beyond the scope of this
15 deposition, seeking a legal conclusion about
16 an agreement between people other than my
17 client.
18 A. And I respectfully decline to answer
19 based on my Fifth Amendment protections.
20 MR. TWIFORD:
21 Q. If Zuckerman Spaeder sues Cori or
22 Kerri, would you still have an obligation to
23 indemnify them under that prior
24 indemnification agreement?
25 MR. MALLETTTE:

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1 Same objection.
2 A. And I respectfully decline to answer
3 based on my Fifth Amendment protections.
4 MR. TWIFORD:
5 Q. In the qui tam case, the -- that's
6 currently pending, you and the Scruggs law
7 firm were, until recently, co-counsel for
8 the Rigsby sisters; is that correct?
9 A. I respectfully decline to answer
10 your question based on my Fifth Amendment
11 protections.
12 Q. As such, were you aware of a May
13 1st, 2008 letter from Jack Boese, at Fried,
14 Frank, as one of the attorneys for Renfroe,
15 addressed to Chip Robertson and a separate
16 letter addressed to Todd Graves regarding
17 the motions to dismiss?
18 MR. MALLETTTE:
19 Object on work product grounds.
20 A. You are going to show me --
21 MR. TWIFORD:
22 Q. First, I asked you if you were
23 aware.
24 A. And I must respectfully decline to
25 answer based on my Fifth Amendment

1 protections.
 2 (Exhibit 21 was marked.)
 3 MR. TWIFORD:
 4 Q. Mr. Scruggs, I'm going to hand you
 5 what's been marked for identification as
 6 Exhibit 21 to your deposition, which is a
 7 May 1st, 2008 letter to which I referred a
 8 minute ago from John T. Boese, at Fried,
 9 Frank, addressed to Todd Graves, and ask
 10 you, have you seen this letter before?
 11 A. I respectfully decline to answer
 12 your question based on my Fifth Amendment
 13 protections.
 14 Q. And I'll direct your attention, if I
 15 can, please, to the last sentence of the
 16 first paragraph.
 17 "We write to inform you and the
 18 relators that when Renfroe does prevail in
 19 this matter, we fully intend to pursue the
 20 remedies available under 31 USC Section
 21 3730(d)4 against the relators."
 22 I'm not going to ask you if I read
 23 that correctly because I think you won't be
 24 able to answer that, but I'll ask your
 25 counsel if you object to that

1 characterization.
 2 MR. MALLETTTE:
 3 I -- you can put it in the record
 4 and the document speaks for itself.
 5 MR. TWIFORD:
 6 Thank you.
 7 Q. In the event that the Rigsby sisters
 8 are required to pay Renfroe under 31 USC
 9 Section 3730(d)4, would these amounts that
 10 they would be required to pay be subject to
 11 your indemnification agreement?
 12 MR. MALLETTTE:
 13 Object to the form of the question.
 14 Object to the question as beyond the scope
 15 of this deposition, and object to the
 16 request that he construe legal conclusions
 17 related to a letter not sent to him.
 18 A. I respectfully decline to answer
 19 based upon my Fifth Amendment protections.
 20 MR. TWIFORD:
 21 Q. Do you agree that you would be
 22 required to make those payments for and on
 23 behalf of the Rigsby sisters under the
 24 indemnification agreement?
 25 MR. MALLETTTE:

1 Same objection as to the last
 2 question.
 3 A. And I respectfully decline to answer
 4 based on my Fifth Amendment protections.
 5 MR. TWIFORD:
 6 Q. Do you have a copy of that letter in
 7 your files here at the Scruggs office?
 8 A. I respectfully decline to answer
 9 based upon my Fifth Amendment protections.
 10 MR. TWIFORD:
 11 Okay. I'm going to hand you, if I
 12 can, what will be marked as Exhibit 22 to
 13 your deposition. It's a May 1st letter,
 14 also from Mr. Boese to Chip Robertson.
 15 (Exhibit 22 was marked.)
 16 MR. TWIFORD:
 17 Q. Now that you've had a chance to
 18 review that, Mr. Scruggs, that contains
 19 substantially the same language in the last
 20 sentence of the first paragraph as in the
 21 letter that was addressed to Mr. Graves,
 22 does it not?
 23 MR. MALLETTTE:
 24 And I will raise the same objections
 25 I raised to the questions about the last

1 letter presented.
 2 A. And I respectfully decline to answer
 3 based on my Fifth Amendment protections.
 4 MR. TWIFORD:
 5 Q. Do you have a copy of that letter in
 6 the Scruggs Law Firm files maintained here
 7 in the qui tam action?
 8 A. I respectfully decline to answer the
 9 question based on my Fifth Amendment
 10 protections.
 11 Q. Likewise, in the event that Cori or
 12 Kerri Rigsby are required to pay Renfroe
 13 anything under Section 3730(d)4, would these
 14 amounts be subject to your indemnification
 15 agreement?
 16 MR. MALLETTTE:
 17 Object to the form. Object as
 18 beyond the scope of this deposition. Object
 19 as it seeks a legal conclusion as to letters
 20 not written to my client.
 21 A. And I must respectfully decline to
 22 answer based on my Fifth Amendment
 23 privilege.
 24 MR. TWIFORD:
 25 Q. Do you agree with me that you would

1 be required to make those payments for and
2 on behalf of the Rigsby sisters under that
3 indemnification agreement?

4 MR. MALLETTTE:

5 Objection as to form and same
6 objection as to the last question.

7 A. And I must respectfully decline to
8 answer based on my Fifth Amendment
9 protections.

10 Q. What was the date of your first
11 contact with either Mr. or Mrs. McIntosh?

12 MS. NICHOLSON:

13 Objection, work product,
14 attorney/client privilege.

15 A. And I respectfully decline to answer
16 based on my Fifth Amendment protections.

17 MR. TWIFORD:

18 Q. Are you aware that the McIntoshes
19 were previously represented by other
20 counsel?

21 MR. MALLETTTE:

22 I object on attorney/client
23 privilege and Work Product Doctrine grounds.

24 MS. NICHOLSON:

25 Join.

1 proceeds in that prior settlement, were you
2 not?

3 MS. NICHOLSON:

4 Objection, work product,
5 attorney/client privilege.

6 A. And I respectfully decline to answer
7 based on my Fifth Amendment protections.

8 MR. TWIFORD:

9 Q. Is it true, Mr. Scruggs, that the
10 McIntoshes would have received approximately
11 \$1.4 million net from that settlement had it
12 gone through and the attorneys fees were
13 going to be paid to you separately?

14 MR. MALLETTTE:

15 Object to the form.

16 MS. NICHOLSON:

17 Objection, attorney/client
18 privilege, work product.

19 A. And I respectfully decline to answer
20 your question based on my Fifth Amendment
21 protections.

22 MR. TWIFORD:

23 Q. And it's true that the McIntoshes
24 opted out of that settlement, even though
25 State Farm had been initially informed that

1 A. And I respectfully decline to answer
2 based on my Fifth Amendment protections.

3 MR. TWIFORD:

4 Q. What agreements, if any, are there
5 between Scruggs Law Firm and the SKG with
6 former counsel for the McIntoshes?

7 MS. NICHOLSON:

8 Objection, work product.

9 A. I respectfully decline to answer
10 based on my Fifth Amendment protections.

11 MR. TWIFORD:

12 Q. The McIntoshes were actually
13 included in the prior settlement with State
14 Farm, were they not?

15 MR. MALLETTTE:

16 Objection on attorney/client
17 privilege grounds.

18 MS. NICHOLSON:

19 Join, and work product.

20 A. And I respectfully decline to answer
21 based on my Fifth Amendment protections.

22 MR. TWIFORD:

23 Q. Mr. Scruggs, you were responsible
24 for the allocation of the amounts due those
25 plaintiffs from the gross settlement

1 they would be included?

2 MS. NICHOLSON:

3 Object, attorney/client privilege.

4 A. And I respectfully decline to answer
5 based on my Fifth Amendment protections.

6 MR. TWIFORD:

7 Q. It's true, isn't it, Mr. Scruggs,
8 that you personally guaranteed Mr. and Mrs.
9 McIntosh that they would receive at least
10 that amount from the current lawsuit?

11 MR. MALLETTTE:

12 Objection based on attorney/client
13 privilege and Work Product Doctrine grounds.

14 MS. NICHOLSON:

15 Join.

16 A. And I respectfully decline to answer
17 based on my Fifth Amendment protections.

18 MR. TWIFORD:

19 Q. And you personally guaranteed to
20 them, did you not, that if they received
21 less than the \$1.4 million, you would
22 personally make up the difference?

23 MR. MALLETTTE:

24 Object on attorney/client privilege
25 and Work Product Doctrine grounds.

1 MS. NICHOLSON:
 2 Join.
 3 A. And I respectfully decline to answer
 4 based on my Fifth Amendment protections.
 5 MR. TWIFORD:
 6 Q. Did you have any contact with the
 7 McIntoshes prior to the airing of the 20/20
 8 program?
 9 MR. MALLETTTE:
 10 Object on attorney/client privilege
 11 and Work Product Doctrine grounds.
 12 MS. NICHOLSON:
 13 Join.
 14 A. And I respectfully decline to answer
 15 based on my Fifth Amendment protections.
 16 Q. Did Scruggs Law Firm or you initiate
 17 contact with the McIntoshes?
 18 MR. MALLETTTE:
 19 Object to the form, attorney/client
 20 privilege and Work Product Doctrine grounds.
 21 MS. NICHOLSON:
 22 Join.
 23 A. I respectfully decline to answer
 24 based on my Fifth Amendment protections.
 25 MR. TWIFORD:

1 Q. And you and the Scruggs Law Firm
 2 have withdrawn from representing them in
 3 McIntosh, have you not?
 4 A. I respectfully decline to answer
 5 based on my Fifth Amendment protections.
 6 Q. What fee arrangements do you have
 7 with Merlin Law Group, their current
 8 counsel, regarding division of any fees
 9 received in the McIntosh case?
 10 MR. MALLETTTE:
 11 Object to the extent it seeks to
 12 invade the Work Product Doctrine.
 13 MS. NICHOLSON:
 14 Join.
 15 A. And I respectfully decline to answer
 16 based on my Fifth Amendment protections.
 17 MR. TWIFORD:
 18 Q. Do you have any agreement with the
 19 Merlin Law Group concerning reimbursement to
 20 the Scruggs Law Firm or SKG for any expenses
 21 incurred in the McIntosh case from any
 22 recovery?
 23 MS. NICHOLSON:
 24 Objection, Work Product Doctrine and
 25 attorney/client privilege.

1 A. I respectfully decline to answer
 2 based on my Fifth Amendment protections.
 3 MR. TWIFORD:
 4 Q. Do you have any agreement with the
 5 Merlin Law Firm regarding any division of
 6 fees on a quantum meruit bases out of any
 7 recovery in this lawsuit?
 8 MS. NICHOLSON:
 9 Objection, Work Product Doctrine,
 10 attorney/client privilege.
 11 A. And I respectfully decline to answer
 12 based on my Fifth Amendment protections.
 13 MR. TWIFORD:
 14 Q. What arrangements does the SKG or
 15 the remaining members of the SKG have with
 16 the Merlin Law Firm or Merlin Law Group as
 17 to fees and expenses?
 18 MR. MALLETTTE:
 19 Object to the form and to the extent
 20 it seeks to invade the Work Product Doctrine
 21 privilege.
 22 MS. NICHOLSON:
 23 Join.
 24 A. And I respectfully decline to answer
 25 based on my Fifth Amendment protections.

1 MR. TWIFORD:
 2 Q. Have you and Mr. Merlin or any
 3 member of the Merlin Law Group been
 4 associated in cases other than those arising
 5 out of Hurricane Katrina?
 6 MR. MALLETTTE:
 7 Object to the form.
 8 MS. NICHOLSON:
 9 Object to the form. I'm sorry.
 10 Were you finished? I'm sorry. As well as
 11 Work Product Doctrine.
 12 MR. MALLETTTE:
 13 And I also object to Work Product
 14 Doctrine to the extent it seeks to invade
 15 it.
 16 A. I'll answer, if I can first. I
 17 respectfully decline to answer your question
 18 based on my Fifth Amendment protections.
 19 (Off the record.)
 20 MR. TWIFORD:
 21 Q. Mr. Scruggs, have you ever referred
 22 any cases to the Merlin Law Group?
 23 MS. NICHOLSON:
 24 Objection, work product and also we
 25 just object to this whole line of

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1 questioning as being outside the scope of
2 the deposition.
3 MR. MALLETTTE:
4 Join in the second objection.
5 A. And I respectfully decline to answer
6 based on my Fifth Amendment protections.
7 MR. TWIFORD:
8 Q. Has anyone at the Merlin Law Group
9 ever referred any cases to you or the
10 Scruggs Law Firm?
11 MS. NICHOLSON:
12 Same objection.
13 MR. MALLETTTE:
14 Same joinder.
15 A. And I respectfully decline to answer
16 based on my Fifth Amendment protections.
17 MR. TWIFORD:
18 Q. Did you or anyone at the Scruggs Law
19 Firm or the SKG recommend to the McIntoshes
20 that they employ the Merlin Law Group?
21 MR. MALLETTTE:
22 I object on attorney/client
23 privilege and Work Product Doctrine grounds.
24 MS. NICHOLSON:
25 Join.

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1 A. And I respectfully decline to answer
2 based on my Fifth Amendment protections.
3 MR. TWIFORD:
4 Q. Mr. Scruggs, have you or any member
5 of your law firm, specifically including Sid
6 Backstrom, met with Chip Merlin to go over
7 the facts and circumstances of this case?
8 MR. MALLETTTE:
9 I object to the form, and object to
10 the extent it seeks to invade the Work
11 Product Doctrine and the attorney/client
12 privilege.
13 MS. NICHOLSON:
14 Join.
15 A. And I respectfully decline to answer
16 based on my Fifth Amendment privileges.
17 MR. TWIFORD:
18 Q. Mr. Scruggs, have you delivered all
19 of the physical files of the Scruggs Law
20 Firm related to the McIntoshes to the Merlin
21 Law Firm?
22 MR. MALLETTTE:
23 Object on attorney/client privilege
24 and Work Product Doctrine grounds.
25 MS. NICHOLSON:

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1 Join.
2 A. And I respectfully decline to answer
3 based on my Fifth Amendment protections.
4 MR. TWIFORD:
5 Q. And have you also delivered the
6 laptops that were furnished by the Scruggs
7 Law Firm to the Rigsby sisters to the Merlin
8 Law Firm?
9 MR. MALLETTTE:
10 Object based on attorney/client
11 privilege grounds and Work Product Doctrine
12 grounds.
13 MS. NICHOLSON:
14 Join, and also object to the form.
15 A. And I respectfully decline to answer
16 based on my Fifth Amendment protections.
17 MR. TWIFORD:
18 Q. Have you delivered all remaining
19 documents which were in your possession,
20 originals or copies, to the Merlin Law
21 Group, including those documents that were
22 stolen from the Renfroe company or from
23 State Farm that were in your possession?
24 MR. MALLETTTE:
25 Object to the form of the question.

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1 Object on attorney/client privilege and Work
2 Product Doctrine.
3 MS. NICHOLSON:
4 Join.
5 A. And I respectfully decline to answer
6 based on my Fifth Amendment protections.
7 MR. TWIFORD:
8 Q. Mr. Scruggs, did you come up with
9 the idea of the data dump weekend on June
10 2nd through 4th, 2006, that the Rigsby
11 sisters conducted?
12 MR. MALLETTTE:
13 Object on attorney/client privilege
14 and Work Product Doctrine grounds.
15 MS. NICHOLSON:
16 Join.
17 A. And I respectfully decline to answer
18 your question based on my Fifth Amendment
19 protections.
20 Q. Did you instruct the Rigsby sisters
21 as to what to do during that data dump
22 weekend?
23 MR. MALLETTTE:
24 Object on attorney/client privilege
25 and Work Product Doctrine grounds.

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1 MS. NICHOLSON:
2 Join.
3 A. And I respectfully decline to answer
4 based on my Fifth Amendment protections.
5 MR. TWIFORD:
6 Q. And did you personally furnish the
7 Rigsby sisters with a list of your clients
8 that you wanted them to access files and
9 steal documents and data related to those
10 files from State Farm and from Renfroe?
11 MR. MALLETTTE:
12 Object to the form. Object on
13 attorney/client privilege and object on Work
14 Product Doctrine grounds.
15 MS. NICHOLSON:
16 Join.
17 A. And I respectfully decline to answer
18 based on my Fifth Amendment protections.
19 MR. TWIFORD:
20 Q. Mr. Scruggs, did you personally
21 contact the U.S. Attorney's office and make
22 arrangements to have a set of documents
23 picked up from Cori and Kerri Rigsby on the
24 Monday following the data dump weekend?
25 MR. MALLETTTE:

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1 Object on Work Product Doctrine
2 grounds.
3 MS. NICHOLSON:
4 Join.
5 A. And I respectfully decline to answer
6 based on my Fifth Amendment protections.
7 MR. TWIFORD:
8 Q. Mr. Scruggs, you personally
9 contacted Attorney General Jim Hood's office
10 and also made arrangements to have someone
11 from the Attorney General's office pick up a
12 second set of documents from Cori and Kerri
13 Rigsby that they had stolen from Renfroe and
14 State Farm on Monday, June 5th, as well; is
15 that correct?
16 MR. MALLETTTE:
17 Object to the form. Object on Work
18 Product Doctrine grounds.
19 MS. NICHOLSON:
20 Join.
21 A. And I respectfully decline to answer
22 based on my Fifth Amendment protections.
23 MR. TWIFORD:
24 Q. Mr. Scruggs, you kept a third set of
25 documents for yourself; is that correct?

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1 MR. MALLETTTE:
2 Object to the form.
3 A. And I respectfully decline to answer
4 based on my Fifth Amendment protections.
5 MR. TWIFORD:
6 Q. Mr. Scruggs, you also duplicated or
7 furnished copies to other members of the
8 SKG, did you not?
9 MR. MALLETTTE:
10 Object on Work Product Doctrine
11 grounds.
12 A. And I respectfully decline to answer
13 based on my Fifth Amendment protections.
14 MR. TWIFORD:
15 Q. Mr. Scruggs, you also duplicated and
16 furnished copies to other plaintiffs'
17 lawyers in Mississippi with whom there was
18 no involvement in these cases; is that
19 correct?
20 A. I respectfully decline to answer
21 based on my Fifth Amendment protections.
22 Q. You also duplicated or furnished
23 copies of these stolen documents to lawyers
24 in other states outside of Mississippi who
25 were not associated with the Scruggs Katrina

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1 Group; is that correct?
2 MR. MALLETTTE:
3 Object to the form.
4 MS. NICHOLSON:
5 Join.
6 A. And I respectfully decline to answer
7 based on my Fifth Amendment protections.
8 MR. TWIFORD:
9 Q. Would you give us a list, please, of
10 everyone to whom you furnished copies of
11 these stolen documents?
12 MR. MALLETTTE:
13 I object to the form and I object to
14 the extent it seeks to invade the Work
15 Product Doctrine.
16 MS. NICHOLSON:
17 Join.
18 A. And I respectfully decline to answer
19 your question based on my Fifth Amendment
20 protections.
21 MR. TWIFORD:
22 Q. I'll try to clean that up a little
23 bit. Would you list everyone who is not
24 involved in the representation of State Farm
25 Hurricane Katrina related claims to whom you

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1 furnished copies of these documents?
2 A. And I respectfully decline to answer
3 based on my Fifth Amendment protections.
4 Q. Mr. Scruggs, the McIntoshes, while
5 you were representing them, the McIntoshes
6 settled with Forensic, did they not?
7 MS. NICHOLSON:
8 Objection, attorney/client
9 privilege, Work Product Doctrine.
10 A. And I respectfully decline to answer
11 based on my Fifth Amendment protections.
12 MR. TWIFORD:
13 Q. Under the terms and conditions of
14 that settlement, there was no money paid by
15 Forensic to the McIntoshes; is that correct?
16 MS. NICHOLSON:
17 Objection, attorney/client
18 privilege, Work Product Doctrine, and we
19 would object to this entire line of
20 questioning as being outside the scope of
21 the deposition and inquiring into
22 confidential negotiations with another
23 party.
24 A. And I respectfully decline to answer
25 based on my Fifth Amendment protections.

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1 MR. MALLETTE:
2 And I join the objection.
3 MR. TWIFORD:
4 Q. And part of the settlement
5 agreement, was it not, Mr. Scruggs, that
6 Forensic would cooperate with the SKG in
7 pursuing claims against State Farm and
8 Renfroe?
9 MS. NICHOLSON:
10 Same objections as the last
11 question.
12 MR. MALLETTE:
13 And I, again, join.
14 A. And I, again, respectfully decline
15 to answer your question based on my Fifth
16 Amendment protections.
17 MR. TWIFORD:
18 Q. Please list for me the documents
19 that you received from Forensic as part of
20 that settlement which have not been
21 disclosed to either State Farm or Renfroe.
22 MR. MALLETTE:
23 I object to the form.
24 MS. NICHOLSON:
25 Object to the form, and same

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1 objection as to the last two questions.
2 A. I respectfully decline to answer
3 based on my Fifth Amendment protections.
4 MR. TWIFORD:
5 Q. Please describe any witness
6 statements that may also have been given to
7 you by Forensic as part of that settlement
8 that have not been disclosed to State Farm
9 or Renfroe.
10 MS. NICHOLSON:
11 Same objections as to the last three
12 questions.
13 MR. MALLETTE:
14 Join in the objection.
15 A. And I respectfully decline to answer
16 based on my Fifth Amendment protections.
17 MR. TWIFORD:
18 Q. Mr. Scruggs, E.A. Renfroe & Company
19 was not a defendant in the McIntosh
20 complaint as initially filed, was it?
21 A. I respectfully decline to answer
22 based on my Fifth Amendment protections.
23 Q. Renfroe was subsequently added as a
24 defendant in the First Amended Complaint,
25 was it not?

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1 A. I respectfully decline to answer
2 based on my Fifth Amendment protections.
3 Q. Mr. Scruggs, the First Amended
4 Complaint naming Renfroe as a defendant was
5 not actually filed until after Renfroe filed
6 the Alabama complaint against the Rigsby
7 sisters for breaching the employment
8 contract and other claims; is that correct?
9 MS. NICHOLSON:
10 Object to the form.
11 MR. MALLETTE:
12 I object to the form.
13 A. And I respectfully decline to answer
14 based on my Fifth Amendment protections.
15 MR. TWIFORD:
16 Q. It's true, is it not, that Renfroe
17 was added as a defendant in the McIntosh
18 case as retaliation for Renfroe suing the
19 Rigsby sisters?
20 MR. MALLETTE:
21 Object to the extent it seeks to
22 invade the Work Product Doctrine.
23 MS. NICHOLSON:
24 Join, and also the attorney/client
25 privilege.

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1 A. And I respectfully decline to answer
2 based on my Fifth Amendment protections.
3 MR. TWIFORD:
4 Q. Immediately after you were referred
5 by Judge Acker to the U.S. Attorney's
6 office, and subsequently to the special
7 prosecutors for consideration of criminal
8 contempt charges in Alabama, the Shows case
9 was filed naming Renfroe as a defendant, was
10 it not?
11 MR. MALLETTTE:
12 Object to the form.
13 A. And I respectfully decline to answer
14 based on my Fifth Amendment protections.
15 MR. TWIFORD:
16 Q. That was done in retaliation against
17 Renfroe, again, for actions taken against
18 you in the Alabama proceedings, wasn't it?
19 MR. MALLETTTE:
20 Object to the form to the extent it
21 seeks to invade the attorney/client
22 privilege and/or Work Product Doctrine.
23 A. And I respectfully decline to answer
24 based on my Fifth Amendment protections.
25 MR. TWIFORD:

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1 Q. And almost a week to the day after
2 you were referred by Judge Acker for
3 consideration of criminal contempt charges,
4 the qui tam complaint was amended and named
5 Renfroe and Jana and Gene Renfroe
6 individually as defendants, was it not?
7 A. I respectfully decline to answer
8 based on my Fifth Amendment protections.
9 Q. And that complaint was amended to
10 add Renfroe and Company and Jana and Gene
11 Renfroe individually as defendants in
12 retaliation against Renfroe for the actions
13 taken against you in the Alabama proceeding,
14 was it not?
15 MR. MALLETTTE:
16 Object to the form and object to the
17 extent it seeks to invade the Work Product
18 Doctrine.
19 A. And I respectfully decline to answer
20 based on my Fifth Amendment protections.
21 Q. Renfroe was not a defendant in the
22 qui tam action as initially filed, was it?
23 A. I respectfully decline to answer
24 based on my Fifth Amendment protections.
25 Q. And Renfroe, and Jana and Gene

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1 Renfroe individually were added as
2 defendants in the amended complaint in
3 qui tam in retaliation for Renfroes filing a
4 successful suit in Alabama against the
5 Rigsby sisters and obtaining an injunction
6 against the Rigsbys; is that correct?
7 MR. MALLETTTE:
8 Object to the form. Object to the
9 extent it seeks to invade the Work Product
10 Doctrine privilege.
11 A. And I respectfully decline to answer
12 based on my Fifth Amendment privilege.
13 MR. TWIFORD:
14 Q. Mr. Scruggs, I'm going to show you
15 what was previously marked as Exhibit 12 --
16 I'm sorry, 10, Exhibit 10 to your
17 deposition. And this is the e-mail from
18 Beth Jones to Rey at CBSNews.com, dated June
19 6, 2007. On that, it shows as attachments
20 the False Claim Act First Amended Complaint.
21 It also shows an attachment of a PDF of the
22 Renfroe code of conduct, does it not?
23 MR. MALLETTTE:
24 Object to the form.
25 A. And I respectfully decline to answer

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1 based on my Fifth Amendment protections.
2 MR. MALLETTTE:
3 And I'll withdraw my objection as to
4 the form of the question. I misunderstood
5 the question.
6 MR. TWIFORD:
7 Q. Mr. Scruggs, your office did, in
8 fact, provide the Renfroe code of conduct, a
9 confidential document, to CBC News on June
10 6, 2007, did it not?
11 MR. MALLETTTE:
12 Object on work product grounds.
13 A. And I respectfully decline to answer
14 based on my Fifth Amendment protections.
15 MR. TWIFORD:
16 Q. That code of conduct was not
17 produced as part of your production to State
18 Farm. I believe Exhibit 10 has one
19 attachment, and that's the False Claims Act,
20 First Amended Complaint. That's document
21 SMPD1-000568 through 612. It does not have
22 a copy of the code of conduct attached. Why
23 didn't you produce the Renfroe -- the rest
24 of the attachments, including the Renfroe
25 code of conduct?

1 MR. MALLETTE:
 2 Object to the form.
 3 A. I respectfully decline to answer
 4 based on my Fifth Amendment protections.
 5 MR. TWIFORD:
 6 Q. But that code of conduct was, in
 7 fact, furnished to ABC -- to CBS News; is
 8 that correct?
 9 A. I respectfully decline to answer
 10 based on my Fifth Amendment protections.
 11 Q. I hand you, also, what was marked as
 12 Exhibit 12, and that's a very similar e-mail
 13 to Exhibit 10. This e-mail, however, is
 14 shown as being sent on Wednesday, June 6th,
 15 2007, at 3:49 p.m., as opposed to Exhibit
 16 10, which was shown as sent at 1:49 p.m.; is
 17 that correct?
 18 A. I respectfully decline to answer
 19 based on my Fifth Amendment protections.
 20 Q. And Exhibit 12, which is Bates
 21 numbered SMPH1-001744 also has a date stamp
 22 at the bottom left corner which says,
 23 6/25/08; is that correct?
 24 A. I respectfully decline to answer
 25 based on my Fifth Amendment protections.

1 Q. What is the meaning of that date
 2 code stamp 6/25/08?
 3 A. I respectfully decline to answer
 4 based on my Fifth Amendment protections.
 5 Q. Mr. Scruggs, did you hire a
 6 Nashville, Tennessee public relations firm
 7 to assist you in the media campaign
 8 regarding Hurricane Katrina related
 9 litigation?
 10 MR. MALLETTE:
 11 Object on Work Product Doctrine
 12 grounds.
 13 MS. NICHOLSON:
 14 Join.
 15 A. I respectfully decline to answer
 16 based on my protections under the Fifth
 17 Amendment.
 18 Q. Would you identify the name of that
 19 PR firm for us, please?
 20 MR. MALLETTE:
 21 Object to the form, and to the
 22 extent it seeks to invade the Work Product
 23 Doctrine.
 24 MS. NICHOLSON:
 25 Join.

1 MR. DOOLEY:
 2 I object because this is beyond the
 3 scope of this deposition. This isn't the
 4 McIntosh case.
 5 A. I respectfully decline to answer
 6 based on my Fifth Amendment protections.
 7 MR. TWIFORD:
 8 Q. And what were the terms and
 9 conditions of their employment agreement
 10 with that Nashville PR firm --
 11 MR. MALLETTE:
 12 Same objections.
 13 MR. TWIFORD:
 14 Q. -- related to Hurricane Katrina
 15 cases?
 16 MR. MALLETTE:
 17 Same objection.
 18 MS. NICHOLSON:
 19 Join.
 20 A. I respectfully decline to answer
 21 based on my Fifth Amendment protections.
 22 MR. TWIFORD:
 23 Q. Do you have any fee arrangements
 24 regarding Katrina-related cases with the
 25 Provost, Umphrey law firm that's been

1 entering appearances in a number of these
 2 cases?
 3 MR. MALLETTE:
 4 Object as beyond the scope of this
 5 deposition.
 6 A. And I respectfully decline to answer
 7 based on my Fifth Amendment protections.
 8 MR. TWIFORD:
 9 Q. Mr. Scruggs, you discussed, did you
 10 not, with Senator Trent Lott issues
 11 regarding the National Flood Insurance
 12 Program as it relates to Katrina-related
 13 claims?
 14 MR. MALLETTE:
 15 I object on attorney/client
 16 privilege and Work Product Doctrine grounds
 17 and as beyond the scope of this deposition.
 18 MS. NICHOLSON:
 19 Join.
 20 A. And I respectfully decline to answer
 21 based on my Fifth Amendment privileges and
 22 protections.
 23 MR. TWIFORD:
 24 Q. Were you involved in any
 25 congressional hearings conducted by Senator

1 Lott regarding the National Flood Insurance
2 Program?

3 A. I respectfully decline to answer
4 based on my Fifth Amendment protections.

5 Q. Did you receive information from
6 Senator Lott or members of his staff
7 regarding the National Flood Insurance
8 Program as related to Hurricane Katrina
9 claims?

10 MR. MALLETTTE:

11 I object to the extent it seeks to
12 invade attorney/client privilege or Work
13 Product Doctrine privileges.

14 MS. NICHOLSON:

15 Join.

16 A. I respectfully decline to answer
17 based on my Fifth Amendment protections.

18 MR. TWIFORD:

19 Q. Are there any e-mail communications
20 with either Senator Lott or members of his
21 staff regarding NFIP issues as they may
22 relate to State Farm or Renfroe claims?

23 MR. MALLETTTE:

24 I object on attorney/client
25 privilege and Work Product Doctrine grounds.

1 A. And I respectfully decline to answer
2 based on my Fifth Amendment protections.

3 MR. TWIFORD:

4 Q. Senator Lott was also a client of
5 yours, was he not?

6 A. I respectfully decline to answer
7 based on my Fifth Amendment protections.

8 Q. What about your contacts with
9 Representative Gene Taylor regarding the
10 National Flood Insurance Program? Did you
11 have contact with Representative Taylor
12 regarding that?

13 MR. MALLETTTE:

14 Object to the form. Object on
15 attorney/client privilege and Work Product
16 Doctrine privilege grounds.

17 A. And I respectfully decline to answer
18 based on my Fifth Amendment protections.

19 MR. TWIFORD:

20 Q. Did you have any communications with
21 any staff members of Representative Taylor
22 regarding NFIP or NFIA issues as they relate
23 to State Farm and Renfroe flood claims?

24 A. I respectfully decline to answer
25 based on my Fifth Amendment protections.

1 Q. Did Representative Taylor or members
2 of his staff furnish you information
3 regarding the congressional hearings that
4 were conducted on that topic?

5 A. I respectfully --

6 Q. I'm sorry, on the NFIP issues?

7 A. I respectfully decline to answer
8 based on my Fifth Amendment protections.

9 Q. As a matter of fact, the information
10 that was furnished by Senator Lott's office
11 and by Representative Taylor's office
12 comprised a significant portion of the
13 claims that State Farm and Renfroe have
14 defrauded the federal government that you've
15 made a qui tam action, has it not?

16 MR. MALLETTTE:

17 I object on Work Product Doctrine
18 grounds and object as beyond the scope of
19 this deposition.

20 MS. NICHOLSON:

21 Join.

22 A. And I have to decline to
23 respectfully answer your question based on
24 my Fifth Amendment protections.

25 MR. TWIFORD:

1 Mr. Scruggs, I believe that's all of
2 the questions I have. Thank you, sir.

3 MS. NICHOLSON:

4 No questions from me.

5 MR. MALLETTTE:

6 Or us.

7 MR. WEBB:

8 And I don't have anything at this
9 time on behalf of State Farm subject to the
10 court's ruling on whether we reconvene and
11 the extent that we can further pursue
12 questions.

13 MR. TWIFORD:

14 And we reserve our right to depose
15 Mr. Scruggs in any of the other cases that
16 the court will allow us to do, as far as the
17 qui tam, et cetera, is concerned.

18 MR. MALLETTTE:

19 And we don't concede that right.

20 (Deposition concluded at 4:30 p.m.)

1 CERTIFICATE OF COURT REPORTER
 2 I, MONICA SCHROEDER, Court Reporter and
 3 Notary Public, in and for the County of
 4 Jackson, State of Mississippi, hereby
 5 certify that the foregoing pages, and
 6 including this page, contain a true and
 7 correct transcript of the testimony of the
 8 witness as taken by me at the time and place
 9 heretofore stated, and later reduced to
 10 typewritten form by computer-aided
 11 transcription under my supervision, to the
 12 best of my skill and ability.

13 I further certify that I placed the
 14 witness under oath to truthfully answer all
 15 questions in this matter under the authority
 16 vested in me by the State of Mississippi.

17 I further certify that I am not in the
 18 employ of, or related to, any counsel or
 19 party in this matter, and have no interest,
 20 monetary or otherwise, in the final outcome
 21 of the proceedings.

22 Witness my signature and seal, this the
 23 ____ day of _____, 2008.

24 _____
 25 Monica Schroeder, RPR, CRR, CSR #1285
 My Commission Expires July 15, 2011

1 ERRATA SHEET

2 I, RICHARD F. SCRUGGS, do solemnly swear
 3 that I have read the foregoing ____ pages
 4 and that the same is a true and correct
 5 transcript of the testimony given by me at
 6 the time and place hereinbefore set forth,
 7 with the following corrections:
 8 Page: Line: Correction:

9 _____
 10 _____
 11 _____
 12 _____
 13 _____
 14 _____

15 _____
 16 RICHARD F. SCRUGGS
 17 NOTARIZATION

18 I, _____, notary public
 19 for the State of Mississippi, _____
 20 County, do hereby certify that Richard F.
 21 Scruggs personally appeared before me this
 22 ____ day of _____, 2008, at
 23 _____, Mississippi.
 24 My Commission Expires: _____

25 _____
 (NOTARY PUBLIC)

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF MISSISSIPPI
SOUTHERN DIVISION**

-----X

THOMAS C. and PAMELA McINTOSH,	:	
	:	
Plaintiffs,	:	CIVIL ACTION NO. 1:06-CV-
	:	1080-LTS-RHW
- against -	:	
	:	
STATE FARM FIRE & CASUALTY CO. and:	:	
E. A. RENFROE & CO., INC.	:	
	:	
Defendants.	:	
	:	

-----X

AFFIDAVIT OF H. BENJAMIN MULLEN, ESQ.

STATE OF MISSISSIPPI)
)
COUNTY OF JACKSON)

H. Benjamin Mullen, being duly sworn, deposes and says:

1. I am a member of the bar of the State of Mississippi and of this Court. I am a member of the law firm of Bryan, Nelson, Schroeder, Castigliola & Banahan, PLLC, counsel of record for State Farm Fire and Casualty Company (“State Farm”) in this matter. I have personal knowledge of the facts set forth in this affidavit.

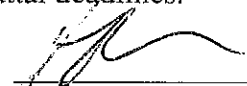
2. On Thursday, July 24, 2008, in anticipation of filing motions to compel deposition testimony of Zach Scruggs and Richard F. Scruggs, I forwarded a good faith certificate to counsel for the Scruggses with an email setting forth State Farm’s request for compliance in lieu of filing the motions to compel. See Exhibit “A” attached hereto.

3. On Friday, July 25, 2008, at 12:01 p.m., I received an email with a letter attached to it as well as a substantially altered good faith certificate from counsel for Zach Scruggs and Richard F. Scruggs. See Exhibit "B" attached hereto.

4. That based upon that correspondence and the many months of legal disputes over obtaining the deposition testimony of the Scruggses, as well as the exchanges that occurred over the course of multiple hours of each of the Scruggses' depositions, further attempts to resolve the issues involved in the motions to compel without Court intervention would be futile.

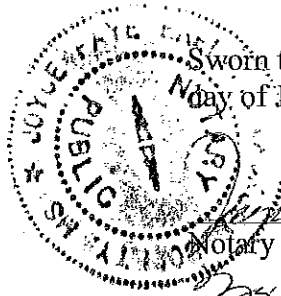
5. Neither I nor any of my co-counsel nor my client, State Farm, agree that the limitations set forth in Uniform Local District Court Rule 7.2 for responding to the motions to compel should apply because of the emergent nature of these motions to compel, vis-à-vis the impending incarceration of Zach Scruggs (August 15, 2008) and Richard F. Scruggs (August 4, 2008).

6. We are seeking expedited response and rebuttal deadlines.



W. Benjamin Mullen

Sworn to before me this 25th
day of July, 2008.



Notary Public

*My Commission Expires
Oct 29, 2011*

Ben Mullen

From: Ben Mullen
Sent: Thursday, July 24, 2008 5:31 PM
To: 'Paul Watkins'; Dan Webb
Cc: John Banahan; jrobie@romalaw.com; Cal Mayo; tina.nicholson@yahoo.com; Chip Merlin; Lee Martin; Brook Dooley; Pope Mallette; Twiford, H. Hunter; Layna Lassiter
Subject: RE: McIntosh v. State Farm
Importance: High
Attachments: Good Faith Certificate for Motions to Compel Testimony of the Scruggses.wpd

Paul,

In lieu of our filing motions to compel, this is State Farm's formal good faith request for your clients, Zach Scruggs and Richard Scruggs, to provide us with answers to all questions not answered at their depositions which took place on July 21 and July 22, 2008, respectively, and a certification under oath that all documents responsive to the Court's Orders have been produced and that none have been withheld on grounds of ostensible privilege or otherwise. We must have this information and agreement no later than 12:00 noon CDT on Friday, July 25, 2008. If you and your clients are unable to agree to this request by that time, please execute the attached good faith certificate and return to me by no later than noon CDT on July 25, 2008. If we do not receive either the agreement or the executed good faith certificate by noon tomorrow, we will presume that your clients will not agree and the certificate will not be signed and returned.

Thanks.

Ben

H. Benjamin Mullen, Esq.
BRYAN, NELSON, SCHROEDER,
CASTIGLIOLA & BANAHAN, PLLC
Post Office Drawer 1529
1103 Jackson Avenue
Pascagoula, MS 39568-1529
Tel.: 228.762.6631
Fax: 228.769.6392

From: Paul Watkins [mailto:pwatkins@MAYOMALLETTE.com]
Sent: Thursday, July 24, 2008 11:51 AM
To: Dan Webb
Cc: John Banahan; jrobie@romalaw.com; Cal Mayo; tina.nicholson@yahoo.com; Chip Merlin; Ben Mullen; Lee Martin; Brook Dooley; Pope Mallette; Twiford, H. Hunter
Subject: McIntosh v. State Farm

Dan

As we agreed on Monday and Tuesday, we will ask the Court to seal the depositions of Dick and Zach Scruggs by the end of the week. It is our understanding that all parties involved have agreed not to disclose these depositions until the Court rules on our motion to seal.

Thanks

Paul

=====

Exhibit "A"
Page 1 of 4

Paul B. Watkins, Jr.
Mayo Mallette PLLC
5 University Office Park
2094 Old Taylor Road
Post Office Box 1456
Oxford, Mississippi 38655
Tel: (662) 236-0055
Fax: (662) 236-0035
pwatkins@mayomallette.com
<http://www.mayomallette.com>

=====

This message may contain privileged material. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error or are not sure whether it is privileged, please immediately notify me by telephone and destroy this message. Thank you.

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF MISSISSIPPI
SOUTHERN DIVISION**

THOMAS C. AND PAMELA MCINTOSH

Plaintiffs

v.

CIVIL ACTION NO. 1:06-CV-01080-LTS-RHW

STATE FARM FIRE & CASUALTY CO., ET AL

Defendants

GOOD FAITH CERTIFICATE

All counsel certify that they have conferred in good faith to resolve the issues in question and that it is necessary to file the following motion:

Counsel further certify that:

as appropriate:

1. The motion is unopposed by all parties.

2. The motion is unopposed by:

3. The motion is opposed by: Counsel for Zach Scruggs and Richard Scruggs

4. The parties agree that replies and rebuttals to the motion shall be submitted to the magistrate judge in accordance with the time limitations stated in Uniform Local Rule 7.2

This the 24th day of July 2008.

Signature of Plaintiff's Attorney

Typed Name and Bar Number

Signature of Defendant's Attorney

H. BENJAMIN MULLEN—Bar No.: 9077

Typed Name and Bar Number

Ben Mullen

From: Pope Mallette [pmallette@MAYOMALLETTE.com]
Sent: Friday, July 25, 2008 11:59 AM
To: Ben Mullen; Paul Watkins
Cc: John Banahan; jrobie@romalaw.com; Cal Mayo; tina.nicholson@yahoo.com; Lee Martin; Brook Dooley; Twiford, H. Hunter
Subject: RE: McIntosh v. State Farm
Attachments: 20080725115251.pdf

Ben,

Please see attached.

Pope

From: Ben Mullen [mailto:ben@bnsch.com]
Sent: Friday, July 25, 2008 9:36 AM
To: Pope Mallette; Paul Watkins
Subject: FW: McIntosh v. State Farm
Importance: High

Pope,

I just saw your email from last night. Please see attached.

Ben

H. Benjamin Mullen, Esq.
BRYAN, NELSON, SCHROEDER,
CASTIGLIOLA & BANAHAN, PLLC
Post Office Drawer 1529
1103 Jackson Avenue
Pascagoula, MS 39568-1529
Tel.: 228.762.6631
Fax: 228.769.6392

From: Ben Mullen
Sent: Thursday, July 24, 2008 5:31 PM
To: 'Paul Watkins'; Dan Webb
Cc: John Banahan; jrobie@romalaw.com; Cal Mayo; tina.nicholson@yahoo.com; Chip Merlin; Lee Martin; Brook Dooley; Pope Mallette; Twiford, H. Hunter; Layna Lassiter
Subject: RE: McIntosh v. State Farm
Importance: High

Paul,

In lieu of our filing motions to compel, this is State Farm's formal good faith request for your clients, Zach Scruggs and Richard Scruggs, to provide us with answers to all questions not answered at their depositions which took place on July 21 and July 22, 2008, respectively, and a certification under oath that all documents responsive to the Court's Orders have been produced and that none have been withheld on grounds of ostensible privilege or otherwise. We must have this information and agreement no later than 12:00 noon CDT on Friday, July 25, 2008. If you and your clients are unable to agree to this request by that time, please execute the attached good faith certificate and return to me by no later than noon CDT on July 25, 2008. If we do not receive either the

Exhibit "B"
Page 1 of 6

7/25/2008

agreement or the executed good faith certificate by noon tomorrow, we will presume that your clients will not agree and the certificate will not be signed and returned.

Thanks.

Ben

H. Benjamin Mullen, Esq.
BRYAN, NELSON, SCHROEDER,
CASTIGLIOLA & BANAHAN, PLLC
Post Office Drawer 1529
1103 Jackson Avenue
Pascagoula, MS 39568-1529
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Subject: McIntosh v. State Farm

Dan

As we agreed on Monday and Tuesday, we will ask the Court to seal the depositions of Dick and Zach Scruggs by the end of the week. It is our understanding that all parties involved have agreed not to disclose these depositions until the Court rules on our motion to seal.

Thanks

Paul

=====
Paul B. Watkins, Jr.
Mayo Mallette PLLC
5 University Office Park
2094 Old Taylor Road
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Oxford, Mississippi 38655
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Fax: (662) 236-0035
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=====

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7/25/2008

MAYO MALLETTE

A PROFESSIONAL LIMITED LIABILITY COMPANY

ATTORNEYS AT LAW

POPE S. MALLETTTE

Writer's Email:
pmallette@mayomallette.com

H. Benjamin Mullen, Esquire
Bryan, Nelson, Schroeder, Castigliola & Banahan
1103 Jackson Avenue
Pascagoula, Mississippi 39568

Via Email & U. S. Mail

Re: Thomas C. and Pamela McIntosh v. State Farm Fire & Casualty Company, et al.
No. 1:06cv1080-LTS-RHW

Dear Ben:

After I left work yesterday, I received a copy of your e-mail demanding that I certify that you and I had conferred in good faith on disputed issues, and that I provide responses to questions and a "certification" regarding the document production, by noon today. You have not made a good faith effort to resolve any issues, as you waited until after close of business the day before your unilaterally-imposed noon deadline to make your demand. Within this very limited time frame, you provide no grounds for the relief you demand, or details regarding the unspecified deficiencies you apparently contend have occurred.

To be more specific, you provide no basis for your demand that the Scruggses "provide [you] with answers to all questions not answered at their depositions. . . ." Among other things, at both depositions both your co-counsel and counsel for Renfroe repeatedly accused the Scruggses of criminal activities, repeatedly asked pointed questions about their relationships and communications with former clients, and repeatedly sought to make them disclose details of their preparation for litigation in the *McIntosh* and other cases. State Farm's and Renfroe's attorneys repeatedly implied facts not established as the foundation of their questions, and implied duties of production that exceeded the Court's orders and the operative rules of procedure. Despite the questions on Monday and Tuesday, we fail to see how any fair reading of the Orders leading up to these depositions requires the Scruggses to universally waive their constitutional rights, or to abandon their duties to their prior clients.

Further, I am not aware of any basis for your demand that the Scruggses provide "a certification under oath that all documents responsive to the Court's Orders have been produced and

MAYO MALLETTE PLLC

H. Benjamin Mullen, Esquire

July 25, 2008

Page 2

that none have been withheld on grounds of ostensible privilege or otherwise.” However, if there is authority for your demand, please forward it to me for my consideration. More to the point, we have not withheld anything on privilege grounds and have produced all responsive documents after a reasonable search in response to State Farm’s subpoena. If you think there are other, specific documents that you believe were not but should have been produced, please provide a list and we will consider it expeditiously.

It seems clear from your filing on Tuesday evening, before I could return to my office after the deposition of Dick Scruggs, that you have known for at least several days that you intend to file a motion to compel. As you allowed 48 hours to elapse between that filing and your demand for an immediate good-faith certification (48 hours during which the parties could have actually worked toward a resolution of the disputes), your characterization of your letter of yesterday evening as a “good faith attempt” to resolve discovery disputes rings hollow.

Nevertheless, I have modified and signed the good faith certificate, indicating more correctly where we now stand. If you submit your certificate, please submit mine as well.

I remind you of our agreement not to disclose the depositions until the Court has ruled on the Scruggses’ Motion to Seal, which we expect to have filed by late this afternoon.

Cordially,

MAYO MALLETTE PLLC



Pope S. Mallette

PSM/ms

Mullen 04.wpd

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF MISSISSIPPI
SOUTHERN DIVISION**

THOMAS C. AND PAMELA MCINTOSH

Plaintiffs

v.

CIVIL ACTION NO. 1:06-CV-01080-LTS-RHW

STATE FARM FIRE & CASUALTY CO., ET AL

Defendants

GOOD FAITH CERTIFICATE

All counsel certify that they have conferred in good faith to resolve the issues in question and that it is necessary to file the following motion:

By Attorney for Non-Parties Richard and Zachary Scruggs: State Farm has indicated its intent to file a motion to compel testimony from the Scruggses. A version of this Certificate and an accompanying e-mail from counsel for State Farm were sent to the Scruggses' counsel after close of business on Thursday, July 24, 2008. They imposed a unilateral deadline of 12:00 p.m. on July 25, 2008, for approval of this Certificate. Counsel for the Scruggses responded with a good-faith letter before the stated deadline. The Scruggses deny that this effort, which included no explanation or authority for the relief sought through State Farm's e-mail, constituted a good-faith effort to resolve a discovery dispute. Nevertheless, the Scruggses believe it is their obligation under the Uniform Local Rules to sign and return this Certificate so that State Farm may proceed as it deems necessary.

Counsel further certify that:

as appropriate:

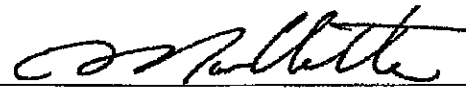
1. The motion is unopposed by all parties.

2. The motion is unopposed by:

3. The motion is opposed by: Counsel for Zach Scruggs and Richard Scruggs

4. The Scruggses agree that replies and rebuttals to the motion shall be submitted to the magistrate judge in accordance with the time limitations stated in Uniform Local Rule 7.2

This the 25th day of July 2008.



Signature of Non-Parties' Attorney

Pope S. Mallette -- MS Bar No. 9836

Typed Name and Bar Number

Signature of Defendant's Attorney

H. BENJAMIN MULLEN--Bar No.: 9077

Typed Name and Bar Number