

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

UNITED STATES OF AMERICA

PLAINTIFF

VS.

NO. 3:08-CV137-A-A

\$425,000.00 IN UNITED STATES
CURRENCY

DEFENDANT

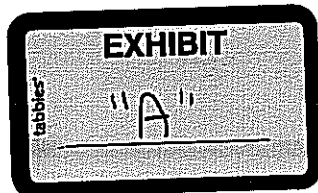
AFFIDAVIT OF JOSEPH C. LANGSTON

STATE OF MISSISSIPPI
COUNTY OF PRENTISS

PERSONALLY APPEARED BEFORE ME the undersigned authority in and for the aforesaid jurisdiction, JOSEPH C. LANGSTON, who being first duly sworn by me, stated on this oath the following:

1. I am the same Joseph C. Langston who has previously entered a plea to conspiracy to corruptly influence a public official, said public official being Judge Bobby DeLaughter and involving the case of *Wm. Roberts Wilson, Jr. and Wm. Roberts Wilson, Jr., P.A. vs Richard F. Scruggs, Richard F. Scruggs, P.A. and Scruggs Legal, P.A.*, Civil Action No. 251-94-582-CIV, Circuit Court of Hinds County, First Judicial District, Mississippi.

2. In consideration of my efforts and those of Ed Peters and others, I ultimately entered into a "reverse contingency fee agreement" with Richard F. Scruggs, wherein Richard F. Scruggs agreed to pay a fee based upon resolving the aforementioned Wilson case for Three (\$3,000,000.00) Million Dollars or less.



The terms of the "reverse contingency fee agreement" was that to the extent the amount paid to Wilson was less than three million dollars, a fee would be paid equal to that amount less than 3 million that Scruggs ultimately paid. After DeLaughter ruled that Wilson was entitled to no more asbestos fees than he had already been paid, the case settled. Myself and Peters became entitled to the "reverse contingency fee".

3. Hinds County Circuit Court Judge Bobby B. DeLaughter ultimately ruled that there were no additional monies owed to Wm. Roberts Wilson, Jr. and Wm. Roberts Wilson, Jr., P.A.

4. Once the Court ruled this way, a settlement was reached and a judgment was entered in favor of Richard F. Scruggs, Richard F. Scruggs, P.A. and Scruggs Legal, P.A. and no additional monies were paid to Wm. Roberts Wilson, Jr. and/or Wm. Roberts Wilson, Jr., P.A. in connection with the state court action.

5. Previously, I arrived at an agreement with Edward J. Peters to pay to him 1/3 of the monies received from Scruggs under the "reverse contingency agreement", and as a result, paid him the total amount of \$1,000,000.00 (even though I did not receive \$3,000,000.00 from Scruggs).

6. The monies paid to Ed Peters were comprised of the monies received from Scruggs pursuant to the "reverse contingency fee agreement" and my agreement with Peters.

7. The persons that should receive the \$425,000.00 seized in this action by the government are the Plaintiffs in the aforementioned Hinds County Circuit Court case. Namely, William Roberts Wilson, Jr. and William Roberts Wilson, Jr., P.A.

Further affiant sayeth not.



JOSEPH C. LANGSTON

SWORN TO AND SUBSCRIBED BEFORE ME, this the 29th day of January, 2009.



NOTARY PUBLIC

