

IN THE CHANCERY COURT OF DAVIDSON COUNTY
TENNESSEE AT NASHVILLE

MARK A. WINSLOW,)
)
 Plaintiff,)
)
 vs.) CASE NO.
) 11C229
 JOHN BRUCE SALTSMAN,)
 JR.,)
)
 Defendant.)
 _____)

VIDEOTAPED DEPOSITION OF:

JOHN B. SALTSMAN, JR.

Taken on Behalf of the Plaintiff

August 10, 2011

VOWELL & JENNINGS, INC.
Court Reporting Services
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Nashville, Tennessee 37201
(615) 256-1935

1 APPEARANCES:

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16

Also Present: Mark A. Winslow

17

Videographer: Jason Powers, Vowell and Jennings

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I N D E X

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WITNESS: JOHN B. SALTSMAN, JR.

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INDEX OF EXAMINATIONS

22

Page

23

By Mr. Blackburn 5

24

25

1 The videotaped deposition of JOHN B.
2 SALTSMAN, JR., was taken by counsel for the
3 Plaintiff at the offices of Waddey & Patterson,
4 1600 Division Street, Suite 500, Tennessee, on
5 August 10, 2011, commencing at 9:18 a.m., for
6 all purposes under the Tennessee Rules of Civil
7 Procedure.

8 The formalities as to notice,
9 caption, certificate, et cetera, are waived.
10 All objections, except as to the form of the
11 questions, are reserved to the hearing.

12 It is agreed that Sandra Andrys,
13 RMR, LCR, being a Notary Public and Court
14 Reporter, may swear the witness, and that the
15 reading and signing of the completed deposition
16 by the witness is reserved.

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* * *

1 P R O C E E D I N G S

2 THE VIDEOGRAPHER: On the record.

3 Today's date is the 10th of August, 2011. The
4 time on the video monitor is 9:15. Read-in has
5 been waived by agreement of counsel.

6 Please state your appearances and
7 whom you represent.

8 MR. BLACKBURN: I'm Gary Blackburn.
9 I represent the plaintiff, Mr. Winslow.

10 MR. NEY: I'm Paul Ney. I represent
11 Mr. Saltsman, the defendant.

12 MR. BLACKBURN: And Chip Saltsman is
13 also here -- Chip Saltsman.

14 THE WITNESS: I'm here too.

15 MR. BLACKBURN: Too many Chips in
16 the room.

17 MR. THROCKMORTON: Chip Throckmorton
18 here on behalf of the plaintiff.

19 MR. BLACKBURN: Chip Throckmorton is
20 also here on behalf of the plaintiff.

21 THE WITNESS: Do I get to use that
22 later when you ask Chip a question, I get to
23 defer?

24 MR. THROCKMORTON: Sure. I'll
25 answer for you.

1 MR. BLACKBURN: I'll be happy to
2 have him answer all your questions.

3 MR. NEY: I'll be happy to object to
4 every one of them.

5 THE VIDEOGRAPHER: Thank you,
6 gentlemen. Would the reporter please swear in
7 the witness.

8 JOHN B. SALTSMAN, JR.
9 having been first duly sworn, was examined and
10 testified as follows:

11 E X A M I N A T I O N

12 BY MR. BLACKBURN:

13 Q. Would you state your name for the record,
14 please, sir.

15 A. Yeah. John Bruce Saltsman, Jr.

16 Q. Mr. Saltsman, have you ever had your
17 deposition taken before today?

18 A. I don't think so.

19 Q. Well, you are well represented. I'm sure
20 you've had the explanation, but let me -- let me
21 just tell you a couple of brief things that we
22 customarily do. And that is that this is taken
23 in conjunction with this lawsuit that's pending
24 in Davidson County in the circuit court, and
25 it's my intention to ask questions that

1 generally relate, of course, to that lawsuit.

2 In the course of that it's entirely
3 possible that I'll ask a question that is --
4 that is vague or which you don't understand.
5 And if that's the case, please just tell me.
6 That's not my intention, but it's a routine
7 thing that occurs.

8 Secondly, even though we do have a
9 videographer, our official record will be that
10 transcription by the court reporter. So if you
11 would, please answer out loud with yeses and nos
12 rather than the way that we ordinarily
13 communicate so that it will be clear on the
14 record.

15 And -- and for the same reason, if
16 you would please allow me to finish my
17 questions, and then I will extend to you the
18 same courtesy and allow you to finish your
19 responses, that way we know what response
20 matches what question.

21 A. Sure.

22 Q. If at any time you need a break, other
23 than the time of when a question is on the table
24 unanswered, but aside from that, please just let
25 us know. This is not an endurance contest.

1 A. Sure.

2 Q. We're just trying to gather information
3 for purposes of our claim.

4 Now, very briefly, Mr. Saltsman, can
5 you just tell us your general background, where
6 you're from, your education, and so forth.

7 A. Yeah. I grew up in Nashville, went to
8 Father Ryan High School here; went to Memphis
9 for college at Christian Brothers University and
10 stayed there -- actually, came back and went
11 back there for graduate school.

12 Started out with -- in my career
13 after graduate school with Congressman Don
14 Sundquist. I was his driver, basically, as a
15 lot of people start out in politics.

16 He ran for governor, was his AA for
17 a couple years. We took a year off, went to
18 work for the McKinsey companies down in
19 Cleveland, Tennessee.

20 Came back, was party chairman for a
21 couple years. Then I got hired by Senator Bill
22 Frist to work with him, and did that.

23 Also ran -- after Bill Frist,
24 campaign manager for Mike Huckabee's
25 presidential campaign.

1 In between that I've done some
2 private investment deals and private equity
3 deals along the way.

4 Q. And you're -- in what subjects were your
5 undergraduate degree and your graduate?

6 A. Economics and finance, and got a master's
7 in organizational management.

8 Q. All right. Do you have any specific
9 training or background in public relations or
10 advertising, aside from on-the-job training?

11 A. On-the-job training.

12 Q. Okay. What -- you said that you were AA,
13 is that administrative assistant?

14 A. Administrative assistant.

15 Q. For --

16 A. Governor Don Sundquist.

17 Q. Is that when he was governor or when he
18 was --

19 A. That's when he was governor. When he was
20 congressman I was field rep, but it was -- you
21 know, I drove the van.

22 Q. I understand. And what was your title
23 and job responsibilities with Senator Frist?

24 A. I was a senior political advisor for his
25 PAC.

1 Q. All right. So you were not --

2 A. Yes, ma'am. Slower? Okay.

3 Q. You were not on the government payroll at
4 that time?

5 A. Not for Senator Frist, no, sir.

6 Q. Okay. And how long did you serve in that
7 capacity for Senator Frist?

8 A. Well, let's see, there's -- there's
9 two -- two tours of duty there. There was one
10 after I was party chairman. I was at the
11 National Republican Senatorial Committee, and I
12 was his -- I don't know exactly what my title
13 was, but I -- in the fund raising side and
14 traveled with him around the country.

15 And then when he -- after that I
16 went back home and did some things. Then I
17 became majority leader. And then I went back up
18 there again to work for his PAC as senior
19 political advisor.

20 Q. Did you ever relocate to Washington?

21 A. I -- I was -- I was up there a couple
22 days a week. And I've always -- Nashville has
23 always been my home, so I always came back
24 pretty much every weekend.

25 Q. And what was your title and

1 responsibilities with Governor Huckabee?

2 A. I was his national campaign manager.

3 Q. Was that in 2008?

4 A. 2007, 2008; it was about 14, 15 months, I
5 think, total, total. We started in January of
6 '07, and I think we pulled out after Texas,
7 which was March.

8 Q. My recollection is that he didn't remain
9 in the race to the convention.

10 A. That is correct.

11 Q. That is the Republican Convention.

12 A. That is correct. You mean there's
13 another one?

14 Q. Yeah. It is -- it is like -- it has been
15 said that -- who was it? Will Rogers said that,
16 "I don't belong to any organized political
17 party, I'm a democrat."

18 A. That's exactly right. That's exactly
19 right.

20 Q. All right. And have you done campaign
21 consulting; not management, as you did with
22 Governor Huckabee, but consulting, media
23 consulting, and -- and other types of
24 consulting?

25 A. Yes.

1 Q. Now, that's sort of a term of art that
2 I'm familiar with, having been around campaigns.
3 But can you tell the folks on the jury what a
4 campaign consultant is?

5 A. Well, there's a lot of different campaign
6 consultants. So which one are you talking --
7 are you talking about a general consultant, a
8 media consultant, a mail consultant, a polster?

9 Q. Let's talk about -- why don't we just
10 talk about the roles that you played as
11 consultant.

12 A. Okay. I've kind of run the gambit. As a
13 general consultant you really do kind of oversee
14 the whole campaign, everything from hiring
15 staff, to media message, to polling, to mail.

16 If you're a media consultant only,
17 you're only worried about TV and radio and kind
18 of the media message. If you're a mail guy,
19 you're talking about direct mail. If you're the
20 polster, you're dealing with polling.

21 So it's really all subsections of --
22 of a greater kind of game plan. And the
23 campaign manager or the general consultant,
24 depending on how the campaigns are set up, kind
25 of drives the whole overall strategy.

1 Q. What campaigns have you served as a
2 consultant in?

3 A. The Chuck Fleischmann's campaign, Andre
4 Bauer's campaign, who was running for governor
5 of South Carolina. Those were two that I was
6 paid directly by the campaigns. I worked on
7 Rand Paul's senate campaign, but I was paid
8 through a media consultant on that.

9 And then through the nature of my
10 time with Governor Huckabee I was an unpaid
11 consultant, if you will. And it's hard to say
12 "consultant," because I talked directly to the
13 candidate. And that was Marco Rubio in Florida,
14 Danny Tarkanian in California, Bob Vander Plaats
15 in Iowa, and probably another 10 or 15 guys who
16 called me once or twice throughout the campaign
17 cycle for advice.

18 Q. Who is the one in Iowa?

19 A. Bob Vander Plaats.

20 Q. Vander Plaats.

21 All right. So let me -- let me ask
22 you about those.

23 A. Sure.

24 Q. I'll try to do these in the order in
25 which you gave them.

1 A. Sure.

2 Q. Andre Bauer --

3 A. Yeah.

4 Q. -- ran for governor of --

5 A. He did.

6 Q. -- South Carolina?

7 A. He was lieutenant governor, if I
8 remember; that's correct.

9 Q. And ran against Nikki Haley --

10 A. Haley.

11 Q. -- who --- and others?

12 A. Yeah, it was -- it was a four-way
13 primary.

14 Q. All right. And he was defeated in the
15 primary?

16 A. He was.

17 Q. So that would have been in -- was that in
18 2010?

19 A. That was the same cycle, yeah.

20 Q. Rand Paul, are you referring to now
21 Senator Paul?

22 A. That's correct.

23 Q. And what year did you work with him?

24 A. The same cycle.

25 Q. 2010?

1 A. Yeah.

2 Q. All right. And did you have the same or
3 a different set of responsibilities for Senator
4 Paul as to --

5 A. Completely different.

6 Q. Governor Bauer, is it B-A-U --

7 A. B-A -- B-A-U-E-R.

8 Q. -- E-R. Well, let's talk about Bauer.
9 Did you participate in media purchases?

10 A. Participate in media purchases, yes, I
11 did.

12 Q. For him?

13 A. I did.

14 Q. And did that include any -- any of the
15 creative side?

16 A. Yes, it did.

17 Q. Okay. Who -- who did the creative work,
18 that is, actually producing the commercials
19 themselves?

20 A. I did, along with Bob Wickers.

21 Q. Who is Mr. Wickers?

22 A. He is the principal in Wickers and
23 Dresner, which is a media firm.

24 Q. Where are they located?

25 A. New York and San Francisco.

1 Oh, and I forgot to add the
2 governor's race in Alabama. I helped them for
3 about two days after the primary, I flew down
4 there.

5 Q. Who was that?

6 A. Dr. Bennett.

7 Q. Bennett?

8 A. Yeah.

9 Q. All right. And Rand Paul --

10 A. Yeah.

11 Q. -- what -- what services did you perform
12 there?

13 A. Started off -- he's in Bowling Green, so
14 it was a pretty easy trip back and forth. It
15 started off just early on helping him walk
16 through the primary system.

17 If Senator Bunning did not run -- he
18 had made a commitment not to run against him.
19 Trey Grayson had already kind of started
20 running, but Rand -- so just kind of the early
21 part was more positioning, when to run, when to
22 get out there, when to start raising money, just
23 kind of more general strategy-type stuff.

24 Helped him on when he got -- when he
25 decided to get in -- obviously, he had a pretty

1 interesting national base with his dad in how to
2 walk through -- you know, we jokingly always say
3 when your -- when your dad is famous, you get
4 half their friends, but you get all their
5 enemies. And -- and so kind of walking through
6 that strategy with him.

7 We worked on some mail stuff with
8 him early on. And then later on it was just
9 doing the media stuff, and I was -- it was -- I
10 was working with a media consultant out of Ohio
11 that was doing their TV. And I was helping --

12 Q. Who was that?

13 A. Strategic -- Strategy Group. Strategy
14 Group.

15 Q. Strategy Group?

16 A. Yeah.

17 Q. Who was the principal in that?

18 A. Rex Elsass.

19 Q. Elsass?

20 A. Yeah.

21 Q. E-L --

22 A. E-L-S-A-S-S, I think.

23 Q. All right. And then Marc, what's the
24 last name?

25 A. Marc?

1 Q. O'Rubio.

2 A. Marco Rubio.

3 Q. O'Rubio?

4 A. Rubio. No, just Rubio, R-U-B-I-O.

5 Q. Okay, I'm sorry. And where is Mr. Rubio?

6 A. He's in the United States Senate.

7 Q. Where, what state?

8 A. Florida, I'm sorry.

9 Q. All right. And what did you do for
10 Senator Rubio?

11 A. Marco is a little bit more personal. He
12 had been our state chairman in Florida. He
13 started out a race where he was way, way behind.
14 He was the underdog, nobody gave him a chance.

15 He was running against a sitting
16 incumbent governor. Everybody -- all the
17 establishment folks were trying to talk him out
18 of running, and so I -- I was more of a sounding
19 board for him.

20 I was not -- I didn't do the media
21 stuff. I didn't do any of that kind of
22 messaging stuff. I just helped him walk through
23 why he should be in this race, and kind of more,
24 I would almost say, support than anything else.

25 And so we talked on occasion and

1 just kind of walked him through. You know: So
2 you only raised a couple hundred thousand
3 dollars; that's good, just don't spend it. You
4 know, that kind of stuff.

5 Q. Now, were you compensated for your work
6 for Andre Bauer?

7 A. Yes.

8 Q. And for Rand Paul?

9 A. Yes.

10 Q. And what about for Mr. Rubio?

11 A. No. That was more of a -- friendly
12 advice.

13 Q. Okay. Tarkanian?

14 A. Yeah. No, friendly advice there too.
15 Most of these people had involved and helped me
16 with the Huckabee campaign two years earlier,
17 and I was -- they all talked to Governor
18 Huckabee and he said call Chip, and so most of
19 them did.

20 Q. Vander Plaats?

21 A. Yeah, I didn't get paid for that.

22 Q. What state was this?

23 A. Iowa.

24 Q. Yes, you told me that.

25 And the last one is Bennett?

1 A. Yeah, in Alabama. And he was another
2 Huckabee endorsement, and he was running in a
3 tough primary. I was not involved in the
4 primary.

5 And after he won the primary there
6 was a possible recount, and so I went down there
7 for two days with his campaign staff and him and
8 literally sat in his house for two days talking
9 through a recount strategy.

10 Ultimately, there wasn't a recount,
11 so I wasn't -- I never was employed.

12 Q. All right. So then in -- aside from
13 Mr. Fleischmann, the two that you were paid on
14 that year were Bauer and Rand Paul?

15 A. Correct. And with Rand Paul I was paid
16 through the media consultants, not through his
17 campaign directly.

18 Q. And what -- and with Governor Bauer, that
19 was paid through his --

20 A. Campaign.

21 Q. -- campaign?

22 A. Yes, sir.

23 Q. Now, I understand that media consultants
24 can be paid at the time or by means of
25 purchasing?

1 A. That's correct.

2 Q. That is a percentage of money spent to
3 purchase an ad.

4 A. That's correct.

5 Q. Have you been compensated in that way by
6 any candidate?

7 A. Andre Bauer.

8 Q. Just Bauer?

9 A. Yes, sir.

10 Q. What is the -- what's the typical
11 percentage --

12 A. In this case -- in this case I was
13 doing -- since I was doing the message and doing
14 the producing of the ad, not the placement, I
15 was working with Wickers and Dresner.

16 And we were doing that and I was
17 getting paid a percentage of their percentage.
18 So I think I made, I want to say, maybe two
19 percent, maybe two and a half.

20 I really don't know the exact
21 number. I can go back and find that for you if
22 I need to.

23 Q. And you said that you created the -- the
24 message?

25 A. I was part of the team that did, yeah.

1 Q. All right.

2 A. I mean, there's no one message there
3 usually; it's a team effort.

4 Q. Well, as I understand it, a campaign
5 that's properly put together tries to have a
6 coherent message --

7 A. Sure.

8 Q. -- and some discipline to stick to it.

9 Did you help form that with
10 Mr. Bauer?

11 A. Yeah, but I'm not sure we had a very
12 coherent or disciplined message.

13 Q. I spent a lot of time in South Carolina,
14 so I agree.

15 A. Yeah, you understand.

16 Q. Yeah.

17 A. It's in the trenches in South Carolina.

18 Q. Yeah. Now, there is an entity of which
19 you have -- with which you had a connection, as
20 I understand it, called S & S?

21 A. Yes, sir.

22 Q. What's the full name of that?

23 A. S & S Strategies.

24 Q. Strategies. And that was an LLC?

25 A. Yes, sir.

1 Q. And who were the members of the LLC?

2 A. That would be me.

3 Q. Just you?

4 A. Yes, sir.

5 Q. Who is the other "S"?

6 A. There is no other "S."

7 Q. Has there ever been?

8 A. Well, where I got the name from is my
9 father's company. Fifty years ago we had S & S
10 Farms, and I just -- I've always used S & S.

11 Q. Did you have a participant in that
12 business named Smith?

13 A. No.

14 Q. So S & S never had any connection to --
15 what's his first name, Steve -- Steve Smith?

16 A. No.

17 Q. Do you know Steve Smith?

18 A. I know a lot of Steve Smiths.

19 Q. You know the one I'm talking about?

20 A. Which one are you talking about?

21 Q. Howery Smith.

22 A. The father or the son?

23 Q. The son.

24 A. I know the son.

25 Q. Okay. Have you done any business with

1 him?

2 A. Not any business. He ran my RNC race,
3 and his father and I are very good friends.

4 Q. All right. Now, RNC, just for the
5 record, you mean Republican National Committee?

6 A. Republican National Committee, yes, sir.

7 Q. You ran unsuccessfully for --

8 A. National chairman.

9 Q. -- national chairman? What year was
10 that?

11 A. 2000 -- after the 2008 election, so it
12 was 2009.

13 Q. Is the S & S -- is that business still in
14 business?

15 A. It is still in business, and my father
16 runs it now.

17 Q. What does your father do?

18 A. He consults.

19 Q. What sort of consulting does he do?

20 A. Mostly transportation issues.

21 Q. What does that mean, transportation
22 issues?

23 A. He consults with construction companies
24 or engineering firms or -- that want to -- you
25 know, that deal with transportation and

1 infrastructure.

2 Q. Transportation and infrastructure?

3 A. Yeah.

4 Q. Okay. Now, let's talk for a minute about
5 the -- the work that you did for
6 Mr. Fleischmann.

7 A. Yes.

8 Q. How long have you known Congressman
9 Fleischmann?

10 A. Met him in the '94 campaign, so probably
11 met him sometime in '93.

12 Q. How old is he?

13 A. Today?

14 Q. Yes, sir.

15 A. Forty-eight, I think.

16 Q. So he would have been -- how long ago was
17 that?

18 A. It's been too long.

19 Q. Yes. I'm with you there. Let's see,
20 that's 17 years ago?

21 A. That's probably right, yes, sir.

22 Q. And was he participating in some campaign
23 in '94?

24 A. He did. He helped us in the Sundquist
25 campaign. He was a big supporter of Governor

1 Sundquist.

2 I got to know him, and every time we
3 called on him -- as you know, you have been in
4 campaigns. And early on in a primary, even
5 though we felt pretty good about our primary,
6 you really desperately want people to come to
7 your events because nobody knows you. And every
8 time we called Chuck, he managed to get 10 or 15
9 people either to a coffee or whatever and was
10 very helpful during the campaign.

11 And we just kind of became friends,
12 and I called on him several times in the first
13 term, and he always helped us. And when I was
14 party chairman he helped me, and we just had a
15 longstanding friendship.

16 Q. And you are employed for him as
17 congressman at this time?

18 A. That is correct.

19 Q. What's your job title?

20 A. Chief of staff.

21 Q. What sort of career did Mr. Fleischmann
22 have before he ran for congress?

23 A. He was an attorney.

24 Q. I think he described himself at times as
25 a -- as a small businessman.

1 A. Sure.

2 Q. Is that -- is that the business?

3 A. Yeah.

4 Q. The little bit of confusion I have, and
5 you may be able to clear this up for me. Is
6 that in one of the -- our allegations in the
7 complaint we said that you have been employed or
8 retained in some capacity by the campaign, and
9 that -- that question was number 30, and it was
10 -- it was denied.

11 And in looking at that yesterday, I
12 thought that you maybe have been making some
13 distinction that wasn't apparent in the question
14 itself.

15 So what did you do for that
16 campaign, and how were you compensated?

17 A. The campaign engaged S & S Strategies to
18 do the work.

19 Q. Okay. So that was the distinction you
20 were making?

21 A. Yes, sir.

22 Q. That you were employed by S & S, and
23 S & S was employed by Mr. Fleischmann?

24 A. That's correct.

25 Q. And at that juncture S & S was you?

1 A. Yes, sir.

2 Q. No other members at that time?

3 A. No, sir.

4 (Document marked as Exhibit 1).

5 BY MR. BLACKBURN:

6 Q. Let me show you an advisory opinion. We
7 have marked this as Exhibit No. 1, and this is
8 an advisory opinion published in July of 2011 by
9 the Federal Election Commission.

10 Are you familiar with that?

11 A. Let's see. Yeah, I'm familiar with that
12 now.

13 Q. What -- just describe that document,
14 please, for the jury.

15 A. Basically saying that Mark is suing me
16 and we -- and we asked if it was okay to --
17 since I was working -- since S & S was working
18 on the campaign and I was employed by S & S,
19 that the campaign funds could pay for my
20 defense.

21 THE WITNESS: Is that about right?

22 BY MR. BLACKBURN:

23 Q. I think it is. Did you prepare the --
24 I'm not sure what the form would be, but the --
25 the inquiry to the FEC?

1 A. I did not.

2 Q. Who -- who did that?

3 A. I don't know. I assumed it was
4 Congressman Fleischmann since it was his
5 campaign, or maybe the treasurer, I don't know.

6 Q. Who was the treasurer?

7 A. Randal -- I don't know Randal's last
8 name. I do know his last name, but I don't
9 recall it right now.

10 Q. Is he the one who is registered with the
11 Federal Election --

12 A. Yeah.

13 Q. -- Commission --

14 A. Yeah.

15 Q. -- as the treasurer?

16 A. Yeah. Randal Herbert, I'm sorry.

17 Q. Herb?

18 A. Herbert.

19 Q. Herbert. Where does Mr. Herbert live?

20 A. Chattanooga.

21 Q. And he is not on the staff of the
22 congressman, is he?

23 A. No, he's the treasurer for the campaign.

24 Q. Oh, I see it here. There's a revised
25 draft, that's the one that's published. And --

1 but I do have a draft of an opinion, and I see
2 it's addressed to Mr. --

3 A. Herbert.

4 Q. I think it's Hebert.

5 A. I always call him Herbert. Maybe I've
6 been getting it wrong.

7 Q. H-E-B-E-R-T is how he's addressed in
8 the --

9 MR. NEY: That would be Hebert,
10 and --

11 THE WITNESS: Hebert.

12 MR. BLACKBURN: Hebert.

13 THE WITNESS: Hebert.

14 BY MR. BLACKBURN:

15 Q. Yeah. Well, at any rate, we're talking
16 about the same person?

17 A. Yes, sir.

18 Q. And this document indicates that they
19 were responding to an advisory opinion request
20 on behalf of Chuck Fleischmann for congress.

21 Now, I understand that Mr. -- how
22 are we going to call his name? I don't care.

23 A. Randal.

24 Q. Randal. That -- would this necessarily
25 have come from him? Because the reason I ask

1 that is I note that the response, the letter
2 response, is addressed to him.

3 A. Yeah, it came from him.

4 Q. All right. Did he talk to you or you to
5 him about the subject?

6 A. I know he knew about it.

7 Q. I guess a better way to ask is what was
8 his occasion for seeking the opinion?

9 A. I would assume Congressman Fleischmann
10 asked him about it.

11 Q. Well, the question presented, and this is
12 in --

13 MR. BLACKBURN: Paul, if you want to
14 mark this as Exhibit 2, I --

15 MR. NEY: Okay.

16 MR. BLACKBURN: This is just a
17 preliminary document.

18 BY MR. BLACKBURN:

19 Q. The question presented, according to the
20 FEC is, "May the committee use campaign funds to
21 pay legal fees and expenses of a campaign
22 consultant arising from a civil suit against the
23 campaign consultant brought by an employee of
24 the candidate's opponent during the 2010
25 election."

1 Did you participate in forming that
2 question?

3 A. I did not.

4 Q. Did you request compensation? Did you
5 request that your expenses be covered by the
6 campaign?

7 A. The congressman and I talked about it,
8 and he made the suggestion that he would find
9 out if the campaign could pay for it.

10 Q. And for the record, let me ask you some
11 questions that are going to be painfully
12 obvious, but I just want to have them in the
13 record.

14 A. I'm good at answering those.

15 Q. I regret that I'm good at asking them.

16 The --

17 MR. NEY: I'll regret that he said
18 that he was good at answering them.

19 BY MR. BLACKBURN:

20 Q. The questions that I want to -- the
21 things I want to clear up is, you have -- when
22 you run for a federal office --

23 THE WITNESS: Hey, Paul, a little
24 more if you're going.

25 MR. NEY: Excuse me.

1 BY MR. BLACKBURN:

2 Q. When you run for a federal office, it's
3 necessary to register with the Federal Election
4 Commission --

5 A. Yes, sir.

6 Q. -- right?

7 And then there are various laws
8 having to do with contribution limits, reporting
9 of expenditures, reporting of various things
10 that are done; is that correct?

11 A. Yes, sir.

12 Q. And those reports are typically signed by
13 the treasurer --

14 A. Yes, sir.

15 Q. -- under penalties of perjury. I've
16 signed some of them.

17 And you submit that as truthful on
18 behalf of the campaign and, of course, under
19 one's own signature as a treasurer.

20 A. Right.

21 Q. And these funds are raised from those who
22 are contributing to a campaign?

23 A. That would be correct.

24 Q. All right. Had you read this opinion
25 that's Exhibit No. 1 --

1 A. Yes.

2 Q. -- prior to the time I handed it to you
3 today?

4 A. I was aware of it, but I don't think I
5 read the whole thing.

6 Q. All right. Help me with this. It's my
7 sense of this reading it, is that in order to
8 have your expenses reimbursed or paid out of
9 campaign funds raised on behalf of the
10 congressman, it was necessary, number one, to
11 represent that you were a campaign consultant
12 doing work for Mr. Fleischmann's campaign;
13 right?

14 A. It seems so.

15 Q. And, of course, that's -- that's
16 accurate?

17 A. Yeah.

18 Q. Okay. And then, secondly, that the --
19 the lawsuit, at least in terms of the
20 allegations in the complaint, arose out of
21 events that occurred during that campaign --

22 A. Yes, sir.

23 Q. -- correct?

24 Now, that campaign obviously was
25 Congressman Fleischmann's campaign; correct?

1 A. That would be correct.

2 Q. And what you were doing, you were doing
3 on behalf of the congressman -- he wasn't a
4 congressman then, but on behalf of the
5 candidate?

6 A. Yes.

7 Q. These commercials that we all see have
8 the candidate typically speaking at the end,
9 saying, "I approve this message," or words to
10 that effect?

11 A. That's actually a federal law now.

12 Q. All right. And that was true in this
13 campaign, as in all others --

14 A. Yes, sir.

15 Q. -- right?

16 Does the candidate actually see the
17 message before he approves it?

18 A. Not in all -- not in all cases, no.

19 Q. Well, he's telling the public that he
20 has?

21 A. Yeah.

22 Q. He's implying it. What about
23 Mr. Fleischmann, did he see the commercials that
24 were published -- were -- well, "published" is
25 the right word --

1 A. He --

2 Q. -- displayed on his behalf?

3 A. He -- I have to think about this for a
4 second. He saw some of the ads maybe the day of
5 or after they started airing.

6 Q. Are you aware of any ad that was
7 presented on his behalf which he never saw or
8 was not familiar with?

9 A. I don't know.

10 Q. Well, specifically we are concerned here
11 in part about so-called attack ad or ads that
12 were used against Ms. Smith, talking about
13 alleged compensation by the Tennessee Republican
14 Party. Did he -- was he aware of those?

15 A. I believe he was aware of the -- the
16 concept of the ads, yeah.

17 Q. Did he ever object to those being aired
18 on his behalf?

19 A. Not that I can recall.

20 Q. Did you ever explain to him the source of
21 the information?

22 A. Several times, you know, as we were going
23 through the campaign, obviously you are bringing
24 your candidate up to speed on what's happening
25 and some of the issues that are out there.

1 And, obviously, he was aware of the
2 bigger issue that Robin Smith left the party
3 broke. That was the issue that I felt the
4 campaign was going to be built around, the fact
5 that she left the party \$100,000 in debt.

6 Q. Is that broke?

7 A. To some people, that's not. If you're in
8 Washington, it is. But for a party to have
9 \$100,000 in debt when she left, had trouble
10 making payroll the next two weeks, yeah, that's
11 broke.

12 Q. What happened after the next two weeks?

13 A. A new chairman got elected, and they
14 started raising a lot of money really quick to
15 make payroll.

16 Q. Well, there was a fundraising event
17 within two or three weeks of her departure;
18 wasn't there?

19 A. No, sir, not that I'm aware of.

20 Q. Within a month of her departure what was
21 the financial condition of the party?

22 A. The only thing I can speak to is what it
23 was when she left, which was \$100,000 in debt.

24 Q. You indicated that when she left an audit
25 was performed.

1 A. A review, I think it was.

2 Q. Well, I think you're right, it was a
3 review.

4 Do the rules or bylaws of the party
5 require a review after each change of
6 administration, so to speak?

7 A. If I -- I'm not as familiar with the
8 bylaws as I once was, but it's my understanding
9 that every party chairman has a review or an
10 audit or whatever you want to call it after
11 their tenure.

12 Q. Did you actually have possession,
13 physical possession, of any review that was done
14 after Ms. Smith left that office?

15 A. I got it probably -- yeah, at some point
16 I had it, but I didn't have it then.

17 Q. Who performs this review?

18 A. I think in this case it was Decosimo.

19 Q. Who is that?

20 A. An accounting firm in Chattanooga.

21 Q. All right. Well, let's talk generally
22 speaking for a moment. You know the difference,
23 don't you, with your educational background
24 between a review and an audit?

25 A. Yeah.

1 Q. What --

2 A. I also know that there's a lot of people
3 that interchangeably, who's probably not in the
4 accounting world, probably use them the same
5 way. A review and an audit are the same thing
6 to many people.

7 Q. Well, most words can be misused if we
8 have a motivation to do it; can't they?

9 A. If you say so.

10 Q. I do.

11 In this instance the State of
12 Tennessee is not involved in the process,
13 though; is it?

14 A. For this review?

15 Q. For a review -- when the -- when a party
16 chairman leaves office and there is a review
17 mandated by the bylaws of the organization --

18 A. Right.

19 Q. -- regardless of the party --

20 A. Right.

21 Q. -- that's not a State of Tennessee
22 function; is it?

23 A. I'm not familiar with the Democrat side,
24 but on the Republican side, no.

25 Q. Well, if it was a state function, it

1 would have to be by statute; wouldn't it?

2 A. Okay.

3 Q. Are you aware --

4 A. I'm not familiar with the Democrat
5 party's rules.

6 Q. Well, are you familiar with any statute
7 that requires a review of a political party?

8 A. I don't know.

9 Q. If there is such a thing, you're not
10 suggesting; are you, that Ms. Smith -- that
11 candidate Smith at that time -- that the review
12 was conducted by virtue of a requirement of the
13 State of Tennessee?

14 A. No.

15 Q. Okay. Had you -- and I want to return to
16 this.

17 A review is different from an audit
18 in terms of the depth of it, generally speaking;
19 is that accurate?

20 A. I'm not familiar with my CPA definitions.

21 Q. Well, have you ever been audited by the
22 IRS?

23 A. No.

24 Q. Thank God. Have you -- are you
25 familiar -- have you ever been involved in a

1 business that had an audit as opposed to a
2 review?

3 A. I've been involved in businesses that
4 have had reviews and audits and all of the
5 above.

6 Q. Well, the audit is a much more refined
7 process where documents are looked at and
8 backup --

9 A. Yeah.

10 Q. -- materials are consultants; is that
11 right?

12 A. Yeah. And one thing I know about the
13 both of them is if you got money, it shows; and
14 if you don't, it shows that too.

15 Q. Your campaign ran an ad and had a
16 Web site to refer to. I should remember.

17 MR. BLACKBURN: What's the name of
18 that Web site?

19 MR. THROCKMORTON: View the
20 Proof.Com.

21 BY MR. BLACKBURN:

22 Q. Review the Proof? Are you familiar with
23 the Web site called Review the Proof.Com?

24 A. Yes.

25 MR. NEY: It's "view."

1 MR. THROCKMORTON: It's "view."

2 MR. NEY: Not "review."

3 BY MR. BLACKBURN:

4 Q. View the Proof.

5 Did you post any items, any alleged
6 documents on that Web site?

7 A. I didn't personally post anything on that
8 Web site.

9 Q. Did you see that certain things were
10 posted on the Web site?

11 A. All the -- what I said was that the
12 documents that we had -- view -- view -- posted
13 on that site so people could see the truth.

14 Q. Could see the truth?

15 A. Yeah.

16 Q. Now, what documents did you have posted
17 so that people could see the so-called truth?

18 A. We had a copy of the document that showed
19 the party was broke. We had a document that
20 was -- I can't remember the exact name of it. A
21 document on -- an employment agreement signed by
22 Robin and Mark extending his agreement,
23 employment agreement, until the end of the year.

24 Then we had a document that was
25 between -- there was an unexecuted document

1 between Mark and the party.

2 And then we had, I believe, FEC
3 documents showing that Mark was being paid by
4 the state party during the timeline and the
5 congressional campaign during the timeline, and
6 basically showing that the party was paying him
7 while he was working for Robin Smith.

8 Q. All right. Now the --

9 A. And I think that's all.

10 Q. The -- well, let's talk about those one
11 at a time. But, first this -- you know, I -- I
12 used to have a rotary dial phone and a party
13 line, so I'm not terribly conversant with these
14 things, but there's something called a domain.

15 A. A domain.

16 Q. What is that in computer terms?

17 A. I don't know. A domain name?

18 Q. Who owned the site, the -- View the
19 Proof.Com? Who owns it, or is there an owner?

20 A. I'm sure there is an owner. I'm not
21 sure. I don't know who owns it.

22 Q. Was it --

23 A. I don't own it.

24 Q. Was it established by the campaign?

25 A. I don't know if the campaign did it or

1 maybe a consultant or a third party. I don't
2 know.

3 Q. Whatever expenses were involved in it,
4 though, ultimately were borne by the campaign?

5 A. I would think so.

6 Q. On behalf of Mr. Fleischmann?

7 A. Yeah, the campaign.

8 Q. Okay. And I don't mean disrespect. In
9 congress, congressmen are referred to as mister;
10 isn't that correct?

11 A. Mister --

12 Q. Yeah. One congressman will address
13 another as mister?

14 MR. NEY: He's just trying to get
15 the lingo right. He's not senator.

16 THE WITNESS: Oh.

17 MR. NEY: He's representative or --

18 THE WITNESS: Yeah.

19 MR. NEY: -- mister --

20 THE WITNESS: Yeah.

21 MR. NEY: -- or something.

22 THE WITNESS: Yeah.

23 BY MR. BLACKBURN:

24 Q. Yeah, or the gentleman --

25 MR. NEY: So Mr. Fleischmann works

1 for us, so you don't get mad.

2 THE WITNESS: Or Chuck or whatever
3 you want to --

4 BY MR. BLACKBURN:

5 Q. I don't -- I don't want to use an
6 expression that might --

7 A. Yeah.

8 Q. -- be seen as disrespectful. I
9 understand that --

10 A. No disrespect taken at all.

11 Q. Okay. All right. Well,
12 Mr. Fleischmann's campaign then was the ultimate
13 sponsor, so to speak, of this View the Proof.Com
14 Web site; correct?

15 A. Yes.

16 Q. Was this Web site entirely truthful? You
17 said that was its purpose.

18 A. Yeah, in my opinion it was.

19 Q. Really?

20 MR. BLACKBURN: Do we have that page
21 available that shows the so-called audit?

22 MR. WINSLOW: Which one?

23 MR. THROCKMORTON: We have the video
24 of the commercial.

25 MR. BLACKBURN: That shows the

1 audit?

2 MR. THROCKMORTON: Yeah.

3 MR. BLACKBURN: All right.

4 MR. THROCKMORTON: Am I at a perfect
5 juncture to play that?

6 MR. BLACKBURN: This might be a good
7 time. We have the -- we have one of the
8 commercials. What's the date of this one, or do
9 we know? It's one that ran more than once.

10 MR. WINSLOW: It ran through the
11 entire length of the campaign.

12 BY MR. BLACKBURN:

13 Q. All right. It's a commercial, and -- and
14 I've asked that my client bring his laptop so we
15 can play it.

16 And we discussed before we began
17 that the -- probably the easiest way for this to
18 be displayed to others later is if the
19 videographer would download the commercial for
20 better quality.

21 But I want us to look at it together
22 so that when that's done, we all agree that
23 we've seen the same thing.

24 A. Sure.

25 MR. THROCKMORTON: Should we take a

1 recess to do that, for you guys to look at it
2 and us to discuss it for a moment, or do you
3 want to stay on the record? How do you want to
4 do that, Paul?

5 THE WITNESS: I'm good, let's keep
6 going.

7 MR. NEY: Let's take a look. Play
8 it, let's all look at it and see how it plays
9 out. And if -- if I think there's any confusion
10 about it, I might ask that we do something to
11 get the record clear, but --

12 MR. THROCKMORTON: Do you want to
13 step -- everybody want to step around here?

14 MR. WINSLOW: It's probably easier
15 for me to just turn the computer around.

16 THE WITNESS: Yeah.

17 MR. BLACKBURN: Well, he --

18 MR. THROCKMORTON: He's not going to
19 be able to see it.

20 THE WITNESS: I'm tethered.

21 MR. BLACKBURN: To the microphone,
22 yeah.

23 MR. THROCKMORTON: That's why I
24 suggest you might want to watch it --

25 MR. NEY: Well, let's -- let's just

1 hit it and see if he can -- what he can capture.
2 He may be able to see it, he may not. If not,
3 you've got --

4 THE WITNESS: I've got -- I've got
5 feet.

6 MR. NEY: You've got three feet, you
7 can move in either direction.

8 MR. BLACKBURN: It's coming up.

9 MR. NEY: That's pretty good.

10 (Audio playback).

11 MR. BLACKBURN: Can you pause that?

12 MR. THROCKMORTON: On the cover page
13 of the audit, please.

14 MR. BLACKBURN: Stop.

15 BY MR. BLACKBURN:

16 Q. Do you see the document that is portrayed
17 next to the head shot of Ms. Smith?

18 A. I do.

19 Q. That's a false document; isn't it?

20 A. I don't know that.

21 Q. Well, it says "Tennessee Republican Party
22 Audit." Do you see that?

23 A. I do.

24 Q. There never was an audit undertaken of
25 the --

1 A. There was a review.

2 Q. Right. Which is a different thing from
3 an audit.

4 A. Well, like I said, I've used "review" and
5 "audit" in the same words before. Like you
6 said, a lot of different words mean the same
7 thing.

8 Q. Oh, you have?

9 You see the seal of the State of
10 Tennessee above that?

11 A. Yeah.

12 Q. That's intended to suggest that this is
13 an audit, not a review. And it's conducted by
14 the State of Tennessee; isn't it?

15 A. That's your opinion.

16 Q. Well, what is it?

17 A. Well, in my opinion --

18 Q. Why is it there?

19 A. In my opinion, you're campaigning in a
20 city in Chattanooga that borders Georgia and
21 Tennessee with congressional races going on in
22 both states and TV commercials running in
23 Chattanooga for Georgia and Tennessee, and we --
24 to make sure that's focused on Tennessee, we put
25 Tennessee on there. And you've got to say "TN"

1 so people know it's Tennessee.

2 Q. You put -- you display a document with
3 the seal of the State of Tennessee; correct?

4 A. That's a -- yeah, that is the seal of the
5 State of Tennessee.

6 Q. All right. And the -- have you seen the
7 actual review that was conducted at the -- the
8 routine review done by the party?

9 A. I've seen pages of it, yeah. I've seen
10 the -- what I had that we posted up, that's what
11 I saw.

12 Q. Does it have --

13 A. I never saw a cover page.

14 Q. Have you seen any part of it that
15 suggests the State of Tennessee conducted it?

16 A. It was done in the State of Tennessee.

17 Q. I'm talking about the State of Tennessee.
18 We're in the state capital right here, we
19 know --

20 A. Yes.

21 Q. -- what that is.

22 A. Yeah.

23 Q. Did the State of Tennessee conduct an
24 audit?

25 A. Can they?

1 Q. Did they?

2 A. On this campaign?

3 Q. You know they didn't. Why can't you just
4 answer that?

5 A. I'm not -- I'm not answering -- I don't
6 understand what you're saying.

7 Q. The State of Tennessee did not do an
8 audit of the Republican Party at the conclusion
9 of Robin Smith's term?

10 A. Joe Decosimo did, or the Decosimo Company
11 did.

12 Q. And they're not the State of Tennessee?

13 A. They are not the State of Tennessee.

14 Q. They weren't employed by or paid by the
15 State of Tennessee?

16 A. Not by the State of Tennessee. They were
17 paid by the Tennessee Republican Party.

18 Q. Do you know that the -- if there's an
19 audit of anything, the comptroller's office does
20 it?

21 A. I didn't know that.

22 Q. If the State of Tennessee did not do
23 this, then they didn't put a seal of the State
24 of Tennessee on any -- any document; did they?

25 A. I guess not, but a lot of people put the

1 state seal on stuff.

2 Q. Especially if they're running for -- if
3 they're trying to create a false impression to a
4 voter.

5 A. I disagree with that. I think there's a
6 lot of people that use the state seal that when
7 they're running for office all across, from
8 state rep to state senator.

9 Q. You're portraying this document as being
10 a cover page of an actual document; aren't you?

11 A. That page right there, that image right
12 there is to make sure that people know that
13 there was an audit done, a review done of the
14 Tennessee Republican Party, and that Robin Smith
15 was chairman and she left the party broke.

16 Q. You're --

17 A. But there was a document out there that
18 showed that to be true.

19 Q. You're asking people to go to a Web site
20 called View the Proof?

21 A. Yes, sir.

22 Q. All right. And so this document, this --
23 this faux document was on that Web site; wasn't
24 it?

25 A. The numbers were on the Web site,

1 correct.

2 Q. All right. Let me just point here. It
3 says, "Tennessee Republican Party audit."

4 There is no document with the State
5 of Tennessee seal on it in existence on this
6 planet that says that; is there?

7 A. I don't know that.

8 Q. Well, if you know it, could you furnish
9 it to me?

10 A. I don't know that it exists or not. All
11 I can tell you is there's a document on View the
12 Proof that showed she left the party \$100,000 in
13 debt.

14 Q. You -- you've never seen such a document;
15 have you?

16 A. I saw the document that showed her
17 leaving a hundred -- - the party \$100,000 in
18 debt.

19 Q. That's interesting, but I have a
20 different question.

21 A. Okay.

22 Q. My question is, you've never seen a
23 document that looks like what is on this screen?

24 A. That screen is to show --

25 Q. Have you?

1 A. -- that was there a Republican Party
2 document that shows her leaving the party broke.

3 Q. We'll -- we'll talk --

4 A. If you listen to the voiceover, that's
5 what it's talking about.

6 Q. We'll talk about your motivations in a
7 moment. Right now I want to clear this up on --
8 on this purported document.

9 This looks like a cover page;
10 doesn't it?

11 A. It looks like a cover page to you.

12 Q. All right. Well, it would look like a
13 cover page to anyone of reasonable intelligence
14 and 20/20 vision; wouldn't it?

15 A. Well, I --

16 Q. You've got -- you've got a seal and
17 you've got --

18 A. I'm sure people question my intelligence
19 and my 20/20 vision.

20 Q. Then it says "Chairwoman Robin Smith"
21 underneath; right?

22 A. Yes, sir.

23 Q. You're trying to add authority,
24 authenticity to this allegation by this means;
25 aren't you?

1 A. I didn't need to do that. She left the
2 party \$100,000 in debt.

3 Q. Whether you needed to do it or not, that
4 was your purpose --

5 A. It was \$100,000 debt --

6 THE REPORTER: Excuse me.

7 THE WITNESS: Sorry.

8 BY MR. BLACKBURN:

9 Q. Whether you needed to or not, that was
10 your purpose in this presentation; wasn't it?

11 A. That's your opinion.

12 Q. I'm asking you, and it is my opinion and
13 the opinion of a lot of people, but I'm asking
14 you your intention having helped create it.

15 A. Again, my intention was to show that
16 there was a document out there that Robin Smith
17 left the party \$100,000 in debt, and that's what
18 we did.

19 Q. On the Web site, or the referral to the
20 Web site, doesn't the ad call this an official
21 audit? Do you see this one?

22 A. Yeah.

23 Q. Let's play it. Let's play it and see if
24 that's on there.

25 (Audio playback).

1 MR. BLACKBURN: Let's stop there.

2 BY MR. BLACKBURN:

3 Q. "She won't release the official audit."

4 What official audit?

5 A. The review that -- the document that she
6 had from her time as party chairman showing that
7 she left the party broke, she had a copy of it
8 and she wouldn't release it.

9 Q. Did you have it?

10 A. I did not have it. Let --

11 Q. You didn't have it?

12 A. Let me rephrase that. Let me -- I don't
13 know when that --

14 THE WITNESS: When did that start
15 airing, Mark?

16 BY MR. BLACKBURN:

17 Q. Well, just -- just stick to my question.

18 A. Okay.

19 MR. NEY: Well, let's -- let's get
20 the time for --

21 BY MR. BLACKBURN:

22 Q. Did you ever have an official audit --

23 A. Yeah.

24 Q. Did you ever have an official audit in
25 your hands?

1 A. I had a copy of a document that showed
2 her leaving \$100,000 -- and whether you want to
3 call it an audit or a review or whatever you
4 want to call it, that's what I had.

5 Q. I'm just trying to stick to your
6 nomenclature.

7 You called it an official audit.

8 A. I also called it a review.

9 Q. And we already talked about that, that
10 there was never an audit.

11 A. I've also called it a review.

12 Q. No, no, this commercial.

13 A. No, but I called it a review many other
14 times.

15 Q. All right. Is that document kept by the
16 Republican Party?

17 A. I don't know that.

18 Q. Well, if it's done by this accounting
19 firm, what did they do with it?

20 A. I don't know.

21 Q. What did they do with yours?

22 A. I don't know. I think maybe the -- the
23 CPA that did it had it.

24 Q. Did you see it?

25 A. I think I did. God, that's been ten

1 years ago. I assume I saw it, but I don't -- I
2 don't remember, you know, studying on it.

3 Q. When you left -- what year did you leave
4 the chairmanship of the Republican Party?

5 A. 2001, I think, in April or May.

6 Q. And --

7 A. Something along those lines.

8 Q. And a review was done then, was required
9 to be done then --

10 A. Yeah.

11 Q. -- by the party bylaws; wasn't it?

12 A. Yeah.

13 Q. All right. And that was done. Was
14 anything further done on yours? Was an audit
15 performed as opposed to a review?

16 A. I don't remember.

17 Q. Well, what did it reveal?

18 A. That we had -- we were in a good, healthy
19 financial position and we left with cash in the
20 bank.

21 Q. Is that all it said?

22 A. I don't remember.

23 Q. Was there any criticism to which you had
24 to respond as a result of the review or audit?

25 A. I think there's not been a party chairman

1 in the history of Tennessee that has not been
2 criticized for their time as party chairman.

3 Q. Well, I suspect that's true of all
4 parties. But what specific criticism did you
5 have to respond to as a result of the review or
6 audit that was conducted when you left?

7 A. I don't remember.

8 Q. None of it?

9 A. I don't remember any of it.

10 Q. The ad then refers, as we've already
11 said, to the -- to the Web site. Was this --
12 was this document with the state seal on the Web
13 site?

14 A. The document on the Web site was the
15 numbers showing her leaving the party broke.

16 Q. Well, I understand that, and I understand
17 your -- your word "broke."

18 But what I'm talking about was the
19 -- the document itself with the state seal, was
20 there such a document or purported document on
21 the Web site?

22 A. Go to the Web site, you'll see a document
23 showing that she left the party broke.
24 Whether -- I mean, that's what the document was.

25 Q. All right. You understand my question;

1 don't you?

2 A. I think so.

3 Q. Well, would you please answer it?

4 A. I think I am answering it.

5 Q. The document we have just looked at, the
6 purported document on this screen that has the
7 state seal and the word "audit," was that on the
8 Web site or not?

9 A. The document on the Web site was the --
10 the document that showed her leaving the party
11 broke, that was -- which was the issue that we
12 brought up in the campaign commercial.

13 MR. BLACKBURN: Can you -- can you
14 take -- reverse it, just a moment?

15 (Audio playback).

16 MR. BLACKBURN: Stop.

17 BY MR. BLACKBURN:

18 Q. That's the document we talked about, the
19 supposed document we talked about a moment ago.
20 And that document or that display had to be
21 created for the purpose of this ad; didn't it?

22 A. That image was created for that ad.

23 Q. All right. Who created it?

24 A. Strategy Group in Ohio.

25 MR. NEY: Gary, let me ask you.

1 Does -- I can't see from here. Does that show
2 us how far into the ad we are at the frame you
3 stopped? Is there a designation of the time
4 that we might --

5 MR. WINSLOW: Nineteen seconds.

6 MR. NEY: Nineteen seconds? Is that
7 what it is? Because -- because it's useful, I
8 think, for the record that -- that we be able to
9 say we stopped it at 19 seconds.

10 MR. BLACKBURN: Yes.

11 MR. NEY: That's the frame we're
12 looking at.

13 MR. BLACKBURN: I think that's a
14 very good suggestion. That's what --

15 (Audio playback).

16 MR. BLACKBURN: Stop.

17 MR. WINSLOW: Seventeen seconds.

18 MR. NEY: Seventeen seconds.

19 MR. BLACKBURN: Yeah, it begins at
20 17 seconds.

21 MR. NEY: Okay. Just -- I just want
22 to get that clear, because we're having a
23 conversation about something that doesn't have a
24 physical exhibit.

25 BY MR. BLACKBURN:

1 Q. How do you go about creating this image?
2 What do you do?

3 And I'm not talking about Ms. Smith.

4 A. Yeah.

5 Q. I'm talking about the thing that has the
6 state seal.

7 A. I was in -- I was not in the studio when
8 that image was created, but I assume you do it
9 with software.

10 Q. You do it with software?

11 A. Yeah.

12 Q. All right. So you're having to use -- by
13 "software," you mean this is a computer-created
14 image rather than a document that's photocopied?

15 A. The whole 30-second ad was a computer
16 image, yeah.

17 Q. All right. But this particular one is an
18 image created by computer and not a presentation
19 of a document that exists?

20 A. That whole ad, starting from the very
21 beginning where we talk about Robin Smith
22 leaving the party \$100,000 in debt until the
23 very end, including that image, is talking about
24 going to this Web site to look at the documents
25 to prove that, and that's what we did.

1 Q. All right. So inasmuch as this was
2 created by computer, there is not and never has
3 been in existence any document that has the seal
4 of the State of Tennessee, the words "Tennessee
5 Republican Party Audit," and then "Chairwoman
6 Robin Smith" in italics?

7 A. There's a document on the Web site
8 that'll show that she left \$100,000 in debt.

9 Q. Is the answer to my question, no, there
10 isn't?

11 A. I don't know the answer to your question.

12 Q. If there is, would you furnish it?

13 A. I don't know the answer to your question.

14 Q. You've never seen it?

15 A. I don't know the answer to your question.

16 Q. You just told me it was created by
17 computer.

18 A. You guys -- about that TV ad, it was
19 created by computer.

20 Q. No, I'm asking about the image on the
21 screen. I think you know what I'm asking.

22 A. Well, the image on the screen and the
23 whole 30-second ad was done on a computer.

24 Q. On a computer?

25 A. Yes, sir.

1 Q. Consequently, the answer to my question
2 is, no, there never was such a piece of paper in
3 existence on this planet; correct?

4 A. That's your opinion.

5 Q. That's a fact; isn't it? It's not an
6 opinion. If it's not -- if it's merely my
7 opinion --

8 A. I don't know that that doesn't exist.

9 Q. You don't know -- you -- you told me it
10 was created by a computer.

11 A. The whole TV ad, yes, sir.

12 Q. So what is it you think may exist?

13 A. The document showing she leaving the
14 party \$100,000 in debt. Not only does it
15 exist --

16 Q. I'm talking about --

17 A. -- it's on the Web site.

18 Q. I'm referring to the misleading
19 presentation of this as an audit with the state
20 seal on it.

21 A. That's your opinion that it's misleading.

22 Q. There is no such document in existence
23 and never has been; isn't that --

24 A. I don't know that.

25 Q. -- accurate?

1 A. I don't know that.

2 Q. Well, if you know of one, wouldn't you
3 have actually had the actual document and
4 photocopied that because that would have been
5 the proof of the truth of the matter; right?

6 A. Not necessarily, because we had the proof
7 because it was on the Web site.

8 Q. You don't recall whether at the time you
9 left office yours was a review or an audit?

10 A. No, sir.

11 Q. Did the fact that the records were
12 reviewed or audited at the time you left suggest
13 any misconduct on your part?

14 A. No.

15 Q. The mere fact of a review then suggested
16 no misconduct on Ms. Smith's part either; did
17 it?

18 A. It suggested and proved that she left the
19 party \$100,000 in debt when she left.

20 Q. I understand you're staying on message,
21 Mr. Saltsman. But I'm asking a very specific
22 question.

23 The fact that a review is performed
24 is because the bylaws said so; correct?

25 A. That would be correct.

1 Q. All right. And so the mere fact of a
2 review says nothing about the individual being
3 reviewed, any more than it did you?

4 A. It just stated that she left the party
5 broke.

6 Q. The fact of the review says nothing.
7 It's not done only in extraordinary
8 circumstances, it's always done; isn't that
9 accurate?

10 A. It's done to show where the financial
11 state of the party is when the chairman leaves.
12 In this case, Robin Smith, when she left, left
13 it \$100,000 in debt.

14 Q. You had a referral -- let's -- let's --
15 we never did finish that commercial. Let's do
16 that for context.

17 MR. NEY: Okay.

18 (Audio playback).

19 MR. BLACKBURN: Stop it.

20 BY MR. BLACKBURN:

21 Q. Where did you obtain, by the way, that
22 photograph of Robin Smith?

23 A. I don't know.

24 Q. Did you see those glasses that she was
25 wearing?

1 A. If you could go back.

2 (Audio playback).

3 BY MR. BLACKBURN:

4 Q. Who chose that?

5 A. The guys in Ohio.

6 Q. In Ohio. Those are -- those look like
7 safety glasses to me. Do you know what they
8 are?

9 A. To me they look like shooting glass.

10 Q. Shooting glasses. Well, they're the same
11 thing.

12 A. I would disagree. Shooting glasses are
13 not the same. Safety glasses kind of denotes
14 work. I think a shooting glass -- maybe she was
15 in a shooting event or an NRA.

16 Q. You should have said that. You should
17 have said: Here she was at the NRA.

18 A. Thanks, man.

19 Q. And then you just heard -- I don't want
20 to be too redundant, but the last thing we heard
21 audibly was, was that she refused to release an
22 official audit.

23 If there were no official audit,
24 there would have been nothing for her to release
25 called an "official audit"; would there?

1 A. She had a copy of the official document
2 showing that she left the party broke.

3 Q. You understand that there's a difference
4 between an audit and a review. We've gone over
5 that; correct, sir?

6 A. I don't -- I think people -- there's a
7 lot of people out there, including myself, that
8 use "review" and "audit" in the same context.

9 Q. Those who know the difference, though,
10 wouldn't say that; would they, there is a
11 difference?

12 A. I don't know that.

13 Q. You don't know a difference between an
14 audit and a review?

15 A. I'll tell you -- I just told you that I
16 use review and audit in the same context.

17 Q. You do. If there is no document on this
18 planet entitled "official audit," she could
19 hardly have released it; could she?

20 A. I don't know that that document doesn't
21 exist.

22 Q. Oh, you think there is an official audit
23 somewhere?

24 A. I don't know.

25 Q. Where is it?

1 A. I don't know.

2 Q. And you didn't know --

3 A. I don't know. I don't know if it exists
4 or not.

5 Q. And you -- you've never known whether it
6 existed; correct?

7 A. I know that I had a document showing her
8 time as party chairman. The numbers proved that
9 she left the party \$100,000 in debt. That's
10 what I know.

11 Q. How many -- how many times would you like
12 to repeat that?

13 A. As many times as you would --

14 Q. Maybe we can just go ahead and let you
15 get it out of your system.

16 A. As many times as you would like to ask
17 it.

18 Q. Yeah, I'm sure.

19 All right. Well, let's go back to
20 the rest of the message. "A failed record of
21 busting budgets," what budget are you referring
22 to?

23 A. In this particular case, Robin Smith
24 busting the party budget.

25 Q. The party budget. Where is the party

1 budget? Have you seen it?

2 A. Yeah. There was a document on View the
3 Proof.Com showing her leaving the party busted.

4 Q. All right. Do you know the difference
5 between a budget and the results of spending
6 shown on a review? My wife doesn't.

7 A. Yeah. I'm assuming that's going to be
8 off the record.

9 Would you repeat the question,
10 please?

11 Q. The federal government has a budget.

12 A. Yeah.

13 Q. And it's very --

14 MR. NEY: No, it doesn't, actually.

15 MR. BLACKBURN: And it is broke.

16 No, it has a budget, and we are broke.

17 MR. NEY: We just ignore it.

18 BY MR. BLACKBURN:

19 Q. Hey, every deficit is not a -- a busted
20 budget; is it?

21 A. I disagree with that. I think every
22 organization, especially the Republican Party,
23 being a former chairman, is we had a budget from
24 the day one.

25 And any campaign has a budget, and

1 any campaign structure should have a budget.

2 And if they end the campaign or the cycle broke,
3 they've busted the budget.

4 Q. Let's go back for a moment to the part
5 that describes the -- uses the words "lavish"
6 and "bonus."

7 MR. BLACKBURN: Can you rewind to
8 that?

9 (Audio playback).

10 MR. BLACKBURN: Stop.

11 BY MR. BLACKBURN:

12 Q. Who -- who were the future campaign staff
13 to which this ad makes reference?

14 A. Mr. Winslow.

15 Q. Just him?

16 A. Yeah, Mr. Winslow.

17 Q. This seems to suggest a plural, "future
18 campaign staff." Was that unintentional?

19 A. No, staff is staff. Staff can be one or
20 ten. If you -- if you refer to somebody as
21 staff, you would refer to me as a staff member.

22 Q. Right.

23 A. You can refer to him as a campaign staff.

24 Q. And if I were referring to all those who
25 worked for Mr. Fleishman, I --

1 A. It's also staff.

2 Q. Staff. But you're only referring to
3 Mr. Winslow here?

4 A. Yes, sir.

5 Q. That's your only intention; right?

6 You said that you had a document
7 which was an agreement, and I want to show
8 you -- I think we have had -- we've marked these
9 both as Exhibit 2.

10 MR. BLACKBURN: Can you make 2-A on
11 the second document, please? Just mark that as
12 2.

13 MR. NEY: So is the FEC preliminary
14 document going to be 2?

15 THE WITNESS: By the way, where do
16 you want me to give this -- this one, back to
17 you?

18 MR. BLACKBURN: Yes, that was --
19 that was No. 1.

20 MR. NEY: The advisory opinion.

21 MR. BLACKBURN: The advisory opinion
22 has not been made an exhibit.

23 MR. NEY: Isn't that what No. 1 is?

24 MR. BLACKBURN: Well, there's two.
25 You see, there's the -- excuse me, the one

1 that's No. 1 is the published advisory opinion.

2 MR. NEY: Okay.

3 MR. BLACKBURN: And the other one to
4 which I made reference is a memorandum to the
5 commission for the meeting of 5-26-11, which
6 probably is the document that preceded the
7 meeting resulting in the published opinion.

8 MR. NEY: Okay. And that's going to
9 be 2?

10 MR. BLACKBURN: Well, we've already
11 marked this as 2. Why don't we make this 1-A,
12 since we've talked about it and it relates to
13 the same thing.

14 MR. NEY: Okay.

15 (Document marked as Exhibit 1-A).

16 MR. BLACKBURN: All right. And then
17 if you would, please, the agreement -- document
18 that's called "Agreement," and a document called
19 "Release and Nondisclosure Agreement," are 2 and
20 2-A. The Agreement is 2, the Release and
21 Nondisclosure is 2-A. If you'd mark that for
22 me.

23 (Documents marked as Exhibits 2 and
24 2-A).

25 BY MR. BLACKBURN:

1 Q. Number 2 called "Agreement" is one of the
2 documents to which you referred that were
3 mentioned in the commercial, posted on the Web
4 site.

5 A. Yes, sir.

6 Q. Is that accurate? All right.

7 What is that document?

8 A. It looks like it's an agreement between
9 Robin Smith and Mark Winslow to state employees
10 at the party through the end of the year.

11 Q. Robin Smith personally?

12 A. Yes, sir.

13 Q. All right. Well, look at the first
14 sentence and just read that for the record,
15 please.

16 A. "Agreement is between Mark Winslow and
17 the Tennessee Republican Party," and it was
18 signed by Robin Smith.

19 Q. This -- specifically it says -- correct
20 me if I'm wrong -- "This agreement is entered
21 into on May 12, 2009 between Mark A. Winslow,
22 chief of staff, and the Tennessee Republican
23 Party."

24 A. That is correct, and signed by Robin
25 Smith.

1 Q. I understand that. You can get -- you'll
2 get your message in before we're done.

3 Look at the end.

4 A. The end of the document?

5 Q. The second page.

6 A. Okay.

7 Q. Where it's signed. And that's what
8 you're referring to as signed by Robin Smith?

9 A. Yes, sir.

10 Q. In what capacity?

11 A. Chairman --

12 Q. For the party?

13 A. -- of the Tennessee Republican Party.

14 Q. All right. This is not a personal
15 contract between Ms. Smith and Mr. Winslow; is
16 it?

17 A. It is not a personal contract, no, sir.

18 Q. All right. And it's a contract of
19 employment basically for a specific term; isn't
20 it?

21 A. That's what it appears to be, yes, sir.

22 Q. Look over the second page here. "Chief
23 of staff," that's Mr. Winslow, "agrees that he
24 will not directly or indirectly disparage,
25 defame, besmirch the reputation, character,

1 image of the party or its employees, directors
2 or officers." Do you see that?

3 A. Yes, sir.

4 Q. Now that's -- that's a benefit to the
5 party; isn't it? You don't want the --

6 A. I don't know.

7 Q. -- chief of staff bad-mouthing the party;
8 do you?

9 A. It happens.

10 Q. I know, which explains the placement here
11 of this document -- in this document.

12 Also, it requires that the chief of
13 staff not disclose to any person any
14 confidential information of the party; correct?

15 A. Okay.

16 Q. What was the date of the primary,
17 Republican primary?

18 A. Oh, August -- the first week of August
19 maybe, 2010, I believe.

20 Q. 2010. When did Ms. Smith leave her
21 position?

22 A. End of May, I believe. I don't know the
23 exact date.

24 Q. Of what year?

25 A. Of 2009.

1 Q. Of 2009. Did Mr. Winslow remain as the
2 chief of staff after her departure?

3 A. I don't know.

4 Q. You don't know?

5 A. I don't know.

6 Q. This provides for compensation of \$3,916
7 monthly?

8 A. Yes, sir, it says that.

9 Q. This goes through simply the end of that
10 calendar year; doesn't it?

11 A. That's what it says.

12 Q. All right. The election was the
13 following year, 2010?

14 A. Yes, sir.

15 Q. All right. When did Mr. Fleischmann
16 declare his candidacy?

17 A. It may have been about this time.

18 Q. What time?

19 A. May of 2009.

20 Q. Do you know?

21 A. I could get you the exact date. I just
22 don't remember it, but I think it's May.

23 Q. When did he file his papers with the
24 Federal Election Commission?

25 A. It was -- what was the end of the second

1 quarter? Is that -- it may have been July; June
2 or July. I don't know the -- I really don't
3 know the exact time frame. I -- I just don't
4 know.

5 Q. Of 2009?

6 A. But I -- but it was -- it was earlier
7 2009, second quarter, I believe. I'm -- but I'm
8 not exactly sure of when it was, the exact date.

9 Q. Would you anticipate that someone who
10 serves as chief of staff of the party would also
11 be directly involved in the campaign in a -- in
12 a primary campaign?

13 A. Not necessarily.

14 Q. Well, this describes a job of chief of
15 staff and compensation for that job; doesn't it?

16 A. Yes, sir.

17 Q. All right. Your ad refers to a lavish
18 bonus. Do you recall that?

19 A. Yes, sir.

20 (Document marked as Exhibit 3).

21 BY MR. BLACKBURN:

22 Q. Let me show you -- and we'll get to 2-A
23 in just a moment. Let me show you something
24 that I've marked as Exhibit 3.

25 Back before Google we used to have

1 these books that we carried around called
2 dictionaries.

3 A. I've heard rumors of these things.

4 Q. Yes.

5 A. I actually remember them back in high
6 school and college.

7 Q. This actually is from my freshman year at
8 UT Knoxville.

9 A. Congratulations.

10 MR. NEY: Is this the old English
11 edition, Gary?

12 THE WITNESS: I also hear there's
13 big buildings that have lots of these books in
14 them.

15 BY MR. BLACKBURN:

16 Q. Yes. Yes. I have marked that with a
17 highlighter on two definitions, one is the
18 definition of "bonus."

19 A. Okay.

20 Q. Can you -- can you just read into the
21 record the definition? I've marked it so you
22 can find it easily.

23 A. Yes, thank you. "Noun, good - more at
24 bounty; something given in addition to what is
25 usual or strictly due." British: "Dividend;

1 money or an equivalent given in addition to an
2 employee's usual compensation; C: A premium
3 given by a corporation to a purchaser of its
4 securities."

5 Now, there's more, but you didn't
6 highlight more.

7 Q. Well, the other has to do with government
8 subsidies and things of that nature.

9 A. Yes.

10 Q. You had the -- for example, the so-called
11 bonus marchers. Do you remember them?

12 A. Uh-uh.

13 Q. Coxey's Army? That was a bonus for World
14 War I veterans.

15 A. You are now dating yourself,
16 Mr. Blackburn.

17 Q. Yeah. I wasn't alive, I just read about
18 it.

19 So let's go first, please, to the
20 Exhibit 2.

21 A. Yeah.

22 Q. Show me in that exhibit --

23 A. Is this Exhibit 2?

24 MR. NEY: Yes.

25 BY MR. BLACKBURN:

1 Q. The Agreement.

2 A. Yes, okay.

3 Q. Where is the bonus?

4 A. This is an agreement for employment, this
5 isn't anything else.

6 Q. Right, right. I agree with you. There
7 is no provision in here for a bonus; is there?

8 A. This is an employment agreement.

9 Q. An employment agreement for a certain
10 term?

11 A. Yes, until the end of the year.

12 Q. All right. May 12, '09 through
13 December 31, '09?

14 A. Yes, sir.

15 Q. Right. And it has a specific salary?

16 A. Yes, sir.

17 Q. Okay. If you would return to our
18 dictionary there. And I'll ask you first, do
19 you have any quarrel with Mr. Webster's
20 definition of "bonus"?

21 A. I try not to second-guess my elders, and
22 Mr. Webster is definitely my elder.

23 Q. Look to the next page.

24 A. Yes.

25 Q. It has the word "lavish." What does

1 lavish mean according to Mr. Webster?

2 A. "Expending or bestowing profusely:
3 Prodigal; expended or produced in abundance."

4 Q. So returning for just a moment to the --
5 to the contract itself, there is nothing in
6 there that can fairly or reasonably be
7 characterized as either a bonus or lavish; is
8 there?

9 A. I don't know that.

10 Q. You don't know that. All right. Tell me
11 what -- what's the bonus and tell me what's
12 lavish.

13 A. I couldn't speak to what's lavish for
14 Mark or anybody else in this document.

15 Q. Well, you did, though.

16 A. Not in this document, no, sir.

17 Q. All right. The second document, we
18 marked this as 2-A, this is a proposed Release
19 and Nondisclosure Agreement. I believe this is
20 the second document that you had posted.

21 A. Yes.

22 Q. Does it describe anywhere in it a bonus?

23 A. In these documents here for the payments
24 at the end?

25 Q. The only two that you claim you had when

1 you described them as a "lavish bonus."

2 A. I'm sorry?

3 Q. The only two documents you claim you had
4 at the time of this published -- of publishing
5 of the commercial.

6 A. Showing the payments showing that Mark
7 was getting paid when he was not working was the
8 lavish bonus.

9 Q. My question is, do you show anything in
10 this document that can fairly be described as a
11 bonus, using the definition that we have just
12 agreed upon?

13 MR. NEY: Can we hold on a second,
14 Gary? I think you've attached documents -- the
15 Release and Nondisclosure Agreement is the two
16 pages, and then in addition, on 2-A we have some
17 of the FEC printouts. You might have intended
18 that, but I just want to be clear.

19 MR. BLACKBURN: Why don't we just
20 stick to the first part. Just pull that off and
21 we'll come back to those.

22 MR. NEY: Because they're separate
23 documents --

24 MR. BLACKBURN: I think you're
25 right.

1 MR. NEY: -- which were posted, I
2 believe.

3 THE WITNESS: Okay, I'm sorry.

4 BY MR. BLACKBURN:

5 Q. All right. That is a -- purports to be a
6 proposed release; is that correct?

7 A. Yes, sir, a Release and Nondisclosure
8 Agreement.

9 Q. And that is signed by Mr. Winslow?

10 A. But it's not executed.

11 Q. You mean it's not -- there's no
12 indication it's been accepted by the party?

13 A. That -- there's no signature by
14 Mr. Devaney on this.

15 Q. Do you have any reason to believe now or
16 ever that any payments were made subject to that
17 document?

18 A. Yes, because if you look at that --

19 Q. Subject to that document?

20 A. I don't know about this document, but in
21 this -- in -- if you follow and look at the FEC
22 reports, it shows that Mark received \$12,500
23 from the party during the three months when he
24 did not work for the party.

25 Q. My question has to do with that document.

1 That is a proposed release.

2 A. Okay.

3 Q. What's it releasing?

4 A. It talks about paying him \$15,664.

5 Q. To release what?

6 A. To release him from working from the
7 party, I guess.

8 Q. Are you guessing, or do you know?

9 A. It's been a while since I've read all
10 this. I guess I'm guessing.

11 Q. That is a proposed document resolving a
12 claim under the employment agreement; isn't it?

13 A. One more time.

14 Q. That is a proposal to --

15 A. Release him from the agreement --

16 Q. -- work a deal, so to speak.

17 A. -- that he signed three weeks earlier.

18 Q. Under the contract, yeah.

19 A. That he signed three weeks early, yes.

20 Q. Is there some significance in three weeks
21 earlier, or is that part of your message?

22 A. No, that's -- it says June 4th and May
23 12th.

24 Q. What's the significance of that?

25 A. That it was three weeks.

1 Q. So?

2 A. I'm just reporting what I'm reading.

3 Q. Well, what's one more day? What
4 difference does it make?

5 A. It would be three weeks and day.

6 Q. Well, you're suggesting there's
7 importance to that. What is it?

8 A. I don't know.

9 Q. I don't think you do.

10 Then you're trying to make a point.

11 What's your point?

12 A. The point is it was three weeks.

13 Q. So?

14 A. Okay.

15 Q. So you have an employment agreement, and
16 do you have any reason to believe that Ms. Smith
17 was not chairman of the party at the time the
18 employment agreement was signed in May?

19 A. She was chairman of the party when she
20 signed it in May, but she wasn't chairman when
21 this was executed three weeks later.

22 Q. All right. What happened in the
23 intervening time?

24 A. She left to go run for congress, and
25 Chris Devaney was elected.

1 Q. All right. Mr. Devaney had counsel.
2 That is to say, the party had counsel; didn't
3 it?

4 A. I don't know that.

5 Q. Do you know Scott Carey?

6 A. No.

7 Q. You never heard of Scott Carey?

8 A. No, sir.

9 Q. You have not talked to him in conjunction
10 with any of these matters?

11 A. No, sir.

12 Q. Are you aware of whether Mr. Devaney
13 consulted on behalf of the party with the
14 party's lawyer, whoever it may have been?

15 A. I don't know that.

16 Q. Well, do you acknowledge that the
17 proposed release, first of all, as you've said,
18 was never executed? That is, Mr. Devaney never
19 signed it on behalf of the party?

20 A. Right.

21 Q. All right. So you're not aware then of
22 any payments actually being made, however we
23 characterize them, because of Exhibit 2-A?

24 A. I'm aware of payments being made to Mark
25 Winslow in the three months after this from the

1 FEC reports.

2 Q. Did -- did you catch my question, though?

3 Are you aware of any payments being made as a
4 consequence of the acceptance by the party of
5 the proposal in 2-A?

6 A. I don't know that.

7 Q. You don't know that.

8 Are these the only two documents you
9 had in your possession when this commercial
10 directed at Mr. Winslow was described -- the
11 payments that were described as "lavish
12 bonuses"?

13 A. I had the document showing her leaving
14 the party broke and the FEC payments showing
15 that he was getting paid when he wasn't working
16 for the party, and then showing also her
17 congressional campaign committee not paying him
18 during the same amount of time.

19 MR. BLACKBURN: Would you read the
20 question back to the deponent, please, ma'am?

21 MR. NEY: I think that was fully
22 responsive.

23 MR. BLACKBURN: It was -- it was on
24 message, but I really would like an answer to my
25 question. Would you read that back, please?

1 (Question was read by the reporter).

2 BY MR. BLACKBURN:

3 Q. Those are the only two documents you had
4 in your possession?

5 A. I had the document showing the party
6 broke at \$100,000. I had an FEC payment showing
7 that he was getting paid out of the Republican
8 Party during those three months. And I had
9 congressional FEC payments showing that
10 Mrs. Smith was not paying him during that time.

11 Q. The document that you're referring to
12 here, that is the document 2-A?

13 A. 2-A.

14 Q. Do you know what happened to it, what
15 became of it?

16 A. I do not know.

17 Q. Was -- do you have -- looking at Exhibit
18 No. 2, the employment agreement -- I take it
19 that you do not have legal training?

20 A. No, sir.

21 Q. So I'm not asking you a legal question,
22 I'll point that out.

23 But have you sought any legal advice
24 as to whether that is a legitimate, enforceable
25 employment agreement under the laws of the State

1 of Tennessee? Have you sought any advice?

2 A. No, sir.

3 Q. Did the campaign seek any advice, to your
4 knowledge?

5 A. No, sir.

6 Q. Okay. Now, you said that subsequently
7 there were -- you had documents that indicated
8 subsequently that there were payments made by
9 the party. What documents were those?

10 A. FEC documents.

11 Q. FEC. When were they filed?

12 A. End of the year, middle of the year. I
13 don't know when their filing period is.

14 Q. End of 2009?

15 A. Yeah, that would make sense. I don't
16 know exactly the time period.

17 Q. When did you become aware of any of this?

18 A. Any of -- that he was getting paid by the
19 party?

20 Q. Well, you knew he was being paid by the
21 party because he was the --

22 A. Yeah, chief of staff.

23 Q. -- chief staff. So when did you become
24 aware of any other payments at anytime?

25 A. I -- I'm -- I assume it's when the FEC

1 documents came out showing that he got paid.

2 Q. You assume. Did you look at the FEC
3 documents yourself, pull them?

4 A. I didn't pull them, but I looked at
5 them -- no, I went -- I went on the site. I
6 looked at them.

7 Q. And you saw that he had been paid?

8 A. Yeah.

9 Q. When did you acquire the document we've
10 marked as Exhibit 2?

11 A. 2. Oh, 2. I was looking at 2-A. Spring
12 sometime, 2010, maybe summer.

13 Q. So a year or so --

14 A. Sometime in that time.

15 Q. A year or so after they were signed?

16 A. I'd -- yeah, probably, somewhere in that
17 range.

18 Q. A year or so after Ms. Smith had left
19 office as chair?

20 A. Yeah.

21 Q. How did you get them?

22 A. They were at my house.

23 Q. They just showed up?

24 A. They left -- somebody left them at my
25 house in an envelope.

1 Q. On your porch?

2 A. I think it was in the garage, actually.

3 Q. In the garage?

4 A. Yeah.

5 Q. Is your garage closed?

6 A. Not always.

7 Q. You just got home and there's an envelope
8 in the garage?

9 A. Yes, sir.

10 Q. Where in the garage?

11 A. On the steps, I think.

12 Q. Steps going into your --

13 A. House.

14 Q. -- house?

15 Was your garage door open?

16 A. I assume it was open.

17 Q. Well, maybe, maybe not.

18 A. Yeah, I oftentimes leave my garage open,
19 begging somebody to steal --

20 Q. I didn't ask you whether it had a door.

21 Do you have a garage with a door as opposed to a
22 carport?

23 A. Yes, sir.

24 Q. Okay. Was -- were you already involved
25 in the campaign for Mr. Fleischmann --

1 A. Oh, yes, sir.

2 Q. -- at that time?

3 A. Yes, sir.

4 Q. At the time you -- these documents were
5 left in an envelope on your steps, had you
6 already found these records of payments from the
7 FEC?

8 A. Yes, sir.

9 Q. Well, wouldn't the natural thing to do to
10 have been to contact his party and saying,
11 "What, what about this? What was he paid for?"

12 A. Yes, sir.

13 Q. Did you do that?

14 A. Yeah, and the -- and the chairman
15 wouldn't say -- talk anything about it.

16 Q. Who did you talk to?

17 A. Chris Devaney.

18 Q. Did you talk to anyone else?

19 A. About those filed, I don't believe so.

20 Q. Do you know Mr. Newman?

21 A. I do know Mr. Newman.

22 Q. His first name, is it John?

23 A. John.

24 Q. I think he's down in Jackson, Tennessee,
25 now.

1 A. Yes, sir.

2 Q. What was his position with the party at
3 the time?

4 A. I don't know.

5 Q. Did you talk to him about this?

6 A. No, sir.

7 Q. Did you talk to anyone else other than
8 Mr. Devaney?

9 A. At the party?

10 Q. At the party, on the executive committee,
11 or anyone who might be a source of obtaining
12 these documents.

13 A. I pretty much talked to every single
14 person I could talk to about this.

15 Q. Okay. Well, let's -- about obtaining the
16 documents?

17 A. No, about whether this was true or not.

18 Q. Whether it was true?

19 A. Whether she left the party broke and
20 whether that these documents existed.

21 Q. What I'm asking about is specifically any
22 arrangement that was made with Mr. Devaney.

23 A. With Mr. Devaney?

24 Q. On behalf of the party.

25 A. With Mark?

1 Q. Correct.

2 A. That's not what I was interested in.

3 Q. Well, you were -- what were you
4 interested in?

5 A. I wanted to see if I could get proof that
6 she left the party broke.

7 Q. Our focus here in all my questions -- I
8 understand you're going to say that word as many
9 times as you can get it on this record, so I'll
10 tolerate that.

11 But I'm going to ask you
12 specifically, what you did to try to determine
13 what and under what conditions Mr. Winslow was
14 paid by the party on Mr. Devaney's watch?

15 A. Very little.

16 Q. Very little?

17 A. Because the bigger issue for me was
18 running the campaign against Robin Smith. And
19 so the issue was whether Robin Smith left the
20 party broke, how did she manage the party, how
21 were the financial resources in the party.

22 That's what the focus was. That's
23 what you do in a campaign, you run against the
24 candidate.

25 Q. You at some point had records from the

1 Federal Election Commission indicating that
2 payments were made after June of 2009 to
3 Mr. Winslow; correct?

4 A. I had to have FEC reports of that, yes,
5 sir.

6 Q. All right. So you knew that?

7 A. Yes.

8 Q. All right.

9 A. But it was pretty minor to the bigger
10 story.

11 Q. The bigger story was "broke." Let's use
12 the "B" word here.

13 A. Yes, sir.

14 Q. Get it out.

15 A. Robin Smith left the party broke.

16 Q. Okay. Thank you.

17 A. Well, she was running for congress, so --
18 and she was talking about fiscal responsibility,
19 so it was a pretty important message.

20 Q. All right. Now, these payments -- you
21 looked at the FEC report, when were they made?

22 A. I'm sorry?

23 Q. When were the payments made that you were
24 complaining about and calling "lavish bonuses"?

25 A. June, July and August, I believe. But

1 I'd have to go to the FEC to get the exact
2 payment plan.

3 Q. Well --

4 A. Hold on a second. You've got it right
5 here.

6 MR. NEY: No, we just gave it back.

7 THE WITNESS: Oh, did we give it
8 back? So you've got it in front of you.

9 BY MR. BLACKBURN:

10 Q. What we were referring to was stapled to
11 the other document a moment ago and we pulled it
12 off. Let me show you this.

13 A. Yes.

14 Q. Is this the FEC document you're talking
15 about?

16 A. I don't -- it looks like it's from
17 somewhere. I assume this is the document
18 showing that he got paid from the party.

19 Q. Were these posted on the Web site?

20 A. I believe they were.

21 Q. Are any of those payments reflected in
22 those documents made while Ms. Smith was chair
23 of the party?

24 A. After she was chair of the party, but
25 while she was running for congress.

1 Q. Well, you said that she paid bonuses.

2 I'm just trying to see where you find a -- any
3 indication whatever that a bonus was paid.

4 A. Mark got paid \$12,500 after she left as a
5 bonus, because he didn't work during that time.

6 Q. As a bonus?

7 A. Yes, sir.

8 Q. Now, how do you know that? You've --
9 we've -- you've not shown me anything that you
10 had in your possession that says "bonus."
11 Haven't we agreed on that?

12 A. You haven't shown me anything that's
13 telling me it wasn't a bonus.

14 Q. Yeah, but you're the one who wasn't
15 truthful.

16 A. No, I disagree with that.

17 Q. Well, we'll see.

18 You just told me that Exhibit
19 No. 2 -- and I'm not going to belabor this, but
20 since you've stayed on message -- No. 2 is a
21 contract of employment, not a bonus; right?

22 A. This is a contract of an agreement
23 between -- yeah, whatever.

24 Q. All right. And it reflects services
25 being rendered and money being paid for those

1 services?

2 A. That's the agreement.

3 Q. That's the agreement, that's right.

4 And then after Mr. Devaney became
5 chair, are you aware of any attempt to avoid or
6 defeat this contract that he made?

7 A. I'm not aware.

8 Q. The proposed release here also calls for
9 Mr. Winslow to remain available to continue to
10 do work; doesn't it?

11 A. If that's what it says.

12 Q. Uh-huh.

13 MR. NEY: Please read that before
14 you answer questions.

15 THE WITNESS: Okay.

16 MR. NEY: While he's doing that, can
17 we -- whatever number you had next, Gary, could
18 we make that the FEC -- the document that he was
19 looking at that you just talked about so we
20 could have it.

21 MR. BLACKBURN: What, 2-C?

22 MR. NEY: That works.

23 THE WITNESS: Actually, I don't see
24 that here.

25 MR. NEY: 2-B.

1 THE WITNESS: Can you show that to
2 me, where it says --

3 MR. BLACKBURN: I think 2-B is the
4 proposed release. Let me just see it for a
5 minute.

6 THE WITNESS: Yeah.

7 MR. BLACKBURN: Because I don't have
8 it here in front of me.

9 All right. This is 2-A, and so why
10 don't we mark that as 2-B.

11 MR. NEY: All right. So we have a
12 2, a 2-A, and a 2-B. That's -- that's what I'm
13 getting, I just want to be clear. And 2-B will
14 be those reports of payments.

15 (Document marked as Exhibit 2-B).

16 THE WITNESS: Thank you.

17 BY MR. BLACKBURN:

18 Q. The document marked 2-A we've already
19 discussed, to your knowledge, was never put into
20 force, never -- never acted upon?

21 A. I don't know that.

22 Q. Well, do you know any reason -- do you
23 have any reason to believe that it was?

24 A. I don't have any reason to believe that
25 it was or was not.

1 Q. Now, this calls for a single lump sum
2 payment; correct, \$15,664?

3 A. It does say that.

4 Q. All right. And Exhibit 2-B purports to
5 show the payments that were made?

6 A. Yes, and it was not the same number.

7 Q. It's not the same number and not in a
8 lump sum --

9 A. Correct.

10 Q. -- is that correct?

11 This document specifically, though,
12 makes reference to the employment agreement that
13 is Exhibit 2?

14 A. Where is that?

15 Q. "Whereas the parties entered into an
16 employment agreement for the retention of
17 employee to perform certain work for the TRP
18 through December 31, 2009."

19 A. Okay.

20 Q. Okay. So Mr. Winslow -- have you ever
21 worked under a contract of employment?

22 A. Yes.

23 Q. Is there anything immoral, illegal or
24 unethical about that?

25 A. Not that I'm currently aware of.

1 Q. So he has a contract of employment going
2 through the end of the year, several months
3 prior -- concluding several months prior to the
4 primary, eight months, I suppose, from
5 January -- from December 31 to August, whatever
6 that happens to be; correct?

7 A. That's what this agreement says.

8 Q. All right. And there is some apparent --
9 or we may infer there's some desire of
10 Mr. Devaney to employ someone else?

11 A. That's correct.

12 Q. At any rate -- at any rate, there is some
13 reason presumably that this was proposed. And
14 it's a settlement of a claim under a contract;
15 isn't it, a proposed settlement?

16 A. This one, yes.

17 Q. All right. Which apparently was not
18 consummated or agreed to?

19 A. My understanding.

20 Q. All right. So at the time you described
21 this in these commercials --

22 A. Yeah.

23 Q. -- as a "lavish bonus," all you had
24 before you was a contract of employment
25 containing no bonus and a proposal to settle the

1 claim under that contract --

2 A. Well --

3 Q. -- is that right?

4 A. I had this, I had that, the document
5 showing the financial situation of the party,
6 and the FEC payment showing him getting paid by
7 the party, and the congressional FEC report of
8 Robin Smith showing him not getting paid during
9 the same time.

10 Knowing that she signed this weeks
11 before she left the party chairmanship to run
12 for congress, and knowing that -- and to my
13 knowledge, never has a staff person of a
14 Republican Party received an employment
15 agreement when the party chairman was going out
16 the door because everybody knows the new
17 chairman should hire his own staff. So that's
18 what I had.

19 Q. At the time you described this as a
20 "lavish bonus arrangement," you had an
21 employment agreement signed by the chairman of
22 the party and a proposed release of that
23 employment agreement, and that's all you had in
24 your possession that would describe these as
25 either --

1 A. And I had -- I had financial --

2 Q. -- a bonus or lavish?

3 A. I had financial documents showing her
4 leaving the party \$100,000 in debt.

5 Q. Would that be broke?

6 A. I have FEC --

7 Q. Were they broke?

8 A. I'm going to change it --

9 Q. I want to make sure I get that straight.
10 Were they broke?

11 A. I'm mixing it up for you --

12 Q. Okay.

13 A. -- so you can get -- enjoy it.

14 They were \$100,000 in debt, and I
15 had FEC payments showing that Mark Winslow was
16 paid by the Republican Party during the same
17 time he was working for Robin Smith and not
18 getting paid.

19 Q. All right. Show me one --

20 A. That's what I had.

21 Q. Give me one shred of paper that shows
22 bonus, shows there was a bonus paid. Just give
23 me one.

24 A. Exhibit 2-B, he was getting paid from the
25 Republican Party.

1 Q. That's a bonus?

2 A. That's a bonus.

3 Q. Tell me how that's a bonus.

4 A. He was getting paid and not working, and
5 he was getting paid to not work.

6 Q. And you call that a bonus?

7 A. I call that a bonus, and I call it a
8 lavish bonus.

9 Q. Were aware that there was -- there was an
10 agreement that was actually reached?

11 A. I'm not aware of that.

12 Q. Did you ask whether there was another
13 agreement?

14 A. I don't know.

15 Q. You don't know?

16 A. I'm sure I did, but I don't know.

17 Q. Tell me precisely the basis under which
18 these other payments were made.

19 A. I'm sorry?

20 Q. Those that are described in Exhibit 2-B.

21 A. Yes, sir.

22 Q. All right. These are filed -- this
23 refers to Winslow June payments, July payments,
24 and August payments.

25 A. Yeah.

1 Q. Okay. The first one is "Activity as
2 administrative only."

3 Was he employed in the month of June
4 of 2009?

5 A. I don't know that.

6 Q. You don't know that. Do you know that he
7 wasn't?

8 A. No.

9 Q. Okay.

10 A. I know he wasn't getting paid by the
11 Robin Smith campaign, of which he was on record
12 as being the spokesperson for that campaign.

13 Q. I understand that you wish to return to
14 that every time, regardless of the question. I
15 have a really simple question. If you'd just
16 bear with me, we'll get through this a lot
17 sooner.

18 A. Yes, sir.

19 Q. So you don't know in June of 2009 whether
20 he did any work for which he was compensated or
21 not?

22 A. I don't know that.

23 Q. You do know, though; do you not, that he
24 had a position for which he was compensated?

25 MR. NEY: At the party?

1 BY MR. BLACKBURN:

2 Q. At the party.

3 A. At the party earlier in the year, yes, I
4 do know that.

5 Q. Well, he had a contract of employment?

6 A. Yeah.

7 Q. All right. So you knew that he had a
8 contract which could be -- which had certain
9 provisions in it under which it could be
10 cancelled; didn't it?

11 A. I'm sorry, I'm not following you.

12 Q. Dishonesty, that type of thing, could
13 be -- he could be terminated for cause?

14 A. Okay.

15 Q. All right.

16 A. I don't -- okay.

17 Q. All right. Now, as of the end of June,
18 2009 --

19 A. End of June, 2009, yes, sir.

20 Q. All right. This document states that he
21 was paid and that the activity is administrative
22 only.

23 Do you know who prepared and
24 submitted these documents?

25 A. I don't know.

1 Q. It wasn't Mr. Winslow; was it?

2 A. I don't know that.

3 Q. Are you saying that Mr. Devaney was a
4 conspirator in seeing that Mr. Winslow was paid
5 a lavish bonus for the benefit of Robin Smith?

6 A. I don't know.

7 Q. Do you have any issues with Mr. Devaney?

8 A. I don't.

9 Q. Any reason why he would -- he would do
10 such a thing, to your knowledge?

11 A. Not to my knowledge.

12 Q. Did you ever ask him whether he was doing
13 it or had done it?

14 A. Doing what?

15 Q. Paying a behind-the-back bonus to
16 Mr. Winslow for working off the form so that he
17 could assist Robin Smith?

18 A. No, I never asked him that question.

19 Q. Here we have one date of event,
20 8-14-2009, another payment, \$2,084, and then
21 another August 30.

22 Have you inquired of anyone as to
23 whether Mr. Winslow was expected to work during
24 that time period?

25 A. He was working for Robin Smith's

1 campaign.

2 Q. Have you inquired as to whether he was
3 expected to work for the party during that time
4 period?

5 A. No.

6 Q. Do you know whose decision it may have
7 been that he not work for the party during that
8 time period?

9 A. I do not, do not. But I would find it
10 highly unusual for somebody working at the state
11 party to be working on a primary in a
12 congressional campaign, a primary of any sort,
13 especially one that's on the state -- state
14 executive committee.

15 Q. If these documents are submitted to the
16 Federal Election Commission, are they submitted
17 by someone under oath?

18 A. I don't know.

19 Q. You don't know. Have you never submitted
20 these yourself?

21 A. No, sir.

22 Q. Under the, as they say, pains and
23 penalties of perjury?

24 A. No, sir. I don't think I've ever signed
25 an FEC.

1 Q. Are you accusing someone at the
2 Republican Party of filing false statements --

3 A. No.

4 Q. -- with an agency of the United States?

5 A. No.

6 Q. Have you ever been in a lawsuit before?

7 A. When I was party chairman, apparently I
8 got sued a lot, but that's all I know about it.

9 Q. Were you ever in a lawsuit where you
10 reached a settlement or an agreement of a
11 lawsuit?

12 A. No, sir.

13 Q. Have you ever done a release, signed a
14 release?

15 A. On a lawsuit, no, sir.

16 Q. Have you ever had an obligation to a
17 third party that you were asked to release,
18 mutual obligation?

19 A. I don't think so.

20 Q. Was there a chief of staff or a person in
21 a position comparable to Mr. Winslow employed at
22 the time you were the chair of the party?

23 A. There was no chief of staff.

24 Q. Has there ever been any other chief of
25 staff?

1 A. I think Mark was the first one with that
2 title.

3 Q. Is there something wrong with that?

4 A. No, sir.

5 Q. What about presently, is there a chief of
6 staff?

7 A. I don't know.

8 Q. You don't know whether the party has a
9 chief of staff?

10 A. No, sir.

11 Q. What is the appropriate compensation for
12 a chief of staff?

13 A. I don't know that there's an answer for
14 that.

15 Q. Well, what would be a level of payment to
16 a chief of staff that one might fairly call
17 lavish?

18 A. In this particular case it would be a
19 \$12,500 bonus paid for three months, June, July,
20 and August, when he was working on another
21 campaign.

22 Q. Do you understand what I'm asking?

23 A. I do.

24 Q. I think you do.

25 A. But I don't understand the relevance. I

1 think each person brings something different to
2 the table, and their compensation is based on
3 experience.

4 Q. If a person has a contract, do you
5 understand that he has a right to a certain
6 compensation under a contract?

7 A. That's not the question you asked.

8 Q. That's the question I'm asking now. Do
9 you understand that, that the party creates an
10 obligation?

11 A. Sure.

12 Q. Okay. Do you have any reason to believe
13 that the party was not entitled to receive
14 further services from Mr. Winslow after?

15 A. I don't know that.

16 Q. You don't know that. So your portrayal
17 is, is that this is a -- this is a conspiracy,
18 essentially a fraud, created by Robin Smith?

19 A. That's not it.

20 Q. Well, how many other people had to
21 participate in this conspiracy?

22 A. I didn't say there was a conspiracy.

23 Q. Well, the payments weren't made under her
24 authority; were they?

25 A. The agreement was signed by her three

1 weeks before she left to go run for congress.

2 Q. Payments weren't made under any document
3 signed by her; were they?

4 A. The agreement was made three weeks before
5 she left to go run for congress.

6 Q. The employment agreement, do you not
7 understand that there was a release done later?

8 A. I do, but --

9 Q. You understand it now, you've seen it.

10 A. The agreement was signed three weeks
11 before she left to go run for congress.

12 Q. The agreement under which he was paid was
13 signed when?

14 MR. NEY: That's not the agreement.

15 THE WITNESS: That's not it. Yeah,
16 I don't know.

17 BY MR. BLACKBURN:

18 Q. You don't know. It's attached to the
19 complaint. Haven't you seen it?

20 A. Oh, the one that Mark --

21 MR. NEY: Excuse me. I'm going to
22 object. It was not attached to the complaint, I
23 don't think. Maybe -- or maybe -- maybe -- I'm
24 sorry, Gary, maybe it was attached, and the
25 issue was that we had this draft, which is now

1 2-A.

2 THE WITNESS: 2-A.

3 MR. NEY: Let's -- let's just be
4 clear on that. And -- and, actually, do you
5 have it to put into evidence -- as an exhibit so
6 we can get that straightened out?

7 MR. BLACKBURN: I believe you will
8 find it was marked as the exhibit to the
9 complaint. To be sure --

10 MR. NEY: Okay, it was. It was
11 Exhibit B. My apologies, it was Exhibit B to
12 the complaint.

13 MR. BLACKBURN: All right.

14 MR. NEY: And what I'd like to do,
15 if we can, is get it into -- as an exhibit now
16 with the appropriate designation, whatever you
17 want to make it, because we haven't yet had that
18 one before us today. Checking on that, that is
19 the one that's signed.

20 THE WITNESS: Yeah, Exhibit B, and
21 it's signed.

22 MR. NEY: Okay.

23 MR. BLACKBURN: I think, Paul, the
24 highest number I've had marked is 5, so if you
25 want to put 6 on that.

1 MR. NEY: All right. You haven't
2 offered all those yet; right?

3 MR. BLACKBURN: No.

4 MR. NEY: Okay.

5 MR. BLACKBURN: No. But just to --
6 so she won't have to redo this.

7 MR. NEY: Sure. 6 for the signed
8 release. You can hang onto that one.

9 THE WITNESS: Yes, sir.

10 (Document marked as Exhibit 6).

11 BY MR. BLACKBURN:

12 Q. Take a look at that. What's the date of
13 the document we've now marked as Exhibit 6,
14 which is Exhibit B to the complaint?

15 A. June 4th, 2009.

16 Q. On June --

17 A. It was signed -- wait. It was signed by
18 Mr. Winslow and Mr. Devaney on June 15th.

19 Q. June 15. What was the date on the one
20 that you did have, the proposed release that was
21 not signed by both parties?

22 MR. NEY: June 9.

23 THE WITNESS: June 9.

24 BY MR. BLACKBURN:

25 Q. June 9, okay. So the one that was signed

1 was signed on the 15th?

2 A. Yes, sir.

3 Q. Does that bear Robin Smith's signature
4 anywhere?

5 A. No, sir.

6 Q. Okay. And it's signed by whom?

7 A. Mr. Winslow and Mr. Devaney.

8 Q. On behalf of the Republican Party?

9 A. Yes, sir.

10 Q. Can I see it, please?

11 Now, is it your testimony that at
12 the time these ads were created and at the time
13 of the commercial we just discussed was aired,
14 you had not seen this so-called Release and
15 Nondisclosure Agreement?

16 A. That's correct.

17 Q. Did you inquire as to whether such an
18 agreement was in existence?

19 A. I had talked to Chris as chairman about
20 documents showing the party being broke, the
21 financial documents, all the other things, FEC
22 stuff, but I don't remember specifically asking
23 about that document.

24 Q. Was the party broke?

25 A. Yeah, when she left it was.

1 Q. I've gotten confused. Okay.

2 A. It was a \$100,000 in debt. There's a
3 Web site you can go to and look at it.

4 Q. Well, I'm generally glad to hear the
5 Republican Party is broke, but what I'm looking
6 at here is June 15, 2009. Was the party broke
7 that day?

8 A. I do not know.

9 Q. You don't know?

10 A. I don't know.

11 Q. It was broke on June the 1st?

12 A. It was broke when Robin Smith left.

13 Q. At the end of May?

14 A. When she left.

15 Q. Okay. Was it -- was it broke the day
16 that the employment agreement was signed?

17 A. I don't know.

18 Q. Was it broke the day they -- that they
19 persuaded him to release his employment
20 agreement?

21 A. I don't know.

22 Q. The amount that he has agreed to accept,
23 was it greater, the same, or less than the
24 amount he was entitled to receive under a
25 contract?

1 A. It was different. The one I had showed
2 15,664. The FEC report showed he received
3 12,500 from that payment.

4 Q. Well, that would be less.

5 A. Yes, sir.

6 Q. So this document recites that he had
7 comp --

8 MR. NEY: Excuse me for a second.
9 We're going to get confused.

10 THE WITNESS: Yeah.

11 MR. NEY: My client is looking at
12 2-A. You have our copy of Exhibit 6, and I
13 think you're about to ask him a question out
14 there, Mr. Blackburn, about Exhibit 6, but he
15 was looking at 2-A.

16 So if you want, I'll make a copy of
17 that so we can be -- all be looking at the same
18 thing.

19 MR. BLACKBURN: We can do that
20 during a -- during a break.

21 MR. NEY: Okay.

22 MR. BLACKBURN: I don't have a
23 problem with that. But we've got -- I do have
24 this, and I just want to refer you to -- I'm not
25 disagreeing with your statement. I want to

1 refer you to a couple of parts, then I'll hand
2 it back to you.

3 BY MR. BLACKBURN:

4 Q. What I have here that's marked as
5 Exhibit B, the document that you -- you said you
6 did not have, it says that the employment
7 agreement provided for compensation in the
8 amount of 300 -- excuse me, \$3,916 monthly
9 initially. That is consistent with Exhibit 2;
10 isn't it?

11 A. This says 3,916.

12 MR. NEY: No, no, you looked at 2-A.

13 THE WITNESS: Oh, 2-A.

14 MR. NEY: Because you referred to 2.

15 MR. BLACKBURN: No, no, 2. 2, I'm
16 referring him to 2. That's the employment
17 agreement.

18 MR. NEY: All right.

19 MR. BLACKBURN: Because this
20 makes reference to the employment agreement. So
21 that's the --

22 THE WITNESS: They're both 3,916.

23 MR. NEY: Okay.

24 BY MR. BLACKBURN:

25 Q. All right. Now, is that -- is that

1 payment under the agreement, or is that part of
2 some bonus provision in this contract?

3 A. I don't know.

4 Q. Well, there is no bonus in this contract;
5 is there?

6 A. When we look at FEC payments, you don't
7 know that.

8 Q. I'm talking about the document you claim
9 you had in your possession --

10 A. This one right here?

11 Q. -- Exhibit 2. Exhibit 2 describes his
12 payment; right? That's his base compensation;
13 isn't it?

14 A. This agreement looks like he would be
15 paid through December 31st.

16 Q. We're talking about compensation. Is
17 there a bonus provision in there?

18 A. Well, it says "compensation through
19 December 31st."

20 Q. All right. Is there a bonus payment
21 described?

22 A. In the agreement that was signed by Robin
23 Smith, is that what you're asking?

24 Q. The agreement the party entered into with
25 my client.

1 A. That Robin Smith signed, is that the one
2 you're talking about?

3 Q. Did Robin Smith sign that? I want to
4 make sure that we repeat that another ten times.

5 Did she sign that?

6 A. Mr. Blackburn, I'm sorry, I don't know
7 all the different documents going around. I'm
8 just making sure I got the right one.

9 Q. Number 2.

10 A. Okay.

11 Q. Number 2 that you have --

12 A. Okay.

13 Q. -- your fingers of your left hand
14 touching.

15 A. That's what I was confirming.

16 Q. Okay. Does that provide for a salary?

17 A. Compensation is monthly.

18 Q. All right. Does it provide for a bonus?

19 A. Not in this document.

20 Q. All right. Now, I'm looking at
21 Exhibit B, which is now Exhibit 6 to the
22 deposition, and it refers to that employment
23 agreement and the compensation in the amount of
24 \$3,916; that's where we were a moment ago.

25 A. Okay.

1 Q. Okay? And then it provides that he will
2 be -- in exchange for his release of his
3 contractual rights, that -- that he would agree
4 to pay -- to be paid the sum of \$12,504 in six
5 biweekly increments, beginning June 15 and
6 ending on August 24th. Do you see that?

7 A. Okay.

8 Q. So he had a contract that said 15, and he
9 agreed to accept \$12,000 to settle his claim?

10 A. I don't know that. I mean --

11 Q. Well, you -- you have it --

12 A. I didn't know that until right -- right
13 now, this one.

14 Q. Well, you didn't know it at the time you
15 described it as a lavish bonus either, though;
16 did you?

17 A. What I knew then is that he received
18 \$12,500 during the three months that he was no
19 longer employed at the party while working for
20 Robin Smith.

21 Q. And you --

22 A. That's what I knew.

23 Q. And you had in your possession a contract
24 that said he was entitled to \$3,000 more than
25 that, so where is the bonus?

1 A. That was the bonus, the 12,500.

2 Q. That's a bonus?

3 A. That's a bonus. He wasn't working. He
4 was working for another campaign.

5 Q. Have you consulted any lawyer -- you
6 don't need to tell me anything, any conversation
7 you had with Mr. Ney.

8 But have you -- did you at the time
9 consult with anyone who advised you that any
10 document in your possession demonstrated a
11 bonus?

12 A. No.

13 Q. Okay. This document indicates that, "The
14 Republican Party, the TRP, has a strong desire
15 to maintain the confidentiality of information
16 gained by Winslow as a result of his
17 employment."

18 Is that an appropriate thing for the
19 party to desire?

20 A. I don't know that.

21 Q. You don't know whether it's appropriate
22 for the party to desire its chief of staff to
23 keep things confidential?

24 A. That's not my decision.

25 Q. Do you seriously quarrel with the idea

1 that a person in your employment ought to keep
2 secrets?

3 A. I don't understand the question.

4 Q. I think you do.

5 Do you think it's an unreasonable
6 thing for the party to expect Mr. Winslow to
7 remain -- to maintain confidentiality about
8 things that he's become aware of by virtue of
9 his work?

10 A. I would think so, but, you know, I also
11 think you don't need a contract to do that.

12 Q. Well, no, but you do know that people can
13 go out and run commercials and say misleading
14 things and cite you as authority. People can do
15 nasty things like that; can't they? You
16 wouldn't want your chairman doing that?

17 A. Again, I don't know the answer to your
18 question.

19 Q. And you wouldn't want the chairman's
20 right-hand person doing that?

21 A. Mark was Robin's right-hand chairman.

22 Q. Yeah.

23 A. Not Chris Devaney.

24 Q. This says that "Mr. Winslow and the party
25 desire to ensure the mutual peace, harmony and

1 good will of the parties, without either making
2 injurious comments about the other."

3 That's not inappropriate; is it?

4 A. I don't know. I wasn't there.

5 Q. You don't know?

6 A. I didn't see that document that you're
7 reading until Mark filed a lawsuit against me.

8 Q. I understand that, but you've read it
9 now. You don't find that to be a particularly
10 inappropriate requirement for the party to make
11 of him; do you?

12 A. I don't know. I wasn't part of the
13 situation.

14 Q. You don't know? You don't know whether
15 peace with your former chief of staff is a good
16 thing?

17 A. Well, again, I assume you wouldn't need a
18 contract for that.

19 Q. But the party was broke, so it doesn't
20 matter; right?

21 A. It was in debt.

22 Q. Yeah. All right.

23 General release of claims; if you
24 have an agreement, whether it was wise or
25 unwise, and you want to get out of it, it's a

1 pretty good idea to have a release done; isn't
2 it?

3 A. Okay.

4 Q. Okay. Number 3 is covenant not to sue.
5 Mr. Winslow agrees in this covenant not to
6 sue -- not to sue the party. That's a good
7 thing to have; isn't it?

8 A. Again, I don't know. I wouldn't think --

9 Q. You don't know?

10 A. -- a contract would be needed for all
11 that.

12 Q. Sitting here in this deposition, do you
13 think having a covenant not to be sitting in
14 this situation is a good thing?

15 A. I was not in the situation with Mark.

16 Q. Okay. This says there's no admission of
17 wrongdoing by either party; correct?

18 A. Again, you're reading it.

19 Q. I am reading it, and the party agreed to
20 it, that there's no wrongdoing.

21 A. Okay.

22 Q. Okay. Do you quarrel with that?

23 A. I don't know. I mean, again, I wasn't
24 part of that contract, and I saw that when
25 you -- when I got the lawsuit.

1 Q. It requires that Mr. Winslow not
2 disparage or speak unfavorably about the party.
3 That's a good thing; isn't it?

4 A. Again, I wouldn't think you'd need a
5 contract for that.

6 Q. Well, maybe you wouldn't, but it's not a
7 bad thing to request; is it?

8 A. I don't know.

9 THE WITNESS: Can I get one more
10 cup?

11 MR. NEY: Sure.

12 THE WITNESS: Then I'll float out of
13 here.

14 BY MR. BLACKBURN:

15 Q. Did you look at the cooperation clause,
16 section 10 of the agreement, or did you read it
17 all? This is the final agreement.

18 A. On 2-A or yours?

19 Q. The final agreement. Let me just share
20 it with you, and then I'll hand it to you.

21 A. Okay.

22 Q. It says, "Winslow agrees that he shall,
23 at the request of the party, render all
24 assistance and perform all lawful acts that the
25 TRP considers necessary or advisable in

1 connection with any investigation, litigation or
2 claims involving the party or any of the
3 released parties, and that he acknowledges that
4 this does not" -- "this agreement does not alter
5 or waive any existing obligations to the
6 Tennessee Republican Party that are intended to
7 extend beyond his term of employment or the term
8 of the release agreement, including, but not
9 limited to, the use and/or disclosure of
10 confidential information."

11 Now, that's just a boilerplate
12 section and a boilerplate question. There's --
13 there's nothing wrong with that; is there?
14 That -- you'd expect that?

15 A. Again, I don't know, I wasn't part of
16 that. I didn't see that document until January
17 of 2011, so I'm not sure if that has a whole lot
18 to bear on what happened before then.

19 Q. Would you agree with me that if
20 Mr. Devaney had simply said to Mr. Winslow: If
21 you're going to be paid under that agreement, we
22 need to have your services to the end of the
23 year, Mr. Winslow under his own contract would
24 have been obligated to do that?

25 A. One more time?

1 Q. If Mr. Devaney had simply said to
2 Mr. Winslow: You have contract of employment; I
3 see that. We're going to pay you, but you're
4 going to have to work until the end of the year.

5 A. That would be his decision.

6 Q. Right, his decision. So he made a
7 decision based upon his own view of things.
8 Whether we agree or disagree or are indifferent
9 to it, this is a decision --

10 A. I don't know that --

11 Q. -- made by Mr. Devaney?

12 A. I assume he made a decision.

13 THE WITNESS: Do you want this?

14 MR. BLACKBURN: There are five
15 minutes left on this tape. This would probably
16 be a good time to take a break.

17 THE VIDEOGRAPHER: Everybody stand
18 by, please. This marks the end of tape No. 1.
19 Going off the record, the time is 11:08. The
20 tape is stopped.

21 (Discussion off the record).

22 THE VIDEOGRAPHER: Back on the
23 record. Here marks the beginning of tape No. 2,
24 the time is 11:19.

25 BY MR. BLACKBURN:

1 Q. Let me go back just a second,
2 Mr. Saltsman, before I start on a new -- new
3 matter.

4 We were talking about the
5 requirement of the party that there be a review
6 at the end of each term. Does that review not
7 also include a provision that the chair is
8 furnished a copy of it?

9 A. I don't know. I assume so.

10 Q. Do you still have a copy of yours?

11 A. No.

12 Q. What happened to it?

13 A. I don't know if I ever got it. I think I
14 looked at it. They asked me if I wanted a copy,
15 and I said it was good. I had access to it.

16 Q. There is -- there are those who say that
17 that review would show a substantial deficit at
18 the time you left. Would that be accurate?

19 A. I think they would probably be wrong.

20 Q. Well, you didn't keep a copy of it. Do
21 you know if the party has a copy of it?

22 A. I don't know.

23 Q. Were you accused of having undocumented
24 expenditures?

25 A. I don't remember. I'm not sure. I was

1 accused of a lot of things when I was party
2 chairman.

3 Q. What were you accused of that had to do
4 with money?

5 A. I don't know.

6 Q. You don't know?

7 A. No. I mean, it was 12 years ago, and
8 whatever people accused me of, obviously, wasn't
9 true because nothing ever came of it.

10 Q. Well, some people would remember for the
11 rest of their lives being accused of dishonesty.

12 A. Yeah.

13 Q. Were you accused of dishonesty?

14 A. I'm sure there have been several people
15 that have accused me of that over the 20 years
16 I've been in politics.

17 Q. I'm not accusing you of dishonesty. I'm
18 asking you about things that were said at the
19 time.

20 A. I am -- probably a day or a week doesn't
21 go by that somebody accuses me or disparages my
22 name in some way, and I tend to forget most of
23 it.

24 Q. Well, let me --

25 A. That's the nature of the beast of

1 politics.

2 MR. BLACKBURN: Before I forget, the
3 reporter asked me about that Exhibit 6. Paul,
4 do you have that?

5 MR. NEY: I didn't make a copy, but
6 I will. I have a note.

7 MR. BLACKBURN: She just wants it so
8 that she won't leave without it.

9 MR. NEY: She will not leave without
10 it because I'm making notes of things that I
11 want to make sure that we have for her, and I
12 will make a copy of Exhibit 6.

13 MR. BLACKBURN: All right. I want
14 to show you what we have premarked as Exhibit
15 No. 4. And it has some redundancy in it, but
16 because of what it is, Paul, I'd like to keep
17 these together. This -- this -- these are
18 printouts of what was on the -- on the Web site.

19 MR. NEY: Okay.

20 MR. BLACKBURN: And I want to
21 confirm that.

22 (Document marked as Exhibit 4).

23 BY MR. BLACKBURN:

24 Q. So let me show you what we've marked as
25 Exhibit No. 4, and ask you if those are -- those

1 represent fairly what was on the screen on these
2 various Web sites, and then attached to it is
3 the document, the -- that is the employment
4 agreement and the proposed settlement agreement.

5 A. Okay. What was the question?

6 Q. Are those the -- are those hard copies of
7 what was on the Web site?

8 A. Yes.

9 Q. Okay. If you'd look at the top page
10 there, the second line, it says "Complete
11 staffer bonus contract."

12 A. On -- "Complete staffer bonus contract."

13 Q. Right.

14 A. Okay.

15 Q. And then the heading is "Bonus Contract
16 PDF."

17 A. Yes, sir.

18 Q. Okay. Which is the bonus contract?

19 A. I'm not sure where that was pointing to,
20 but I assume it was the -- where it says the
21 15,664 compensation.

22 Q. The May 12, is that the one that we have
23 agreed contains no reference whatever to a
24 bonus?

25 A. It maintains a reference to a \$15,664

1 payment.

2 Q. For work through the end of the year?

3 A. And then the FEC documents at the end
4 show that he received 12,500 during the three
5 months he did not work.

6 Q. I'd like -- if you don't mind, I'd like
7 one of your answers to be responsive to the
8 question.

9 A. That was a very responsive answer to your
10 question.

11 Q. In this particular one I want you to be
12 responsive.

13 The contract to which this makes
14 reference and which attaches in a PDF format
15 does not contain the word "bonus"; does it?

16 A. It contains --

17 Q. Yes, it does, or, no, it doesn't.

18 A. It contains -- it's a sum of \$15,664, and
19 then FEC --

20 Q. Are any of those words you just recited
21 the word "bonus"?

22 A. And then the FEC payment showing he got
23 paid 12,500 over three months.

24 Q. Does any of your response contain the
25 word "bonus"?

1 A. It does not say the word "bonus."

2 Q. Thank you. And the contract called "a
3 bonus contract" is not entitled to bonus
4 contract; is it?

5 A. It's Release and Nondisclosure Agreement.

6 Q. No, the one that precedes that, the
7 employment agreement.

8 A. The agreement? Yeah, it says
9 "Agreement."

10 Q. And it has payment for work to be
11 performed through the end of the year without
12 any provision for a bonus?

13 A. And there wasn't any payment performed at
14 the -- the end of the year.

15 Q. Does it not -- I understand that there's
16 something you wish to say regardless of my
17 question, but I'm going to have to insist on
18 this one.

19 The contract that's referred to here
20 does not contain the word "bonus," nor contain
21 any provision for a bonus; does it?

22 A. It says "Release and Nondisclosure
23 Agreement."

24 Q. No, the previous one.

25 A. Sum is 15,664 bucks.

1 Q. Not the release, the previous one.

2 A. Okay. That's a different number.

3 Q. It's the employment agreement.

4 A. Okay.

5 Q. It refers to work -- compensation for
6 work for a specific task through the end of
7 2009.

8 A. The one that was signed by Robin Smith
9 three weeks before she left, yes.

10 Q. Was it three weeks before she left? You
11 haven't made that point more than 15 times,
12 but --

13 A. Well, just like you said you were going
14 to ask questions, I'm going to answer answers.

15 Q. I'm sure you are, and you've come here
16 with answers.

17 But what I'm going to ask you to do
18 is to please confirm for me that the very
19 document referred to here and characterized as a
20 bonus contract, number one, is not, in fact,
21 entitled as a bonus contract?

22 Can we not agree on that? Yes, we
23 do, or, no, we don't?

24 A. In my opinion --

25 Q. No, I haven't asked you your opinion.

1 A. Okay.

2 Q. Why don't you just read what the title of
3 the document is.

4 A. It says "Agreement."

5 Q. Agreement, okay.

6 A. And from that agreement he received
7 \$12,500 over three months that he didn't work.

8 Q. I thought you had never seen the document
9 that was used to release him from his further
10 responsibilities?

11 A. I did not.

12 Q. Okay. So all you had was a document in
13 your hand that did not have the word "bonus" in
14 it, and you described it as a bonus contract?

15 A. I had in my hand documents from the FEC
16 showing him getting paid from the Republican
17 Party while he was working for Robin Smith's
18 congressional campaign.

19 Q. I'm not sure what's so difficult about
20 this.

21 MR. NEY: Gary, that's a responsive
22 answer.

23 MR. BLACKBURN: No, it isn't.

24 MR. NEY: You said, "All you had,"
25 and he said he had something else.

1 MR. BLACKBURN: I don't want any
2 more spin. I just want an answer to a simple
3 question. And I know spin.

4 BY MR. BLACKBURN:

5 Q. The contract to which you're referring is
6 the May 12 contract signed by the -- Ms. Smith
7 on behalf of the party and Mr. Winslow that you
8 have right before you; is that correct?

9 A. With an agreement signed by Robin Smith
10 three weeks --

11 Q. Is that correct?

12 A. -- before she ran for congress, and the
13 FEC documents --

14 Q. Is that correct?

15 A. -- showing he was getting paid. You have
16 got my answer.

17 MR. NEY: Wait.

18 BY MR. BLACKBURN:

19 Q. Is that correct? The document to which
20 this refers is the one right before you that
21 you're looking at as we speak dated May 12,
22 2009; that's the document; isn't it?

23 MR. NEY: To which --

24 THE WITNESS: The document for what?

25 MR. NEY: To which what refers,

1 Gary? To which --

2 BY MR. BLACKBURN:

3 Q. As we said 15 times, the one that's
4 described as "complete staffer bonus contract"
5 and attached in a PDF format.

6 MR. NEY: Okay. And that refers
7 to -- is it that document that he just asked?

8 THE WITNESS: Yeah, with the FEC
9 documents showing that he was getting paid from
10 the party.

11 BY MR. BLACKBURN:

12 Q. No. You see -- you see, that isn't
13 wrong. And if you'd listen to the question
14 rather than coming up with your prearranged
15 answer, it would help because, you see, there
16 are other references to other documents.

17 A. Okay.

18 Q. Okay? One of those is "complete list of
19 staffer bonus payments."

20 A. That's from the FEC.

21 Q. Yeah. And I didn't ask you about that.

22 A. Okay.

23 Q. You see the -- the line above that?

24 A. Yes.

25 Q. "Complete staffer bonus contract"?

1 A. I'm just telling you it's all part of the
2 same thing. So if you read it, then you know
3 what actually happened.

4 Q. No, no. It's not part of the same thing.

5 MR. NEY: No, his questions are
6 about what these links refer to.

7 THE WITNESS: Oh, okay. All right.

8 MR. NEY: Specifically, not global.

9 THE WITNESS: Oh, okay.

10 BY MR. BLACKBURN:

11 Q. This list of what you call "staffer bonus
12 payments" didn't even exist at the time this
13 contract was signed; did it, it couldn't have.

14 A. It couldn't have been.

15 Q. All right. So the document you're
16 referring to as a bonus contract was --

17 A. So you're asking me, if you clicked on
18 that, where did you go; is that what you're
19 asking me?

20 Q. Yes. You went to the May 12 contract?

21 A. Right, okay.

22 Q. Okay? Which does not contain the word
23 "bonus" top, side or bottom?

24 A. It does not contain the word "bonus."

25 Q. Over on the third page under "View the

1 Proof," it contains what appears to be the
2 beginning there of the contract in the last page
3 of it.

4 Do you recall whether the entire
5 agreement was included?

6 A. I believe -- I believe it was. I don't
7 remember, but I would assume you could just
8 click on it to get the rest of it.

9 (Document marked as Exhibit 5).

10 BY MR. BLACKBURN:

11 Q. All right. Let me show you a copy then
12 of the document that has been marked as Exhibit
13 No. 5.

14 And for the record, I do have the
15 original. That's obviously a copy.

16 A. Okay.

17 Q. You've looked at that.

18 This is a campaign flier. Did you
19 participate in the preparation of this?

20 A. Our mail firm out of Missouri did this,
21 but I'm sure I participated in it.

22 Q. And on the facing page, the one with the
23 newspaper headlines --

24 A. Okay.

25 Q. -- above it, this says that one of

1 Smith's campaign staffers was paid \$12,504. I
2 just want to confirm that that specifically was
3 intended to refer to Mr. Winslow.

4 A. It's intended to refer to a staffer that
5 was being paid by the Republican Party.

6 Q. And who was that?

7 A. That just happened to be Mr. Winslow.

8 Q. And there were no other staffers to which
9 this made reference?

10 A. No.

11 Q. Okay.

12 A. Because it says "one of the campaign
13 staffers."

14 Q. Okay. And at the time this was paid, the
15 Republican Party paid it?

16 A. I'm sorry?

17 Q. What you said here.

18 A. The Republican Party paid it 12,504.

19 Q. Okay. What did you -- what did you see
20 first? Did you see the payments that were made
21 in the FEC report, or did you see these two
22 documents that were delivered to you? What's --
23 what's the order of that?

24 A. I believe I saw the payments first and
25 then got the whole package together later.

1 Q. What did you do to try to investigate the
2 whole circumstances once you saw the payments
3 were made?

4 A. Tried to figure out how the pieces of the
5 puzzle fit together.

6 Q. Well, what did you --

7 A. Tried exactly -- exactly what -- what I
8 knew then was Mark had left the party. He was
9 getting payments from the party. He was getting
10 paid -- he was getting paid -- he was not
11 getting paid for Robin Smith, yet he was working
12 on her campaign as the campaign spokesperson,
13 traveling with her, doing events, you know,
14 doing what a staffer does. I mean, doing all
15 those things.

16 So I couldn't figure out how all
17 that fit together. I knew the party -- the
18 biggest issue for us was the party -- we knew
19 the party was busted when she left, and we had
20 to figure out how the -- A, to confirm that;
21 and, B, prove that she left the party broke,
22 because that was going to be a centerpiece of
23 the campaign.

24 And so I spent the lion's share of
25 my research time looking for anything that could

1 prove that she left the party broke, knowing
2 that there was, you know, a document probably
3 out there that showed her leaving the party
4 busted. So that's what I spent my time on.

5 Q. What did you do to try to determine the
6 circumstances under which Mr. Devaney -- during
7 this, Mr. Devaney's chairmanship, the payments
8 were made?

9 A. Looked at the FEC documents.

10 Q. No, that just showed the payments.

11 A. Right.

12 Q. But the -- you -- the purpose for the
13 payments, the authority for the payments, did
14 you do anything to try to determine that?

15 A. Well, I knew at that point that Devaney
16 was chairman.

17 Q. I know that. So I'm asking you what you
18 did in order to determine why Mr. Winslow was
19 paid, as you had discovered?

20 A. Well, at the time that was pretty minor
21 in what I was looking for. When I called
22 Mr. Devaney, I was asking for -- to get a copy
23 of the review. That's what I was asking for.

24 Q. What did you do to attempt to determine
25 why Mr. Winslow had been paid?

1 A. At that point it -- it didn't matter
2 much. I mean, I needed to get the documents
3 showing that Robin Smith -- Mark wasn't running
4 for congress. Robin was running for congress.
5 I needed documents showing she left the party
6 broke.

7 It wasn't -- it wasn't a campaign
8 issue that Mark was being paid. It was an
9 interesting issue, and if you could tie that to
10 something else that Robin did to make it a
11 campaign issue, then it was.

12 Q. What did you do to determine the
13 circumstances under which Mr. Winslow was paid
14 while Mr. Devaney was chairman?

15 A. Very little. I mean, I -- it wasn't --
16 it wasn't part of my focus.

17 Q. You were -- is it too much to say you
18 were indifferent to it?

19 A. At that point, I was aware of it. It was
20 interesting. I found that it was interesting
21 that he had gone to work for Robin, but getting
22 paid by the party. I thought that could be an
23 issue, but I was still focused on Robin leaving
24 the party busted.

25 Q. You said that you called or spoke with

1 Devaney?

2 A. Yeah.

3 Q. When was this?

4 A. Well, I talked to him a lot. The first
5 time I talked to him about this, I don't know.

6 Q. Was it before or after you got the FEC
7 documents?

8 A. I'm pretty sure it was before, because I
9 was asking for the review. I didn't ask him
10 about this. This was -- I was talking about the
11 review.

12 Q. Were you on the State Executive
13 Committee?

14 A. No, sir.

15 Q. Did you -- does any member of the State
16 Executive Committee have the right to see
17 those --

18 A. Yes, sir.

19 Q. -- reviews?

20 Did you ask any member of the
21 executive committee?

22 A. Yes, sir.

23 Q. Who did you ask?

24 A. All of them except maybe one, like Oscar
25 Brock, who I knew, and Mark. I didn't ask Mark.

1 Q. Who is Mr. Brock?

2 A. He's a member of Robin's campaign team.
3 He's -- I don't know if he's still on the
4 executive committee or not, but he was treasurer
5 maybe at some point maybe under Robin. But he
6 was an officer with Robin, I think, and he had
7 run to replace Robin as party chairman.

8 Q. How did you go about asking these persons
9 for this information?

10 A. I know I sent an e-mail out, and over the
11 course of the campaign I'm sure I called every
12 single one of them.

13 Q. Well, why were you calling them?

14 A. To see if they would be interested in
15 going to Nashville and looking at the review.

16 Q. Did Mr. Fleischmann call any of them for
17 that purpose?

18 A. I don't know. He might have, but I don't
19 know. I had a better relationship with the
20 executive committee folks than he did, so it
21 would probably be easier for me to.

22 Q. Do you know for a certainty whether he
23 did or did not call --

24 A. I don't know.

25 Q. -- members?

1 A. I don't know.

2 Q. Did he call anyone -- or, excuse me.

3 Did you call anyone with regard to
4 trying to get any other paperwork on
5 Mr. Winslow?

6 A. Definitely not the executive committee
7 members, and I don't think I asked anybody else
8 for documents on Mark.

9 Q. So when did you discuss this whole
10 business of the payment with Mr. Devaney?

11 A. I really -- the problem is I don't have a
12 good timeline on it. I really -- I cannot give
13 you -- I mean, I'm not sure I can give you a
14 range. I apologize for that, I wish I could.

15 But I just -- I talked to him on a
16 regular basis, not just about this campaign, but
17 other campaigns across the state. And I talked
18 to him -- I'm not -- I don't know if we talked
19 once a week, but we talked on a very regular
20 basis about lots of things. And so I'm just --
21 I don't want to say a date and it be wrong.

22 Q. I think you've said that you did talk to
23 him, though, about this?

24 A. Yeah, yes, sir.

25 Q. All right.

1 MR. NEY: To be clear, when he's
2 saying "this," now he's narrowing it to
3 Mr. Winslow.

4 MR. BLACKBURN: And the documents.

5 MR. NEY: Not just the campaign
6 generally; right?

7 MR. BLACKBURN: That's correct.

8 MR. NEY: I want to make sure
9 we're --

10 THE WITNESS: I -- my conversations
11 were -- specifically with Chris on this issue
12 was more towards the financial review, that's
13 what I wanted a copy of.

14 BY MR. BLACKBURN:

15 Q. All right. I want to focus on these
16 documents that you claim were left at your -- in
17 your garage --

18 A. Okay.

19 Q. -- on the steps.

20 Did anyone later say, "Well, Chip,
21 did you -- did you find anything on your porch?"

22 A. No, sir.

23 Q. Or words to that effect?

24 A. No, sir.

25 Q. You didn't even suspect who did it?

1 A. No, sir.

2 Q. What kind of an envelope was it in?

3 A. Manila. I don't see one here, but just a
4 regular manila envelope.

5 Q. A letter envelope?

6 A. Yes, sir, like eight and a half by
7 eleven.

8 Q. Okay. And it didn't have any markings on
9 it?

10 A. No, sir.

11 Q. All right. Had you spoken to Mr. Devaney
12 about the circumstances of these payments before
13 you received those documents?

14 A. One more time.

15 Q. At the time you received those documents,
16 was that -- had you already asked Chris Devaney
17 for copies of whatever you had -- whatever he
18 had?

19 A. I had asked Mr. Devaney for a copy of the
20 review.

21 Q. I'm talking about these -- about any
22 papers that had to do with the compensation of
23 Mr. Winslow.

24 A. I do not remember asking Mr. Devaney for
25 anything regarding Mark.

1 Q. Did he ever indicate to you that he would
2 not discuss personnel matters?

3 A. Yes, he said he wouldn't discuss
4 personnel matters.

5 Q. All right. What's the context of that
6 response of his?

7 A. As I was pushing him for copies of the
8 review, for anything that would obviously help
9 our case, he says, "I'm not going to discuss
10 those matters."

11 Q. Help your case, do you mean after this
12 lawsuit was filed?

13 A. No, this was during the campaign.

14 Q. Okay.

15 A. And my -- my pitch to him was two-fold:
16 One, if Robin -- she had gotten a copy of the
17 review after she left the party chairman.

18 And so my push on him was, if she
19 had gotten a copy of the review as a former
20 party chairman, then I want a copy of the review
21 as a former party chairman.

22 If she got a copy of the review as a
23 candidate for congress, then I wanted a copy of
24 the review as a candidate from congress from
25 Chuck.

1 It wasn't fair for the party to give
2 a candidate and a primary something that the
3 other candidates were not getting. That was my
4 pitch.

5 Q. And he declined to do that?

6 A. That's correct.

7 Q. All right. Now, so then the review is
8 what you sought through members of the executive
9 committee?

10 A. That is correct.

11 Q. How many executive committee members are
12 there in the third district?

13 A. Well, there's 66 total, and we have --
14 you know, I don't know exactly how many that is;
15 a 9th of 66.

16 Q. How are they elected? It used to be
17 congressional districts.

18 A. They're elected -- they're elected by
19 state senate district. And Mr. Winslow is --

20 Q. The state senate is --

21 A. -- in that elective body.

22 Q. Okay. But not from Chattanooga?

23 A. Not from Chattanooga.

24 Q. All right. So to your recollection, what
25 about Mr. Brock, was he one of those?

1 A. I don't know. I know he was on the
2 board. I can't remember if he was a member of
3 the executive committee or not. I think he was
4 treasurer under Robin. I don't know if he was a
5 member on the State Executive Committee. I
6 think he was.

7 Q. Did you ask each of the third district
8 members of the executive committee to obtain the
9 review or any other documents for you?

10 A. I blanketed everybody I could on the
11 that, because I knew they had the ability to go
12 to the party, state headquarters, and take a
13 copy -- look at the review, and if they wanted
14 to talk about it, that was their deal.

15 Q. Did any of them respond?

16 A. I talked to a few of them -- I talked to
17 a lot of them. And some of them would -- I
18 mean, it was all kind of like, well, maybe. And
19 nobody said: Yes, I'll go. And nobody -- and a
20 few of them said: No, I wouldn't. But nobody
21 said: Yes, I would go.

22 And there was a few of them that
23 kind of was like hee-hawing about it like:
24 Maybe I'll go up. I'm up in Nashville next
25 week. I'll drive by and take a look at it.

1 Q. No one has told you, though, that he or
2 she was the one who provided --

3 A. No, sir.

4 Q. -- the documents to you?

5 A. No, sir.

6 Q. Did you come to the conclusion that
7 Mr. Winslow was guilty of a crime?

8 A. No.

9 Q. Did you ever suggest that?

10 A. I think in a radio show I suggested as a
11 whole that this could -- this was at best
12 wrong -- or at worst wrong -- or at worst -- at
13 best wrong, or at worst just plain illegal. And
14 so there was a pretty wide range of
15 possibilities there.

16 Q. How was it illegal?

17 A. If they used -- if -- if they misused
18 party funds for personal gains, I believe that's
19 against FEC law.

20 Q. But you knew all these payments were made
21 after Ms. Smith was gone and had no authority?

22 A. And Robin Smith is the one that signed
23 the contract before she left, and then he went
24 to work for her campaign, not being paid.

25 Q. Is the employment agreement illegal? Did

1 you have that -- whether -- I'm not asking you a
2 legal conclusion.

3 Did you have the opinion in the
4 context of your radio statement that the
5 employment agreement was dishonest or illegal?

6 A. No. But what I knew is that she had
7 signed this a few weeks before she left to go
8 run for congress. Mark was paid a bonus of
9 \$12,500 while he was working on her campaign for
10 free and not getting paid by the congressional
11 campaign. That's what I knew. Those are the
12 facts.

13 Q. Referring to the contract, you don't
14 have -- you're not suggesting the contract was
15 illegal in any way; are you?

16 A. No, sir.

17 Q. Okay. You made reference to a person in
18 Florida. Who was that? We mentioned that
19 before we started.

20 A. That was a guy named Jim Greer.

21 Q. Greer. What -- what was Mr. Greer
22 accused of?

23 A. Mishandling party funds.

24 Q. In what capacity?

25 A. I don't know the whole -- the whole deal

1 on it. I just know he was mishandling party
2 funds.

3 Q. Did he face criminal charges?

4 A. I don't know.

5 Q. Well, what -- why was anything that
6 Mr. Greer did in your view analogous to anything
7 that Mr. Winslow was involved in?

8 A. Because at the time it was in the
9 newspaper that he was mishandling party funds
10 and that he was going to get in trouble for that
11 in some capacity, of which I don't know what
12 ended up happening, and so there was some
13 parallel stuff.

14 Q. Have you listened to the commercial, tape
15 of the commercial, prior to today?

16 A. Commercial?

17 Q. I mean the -- excuse me, the interview.

18 MR. NEY: The WGO --

19 THE WITNESS: Oh, that I did?

20 MR. NEY: Right.

21 THE WITNESS: Just my part of it,
22 yeah.

23 BY MR. BLACKBURN:

24 Q. When did you do that?

25 A. Today.

1 MR. BLACKBURN: Okay. Can we call
2 that up?

3 (Audio playback).

4 BY MR. BLACKBURN:

5 Q. That is a not-too-subtle accusation of
6 dishonesty; isn't it?

7 A. I'd say that there's a possibility that
8 there was some wrongdoing and that maybe we'll
9 get the facts out.

10 Q. That's not the way you expressed it,
11 though.

12 A. That's exactly the way I expressed it.

13 Q. Who was the guy that called?

14 A. I don't know.

15 Q. You didn't have Shills call?

16 A. Shields?

17 Q. Shills. The person who called -- who you
18 asked to call in to pose questions.

19 A. No, sir.

20 Q. You've never done that?

21 A. No, sir. I do a lot of these --

22 Q. It's done all the time.

23 A. -- and I don't do it at all.

24 MR. BLACKBURN: We'll ask -- what
25 was just played here, we'll -- I think we've got

1 that on a sound recording that we've furnished
2 already. But we'll -- maybe for the clarity of
3 the record, we ought to make that a copy also
4 when we do the other.

5 MR. NEY: Take that snippet of
6 the -- that segment or --

7 MR. BLACKBURN: Yeah, that's right.

8 MR. NEY: That's fine.

9 BY MR. BLACKBURN:

10 Q. The -- the caller suggested that this had
11 gone on for a long time, or had been done a long
12 time ago; right?

13 A. That was his suggestion.

14 Q. Your response was: We've heard rumors of
15 that for a long time?

16 A. We'd heard rumors from the -- during the
17 campaign, during the campaign cycle.

18 Q. I don't recall those words. Did you say
19 "during the campaign cycle"?

20 A. "I said for a long time." And in my --
21 in my perspective, a long time was the campaign.

22 Q. Ah.

23 MR. NEY: Excuse me, Gary. Before
24 you go on, maybe it would be helpful if we could
25 run that again and --

1 MR. BLACKBURN: Sure.

2 MR. NEY: -- see if we can get the
3 times and at least note those.

4 (Audio playback).

5 MR. WINSLOW: That sequence begins
6 at 21:53.

7 MR. NEY: Okay. 21:53 to --
8 (Audio playback).

9 MR. WINSLOW: 22:53.

10 MR. NEY: Okay. Thank you.

11 BY MR. BLACKBURN:

12 Q. So the caller refers to a big bonus that
13 preceded her departure. You -- you essentially
14 agreed with that, with the caller; didn't you?

15 A. The 12,000 -- I was referring to the
16 12,500.

17 Q. He said a big bonus before she left.

18 A. And I assume that was the 12,500.

19 Q. And you said, "We've heard rumors of
20 that" --

21 A. Yeah.

22 Q. -- "for some time." And, in fact, there
23 was a contract suggesting that the contract is
24 the bonus?

25 A. I'm not following you.

1 Q. Well, what other -- what other -- what
2 can we be referring to other than this
3 employment agreement?

4 A. Probably the FEC payment showing that he
5 was getting paid 12,500 during the month.

6 Q. I'm referring to the big bonus.

7 A. That's the big bonus.

8 Q. That's the big bonus. And your basis for
9 describing this as "a big bonus" was its timing?

10 A. The \$12,500 working -- paid in June,
11 July, August, while he was working for Robin
12 Smith and not the party, yeah, that's a big
13 bonus.

14 Q. I see. The contract, of course, that you
15 had said nothing about \$12,000; you didn't know
16 why that was paid?

17 A. The contract that I had, which one?

18 Q. The only one you claim you had, the one
19 that describes it, \$15,000.

20 A. Yeah. And FEC is the one that showed the
21 12,500.

22 Q. What's the difference? What's the
23 discrepancy? How did his bonus get docked?

24 A. How did the bonus get what?

25 Q. You're characterizing an employment

1 agreement, number one, as a bonus arrangement,
2 and that was just plain false; wasn't it?

3 A. I don't agree with that. And this was --

4 Q. I'm not going to belabor this until we
5 get in front of some citizens who will listen to
6 us.

7 A. Okay. Yes, sir.

8 Q. But we have agreed that the contract
9 itself was an employment agreement; correct?

10 A. He signed an employment agreement, yes.

11 Q. All right. And we've agreed that the
12 contract he entered into is not unusual in the
13 business world. You have done them yourself,
14 employment agreements?

15 A. Yeah, there's -- they're out there.

16 Q. Okay. And we have agreed that the
17 employment agreement called for the rendering of
18 services to the party through the end of the
19 year?

20 A. Of which he did not deliver.

21 Q. We agreed that the contract called for
22 the rendering of services to the party through
23 the end of the year?

24 A. Which he did not deliver.

25 Q. We have agreed that the -- I'm going to

1 repeat this until you answer the question.

2 MR. NEY: Well, listen, it --

3 MR. BLACKBURN: No.

4 MR. NEY: The contract calls for
5 what it calls for. Mr. Saltsman, whatever he
6 says about it --

7 MR. BLACKBURN: Well, he won't admit
8 it.

9 MR. NEY: He doesn't have to admit
10 it. It is what it is. He didn't draft it. He
11 wasn't a party to it. He's not a lawyer. We've
12 already made it clear you weren't asking legal
13 opinions from him.

14 So it is what it is, it says what it
15 says, and that's all he can really say about it,
16 Mr. Blackburn.

17 I mean, your asking him to admit it
18 is really asking him to give the legal opinion
19 as to what the effect of that was. And it was
20 what it was, or not.

21 BY MR. BLACKBURN:

22 Q. So what you did was, for -- for cynical
23 purposes, you took the -- you took an employment
24 agreement, which you now today admit had no
25 illegality to it at all and was ordinary in

1 business, you took an amount that was
2 inconsistent with the amount stated in that
3 employment agreement, payments of which were
4 made under the watch of a totally different
5 person, and described it as an unethical or
6 perhaps illegal bonus arrangement in violation
7 of the Federal Election Commission rules.
8 That's what you did.

9 A. No.

10 Q. We'll just let the citizens decide that.

11 MR. BLACKBURN: Off the record.

12 THE VIDEOGRAPHER: Stand by, please.

13 Going off the record, the time is 11:53. The
14 tape is stopped.

15 (Discussion off the record).

16 THE VIDEOGRAPHER: Back on the
17 record, the time is 12:18.

18 BY MR. BLACKBURN:

19 Q. Mr. Saltsman, we've talked about these
20 advertisements, the ads being approved by the
21 candidate.

22 Is that also true of the Web site?
23 When you set up a Web site, like here is the
24 proof, or whatever it was called, are the
25 candidates asked to make a statement in that

1 connection, that is, "I approve this message"?

2 A. I don't -- not on the Web site, no.

3 Q. I assume that this was a Fleischmann
4 staffer who had these documents and saw that
5 they were posted?

6 A. Yes.

7 Q. Do you remember who that happened to have
8 been, who literally did that?

9 A. I assume it was Jordan Powell and Linus
10 Catinany (phonetic). Those were the two people
11 that did the Web site, along with GSL, who was
12 our Web site host guys.

13 Q. The -- were you being compensated for the
14 advertisements themselves, either through S & S
15 or individually?

16 A. For Chuck's campaign?

17 Q. Yes.

18 A. No, sir.

19 Q. Who got paid for the placements?

20 A. The Strategy Group in Ohio.

21 Q. And you're familiar with the term
22 "points"?

23 A. Yes, sir.

24 Q. How many points were devoted to these
25 ads?

1 A. Per week or total, total?

2 Q. Either one. I like both.

3 A. Okay.

4 MR. NEY: These -- could we just be
5 clear --

6 THE WITNESS: Yes.

7 MR. NEY: -- on what these ads are?

8 THE WITNESS: Yeah. Which ads, all
9 ads total?

10 MR. NEY: All these ads specific?

11 BY MR. BLACKBURN:

12 Q. I'm referring specifically to the attack
13 ads, the attack ads having to do with Mark
14 Winslow's compensation.

15 A. The ads that were focused on Robin Smith
16 leaving the party broke?

17 Q. However you wish to characterize it yet
18 again.

19 A. Yeah.

20 MR. NEY: Can we agree that "lavish
21 bonus" is a phrase that you're talking about,
22 Mr. Blackburn, in the ads; right?

23 MR. BLACKBURN: It's among them.
24 It's usually included in the ones I've seen.

25 MR. NEY: Okay.

1 MR. BLACKBURN: We played one of
2 the --

3 THE WITNESS: Yeah, you played one
4 of them.

5 MR. NEY: Right, we played one of
6 them already.

7 THE WITNESS: I don't have that, the
8 breakdown, of all of the ads in front of me, but
9 I think it's in the range of 250 to \$300,000, I
10 think would be the total.

11 And on the points, I just don't
12 honestly know the breakdown between Knoxville
13 and Chattanooga on the TV points.

14 The points in Chattanooga -- and
15 stop me if you already know all this -- but, you
16 know, it's \$40 a point in Chattanooga; it's \$80
17 a point in Knoxville. So it's twice as
18 expensive in the Knoxville media market, so you
19 get half as much for the same amount.

20 BY MR. BLACKBURN:

21 Q. You indicated that when you were the
22 party chair, you did not have a chief of staff.

23 A. No, sir.

24 Q. Who would you expect at the party,
25 generically speaking, not individual names,

1 would have access to confidential documents,
2 aside from the chair?

3 A. When I was chairman or just in general?

4 Q. Well, let's start with that, and then
5 move it forward.

6 A. When I was chairman, confidential
7 documents probably were myself and the executive
8 director.

9 Q. What role --

10 A. And maybe -- maybe -- let me -- let me --
11 I've got to think back here.

12 We didn't have a whole lot of
13 confidential documents, we had some. And
14 probably our most confidential document was --
15 was research on Al Gore. And we had that in a
16 safe deposit box in a bank in Green Hills, and
17 I -- and I had a key to it, and that was about
18 it.

19 Q. Well, if you ask Mr. Winslow in his
20 deposition, he'll tell you that there was a
21 filing cabinet with a lock that was purchased.

22 A. Okay. Yeah, we didn't -- did not have
23 that, I don't think.

24 Q. Did you -- how many employees were there
25 when you were there, salaried persons?

1 A. I'm trying to count. One -- somewhere in
2 the range of probably as low as eight or nine,
3 and as many as 20, 25 when we had field staff,
4 but I don't know the exact number.

5 Q. Well, that meant you had personnel
6 records; had to.

7 A. You know, to be honest, we did not do all
8 of this. I don't remember a lot of -- we didn't
9 do reviews or employment agreements. It was a
10 lot of handshakes and "you're going to work for
11 the campaign," and --

12 Q. Well, you had to do withholding. You had
13 to --

14 A. Yeah, we did that.

15 Q. -- have social security numbers --

16 A. Yeah, absolutely.

17 Q. -- and all of that.

18 A. Yeah.

19 Q. Where were those kept?

20 A. Our CPA kept those.

21 Q. There was nothing kept on site?

22 A. I didn't keep those documents on site, so
23 I don't know the answer to that question.

24 Q. I'm trying to determine the number of
25 persons who would have had access to the

1 documents when Mr. Devaney was there, aside from
2 him.

3 A. I wouldn't know.

4 Q. Did he have an executive director?

5 A. I don't know.

6 Q. Is that a similar role to chief of staff?

7 A. I'm not trying to be coy. I don't --
8 each -- each party chairman sets up the office
9 different, and so I don't know if a chief of
10 staff is in charge of the staff or is it in
11 charge of the political side, is it in charge of
12 the finances.

13 I don't know how Robin had it set up
14 with Mark, and so I certainly -- and I don't
15 know how Devaney had it set up.

16 So typically, you know, it goes a
17 lot of different ways. I mean, some executive
18 directors are stronger more on the political
19 side and they let the party chairman handle more
20 of the personnel issues.

21 And so, I mean, it could be a
22 variety of -- so I'm not trying to be difficult.
23 I'm just saying each office -- each chairman has
24 different strengths and weaknesses, and that's
25 what -- you know, the executive director in my

1 case handled more of the personnel issues,
2 because, you know, I wasn't -- that's not what I
3 was strong at.

4 Q. Do you recall Mr. Newman's position or
5 job title --

6 A. No, sir.

7 Q. -- with Devaney?

8 A. I -- I think -- no, I really don't. I
9 wasn't -- I think I met with him and Chris
10 Devaney one time while he was there. I don't
11 even know how long he was there.

12 Q. Did the party have a treasurer during
13 this time, during your -- the campaign?

14 A. I would assume so. During my time?

15 Q. No. I'm sorry. During the time of this
16 -- this controversy we're here about today.

17 A. I would assume so.

18 Q. During the time that you got these
19 documents at your house.

20 A. Yes, I would assume the party has a
21 treasurer, has an elected treasurer.

22 Q. Do you recall who that was?

23 A. The elected treasurer of the state party
24 right now, I believe, is Frank Colvett.

25 Q. Well, when Devaney was -- when Mr.

1 Devaney became the treasurer -- the chairman.

2 A. I believe Frank Colvett was elected.

3 Q. Colvett?

4 A. Colvett, yes, sir.

5 Q. Where is Mr. Colvett? Where is he from?

6 A. I think he's from Memphis -- no, I know
7 he's from Memphis. Sorry, I think he -- I think
8 he's from -- no, I know he's from Memphis.

9 Q. Were there any staff members of the party
10 who were contributors or supporters by any other
11 means of the Fleischmann campaign?

12 A. No. We were -- we had very few
13 supporters and contributors. No contributions
14 from any officer of the state party or -- is
15 that what you're asking?

16 Q. Yes.

17 A. I don't think so.

18 Q. It's pretty clear. I want to know who
19 had a motive to supply confidential information.

20 A. Yeah, I don't think so. I mean, the FEC
21 would have a copy of that, but I don't think we
22 had any contributors from the Republican Party
23 office. I would have gladly accepted them, but
24 they did not; nobody -- nobody did.

25 Q. Do you recall when you first met or

1 became acquainted in -- by any means with Mark
2 Winslow?

3 A. Yeah. It was, I guess, the '94 cycle.
4 He was working for Senator Frist, I believe, in
5 the campaign. I think he was actually a paid
6 staffer. I was working for the governor's race.

7 And so we were -- we knew each
8 other. We were aware of each other. I think we
9 had maybe seen each other at a couple of events
10 before.

11 I wouldn't say I knew him well at
12 that point, but I think that's the first time I
13 probably met him.

14 Q. Was that --

15 A. I'm going to say '93, but, you know,
16 that -- give or take six months.

17 Q. Is that when you -- you said you had been
18 a driver for Sundquist --

19 A. Yes, sir.

20 Q. -- during that time period?

21 A. At this point I had moved up to director
22 of field operations/driver, but I was still the
23 driver.

24 Q. See, I've done that, I know.

25 A. So you know.

1 MR. NEY: We gotta go.

2 THE WITNESS: Yeah, we gotta go.

3 BY MR. BLACKBURN:

4 Q. When you became employed on the
5 governor's staff after he was elected, that is
6 Governor Sundquist -- and I think you told me
7 this, but I don't recall.

8 A. Yes, sir.

9 Q. What -- what was your role or your title?

10 A. I was his AA, administrative assistant.

11 Q. AA, okay. I understand that there was a
12 controversy over delegates to the republican
13 convention. When would that have been, '90 --
14 that would have been '96?

15 A. '96.

16 Q. Yeah. Were you involved in any
17 controversy involving delegates?

18 A. I don't know about a controversy, but I
19 was involved -- obviously, the governor being
20 the head of the party and delegates to the
21 convention, I was involved in that.

22 Q. Well, specifically I know that in
23 Tennessee and elsewhere we've gone through
24 cycles where there's a unit rule --

25 A. Yes, sir.

1 Q. -- winner take all.

2 A. Yes, sir.

3 Q. Or there are designations or where
4 campaigns designate the persons whom they
5 will --

6 A. Yes, sir.

7 Q. -- choose to be --

8 A. Yes, sir.

9 Q. -- delegates.

10 Was there a controversy then that
11 revolved around Lamar Alexander and his
12 candidacy?

13 A. I'm sorry, I understand what you're
14 saying now. I thought you were talking about
15 the actual delegates. You're talking about a
16 plan --

17 Q. Yeah.

18 A. -- of the allocation.

19 Yeah, there was -- gosh, this would
20 have been pre '96, so this would have been '95,
21 I guess. And, obviously, we had Lamar Alexander
22 thinking about running for President. We had a
23 governor, two senators at that point that were
24 supporting that.

25 And the bylaws at the time were --

1 anyway, Lamar and the presidential campaign
2 wanted to change them. That has to go through
3 the executive committee. The governor signed
4 off on it, the party chairman signed off on it,
5 and we had an election of the State Executive
6 Committee, or to change the bylaws. It was the
7 Texas plan maybe?

8 I can't remember exactly what it
9 was. But it was -- controversy, it was -- it
10 was inside-the-dugout-type controversy. I mean,
11 it was party stuff. But, yeah, it got a little
12 heated.

13 Q. Didn't, I think, in '90 -- the previous
14 one would have been '92. Is that when Pat
15 Buchanan ran?

16 A. I was in grad school, and I can't
17 really -- I worked on the campaign in '92, but I
18 was -- I was lower than the driver. I was the
19 yard guy. I mean, I was the yard sign guy. And
20 this is when you still had to build yard signs.

21 Q. Yeah.

22 A. I had a truck, so I was the yard sign
23 guy.

24 Q. Well, I seem to recall that controversy
25 revolved around some extraordinary number of

1 delegates being awarded to a non-competitive
2 candidate in '92.

3 A. You know, I --

4 Q. Maybe it wasn't Buchanan, but I just --

5 A. I can't remember. But, to be honest, I
6 was 24 or '5 years old, maybe 26, and the
7 governor said, "This is what we want to do."
8 And my answer was, "I'm in."

9 Q. Do you recall which side of the -- of the
10 change in the delegate selection rules
11 Mr. Winslow was on?

12 A. I don't. I know he worked for Senator
13 Frist. And Senator Frist was for it, so I
14 assumed he was for it.

15 Q. Was he on the committee, the executive
16 committee?

17 A. I don't think he was on the committee
18 then, so he wouldn't have a vote.

19 Q. Did -- do you know Randal Richardson?

20 A. I do.

21 Q. Do you remember him?

22 A. I sure do.

23 Q. Did you ever talk to Randal Richardson
24 about Mark Winslow?

25 A. Recently?

1 Q. No, then.

2 A. Oh, I have no idea. This was '93 you're
3 talking about, '94, '95. I don't remember.

4 Q. It would have been more in '96.

5 A. Okay. I don't.

6 Q. Before the primary in '96.

7 A. Was Randal chairman? I don't think
8 Randal was chairman at that point.

9 Q. I think he was a former chairman.

10 A. He was a former chairman.

11 Q. Did you -- did you have any discussions
12 about Winslow's continued work for Senator Frist
13 because of the position he was taking?

14 A. I don't know.

15 Q. You don't recall that?

16 A. I don't know what his position was.

17 Q. Did you ever ask anyone from the party --
18 and excuse me -- from Senator Frist's operation
19 to terminate or discipline Winslow?

20 A. In '96?

21 Q. Yes.

22 A. I have no idea.

23 Q. Do you know Emily Reynolds?

24 A. I do.

25 Q. Did you ever talk to Emily Reynolds about

1 Mr. Winslow?

2 A. In '96, I don't remember.

3 Q. Did you ever try to get him fired from
4 any job?

5 A. No, sir, not that I'm aware of.

6 Q. Suppose for the sake of my question
7 Ms. Reynolds said that you did, and she told you
8 that she's the one who is going to be making
9 these decisions. Would you --

10 A. That would be okay.

11 Q. Do you have any reason to believe that
12 would not be an accurate recollection?

13 A. I don't have any concept of that. I
14 mean, this was '96. I was working for the
15 governor's office worrying about State Executive
16 Committee votes, and I'm assuming that Mark was
17 not one of those.

18 Q. Did you feel that Mr. Winslow was not
19 supporting your efforts to become party chairman
20 yourself?

21 A. I don't remember him having a vote.

22 Q. Well, my question was whether he was
23 supporting or opposing.

24 A. I don't know.

25 Q. But did you accuse him of distributing

1 e-mails critical of you?

2 A. I don't know.

3 Q. Who is Corinne Miller?

4 A. Corinne Miller, I don't know. Who is
5 Corinne Miller?

6 Q. Corinne Miller is the one who published
7 by e-mail words critical of you that you
8 attributed to Mark Winslow.

9 A. Okay. I don't -- oh, I remember who she
10 was. She was a member of the YRs maybe. I
11 don't know. I don't remember.

12 When I ran for party chairman there
13 was probably three or four people in the race at
14 various times, and at the end of the day, nobody
15 ran against me.

16 Q. Did you believe that Winslow, using the
17 name Corinne Miller, had -- had written critical
18 of your candidacy? Have you --

19 A. I had a lot of people who were critical
20 of my candidacy, so I really didn't pay much
21 attention to much of them.

22 Q. Did you serve -- how many terms did you
23 serve?

24 A. I served one full term and then a half
25 term.

1 Q. Who succeeded you?

2 A. Beth Harwell.

3 Q. Beth Harwell, who is the speaker?

4 A. Yeah.

5 Q. What was your occasion for leaving office
6 before the term was over?

7 A. Taking a job in Washington.

8 Q. With whom?

9 A. Senator Frist.

10 Q. Did you get a crossways with Fred
11 Thompson over it?

12 A. No.

13 Q. Senator Thompson?

14 A. (Witness shook head.)

15 Q. You supported a candidate against Fred
16 Thompson when Senator Thompson ran for
17 President, I think.

18 A. I was working for Mike Huckabee at the
19 time. I was his national campaign manager, and
20 that was --

21 Q. Were you asked to --

22 A. I took that job six, seven months before
23 Fred Thompson got in the race.

24 Q. Were you asked to resign as president of
25 the -- or chairman of the Republican Party?

1 A. No.

2 Q. Nobody pressured you in any way?

3 A. No.

4 Q. Was there anyone who was requesting an
5 audit; not a review, but an audit?

6 A. I don't -- I don't know. When I was
7 chairman?

8 Q. Upon your departure.

9 A. I have no idea.

10 Q. I'd suggest to you that there was an
11 audit and that you were given a copy of it.

12 A. Okay. I don't remember that.

13 Q. If you have a copy, do you think you
14 would have retained it?

15 A. No.

16 Q. Did you have any prior disagreement --
17 when I mean prior, I mean prior to running
18 for -- to be involved with the Fleischmann
19 campaign -- any particular disagreements with
20 Robin Smith?

21 A. Any particular disagreements?

22 Q. Yes. For example, over the selection of
23 delegates?

24 A. She wanted to put different delegates in
25 than Mike Huckabee wanted to after he had won

1 the state.

2 Q. Was there some sort of time constraints
3 that she claimed she was operating under?

4 A. Yeah, she had a -- they had a -- the
5 State Executive Committee has to approve the
6 delegate selection.

7 Q. Did you get upset with her? And I don't
8 care, frankly, who was right or who was wrong --

9 A. Yeah.

10 Q. -- if anyone in that. But did you
11 have --

12 A. We both -- we both got upset at each
13 other. She was telling me that she was going to
14 put different delegates than the ones we had
15 selected. And it was Mike Huckabee's state that
16 he won, and he was going to choose his own
17 delegates, and she wanted to put in her own
18 delegates. And I said, "That's not going to
19 happen."

20 Q. Were there voices raised?

21 A. Oh, yeah. It was a heated conference
22 call.

23 And then after the conference call,
24 after the lawyers -- she had a lawyer, I think
25 Mr. Winslow on the phone, and a couple other

1 people, and she didn't get what she wanted.

2 And then I called her back directly
3 after that conference call and I said, "What do
4 you need? What do you have to have?"

5 And she goes, "I need to get Michael
6 Lebovitz and Steve Smith as delegates."

7 And I said, "I'll make it happen."

8 Q. What -- who else participated in this
9 conference call?

10 A. On our side, it was just me. On her side
11 I remember a couple people. I think Mark was on
12 it and a lawyer and maybe someone else.

13 Q. You don't remember who the lawyer was?

14 A. No, sir.

15 Q. So a lawyer for the -- coincidentally a
16 lawyer, or a lawyer for the committee?

17 A. I think he was a lawyer for the party. I
18 mean, I think that's how he was introduced.

19 Q. Was there -- is Randy Stamps a lawyer?

20 THE WITNESS: Isn't Randy a lawyer?

21 MR. NEY: Yeah, I think he is.

22 THE WITNESS: I don't think he's --

23 MR. NEY: He's not been practicing
24 for so long, I --

25 THE WITNESS: Yeah.

1 MR. BLACKBURN: Yeah, I've not run
2 across him.

3 THE WITNESS: Randy could have been
4 on that call.

5 BY MR. BLACKBURN:

6 Q. I understand that he may have been
7 present, at least?

8 A. He could have been. And they were on
9 speaker phone, so I really don't know who all
10 was on there.

11 Q. Yeah. Did you blame any of this
12 misunderstanding on Mark Winslow?

13 A. No. He wouldn't have anything to do with
14 it. I mean, I understood -- as heated as the
15 conversation got, I understood Robins' -- what
16 Robin wanted to do.

17 She wanted to put her big donors on
18 as delegates and not have people that were not
19 helpful to the party on as delegates because
20 they were helpful to Mike Huckabee, not
21 necessarily the Tennessee Republican Party.

22 I got that, but I also wanted to
23 reward the people that were helpful to Mike
24 Huckabee, who stuck with him as he won the state
25 and had his duly -- delegates.

1 So I was not unsympathetic to where
2 she was. I just wanted to tell her that she was
3 not going to get everything she wanted and that
4 we were going to take care of our people and
5 we're going to work -- and then after all the
6 other people got off the phone, I called her as
7 a courtesy.

8 The chair -- former chairman of the
9 Republican Party, this state means something to
10 me. I wasn't just a campaign manager for Mike
11 Huckabee at that point.

12 And I said, "Tell me what you need
13 to get this done."

14 She goes, "I want all of it."

15 I said, "That's not going to happen.
16 Tell me what you need."

17 And then she pulled out those two
18 names, and it was, I believe, Michael Lebovitz
19 and Steve Smith. Which Steve Smith had helped
20 Mike Huckabee, that was easy. Michael Lebovitz
21 had not, but I moved my dad off as a delegate to
22 alternate delegate, I think, and put in Michael.
23 I can't -- I think that's what happened.

24 But the bottom line is, at the end
25 of the day I wanted to be helpful to the party,

1 and -- and we tried to reach some kind of
2 compromise.

3 Q. All right. Did you -- when you ran for
4 national party chair, did you need her support?

5 A. I would have liked to have her support.

6 Q. What was the importance of that?

7 A. Well, she's from my home state.

8 Q. Well, aren't there technical reasons why
9 you need home state support if you're going to
10 run for the national chairmanship?

11 A. Not technical support, but it would --
12 it's always helpful to have your home state
13 folks support you.

14 Q. How many -- how many states do you have
15 to have supporting you?

16 A. What? Oh, to get on the ballot? Three.

17 Q. Three?

18 A. And you don't have -- your home state
19 doesn't have anything to do with that. If you
20 have three other states, you're good.

21 Q. I understand it may not be required, but
22 that would be logical; wouldn't it, that you
23 would start with your own?

24 A. Yeah, politically, yes.

25 Q. Yeah. And I understand that you withdrew

1 from that race.

2 A. I did.

3 Q. What was your reason for withdrawing?

4 A. I didn't have the support I needed to
5 win.

6 Q. Is this because of a unfortunate
7 reference to the president?

8 A. Some people might say that.

9 Q. Yeah. Did you individually or through
10 someone else seek the public endorsement of
11 Robin Smith --

12 A. Sure.

13 Q. -- in chairmanship?

14 Who contacted her on your behalf, or
15 maybe you did?

16 A. I did. I asked to see her several times;
17 called her, e-mailed her, texted her, whatever
18 it took. So I tried to -- tried to get her
19 support.

20 Q. You mentioned -- was it Steve Smith
21 earlier?

22 A. You mentioned Steve Smith earlier.

23 Q. Did -- is he one that -- that also
24 contacted her on your behalf?

25 A. I probably had a lot of people that

1 contacted her on my behalf.

2 Q. Did you get a promise of Ms. Smith's
3 assistance --

4 A. No.

5 Q. -- for support?

6 A. I got a commitment that she would not
7 make a decision until later in the race. And
8 she kept -- from my understanding, she kept
9 that.

10 She didn't -- I don't believe -- she
11 may have endorsed Katon a week -- maybe a couple
12 days before I got out or maybe right after, I
13 can't remember. But it was -- she -- she -- she
14 kept her side of the bargain, she didn't endorse
15 anybody else.

16 That would have been -- that would
17 have hurt a little bit more if she would have
18 endorsed somebody early on, so she kept to her
19 side of the commitment.

20 Q. Have you had, directly or indirectly, any
21 contact regarding employment of Mark Winslow
22 since the election?

23 A. Since the election of what?

24 Q. Since the last election.

25 A. No.

1 Q. Since Mr. Fleischmann and the others
2 were -- that -- that election cycle in which
3 they were elected.

4 A. No.

5 Q. Have you talked to anyone at Congressman
6 DesJarlais' staff?

7 A. Do I talk to Congressman DesJarlais and
8 his staff?

9 Q. About Mark Winslow or any --

10 A. No.

11 Q. -- application?

12 Were you aware that he had applied
13 for a position --

14 A. No.

15 Q. -- with Congressman DesJarlais?

16 A. No.

17 MR. NEY: Let's get the timing
18 correct, because were you aware when --

19 THE WITNESS: Well, I'm aware now.

20 MR. NEY: Right. That's what I
21 mean. I want to --

22 THE WITNESS: Yeah, yeah.

23 MR. NEY: I want to be precise.

24 THE WITNESS: Yeah.

25 BY MR. BLACKBURN:

1 Q. You -- I assume that the sense of your
2 answer is, is that you didn't contact them to
3 support or oppose an application?

4 A. I didn't know there was an application.

5 Q. All right. Have you contacted them since
6 then to talk about why Mr. Winslow was not
7 employed there?

8 A. No.

9 Q. Did you know that he was interviewed?

10 A. No. I mean, I do now, but then I did
11 not.

12 Q. How -- how do you know now?

13 A. Because I read it somewhere.

14 Q. Yeah. Because we -- we stated it in our
15 responses?

16 A. Yeah, that's where I read it.

17 Q. All right. Well, we're pretty reliably
18 informed that he was going to be offered a job,
19 and then something changed. Whether you were
20 involved in it or not, do you have any idea of
21 what changed?

22 A. I had no conversation with the DesJarlais
23 folks ever. I mean, just didn't, so I don't
24 know.

25 Q. We all may wind up in the same district.

1 A. We might.

2 Q. Yeah.

3 One question I failed to ask. You
4 got these documents delivered in an envelope.

5 A. Yes, sir.

6 Q. How did you know they were genuine?

7 A. I just assumed they were. It -- you
8 know, they were signed, and I figured they were.

9 Q. Well, neither of the ones that were
10 delivered had Chris Delaney's -- Devaney, excuse
11 me, his signature on it, so you had no need
12 to --

13 A. I wasn't --

14 Q. -- verify his signature.

15 A. And the interesting thing about that was,
16 again, we were not running against Chris
17 Devaney, we were running against Robin Smith.

18 And those documents showed Robin
19 Smith -- I know this is going to shock you --
20 that Robin Smith signed a contract with Mark
21 Winslow three weeks before she left. He was
22 paid during that summer by the FEC. Those
23 documents were part of a narrative that showed
24 that Robin Smith did not manage the money well
25 with the state party.

1 She left the party broke, and on
2 doing that, Mark Winslow was getting paid out of
3 state party funds, and she was not getting paid
4 by the campaign.

5 Q. It just -- it just strikes me as an
6 obvious, almost inevitable thing to do, is to
7 see those and say, "What in the world is this?"
8 and call Devaney and say, "Do you know anything
9 about this?"

10 Did you do that?

11 A. I did not do that.

12 Q. So the context of this conversation you
13 had with him in which he said he would not talk
14 about personnel matters did not come about
15 because you got those documents delivered to
16 you?

17 A. I had asked for those documents on the --
18 the review many times, many times.

19 Q. I'm not talking about the review.

20 A. I didn't ask -- I never asked for these.
21 I never -- I don't think I ever asked Chris
22 Devaney for anything about Mark Winslow.

23 Q. So my question is, the context of your
24 discussion with him in which he said, "I don't
25 share any personnel items," or words to that

1 effect, was not the occasion of your receiving
2 these documents delivered at your home?

3 A. I don't think so. He had told me no
4 about these documents earlier.

5 Q. Well, but you didn't know the existence
6 of those documents earlier?

7 A. Correct, I was asking for the review. I
8 wouldn't even know to ask for these earlier.

9 Q. Well, a review is not a personnel
10 document.

11 A. That's what I'm talking about.

12 Q. What were you talking about when you
13 talked about personnel?

14 A. I was asking for the review.

15 Q. When you had a conversation with him in
16 which he said, as I understand it, "I don't" --
17 "I'm not going to provide anything that has to
18 do with personnel," what was the subject matter?

19 A. His comment back to me was he's not going
20 to give me any documents. I'm not sure he said
21 I'm not going to give you any personnel
22 documents, or I'm not sure he said I'm going to
23 give you financial; he just said "documents."

24 Q. Do you have -- aside from the controversy
25 we are discussing today, do you have any

1 knowledge of any aspect of Mr. Winslow's career,
2 his work, his personal life, anything that would
3 make him unattractive as an employee?

4 A. I don't know. I mean, I don't know much
5 about Mark, about his career. I mean, I --
6 that's what I'm saying. I know Mark, but I
7 don't know much about his career.

8 Q. I have been told, and not by you -- this
9 is the first time you and I have talked about
10 these things.

11 A. Yeah.

12 Q. We did meet once. That -- and things
13 have been relayed to Mr. Winslow that things
14 will get ugly or get difficult for him if he
15 brings this suit or if he follows it up with
16 suing the party.

17 Have you had such discussions with
18 anyone?

19 A. No.

20 Q. Excuse me.

21 A. I thought that was a good answer, you
22 gave me a thumbs up.

23 MR. BLACKBURN: No, that was Paul's
24 partner.

25 Off the record.

1 THE VIDEOGRAPHER: Okay. Stand by,
2 sir. Do you want to go off the video record?

3 MR. BLACKBURN: Yeah, I do.

4 THE VIDEOGRAPHER: Going off the
5 record. Stand by. The time is 12:48. The tape
6 is stopped.

7 (Discussion off the record).

8 THE VIDEOGRAPHER: Back on the
9 record, the time is 1:01.

10 BY MR. BLACKBURN:

11 Q. Just two or three things briefly,
12 Mr. Saltsman, and I'll finish up.

13 A. Yes, sir.

14 Q. The -- I'm trying to imagine who would
15 have had access -- set aside for a moment who
16 literally put the documents in an envelope and
17 brought them to you.

18 But who would have had access to
19 those, aside from Mr. Devaney?

20 A. I don't know.

21 Q. The party, if -- if there were an
22 attorney involved in those, in the final
23 agreement, as -- as we know there was, then
24 presumably he would have had it. I can't
25 imagine that Scott Carey did some skulduggery

1 and left them on the porch.

2 Do you know of anyone else other
3 than Scott Carey or Chris Devaney who might have
4 had an opportunity to obtain access to those
5 documents and -- and take them from the party
6 headquarters?

7 A. I don't know.

8 Q. And these documents, we know from
9 contacts we received, were delivered to various
10 news outlets. Did you see that that was done?

11 A. I had made sure that Andy Sher from the
12 Chattanooga Times had copies of the review, the
13 agreements, the FEC reports.

14 Q. Did you provide Mr. Sher with any
15 documents other than those we've discussed
16 today?

17 A. It had some -- I think on there it had
18 some notes kind of explaining what they were,
19 like a cover page kind of deal.

20 Q. Was that typed, e-mailed, typed?

21 A. It was typed.

22 Q. Typed. Do you -- did you do that on your
23 computer?

24 A. I would assume so, yeah.

25 Q. Do you claim any confidentiality of that

1 communication?

2 A. Do I claim any confidentiality?

3 Q. If I go to Andy Sher, is he going to
4 regard you -- based upon what you've told him,
5 would you expect him to regard you as a
6 confidential source?

7 A. Yes.

8 Q. But you've just told me you did it, so
9 you're not confidential anymore.

10 A. I don't know what that means.

11 Q. There's no -- he's not letting your name
12 out of the bag.

13 MR. NEY: There's two sides to it.
14 Andy is going to have a different perspective
15 than you have.

16 THE WITNESS: Yeah, yeah.

17 BY MR. BLACKBURN:

18 Q. Yes.

19 A. Okay. I assume that's a press thing;
20 right? They keep their sources confidential.

21 Q. They do if they accept the information
22 under that condition.

23 A. Okay.

24 Q. Did you make a condition of providing him
25 this information that you -- that you as the

1 source of it be kept confidential?

2 A. I gave him on the condition of
3 background.

4 Q. Background, the --

5 A. That he couldn't cite me as a source.

6 Q. Where would we go to find your notes,
7 copies of your notes? Those communications that
8 you made to Andy, is what I'm talking about,
9 Andy Sher.

10 A. Most of it were -- was in person.

11 Q. Well, you said that you wrote
12 explanations.

13 A. Yeah, it was a one-pager.

14 Q. All right. Where would we find it?

15 A. I don't know.

16 Q. Is it on a hard drive somewhere?

17 A. Probably not, but I'm sure I could --

18 MR. NEY: Make a request for it
19 after this.

20 THE WITNESS: Yeah.

21 MR. NEY: And I think we can find it
22 for you.

23 THE WITNESS: Yeah.

24 MR. BLACKBURN: Okay.

25 MR. NEY: And respond as a -- as a

1 supplement. Or, actually, you haven't made any
2 document requests yet, so --

3 MR. BLACKBURN: I --

4 MR. NEY: We'll do cleanup after
5 this.

6 MR. BLACKBURN: I usually do it the
7 other way, but this peculiar --

8 MR. NEY: Yeah.

9 MR. BLACKBURN: -- thing seemed to
10 lend itself to this.

11 MR. NEY: Just make the request,
12 Gary.

13 MR. BLACKBURN: Okay. We'll do
14 that.

15 BY MR. BLACKBURN:

16 Q. All right. Now, we know that this was
17 also -- the materials were also provided to Tom
18 Humphrey. You know Tom?

19 A. I do know Tom.

20 Q. Was that also from you or from someone on
21 your behalf?

22 A. It wasn't from me.

23 Q. He communicated with Mr. Winslow and said
24 that he had documents, and it is not quite clear
25 precisely which documents he had.

1 You don't know how he got these
2 things?

3 A. No, sir.

4 Q. What about other media outlets, news
5 stations, television, radio, local publications,
6 weeklies, whatever?

7 A. I only gave these documents to Andy Sher.

8 MR. NEY: Let me give --

9 BY MR. BLACKBURN:

10 Q. Were they working under that
11 cooperation -- cooperative agreement by that --
12 in those days, you know, where --

13 MR. NEY: Those guys?

14 BY MR. BLACKBURN:

15 Q. Yeah. Where you have Humphrey and Sher
16 and others, you know, in the Metropolitan area
17 share stories? They used to be competitors.

18 A. I can -- I can state on the record that I
19 have no clue how the press really operates. I
20 do not understand.

21 Q. In a very abbreviated form.

22 Okay. Do you know Kaleb Smith?

23 A. Kaleb Smith, campaign manager for Robin,
24 I think, at the very beginning.

25 Q. We are very reliably informed that you

1 contacted an entity in D.C. to request that he
2 not be employed.

3 A. That is absolutely incorrect.

4 Q. Do you know where he worked at the time,
5 that is, at the time after the election?

6 A. No. What -- I can tell you exactly what
7 happened. He got a job as a press person for a
8 committee on the Hill. I called the staff
9 director on the Hill and said specifically, "I
10 don't want you to do anything about this. He
11 is -- he still tweets negative things about
12 Chuck Fleischmann.

13 "Now that he's a member of the House
14 of Representatives, it would be nice if he no
15 longer tweets. We're not asking you to fire
16 him. We're not asking you to do anything else.
17 Just be aware that he was a manager in a primary
18 against us, and we just want to make sure he
19 doesn't say anything bad about a sitting member
20 of the House of Representatives."

21 The staff director said, "It will be
22 done."

23 Q. Who was that person you spoke with?

24 A. I can't remember the name, but I'm sure I
25 can get it to you.

1 MR. BLACKBURN: What was the
2 committee?

3 Mr. WINSLOW: Financial services.

4 BY MR. BLACKBURN:

5 Q. Financial services?

6 A. Yes, sir. And -- and I assume he's still
7 working there today.

8 MR. BLACKBURN: That's all my
9 questions. Thank you.

10 THE WITNESS: Can I go back to one
11 thing on the day -- we were kind of confused on
12 the times, you and I, on the DesJarlais stuff.
13 Can you repeat those questions so I can make
14 sure I got the right --

15 MR. NEY: You can ask her to read
16 them back --

17 THE WITNESS: Oh, I'm sorry.

18 MR. NEY: -- to make sure he gave
19 you --

20 MR. BLACKBURN: I would if I could;
21 I'm not sure I can.

22 THE WITNESS: I understand. So can
23 we ask her? The DesJarlais line, I want to make
24 sure. Because, obviously, I talk to
25 DesJarlais's people now, but I didn't during the

1 campaign. I mean, I talk to them almost
2 probably weekly.

3 BY MR. BLACKBURN:

4 Q. Mr. Winslow interviewed with and was
5 strongly led to believe that he had -- he was
6 going to be given employment with Congressman
7 DesJarlais.

8 A. Okay.

9 Q. Some -- some -- and I don't remember the
10 specifics, but -- but a position, and then was
11 later told that that was not going to happen,
12 and is reliably informed that the decision for
13 some reason was changed; that it had been made
14 positive to him and was later changed.

15 A. Okay.

16 Q. So it would have been after the election.

17 A. After the primary election, before the
18 general election, or after the general election?

19 Q. No, after --

20 A. Okay.

21 Q. -- the general election.

22 A. Sure, that makes sense, because he was
23 elected. He would have a job then.

24 So between the general election and
25 swearing in, that's the timeframe we're talking

1 about?

2 Q. Yes.

3 A. I had no conversations with DesJarlais or
4 anybody on his staff about Mark Winslow during
5 that time.

6 Q. All right. Did you at any other time?

7 A. Since then I've heard that Congressman
8 DesJarlais has said that not hiring Mark Winslow
9 had absolutely nothing to do with me.

10 Q. Where did you hear that?

11 A. From Chuck Fleischmann.

12 Q. And where did Mr. Fleischmann claim to
13 have heard it?

14 A. I think he heard it directly from
15 Congressman DesJarlais.

16 Q. All right. Have you -- speaking of -- of
17 that, have you talked to the congressman, that
18 is Fleischmann, about his decision not to be
19 deposed? Not to be --

20 A. I think --

21 Q. -- deposed in the time schedule, I should
22 say.

23 A. You mean for tomorrow?

24 MR. NEY: Friday.

25 MR. THROCKMORTON: Friday.

1 THE WITNESS: Or Friday. He
2 mentioned to me that you all had sued him on
3 Monday or Tuesday, and that he was going to have
4 to ask his -- his counsel, an insurance company,
5 whether he should still do the deposition.

6 And then he told me earlier that --
7 that -- I think it was last night, that they
8 decided not to do it.

9 So it was more he told me. We
10 didn't talk about it. I was like, "Okay."

11 Q. Has he asked you to share with him
12 anything from this deposition?

13 A. We're just -- we're still doing this. I
14 mean, I haven't had -- I haven't talked to him
15 today.

16 Q. No. I mean, has he asked you, knowing
17 that you -- he knew you were going to be here
18 today.

19 A. Oh, yes, sir, absolutely.

20 Q. Has he asked you to debrief him on what
21 was asked?

22 A. No, sir.

23 Q. Do you intend to?

24 A. I probably can ask -- I'll probably after
25 this ask Paul to -- what can I talk about and

1 what can I not talk about, because I don't know
2 the answer.

3 Q. Okay. But he was telling you that
4 counsel employed through his insurance carrier
5 had told him to decline to come Friday?

6 A. Yes, sir.

7 MR. BLACKBURN: Okay. All right.
8 That's, again, all I have.

9 THE WITNESS: All right.

10 MR. BLACKBURN: Anything else you
11 need to add before we stop?

12 THE WITNESS: No, sir.

13 MR. BLACKBURN: Okay.

14 THE VIDEOGRAPHER: Everyone stand
15 by, please. This concludes the deposition. The
16 number of tapes used was two. Going off the
17 record, the time is 1:11. The tape is stopped.

18 FURTHER DEPONENT SAITH NOT.

19 (Proceedings concluded at 1:11 p.m.)

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1 REPORTER'S CERTIFICATE

2 I certify that the witness in the
3 foregoing deposition, JOHN B. SALTSMAN, JR., was
4 by me duly sworn to testify in the within
5 entitled cause; that the said deposition was
6 taken at the time and place therein named; that
7 the testimony of said witness was reported by
8 me, a Shorthand Reporter and Notary Public of
9 the State of Tennessee authorized to administer
10 oaths and affirmations, and said testimony,
11 pages 5 through 206 was thereafter transcribed
12 into typewriting.

13 I further certify that I am not of
14 counsel or attorney for either or any of the
15 parties to said deposition, nor in any way
16 interested in the outcome of the cause named in
17 said deposition.

18 IN WITNESS WHEREOF, I have hereunto
19 set my hand this 25th day of August, 2011.

20

21

22

23

24

25

Sandra Andrys, RMR, LCR No. 583
My commission expires: 9-9-14

