

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF MISSISSIPPI  
WESTERN DIVISION**

**WILLIAM ROBERTS WILSON, JR., and  
ROBERTS WILSON, JR., P.C., successor to  
WM. ROBERTS WILSON, JR., P.A.**

**PLAINTIFFS**

**V.**

**NO. 3:09-CV-006-NBB-SAA**

**RICHARD F. SCRUGGS, RICHARD F. SCRUGGS, P.A.,  
SMBD, INC. f/k/a SCRUGGS LEGAL, P.A. f/k/a SCRUGGS,  
MILLETTE, BOZEMAN AND DENT, P.A., SLF, INC. f/k/a  
THE SCRUGGS LAW FIRM, P.A., EDWARD J. PETERS,  
STEVEN A. PATTERSON, TIMOTHY BALDUCCI,  
DAVID ZACHARY SCRUGGS, AND JOHN DOES 1-10**

**DEFENDANTS**

**CROSSCLAIM OF DEFENDANT, STEVEN A. PATTERSON,  
AGAINST DEFENDANT, RICHARD F. SCRUGGS**

COMES NOW defendant/cross-plaintiff, Steven A. Patterson (“Patterson”), and files this crossclaim against defendant/cross-defendant, Richard F. Scruggs (“Scruggs”), and states as follows:

**COUNT I  
INDEMNITY**

1. This defendant has filed Motion to Dismiss the Amended Complaint Pursuant to Federal Rules of Civil Procedure 12(b)(6) and 9(b), which is currently pending before this Court. It is the opinion of Patterson that the motion should be sustained. Alternatively, in the event the Court overrules the motion to dismiss and allows the case to go forward on any counts filed by the plaintiff, then Patterson brings this action over against Richard F. Scruggs for common law indemnity.

2. Patterson’s only involvement in the circumstances surrounding this action was that he was asked by Scruggs’ representatives to find local counsel in Jackson, Mississippi, for the Wilson asbestos case. Patterson had known Attorney Ed Peters (“Peters”) for years and recommended Peters

to Scruggs as local counsel. The only action taken by Patterson was introducing Scruggs and his legal team to Peters so that Peters could be the consulting local counsel in the Wilson litigation.

3. At no time did Patterson have any direct contact with Circuit Judge, Bobby DeLaughter, nor did he attend any meetings when Judge DeLaughter was present. Specifically, Patterson never committed any criminal act whatsoever, such as bribery or fraud, and never committed any act which would amount to general negligence, gross negligence, breach of contract or any other action of whatsoever kind which would cause, contribute to, or relate in any way to any damages allegedly sustained by the plaintiff.

4. Plaintiff's Complaint alleges that Scruggs is guilty of bribing Judge DeLaughter, and defrauding the plaintiff, by and through Peters, and that those actions caused a favorable result in the Wilson case. Patterson had no involvement at all in those circumstances other than introducing Scruggs to the local counsel, Peters. Patterson received no funds, was not compensated in any way, shape or form and is therefore guilty of no active negligence, but at most, passive negligence (which he denies), and was completely unaware of the possibility that Scruggs would allegedly perform any criminal act of any sort to bring potential liability upon himself and others.

5. Scruggs, according to plaintiff, is allegedly guilty of the crimes charged to him in regard to Judge DeLaughter and has pled guilty to some of the same. Therefore, by his own admission, he is guilty of a crime which is one of the elements requiring common law indemnity in favor of Patterson if Patterson had any vicarious responsibility. Of course, if Patterson has no liability to Wilson, Scruggs is not required to indemnify Patterson. However, if Patterson is found to be liable for any negligence, gross negligence or under any other theory that did not include his active participation creating civil liability without Scruggs, and he is deemed to be vicariously liable only because of Scruggs' actions, then he is entitled to complete indemnity for any judgment, settlement, attorney's fees, costs and other consequential or punitive damages caused by cross-defendant,

Scruggs.

**COUNT II**  
**BREACH OF SETTLEMENT AGREEMENT**

6. Cross-plaintiff, Patterson, realleges and adopts by reference all other allegations in this cross-claim and moreover, seeks a second count for breach of an oral settlement agreement.

7. In July 2009, when Scruggs was being temporarily held in Atlanta, Georgia, where Patterson and Scruggs were both in transition to Oxford, Mississippi as witnesses for the DeLaughter trial, Scruggs, on repeated occasions, told Patterson that he was going to settle this case, that he felt responsible for the case and that when he settled, he would pay sufficient funds to dismiss all defendants, specifically including defendant, Patterson, and defendant, Patterson, would be out no money or settlement funds at all in the case. The consideration agreed to for Scruggs settling the matter on behalf of Patterson was that Patterson would not file a claim against Scruggs. Scruggs has now settled the case without notifying defendant, Patterson, or his counsel, and has materially breached the settlement agreement that Scruggs himself made with Patterson and this action seeks enforcement of that settlement agreement. Patterson requests that Scruggs be required to reimburse Patterson for any settlement, between defendant, Patterson, and the plaintiff, Wilson, or any jury verdict against Patterson, along with attorney's fees and costs for the wrongful breach of the agreement as well as punitive damages for the intentional and reckless breach of the settlement agreement..

WHEREFORE, cross-plaintiff, Steven A. Patterson, asks for a judgment over for indemnity and/or contribution, as well as wrongful breach of settlement agreement, against cross-defendant, Richard F. Scruggs, and seeks damages for an amount of any award by a jury or by settlement, along with the costs of court, attorney's fees and consequential and punitive damages against cross-defendant, Scruggs.

THIS, the 12<sup>th</sup> day of November, 2009.

Respectfully submitted,

STEVEN A. PATTERSON, DEFENDANT

/s/ Michael D. Greer

Michael D. Greer, His Attorney  
MB No. 5002

GREER, RUSSELL, DENT & LEATHERS, P.A.  
ATTORNEYS AT LAW  
POST OFFICE BOX 907  
TUPELO, MS 38802  
662-842-5345

**CERTIFICATE OF SERVICE**

I, Michael D. Greer, attorney for Steven A. Patterson, do certify that I have electronically filed the foregoing document with the Clerk of the Court using the ECF system, who forwarded a copy of same to the following:

Charles M. Merkel, Jr.  
Merkel & Cocke  
P. O. Box 1388  
Clarksdale, MS 38614-1388

Cynthia I. Mitchell  
Merkel & Cocke  
P. O. Box 1388  
Clarksdale, MS 38614-1388

Vicki R. Slater  
P. O. Box 23981  
Jackson, MS 39225-3981

J. Cal Mayo, Jr.  
Pope S. Mallette  
Paul B. Watkins, Jr.  
Mayo Mallette, PLLC  
2094 Old Taylor Road  
5 University Office Park  
Post Office Box 1456  
Oxford, MS 38655

Gerald H. Jacks  
Jamie Ferguson Jacks  
Jacks, Adams & Norquist  
150 North Sharpe Avenue  
Post Office Box 1209  
Cleveland, MS 38732

Judson M. Lee  
P. O. Box 2629  
Madison, MS 39130-2629

and I certify that I have mailed the document by United States Mail, postage fully prepaid, to the following non-ECF participants:

William B. Kirksey  
Kirksey & Associates  
Post Office Box 33  
Jackson, MS 39205-0033

Timothy Balducci  
#12739-042  
Satellite Camp - Unit F  
P. O. Box 699  
Estill, SC 29918

THIS, the 12<sup>h</sup> day of November, 2009.

*/s/ Michael D. Greer*

MICHAEL D. GREER