



ELECTRONICALLY FILED
3/11/2016 6:28 PM
01-CV-2015-900190.00
CIRCUIT COURT OF
JEFFERSON COUNTY, ALABAMA
ANNE-MARIE ADAMS, CLERK

EXHIBIT 7 TO THE AFFIDAVIT OF VERONICA ROOT:

COMPLAINT



AlaFile E-Notice

01-CV-2015-900190.00

To: ROBERT ENTREKIN LUSK JR.
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NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

BURT W NEWSOME ET AL V. CLARK ANDREW COOPER ET AL
01-CV-2015-900190.00

The following complaint was FILED on 1/14/2015 4:54:52 PM

Notice Date: 1/14/2015 4:54:52 PM

ANNE-MARIE ADAMS
CIRCUIT COURT CLERK
JEFFERSON COUNTY, ALABAMA
JEFFERSON COUNTY, ALABAMA
716 N. RICHARD ARRINGTON BLVD.
BIRMINGHAM, AL 35203

205-325-5355
anne-marie.adams@alacourt.gov

State of Alabama
Unified Judicial System

Form ARCiv-93 Rev.5/99

**COVER SHEET
CIRCUIT COURT - CIVIL CASE**

(Not For Domestic Relations Cases)

Case Number:
01-CV-201

Date of Filing:
01/14/2015



ELECTRONICALLY FILED
1/14/2015 4:54 PM
01-CV-2015-900190.00
CIRCUIT COURT OF
JEFFERSON COUNTY, ALABAMA
ANNE-MARIE ADAMS, CLERK

GENERAL INFORMATION

**IN THE CIRCUIT OF JEFFERSON COUNTY, ALABAMA
BURT W NEWSOME ET AL v. CLARK ANDREW COOPER ET AL**

First Plaintiff: ☐ Business ☒ Individual
☐ Government ☐ Other

First Defendant: ☐ Business ☒ Individual
☐ Government ☐ Other

NATURE OF SUIT:

TORTS: PERSONAL INJURY

- ☐ WDEA - Wrongful Death
☐ TONG - Negligence: General
☐ TOMV - Negligence: Motor Vehicle
☐ TOWA - Wantonnes
☐ TOPL - Product Liability/AEMLD
☐ TOMM - Malpractice-Medical
☐ TOLM - Malpractice-Legal
☐ TOOM - Malpractice-Other
☐ TBFM - Fraud/Bad Faith/Misrepresentation
☒ TOXX - Other: _____

TORTS: PERSONAL INJURY

- ☐ TOPE - Personal Property
☐ TORE - Real Property

OTHER CIVIL FILINGS

- ☐ ABAN - Abandoned Automobile
☐ ACCT - Account & Nonmortgage
☐ APAA - Administrative Agency Appeal
☐ ADPA - Administrative Procedure Act
☐ ANPS - Adults in Need of Protective Services

OTHER CIVIL FILINGS (cont'd)

- ☐ MSXX - Birth/Death Certificate Modification/Bond Forfeiture
Appeal/Enforcement of Agency Subpoena/Petition to
Preserve
☐ CVRT - Civil Rights
☐ COND - Condemnation/Eminent Domain/Right-of-Way
☐ CTMP-Contempt of Court
☐ CONT-Contract/Ejectment/Writ of Seizure
☐ TOCN - Conversion
☐ EQND- Equity Non-Damages Actions/Declaratory
Judgment/Injunction Election Contest/Quiet Title/Sale For
Division
☐ CVUD-Eviction Appeal/Unlawful Detainer
☐ FORJ-Foreign Judgment
☐ FORF-Fruits of Crime Forfeiture
☐ MSHC-Habeas Corpus/Extraordinary Writ/Mandamus/Prohibition
☐ PFAB-Protection From Abuse
☐ FELA-Railroad/Seaman (FELA)
☐ RPRO-Real Property
☐ WTEG-Will/Trust/Estate/Guardianship/Conservatorship
☐ COMP-Workers' Compensation
☐ CVXX-Miscellaneous Circuit Civil Case

ORIGIN: F ☒ INITIAL FILING

A ☐ APPEAL FROM
DISTRICT COURT

O ☐ OTHER

R ☐ REMANDED

T ☐ TRANSFERRED FROM
OTHER CIRCUIT COURT

HAS JURY TRIAL BEEN DEMANDED? ☒ Yes ☐ No

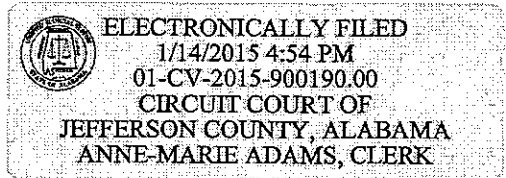
RELIEF REQUESTED: ☒ MONETARY AWARD REQUESTED ☐ NO MONETARY AWARD REQUESTED

ATTORNEY CODE: LUS005

1/14/2015 4:54:01 PM

/s/ ROBERT ENTREKIN LUSK JR.

MEDIATION REQUESTED: ☐ Yes ☐ No ☒ Undecided



IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

BURT W. NEWSOME; and)
 NEWSOME LAW, LLC,)
 Plaintiffs,)

v.)

CASE NO.: CV-2014-_____

CLARK ANDREW COOPER;)
 BALCH & BINGHAM, LLP;)
 JOHN W. BULLOCK, JR.;)
 CLAIBORNE PORTER SEIER;)
 Fictitious Defendants 1-4 being the true)
 and correct names of the named Defendants;)
 Fictitious Defendants 5-15 being those)
 individuals and/or entities who conspired)
 with any of the named Defendants in the)
 commission of the wrongs alleged herein)
 and whose true and correct identities are)
 currently unknown but will be substituted)
 upon discovery; Fictitious Defendants)
 16-26 being those individuals and/or)
 entities who participated in or otherwise)
 committed any of the wrongs alleged)
 herein and whose true and correct)
 identities are currently unknown but will)
 be substituted upon discovery;)
 Defendants.)

COMPLAINT

The Plaintiff's, Burt W. Newsome and Newsome Law, LLC, as their complaint allege as follows:

PARTIES

1. The Plaintiff, Burt W. Newsome, (hereinafter "Newsome"), is an Alabama citizen, resident of Shelby County, Alabama, over the age of 19 years, and is engaged in the private practice of law in the State of Alabama.

2. The Plaintiff, Newsome Law, LLC, (hereinafter "Newsome Law"), is an Alabama limited liability company with its principal place of business in Shelby County, Alabama.

3. The Defendant, Clark Andrew Cooper, (hereinafter "Clark Cooper") upon information and belief, is an Alabama citizen, a resident of Jefferson County, Alabama, over the age of nineteen years, and engaged in the private practice of law as a partner in Balch & Bingham, LLP.

4. The Defendant, Balch & Bingham, LLC, (hereinafter "Balch") is an Alabama Registered Limited Liability Partnership, with its principal place of business in Jefferson County, Alabama.

5. The Defendant, John W. Bullock, Jr., (hereinafter "Bullock"), upon information and belief, is an Alabama citizen, a resident of St. Clair County, Alabama, and over the age of nineteen years.

6. The Defendant, Claiborne Porter Seier, (hereinafter "Claiborne Seier"), upon information and belief, is an Alabama citizen, a resident of Jefferson County, Alabama, and over the age of nineteen years.

7. Fictitious Defendants 1-4 are the true and correct names of the above-named Defendants and whose true and correct names are otherwise unknown and will be substituted upon discovery.

8. Fictitious Defendants 5-15 are those individuals and/or entities who conspired with any of the named Defendants in the commission of the wrongs alleged herein and whose true and correct identities are currently unknown but will be substituted upon discovery.

9. Fictitious Defendants 16-26 are those individuals and/or entities who participated in or otherwise committed any of the wrongs alleged herein and whose true and correct identities are currently unknown but will be substituted upon discovery.

FACTS

10. Beginning on or about June 9, 2010, in Aliant Bank v. Sharyn K. Lawson, 01-CV-2010-902033, Circuit Court of Jefferson County, Newsome represented Aliant Bank against Sharyn K. Lawson for breach of contract involving a note evidencing indebtedness to Aliant Bank.

11. On or about October 5, 2010, Newsome obtained a judgment in favor of Aliant Bank against Sharyn K. Lawson in the amount of \$189,930.08 more or less.

12. In and around December 2011 and January 2012, Newsome was attempting to depose Sharyn K. Lawson in an effort to discover post-judgment assets.

13. Upon information and belief, Sharyn K. Lawson was the wife of Alfred Wallace Seier (hereinafter "Alfred Seier").

14. On or about January 30, 2012, Alfred Seier went to the offices of Newsome Law in Shelby County, Alabama.

15. Alfred Seier waited in his vehicle outside the offices of Newsome Law for Newsome to exit the building.

16. When Newsome exited the building and approached his vehicle, Alfred Seier, whose vehicle was parked adjacent to Newsome's vehicle, exited his vehicle, walked towards Newsome, blocking Newsome from his vehicle, pointed a gun at Newsome and told him he would never "fuck" with his wife again.

17. Newsome was unarmed.

18. Newsome was in fear for his life and ran away to the back of the building.

19. Newsome entered the offices of Newsome Law through the back door, called law enforcement and stayed until they arrived.

20. On or about February 2, 2012, Newsome filed a criminal complaint against Alfred Seier for the offense of menacing, a violation of Ala. Code §13A-6-23 (1975, as amended).

21. Upon information and belief, Claiborne Seier was the brother of Alfred Seier.

22. Upon information and belief, Claiborne Seier is a lawyer engaged in the private practice of law in Jefferson County, Alabama.

23. After Alfred Seier was arrested on the criminal charges filed by Newsome, Claiborne Seier contacted Newsome and requested Newsome to drop the criminal charges.

24. During at least one conversation with Claiborne Seier, Newsome told Claiborne Seier that he [Newsome] carried a handgun, but was not carrying his handgun that day or Alfred Seier could have been shot.

25. Claiborne Seier told Newsome that Alfred Seier had a terminal illness and was not expected to live in an attempt to convince Newsome to drop the criminal charges.

26. Claiborne Seier called Newsome on at least two more occasions trying to pressure Newsome into dropping the charges.

27. Newsome refused to drop the criminal charges against Alfred Seier.

28. On or about May 8, 2012, in State of Alabama v. Alfred Wallace Seier, 58-DC-2012-000431, in the District Court of Shelby County, Alabama, Alfred Seier was convicted of menacing, a violation of Ala. Code §13A-6-23 (1975, as amended).

29. Alfred Seier was sentenced to a 30-day suspended sentence, placed on two years' probation, ordered to stay away from Newsome, Newsome's residence, and Newsome's place of business, and ordered to pay a fine of \$50.00, plus court costs and other court ordered monies.

30. Upon information and belief, on or about November 18, 2012, Alfred Seier passed away.

31. On or about December 19, 2012, Newsome was scheduled to appear in court for on a personal legal matter for a client.

32. Upon information and belief, Clark Cooper was aware of Newsome's scheduled court appearance on December 19, 2012.

33. Upon information and belief, Clark Cooper had discussed the personal legal matter and scheduled court appearance with Newsome's client.

34. On December 19, 2012, prior to Newsome's scheduled court appearance, Bullock parked outside the offices of Newsome Law in Shelby County, Alabama.

35. Upon information and belief, Bullock waited in his vehicle outside the offices of Newsome Law for Newsome to exit the building.

36. When Newsome exited the building and approached his vehicle, Bullock, whose vehicle was parked adjacent to Newsome's vehicle, exited his vehicle, blocking Newsome from his vehicle.

37. Bullock's conduct was substantially identical to the conduct of Alfred Seier during the incident that occurred on January 30, 2012.

38. Because of the previous incident involving Alfred Seier, Newsome was armed with his handgun.

39. Because of the substantial similarities with the Alfred Seier incident, Newsome produced his handgun and directed Bullock to move out of his way and to get back in his vehicle.

40. Bullock complied.

41. Newsome got into his vehicle without further incident and left for court.

42. Upon information and belief this incident was staged and contrived to set-up Newsome for possible criminal charges under circumstances substantially similar to those that resulted in Newsome's criminal charges against Alfred Seier.

43. On or about January 14, 2013, almost a month after the incident, Bullock filed a criminal complaint against Newsome for the offense of menacing, a violation of Ala. Code §13A-6-23 (1975, as amended).

44. On or about May 2, 2013, Newsome was stopped for a minor traffic violation.

45. During the stop, Newsome was arrested on the menacing warrant resulting from Bullock's criminal complaint.

46. During the foregoing events and particularly at the time of his arrest, Newsome had a lawyer-client relationship, professional business relationship, and a contractual relationship with Iberiabank Corp.

47. During the foregoing events and particularly at the time of his arrest, Newsome had a lawyer-client relationship, professional business relationship, and a contractual relationship with Renasant Bank.

48. During the foregoing events and particularly at the time of his arrest, Newsome had a lawyer-client relationship, professional business relationship, and a contractual relationship with Bryant Bank.

49. Upon information and belief, Clark Cooper was aware of Newsome's ongoing lawyer-client relationship, professional business relationship, representation of and contractual relationship with Iberiabank Corp, Renasant Bank, and Bryant Bank.

50. Upon information and belief, shortly after Newsome's arrest, Clark Cooper sent emails and/or other communications to officers and bank officials with Iberiabank Corp,

Renasant Bank, and Bryant Bank containing a copy of Newsome's mug shot, asking if they had seen Newsome's mug shot, and questioning the effect of Newsome's arrest on his license to practice law and intentionally casting Newsome and Newsome Law in a bad light.

51. Newsome was not convicted on the criminal charges, which were dismissed with prejudice on or about April 1, 2014.

52. Upon information and belief, shortly after Newsome's arrest, Clark Cooper improperly sent other emails and/or communications to officers and bank officials referencing specific cases in which Newsome was appearing as counsel for the bank and requesting work from Newsome's client knowing that the client was represented by Newsome in the matter.

COUNT I

MALICIOUS PROSECUTION

53. Plaintiffs re-allege the material allegations of paragraphs 1–52 as if fully set forth herein.

54. Defendants John Bullock and/or Claiborne Seier and/or Fictitious Defendants 1–4, and/or Fictitious Defendants 16-26, set-up and entrapped Plaintiff, Newsome, into engaging in the conduct occurring on or about December 19, 2012.

55. Defendants John Bullock and/or Claiborne Seier and/or Fictitious Defendants 1–4, and/or Fictitious Defendants 16-26 instituted a prior judicial proceeding without probable cause and with malice, said judicial proceeding ended in favor of Plaintiff, Newsome, and as a proximate consequence of the Defendants' conduct Plaintiffs have suffered damages to their character, good name, reputation, good will, loss of business, loss of business income, emotional distress and mental anguish, and have otherwise been injured and damaged.

Wherefore, Plaintiffs demand judgment separately and severally against Defendants John Bullock and/or Claiborne Seier and/or Fictitious Defendants 1–4, and/or Fictitious Defendants 16-26 for compensatory and punitive damages in excess of the minimum jurisdictional limits of this Court and costs.

COUNT II
ABUSE OF PROCESS

56. Plaintiffs re-allege the material allegations of paragraphs 1-55 as if fully set forth herein.

57. Defendants John Bullock and/or Claiborne Seier and/or Fictitious Defendants 1–4, and/or Fictitious Defendants 16-26 wrongfully used the judicial process and in so doing acted with malice and were motivated by an ulterior improper purpose or proper purpose accomplished through improper and/or wrongful conduct, and as a proximate consequence of the Defendants' conduct Plaintiffs have suffered damages to their character, good name, reputation, good will, loss of business, loss of business income, emotional distress and mental anguish, and have otherwise been injured and damaged.

Wherefore, Plaintiffs demand judgment separately and severally against Defendants John Bullock and/or Claiborne Seier and/or Fictitious Defendants 1–4, and/or Fictitious Defendants 16-26 for compensatory and punitive damages in excess of the minimum jurisdictional limits of this Court and costs.

COUNT III
FALSE IMPRISONMENT

58. Plaintiffs re-allege the material allegations of paragraphs 1-57 as if fully set forth herein.

59. Defendants John Bullock and/or Claiborne Seier and/or Fictitious Defendants 1–4, and/or Fictitious Defendants 16-26 acted in bad faith without probable cause to believe Plaintiff, Newsome, had engaged in any criminal conduct, which resulted in Plaintiff Newsome's unlawful detention wherein Plaintiff Newsome was wrongfully and unlawfully deprived of his personal liberty, and as a proximate consequence of the Defendants' conduct Plaintiffs have suffered damages to their character, good name, reputation, good will, loss of business, loss of business income, emotional distress and mental anguish, and have otherwise been injured and damaged.

Wherefore, Plaintiffs demand judgment separately and severally against Defendants John Bullock and/or Claiborne Seier and/or Fictitious Defendants 1–4, and/or Fictitious Defendants 16-26 for compensatory and punitive damages in excess of the minimum jurisdictional limits of this Court and costs.

COUNT IV
OUTRAGE/INTENTIONAL INFLECTION OF EMOTIONAL DISTRESS

60. Plaintiffs re-allege the material allegations of paragraphs 1-59 as if fully set forth herein.

61. By doing the foregoing, Defendants John Bullock and/or Claiborne Seier and/or Fictitious Defendants 1–4, and/or Fictitious Defendants 16-26 intentionally engaged in conduct that was so outrageous, so extreme in degree as to go beyond all possible bounds of decency, as to be regarded as atrocious and utterly intolerable in a civilized society, and as a proximate consequence of the Defendants' conduct Plaintiffs have suffered damages to their character, good name, reputation, good will, loss of business, loss of business income, emotional distress and mental anguish, and have otherwise been injured and damaged.

Wherefore, Plaintiffs demand judgment separately and severally against Defendants John Bullock and/or Claiborne Seier and/or Fictitious Defendants 1–4, and/or Fictitious Defendants 16-26 for compensatory and punitive damages in excess of the minimum jurisdictional limits of this Court and costs.

COUNT V
CONSPIRACY

62. Plaintiffs re-allege the material allegations of paragraphs 1-61 as if fully set forth herein.

63. Fictitious Defendants 5-15 conspired with each other and/or with Defendants John Bullock and/or Claiborne Seier and/or Fictitious Defendants 1–4, and/or Fictitious Defendants 16-26 to achieve an unlawful purpose or a lawful purpose by unlawful means to engage in malicious prosecution and/or abuse of process and/or false imprisonment and/or outrage and/or intentional infliction of emotional distress, and as a proximate consequence of the Defendants' conduct Plaintiffs have suffered damages to their character, good name, reputation, good will, loss of business, loss of business income, emotional distress and mental anguish, and have otherwise been injured and damaged.

Wherefore, Plaintiffs demand judgment separately and severally against Defendants John Bullock and/or Claiborne Seier and/or Fictitious Defendants 1–4, and/or Fictitious Defendants 16-26 for compensatory and punitive damages in excess of the minimum jurisdictional limits of this Court and costs.

COUNT VI
INTENTIONAL INTERFERENCE WITH A BUSINESS OR CONTRACTUAL
RELATIONSHIP

64. Plaintiffs re-allege the material allegations of paragraphs 1-52 as if fully set forth herein.

65. Plaintiffs had a valid and existing business and contractual relationship with Iberiabank Corp.

66. Defendant Clark Cooper and/or Fictitious Defendants 1–4, and/or Fictitious Defendants 16-26 knew of the Plaintiffs' valid and existing business and contractual relationship with Iberiabank Corp.

67. Defendant Clark Cooper and/or Fictitious Defendants 1–4, and/or Fictitious Defendants 16-26 were strangers to the business and contractual relationship between the Plaintiffs and Iberiabank Corp.

68. Defendant Clark Cooper and/or Fictitious Defendants 1–4, and/or Fictitious Defendants 16-26 separately and/or severally and/or collectively, intentionally and wrongfully interfered with the said business and contractual relations.

69. As approximate result of the Defendants' conduct Plaintiffs have suffered damages to their character, good name, reputation, good will, loss of business, loss of business income, loss of future business, loss of business opportunity, emotional distress and mental anguish, and have otherwise been injured and damaged.

Wherefore, Plaintiffs demand judgment separately and severally against Defendants Clark Cooper and/or Fictitious Defendants 1–4, and/or Fictitious Defendants 16-26 for compensatory and punitive damages in excess of the minimum jurisdictional limits of this Court and costs.

COUNT VII
INTENTIONAL INTERFERENCE WITH A BUSINESS OR CONTRACTUAL
RELATIONSHIP

70. Plaintiffs re-allege the material allegations of paragraphs 1-52 as if fully set forth herein.

71. Plaintiffs had a valid and existing business and contractual relationship with Renasant Bank.

72. Defendant Clark Cooper and/or Fictitious Defendants 1–4, and/or Fictitious Defendants 16-26 knew of the Plaintiffs' valid and existing business and contractual relationship with Renasant Bank.

73. Defendant Clark Cooper and/or Fictitious Defendants 1–4, and/or Fictitious Defendants 16-26 were strangers to the business and contractual relationship between the Plaintiffs and Renasant Bank.

74. Defendant Clark Cooper and/or Fictitious Defendants 1–4, and/or Fictitious Defendants 16-26 separately and/or collectively intentionally and wrongfully interfered with the said business and contractual relations.

75. As approximate result of the Defendants' conduct Plaintiffs have suffered damages to their character, good name, reputation, good will, loss of business, loss of business income, loss of future business, loss of business opportunity, emotional distress and mental anguish, and have otherwise been injured and damaged.

Wherefore, Plaintiffs demand judgment separately and severally against Defendants Clark Cooper and/or Fictitious Defendants 1–4, and/or Fictitious Defendants 16-26 for compensatory and punitive damages in excess of the minimum jurisdictional limits of this Court and costs.

COUNT VIII
INTENTIONAL INTERFERENCE WITH A BUSINESS OR CONTRACTUAL
RELATIONSHIP

76. Plaintiffs re-allege the material allegations of paragraphs 1-52 as if fully set forth herein.

77. Plaintiffs had a valid and existing business and contractual relationship with Bryant Bank.

78. Defendant Clark Cooper and/or Fictitious Defendants 1–4, and/or Fictitious Defendants 16-26 knew of the Plaintiffs' valid and existing business and contractual relationship with Bryant Bank.

79. Defendant Clark Cooper and/or Fictitious Defendants 1–4, and/or Fictitious Defendants 16-26 were strangers to the business and contractual relationship between the Plaintiffs and Bryant Bank.

80. Defendant Clark Cooper and/or Fictitious Defendants 1–4, and/or Fictitious Defendants 16-26 separately and/or collectively intentionally and wrongfully interfered with the said business and contractual relations.

81. As approximate result of the Defendants' conduct Plaintiffs have suffered damages to their character, good name, reputation, good will, loss of business, loss of business income, loss of future business, loss of business opportunity, emotional distress and mental anguish, and have otherwise been injured and damaged.

Wherefore, Plaintiffs demand judgment separately and severally against Defendants Clark Cooper and/or Fictitious Defendants 1–4, and/or Fictitious Defendants 16-26 for compensatory and punitive damages in excess of the minimum jurisdictional limits of this Court and costs.

COUNT IX
DEFAMATION

82. Plaintiffs re-allege the material allegations of paragraphs 1-52 as if fully set forth herein.

83. By engaging in the above conduct, Defendant Clark Cooper and/or Fictitious Defendants 1–4, and/or Fictitious Defendants 16-26 separately or severally made a false and defamatory statement concerning the Plaintiff.

84. Defendant Clark Cooper and/or Fictitious Defendants 1–4, and/or Fictitious Defendants 16-26 separately and/or severally made an unprivileged communication of that false and defamatory statement to a third party.

85. Defendant Clark Cooper and/or Fictitious Defendants 1–4, and/or Fictitious Defendants 16-26 separately and/or severally made the false and defamatory statements knowing they were false and defamatory at the time they were made or made them negligently without regard to their truth or falsity in an improper attempt to cast the Plaintiff in a bad light.

86. As approximate result of the Defendants' conduct Plaintiffs have suffered damages to their character, good name, reputation, good will, loss of business, loss of business income, loss of future business, loss of business opportunity, emotional distress and mental anguish, and have otherwise been injured and damaged.

Wherefore, Plaintiffs demand judgment separately and severally against Defendants Clark Cooper and/or Fictitious Defendants 1–4, and/or Fictitious Defendants 16-26 for compensatory and punitive damages in excess of the minimum jurisdictional limits of this Court and costs.

COUNT X
CONSPIRACY

87. Plaintiffs re-allege the material allegations of paragraphs 1-52, 65-69, 71-75, 77-81, and 83-86 as if fully set forth herein.

88. Fictitious Defendants 5-15 conspired with each other and/or with Defendant Clark Cooper and/or Fictitious Defendants 1–4, and/or Fictitious Defendants 16-26 to intentionally

interfere with a business or contractual relation and/or engage in defamation and as a proximate consequence of the Defendants' conduct Plaintiffs have suffered damages to their character, good name, reputation, good will, loss of business, loss of business income, loss of future business, loss of business opportunity, emotional distress and mental anguish, and have otherwise been injured and damaged.

Wherefore, Plaintiffs demand judgment separately and severally against Defendants Clark Cooper and/or Fictitious Defendants 1-4 and/or Fictitious Defendants 5-15 and/or Fictitious Defendants 16-26 for compensatory and punitive damages in excess of the minimum jurisdictional limits of this Court and costs.

COUNT XI
VICARIOUS LIABILITY/RESPONDEAT SUPERIOR

89. Plaintiffs re-allege the material allegations of paragraphs 1-52, 65-69, 71-75, 77-81, and 83-86 as if fully set forth herein.

90. While engaging in the above conduct, Defendant Clark Cooper and/or Fictitious Defendants 1-4 and/or Fictitious Defendants 5-15 and/or Fictitious Defendants 16-26 separately or severally were acting in the line, course and scope of their authority and capacity as a partner and/or employee and/or agent of Defendant Balch and/or Fictitious Defendants 1-4 and, therefore, Defendant Balch and/or Fictitious Defendants 1-4 are vicariously liable for the acts committed and complained of herein.

91. As approximate result of the Defendants' conduct Plaintiffs have suffered damages to their character, good name, reputation, good will, loss of business, loss of business income, loss of future business, loss of business opportunity, emotional distress and mental anguish, and have otherwise been injured and damaged.

Wherefore, Plaintiffs demand judgment separately and severally against Defendants Clark Cooper and/or Balch and/or Fictitious Defendants 1-4 and/or Fictitious Defendants 5-15 and/or Fictitious Defendants 16-26 for compensatory and punitive damages in excess of the minimum jurisdictional limits of this Court and costs.

/s/Robert E. Lusk, Jr
 ROBERT E. LUSK, JR. (LUS005)
 Attorney for the Plaintiffs BURT W. NEWSOME
 and NEWSOME LAW, LLC.

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PLAINTIFFS DEMAND A JURY ON ALL ISSUES SO TRIABLE.

To Clerk of the Court:

Plaintiffs request service of the Summons and Complaint upon each Defendant by United States certified mail, restricted delivery, return receipt requested, pursuant to A.R.Civ.P., Rule 4.1(c).

/s/Robert E. Lusk, Jr
 ROBERT E. LUSK, JR. (LUS005)
 Attorney for the Plaintiffs BURT W. NEWSOME
 and NEWSOME LAW, LLC.

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EXHIBIT 8 TO THE AFFIDAVIT OF VERONICA ROOT:

FIRST AMENDED COMPLAINT

Alabama Rules**LAWYER ETHICS & DISCIPLINE RULES / OTHER
STATE BAR RULES RULES****RULES OF PROFESSIONAL CONDUCT****MAINTAINING THE INTEGRITY OF THE
PROFESSION***As amended through October 13, 2015***Rule 8.4. MISCONDUCT**

It is professional misconduct for a lawyer to:

- (a) violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another;
- (b) commit a criminal act that reflects adversely on the lawyer's honesty, trustworthiness or fitness as a lawyer in other respects;
- (c) engage in conduct involving dishonesty, fraud, deceit or misrepresentation;
- (d) engage in conduct that is prejudicial to the administration of justice;
- (e) state or imply an ability to influence improperly a government agency or official;
- (f) knowingly assist a judge or judicial officer in conduct that is a violation of applicable Canons of Judicial Ethics or other law; or
- (g) Engage in any other conduct that adversely reflects on his fitness to practice law.

**COMMENT TO RULE 8.4 AS AMENDED EFFECTIVE
OCTOBER 9, 1991**

Many kinds of illegal conduct reflect adversely on fitness to practice law, such as offenses involving fraud and the offense of willful failure to file an income tax return. However, some kinds of offense carry no such implication. Traditionally, the distinction was drawn in terms of offenses involving "moral turpitude." That concept can be construed to include offenses concerning some matters of personal morality, such as adultery and comparable offenses, that have no specific connection to fitness for the practice of law. Although a lawyer is personally answerable to the entire criminal law, a lawyer should be professionally answerable only for offenses that indicate lack of those

characteristics relevant to law practice. Offenses involving violence, dishonesty, breach of trust, or serious interference with the administration of justice are in that category. A pattern of repeated offenses, even ones of minor significance when considered separately, can indicate indifference to legal obligation.

A lawyer may refuse to comply with an obligation imposed by law upon a good faith belief that no valid obligation exists. The provisions of Rule 1.2(d) concerning a good faith challenge to the validity, scope, meaning or application of the law apply to challenges of legal regulation of the practice of law.

Lawyers holding public office assume legal responsibilities going beyond those of other citizens. A lawyer's abuse of public office can suggest an inability to fulfill the professional role of attorney. The same is true of abuse of positions of private trust such as trustee, executor, administrator, guardian, agent and officer, director, or manager of a corporation or other organization.

This rule does not repeal, abrogate or modify Rule 14 of the Rules of Disciplinary Enforcement, which provide for mandatory disbarment or suspension under specified circumstances. (Amended effective October 9, 1991.)

**COMPARISON WITH FORMER ALABAMA CODE OF
PROFESSIONAL RESPONSIBILITY**

With regard to paragraphs (a) through (d), DR 1-102(A) provided that a lawyer shall not:

- "(1) Violate a Disciplinary Rule.
- "(2) Circumvent a Disciplinary Rule through actions of another.
- "(3) Engage in illegal conduct involving moral turpitude.
- "(4) Engage in conduct involving dishonesty, fraud, deceit, or misrepresentation.
- "(5) Engage in conduct that is prejudicial to the administration of justice.
- "(6) Engage in any other conduct that adversely reflects on his fitness to practice law."

Former DR 7-102(A)(B) provided that "[i]n his representation of a client, a lawyer shall not . . . (8) Knowingly engage in other illegal conduct . . ."

Paragraph (e) is substantially similar to DR 9-101 (C).

There is no direct counterpart to paragraph (f) in the former Alabama Code of Professional Responsibility. EC 7-34 stated in part that "[a] lawyer . . . is never justified in making a gift or a loan to a [judicial officer] except legitimate political campaign contributions under appropriate circumstances." EC 9-1 stated that a lawyer "should promote public confidence in our [lb]legal] system and in the legal profession."

Paragraph (g) was not included within the ABA Model Rules, but was carried from the former Alabama Code of Professional Responsibility DR 1-102(A)(6).

EXHIBIT 9 TO THE AFFIDAVIT OF VERONICA ROOT:

**ANSWER, DEFENSES AND COUNTERCLAIM OF CLARK ANDREW COOPER AND
BALCH & BINGHAM LLP IN RESPONSE TO PLAINTIFF'S COMPLAINT AND
EXHIBITS A AND B**



AlaFile E-Notice

01-CV-2015-900190.00

To: LUSK ROBERT ENTREKIN JR.
rlusk@lusklawfirmllc.com

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

BURT W NEWSOME ET AL V. CLARK ANDREW COOPER ET AL
01-CV-2015-900190.00

The following answer was FILED on 2/20/2015 2:16:03 PM

Notice Date: 2/20/2015 2:16:03 PM

ANNE-MARIE ADAMS
CIRCUIT COURT CLERK
JEFFERSON COUNTY, ALABAMA
JEFFERSON COUNTY, ALABAMA
716 N. RICHARD ARRINGTON BLVD.
BIRMINGHAM, AL 35203

205-325-5355
anne-marie.adams@alacourt.gov

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

ELECTRONICALLY FILED
2/20/2015 2:16 PM
01-CV-2015-900190.00
CIRCUIT COURT OF
JEFFERSON COUNTY, ALABAMA
ANNE-MARIE ADAMS, CLERK

BURT W. NEWSOME; and NEWSOME
LAW, LLC

Plaintiffs,

CLARK ANDREW COOPER; BALCH &
BINGHAM, LLP; JOHN W. BULLOCK,
JR.; CLAIBORNE PORTER SEIER;
Fictitious Defendants 1-4 being the true and
correct names of the named Defendants;
Fictitious Defendants 5-15 being those
individuals and/or entities who conspired with
any of the named Defendants in the commission
of the wrongs alleged herein and whose true and
correct identities are currently unknown but will
be substituted upon discovery; Fictitious
Defendants 16- 26 being those individuals
and/or entities who participated in or otherwise
committed any of the wrongs alleged herein and
whose true and correct identities are currently
unknown but will be substituted upon
discovery)

Defendants.

CASE NO.: 01-CV-2015-900190.00

**ANSWER, DEFENSES AND COUNTERCLAIM OF CLARK ANDREW
COOPER AND BALCH & BINGHAM LLP IN RESPONSE TO PLAINTIFF'S
COMPLAINT**

Defendants, Clark Andrew Cooper ("Cooper") and Balch & Bingham LLP ("Balch"),
(collectively "Defendants"), answer Plaintiffs Burt W. Newsome's and Newsome Law's, LLC
(collectively "Newsome") Complaint as follows:

PARTIES

1. Defendants admit the allegations asserted in paragraph 1 of Plaintiffs' Complaint.

2. Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations asserted in paragraph 2 of the Plaintiffs' Complaint and, therefore, deny those allegations.

3. Defendants admit the allegations asserted in paragraph 3 of Plaintiffs' Complaint.

4. Defendants admit the allegations asserted in paragraph 4 of Plaintiffs' Complaint with the caveat that Balch's proper name is Balch & Bingham LLP.

5. Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations asserted in paragraph 5 of the Plaintiffs' Complaint and, therefore, deny those allegations.

6. Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations asserted in paragraph 6 of the Plaintiffs' Complaint and, therefore, deny those allegations.

7. Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations asserted in paragraph 7 of the Plaintiffs' Complaint and, therefore, deny those allegations.

8. Defendants expressly deny they committed any wrongs. Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations asserted in paragraph 8 of the Plaintiffs' Complaint and, therefore, deny those allegations.

9. Defendants expressly deny they committed any wrongs. Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations asserted in paragraph 9 of the Plaintiffs' Complaint and, therefore, deny those allegations.

FACTS

10. Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations asserted in paragraph 10 of the Plaintiffs' Complaint and, therefore, deny those allegations.

11. Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations asserted in paragraph 11 of the Plaintiffs' Complaint and, therefore, deny those allegations.

12. Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations asserted in paragraph 12 of the Plaintiffs' Complaint and, therefore, deny those allegations.

13. Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations asserted in paragraph 13 of the Plaintiffs' Complaint and, therefore, deny those allegations.

14. Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations asserted in paragraph 14 of the Plaintiffs' Complaint and, therefore, deny those allegations.

15. Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations asserted in paragraph 15 of the Plaintiffs' Complaint and, therefore, deny those allegations.

16. Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations asserted in paragraph 16 of the Plaintiffs' Complaint and, therefore, deny those allegations.

17. Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations asserted in paragraph 17 of the Plaintiffs' Complaint and, therefore, deny those allegations.

18. Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations asserted in paragraph 18 of the Plaintiffs' Complaint and, therefore, deny those allegations.

19. Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations asserted in paragraph 19 of the Plaintiffs' Complaint and, therefore, deny those allegations.

20. Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations asserted in paragraph 20 of the Plaintiffs' Complaint and, therefore, deny those allegations.

21. Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations asserted in paragraph 21 of the Plaintiffs' Complaint and, therefore, deny those allegations.

22. Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations asserted in paragraph 22 of the Plaintiffs' Complaint and, therefore, deny those allegations.

23. Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations asserted in paragraph 23 of the Plaintiffs' Complaint and, therefore, deny those allegations.

24. Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations asserted in paragraph 24 of the Plaintiffs' Complaint and, therefore, deny those allegations.

25. Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations asserted in paragraph 25 of the Plaintiffs' Complaint and, therefore, deny those allegations.

26. Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations asserted in paragraph 26 of the Plaintiffs' Complaint and, therefore, deny those allegations.

27. Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations asserted in paragraph 27 of the Plaintiffs' Complaint and, therefore, deny those allegations.

28. Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations asserted in paragraph 28 of the Plaintiffs' Complaint and, therefore, deny those allegations.

29. Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations asserted in paragraph 29 of the Plaintiffs' Complaint and, therefore, deny those allegations.

30. Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations asserted in paragraph 30 of the Plaintiffs' Complaint and, therefore, deny those allegations.

31. Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations asserted in paragraph 31 of the Plaintiffs' Complaint and, therefore, deny those allegations.

32. Defendants deny the allegations asserted in paragraph 32 of the Plaintiffs' Complaint.

33. Defendants deny the allegations asserted in paragraph 33 of the Plaintiffs' Complaint.

34. Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations asserted in paragraph 34 of the Plaintiffs' Complaint and, therefore, deny those allegations.

35. Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations asserted in paragraph 35 of the Plaintiffs' Complaint and, therefore, deny those allegations.

36. Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations asserted in paragraph 36 of the Plaintiffs' Complaint and, therefore, deny those allegations.

37. Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations asserted in paragraph 37 of the Plaintiffs' Complaint and, therefore, deny those allegations.

38. Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations asserted in paragraph 38 of the Plaintiffs' Complaint and, therefore, deny those allegations.

39. Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations asserted in paragraph 39 of the Plaintiffs' Complaint and, therefore, deny those allegations.

40. Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations asserted in paragraph 40 of the Plaintiffs' Complaint and, therefore, deny those allegations.

41. Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations asserted in paragraph 41 of the Plaintiffs' Complaint and, therefore, deny those allegations.

42. Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations asserted in paragraph 42 of the Plaintiffs' Complaint and, therefore, deny those allegations.

43. Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations asserted in paragraph 43 of the Plaintiffs' Complaint and, therefore, deny those allegations.

44. Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations asserted in paragraph 44 of the Plaintiffs' Complaint and, therefore, deny those allegations.

45. Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations asserted in paragraph 45 of the Plaintiffs' Complaint and, therefore, deny those allegations.

46. Defendants admit that Newsome, along with other lawyers throughout the State of Alabama including Cooper and other lawyers at Balch, has done some legal work for Iberiabank Corp.

47. Defendants admit that Newsome, along with other lawyers throughout the State of Alabama including Cooper and other lawyers at Balch, has done some legal work for Renasant Bank.

48. Defendants admit that Newsome, along with other lawyers throughout the State of Alabama including lawyers at Balch, has done some legal work for Bryant Bank.

49. Defendants admit that Cooper was aware of the legal work Newsome has done for Iberiabank Corp., Renasant Bank, and Bryant Bank.

50. Defendants admit that on May 4, 2013 Cooper emailed a public mug shot of Newsome to his personal friend and client contact, Brian Hamilton at Iberiabank Corp. Defendants deny the remaining allegations in paragraph 50 of the Plaintiff's Complaint and state further that Iberiabank Corp. was a client of Cooper and Balch at the time of the e-mail, and remains a client.

51. Defendants deny the allegations contain in paragraph 51 of the Plaintiffs' Complaint to the extent they seek to characterize Newsome's deferred prosecution and plea agreement as an acquittal or dismissal.

52. Defendants deny the allegations asserted in paragraph 52 of the Plaintiffs' Complaint.

COUNT I

53. Defendants re-state their responses to paragraphs 1-52 of Plaintiffs' Complaint.

54. Defendants are not named in Count I, and therefore no response from Defendants is required. To the extent a response is required, however, Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations asserted in paragraph 54, and therefore deny them.

55. Defendants are not named in Count I, and therefore no response from Defendants is required. To the extent a response is required, however, Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations asserted in paragraph 55, as well as the prayer for relief, of the Plaintiffs' Complaint, and therefore deny them.

COUNT II

56. Defendants re-state their responses to paragraphs 1-55 of Plaintiffs' Complaint.

57. Defendants are not named in Count II, and therefore no response from Defendants is required. To the extent a response is required, however, Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations asserted in paragraph 57, as well as the prayer for relief, of the Plaintiffs' Complaint, and therefore deny them.

COUNT III

58. Defendants re-state their responses to paragraphs 1-57 of Plaintiffs' Complaint.

59. Defendants are not named in Count III, and therefore no response from Defendants is required. To the extent a response is required, however, Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations asserted in paragraph 59, as well as the prayer for relief, of the Plaintiffs' Complaint, and therefore deny them.

COUNT IV

60. Defendants re-state their responses to paragraphs 1-59 of Plaintiffs' Complaint.

61. Defendants are not named in Count IV, and therefore no response from Defendants is required. To the extent a response is required, however, Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations asserted in paragraph 61, as well as the prayer for relief, of the Plaintiffs' Complaint, and therefore deny them.

COUNT V

62. Defendants re-state their responses to paragraphs 1-61 of Plaintiffs' Complaint.

63. Defendants are not named in Count V, and therefore no response from Defendants is required. To the extent a response is required, however, Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations asserted in paragraph 63, as well as the prayer for relief, of the Plaintiffs' Complaint, and therefore deny them.

COUNT VI

64. Defendants re-state their responses to paragraphs 1-63 of Plaintiffs' Complaint.

65. Defendants admit that Newsome, along with other lawyers throughout the State of Alabama including Cooper and other lawyers at Balch, has done some legal work for Iberiabank Corp.

66. Cooper admits that he knew Newsome had done some legal work for Iberiabank Corp. Balch did not know of the nature of Newsome's practice, legal work, or clients.

67. Defendants deny the allegations contained in paragraph 67 of Plaintiffs' Complaint to the extent they are asserted against Defendants.

68. Defendants deny the allegations in paragraph 68 of the Plaintiffs' Complaint to the extent they are asserted against Defendants.

69. Defendants deny the allegations in paragraph 69 of the Plaintiffs' Complaint to the extent they are asserted against Defendants.

Defendants expressly deny that Plaintiffs are entitled to any relief whatsoever from them in this matter, including the relief requested in the paragraph beginning "Wherefore" following paragraph 69 of the Complaint.

COUNT VII

70. Defendants re-state their responses to paragraphs 1-69 of Plaintiffs' Complaint.

71. Defendants admit that Newsome, along with other lawyers throughout the State of Alabama including Cooper and other lawyers at Balch, has done some legal work for Renasant Bank.

72. Cooper admits that he knew Newsome had done some legal work for Renasant Bank. Balch did not know of the nature of Newsome's practice, legal work, or clients.

73. Defendants deny the allegations in paragraph 73 of the Plaintiffs' Complaint to the extent they are asserted against Defendants.

74. Defendants deny the allegations in paragraph 74 of the Plaintiffs' Complaint to the extent they are asserted against Defendants.

75. Defendants deny the allegations in paragraph 75 of the Plaintiffs' Complaint to the extent they are asserted against Defendants.

Defendants expressly deny that Plaintiffs are entitled to any relief whatsoever from them in this matter, including the relief requested in the paragraph beginning "Wherefore" following paragraph 75 of the Complaint.

COUNT VIII

76. Defendants re-state their responses to paragraphs 1-75 of Plaintiffs' Complaint.

77. Defendants admit that Newsome, along with other lawyers throughout the State of Alabama including lawyers at Balch, has done some legal work for Bryant Bank.

78. Cooper admits that he knew Newsome had done some legal work for Bryant Bank. Balch did not know of the nature of Newsome's practice, legal work, or clients.

79. Defendants deny the allegations in paragraph 79 of the Plaintiffs' Complaint to the extent they are asserted against Defendants.

80. Defendants deny the allegations in paragraph 80 of the Plaintiffs' Complaint to the extent they are asserted against Defendants.

81. Defendants deny the allegations in paragraphs 81 of the Plaintiffs' Complaint to the extent they are asserted against Defendants.

Defendants expressly deny that Plaintiffs are entitled to any relief whatsoever from them in this matter, including the relief requested in the paragraph beginning "Wherefore" following paragraph 81 of the Complaint.

COUNT IX

82. Defendants re-state their responses to paragraphs 1-81 of Plaintiffs' Complaint.

83. Defendants deny the allegations asserted in paragraph 83 of Plaintiffs' Complaint to the extent they are asserted against Defendants. Defendants did not make any false and defamatory statements concerning the Plaintiffs.

84. Defendants deny the allegations asserted in paragraph 84 of Plaintiffs' Complaint to the extent they are asserted against Defendants.

85. Defendants deny the allegations asserted in paragraph 85 of Plaintiffs' Complaint to the extent they are asserted against Defendants.

86. Defendants deny the allegations asserted in paragraphs 86 of Plaintiffs' Complaint to the extent they are asserted against Defendants.

Defendants expressly deny that Plaintiffs are entitled to any relief whatsoever from them in this matter, including the relief requested in the paragraph beginning "Wherefore" following paragraph 86 of the Complaint.

COUNT X

87. Defendants re-state their responses to paragraphs 1-86 of Plaintiffs' Complaint.

88. Defendants deny the allegations asserted in paragraphs 88 of Plaintiffs' Complaint to the extent they are asserted against Defendants.

Defendants expressly deny that Plaintiffs are entitled to any relief whatsoever from them in this matter, including the relief requested in the paragraph beginning "Wherefore" following paragraph 88 of the Complaint.

COUNT XI

89. Defendants re-state their responses to paragraphs 1-88 of Plaintiffs' Complaint.

90. Defendants deny the allegations asserted in paragraphs 90 of Plaintiffs' Complaint to the extent they are asserted against Defendants.

91. Defendants deny the allegations asserted in paragraphs 91 of Plaintiffs' Complaint to the extent they are asserted against Defendants.

Defendants expressly deny that Plaintiffs are entitled to any relief whatsoever from them in this matter, including the relief requested in the paragraph beginning "Wherefore" following paragraph 91 of the Complaint.

UNLESS EXPRESSLY ADMITTED IN ONE OF THE FOREGOING PARAGRAPHS, ALL MATERIAL ALLEGATIONS OF PLAINTIFFS' COMPLAINT, INCLUDING ANY CONTAINED IN UNNUMBERED PARAGRAPHS, ARE DENIED.

AFFIRMATIVE DEFENSES

1. Plaintiffs' Complaint, in whole or in part, fails to state a claim upon which relief may be granted.

2. Plaintiffs' claims are barred because they sustained no compensable damages as a result of any act or omission by Defendants alleged in the Complaint.

3. To the extent Plaintiffs' claims against Defendants are based upon allegations of Defamation, including but not limited to Plaintiffs' allegation that Defendants made false and defamatory statements concerning Plaintiff Newsome, they fail to state a claim upon which relief may be granted because truth is a defense to a claim of defamation. Defendants have made no false or defamatory statements concerning the Plaintiffs.

4. To the extent Plaintiffs' claims against Defendants are based upon allegations of Intentional Interference with a Business or Contractual Relationship, they fail to state a claim upon which relief may be granted because Defendants did not intentionally interfere with any relationship between Plaintiffs and any other individual or entity, Defendants are not strangers to any of Plaintiffs' business relationships with any of the banks named in Plaintiffs' Complaint, and Plaintiffs have not suffered damage.

5. Defendants plead privilege and justification as defenses to Plaintiffs' claims for Intentional Interference.

6. Defendants plead waiver, release, failure to mitigate damages, competitor's privilege, contributory negligence and assumption of the risk.

7. Any recovery of punitive or exemplary damages is barred, or must be reduced, under, among others, the provisions of the Fifth, Eighth and Fourteenth Amendment of the

United States Constitution and Article I, Sections 6 and 15 of the Constitution of the State of Alabama.

8. Recovery of punitive or exemplary damages, if any, is limited by the restrictions and caps on punitive damage awards as provided for by Alabama law. Defendants further assert that under any circumstances punitive damages should not exceed those listed in *Alabama Code* § 6-11-21 (no more than three times compensatory damages or \$500,000, whichever is greater). Further, no punitive damages are appropriate because the prerequisites of *Alabama Code* § 6-11-27 have not been met, and further, such punitive damages should not be awarded because the prerequisites of *Alabama Code* § 6-11-20 have not been met.

9. An award of mental anguish damages violates the United States Constitution and the Alabama Constitution.

10. Defendants expressly reserve the right to assert additional affirmative defenses if such defenses become apparent through discovery or through the clarification of any claims Plaintiffs are attempting to assert against Defendants.

COUNTERCLAIM: ABUSE OF PROCESS

Defendants Clark Andrew Cooper ("Cooper") and Balch & Bingham LLP ("Balch") assert the following counterclaim against Plaintiffs/Counterclaim Defendants Burt W. Newsome and Newsome Law, LLC (collectively "Newsome").

1. Cooper is a partner at Balch practicing financial services and general litigation. Among other clients, he has represented Iberiabank Corp. and Renasant Bank for several years, along with other attorneys across the State of Alabama, including Newsome.

2. Balch has a robust financial services group, which has represented these financial institutions, as well as Bryant Bank, the other bank Newsome mentions in his Complaint.

3. Cooper has multiple client contacts who are employees of the banks mentioned, and some of those contacts are also personal friends of Cooper. One of those friends is Iberiabank Corp. executive Brian Hamilton, whom Cooper has known for approximately 15 years.

4. On May 4, 2013, Cooper learned that Newsome had been arrested as a result of threatening a man with a gun, and charged with menacing. Cooper learned of the arrest by viewing Newsome's mug shot, which is publicly available on the internet. Cooper now knows that this man is Defendant John W. Bullock, a man Cooper does not know.

5. Also on May 4, 2013, Cooper forwarded the photograph to his friend Brian Hamilton. At the time of this correspondence, Iberiabank Corp. was a client of Cooper and Balch, and remains a client. This correspondence, a true and accurate copy of which is attached hereto as Exhibit A, was the sole communication between Cooper and Hamilton and/or Iberiabank Corp. regarding Newsome's arrest. Cooper did not correspond either with Renasant Bank or Bryant Bank about Newsome's arrest.

6. Unrelated to Newsome or Newsome's arrest, Cooper has corresponded with his own clients, or clients of Balch, in an effort to stay abreast of their legal needs, to keep the business relationships active, and to be of service to the clients. The only correspondence sent by Cooper to the banks listed in Newsome's Complaint wherein Newsome's name is used, other than that e-mail which was mentioned above, are in the form of forwarded reports from the courthouse news-generated case summaries. True and accurate copies of these e-mails are attached hereto as Exhibit B, and demonstrate that at no time did Cooper attempt to interfere with Newsome's engagement with any client.

7. Additionally, in the few limited circumstances wherein Cooper ever mentioned or referenced Newsome to any bank clients, Cooper has never made any statement that was untrue.

8. On January 14, 2015, Newsome filed the Complaint alleging intentional interference with contractual relations with these banks, defamation, and conspiracy against Cooper, as well as vicarious liability/respondeat superior against Balch.

9. Rather than an attempt to obtain judicial redress for alleged wrongs, the Complaint amounts to a malicious and wrongful abuse of the legal process, as well as the resources of this Court, with the ulterior purpose of extorting a quick settlement, embarrassing and harassing a well-respected and established attorney and his law firm, and frustrating and undermining their successful relationships with the banking clients mentioned in the Complaint and others.¹

10. Even before suit was filed, counsel for Newsome contacted Balch to request payment in exchange for not filing suit. Additionally, on the same day the lawsuit was filed, Newsome filed a Motion to Temporarily Seal Court Record, referencing ongoing settlement discussions and negotiations (Motion, ¶ 2). Contrary to this assertion, neither Cooper nor Balch

¹ Newsome's record of filing personal lawsuits all over Alabama is well-established. He has filed at least fourteen (14) suits seeking redress for perceived harms, including:

- In Re: Estate of Faulk (CV-1995-000025, Geneva Co.);
- Newsome v. Chambers (CV-1993-000547, Montgomery Co.);
- Newsome v. Alabama Department of Public Safety (CV-96-000090, Shelby Co.);
- Newsome v. Delta Airlines Inc. and Expedia Inc. (DV-2002-001135, Tuscaloosa Co.);
- Newsome v. Hardin (SM-2003-000405, Madison Co.);
- Newsome v. Delta Airlines, Inc. (DV-2005-001518, Tuscaloosa Co.);
- Newsome v. Precision Plumbing & Repair Inc. (CV-2006-001068, Tuscaloosa Co.);
- Newsome v. Dad's Carpet & Upholstery Cleaning, Inc. (DV-2007-900305, Shelby Co.);
- Newsome v. Drew Jeffrey Gunnells, St. Vincent's, et al. (CV-2009-901168, Jefferson Co.);
- Newsome v. BP Exploration & Production, Inc. d/b/a BP (DV-2010-900814, Baldwin Co.);
- Newsome v. Sprint Communications Company, L.P. (CV-2010-900178, Shelby Co.);
- Newsome v. Wildigan Investments I, LLC (DV-2011-900457, Shelby Co.);
- Newsome v. All My Sons Moving and Storage of Birmingham, Inc. (CV-2012-900968, Shelby Co.)
- Newsome v. Diversified Sales, Inc. d/b/a Don's Carpet One Floor & Home (CV-2014-900721, Shelby Co.)

have been or are now engaged in any settlement discussions or negotiations whatsoever with Newsome.

11. Cooper and Balch have been damaged as a proximate cause of Newsome's intentional and malicious conduct, including the necessity of responding to this frivolous lawsuit.²

WHEREFORE, Cooper and Balch respectfully demand judgment against Newsome in an amount to be determined at trial, including but not limited to, compensatory damages, punitive damages, all costs and attorneys' fees associated with this action, and any such other relief as this Court deems proper.

Respectfully submitted this 20th day of February 2015.

/s/ Amelia K. Steindorff

One of the Attorneys for Defendants Clark Cooper
and Balch & Bingham LLP

OF COUNSEL:

S. Allen Baker Jr.
Amelia K. Steindorff
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1901 Sixth Avenue North
Suite 1500
Birmingham, AL 35203
Telephone: (205) 226-3416
Telephone: (205) 226-3421
Facsimile: (205) 488-5880
Facsimile: (205) 488-5613
E-mail: abaker@balch.com
E-mail: asteindorff@balch.com

² On February 12, 2015, the undersigned counsel sent an Alabama Litigation Accountability Act letter to counsel for Newsome, but has not received a response; therefore, it is likely that a Motion for Relief under § 12-19-272 will be forthcoming.

CERTIFICATE OF SERVICE

I hereby certify that I have electronically filed the foregoing with the Clerk of the Court using the AlaFile system which will send notification of such filing and/or that a copy of the foregoing has been served upon the following by placing a copy of same in the United States mail, properly addressed and postage prepaid, on this the 20th day of February, 2015:

Robert E. Lusk
rlusk@lusklawfirmllc.com
LUSK LAW FIRM, LLC
P.O. Box 1315
Fairhope, Alabama 336533
Telephone: (51) 471-8017
Facsimile: (251) 478-9601

/s/ Amelia K. Steindorff
Of Counsel

Exhibit A

Cooper, Clark

From: Cooper, Clark
Sent: Saturday, May 04, 2013 5:40 PM
To: Hamilton, Brian
Subject: Re: Burt Newsome arrested for menacing

Agreed. I'm going to see what I can find out.

On May 4, 2013, at 5:37 PM, "Hamilton, Brian" <Brian.Hamilton@iberiabank.com> wrote:

Great mugshot. With the suit on, I bet he was in court or something. My guess is he threatened to kick someone's a\$\$.

Sent with Good (www.good.com)

-----Original Message-----

From: Cooper, Clark [ccooper@balch.com]
Sent: Saturday, May 04, 2013 04:35 PM Central Standard Time
To: Hamilton, Brian
Subject: Re: Burt Newsome arrested for menacing

Section 13A-6-23 - Menacing.

(a) A person commits the crime of menacing if, by physical action, he intentionally places or attempts to place another person in fear of imminent serious physical injury.

It is a class B misdemeanor. Not sure how this will affect his law license

On May 4, 2013, at 4:29 PM, "Cooper, Clark" <ccooper@balch.com<<mailto:ccooper@balch.com>>> wrote:

Have you seen this? Not sure how it's going to affect his law license. Bizarre

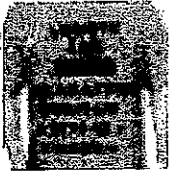
Clark A. Cooper, Partner, Balch & Bingham LLP
 1901 Sixth Avenue North • Suite 1500 • Birmingham, AL 35203-4642
 t: (205) 226-8762 f: (205) 488-5765 e: ccooper@balch.com<<mailto:ccooper@balch.com>>
www.balch.com<<http://www.balch.com>>

<image001.png>

Internet Email Confidentiality

Privileged/Confidential information may be contained in this message. If you are not the addressee indicated in this message (or responsible for delivery of the message to such person), you may not copy or deliver this message to anyone. In such case, you should destroy this

message and kindly notify the sender by reply email. Please advise immediately if you or your employer do not consent to Internet email for messages of this kind. Opinions, conclusions and other information in this message that do not relate to the official business of the bank shall be understood as neither given nor endorsed by it.
Thank You.



Shelby County Inmates

NEWSOME, BURTON WHEELER

05/02/2013 05/02/2013

MENACING



Cooper-0003

Exhibit B

Cooper, Clark

From: Cooper, Clark
Sent: Wednesday, January 30, 2013 4:34 PM
To: 'Hamilton, Brian'
Subject: RE: Iberia

Ha ha!

From: Hamilton, Brian [<mailto:Brian.Hamilton@iberiabank.com>]
Sent: Wednesday, January 30, 2013 4:31 PM
To: Cooper, Clark
Subject: RE: Iberia

That what she said.

Brian Hamilton
 Vice President, Business Credit Services
IBERIABANK
 3595 Grandview Parkway, Suite 500
 Birmingham, Alabama 35243
 Phone: 205-803-5872
 Cell: 205-420-2879

From: Cooper, Clark [<mailto:ccooper@balch.com>]
Sent: Wednesday, January 30, 2013 4:31 PM
To: Hamilton, Brian
Subject: RE: Iberia

That makes sense. Save me for the bigger ones

Thanks

From: Hamilton, Brian [<mailto:Brian.Hamilton@iberiabank.com>]
Sent: Wednesday, January 30, 2013 4:29 PM
To: Cooper, Clark
Subject: RE: Iberia

It's a zero balance loan (still a legal balance) where the guarantor filed bankruptcy and has been discharged. We pulled dated files that haven't been touched due to the zero loan balance (no exposure). The company is defunct too. But, we need default judgment out there to make it appealing to a buyer. Hope that makes sense. Burt's contract rate on uncontested default judgments is tough to match.

Brian Hamilton
 Vice President, Business Credit Services
IBERIABANK
 3595 Grandview Parkway, Suite 500
 Birmingham, Alabama 35243
 Phone: 205-803-5872
 Cell: 205-420-2879

From: Cooper, Clark [<mailto:ccooper@balch.com>]
Sent: Wednesday, January 30, 2013 4:19 PM
To: Hamilton, Brian
Subject: Iberia

Brian,

I see that Bert Newsome has filed a claim for Iberia against Print One. Is there anything you recommend I do to assist me in obtaining more files from Iberia?

Thanks and no word from Benton yet

Clark

BALCH
 & BINGHAM LLP

Clark A. Cooper, Partner, Balch & Bingham LLP
 1901 Sixth Avenue North • Suite 1500 • Birmingham, AL 35203-4642
 t: (205) 226-8762 f: (205) 488-5765 e: ccooper@balch.com
www.balch.com

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Thank You.

Cooper, Clark

From: Cooper, Clark
Sent: Wednesday, July 24, 2013 10:50 AM
To: David Agee
Subject: Suit filed by Bryant Bank

Hello David,

I hope you are doing well. I see that the below suit was filed by Newsome. Anything I can do so that I could work with you?

Thanks

Clark

**Shelby County
Shelby**

Bryant Bank
v.
Landsouth Contractors Inc.
7/19/2013 58-CV-13-900835 Conwill
(Shelby)

Breach of contract. Defendant

BALCH
& BINGHAM LLP

Clark A. Cooper, Partner, Balch & Bingham LLP
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Cooper, Clark

From: Cooper, Clark
Sent: Friday, November 07, 2014 8:54 AM
To: Brian Hamilton (Brian.Hamilton@iberiabank.com)
Subject: Case filed by Iberia in Jefferson County

Hello Brian,

I noticed that the below case was recently filed by Iberia in Jefferson County. If you think I should reach out to anyone else in your department to build a relationship, please let me know. They may be happy with counsel they are using for smaller deals.

Thanks

Clark

IberiaBank v. John C. Wicker; The Wicker Agency Inc. 11/6/2014 01-CV-14-904617 (Birmingham)	Contract. Defendants owe plaintiff more than \$100,000 for default on a loan.	Burt Newsome
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