

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

THOMAS C. and PAMELA McINTOSH

PLAINTIFFS

V.

NO. 1:06cv1080-LTS-RHW

STATE FARM FIRE & CASUALTY COMPANY,
FORENSIC ANALYSIS & ENGINEERING CORPORATION,
and E. A. RENFROE & COMPANY, INC. and
DOES 1 THROUGH 10

DEFENDANTS

**RESPONSE IN OPPOSITION TO DEFENDANT E.A. RENFROE & COMPANY, INC.’S
JOINDER IN DEFENDANT STATE FARM’S MOTIONS TO COMPEL THE
TESTIMONY OF RICHARD AND ZACHARY SCRUGGS OR, IN THE
ALTERNATIVE, MOTION TO COMPEL SUCH TESTIMONY [1263]**

Non-parties Richard and Zachary Scruggs submit this Response in Opposition to Defendants E.A. Renfroe & Company, Inc.’s Joinder In Defendant State Farm’s Motions to Compel the Testimony of Richard and Zachary Scruggs Or, In the Alternative, Motion to Compel Such Testimony [1263], and in support state the following:

INTRODUCTION

Renfroe filed nothing with regard to the Scruggses’ depositions or objections until it had the opportunity to review not only State Farm’s Motions to Compel, but also the Scruggses’ Response. Now, having waited almost a month after the depositions were completed, Renfroe files a Joinder or “In the Alternative, Motion to Compel,” simultaneously complaining that “Time is growing short.”

Renfroe, like State Farm, apparently contends that its counsel asked the perfect deposition questions for two days, as it seeks, like State Farm, to have the Scruggses answer *each and every question* to which the Scruggses objected over a two day period. Also like State Farm, Renfroe

deems it unnecessary to identify or discuss any specific deficiencies in those depositions by either good faith certificate or in the motion itself. Likewise, Renfroe does not even pretend to justify or explain its explicit intrusions into the attorney-client relationship or the work product doctrine, as the Fifth Circuit has held that it must. Finally, Renfroe demands reasonable fees and expenses, but makes no attempt to satisfy the requirements of Rule 37 that could, under limited circumstances, justify such an award. For the reasons stated in the Scruggses Response to the Motions to Compel filed by State Farm, and for the additional reasons stated herein, Renfroe is entitled to no relief.

DISCUSSION

I. Renfroe’s “Joinder” Is Improper.

Renfroe’s “Joinder” is improper because State Farm lacked standing to compel the Scruggses to respond to Renfroe’s questions and because Renfroe did not seek independent relief until after the Scruggses responded to State Farm’s Motions. In a footnote, Renfroe weakly defends its failure to independently seek relief, pointing to a distinction without a substantive difference between the version of Rule 37 in place in 1997, and the current version.

However, Rule 37 still specifically provides that only the party “*seeking discovery*” has the authority to seek to compel under the rule as it applies to depositions:

A party seeking discovery may move for an order compelling an answer, designation, production, or inspection. This motion may be made if:

- (i) a deponent fails to answer a question asked under Rule 30 or 31.

FED. R. CIV. P. 37(3)(B) (emphasis added). Renfroe has pointed to nothing in the Advisory Committee’s notes or case law to indicate that any change in Rule 37 was meant to confer standing where none existed before. There is nothing to suggest, therefore, that the only authority cited to this

Court by any party (*Payne v. Exxon Corp.*, 121 F.3d 503 (9th Cir. 1997)) is no longer persuasive authority, or is somehow incompatible with current Rule 37.¹

State Farm had no standing to compel answers to Renfroe's questions, and Renfroe's half-hearted argument that it "joins" State Farm's motion is improper.² This is critical, because if Renfroe had an independent duty to seek whatever relief it now seeks, Renfroe not only fails for the reasons that the Scruggses now must state as to Renfroe's individual questions, but also because it wholly failed to comply with the Rule requirements for obtaining such relief.

II. Renfroe's Motion Must Be Denied For Failure to Comply With Rule 37.

The very first requirement for seeking relief under Rule 37 reads as follows: "The motion must include a certification that the movant has in good faith conferred or attempted to confer with the person or party failing to make disclosure or discovery in an effort to obtain it without court action." FED. R. CIV. P. 37(a)(1). Uniform Local Rule 37.1 requires that "[a] Good Faith Certificate [Official Form No. 5] shall be filed with all discovery motions, with a copy to the magistrate judge" and sets forth the requirements for the certification. No certification was attached to or referenced in the motion, and Renfroe did not fulfill the "good faith" obligation imposed by Federal Rule 37

¹Contrary to Renfroe's suggestion, *current* Rule 37(2) actually clarifies when "any other party" may seek to compel discovery, as opposed to when "a party seeking discovery" may seek to compel disclosure. Specifically, *any other party* (Renfroe), may seek to compel as follows:

If a party fails to make a disclosure required by Rule 26(a), any other party may move to compel disclosure and for appropriate sanctions.

FED. R. CIV. P. 37(3)(A). The suggestion of this provision is that all parties are interested in Rule 26 disclosures because no party specifically sought the disclosures, so standing to enforce such disclosures is not limited to any single party.

²Renfroe seems to have recognized this when it labeled its pleading, "In the Alternative, Motion. . . ."

and Uniform Local Rule 37.1 were not met.

Specifically, the only attempt to “resolve the issues herein” (Renfroe’s passing reference to such an effort, at page 3 of its motion), was a phone call from Renfroe’s counsel in the early afternoon of August 18, 2008, hours before Renfroe filed its Joinder and Motion. The undersigned specifically invited Renfroe to point to any specific objections that Renfroe had opposed (whether the objections were made under the Fifth Amendment, or otherwise), and that counsel for the Scruggses would consider Renfroe’s opposition to the objection. If there was agreement that any of those objections had been improvidently raised, the objection could be withdrawn without requiring the Court’s intervention. During the phone call, the undersigned noted that the form and privilege objections raised at the Scruggses depositions were made to the best of the undersigned’s knowledge and understanding of the questions when they were asked, and that if Renfroe could show that certain of those objections were not well-taken, the Scruggses would reconsider or withdraw those particular objections. The undersigned also pointed out that during the depositions themselves, there were times when he made objections but withdrew them, when counsel for Renfroe or State Farm either clarified a question or otherwise provided information that made the objection(s) invalid. The undersigned stated that he would do the same in response to a good faith letter, and he would present any arguments related to the Fifth Amendment to criminal defense counsel for the Scruggses if Renfroe wished to conduct a good faith effort to resolve the dispute without court intervention.

Renfroe chose not to pursue the good faith effort. Instead, it decided to rely wholly upon State Farm’s Motion or, if it was required to file its own motion under Rule 37, to “satisfy” good faith requirements with a one-sentence reference to the phone call between counsel. This is insufficient under the rules, and Renfroe’s Motion should be denied *in toto* for this reason alone.

III. Sanctions Should Not Be Imposed against the Scruggses

Further, Renfroe seeks “reasonable fees and expenses” in its Joinder and Motion, presumably pursuant to Rule 37. This relief is specifically precluded under the circumstances presented by this Motion, as “the Court *must not order this payment* [reasonable expenses incurred in making the motion, including attorney’s fees] if”:

- (i) the movant filed the motion before attempting in good faith to obtain the disclosure or discovery without court action;
- (ii) the opposing party’s nondisclosure, response, or objection was substantially justified; or
- (iii) other circumstances make an award of expenses unjust.

FED. R. CIV. P. 37(a)(5)(iii) (emphasis added). In this case, all three factors make such an award unjustified. Renfroe specifically declined the opportunity to articulate, in writing or otherwise, any specific concerns over the Scruggses’ objections, determining to “join” State Farm’s motion, rather than comply with Rule 37. The Scruggses’ responses or objections in this case were justified, and Renfroe does not trouble itself with pointing to improprieties with those responses or objections, even after it has had the full benefit of the Scruggses’ Response to State Farm’s Motions to Compel. Likewise, having now been provided specific authority for the duty of a party seeking to justify intrusion into the attorney-client or work product realms via deposition of a party’s attorney, Renfroe (like State Farm), steadfastly refuses to provide the justification for its invasive questions, many of which acknowledged that the information was available to Renfroe from other sources.

In sum, Renfroe is not entitled to the relief it seeks either as a “joining party” or a moving party seeking discovery under Rule 37. This Court should find that Renfroe’s Joinder and Motion is not well taken, and further find that, because of the circumstances under which it was filed, it was

not substantially justified. Therefore, pursuant to Rule 37(a)(5)(B) and/or (C), Renfroe should be required to pay to the Scruggses their reasonable expenses incurred in opposing the motion, including attorney's fees.

IV. Renfroe Is Not Entitled to the Relief It Seeks

Even if it were not procedurally defective, Renfroe's Motion lacks merit. In fact, aside from the standing issue discussed above, Renfroe's Motion is devoid of any substance and incorporates the same faulty arguments set forth by State Farm in their entirety. In response to Renfroe's Motion, the Scruggses adopt and incorporate the arguments contained in their Response to State Farm's Motions [Document 1262].³

A. Scope of Questioning

No less than State Farm, Renfroe saw the Scruggses' depositions as an opportunity to inquire not only into facts related (however peripherally) to this case, but to seek discovery into all aspects of the Scruggses' law practice, their strategy and tactics for other cases, and their relationships with lawyers and clients unrelated to this matter. For example, counsel for Renfroe asked the following questions, to which they now demand answers from the Court:

Q. And isn't it true, Mr. Scruggs, that the claims that are made by the plaintiffs in the *Shows* case against E.A. Renfroe Company and against Jana and Gene Renfroe,

³Appendices "1" and "2" to this Response list all of the questions that Renfroe asked of the Scruggses. The questions are coded to indicate justifications for certain objections. These codes are: "MIX" for mixed objections of form and privilege, "MAC" for privileges related to the Scruggses' representation of the McIntoshes, "RIGS" for privileges related to the Scruggses' representation of the Rigsbys, "ATT" for privileges related to communications between attorneys and staff, "OM" for privileges related to other matters, "DOCS" for questions about information not sought in State Farm's subpoenas, "CC" for Fifth Amendment objections related to criminal contempt, "CFAA" for the Fifth Amendment objections related to the Computer Fraud and Abuse Act, "DC" for Fifth Amendment objections related to other potential criminal prosecutions, and "WV" for Fifth Amendment objections related to potential waiver.

individually, are based in large part on stolen document or documents that were stolen by the Rigsby sisters while acting as your litigation consultants from State Farm and from Renfroe? Z. Scruggs, 209:21-210:4

Q. Isn't it also true, Mr. Scruggs, that you and the Scruggs Law Firm and the SKG based your claims against Renfroe in the *Abney Group* cases on documents that the Rigsby sisters had stolen from State Farm and from Renfroe? R. Scruggs, 202:10-15

Q. Would you describe all prior contacts or associations between the Scruggs law firm or members of the Scruggs law firm [and the Battle Fleenor] law firm in Birmingham? And by prior, I mean prior to the -- let's say Hurricane Katrina, the date of Hurricane Katrina? Z. Scruggs, 245:12-18

Q. And Renfroe and Jana and Gene Renfroe were sued in the *Shows* case in retaliation for the actions taken by Judge Acker in the Alabama *Renfroe v. Rigsby* litigation; is that true? Z. Scruggs, 287:9-13

These questions and many others like them clearly show that Renfroe's purpose in questioning the Scruggses was to obtain discovery about other cases, especially those in which the Scruggses' legal theories and mental impressions could aid its defense. Renfroe's questions to the Scruggses exceeded the scope of discovery in this case, as well as the bounds of the deposition ordered by the Court.

B. Fifth Amendment

The Scruggses properly invoked their Fifth Amendment privileges in response to Renfroe's questions. *See* Scruggses' Response to State Farm's Motions, at 12-26 [Document 1262]. Renfroe has not established that it is "perfectly clear" that the Scruggses' answers to its questions "cannot possibly have [a] tendency to incriminate" or to "'furnish a link in the chain of evidence" necessary for a prosecution. *Hoffman v. United States*, 341 U.S. 479, 486, 488 (1951). To the contrary, Renfroe's questions plainly raise the same issues that triggered the Scruggses' assertions of privilege in response to State Farm's questions, including direct accusations of criminal activity:

Q. And, yet, you and the Scruggs law firm and Scruggs Katrina group encouraged the Rigsbys to take these documents that they had stolen from Renfroe, their employer, and to give them to you prior to the filing of the McIntosh amended complaint, did you not? Z. Scruggs, 220:22-221:3.

Q. And, yet, you encouraged the Rigsbys to take these documents that I just named, and to steal these from Renfroe, their employer, and to give them to you? R. Scruggs, 208:12-15.

With respect to allegations of criminal contempt against the Scruggses, Renfroe asked questions regarding the Scruggses' receipt, use, and disposition of State Farm and Renfroe documents from the Rigsbys, Z. Scruggs, 197:14-200:13; R. Scruggs, 192:11-209:18, the so-called "data dump" weekend, R. Scruggs, 269:8-22, the origins of the Scruggses' relationship with the Rigsbys and their representation of the Rigsbys, Z. Scruggs, 185:22-191:5; R. Scruggs, 188:22-190:20, the Rigsbys' employment as litigation consultants by the Scruggs Katrina Group, Z. Scruggs, 192:8-194:14, 222:25-235:24; R. Scruggs, 210:12-226:17; the Scruggses' role in selecting and paying the Rigsbys' attorneys, Z. Scruggs, 244:7-263:8; R. Scruggs, 227:16-243:3; the Scruggses' purported obligation to indemnify the Rigsbys for losses they might suffer related to State Farm litigation, Z. Scruggs 263:14-275:4, R. Scruggs, 243:6-252:24, and the Scruggses' communication with the media (including ABC and *20/20*) regarding the Rigsbys and the documents they provided. Z. Scruggs, 223:9-23, 268:12-270:1, R. Scruggs, 211:20-212:11. Each of these topics relates directly to the criminal contempt allegations leveled against the Scruggses, as Judge Acker and the specially appointed prosecutors in the Northern District of Alabama asserted jurisdiction over the Scruggses for criminal contempt proceedings on the basis of their relationship with the Rigsbys.

Renfroe also asked questions that could yield responses related to State Farm's allegations that the Scruggses violated the Computer Fraud and Abuse Act ("CFAA"), including questions

implying that the Scruggses accessed State Farm’s database, R. Scruggs, at 190:4-20, and that State Farm files were transferred from the Rigsbys’ State Farm laptops, Z. Scruggs, 230:16-231:14. The Scruggses should not be required to furnish answers that could be construed as providing links in the chain of evidence in any prosecution for CFAA violations.

Renfroe also asked the Scruggses questions regarding allegations that the Scruggses violated a court order sealing certain documents Z. Scruggs, 268:12-270:1, R. Scruggs, 280:14-283:2.

The Scruggses were also justified in invoking their Fifth Amendment rights to avoid responses that could be deemed to have waived objections to other questions. *See Rogers v. United States*, 340 U.S. 367, 373 (1951) (holding that one who testifies as to some incriminating aspects of a matter may not invoke the Fifth Amendment privilege as to other aspects); *U.S. v. Yurasovich*, 580 F.2d 1212, 1221 (3d Cir. 1978) (“[G]iven the somewhat indistinct boundaries of the ‘waiver’ doctrine,” a broad invocation of the Fifth Amendment privilege “would seem to have been no more than a prudent assertion of [the defendant’s] rights.”). If the Scruggses had responded to some questions, mistakenly thinking them non-incriminating, they could have later been deemed to have waived their privilege as to all related questions.

C. Attorney-Client Privilege and Work Product Doctrine

Like State Farm before it, Renfroe has failed to offer any justification for its repeated intrusion upon the attorney-client privilege or the work product doctrine. In particular, Renfroe has not shown that “(1) no other means exist to obtain the information, (2) the information sought is relevant and non-privileged, and (3) the information is crucial to the preparation of the case.” *Nguyen v. Excel Corp.*, 197 F.3d 200, 208 (5th Cir. 1999) (citing *Shelton v. Am. Motors Corp.*, 805 F.2d 1323 (8th Cir. 1986)). These factors are especially relevant here, as Renfroe specifically

questioned the Scruggses about the factual bases of separate claims brought on behalf of more than 75 of the Scruggses' former clients. *See, e.g.,* . Scruggs, 197:21-200:15 (asking questions about *McIntosh* litigation, *Shows* litigation, *qui tam* litigation, and “75 or 78 of the 175 or so cases in the Abney Group”).

When faced with the Scruggses' objections as to the scope of his questioning, Renfroe's counsel admitted that he sought discovery of substantive privileged information related to a cause of action articulated in a separate lawsuit:

And I would say as far as beyond the scope of this, ***you*** are accusing Renfroe as being part of a conspiracy that is well pled in the *Shows* case and I think I'm entitled to explore that conspiracy in the *Shows* as part of the *McIntosh* claim. Z. Scruggs, 206:15-20 (emphasis added).

Renfroe has no right to question a party's former attorney about the factual basis for a cause of action, *especially* when those questions are asked in a deposition convened under the style of a separate case and certain parties to the first case are unrepresented at the deposition.

Privileges regarding the McIntoshes' claim [MAC]

Renfroe impermissibly sought information about the Scruggses' communications and contacts with the McIntoshes, their former clients, including information about communications between the McIntoshes and the Scruggses and settlement, potential recovery, and prior representation [Z. Scruggs Depo, at 275:20-22; 276:15-17; 278:24-279:16; R. Scruggs, at 258:18-20; 259:12-14; 261:7-262:17], communications and agreements between the Scruggses, the McIntoshes, and the McIntoshes' new counsel [Z. Scruggs, 280:24-281:1, 284:7-11; R. Scruggs 263:6-10; 264:14-17; 265:2-5; 266:18-20; 267:4-268:23], and mental impressions about the *McIntosh* case and litigation strategy [Z. Scruggs, 205:9-16; 209:2-11; 212:12-213:16; 239:2-8]; R. Scruggs, 201:2-6;

277:16-19]. These questions plainly sought to invade confidences between the Scruggses and former clients, and the type of mental impressions and litigation that the attorney-client privilege and the work-product privilege were designed to protect.

Privileges regarding the Rigsbys [RIGS]

Again, counsel for the Scruggses did not object on work product or attorney-client grounds to questions intended only to establish the time frame and scope of that representation. *See Z. Scruggs*, 185:15-19; 203:16-25; 236:7-238:5; *R. Scruggs*, 189:17-25; 192:11-12; 222:10-223:15. Without that information in the record, though, many of the questions State Farm asked about the Rigsbys carried with them potential incursions into the realm of privileged information.

Privileges regarding attorneys and support staff [ATT]

Renfroe also asked questions about contacts, receipt and storage of documents, and exchanges of information with and between the Scruggses' former co-counsel on many matters and legal support staff. Answers to these questions are likely to intrude upon work product and attorney-client privileges.

Privileges regarding other matters [OM]

Renfroe asked questions of the Scruggses about details of matters involving other clients of the Scruggs Law Firm and/or Scruggs Katrina Group, including clients involved in the *Shows* and *Abney* matters, Sen. Trent Lott, Rep. Gene Taylor, and Pat and Bill Lobrano. All these questions potentially intruded upon work product and attorney-client privileges, and, as the Scruggses noted above, Renfroe should not be allowed to ask these questions in this lawsuit when the parties involved in all the other lawsuits mentioned did not have an opportunity to appear and have their objections heard. This Court has never held that matters of privilege between the Scruggses and other former

clients are an appropriate topic for inquiry, and Renfroe overreached the scope of discovery and these depositions.

CONCLUSION

In addition to the procedural deficiencies in Renfroe's Motion and its failure to undertake even the most basic efforts to resolve any part of this dispute in good faith, Renfroe's Motion provides no substantive justification for its argument that the Court should pierce every privilege asserted by the Scruggses with respect to every question asked at their depositions. Because the Scruggses cannot be compelled to offer potentially incriminating testimony or to divulge privileged information, the Court should deny Renfroe's Motion.

Both State Farm and Renfroe have requested this Court to compel responses to every single question asked at the Scruggses' deposition. This request for relief is not well-taken. Neither Defendant has made any attempt to narrow down the range of questions to which it seeks answers, either in good-faith correspondence with counsel for the Scruggses or in their briefing to the Court. State Farm and Renfroe know that they may not compel the Scruggses' response to questions that state, imply, or lay the foundation for accusations of criminal activity. They also know that they are not entitled to have the Scruggses answer questions that seek privileged information related to other clients and lawsuits. The Court has never granted these Defendants a blank check to harass the Scruggses at their depositions, and it should not do so now.

WHEREFORE, PREMISES CONSIDERED, non-parties Richard F. Scruggs and D. Zachary Scruggs respectfully request this Court to deny the relief sought in Defendant State Farm's Motions to Compel and award the reasonable expenses of defending the depositions and preparing this Response, including attorney fees. The Scruggses request such other relief as the Court deems

appropriate.

THIS, the 21st day of August, 2008.

Respectfully submitted,

RICHARD F. SCRUGGS AND ZACHARY SCRUGGS

/s/ Pope S. Mallette

J. CAL MAYO, JR. (MB NO. 8492)

POPE S. MALLETTE (MB NO. 9836)

PAUL B. WATKINS, JR. (MB NO. 102348)

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CERTIFICATE OF SERVICE

I, Pope S. Mallette, one of the attorneys for non-parties Richard F. Scruggs and D. Zachary Scruggs, hereby certify that I have this date electronically filed the foregoing document with the Clerk of the Court using the ECF system, which sent notification of such filing to all counsel of record.

THIS, the 21st day of August, 2008.

/s/ Pope S. Mallette
POPE S. MALLETTTE

DEPOSITION QUESTIONS ASKED TO ZACHARY SCRUGGS BY RENFROE

360. Q. I think I'll be able to do it from here and speak loud enough that everyone can hear me?

MR. MALLETTTE:

If it's not too much of an inconvenience, would you mind coming down here so I can see you and hear you better?

361. Q. Mr. Scruggs, how are you this afternoon? I'll withdraw the question.

MR. MALLETTTE:

He can't respond to pleasantries any more than others.

362. Q. For the record, I'm Hunter Twiford. I represent E.A. Renfroe & Company in this litigation. With me is Joe Walker, who is from Howard law firm, and he also represents E.A. Renfroe & Company. And let me start with the -- your first contact, if I can, with Cori and Kerri Rigsby. What is the date of your first contact or any member of Scruggs law firm with Cori or Kerri Rigsby?

CC
CFAA

363. Q. What is the date of your first contact or any member of the Scruggs law firm with Pat Lobrano?

CC
CFAA
DC

MR. MALLETTTE:

And I would object on attorney/client privilege because it may have been after that relationship had already begun. You can break your question down. **OM**

364. Q. Other than in the context of the Scruggs law firm representation of pat Lobrano in any Katrina-related claims, what was the first contact regarding Cori and Kerri Rigsby with Ms. Lobrano?

CC
CFAA
DC

365. Q. What was your first contact or the Scruggs law firm contact with Dr. Lobrano in a non-State Farm regarding his claim with State Farm, what was the first contact?

CC
CFAA
DC

MR. MALLETTTE:

I'm not sure I understand your question. Are you saying before -- how did they know them before they met him related to State Farm? I'm not understanding your question.

366. Q. Did you know Dr. Lobrano before he became a client of the Scruggs Katrina group?

CC
CFAA
DC

367. Q. Was Dr. Lobrano involved in any discussions with Cori or Kerri Rigsby and the Scruggs law firm, you or the Scruggs Katrina group regarding the Rigsby relationship with the Scruggs law firm, with the SKG?

CC
CFAA
DC

MR. MALLETTTE:

I object on attorney/client privilege and Work Product Doctrine grounds. **RIGS, OM**

368. Q. I'm going to, if I can, back up for half a second and I'm going to ask you -- so far you've asserted the Fifth Amendment privilege to every question that's come up other than your name, and that sounds to me like a blanket assertion or blanket refusal to respond to inquiries. And I'd like to ask you and your counsel whether you consider that a blanket referral -- I'm sorry, refusal, first.

MR. MALLETTTE:

No.

MR. MALLETTTE:

And I would object to that request and instruct him not to provide you that. He can provide that to the judge, if the judge requests or requires that information, but he's not required to answer your questions in a way that would divulge the very reason he's taking the fifth.

MR. MALLETTTE:

But no one is here -- and I assume the case you are reading from is a trial case where there's a judge there to make the determination. In this case, there isn't a judge sitting by to make the determination on a question by question basis. He can respond to that request if it comes to the court and provide that justification as appropriate.

MR. MALLETTTE:

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

MR. MARTIN

That's correct.

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

CC
CFAA
CD

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

CC
CFAA
DC

371. Q. Would you describe the circumstances, please?

CC
CFAA
DC

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

CC
CFAA
DC

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

CC
CFAA

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

CC
CFAA

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

CC
CFAA

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

CC
CFAA

MR. MALLETTTE:

And to the extent your question is asking about their employment and working on matters that are covered by Work Product Doctrine or attorney/client privilege, as an employee, the same objection would apply in those cases.

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

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

CC
CFAA

378. Q. Mr. Robie may have asked you this question in a slightly different way, but were the Rigsby sisters the, quote, highly placed insiders at State Farm, close quote, that were referenced in the press releases and in meetings with insurance Commissioner George Dale?

CC

MR. MALLETTTE:

I'd object on work product grounds. **OM, RIGS**

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

CC

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

CC

MR. MALLETTTE:

I object on attorney/client privilege, work product grounds. **RIGS, ATT, OM**

381. Q. Did they, In fact, tell the Scruggs law firm and the SKG about the E.A. Renfroe & Company inner workings as your employee or employees?

CC

MR. MALLETTTE:

And I object to the extent it seeks to invade the Work Product Doctrine and the attorney/client privilege 6789. **RIGS, ATT, OM**

382. Q. What did the Rigsby sisters as paid employees and litigation consultants of the Scruggs law firm and the SKG tell you about JAN A and jean Renfroe, individually?

MR. MALLETTTE:

And I object again as to attorney/client privilege and Work Product Doctrine. **RIGS, ATT, OM**
CC

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

CC

MR. MALLETTTE:

I object on attorney/client privilege and Work Product Doctrine grounds. **RIGS, ATT, OM**

MR. MALLETTTE:

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

384. Q. What specifically did the Rigsby sisters or either of them tell the Scruggs law firm or the SKG about the E.A. Renfroe involvement in the McIntosh reports, either the October 12th or the October 20th, 2005 reports, engineering reports?

CC

MR. MALLETTTE:

I object on attorney/client privilege and Work Product Doctrine grounds. **RIGS, ATT, OM**

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

CC

MR. MALLETTTE:

I object to the form. I object to attorney/client privilege and Work Product Doctrine invasion. **RIGS, ATT, OM**

MR. MALLETTTE:

Did you ask that after they had become clients and after they were employed? You didn't give a time frame for the question.

MR. MALLETTTE:

Same objection as to Work Product Doctrine. **ATT, RIGS, OM**

386. Q. Do you agree with me that the Rigsby sisters gave to the SKG and the Scruggs law firm, while acting as employees of the Scruggs law firm and the SKG, internal documents of Renfroe, including the employment agreement between the Renfroes and the Rigsbys?
CC

387. Q. Do you admit that during that same time frame and in that same capacity, the Rigsby sisters gave the SKG and the Scruggs law firm copies of the confidential Renfroe code of conduct, too? Correct?

MR. MALLETTTE:

I object to the form. Can you tell me, when you say during that time period, what time period.

MR. MALLETTTE:

Ask the question again, if you don't mind.

I'll try.

388. Q. During the time that the Rigsby sisters were acting as employees of the SKG and/or the K L G and while they were still employees of Renfroe, you'd agree with me, wouldn't you, that the Rigsby sisters gave to the SKG and K L G confidential Renfroe internal documents, including their code of conduct?

CC
CFAA

MR. MALLETTTE:

I object on Work Product Doctrine grounds and on attorney/client privilege grounds. **RIGS, ATT, OM**

389. Q. Did you subsequently use the Renfroe code of conduct as an attachment to and a claim within the McIntosh amended complaint?

CC
CFAA

390. Q. The initial complaint that was filed by McIntosh against State Farm did not include any claims against E.A. Renfroe & Company, did it?

CC

391. Q. Renfroe was added as a defendant in the First Amended Complaint, was it not?

CC

392. Q. Did the Rigsby cyst sisters acting during the time that they acted as employees of the SKG or the Scruggs law firm, give to the SKG or the Scruggs law firm any contracts between E.A. Renfroe & Company and State Farm?

CC

MR. MALLETTTE:

I object to the form and I object on attorney/client privilege and Work Product Doctrine grounds. **ATT, RIGS, OM**

393. Q. During the same time frame in which the Rigsby sisters are acting as employees of the SKG or the KLG, did they give to the SKG or to the Scruggs law firm the confidential payment schedules between state Farm and Renfroe?

CC

CFAA

MR. MALLETTTE:

Same objection as before, attorney/client privilege and Work Product Doctrine grounds. **ATT, RIGS, OM**

MR. MALLETTTE:

As well as to the form of the question.

MR. MALLETTTE:

It seems that your question implies that while they were employees, it ignores any existence of an attorney/client relationship, which was also on going at the same time. So that's the nature of the objection as to the extent it implies there was only one relationship. I think it misstates the relationship.

394. Q. Would you explain, please, for the court and the ladies and gentlemen of the jury exactly what the Scruggs law firm or the SKG was doing for the Rigsbys in terms of acting as their attorney? I'm not asking for any specific information about what you were advising them about or anything like that. What did they hire you to do?

CC

CFAA

MR. MALLETTTE:

I object on attorney/client privilege and Work Product Doctrine grounds. **RIGS**

395. Q. What was your understanding with respect to the representation of the Rigsby sisters by the SKG or the Scruggs law firm?

CC

CFAA

396.

Q. Was there a written agreement between the Scruggs law firm or the SKG and the Rigsby sisters relating to the attorney/client representation other than in the qui tam action?

CC

CFAA

397. Q. During the time that the Rigsby sisters acted as employees of the Scruggs law firm or the SKG, you would agree with me, wouldn't you, that they gave confidential information of Rigsby -- I mean, of the Renfroes, including a lives the Renfroe Adjusters who worked for State Farm or worked State Farm claims?

CC

MR. MALLETTTE:

Object to the form and object on attorney/client privilege and Work Product Doctrine grounds.

RIGS, ATT, OM

398. Q. And it's true, is it not, that the Rigsby sisters gave to the Scruggs law firm or the SKG confidential information regarding Renfroe's relationship with State Farm?

CC

MR. MALLETTTE:

Same objection as to form, attorney/client privilege and Work Product Doctrine. **RIGS, ATT, OM**

399. Q. Isn't it true that all of the information that you and the SKG and the Scruggs law firm obtained about Renfroe prior to amending your complaint in the McIntosh case to add Renfroe as a defendant was obtained solely through the Rigsby sisters, who were your paid litigation consultants at that time?

CC

MR. MALLETTTE:

Object as to form, attorney/client privilege and Work Product Doctrine grounds. **RIGS, OM, ATT, MAC**

400. Q. Isn't it true that all of the information that you and the Scruggs law firm and the Scruggs Katrina group obtained about Renfroe prior to filing the complaint in the shows case and adding Renfroe as a defendant in that case was obtained primarily or solely through the Rigsby sisters, your paid litigation consultants?

CC

MR. MALLETTTE:

I object as to form, attorney/client privilege, Work Product Doctrine, beyond the scope of these depositions. **RIGS, OM, ATT**

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

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

CC

MR. MALLETTTE:

I object as to form. I object on attorney/client privilege and Work Product Doctrine grounds and I also object as being beyond the scope of this deposition. **RIGS, OM, ATT**

402. Q. Isn't it true that all of the information that you and the SKG and the Scruggs law firm obtained about E.A. Renfroe & Company or about JANA and Jean Renfroe prior to your amending the complaint in the false claims act and qui tam action to add Renfroe, the company and JAN A and Gene Renfroe, individually, as defendants, was obtained as a result of information provided to you by the Rigsby sisters as your paid litigation consultants?

CC

MR. MALLETTTE:

I object on attorney/client privilege and Work Product Doctrine grounds, as well as to the form of the question. **RIGS, ATT, OM**

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

CC

MR. MALLETTTE:

Object to the form and I object on attorney/client privilege and work product grounds. **RIGS, OM, ATT, MAC**

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

CC

MR. MALLETTTE:

I object to the form of the question. I object on attorney/client privilege and Work Product

Doctrine grounds. **RIGS, OM, ATT, MAC, MIX**

405. Q. And isn't it true, Mr. Scruggs, that the claims that are made by the plaintiffs in the Shows case against E.A. Renfroe Company and against JANA and Gene Renfroe, individually, are based in large part on stolen document or documents that were stolen by the Rigsby sisters while acting as your litigation consultants from State Farm and from Renfroe.

CC

MR. MALLETTTE:

Object to the form. I object on attorney/client privilege grounds and I object on Work Product Doctrine grounds. **RIGS, OM, ATT**

406. Q. And isn't the same thing true that your amended complaints in the and any group cases, the 75 or so cases which Renfroe individually and JANA and Gene Renfroe were added as defendants my amendment were based, in whole or in part, on documents stolen by the Rigsby sisters from State Farm and from Renfroe while acting as Scruggs Katrina group or Scruggs law firm paid litigation consultants?

CC

MR. MALLETTTE:

Object to the form of the question. Object on the grounds of attorney/client privilege and Work Product Doctrine and I also object as beyond the scope of these depositions, as was the last question, which issue. But I interpose that objection, as I failed to timely object on that last well. **RIGS, OM, ATT**

407. Q. Isn't it true, Mr. Scruggs -

Q. I didn't let you answer. I'm anticipating your answer.

408. Q. Isn't it true, Mr. Scruggs, that the claims that have been made by the Rigsbys, themselves, as relators in the qui tam action are based, at least in part, on documents that they, themselves, stole from State Farm and from Renfroe while acting as paid litigation consultants of the Scruggs law firm or the SKG?

CC

MR. MALLETTTE:

I object as to form. I object on attorney/client privilege and Work Product Doctrine grounds. **RIGS, ATT, OM**

409. Q. And the SKG and the Scruggs law firm based claims in the McIntosh case on confidential information regarding Renfroe to which the Rigsbys were privy as Renfroe employees, which they then turned around and furnished to you or the SKG in violation

of their employment agreement with Renfroe; isn't that true?

CC

MR. MALLETTTE:

I object as to form, attorney/client privilege and Work Product Doctrine, as well as it seeks a legal conclusion from the witness. **RIGS, OM, ATT, MAC**

410. Q. And the claims against the -- or against Renfroe that are set out in McIntosh complaint, the conspiracy claims that Renfroe conspired with State Farm to miss adjust or under pay claims of clients of the Scruggs Katrina group, those claims are based primarily on this confidential information in the stolen documents that were furnished to you by the Rigsby sisters as paid consultants of the SKG or Scruggs law firm in the McIntosh case; isn't that correct?

CC

MR. MALLETTTE:

I object as to form. I object as to invasion of attorney/client privilege and Work Product Doctrine. **RIGS, OM, ATT, MAC**

411. Q. Mr. Scruggs, you knew, at all relevant times, that the Rigsby sisters, from the date of Hurricane Katrina through the date of the 20/20 program aired, during that time period, that the Rigsby sisters were employees of E.A. Renfroe & Company. You knew that, didn't you?

CC

CFAA

412. Q. And you knew, prior to entering into an attorney/client relationship with the Rigsby sisters, that they were employees of E.A. Renfroe & Company, did you not?

CC

CFAA

413. Q. And you knew, prior to entering into an attorney/client relationship with the Rigsby sisters, that they were -- they had a written employment agreement with E.A. Renfroe & Company, did you not?

CC

CFAA

MR. MALLETTTE:

Object on attorney client privilege grounds. **RIGS**

MR. MALLETTTE:

Well by answering the question of what he knew about them that he only could have gotten from them, you discover the nature of those conversations. If he were to answer no, I learned it later,

then you've got an answer that invades attorney/client privilege. So I think the question potentially invades the attorney/client privilege.

414. Q. You knew, prior to the time that the Scruggs Katrina group entered into an employment contract with the Rigsby sisters that they were employees of E.A. Renfroe & Company, did you not?

CC
CFAA

MR. MALLETTTE:

Object as to attorney/client privilege and Work Product Doctrine. **RIGS**

415. Q. You also knew, prior to the time that you entered into by you, I mean the Scruggs Katrina group or the Scruggs law firm entered into an employment agreement with the Rigsby sisters that they had the written employment contract with E.A. Renfroe & Company, did you not?

CC
CFAA

MR. MALLETTTE:

Again, objection as to attorney/client privilege and Work Product Doctrine invasion. **RIGS**

416. Q. As a matter of fact, you obtained copies of these written agreements from the Rigsby sisters, did you not?

CC
CFAA

MR. MALLETTTE:

I object on attorney/client privilege and Work Product Doctrine grounds. **RIGS**

417. Q. You were aware that E.A. Renfroe & Company had adopted a written code of conduct which the Rigsby sisters signed as employees of E.A. Renfroe & Company prior to the time that you entered into an attorney/client relationship with the Rigsbys, did you not?

CC
CFAA

MR. MALLETTTE:

I object as to attorney/client privilege. **RIGS**

418. Q. You are also aware that the E.A. Renfroe & Company had a written code of conduct which the Rigsby sisters had signed prior to your entering into an employment agreement with the Rigsby sisters, were you not?

CC

CFAA

MR. MALLETTTE:

And I object on attorney/client Work Product Doctrine grounds. **RIGS**

419. Q. You -- and by you, again, I mean the Scruggs law firm, Scruggs Katrina group, had obtained a copy or copies of codes of conduct executed by Cori and Kerri Rigsby, had you not?

CC

CFAA

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

CC

CFAA

MR. MALLETTTE:

I object on attorney/client privilege grounds. **RIGS**

421. Q. And prior to the time that you entered into -- by you, I mean the Scruggs law firm or the Scruggs Katrina group had entered into an employment agreement with the Rigsby sisters to be your paid litigation consultants, you had obtained a copy of the code of conduct that had been signed by the Rigsby sisters, the code of conduct between E.A. Renfroe and Rigsbys and signed by them, had you not?

CC

CFAA

MR. MALLETTTE:

I object on attorney/client privilege and Work Product Doctrine. **RIGS**

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

CC

CFAA

MR. MALLETTTE:

Object to the form of the question.

423. Q. Let me be more specific as to time. Prior to the Scruggs Katrina group filing the amended complaint in McIntosh, you were aware at that time of the documents that the

Rigsbys had obtained from State Farm -- I'm sorry, not from State Farm, just from Renfroe were confidential and proprietary. You were aware of that, were you not?

CC
CFAA

MR. MALLETTTE:

I object on attorney/client privilege and Work Product Doctrine grounds. **RIGS, MAC**

424. Q. And, yet, you and the Scruggs law firm and Scruggs Katrina group encouraged the Rigsbys to take these documents that they had stolen from Renfroe, their employer, and to give them to you prior to the filing of the McIntosh amended complaint, did you not?

CC
CFAA
ZS

MR. MALLETTTE:

I object to the form and on attorney/client and work product basis. **MIX, MAC, RIGS, OM**

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

CC
CFAA

MR. MALLETTTE:

I object to the form. I object on attorney/client privilege and Work Product Doctrine grounds. **MIX, MAC, RIGS, OM**

426. Q. Yet, you encouraged the Rigsbys to tell you everything about Renfroe and JANA and Gene Renfroe and their relationship with State Farm in violation of the employment agreement, did you not?

CC
CFAA

427. Q. And you paid them for these documents by making them paid litigation consultants, did you not?

CC
CFAA
DC

MR. MALLETTTE:

I object to the form, work product and attorney/client privilege. **RIGS**

428. Q. What were the Rigsbys' specific duties as your paid litigation consultants?
CC
CFAA
DC

429 Q. Were they required to maintain specific office hours as your paid litigation consultants?
CC
CFAA
DC

430. Q. What specific tasks were the Rigsby sisters assigned to do, as far as Renfroe was concerned, prior to the 20/20 program?
CC
CFAA
DC

MR. MALLETTTE:

I object on work product and attorney/client privilege grounds.

431. Q. What were the specific tasks were the Rigsby sisters assigned to do as your paid litigation consultants prior to the airing of the 20/20 program?
CC
CFAA
DC

MR. MALLETTTE:

I object on attorney/client privilege and Work Product Doctrine grounds. **OM, ATT**

432. Q. Are there in existence any notes between the Rigsby sisters as litigation consultants of the SKG or the Scruggs law firm and members of the Scruggs law firm or the SKG? Are there any in existence?
CC
CFAA
DC

MR. MALLETTTE:

I'm sorry. Can you ask that again?

433. Q. Are there any notes in existence between the Scruggs law firm or the SKG or any members and the Rigsby sisters in their capacity as paid litigation consultants of the SKG or the Scruggs law firm?
CC

CFAA
DC

MR. MALLETTTE:

I object on attorney/client privilege and Work Product Doctrine. **OM, ATT**

434. Q. Are there any memos or other writings between the Rigsby sisters in their capacity as paid litigation consultants and members of the SKG or the Scruggs law firm?

CC
CFAA
DC

MR. MALLETTTE:

I object on attorney/client privilege and Work Product Doctrine grounds. **OM, ATT**

435. Q. Assuming that there are notes and memos for the purpose of this question, what is the current location of any notes, statements, memos between the Scruggs law firm, the SKG and the Rigsby sisters?

CC
CFAA
DC

MR. MALLETTTE:

I object to the form of the question and I object on attorney/client privilege and Work Product Doctrine grounds. **OM, ATT**

436. Q. How long were the Rigsby sisters paid their \$150,000 per year consultant fees?

CC
CFAA
DC

437. Q. Boo whom were the Rigsby sisters paid the 150 ought \$00 consulting fees?

CC
CFAA
DC

438. Q. Did the Scruggs law firm issue any checks to either Kerri or Cori Rigsby as payment of any portion of the \$150,000 per annum litigation consultant fees?

CC
CFAA
DC

439. Q. Did any other member of the SKG issue any checks to either Cori or Kerri Rigsby as

any portion of the consideration their \$150,000 per year consideration as paid litigation consultants?

CC
CFAA
DC

440. Q. Did the nut law firm or David Nutt reimburse the Scruggs law firm any amounts that had previously been paid to the Rigsby sisters as litigation consultants?

CC
CFAA
DC

MR. MALLETTTE:

I object as beyond the scope of discovery in this case.

441. Q. Or did the nut law firm pay the Rigsbys directly?

CC
CFAA
DC

MR. MALLETTTE:

Same objection as beyond the scope of this deposition.

442. Q. Are the financial records relative to payment of the Rigsby sisters currently maintained as the Scruggs law firm offices?

CC
CFAA
DC

443. Q. Did anyone else in the Scruggs Katrina group besides the Scruggs law firm or members of the Scruggs law firm approve the payments of any fees or expenses to the Rigsby sisters as paid litigation consultants?

CC
CFAA
DC

444. Q. Were the Rigsbys employees of the SKG or were they independent contractors of the SKG to the extent that you can answer that question?

CC
CFAA
DC

445. Q. Were the paychecks to them gross or net?

CC
CFAA
DC

446. Q. Did the Scruggs law firm or the SKG withhold taxes or social security from any of the payment checks to the Rigsby sisters?

CC
CFAA
DC

447. Q. Did anyone involved in the Scruggs law firm or the Scruggs Katrina group make or guarantee any loans to either of the Rigsby sisters?

CC
CFAA
DC

MR. MALLETTTE:

I object on attorney client privilege and Work Product Doctrine grounds. **RIGS**

448. Q. Let me modify it slightly and say, Scruggs Katrina group make or guarantee any loans made to either of the Rigsby sisters in their capacity as paid litigation consultants of the SKG?

CC
CFAA
DC

MR. MALLETTTE:

I object to the form of the question and I raise the attorney/client privilege and Work Product Doctrine. **RIGS**

449. Q. I believe that we heard previously that the Scruggs Katrina group furnished laptop computers to the Rigsby sisters, and it's true, isn't it?

CC
CFAA
DC

450. Q. Where are those computers now?

CC
CFAA
DC

451. Q. Are those computers secure at this stage?

CC
CFAA
DC

452. Q. Mr. Robie asked you several questions about using the Scruggs law firm or Scruggs Katrina group computers -- I'm sorry, to use the State Farm computers to download information. You are aware, are you not, that the Rigsby sisters also used computers furnished by the Scruggs law firm or the Scruggs Katrina group to download confidential information, are you not?

CC
CFAA
DC

MR. MALLETTTE:

And I object to the form of the question.

453. Q. You are aware, are you not, Mr. Scruggs, that the Rigsby sisters used laptop computers furnished by the Scruggs Katrina group or the Scruggs law firm to transfer Renfroe and State Farm files from their State Farm laptops to the laptops furnished by the Scruggs Katrina group, are you not?

CC
CFAA
DC

454. Q. I believe you also -- or Mr. Robe I asked questions and the Rigsby sisters had testified previously that the Scruggs Katrina group furnished cell phones to each of them. That is true, is it not?

CC
DC

455. Q. Were there any restrictions placed by the Scruggs Katrina group on the use of those cell phones?

CC
DC

MR. MALLETTTE:

And I raise the Work Product Doctrine defense. **RIGS, ATT, OM**

456. Q. Who currently has possession of the billing records for those cell phones?

CC
DC

457. Q. It's a fair statement, is it not, Mr. Scruggs, that the Scruggs Katrina group would have possession -- or the Scruggs law firm would have possession of those billing records among its other records, is it not?

CC
DC

MR. MALLETTTE:
I object to the form.

458. Q. Where are those billing records currently located?

CC
DC

459. Q. Who was the carrier for those cell phones that were furnished by the Scruggs Katrina group to the Rigsby question?

CC
DC

460. Q. Would you tell me the cell for number for Cori Rigsby's cell phone that was furnished to her by the Scruggs Katrina group?

CC
DC

461. Q. Would you tell me the cell phone number of the cell phone that was furnished by the Scruggs Katrina group to Kerri Rigsby?

CC
DC

462. Q. Is it your understanding -- or it is your understanding, is it not, Mr. Scruggs, that the Katrina litigation group, the successor to the Scruggs Katrina group, has discontinued payments to the Rigsby sisters? That's true, is it not?

CC
CFAA
DC

MR. MALLETTTE:
And I object. It's beyond the scope of this deposition.

463. Q. Are you or any member or former member of the Scruggs law firm currently paying any portion of the former fees as litigation consultants to either Cori or Kerri Rigsby, currently?

CC
CFAA

DC

MR. MALLETTTE:

And, again, I object as beyond the scope of this deposition.

464. Q. Are you or any member or former member of the Scruggs law firm currently making any payments whatsoever to the Rigsby sisters for their work that was done as litigation consultants?

CC

CFAA

DC

MR. MALLETTTE:

I object as beyond the scope of this deposition.

465. Q. Is my understanding correct that the Scruggs law firm is currently shutdown, it's not doing business?

CC

CFAA

DC

466. Q. How long do you intend to continue to pay the Rigsby sisters these litigation consultant fees and expenses in the future?

CC

CFAA

DC

MR. MALLETTTE:

Object to the form of the question.

467. Q. Was there any attorney/client relationship between the Scruggs law firm and the SKG and the Rigsby sisters as relates to the McIntosh case?

CC

CFAA

468. Q. Is there any attorney/client relationship between the Scruggs law firm, the SKG or the Rigsby sisters as relates to the shows lawsuit?

CC

CFAA

469. Q. Is there any attorney/client relationship between the Scruggs law firm and the Rigsby sisters as relates to any of the 178 and any group cases?

CC

CFAA

470. Q. Is there any attorney/client relationship between the Scruggs law firm or the SKG and the Rigsby sisters as relates to the Willis versus State Farm lawsuit?

CC

CFAA

471. Q. Is there any attorney/client relationship between the Scruggs law firm or the SKG and the Rigsby sisters as relates to the Renfroe V Rigsby litigation in Alabama?

CC

CFAA

MR. MALLETTTE:

And I object as beyond the scope of the deposition.

472. Q. Is there currently any attorney/client relationship between the Scruggs law firm or the SKG or any member of the SKG and the Rigsby sisters as relates to the false claims act qui tam case?

MR. MALLETTTE:

Hunter, can you ask that again, please?

473. Q. Is there currently any attorney/client relationship between any members of the Scruggs law firm, the SKG or any member of the SKG and the Rigsby sisters as relates to the false claims act qui tam litigation?

CC

CFAA

MR. MALLETTTE:

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

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

CC

CFAA

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

CC

CFAA

Mr. Scruggs, just to clarify one matter. Without the information that the Scruggs Katrina Group and Katrina - I'm sorry, the Scruggs Law Firm received from the Rigsbys that was stolen from

the Renfroes, you could not have maintained the McIntosh case against the Renfroe company, could you?

CC
CFAA

MR. MALLETTTE:

I object to the form. I object on attorney/client privilege and Work Product Doctrine grounds. **RIGS, OM, ATT, MAC**

476. Q. And without the information that was stolen by the Rigsby sisters from Renfroe and given to the Scruggs law firm and the Katrina litigation group in their capacity as a -- as litigation consultants am putting quotes around that -- you could not have maintained the claims against E.A. Renfroe & Company or JAN A and Gene Renfroe in the shows case, could you?

CC
CFAA

MR. MALLETTTE:

I object to the form. I object on attorney/client privilege and Work Product Doctrine grounds and I object as beyond the scope of this deposition. **RIGS, OM, ATT**

477. Q. Without the confidential Renfroe information stolen by the Rigsby sisters in their capacity as litigation consultants and given to the Scruggs law firm and Scruggs Katrina group, you could not have maintained any claims against E.A. Renfroe & Company or JAN A and Gene Renfroe, individually, in any of the and any group cases, could you?

CC
CFAA

MR. MALLETTTE:

Same objection as I raised in the last question. **RIGS, OM, ATT**

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

CC
CFAA

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

CC
CFAA

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

CC

CFAA

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

CC
CFAA

482. Q. In fact, Mr. Scruggs, those agreements were for an indefinite period of time, were they not?

CC
CFAA

483. Q. And as an attorney, Mr. Scruggs, did you consider the necessity of the agreement between the Rigsby sisters and the Scruggs law firm or the SKG as litigation consultants to have been in writing?

CC
CFAA

MR. MALLETTTE:

And I object to the form of the question.

484. Q. Did you advise Cori and Kerri Rigsby, in their capacity as litigation consultants, of the Mississippi statute of frauds and the necessity that any contract for an indefinite duration be in writing?

CC
CFAA

MR. MALLETTTE:

I object to the form of the question on attorney/client privilege and work doctrine grounds.

RIGS, ATT

485. Q. Did you ever advise Cori and Kerri Rigsby that they ought to consult with independent counsel and obtain the advice of independent counsel as to the terms and conditions of the agreement as litigation consultants or the enforceability of that contract?

CC
CFAA

MR. MALLETTTE:

I object on attorney/client privilege and Work Product Doctrine grounds. **RIGS, ATT**

486. Q. You agreed, did you not, on behalf of the Katrina litigation group, to pay any and all of Cori and Kerri Rigsby's legal bills, did you not?

CC

CFAA

MR. MALLETTE:

I object to the form and I object as beyond the scope of this deposition.

487. Q. Would you list each law firm that was hired to represent Cori and/or Kerri Rigsby in any litigation arising out of their employment by E.A. Renfroe & Company and their assignment by Renfroe to adjust Hurricane Katrina related claims for State Farm?

MR. MALLETTE:

Hunter, may I ask that you read that question again or ask it again.

488. Q. Would you list each and every law firm that was hired to represent either Cori or Kerri Rigsby in any litigation arising out of their employment by E.A. Renfroe & Company and their assignment by Renfroe to adjust Hurricane Katrina-related claims for State Farm?

CC

CFAA

MR. MALLETTE:

I object to the form.

489. Q. Who selected the battle flea nor firm in Birmingham to represent the Rigsby sisters?

CC

CFAA

490. Q. Would you describe all prior contacts or associations between the Scruggs law firm or members of the Scruggs law firm in the battle flea nor law firm in Birmingham? And by prior, I mean prior to the -- let's say Hurricane Katrina, the date of Hurricane Katrina?

CC

CFAA

MR. MALLETTE:

I object on Work Product Doctrine grounds, attorney client privilege grounds potentially, given the scope of the question, I object to the form of the question. **OM**

491. Q. Describe all prior contacts or associations or relationships between the Scruggs law firm, the Scruggs Katrina group and battle flea nor law firm post Hurricane Katrina, between Hurricane Katrina and today.

CC

CFAA

MR. MALLETTE:

Same objection as I raised the last question. **OM**

492. Q. Will you list for me each and every case by name, jurisdiction in which battle flea nor or Bob Battle or Harlan Winn were employed by you or SKG to represent the Rigsby sisters?

CC
CFAA

MR. MALLETTTE:

I object to the form of the question.

493. Q. Did you or the Scruggs law firm or the SKG sign an agreement to pay any or all of Cori and Kerri Rigsbys' legal bills from bat Mr. Flea nor for legal services rendered?

CC
CFAA

494. Q. Have you or the Scruggs law firm or the SKG paid any or all of those bills to date?

CC
CFAA

495. Q. What's the total amount that's been paid to the Battle Fleenor law firm on behalf of the Rigsbys?

CC
CFAA

496. Q. What's the current arrangement between the Scruggs law firm or the SKG and Battle Fleenor regarding continued representation of the Rigsbys?

CC
CFAA

MR. MALLETTTE:

I object to the form of the question and on beyond the scope of this deposition.

497. Q. Did you inform the attorneys at Battle Fleenor that the Rigsbys were SKG clients in a separate relationship?

CC
CFAA

MR. MALLETTTE:

Object to the form of the question.

498. Q. Did you inform the attorneys at Battle Fleenor that the Rigsbys were employees, paid

litigation consultants of the Scruggs Katrina group?

CC
CFAA

499. Q. What instructions did you give to Battle Fleenor regarding disclosure of those relationships? First, the attorney/client relationship?

CC
CFAA

MR. MALLETTTE:

Object to the form of the question.

500. Q. Is there any joint representation agreement or joint defense agreement related -- between Scruggs law firm, SKG and Battle Fleenor regarding their representation of the Rigsbys?

CC
CFAA

501. Q. Do you personally have any agreement with Cori or Kerri Rigsby regarding their current counsel, Battle Fleenor, and current future payments made to them?

CC
CFAA

MR. MALLETTTE:

And I again object, beyond the scope of this deposition.

502. Q. Lieu selected the Zuckerman Spaeder law firm in Washington to represent the Rigsby sisters?

CC
CFAA

MR. MALLETTTE:

And I object on attorney/client privilege and Work Product Doctrine grounds. **RIGS, ATT**

503. Q. Would you describe all prior relationships, say, for the last five years, between Scruggs law firm, any member of Scruggs law firm any Zuckerman Spaeder law firm, other than representation of the Rigsby sisters?

CC
CFAA

MR. MALLETTTE:

I object on Work Product Doctrine grounds, potentially, and attorney/client privilege grounds, based on the scope of your question. **OM**

504. Q. It's true, is it not, Mr. Scruggs, that the Zuckerman Spaeder firm does not represent any Hurricane Katrina policy -State Farm policyholders in any litigation In Mississippi? That's true, is it not?

CC
CFAA

505. Q. Would you list each and every case by name and jurisdiction in which Zuckerman Spaeder or Bill Taylor or Michael Smith, with both of whom were with the Zuckerman Spaeder firm, were employed by you, the Scruggs law firm or the Scruggs Katrina group to represent the Rigsby sisters?

MR. MALLETTTE:

I'm sorry that's another one I need you to give me again, Hunter.

506. Q. Basically, list each case in which they've been employed to represent Zuckerman Spaeder has been employed to represent the Rigsby sisters.

CC
CFAA

507. Q. Did you or the Scruggs law firm or any member there of or anyone of the SKG enter into any written agreement with Zuckerman Spaeder to pay any or all Cori or Kerri Rigsby's legal bills?

CC
CFAA

508. Q. Have you or the SKG or any member of the Scruggs law firm paid any portion of those bills?

CC
CFAA

509. Q. What is the total amount that's been paid by Scruggs Katrina group, Scruggs law firm or you or any member there of to Zuckerman Spaeder on behalf of Cori or Kerri Rigsby for legal representation to date?

CC
CFAA

MR. MALLETTTE:

And I object as beyond the scope of this deposition.

510. Q. Are there any current agreements between Scruggs law firm, SKG and Zuckerman Spaeder relating to the representation of the Rigsby sisters?

CC

CFAA

MR. MALLETTTE:

I object to the form and to the extent it seeks a legal conclusion.

511. Q. Did you inform the attorneys at Zuckerman Spaeder that the Rigsbys were clients of the Scruggs Katrina group in certain matters?

CC

CFAA

512. Q. Did you inform any of the attorneys at Zuckerman Spaeder that the Rigsbys were paid litigation consultants of the SKG or the Scruggs law firm?

CC

CFAA

513. Q. What instructions, if any, did you or the Scruggs law firm or the Scruggs Katrina group give to the attorneys at Zuckerman Spaeder regarding a disclosure of these relationships?

CC

CFAA

MR. MALLETTTE:

I object on attorney/client privilege and Work Product Doctrine grounds. **RIGS, ATT**

514. Q. Do you personally have any agreements with I or Kerri Rigsby regarding Zuckerman Spaeder payments that are outstanding?

CC

CFAA

515. Q. Who selected the Bartimus Frickleton Robertson going firm in Missouri to represent Cori and Kerri Rigsby in the qui tam action?

CC

CFAA

MR. MALLETTTE:

I object on attorney/client privilege and work product doctrine grounds. **RIGS, ATT**

516. Q. Would you please describe all prior contacts or association or relationship between any of the attorneys at Bart I must Frickleton, Chip Robertson, marry Dewitt, Tony Mary winters, between any of them or he Scruggs law firm or the Scruggs Katrina group, any prior relationships or associations?

CC

CFAA

MR. MALLETTTE:

I object to the form. I object it invades the attorney/client privilege and the Work Product Doctrine, given the breadth of the question. **OM, RIGS**

517. Q. It's true, is it not, Mr. Scruggs, that Chip Robertson was associated by the SKG to argue days he's in the Fifth Circuit?

CC
CFAA

518. Q. Would you describe all relationships between any members of Bartimus Frickleton and other members of the SKG besides the Scruggs law firm?

CC
CFAA

MR. MALLETTTE:

I object as beyond the scope of this deposition.

519. Q. Would you list each and every case by name and jurisdiction in which Bartimus Frickleton or any of their attorneys were employed by you -- employed or associated by you, the Scruggs law firm or the Scruggs Katrina group to represent the Rigsby sisters?

CC
CFAA

MR. MALLETTTE:

Again, I object as beyond the scope of this deposition and as harassing beyond what he could be expected to answer at a deposition.

520. Q. Did you or the SKG or any member of Scruggs law firm sign any agreements with any of the members of barber sprinkle ton regarding the payment of any fees or expenses related or incurred by -- or related to Cori or Kerri Rigsby?

CC
CFAA

521. Q. What's the current arrangement between the Scruggs law firm, the SKG or any members there of and Bart us Frickleton Bartimus Frickleton related to the qui tam action?

CC
CFAA

522. Q. Is there an agreement that Bartimus Frickleton may be entitled to recovery of quantum meruit fees or fees on a quantum meruit basis to the best of your knowledge?

CC

CFAA

MR. MALLETTTE:

And being redundant as to the documents before and I join in your objection.

523. Q. What arrangement is there between the Scruggs law firm and the SKG and Bartimus Frickleton as to their entitlement to recover any portion of expenses from the qui tam action?

CC

CFAA

524. Q. What is your understanding of -- or, I'm sorry, who selected the Bartle, Marcus Graves law firm in Missouri to represent the Rigsby sisters in any respect?

CC

CFAA

MR. MALLETTTE:

I object on attorney/client privilege and Work Product Doctrine grounds. **RIGS, ATT**

525. Q. Would you describe all prior contacts, associations, relationships between the Scruggs law firm, the Scruggs Katrina group and any members of the -- I'm sorry, the Bartle, Marcus, Graves firm and specifically including Todd Graves?

CC

CFAA

MR. MALLETTTE:

I object to the form of the question and I -- I object to the form of the question.

526. Q. Could you describe all prior relationships between the Bartle, Marcus form and other members of the SKG to the extent that you have knowledge of those?

CC

CFAA

MR. MALLETTTE:

Same objection to the form of the question.

527. Q. Would you list each and every case by name and jurisdiction in which the Bartle, Marcus, Graves firm or any members of that firm were employed by you or the SKG to represent the Rigsby sisters?

CC

CFAA

MR. MALLETTTE:

And I object to the form of the question.

528. Q. Did you sign any agreements individually or on behalf of the SKG to pay any or all of Cori or Kerri Rigsby's bills from Bartle, Marcus Graves?

CC
CFAA

529. Q. Have you paid any bills to Bartle, Marcus, Graves firm? And to the extent that I have misstated the name of the firm, I've seen Bartle, Marcus Graves?

CC
CFAA

530. Q. Did you inform any of the attorneys at Todd Graves' law firm that the Rigsby sisters were clients of the SKG in other matters besides the qui tam action?

CC
CFAA

MR. MALLETTTE:

I object to work product and attorney/client grounds. **RIGS, ATT**

531. Q. Did you inform the attorneys at that law firm that the Rigsbys were paid litigation consultants of the Scruggs law firm or the SKG?

CC
CFAA

MR. MALLETTTE:

Same objection as to attorney client privilege and Work Product Doctrine. **RIGS, ATT**

532. Q. Do you personally have any agreements with Cori and Kerri Rigsby regarding payments to the Bartle, Marcus, Graves law firm?

CC
CFAA

533. Q. And have you paid any monies or has the Scruggs law firm paid any monies to the Bartle, Marcus; Graves law firm on behalf of the Rigsbys in the qui tam action?

CC
CFAA

MR. MALLETTTE:

I object as beyond the scope of this deposition.

534. Q. Mr. Scruggs, as part of the employment agreement with the Rigsby sisters, one of the benefits that was given to them, was it not, that the Scruggs law firm agreed to indemnify

Cori and Kerri Rigsby from any and all damages, including legal expenses, attorneys' fees and costs or monetary damages arising out of the employment by you or the Scruggs law firm or the SKG or their adjustment of Hurricane Katrina cases as adjusters for State Farm? Is that true?

CC
CFAA
DC

535. Q. Would you please describe for the court the terms and conditions of the indemnity agreement with Cori and Kerri Rigsby?

CC
CFAA
DC

MR. MALLETTTE:
Object to the form.

536. Q. Is Dick Scruggs personally an indemnitor under that agreement?

CC
CFAA
DC

MR. MALLETTTE:
I object to the form and it's beyond the scope of this deposition.

537. Q. Are you personally, Mr. Scruggs, are you, Zach Scruggs, an indemnitor of that agreement?

CC
CFAA
DC

MR. MALLETTTE:
I object to the form and I object as beyond the scope of this deposition.

538. Q. In fact, the Scruggs law firm, itself, as well, as an indemnitor of the Rigsby sisters, was it not?

CC
CFAA
DC

MR. MALLETTTE:
Object to the form and object as beyond the scope of this deposition.

539. Q. And your aware, are you not, Mr. Scruggs, that John Kecker, who is representing your father, I believe, in the criminal action, represented to judge Acker in the Renfroe V Rigsby Alabama litigation at a December 14th, 2007 hearing that he was indemnifying the Rigsby sisters in the Renfroe V Rigsby case in all of its aspects; is that correct?

CC
CFAA
DC

MR. MALLETTTE:

I'll object to the form again and ask what does this have to do with the deposition he was subpoenaed to regarding documents produced?

MR. MALLETTTE

I object to the form of the question as beyond the scope of the deposition.

540. Q. This is a copy, Mr. Scruggs, of an August 6th, 2007 e-mail from you to Michael Kunzelman at AP. The REline is story, and there's an attachment, false claims act, First Amended Complaint, dot, dot. And I'll ask you if you will take a look at that for a second. The first paragraph reads, thanks, Mike. That seems accurate to me. Since you added something about Birmingham, you may want to consider also putting something in about the complaint also suing Renfroe for retaliating against the Rigsbys by filing that injunction against them in Alabama. Did I read that accurately?

CC
DC

MR. MALLETTTE:

I object to the form of the question.

541. Q. I apologize. Is that a true and correct copy of the e-mail you sent to Michael sons will man on Monday, August 6th, 2007?

CC
DC

542. Q. Mr. Scruggs, is the indemnification by the Scruggs law firm and the SKG of the Rigsby sisters still in full force and effect?

CC
CFAA

MR. MALLETTTE:

Object to the form.

543. Q. Is that in the McIntosh case?

CC

CFAA

MR. MALLETTTE:

Object to the form.

544. Q. Do you have an agreement to indemnify the Rigsby sisters as a result of the Shows case?

CC

CFAA

MR. MALLETTTE:

I object to the form and outside the scope of this deposition

546. Q. Does the indemnification also flow to the and any group cases?

CC

CFAA

MR. MALLETTTE:

Object to the form and I object as beyond the scope of this deposition?

547. Q. Is that indemnification agreement in writing?

CC

CFAA

MR. MALLETTTE:

Object to the form.

548. Q. You, as an attorney, your aware, are you not, of the provisions of the Mississippi statute of frauds regarding indemnification?

CC

CFAA

549. Q. You were also acting at the attorney for Cori and Kerri Rigsby, were you not?

CC

CFAA

MR. MALLETTTE:

Object to the form.

550. Q. Did you advise Cori and Kerri Rigsby about the statute of frauds and as a result any indemnification agreement might have to be in writing in order to comply?

CC

CFAA

MR. MALLETTTE:

I object to attorney work product grounds as well as to the form of the question. **RIGS, OM, ATT**

551. Q. I don't believe she knew you actually answering the last question, and that was did you advise Cori and Kerri Rigsby about the Mississippi statute of frauds, and that as a result of that, that any indemnification agreement might have to be in writing in order to be valid and enforceable?

CC
CFAA

MR. MALLETTTE:

I object to the form as to attorney/client privilege and Work Product Doctrine, as well. **RIGS, OM, ATT**

552. Q. How much has been paid to anyone to date under the indemnification agreement in which the Scruggs law firm or the Scruggs Katrina group agreed to indemnify Cori and Kerri Rigsby?

CC
CFAA

MR. MALLETTTE:

I object to the form.

553. Q. To whom have any amounts been paid under the indemnification agreement?

CC
CFAA

MR. MALLETTTE:

Object to the form.

554. Q. And by whom were any amounts paid under the indemnification agreement under which the Scruggs law firm or the SKG agreed to indemnify Cori and Kerri Rigsby?

CC
CFAA

MR. MALLETTTE:

Object to the form.

555. Q. Mr. Scruggs, are you a party, personally, to the lawsuit brought against the Zuckerman Spaeder law firm regarding attorney's fees?

CC
CFAA

MR. MALLETTTE:

Object to the form and object as beyond the scope of discovery.

MR. MALLETTTE:

In this deposition.

556. Q. There's a date of first contact of anyone with the Scruggs law firm or the SKG with Chris and Pam McIntosh?

WV

557. Q. You are aware, Mr. Scruggs, that the McIntoshes were previously represented by other counsel?

WV

MR. MALLETTTE:

I object on attorney/client privilege grounds. **MAC**

558. Q. Are there any agreements between the Scruggs law firm or the SKG with McIntosh's former counsel?

WV

CC

559. Q. Now, the McIntoshes were actually included in a prior settlement with State Farm, were they not?

MR. MALLETTTE:

Same objections. **MAC, OM**

CC

CFAA

WV

560. Q. As matter of fact, Dick Scruggs and the Scruggs litigation group -- I'm sorry, the Scruggs law firm were actually responsible for allocations of amounts due each plaintiff from the gross proceeds of the settlement of that claim, were they not?

WV

MR. MALLETTTE:

Object to the form.

561. Q. Isn't it true that Dick Scruggs and the McIntoshes had entered into an agreement that they would receive net proceeds of \$1.4 million from that settlement?

WV

CC

MR. MALLETTTE:

Object to the form.

562. Q. Ant reason that was going to be a net figure, Mr. Scruggs, is because the attorney's fees were going to be paid separately, correct?

WV

CC

MR. MALLETTTE:

Object to the form.

563. Q. And it's true that the McIntoshes opted out of that settlement, even though initially State Farm was informed that they would be included?

WV

CC

MR. MALLETTTE:

Object to the form.

564. Q. And it's true, isn't it, Mr. Scruggs, that the Scruggs law firm has -- or members of the Scruggs law firm have personally guaranteed Mr. and Mrs. McIntosh that they would receive at least that amount from the current lawsuit?

WV

MR. MALLETTTE:

Object to the form, attorney/client privilege and Work Product Doctrine. **MAC**

565. Q. And that if they receive less than that at any trial, that the Scruggs law firm or the members of the Scruggs law firm would personally make up the difference?

WV

MR. MALLETTTE:

Same objections as the last question. **MAC**

566. Q. Was there any contact between the Scruggs law firm or the SKG with the McIntoshes prior to the 20/20 -- airing of the 20/20 program 1234?

WV

567. Q. Did the Scruggs law firm or the SKG initiate the contact with the McIntoshes?

WV

568. Q. Scruggs law firm, Scruggs Katrina group have now withdrawn from the representation of the McIntoshes; is that correct?

WV

569. Q. What prior contacts or agreements did the Scruggs law firm or any member of the SKG have with the Merlin law group?

MR. MALLETTTE:

Object to the form, attorney/client privilege and potentially Work Product Doctrine, given the scope of the question. **MAC, ATT**

CC

570. Q. What agreements regarding the division of fees or the expenses does the Scruggs law firm or the SKG currently have with the Merlin law group, the current counsel for the McIntoshes?

WV

571. Q. Are the -- is the Scruggs law firm or are the members of the SKG entitled to any quantum meruit fees from the -- for work previously performed in the McIntosh case?

WV

CC

MR. MALLETTTE:

Object to the form and to the extent it seeks a legal conclusion from the witness.

572. Q. Is there any agreement between the Scruggs law firm or the SKG and the Merlin law group regarding reimbursement of expenses in the McIntosh lawsuit?

CC

WV

573. Q. What arrangements, to the best of your knowledge, does the KLG, the Katrina litigation group, the successor to the Scruggses litigation group, have with the Merlin law firm as to fees and expenses in the McIntosh case?

CC

574. Q. Has the Scruggs law firm ever been associated with any previous cases not Katrina-related cases with the Merlin law firm?

CC

575. Q. Has any member of the Katrina litigation group been associated with the Merlin law firm on any non-Katrina-related cases?

CC

576. Q. Do you have any personal knowledge as to whether the Merlin law group has ever referred to any cases to the Scruggs law firm or any members of the SKG?

CC

577. Q. Did the Scruggs law firm or any members there of or of the Katrina litigation group recommend the Merlin law group to the McIntoshes as substitute counsel?

MR. MALLETTTE:

I object on attorney/client privilege and Work Product Doctrine grounds. **MAC, ATT**

CC

578. Q. The McIntosh case, it's true, is it not, that Renfroe was not a defendant in the complaint as initially filed?

CC

579. Q. It's true, is it not, Mr. Scruggs, that Renfroe was only added subsequently in the amended complaint, is it not?

CC

580. Q. The amended complaint that added Renfroe as a defendant was not actually filed until Renfroe had first filed the complaint in Alabama against the Rigsby sisters for breach of employment contract and for other claims; is that correct?

CC

MR. MALLETTTE:

Object to the form.

581. Q. It's true is it not, Mr. Scruggs, that Renfroe was added as a defendant in the McIntosh case in retaliation for Renfroe having sued the Rigsby sisters in Alabama?

CC

MR. MALLETTTE:

Object on attorney/client work product grounds. **MAC, RIGS, ATT, OM**

582. Q. It's true, is it not, Mr. Scruggs, that your father, Dick Scruggs, was referred by judge Acker in the Renfroe V Rigsby case to the U.S. attorney's office and subsequently to special prosecutors for consideration of criminal contempt charges against him in the Alabama proceeding. That's true, is it not?

CC

MR. MALLETTTE:

I object to the form. That's beyond the scope of the deposition of the witness.

583. Q. It's true, is it not, Mr. Scruggs, that immediately thereafter, the Scruggs law firm and the SKG filed a complaint in the shows case naming E.A. Renfroe Company and J A N A and Gene Renfroe individually as defendants, is it not?

CC

MR. MALLETTTE:

I object again to the form and beyond the scope of the deposition of the witness.

584. Q. And Renfroe and JAN A and Gene Renfroe were sued in the shows case in retaliation for the actions taken by judge Acker in the Alabama Renfroe V Rigsby litigation; is that true?

CC

MR. MALLETTTE:

I object to the form of the question. It has nothing to do with the documents that you went to the judge and got permission to take the deposition on.

585. Q. Would you please relate to the court all discussions that were had by members of the Scruggs law firm or the SKG with forensic -- the other defendant in McIntosh, in the summer of 2006 prior to the 20/20 program being erred?

CC

MR. MALLETTTE:

I'm sorry relate all what, conversations?

MR. MALLETTTE:

I object on Work Product Doctrine grounds. **MAC, OM**

586. Q. As a matter of fact, Mr. Scruggs, you and members of the Scruggs law firm made public statements that Brian Ford, who was acting as an engineer for forensic, would cooperate in the McIntosh litigation, did you not?

CC

MR. MALLETTTE:

Object to the form.

587. Q. Would you please detail for the Courtney discussions between the Scruggs law firm or any member of the SKG with Bob Kochan, president of Forensic?

CC

MR. MALLETTTE:

I object on work product grounds and I object to the form in so much as it asks him to relate other people's conversations. **MAC, OM**

588. Q. What discussions, if any, did you have with Nellie Williams, shoot office manager for Forensic?

589. Q. To the best of your knowledge, what discussions did any other members of SKG have with Nellie Williams, who is the office manager Forensic?

590. Q. Would you please describe any documents received by the Scruggs law firm or the SKG from Forensic that have not been produced to the other defendants in the McIntosh case?

CC

591. Q. The Scruggs law firm and the SKG settled their claims in the McIntosh case against Forensic, did they not?

WV

592. Q. And I'm not sure that Forensic has actually been formally dismissed from the lawsuit, but it is your intent, is it not, to dismiss them and not to proceed against them in the McIntosh case?

CC

WV

MR. MALLETTTE:

Objection on work product doctrine, attorney/client grounds. **MAC**

593. Q. It's true that part of the settlement with Forensic did not pay any money to anyone in the McIntosh case; is that true?

CC

WV

594. Q. It's true, is it not, Mr. Scruggs, that Forensic, as part of that settlement, agreed to cooperate with the SKG in pursuing the claims of the McIntoshes against State Farm and the other defendants, including Renfroe? That's true, is it not?

MR. MALLETTTE:

Hunter, may I have just one minute? I'm not going to counsel him on his testimony but I have a question too for him.

595. Q. It's true, is it not, Mr. Scruggs, that Forensic, as part of the settlement, agreed to cooperate with the SKG in pursuing the IKHRAEUPPLGS of the McIntoshes against State Farm and the other defendants, including Renfroe? That's true, is it not?

CC

WV

MS. NICHOLSON:

We're going to object to that question and also that whole line of questioning as attorney work product and also because the negotiations of that settlement, if any, are confidential note /TU /TU you may answer.

MR. MALLETTTE:

And I join. **MAC**

596. Q. It's true, is it not, Mr. Scruggs, that as part of that settlement with Forensic that Forensic delivered a number of documents to the SKG and the Scruggs law firm, is it not?

MS. NICHOLSON:

Same objection as to the last question.

MR. MALLETTTE:

Join in the same objections. **MAC**

CC

WV

597. Q. It's also true, is it not, Mr. Scruggs, that as part of that settlement agreement that Forensic gave the Scruggs law firm and the SKG access to Forensic employees and engineers who gave statements relative to claims, including the McIntosh claims? That's true, is it not?

MS. NICHOLSON:

Same objections as the last two questions.

MR. MALLETTTE:

Join again. **MAC**

CC

WV

598. Q. Let me cleanup something, Mr. Scruggs, that I forgot to ask you a minute ago. When the Scruggs law firm and the SKG withdrew as counsel for the McIntoshes, and at that point in time, Scruggs law firm and the SKG still had all of the relevant documents, including the documents that were stolen from State Farm, such as those that you still had. They had the Rigsby computer /-GS, they had the Rigsby cell phones and they had the regular working file, as well, for the McIntosh case; is that correct?

CC

CFAA

MR. MALLETTTE:

Onto the form.

599. Q. And when the Merlin law group made an entry of appearance as counsel for the McIntoshes, did any member of the /KRUGS law firm or the SKG meet with any member of the Merlin law group and discuss specific facts and circumstances regarding the McIntosh lawsuit? I'm not asking you what was said, asking you whether you met?

MR. MALLETTTE:

I object as to Work Product Doctrine **MAC, ATT**

CC

WV

600. Q. Isn't it true, Mr. Scruggs, that the Scruggs law firm and the SKG delivered to the Merlin law group all documents in its possession related to the McIntosh claim as part of the hand off of that case?

CC

CFAA

MR. MALLETTTE:

Object to the form, attorney/client privilege, Work Product Doctrine, exceeds the scope of this deposition. **MAC, ATT**

601. Q. It would be true, Mr. Scruggs, that as to the Scruggs law firm had any documents or copies of any documents that had been stolen from State Farm and the Renfroes, that those would have likewise been delivered to the Merlin law group as part of that hand off?

CC

CFAA

MR. MALLETTTE:

Object to the form.

602. Q. And it's true, Mr. Scruggs, is it not, that the laptops that the Scruggs law firm and the SKG had furnished to the Rigsbys were also delivered to the Merlin law group as part of that hand off?

CC

CFAA

603. Q. And it's true, is it not, Mr. Scruggs, that all cell telephone records, including billing records for the cell phones that were furnished by the SKG or the Scruggs law firm to the Rigsby sisters were likewise delivered to the Merlin law group as part of the hand off in the McIntosh case?

CC
CFAA

604. Q. So the entire physical file maintained by the Scruggs law firm or the SKG was delivered to the Merlin law group as part of the hand off; is that correct?

CC
CFAA

MR. MALLETTTE:
Object on Work Product Doctrine grounds. **MAC, ATT**

605. Q. Would you describe, In detail, please, the agreement between the Scruggs law firm and the SKG with Brian Ford?

CC
CFAA

MR. MALLETTTE:
Object to the form.

606. Q. Mr. Ford was going to be a paid litigation consultant for the SKG and Scruggs law firm, just like the Rigsbys, wasn't he?

CC
CFAA

MR. MALLETTTE:
Object to the form, no predicate.

607. Q. And Mr. Ford demanded a percentage of fees as part of his consulting payments to act as a consulting witness, and that's what blew it up, isn't it?

CC
CFAA

MR. MALLETTTE:
Object to the form.

608. Q. Ford was actually paid some by the Scruggs law firm and the Scruggs Katrina group as a litigation consultant, wasn't he?

CC
CFAA

MR. MALLETTTE:
Object to the form.

609. Q. How much was actually paid by the Scruggs law firm and Scruggs Katrina group to bribe Ford? Nil mill I object to the form, object as harassment, beyond the scope of the deposition.

CC
CFAA

610. Q. Did you, Mr. Scruggs, Zach Scruggs, individually, personally, release any documents to reporters that had been stolen from State Farm or the Renfroes that were subject to judge Acker's injunction in the Renfroe V Rigsby case?

CC
CFAA

MR. MALLETTTE:
Object to the form.

611. Q. What is the name of the Nashville public relations firm that was employed by the Scruggs Katrina group to help run the media campaign against State Farm and the Renfroes?

WV
CC

MR. MALLETTTE:
Object to the form.

612. Q. Does Scruggs law firm or the Scruggs Katrina group maintain copies of correspondence between the Nashville P R firm and yourselves regarding this media campaign?

WV
CC

MR. MALLETTTE:
Object to the form.

613. Q. Does the Scruggs law firm or the SKG have any arrangements with the Provost, Umphrey law firm out of Texas for any cases involving State Farm litigation against State Farm and the Renfroes?

CC
WV

MR. MALLETTTE:
Object as to attorney/client privilege and Work Product Doctrine. **OM**

614. Q. What information have you, the Scruggs law firm or the SKG, received from

representative Gene Taylor regarding the National Flood Insurance Program?

MR. MALLETTTE:
Same objection. **OM**
WV

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

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

MR. MALLETTTE:
Object as to form, attorney/client privilege and Work Product Doctrine. **OM**
WV

616. Q. I didn't ask you whether you had any discussions with Congressman Taylor regarding NFIP issues or congressional about congressional hearings so let me ask you specifically. Did you or any member of the Scruggs law firm or SKG have any discussions with Congressman Taylor regarding the National Flood Insurance Program or the congressional hearings regarding those?

MR. MALLETTTE:
Object to the form and, again, to attorney/client privilege and Work Product Doctrine violations.
OM
WV

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

MR. MALLETTTE:
Object to the form.

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

MR. MALLETTTE:
Object to the form.

QUESTIONS ASKED OF RICHARD SCRUGGS BY RENFROE

448. Mr. Scruggs, my name is Hunter Twiford. I represent the E.A. Renfroe & Company in the McIntosh litigation. And I want to follow up on some things that you and Mr. Robie talked about, if I can. He did not ask you, I believe, what was the date of your first contact with Paul Moran, who is Cori Rigsby Moran's husband?

MR. MALLETTTE:

I object on work product grounds because I don't know that date, Hunter. **RIGS, OM**

CFAA

CC

DC

449. All right. What was the first date of indirect contact with either of the Rigsby sisters through Pat Lobrano, in your discussions with Pat Lobrano?

MR. MALLETTTE:

Object to the form.

CC

CFAA

DC

450. How did your contact with Cori Rigsby come about? Would you describe those circumstances, please?

CC

CFAA

DC

451. And how did your contact, initial contact with Kerri Rigsby come about? Would you describe those circumstances?

CC

CFAA

DC

452. Is it true, Mr. Scruggs, that at the first meeting with the Rigsby sisters at the home of Cori Rigsby, I believe -- but I stand to be corrected on that -- that they produced the State Farm laptop and showed you the laptop at that meeting?

MR. MALLETTTE:

Object on attorney/client privilege and work product grounds. **RIGS, MIX**

CC

CFAA

DC

453. And did you, using that State Farm laptop at the initial meeting at their home, access State Farm records?

MR. MALLETTTE:

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

RIGS, MIX

CC

CFAA

DC

454. Would you give the dates of any subsequent meetings with either Cori or Kerri Rigsby following that initial meeting?

MR. MALLETTTE:

Object on attorney/client privilege and Work Product Doctrine grounds. **RIGS, MIX, ATT**

CC

CFAA

DC

455. Were the Rigsby sisters your, quote, "highly-placed insiders at State Farm," close quote, referenced in press releases and to Insurance Commissioner George Dale?

MR. MALLETTTE:

I object on Work Product Doctrine. **RIGS, MAC, OM**

CC

CFAA

456. Were there any other highly-placed insiders at State Farm besides the Rigsby sisters?

MR. MALLETTTE:

Object to the form.

CC

CFAA

457. Were your initial meetings with Cori and Kerri Rigsby prior to January 1st, 2006?

CC

CFAA

DC

458. What did Cori Rigsby tell you or the Scruggs Law Firm about E.A. Renfroe & Company?

MR. MALLETTTE:

I object on attorney/client privilege and Work Product Doctrine grounds. **RIGS, ATT, OM
CC**

459. What did Kerri Rigsby tell you or the Scruggs Law Firm about the E.A. Renfroe & Company --

MR. MALLETTTE:

Same objection as to the previous question. **RIGS, ATT, OM
CC**

460. What did Cori Rigsby tell you about Jana and Gene Renfroe, individually?

MR. MALLETTTE:

Object on attorney/client privilege and Work Product Doctrine grounds. **RIGS, ATT, OM
CC**

461. What did Kerri Rigsby tell you or the Scruggs Law Firm about Jana and Gene Renfroe, individually?

MR. MALLETTTE:

I object on attorney/client privilege and Work Product Doctrine grounds. **RIGS, ATT, OM
CC**

462. What did either Cori or Kerri Rigsby tell you regarding the inner workings of Renfroe?

MR. MALLETTTE:

I object on attorney/client privilege and Work Product Doctrine grounds. **RIGS, ATT, OM
CC**

463. What did either of the Rigsby sisters tell you or the Scruggs Law Firm regarding Renfroe's internal documents, including their employment contract with Renfroe?

MR. MALLETTTE:

I object on attorney/client privilege and Work Product Doctrine grounds. **RIGS, ATT, OM
CC**

464. What did either of the Rigsby sisters tell you about the Renfroe code of conduct that each of them had signed?

MR. MALLETTTE:

Object on attorney/client privilege, work product and as to form of the question. **RIGS, ATT,
OM**

CC

465. All right. What did either of the Rigsby sisters tell you or the Scruggs Law Firm regarding any contracts between Renfroe and State Farm?

MR. MALLETTTE:

Object to attorney/client privilege and Work Product Doctrine grounds. **RIGS, OM, ATT**

466. What did either of the Rigsby sisters tell you or the Scruggs Law Firm regarding any payment schedule or agreement between State Farm and Renfroe?

MR. MALLETTTE:

I object on attorney/client privilege and Work Product Doctrine grounds. **RIGS, ATT, OM**
CC

467. What did either of the Rigsby sisters tell you regarding the -- any of the other adjusters who worked for E.A. Renfroe & Company who adjusted claims for State Farm related to Hurricane Katrina?

MR. MALLETTTE:

I object on attorney/client privilege and Work Product Doctrine grounds. **RIGS, ATT, OM**
CC

468. What did either of the Rigsby sisters tell you or the Scruggs Law Firm regarding Renfroe's relationship with State Farm?

MR. MALLETTTE:

I object on attorney/client privilege and Work Product Doctrine grounds. **RIGS, ATT, OM**
CC

469. Isn't it true, Mr. Scruggs, that all of the information that you and the Scruggs Law Firm and the Scruggs Katrina Group obtained about E.A. Renfroe & Company, prior to the time that you filed your amended complaint in McIntosh to add Renfroe as a defendant, was obtained primarily through the Rigsby sisters, who were, at that time, your paid litigation consultants?

MR. MALLETTTE:

I object on the grounds of I object to the form of the question. I object on the grounds of work product doctrine and on attorney/client privilege. **RIGS, ATT, OM, MAC**
CC

470. Isn't it also true, Mr. Scruggs, that all of the information that you and the Scruggs Law Firm and the SKG obtained about Renfroe prior to adding Renfroe as a defendant in the Shows complaint were likewise obtained through the Rigsby sisters who were, at that time, acting as

your paid litigation consultants?

MR. MALLETTTE:

I object to the form question. I object on Work Product Doctrine grounds and attorney/client privilege grounds. **RIGS, ATT, OM**
CC

MS. NICHOLSON:

Join. Also object as outside the scope of this deposition.

MR. MALLETTTE:

I join that objection.

471. And it's true, is it not, Mr. Scruggs, that the information that you and the Scruggs Katrina Group and the Scruggs Law Firm obtained about Renfroe which caused you to amend the complaints in the -- or about 75 or 78 of the 175 or so cases in the Abney Group, what's commonly referred to as the Abney Group, were likewise obtained through the Rigsby sisters, who were your paid litigation consultants at that time?

MR. MALLETTTE:

I object to the form of the question. I object on attorney/client privilege and Work Product Doctrine grounds, and I object as beyond the scope of this deposition. **RIGS, ATT, OM**
CC

472. Isn't it also true, Mr. Scruggs, that all of the information that you and the Scruggs Law Firm obtained about E.A. Renfroe & Company prior to amending the complaint and False Claims Act in the qui tam action to add Renfroe and Jana and Gene Renfroe as defendants in that case were also obtained through the Rigsby sisters, who were, at that time, your paid litigation consultants?

MR. MALLETTTE:

Object to the form of the question. I object on attorney/client privilege, and Work Product Doctrine grounds and I object it's beyond the scope of this deposition. **RIGS, ATT, OM**
CC

473. Mr. Scruggs, isn't it also true that you and the SKG based our claims against Renfroe on the documents that the Rigsby sisters had stolen from State Farm and from Renfroe in the McIntosh case?

MR. MALLETTTE:

Object to the form of the question. Object on attorney/client privilege and I object as invading the Work Product Doctrine. **RIGS, ATT, OM, MAC**
CC
CFAA

474. Isn't it also true, Mr. Scruggs, that you and the Scruggs Law Firm and the SKG based your claims against Renfroe in the Shows case on the documents that the Rigsby sisters stole from State Farm and from Renfroe?

MR. MALLETTTE:

I object to the form of the question. I object on attorney/client privilege and Work Product Doctrine basis and I object beyond the scope of this deposition. **RIGS, ATT, OM**
CC
CFAA

475. Isn't it also true, Mr. Scruggs, that you and the Scruggs Law Firm and the SKG based your claims against Renfroe in the Abney Group cases on documents that the Rigsby sisters had stolen from State Farm and from Renfroe?

MR. MALLETTTE:

Same objections as to the previous question. **RIGS, ATT, OM**
CC

476. It's also true, isn't it, Mr. Scruggs, that you and the Scruggs Law Firm based the claims against Renfroe and Jana and Gene Renfroe in the amended complaint in the qui tam action on the documents that the Rigsby sisters had stolen from State Farm and from Renfroe?

MR. MALLETTTE:

Object to the form of the question. Object on work product grounds and on attorney/client privilege grounds. **RIGS, ATT, OM**
CC

477. You and the SKG based your claims on confidential information regarding Renfroe, to which the Rigsbys were privy as Renfroe employees, which they furnished to you and the SKG in violation of their employment agreement with Renfroe in these cases, as well; isn't that true?

MR. MALLETTTE:

Object to the form. Object on attorney/client privilege and Work Product Doctrine grounds. **RIGS, ATT, OM, MAC**
CC

478. And you based your conspiracy claims against Renfroe, that Renfroe had conspired with State Farm to misadjust or underpay claims of your clients, primarily on this confidential information and the stolen documents furnished to you by the Rigsby sisters, didn't you?

MR. MALLETTTE:

Same objections as the previous question. **RIGS, ATT, OM, MAC**

CC

479. Mr. Scruggs, you knew personally, at all relevant times, that the Rigsby sisters -- and by relevant times, I'm talking about the date of the hurricane through the airing of the 20/20 newscast -- that during that time, the Rigsby sisters were actually employees of Renfroe, didn't you?

MR. MALLETTTE:

Object on attorney/client privilege grounds. **RIGS, MIX**

CC

CFAA

480. You also knew personally, Mr. Scruggs, didn't you, during that same time frame, prior to representing the Rigsbys as an attorney, that they had a written employment agreement with Renfroe?

CC

CFAA

481. You obtained copies of these written agreements from the Rigsby sisters, did you not?

MR. MALLETTTE:

Object on attorney/client privilege grounds. **RIGS**

CC

CFAA

482. You were also aware, based on your discussions with the Rigsby sisters, that Renfroe had a written code of conduct which each of the Rigsby sisters had signed, were you not?

MR. MALLETTTE:

I object on attorney/client privilege grounds. **RIGS, MIX**

CC

CFAA

483. You obtained a copy of the codes of conduct signed by each of the Rigsby sisters, did you not?

MR. MALLETTTE:

Object on attorney/client privilege grounds. **RIGS**

CC

CFAA

484. You were aware, were you not, Mr. Scruggs, that the documents that the Rigsbys had obtained from Renfroe were confidential and proprietary?

MR. MALLETTTE:

I object on attorney/client privilege grounds and object to the form of the question. **RIGS, OM, MIX**

CC

CFAA

Could we break down the form objection?

MR. MALLETTTE:

Yes. I don't know what documents. If you would explain what --

MR. TWIFORD:

I'll specify.

485. You were aware, were you not, Mr. Scruggs, that the employment agreements signed between Cori and Kerri Rigsby and E.A. Renfroe & Company, and the codes of conduct signed by the Rigsby sisters, and the State Farm contracts between E.A. Renfroe & Company and State Farm, and the fee schedules between E.A. Renfroe & Company and State Farm were confidential and proprietary, were you not?

MR. MALLETTTE:

Object on attorney/client privilege. **MIX, RIGS**

CC

CFAA

486. And, yet, you encouraged the Rigsbys to take these documents that I just named, and to steal these from Renfroe, their employer, and to give them to you?

MR. MALLETTTE:

Object to the form of the question, attorney/client privilege and Work Product Doctrine. **MIX, RIGS**

CC

CFAA

DC

487. Were you also aware that the information that the Rigsbys had, their actual knowledge of Renfroe and its inner workings was likewise confidential and proprietary?

MR. MALLETTTE:

Object on attorney/client privilege grounds. **RIGS**

488. Yet, you encouraged the Rigsbys to tell you everything about Renfroe, its adjusters, its dealings with State Farm, et cetera -- take out the et cetera -- in violation of their employment

agreement and the confidentiality agreement with Renfroe?

MR. MALLETTTE:

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

MIX, RIGS

CC

CFAA

489. You paid the Rigsby sisters for this information by making them your paid litigation consultants, did you not?

MR. MALLETTTE:

Object to the form.

CC

CFAA

490. Would you describe the duties that the Rigsby sisters had as litigation consultants of the Scruggs Law Firm or the SKG?

MR. MALLETTTE:

Object on work product grounds. **ATT, OM**

CC

CFAA

DC

491. Mr. Scruggs, what were their office hours that they were required to keep as your paid litigation consultants?

MR. MALLETTTE:

Object on work product grounds. **ATT, OM**

CC

CFAA

DC

492. What specific tasks did you assign to either of the Rigsby sisters as your paid litigation consultants?

MR. MALLETTTE:

I object on Work Product Doctrine grounds. **ATT, OM**

CC

CFAA

DC

493. What specific tasks did you ask the Rigsby sisters to do? What were they assigned, as far as Renfroe was concerned, prior to the airing of the 20/20 program?

MR. MALLETTTE:

grounds and on attorney/client privilege grounds. **ATT, OM, MIX**

CC

CFAA

DC

494. What specific tasks did you assign to the Rigsby sisters, as far as Renfroe was concerned, after the 20/20 program was aired?

MR. MALLETTTE:

Same objection as to the previous question. **ATT, OM, MIX**

CC

CFAA

DC

495. Mr. Scruggs, there were memos/ were there not, between you/ other members of the Scruggs Law Firm and other members of the SKG and the Rigsbys as litigation consultants, were there not?

MR. MALLETTTE:

Object -- I object on attorney/client privilege and Work Product Doctrine grounds. **ATT, OM, MIX**

CC

CFAA

DC

496. And have you produced all memos or other correspondence or other writings between you, the Scruggs law firm, members of the Scruggs Law Firm, members of the SKG and the Rigsby sisters as part of your production to State Farm?

MR. MALLETTTE:

Object to the form. **DOCS**

CC

CFAA

497. Mr. Scruggs, what's the current location of any notes or other writings or memos among the Rigsby sisters and attorneys in Scruggs Law Firm or the Scruggs Katrina Group?

MR. MALLETTTE:

Object on Work Product Doctrine grounds. **DOCS, ATT, OM**

CC
CFAA

498. Are those currently maintained in the Scruggs Law Firm records and files here at this office?

MR. MALLETTTE:
Object on Work Product Doctrine grounds. **DOCS, ATT, OM**
CC
CFAA

499. Who actually paid the Rigsbys their consulting fees?

CC
CFAA
DC

500. Were the checks payable to the Rigsbys for consulting fees made payable on the Scruggs Law Firm account?

MR. MALLETTTE:
Object to the form.
CC
CFAA
DC

501. Were any checks for monthly litigation consultant fees to the Rigsby sisters paid from -- paid by you, personally?

CC
CFAA
DC

502. Were any of the monthly payments of litigation consultant fees to either of the Rigsby sisters paid by David Nutt or the Nutt, McAlister law firm?

CC
CFAA
DC

503. Did you personally approve any payments of fees or expenses, salary or expenses to either of the Rigsby sisters as litigation consultants?

CC
CFAA
DC

504. Did the Nutt Law Firm or the Nutt, McAlister law firm reimburse you or the Scruggs Law

Firm for any payments to the Rigsby sisters?

MR. MALLETTTE:

I object as beyond the scope of the deposition.

CC

CFAA

DC

505. Did any other member of the SKG reimburse you or the Scruggs Law Firm for any payments to the Rigsby sisters?

MR. MALLETTTE:

Same objection.

CC

CFAA

DC

506. Did anyone else in the SKG approve any payments of fees or expenses to the Rigsby sisters or was it -- I'll stop.

MR. MALLETTTE:

Object to the form and I object as beyond the scope of the deposition.

CC

CFAA

DC

507. Mr. Scruggs, you personally encouraged Cori Rigsby to solicit fellow Renfroe Adjusters working on State Farm Hurricane Katrina claims to steal documents and other confidential and proprietary information from State Farm and Renfroe, did you not?

MR. MALLETTTE:

Object to the form, object on attorney/client privilege and Work Product Doctrine grounds.

RIGS, OM, ATT

CC

CFAA

DC

508. Mr. Scruggs, did you personally encourage Kerri Rigsby to solicit fellow Renfroe Adjusters working on State Farm Hurricane Katrina related claims to steal documents and other confidential proprietary information from State Farm or E.A. Renfroe & Company?

MR. MALLETTTE:

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

RIGS, OM, ATT

CC

CFAA

DC

509. Mr. Scruggs, did you personally encourage Cori or Kerri Rigsby to solicit fellow Renfroe Adjusters working on State Farm Hurricane Katrina claims to become whistleblowers?

MR. MALLETTTE:

Same objection as the prior question. **RIGS, OM, ATT**

CC

CFAA

DC

510. Mr. Scruggs, you personally encouraged Cori and Kerri Rigsby to solicit fellow Renfroe Adjusters who were working on Hurricane Katrina claims as State Farm adjusters to give confidential documents and information to you, did you not?

MR. MALLETTTE:

I object on attorney/client privilege and Work Product Doctrine grounds. **RIGS, OM, ATT**

CC

CFAA

DC

511. Mr. Scruggs, Mr. Robie asked you earlier about benefits that were paid to the Rigsbys, and he asked you about the annual salary, and he asked you whether they were independent contractors, whether you had made loans, and talked about furnishing computers and cell phones. Did you furnish either of them automobiles or reimburse them for automobile expenses as part of their payment as litigation consultants?

MR. MALLETTTE:

Object to the form.

CC

CFAA

DC

512. Were they provided use of either of your aircraft as part of their litigation consultants benefits?

MR. MALLETTTE:

Object to the form.

CC

CFAA

DC

513. Were there any other payments or benefits that we haven't discussed already here today that were paid to the Rigsby sisters as part of their compensation as litigation consultants?

CC

CFAA

DC

514. Is it your understanding that the Katrina Litigation Group, the KLG has discontinued payments to the Rigsby sisters?

MR. MALLETTTE:

Object as to attorney/client privilege. **OM, ATT**

CC

CFAA

515. Are you personally still paying them any portion of the agreed -- previously agreed \$150,000 a year consulting fees?

MR. MALLETTTE:

Object to the form. Object as beyond the scope of this deposition.

CC

CFAA

516. Is the Scruggs Law Firm still paying them any compensation, whatsoever, as litigation consultants?

CC

CFAA

517. Is it true that the Scruggs Law Firm has now been dissolved and is shut down, no longer doing business?

MR. MALLETTTE:

Again, I object as beyond the scope of this deposition.

CC

CFAA

518. How long will you continue to pay the Rigsby sisters these litigation consulting fees and expenses?

MR. MALLETTTE:

I object to the form of the question.

CC

CFAA

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

CC

CFAA

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

CC

CFAA

521. Was there an attorney/client relationship between you, the Scruggs Law Firm or any member of the SKG with Cori or Kerri Rigsby as relates to the McIntosh case?

CC

CFAA

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

CC

CFAA

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

MR. MALLETTTE:

Object to the form.

CC

CFAA

524. Are there any written agreements which set out the terms and conditions or the extent of the attorney/client relationship between you, the Scruggs Law Firm and/or the SKG and either Cori or Kerri Rigsby?

MR. MALLETTTE:

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

RIGS

CC

CFAA

525. Are there any agreements between you/ the Scruggs Law Firm or the SKG and Cori and Kerri Rigsby that provide for contingent fee payments to them in any event?

CC

CFAA

526. What was the date of the employment agreement between you or the Scruggs Law Firm or the SKG and Cori or Kerri Rigsby by which they became your litigation consultants?

MR. MALLETTTE:

Object to the form.

CC

CFAA

DC

527. What were the terms and conditions of that agreement?

CC

CFAA

DC

528. Are there any writings which evidence that agreement?

CC

CFAA

DC

529. What is the duration of that agreement?

CC

CFAA

DC

530. Are those agreements for a definite period of time or an indefinite period of time?

CC

CFAA

DC

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

MR. MALLETTTE:

I object on attorney/client privilege and Work Product Doctrine grounds. **RIGS, ATT**

CC

CFAA

DC

532. Did you advise Cori or Kerri Rigsby of the Mississippi Statute of Frauds and its provisions?

MR. MALLETTTE:

Object on attorney/client privilege and Work Product Doctrine grounds. **RIGS, ATT**
CC
CFAA
DC

533. Did you advise Cori or Kerri Rigsby that they should consider consulting with independent counsel in obtaining advice as to any agreement regarding the litigation consultants or enforceability?

MR. MALLETTE:

Object on attorney/client privilege and Work Product Doctrine grounds. **RIGS, ATT**
CC
CFAA
DC

534. You agreed, did you not, Mr. Scruggs, on behalf of the Scruggs Law Firm and the SKG to pay all of Cori and Kerri's legal bills? That's true, is it not?

CC
CFAA
DC

535. Would you list each law firm which has been hired to represent Cori or Kerri in any litigation arising out of their adjusting claims on behalf of E.A. Renfroe Company for State Farm?

MR. MALLETTE:

I object to the extent it seeks to invade the attorney/client privilege. **RIGS, OM**
CC
CFAA
DC

536. Who selected the Battle Fleenor firm in Birmingham to represent the Rigsby sisters?

MR. MALLETTE:

I object on attorney/client privilege grounds. **RIGS, OM**
CC
CFAA

537. Would you describe all of your prior contacts or associations or relationships with attorneys in the Battle Fleenor group?

MR. MALLETTE:

I object to the extent it seeks to invade the Work Product Doctrine privilege. **OM**

CC
CFAA

538. Had you been associated with any members of the Battle Fleenor group in any other cases besides cases involving the Rigsbys or involving State Farm claims?

MR. MALLETTTE:
To be clear, besides cases involving the Rigsbys and
CC
CFAA

MR. TWIFORD:
Correct.

539. Would you describe all your relationships with Battle Fleenor attorneys other than Hurricane Katrina State Farm cases or Rigsby-related cases?

MR. MALLETTTE:
I object to the form.
CC
CFAA

541. Did you sign any agreement individually or on behalf of the Scruggs Law Firm or the SKG to pay any or all of Battle Fleenor's charges to the Rigsby sisters?

MR. MALLETTTE:
Object as beyond the scope of this deposition.
CC
CFAA

542. Have you paid any of those bills?

MR. MALLETTTE:
Objection.
CC
CFAA

543. Has the SKG paid any of those bills?
CC
CFAA

544. What's the total amount that's been paid to Battle Fleenor for representation of the Rigsbys?
CC

CFAA

545. What is your current arrangement with Battle Fleenor regarding representation of the Rigsby sisters?

546. Did you inform the attorneys at Battle Fleenor, that the Rigsbys were Scruggs Law Firm clients?

MR. MALLETTTE:

Object on attorney/client privilege and Work Product Doctrine grounds. **RIGS, OM**

CC

CFAA

547. Did you inform the attorneys at Battle Fleenor that the Rigsby sisters were, in fact, employees of the Scruggs law firm or the SKG?

CC

CFAA

548. What instructions, if any, did you give to the Battle Fleenor attorneys regarding disclosures of these relationships?

MR. MALLETTTE:

Object on attorney/client privilege and Work Product Doctrine grounds. **RIGS, OM**

CC

CFAA

549. Mr. Scruggs, before the break, I was asking you questions about the relationship with the Battle Fleenor law firm. Do you personally have any sort of arrangement with Cori or Kerri Rigsby regarding their current representation by the Battle Fleenor law firm or any future payments to them?

MR. MALLETTTE:

Object to the form. Object on attorney/client privilege grounds and as beyond the scope of this deposition. **RIGS, OM**

CC

CFAA

550. Mr. Scruggs, who selected the Zuckerman Spaeder firm in Washington to represent the Rigsby sisters?

MR. MALLETTTE:

Object on attorney/client privilege grounds. **RIGS, OM**

CC
CFAA

551. Have you ever been associated with any lawyers in Zuckerman Spaeder firm in any cases other than the Rigsby -- in the case involving the Rigsbys or State Farm Hurricane Katrina related cases?

MR. MALLETTTE:

Just for the record, Hunter, when you say "associated," you mean counsel of record or if you want to leave your question, I'll object to the form or

CC
CFAA

552. Would you list every case by name, jurisdiction in which the Zuckerman Spaeder firm or any of the lawyers there have been employed by you or the SKG to represent the Rigsby sisters?

CC
CFAA

553. Did you sign any agreement individually or on behalf of the SKG to pay Zuckerman Spaeder any or all of Cori or Kerri Rigsby's legal bills?

CC
CFAA

554. And have you paid any of those bills?

CC
CFAA

555. Has the SKG or the KLG paid any of those bills?

CC
CFAA

556. Is it true, Mr. Scruggs, that the Barrett law firm has settled with the Zuckerman Spaeder law firm regarding its share of fees on the Rigsby sisters legal representation?

MR. MALLETTTE:

I object as beyond the scope of this deposition.

CC
CFAA

557. Is it true, Mr. Scruggs, that the Nutt, McAlister law firm has likewise settled with Zuckerman Spaeder over the Rigsby sisters' legal bills?

MR. MALLETTTE:

Same objection.

CC

CFAA

558. What's the total amount that's been paid to the Zuckerman Spaeder law firm on behalf of the Rigsby sisters?

CC

CFAA

559. What's the current arrangement between the Rigsby sisters and the Zuckerman Spaeder law firm regarding representation in any cases?

MR. MALLETTTE:

Object to the form.

CC

CFAA

560. What instructions did you give to Zuckerman Spaeder regarding any representation of the Rigsbys?

MR. MALLETTTE:

Object on attorney/client privilege and work product grounds. **RIGS, OM**

CC

CFAA

561. Do you personally have any agreement with Cori or Kerri Rigsby regarding any future claims by the Zuckerman Spaeder law firm for outstanding legal fees?

MR. MALLETTTE:

Object to the form and object on attorney/client privilege grounds. **RIGS, OM**

CC

CFAA

562. Who selected the Bartimus, Frickleton firm in Missouri to act as counsel in any matters related to the Rigsby sisters?

MR. MALLETTTE:

Object to the form. Object as to attorney/client privilege. **RIGS, OM**

CC

CFAA

563. Would you describe all prior contacts or associations and relationships between you and any

members of the Bartimus Frickleton law firm?

MR. MALLETTTE:

Object to the form and object to the extent it seeks to invade Work Product Doctrine. **OM**

CC

CFAA

564. Would you describe any relationships between you and Chip Robertson, Tony Dewitt or other members of the Bartimus Frickleton firm?

MR. MALLETTTE:

Object to the form.

CC

CFAA

565. Would you list every case by name and jurisdiction in which Bartimus Frickleton, or Chip Robertson, Tony Dewitt or Mary Winters were employed by you or the SKG to represent the Rigsby sisters?

CC

CFAA

566. Did you sign any agreements individually or on behalf of the SKG regarding any fees on behalf of Cori or Kerri Rigsby with the Bartimus Frickleton group?

CC

CFAA

567. Have you or the SKG paid any bills for Bartimus Frickleton related to the Rigsby sisters?

CC

CFAA

568. If so, what's the total amount that's been paid today?

CC

CFAA

569. What's the current arrangement with Bartimus Frickleton or its attorneys related to the representation of the Rigsbys?

MR. MALLETTTE:

I object to the form, and object to the extent it invades the attorney/client privilege and Work Product Doctrine. **RIGS, OM**

CC

CFAA

570. What instructions did you or the Scruggs Law Firm give to the Bartimus Frickleton lawyers regarding representation of the Rigsbys?

MR. MALLETTTE:

I object to the form. I object to attorney/client privilege and Work Product Doctrine grounds.

RIGS, OM

CC

CFAA

571. Do you personally have any sort of agreement with Cori or Kerri Rigsby regarding payment of any bills from the Bartimus Frickleton law firm or its members?

CC

CFAA

572. I'll start saying Chip Robertson's law firm. I could do that more easily, I believe. Who selected Todd Graves and his law firm to represent the Rigsby sisters?

MR. MALLETTTE:

I object on work product and attorney/client privilege grounds. **RIGS, OM**

CC

CFAA

573. Would you describe any prior contacts, associations or relationships between you and any members of the -- I'm not sure if it's Bartle, Marcus, Graves or Graves, Marcus, Bartle, but anyway, Todd Graves' law firm.

MR. MALLETTTE:

I object to the extent the question seeks to invade the Work Product Doctrine. **OM**

CC

CFAA

574. Have you ever been associated with Todd Graves in any other cases besides the Rigsby sisters or State Farm Hurricane Katrina cases?

MR. MALLETTTE:

Object to the form, for the same reason before, to the meaning of associated.

CC

CFAA

575. Would you list every case by name and jurisdiction in which Todd Graves or his law firm were employed by you or the SKG to represent the Rigsby sisters?

CC

CFAA

576. Did you sign an agreement with Todd Graves to pay any or all of Cori or Kerri Rigsby's legal fees or expenses?

CC

CFAA

577. Have you paid any bills on behalf of Kerri or Cori Rigsby to Todd Graves or his law firm?

CFAA

CC

578. To your knowledge, has the SKG or the KLG paid any bills to Todd Graves or his law firm on behalf of the Rigsby sisters?

MR. MALLETTTE:

I make the same objection as I made before as to these questions being beyond the scope of discovery in this case.

CC

CFAA

579. What's your current arrangement with Todd Graves and his law firm with regard to representation of the Rigsby sisters?

MR. MALLETTTE:

I object. It's beyond the scope of this deposition.

CC

CFAA

580. Did you inform Todd Graves or the attorneys at his firm that the Rigsbys were SKG clients or your clients in other matters?

MR. MALLETTTE:

I object on attorney/client privilege and Work Product Doctrine grounds. **RIGS, OM**

CC

CFAA

581. Did you inform any of the attorneys at Bartimus Frickleton or at Todd Graves' law firm that the Rigsby sisters were employees of you or the Scruggs Law Firm?

CC

CFAA

582. What instructions did you give to Todd Graves or his law firm regarding representation of the Rigsbys?

MR. MALLETTTE:

Object on attorney/client privilege and Work Product Doctrine grounds. **RIGS, OM**
CC
CFAA

583. Do you personally have any agreement with Cori or Kerri Rigsby regarding payment to Todd Graves or his law firm of any future amounts?
CC
CFAA

584. Mr. Scruggs, it's true, is it not, that you agreed to indemnify Cori and Kerri Rigsby for any and all damages, including legal expenses, attorney's fees, costs or any monetary damages arising out of their employment by you or their adjustment of Hurricane Katrina cases?
CC
CFAA
DC

585. Would you please describe the terms and conditions of the indemnification agreement between you and the Rigsby sisters?
CC
CFAA
DC

586. Are you personally an indemnitor of the Rigsby sisters under that agreement?

MR. MALLETTTE:
Object to the form.
CC
CFAA
DC

587. Is the Scruggs Law Firm an indemnitor under that agreement, as well?

MR. MALLETTTE:
Object to the form.
CC
CFAA
DC

588. Are any members of the SKG indemnitors under that contract, that agreement?

MR. MALLETTTE:
Object to the form.
CC

CFAA
DC

589. Were any members of the Scruggs Law Firm, besides you, indemnitors under that agreement?

MR. MALLETTTE:
Object to the form.
CC
CFAA
DC

590. You are aware, are you not, Mr. Scruggs, that John Keke, who was representing you in the Renfroe v. Rigsby Alabama litigation actually represented to Judge Acker in a hearing on December 14th, 2007, that you, Dick Scruggs, had indemnified the Rigsby sisters in the Renfroe v. Rigsby case in all of its aspects. And I'm quoting Judge Acker.

MR. MALLETTTE:
Object to the form.
CC
CFAA
DC

591. Is that representation by Mr. Keke correct?

MR. MALLETTTE:
Object to the form.
CC
CFAA
DC

592. Is that indemnification still in full force and effect?

MR. MALLETTTE:
Object to the form.
CC
CFAA
DC

593. Are you indemnifying the Rigsby sisters in other cases, including the McIntosh case?

CC
CFAA
DC

594. And are you indemnifying the Rigsby sisters in the Shows case?

MR. MALLETTTE:

And I object as beyond the scope of this deposition.

CC

CFAA

DC

595. Are you indemnifying the Rigsby sisters in the qui tam action, as far as the counterclaim by State Farm is concerned?

CC

CFAA

DC

596. Is your indemnification agreement in writing?

MR. MALLETTTE:

Object to the form.

CC

CFAA

DC

597. You, again, Mr. Scruggs, as an attorney, are aware of the provisions in the Mississippi Statute of Frauds regarding indemnification agreements, are you not?

MR. MALLETTTE:

Object to the form and object to the extent that it seeks a legal conclusion from the witness.

CC

CFAA

DC

598. You were also acting as Cori and Kerri's attorney, were you not, at the time that you entered into this indemnification agreement with them?

CC

CFAA

DC

599. Did you advise Kerri and Cori of the provisions of the Mississippi Statute of Frauds?

MR. MALLETTTE:

I object to attorney/client privilege, Work Product Doctrine. **RIGS, ATT, OM**

CC

CFAA

DC

600. Did you advise Cori and Kerri that any indemnification agreement might have to be in writing to be in full force and effect?

MR. MALLETTTE:

I object on the grounds of attorney/client privilege and Work Product Doctrine. **RIGS, ATT, OM**
CC
CFAA
DC

601. How much has been paid to date by you under these indemnification agreements?

MR. MALLETTTE:

Object to the form.
CC
CFAA
DC

602. Who has made the payments to date under the indemnification agreements?

MR. MALLETTTE:

Object to the form.
CC
CFAA
DC

603. To whom have any payments under the indemnification agreements been made?

CC
CFAA
DC

604. Mr. Robie asked you this morning about Judge Acker's contempt order in the Renfroe v. Rigsby case. And I'd like to clarify something in that, if I could. Judge Acker entered a July st order in which he found Cori Rigsby, Kerri Rigsby and you in civil contempt and fined you \$65,000, jointly and severally; is that correct?

CC

605. And Judge Acker found that fine, that \$65,000 fine to be the joint and several obligation of Cori and Kerri and you; is that correct?

MR. MALLETTTE:

I object to the form of the question to the extent it mischaracterizes the judge's order, which speaks for itself.

CC

606. It's my understanding, Mr. Scruggs, that you've appealed to the Eleventh Circuit, and you've posted a \$74,000 or so bond for that appeal; is that correct?

MR. MALLETTTE:

Again, I object as beyond the scope of this deposition involving matters that occurred after the documents being requested.

CC

607. Have Cori and Kerri Rigsby appealed that decision, that July 1st order?

MR. MALLETTTE:

Same objection.

CC

608. And if they had not appealed, then that judgment would be final as to them, would it not?

MR. MALLETTTE:

I object as beyond the scope of the deposition and seeking a legal conclusion in another matter, not the scope of this deposition.

CC

609. Would you agree with me, Mr. Scruggs, that Cori and Kerri Rigsby's obligation to make any payment under that contempt fine, \$65,000 contempt fine on their own would be covered by the indemnity agreement that you have with them?

MR. MALLETTTE:

I object to the extent it exceeds the scope of this deposition and to the extent it seeks a legal conclusion from the witness.

CC

CFAA

DC

610. You would agree with me, would you not, Mr. Scruggs, that you were personally obligated to pay the Rigsby sisters' share of the indemnity agreement?

MR. MALLETTTE:

Object to the form, and same objection as before.

CC

CFAA

DC

611. Under Cori and Kerri Rigsby's agreement with Zuckerman Spaeder, are they personally obligated to pay any portion of those fees?

MR. MALLETTTE:

I object as beyond the scope of this deposition, seeking a legal conclusion about an agreement between people other than my client.

CC

CFAA

DC

612. If Zuckerman Spaeder sues Cori or Kerri, would you still have an obligation to indemnify them under that prior indemnification agreement?

MR. MALLETTTE:

Same objection.

CC

CFAA

DC

613. In the qui tam case, the -- that's currently pending, you and the Scruggs law firm were, until recently, co-counsel for the Rigsby sisters; is that correct?

CC

CFAA

614. As such, were you aware of a May st, letter from Jack Boese, at Fried, Frank, as one of the attorneys for Renfroe, addressed to Chip Robertson and a separate letter addressed to Todd Graves regarding the motions to dismiss?

MR. MALLETTTE:

Object on work product grounds. **RIGS, OM**

CC

CFAA

615. First, I asked you if you were aware.

CC

CFAA

616. Mr. Scruggs, I'm going to hand you what's been marked for identification as Exhibit to your deposition, which is a May 1st, 2008 letter to which I referred a minute ago from John T. Boese, at Fried, Frank, addressed to Todd Graves, and ask you, have you seen this letter before?

CC

CFAA

617. And I'll direct your attention, if I can, please, to the last sentence of the first paragraph. "We write to inform you and the relators that when Renfroe does prevail in this matter, we fully intend to pursue the remedies available under USC Section 3730(d)4 against the relators." I'm not going to ask you if I read that correctly because I think you won't be able to answer that, but I'll ask your counsel if you object to that characterization.

MR. MALLETTTE:

I -- you can put it in the record and the document speaks for itself.

618. In the event that the Rigsby sisters are required to pay Renfroe under 31 USC Section 3730(d)4, would these amounts that they would be required to pay be subject to your indemnification agreement?

MR. MALLETTTE:

Object to the form of the question. Object to the question as beyond the scope of this deposition, and object to the request that he construe legal conclusions related to a letter not sent to him.

CC

CFAA

DC

619. Do you agree that you would be required to make those payments for and on behalf of the Rigsby sisters under the indemnification agreement?

MR. MALLETTTE:

Same objection as to the last question.

CC

CFAA

DC

620. Do you have a copy of that letter in your files here at the Scruggs office?

CC

CFAA

Okay. I'm going to hand you, if I can, what will be marked as Exhibit 22 to your deposition. It's a May 1st letter, also from Mr. Boese to Chip Robertson.

CFAA

CC

623. Now that you've had a chance to review that, Mr. Scruggs, that contains substantially the same language in the last sentence of the first paragraph as in the letter that was addressed to Mr. Graves, does it not?

MR. MALLETTTE:

And I will raise the same objections I raised to the questions about the last letter presented.

CFAA

CC

624. Do you have a copy of that letter in the Scruggs Law Firm files maintained here in the qui tam action?

CC

CFAA

625. Likewise, in the event that Cori or Kerri Rigsby are required to pay Renfroe anything under Section 3730(d)4, would these amounts be subject to your indemnification agreement?

MR. MALLETTTE:

Object to the form. Object as beyond the scope of this deposition. Object as it seeks a legal conclusion as to letters not written to my client.

CC

CFAA

DC

626. Do you agree with me that you would be required to make those payments for and on behalf of the Rigsby sisters under that indemnification agreement?

MR. MALLETTTE:

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

CC

CFAA

DC

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

WV

MS. NICHOLSON:

Objection, work product, attorney/client privilege.

628. Are you aware that the McIntoshes were previously represented by other counsel?

MR. MALLETTTE:

I object on attorney/client privilege and Work Product Doctrine grounds. **MAC**

WV

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

CC
WV

MS. NICHOLSON:
Objection, work product.

630. The McIntoshes were actually included in the prior settlement with State Farm, were they not?

MR. MALLETTTE:
Objection on attorney/client privilege grounds. **MAC, OM**
CC
CFAA
WV

MS. NICHOLSON:
Join, and work product.

631. Mr. Scruggs, you were responsible for the allocation of the amounts due those plaintiffs from the gross settlement proceeds in that prior settlement, were you not?
WV

MS. NICHOLSON:
Objection, work product, attorney/client privilege.

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

MR. MALLETTTE:
Object to the form.
WV
CC

MS. NICHOLSON:
Objection, attorney/client privilege, work product.

633. And it's true that the McIntoshes opted out of that settlement, even though State Farm had been initially informed that they would be included?
CC
WV

MS. NICHOLSON:

Object, attorney/client privilege.

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

MR. MALLETTTE:

Objection based on attorney/client privilege and Work Product Doctrine grounds. **MAC**
WV

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

MR. MALLETTTE:

Object on attorney/client privilege and Work Product Doctrine grounds. **MAC**
WV

636. Did you have any contact with the McIntoshes prior to the airing of the 20/20 program?

MR. MALLETTTE:

Object on attorney/client privilege and Work Product Doctrine grounds. **MAC**
WV

637. Did Scruggs Law Firm or you initiate contact with the McIntoshes?

MR. MALLETTTE:

Object to the form, attorney/client privilege and Work Product Doctrine grounds. **MAC**
WV

638. And you and the Scruggs Law Firm have withdrawn from representing them in McIntosh, have you not?

CC

CFAA

WV

639. What fee arrangements do you have with Merlin Law Group, their current counsel, regarding division of any fees received in the McIntosh case?

MR. MALLETTTE:

Objection to the extent it seeks to invade the Work Product Doctrine. **MAC, ATT**

CC

WV

640. Do you have any agreement with the Merlin Law Group concerning reimbursement to the Scruggs Law Firm or SKG for any expenses incurred in the McIntosh case from any recovery?
WV

MS. NICHOLSON:

Objection, Work Product Doctrine and attorney/client privilege.

641. Do you have any agreement with the Merlin Law Firm regarding any division of fees on a quantum meruit bases out of any recovery in this lawsuit?

CC

WV

MS. NICHOLSON:

Objection, Work Product Doctrine, attorney/client privilege.

642. What arrangements does the SKG or the remaining members of the SKG have with the Merlin Law Firm or Merlin Law Group as to fees and expenses?

MR. MALLETTTE:

Object to the form and to the extent it seeks to invade the Work Product Doctrine privilege.

MAC, ATT

CC

WV

643. Have you and Mr. Merlin or any member of the Merlin Law Group been associated in cases other than those arising out of Hurricane Katrina?

MR. MALLETTTE:

Object to the form.

WV

MS. NICHOLSON:

Object to the form. I'm sorry. Were you finished? I'm sorry. As well as Work Product Doctrine.

MR. MALLETTTE:

And I also object to Work Product Doctrine to the extent it seeks to invade it. **OM**

644. Mr. Scruggs, have you ever referred any cases to the Merlin Law Group?

MS. NICHOLSON:

Objection, work product and also we just object to this whole line of questioning as being outside the scope of the deposition.

MR. MALLETTTE:

Join in the second objection.

WV

CC

645. Has anyone at the Merlin Law Group ever referred any cases to you or the Scruggs Law Firm?

MS. NICHOLSON:

Same objection.

MR. MALLETTTE:

Same joinder.

WV

CC

646. Did you or anyone at the Scruggs Law Firm or the SKG recommend to the McIntoshes that they employ the Merlin Law Group?

MR. MALLETTTE:

I object on attorney/client privilege and Work Product Doctrine grounds. **MAC, ATT**

CC

WV

647. Mr. Scruggs, have you or any member of your law firm, specifically including Sid Backstrom, met with Chip Merlin to go over the facts and circumstances of this case?

MR. MALLETTTE:

I object to the form, and object to the extent it seeks to invade the Work Product Doctrine and the attorney/client privilege. **MAC, ATT**

WV

CC

648. Mr. Scruggs, have you delivered all of the physical files of the Scruggs Law Firm related to the McIntoshes to the Merlin Law Firm?

MR. MALLETTTE:

Object on attorney/client privilege and Work Product Doctrine grounds. **MAC, ATT**

CC

CFAA

649. And have you also delivered the laptops that were furnished by the Scruggs Law Firm to the Rigsby sisters to the Merlin Law Firm?

MR. MALLETTE:

Object based on attorney/client privilege grounds and Work Product Doctrine grounds. **MAC, RIGS, ATT**

CC

CFAA

MS. NICHOLSON:

Join, and also object to the form.

650. Have you delivered all remaining documents which were in your possession, originals or copies, to the Merlin Law Group, including those documents that were stolen from the Renfroe company or from State Farm that were in your possession?

MR. MALLETTE:

Object to the form of the question. Object on attorney/client privilege and Work Product Doctrine. **MAC, RIGS, OM**

CC

CFAA

651. Mr. Scruggs, did you come up with the idea of the data dump weekend on June 2nd through 4th, , that the Rigsby sisters conducted?

MR. MALLETTE:

Object on attorney/client privilege and Work Product Doctrine grounds. **RIGS, OM**

CC

CFAA

DC

652. Did you instruct the Rigsby sisters as to what to do during that data dump weekend?

MR. MALLETTE:

Object on attorney/client privilege and Work Product Doctrine grounds. **RIGS, OM**

CC

CFAA

DC

653. And did you personally furnish the Rigsby sisters with a list of your clients that you wanted them to access files and steal documents and data related to those files from State Farm and from Renfroe?

MR. MALLETTE:

Object to the form. Object on attorney/client privilege and object on Work Product Doctrine grounds. **RIGS, OM, MIX**

CC
CFAA
DC

654. Mr. Scruggs, did you personally contact the U.S. Attorney's office and make arrangements to have a set of documents picked up from Cori and Kerri Rigsby on the Monday following the data dump weekend?

MR. MALLETTTE:
Object on Work Product Doctrine grounds. **RIGS, OM**
CC
CFAA
DC

655. Mr. Scruggs, you personally contacted Attorney General Jim Hood's office and also made arrangements to have someone from the Attorney General's office pick up a second set of documents from Cori and Kerri Rigsby that they had stolen from Renfroe and State Farm on Monday, June 5th, as well; is that correct?

MR. MALLETTTE:
Object to the form. Object on Work Product Doctrine grounds. **RIGS, MIX, OM**
CC
CFAA
DC

656. Mr. Scruggs, you kept a third set of documents for yourself; is that correct?

MR. MALLETTTE:
Object to the form.
CC
CFAA
DC

657. Mr. Scruggs, you also duplicated or furnished copies to other members of the SKG, did you not?

MR. MALLETTTE:
Object on Work Product Doctrine grounds. **ATT, OM**
CC
CFAA
DC

658. Mr. Scruggs, you also duplicated and furnished copies to other plaintiffs' lawyers in

Mississippi with whom there was no involvement in these cases; is that correct?

CC

CFAA

DC

659. You also duplicated or furnished copies of these stolen documents to lawyers in other states outside of Mississippi who were not associated with the Scruggs Katrina Group; is that correct?

MR. MALLETTTE:

Object to the form.

CC

CFAA

DC

660. Would you give us a list, please, of everyone to whom you furnished copies of these stolen documents?

MR. MALLETTTE:

I object to the form and I object to the extent it seeks to invade the Work Product Doctrine.

RIGS, OM, ATT

CC

CFAA

DC

661. I'll try to clean that up a little bit. Would you list everyone who is not involved in the representation of State Farm Hurricane Katrina related claims to whom you furnished copies of these documents?

CC

CFAA

DC

662. Mr. Scruggs, the McIntoshes, while you were representing them, the McIntoshes settled with Forensic, did they not?

CC

WV

MS. NICHOLSON:

Objection, attorney/client privilege, Work Product Doctrine.

663. Under the terms and conditions of that settlement, there was no money paid by Forensic to the McIntoshes; is that correct?

MS. NICHOLSON:

Objection, attorney/client privilege, Work Product Doctrine, and we would object to this entire line of questioning as being outside the scope of the deposition and inquiring into confidential negotiations with another party.

MR. MALLETTTE:

And I join the objection. **MAC**

WV

CC

664. And part of the settlement agreement, was it not, Mr. Scruggs, that Forensic would cooperate with the SKG in pursuing claims against State Farm and Renfroe?

MS. NICHOLSON:

Same objections as the last question.

MR. MALLETTTE:

And I, again, join. **MAC**

CC

WV

665. Please list for me the documents that you received from Forensic as part of that settlement which have not been disclosed to either State Farm or Renfroe.

MR. MALLETTTE:

I object to the form.

CC

WV

MS. NICHOLSON:

Object to the form, and same objection as to the last two questions.

666. Please describe any witness statements that may also have been given to you by Forensic as part of that settlement that have not been disclosed to State Farm or Renfroe.

MS. NICHOLSON:

Same objections as to the last three questions.

MR. MALLETTTE:

Join in the objection. **MAC, ATT**

CC

WV

667. Mr. Scruggs, E.A. Renfroe & Company was not a defendant in the McIntosh complaint as

initially filed, was it?
CC

668. Renfroe was subsequently added as a defendant in the First Amended Complaint, was it not?
CC

669. Mr. Scruggs, the First Amended Complaint naming Renfroe as a defendant was not actually filed until after Renfroe filed the Alabama complaint against the Rigsby sisters for breaching the employment contract and other claims; is that correct?

MS. NICHOLSON:
Object to the form.

MR. MALLETTTE:
I object to the form.
CC

670. It's true, is it not, that Renfroe was added as a defendant in the McIntosh case as retaliation for Renfroe suing the Rigsby sisters?

MR. MALLETTTE:
Object to the extent it seeks to invade the Work Product Doctrine. **MAC, RIGS, MIX**
CC

MS. NICHOLSON:
Join, and also the attorney/client privilege.

671. Immediately after you were referred by Judge Acker to the u.s. Attorney's office, and subsequently to the special prosecutors for consideration of criminal contempt charges in Alabama, the Shows case was filed naming Renfroe as a defendant, was it not?

MR. MALLETTTE:
Object to the form.
CC

672. That was done in retaliation against Renfroe, again, for actions taken against you in the Alabama proceedings, wasn't it?

MR. MALLETTTE:
Object to the form to the extent it seeks to invade the attorney/client privilege and/or Work Product Doctrine. **MIX, OM**
CC

673. And almost a week to the day after you were referred by Judge Acker for consideration of criminal contempt charges, the qui tam complaint was amended and named Renfroe and Jana and Gene Renfroe individually as defendants, was it not?

CC

674. And that complaint was amended to add Renfroe and Company and Jana and Gene Renfroe individually as defendants in retaliation against Renfroe for the actions taken against you in the Alabama proceeding, was it not?

MR. MALLETTTE:

Object to the form and object to the extent it seeks to invade the Work Product Doctrine. **MIX, RIGS, OM**

CC

675. Renfroe was not a defendant in the qui tam action as initially filed, was it?

CC

676. And Renfroe, and Jana and Gene Renfroe individually were added as defendants in the amended complaint in qui tam in retaliation for Renfroes filing a successful suit in Alabama against the Rigsby sisters and obtaining an injunction against the Rigsbys; is that correct?

MR. MALLETTTE:

Object to the form. Object to the extent it seeks to invade the Work Product Doctrine privilege.

RIGS, OM

CC

677. Mr. Scruggs, I'm going to show you what was previously marked as Exhibit 12 -- I'm sorry, 10, Exhibit 10 to your deposition. And this is the e-mail from Beth Jones to Rey at CBSNews.com, dated June 6, 2007. On that, it shows as attachments the False Claim Act First Amended Complaint. It also shows an attachment of a PDF of the Renfroe code of conduct, does it not?

MR. MALLETTTE:

Object to the form.

CC

CFAA

DC

MR. MALLETTTE:

And I'll withdraw my objection as to the form of the question. I misunderstood the question.

678. Mr. Scruggs, your office did, in fact, provide the Renfroe code of conduct, a confidential document, to CBC News on June 6, 2007, did it not?

MR. MALLETTTE:

Object on work product grounds. **OM, RIGS**

CC

CFAA

DC

679. That code of conduct was not produced as part of your production to State Farm. I believe Exhibit 10 has one attachment, and that's the False Claims Act, First Amended Complaint. That's document SMPD1-00568 through 612. It does not have a copy of the code of conduct attached. Why didn't you produce the Renfroe -- the rest of the attachments, including the Renfroe code of conduct?

MR. MALLETTTE:

Object to the form.

CC

DC

680. But that code of conduct was, in fact, furnished to ABC - - to CBS News; is that correct?

CC

DC

681. I hand you, also, what was marked as Exhibit 12, and that's a very similar e-mail to Exhibit 10. This e-mail, however, is shown as being sent on Wednesday, June 6th, 2007, at 3:49 p.m., as opposed to Exhibit 10, which was shown as sent at 1:49 p.m.; is that correct?

CC

DC

682. And Exhibit 12, which is Bates numbered SMPH1-001744 also has a date stamp at the bottom left corner which says, 6/25/08; is that correct?

CC

DC

683. What is the meaning of that date code stamp 6/25/08?

CC

DC

684. Mr. Scruggs, did you hire a Nashville, Tennessee public relations firm to assist you in the media campaign regarding Hurricane Katrina related litigation?

WV

CC

MR. MALLETTTE:

Object on Work Product Doctrine grounds. **RIGS, OM**

685. Would you identify the name of that PR firm for us, please?

MR. MALLETTTE:

Object to the form, and to the extent it seeks to invade the Work Product Doctrine. **RIGS, OM**

MR. DOOLEY:

I object because this is beyond the scope of this deposition. This isn't the McIntosh case.

CC

WV

686. And what were the terms and conditions of their employment agreement with that Nashville PR firm

MR. MALLETTTE:

Same objections. **RIGS, OM**

MR. TWIFORD:

687. -- related to Hurricane Katrina cases?

MR. MALLETTTE:

Same objection. **RIGS, OM**

CC

WV

688. Do you have any fee arrangements regarding Katrina-related cases with the Provost, Umphrey law firm that's been entering appearances in a number of these cases?

CC

WV

MR. MALLETTTE:

Object as beyond the scope of this deposition.

689. Mr. Scruggs, you discussed, did you not, with Senator Trent Lott issues regarding the National Flood Insurance Program as it relates to Katrina-related claims?

MR. MALLETTTE:

I object on attorney/client privilege and Work Product Doctrine grounds and as beyond the scope of this deposition. **OM**

CC

WV

690. Were you involved in any congressional hearings conducted by Senator Lott regarding the National Flood Insurance Program?

CC
WV

691. Did you receive information from Senator Lott or members of his staff regarding the National Flood Insurance Program as related to Hurricane Katrina claims?

MR. MALLETTTE:

I object to the extent it seeks to invade attorney/client privilege or Work Product Doctrine privileges. **OM**

CC
WV

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

MR. MALLETTTE:

I object on attorney/client privilege and Work Product Doctrine grounds. **OM**

CC
WV

693. Senator Lott was also a client of yours, was he not?

CC
WV

694. What about your contacts with Representative Gene Taylor regarding the National Flood Insurance Program? Did you have contact with Representative Taylor regarding that?

MR. MALLETTTE:

Object to the form. Object on attorney/client privilege and Work Product Doctrine privilege grounds. **OM**

CC
WV

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

CC
WV

696. Did Representative Taylor or members of his staff furnish you information regarding the congressional hearings that were conducted on that topic?

CC

WV

697. I'm sorry, on the NFIP issues?

CC

WV

698. As a matter of fact, the information that was furnished by Senator Lott's office and by Representative Taylor's office comprised a significant portion of the claims that State Farm and Renfro have defrauded the federal government that you've made a qui tam action, has it not?

MR. MALLETT:

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

OM

WV