



**IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA
BIRMINGHAM DIVISION**

JAMES A. HARRIS, JR;)
CLYDE O.WESTBROOK, III;)
HARRIS & HARRIS, LLP;)
WALDREP STEWART & KENDRICK, LLC,)
AND WAYNE MORSE, JR.,)

Plaintiffs,)

CASE NO.:

vs.)

ANDREW P. CAMPBELL, AND)
CAMPBELL GUIN, LLC)

Defendants.)

COMPLAINT

PARTIES

1. Plaintiffs James A. Harris, Jr. and Clyde O. Westbrook, III are attorneys licensed to practice in the State of Alabama and have their offices in Jefferson County. Said attorneys are associated with the firm of Harris & Harris, LLP. Hereinafter, both said individual attorneys and the law firm will be referred to as "Harris".

2. Plaintiff Wayne Morse, Jr. is an attorney licensed to practice in the State of Alabama and has an office in Jefferson County. Wayne Morse, Jr. is associated with the law firm of Waldrep Stewart & Kendrick, LLC. Hereinafter, both said attorney and the law firm will be referred to as "Morse".

3. Defendant Andrew P. Campbell is an attorney licensed to practice in the State of Alabama and has an office in Jefferson County. Said attorney is associated with the law firm of Campbell Guin, LLC. Hereinafter, both said attorney and the law firm will be referred to as "Campbell".

JURISDICTION AND VENUE

4. This Court has jurisdiction over the subject matter of this action under ALA. CODE § 12-11-30 (1975).

5. Venue is proper in the Circuit Court of Jefferson County because a substantial part of the acts and omissions giving rise to this civil action arose in Jefferson County. ALA. CODE § 6-3-7 (1975).

STATEMENT OF FACTS

6. In the fall of 2014, Darryl Crompton (hereinafter "Crompton"), a non-party, retained Harris and Morse to represent him in a lawsuit against Tuskegee University. Crompton is a former Tuskegee University employee, counsel, and professor whose employment and tenure with said University was terminated wrongfully.

7. On behalf of Crompton, Harris and Morse gathered facts, reviewed documents, conducted legal research, and prepared and filed a complaint in the United States District Court for the Middle District of Alabama against Tuskegee University seeking damages for breach of contract and various torts. Said litigation was contentious. Among other things, Harris and Morse participated in discovery and resisted a dispositive motion. The substantial work performed by Harris and Morse was conducted on a contingency fee basis.

8. In March of 2015, Harris and Morse decided, with Crompton's permission, to refer the case to another attorney for continued representation of Crompton. Morse contacted Campbell. Before Morse could finish describing the complete nature of the case to Campbell, Campbell enthusiastically stated that he wanted the case, he was excited about handling the case, and that his firm paid referral fees, and that his firm would pay a fair and reasonable attorney's fee to Harris and Morse for the substantial

work done on behalf of Crompton. Based on the aforesaid promises and representations, Harris and Morse referred the case to Campbell.

9. Following the referral, Harris and Morse continued to contribute to the prosecution of the action and to assist Campbell in handling the case on behalf of Crompton against Tuskegee University.

10. Following the aforesaid referral, Campbell continued to promise payment of a fee for Harris and Morse. For example, in an email, dated January 28, 2016, while involved in settlement negotiations in said case, Campbell wrote Morse concerning the fee, saying, "we will agree on something that's fair based on a percentage." A copy of said email is attached hereto as "Exhibit A".

11. Thereafter, the Crompton lawsuit against Tuskegee University went to trial and a judgment was secured on behalf of Crompton. Subsequently, the matter was settled. Campbell secured a generous fee for his efforts on behalf of Crompton and for the efforts of Harris and Morse. After the judgment was secured, despite efforts by Morse to discuss the promised fee, Campbell refused to even discuss such a fee. Campbell has paid no fee to Harris or Morse for work done on behalf of Crompton, despite bills for same.

12. The aforesaid conduct constitutes a breach of the agreement reached between Harris, Morse, and Campbell. Harris and Morse have suffered damages because of the wrongful conduct of Campbell.

COUNT ONE
(Breach of Agreement)

13. Plaintiffs adopts paragraphs 1 through 12 as if fully set forth herein.

14. Campbell breached the agreement to pay Harris and Morse a fee for legal

services rendered to Crompton. Consequently, Harris and Morse were damaged as a result of same.

WHEREFORE, PREMISES CONSIDERED, Plaintiffs pray that a judgment will be entered against Campbell for a fair and reasonable sum commensurate with the work performed by Harris and Morse on behalf of Crompton, the agreement of the parties hereto, and the fee received by Campbell.

COUNT TWO
(Promissory Estoppel)

15. Plaintiffs adopt paragraphs 1 through 14 of as if fully set forth herein.

16. Campbell agreed to pay a fee to Harris and Morse for the work that had already been performed and would continue to be performed on Crompton's behalf in his lawsuit against Tuskegee University.

17. Campbell represented that Campbell, Harris, and Morse would make a fair apportionment of the ultimate fee received by Campbell.

18. Harris and Morse relied upon Campbell's representation by recommending Campbell for Crompton's representation and continuing to work on Crompton's lawsuit.

WHEREFORE, PREMISES CONSIDERED, Plaintiffs pray that a judgment will be entered against Campbell for a fair and reasonable sum commensurate with the work performed by Harris and Morse on behalf of Crompton, the agreement of the parties hereto, and the fee received by Campbell.

s/ James A. Harris, Jr.
James A. Harris, Jr. (HAR170)
Clyde O. "Tres" Westbrook, III (WES025)

Attorneys for James A. Harris, Jr., Clyde O. Westbrook, III, Harris & Harris, LLP, Wayne Morse, Jr., and Wallace Stewart & Kendrick, LLC

OF COUNSEL:

Harris & Harris, LLP
2501 20th Place South
Suite 450
Birmingham, AL 35223
TEL: (205) 871-5777
FAX: (205) 871-0029
Email: jim@harris-harris.com
Email: tres@harris-harris.com

JURY DEMAND

PLAINTIFFS DEMAND TRIAL BY STRUCK JURY ON ALL CLAIMS.

s/ James A. Harris, Jr.
OF COUNSEL

DEFENDANTS TO BE SERVED BY PROCESS SERVER AS FOLLOWS:

Andrew P. Campbell
Campbell Guin
505 20th Street North, Suite 1600
Birmingham, AL 35203

**Jennifer Poole**

From: Wayne Morse
Sent: Monday, March 13, 2017 9:33 AM
To: Jennifer Poole
Subject: FW: Darryl

From: Wayne Morse
Sent: Thursday, January 28, 2016 1:18 PM
To: tres@harris-harris.com
Cc: Jim Harris
Subject: FW: Darryl

Wayne Morse
Waldrep Stewart & Kendrick, LLC
2323 Second Avenue North
Birmingham, AL 35203
Direct Dial: 205.327.8325
Cell: 205.616.4539
Fax: 205.324.3802

From: Andy Campbell [mailto:Andy.Campbell@Campbellguin.com]
Sent: Thursday, January 28, 2016 1:18 PM
To: Wayne Morse <morse@wskllc.com>
Subject: Re: Darryl

If and when we get there , we will agree on something that's fair based on a percentage . It's not going to happen today with Lisa in charge

Sent from my iPhone

On Jan 28, 2016, at 1:06 PM, Wayne Morse <morse@wskllc.com<mailto:morse@wskllc.com>> wrote:
I discussed with Darryl that you said you would pay a referral fee and protect time and expenses for Tres and me.

Wayne Morse
Waldrep Stewart & Kendrick, LLC
2323 Second Avenue North
Birmingham, AL 35203
Direct Dial: 205.327.8325
Cell: 205.616.4539
Fax: 205.324.3802

From: Andy Campbell [mailto:Andy.Campbell@Campbellguin.com]
Sent: Thursday, January 28, 2016 1:04 PM
To: Wayne Morse <morse@wskllc.com<mailto:morse@wskllc.com>>
Subject: Re: Darryl

Wayne : in a federal case , the client has to know and agree to the referral fee . You and I have not discussed a specific referral fee but discussed it generally . Have you and Darryl discussed it ? By the way , I think it is all academic as they have only offered 50k

Sent from my iPhone

On Jan 28, 2016, at 12:58 PM, Wayne Morse <morse@wskllc.com<mailto:morse@wskllc.com>> wrote:
We discussed a referral fee also. When there is a settlement, Tres and I need to get paid, but I know you know that.

Wayne Morse
Waldrep Stewart & Kendrick, LLC
2323 Second Avenue North
Birmingham, AL 35203
Direct Dial: 205.327.8325
Cell: 205.616.4539
Fax: 205.324.3802

From: Andy Campbell [mailto:Andy.Campbell@Campbellguin.com]
Sent: Thursday, January 28, 2016 12:57 PM
To: Wayne Morse <morse@wskllc.com<mailto:morse@wskllc.com>>
Cc: Janie M. Oden <Janie.Oden@Campbellguin.com<mailto:Janie.Oden@Campbellguin.com>>
Subject: Re: Darryl

I'll pass it along to Darryl

Sent from my iPhone

On Jan 28, 2016, at 12:52 PM, Wayne Morse <morse@wskllc.com<mailto:morse@wskllc.com>> wrote:
Andy:

I have \$40,870.00 in time in Darry's case and \$2,578.51 in expenses.

Thought you should know because you're mediating. Tres Westbrook will have some time also. I'll let you know what he has in it.

MORSE