

**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 ZACH 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 Zach 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 Zach Scruggs to re-appear for his deposition on a date to be determined but in no event later than August 8, 2008; (iv) directing Zach Scruggs or his counsel to certify under oath that no documents were withheld as privileged 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 21, 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 Z. 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.*, 118:4-120:16, 169:18-172:21.
- 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.*, 25:8-21, 163:4-14, 298:5-300:3.
- 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.*, 163:15-164:7, 178:10-182:8.
- 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 that were not produced by State

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.

Farm in discovery in this case. *Compare* June 20 Opinion at 3 *with* Ex. 1 at, *e.g.*, 14:24-15:11, 16:5-17:9, 29:25-31:8, 41:9-45:21, 51:23-55:17, 67:6-68:7, 71:2-75:2, 77:3-83:20, 114:19-115:5, 173:22-175:10, 178:10-182:8, 201:1-213:24, 230:16-231:18.

- 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.*, 85:13-17, 94:7-97:6, 99:4-21, 175:12-177:15.
- 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.*, 151:2-24, 155:19-156:19, 159:21-162:14, 176:17-177:11.

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 current address, Ex. 1 at 6:10-16; to whether he has ever given or taken a deposition, *id.* at 6:17-7:4; to whether his father is Richard Scruggs, *id.* at 8:19-24. 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 whether Mr. Scruggs attended meetings with certain third-parties, *see id.* at, *e.g.*, 17:18-18:5; those relating to the original October 12, 2005 engineer report, *id.* at, *e.g.*, 24:13-24, 125:6-15; those relating to Brian Ford, the author of the October 12 report, *id.* at, *e.g.*, 25:8-18, 26:4-27:5, 106:22-108:19, 141:24-142:20; those relating to various aspects of the relationship with the Rigbys, such as their payments, their funneling of documents, their use of cell phones and laptops, and their meetings where third-persons (such as, for example, the Rigbys’ mother or step-father) were present, *id.* at, *e.g.*, 29:25-30:7, 37:3-11, 39:11-41:4, 41:20-44:1, 52:23-53:20, 56:4-

25, 58:21-61:6; 61:14-18; 64:3-68:5, 70:24-71:11, 115:17-116:7, 117:15-25, 151:21-152:4, 187:15-25, 192:8-12; 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.*, 85:24-86:17, 87:4-88:1, 92:24-93:15, 101:22-102:10, 120:17-121:4, 123:5-124:8, 127:3-11. 150:14-23, 157:5-158:13; and to those relating to materials that were improperly subpoenaed in this matter, *id. at, e.g.*, 145:13-147:3. 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 15, 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 8, 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 and his counsel have refused to certify that no documents were withheld from the Scruggses’ document production because of privilege. *See, e.g.*, Ex. 1 at 133:20-134:5; 171:18-172:21. 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.

11. For all the reasons described above, State Farm also seeks its reasonable expenses and attorneys fees incurred in connection with Mr. Scruggs’ July 21, 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
JOHN A. BANAHAH

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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.
14
15
16

17 VIDEOTAPED DEPOSITION OF ZACH SCRUGGS
18

19 Taken at the Scruggs Law Firm, 120A
20 Courthouse Square, Oxford, Mississippi,
21 on Monday, July 21, 2008, beginning
22 at 9:30 a.m.

23 JOB NO. 14754
24
25

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AND RICHARD SCRUGGS
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18 ALSO PRESENT:
19 BRUCE TOMPKINS
20 REPORTED BY:
MONICA SCHROEDER, RPR, CRR, CSR #1285
21 JEFF CONNER - VIDEOGRAPHER
22
23
24
25

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7 Document Requests
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to Zachscruggs@scruggsfirm.com,
9 from C. Moran
10 Exhibit 3,
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1 STIPULATION
2 It is hereby stipulated and agreed
3 by and between the parties hereto, through
4 their respective attorneys of record, that
5 this deposition may be taken at the time and
6 place hereinbefore set forth, by Monica
7 Schroeder, Court Reporter and Notary Public,
8 pursuant to the Federal Rules of Civil
9 Procedure, as amended;
10 That the formality of READING AND
11 SIGNING is specifically NOT WAIVED;
12 That all objections, except as to
13 the form of the questions and the
14 responsiveness of the answers, are reserved
15 until such time as this deposition, or any
16 part thereof, may be used or is sought to be
17 used in evidence.
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Page 6

1 ZACH SCRUGGS
2 having been first duly sworn, was
3 examined and testified as follows:
4 EXAMINATION
5 BY MR. ROBIE:
6 Q. Would you please state your full
7 name and spell your last name for me.
8 A. David Zachary Scruggs,
9 S-c-r-u-g-g-s.
10 Q. And what is your current address,
11 please?
12 A. Based on the advice and instruction
13 of my counsel, I respectfully decline to
14 answer based on my privilege against
15 self-incrimination under the Fifth Amendment
16 and the Mississippi Constitution.
17 Q. Have you ever previously given a
18 deposition?
19 A. Based on the advice and instruction
20 of my counsel, I respectfully decline to
21 answer based upon my privilege against
22 self-incrimination under the Fifth Amendment
23 and the Mississippi Constitution.
24 Q. Have you ever taken a deposition?
25 A. Based on the advice and instruction

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1 of my counsel, I respectfully decline to
2 answer based upon my privilege against
3 self-incrimination under the Fifth Amendment
4 and the Mississippi Constitution.
5 Q. This is an oral proceeding. I'll be
6 asking you questions. I would ask you,
7 please, if you don't understand the
8 questions to stop and tell me you don't
9 understand and I'll do my best to rephrase
10 it for you. If you also wait until I
11 complete my question before answering, it
12 will assist in making a clearer record and
13 will prevent the court reporter from
14 throwing her machine at us in sheer
15 frustration. Will you do that for me,
16 please?
17 A. Based on the advice and instruction
18 of my counsel, I respectfully decline to
19 answer based on my privilege against
20 self-incrimination under the Fifth Amendment
21 and the Mississippi Constitution.
22 Q. The oath that was administered to
23 you was the same oath that you take in a
24 court of law. Do you understand that the
25 proceeding we're about to start is being

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1 conducted under penalty of perjury?
2 MR. MARTIN:
3 Can we have an understanding that he
4 can just say "same objection" to avoid
5 having to read that each time? Because that
6 obviously is what he will do in response to
7 each question that you ask him.
8 MR. ROBIE:
9 I would prefer to have him clearly
10 state the objection.
11 MR. MARTIN:
12 All right.
13 A. Based on the advice and instruction
14 of my counsel, I respectfully decline to
15 answer, based on my privilege against
16 self-incrimination under the Fifth Amendment
17 and the Mississippi Constitution.
18 MR. ROBIE:
19 Q. Your father is Richard Scruggs?
20 A. Based on the advice and instruction
21 of my counsel, I respectfully decline to
22 answer based upon my privilege against
23 self-incrimination under the Fifth Amendment
24 and the Mississippi Constitution.
25 Q. Isn't it true that you are a

Page 9

1 convicted felon?
2 A. Based on the advice and instruction
3 of my counsel, I respectfully decline to
4 answer based upon my privilege against
5 self-incrimination under the Fifth Amendment
6 and the Mississippi Constitution.
7 Q. Isn't it true that you were
8 sentenced to 14 months in federal prison for
9 failure to report a conspiracy to corruptly
10 influence a state court circuit judge?
11 MR. MALLETTTE:
12 Object to the form.
13 A. Based on the advice and instruction
14 of my counsel, I respectfully decline to
15 answer based upon my privilege against
16 self-incrimination under the Fifth Amendment
17 and the Mississippi Constitution.
18 MR. ROBIE:
19 Q. Isn't it true that you are to report
20 to federal prison on August 14, 2008, to
21 begin the service of your sentence?
22 A. Based on the advice and instruction
23 of my counsel, I respectfully decline to
24 answer based upon my privilege against
25 self-incrimination under the Fifth Amendment

Page 10

1 and the Mississippi Constitution.
2 Q. Isn't it true that you have been
3 disbarred based on your conviction for
4 failing to report a conspiracy to corruptly
5 influence a state court circuit judge?
6 MR. MALLETTTE:
7 Object to the form.
8 A. Based on the advice and instruction
9 of my counsel, I respectfully decline to
10 answer based upon my privilege against
11 self-incrimination under the Fifth Amendment
12 and the Mississippi Constitution.
13 MR. ROBIE:
14 Q. Did you meet with anyone to prepare
15 for your deposition?
16 A. Based on the advice and instruction
17 of my counsel, I respectfully decline to
18 answer based upon my privilege against
19 self-incrimination under the Fifth Amendment
20 and the Mississippi Constitution.
21 Q. Did you review any documents to
22 prepare for your deposition?
23 A. Based on the advice and instruction
24 of my counsel, I respectfully decline to
25 answer based upon my privilege against

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1 self-incrimination under the Fifth Amendment
2 and the Mississippi Constitution.
3 Q. Have you seen the subpoena that was
4 served compelling you to appear at this
5 deposition?
6 A. Based on the advice and instruction
7 of my counsel, I respectfully decline to
8 answer based upon my privilege against
9 self-incrimination under the Fifth Amendment
10 and the Mississippi Constitution.
11 Q. Have you brought any documents with
12 you here today in response to that subpoena?
13 A. Based on the advice and instruction
14 of my counsel, I respectfully decline to
15 answer based upon my privilege against
16 self-incrimination under the Fifth Amendment
17 and the Mississippi Constitution.
18 Q. Did you provide documents to State
19 Farm in response to a Request for Production
20 of documents?
21 A. Based on the advice and instruction
22 of my counsel, I respectfully decline to
23 answer based upon my privilege against
24 self-incrimination under the Fifth Amendment
25 and the Mississippi Constitution.

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1 Q. Have you seen Judge Senter's
2 memorandum opinion overruling your
3 objections regarding discovery requests and
4 ordering you to produce documents to State
5 Farm?
6 MR. MALLETTTE:
7 Object to the form.
8 A. Based on the advice and instruction
9 of my counsel, I respectfully decline to
10 answer based upon my privilege against
11 self-incrimination under the Fifth Amendment
12 and the Mississippi Constitution.
13 MR. ROBIE:
14 Q. Have you complied with Judge
15 Senter's order requiring you to produce
16 documents?
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. Can you explain to me, please, what
23 process you went through in order to satisfy
24 yourself that you had fully complied with
25 Judge Senter's order to produce documents in

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1 response to that subpoena?
2 A. Based on the advice and instruction
3 of my counsel, I respectfully decline to
4 answer based upon my privilege against
5 self-incrimination under the Fifth Amendment
6 and the Mississippi Constitution.
7 MR. ROBIE:
8 I'd like to mark as Exhibit 1 to
9 this deposition the notice of this
10 deposition.
11 MR. MALLETTTE:
12 Can I see the document, please?
13 MR. ROBIE:
14 Yes.
15 MR. MALLETTTE:
16 What you have handed me is a notice
17 of intent to serve subpoena, dated back on
18 the 14th of January of '08. I don't know
19 that this is the notice of this deposition.
20 MR. ROBIE:
21 You are right. Here is the Second
22 Re-Notice of Video Deposition with a
23 document request that bears the PACER case
24 number and --
25 MR. MALLETTTE:

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1 Is that your proposed Exhibit 1?
2 MR. ROBIE:
3 Yes, it is. We'll mark it and give
4 it to the court reporter.
5 (Exhibit 1 was marked.)
6 MR. ROBIE:
7 Q. This document requests you to
8 produce here today the originals of any
9 documents which were previously produced in
10 response to our Request for Production.
11 Have you brought any original documents?
12 A. Based on the advice and instruction
13 of my counsel, I respectfully decline to
14 answer, based upon my privilege against
15 self-incrimination under the Fifth Amendment
16 and the Mississippi Constitution.
17 MR. MALLETTTE:
18 And I also note our objection, which
19 was provided in writing to Mr. Mullen,
20 counsel for State Farm, that we objected to
21 the requirement of bringing additional
22 documents of those already produced.
23 MR. ROBIE:
24 Q. Did you bring the original October
25 12, 2005 Forensic Analysis engineering

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1 report on the McIntosh property with the
2 original sticky note attached?
3 MR. MALLETTTE:
4 Object to the form.
5 MS. NICHOLSON:
6 Object to the form.
7 A. Based on the advice and instruction
8 of my counsel, I respectfully decline to
9 answer based upon my privilege against
10 self-incrimination under the Fifth Amendment
11 and the Mississippi Constitution.
12 MR. ROBIE:
13 Q. Isn't it a fact that your clients,
14 your then clients, Kerri and Cori Rigsby,
15 stole that document from State Farm?
16 MR. MALLETTTE:
17 Object to the form.
18 MS. NICHOLSON:
19 Join.
20 MR. MALLETTTE:
21 And instruct not to answer on
22 attorney/client privilege grounds.
23 A. Based on advice and instruction from
24 my counsel, I respectfully decline to answer
25 based upon my privilege against

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1 self-incrimination under the Fifth Amendment
2 and the Mississippi Constitution and the
3 objection that my counsel just raised.
4 MR. ROBIE:
5 Q. Kerri and Cori Rigsby have testified
6 that by Halloween of 2005 they stole the
7 original October 12, 2005 Forensic
8 Engineering report on the McIntosh property
9 from State Farm's records. Isn't it a fact
10 they gave you that document after they took
11 it from State Farm?
12 MR. MALLETTTE:
13 Object to the form.
14 MS. NICHOLSON:
15 Object to the form.
16 A. Based on the advice and instruction
17 of my counsel, I respectfully decline to
18 answer based upon my privilege against
19 self-incrimination under the Fifth Amendment
20 and the Mississippi Constitution.
21 MR. ROBIE:
22 Q. How many times have you seen that
23 original report, the October 12, 2005
24 Forensic Engineering report relating to the
25 McIntosh property?

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1 MR. MALLETTTE:
2 Object to the form.
3 MS. NICHOLSON:
4 Object to the form.
5 A. Based on the advice and instruction
6 of my counsel, I respectfully decline to
7 answer based upon my privilege against
8 self-incrimination under the Fifth Amendment
9 and the Mississippi Constitution.
10 MR. ROBIE:
11 Q. When did you first meet with Kerri
12 and Cori Rigsby?
13 A. Based on the advice and instruction
14 of my counsel, I respectfully decline to
15 answer based upon my privilege against
16 self-incrimination under the Fifth Amendment
17 and Mississippi Constitution.
18 Q. Did you attend a meeting at the
19 Mississippi Department of Insurance with
20 your father in December of 2005?
21 A. Based on the advice and instruction
22 of my counsel, I respectfully decline to
23 answer based upon my privilege against
24 self-incrimination under the Fifth Amendment
25 and Mississippi Constitution.

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1 MR. MALLETTE:
2 And I object to the question on
3 attorney/client and work product grounds.
4 MS. NICHOLSON:
5 Join.
6 MR. ROBIE:
7 I'm not sure I know which attorney
8 work product or attorney/client privilege
9 you are asserting. Who's the attorney and
10 who's the client?
11 MR. MALLETTE:
12 I'm not sure. In January '05, I
13 don't know what the predicate for your
14 question is.
15 MR. ROBIE:
16 If I said January '05, I meant --
17 let me restate it.
18 Q. Lee Harrell, of the Mississippi
19 Department of Insurance, has testified that
20 he met with your father at the department in
21 December of 2005. Did you attend that
22 meeting?
23 A. Based on the advice and instruction
24 of my counsel, I respectfully decline to
25 answer based upon my privilege against

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1 self-incrimination under the Fifth Amendment
2 and the Mississippi Constitution.
3 Q. Mr. Harrell has further testified
4 that during the course of that meeting, Dick
5 Scruggs informed him that he was working
6 with two insiders at State Farm who were
7 furnishing him information. Isn't it a fact
8 that you were present at that meeting and
9 heard him make that statement?
10 A. Based on the advice and instruction
11 of my counsel, I respectfully decline to
12 answer based upon my privilege against
13 self-incrimination under the Fifth Amendment
14 and the Mississippi Constitution.
15 Q. Other than Kerri and Cori Rigsby,
16 are there any other State Farm insiders that
17 have ever worked with you, your father, the
18 SKG or the Scruggs law group on Hurricane
19 Katrina litigation?
20 MR. MALLETTE:
21 I object on work product grounds.
22 MS. NICHOLSON:
23 And I object. Join to the extent it
24 involved the McIntosh case.
25 A. Based on the advice and instruction

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1 of my counsel, I respectfully decline to
2 answer based upon my privilege against
3 self-incrimination under the Fifth Amendment
4 and the Mississippi Constitution.
5 Q. In fact, the only State Farm
6 insiders who have ever worked with your firm
7 on the McIntosh case are Kerri and Cori
8 Rigsby; isn't that a fact?
9 MR. MALLETTE:
10 Object to the form.
11 MS. NICHOLSON:
12 And, also, I assert the work product
13 and attorney/client privilege.
14 A. Based on the advice and instruction
15 of my counsel, I respectfully decline to
16 answer based upon my privilege against
17 self-incrimination under the Fifth Amendment
18 and the Mississippi Constitution.
19 MR. ROBIE:
20 Just so I have a clear
21 understanding, Ms. Nicholson, whose work
22 product and what attorney/client privilege
23 are you protecting?
24 MS. NICHOLSON:
25 To the extent he was acting as the

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1 McIntosh's attorney during that and in the
2 McIntosh case, to that extent, that's the
3 work product I'm asserting.
4 MR. ROBIE:
5 Q. How many times have you seen the
6 October 12, 2005 Forensic Engineering
7 original report with sticky note?
8 MR. MALLETTE:
9 Is that the question?
10 MR. ROBIE:
11 Yes.
12 Q. How many times have you seen that
13 report?
14 MR. MALLETTE:
15 Object to the form.
16 MS. NICHOLSON:
17 Object to the form.
18 A. Based on the advice and instruction
19 of my counsel, I respectfully decline to
20 answer based upon my privilege against
21 self-incrimination under the Fifth Amendment
22 and the Mississippi Constitution.
23 MR. ROBIE:
24 Q. Did you tell the Attorney General of
25 the State of Mississippi that he could

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1 subpoena that record, namely, the October
2 12, 2005 Forensic Engineering report from
3 State Farm knowing full well that State Farm
4 could never produce it because your clients,
5 the Rigsbys, had stolen it?
6 MR. MALLETTTE:
7 Object to the form.
8 MS. NICHOLSON:
9 Object to the form.
10 A. Based on the advice and instruction
11 of my counsel, I respectfully decline to
12 answer based upon my privilege against
13 self-incrimination under the Fifth Amendment
14 and the Mississippi Constitution.
15 MR. ROBIE:
16 Q. In fact, that's exactly what
17 occurred, isn't it, Mr. Scruggs?
18 MR. MALLETTTE:
19 Object to the form.
20 MS. NICHOLSON:
21 Object to the form.
22 A. Based on the advice and instruction
23 of my counsel, I respectfully decline to
24 answer based upon my privilege against
25 self-incrimination under the Fifth Amendment

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1 and the Mississippi Constitution.
2 MR. ROBIE:
3 Q. You did tell the Attorney General of
4 the State of Mississippi and/or his deputies
5 that the State could subpoena the original
6 October 12, 2005 Forensic Engineering
7 Analysis report on the McIntosh property
8 knowing full well that State Farm could
9 never produce it because your clients, Kerri
10 and Cori Rigsby, had stolen it from State
11 Farm?
12 MR. MALLETTTE:
13 Object to the form.
14 MS. NICHOLSON:
15 Object to the form.
16 A. Based on the advice and instruction
17 of my counsel, I respectfully decline to
18 answer based upon my privilege against
19 self-incrimination under the Fifth Amendment
20 and the Mississippi Constitution.
21 MR. ROBIE:
22 Q. Did you also tell reporters that
23 State Farm had destroyed the October 12,
24 2005 Forensic Engineering report on the
25 McIntosh property knowing that, in fact, it

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1 had been stolen from State Farm and that the
2 company didn't have it?
3 MR. MALLETTTE:
4 Object to the form.
5 MS. NICHOLSON:
6 Object to the form.
7 A. Based on the advice and instruction
8 of my counsel, I respectfully decline to
9 answer based upon my privilege against
10 self-incrimination under the Fifth Amendment
11 and the Mississippi Constitution.
12 MR. ROBIE:
13 Q. Isn't it a fact, Mr. Scruggs, that
14 you initiated a strategy to urge the law
15 enforcement officers of Mississippi and the
16 press to pursue a claim of fraud against
17 State Farm because your clients had stolen
18 the original October 12 Forensic Engineering
19 report and you knew that State Farm could
20 never produce it?
21 MR. MALLETTTE:
22 Object to the form and object to
23 Work Product Doctrine invasion.
24 MS. NICHOLSON:
25 Join.

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1 A. Based on the advice and instruction
2 of my counsel, I respectfully decline to
3 answer that question based upon my privilege
4 against self-incrimination, based on the
5 Fifth Amendment and the Mississippi
6 Constitution.
7 MR. ROBIE:
8 Q. How many conversations did you have
9 with Brian Ford, the author of the October
10 12, 2005 Forensic Engineering report?
11 MS. NICHOLSON:
12 Object to the form. Also, object on
13 the work product and attorney/client
14 privilege.
15 MR. MALLETTTE:
16 Object to the form.
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 Mississippi Constitution.
22 MR. ROBIE:
23 Q. Were you a member of the SKG?
24 A. Based on the advice and instruction
25 of my counsel, I respectfully decline to

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1 answer based upon my privilege against
2 self-incrimination under the Fifth Amendment
3 and the Mississippi Constitution.
4 Q. Were -- the SKG and/or the Scruggs
5 law firm agreed to pay Brian Ford \$10,000 a
6 month for consulting with your firm and the
7 SKG in Katrina litigation, didn't they?
8 MR. MALLETTTE:
9 Object to the form.
10 MS. NICHOLSON:
11 Object to the form. Also work
12 product.
13 A. Based on the advice and instruction
14 of my counsel, I respectfully decline to
15 answer based upon my privilege against
16 self-incrimination under the Fifth Amendment
17 and the Mississippi Constitution.
18 MR. ROBIE:
19 Q. The agreement to pay Brian Ford
20 \$10,000 a month fell through when Brian Ford
21 testified that the follow-up report on the
22 McIntosh property, namely, the October 20th,
23 2005 report, was more accurate than the
24 October 12 report, which your clients had
25 stolen from State Farm; isn't that a fact?

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1 MR. MALLETTTE:
2 Object to the form and object as
3 invading Work Product Doctrine.
4 MS. NICHOLSON:
5 Same objection.
6 A. Based on the advice and instruction
7 of my counsel, I respectfully decline to
8 answer based upon my privilege against
9 self-incrimination under the Fifth Amendment
10 and the Mississippi Constitution.
11 MR. ROBIE:
12 Q. ^ Start here isn't it true that your
13 father or your firm arranged for Robert
14 Oswald to buy Kerri Rigsby's house for
15 somewhere in the range of \$500,000?
16 A. Based on the advice and instruction
17 of my counsel, I respectfully decline to
18 answer based upon my privilege under
19 self-incrimination under the Fifth Amendment
20 and the Mississippi Constitution.
21 MR. MALLETTTE:
22 And I object on attorney/client
23 privilege grounds.
24 A. And I adopt that objection, as well.
25 Q. How much have the Rigsbys been paid

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1 by you, your father, the Scruggs law firm or
2 the Scruggs Katrina group?
3 MS. NICHOLSON:
4 Object to the form.
5 MR. MALLETTTE:
6 I object to the form. I object to
7 the attorney/client privilege.
8 A. Based on advice and instruction my
9 counsel, I respectfully decline to answer
10 based on my privilege against
11 self-incrimination under the Fifth Amendment
12 and the Mississippi Constitution and the
13 objections raised by my counsel.
14 Q. Are you or your father still paying
15 the Rigsbys?
16 MR. MALLETTTE:
17 Object to the form.
18 MS. NICHOLSON:
19 Join the objection.
20 A. Based on the advice and instruction
21 of my counsel, I respectfully decline to
22 answer based upon my privilege against
23 self-incrimination under the Fifth Amendment
24 and the Mississippi Constitution.
25 Q. Have you or your father promised Mr.

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1 and Mrs. McIntosh a recovery from their
2 case?
3 MR. MALLETTTE:
4 Object to the form. Object to
5 attorney/client privilege.
6 MS. NICHOLSON:
7 Object to the form. Same objection.
8 A. Based on the advice and instruction
9 of my counsel, I respectfully decline to
10 answer based on my privilege of
11 self-incrimination under the Fifth Amendment
12 and the Mississippi Constitution.
13 Q. How much did you promise Thomas
14 Pamela McIntosh that you would guarantee
15 them in their recovery against State Farm?
16 MR. MALLETTTE:
17 Object to the form and based on
18 attorney/client privilege.
19 MS. NICHOLSON:
20 Same objection.
21 A. Based on advice and instruction of
22 counsel, I've respectfully decline to answer
23 based on self incrimination under the Fifth
24 Amendment and Mississippi Constitution.
25 Q. What did you do with the calendar

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1 that Cori Rigsby printed off her State Farm
2 computer and produced to your office?
3 MR. MALLETTTE:
4 Object to the form, attorney/client
5 privilege and Work Product Doctrine.
6 MS. NICHOLSON:
7 Same objection.
8 A. Based on advice and instruction of
9 my counsel, rye SPECT fully decline to
10 answer based on self-incrimination under the
11 Fifth Amendment and Mississippi
12 Constitution.
13 Q. You didn't produce Ms. Rigsby's
14 calendar in response to State Farm's Request
15 for Production of documents, did you?
16 A. Based on advice and instruction of
17 my counsel, I respectfully decline to answer
18 based on my privilege under
19 self-incrimination in the Fifth Amendment
20 and Mississippi Constitution.
21 Q. You have never produced Cori
22 Rigsby's calendar to any party in the
23 McIntosh litigation despite requests to do
24 so, have you?
25 MR. MALLETTTE:

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1 Object to the form.
2 MS. NICHOLSON:
3 Join.
4 A. Based on the advice and instruction
5 of my counsel, I respectfully decline to
6 answer based upon my privilege under
7 self-incrimination and the Mississippi
8 Constitution.
9 MR. ROBIE:
10 Q. How much have you or your father
11 paid to the Rigsbys' attorneys for their
12 criminal defense?
13 A. Based on the advice and instruction
14 of my counsel, I respectfully decline to
15 answer based upon my privilege under
16 self-incrimination under the Fifth Amendment
17 and Mississippi Constitution.
18 Q. Who selected George Holly as the
19 first defense counsel for Ms. Kerri and Cori
20 Rigsby?
21 MR. MALLETTTE:
22 I object on attorney/client
23 privilege.
24 A. Based on the advice and instruction
25 of my counsel, I respectfully decline to

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1 answer based upon self-incrimination in the
2 Mississippi Constitution.
3 Q. Is it Greg Hawley or George Hawley?
4 Greg Hawley, H A W L E Y.
5 MR. MALLETTTE:
6 Same objection.
7 MR. ROBIE:
8 Same answer?
9 A. I adopt my previous answer.
10 MR. ROBIE:
11 Q. How much has Mr. Hawley been paid by
12 you, you were father or your firm?
13 A. Based on the advice and instruction
14 of my counsel, I respectfully decline to
15 answer based upon my privilege under
16 self-incrimination under the Fifth Amendment
17 and the Mississippi Constitution.
18 MR. MALLETTTE:
19 And I object to the form of the
20 question.
21 MS. NICHOLSON:
22 Join? The objection.
23 MR. ROBIE:
24 Q. The Rigsbys have testified without
25 contradiction that your father has agreed to

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1 pay for their defense, to pay for all
2 attorneys' fees incurred, and that includes
3 Mr. Hawley, the Zuckerman Spaeder firm and
4 the Battle, Fleenor firm. Are they being
5 dishonest when they tell us that?
6 MR. MALLETTTE:
7 Object to the form.
8 MS. NICHOLSON:
9 Join in the objection.
10 A. Based on the advice and instruction
11 of my counsel, I respectfully decline to
12 answer based on my privilege against self
13 incrimination under the Fifth Amendment and
14 the Mississippi Constitution.
15 MR. ROBIE:
16 Q. How much has your father or your
17 firm or the Scruggs Katrina group paid
18 Zuckerman Spaeder to date on behalf of the
19 Rigsbys?
20 MR. MALLETTTE:
21 Object to the form.
22 A. Based on the advice and instruction
23 of my counsel, rye respectfully decline to
24 answer based upon my privilege under
25 self-incrimination under the Fifth Amendment

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1 and the Mississippi Constitution.
2 Q. How much has your father, yourself
3 or the SKG paid to battle flea nor to date
4 on behalf of the Rigsbys?
5 A. Based on the advice and instruction
6 of my counsel, I respectfully decline to
7 answer based upon my privilege against
8 self-incrimination under the fifth amount
9 endment and the Mississippi Constitution.
10 Q. Are you still paying the attorney
11 charges for the work being performed by
12 battle flea nor currently on behalf of the
13 Rigsbys?
14 MR. MALLETTTE:
15 Object to the form.
16 MS. NICHOLSON:
17 Object to the form.
18 A. Based on the advice and instruction
19 of my counsel, I respectfully decline to
20 answer based upon my privilege under
21 self-incrimination under the Fifth Amendment
22 and the Mississippi Constitution.
23 MR. ROBIE:
24 Q. Are you still paying attorney fees
25 to the Zuckerman Spaeder firm for the their

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1 work in the fourth circuit appellate matter
2 on behalf of the Rigsbys?
3 MR. MALLETTTE:
4 Object to the form.
5 MS. NICHOLSON:
6 Object to the form.
7 A. Based on the advice and instruction
8 of counsel, rye respectfully decline to
9 answer based on the Fifth Amendment and
10 Mississippi Constitution.
11 MR. ROBIE:
12 Q. How much total, to date, has your
13 father, your firm or the SKG paid the
14 Rigsbys under their \$150,000 per year
15 consulting agreement?
16 MR. MALLETTTE:
17 Object to the form.
18 MS. NICHOLSON:
19 Object to the form.
20 A. Based on the advice and instruction
21 of my counsel, I respectfully decline to
22 answer based upon my privilege against
23 self-incrimination under the Fifth Amendment
24 and the Mississippi Constitution.
25 Q. Did the Rigsbys submit any kind of

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1 paperwork as a precondition of receiving
2 their monthly or semi-monthly payment of
3 their \$150,000 a year consulting contract?
4 MR. MALLETTTE:
5 Object to the form and object to the
6 extent it seeks to invade the
7 attorney/client privilege.
8 MS. NICHOLSON:
9 Join.
10 A. Based on the advice and instruction
11 of my counsel, rye respectfully decline to
12 answer based upon my privilege under
13 self-incrimination under the Fifth Amendment
14 and the Mississippi Constitution.
15 Q. Is Charlene Bosarge the person at
16 the Scruggs law firm who maintained the
17 financial records relating to payments made
18 to the Rigsbys?
19 MS. NICHOLSON:
20 Object to the form.
21 MR. MALLETTTE:
22 Object to work products doctrine.
23 A. Based on the advice and instruction
24 of my counsel, I respectfully decline to
25 answer based upon my privilege under

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1 self-incrimination under the Fifth Amendment
2 and the Mississippi Constitution.
3 Q. Isn't it a fact that the Rigsbys
4 submitted requests for reimbursement of
5 travel expenses to Charlene Bosarge and were
6 paid those requested reimbursements pursuant
7 to their consulting contract with your firm?
8 MR. MALLETTTE:
9 I object on work product grounds.
10 MS. NICHOLSON:
11 Join.
12 A. Based on the advice than trucks of
13 my counsel, rye SPECT fully decline to
14 answer based upon my privilege against
15 self-incrimination under the fifth amount
16 endment and the Mississippi Constitution.
17 Q. I want you to assume that both Kerri
18 and Cori Rigsby testified at the last
19 session of their deposition that they took a
20 trip to Washington, D.C., and your firm
21 reimbursed them for those expenses. I want
22 you to further assume that we have never
23 seen either proof of that reimbursement or
24 proof of the expenses which were submitted
25 to Charlene Bosarge for reimbursement. Do

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1 you know where those documents are today?
2 MR. MALLETTTE:
3 Object to the form.
4 MS. NICHOLSON:
5 Object to the form.
6 A. Based on the advice and instruction
7 of my counsel, I respectfully decline to
8 answer based upon my privilege under
9 self-incrimination under the Fifth Amendment
10 and the Mississippi Constitution.
11 MR. ROBIE:
12 Q. Has your firm destroyed financial
13 records relating to reimbursement of
14 expenses and payment of compensation to the
15 Rigsbys?
16 MR. MALLETTTE:
17 Object to the form.
18 MS. NICHOLSON:
19 Join.
20 A. Based on the advice and instruction
21 of my counsel, I respectfully decline to
22 answer based upon my privilege against
23 self-incrimination under the Fifth Amendment
24 and the Mississippi Constitution.
25 Q. Does Tim C A N T R E L L maintain

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1 financial records for reimbursement of the
2 Rigsbys' claimed expenses or payment of
3 their consulting fees?
4 MS. NICHOLSON:
5 Object to the form and work product.
6 A. Based on the advice and instruction
7 of my counsel, I respectfully decline to
8 answer based upon my privilege against
9 self-incrimination under the Fifth Amendment
10 and the Mississippi Constitution.
11 Q. Were the Rigsbys paid their
12 compensation on the \$150,000 a piece
13 consultation contract by check, cash, wire
14 transfer or some other form?
15 MS. NICHOLSON:
16 Object to the form. Work product.
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. How about Meg McAlister, has she
23 written checks to pay attorney's fees for
24 the Rigsbys?
25 MS. NICHOLSON:

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1 Object to the form, attorney/client
2 privilege and work product.
3 MR. MALLETTTE:
4 And I object to the form.
5 A. Based on the advice and instruction
6 of my counsel, I respect foot I decline to
7 answer based upon my privilege under
8 self-incrimination in the Fifth Amendment
9 and Mississippi Constitution.
10 Q. Did Meg McAlister issue payments to
11 the rigs business for reimbursement of
12 expenses?
13 MS. NICHOLSON:
14 Object to the format on I client
15 privilege and work product protection.
16 A. Based on the advice and instruction
17 of my counsel, I respectfully decline to
18 answer based on my privilege against self
19 incrimination under the Fifth Amendment and
20 Mississippi Constitution.
21 Q. Did Meg McAlister issue payments to
22 the rigs business as part of the \$150,000
23 payment per year under the consulting
24 product?
25 MR. MALLETTTE:

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1 Object to the form.
2 MS. NICHOLSON:
3 Object to work product and attorney
4 client privilege.
5 A. Based on the advice and instruction
6 of my counsel, rye SPECT fully decline to
7 answer that question based on the Fifth
8 Amendment and the Mississippi Constitution.
9 Q. When was the first time that Kerri
10 or Cori Rigsby brought documents to you that
11 they stole from State Farm?
12 MR. MALLETTTE:
13 Object to the form.
14 MS. NICHOLSON:
15 Object to the form.
16 A. Based on advice and instruction of
17 my counsel, I respectfully decline to answer
18 based on the fifth amend 789 and Mississippi
19 Constitution.
20 Q. How many times did Kerri or Cori
21 Rigsby bring documents to your office that
22 they had taken from State Farm's Katrina
23 operation?
24 MR. MALLETTTE:
25 Object to the form and object to

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1 attorney/client privilege.
2 MS. NICHOLSON:
3 Join and Work Product Doctrine.
4 A. Based on the advice and instruction
5 of my counsel, I respectfully decline to
6 answer based upon my privilege against
7 self-incrimination under the Fifth Amendment
8 and the Mississippi Constitution.
9 Q. Isn't it a fact that someone at the
10 Scruggs law firm was responsible for
11 maintaining documents and records that Kerri
12 and Cori Rigsby brought to the firm from
13 State Farm's Katrina operation?
14 MR. MALLETTTE:
15 Object to the form. Object on
16 attorney/client privilege and Work Product
17 Doctrine.
18 MS. NICHOLSON:
19 Join all objections.
20 A. Based on at advice and instruction
21 of my counsel, I respectfully decline to
22 answer based upon my privilege under
23 self-incrimination under the Fifth Amendment
24 and Mississippi Constitution.
25 Q. Did the Scruggs law firm maintain

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1 those records right up to today?
2 MR. MALLETTTE:
3 I object on attorney/client and work
4 product grounds.
5 MS. NICHOLSON:
6 Join.
7 A. Based on the advice and instruction
8 of my counsel, I respectfully decline to
9 answer based upon my privilege under
10 self-incrimination under the Fifth Amendment
11 and Mississippi Constitution.
12 MR. ROBIE:
13 Q. Does the Scruggs law firm presently
14 have the documents or copies of documents
15 which the Rigsbys brought to the firm from
16 State Farm's Katrina operation?
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 Mississippi Constitution.
22 MR. MALLETTTE:
23 And I also object on attorney/client
24 privilege grounds.
25 MS. NICHOLSON:

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1 Join.
2 MR. ROBIE:
3 Q. Do you have an inventory of the
4 records that the Rigsbys brought to you from
5 State Farm's Katrina operations?
6 MR. MALLETTTE:
7 Object on work product and
8 attorney/client grounds.
9 MS. NICHOLSON:
10 Join those objections.
11 A. Based on the advice and instruction
12 of my counsel, I respectfully decline to
13 answer based upon my privilege against
14 self-incrimination under the Fifth Amendment
15 and Mississippi Constitution.
16 MR. ROBIE:
17 Q. Isn't it a fact that you never
18 advised the Rigsbys that their unauthorized
19 access of State Farm's confidential computer
20 database and the extraction of records from
21 that collection, without State Farm's
22 permission, was a crime?
23 MR. MALLETTTE:
24 Object to the form. Object to
25 attorney/client privilege and object on Work

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1 Product Doctrine grounds.
2 MS. NICHOLSON:
3 I join.
4 A. Based on the advice than trucks of
5 my counsel, I respectful I decline to answer
6 based upon my privilege against self
7 incrimination under the Fifth Amendment and
8 Mississippi Constitution.
9 Q. Isn't it also a fact that you urged
10 the Rigsbys to repeatedly access State
11 Farm's confidential computer database,
12 extract information and furnish it to you?
13 MR. MALLETTTE:
14 I object on attorney/client
15 privilege and work product grounds.
16 MS. NICHOLSON:
17 I join.
18 A. Based on advice and instruction of
19 my counsel, I respectfully decline to answer
20 based on self incrimination and the Fifth
21 Amendment and the Mississippi Constitution.
22 MR. ROBIE:
23 Q. I'm going to show you a document
24 which we'll mark as Exhibit 2.
25 (Exhibit 2 was marked.)

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1 MR. WEATHERLY:
2 Counsel, may we look?
3 MR. ROBIE:
4 I have three of them, total.
5 Q. Have you had a chance to look at
6 that document, Mr. Scruggs?
7 A. Based on the advice and instruction
8 of my counsel, I respectfully decline to
9 answer based on my privilege against
10 self-incrimination and the Mississippi
11 Constitution.
12 Q. For the record, Exhibit 2 is a
13 two-page document. The earliest date on it
14 is May 26, 2006, which is an e-mail sent
15 from a woman named Lynn vaneder Ford to
16 herself. There's a string of e-mails that
17 conclude with an e-mail from Cori Moore and
18 dated Monday, June 5, 2006, at 6:55 a.m. to
19 Zach Scruggs at Scruggs firm.com. Zach
20 Scruggs at Scruggs firm.com is your e-mail
21 address, isn't it, Mr. Scruggs?
22 A. Based on the advice and instruction
23 of my counsel, rye SPECT fully decline to
24 answer based on my privilege against self
25 incrimination.

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1 Q. You are the only Zach Scruggs that
2 receives e-mail at that time at the Scruggs
3 firm, aren't you?
4 A. Based on the advice and instruction
5 of my counsel, I respectfully decline to
6 answer based upon my privilege of
7 self-incrimination under the Fifth Amendment
8 and the Mississippi Constitution.
9 Q. Can you tell me, Mr. Scruggs, why
10 you didn't produce a copy of this e-mail
11 with the documents that your firm produced
12 in response to State Farm's document
13 requests?
14 MR. MALLETTTE:
15 Object to the form.
16 MS. NICHOLSON:
17 Join.
18 A. Based on the advice and instruction
19 of my counsel, I respectfully decline to
20 answer based upon my privilege against
21 self-incrimination under the Fifth Amendment
22 and the Mississippi Constitution.
23 MR. MALLETTTE:
24 And I also object on the basis of
25 attorney/client privilege.

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1 (Off the record.) .
2 MR. MALLETTTE:
3 Before you begin questions again,
4 Mr. Robie, we would ask again that he would
5 be allowed to reiterate the same objection
6 that he has read to you numerous times. It
7 takes additional time to the deposition. It
8 doesn't need to be taken and it seems to be
9 harassing to the witness.
10 MR. ROBIE:
11 I've thought about it too and it
12 seems we are probably spending more time
13 reading that standard response. What I
14 would propose is that you will make a copy
15 of that response, we'll attach it as Exhibit
16 3 and for a shorthand -- I do need to know
17 what objection he's making specifically, and
18 if he's taking the fifth, he can just say,
19 you know, I'll take the fifth, whatever.
20 But I need a specific reference to the Fifth
21 Amendment. I don't want to have just same
22 objection, same objection.
23 MR. MALLETTTE:
24 To be clear that he's not simply
25 saying I take the fifth, but he's reading

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1 this, then I don't mind putting that 234 as
2 exhibit and he can just reference Exhibit 3
3 each time.
4 MR. ROBIE:
5 Or so my record is clear, I want him
6 to say Fifth Amendment.
7 MR. MALLETTTE:
8 Why, if you have as an exhibit, we
9 all know what we're talking about?
10 MR. ROBIE:
11 Because it's my preference and I
12 want the clearest record I can possibly get.
13 I don't want any dispute about what
14 objection he's making.
15 MR. MALLETTTE:
16 And we'll continue to make those,
17 but how can it be unclear if he's
18 referencing an exhibit?
19 MR. BANAHAN:
20 The Fifth Circuit has said in some
21 case law that an individual invoking the
22 Fifth Amendment needs to do it to each
23 question. That's the only reason we need to
24 do it. If there's an invocation of the
25 Fifth Amendment, it needs to be for each

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1 question. However you want to abbreviate
2 that, that's fine, but it needs to be
3 articulated that it's to each question.
4 MR. MALLETTTE:
5 I'm not asking that he take a
6 blanket privilege. I'm asking that he be
7 allowed to abbreviate it by referring to
8 this document which Jim suggested putting in
9 the record as an exhibit and I don't know
10 why that's not acceptable.
11 MR. BANAHAN:
12 I'm not sure it's clear enough. It
13 needs to be clear that is what a witness is
14 doing to a question.
15 MR. MALLETTTE:
16 He would. In each question, he
17 would refer to that exhibit.
18 We'll go on, but the record, I think
19 is clear that it's your request that he
20 invoke it individually and the terms of what
21 he's invoking from here forward 6789 we'll
22 go on under those terms.
23 MR. ROBIE:
24 I'm not sure what we've agreed to.
25 Have we agreed to shorten it up at all?

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1 MR. MALLETTTE:
2 I don't think so.
3 MR. MARTIN:
4 The way that he's going to do it, of
5 course, on a question by question basis, but
6 the basis of his objection is he's going to
7 say he objects based on Fifth Amendment
8 grounds.
9 MR. ROBIE:
10 That's fine.
11 MR. MALLETTTE:
12 And we all agree that that
13 incorporates the answer he's been reading so
14 far.
15 MR. ROBIE:
16 He doesn't need to read it any more.
17 We can give it to the court reporter as
18 Exhibit 3 or mark it and move on.
19 MR. MALLETTTE:
20 That's fine.
21 (Exhibit 3 was marked.)
22 MR. ROBIE:
23 Q. Mr. Scruggs, we were looking at
24 Exhibit 2, which is an e-mail from Cori
25 Moran to you on the State Farm e-mail

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1 system. How frequently did Ms. Moran send
2 you e-mails from the State Farm either net
3 system?
4 MR. MALLETTTE:
5 Object as to the form and object as
6 to attorney/client privilege.
7 MS. NICHOLSON:
8 Join.
9 A. I invoke my Fifth Amendment rights
10 in response it that question.
11 MR. ROBIE:
12 Did she do it more than once a week?
13 MS. NICHOLSON:
14 Object to the form Work Product
15 Doctrine.
16 MR. MALLETTTE:
17 Object to the form, also
18 attorney/client privilege.
19 A. I invoke my Fifth Amendment rights
20 with respect to that question.
21 MR. ROBIE:
22 Q. Did you have a set standard on what
23 information she was to send you directly
24 from the State Farm e-mail system?
25 MR. MALLETTTE:

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1 Object to the form. I also object
2 to attorney/client privilege, Work Product
3 Doctrine.
4 MS. NICHOLSON:
5 Join.
6 A. I invoke my Fifth Amendment rights
7 with respect to that question.
8 MR. ROBIE:
9 Q. This particular e-mail forwards an
10 audiovisual tool which was being circulated
11 through the State Farm Katrina operation.
12 Did you put any limitations on what Cori
13 Moran or Kerri Rigsby were to send you
14 directly from the State Farm system?
15 MR. MALLETTTE:
16 Object to the form as to
17 attorney/client privilege and Work Product
18 Doctrine.
19 MS. NICHOLSON:
20 Join.
21 A. I invoke my Fifth Amendment rights
22 to that question.
23 Q. Did you show this audiovisual tool
24 to Anita Lee at the sun hair add?
25 A. I invoke my fifth amend 789 rights

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1 with response to that question.
2 Q. Did there come a time where you told
3 Kerri Moran or Kerri Rigsby that they should
4 stop sending you information directly on the
5 State Farm e-mail system?
6 MR. MALLETTTE:
7 I object to the form and object to
8 attorney/client privilege and Work Product
9 Doctrine.
10 MS. NICHOLSON:
11 Join.
12 A. I invoke my Fifth Amendment rights.
13 Q. When did they start, Cori or Kerri
14 Rigsby start sending you e-mails from the
15 State Farm e-mail system?
16 MR. MALLETTTE:
17 Object to attorney/client privilege
18 and Work Product Doctrine.
19 MS. NICHOLSON:
20 Object to the form.
21 A. I invoke my Fifth Amendment rights
22 in response to that question.
23 MR. ROBIE:
24 Q. Did they send you file information
25 about Katrina claimants on the State Farm

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1 system?
2 A. I invoke my Fifth Amendment rights
3 in response to that question.
4 MR. MALLETTTE:
5 And I object as to attorney/client
6 privilege and Work Product Doctrine.
7 MS. NICHOLSON:
8 I join.
9 MR. ROBIE:
10 Q. Your firm also furnished the Rigsbys
11 with cell phones, did they not?
12 MR. MALLETTTE:
13 Object to the form.
14 MS. NICHOLSON:
15 Join.
16 A. I invoke my Fifth Amendment rights
17 with response to that question.
18 Q. Both of the Rigsbys have testified
19 under oath that your firm gave them cell
20 phones. Were they testifying truthfully
21 when they gave us that information?
22 MR. MALLETTTE:
23 Object to the form.
24 MS. NICHOLSON:
25 Join.

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1 A. I invoke my Fifth Amendment rights
2 in response to that question.
3 MR. ROBIE:
4 Q. How frequently did Kerri or Cori
5 Rigsby call you from the State Farm office
6 on a Scruggs furnished cell phone?
7 MR. MALLETTTE:
8 Object as to attorney/client
9 privilege. Object to the form of the
10 question. Object to the attorney/client
11 Work Product Doctrine.
12 MS. NICHOLSON:
13 Join.
14 A. I invoke my Fifth Amendment rights
15 with response to that question.
16 Q. Are there any particular instances
17 where they were instructed to make calls
18 from the State Farm office on Scruggs issued
19 cell phones?
20 MR. MALLETTTE:
21 I object to the form, object to
22 attorney/client privilege and object on Work
23 Product Doctrine.
24 MS. NICHOLSON:
25 Join.

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1 A. I invoke my Fifth Amendment rights
2 in response to that question.
3 Q. Did the Rigsbys ever fly on your
4 father's airplane?
5 A. I invoke the Fifth Amendment in
6 response to that question.
7 Q. Did you at end a meeting or meetings
8 in Texas with the Rigsbys and other members
9 of the SKG group to set out strategy on how
10 to deal with these cases?
11 MR. MALLETTTE:
12 I object on attorney/client
13 privilege Work Product Doctrine grounds.
14 MS. NICHOLSON:
15 I join.
16 A. I invoke my Fifth Amendment rights
17 in response to that question.
18 MR. ROBIE:
19 Q. Did you appear at a meeting in
20 Dallas where the Rigsbys were brought to
21 meet with SKG personnel to discuss strategy
22 on handling litigation against State Farm?
23 MR. MALLETTTE:
24 I object to the form. I object to
25 attorney/client -- as to attorney/client

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1 privilege grounds and Work Product Doctrine
2 grounds.
3 MS. NICHOLSON:
4 Join all objections.
5 A. I invoke my Fifth Amendment rights
6 in response to that question.
7 MR. ROBIE:
8 Q. Were you involved in making
9 arrangements for a computer technician to
10 work on Cori Rigsbys' State Farm issued
11 laptop before they performed the data dump
12 in June of 2006?
13 MR. MALLETTTE:
14 I object as to attorney/client
15 privilege and Work Product Doctrine grounds.
16 MS. NICHOLSON:
17 Join.
18 A. I invoke my Fifth Amendment rights
19 in response to that question.
20 MR. ROBIE:
21 Q. How much did your firm or your
22 family pay a computer technician to work on
23 Kerri Rigsby's or Cori Rigsby's State Farm
24 issued laptop before the data dump weekend?
25 MR. MALLETTTE:

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1 I object to form. I object on
2 attorney/client privilege and I object on
3 Work Product Doctrine grounds.
4 MS. NICHOLSON:
5 Join all objections.
6 A. I invoke my Fifth Amendment rights
7 in response to that question.
8 Q. When did your firm give the Rigsbys
9 a copy of the McFarland exhibit listing each
10 of your clients so they could access State
11 Farm's computer database and gather material
12 during the June data dump?
13 MR. MALLETTTE:
14 I object to the form,
15 attorney/client privilege grounds and work
16 product grounds.
17 MS. NICHOLSON:
18 Join.
19 A. I invoke my Fifth Amendment rights
20 in response to that question.
21 MR. ROBIE:
22 Q. Did they contact you with any
23 questions about how extensive a document
24 search they should run for each one of your
25 clients before they extracted the material

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1 from State Farm's confidential database
2 during the June data dump?
3 MR. MALLETTTE:
4 I object to form. I object on
5 attorney/client privilege grounds and on
6 Work Product Doctrine grounds.
7 MS. NICHOLSON:
8 Join.
9 A. I invoke my Fifth Amendment rights
10 in response to that question.
11 MR. ROBIE:
12 Q. Did anybody on your behalf download
13 or transfer data from Cori Rigsby's home
14 computer before it stopped working?
15 MR. MALLETTTE:
16 I object on attorney/client
17 privilege and Work Product Doctrine grounds,
18 as well as to the form of the question.
19 MS. NICHOLSON:
20 Join.
21 A. I invoke my Fifth Amendment rights
22 in response to that question.
23 MR. ROBIE:
24 Q. Did anyone from SKG or your firm
25 tell Cori Rigsby to disable her home

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1 computer?
2 MR. MALLETTTE:
3 I object on attorney/client
4 privilege and Work Product Doctrine grounds.
5 MS. NICHOLSON:
6 Join.
7 A. I invoke my Fifth Amendment rights
8 in response to that question.
9 MR. ROBIE:
10 Q. Did you tell Cori Rigsby to delete
11 incriminating information from her home
12 computer?
13 MR. MALLETTTE:
14 Object on attorney/client privilege,
15 work product and object to the form of the
16 question any any join.
17 A. Any voc my Fifth Amendment rights in
18 response to that question.
19 Q. Did you cause or try to cause Cori
20 Rigsby's home computer to stop working?
21 MR. MALLETTTE:
22 Object to the form on
23 attorney/client privilege and Work Product
24 Doctrine grounds.
25 MS. NICHOLSON:

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1 Join.
2 A. I invoke my Fifth Amendment rights
3 in response to that question.
4 Q. Do you know where any data that was
5 retrieved from Cori Rigsby's home computer
6 is presently located?
7 A. I object on attorney/client
8 privilege and Work Product Doctrine grounds.
9 MS. NICHOLSON:
10 And I join and object to the form.
11 A. I invoke my Fifth Amendment rights
12 in response to that question.
13 MR. ROBIE:
14 Q. Did you ever give Cori or Kerri
15 Rigsby a laptop? Nil mill I object on
16 attorney/client privilege and Work Product
17 Doctrine grounds?
18 MS. NICHOLSON:
19 Join.
20 A. I invoke my Fifth Amendment rights
21 to that question.
22 MR. ROBIE:
23 Q. After Katrina destroyed your
24 father's home in Pascagoula, did he put a
25 trailer on his property?

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1 A. I invoke my Fifth Amendment rights
2 in response to that question.
3 MR. ROBIE:
4 Q. I don't understand how that could
5 possibly implicate your Fifth Amendment
6 rights?
7 MR. MARTIN:
8 Well, that's not -- he's objected
9 based upon his Fifth Amendment right.
10 MR. ROBIE:
11 Well, I just want to make sure that
12 I'm not waiving some obligation under the
13 circuit that we're working under to have the
14 witness explain why he would have a Fifth
15 Amendment claim.
16 MR. MARTIN:
17 It's not necessary that that
18 statement, itself, is incriminating. It's
19 whether it could lead to any other
20 potentially incriminating information.
21 MR. ROBIE:
22 So if I were to ask him can you
23 explain your invocation of the Fifth
24 Amendment, the answer to that would be,
25 that, too, is protected by the Fifth

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1 Amendment? That would be the answer I would
2 get?
3 MR. MARTIN:
4 Yes.
5 MR. ROBIE:
6 I'm not interested in wasting time.
7 I'm interested in making a good record here.
8 I'm not interested in harassing him. I want
9 to make sure on we're on the same
10 wavelength. So any follow-up of why are you
11 invoke ating the fifth would elicit another
12 invocation of the fifth?
13 MR. MARTIN:
14 Yes.
15 MR. ROBIE:
16 Q. Did you meet with Kerri and Cori
17 Rigsby in a trailer after the Katrina
18 landfall?
19 A. I invoke my Fifth Amendment rights
20 in response to that question.
21 MR. MALLETTE:
22 And I object to the form and on
23 attorney/client privilege and Work Product
24 Doctrine grounds.
25 MS. NICHOLSON:

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1 I join.
2 MR. ROBIE:
3 Q. How many times did you meet with
4 Kerri or Cori Rigsby, their mother, Pat
5 Lobrano, Chip Robinson, Todd Graves, Tony
6 Dewitt in a trailer in Pascagoula?
7 MR. MALLETTE:
8 Object to the form. I object on
9 attorney/client privilege and Work Product
10 Doctrine grounds.
11 MS. NICHOLSON:
12 Join.
13 A. I invoke my Fifth Amendment rights
14 in response to that question.
15 MR. ROBIE:
16 Q. Have you read the Rigsbys' testimony
17 about the meetings that occurred in the
18 trailer with the lawyers I've named, in
19 addition to another lawyer named Mary?
20 MS. NICHOLSON:
21 I object on work product grounds.
22 MS. NICHOLSON:
23 Join.
24 A. I invoke my Fifth Amendment rights
25 in response to that question.

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1 MR. ROBIE:
2 Q. Let me see if I can get the question
3 a little more crisp. The Rigsbys have both
4 testified that in what they believe to be
5 March of 2006, their mother, Pat Lobrano,
6 drove them to a trailer owned by Richard
7 Scruggs. Were you aware of that testimony?
8 A. I invoke my Fifth Amendment rights
9 in response to that question.
10 MR. MALLETTTE:
11 And I object to the form.
12 MS. NICHOLSON:
13 I object to the form and also invoke
14 Work Product Doctrine.
15 MR. ROBIE:
16 Q. They further testified that when
17 they arrived there, they and their mother
18 met with you, Zach Scruggs, your father,
19 Dick Scruggs, attorneys Chip Robertson, Todd
20 Graves, Tony Dewitt and a woman named Mary,
21 whose name I do not recall. In fact, that
22 meeting took place, didn't it?
23 MS. NICHOLSON:
24 Object to the form.
25 MR. MALLETTTE:

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1 And I object on Work Product
2 Doctrine grounds.
3 A. I invoke my Fifth Amendment rights
4 in response to that question.
5 MR. ROBIE:
6 Q. In fact, during the course of that
7 meeting, Cori Rigsby booted up her State
8 Farm laptop and allowed the lawyers in
9 attendance to survey State Farm's
10 confidential database, didn't they?
11 MR. MALLETTTE:
12 I object to the form. I object on
13 attorney/client privilege grounds and Work
14 Product Doctrine grounds.
15 MS. NICHOLSON:
16 We join.
17 A. I invoke my Fifth Amendment rights
18 in response to that question.
19 MR. ROBIE:
20 Q. In fact, Tony Dewitt took the
21 computer from Cori Rigsby and for some
22 several hours, searched State Farm's
23 confidential databases without State Farm's
24 permission, didn't he?
25 MR. MALLETTTE:

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1 I object on attorney/client
2 privilege grounds, Work Product Doctrine
3 grounds and object to form.
4 MS. NICHOLSON:
5 Join.
6 A. I invoke my Fifth Amendment rights
7 in response to that question.
8 MR. ROBIE:
9 Q. Let me show you two pages, three
10 pages of photos which we'll mark as Exhibit
11 4.
12 (Exhibit 4 was marked.)
13 MR. ROBIE:
14 Q. Have you had a chance to look at
15 those photos, Mr. Scruggs?
16 A. I invoke my Fifth Amendment rights
17 in response to that question.
18 Q. These photos in, fact, depict the
19 trailer where you and the Rigsbys and other
20 lawyers met in March of 2006, isn't that a
21 fact?
22 MR. MALLETTTE:
23 Object on attorney/client privilege
24 and Work Product Doctrine grounds.
25 MS. NICHOLSON:

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1 Join and object to the form.
2 A. I invoke my Fifth Amendment rights
3 in response to that question.
4 MR. ROBIE:
5 Q. These photos show the present
6 condition of the trailer which is situated
7 on Senator Lott's property; isn't that a
8 fact?
9 A. I invoke my Fifth Amendment rights
10 in response to that question.
11 Q. How many meetings did you have with
12 the Rigsbys and the lawyers that I have
13 mentioned in a trailer in Pascagoula?
14 MR. MALLETTTE:
15 Object on attorney/client privilege
16 and Work Product Doctrine grounds.
17 MS. NICHOLSON:
18 Join and object to the form.
19 A. I invoke my Fifth Amendment rights
20 in response to that question.
21 MR. ROBIE:
22 Q. The lawyers from Chip Robertson and
23 Tony Dewitt's firm, as well as Todd Graves,
24 were attorneys from Missouri that your
25 father had hired to work on the Rigsbys' qui

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1 tam case, weren't they?
2 MR. MALLETTTE:
3 Object as to attorney/client
4 privilege, Work Product Doctrine and object
5 to the form.
6 MS. NICHOLSON:
7 Join.
8 A. I invoke my Fifth Amendment rights
9 in response to that question.
10 Q. Tony Dewitt was not a State Farm
11 employee, was he?
12 A. I invoke my Fifth Amendment rights
13 in response to that question.
14 Q. Tony Dewitt, in fact, not only
15 operated the computer, the State Farm
16 computer to survey State Farm's confidential
17 database. He also uploaded data to a U.S. B
18 drive, did he not?
19 MR. MALLETTTE:
20 Object on attorney/client privilege
21 and work product grounds.
22 MS. NICHOLSON:
23 Join.
24 A. I invoke my Fifth Amendment rights
25 in response to that question.

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1 MR. ROBIE:
2 Q. Did he e-mail to you data that he
3 stole from State Farm's computer as part of
4 the trailer meeting in March or a later
5 meeting in April?
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 Join.
12 A. I invoke my Fifth Amendment rights
13 in response to that question.
14 MR. ROBIE:
15 Q. Let me show you a document which
16 we'll mark collectively as Exhibit 5.
17 (Exhibit 5 was marked.)
18 MR. ROBIE:
19 Q. Have you had a chance to look at
20 these printed e-mails which we've
21 collectively marked as Exhibit 5?
22 A. I invoke my Fifth Amendment rights
23 in response to that question.
24 Q. I'll direct your attention to the
25 top of each one of these e-mails,

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1 specifically to the initials ALD. Do you
2 see that?
3 A. I invoke my Fifth Amendment rights
4 in response to that question.
5 Q. In fact, the initials ALD are the
6 initials of Anthony L Dewitt, the lawyer
7 from Missouri that met with you and the
8 Rigsbys and others in the trailer in
9 Pascagoula?
10 MR. MALLETTTE:
11 I object to form and on
12 attorney/client and Work Product Doctrine
13 grounds.
14 MS. NICHOLSON:
15 Join.
16 A. I invoke my Fifth Amendment rights
17 in response to that question.
18 MR. ROBIE:
19 Q. Tony Dewitt was a not a regular
20 recipient of e-mails on the State Farm
21 either met system, was he?
22 MR. MALLETTTE:
23 Object to form.
24 MS. NICHOLSON:
25 Join.

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1 A. I invoke my Fifth Amendment rights
2 in response to that question.
3 Q. In fact, each of these e-mails is
4 apparently printed from Mr. Dewitt's system
5 after he uploaded them from State Farm's
6 confidential computer database, aren't they?
7 MR. MALLETTTE:
8 Object to the form. Object on work
9 doctrine and attorney/client privilege
10 grounds.
11 MS. NICHOLSON:
12 Join.
13 A. I invoke my Fifth Amendment rights
14 in response to that question.
15 MR. ROBIE:
16 Q. Did Anthony Dewitt circulate these
17 State Farm e-mails after he uploaded them
18 and printed them following your meetings in
19 the trailers?
20 MR. MALLETTTE:
21 Object to the form. Object to
22 attorney/client privilege and Work Product
23 Doctrine.
24 MS. NICHOLSON:
25 Join.

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1 A. Any voc my Fifth Amendment rights in
2 response to that question.
3 MR. ROBIE:
4 Q. Did you help him select which State
5 Farm e-mails he would upload while you were
6 working in that trailer?
7 MR. MALLETTTE:
8 I object on attorney/client
9 privilege, Work Product Doctrine grounds and
10 object to the form.
11 MS. NICHOLSON:
12 Join.
13 A. I invoke my Fifth Amendment rights
14 in response to that question.
15 MR. ROBIE:
16 Q. Which of the lawyers in attendance
17 at the first of these trailered meetings
18 participated in the selection process on
19 what information Mr. Dewitt would upload?
20 MR. MALLETTTE:
21 Object to the form. Object on
22 attorney/client privilege and Work Product
23 Doctrine grounds.
24 MS. NICHOLSON:
25 Join.

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1 A. I invoke my Fifth Amendment rights
2 in response to that question.
3 MR. ROBIE:
4 Q. Let me show you another set of
5 e-mails which I'll collectively mark as
6 Exhibit 6.
7 (Exhibit 6 was marked.)
8 MR. ROBIE:
9 And for the record, these e-mails
10 were produced by Mr. Scruggs in response to
11 our document request, and they bear document
12 identification numbers S MPH 1-000976
13 through 991.
14 MR. MALLETTTE:
15 I'm sorry was it 976 through 991.
16 MR. ROBIE:
17 That's correct.
18 MS. NICHOLSON:
19 Mr. Robie, I have a question for you
20 on Exhibit 5. On Exhibit 6, you just
21 identified where the documents came from.
22 Can you identify where Exhibit 5 came from?
23 MR. ROBIE:
24 I don't remember, off the top of my
25 head. They're a Rigsby production, I think.

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1 Yeah. I think they're documents produced by
2 the Rigsbys.
3 MS. NICHOLSON:
4 To all parties?
5 MR. ROBIE:
6 Yes. They have not produced
7 anything just to State Farm.
8 MS. NICHOLSON:
9 Okay. I am talking about the
10 documents that have been sent to them
11 pursuant to the court order --
12 MR. ROBIE:
13 No. No. These would have been
14 documents produced by the Rigsbys either
15 through your office or Mr. Scruggs' office
16 to State Farm.
17 MS. NICHOLSON:
18 Which we produced to you; is that
19 right? Is that what you are saying?
20 MR. ROBIE:
21 The Rigsbys produced to us, yes.
22 For the record, these were produced last
23 winter pursuant to our subpoena and ordered
24 by Judge Walker, produced by the Rigsbys.
25 That would be Exhibit 5.

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1 Exhibit 6 are documents that Mr.
2 Scruggs just produced to us last week.
3 Q. Have you had a chance to look at
4 Exhibit 6?
5 A. I invoke my Fifth Amendment rights
6 in response to that question.
7 Q. How many times did you meet with the
8 Rigsbys, Tony Dewitt, your father and other
9 lawyers in a trailer in Pascagoula?
10 MR. MALLETTTE:
11 Is there a time frame to that
12 question?
13 MR. ROBIE:
14 In the period January '06 through
15 July 1, '06.
16 MR. MALLETTTE:
17 I object to attorney/client
18 privilege and Work Product Doctrine.
19 MS. NICHOLSON:
20 Join and object to the form.
21 A. I invoke my Fifth Amendment rights
22 in response to that question.
23 MR. ROBIE:
24 Q. If you go down to document 000985,
25 you will see that Mr. Dewitt has printed

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1 this document out as A L Dewitt instead of
2 ALD. Do you know under which circumstances
3 he would print off his system using the
4 shorthand as opposed to the longer version?
5 MR. MALLETTTE:
6 I object to the form. I object to
7 attorney/client privilege and Work Product
8 Doctrine grounds, also.
9 MS. NICHOLSON:
10 I join.
11 A. I invoke my Fifth Amendment rights
12 in response to that question.
13 MR. ROBIE:
14 Q. Mr. Scruggs, can you tell us,
15 please, what happened to the rest of the
16 e-mails that are not printed out -- that's a
17 bad question. Most of these e-mails only
18 show one piece of an e-mail string. The
19 rest is either redacted or it's just not
20 copied. Where could I find the full set of
21 these e-mails?
22 MR. MALLETTTE:
23 I object on work product and
24 attorney/client privilege grounds.
25 MS. NICHOLSON:

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1 And I object to the form, as well.
2 A. I invoke my Fifth Amendment rights
3 in response to that question.
4 MR. ROBIE:
5 Q. Do you still have those?
6 MR. MALLETTTE:
7 Object on attorney/client privilege
8 and work product and I object as to form.
9 MS. NICHOLSON:
10 Join.
11 A. I invoke my Fifth Amendment rights
12 in response to that question.
13 MR. ROBIE:
14 Q. When did you come to have these
15 documents which you produced to us last
16 week?
17 MR. MALLETTTE:
18 I object to the form. I object on
19 attorney/client privilege and Work Product
20 Doctrine grounds.
21 MS. NICHOLSON:
22 Join.
23 A. I invoke my Fifth Amendment rights
24 in response to that question.
25 MR. ROBIE:

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1 Q. The earliest of these e-mails is
2 dated October 5, 2005. Did you start
3 receiving these e-mails in October --
4 actually, the earliest one is September 9,
5 '05. Did you start receiving these e-mails
6 in September of '05?
7 MR. MALLETTTE:
8 I object to the form and I object on
9 attorney/client privilege and Work Product
10 Doctrine grounds.
11 MS. NICHOLSON:
12 Join.
13 A. I invoke my Fifth Amendment rights
14 in response to that question.
15 MR. ROBIE:
16 Q. The second oldest one is October 5.
17 As of October 5, were you receiving e-mails
18 from inside the State Farm operation?
19 MR. MALLETTTE:
20 I object to the form. I object to
21 the form of the question.
22 MS. NICHOLSON:
23 Join.
24 MR. MALLETTTE:
25 Mr. Robie, I'll withdraw -- on the

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1 last question, I'll withdraw the
2 attorney/client work product if your
3 question was limited to October 2005.
4 MR. ROBIE:
5 It was.
6 MR. MALLETTTE:
7 On that question.
8 A. I invoke my Fifth Amendment rights
9 in response to that question.
10 MR. ROBIE:
11 Q. How about those e-mails that
12 emanated on dates of January of 2006, were
13 you regularly receiving these e-mails as of
14 those dates?
15 MR. MALLETTTE:
16 Object to the form.
17 MS. NICHOLSON:
18 Join.
19 MR. ROBIE:
20 Let me rephrase it.
21 Q. Did you receive those e-mails in
22 January of 2006?
23 A. I invoke my Fifth Amendment rights
24 in response to that question.
25 MR. ROBIE:

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1 Q. Who sent these to you?
2 MR. MALLETTTE:
3 I object to the form. I object on
4 attorney/client privilege and Work Product
5 Doctrine grounds.
6 MS. NICHOLSON:
7 Join.
8 A. I invoke my Fifth Amendment rights
9 in response to that question.
10 Q. The second e-mail in Exhibit 6,
11 which is document 009777 attaches two
12 photographs. Where are those photographs?
13 MR. MALLETTTE:
14 I object on attorney/client
15 privilege and Work Product Doctrine.
16 MS. NICHOLSON:
17 Join and object to the form.
18 A. I invoke my Fifth Amendment rights
19 in response to that question.
20 MR. ROBIE:
21 Q. Can you explain to us why you didn't
22 produce the photographs, along with these
23 documents, last week when you turned them
24 over to us?
25 MR. MALLETTTE:

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1 Object to the form and
2 attorney/client privilege and Work Product
3 Doctrine.
4 MS. NICHOLSON:
5 Join.
6 A. I invoke my Fifth Amendment rights
7 in response to that question.
8 MR. ROBIE:
9 Q. Did these e-mails which you turned
10 over to us last week, did these come to your
11 firm from the Rigsbys or did they come from
12 Tony Dewitt?
13 MR. MALLETTTE:
14 Object to the form, objecting on
15 attorney/client privilege and Work Product
16 Doctrine grounds.
17 MS. NICHOLSON:
18 Join.
19 A. Any voc my Fifth Amendment rights in
20 response to that question.
21 MR. ROBIE:
22 Q. Did this he come from a source other
23 than the Rigsbys or Tony Dewitt?
24 A. I invoke my Fifth Amendment rights
25 to that question.

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1 MR. MALLETTTE:
2 I object to the form and attorney
3 work product.
4 MS. NICHOLSON:
5 Join.
6 MR. ROBIE:
7 What's wrong with the form?
8 MR. MALLETTTE:
9 It assumes they came to him. The
10 same objection as I had in the other
11 question.
12 MR. ROBIE:
13 Q. Did these e-mails come to your firm
14 from some source other than the Rigsbys or
15 Anthony Dewitt?
16 MR. MALLETTTE:
17 I object on attorney/client
18 privilege and work product grounds.
19 MS. NICHOLSON:
20 Join.
21 A. Any voc the fifth.
22 MR. ROBIE:
23 Well, since he's given them to us, I
24 think he's waived those privileges, hasn't
25 he?

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1 MR. MALLETTTE:
2 I disagree. I think the compelled
3 production does not compel his discussion of
4 the documents.
5 MR. ROBIE:
6 I'm not asking about discussions.
7 I'm asking about source, where they came
8 from.
9 MR. MALLETTTE:
10 And I don't think he can be
11 compelled to discuss who he got them from.
12 MR. ROBIE:
13 Q. Was there at any time any other
14 State Farm insider that furnished documents
15 to you or your firm?
16 A. I invoke my Fifth Amendment rights
17 in response to that question.
18 MR. MALLETTTE:
19 And I object to the form of the
20 question.
21 MS. NICHOLSON:
22 Join.
23 MR. ROBIE:
24 Q. Was part of your responsibility in
25 prosecuting the McIntosh case to poison the

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1 jury pool through furnishing false
2 information to the press?
3 MR. MALLETTTE:
4 Object to the form, attorney/client
5 privilege and Work Product Doctrine grounds.
6 MS. NICHOLSON:
7 Join.
8 A. Any voc my Fifth Amendment rights in
9 response to that question.
10 MR. ROBIE:
11 Q. That was an assignment you under
12 took on a regular basis, wasn't it?
13 MR. MALLETTTE:
14 I object to the form on
15 attorney/client privilege and work product
16 doctrine grounds.
17 MS. NICHOLSON:
18 Join.
19 A. I invoke my Fifth Amendment rights
20 in response to that question.
21 MR. ROBIE:
22 Q. Who is Michael Kunzelman?
23 A. I invoke my Fifth Amendment rights
24 in response to that question.
25 Q. Michael Kunzelman is an Associated

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1 Press reporter, is he not?
2 A. I invoke my Fifth Amendment rights
3 in response to that question.
4 Q. Among the documents you furnished to
5 us are probably in excess of 100 pages of
6 e-mails between you and various reporters.
7 How much time, in an average week, did you
8 spend communicating with reporters about
9 McIntosh and the Katrina claims?
10 MR. MALLETTTE:
11 Object on Work Product Doctrine
12 grounds.
13 MS. NICHOLSON:
14 Join, and object to the form.
15 A. I invoke my Fifth Amendment rights
16 in response to that question.
17 MR. ROBIE:
18 Q. Is this a part of your practice
19 which had been refined and honed as a result
20 of the tobacco litigation?
21 MR. MALLETTTE:
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 I join.
2 A. And I invoke my Fifth Amendment
3 rights in response to that question.
4 MR. ROBIE:
5 Q. Let me show you Exhibit 7 or a
6 document I'll mark as Exhibit 7.
7 (Exhibit 7 was marked.)
8 MR. ROBIE:
9 And, unfortunately, I only have two
10 of these. It's a Scruggs document
11 SMPD1-000843
12 MR. WALKER:
13 Read that number again.
14 MR. ROBIE:
15 SMPD1-000843.
16 MR. MALLETTTE:
17 And for the record, these are the
18 Bates Numbers as you received them?
19 MR. ROBIE:
20 Yes. We put them on there, just so
21 we have a clear understanding, when the
22 documents came in, we took them in exactly
23 the order they were produced and we numbered
24 them so we would have a control set of what
25 was delivered to the attorneys' offices. I

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1 think Ben Mullen has the original set, if we
2 have an original marked set, if you want to
3 check them against each other. We brought
4 both control sets.
5 Q. Mr. Scruggs, this is a series of
6 e-mails, two pages of e-mails which your
7 firm produced that shows communications
8 between you and Michael Kunzelman on March
9 17, 2006, which is the transmission of a
10 series of copies of engineering reports.
11 Can you tell me, please, which
12 engineering reports you were faxing over to
13 Mr. Kunzelman that day?
14 A. I invoke my Fifth Amendment rights
15 in response to that question.
16 MS. NICHOLSON:
17 Object to the form. Are you looking
18 at Exhibit 7? Is this a new exhibit?
19 MR. ROBIE:
20 It is a new exhibit.
21 MS. NICHOLSON:
22 May I see it? Thank you.
23 MR. ROBIE:
24 You didn't bring any of the
25 documents that the Scruggs people turned

1 over?
 2 MS. NICHOLSON:
 3 I certainly did. I brought them all
 4 but I don't know which documents you are
 5 submitting because I hadn't seen them.
 6 MR. ROBIE:
 7 Q. Did you include in the material that
 8 you faxed to Mr. Kunzelman that day copies
 9 of the McIntosh Forensic Engineering
 10 reports?
 11 A. I invoke my Fifth Amendment rights
 12 in response to that question.
 13 Q. The first page --
 14 MR. MALLETTTE:
 15 And I object to the form.
 16 MR. ROBIE:
 17 I'm, again, trying to work on -- I
 18 don't want to have bad form. I'm trying to
 19 clean those up. Can you tell me what's
 20 wrong with the form?
 21 MR. MALLETTTE:
 22 I think you can clear it up if you
 23 would be specific as to what engineering
 24 report or reports you are talking about.
 25 MR. ROBIE:

1 Okay.
 2 Q. As part of this March 17, 2006
 3 transmittal to Mr. Kunzelman, did your
 4 office send him either the October 12, 2005
 5 or October 20, 2005 Forensic Engineering
 6 reports of the McIntosh property?
 7 A. I invoke my Fifth Amendment rights
 8 in response to that question.
 9 Q. The first page of this, which is the
 10 back sheet of it, says, we got this from a
 11 client of ours, not the whistle blowers.
 12 Can you tell me, please, which client
 13 furnished these engineering reports that
 14 were being sent to Mr. Kunzelman?
 15 MR. MALLETTTE:
 16 I object on attorney/client work
 17 product grounds.
 18 A. Any voc my Fifth Amendment rights in
 19 response to that question.
 20 MR. ROBIE:
 21 Q. And there's nothing in this e-mail
 22 that will allow us to identify which client
 23 gave these reports which you were forwarding
 24 onto an AP reporter?
 25 A. I invoke my Fifth Amendment rights

1 in response to that question.
 2 Q. You did not represent Mr. Kunzelman
 3 as an attorney, did you?
 4 A. I invoke my Fifth Amendment rights
 5 in response to that question.
 6 Q. Have you ever represented Michael
 7 Kunzleman as a lawyer?
 8 A. I invoke my Fifth Amendment rights
 9 in response to that question.
 10 Q. Let's take a look at the next
 11 document, which I'll mark as Exhibit 8.
 12 It's a three-page document.
 13 (Exhibit 8 was marked.)
 14 MR. ROBIE:
 15 Q. Have you had a chance to look at the
 16 document, Mr. Scruggs?
 17 A. I invoke my Fifth Amendment rights
 18 in response to that question.
 19 Q. This is a March 17, 2006 e-mail you
 20 sent to Michael Kunzelman at 11:54 a.m.,
 21 correct?
 22 A. I invoke my Fifth Amendment rights
 23 in response to that question.
 24 Q. The middle of the page has a message
 25 to you that reads, as follows: Zach, I

1 enjoyed meeting you and your father
 2 yesterday. Thanks for being so generous
 3 with your time. I have enclosed a copy of
 4 the story that ran last night. A shorter
 5 version moved on the Associated Press
 6 national lines.
 7 Were you regularly meeting with Mr.
 8 Kunzelman in order to assist him in
 9 fashioning stories about Katrina that would
 10 assist you and your father?
 11 MR. MALLETTTE:
 12 Object to the form and I object on
 13 work product grounds.
 14 MS. NICHOLSON:
 15 Join.
 16 A. I invoke the Fifth Amendment in
 17 response to that question.
 18 MR. ROBIE:
 19 Q. And were you regularly meeting with
 20 Mr. Kunzelman or reporting to Mr. Kunzelman
 21 in order to furnish information to be
 22 disseminated to the public which would place
 23 your cases in a favorable light and would
 24 disparage State Farm?
 25 MR. MALLETTTE:

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1 Object to the form.
2 MS. NICHOLSON:
3 Join.
4 A. I invoke my Fifth Amendment rights
5 in response to that question.
6 MR. ROBIE:
7 Q. The article which Mr. Kunzelman
8 delivers to you with this e-mail reads as
9 follows, starting at the bottom of Page 1:
10 A high-profile litigator says a whistle
11 blower who works for a major insurance
12 company is helping him build a case against
13 insurers for denying thousands of claims by
14 policyholders whose homes were reported
15 destroyed by Hurricane Katrina.
16 Picking upon the next page, in an
17 interview with the Associated Press on
18 Thursday, Richard Dickie Scruggs said the
19 highly placed insider gave him copies of
20 internal reports prepared by engineers who
21 were hired by an insurance company to
22 inspect storm damage reports.
23 Other than the Rigsby sisters, can
24 you tell me, please, the identity of any
25 quote, unquote, highly placed insider

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1 whoever gave you or your father any
2 information about State Farm?
3 MR. MALLETTTE:
4 Object to the form.
5 MS. NICHOLSON:
6 Object to the form and also Work
7 Product Doctrine.
8 A. I invoke my Fifth Amendment rights
9 in response to that question.
10 MR. ROBIE:
11 Q. One of the specific orders that
12 Judge Senter made was that we're entitled to
13 have presented to us whatever information
14 your father received from, quote, unquote,
15 highly placed insiders as a result of a
16 trip he made to Bloomington, Illinois,
17 according to the AP, in March of '06. Did
18 such a trip take place?
19 A. I invoke my Fifth Amendment rights
20 in response to that question.
21 Q. In fact, that entire story is a lie,
22 isn't it?
23 A. I invoke my Fifth Amendment rights
24 in response to that question.
25 Q. In fact, Mr. Scruggs, your father

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1 flew to Bloomington but did not meet with
2 any insider, isn't that a fact?
3 A. I invoke my Fifth Amendment rights
4 in response to that question.
5 Q. Isn't it also a fact, Mr. Scruggs,
6 that your father, in order to make the ruse
7 seem even more real hired someone to bring
8 him an empty box at the airport so that it
9 would look as if he had information from an
10 insider?
11 MR. MALLETTTE:
12 Object to the form.
13 MS. NICHOLSON:
14 Join.
15 A. I invoke my Fifth Amendment rights
16 in response to that question.
17 MR. ROBIE:
18 Q. You know that the version of those
19 facts which I've just recited to you is
20 factually correct, don't you?
21 MR. MALLETTTE:
22 Object to the form.
23 MS. NICHOLSON:
24 Join.
25 A. Any voc my Fifth Amendment rights in

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1 response to that question.
2 MR. ROBIE:
3 Q. Did you at end this meeting? Did
4 you go to Bloomington with your father?
5 A. I invoke my Fifth Amendment rights
6 in response to that question.
7 Q. Did he fly his own plane?
8 A. I invoke my Fifth Amendment rights
9 in response to that question.
10 Q. What is the tail number of your
11 father's plane?
12 A. I invoke my Fifth Amendment rights
13 with response to that question.
14 Q. Let me show you a document which
15 we'll mark as Exhibit 9. It has an old
16 exhibit tag 3 on it.
17 (Exhibit 9 was marked.)
18 MR. ROBIE:
19 Can can we take a second and let me
20 run a copy of these?
21 (Off the record.)
22 MR. MALLETTTE:
23 We would ask that this deposition be
24 sealed or at least sealed until the judge
25 can rule upon the ceiling, that we will move

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1 formally to have it sealed before it's
2 released. It's my understanding that in the
3 other depositions, where State Farm
4 witnesses have taken the fifth, there's been
5 a request to have it sealed and the court
6 has granted that request. I didn't know
7 that until today or I would have asked it
8 before we sat down.
9 MR. ROBIE:
10 John, Dan?
11 MR. BANAHAN:
12 Go ahead and file it, and I think we
13 can agree not do anything, you go ahead and
14 get a motion filed until the court rules on
15 it.
16 MR. MALLETTTE:
17 That's all I ask. And we will try
18 to file something either late today or
19 tomorrow.
20 MR. ROBIE:
21 Q. We direct your attention to the
22 bottom of Page 1 on this Exhibit 9?
23 MR. MALLETTTE:
24 It's my understanding that Warren
25 Braunig is no longer with us on the cell

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1 phone, to the extent --
2 MR. ROBIE:
3 We'll miss him.
4 Q. Again, at the bottom of Page 1 of
5 this Exhibit 9, it says, Scruggs said at an
6 interview on March 30th that he plans to
7 share documents from a highly placed State
8 Farm source. He had flown to Bloomington a
9 week earlier to pick up a package from the
10 source. They gave me a bunch of good stuff
11 and I'm going through it now and turning it
12 over to the Attorney General, he said.
13 Where is the so-called good stuff
14 that your father references in that article?
15 MR. MALLETTTE:
16 I object to the form and I object to
17 attorney/client privilege and Work Product
18 Doctrine.
19 MS. NICHOLSON:
20 Join.
21 A. I invoke my Fifth Amendment rights
22 in response to that question.
23 Q. Our request number 23 sought
24 production of documents picked up or
25 otherwise retrieved by Richard Scruggs from

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1 a highly placed source at State Farm on a
2 trip to Bloomington, Illinois, which Richard
3 Scruggs referenced in March 30th in a March
4 2006 interview was granted. The objection
5 that was made was that the production of
6 these documents-they were objected to on the
7 grounds of relevance and Fifth Amendment
8 privilege. These objections were all
9 specifically overruled by Judge Senter in
10 his order of June 20, 2008.
11 Is there some new Fifth Amendment
12 objection that wasn't presented to Judge
13 Senter?
14 MR. MALLETTTE:
15 I don't think Judge Senter -- in
16 fact, I think he specifically has reserved
17 any ruling on Fifth Amendment as to their
18 testimony. I think he says that in one of
19 his early orders that questions that the
20 depositions are still there and to be raised
21 or objections. But, no, there's no
22 difference as to the document request, if
23 that's your question.
24 MR. ROBIE:
25 Q. Is there a reason you haven't

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1 produced any documents in response to that
2 request?
3 MR. MALLETTTE:
4 And is that question to the
5 deponent?
6 MR. ROBIE:
7 Yes.
8 A. I invoke my Fifth Amendment rights
9 in response to that question.
10 MR. ROBIE:
11 Q. In fact, you haven't produced any
12 documents to us responsive to request number
13 23, have you?
14 A. I invoke my Fifth Amendment rights
15 in response to that question.
16 MR. ROBIE:
17 Q. You do not now nor have you ever had
18 any documents responsive to request number
19 23, have you?
20 A. I invoke my Fifth Amendment rights
21 in response to that question.
22 Q. The quote that your father gave to
23 the AP reporter in an interview on March
24 30th is an example of the kind of false
25 information that he willingly spreads to the

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1 press in order to place State Farm in a bad
2 light in his prosecution of claims against
3 the company for Katrina losses; isn't that a
4 fact?
5 MR. MALLETTTE:
6 Object to the form. Object on
7 attorney/client privilege Work Product
8 Doctrine.
9 MS. NICHOLSON:
10 Join.
11 A. I invoke my Fifth Amendment rights
12 in response to that question.
13 MR. ROBIE:
14 Q. The next document, which I'll show
15 you -- we should have made copies of all of
16 these. We have two of these. We'll mark as
17 Exhibit 10.
18 (Exhibit 10 was marked.)
19 MR. ROBIE:
20 Q. Have you had a chance to look at
21 Exhibit 10, Mr. Scruggs?
22 A. I invoke my Fifth Amendment rights
23 in response to that question.
24 Q. This is an AP story from Michael
25 Kunzelman, which went on the wire, it looks

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1 to me, like on April 10, 2006. Is that what
2 it looks like to you?
3 A. I invoke my Fifth Amendment rights
4 in response to that question.
5 Q. The story from April 10, 2006 says,
6 Zach Scruggs, one of Lott's attorneys, says
7 his client has a good faith belief that
8 several State Farm employees in Biloxi are
9 destroying engineering reports that gave
10 conflicting conclusions about whether wind
11 or water was responsible for storm damage.
12 Which clients gave you that
13 so-called good faith belief, Mr. Scruggs?
14 MR. MALLETTTE:
15 Object on attorney/client privilege
16 and Work Product Doctrine grounds?
17 MS. NICHOLSON:
18 Join.
19 A. I invoke my Fifth Amendment rights
20 in response to that question.
21 MR. ROBIE:
22 Q. The Rigsbys didn't give you
23 information suggesting that State Farm was
24 destroying engineering reports, did they?
25 MR. MALLETTTE:

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1 I object on attorney/client and Work
2 Product Doctrine grounds.
3 MS. NICHOLSON:
4 Join.
5 A. I invoke my Fifth Amendment rights
6 in response to that question.
7 Q. The second page of this Exhibit 10
8 goes onto say, in an interview Monday,
9 Scruggs said corporate whistle blowers who
10 are cooperating with Lott's attorneys have
11 provided evidence that State Farm employees
12 are destroying or moving these initial
13 favorable engineering reports.
14 Did you intend to communicate with
15 Mr. Duns will man that Cori and Kerri Rigsby
16 had furnished that information to you?
17 MR. MALLETTTE:
18 I object to the form.
19 MS. NICHOLSON:
20 Join.
21 A. I invoke my Fifth Amendment rights
22 in response to that question.
23 MR. ROBIE:
24 Q. It goes onto say, quote, we believe
25 that this is a systematic practice, says

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1 Scruggs, who is Lott's nephew by marriage.
2 You are Senator Lott's nephew by
3 marriage, aren't you?
4 A. I invoke my Fifth Amendment rights
5 in response to that question.
6 MR. ROBIE:
7 Q. Your mother is Senator Lott's --
8 your mother is the sister of Senator Lott's
9 wife, correct?
10 A. I invoke my Fifth Amendment rights
11 in response to that question.
12 Q. Has your family furnished Senator
13 Lott with any financing or financial
14 remuneration as a result of his assistance
15 in the McIntosh or other Katrina litigation?
16 MR. MALLETTTE:
17 Before he answers, I need to speak
18 with him because I need to ask about an
19 objection. I don't know whether to raise it
20 or not.
21 Can we step out for a second?
22 (Off the record.)
23 MR. MALLETTTE:
24 Jim, you finished your question. I
25 have an objection on attorney/client

1 privilege and Work Product Doctrine grounds.
 2 For the record, I object to your last
 3 question on attorney/client work prod
 4 October doctrine grounds.
 5 MS. NICHOLSON:
 6 We join. We object to the form.
 7 A. I invoke my Fifth Amendment rights
 8 in response to that question.
 9 MR. ROBIE:
 10 Q. In fact, your mother provided the
 11 financing to her sister in order for Senator
 12 Lott and Patricia to buy the home they live
 13 in called S U B R O S A; isn't that the
 14 case?
 15 MR. MALLETTTE:
 16 Object to the form.
 17 MS. NICHOLSON:
 18 Object to the form.
 19 A. I invoke my Fifth Amendment rights
 20 in response to that question.
 21 MR. ROBIE:
 22 Q. Were you involved in seeking the
 23 assistance in Senator Trent Lott in talking
 24 to Brian Ford as part of your work on the
 25 McIntosh case?

1 MR. MALLETTTE:
 2 I object to the form. I object on
 3 Work Product Doctrine and attorney/client
 4 privilege grounds.
 5 MS. NICHOLSON:
 6 Join.
 7 A. I invoke my Fifth Amendment rights
 8 in response to that question.
 9 MR. ROBIE:
 10 Q. Has it been your custom and habit in
 11 prosecuting litigation to have Senator Lott
 12 contact and encourage witnesses to give
 13 false information?
 14 MR. MALLETTTE:
 15 Object to the form. Object on
 16 attorney/client -- work product and
 17 attorney/client privilege grounds.
 18 MS. NICHOLSON:
 19 Join.
 20 A. I invoke my Fifth Amendment rights
 21 in response to that question.
 22 MR. ROBIE:
 23 Q. Senator Lott did speak to Brian Ford
 24 and urged him to become a consultant in the
 25 McIntosh matter, did he not?

1 MR. MALLETTTE:
 2 I object to the form. I object on
 3 attorney/client and work product grounds.
 4 MS. NICHOLSON:
 5 Join.
 6 A. Any voc my Fifth Amendment rights in
 7 response to that question.
 8 MR. ROBIE:
 9 Q. Senator Lott also spoke to one or
 10 both of the Rigsby sisters and urged them to
 11 continue their efforts in assisting your
 12 father in prosecution of the McIntosh case,
 13 did they not? Or did he not?
 14 MR. MALLETTTE:
 15 I object to the form. I object on
 16 Work Product Doctrine grounds and I object
 17 on attorney/client privilege grounds.
 18 MS. NICHOLSON:
 19 We join.
 20 A. I invoke my Fifth Amendment rights
 21 in response to that question.
 22 MR. ROBIE:
 23 Q. Kerri Rigsby was an adjuster who
 24 actually was involved in handling the
 25 McIntosh claim, correct?

1 A. I invoke my Fifth Amendment rights
 2 in response to that question.
 3 Q. The first time she went to the
 4 property, she found such extensive flood
 5 damage that she gave Mr. McIntosh a check
 6 which she believed he was fairly owed for
 7 flood damage. You know that to be the case,
 8 don't you?
 9 MR. MALLETTTE:
 10 I object on attorney/client and work
 11 product grounds.
 12 MS. NICHOLSON:
 13 Join.
 14 A. I invoke my Fifth Amendment rights
 15 in response to that question.
 16 MR. ROBIE:
 17 Q. She also has testified that the
 18 revised report on Forensic Engineering's
 19 analysis of damage to the McIntosh home was
 20 more accurate than the first one because it
 21 included mention of the flood damage which
 22 she had already paid for. You are aware of
 23 that, aren't you?
 24 MR. MALLETTTE:
 25 Object to the form.

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1 MS. NICHOLSON:
2 Join.
3 A. I invoke my Fifth Amendment rights
4 in response to that question.
5 MR. ROBIE:
6 Q. You also know that Judge Senter has
7 ruled that there was no fraud committed by
8 State Farm in the McIntosh case as a matter
9 of law, don't you?
10 A. I invoke my Fifth Amendment rights
11 in response to that question.
12 MR. ROBIE:
13 Q. Is it your custom and habit to
14 report false information to newspaper and
15 television reporters contrary to the
16 information given to you by your own
17 clients?
18 MR. MALLETTTE:
19 I object to the form and all
20 attorney/client work product grounds.
21 MS. NICHOLSON:
22 Join.
23 A. I invoke my Fifth Amendment rights
24 in response to that question.
25 MR. ROBIE:

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1 Well, we just looked at an article
2 about your good faith belief that State Farm
3 was destroying engineering reports. Are you
4 aware that Kerri and Cori Rigsby have
5 testified that they have no information
6 whatsoever to suggest that State Farm
7 shredded any document?
8 MR. MALLETTTE:
9 I object to the form. I object on
10 work product and attorney/client privilege
11 grounds.
12 MS. NICHOLSON:
13 Join.
14 A. I invoke my Fifth Amendment rights
15 to that question.
16 Q. The deposition, which was defended
17 by Sid Backstrom, earlier this year,
18 included extensive discussion with the
19 Rigsbys in which they confirmed that they
20 had no information, whatsoever, to suggest
21 that State Farm had improperly destroyed or
22 shredded a document. Is today the first
23 time you've heard that that's their sworn
24 testimony?
25 MR. MALLETTTE:

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1 Object to the form. Object on work
2 product and attorney/client privilege
3 grounds.
4 MS. NICHOLSON:
5 Join.
6 A. I invoke my Fifth Amendment rights
7 in response to that question.
8 MR. ROBIE:
9 Q. If we look at Exhibit 10, which is
10 your April 11 e-mail to Mr. Kunzelman, you
11 write to him, off the record, we believe
12 most of the incriminating first reports were
13 moved off site before this became news. In
14 fact, Mr. Scruggs, you cannot identify a
15 single instance in way so-called
16 incriminating first report was moved off
17 site by the State Farm Katrina catastrophe
18 office, can you?
19 MR. MALLETTTE:
20 Object to the form.
21 MS. NICHOLSON:
22 Object to the form. Also Work
23 Product Doctrine.
24 A. I invoke my Fifth Amendment rights
25 in response to that question.

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1 MR. ROBIE:
2 Q. There is it no instance in which you
3 can identify or which you can identify in
4 which State Farm's operations personnel
5 moved a so-called incriminating report off
6 site to make it unavailable or difficult to
7 find; isn't that a fact?
8 MR. MALLETTTE:
9 Object on attorney/client and Work
10 Product Doctrine grounds.
11 MS. NICHOLSON:
12 Join.
13 A. I invoke my Fifth Amendment rights
14 in response to that question.
15 MR. ROBIE:
16 Q. Isn't it a fact, Mr. Scruggs, that
17 State Farm has an obligation as a
18 responsible company to protect the privacy
19 of its customers by destroying confidential
20 records when there's no longer a good faith
21 or good business reason to maintain them?
22 MR. MALLETTTE:
23 Object to the form.
24 MS. NICHOLSON:
25 Join.

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1 A. Any voc my Fifth Amendment rights in
2 response to that question.
3 MR. ROBIE:
4 Q. Has any money, anything of value or
5 any money passed between anyone at the
6 Scruggs law firm or SKG and Robert Oswald
7 following his purchase of Kerri Rigsby's
8 home?
9 A. I invoke my Fifth Amendment rights
10 in response to that question.
11 Q. Did anyone at the Scruggs law firm
12 or SKG locate the buyer for that house?
13 MR. MALLETTTE:
14 I object on attorney/client
15 privilege and work product grounds.
16 A. I invoke my Fifth Amendment rights
17 in response to that question.
18 MR. ROBIE:
19 Q. When was the last time that carry or
20 Cori Rigsby gave your firm or anybody
21 affiliated with you a document that
22 purported to come from State Farm's
23 operation?
24 MR. MALLETTTE:
25 Object on attorney/client privilege

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1 and Work Product Doctrine grounds.
2 MS. NICHOLSON:
3 Join.
4 A. I invoke my Fifth Amendment rights
5 in response to that question.
6 MR. ROBIE:
7 Q. Did you or anyone at the Scruggs law
8 firm or SKG loan the Rigsbys any money?
9 MR. MALLETTTE:
10 Object on attorney/client privilege
11 work product grounds.
12 MS. NICHOLSON:
13 Join.
14 A. I invoke my Fifth Amendment rights
15 in response to that question.
16 MR. ROBIE:
17 Q. Did you or anyone at the Scruggs law
18 firm or SKG guarantee repayment for any
19 loans for the Rigsbys?
20 MR. MALLETTTE:
21 I object on attorney/client
22 privilege and Work Product Doctrine grounds.
23 MS. NICHOLSON:
24 Join.
25 A. I invoke my Fifth Amendment rights.

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1 Q. Did Pat Lobrano negotiate with you
2 on carrying Kerri Rigsby's compensation
3 package from SKG?
4 MR. MALLETTTE:
5 I object on work product grounds.
6 MS. NICHOLSON:
7 Join.
8 A. I invoke my fifth amend the rights.
9 MR. ROBIE:
10 Q. Who did she negotiate with?
11 A. I object on attorney/client
12 privilege and work product grounds.
13 MS. NICHOLSON:
14 I object to the form.
15 A. I invoke my Fifth Amendment rights
16 in response to that question.
17 MR. ROBIE:
18 Q. Have you or anyone affiliated with
19 your law firm or SKG provided any financial
20 benefits or compensation to pat Lobrano or
21 her husband?
22 MR. MALLETTTE:
23 Let me have one more break, here.
24 I'm sorry about that.
25 MR. MALLETTTE:

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1 I object on attorney/client
2 privilege and Work Product Doctrine grounds.
3 MS. NICHOLSON:
4 Join.
5 MR. MALLETTTE:
6 Back on the record, I object to the
7 last question on attorney/client privilege
8 and Work Product Doctrine grounds.
9 MS. NICHOLSON:
10 And we join.
11 A. I invoke my Fifth Amendment rights
12 in response to that question.
13 MR. ROBIE:
14 Q. Could I see that last question? .
15 Have you or anyone affiliated with
16 your law firm or SKG provided any financial
17 benefits to pat Lobrano or her husband in
18 consideration for their soliciting Kerri or
19 Cori Rigsby's work on your behalf?
20 MR. MALLETTTE:
21 Object to the form. I object on
22 attorney/client privilege and Work Product
23 Doctrine.
24 MS. NICHOLSON:
25 Join.

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1 A. I invoke my Fifth Amendment rights
2 in response to that question.
3 MR. ROBIE:
4 Q. How long have you known Joe Rhee?
5 A. I invoke my Fifth Amendment rights
6 in response to that question.
7 Q. How many times did you talk to Joe
8 Rhee before the 20/20 segment was videotaped
9 here in Mississippi?
10 A. I invoke my Fifth Amendment rights
11 in response to that question.
12 Q. How many times did you talk to Joe
13 Rhee to make arrangements for him to contact
14 the Rigsbys?
15 A. I invoke my Fifth Amendment rights
16 in response to that question.
17 MR. MALLETTTE:
18 And I object to the form.
19 MS. NICHOLSON:
20 And I join.
21 MR. ROBIE:
22 Q. How many times did you talk to Joe
23 Rhee to assist his contacting Brian Ford?
24 MR. MALLETTTE:
25 I object to the form.

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1 MS. NICHOLSON:
2 Join.
3 A. Any voc my Fifth Amendment rights in
4 response to that question.
5 MR. ROBIE:
6 Q. How many times did you talk to
7 Thomas McIntosh seeking to convince him to
8 become involved in the 20/20 exposé?
9 MR. MALLETTTE:
10 I object on attorney/client
11 privilege and Work Product Doctrine.
12 MS. NICHOLSON:
13 Join.
14 MR. MALLETTTE:
15 And as to form. Excuse me.
16 MS. NICHOLSON:
17 Join.
18 A. I invoke my Fifth Amendment rights
19 in response to that question.
20 MR. ROBIE:
21 Q. I'll show you an e-mail marked
22 Exhibit 11.
23 (Exhibit 11 was marked.)
24 MR. ROBIE:
25 Q. Did you take responsibility for

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1 assisting Mr. Reed in concluding all of the
2 details that needed to be taken care of in
3 order to get the 20/20 show videotaped here
4 in Mississippi?
5 MR. MALLETTTE:
6 I object on work product grounds.
7 MS. NICHOLSON:
8 Join.
9 A. I invoke my Fifth Amendment rights
10 in response to that question.
11 MR. ROBIE:
12 Q. How many conference calls did you
13 participate in with Mr. Reed and your father
14 prior to the shooting of the 20/20 segment?
15 A. I invoke my Fifth Amendment rights
16 in response to that question.
17 Q. Isn't it a fact that you and your
18 father made it clear to Joe R E that State
19 Farm would have no information about the
20 October 12th Forensic Engineering report on
21 the McIntosh property prior to airing this
22 show because the Rigsbys had stolen that
23 document from State Farm's records?
24 MR. MALLETTTE:
25 I object to the form. I object on

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1 attorney/client privilege and Work Product
2 Doctrine grounds.
3 MS. NICHOLSON:
4 We join.
5 A. I invoke my Fifth Amendment rights
6 in response to that question.
7 MR. ROBIE:
8 Q. And, in fact, State Farm was
9 confronted by 20/20 over the fact that the
10 document was not known to State Farm, and
11 you knew that that would take place before
12 the 20/20 segment was shot, didn't you?
13 MR. MALLETTTE:
14 Object to the form. Knew what would
15 take place?
16 MR. ROBIE:
17 That State Farm would be confronted
18 over its lack of knowledge of a document
19 that the Rigsbys had stolen from its files.
20 MR. MALLETTTE:
21 I object to the form. I object on
22 attorney/client privilege, Work Product
23 Doctrine grounds.
24 MS. NICHOLSON:
25 Join.

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1 A. Any voc my Fifth Amendment rights in
 2 response to that question.
 3 MR. ROBIE:
 4 Q. You knew that they would confront
 5 State Farm with the October 12, 2005
 6 Forensic Engineering report authored by
 7 Brian Ford, didn't you?
 8 MR. MALLETTTE:
 9 Object to the form.
 10 MS. NICHOLSON:
 11 Join. Also work product.
 12 A. I invoke my Fifth Amendment rights
 13 in response to that question.
 14 MR. ROBIE:
 15 Let me see if I can make it as
 16 perfect as possible.
 17 Q. You knew in advance of videotaping
 18 the 20/20 segment that Brian Ford or Joe R E
 19 and Brian Ross would confront State Farm
 20 with the October 12, 2005 engineering report
 21 of Brian Ford regarding the McIntosh
 22 property, didn't you?
 23 MR. MALLETTTE:
 24 Object to the form.
 25 MS. NICHOLSON:

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1 And I join.
 2 A. Any voc my Fifth Amendment rights in
 3 response to that question.
 4 MR. ROBIE:
 5 Q. And you knew in advance of
 6 videotaping the 20/20 segment that State
 7 Farm would have no knowledge of the October
 8 12th, 2005 report by Brian Ford on the
 9 McIntosh property because the report had
 10 previously been stolen by the Rigsbys from
 11 State Farm's records; isn't that a fact?
 12 MR. MALLETTTE:
 13 Object to the form, to
 14 attorney/client privilege, on
 15 attorney/client privilege grounds and on
 16 Work Product Doctrine grounds.
 17 MS. NICHOLSON:
 18 We join.
 19 A. I invoke my Fifth Amendment rights
 20 in response to that question.
 21 MR. ROBIE:
 22 Q. You also knew that it was likely
 23 State Farm would only come to know about the
 24 McIntosh October 12, 2005 Forensic
 25 Engineering report by reason of its

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1 disclosure on 20/20; isn't that a fact?
 2 MR. MALLETTTE:
 3 Object to the form.
 4 MS. NICHOLSON:
 5 Join, and also work product.
 6 MR. MALLETTTE:
 7 And I'll object on work product
 8 grounds, also.
 9 A. I invoke my Fifth Amendment rights
 10 in response to that question.
 11 MR. ROBIE:
 12 Q. It is also a fact, isn't it, Mr.
 13 Scruggs, that you and your father and Chip
 14 Robertson, Anthony Dewitt, Mary winter, Todd
 15 grave and pat Lobrano accessed the McIntosh
 16 claim file while you were meeting in Mr.
 17 Scruggs' trailer in Pascagoula to verify
 18 that the October 12, 2005 report did not
 19 exist in State Farm records, nor did any
 20 copy of that report exist in State Farm's
 21 records.
 22 MR. MALLETTTE:
 23 I object to the form. I object on
 24 attorney/client privilege and I object on
 25 the Work Product Doctrine grounds.

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1 MS. NICHOLSON:
 2 Join.
 3 A. I invoke my Fifth Amendment rights
 4 in response to that question.
 5 MR. ROBIE:
 6 Q. How many times did you or someone on
 7 your behalf access the McIntosh claim file
 8 to verify that State Farm had no copy of the
 9 October 12, 2005 Brian Ford McIntosh report
 10 in its files?
 11 MR. MALLETTTE:
 12 I object to the form and on Work
 13 Product Doctrine grounds.
 14 MS. NICHOLSON:
 15 Join.
 16 A. I invoke my Fifth Amendment rights
 17 in response to that question.
 18 MR. ROBIE:
 19 Q. Let me show you a document which
 20 we'll mark as Exhibit 12.
 21 (Exhibit 12 was marked.)
 22 MR. ROBIE:
 23 For the record, Exhibit 12 is
 24 Scruggs document SMP D1-000933 and 34. It's
 25 a two-page document.

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1 Q. Mr. Scruggs, have you had a chance
2 to look at this document?
3 A. I invoke my Fifth Amendment rights
4 in response to that question.
5 Q. This is another e-mail you sent to
6 Michael Kunzelman, this time on October 19,
7 2006. Correct?
8 A. I invoke my Fifth Amendment rights
9 in response to that question.
10 Q. This is a message to Mr. Kunzelman
11 informing him that State Farm and Lecky
12 King's lawyers are trying to seal her
13 testimony taking the Fifth Amendment from
14 the public, right?
15 A. I invoke my Fifth Amendment rights
16 in response to that question.
17 Q. Well, Lecky King was asserting her
18 Fifth Amendment rights and was doing so in a
19 confidential manner pursuant to court order,
20 wasn't she?
21 MR. MALLETTTE:
22 Object to the form.
23 MS. NICHOLSON:
24 Join.
25 A. I invoke my Fifth Amendment rights

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1 in response to that question.
2 MR. ROBIE:
3 Q. Did you consider it was appropriate
4 for you to notify Mr. Kunzelman in violation
5 of that court order that Ms. King was
6 asserting her Fifth Amendment rights?
7 MR. MALLETTTE:
8 I object on work product grounds and
9 I object as to form.
10 MS. NICHOLSON:
11 Join.
12 A. I invoke my Fifth Amendment rights
13 in response to that question.
14 MR. ROBIE:
15 Let me show you the next document,
16 which we'll mark as Exhibit 13. It's a
17 single page document bearing SMP D1-002369.
18 (Exhibit 13 was marked.)
19 MR. ROBIE:
20 Q. This is a follow-up e-mail that you
21 exchanged with Mr. Kunzelman about the Lecky
22 King deposition, isn't it?
23 A. I invoke my Fifth Amendment rights
24 in response to that question.
25 Q. The final line in the string of

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1 e-mails says, quote, mind if I check in
2 tomorrow, once you finish the deposition?
3 If she takes the fifth and refuses to answer
4 all questions, we might do a short story.
5 Pair did he follow up with you?
6 A. I invoke my Fifth Amendment rights
7 in response to that question.
8 Q. Did you tell him that Alexis king,
9 also known as Lecky King, invoked the Fifth
10 Amendment at her deposition?
11 A. I invoke my Fifth Amendment rights
12 in response to that question.
13 Q. Did you urge him to do a story about
14 Ms. King and her deposition?
15 A. I invoke my Fifth Amendment rights
16 in response to that question.
17 Q. As part of the 20/20 show, there was
18 a videotape of an interview with State Farm
19 spokesman named Wayne drink water. Do you
20 recall that?
21 A. I invoke my Fifth Amendment rights
22 in response to that question.
23 Q. The outtakes of that videotape were
24 requested by Courtney Schloemer on behalf of
25 the Attorney General of the state of

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1 Mississippi through your office, weren't
2 they?
3 MR. MALLETTTE:
4 I object on attorney/client and work
5 product grounds.
6 MS. NICHOLSON:
7 Join.
8 A. I invoke my Fifth Amendment rights
9 in response to that question.
10 MR. ROBIE:
11 Q. How many times have you met with
12 Courtney Schloemer to discuss the Attorney
13 General's activities vis-a-vi State Farm
14 while you were prosecuting the McIntosh
15 case?
16 MR. MALLETTTE:
17 I object on attorney/client
18 privilege grounds and Work Product Doctrine
19 grounds.
20 MS. NICHOLSON:
21 Join.
22 A. I invoke my Fifth Amendment rights
23 in response to that question.
24 MR. ROBIE:
25 Let me show you a document which

1 we'll mark as Exhibit 14. It's Scruggs
2 document SMP D1-0023072 ck check the number.
3 (Exhibit 14 was marked.)

4 MR. MALLETTTE:

5 I object to the entry in the record
6 until I can investigate it further of the
7 top part of this document, which is an
8 internal conversation between Sid Backstrom
9 and Zach Scruggs, and if we inadvertently
10 produced it, unless that privilege is
11 otherwise been waived, which I have no
12 knowledge that it has, then we would ask
13 that the top part of this be redacted.

14 MS. NICHOLSON:

15 We would join.

16 MR. ROBIE:

17 I would respectfully decline to do
18 so. There has been no privilege log at any
19 time on any document from Scruggs firm
20 despite, as I recall it, nine months of
21 requests for documents. This has been going
22 on forever.

23 MR. MALLETTTE:

24 And I think either Judge Walker or
25 Judge Senter specifically noted that a

1 Well, I think we're going to have to
2 agree to disagree. I think the fact that
3 Ms. Slummer is asking for information about
4 the 20/20 broadcast and about information
5 available to the Scruggs firm in its civil
6 cases violates at least two court orders
7 that I'm aware of, one by judge Simpson and
8 one by judge pre sock.

9 MR. MALLETTTE:

10 I don't see that she is copied on
11 this e-mail. I see this as a communication
12 between Sid and Zach. I don't know how it's
13 been produced or whether it's been produced
14 before. If it has and the privilege isn't
15 there, I'll withdraw it, but for the time
16 being, it looks like an inadvertent
17 disclosure and I'm going to ask that it not
18 be included in the record.

19 MR. WEATHERLY:

20 Just so are clear, your only
21 objecting to the top part of the e-mail?

22 MR. MALLETTTE:

23 Yes.

24 MR. TWIFORD:

25 There's not a claw back agreement

1 nonparty to a case has no such duty to
2 produce a witness log. And I reraised the
3 same objection. It's been my practice in
4 depositions if there's an inadvertent
5 disclosure that that disclosure -- and I'm
6 not trying to over limit the disclosure
7 here, Jim, but the top part looks like it
8 was inadvertently disclosed.

9 MR. ROBIE:

10 I don't understand why there would
11 be any reason to redact that. It's a
12 conversation with a --

13 MR. MALLETTTE:

14 It's a conversation --

15 MR. ROBIE:

16 Two people in a law firm about a
17 request by a third party.

18 MR. MALLETTTE:

19 It's a conversation between two
20 people in a law firm that I assume you think
21 is relevant to a case they were representing
22 or you wouldn't be asking about it.

23 The bottom part of it, I don't have
24 the same objection. The top part, I do.

25 MR. ROBIE:

1 between the hunter law firm and the Scruggs
2 law firm?

3 MR. MALLETTTE:

4 Tell me what you mean by a claw back
5 agreement.

6 MR. TWIFORD:

7 That covers production of
8 inadvertent e-mails.

9 MR. MALLETTTE:

10 Not that I'm aware of. I think the
11 Mississippi rules suggest a return of an
12 inadvertent disclosure. I can't answer that
13 while I sit here in the deposition. That's
14 always been my practice with other
15 depositions when what appears to have
16 occurred has occurred in this case. That's
17 how I see it.

18 MS. NICHOLSON:

19 Certainly it's a federal rule.

20 MR. ROBIE:

21 I can't see how there's a privilege
22 here. Also, if you take the position on the
23 one hand that you have no obligation to
24 furnish a privilege log, and then you are
25 now asserting a privilege, are there other

1 documents that you've withheld because of a
2 privilege?

3 MR. MALLETTTE:

4 I'm not going to testify as to the
5 documents produced, but I will say that that
6 is an obvious communication between two
7 attorneys within a single law firm. It's
8 not a disclosure to a third party. If there
9 has been an inadvertent disclosure it has
10 occurred at some other point.

11 If I find that it was an intentional
12 disclosure where that went to a third party,
13 so far, I haven't heard that, then I may
14 rethink my position, Jim.

15 MR. ROBIE:

16 I just don't see the privilege. I
17 don't see it --

18 MR. MALLETTTE:

19 You don't see it as a privilege, two
20 lawyers in a law firm communicating about a
21 case?

22 MR. ROBIE:

23 No. They're asking about a request
24 for an out take of an interview with a State
25 Farm witness and they're communicating back

1 identification as Exhibit 15, I believe, and
2 I ask you to look at that. Have you had a
3 chance to look at that?

4 A. I invoke my Fifth Amendment rights
5 in response to that question.

6 Q. For the record, Exhibit 15 is a
7 Scruggs document SMP D1-002263 through 67.
8 This is an e-mail you sent to Anita Leon
9 August 7th, 2007, at 8:41, isn't it, Mr.
10 Scruggs?

11 MR. MALLETTTE:

12 Can you repeat the question for me,
13 please?

14 MR. ROBIE:

15 Q. This is an e-mail you sent to Anita
16 Lee on August 7th, 2007, at 8:41 a.m., isn't
17 it, Mr. Scruggs?

18 A. I invoke my Fifth Amendment rights
19 in response to that question.

20 Q. As of August 7th, 2007, you were
21 representing the Rigsbys in the qui tam
22 proceeding which is the subject of the
23 motion that's attached to this e-mail?

24 A. I invoke my Fifth Amendment rights
25 in response to that question.

1 ABC's refusal to make it available. I don't
2 think that's a privileged communication.

3 MR. MALLETTTE:

4 We disagree. We object to its
5 inclusion. We will include that in a motion
6 we take up with the court on the ceiling.

7 MR. ROBIE:

8 Very well.

9 MR. MALLETTTE:

10 Can give me the date of that again,
11 Jim?

12 MR. ROBIE:

13 It's Friday, October 20, 2006. It's
14 your document -- well, you won't have the
15 number on it, so it probably won't help you.

16 MR. MALLETTTE:

17 But it's your document what?

18 MR. ROBIE:

19 SMP D1-002372. Can we go off the
20 record for a second?

21 (Off the record.)

22 (Exhibit 15 was marked.)

23 MR. ROBIE:

24 Q. I've placed in front of you a
25 document which I've marked for

1 MR. MALLETTTE:

2 And I object on work product
3 attorney/client privilege grounds.

4 MR. ROBIE:

5 Q. Well, as of August 7th, your firm
6 had filed a motion on behalf of the relators
7 or relators depending on regional choice of
8 pronouncement motion to lift the seal on the
9 qui tam proceeding, hadn't you?

10 MR. MALLETTTE:

11 I withdraw my last attorney/client
12 privilege objection. Jim, if you don't
13 mind, would you reread your previous
14 question?

15 MR. ROBIE:

16 The one I just asked or the one
17 before it?

18 (Wherein, the question was read back.)

19 MR. MALLETTTE:

20 I withdraw my objection to work
21 product attorney/client grounds on that
22 question. He maintains his Fifth Amendment
23 objection.

24 MR. ROBIE:

25 Let me see if I can get us back on

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1 track, here.
2 Q. As of August 7th, 2007, your firm,
3 along with two other firms from the state of
4 Missouri, represented the Rigsbys as
5 relators in the qui tam proceeding which
6 bore a case number 06 CV 443 W J G here in
7 the district court for the southern district
8 of Mississippi, didn't you?
9 A. I invoke my Fifth Amendment rights
10 in response to that question.
11 Q. And as of August 7th, your firm and
12 your co-counsel had filed a brief on behalf
13 of the Rigsbys to lift the seal which was
14 keeping that case, that qui tam proceeding
15 outside of the public domain, hadn't you?
16 MR. MALLETTTE:
17 I object on work product grounds.
18 Can you repeat the question, also?
19 Q. As of August 7th, 2007, your firm
20 and your co-counsel had filed a brief with
21 the United States District Court to lift the
22 seal which made the qui tam proceeding
23 confidential?
24 MR. MALLETTTE:
25 I withdraw my work product objection

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1 to that last question. Go ahead.
2 A. I invoke my Fifth Amendment rights
3 in response to that question.
4 MR. ROBIE:
5 Q. And in response to the motion that
6 you and your co-counsel had filed to lift
7 the seal, the government of the United
8 States of America filed a brief in
9 opposition, didn't they?
10 A. I invoke my Fifth Amendment rights
11 in response to that question.
12 Q. The brief of the United States in
13 opposition to the Rigsbys' motion to lift
14 the seal was filed under seal, wasn't it?
15 A. Mill the brief of the United States?
16 MR. ROBIE:
17 Yes.
18 MR. MALLETTTE:
19 Can I have a brief second?
20 MR. ROBIE:
21 Sure. Not regarding his testimony.
22 (Off the record.)
23 MR. MALLETTTE:
24 Can you reread the question and get
25 us back into it?

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1 MR. ROBIE:
2 Q. The brief of the United States
3 Government in opposition to your motion to
4 lift the seal was, itself, filed under seal,
5 wasn't it?
6 A. I invoke my Fifth Amendment rights
7 in response to that question.
8 MR. ROBIE:
9 While we were off the record, I had
10 a discussion with my co-counsel because I --
11 there's some things that I'm just not
12 familiar enough with, in terms of the
13 proceedings and agreements that have been
14 made at depositions, and I think Dan and
15 John have --
16 MR. WEBB:
17 Related to the document that you had
18 asked that a portion of it be redacted, I
19 don't remember the Exhibit Number, 14, the
20 last four numbers were 2372 in the Bates
21 Number series, the consent protective order
22 entered in this case applies to non parties
23 who produce, as well as who don't, as well
24 as to parties, and you have a right under
25 that to declare something confidential, but

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1 we would hope that you would, as you
2 suggested, include that. And pursuant to
3 that protective order, the document wouldn't
4 be disclosed outside the context of the
5 folks here in this room until a ruling by
6 the court.
7 MR. MALLETTTE:
8 I appreciate that information. It's
9 new to me, as well, and I would declare that
10 that document be included as confidential,
11 but we also will take the issue to the
12 court, rather than making you unseal it,
13 we'll raise the issue.
14 MR. ROBIE:
15 It's afternoon. I'm a little
16 hungry. Is there any chance we can take at
17 least a short lunch break? I can go through
18 my notes and maybe shorten this up a little
19 bit. We're not going to be done within the
20 next 60 minutes and I need a break. I need
21 some food.
22 (Off the record.)
23 MR. ROBIE:
24 Q. Mr. Scruggs, did you or anyone at
25 the Scruggs law firm or SKG hire Brian

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1 Ford's attorney to represent him at his
2 deposition in the McIntosh case?
3 MR. MALLETTTE:
4 Object on attorney/client work
5 product grounds.
6 MS. NICHOLSON:
7 Join.
8 A. I invoke my Fifth Amendment rights
9 with respect to that question.
10 MR. ROBIE:
11 Q. Did you or anyone at the Scruggs law
12 firm or SKG agree to cover or pay Brian
13 Ford's attorney's fees for his
14 representation at his depo in the McIntosh
15 case?
16 MR. MALLETTTE:
17 Object on attorney/client privilege
18 and Work Product Doctrine grounds.
19 MS. NICHOLSON:
20 Join.
21 A. I invoke my Fifth Amendment rights
22 in response to that question.
23 MR. ROBIE:
24 Q. Did you or anyone at the Scruggs law
25 firm or SKG contact Courtney Schloemer at

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1 the Attorney General's office with respect
2 to Brian Ford in the McIntosh case?
3 MR. MALLETTTE:
4 I object in.
5 A. I invoke my Fifth Amendment rights
6 in response to that question.
7 Q. Isn't it a fact that you and your
8 father agreed at the request of Courtney
9 Schloemer to not pay Brian Ford until after
10 he testified at the Grand Jury?
11 MR. MALLETTTE:
12 I object to the form, attorney Work
13 Product Doctrine.
14 A. I invoke my Fifth Amendment rights
15 in response to that question.
16 MR. ROBIE:
17 Q. Who is it that thought up that
18 strategy?
19 MR. MALLETTTE:
20 I object to the form and I object to
21 attorney Work Product Doctrine.
22 MS. NICHOLSON:
23 We join.
24 A. I Fifth Amendment rights.
25 Q. Did Derek Wyatt keep you apprised as

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1 to his e-mail and telephone communications?
2 Nil mill I object on attorney work product
3 grounds.
4 A. I invoke my Fifth Amendment rights.
5 Q. Who at SKG was supervising Derek
6 Wyatt in his work on the McIntosh case?
7 MR. MALLETTTE:
8 I object on Work Product Doctrine
9 and attorney/client privilege.
10 MS. NICHOLSON:
11 We join and also would suggest
12 that's ranging a little far field of what
13 Judge Walker has said the scope of this
14 deposition is. The way I understand your
15 question, it's not even directed towards any
16 of these topics. It's just generally how
17 did you all handle these cases internally at
18 the law firm. I don't think that's an
19 appropriate.
20 MR. ROBIE:
21 I'll do a little better than that.
22 Let me see if I can help you. Let me ask
23 him some specific questions.
24 MR. ROBIE:
25 Q. Derek Wyatt issued more than one

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1 illegal subpoenas in order to improperly
2 obtain computers from Forensic Engineering.
3 Who supervised his work, him doing that?
4 MR. MALLETTTE:
5 I object to the form and I object on
6 attorney/client privilege and Work Product
7 Doctrine grounds.
8 MS. NICHOLSON:
9 Join.
10 A. I invoke my Fifth Amendment rights
11 in response to that question.
12 MR. ROBIE:
13 Q. Did you know, in advance of Mr.
14 Wyatt's strategy to improperly obtain Nell I
15 Williams' computer that he was going to
16 initiate that strategy?
17 MR. MALLETTTE:
18 I object to the form. I object on
19 work product doctrine grounds and attorney
20 client privilege grounds.
21 MS. NICHOLSON:
22 And I join in that, and also, Nellie
23 Williams, as far as -- again, is not within
24 the scope of the deposition as set out by
25 Judge Walker.

1 MR. MALLETTTE:
 2 And I join in that objection, as
 3 well.
 4 MS. NICHOLSON:
 5 I don't think Judge Walker intended
 6 this to be a fishing expedition to obtain
 7 the attorneys' mental impressions about
 8 every aspect of the case. I think it's a
 9 very specific area of discussion in
 10 deposition.
 11 MR. ROBIE:
 12 Could we have an answer?
 13 MR. MALLETTTE:
 14 I thought we had answered, but I've
 15 objected. Can you give your answer, please?
 16 A. I invoke my Fifth Amendment rights
 17 in response to that question.
 18 MS. NICHOLSON:
 19 And we join again.
 20 MR. ROBIE:
 21 Q. Where is the Nellie Williams
 22 computer hard drive current live located?
 23 MR. MALLETTTE:
 24 Object to the form and I object on
 25 Work Product Doctrine grounds.

1 MS. NICHOLSON:
 2 Join. And we also object as
 3 exceeding the scope of the deposition.
 4 A. I invoke my Fifth Amendment rights
 5 in response to that question. Rope rope who
 6 has copies of the State Farm documents that
 7 were made part of the evidentiary disclosure
 8 in the qui tam litigation?
 9 MR. MALLETTTE:
 10 I object on Work Product Doctrine
 11 grounds and attorney client privilege
 12 grounds.
 13 MS. NICHOLSON:
 14 Join and also as exceeding the scope
 15 of this deposition.
 16 A. I invoke my Fifth Amendment rights
 17 in response to that question.
 18 MR. ROBIE:
 19 Q. The qui tam evidentiary submission
 20 says that Cori, Kerri and pat were
 21 astonished at pat's allegations. Is the pat
 22 referred to pat will he brawn?
 23 A. I invoke my fifth amend the rights.
 24 MR. MALLETTTE:
 25 And I object on attorney work

1 product grounds.
 2 MS. NICHOLSON:
 3 We join.
 4 MR. ROBIE:
 5 Let me mark as Exhibit 16 --
 6 (Exhibit 16 was marked.)
 7 MR. ROBIE:
 8 Q. Mr. Scruggs, who is Beth Jones?
 9 A. I invoke my Fifth Amendment rights
 10 in response to that question.
 11 Q. Isn't it a fact that Beth Jones is
 12 an assistant to your father, Dickie Scruggs?
 13 A. I invoke my Fifth Amendment rights
 14 in response to that question.
 15 Q. Is Pat Lobrano one of your clients
 16 in the qui tam action?
 17 A. I invoke my Fifth Amendment rights
 18 in response to that question.
 19 Q. At the time Beth Jones sent this
 20 e-mail -- incidentally, Exhibit 16 is
 21 Scruggs document SMP D1-000567, dated June
 22 6th, 2007. At the time Beth Jones sent this
 23 e-mail to someone named Ray at CBC news, was
 24 the First Amended Complaint in the false
 25 claim act still under seal?

1 A. I invoke my Fifth Amendment rights
 2 in response to that question.
 3 Q. How many news media sources did the
 4 Scruggs law firm send the First Amended
 5 Complaint in the false claim act to while it
 6 was still under seal?
 7 MR. MALLETTTE:
 8 Object to the form.
 9 A. I invoke my Fifth Amendment rights
 10 in response to that question.
 11 MS. NICHOLSON:
 12 And we object to the question as
 13 exceeding the scope of this deposition.
 14 MR. ROBIE:
 15 Q. The trip wire, if you will, in the
 16 false claim act is the McIntosh claim, is it
 17 not?
 18 MS. NICHOLSON:
 19 Object to the form.
 20 A. I invoke my Fifth Amendment rights
 21 in response to that question.
 22 MR. ROBIE:
 23 Q. And, in fact, in both the original
 24 false claim act complaint and the first
 25 amended false claim act complaint, the

1 McIntosh case is effectively the point of
 2 the spear in the action. It's where the
 3 process begins and ends for the realtors,
 4 isn't it?
 5 MR. MALLETTTE:
 6 I object to the form and I object on
 7 attorney work product ground.
 8 MS. NICHOLSON:
 9 Join and in seeding the scope of the
 10 deposition.
 11 A. I invoke my Fifth Amendment rights
 12 in response to that question.
 13 MR. ROBIE:
 14 Q. How many media sources were sent
 15 copies of the original false claim act
 16 complaint which was filed under seal before
 17 the seal was lifted?
 18 MR. MALLETTTE:
 19 I object on work product grounds and
 20 I object as to the form of the question.
 21 MS. NICHOLSON:
 22 I join and also object to it as
 23 exceeding the scope of this deposition.
 24 A. I invoke my Fifth Amendment rights
 25 in response to that question.

1 MR. ROBIE:
 2 Q. Do you, your father or the Scruggs
 3 law firm have any continuing financial
 4 interest in the qui tam litigation?
 5 A. I invoke my Fifth Amendment rights
 6 in response to that question.
 7 MS. NICHOLSON:
 8 We also object to that question as
 9 exceeding the scope of this deposition.
 10 MR. ROBIE:
 11 Q. What other financial interests do
 12 you have with the Rigsbys?
 13 MR. MALLETTTE:
 14 Object to the form and I object on
 15 attorney/client work product grounds.
 16 MS. NICHOLSON:
 17 Join.
 18 A. I invoke my Fifth Amendment rights
 19 in response to that question.
 20 MR. ROBIE:
 21 Q. Do you have any on going financial
 22 arrangements with the Rigsbys?
 23 A. I invoke my Fifth Amendment rights
 24 in response to that question.
 25 MR. MALLETTTE:

1 And I object on attorney/client
 2 privilege grounds.
 3 MS. NICHOLSON:
 4 Join, and also work product.
 5 MR. ROBIE:
 6 Let's mark as Exhibit 17 -- maybe we
 7 should just have a continuing objection to
 8 every question I ask. It could save time.
 9 MS. NICHOLSON:
 10 We would like the record to be
 11 clear.
 12 MR. MALLETTTE:
 13 Certainly questions about their
 14 relationships with the clients. But, no, we
 15 will go through one at a time.
 16 MR. ROBIE:
 17 I'm happy to do it that way.
 18 (Exhibit 17 was marked.)
 19 MR. ROBIE:
 20 For the record, Exhibit 17 is
 21 Scruggs document SMP D1-002173. It's an
 22 e-mail dated June 26th, 2007, from Zach
 23 Scruggs to Michael Kunzelman. Pair is this
 24 an e-mail that you swapped with Mr.
 25 Kunzelman?

1 A. I invoke my Fifth Amendment rights
 2 in response to that question.
 3 Q. Did you have a regular set time to
 4 report to Mr. Kunzelman about on going
 5 developments in the cases you were working
 6 on?
 7 MR. MALLETTTE:
 8 I object on work product grounds.
 9 MS. NICHOLSON:
 10 Join.
 11 MR. MALLETTTE:
 12 And object to the form.
 13 A. I invoke my Fifth Amendment rights
 14 in response to that question.
 15 MR. ROBIE:
 16 Q. Did you ever clear with the
 17 McIntoshes disclosure of information about
 18 them to Mr. Kunzelman?
 19 MR. MALLETTTE:
 20 I object on attorney/client
 21 privilege and Work Product Doctrine grounds.
 22 MS. NICHOLSON:
 23 Join.
 24 A. I invoke my Fifth Amendment rights
 25 in response to this question.

1 MR. ROBIE:
 2 Q. Let me show you a document we'll
 3 mark as Exhibit 18.
 4 (Exhibit 18 was marked.)
 5 MR. ROBIE:
 6 For the record, it bears document
 7 number SMP H 1-000285. Did Mr. Kunzelman
 8 regularly allow you to edit his work before
 9 it was published?
 10 MR. MALLETTTE:
 11 Object to the form. Object on work
 12 product grounds.
 13 MS. NICHOLSON:
 14 Join.
 15 A. I invoke my Fifth Amendment rights
 16 in response to that question.
 17 MR. ROBIE:
 18 Q. Did you send him a copy of the false
 19 claims act first amended complaints with
 20 this e-mail?
 21 A. I invoke my Fifth Amendment rights
 22 in response to that question.
 23 Q. There was a written fee agreement
 24 with the Bartimus, Frickleton, Robertson
 25 Gorny firm relating to handling the qui tam

1 case. Do you recall that?
 2 A. I invoke my Fifth Amendment rights
 3 in response to that question.
 4 MS. NICHOLSON:
 5 And I also object to that question
 6 as exceeding the scope of this deposition.
 7 MR. ROBIE:
 8 Q. Did the Rigsbys approve of the fee
 9 splitting agreement between the Scruggs
 10 firm, Bartimus Frickleton and the Graves
 11 firm?
 12 MR. MALLETTTE:
 13 I object on attorney/client
 14 privilege and Work Product Doctrine grounds.
 15 MS. NICHOLSON:
 16 Join.
 17 A. I invoke my Fifth Amendment rights
 18 in response to that question.
 19 Q. Are the Rigsbys signatory to any fee
 20 agreement that purports to payor provide an
 21 interest in fees to be paid to your firm for
 22 the handling of that case?
 23 MR. MALLETTTE:
 24 Could you restate the question,
 25 please?

1 Q. Are the Rigsbys signatory to any
 2 agreement that purports to provide payment
 3 or an interest in fees to be paid to your
 4 firm for the handling of that case?
 5 MR. MALLETTTE:
 6 I object to the form and I object on
 7 work product grounds.
 8 MS. NICHOLSON:
 9 Join.
 10 A. Any voc my Fifth Amendment rights in
 11 response to that question.
 12 Q. Is there a written fee agreement
 13 with the Rigsbys that sets out the payment
 14 to be made to the Scruggs office in the
 15 event you succeed in that case?
 16 MR. MALLETTTE:
 17 Object to the form of the question.
 18 A. I invoke my Fifth Amendment rights
 19 in response to that question.
 20 MR. ROBIE:
 21 Let me show you Exhibit 19.
 22 (Exhibit 19 was marked.)
 23 MR. ROBIE:
 24 It's Scruggs document SMP H
 25 1-000013.

1 MR. ROBIE:
 2 Q. Have you seen this document before?
 3 A. I invoke my Fifth Amendment rights
 4 in response to that question.
 5 Q. Isn't it a fact that the Rigsbys
 6 authorized your office to forward the First
 7 Amended Complaint in their false claims act
 8 against State Farm to CBC news before that
 9 was done on June 6th, 2007?
 10 MR. MALLETTTE:
 11 I object on work product grounds and
 12 on attorney/client privilege grounds.
 13 MS. NICHOLSON:
 14 Join.
 15 A. I invoke my Fifth Amendment rights
 16 in response to that question.
 17 MR. ROBIE:
 18 Q. Isn't it a fact that the Rigsbys
 19 knew about this disclosure and authorized
 20 it?
 21 MR. MALLETTTE:
 22 Object on attorney/client privilege
 23 grounds and Work Product Doctrine grounds.
 24 MS. NICHOLSON:
 25 Join.

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1 A. I invoke my Fifth Amendment rights
2 in response to that question.
3 MR. ROBIE:
4 Q. Isn't it a fact that you refused to
5 disclose the amended complaint in the false
6 claim act suit to State Farm on the basis
7 that it was sealed, yet, you provided it to
8 CBS News?
9 MR. MALLETTTE:
10 I object to the form and I object on
11 work product grounds.
12 MS. NICHOLSON:
13 Join.
14 A. I invoke my Fifth Amendment rights
15 in response to that question.
16 MR. ROBIE:
17 Q. Do you have any substance abuse
18 problems that you are aware of?
19 A. I invoke my Fifth Amendment in
20 response to that question.
21 Q. Do you have any drug or chemical use
22 that prevents you from testifying accurately
23 and truthfully here today?
24 A. I invoke the Fifth Amendment in
25 response to that question.

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1 Q. Are you aware of any chemical or
2 drug dependency by your father?
3 MR. MALLETTTE:
4 Object to the form and I object as
5 harassment.
6 MR. DOOLEY:
7 This is brook. I'm going to object
8 on privacy grounds.
9 A. I invoke my Fifth Amendment rights
10 in response to that question.
11 MR. ROBIE:
12 Q. I want to direct your attention,
13 please, to Page 2 of Exhibit 19. I'll put
14 it back in front of you. Is the handwritten
15 portion of the legend that's put in the
16 middle of the paragraph under S L F
17 circumstances in the handwriting of Sid
18 Backstrom?
19 A. I invoke my Fifth Amendment rights
20 in response to that question.
21 Q. The document is originally written,
22 I believe, read as follows: The parties
23 understand that S L F, which is Scruggs law
24 firm, had pledged some portion of its fees,
25 if any are recovered in this case, to

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1 Scruggs Katrina group. Pair in fact, does
2 Scruggs Katrina group have a financial
3 interest in the qui tam or false claims act
4 which is currently pending on behalf of the
5 Rigsbys?
6 A. I invoke my Fifth Amendment rights
7 in response to that question.
8 Q. Has any person, to your knowledge,
9 promised the Rigsbys a financial return for
10 prosecuting this false claims act?
11 A. I invoke my Fifth Amendment rights
12 in response to that question.
13 MS. NICHOLSON:
14 I also object to that question as
15 exceeding the scope of this deposition.
16 MR. MALLETTTE:
17 I join in that objection.
18 Q. If I read the change or the
19 correction to this paragraph, it says, the
20 parties understand that S L F, Scruggs law
21 firm, had discussed their sharing of fees
22 from this case with other members of SKG to
23 account for their work in this case. Oops,
24 sorry. It should read, the parties
25 understand that S L F had discussed their

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1 sharing of fees, if any, from this case with
2 other members of SKG to account for their
3 work in the case.
4 Were you involved in this
5 modification to this fee agreement?
6 MR. MALLETTTE:
7 Object on Work Product Doctrine
8 grounds.
9 MS. NICHOLSON:
10 Object as exceeding the scope of
11 this deposition.
12 MR. MALLETTTE:
13 Join in that, as well.
14 A. I invoke my Fifth Amendment rights
15 in response to that question.
16 MR. ROBIE:
17 Q. Was this agreement acceptable to the
18 Scruggs law firm?
19 MR. MALLETTTE:
20 Object on the Work Product Doctrine
21 grounds.
22 MS. NICHOLSON:
23 Join also as exceeding the scope of
24 this deposition.
25 MR. MALLETTTE:

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1 Join in that objection, as well.
2 A. I invoke my Fifth Amendment rights
3 in response to that question.
4 MR. ROBIE:
5 Q. Is there anything inaccurate about
6 it that you are aware of?
7 MR. MALLETTTE:
8 I object on Work Product Doctrine
9 grounds.
10 MS. NICHOLSON:
11 Join. And also exceeding the scope
12 of the deposition.
13 A. I invoke my Fifth Amendment rights
14 in response to that question.
15 MR. ROBIE:
16 Q. Are there any non privileged
17 documents that you withheld from production
18 in response to State Farm's request number
19 56?
20 A. I invoke my Fifth Amendment rights
21 in response to that question.
22 Q. Are there any privileged documents
23 or documents for which you claim privilege
24 that you withheld from production of request
25 number 56 by State Farm's Request for

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1 Production of documents?
2 A. I invoke my Fifth Amendment rights
3 in response to that question.
4 Q. Request Number 9, which sought all
5 documents concerning communications between
6 the Scruggses and Brian Ford, did you
7 produce all documents concerning those
8 communications?
9 A. I invoke my Fifth Amendment rights
10 in response to that question.
11 Q. Did you withhold any documents
12 responsive to that category which you
13 contend are privileged?
14 A. I invoke my Fifth Amendment rights.
15 Q. Request Number 10 of the Request for
16 Production of documents sought all documents
17 concerning communications between the
18 Scruggses and -- actually, that was
19 remodified, I believe, what I'm looking at
20 on this document is between the -- any State
21 Farm-between the Scruggses and any State
22 Farm employee who worked on any
23 hurricane-related -- Hurricane Katrina claim
24 which was narrowed to require only the
25 production of documents concerning

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1 communications in any way related to the
2 Rigsbys or the McIntosh claim. Have you
3 produced all of those documents?
4 MR. MALLETTTE:
5 I object to the form.
6 A. I invoke my Fifth Amendment rights
7 in response to that question.
8 MR. ROBIE:
9 Q. Are there documents concerning
10 communications between the Scruggses and the
11 McIntoshes which have not been produced?
12 MR. MALLETTTE:
13 I object as to attorney/client
14 privilege.
15 A. I invoke my Fifth Amendment rights
16 in response to that question.
17 MR. MALLETTTE:
18 And I withdraw my objection to your
19 question. Your question is just asking are
20 there documents not produced?
21 MR. ROBIE:
22 Yes.
23 Q. Are there documents which have not
24 been produced as to which a claim of
25 privilege is made?

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1 A. I invoke my Fifth Amendment rights
2 in response to that question.
3 Q. Have the McIntoshes been requested
4 to review any documents reflecting
5 communications with them, with a request
6 that they produce a privilege log if they
7 choose to assert a privilege?
8 MR. MALLETTTE:
9 Object to the form, attorney/client
10 privilege and Work Product Doctrine.
11 MS. NICHOLSON:
12 We join.
13 A. I invoke my Fifth Amendment rights.
14 MR. ROBIE:
15 Q. Have the Rigsbys been presented with
16 any documents reflecting communications with
17 them which have not been produced as part of
18 the Scruggses' production?
19 MR. MALLETTTE:
20 Object on attorney/client privilege,
21 Work Product Doctrine.
22 MS. NICHOLSON:
23 We join.
24 A. I invoke my Fifth Amendment rights.
25 MR. ROBIE:

1 Q. The qui tam action is a Rigsbys
 2 claim, isn't it?
 3 MR. MALLETTTE:
 4 I object to the form.
 5 MS. NICHOLSON:
 6 Join.
 7 A. I invoke my Fifth Amendment rights.
 8 MR. ROBIE:
 9 Q. Have you produced all of the
 10 documents concerning all communications in
 11 any way related to the qui tam Rigsby claim?
 12 MR. MALLETTTE:
 13 I object as to Work Product
 14 Doctrine, attorney/client privilege. And,
 15 Jim, is there a specific question you were
 16 referring to among the subpoenas for that
 17 question?
 18 MR. ROBIE:
 19 Request Number 10. I'm reading it
 20 directly.
 21 MR. MALLETTTE:
 22 Can you read it again, please?
 23 MR. ROBIE:
 24 Request Number 10 is for all
 25 documents concerning communications between

1 the Scruggses and any State Farm employee,
 2 but then it was narrowed down, according to
 3 Judge Senter, it was narrowed down to
 4 require only the production of documents
 5 concerning communications in any way related
 6 to the Rigsbys or the McIntosh claim.
 7 My question is, have you produced
 8 all documents relating to the Rigsbys' qui
 9 tam claim?
 10 MR. MALLETTTE:
 11 I object to the form.
 12 A. I invoke my Fifth Amendment rights
 13 in response to that question.
 14 MR. ROBIE:
 15 Q. Are there documents reflecting
 16 communications with prosecutors or
 17 prosecuting officers that have not been
 18 produced by the Scruggses pursuant to this
 19 order?
 20 MR. MALLETTTE:
 21 I object to the form.
 22 MS. NICHOLSON:
 23 Join.
 24 A. I invoke my Fifth Amendment rights
 25 in response to that question.

1 MR. ROBIE:
 2 Q. Has any set of documents been
 3 presented to the Rigsbys with a request that
 4 they provide either the assertion of a
 5 privilege or the waiver of a privilege
 6 relating to a communication with the
 7 Scruggses on one of their claims?
 8 MR. MALLETTTE:
 9 I object to the form and I object to
 10 the extent it seeks to invade the attorney
 11 client privilege.
 12 MS. NICHOLSON:
 13 Object to the form.
 14 A. Any voc my Fifth Amendment rights in
 15 response to that question.
 16 MR. ROBIE:
 17 Q. Have the Rigsbys demanded that your
 18 firm or the SKG cover their tax liability
 19 resulting from reimbursement of nearly a
 20 million dollars in legal fees on their
 21 behalf?
 22 MR. MALLETTTE:
 23 I object to the form. I object to
 24 attorney/client privilege and Work Product
 25 Doctrine and I object as to beyond the scope

1 of this deposition.
 2 MS. NICHOLSON:
 3 Join.
 4 A. I invoke my Fifth Amendment rights
 5 in response to that question.
 6 MR. ROBIE:
 7 Q. Have the Rigsbys made such a claim
 8 against you, your father or your firm?
 9 MR. MALLETTTE:
 10 I object to the form,
 11 attorney/client privilege invasion, Work
 12 Product Doctrine and beyond the scope of
 13 this deposition.
 14 MS. NICHOLSON:
 15 Join.
 16 A. I invoke my Fifth Amendment rights.
 17 MR. ROBIE:
 18 Q. The request Number 11 seeks all
 19 documents concerning communications between
 20 the Scruggses and any person affiliated with
 21 or employed by any media outlet pertaining
 22 to or arising out of Hurricane Katrina.
 23 That document request was narrowed
 24 to require only the production of documents
 25 concerning such communications that are in

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1 any way related to the Rigsbys or to the
2 McIntosh claim. Have you provided all such
3 documents?
4 A. I invoke my Fifth Amendment rights
5 in response to that question.
6 Q. Can you tell me what efforts were
7 made to find those documents?
8 A. I invoke my Fifth Amendment rights
9 in response to that question.
10 Q. Can you explain to me why all
11 e-mails that were transmitted in response to
12 this production request were transmitted in
13 PDF format?
14 A. I invoke my Fifth Amendment rights
15 in response to that question.
16 Q. Does the Scruggs office maintain a
17 hard drive back up of e-mails?
18 A. I invoke my Fifth Amendment rights
19 in response to that question.
20 MR. MALLETTTE:
21 And I object on work product and
22 attorney/client privilege grounds.
23 MR. ROBIE:
24 Q. Does your firm e-mail system archive
25 e-mails for any particular period of time?

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1 A. I invoke my Fifth Amendment rights
2 in response to that question.
3 Q. Do you know whether or not
4 communications between your firm and people
5 affiliated with or employed by media outlets
6 which in any way related to the Rigsbys or
7 the McIntosh claim have been withheld from
8 production?
9 A. I invoke my Fifth Amendment rights
10 in response to that question.
11 Q. Can you identify any documents that
12 fit that description of documents requested
13 as to which a claim of privilege is being
14 asserted?
15 MR. MALLETTTE:
16 Can you re-ask that question,
17 please?
18 MR. ROBIE:
19 Q. Can you identify any documents that
20 fit the description -- I'll give you the
21 description again so it's clear. Request
22 Number 11 seeks all documents concerning
23 communications between the Scruggses and any
24 person affiliated with or employed by any
25 media outlet which was narrowed to require

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1 only the production of documents concerning
2 such communications that are in any way
3 related to the Rigsbys or to the McIntosh
4 claim.
5 With that in mind, can you tell me,
6 are there any documents that have been
7 withheld from production based on a theory
8 that there's somehow a privilege that
9 applies to them?
10 MR. MALLETTTE:
11 Object on Work Product Doctrine
12 grounds.
13 A. I invoke my Fifth Amendment rights
14 in response to that question.
15 MR. ROBIE:
16 Q. Have you, in fact, seen any
17 documents that were specifically withheld
18 from production in response to these
19 requests?
20 A. I invoke my Fifth Amendment rights
21 in response to that question.
22 Q. Request number 17 asks for all
23 documents represented to the Scruggses to
24 have been taken from, removed from, copied
25 from, forwarded from or downloaded from

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1 directly or indirectly, any State Farm
2 office or State Farm computer system,
3 including without limitation e-mails
4 pertaining to or arising out of Hurricane
5 Katrina, and that request was narrowed to
6 require only production of such documents
7 that have not previously been produced by
8 State Farm, itself.
9 Have you complied with that request?
10 A. I invoke my Fifth Amendment rights
11 in response to that question.
12 Q. Are you aware of any documents that
13 purport to find as their source State Farm's
14 operations or State Farm employees which
15 have not been turned over to State Farm as
16 part of this request?
17 MR. MALLETTTE:
18 I'm sorry, Jim. Can you ask that
19 again?
20 MR. ROBIE:
21 Yes, I will.
22 Q. Do you have any documents which
23 purport to be State Farm documents which you
24 have not given to us that you did not
25 receive directly from State Farm pursuant to

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1 a production?
2 MR. MALLETTTE:
3 I object to the form.
4 MS. NICHOLSON:
5 Join. Also work product.
6 A. Invoke my Fifth Amendment rights in
7 response to that question.
8 Q. Is it your contention that you have
9 a work product privilege that entitled you
10 to violate a direct order of a federal
11 court?
12 MR. MALLETTTE:
13 Object to the form of the question.
14 MS. NICHOLSON:
15 Join.
16 A. I invoke my Fifth Amendment rights
17 in response to that question.
18 MR. ROBIE:
19 Q. Do you have any documents which
20 purport to be State Farm documents which you
21 have not given us?
22 MR. MALLETTTE:
23 Object to the form 6789.
24 A. I invoke my Fifth Amendment rights
25 in response to that question.

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1 MR. ROBIE:
2 Q. Have you withheld any documents
3 pursuant to this request on the basis that
4 you believe one or more of those documents
5 is subject to a claim of privilege?
6 A. I invoke my Fifth Amendment rights
7 in response to that question.
8 MR. MALLETTTE:
9 And I object on Work Product
10 Doctrine grounds.
11 MR. ROBIE:
12 Q. Request number 23 seeks the
13 production of documents picked up or
14 otherwise retrieved by Richard Scruggs from
15 a highly placed source at State Farm on a
16 trip to Bloomington, Illinois, which Richard
17 Scruggs referenced in a March 30, 2006
18 interview. No such documents have been
19 produced, have they?
20 A. I invoke my Fifth Amendment rights
21 in response to that question.
22 Q. No such documents exist, do they?
23 A. I invoke my Fifth Amendment rights
24 in response to that question.
25 Q. There have never been any such

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1 documents, have there?
2 A. I invoke my Fifth Amendment rights
3 in response to that question.
4 Q. The court notices that the Scruggs
5 object to the production of these documents
6 on the grounds of relevance and Fifth
7 Amendment privileges, and specifically over
8 rules them. Can you tell me why there would
9 be a Fifth Amendment objection to production
10 of these documents?
11 MR. MALLETTTE:
12 He's not going to respond beyond the
13 Fifth Amendment objection. He's objecting
14 to the questions posed to him today at the
15 deposition.
16 MR. ROBIE:
17 Q. Request number 25 seeks all
18 documents concerning any financial interest
19 the Scruggs have in this or any other State
20 Farm-related Hurricane Katrina matter
21 following their withdrawal as counsel of
22 record was granted.
23 Do you have -- do the Scruggses have
24 any financial interest in any pending
25 litigation against State Farm?

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1 A. I invoke my Fifth Amendment rights
2 in response to that question.
3 Q. Is it your expectation that at some
4 point, your firm will be entitled to share
5 in a fee which are earned from the qui tam
6 false claim act case against State Farm?
7 MR. MALLETTTE:
8 I object on work product and
9 attorney/client privilege grounds.
10 A. I invoke my Fifth Amendment right in
11 response to that question.
12 MR. ROBIE:
13 Q. There is a challenge to a subpoena
14 directed to AOL for Rigsby documents which
15 is currently pending on appeal S Scruggs
16 firm funding that legal effort?
17 MR. MALLETTTE:
18 I object to the form and I object on
19 attorney/client privilege and Work Product
20 Doctrine grounds and I object as beyond the
21 scope of this deposition.
22 MS. NICHOLSON:
23 Join.
24 A. I invoke my Fifth Amendment rights
25 in response to that question.

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1 (Off the record.)
2 MR. ROBIE:
3 Q. Mr. Scruggs, I've placed in front of
4 you a document which I've marked as Exhibit
5 20. It's Scruggs document SMP H 1-002661.
6 It's an e-mail from you to Joseph R E dated
7 April 11, 2007, 5:51 p.m.. do you see that?
8 A. I invoke my Fifth Amendment rights
9 in response to that question.
10 Q. The text of the e-mail says, I just
11 sent you some e-mails that we just uncovered
12 today that relate to the McIntosh case, and
13 others would show that the McIntosh case was
14 not an isolated event.
15 What e-mails are you referring to?
16 A. I invoke my Fifth Amendment rights
17 in response to that question.
18 Q. And how did you get your hands on
19 those State Farm e-mails which you just
20 quote, unquote, uncovered that day?
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. I invoke my Fifth Amendment rights
2 in response to that question.
3 MR. ROBIE:
4 Q. The e-mails that are referenced
5 here, are they e-mails that were sent to you
6 by the Rigsbys?
7 MR. MALLETTTE:
8 I object on attorney/client
9 privilege grounds and Work Product Doctrine
10 grounds.
11 MS. NICHOLSON:
12 Join.
13 A. I invoke my Fifth Amendment rights
14 in response to that question.
15 MR. ROBIE:
16 Q. Did you ever receive any State Farm
17 e-mails from any source other than the
18 Rigsbys or and then I did he wit?
19 MR. MALLETTTE:
20 I object on attorney/client Work
21 Product Doctrine.
22 MS. NICHOLSON:
23 Join.
24 A. I invoke my Fifth Amendment rights.
25 Q. The e-mail reads the AP called us

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1 about one of the e-mails last night, and I'm
2 not sure how they got, but we have had them
3 for sometime and just uncovered the Jewels I
4 sent you. Did I read that right?
5 A. I invoke my Fifth Amendment rights
6 in response to that question.
7 Q. Can you identify for me, please, the
8 Jewels you are referring to in this e-mail?
9 A. I invoke my Fifth Amendment rights
10 in response to that question.
11 MS. NICHOLSON:
12 We object on the work product
13 grounds.
14 MR. ROBIE:
15 Q. All of the e-mails that we've marked
16 as exhibits today are documents which are
17 maintained as part of the regularly
18 maintained business records of the Scruggs
19 law firm, aren't they?
20 MR. MALLETTTE:
21 I object on work product grounds.
22 MS. NICHOLSON:
23 Join.
24 A. I invoke my Fifth Amendment rights
25 in response to that question.

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1 MR. ROBIE:
2 Q. You didn't create any of these
3 e-mails specifically for this production
4 set, did you?
5 A. I invoke my Fifth Amendment right in
6 response to that question.
7 Q. In fact, the records that you
8 produced in response to this document
9 production are records that you maintain in
10 the ordinary course of your business and
11 handling cases and are considered business
12 records of the Scruggs firm, aren't they?
13 MR. MALLETTTE:
14 I object to the form of the
15 question, seeking leak AI conclusion from
16 the witness, attorney/client privilege and
17 Work Product Doctrine.
18 MS. NICHOLSON:
19 Join.
20 A. I invoke my Fifth Amendment rights
21 in response to that question.
22 Q. Exhibit 20 is actually in response
23 to Joe R E's e-mail to you that reads,
24 quote, would it be possible to get copies of
25 the State Farm internal e-mails that AP

1 reported on today? Did I read that right?
 2 A. I invoke my Fifth Amendment right in
 3 response to that question.
 4 Q. Do you know, as you sit here, what
 5 internal e-mails AP reported on on April
 6 11th, 2007?
 7 A. I invoke my Fifth Amendment right in
 8 response to that question.
 9 MS. NICHOLSON:
 10 We also object on work product
 11 grounds.
 12 MR. ROBIE:
 13 Q. Did Kerri or Cori Rigsby ever give
 14 you their State Farm laptop so you could
 15 directly access e-mails from the company?
 16 MR. MALLETTTE:
 17 Object to the form, object on
 18 attorney/client privilege and Work Product
 19 Doctrine grounds.
 20 MS. NICHOLSON:
 21 Join.
 22 A. I invoke my Fifth Amendment rights
 23 in response to that question.
 24 MR. ROBIE:
 25 Q. Did you ever operate either carry or

1 Cori's State Farm laptop?
 2 MR. MALLETTTE:
 3 I object on attorney/client
 4 privilege and Work Product Doctrine grounds.
 5 MS. NICHOLSON:
 6 Join.
 7 A. I invoke my Fifth Amendment rights.
 8 Q. Have you ever done a file search of
 9 any type in a State Farm protected computer
 10 database?
 11 MR. MALLETTTE:
 12 I object on attorney/client
 13 privilege and Work Product Doctrine grounds.
 14 MS. NICHOLSON:
 15 Join.
 16 A. I invoke my Fifth Amendment rights
 17 in response to that question.
 18 MR. ROBIE:
 19 Q. Did you ever compose or send an
 20 e-mail using either Kerri or Cori Rigsby's
 21 alias?
 22 MR. MALLETTTE:
 23 Object on attorney/client privilege
 24 and Work Product Doctrine grounds.
 25 MS. NICHOLSON:

1 Join.
 2 A. I invoke my fifth morning endment
 3 rights in response to that question.
 4 MR. ROBIE:
 5 Q. Do you still have here at the
 6 Scruggs law office the same servers and
 7 computer databases that existed in June of
 8 2007?
 9 A. I invoke my Fifth Amendment rights
 10 in response to that question.
 11 Q. Other than follow-up questions after
 12 we take our matter to the judge on motions
 13 to compel, I will reserve the balance of my
 14 time for that follow-up deposition and I'm
 15 concluded at this point, based on where we
 16 are.
 17 EXAMINATION
 18 MR. TWIFORD:
 19 Q. I think I'll be able to do it from
 20 here and speak loud enough that every one
 21 can hear me?
 22 MR. MALLETTTE:
 23 If it's not too much of an
 24 inconvenience, would you mind coming down
 25 here so I can see you and hear you better?

1 MR. TWIFORD:
 2 Sure. I will be happy to .:off
 3 record:
 4 MR. TWIFORD:
 5 Q. Mr. Scruggs, how are you this
 6 afternoon? I'll withdraw the question.
 7 MR. MALLETTTE:
 8 He can't respond to pleasantries any
 9 more than others.
 10 Q. For the record, I'm Hunter Twiford.
 11 I represent E.A. Renfroe & Company in this
 12 litigation. With me is Joe Walker, who is
 13 from Howard law firm, and he also represents
 14 E.A. Renfroe & Company.
 15 And let me start with the -- your
 16 first contact, if I can, with Cori and Kerri
 17 Rigsby. What is the date of your first
 18 contact or any member of Scruggs law firm
 19 with Cori or Kerri Rigsby?
 20 A. I invoke my Fifth Amendment rights
 21 with respect to that question.
 22 Q. What is the date of your first
 23 contact or any member of the Scruggs law
 24 firm with Pat Lobrano?
 25 A. I invoke my Fifth Amendment rights

1 in response to that question.
 2 MR. MALLETTTE:
 3 And I would object on
 4 attorney/client privilege because it may
 5 have been after that relationship had
 6 already begun. You can break your question
 7 down.
 8 MS. NICHOLSON:
 9 I'm going to object on Work Product
 10 Doctrine, as well.
 11 MR. TWIFORD:
 12 Q. Other than in the context of the
 13 Scruggs law firm representation of pat
 14 Lobrano in any Katrina-related claims, what
 15 was the first contact regarding Cori and
 16 Kerri Rigsby with Ms. Lobrano?
 17 A. I invoke my Fifth Amendment rights
 18 with respect to that question.
 19 MS. NICHOLSON:
 20 And we object, too, on work product
 21 grounds.
 22 MR. TWIFORD:
 23 Q. What was your first contact or the
 24 Scruggs law firm contact with Dr. Lobrano in
 25 a non-State Farm -- regarding his claim with

1 State Farm, what was the first contact?
 2 MR. MALLETTTE:
 3 I'm not sure I understand your
 4 question. Are you saying before -- how did
 5 they know them before they met him related
 6 to State Farm? I'm not understanding your
 7 question.
 8 MR. TWIFORD:
 9 I'm starting there.
 10 Q. Did you know Dr. Lobrano before he
 11 became a client of the Scruggs Katrina
 12 group?
 13 A. I assert my Fifth Amendment rights
 14 with respect to that question.
 15 Q. Was Dr. Lobrano involved in any
 16 discussions with Cori or Kerri Rigsby and
 17 the Scruggs law firm, you or the Scruggs
 18 Katrina group regarding the Rigsby
 19 relationship with the Scruggs law firm, with
 20 the SKG?
 21 MR. MALLETTTE:
 22 I object on attorney/client
 23 privilege and Work Product Doctrine grounds.
 24 MS. NICHOLSON:
 25 We join.

1 A. I invoke my Fifth Amendment rights
 2 with respect to that question.
 3 MR. TWIFORD:
 4 Q. I'm going to, if I can, back up for
 5 half a second and I'm going to ask you -- so
 6 far you've asserted the Fifth Amendment
 7 privilege to every question that's come up
 8 other than your name, and that sounds to me
 9 like a blanket assertion or blanket refusal
 10 to respond to inquiries. And I'd like to
 11 ask you and your counsel whether you
 12 consider that a blanket referral -- I'm
 13 sorry, refusal, first.
 14 MR. MALLETTTE:
 15 No.
 16 MR. MARTIN:
 17 No, we don't, because he is doing it
 18 on a question by question basis.
 19 MR. TWIFORD:
 20 Okay. I would also like, in
 21 response to each question in which you
 22 invoke the Fifth Amendment, I would like you
 23 to ask or to answer what is threatening
 24 about that question, number one; and number
 25 two, I would also like you to answer what

1 criminal conduct this puts you at risk
 2 regarding so the judge has something that he
 3 can look at, vis-a-vi these privilege
 4 assertions.
 5 MR. MALLETTTE:
 6 And I would object to that request
 7 and instruct him not to provide you that.
 8 He can provide that to the judge, if the
 9 judge requests or requires that information,
 10 but he's not required to answer your
 11 questions in a way that would divulge the
 12 very reason he's taking the fifth.
 13 MR. TWIFORD:
 14 We believe that the witness has got
 15 to object with specificity to the
 16 information that's sought so that the
 17 privilege determination can be made.
 18 MR. MALLETTTE:
 19 But no one is here -- and I assume
 20 the case you are reading from is a trial
 21 case where there's a judge there to make the
 22 determination. In this case, there isn't a
 23 judge sitting by to make the determination
 24 on a question by question basis. He can
 25 respond to that request if it comes to the

1 court and provide that justification as
2 appropriate.

3 MR. TWIFORD:

4 So you all decline to do as we've
5 requested?

6 MR. MALLETTTE:

7 Well, we haven't been asked to go
8 back and begin at the start of the day, as
9 requested, but in response to your request
10 from Mr. Martin --

11 MR. MARTIN:

12 That's correct.

13 MR. TWIFORD:

14 Q. Was the first contact that the
15 Scruggs law firm had with Cori and Kerri
16 Rigsby prior to January 1st of 2006?

17 A. I invoke my Fifth Amendment rights
18 in response to that question.

19 Q. How did the contact with Cori Rigsby
20 come about initially?

21 MS. NICHOLSON:

22 Objection, work product.

23 MR. TWIFORD:

24 Q. Would you describe the
25 circumstances, please?

1 in response to that question.

2 Q. Ant Scruggs law firm has also
3 maintained that Cori Rigsby has been a
4 client of the Scruggs law firm and the SKG
5 on some matters; is that correct?

6 A. I invoke my Fifth Amendment rights
7 in response to that question.

8 Q. Ant Scruggs law firm and the SKG
9 also hired Cori and Kerri Rigsby as
10 litigation consultants, did they not?

11 MS. NICHOLSON:

12 Objection, work product.

13 MR. TWIFORD:

14 I'm going to disagree with you, if I
15 can, and that this -- we are authorized by
16 Judge Senter, who expresses some confusion
17 as to the relationship of the Rigsbys, and
18 to the extent that they are not acting as
19 his clients but as his employee, we'd like
20 to be allowed to go forward.

21 MS. NICHOLSON:

22 Well, you can disagree and ask your
23 question and I'll just make my objection.

24 MR. MALLETTTE:

25 And to the extent your question is

1 A. I invoke my Fifth Amendment rights
2 in response to that question.

3 Q. Could. Would you describe the
4 circumstances under which the first contact
5 with Kerri Rigsby came about?

6 A. I invoke --

7 MS. NICHOLSON:

8 Objection.

9 A. I invoke my Fifth Amendment rights
10 in response to that question.

11 MS. NICHOLSON:

12 We object on work product grounds.

13 MR. TWIFORD:

14 Q. Now, let's explore that for just a
15 minute on the work product attorney
16 privilege, et cetera. Kerri Rigsby was
17 actually a witness in the McIntosh case, was
18 she not?

19 A. I invoke my Fifth Amendment rights
20 in response to that question.

21 Q. And the Scruggs law firm has stated
22 in the past that she has been a client of
23 the Scruggs law firm for some -- on some
24 basis; is that correct?

25 A. I invoke my Fifth Amendment rights

1 asking about their employment and working on
2 matters that are covered by Work Product
3 Doctrine or attorney/client privilege, as an
4 employee, the same objection would apply in
5 those cases.

6 MR. TWIFORD:

7 I think my question was, are they
8 employees of the Scruggs law firm or the
9 SKG. Are they?

10 A. I invoke my Fifth Amendment rights
11 in response to that question.

12 MS. NICHOLSON:

13 We object to the form, as well.

14 MR. TWIFORD:

15 Q. I'm sorry were they -- were the
16 Rigsby sisters at any time after Hurricane
17 Katrina paid litigation consultants and
18 employees of the Scruggs law firm or the
19 SKG?

20 A. I invoke my Fifth Amendment rights
21 in response to that question.

22 Q. Mr. Robie may have asked you this
23 question in a slightly different way, but
24 were the Rigsby sisters the, quote, highly
25 placed insiders at State Farm, close quote,

1 that were referenced in the press releases
2 and in meetings with insurance Commissioner
3 George Dale?

4 MR. MALLETTTE:

5 I'd object on work product grounds.

6 MS. NICHOLSON:

7 Join.

8 A. I invoke my fifth amendments rights
9 in response to that question.

10 Q. Were there any other highly placed
11 insiders at State Farm other than the Rigsby
12 sisters?

13 A. I invoke my Fifth Amendment rights
14 in response to that question.

15 Q. What specifically did the Rigsby
16 sisters tell the jugs law firm or the SKG
17 about the E.A. Renfroe Company?

18 MR. MALLETTTE:

19 I object on attorney/client
20 privilege, work product grounds.

21 MS. NICHOLSON:

22 Join.

23 A. I invoke my Fifth Amendment rights
24 in response to that question.

25 MR. TWIFORD:

1 MR. TWIFORD:

2 Q. What did the Rigsby sisters as paid
3 consultants of the SKG and K L G tell you
4 about the inner workings of the E.A. Renfroe
5 Company?

6 MR. MALLETTTE:

7 I object on attorney/client
8 privilege and Work Product Doctrine grounds.

9 MS. NICHOLSON:

10 Join.

11 A. I invoke my Fifth Amendment rights
12 in response to that question.

13 MR. MALLETTTE:

14 I want to make my objection clear
15 that it also-although you've asked the
16 question as employees, I can't separate out,
17 as we sit here, what was said as an employee
18 or what was said that was covered by the
19 Work Product Doctrine, but it seems to me
20 the questions you asked were very likely
21 related to the lawsuits being defended by
22 the Scruggs law firm. That's the reason for
23 the objection.

24 MR. TWIFORD:

25 Q. What specifically did the Rigsby

1 Q. Did they, in fact, tell the Scruggs
2 law firm and the SKG about the E.A. Renfroe
3 & Company inner workings as your employee or
4 employees?

5 MS. NICHOLSON:

6 Object to the form.

7 MR. MALLETTTE:

8 And I object to the extent it seeks
9 to invade the Work Product Doctrine and the
10 attorney/client privilege 6789.

11 A. I invoke my Fifth Amendment rights
12 in response to that question.

13 MR. TWIFORD:

14 Q. What did the Rigsby sisters as paid
15 employees and litigation consultants of the
16 Scruggs law firm and the SKG tell you about
17 J A N A and jean Renfroe, individually?

18 A. I invoke my Fifth Amendment rights
19 in response to that question.

20 MR. MALLETTTE:

21 And I object again as to
22 attorney/client privilege and Work Product
23 Doctrine.

24 MS. NICHOLSON:

25 We join.

1 sisters or either of them tell the Scruggs
2 law firm or the SKG about the E.A. Renfroe
3 involvement in the McIntosh reports, either
4 the October 12th or the October 20th, 2005
5 reports, engineering reports?

6 MR. MALLETTTE:

7 I object on attorney/client
8 privilege and Work Product Doctrine grounds.

9 MS. NICHOLSON:

10 Join.

11 A. I invoke my Fifth Amendment rights
12 in response to that question.

13 MR. TWIFORD:

14 Q. Didn't the Rigsby sisters give the
15 SKG internal working documents from Renfroe
16 as part of their employment as litigation
17 consultants? Did they not?

18 A. I invoke my --

19 MR. MALLETTTE:

20 I object to the form. I object to
21 attorney/client privilege and Work Product
22 Doctrine invasion.

23 MR. TWIFORD:

24 I think the issue of whether they
25 gave them documents may not be subject to

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1 the privilege. If I ask what the documents
2 were, I can see that.
3 MR. MALLETTTE:
4 Did you ask that after they had
5 become clients and after they were employed?
6 You didn't give a time frame for the
7 question.
8 MR. TWIFORD:
9 At such time as they were employees.
10 I think I did specify, at such time as they
11 were employees.
12 MR. MALLETTTE:
13 Same objection as to Work Product
14 Doctrine.
15 MR. TWIFORD:
16 Let me see if I can do a little
17 better with that.
18 Q. Do you agree with me that the Rigsby
19 sisters gave to the SKG and the Scruggs law
20 firm, while acting as employees of the
21 Scruggs law firm and the SKG, internal
22 documents of Renfroe, including the
23 employment agreement between the Renfroes
24 and the Rigsbys?
25 A. I invoke my Fifth Amendment rights

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1 in response to that question.
2 Q. Do you admit that during that same
3 time frame and in that same capacity, the
4 Rigsby sisters gave the SKG and the Scruggs
5 law firm copies of the confidential Renfroe
6 code of conduct, too? Correct?
7 MR. MALLETTTE:
8 I object to the form. Can you tell
9 me, when you say during that time period,
10 what time period.
11 MR. TWIFORD:
12 During the time as an employee.
13 During the time that they were acting as
14 employees. And I'll try to specify.
15 MR. MALLETTTE:
16 Ask the question again, if you don't
17 mind.
18 MR. TWIFORD:
19 I'll try. During the time that the
20 Rigsby sisters were acting as employees of
21 the SKG and/or the K L G and while they were
22 still employees of Renfroe, you'd agree with
23 me, wouldn't you, that the Rigsby sisters
24 gave to the SKG and K L G confidential
25 Renfroe internal documents, including their

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1 code of conduct?
2 MR. MALLETTTE:
3 I object on Work Product Doctrine
4 grounds and on attorney/client privilege
5 grounds.
6 MS. NICHOLSON:
7 Join.
8 A. I invoke my Fifth Amendment rights
9 in response to that question.
10 MR. TWIFORD:
11 Q. Did you subsequently use the Renfroe
12 code of conduct as an at muchment to and a
13 claim within the McIntosh amended complaint?
14 A. I invoke my Fifth Amendment rights
15 in response to that question.
16 Q. The initial complaint that was filed
17 by McIntosh against State Farm did not
18 include any claims against E.A. Renfroe &
19 Company, did it?
20 A. Invoke my Fifth Amendment rights in
21 response to that question.
22 Q. Renfroe was added as a defendant in
23 the First Amended Complaint, was it not?
24 A. I invoke my Fifth Amendment rights
25 in response to that question.

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1 Q. Did the Rigsby cyst sisters acting
2 -- during the time that they acted as
3 employees of the SKG or the Scruggs law
4 firm, give to the SKG or the Scruggs law
5 firm any contracts between E.A. Renfroe &
6 Company and State Farm?
7 MR. MALLETTTE:
8 I object to the form and I object on
9 attorney/client privilege and Work Product
10 Doctrine grounds.
11 MS. NICHOLSON:
12 We join.
13 A. I invoke my Fifth Amendment rights
14 in response to that question.
15 MR. TWIFORD:
16 Q. During the same time frame in which
17 the Rigsby sisters are acting as employees
18 of the SKG or the KLG, did they give to the
19 SKG or to the Scruggs law firm the
20 confidential payment schedules between State
21 Farm and Renfroe?
22 MR. MALLETTTE:
23 Same objection as before,
24 attorney/client privilege and Work Product
25 Doctrine grounds.

1 MS. NICHOLSON:
2 We join.
3 MR. MALLETTTE:
4 As well as to the form of the
5 question.
6 A. I invoke my Fifth Amendment rights
7 in response to that question.
8 MR. TWIFORD:
9 I'd like to cleanup at least the
10 form, so if we could do a specific objection
11 on that, I'll try to clean it up.
12 MR. MALLETTTE:
13 It seems that your question implies
14 that while they were employees, it ignores
15 any existence of an attorney/client
16 relationship, which was also on going at the
17 same time. So that's the nature of the
18 objection as to the extent it implies there
19 was only one relationship. I think it
20 misstates the relationship.
21 MR. TWIFORD:
22 I'll live with the question the way
23 it was then.
24 MR. MALLETTTE:
25 Fair enough.

1 MR. TWIFORD:
2 Would you explain, please, for the
3 court and the ladies and gentlemen of the
4 jury exactly what the Scruggs law firm or
5 the SKG was doing for the Rigsbys in terms
6 of acting as their attorney? I'm not asking
7 for any specific information about what you
8 were advising them about or anything like
9 that. What did they hire you to do?
10 MR. MALLETTTE:
11 I object on attorney/client
12 privilege and Work Product Doctrine grounds.
13 A. I invoke my Fifth Amendment rights
14 with respect to that question.
15 MR. TWIFORD:
16 Q. What was your understanding with
17 respect to the representation of the Rigsby
18 sisters by the SKG or the Scruggs law firm?
19 A. I invoke my Fifth Amendment rights
20 with respect to that question.
21 Q. Was there a written agreement
22 between the Scruggs law firm or the SKG and
23 the Rigsby sisters relating to the
24 attorney/client representation other than in
25 the qui tam action?

1 A. I invoke my Fifth Amendment rights
2 with respect to that question.
3 Q. During the time that the Rigsby
4 sisters acted as employees of the Scruggs
5 law firm or the SKG, you would agree with
6 me, wouldn't you, that they gave
7 confidential information of Rigsby -- I
8 mean, of the Renfroes, including a lives the
9 Renfroe Adjusters who worked for State Farm
10 or worked State Farm claims?
11 MR. MALLETTTE:
12 Object to the form and object on
13 attorney/client privilege and Work Product
14 Doctrine grounds.
15 MS. NICHOLSON:
16 We join.
17 A. I invoke my Fifth Amendment rights
18 with respect to that question.
19 MR. TWIFORD:
20 Q. And it's true, is it not, that the
21 Rigsby sisters gave to the Scruggs law firm
22 or the SKG confidential information
23 regarding Renfroe's relationship with State
24 Farm?
25 MR. MALLETTTE:

1 Same objection as to form,
2 attorney/client privilege and Work Product
3 Doctrine.
4 MS. NICHOLSON:
5 Join.
6 A. I invoke my Fifth Amendment rights
7 with respect to that question.
8 MR. TWIFORD:
9 Q. Isn't it true that all of the
10 information that you and the SKG and the
11 Scruggs law firm obtained about Renfroe
12 prior to amending your complaint in the
13 McIntosh case to add Renfroe as a defendant
14 was obtained solely through the Rigsby
15 sisters, who were your paid litigation
16 consultants at that time?
17 MR. MALLETTTE:
18 Object as to form, attorney/client
19 privilege and Work Product Doctrine grounds.
20 MS. NICHOLSON:
21 I join.
22 A. I invoke my Fifth Amendment rights
23 to that question.
24 MR. TWIFORD:
25 Q. Isn't it true that all of the

1 information that you and the Scruggs law
2 firm and the Scruggs Katrina group obtained
3 about Renfroe prior to filing the complaint
4 in the shows case and adding Renfroe as a
5 defendant in that case was obtained
6 primarily or solely through the Rigsby
7 sisters, your paid litigation consultants?

8 MR. MALLETTTE:

9 I object as to form, attorney/client
10 privilege, Work Product Doctrine, beyond the
11 scope of these depositions.

12 MS. NICHOLSON:

13 Join all objections.

14 MR. TWIFORD:

15 And I would say as far as beyond the
16 scope of this, you are accusing Renfroe
17 as being part of a conspiracy that is well
18 pled in the shows case and I think I'm
19 entitled to explore that conspiracy in the
20 shows as part of the McIntosh claim.

21 A. I invoke my Fifth Amendment rights
22 with respect to that question.

23 MR. TWIFORD:

24 I apologize for interrupting you and
25 not allowing uh-uh that opportunity.

1 Renfroe, individually, as defendants, was
2 obtained as a result of information provided
3 to you by the Rigsby sisters as your paid
4 litigation consultants?

5 MR. MALLETTTE:

6 I object on attorney/client
7 privilege and Work Product Doctrine grounds,
8 as well as to the form of the question.

9 MS. NICHOLSON:

10 Join.

11 A. I assert my right as to
12 self-incrimination with respect to that.

13 MR. TWIFORD:

14 Q. Isn't it also true that you and the
15 SKG and Scruggs law firm based your claims
16 against the Renfroes on the documents that
17 the Rigsby sisters stole from Renfroe?

18 MR. MALLETTTE:

19 Object to the form and I object on
20 attorney/client privilege and work product
21 grounds.

22 MS. NICHOLSON:

23 Join.

24 A. I invoke my Fifth Amendment rights
25 with respect to that question.

1 Q. Isn't it true that all of the
2 information that you and the SKG and the KLG
3 obtained about Renfroe in any of the other
4 cases, what we've commonly called the and
5 any group cases, which were subsequently
6 amended to add Renfroe as a defendant, were
7 obtained solely through the Rigsbys, who
8 were your paid litigation consultants at
9 that time?

10 MR. MALLETTTE:

11 I object as to form. I object on
12 attorney/client privilege and Work Product
13 Doctrine grounds and I also object as being
14 beyond the scope of this deposition.

15 MS. NICHOLSON:

16 We join.

17 A. I invoke my Fifth Amendment rights
18 with respect to that question.

19 Q. Isn't it true that all of the
20 information that you and the SKG and the
21 Scruggs law firm obtained about E.A. Renfroe
22 & Company or about J A N A and Jean Renfroe
23 prior to your amending the complaint in the
24 false claims act and qui tam action to add
25 Renfroe, the company and J A N A and Gene

1 MR. TWIFORD:

2 Q. And that was -- so -- and I
3 apologize that I didn't quite finish my
4 question beforehand. That was my fault. I
5 hesitated. I'm sorry. But, any way, they
6 were stolen from State Farm and there for
7 from Renfroe in the context of the McIntosh
8 case? In other words, the claims that were
9 made in the McIntosh case are based on
10 documents stolen by the Rigsby sisters from
11 State Farm and Renfroe; is that correct?

12 MR. MALLETTTE:

13 I object to the form of the
14 question. I object on attorney/client
15 privilege and Work Product Doctrine grounds.

16 MS. NICHOLSON:

17 Join.

18 A. I invoke my Fifth Amendment right
19 with respect to that question.

20 MR. TWIFORD:

21 Q. And isn't it true, Mr. Scruggs, that
22 the claims that are made by the plaintiffs
23 in the shows case against E.A. Renfroe
24 Company and against J A N A and Gene
25 Renfroe, individually, are based in large

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1 part on stolen documents or documents that
2 were stolen by the Rigsby sisters while
3 acting as your litigation consultants from
4 State Farm and from Renfroe?
5 MR. MALLETTTE:
6 Object to the form. I object on
7 attorney/client privilege grounds and I
8 object on Work Product Doctrine grounds.
9 MS. NICHOLSON:
10 Join.
11 A. I invoke my Fifth Amendment rights
12 with respect to that question.
13 MR. TWIFORD:
14 Q. And isn't isn't the same thing true
15 that your amended complaints in the and any
16 group cases, the 75 or so cases in which
17 Renfroe individually and J A N A and Gene
18 Renfroe were added as defendants my
19 amendment were based, in whole or in part,
20 on documents stolen by the Rigsby sisters
21 from State Farm and from Renfroe while
22 acting as Scruggs Katrina group or Scruggs
23 law firm paid litigation consultants?
24 MR. MALLETTTE:
25 Object to the form of the question.

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1 Object on the grounds of attorney/client
2 privilege and Work Product Doctrine and I
3 also object as beyond the scope of these
4 depositions, as was the last question, which
5 I failed to timely object on that last
6 issue. But I interpose that objection, as
7 well.
8 MR. TWIFORD:
9 I think we've waived that one.
10 MS. NICHOLSON:
11 We join.
12 MR. TWIFORD:
13 Q. Isn't it true, Mr. Scruggs --
14 A. You didn't get an answer to that
15 question.
16 Q. I didn't let you answer. I'm
17 anticipating your answer.
18 A. I invoke my Fifth Amendment rights
19 with respect to that question.
20 Q. Isn't it true, Mr. Scruggs, that the
21 claims that have been made by the Rigsbys,
22 themselves, as relate ors in the qui tam
23 action are based, at least in part, on
24 documents that they, themselves, stole from
25 State Farm and from Renfroe while acting as

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1 paid litigation consultants of the Scruggs
2 law firm or the SKG?
3 MR. MALLETTTE:
4 I object as to form. I object on
5 attorney/client privilege and Work Product
6 Doctrine grounds.
7 MS. NICHOLSON:
8 Join.
9 A. I invoke my First Amendment rights
10 with respect to that question.
11 MR. TWIFORD:
12 Q. And the SKG and the Scruggs law firm
13 based claims in the McIntosh case on
14 confidential information regarding Renfroe
15 to which the Rigsbys were privy as Renfroe
16 employees, which they then turned around and
17 furnished to you or the SKG in violation of
18 their employment agreement with Renfroe;
19 isn't that true?
20 MR. MALLETTTE:
21 I object as to form, attorney/client
22 privilege and Work Product Doctrine, as well
23 as it seeks a leak AI conclusion from the
24 witness.
25 MS. NICHOLSON:

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1 Join.
2 A. I invoke my Fifth Amendment rights
3 with respect to that question.
4 MR. TWIFORD:
5 Q. And the claims against the -- or
6 against Renfroe that are set out in McIntosh
7 complaint, the conspiracy claims that
8 Renfroe conspired with State Farm to miss
9 adjust or under pay claims of clients of the
10 Scruggs Katrina group, those claims are
11 based primarily on this confidential
12 information in the stolen documents that
13 were furnished to you by the Rigsby sisters
14 as paid consultants of the SKG or Scruggs
15 law firm in the McIntosh case; isn't that
16 correct?
17 MR. MALLETTTE:
18 I object as to form. I object as to
19 invasion of attorney/client privilege and
20 Work Product Doctrine.
21 MS. NICHOLSON:
22 We join.
23 A. I invoke my Fifth Amendment rights
24 with respect to that question.
25 MR. TWIFORD:

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1 Q. Mr. Scruggs, you knew, at all
2 relevant times, that the Rigsby sisters,
3 from the date of Hurricane Katrina through
4 the date of the 20/20 program aired, during
5 that time period, that the Rigsby sisters
6 were employees of E.A. Renfroe & Company.
7 You knew that, didn't you?
8 A. I invoke my Fifth Amendment rights
9 with respect to that question.
10 Q. And you knew, prior to entering into
11 an attorney/client relationship with the
12 Rigsby sisters, that they were employees of
13 E.A. Renfroe & Company, did you not?
14 A. I invoke my Fifth Amendment rights
15 with respect to that question.
16 Q. And you knew, prior to entering into
17 an attorney/client relationship with the
18 Rigsby sisters, that they were -- they had a
19 written employment agreement with E.A.
20 Renfroe & Company, did you not?
21 MR. MALLETTTE:
22 Object on attorney client privilege
23 grounds.
24 MR. TWIFORD:
25 Prior to the time that they became

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1 attorneys.
2 MR. MALLETTTE:
3 Well, by answering the question of
4 what he knew about them that he only could
5 have gotten from them, you discover the
6 nature of those conversations. If he were
7 to answer no, I learned it later, then
8 you've got an answer that invades
9 attorney/client privilege. So I think the
10 question potentially invades the
11 attorney/client privilege.
12 MR. TWIFORD:
13 You may answer.
14 A. I invoke my Fifth Amendment rights
15 with respect to that question.
16 Q. You knew, prior to the time that the
17 Scruggs Katrina group entered into an
18 employment contract with the Rigsby sisters
19 that they were employees of E.A. Renfroe &
20 Company, did you not?
21 MR. MALLETTTE:
22 Object as to attorney/client
23 privilege and Work Product Doctrine.
24 A. I invoke my Fifth Amendment rights
25 with respect to that question.

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1 MR. TWIFORD:
2 Q. You also knew, prior to the time
3 that you entered into -- by you, I mean the
4 Scruggs Katrina group or the Scruggs law
5 firm entered into an employment agreement
6 with the Rigsby sisters that they had the
7 written employment contract with E.A.
8 Renfroe & Company, did you not?
9 MR. MALLETTTE:
10 Again, objection as to
11 attorney/client privilege and Work Product
12 Doctrine invasion.
13 MS. NICHOLSON:
14 We join.
15 A. I invoke my Fifth Amendment rights
16 with respect to that question.
17 MR. TWIFORD:
18 Q. As a matter of fact, you obtained
19 copies of these written agreements from the
20 Rigsby sisters, did you not?
21 MR. MALLETTTE:
22 I object on attorney/client
23 privilege and Work Product Doctrine grounds.
24 A. I invoke my Fifth Amendment rights
25 with respect to that question.

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1 MR. TWIFORD:
2 Q. You were aware that E.A. Renfroe &
3 Company had adopted a written code of
4 conduct which the Rigsby sisters signed as
5 employees of E.A. Renfroe & Company prior to
6 the time that you entered into an
7 attorney/client relationship with the
8 Rigsbys, did you not?
9 MR. MALLETTTE:
10 I object as to attorney/client
11 privilege.
12 A. I invoke my Fifth Amendment rights
13 with respect to that question.
14 Q. You are also aware that the E.A.
15 Renfroe & Company had a written code of
16 conduct which the Rigsby sisters had signed
17 prior to your entering into an employment
18 agreement with the Rigsby sisters, were you
19 not?
20 A. I invoke my Fifth Amendment rights
21 with respect to that question.
22 MR. MALLETTTE:
23 And I object on attorney/client Work
24 Product Doctrine grounds.
25 Q. You -- and by you, again, I mean the

1 Scruggs law firm, Scruggs Katrina group, had
2 obtained a copy or copies of codes of
3 conduct executed by Cori and Kerri Rigsby,
4 had you not?

5 A. I'm sorry. Was there a time? Could
6 you ask that question again?

7 MR. TWIFORD:

8 Sure. And I'll be a little more
9 specific.

10 Q. Prior to the time that you entered
11 into an attorney/client relationship with
12 Cori and Kerri Rigsby -- and by you, again,
13 I mean the Scruggs law firm or the Scruggs
14 Katrina group -- by the time that you
15 entered into that attorney/client
16 relationship that you had already obtained a
17 copy of the Renfroe code of conduct signed
18 by Cori and Kerri Rigsby, had you not?

19 MR. MALLETTTE:

20 I object on attorney/client
21 privilege grounds.

22 A. Any voc my Fifth Amendment rights
23 with respect to that question.

24 MR. TWIFORD:

25 Q. And prior to the time that you

1 MR. TWIFORD:

2 Q. Let me be more specific as to time.
3 Prior to the Scruggs Katrina group filing
4 the amended complaint in McIntosh, you were
5 aware at that time of the documents that the
6 Rigsbys had obtained from State Farm -- I'm
7 sorry, not from State Farm, just from
8 Renfroe were confidential and proprietary.
9 You were aware of that, were you not?

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 invoke my Fifth Amendment
16 rights with respect to that question.

17 Exhaust me one second. We don't
18 need to go off the record -- let's go off
19 the record.

20 (Off the record.)

21 MR. TWIFORD:

22 Q. And, yet, you and the Scruggs law
23 firm and Scruggs Katrina group encouraged
24 the Rigsbys to take these documents that
25 they had stolen from Renfroe, their

1 entered into -- by you, I mean the Scruggs
2 law firm or the Scruggs Katrina group had
3 entered into an employment agreement with
4 the Rigsby sisters to be your paid
5 litigation consultants, you had obtained a
6 copy of the code of conduct that had been
7 signed by the Rigsby sisters, the code of
8 conduct between E.A. Renfroe ant Rigsbys and
9 signed by them, had you not?

10 MR. MALLETTTE:

11 I object on attorney/client
12 privilege and Work Product Doctrine.

13 MS. NICHOLSON:

14 Join.

15 A. I invoke my Fifth Amendment rights
16 with respect to that question.

17 MR. TWIFORD:

18 Q. You are aware, are you not, that the
19 documents that the Rigsbys had obtained from
20 Renfroe were confidential and proprietary,
21 were you not?

22 MR. MALLETTTE:

23 Object to the form of the question.

24 A. I invoke my Fifth Amendment rights
25 with respect to that question.

1 employer, and to give them to you prior to
2 the filing of the McIntosh amended
3 complaint, did you not?

4 MR. MALLETTTE:

5 I object to the form and on
6 attorney/client and work product basis.

7 MS. NICHOLSON:

8 Join.

9 A. I invoke my Fifth Amendment rights
10 with respect to that question.

11 MR. TWIFORD:

12 Q. You were also aware, were you not,
13 that the -- not the documents but the
14 knowledge that the Renfroes -- I mean, the
15 Rigsbys had was gained as a result of their
16 employment by Renfroe and included
17 confidential proprietary information that
18 was nonetheless given to Scruggs law firm
19 and the Scruggs Katrina group and used in
20 the development of the amended complaint of
21 the McIntosh case, were you not?

22 MR. MALLETTTE:

23 I object to the form. I object on
24 attorney/client privilege and Work Product
25 Doctrine grounds.

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1 MS. NICHOLSON:
2 Join.
3 A. And I invoke my Fifth Amendment
4 right against self-incrimination.
5 MR. TWIFORD:
6 Q. Yet, you encouraged the Rigsbys to
7 tell you everything about Renfroe and J A N
8 A and Gene Renfroe and their relationship
9 with State Farm in violation of the
10 employment agreement, did you not?
11 A. I object on work product grounds,
12 attorney/client privilege grounds.
13 MS. NICHOLSON:
14 Join.
15 A. And I invoke the Fifth Amendment.
16 Q. And you paid them for these
17 documents by making them paid litigation
18 consultants, did you not?
19 MR. MALLETTTE:
20 I object to the form, work product
21 and attorney/client privilege.
22 MS. NICHOLSON:
23 Join.
24 A. I invoke the Fifth Amendment.
25 Q. What were the Rigsbys' specific

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1 duties as your paid litigation consultants?
2 A. I invoke the Fifth Amendment with
3 respect to that question.
4 Q. Were they required to maintain
5 specific office hours as your paid
6 litigation consultants?
7 A. I invoke the Fifth Amendment with
8 respect to that question.
9 Q. What specific tasks were the Rigsby
10 sisters assigned to do, as far as Renfroe
11 was concerned, prior to the 20/20 program?
12 MR. MALLETTTE:
13 I object on work product and
14 attorney/client privilege grounds.
15 MS. NICHOLSON:
16 We join.
17 A. I invoke the Fifth Amendment with
18 respect to that question.
19 MR. TWIFORD:
20 Q. What were the specific tasks were
21 the Rigsby sisters assigned to do as your
22 paid litigation consultants prior to the
23 airing of the 20/20 program?
24 MR. MALLETTTE:
25 I object on attorney/client

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1 privilege and Work Product Doctrine grounds.
2 MS. NICHOLSON:
3 We join.
4 A. I invoke the Fifth Amendment with
5 respect to that question.
6 Q. Are there in existence any notes
7 between the Rigsby sisters as litigation
8 consultants of the SKG or the Scruggs law
9 firm and members of the Scruggs law firm or
10 the SKG? Are there any in existence?
11 MR. MALLETTTE:
12 I'm sorry. Can you ask that again?
13 MR. TWIFORD:
14 Q. Are there any notes in existence
15 between the Scruggs law firm or the SKG or
16 any members and the Rigsby sisters in their
17 capacity as paid litigation consultants of
18 the SKG or the Scruggs law firm?
19 MR. MALLETTTE:
20 I object on attorney/client
21 privilege and Work Product Doctrine.
22 MS. NICHOLSON:
23 We join.
24 A. And I invoke my Fifth Amendment
25 rights with respect to that question.

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1 MR. TWIFORD:
2 Q. Are there any memos or other
3 writings between the Rigsby sisters in their
4 capacity as paid litigation consultants and
5 members of the SKG or the Scruggs law firm?
6 MR. MALLETTTE:
7 I object on attorney/client
8 privilege and Work Product Doctrine grounds.
9 MS. NICHOLSON:
10 We join.
11 A. I invoke my Fifth Amendment rights
12 with respect to that question.
13 MR. TWIFORD:
14 Q. Assuming that there are notes and
15 memos for the purpose of this question, what
16 is the current location of any notes,
17 statements, memos between the Scruggs law
18 firm, the SKG and the Rigsby sisters?
19 MR. MALLETTTE:
20 I object to the form of the question
21 and I object on attorney/client privilege
22 and Work Product Doctrine grounds.
23 MS. NICHOLSON:
24 Join.
25 A. And I invoke my Fifth Amendment

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1 rights with respect to that question.
2 MR. TWIFORD:
3 Q. How long were the Rigsby sisters
4 paid their \$150,000 per year consultant
5 fees?
6 A. I invoke my Fifth Amendment rights
7 with respect to that question.
8 Q. Boo whom were the Rigsby sisters
9 paid the 150 ought \$00 consulting fees?
10 A. I invoke my Fifth Amendment rights
11 with respect to that question.
12 Q. Did the Scruggs law firm issue any
13 checks to either Kerri or Cori Rigsby as
14 payment of any portion of the \$150,000 per
15 annum litigation consultant fees?
16 A. I invoke the Fifth Amendment with
17 respect to that question.
18 Q. Did any other member of the SKG
19 issue any checks to either Cori or Kerri
20 Rigsby as any portion of the consideration
21 their \$150,000 per year consideration as
22 paid litigation consultants?
23 A. I invoke the Fifth Amendment with
24 respect to that question.
25 Q. Did the nut law firm or David Nutt

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1 reimburse the Scruggs law firm any amounts
2 that had previously been paid to the Rigsby
3 sisters as litigation consultants?
4 MR. MALLETTTE:
5 I object as beyond the scope of
6 discovery in this case.
7 MS. NICHOLSON:
8 Join. Also, work product.
9 A. I invoke my Fifth Amendment right
10 with respect to that question.
11 MR. TWIFORD:
12 Q. Or did the nut law firm pay the
13 Rigsbys directly?
14 MR. MALLETTTE:
15 Same objection as beyond the scope
16 of this deposition.
17 MS. NICHOLSON:
18 Join.
19 A. Any voc my Fifth Amendment rights
20 with respect to that question.
21 MR. TWIFORD:
22 Q. Are the financial records relative
23 to payment of the Rigsby sisters currently
24 maintained as the Scruggs law firm offices?
25 A. I invoke the Fifth Amendment with

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1 respect to that question.
2 Q. Did anyone else in the Scruggs
3 Katrina group besides the Scruggs law firm
4 or members of the Scruggs law firm approve
5 the payments of any fees or expenses to the
6 Rigsby sisters as paid litigation
7 consultants?
8 A. I invoke the Fifth Amendment with
9 respect to that question.
10 Q. Were the Rigsbys employees of the
11 SKG or were they independent contractors of
12 the SKG to the extent that you can answer
13 that question?
14 MR. TWIFORD:
15 And I object to the extent it seeks
16 a legal conclusion from the witnesses.
17 A. I invoke the Fifth Amendment with
18 respect to that question.
19 Q. Were the paychecks to them gross or
20 net?
21 A. I invoke the Fifth Amendment with
22 respect to that question.
23 Q. Did the Scruggs law firm or the SKG
24 withhold taxes or social security from any
25 of the payment checks to the Rigsby sisters?

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1 A. I invoke the Fifth Amendment with
2 respect to that question.
3 Q. Did anyone involved in the Scruggs
4 law firm or the Scruggs Katrina group make
5 or guarantee any loans to either of the
6 Rigsby sisters?
7 MR. MALLETTTE:
8 I object on attorney client
9 privilege and Work Product Doctrine grounds.
10 A. Any voc the Fifth Amendment with
11 respect to that question.
12 MR. TWIFORD:
13 Q. Let me modify it slightly and say,
14 did anyone with the Scruggs law firm or the
15 Scruggs Katrina group make or guarantee any
16 loans made to either of the Rigsby sisters
17 in their capacity as paid litigation
18 consultants of the SKG?
19 MR. MALLETTTE:
20 I object to the form of the question
21 and I raise the attorney/client privilege
22 and Work Product Doctrine.
23 MS. NICHOLSON:
24 Join.
25 A. And I invoke the Fifth Amendment

1 with respect to that question.
 2 MR. TWIFORD:
 3 Q. I believe that we heard previously
 4 that the Scruggs Katrina group furnished
 5 laptop computers to the Rigsby sisters, and
 6 it's true, isn't it?
 7 A. I invoke the Fifth Amendment with
 8 respect to that question.
 9 Q. Where are those computers now?
 10 A. I invoke the Fifth Amendment with
 11 respect to that question.
 12 Q. Are those computers secure at this
 13 stage?
 14 A. I invoke the Fifth Amendment with
 15 respect to that question.
 16 Q. Mr. Robie asked you several
 17 questions about using the Scruggs law firm
 18 or Scruggs Katrina group computers -- I'm
 19 sorry, to use the State Farm computers to
 20 download information. You are aware, are
 21 you not, that the Rigsby sisters also used
 22 computers furnished by the Scruggs law firm
 23 or the Scruggs Katrina group to download
 24 confidential information, are you not?
 25 A. I invoke the Fifth Amendment with

1 respect to that question.
 2 MR. MALLETTTE:
 3 And I object to the form of the
 4 question.
 5 MS. NICHOLSON:
 6 Join.
 7 MR. TWIFORD:
 8 Q. You are aware, are you not, Mr.
 9 Scruggs, that the Rigsby sisters used laptop
 10 computers furnished by the Scruggs Katrina
 11 group or the Scruggs law firm to transfer
 12 Renfroe and State Farm files from their
 13 State Farm laptops to the laptops furnished
 14 by the Scruggs Katrina group, are you not?
 15 MS. NICHOLSON:
 16 Object to the form.
 17 A. I invoke my Fifth Amendment rights
 18 with respect to that question.
 19 MR. TWIFORD:
 20 Q. I believe you also -- or Mr. Robe I
 21 asked questions and the Rigsby sisters had
 22 testified previously that the Scruggs
 23 Katrina group furnished cell phones to each
 24 of them. That is true, is it not?
 25 A. I invoke my Fifth Amendment right

1 with respect to that question.
 2 Q. Were there any restrictions placed
 3 by the Scruggs Katrina group on the use of
 4 those cell phones?
 5 A. I invoke the Fifth Amendment with
 6 respect to that question.
 7 MR. MALLETTTE:
 8 And I raise the Work Product
 9 Doctrine defense.
 10 MR. TWIFORD:
 11 Q. Who currently has possession of the
 12 billing records for those cell phones?
 13 A. I invoke the Fifth Amendment with
 14 respect to that question.
 15 Q. It's a fair statement, is it not,
 16 Mr. Scruggs, that the Scruggs Katrina group
 17 would have possession -- or the Scruggs law
 18 firm would have possession of those billing
 19 records among its other records, is it not?
 20 MR. MALLETTTE:
 21 I object to the form.
 22 A. I invoke the Fifth Amendment with
 23 respect to that question.
 24 MR. TWIFORD:
 25 Q. Where are those billing records

1 currently located?
 2 A. I invoke the Fifth Amendment with
 3 respect to that question.
 4 Q. Who was the carrier for those cell
 5 phones that were furnished by the Scruggs
 6 Katrina group to the Rigsby question?
 7 A. I invoke the Fifth Amendment with
 8 respect to that question.
 9 MS. NICHOLSON:
 10 And I object to the form.
 11 MR. TWIFORD:
 12 Q. Would you tell me the cell for
 13 number for Cori Rigsby's cell phone that was
 14 furnished to her by the Scruggs Katrina
 15 group?
 16 MS. NICHOLSON:
 17 Object to the form.
 18 A. I invoke the Fifth Amendment with
 19 respect to that question.
 20 MR. TWIFORD:
 21 Q. Would you tell me the cell phone
 22 number of the cell phone that was furnished
 23 by the Scruggs Katrina group to Kerri
 24 Rigsby?
 25 MS. NICHOLSON:

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1 Object to the form.
2 A. I invoke the Fifth Amendment with
3 respect to that question.
4 MR. TWIFORD:
5 Q. Is it your understanding -- or it is
6 your understanding, is it not, Mr. Scruggs,
7 that the Katrina litigation group, the
8 successor to the Scruggs Katrina group, has
9 discontinued payments to the Rigsby sisters?
10 That's true, is it not?
11 A. I invoke the Fifth Amendment with
12 respect to that question.
13 MR. MALLETTTE:
14 And I object. It's beyond the scope
15 of this deposition.
16 MR. TWIFORD:
17 Q. Are you or any member or former
18 member of the Scruggs law firm currently
19 paying any portion of the former fees as
20 litigation consultants to either Cori or
21 Kerri Rigsby, currently?
22 A. I invoke the Fifth Amendment with
23 respect to that question.
24 MR. MALLETTTE:
25 And, again, I object as beyond the

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1 scope of this deposition.
2 MS. NICHOLSON:
3 Join.
4 MR. TWIFORD:
5
6 Q. Are you or any member or former
7 member of the Scruggs law firm currently
8 making any payments whatsoever to the Rigsby
9 sisters for their work that was done as
10 litigation consultants?
11 MR. MALLETTTE:
12 I object as beyond the scope of this
13 deposition.
14 A. And I invoke the Fifth Amendment
15 with respect to that question.
16 MR. TWIFORD:
17 Q. Is my understanding correct that the
18 Scruggs law firm is currently shutdown, it's
19 not doing business?
20 A. I invoke the Fifth Amendment with
21 respect to that question.
22 Q. How long do you intend to continue
23 to pay the Rigsby sisters these litigation
24 consultant fees and expenses in the future?
25 MR. MALLETTTE:

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1 Object to the form of the question.
2 MS. NICHOLSON:
3 Join.
4 A. I invoke the Fifth Amendment with
5 respect to that question.
6 MR. TWIFORD:
7 Q. Was there any attorney/client
8 relationship between the Scruggs law firm
9 and the SKG and the Rigsby sisters as
10 relates to the McIntosh case?
11 A. I invoke the Fifth Amendment with
12 respect to that question.
13 Q. Is there any attorney/client
14 relationship between the Scruggs law firm,
15 the SKG or the Rigsby sisters as relates to
16 the shows lawsuit?
17 A. I invoke the Fifth Amendment with
18 respect to that question.
19 Q. Is there any attorney/client
20 relationship between the Scruggs law firm
21 and the Rigsby sisters as relates to any of
22 the 178 and any group cases?
23 A. I invoke the Fifth Amendment with
24 respect to that question.
25 Q. Is there any attorney/client

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1 relationship between the Scruggs law firm or
2 the SKG and the Rigsby sisters as relates to
3 the Willis versus State Farm lawsuit?
4 A. I invoke the Fifth Amendment with
5 respect to that question.
6 Q. Is there any attorney/client
7 relationship between the Scruggs law firm or
8 the SKG and the Rigsby sisters as relates to
9 the Renfroe V Rigsby litigation in Alabama?
10 A. I invoke the Fifth Amendment with
11 respect to that question.
12 MR. MALLETTTE:
13 And I object as beyond the scope of
14 the deposition.
15 MR. TWIFORD:
16 Q. Is there currently any
17 attorney/client relationship between the
18 Scruggs law firm or the SKG or any member of
19 the SKG and the Rigsby sisters as relates to
20 the false claims act qui tam case?
21 MR. MALLETTTE:
22 Hunter, can you ask that again,
23 please?
24 MR. TWIFORD:
25 Q. Is there currently any

1 attorney/client relationship between any
2 members of the Scruggs law firm, the SKG or
3 any member of the SKG and the Rigsby sisters
4 as relates to the false claims act qui tam
5 litigation?

6 MR. MALLETTTE:

7 I object to the form and I object to
8 the extent it calls for a legal conclusion
9 or status of those entities.

10 A. I invoke the Fifth Amendment with
11 respect to that question.

12 MR. TWIFORD:

13 Q. Are there any written agreements
14 setting out the terms and conditions of the
15 extent of the attorney/client agreements in
16 the qui tam litigation?

17 A. I invoke the Fifth Amendment with
18 respect to that litigation.

19 Q. Is there a contingent fee agreement
20 with respect to the qui tam litigation?

21 A. I invoke the Fifth Amendment with
22 respect to that question.

23 MR. TWIFORD:

24 You want to change tapes?
25 (Off the record.) .

1 Renfroe in the shows case, could you?

2 MR. MALLETTTE:

3 I object to the form. I object on
4 attorney/client privilege and Work Product
5 Doctrine grounds and I object as beyond the
6 scope of this deposition.

7 MS. NICHOLSON:

8 We join.

9 A. I invoke my Fifth Amendment rights
10 with respect to that question.

11 MR. TWIFORD:

12 Q. Without the confidential Renfroe
13 information stolen by the Rigsby sisters in
14 their capacity as litigation consultants and
15 given to the Scruggs law firm and Scruggs
16 Katrina group, you could not have maintained
17 any claims against E.A. Renfroe & Company or
18 J A N A and Gene Renfroe, individually, in
19 any of the and any group cases, could you?

20 MR. MALLETTTE:

21 Same objection as I raised in the
22 last question.

23 MS. NICHOLSON:

24 Join.

25 A. I invoke my Fifth Amendment rights

1 MR. TWIFORD:

2 Q. Mr. Scruggs, just to clarify one
3 matter. Without the information that the
4 Scruggs Katrina group and Katrina-I'm sorry,
5 the Scruggs law firm received from the
6 Rigsbys that was stolen from the Renfroes,
7 you could not have maintained the McIntosh
8 case against the Renfroe company, could you?

9 MR. MALLETTTE:

10 I object to the form. I object on
11 attorney/client privilege and Work Product
12 Doctrine grounds.

13 MS. NICHOLSON:

14 Join.

15 A. I invoke my Fifth Amendment rights
16 with respect to that question.

17 MR. TWIFORD:

18 Q. And without the information that was
19 stolen by the Rigsby sisters from Renfroe
20 and given to the Scruggs law firm and the
21 Katrina litigation group in their capacity
22 as a -- as litigation consultants -- and I
23 am putting quotes around that -- you could
24 not have maintained the claims against E.A.
25 Renfroe & Company or J A N A and Gene

1 with respect to that question.

2 Q. What is the date, Mr. Scruggs, of
3 the agreement by which Cori and Kerri Rigsby
4 would have become litigation consultants of
5 the Scruggs law firm SKG?

6 A. I invoke the Fifth Amendment with
7 respect to that question.

8 Q. And what are the terms and
9 conditions of that litigation agreement?

10 A. I invoke the Fifth Amendment with
11 respect to that question.

12 Q. Are there any writings which
13 evidence the agreement of the Rigsby sisters
14 to act as litigation consultants for the
15 Scruggs law firm or the SKG?

16 A. I invoke the Fifth Amendment with
17 respect to that question.

18 Q. What is the duration of the
19 agreement of the Rigsby sisters to act as
20 litigation consultants for the SKG or the
21 Scruggs law firm?

22 A. I invoke the Fifth Amendment with
23 respect to that question.

24 Q. In fact, Mr. Scruggs, those
25 agreements were for an indefinite period of

1 time, were they not?
 2 A. I invoke the Fifth Amendment with
 3 respect to that question.
 4 Q. And as an attorney, Mr. Scruggs, did
 5 you consider the necessity of the agreement
 6 between the Rigsby sisters and the Scruggs
 7 law firm or the SKG as litigation
 8 consultants to have been in writing?
 9 A. I invoke the Fifth Amendment with
 10 respect to that question.
 11 MR. MALLETTTE:
 12 And I object to the form of the
 13 question.
 14 MS. NICHOLSON:
 15 Join.
 16 MR. TWIFORD:
 17 Q. Did you advise Cori and Kerri
 18 Rigsby, in their capacity as litigation
 19 consultants, of the Mississippi statute of
 20 frauds and the necessity that any contract
 21 for an indefinite duration be in writing?
 22 MR. MALLETTTE:
 23 I object to the form of the question
 24 on attorney/client privilege and work
 25 doctrine grounds.

1 MS. NICHOLSON:
 2 Join.
 3 A. I invoke the Fifth Amendment with
 4 respect to that question.
 5 MR. TWIFORD:
 6 Q. Did you ever advise Cori and Kerri
 7 Rigsby that they ought to consult with
 8 independent counsel and obtain the advice of
 9 independent counsel as to the terms and
 10 conditions of the agreement as litigation
 11 consultants or the enforceability of that
 12 contract?
 13 MR. MALLETTTE:
 14 I object on attorney/client
 15 privilege and Work Product Doctrine grounds.
 16 MS. NICHOLSON:
 17 Object to the form.
 18 A. And I invoke the Fifth Amendment
 19 with respect to that question.
 20 MR. TWIFORD:
 21 Q. You agreed, did you not, on behalf
 22 of the Katrina litigation group, to pay any
 23 and all of Cori and Kerri Rigsby's legal
 24 bills, did you not?
 25 MR. MALLETTTE:

1 I object to the form and I object as
 2 beyond the scope of this deposition.
 3 MS. NICHOLSON:
 4 Join.
 5 MR. TWIFORD:
 6 Q. Would you list each law firm that
 7 was hired to represent Cori and/or Kerri
 8 Rigsby in any litigation arising out of
 9 their employment by E.A. Renfroe & Company
 10 and their assignment by Renfroe to adjust
 11 Hurricane Katrina related claims for State
 12 Farm?
 13 MR. MALLETTTE:
 14 Hunter, may I ask that you read that
 15 question again or ask it again.
 16 MR. TWIFORD:
 17 Sure.
 18 Q. Would you list each and every law
 19 firm that was hired to represent either Cori
 20 or Kerri Rigsby in any litigation arising
 21 out of their employment by E.A. Renfroe &
 22 Company and their assignment by Renfroe to
 23 adjust Hurricane Katrina-related claims for
 24 State Farm?
 25 MR. MALLETTTE:

1 I object to the form.
 2 MS. NICHOLSON:
 3 Join.
 4 A. I invoke the Fifth Amendment with
 5 respect to that question.
 6 MR. TWIFORD:
 7 Q. Who selected the battle flea nor
 8 firm in Birmingham to represent the Rigsby
 9 sisters?
 10 A. I invoke the Fifth Amendment with
 11 respect to that question.
 12 Q. Would you describe all prior
 13 contacts or associations between the Scruggs
 14 law firm or members of the Scruggs law firm
 15 in the battle flea nor law firm in
 16 Birmingham? And by prior, I mean prior to
 17 the -- let's say Hurricane Katrina, the date
 18 of Hurricane Katrina?
 19 MR. MALLETTTE:
 20 I object on Work Product Doctrine
 21 grounds, attorney client privilege grounds
 22 potentially, given the scope of the
 23 question, I object to the form of the
 24 question.
 25 MS. NICHOLSON:

1 I object to the form and also that
2 it exceeds the scope of this deposition.
3 A. I invoke the Fifth Amendment with
4 respect to that question.
5 MR. TWIFORD:
6 Q. Describe all prior contacts or
7 associations or relationships between the
8 Scruggs law firm, the Scruggs Katrina group
9 and battle flea nor law firm post Hurricane
10 Katrina, between Hurricane Katrina and
11 today.
12 MR. MALLETTTE:
13 Same objection as I raised the last
14 question.
15 MS. NICHOLSON:
16 Join and also it exceeds the scope
17 of this deposition.
18 A. I invoke the Fifth Amendment with
19 respect to that question.
20 MR. TWIFORD:
21 Q. Will you list for me each and every
22 case by name, jurisdiction in which battle
23 flea nor or Bob Battle or Harlan Winn were
24 employed by you or SKG to represent the
25 Rigsby sisters?

1 MR. MALLETTTE:
2 I object to the form of the
3 question.
4 MS. NICHOLSON:
5 Object to the form.
6 A. I invoke the Fifth Amendment with
7 respect to that question.
8 MR. TWIFORD:
9 Q. Did you or the Scruggs law firm or
10 the SKG sign an agreement to pay any or all
11 of Cori and Kerri Rigsbys' legal bills from
12 bat Mr. Flea nor for legal services
13 rendered?
14 A. I invoke the fifth amendment with
15 respect to that question.
16 MR. TWIFORD:
17 Q. Have you or the Scruggs law firm or
18 the SKG paid any or all of those bills to
19 date?
20 A. I invoke the Fifth Amendment with
21 respect to that question.
22 Q. What's the total amount that's been
23 paid to the Battle Fleenor law firm on
24 behalf of the Rigsbys?
25 A. I invoke the Fifth Amendment with

1 respect to that question.
2 Q. What's the current arrangement
3 between the Scruggs law firm or the SKG and
4 Battle Fleenor regarding continued
5 representation of the Rigsbys?
6 MR. MALLETTTE:
7 I object to the form of the question
8 and I on as beyond the scope of this
9 deposition any any join.
10 A. I invoke the Fifth Amendment with
11 respect to that question.
12 MR. TWIFORD:
13 Q. Did you inform the attorneys at
14 Battle Fleenor that the Rigsbys were SKG
15 clients in a separate relationship?
16 MR. MALLETTTE:
17 Object to the form of the question.
18 A. I invoke my Fifth Amendment rights
19 with respect to that question.
20 MR. TWIFORD:
21 Q. Did you inform the attorneys at
22 Battle Fleenor that the Rigsbys were
23 employees, paid litigation consultants of
24 the Scruggs Katrina group?
25 A. I invoke the Fifth Amendment with

1 respect to that question.
2 Q. What instructions did you give to
3 Battle Fleenor regarding disclosure of those
4 relationships? First, the attorney/client
5 relationship?
6 MR. MALLETTTE:
7 Object to the form of the question.
8 MS. NICHOLSON:
9 Join.
10 A. I invoke the Fifth Amendment with
11 respect to that question.
12 MR. TWIFORD:
13 Q. Is there any joint representation
14 agreement or joint defense agreement related
15 -- between Scruggs law firm, SKG and Battle
16 Fleenor regarding their representation of
17 the Rigsbys?
18 A. I invoke the Fifth Amendment with
19 respect to that question.
20 Q. Do you personally have any agreement
21 with Cori or Kerri Rigsby regarding their
22 current counsel, Battle Fleenor, and current
23 future payments made to them?
24 A. I invoke the Fifth Amendment with
25 respect to that question.

1 MR. MALLETTE:
 2 And I again object, beyond the scope
 3 of this deposition.
 4 MR. TWIFORD:
 5 Q. Lieu selected the Zuckerman Spaeder
 6 law firm in Washington to represent the
 7 Rigsby sisters?
 8 A. I invoke the Fifth Amendment with
 9 respect to that question.
 10 MR. MALLETTE:
 11 And I object on attorney/client
 12 privilege and Work Product Doctrine grounds.
 13 MR. TWIFORD:
 14 Q. Would you describe all prior
 15 relationships, say, for the last five years,
 16 between Scruggs law firm, any member of
 17 Scruggs law firm any Zuckerman Spaeder law
 18 firm, other than representation of the
 19 Rigsby sisters?
 20 MR. MALLETTE:
 21 I object on Work Product Doctrine
 22 grounds, potentially, and attorney/client
 23 privilege grounds, based on the scope of
 24 your question.
 25 MS. NICHOLSON:

1 And I object to the form.
 2 A. I invoke my Fifth Amendment rights
 3 with respect to that question.
 4 MR. TWIFORD:
 5 It's true, is it not, Mr. Scruggs,
 6 that the Zuckerman Spaeder firm does not
 7 represent any Hurricane Katrina policy --
 8 State Farm policyholders in any litigation
 9 in Mississippi? That's true, is it not?
 10 A. I invoke the Fifth Amendment with
 11 respect to that question.
 12 Q. Would you list each and every case
 13 by name and jurisdiction in which Zuckerman
 14 Spaeder or Bill Taylor or Michael Smith,
 15 with both of whom were with the Zuckerman
 16 Spaeder firm, were employed by you, the
 17 Scruggs law firm or the Scruggs Katrina
 18 group to represent the Rigsby sisters?
 19 MR. MALLETTE:
 20 I'm sorry that's another one I need
 21 you to give me again, Hunter.
 22 MR. TWIFORD:
 23 Basically, list each case in which
 24 they've been employed to represent Zuckerman
 25 Spaeder has been employed to represent the

1 Rigsby sisters.
 2 A. I invoke my Fifth Amendment rights
 3 with respect to that question.
 4 MR. TWIFORD:
 5 Q. Did you or the Scruggs law firm or
 6 any member there of or anyone of the SKG
 7 enter into any written agreement with
 8 Zuckerman Spaeder to pay any or all Cori or
 9 Kerri Rigsby's legal bills?
 10 A. I invoke the Fifth Amendment with
 11 respect to that question.
 12 Q. Have you or the SKG or any member of
 13 the Scruggs law firm paid any portion of
 14 those bills?
 15 A. I invoke the Fifth Amendment with
 16 respect to that question.
 17 Q. What is the total amount that's been
 18 paid by Scruggs Katrina group, Scruggs law
 19 firm or you or any member there of to
 20 Zuckerman Spaeder on behalf of Cori or Kerri
 21 Rigsby for legal representation to date?
 22 MR. MALLETTE:
 23 And I object as beyond the scope of
 24 this deposition.
 25 MS. NICHOLSON:

1 And object to the form.
 2 A. I invoke my Fifth Amendment rights
 3 with respect to that question.
 4 MR. TWIFORD:
 5 Q. Are there any current agreements
 6 between Scruggs law firm, SKG and Zuckerman
 7 Spaeder relating to the representation of
 8 the Rigsby sisters?
 9 MR. MALLETTE:
 10 I object to the form and to the
 11 extent it seeks a legal conclusion.
 12 A. I invoke my Fifth Amendment rights
 13 with respect to that question.
 14 MR. TWIFORD:
 15 Q. Did you inform the attorneys at
 16 Zuckerman Spaeder that the Rigsbys were
 17 clients of the Scruggs Katrina group in
 18 certain matters?
 19 A. I invoke my Fifth Amendment rights
 20 with respect to that question.
 21 Q. Did you inform any of the attorneys
 22 at Zuckerman Spaeder that the Rigsbys were
 23 paid litigation consultants of the SKG or
 24 the Scruggs law firm?
 25 A. I invoke the Fifth Amendment with

1 respect to that question.
 2 Q. What instructions, if any, did you
 3 or the Scruggs law firm or the Scruggs
 4 Katrina group give to the attorneys at
 5 Zuckerman Spaeder regarding a disclosure of
 6 these relationships?
 7 MR. MALLETTTE:
 8 I object on attorney/client
 9 privilege and Work Product Doctrine grounds.
 10 A. I take the fifth amendment with
 11 respect to that question.
 12 MR. TWIFORD:
 13 Q. Do you personally have any
 14 agreements with I or Kerri Rigsby regarding
 15 Zuckerman Spaeder payments that are
 16 outstanding?
 17 A. I invoke the Fifth Amendment with
 18 respect to that question.
 19 Q. Who selected the Bartimus Frickleton
 20 Robertson goring firm in Missouri to
 21 represent Cori and Kerri Rigsby in the qui
 22 tam action?
 23 MR. MALLETTTE:
 24 I object on attorney/client
 25 privilege and work product doctrine grounds.

1 A. I invoke the Fifth Amendment with
 2 respect to that question.
 3 Q. Would you please describe all prior
 4 contacts or association or relationship
 5 between any of the attorneys at Bart I must
 6 Frickleton, Chip Robertson, marry Dewitt,
 7 Tony Mary winters, between any of them or
 8 the Scruggs law firm or the Scruggs Katrina
 9 group, any prior relationships or
 10 associations?
 11 MR. MALLETTTE:
 12 I object to the form. I object it
 13 invades the attorney/client privilege and
 14 the Work Product Doctrine, given the breadth
 15 of the question.
 16 A. I invoke my Fifth Amendment rights
 17 with respect to that question.
 18 MR. TWIFORD:
 19 Q. It's true, is it not, Mr. Scruggs,
 20 that Chip Robertson was associated by the
 21 SKG to argue days he's in the Fifth Circuit?
 22 A. I invoke my Fifth Amendment right
 23 with respect to that question.
 24 Q. Would you describe all relationships
 25 between any members of Bartimus Frickleton

1 and other members of the SKG besides the
 2 Scruggs law firm?
 3 MR. MALLETTTE:
 4 I object as beyond the scope of this
 5 deposition.
 6 MS. NICHOLSON:
 7 Join.
 8 A. And I invoke my Fifth Amendment
 9 rights with respect to that question.
 10 MR. TWIFORD:
 11 Q. Would you list each and every case
 12 by name and jurisdiction in which Bartimus
 13 Frickleton or any of their attorneys were
 14 employed by you -- employed or associated by
 15 you, the Scruggs law firm or the Scruggs
 16 Katrina group to represent the Rigsby
 17 sisters?
 18 MR. MALLETTTE:
 19 Again, I object as beyond the scope
 20 of this deposition and as harassing beyond
 21 what he could be expected to answer at a
 22 deposition.
 23 MS. NICHOLSON:
 24 Join.
 25 A. I invoke my Fifth Amendment rights

1 with respect to that question.
 2 MR. TWIFORD:
 3 Q. Did you or the SKG or any member of
 4 Scruggs law firm sign any agreements with
 5 any of the members of barber sprinkle ton
 6 regarding the payment of any fees or
 7 expenses related or incurred by -- or
 8 related to Cori or Kerri Rigsby?
 9 A. I invoke the Fifth Amendment with
 10 respect to that question.
 11 Q. What's the current arrangement
 12 between the Scruggs law firm, the SKG or any
 13 members there of and Bart us Frickleton --
 14 Bartimus Frickleton related to the qui tam
 15 action?
 16 A. I invoke the Fifth Amendment with
 17 respect to that question.
 18 Q. Is there an agreement that Bartimus
 19 Frickleton may be entitled to recovery of
 20 quantum meruit fees or fees on a quantum
 21 meruit basis to the best of your knowledge?
 22 A. I invoke the Fifth Amendment.
 23 MS. NICHOLSON:
 24 We object to that question and the
 25 one before it as being in excess of the

1 scope of this deposition.
 2 MR. MALLETTTE:
 3 And being redundant as to the
 4 documents before and I join in your
 5 objection.
 6 MR. TWIFORD:
 7 Q. What arrangement is there between
 8 the Scruggs law firm and the SKG and
 9 Bartimus Frickleton as to their entitlement
 10 to recover any portion of expenses from the
 11 qui tam action?
 12 A. I invoke my Fifth Amendment rights
 13 with respect to that question.
 14 MS. NICHOLSON:
 15 I'll object to that question as
 16 being outside the scope of this deposition.
 17 MR. TWIFORD:
 18 I'm going to ask, if you all don't
 19 mind in the future, why don't you go ahead
 20 and make your objections and then we'll let
 21 Zach answer instead of him answering and you
 22 all objecting.
 23 MS. NICHOLSON:
 24 That's fine.
 25 MR. TWIFORD:

1 Then we cannot onto two questions
 2 back. I'm not waiving anything by saying
 3 that.
 4 Q. What is your understanding of -- or,
 5 I'm sorry, who selected the Bartle, Marcus
 6 Graves law firm in Missouri to represent the
 7 Rigsby sisters in any respect?
 8 MR. MALLETTTE:
 9 I object on attorney/client
 10 privilege and Work Product Doctrine grounds.
 11 MS. NICHOLSON:
 12 Object to the form.
 13 A. I invoke my Fifth Amendment rights
 14 with respect to that question.
 15 MR. TWIFORD:
 16 Q. Would you describe all prior
 17 contacts, associations, relationships
 18 between the Scruggs law firm, the Scruggs
 19 Katrina group and any members of the -- I'm
 20 sorry, the Bartle, Marcus, Graves firm and
 21 specifically including Todd Graves?
 22 MR. MALLETTTE:
 23 I object to the form of the question
 24 and I -- I object to the form of the
 25 question.

1 MS. NICHOLSON:
 2 I join.
 3 A. I invoke my right against self
 4 incrimination in the Fifth Amendment.
 5 Q. Could you describe all prior
 6 relationships between the Bartle, Marcus
 7 form and other members of the SKG to the
 8 extent that you have knowledge of those?
 9 MR. MALLETTTE:
 10 Same objection to the form of the
 11 question.
 12 MS. NICHOLSON:
 13 Join.
 14 A. I invoke my Fifth Amendment rights
 15 with respect to that question.
 16 MR. TWIFORD:
 17 Q. Would you list each and every case
 18 by name and jurisdiction in which the
 19 Bartle, Marcus, Graves firm or any members
 20 of that firm were employed by you or the SKG
 21 to represent the Rigsby sisters?
 22 MR. ROBIE:
 23 I think you misspoke. I think you
 24 said Battle.
 25 MR. TWIFORD:

1 Bartle, Marcus.
 2 MR. MALLETTTE:
 3 And I object to the form of the
 4 question.
 5 A. I invoke my Fifth Amendment rights
 6 with respect to that question.
 7 Q. Did you sign any agreements
 8 individually or on behalf of the SKG to pay
 9 any or all of Cori or Kerri Rigsby's bills
 10 from Bartle, Marcus Graves?
 11 A. I invoke my Fifth Amendment rights
 12 with respect to that question.
 13 Q. Have you paid any bills to Bartle,
 14 Marcus, Graves firm? And to the extent that
 15 I have misstated the name of the firm, I've
 16 seen Bartle, Marcus Graves?
 17 A. And I've just been handed a copy of
 18 a letter in which it was referred to as
 19 Graves, Bartle, Marcus. For the purpose of
 20 my questions, I'm referring to the firm in
 21 which Todd Graves is a member that was of
 22 counsel with the Scruggs law firm in the qui
 23 tam action, just for the clarification.
 24 Okay? You don't have to answer that.
 25 Did you inform any of the attorneys

1 at Todd Graves' law firm that the Rigsby
 2 sisters were clients of the SKG in other
 3 matters besides the qui tam action?
 4 MR. MALLETTTE:
 5 I object to work product and
 6 attorney/client grounds.
 7 MS. NICHOLSON:
 8 Join.
 9 A. I invoke my Fifth Amendment rights
 10 with respect to that question.
 11 MR. TWIFORD:
 12 Q. Did you inform the attorneys at that
 13 law firm that the Rigsbys were paid
 14 litigation consultants of the Scruggs law
 15 firm or the SKG?
 16 MR. MALLETTTE:
 17 Same objection as to attorney client
 18 privilege and Work Product Doctrine.
 19 MS. NICHOLSON:
 20 Join.
 21 A. I invoke my Fifth Amendment rights
 22 with respect to that question.
 23 MR. TWIFORD:
 24 Q. Do you personally have any
 25 agreements with Cori and Kerri Rigsby

1 regarding payments to the Bartle, Marcus,
 2 Graves law firm?
 3 A. I invoke the Fifth Amendment with
 4 respect to that question.
 5 Q. And have you paid any monies or has
 6 the Scruggs law firm paid any monies to the
 7 Bartle, Marcus, Graves law firm on behalf of
 8 the Rigsbys in the qui tam action?
 9 MR. MALLETTTE:
 10 I object as beyond the scope of this
 11 deposition.
 12 A. I invoke the Fifth Amendment with
 13 respect to that question.
 14 Q. Mr. Scruggs, as part of the
 15 employment agreement with the Rigsby
 16 sisters, one of the benefits that was given
 17 to them, was it not, that the Scruggs law
 18 firm agreed to indemnify Cori and Kerri
 19 Rigsby from any and all damages, including
 20 legal expenses, attorneys' fees and costs or
 21 monetary damages arising out of the
 22 employment by you or the Scruggs law firm or
 23 the SKG or their adjustment of Hurricane
 24 Katrina cases as adjusters for State Farm?
 25 Is that true?

1 MR. MALLETTTE:
 2 Object to the form.
 3 A. Any voc my Fifth Amendment rights
 4 with respect to that question.
 5 Q. Would you please describe for the
 6 court the terms and conditions of the
 7 indemnity agreement with Cori and Kerri
 8 Rigsby?
 9 MR. MALLETTTE:
 10 Object to the form.
 11 MS. NICHOLSON:
 12 Join.
 13 A. I invoke the Fifth Amendment with
 14 respect to that question.
 15 MR. TWIFORD:
 16 Q. Is Dick Scruggs personally an
 17 indemnitor under that agreement?
 18 MR. MALLETTTE:
 19 I object to the form and it's beyond
 20 the scope of this deposition.
 21 MS. NICHOLSON:
 22 Join.
 23 A. I invoke the Fifth Amendment with
 24 respect to that question.
 25 Q. Are you personally, Mr. Scruggs, are

1 you, Zach Scruggs Scruggs, an indemnitor of
 2 that agreement?
 3 MR. MALLETTTE:
 4 I object to the form and I object as
 5 beyond the scope of this deposition.
 6 MS. NICHOLSON:
 7 Join.
 8 A. And I invoke the Fifth Amendment
 9 with respect to that question.
 10 MR. TWIFORD:
 11 Q. In fact, the Scruggs law firm,
 12 itself, as well, as an indemnitor of the
 13 Rigsby sisters, was it not?
 14 MR. MALLETTTE:
 15 Object to the form and object as
 16 beyond the scope of this deposition.
 17 A. I invoke my Fifth Amendment rights
 18 with respect to that question.
 19 MR. TWIFORD:
 20 Q. And your aware, are you not, Mr.
 21 Scruggs, that John Kecker, who is
 22 representing your father, I believe, in the
 23 criminal action, represented to judge Acker
 24 in the Renfroe V Rigsby Alabama litigation
 25 at a December 14th, 2007 hearing that he was

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1 indemnifying the Rigsby sisters in the
2 Renfroe V Rigsby case in all of its aspects;
3 is that correct?
4 MR. MALLETTTE:
5 I'll object to the form again and
6 ask what does this have to do with the
7 deposition he was subpoenaed to regarding
8 documents produced?
9 MR. TWIFORD:
10 We were entitled to explore the
11 entire issue about the Rigsby sisters and
12 their by asbestos employees of the Katrina
13 -- Scruggs Katrina group.
14 MR. MALLETTTE:
15 The entire issue about --
16 MR. TWIFORD:
17 Additionally, there are going to be
18 multiple documents that were in the
19 production that were made to State Farm that
20 we weren't copied on, by the way, that
21 relate to the Renfroe V Rigsby litigation
22 and e-mails from Zach Scruggs to others that
23 specifically relate to that litigation.
24 MR. MALLETTTE:
25 So with regard to the McIntosh

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1 litigation, is there a response as to how
2 this relates to the McIntosh litigation?
3 MR. TWIFORD:
4 Yes. It's -- make your objection
5 and then we'll take it up with the court,
6 just like --
7 MR. MALLETTTE:
8 I object to the form of the question
9 as beyond the scope of the deposition.
10 MS. NICHOLSON:
11 Join.
12 A. I take the Fifth Amendment strike
13 strike I invoke the Fifth Amendment with
14 respect to that question.
15 MR. TWIFORD:
16 Let me mark this as Exhibit 21.
17 (Exhibit 21 was marked.)
18 MR. MALLETTTE:
19 Is that not already in the record?
20 MR. TWIFORD:
21 I frankly can't answer because these
22 documents came from the disk that was
23 provided, not from the hard copies that were
24 provided to State Farm. It's my
25 understanding we can confirm with State

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1 Farm's counsel that they did not Bates
2 Number the documents on the disk. They
3 Bates numbered the hard copies. And this
4 came from the disk. So it does not have a
5 Bates Number. To the extent that it's
6 duplicative, I certainly have no objection
7 to substitution of Mr. Robe I's exhibit.
8 MR. MALLETTTE:
9 I think it's just as quick to ask
10 your questions.
11 MR. TWIFORD:
12 Q. This is a copy, Mr. Scruggs, of an
13 August 6th, 2007 e-mail from you to Michael
14 Kunzelman at AP. The R E line is story, and
15 there's an attachment, false claims act,
16 First Amended Complaint, dot, dot. And I'll
17 ask you if you will take a look at that for
18 a second. The first paragraph reads,
19 thanks, Mike. That seems accurate to me.
20 Since you added something about Birmingham,
21 you may want to consider also putting
22 something in about the complaint also suing
23 Renfroe for retaliating against the Rigsbys
24 by filing that injunction against them in
25 Alabama. Did I read that accurately?

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1 A. I invoke my Fifth Amendment rights
2 with respect to that question.
3 MR. ROBIE:
4 I believe it's already an exhibit.
5 MR. TWIFORD:
6 It may be an exhibit, Mr. Robie.
7 MR. ROBIE:
8 I really don't mean to interrupt.
9 I'm asking Dan to hand me the exhibits so I
10 can follow along and we can /SWAUL numbers.
11 MR. TWIFORD:
12 I apologize. They never made it
13 down to us so I didn't see exactly what you
14 all put in.
15 Is that a true and correct copy of
16 the e-mail you sent to Michael Kunzelman on
17 April 6, 2007, Mr. Scruggs? I'm sorry did I
18 say April the 6th?
19 MR. MALLETTTE:
20 I object to the form of the
21 question.
22 MR. TWIFORD:
23 Q. I apologize. Is that a true and
24 correct copy of the e-mail you sent to
25 Michael sons will man on Monday, August 6th,

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1 2007?
2 A. I invoke my Fifth Amendment rights
3 with regard to that question.
4 MR. WALKER:
5 For the record, in substance, it
6 appears to be the same as Exhibit 18 which
7 has been previously admitted.
8 MR. TWIFORD:
9 I believe that's correct, other than
10 there is a two-hour time difference on the
11 time of sending. The Exhibit 18 is shown to
12 have been sent at 3:28 p.m. and exhibit 21
13 is shown to have been sent at 1:28 p.m.
14 we'll withdraw Exhibit 21 ran substitute
15 Exhibit 18. Ck Exhibit 21 is withdrawn.
16 MR. TWIFORD:
17 Q. Mr. Scruggs, is the indemnification
18 by the Scruggs law firm and the SKG of the
19 Rigsby sisters still in full force and
20 effect?
21 MR. MALLETTTE:
22 Object to the form.
23 MS. NICHOLSON:
24 Join.
25 A. I invoke my Fifth Amendment rights

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1 with regard to that question.
2 MR. TWIFORD:
3 Q. Is that in the McIntosh case?
4 MR. MALLETTTE:
5 Object to the form.
6 MS. NICHOLSON:
7 Join.
8 A. I invoke my fifth amendments rights.
9 Q. Do you have an agreement to
10 indemnify the Rigsby sisters as a result of
11 the Shows case?
12 MR. MALLETTTE:
13 I object to the form and outside the
14 scope of this deposition.
15 MS. NICHOLSON:
16 Join.
17 A. I invoke my Fifth Amendment rights
18 with respect to that question.
19 MR. TWIFORD:
20 Q. Does the indemnification also flow
21 to the and any group cases?
22 MR. MALLETTTE:
23 Object to the form and I object as
24 beyond the scope of this deposition?
25 MS. NICHOLSON:

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1 Join.
2 A. Any voc my Fifth Amendment rights
3 with respect to that question.
4 MR. TWIFORD:
5 Q. Is that indemnification agreement in
6 writing?
7 MR. MALLETTTE:
8 Object to the form.
9 A. I invoke my Fifth Amendment rights
10 with respect to that question.
11 MR. TWIFORD:
12 Q. You, as an attorney, your aware, are
13 you not, of the provisions of the
14 Mississippi statute of frauds regarding
15 indemnification?
16 A. I invoke my Fifth Amendment rights
17 with respect to that question.
18 Q. You were also acting at the attorney
19 for Cori and Kerri Rigsby, were you not?
20 MR. MALLETTTE:
21 Object to the form.
22 A. I invoke my Fifth Amendment rights
23 with respect to that question.
24 Q. Did you advise Cori and Kerri Rigsby
25 about the statute of frauds and as a result

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1 any indemnification agreement might have to
2 be in writing in order to comply?
3 MR. MALLETTTE:
4 I object to attorney work product
5 grounds as well as to the form of the
6 question. :off record:
7 MR. TWIFORD:
8 Q. I don't believe she knowed you
9 actually answering the last question, and
10 that was did you advise Cori and Kerri
11 Rigsby about the Mississippi statute of
12 frauds, and that as a result of that, that
13 any indemnification agreement might have to
14 be in writing in order to be valid and
15 enforceable?
16 MR. MALLETTTE:
17 I object to the form as to
18 attorney/client privilege and Work Product
19 Doctrine, as well.
20 A. I invoke my Fifth Amendment rights
21 with respect to that question.
22 MR. TWIFORD:
23 Q. How much has been paid to anyone to
24 date under the indemnification agreement in
25 which the Scruggs law firm or the Scruggs

1 Katrina group agreed to indemnify Cori and
 2 Kerri Rigsby?
 3 MR. MALLETTTE:
 4 I object to the form.
 5 A. I invoke my Fifth Amendment rights
 6 with respect to that question.
 7 MR. TWIFORD:
 8 Q. To whom have any amounts been paid
 9 under the indemnification agreement?
 10 MR. MALLETTTE:
 11 Object to the form.
 12 A. I invoke my Fifth Amendment rights
 13 with respect to that question.
 14 MR. TWIFORD:
 15 Q. And by whom were any amounts paid
 16 under the indemnification agreement under
 17 which the Scruggs law firm or the SKG agreed
 18 to indemnify Cori and Kerri Rigsby?
 19 MR. MALLETTTE:
 20 Object to the form.
 21 MS. NICHOLSON:
 22 Join.
 23 A. I invoke my Fifth Amendment rights
 24 with respect to that question.
 25 MR. TWIFORD:

1 Q. Mr. Scruggs, are you a party,
 2 personally, to the lawsuit brought against
 3 the Zuckerman Spaeder law firm regarding
 4 attorney's fees?
 5 MR. MALLETTTE:
 6 Object to the form and object as
 7 beyond the scope of discovery.
 8 MS. NICHOLSON:
 9 Join.
 10 MR. MALLETTTE:
 11 In this deposition.
 12 A. I invoke my Fifth Amendment rights
 13 with respect to that question.
 14 MR. TWIFORD:
 15 Q. There's a date of first contact of
 16 anyone with the Scruggs law firm or the SKG
 17 with Chris and Pam McIntosh?
 18 A. I invoke the Fifth Amendment with
 19 respect to that question.
 20 Q. You are aware, Mr. Scruggs, that the
 21 McIntoshes were previously represented by
 22 other counsel?
 23 MR. MALLETTTE:
 24 I object on attorney/client
 25 privilege grounds.

1 MS. NICHOLSON:
 2 Same objection.
 3 A. I invoke my Fifth Amendment rights
 4 with respect to that question.
 5 MR. TWIFORD:
 6 Q. Are there any agreements between the
 7 Scruggs law firm or the SKG with McIntosh's
 8 former counsel?
 9 MS. NICHOLSON:
 10 Object to the form and
 11 attorney/client privilege.
 12 A. I invoke my Fifth Amendment rights
 13 with respect to that question.
 14 MR. TWIFORD:
 15 Q. Now, the McIntoshes were actually
 16 included in a prior settlement with State
 17 Farm, were they not?
 18 MS. NICHOLSON:
 19 Object to the form 6789 work
 20 product, attorney/client privilege.
 21 MR. MALLETTTE:
 22 Same objections.
 23 A. I invoke the Fifth Amendment with
 24 respect to that question.
 25 MR. TWIFORD:

1 Q. As matter of fact, Dick Scruggs and
 2 the Scruggs litigation group -- I'm sorry,
 3 the Scruggs law firm were actually
 4 responsible for allocations of amounts due
 5 each plaintiff from the gross proceeds of
 6 the settlement of that claim, were they not?
 7 MR. MALLETTTE:
 8 Object to the form.
 9 MS. NICHOLSON:
 10 Object to the form, attorney/client
 11 privilege, Work Product Doctrine.
 12 A. I invoke the Fifth Amendment with
 13 respect to that question.
 14 Q. Isn't it true that Dick Scruggs and
 15 the McIntoshes had entered into an agreement
 16 that they would receive net proceeds of \$1.4
 17 million from that settlement?
 18 MR. MALLETTTE:
 19 Object to the form.
 20 MS. NICHOLSON:
 21 Attorney/client -- object on the
 22 basis of attorney/client privilege and Work
 23 Product Doctrine.
 24 A. I invoke the Fifth Amendment with
 25 respect to that question.

1 Q. Ant reason that was going to be a
 2 net figure, Mr. Scruggs, is because the
 3 attorney's fees were going to be paid
 4 separately, correct?
 5 MR. MALLETTTE:
 6 Object to the form.
 7 MS. NICHOLSON:
 8 Object to the form, attorney/client
 9 privilege Work Product Doctrine.
 10 A. I invoke the Fifth Amendment.
 11 MR. TWIFORD:
 12 Q. And it's true that the McIntoshes
 13 opted out of that settlement, even though
 14 initially State Farm was informed that they
 15 would be included?
 16 MR. MALLETTTE:
 17 Object to the form.
 18 MS. NICHOLSON:
 19 Object to the form, attorney/client
 20 privilege, Work Product Doctrine.
 21 A. I invoke the fifth amendment with
 22 respect to that question.
 23 MR. TWIFORD:
 24 Q. And it's true, isn't it, Mr.
 25 Scruggs, that the Scruggs law firm has -- or

1 members of the Scruggs law firm have
 2 personally guaranteed Mr. and Mrs. McIntosh
 3 that they would receive at least that amount
 4 from the current lawsuit?
 5 MR. MALLETTTE:
 6 Object to the form, attorney/client
 7 privilege and Work Product Doctrine.
 8 MS. NICHOLSON:
 9 Join.
 10 A. Any voc the Fifth Amendment with
 11 respect to that question.
 12 MR. TWIFORD:
 13 Q. And that if they receive less than
 14 that at any trial, that the Scruggs law firm
 15 or the members of the Scruggs law firm would
 16 personally make up the difference?
 17 MR. MALLETTTE:
 18 Same objections as the last
 19 question.
 20 MS. NICHOLSON:
 21 Join.
 22 A. I invoke the Fifth Amendment with
 23 respect to that question.
 24 MR. TWIFORD:
 25 Q. Was there any contact between the

1 Scruggs law firm or the SKG with the
 2 McIntoshes prior to the 20/20 -- airing of
 3 the 20/20 program 1234?
 4 MS. NICHOLSON:
 5 Object to the form, attorney/client
 6 privilege, Work Product Doctrine.
 7 A. Invoke the Fifth Amendment with
 8 respect to that question.
 9 MR. TWIFORD:
 10 Q. Did the Scruggs law firm or the SKG
 11 initiate the contact with the McIntoshes?
 12 MS. NICHOLSON:
 13 Attorney/client privilege, Work
 14 Product Doctrine.
 15 A. I invoke the Fifth Amendment with
 16 respect to that question.
 17 MR. TWIFORD:
 18 Q. Scruggs law firm, Scruggs Katrina
 19 group have now withdrawn from the
 20 representation of the McIntoshes; is that
 21 correct?
 22 A. I invoke the Fifth Amendment with
 23 respect to that question.
 24 Q. What prior contacts or agreements
 25 did the Scruggs law firm or any member of

1 the SKG have with the Merlin law group?
 2 MR. MALLETTTE:
 3 Object to the form, attorney/client
 4 privilege and potentially Work Product
 5 Doctrine, given the scope of the question.
 6 MS. NICHOLSON:
 7 Join.
 8 A. I invoke the Fifth Amendment with
 9 respect to that question.
 10 MR. TWIFORD:
 11 Q. What agreements regarding the
 12 division of fees or the expenses does the
 13 Scruggs law firm or the SKG currently have
 14 with the Merlin law group, the current
 15 counsel for the McIntoshes?
 16 MS. NICHOLSON:
 17 Object to the form, attorney/client
 18 privilege, Work Product Doctrine.
 19 A. I invoke the Fifth Amendment with
 20 respect to that question.
 21 MR. TWIFORD:
 22 Q. Are the -- is the Scruggs law firm
 23 or are the members of the SKG entitled to
 24 any quantum meruit fees from the -- for work
 25 previously performed in the McIntosh case?

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1 MR. MALLETTE:
2 Object to the form and to the extent
3 it seeks a legal conclusion from the
4 witness.
5 A. I invoke the Fifth Amendment with
6 respect to that question.
7 MR. TWIFORD:
8 Q. Is there any agreement between the
9 Scruggs law firm or the SKG and the Merlin
10 law group regarding reimbursement of
11 expenses in the McIntosh lawsuit?
12 MS. NICHOLSON:
13 Object to the form, attorney/client
14 privilege, Work Product Doctrine.
15 A. I invoke the Fifth Amendment with
16 respect to that question.
17 MR. TWIFORD:
18 Q. What arrangements, to the best of
19 your knowledge, does the KLG, the Katrina
20 litigation group, the successor to the
21 Scruggses litigation group, have with the
22 Merlin law firm as to fees and expenses in
23 the McIntosh case?
24 MS. NICHOLSON:
25 Attorney/client privilege, Work

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1 Product Doctrine.
2 A. I invoke the Fifth Amendment with
3 respect to that question.
4 MR. TWIFORD:
5 Q. Has the Scruggs law firm ever been
6 associated with any previous cases not
7 Katrina-related cases with the Merlin law
8 firm?
9 A. I invoke the Fifth Amendment with
10 respect to that question.
11 MR. TWIFORD:
12 Q. Has any member of the Katrina
13 litigation group been associated with the
14 Merlin law firm on any non-Katrina-related
15 cases?
16 MS. NICHOLSON:
17 Attorney/client privilege.
18 A. I invoke the attorney -- excuse me,
19 I invoke the Fifth Amendment with respect to
20 that question.
21 Q. Do you have any personal knowledge
22 as to whether the Merlin law group has ever
23 referred to any cases to the Scruggs law
24 firm or any members of the SKG?
25 MS. NICHOLSON:

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1 Object for the attorney/client
2 privilege and the Work Product Doctrine, and
3 also exceeding the scope of this deposition.
4 A. I invoke the Fifth Amendment with
5 respect to that question.
6 MR. TWIFORD:
7 Q. Did the Scruggs law firm or any
8 members there of or of the Katrina
9 litigation group recommend the Merlin law
10 group to the McIntoshes as substitute
11 counsel?
12 MR. MALLETTE:
13 I object on attorney/client
14 privilege and Work Product Doctrine grounds.
15 MS. NICHOLSON:
16 Join.
17 A. Invoke the Fifth Amendment with
18 respect to that question.
19 MR. TWIFORD:
20 Q. The McIntosh case, it's true, is it
21 not, that Renfroe was not a defendant in the
22 complaint as initially filed?
23 A. Invoke the Fifth Amendment with
24 respect to that question.
25 MR. TWIFORD:

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1 Q. It's true, is it not, Mr. Scruggs,
2 that Renfroe was only added subsequently in
3 the amended complaint, is it not?
4 A. I invoke the fifth morning endment
5 with respect to that question.
6 Q. The amended complaint that added
7 Renfroe as a defendant was not actually
8 filed until Renfroe had first filed the
9 complaint in Alabama against the Rigsby
10 sisters for breach of employment contract
11 and for other claims; is that correct?
12 MR. MALLETTE:
13 Object to the form.
14 MS. NICHOLSON:
15 Join.
16 A. I I invoke the Fifth Amendment with
17 respect to that question.
18 Q. It's true is it not, Mr. Scruggs,
19 that Renfroe was added as a defendant in the
20 McIntosh case in retaliation for Renfroe
21 having sued the Rigsby sisters in Alabama?
22 MR. MALLETTE:
23 Object on attorney/client work
24 product grounds.
25 MS. NICHOLSON:

1 Join.
 2 A. I invoke the Fifth Amendment with
 3 respect to that question.
 4 MR. TWIFORD:
 5 Q. It's true, is it not, Mr. Scruggs,
 6 that your father, Dick Scruggs, was referred
 7 by judge Acker in the Renfroe V Rigsby case
 8 to the U.S. attorney's office and
 9 subsequently to special prosecutors for
 10 consideration of criminal contempt charges
 11 against him in the Alabama proceeding.
 12 That's true, is it not?
 13 MR. MALLETTTE:
 14 I object to the form. That's beyond
 15 the scope of the deposition of the witness.
 16 MS. NICHOLSON:
 17 We join.
 18 A. I invoke the Fifth Amendment with
 19 respect to that question.
 20 MR. TWIFORD:
 21 Q. It's true, is it not, Mr. Scruggs,
 22 that immediately thereafter, the Scruggs law
 23 firm and the SKG filed a complaint in the
 24 shows case naming E.A. Renfroe Company and J
 25 A N A and Gene Renfroe individually as

1 defendants, is it not?
 2 MR. MALLETTTE:
 3 I object again to the form and
 4 beyond the scope of the deposition of the
 5 witness.
 6 MS. NICHOLSON:
 7 Join.
 8 MR. TWIFORD:
 9 Q. And Renfroe and J A N A and Gene
 10 Renfroe were sued in the shows case in
 11 retaliation for the actions taken by judge
 12 Acker in the Alabama Renfroe V Rigsby
 13 litigation; is that true?
 14 MR. MALLETTTE:
 15 I object to the form of the
 16 question. It has nothing to do with the
 17 documents that you went to the judge and got
 18 permission to take the deposition on.
 19 MR. TWIFORD:
 20 I may answer the question.
 21 MS. NICHOLSON:
 22 I join in that objection.
 23 A. I invoke my Fifth Amendment with
 24 respect to that question.
 25 MR. TWIFORD:

1 Q. Would you please relate to the court
 2 all discussions that were had by members of
 3 the Scruggs law firm or the SKG with
 4 forensic -- the other defendant in McIntosh,
 5 in the summer of 2006 prior to the 20/20
 6 program being erred?
 7 MR. MALLETTTE:
 8 I'm sorry relate all what,
 9 conversations?
 10 MR. TWIFORD:
 11 Yes, discussions with forensic.
 12 MR. MALLETTTE:
 13 I object on Work Product Doctrine
 14 grounds.
 15 MS. NICHOLSON:
 16 Join.
 17 A. I invoke my Fifth Amendment
 18 privilege with respect to that question.
 19 MR. TWIFORD:
 20 Q. As a matter of fact, Mr. Scruggs,
 21 you and members of the Scruggs law firm made
 22 public statements that Brian Ford, who was
 23 acting as an engineer for forensic, would
 24 cooperate in the McIntosh litigation, did
 25 you not?

1 MR. MALLETTTE:
 2 Object to the form.
 3 MS. NICHOLSON:
 4 Object to the form.
 5 A. Invoke my Fifth Amendment privilege
 6 with respect to that question.
 7 MR. TWIFORD:
 8 Q. Would you please detail for the
 9 Courtney discussions between the Scruggs law
 10 firm or any member of the SKG with Bob
 11 Kochan, president of Forensic?
 12 MR. MALLETTTE:
 13 I object on work product grounds and
 14 I object to the form in so much as it asks
 15 him to relate other people's conversations.
 16 MS. NICHOLSON:
 17 Join.
 18 A. I in robing my Fifth Amendment right
 19 with respect to that question.
 20 MR. TWIFORD:
 21 Q. What discussions, if any, did you
 22 have with Nellie Williams, shoot office
 23 manager for Forensic?
 24 A. I invoke my fifth amendment right
 25 with respect to that question.

1 MR. TWIFORD:
 2 Q. To the best of your knowledge, what
 3 discussions did any other members of SKG
 4 have with Nellie Williams, who is the office
 5 manager Forensic?
 6 MS. NICHOLSON:
 7 Objection, work product.
 8 A. I invoke the Fifth Amendment with
 9 respect to that question.
 10 MR. TWIFORD:
 11 Q. Would you please describe any
 12 documents received by the Scruggs law firm
 13 or the SKG from Forensic that have not been
 14 produced to the other defendants in the
 15 McIntosh case?
 16 MR. MALLETTTE:
 17 Object to the form.
 18 A. I invoke my Fifth Amendment right
 19 with respect to that question.
 20 MR. TWIFORD:
 21 Q. The Scruggs law firm and the SKG
 22 settled their claims in the McIntosh case
 23 against Forensic, did they not?
 24 A. I invoke my Fifth Amendment rights
 25 with respect to that question.

1 Q. And I'm not sure that Forensic has
 2 actually been formally dismissed from the
 3 lawsuit, but it is your intent, is it not,
 4 to dismiss them and not to proceed against
 5 them in the McIntosh case?
 6 MR. MALLETTTE:
 7 Objection on work product doctrine,
 8 attorney/client grounds.
 9 MS. NICHOLSON:
 10 Object to the form.
 11 A. I invoke my Fifth Amendment rights.
 12 MR. TWIFORD:
 13 Q. It's true that part of the
 14 settlement with Forensic did not pay any
 15 money to anyone in the McIntosh case; is
 16 that true?
 17 MS. NICHOLSON:
 18 Object to the form.
 19 A. I invoke my Fifth Amendment rights
 20 with respect to that question.
 21 MR. TWIFORD:
 22 Q. It's true, is it not, Mr. Scruggs,
 23 that Forensic, as part of that settlement,
 24 agreed to cooperate with the SKG in pursuing
 25 the claims of the McIntoshes against State

1 Farm and the other defendants, including
 2 Renfroe? That's true, is it not?
 3 MR. MALLETTTE:
 4 Hunter, may I have just one minute?
 5 I'm not going to counsel him on his
 6 testimony but I have a question too for him.
 7 (Off the record.)
 8 Q. It's true, is it not, Mr. Scruggs,
 9 that Forensic, as part of the settlement,
 10 agreed to cue operate with the SKG in
 11 pursuing the /KHRAEUPLGS of the McIntoshes
 12 against State Farm and the other defendants,
 13 including Renfroe? That's true, is it not?
 14 MS. NICHOLSON:
 15 We're going to object to that
 16 question and also that whole line of
 17 questioning as attorney work product and
 18 also because the negotiations of that
 19 settlement, if any, are confidential note
 20 /TU /TU you may answer.
 21 A. I invoke my rights with respect to
 22 that question.
 23 MR. MALLETTTE:
 24 And I join.
 25 MR. TWIFORD:

1 Q. It's true, is it not, Mr. Scruggs,
 2 that as part of that settlement with
 3 Forensic that Forensic delivered a number of
 4 documents to the SKG and the Scruggs law
 5 firm, is it not?
 6 MS. NICHOLSON:
 7 Same objection as to the last
 8 question.
 9 MR. MALLETTTE:
 10 Join in the same objections.
 11 A. And I invoke my Fifth Amendment
 12 rights with respect to that question.
 13 MR. TWIFORD:
 14 Q. It's also true, is it not, Mr.
 15 Scruggs, that as part of that settlement
 16 agreement that Forensic gave the Scruggs law
 17 firm and the SKG access to Forensic
 18 employees and engineers who gave statements
 19 relative to claims, including the McIntosh
 20 claims? That's true, is it not?
 21 MS. NICHOLSON:
 22 Same objections as the last two
 23 questions.
 24 MR. MALLETTTE:
 25 Join again.

1 A. I invoke my Fifth Amendment right
2 with respect to that question.
3 MR. TWIFORD:
4 Q. Let me cleanup something, Mr.
5 Scruggs, that I forgot to ask you a minute
6 ago. When the Scruggs law firm and the SKG
7 withdrew as counsel for the McIntoshes, and
8 at that point in time, Scruggs law firm and
9 the SKG still had all of the relevant
10 documents, including the documents that were
11 stolen from State Farm, such as those that
12 you still had. They had the Rigsby computer
13 /-GS, they had the Rigsby cell phones and
14 they had the regular working file, as well,
15 for the McIntosh case; is that correct?
16 MR. MALLETTTE:
17 Onto the form.
18 MS. NICHOLSON:
19 Join.
20 A. I invoke the Fifth Amendment with
21 respect to that question.
22 MR. TWIFORD:
23 Q. And when the Merlin law group made
24 an entry of appearance as counsel for the
25 McIntoshes, did any member of the /KRUGS law

1 firm or the SKG meet with any member of the
2 Merlin law group and discuss specific facts
3 and circumstances regarding the McIntosh
4 lawsuit? I'm not asking you what was said,
5 asking you whether you met?
6 MR. MALLETTTE:
7 I object as to Work Product
8 Doctrine.
9 MS. NICHOLSON:
10 We join, attorney/client privilege
11 and exceeds the scope of this deposition.
12 A. I invoke the Fifth Amendment with
13 respect to that question.
14 MR. TWIFORD:
15 Q. Isn't it true, Mr. Scruggs, that the
16 Scruggs law firm and the SKG delivered to
17 the Merlin law group all documents in its
18 possession related to the McIntosh claim as
19 part of the hand off of that case?
20 MR. MALLETTTE:
21 Object to the form, attorney/client
22 privilege, Work Product Doctrine, exceeds
23 the scope of this deposition.
24 MR. MALLETTTE:
25 And I join in those objections.

1 A. I invoke my Fifth Amendment rights
2 as to that question.
3 Q. It would be true, Mr. Scruggs, that
4 as to the Scruggs law firm had any documents
5 or copies of any documents that had been
6 stolen from State Farm and the Renfroes,
7 that those would have likewise been
8 delivered to the Merlin law group as part of
9 that hand off?
10 MR. MALLETTTE:
11 Object to the form.
12 MS. NICHOLSON:
13 Object to the form, attorney/client
14 privilege, work product.
15 A. I invoke the Fifth Amendment with
16 respect to that question.
17 MR. TWIFORD:
18 Q. And it's true, Mr. Scruggs, is it
19 not, that the laptops that the Scruggs law
20 firm and the SKG had furnished to the
21 Rigsbys were also delivered to the Merlin
22 law group as part of that hand off?
23 MS. NICHOLSON:
24 Object to the form, work product,
25 attorney/client privilege.

1 A. I invoke the Fifth Amendment with
2 respect to that question.
3 MR. TWIFORD:
4 Q. And it's true, is it not, Mr.
5 Scruggs, that all cell telephone records,
6 including billing records for the cell
7 phones that were furnished by the SKG or the
8 Scruggs law firm to the Rigsby sisters were
9 likewise delivered to the Merlin law group
10 as part of the hand off in the McIntosh
11 case?
12 MS. NICHOLSON:
13 Object to the form, attorney/client
14 privilege, Work Product Doctrine.
15 A. I invoke the Fifth Amendment with
16 respect to that question.
17 MR. TWIFORD:
18 Q. So the entire physical file
19 maintained by the Scruggs law firm or the
20 SKG was delivered to the Merlin law group as
21 part of the hand off; is that correct?
22 MR. MALLETTTE:
23 Object on Work Product Doctrine
24 grounds.
25 MS. NICHOLSON:

1 Join.
 2 A. I invoke the fifth with respect to
 3 that question, the Fifth Amendment, that is.
 4 MR. TWIFORD:
 5 Q. Would you describe, in detail,
 6 please, the agreement between the Scruggs
 7 law firm and the SKG with Brian Ford?
 8 MR. MALLETTTE:
 9 Object to the form.
 10 MS. NICHOLSON:
 11 Join.
 12 A. I invoke the Fifth Amendment with
 13 respect to that question.
 14 MR. TWIFORD:
 15 Q. Mr. Ford was going to be a paid
 16 litigation consultant for the SKG and
 17 Scruggs law firm, just like the Rigsbys,
 18 wasn't he?
 19 MR. MALLETTTE:
 20 Object to the form, no predicate.
 21 MS. NICHOLSON:
 22 Join.
 23 A. I invoke the Fifth Amendment with
 24 respect to that question.
 25 MR. TWIFORD:

1 Q. And Mr. Ford demanded a percentage
 2 of fees as part of his consulting payments
 3 to act as a consulting witness, and that's
 4 what blew it up, isn't it?
 5 MR. MALLETTTE:
 6 Object to the form.
 7 MS. NICHOLSON:
 8 Join.
 9 A. I invoke the Fifth Amendment with
 10 respect to that question.
 11 MR. TWIFORD:
 12 Q. Ford was actually paid some by the
 13 Scruggs law firm and the Scruggs Katrina
 14 group as a litigation consultant, wasn't he?
 15 MR. MALLETTTE:
 16 Object to the form.
 17 MS. NICHOLSON:
 18 Join.
 19 A. I invoke the Fifth Amendment with
 20 respect to that question.
 21 MR. TWIFORD:
 22 Q. How much was actually paid by the
 23 Scruggs law firm and Scruggs Katrina group
 24 to bribe Ford? Nil mill I object to the
 25 form, object as harassment, beyond the scope

1 of the deposition.
 2 A. I invoke the Fifth Amendment with
 3 respect to that question.
 4 MR. TWIFORD:
 5 Q. Did you, Mr. Scruggs, Zach Scruggs,
 6 individually, personally, release any
 7 documents to reporters that had been
 8 stolen from State Farm or the Renfroes that
 9 were subject to judge Acker's injunction in
 10 the Renfro V Rigsby case?
 11 MR. MALLETTTE:
 12 Object to the form.
 13 MS. NICHOLSON:
 14 Join.
 15 A. I invoke my Fifth Amendment rights
 16 with respect to that question.
 17 MR. TWIFORD:
 18 Q. What is the name of the Nashville
 19 public relations firm that was employed by
 20 the Scruggs Katrina group to help run the
 21 media campaign against State Farm and the
 22 Renfroes?
 23 MR. MALLETTTE:
 24 Object to the form.
 25 MS. NICHOLSON:

1 Join.
 2 A. I invoke my Fifth Amendment rights
 3 with respect to that question.
 4 MR. TWIFORD:
 5 Q. Does Scruggs law firm or the Scruggs
 6 Katrina group maintain copies of
 7 correspondence between the Nashville P R
 8 firm and yourselves regarding this media
 9 campaign?
 10 MR. MALLETTTE:
 11 Object to the form.
 12 A. I invoke my Fifth Amendment right
 13 with respect to that question.
 14 MR. TWIFORD:
 15 Q. Does the Scruggs law firm or the SKG
 16 have any arrangements with the Provost,
 17 Umphrey law firm out of Texas for any cases
 18 involving State Farm litigation against
 19 State Farm and the Renfroes?
 20 MR. MALLETTTE:
 21 Object as to attorney/client
 22 privilege and Work Product Doctrine.
 23 MS. NICHOLSON:
 24 Join, and exceeds the scope of his
 25 deposition.

1 A. I invoke my Fifth Amendment rights
2 with respect to that question.

3 MR. TWIFORD:

4 Q. What information have you, the
5 Scruggs law firm or the SKG, received from
6 representative Gene Taylor regarding the
7 National Flood Insurance Program?

8 MS. NICHOLSON:

9 Work Product Doctrine, attorney
10 /KHRAOEUP /EPBT privilege.

11 MR. MALLETTTE:

12 Same objection.

13 A. I invoke my Fifth Amendment rights
14 with respect to that question.

15 MR. MALLETTTE:

16 And also object as to form. If you
17 need to ask it again, I'm sorry about that.

18 MR. TWIFORD:

19 Q. And would you describe all contacts
20 with former Senator Trent Lott and the
21 Scruggs law firm, any member, or the SKG,
22 related to the National Flood Insurance
23 Program or any congressional hearings on the
24 NFIP?

25 MR. MALLETTTE:

1 Object as to form, attorney/client
2 privilege and Work Product Doctrine.

3 MS. NICHOLSON:

4 Join.

5 A. I invoke my Fifth Amendment right
6 with respect to that question.

7 MR. TWIFORD:

8 Q. I didn't ask you whether you had any
9 discussions with Congressman Taylor
10 regarding NFIP issues or congressional --
11 about congressional hearings so let me ask
12 you specifically. Did you or any member of
13 the Scruggs law firm or SKG have any
14 discussions with Congressman Taylor
15 regarding the National Flood Insurance
16 Program or the congressional hearings
17 regarding those?

18 MR. MALLETTTE:

19 Object to the form and, again, to
20 attorney/client privilege and Work Product
21 Doctrine violations.

22 MS. NICHOLSON:

23 Join.

24 A. I invoke my Fifth Amendment right
25 with respect to that question.

1 MR. TWIFORD:

2 Q. Have you had e-mail communications
3 with the staff members of either former
4 Senator Lott's office or Congressman
5 Taylor's office regarding State Farm or
6 Renfroe?

7 MR. MALLETTTE:

8 Object to the form.

9 A. I invoke my fifth morning endment
10 right with respect to that question.

11 MR. TWIFORD:

12 Q. So all e-mail communications with
13 staff members of either former Senator Lott
14 or Congressman Taylor regarding State Farm,
15 Renfroe and NFIP issues would be maintained
16 in the Scruggs law firm e-mail database; is
17 that correct?

18 MR. MALLETTTE:

19 Object to the form.

20 MS. NICHOLSON:

21 Join.

22 A. I invoke the Fifth Amendment with
23 respect to that question.

24 MR. TWIFORD:

25

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

3 MS. NICHOLSON:

4 No questions for us. End depo at
5 4:16 p.m.

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**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.

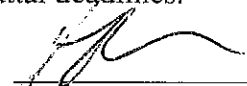
2. On Thursday, July 24, 2008, in anticipation of filing motions to compel deposition testimony of Zach Scruggs and Richard F. Scruggs, I forwarded a good faith certificate to counsel for the Scruggses with an email setting forth State Farm’s request for compliance in lieu of filing the motions to compel.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

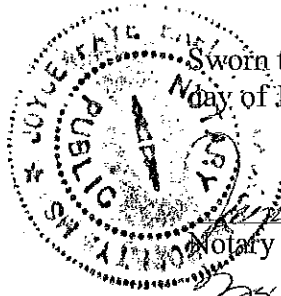
5. Neither I nor any of my co-counsel nor my client, State Farm, agree that the limitations set forth in Uniform Local District Court Rule 7.2 for responding to the motions to compel should apply because of the emergent nature of these motions to compel, vis-à-vis the impending incarceration of Zach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

=====
Paul B. Watkins, Jr.
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5 University Office Park
2094 Old Taylor Road
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Fax: (662) 236-0035
pwatkins@mayomallette.com
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=====

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.

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:

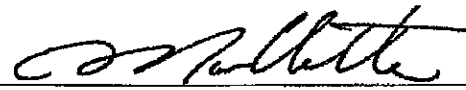
1. The motion is unopposed by all parties.

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