



NEWSOME LAW, L.L.C.

BURT W. NEWSOME
ATTORNEY AT LAW

194 NARROWS DRIVE, SUITE 103 (35242)
POST OFFICE BOX 382753
BIRMINGHAM, ALABAMA 35238

TELEPHONE (205) 747-1970
FACSIMILE (205) 747-1971

Writer's Direct Dial: 747-1972
Email: burt@newsomelawllc.com
Website: www.newsomelawllc.com

John Bullock, Jr.
1917 Cogswell Avenue
Pell City, AL 35125

Dear Mr. Bullock:

This letter is in explanation of the events that occurred in which you subsequently filed a police report. My law firm is a collection/foreclosure law firm. We have received several death threats during the bad economy. A short time before our meeting, an individual whose wife I had sued on a bad debt was parked in backwards near my car and jumped out and pulled a gun on me and threatened to kill me in the parking lot as I was about to get in my car. I was only able to escape by ducking behind my car and running around the backside of the office complex. In addition, there was a subsequent attack on my office by a retired postal employee who we had initiated foreclosure proceedings against in which the Sheriff's Department had to be called again for assistance.

On the day this incident occurred, your vehicle was parked in backwards with the motor running and you got out of your car just as I was nearing my car -- actions that all mimicked the evening I was attacked placing me in fear of extreme bodily harm. I was preparing to defend myself in the event of another attack on me similar to the one that had just occurred in the same parking lot not long ago. I certainly never had any intent to harm anyone nor did I have any intent of appearing threatening to anyone in any way.

Sincerely,

A handwritten signature in black ink, appearing to read "Burt W. Newsome", with a long horizontal flourish extending to the right.

Burt W. Newsome

ELECTRONICALLY FILED
4/4/2014 2:58 PM
58-DC-2013-001434.00
CIRCUIT COURT OF
SHELBY COUNTY, ALABAMA
MARY HARRIS, CLERK

IN THE DISTRICT COURT OF SHELBY COUNTY, ALABAMA

STATE OF ALABAMA

Y.

NEWSOME BURTON WHEELER

Defendant,

)

3

1

)

;

) Case No.: DC-2013-001434.00

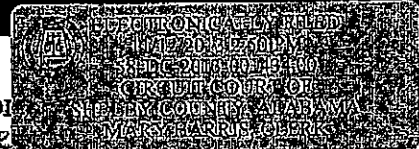
ORDER

Pursuant to earlier written agreement, with no objection by A.D.A. Willingham, this case is **DISMISSED** with prejudice. Apply cash bond.

DONE this 4th day of April, 2014.

/s/ RONALD E. JACKSON

DISTRICT JUDGE (amh)



IN THE DISTRICT COURT OF SHELBY COUNTY, ALABAMA

STATE OF ALABAMA V. Burton Wheeler Newsome

CASE NO. DC 2013-1939

This matter comes before the Court by the specific AGREEMENT of the parties. The Defendant is ✓ present, is ✓ represented by counsel and has NOT knowingly and voluntarily waived the right to the same. After due consideration and pursuant to said agreement, all of the following as specifically noted below is hereby ORDERED, ADJUDGED and DECREED.

- () This matter is Dismissed with _____ prejudice.
- (~~X~~) This matter is Continued until 4/01/14 9:00 then to be Dismissed with ✓ prejudice, provided that the defendant have no further incidents/arrests
- () This matter is placed on the Administrative Docket until _____, then to be Dismissed with _____ prejudice, provided that _____
- () DEFENDANT MUST APPEAR IN COURT ON THE ABOVE DATE.

~~X~~ COURT COSTS ARE TAXED AS FOLLOWS:

\$ _____ in further Recoupment to the Fair Trial Tax Fund
 \$ 308.00 in Court Costs including \$102.00 Bail Bond Fee
 \$ 20.00 as Jail Housing Costs and all jail Medical Expenses
 \$ 25.00 to the Crime Victims' Compensation Fund
 \$ _____ to the Forensic Science Trust Fund (Act No. 93-733 does _____ apply)
 \$ _____ in Restitution to _____
 \$ _____ as Worthless Check Cost (IWC # _____)

✓ \$413.00 TOTAL to be deducted from Cash Bond

PAYMENT MAY BE MADE BY CERTIFIED CHECK, MONEY ORDER, OR IF IN PERSON BY CASH TO COURT CLERK, P.O. BOX 1810, COLUMBIANA, AL. 35051. THE ABOVE CASE NUMBER SHOULD APPEAR ON ALL PAYMENTS. NOTE: IF THE DEFENDANT FAILS TO MAKE SUCH PAYMENTS AND FAILS TO APPEAR IN COURT ON THE ABOVE DATES SHOWN, THIS MATTER WILL NOT BE DISMISSED AND AN ARREST WARRANT AND BOND FORFEITURE CAN BE ISSUED FOR THE DEFENDANT.

The Defendant does hereby grant a full, complete and absolute Release of all civil and criminal claims stemming directly or indirectly from this case to the State of Alabama, its agents and employees, including, but not limited to the District Attorney for Shelby County, Alabama, his agents and employees; to Shelby County, Alabama, its agents and employees, including, but not limited to the Sheriff of said County, his agents and employees, to any other law enforcement or investigative agencies, public or private, their agents and employees; to any other complainants, witnesses, associations, corporations, groups, organizations or persons in any way related to this matter, to also include the Office of the Public Defender of Shelby County, Alabama, its agents and employees, from any and all actions arising from the instigation, investigation, prosecution, defense, or any other aspect of this matter. The Defendant freely makes this release knowingly and voluntarily. In exchange for this release, this case will be either dismissed immediately, or pursuant to conditions noted above.

ANY FEES OR COSTS NOT SPECIFICALLY TAXED ABOVE ARE HEREBY REMITTED.

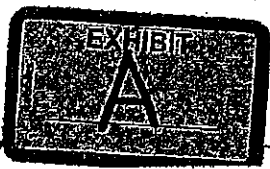
The foregoing duly reflects the Agreement of the parties as entered above and as attested by their signatures below.

[Signature] Complaining Witness [Signature] District Attorney [Signature] Defendant [Signature] Defendant's Attorney

Done and ordered: 11-12-13

[Signature]
DISTRICT JUDGE (SHELBY COUNTY)

D&RORDER(3-11-05)



IN THE District COURT OF SHELBY COUNTY, ALABAMA
STATE OF ALABAMA V. NEWSOME, BUI, et al

CONSOLIDATED BOND
CASE NO. WR 13-0171

I, the Defendant as principal and we, the undersigned sureties agree to pay the State of Alabama \$ 500.00 and all costs incurred unless the above-named Defendant appears before the District Court of Shelby County, Alabama at 9:30 o'clock A-M on May 20, 2013 and from time to time thereafter until discharged by law or at the next session of the court of said county, there to await the action the grand jury and from session to session thereafter to answer to the charge of MURDERING or any other charge as authorized by law

We hereby severally certify that we have property over and above all debts and liabilities that has a fair market value equal to or greater than the amount of the above bond. Each of us hereby waives the benefit of all laws exempting property from levy and sale under execution or other process for the collection of debt, our rights to claim exempt our wages or salary; and our rights to homestead exemptions conferred by the Constitution and/or the Laws of the State of Alabama.

It is hereby agreed and understood that this is a consolidated bond, eliminating the necessity for multiple bonds and that it shall continue in full force and effect, unless modified by Court Order, until the Defendant is discharged by law or until the undersigned sureties are otherwise duly exonerated. This bond does not apply to any appeal. It is also agreed and understood that all of the following shall serve as specific conditions of release under this bond, the willful failure of which will cause this bond to be revoked and the sureties thereby held liable THE DEFENDANT SHALL:

1. Appear and answer and submit to the orders and process of any court having jurisdiction in this matter;
2. Refrain from committing any criminal offense;
3. Not depart from the State of Alabama without permission of the Court;
4. Immediately notify the Court Clerk of any change of address;
5. Initiate no contact or communication in any form with the complainant(s) and/or alleged victim(s), nor be upon their premises;
6. Make all payments to the Alabama Fair Trial Tax Fund as ordered by the Court;
- 7.

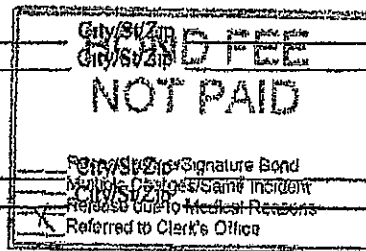
SIGNED AND SEALED, with notice that false statements made herein are punishable as perjury

Defendant's Signature [Signature] Mailing Address 7450 41 Hwy City/St/Zip Leeds AL 36094
Phone 205-669-9511 Physical Address _____ City/St/Zip _____
Race W Sex M DOB 9/4/66 SS# 255-27-7001 DL# 9303132 St# AL

Surety's Signature _____ Mailing Address _____ City/St/Zip _____
Phone _____ Physical Address _____ City/St/Zip _____

Surety's Signature _____ Mailing Address _____ City/St/Zip _____
Phone _____ Physical Address _____ City/St/Zip _____

Surety's Signature _____ Mailing Address _____ City/St/Zip _____
Phone _____ Physical Address _____ City/St/Zip _____

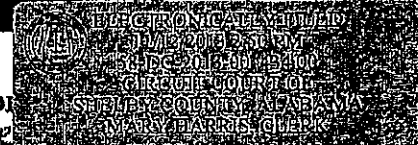


DATE APPROVED 5/2/13 OFFICER R. B. 0413 SHERIFF C. Curry
[] Property Bond [] Professional Bond [] Secured/Cash Bond [] Pre-Trial Release [] Signature/Recognition

(CASH BOND RELEASE)

I agree that the cash bond which I have posted in this case may be applied to any outstanding fines and costs. I further understand that even though the cash bond may be applied, I AM STILL REQUIRED TO APPEAR IN COURT ON THE ABOVE DATE AND TIME.

DATE, 5/2/13 DEFENDANT'S SIGNATURE [Signature]



IN THE DISTRICT COURT OF SHELBY COUNTY, ALABAMA

STATE OF ALABAMA V. Burton Wheeler-Newsome CASE NO. DC 2013-1434
This matter comes before the Court by the specific AGREEMENT of the parties. The Defendant is ✓ present, is ✓ represented by counsel and has NOT knowingly and voluntarily waived the right to the same. After due consideration and pursuant to said agreement, all of the following as specifically noted below is hereby ORDERED, ADJUDGED and DECREED.

- () This matter is Dismissed with _____ prejudice. 9:00
(X) This matter is Continued until 4/21/14 then to be Dismissed with ✓ prejudice, provided that the defendant have no further incidents/arrests
() This matter is placed on the Administrative Docket until _____ then to be Dismissed with _____ prejudice, provided that _____
() DEFENDANT MUST APPEAR IN COURT ON THE ABOVE DATE.

(X) COURT COSTS ARE TAXED AS FOLLOWS:
\$ _____ in further Recoupment to the Fair Trial Tax Fund
\$ 368.00 in Court Costs including \$100.00 Bail Bond Fee
\$ 20.00 as Jail Housing Costs and all jail Medical Expenses
\$ 25.00 to the Crime Victims' Compensation Fund
\$ _____ to the Forensic Science Trust Fund (Act No. 93-733 does _____ apply)
\$ _____ in Restitution to _____
\$ _____ as Worthless Check Cost (IWC # _____)
✓ \$ 413.00 TOTAL to be deducted from Cash Bond

PAYMENT MAY BE MADE BY CERTIFIED CHECK, MONEY ORDER, OR IF IN PERSON BY CASH TO COURT CLERK, P.O. BOX 1810, COLUMBIANA, AL 35051. THE ABOVE CASE NUMBER SHOULD APPEAR ON ALL PAYMENTS. NOTE: IF THE DEFENDANT FAILS TO MAKE SUCH PAYMENTS AND FAILS TO APPEAR IN COURT ON THE ABOVE DATES SHOWN, THIS MATTER WILL NOT BE DISMISSED AND AN ARREST WARRANT AND BOND FORFEITURE CAN BE ISSUED FOR THE DEFENDANT.

The Defendant does hereby grant a full, complete and absolute Release of all civil and criminal claims stemming directly or indirectly from this case to the State of Alabama, its agents and employees, including, but not limited to the District Attorney for Shelby County, Alabama, his agents and employees; to Shelby County, Alabama, its agents and employees, including, but not limited to the Sheriff of said County, his agents and employees, to any other law enforcement or investigative agencies, public or private, their agents and employees; to any other complainants, witnesses, associations, corporations, groups, organizations or persons in any way related to this matter, to also include the Office of the Public Defender of Shelby County, Alabama, its agents and employees, from any and all actions arising from the instigation, investigation, prosecution, defense, or any other aspect of this matter. The Defendant freely makes this release knowingly and voluntarily. In exchange for this release, this case will be either dismissed immediately, or pursuant to conditions noted above.

ANY FEES OR COSTS NOT SPECIFICALLY TAXED ABOVE ARE HEREBY REMITTED.

The foregoing duly reflects the Agreement of the parties as entered above and as attested by their signatures below.

[Signature] [Signature] [Signature] [Signature]
Complaining Witness District Attorney Defendant Defendant's Attorney
Done and ordered: 11-12-13
DISTRICT JUDGE (SHELBY COUNTY)

STATE OF ALABAMA
WARRANT
SHELBY COUNTY
DISTRICT COURT
AGENCY NUMBER: 201209077
WARRANT NUMBER: WR 2013 000171.00
OTHER CASE NBR:

TO ANY LAWFUL OFFICER OF THE STATE OF ALABAMA:
YOU ARE HEREBY COMMANDED TO ARREST BURTON WHEELER NEWSOME AND BRING HIM/HER BEFORE THE DISTRICT COURT OF SHELBY COUNTY TO ANSWER THE STATE OF ALABAMA ON A CHARGE(S) OF:
MENACING CLASS: B TYPE: M COUNTS: 001
AND HAVE YOU THEN AND THERE THIS WRIT WITH YOUR RETURN THEREON.
YOU WILL RECEIVE UNTO YOUR CUSTODY AND DETAIN HIM/HER UNTIL THE DAY OF _____, OR UNTIL LEGALLY DISCHARGED.

DATED THIS 14 DAY OF JANUARY, 2013.

BOND SET AT: (1) \$500.00 BOND TYPE:
(2)
(3)

CONDITION OF BOND:
DEFENDANT IS TO HAVE
NO CONTACT WITH VICTIM

JUDGE/CLERK/MAGISTRATE OF DISTRICT COURT

CHARGES: MENACING

NAME: BURTON WHEELER NEWSOME
ADDRESS: 1005 BELVEDERE COVE
ADDRESS: 194 NARROWS DR STE 103
CITY: BIRMINGHAM STATE: AL

ALIAS:
ALIAS:
ZIP: 35242 0000
PHONE: 000 000 0000 EXT: 000

EMPLOYMENT:
DOB: 09/04/1966 RACE: W SEX: M HAIR:
EYE: BRO HEIGHT: 5'09" WEIGHT: 180
SID: 000000000 SSN: 255277001 DL NUM: 9303132

DATE 1/15/13 AN/NC 31502009

WARRANT# 2013-000171
ENTRY OPR 0176

EXECUTION VERIFIED BY

EXECUTED THE WITHIN WARRANT BY ARRESTING THE DEFENDANT AND

(X) PLACING DEFENDANT IN THE SHELBY COUNTY JAIL
() RELEASING DEFENDANT ON APPEARANCE BOND

THIS 2 DAY OF

May 2013

RECEIVED

SHERIFF

JAN 15 2013

BY

Dputy T. Brown 0176

COMPLAINANT: BULLOCK JOHN FRANKLI

OPERATOR: SRC

DATE: 01/14/2013

ALABAMA JUDICIAL INFORMATION SYSTEM

*** IN THE DISTRICT COURT OF SHELBY COUNTY ***


AGENCY NUMBER: 201209077

WARRANT NUMBER: WR 2013 000171.00
OTHER CASE NBR:


C O M P L A I N T

BEFORE ME THE UNDERSIGNED JUDGE/CLERK/MAGISTRATE OF THE DISTRICT COURT OF SHELBY COUNTY, ALABAMA, PERSONALLY APPEARED BULLOCK JOHN FRANKLI WHO BEING DULY SWORN DEPOSES AND SAYS THAT HE/SHE HAS PROBABLE CAUSE FOR BELIEVING, AND DOES BELIEVE THAT BURTON WHEELER NEWSOME DEFENDANT, WHOSE NAME IS OTHERWISE UNKNOWN TO THE COMPLAINANT, DID WITHIN THE ABOVE NAMED COUNTY AND

DID ON OR ABOUT 12/19/2012, BY PHYSICAL ACTION, INTENTIONALLY PLACE OR ATTEMPT TO PLACE JOHN FRANKLIN BULLOCK JR IN FEAR OF IMMINENT SERIOUS PHYSICAL INJURY BY AIMING A HANDGUN AT THE VICTIM & TELLING HIM TO RETURN TO HIS VEHICLE OF THE CODE OF ALABAMA, IN VIOLATION OF 13A-006-023 AGAINST THE PEACE AND DIGNITY OF THE STATE OF ALABAMA.


COMPLAINANT'S SIGNATURE

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 14 DAY OF JANUARY, 2013.


JUDGE/CLERK/MAGISTRATE OF DISTRICT COURT

CHARGES: MENACING

13A-006-023

M MISDEMEANOR

WITNESS FOR THE STATE

BULLOCK JOHN FRANKLI/

OPERATOR: SRC DATE: 01/14/2013

Joey Moore

From: Cooper, Clark <ccooper@balch.com>
Sent: Wednesday, July 24, 2013 10:50 AM
To: David Agee
Subject: Suit filed by Bryant Bank
Attachments: balch_logodic4917

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

[[image]]

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<<http://www.balch.com/>>

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Burt Newsome

From: Hamilton, Brian <Brian.Hamilton@iberiabank.com>
Sent: Wednesday, December 11, 2013 3:50 PM
To: Burt Newsome
Subject: FW: Burt Newsome arrested for menacing
Attachments: image001.png; ATT00001.txt

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

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

From: Cooper, Clark [<mailto:ccooper@balch.com>]
Sent: Saturday, May 04, 2013 4:30 PM
To: Hamilton, Brian
Subject: Fwd: Burt Newsome arrested for menacing

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
> www.balch.com

> ~~~

>

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Thank you.

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@iberlabank.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@baloh.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@baloh.com> <mailto:ccooper@baloh.com>> wrote:

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

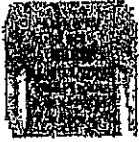
Clark A. Cooper, Partner, Baloh & Bingham LLP
1901 Sixth Avenue North • Suite 1500 • Birmingham, AL 35203-4642
t (205) 226-8762 f (205) 488-5765 e: ccooper@baloh.com <mailto:ccooper@baloh.com>
www.baloh.com <<http://www.baloh.com>>

<image001.png>

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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

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's what she said.

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

From: Cooper, Clark [mailto:cooper@baltch.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
IBERIA BANK
3595 Grandview Parkway, Suite 500
Birmingham, Alabama 35243
Phone: 205-803-5872
Cell: 205-420-2879

Cooper-0004

Exhibit B

From: Cooper, Clark [mailto:c.cooper@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
A HUGHES & LLOYD COMPANY

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: c.cooper@balch.com
www.balch.com

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Thank You.

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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 Coxwill
(Shelby)

Breach of contract, Defendant

BALCH
A VENTURA COMPANY

Clark A. Cooper, Partner, Balch & Bingham LLP
1905 Sixth Avenue North • Suite 1500 • Birmingham, AL 35203-4542
t: (205) 226-0792 f: (205) 498-5765 e: ccooper@balch.com
www.balch.com

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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

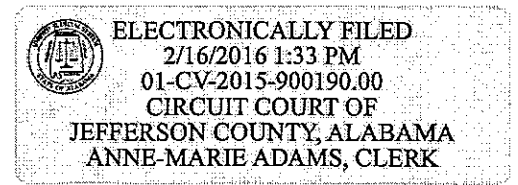
IberiaBank
v.
John C. Wicker; The Wicker
Agency Inc.
11/6/2014 01-CV-14-904617
(Birmingham)

Contract. Defendants owe plaintiff more than \$100,000
for default on a loan. Burt Newsome

BALCH
BIRMINGHAM, AL

Clark A. Cooper, Partner, Balch & Bingham LLP
1901 Sixth Avenue North • Suite 1300 • Birmingham, AL 35203-4542
t: (205) 225-8762 f: (205) 488-5765 e: ccooper@balch.com
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Tab 3

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

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

VS.

CLARK ANDREW COOPER et al.,
Defendants.

CASE NO. CV-2015-900190

**PLAINTIFFS' SUPPLEMENTAL RESPONSE TO DEFENDANT'S FIRST SET OF
CONSOLIDATED DISCOVERY REQUESTS**

The Plaintiffs submit the following supplemental responses to the Defendant's First Set of Consolidated Discovery Requests to the Plaintiffs. In addition to the Plaintiffs' responses served on or about April 21, 2015, the Plaintiffs further state:

INTERROGATORIES

11. Identify all communications to any banking clients which reference or refer to Clark Cooper and/or Balch.

RESPONSE: In addition to our original answer, the following is provided, which is limited to emails and conversations referencing Cooper's attempts to solicit business away from the Plaintiffs and information provided by Cooper about Plaintiff, Newsome's, arrest.

Bill Stockton asked the Plaintiff about his arrest. During the conversation, Bill Stockton told Newsome that John Bentley received an email from Cooper regarding Newsome's arrest immediately after the arrest. Both Stockton and Bentley admitted they received the email from Cooper, but claimed it had been deleted.

Newsome initiated a conversation with J. D. May about a month after Newsome's arrest that Cooper was constantly asking for business.

Brian Hamilton and Mark Reiber had lunch with Newsome and advised that Hamilton had received an email from Cooper regarding Newsome's arrest and they were concerned about the impact on Newsome's license to practice law and his ability to continue to represent the bank. Reiber said they did not want to embarrass Newsome, but they had received his mugshot; Brian Hamilton stated he received the mug shot within a week of Newsome's arrest and that it came from Cooper.

Newsome also called Bob Jackson, Head of Special Assets, to discuss the email and his arrests with him in an effort to clear-up concerns about the arrest and Newsome's ability to continue to represent the bank. Jackson was aware of the arrest because of the email sent by Cooper.

Newsome asked Mike Carter and David Agee in separate conversations if they had received an email from Cooper regarding his arrest. Both said they had not.

12. Identify all cases currently being handled, or those that have been handled since 2010 by Burt Newsome or Newsome Law LLC, for Iberiabank Corp., Bryant Bank, and Renasant Bank, and describe the nature of the action, including contacts at each bank.

RESPONSE: In addition to our original answer, the following is provided, which is limited to financial damages suffered as a result of the interference with the contractual/business, lawyer-client relationship with Renasant Bank; the Plaintiffs are not claiming loss of business from Bryant Bank or Iberia Bank. However, the Plaintiffs are claiming damages to their reputation, good name and good will.

Newsome has never appeared as counsel for Renasant Bank in any jurisdiction outside of Alabama. The Plaintiff did represent Iberia Bank in one action in the United States Court of Appeals for the Eleventh Circuit; all cases are equally available to the Defendants; refer to general objection.

13. Identify any and all lawsuits where Burt Newsome and/or Newsome Law has been the plaintiff or the defendant.

RESPONSE: In addition to our original answer, Defendants, Cooper and Balch already have a list of these lawsuits and Plaintiffs have never appeared as Plaintiff or Defendant in any other lawsuit in any other another state or jurisdiction.

21. Identify any and all revenue earned for legal work performed from 2010 through the present with respect to Iberiabank Corp., Renasant Bank, and Bryant Bank and indicate how much revenue was earned from each bank.

RESPONSE: In addition to our original answer, Plaintiffs will provide a breakdown of revenue earned for legal work performed from 2010 through the present with respect to Renasant Bank; Otherwise Plaintiffs assert their general objection.

29. State whether Burt Newsome has had his driver's license suspended, indicating the reason for suspension and the period of time during which the license was suspended.

RESPONSE: In addition to our original answer, the Plaintiffs state that Newsome's

driver's license was suspended for a period of 90 days about 22 years ago as a result of speeding tickets resulting in cumulative points under Alabama's point system.

32. List the name and address of each healthcare provider, including but not limited to any physician, nurse practitioner psychiatrist, therapist, or other licensed health professional that Burt Newsome have seen or been treated by in the last 10 years.

RESPONSE: In addition to our original answer, Plaintiffs maintain their objection and further state there is no claim for medical damages, mental anguish or emotional damages.

REQUEST FOR PRODUCTION

2. All non-privileged documents which support a contract, including letter of engagement, of any kind with, Iberiabank Corp., Renasant Bank, and/or Bryant Bank.

RESPONSE: In addition to our original answer, the Plaintiffs add there was a flat fee agreement with all banks general based upon the schedule attached hereto as Supplemental Exhibit 1.

12. The face page of any lawsuit you are handling or have previously handled for Iberiabank Corp., Renasant Bank, or Bryant Bank.

RESPONSE: In addition to our original answer, the Plaintiff's add that the identical information is equally available to the Defendants through Alacourt and Pacer, as the Plaintiffs have not handled any lawsuits for Iberiabank, Corp., Renasant Bank or Bryant Bank in any jurisdiction other than Alabama State Courts and United States District Courts, Bankruptcy in Alabama and the U. S. Court of Appeals for the Eleventh Circuit.

14. A copy of Carmen Purser's deposition in the matter Carmen Purser v. Wolfe, Jones & Boswell and Burton Newsome, CV-02-B-1023-NE, N.D. AL

RESPONSE: In addition to our original answer, the Plaintiffs state: Newsome understands that C. Purser was deposed, Allstate Insurance hired Mike Burroughs to defend that action, and Plaintiff Newsome does not have a copy of the deposition and never had a copy of the deposition, as such the requested document is equally available to the Defendants from a third party; otherwise general objection.

15. A copy of every Answer filed by Burt Newsome in the matter Carmen Purser v. Wolfe,

Jones & Boswell and Burton Newsome, CV-02-B-1023-NE, N.D. AL

RESPONSE: In addition to our original answer, Plaintiff Newsome has no knowledge what was filed. In addition, Plaintiffs assert their general objection and further state this information is equally available to the Defendants from a third party.

16. All tax returns from 2010 through the present.

RESPONSE: In addition to our original answer, the Plaintiff objects to production of the requested documents because the Plaintiffs claims for damages are based solely on loss of business from Renasant and damages to Plaintiffs' character, good name and reputation.

18. For each of the cases listed below, provide a copy of the complaint and any amended complaints, all answers filed in the action, all discovery requests and responses related to the action, and any settlement agreements:

RESPONSE: In addition to our original answer, Plaintiffs object to production based upon remoteness.

Respectfully submitted this 15th day of June, 2015.


BURT W. NEWSOME

STATE OF ALABAMA)

Before me, a Notary Public in and for said State, hereby certify that the BURT W. NEWSOME, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that the facts alleged in the foregoing are true and correct to the best of his knowledge, information and belief on this 15th day of June, 2015.

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

LUSK LAW FIRM, LLC
P. O. Box 1315
Fairhope, AL 36533
251-471-8017
251-478-9601 Fax
rlusk@lusklawfirmllc.com

CERTIFICATE OF SERVICE

I hereby certify that I have filed electronically and served a copy of the foregoing upon the below listed parties to this action by placing a copy of same in the United States Mail, postage prepaid and properly addressed, this the 15th day of June, 2015.

S. Allen Baker
Amelia K. Steindorff
Balch & Bingham
1901 Sixth Avenue North Suite 1500
Birmingham, AL 35203

James B. Hill, Jr.
Hill, Weisskopf & Hill
Moody Professional Bldg
2603 Moody Parkway, Suite 200
Moody, Alabama 35004

Robert Ronnlund
P.O. Box 380548
Birmingham, AL 35238

/s/ Robert E. Lusk, Jr
ROBERT E. LUSK, JR. (LUS005)
Attorney for Plaintiffs

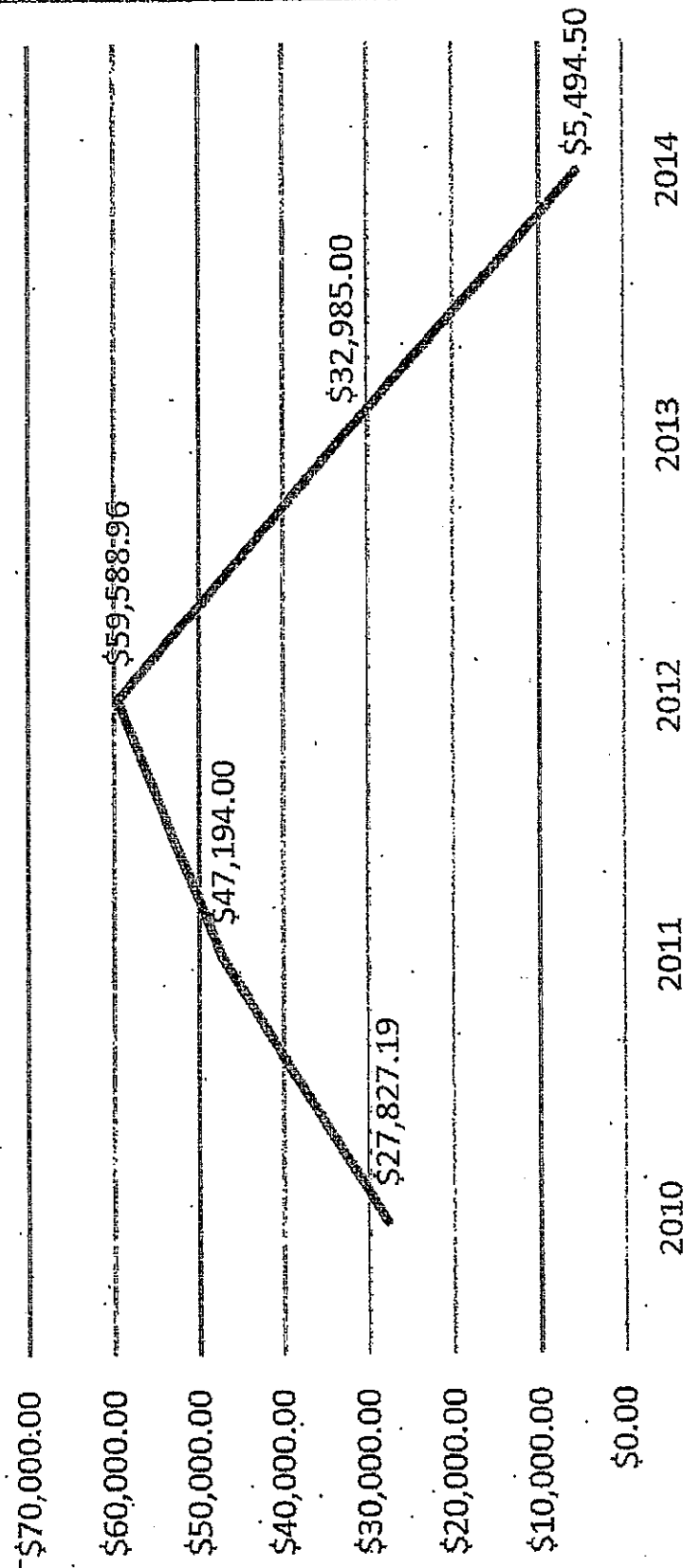
SUPPLEMENTAL EXHIBIT 1

2015 NEWSOME LAW, LLC FIXED FEE SCHEDULE

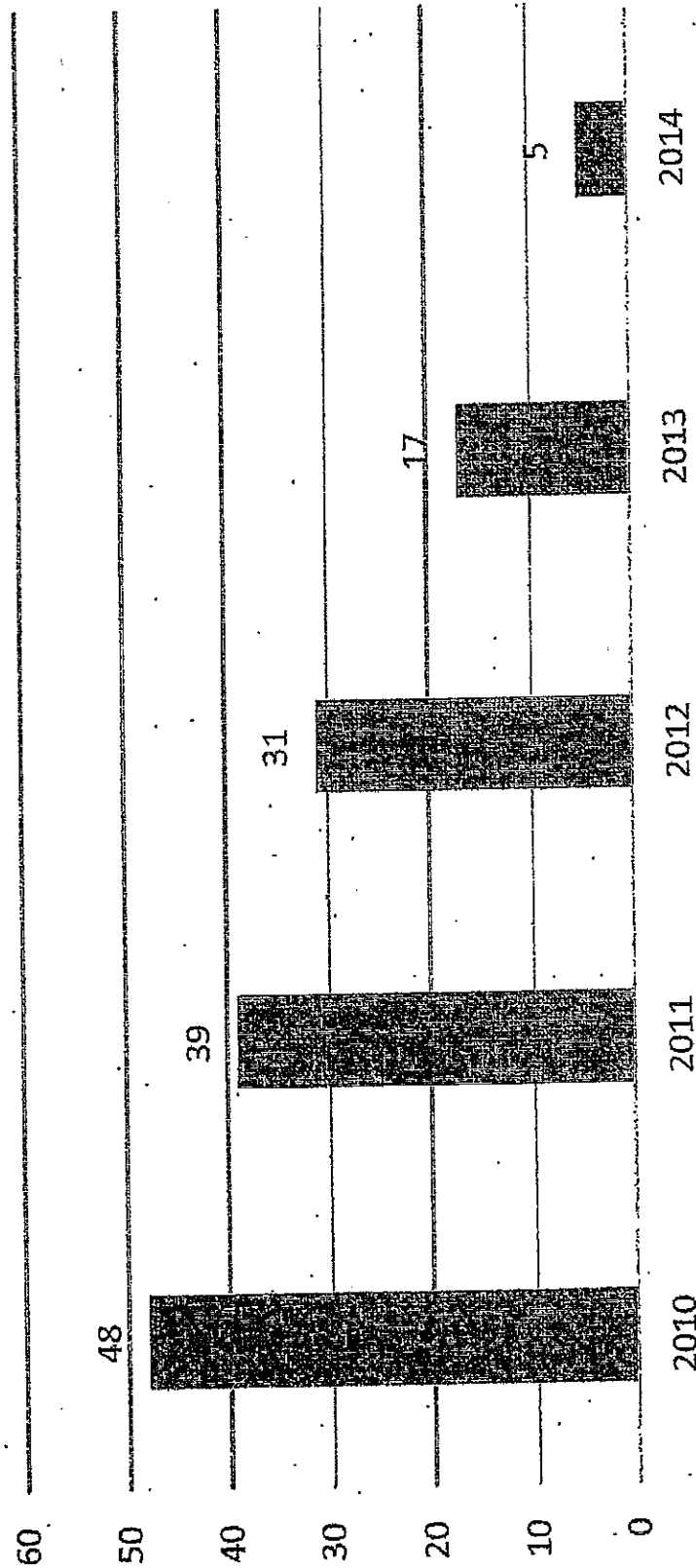
- \$225.00 – Review file and prepare demand letter
\$95.00 – District Court Cases
- \$845.00 – Prepare acceleration letter, foreclosure notice, foreclosure deed and conduct foreclosure sale
- \$625.00 – Prepare Forbearance Agreement
\$295.00 – District Court Cases
- \$445.00 – File Complaint against debtor(s) including monetary action and non-monetary action (i.e. definues and replevins)
\$195.00 – District Court cases
- \$445.00 – File Default Judgment
\$195.00 – District Court cases
- \$125.00 – Draft and record Certificate of Judgment
- \$845.00 – File Motion for Summary Judgment and Brief in Support of Summary Judgment Motion (Standard Collection Cases Only)
\$295.00 – District Court Cases (Standard Collection Cases Only)
- \$475.00 – File Motion for Relief from the Automatic Stay
Note: The filing fees are \$150.00 for a motion to lift automatic stay.
- \$475.00 – File Objection to Confirmation
Note: There is no filing fee for an objection to confirmation.
- \$295.00 – Prepare Reaffirmation Agreements
- \$195.00 – File Proof of Claim in Bankruptcy Case
- \$95.00 – Standard Collection Letter
- \$225.00 – File Motion for Protective Order in Response to Subpoena Request for Financial Records

Clients are responsible for payment of all fees and expenses (filing fees, process server fees, mileage, etc.). If a matter becomes a contested matter (i.e. debtor files a counter-claim against client) or is not covered under the above fixed fee schedule, then the file will be handled at an hourly rate of \$255.00. Up to 40% of the outstanding balance of the debt in Attorney Fees will be passed on to the Borrower whenever possible.

Renasant - Birmingham Yearly Revenue



Renasant -Birmingham Yearly File Count



Tab 4

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

BURT W. NEWSOME; and NEWSOME
LAW, LLC

Plaintiffs,

v.

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

AFFIDAVIT OF JOHN BENTLEY

STATE OF ALABAMA)

JEFFERSON COUNTY)

John Bentley, being duly sworn, deposes and says:

1. I am employed by Renasant Bank as Regional Area President. I am over the age
of nineteen (19) years, and I am competent to make this affidavit. The statements set forth in this

Affidavit are true and correct and are made upon my personal knowledge or review of the records related to this matter or from information transmitted by, a person with knowledge of those matters.

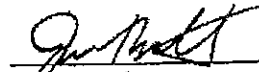
2. I received notification of Burt Newsome's May 2, 2013 arrest from a former Renasant employee, Connie Russell.

3. Ms. Russell told me that she became aware of Newsome's arrest after seeing it on a Shelby County website.

4. I never received an email from Clark Cooper or anyone at Balch & Bingham LLP related to Burt Newsome's May 2, 2013 arrest.

Further Affiant sayeth not.

Dated this 28 day of July, 2015.

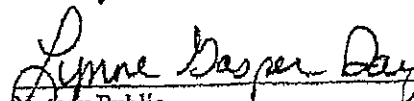

John Bentley

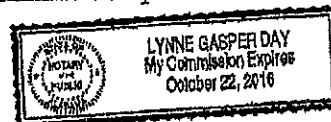
STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned notary public in and for said county in said state, hereby certify that _____, John Bentley, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily.


Given under my hand this 28th day of July, 2015.


Notary Public
My Commission Expires



Tab 5

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



IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

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 Baloh, has done some legal work for Bryant Bank.

78. Cooper admits that he knew Newsome had done some legal work for Bryant Bank. Baloh 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
BALCH & BINGHAM LLP
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

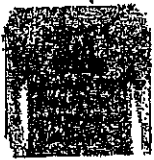
Clark A. Cooper, Partner, Balch & Bingham LLP
1901 Sixth Avenue North • Suite 1500 • Birmingham, AL 35203-4642
t: (205) 226-8762 f: (205) 488-5765 e: ccooper@balch.com <<mailto:ccooper@balch.com>>
www.balch.com <<http://www.balch.com>>

<image001.png>

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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: Iberla

Ha ha!

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

That's 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: Iberla

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: Iberla

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
A BINGHAM LLP

Clark A. Cooper, Partner, Balch & Bingham LLP
1901 Sixth Avenue North • Suite 2500 • 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.

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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
A 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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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 Burt Newsome
for default on a loan.

BALCH
A BIRMINGHAM LLP

Clerk A. Cooper, Partner, Balch & Bingham LLP
1901 Sixth Avenue North • Suite 1500 • Birmingham, AL 35203-4642
t: (205) 226-8762 f: (205) 468-5765 e: ccooper@balch.com
www.balch.com

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Tab 6

THIS SIDE OF FORM IS CONFIDENTIAL UNLESS RELEASED AT THE
DISCRETION OF THE CHIEF LAW ENFORCEMENT OFFICER

Incident/Offense Report - Continued		03 Date of Report (MM/DD/YY) 12/19/12		04 Time of Report 09:20		05 Agency Case Number 20120191077		06 Sex M		07 Offender <input type="checkbox"/> Suspect <input type="checkbox"/> Missing Person		08 Check if Multiple	
09 Reported By (Last, First, Middle Name) Victim Or		10 Suffix Jr.		11 Address (Street, City, State, Zip) 1917 Cogswell Ave Pell City, AL 35225		12 Home Phone 936-8315		13 Work Phone 936-8315		14 Other Phone 936-8315		15 Other Phone 936-8315	
16 Victim (Last, First, Middle Name) Bullock, John Franklin		17 Suffix Jr.		18 Address (Street, City, State, Zip) 3508 Cogswell Ave Pell City, AL 35225		19 Home Phone 936-8315		20 Work Phone 936-8315		21 Other Phone 936-8315		22 Other Phone 936-8315	
23 Employed/School Self (The place where I work)		24 Occupation Owner		25 Address (Street, City, State, Zip) 3508 Cogswell Ave Pell City, AL 35225		26 Home Phone 936-8315		27 Work Phone 936-8315		28 Other Phone 936-8315		29 Other Phone 936-8315	
30 Sex M		31 Race W		32 Language English		33 HGT 5'9"		34 WGT 185		35 Date of Birth 11/09/66		36 Age 46	
37 Multiple Victims <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		38 Offender known to victim? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		39 Victim was? Stranger		40 Relationship Stranger		41 Relationship Stranger		42 Relationship Stranger		43 Relationship Stranger	
44 Weapons Used <input type="checkbox"/> Firearm <input type="checkbox"/> Knife <input type="checkbox"/> Other Dangerous		45 Description of Weapons/Arms/Tools Used in Offense Black semi auto with brown handles (possibly a 380)		46 Handgun <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		47 Shotgun <input type="checkbox"/> Yes <input type="checkbox"/> No		48 Shotgun <input type="checkbox"/> Yes <input type="checkbox"/> No		49 Shotgun <input type="checkbox"/> Yes <input type="checkbox"/> No		50 Shotgun <input type="checkbox"/> Yes <input type="checkbox"/> No	
51 Place of Occurrence Front of 199 Narrows Drive Suite 103 Birmingham, AL 35242		52 Description of Injury None		53 Internal Injury <input type="checkbox"/> Yes <input type="checkbox"/> No		54 Minor Injury <input type="checkbox"/> Yes <input type="checkbox"/> No		55 Loss of Teeth <input type="checkbox"/> Yes <input type="checkbox"/> No		56 Loss of Teeth <input type="checkbox"/> Yes <input type="checkbox"/> No		57 Loss of Teeth <input type="checkbox"/> Yes <input type="checkbox"/> No	
58 Circumstances Surrounding Assault None		59 Treatment for Assault? <input type="checkbox"/> Yes <input type="checkbox"/> No		60 Treatment for Assault? <input type="checkbox"/> Yes <input type="checkbox"/> No		61 Treatment for Assault? <input type="checkbox"/> Yes <input type="checkbox"/> No		62 Treatment for Assault? <input type="checkbox"/> Yes <input type="checkbox"/> No		63 Treatment for Assault? <input type="checkbox"/> Yes <input type="checkbox"/> No		64 Treatment for Assault? <input type="checkbox"/> Yes <input type="checkbox"/> No	
65 Off # 1		66 Name (Last, First, Middle) Newsome, Burton W.		67 SFX None		68 Alias None		69 Social Security # 255-27-7001		70 Race W		71 Sex M	
72 Address (Street, City, State, Zip) 1005 Belvedere Ave Birmingham, AL 35242		73 HGT 5'8"		74 WGT 180		75 Ethnicity Other		76 Language English		77 Date of Birth 09/04/66		78 Age 46	
79 Probable Destination Newsome Law, LLC 194 Narrows Drive Suite 103 Birmingham, AL 35242		80 Eye BRO		81 Hair BRO		82 Complexion Fair		83 Armed <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		84 Arrested <input type="checkbox"/> Yes <input type="checkbox"/> No		85 Arrested (Domestic Violence) <input type="checkbox"/> Yes <input type="checkbox"/> No	
86 Off # NA		87 Name (Last, First, Middle) None		88 SFX None		89 Alias None		90 Social Security # None		91 Race W		92 Sex M	
93 Address (Street, City, State, Zip) None		94 HGT None		95 WGT None		96 Ethnicity Other		97 Language English		98 Date of Birth None		99 Age None	
100 Probable Destination None		101 Eye None		102 Hair None		103 Complexion None		104 Armed <input type="checkbox"/> Yes <input type="checkbox"/> No		105 Arrested <input type="checkbox"/> Yes <input type="checkbox"/> No		106 Arrested (Domestic Violence) <input type="checkbox"/> Yes <input type="checkbox"/> No	
107 Clothing None		108 Scar <input type="checkbox"/> Yes <input type="checkbox"/> No		109 Mark <input type="checkbox"/> Yes <input type="checkbox"/> No		110 Tattoo <input type="checkbox"/> Yes <input type="checkbox"/> No		111 Amputation <input type="checkbox"/> Yes <input type="checkbox"/> No		112 Scar <input type="checkbox"/> Yes <input type="checkbox"/> No		113 Mark <input type="checkbox"/> Yes <input type="checkbox"/> No	
114 Name (Last, First, Middle) None		115 Sex M		116 Race W		117 Date of Birth None		118 Address None		119 Home Phone None		120 Work Phone None	
121 Name (Last, First, Middle) None		122 Sex M		123 Race W		124 Date of Birth None		125 Address None		126 Home Phone None		127 Work Phone None	
128 Name (Last, First, Middle) None		129 Sex M		130 Race W		131 Date of Birth None		132 Address None		133 Home Phone None		134 Work Phone None	
135 Witness # 1 SSN None		136 Witness # 2 SSN None		137 Witness # 3 SSN None		138 Witness # 4 SSN None		139 Witness # 5 SSN None		140 Witness # 6 SSN None		141 Witness # 7 SSN None	
142 Mr. Bullock states that he arrived for an 8:00 AM dentist appointment at Narrows Family Dentistry and parked his car in to a parking spot. When he got out of his car he saw a man standing beside a blue VW Jetta - noting a gun at Mr. Bullock. The man asked Mr. Bullock what he was doing and Mr. Bullock stated "going to the dentist." He states that the man continued pointing the gun at him and told him to get back into his car. Mr. Bullock got back into his car and states that the man got into the VW and left. Mr. Bullock wrote down the tag number (AL-58A2366). The tag comes back to a 2006 VW Jetta registered to Burton W. Newsome. Mr. Bullock was shown a license picture of Mr. Newsome and verified that he is the man that pointed a gun at him. Mr. Newsome has a Law practice (Newsome Law, LLC) located two doors down from the dentist office Mr. Bullock was visiting. Mr. Bullock states that he has never seen Mr. Newsome before and doesn't know him. The warrant process was explained to Mr. Bullock.													
143 Continued on Supplement		144 Assisting Agency ORI		145 Assisting Agency Case Number		146 Warrant Signed		147 Warrant #		148 Add. Cases Closed		149 Narrative	
150 Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		151 Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		152 Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		153 Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		154 Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		155 Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		156 Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
157 I affirm that I have read this report and that all the information given by me is true and correct.													

ALABAMA UNIFORM INCIDENT/OFFENSE REPORT

1 ORI #	2 Date of Report	3 Time of Report	4 Incident Type	5 Supplement Date	6 Agency Case Number	7 Solix
AL059010000	12/19/12	09:20	1 Incident	11	2101121090771	1
8 Agency Name						9 Sector
Shelby County Sheriff's Office						East
10 Type of Incident or Offense			11 Degree (Circle)		12 UCR Code	
Menacing			1 2 3		13A-6-23	
14 Type of Incident or Offense			15 Degree (Circle)		17 State Code/Local Ordinance	
			1 2 3			
16 Place of Occurrence			Victim Demographics (Where Victim is an Individual)			
194 Narrows Drive Suite 105 Birmingham, AL 35242			20 Sex 21 Race 22 Ethnicity 23 Age			
24 Offender Suspected of Using			25 Juvenile Gang 26 Hate Bias 27 Bias Code			
29 Point of Entry			30 Method of Entry			
31 Loss List			32 Lighting			
33 Occurred from 12/1/12			34 Weather			
35 Time of Event			36 Location Type (Circle)			
37 Day of Week			38 Occurred to 12/19/12			
39 Time of Event			40 Location Type (Circle)			
41 Premises Entered			42 Type Criminal Activity			
43 Property Code			44 Loss Code			
45 Property Code			46 Property Description			
47 Property Description			48 Dollar Value			
49 Stolen Vehicle Only			50 Vehicle Year			
51 Vehicle Make			52 Vehicle Model			
53 Vehicle Color			54 Vehicle VIN Number			
55 Vehicle Year			56 Vehicle Make			
57 Vehicle Model			58 Vehicle Color			
59 Vehicle VIN Number			60 License			
61 Tag Color			62 Tag Number			
63 Tag Color			64 Tag Number			
65 Tag Color			66 Tag Number			
67 Tag Color			68 Tag Number			
69 Tag Color			70 Tag Number			
71 Tag Color			72 Tag Number			
73 Tag Color			74 Tag Number			
75 Tag Color			76 Tag Number			
77 Tag Color			78 Tag Number			
79 Tag Color			80 Tag Number			
81 Tag Color			82 Tag Number			
83 Tag Color			84 Tag Number			
85 Tag Color			86 Tag Number			
87 Tag Color			88 Tag Number			
89 Tag Color			90 Tag Number			
91 Tag Color			92 Tag Number			
93 Tag Color			94 Tag Number			
95 Tag Color			96 Tag Number			
97 Tag Color			98 Tag Number			
99 Tag Color			100 Tag Number			

Tab 7

ELECTRONICALLY FILED
2/13/2015 9:36 AM

01-CV-2015-900190.00

CIRCUIT COURT OF

JEFFERSON COUNTY, ALABAMA
ANNE-MARIE ADAMS, CLERK

IN THE DISTRICT COURT OF SHELBY COUNTY, ALABAMA

DI

STATE OF ALABAMA V.

Burton Wheeler NewsomeCASE NO. DI 2013-1434

This matter comes before the Court by the specific AGREEMENT of the parties. The Defendant is ☒ present, is ☒ represented by counsel and has NOT knowingly and voluntarily waived the right to the same. After due consideration and pursuant to said agreement, all of the following as specifically noted below is hereby ORDERED, ADJUDGED and DECREED.

- () This matter is Dismissed with _____ prejudice.
- ☒ This matter is Continued until 4/01/14 9:00 then to be Dismissed with ☒ prejudice, provided that the defendant have no further incidents/arrests
- () This matter is placed on the Administrative Docket until _____, then to be Dismissed with _____ prejudice, provided that _____
- () DEFENDANT MUST APPEAR IN COURT ON THE ABOVE DATE.

☒ COURT COSTS ARE TAXED AS FOLLOWS:

\$ _____ in further Recoupment to the Fair Trial Tax Fund

\$ 368.00 in Court Costs including \$100.00 Bail Bond Fee

\$ 20.00 as Jail Housing Costs and all jail Medical Expenses

\$ 25.00 to the Crime Victims' Compensation Fund

\$ _____ to the Forensic Science Trust Fund (Act No. 93-733 does _____ apply)

\$ _____ in Restitution to _____

\$ _____ as Worthless Check Cost (IWC # _____)

☒ \$ 413.00 TOTAL to be deducted from Cash Bond

PAYMENT MAY BE MADE BY CERTIFIED CHECK, MONEY ORDER, OR IF IN PERSON BY CASH TO COURT CLERK, P.O. BOX 1810, COLUMBIANA, AL. 35051. THE ABOVE CASE NUMBER SHOULD APPEAR ON ALL PAYMENTS. NOTE: IF THE DEFENDANT FAILS TO MAKE SUCH PAYMENTS AND FAILS TO APPEAR IN COURT ON THE ABOVE DATES SHOWN, THIS MATTER WILL NOT BE DISMISSED AND AN ARREST WARRANT AND BOND FORFEITURE CAN BE ISSUED FOR THE DEFENDANT.

The Defendant does hereby grant a full, complete and absolute Release of all civil and criminal claims stemming directly or indirectly from this case to the State of Alabama, its agents and employees, including, but not limited to the District Attorney for Shelby County, Alabama, his agents and employees; to Shelby County, Alabama, its agents and employees, including, but not limited to the Sheriff of said County, his agents and employees, to any other law enforcement or investigative agencies, public or private, their agents and employees; to any other complainants, witnesses, associations, corporations, groups, organizations or persons in any way related to this matter, to also include the Office of the Public Defender of Shelby County, Alabama, its agents and employees, from any and all actions arising from the instigation, investigation, prosecution, defense, or any other aspect of this matter. The Defendant freely makes this release knowingly and voluntarily. In exchange for this release, this case will be either dismissed immediately, or pursuant to conditions noted above.

ANY FEES OR COSTS NOT SPECIFICALLY TAXED ABOVE ARE HEREBY REMITTED.

The foregoing duly reflects the Agreement of the parties as entered above and as attested by their signatures below.

[Signature]
Complaining Witness

[Signature]
District Attorney

[Signature]
Defendant

[Signature]
Defendant's Attorney

Done and ordered: 11-12-13

[Signature]
DISTRICT JUDGE (SHELBY COUNTY)

Tab 8

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA
BIRMINGHAM DIVISION

**BURT W. NEWSOME; and NEWSOME
LAW, LLC,**

Plaintiffs,

v.

**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

ORDER

This action, which was filed by Burt W. Newsome and Newsome Law, LLC ("collectively the "Newsome Defendants") came before this Court on a Motion for Summary Judgment filed by Defendants Clark Andrew Cooper ("Cooper") and Balch & Bingham LLP ("B&B") (collectively, the "B&B Defendants"). This Court has heard argument on multiple occasions regarding this case, and has reviewed all evidence submitted by the parties. Having considered the written submissions, along with argument, the Court determines as follows:

1. The Complaint filed against the B&B Defendants contains counts for intentional interference with business and contractual relations, defamation, conspiracy and vicarious liability/respondeat superior.

2. The intentional interference claims fail as a matter of law because the Newsome Defendants have “presented no evidence to support a finding of the third element [of intentional interference] – that [Cooper] intentionally interfered with [Newsome’s] employment relationship” with the financial institutions complained of—Iberiabank Corp., Renasant Bank, or Bryant Bank. *Hurst v. Alabama Power Company*, 675 So. 2d 397, 399 (Ala. 1996).

3. The defamation count fails as a matter of law because falsity of the alleged defamatory statement is one of the five elements the Newsome Defendants were required to show to establish a *prima facie* action for defamation. See, e.g., *Ex parte Crawford Broad. Co.*, 904 So. 2d 221, 225 (Ala. 2004): thus, “[t]ruth is a complete and absolute defense to defamation. . . . Truthful statements cannot, as a matter of law, have defamatory meaning.” *Federal Credit, Inc. v. Fuller*, 72 So. 3d 5, 9-10 (Ala. 2011). While Newsome’s arrest did not constitute evidence of wrongdoing, the arrest itself is a fact, and Cooper’s email correspondence attaching Newsome’s mug shot was a true event, which occurred in time.

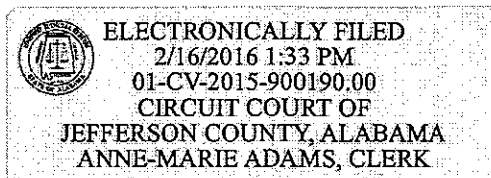
4. Newsome’s conspiracy count fails as a matter of law for a number of reasons, including because a) until Newsome filed this lawsuit, Cooper had never met the other defendant “co-conspirators” in this matter; and b) the Deferred Prosecution Agreement and Release, executed by Newsome, extends to release any of Cooper’s alleged conduct.

5. Newsome Defendants’ vicarious liability/respondeat superior count fails as a matter of law against the B&B Defendants because Newsome has provided absolutely no evidence that Cooper is liable for any wrongdoing whatsoever.

6. Lastly, Newsome's invasion of privacy claim fails as a matter of law because a) neither Cooper nor Balch intruded into a private matter of Newsome's and b) because neither Cooper nor Balch publicized any fact relating to Newsome.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that all claims against Clark Andrew Cooper and Balch & Bingham LLP are hereby dismissed with prejudice, costs taxed as paid.

CIRCUIT JUDGE



IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA
BIRMINGHAM DIVISION

NEWSOME BURT W,
NEWSOME LAW LLC,
Plaintiffs,

V.

Case No.: CV-2015-900190.00

COOPER CLARK ANDREW,
BALCH & BINGHAM LLP,
SEIER CLAIBORNE P,
BULLOCK JOHN FRANKLIN JR.,
Defendants.

ORDER

[This action, which was filed by Burt W. Newsome and Newsome Law, LLC ("collectively the 'Newsome Defendants'") came before this Court on a Motion for Summary Judgment filed by Defendants Clark Andrew Cooper ("Cooper") and Balch & Bingham LLP ("B&B") (collectively, the "B&B Defendants"). This Court has heard argument on multiple occasions regarding this case, and has reviewed all evidence submitted by the parties. Having considered the written submissions, along with argument, the Court determines as follows:

1. The Complaint filed against the B&B Defendants contains counts for intentional interference with business and contractual relations, defamation, conspiracy and vicarious liability/respondeat superior.
2. The intentional interference claims fail as a matter of law because the Newsome Defendants have "presented no evidence to support a finding of the third element [of intentional interference] -- that [Cooper] intentionally interfered with [Newsome's] employment relationship" with the financial institutions complained of—Iberiabank Corp., Renasant Bank, or Bryant Bank. *Hurst v. Alabama Power Company*, 675 So. 2d 397, 399 (Ala. 1996).
3. The defamation count fails as a matter of law because falsity of the alleged defamatory statement is one of the five elements the Newsome Defendants were required to show to establish a prima facie action for defamation. See, e.g., *Ex parte Crawford Broad. Co.*, 904 So. 2d 221, 225 (Ala. 2004); thus, "[t]ruth is a complete and absolute defense to defamation. . . . Truthful statements cannot, as a matter of law, have defamatory meaning." *Federal Credit, Inc. v. Fuller*, 72 So. 3d 5, 9-10 (Ala. 2011). While Newsome's arrest did not constitute evidence of wrongdoing, the arrest itself is a fact, and Cooper's email correspondence attaching Newsome's mug shot was a true event, which occurred in time.
4. Newsome's conspiracy count fails as a matter of law for a number of reasons, including because a) until Newsome filed this lawsuit, Cooper had never met the other defendant "co-conspirators" in this matter; and b) the Deferred Prosecution Agreement and Release, executed by Newsome,

- extends to release any of Cooper's alleged conduct.
5. Newsome Defendants' vicarious liability/respndeat superior count fails as a matter of law against the B&B Defendants because Newsome has provided absolutely no evidence that Cooper is liable for any wrongdoing whatsoever.
 6. Lastly, Newsome's invasion of privacy claim fails as a matter of law because a) neither Cooper nor Balch intruded into a private matter of Newsome's and b) because neither Cooper nor Balch publicized any fact relating to Newsome.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that all claims against Clark Andrew Cooper and Balch & Bingham LLP are hereby dismissed with prejudice, costs taxed as paid.

DONE this [To be filled by the Judge].

/s/ [To be filled by the Judge]

CIRCUIT JUDGE

PROPOSED ORDER