

**IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA**

NICOLE WADE; JONATHAN GRUNBERG;
TAYLOR WILSON; WADE, GRUNBERG &
WILSON, LLC;

Plaintiffs,

v.

L. LIN WOOD and L. LIN WOOD, P.C.,

Defendants.

Civil Action No.
2020-CV-339937

**AFFIDAVIT OF L. LIN WOOD IN OPPOSITION TO PLAINTIFFS' EMERGENCY
MOTION FOR PRELIMINARY INJUNCTION**

I, L. Lin Wood, being duly sworn, depose and state as follows:

1. My name is L. Lin Wood. I am over 18 years of age and of sound mind, and I am capable of making this affidavit. I submit this affidavit in support of Defendants' Opposition to Plaintiffs' Emergency Motion for Preliminary Injunction. I have personal knowledge of the facts set forth herein, and, if called to testify about those facts, I could and would do so competently and under oath.

2. I am a licensed attorney in the State of Georgia and have been practicing law in the state for 43 years. In 1997, I formed L. Lin Wood, P.C. ("LLW PC"), a professional corporation registered to transact business in Georgia, for the purpose of conducting my law practice. I am and always have been the President and sole owner of LLW PC.

3. From 2011 to 2014, I practiced law with the firm of Wood, Hernacki & Evans, LLC, a limited liability company that was comprised of the following members: LLW PC, The Hernacki Law Firm, LLC, and Stacey Godfrey Evans, LLC. The office of Wood, Hernacki &

Evans, LLC was located in the Regions Plaza building at 1180 West Peachtree Street NE, Suite 2400, Atlanta, Georgia 30309.

4. I began working with Plaintiff Jonathan Grunberg when he joined Wood, Hernacki & Evans, LLC as an associate in 2012.

5. In 2014, the members of Wood, Hernacki & Evans, LLC decided to close the firm and later dissolved the LLC. I chose to remain in the Regions Plaza office (Suite 2400) and practice law under the name of my professional corporation, LLW PC. I also decided to hire Mr. Grunberg as an associate of LLW PC (i.e., a W-2 employee).

6. In 2015, Plaintiff Nicole Wade left the law firm of Bryan Cave, LLP, where she was a partner, and formed her own limited liability company, Wade Law, LLC, through which she conducted her law practice. I agreed for Ms. Wade to share office space with LLW PC and work on cases with me. At Ms. Wade's request, and because I wanted to help her, I agreed to identify her publicly as a "partner" of LLW PC, although she had no ownership interest in the firm's assets or accounts receivables and no responsibility for any firm liabilities, nor did she have any rights with regard to the management of the firm. Rather, I basically permitted Ms. Wade to operate her independent law practice from the office of LLW PC. She contributed to the overhead expenses of the office and was compensated for her work on cases of LLW PC, although she also had clients and cases of her own. When I paid Ms. Wade for her work on a case of LLW PC, I made payment to Wade Law, LLC.

7. In November 2015, I hired Plaintiff Taylor Wilson as an associate of LLW PC (i.e., a W-2 employee).

8. In early 2018, I informed Messrs. Grunberg and Wilson that I no longer wished to employ them as associates of LLW PC and that they should instead form their own professional

corporations, develop their own law practices and become financially independent of LLW PC. I considered this to be an important and necessary step in their careers and told them so.

9. Following this conversation, in February 2018, Messrs. Grunberg and Wilson formed their own limited liability companies, J.D. Grunberg, LLC and G. Taylor Wilson, LLC. In April 2018, they also formed a limited liability company together, Grunberg & Wilson, LLC. As reflected in the Operating Agreement of Grunberg & Wilson, LLC, a true and correct copy of which is attached hereto as **Exhibit A**, Messrs. Grunberg and Wilson conducted their law practices through this company. (Note that some of the documents attached to this Affidavit have been redacted to protect confidential information and the identities of third parties.) For example, the Operating Agreement identifies the company's principal place of business as 1180 West Peachtree Street, NE, Suite 2400, Atlanta, Georgia 30309, which was the office of LLW PC.

10. From this point forward, Messrs. Grunberg and Wilson were not employees of LLW PC, but rather, like Ms. Wade, they were participants—through their LLC—in an office sharing arrangement with LLW PC. Accordingly, Messrs. Grunberg and Wilson contributed to the overhead expenses of the office and were compensated for their work on cases of LLW PC, although they also had clients and cases of their own. When I paid Messrs. Grunberg and Wilson for their work on a case of LLW PC, I generally made payment to Grunberg & Wilson, LLC.

11. At the request of Messrs. Grunberg and Wilson, and because I wanted to help them, I agreed to identify them publicly as “partners” of LLW PC, but like Ms. Wade, they had no actual ownership interest in the firm's assets or accounts receivables and no responsibility for any firm liabilities, nor did they have any rights with regard to the management of the firm.

12. In July 2018, I decided to move LLW PC to a new office (Suite 2040) within the Regions Plaza building. The lease agreement identified the tenant as LLW PC, and I signed the

agreement on behalf of LLW PC. Consistent with our office sharing arrangement, each individual Plaintiff also signed the lease, making them personally liable along with LLW PC, and we agreed to split the rental obligation and other office operating costs four ways.

13. We moved into Suite 2040 in September 2018. From then until February 2020, pursuant to our office sharing arrangement, Plaintiffs shared office space with LLW PC and worked on certain cases for clients of the firm, as well as on cases for clients they brought in. Plaintiffs and I split the overhead expenses of the office four ways, with each of us paying 25%. When I paid Plaintiffs for their work on a case with LLW PC, I made payment to their individual LLCs (or, in the case of Messrs. Grunberg and Wilson, to Grunberg & Wilson, LLC). Upon information and belief, each Plaintiff had a bank account in the name of their individual LLC.

14. Between 2016 and January 2019, Plaintiffs primarily worked on one large case for a client of LLW PC. When that case settled in January 2019 and resulted in a large fee for LLW PC, I requested that the client consent to how that fee would be divided between LLW PC, Ms. Wade, Mr. Grunberg, Mr. Wilson, and another attorney who worked on the case. A true and correct copy of the settlement statement in that case is attached hereto as **Exhibit B**.

15. Shortly after that case settled, on January 28, 2019, the clients in the case that is at the center of this controversy (the “Disputed Case”) engaged LLW PC and another law firm to represent them. I asked Plaintiffs to assist me with the Disputed Case. Plaintiffs had no agreement with the clients in the Disputed Case. Plaintiffs also had no agreement with me or LLW PC regarding how they would be compensated for their work, or how any fee received by LLW PC in the Disputed Case would be divided with them.

16. In the fall of 2019, my relationship with Plaintiffs began to deteriorate after Plaintiffs questioned my handling of a case in a way that was disrespectful and insulting.

17. In December 2019, I tried a difficult case with Plaintiffs in Los Angeles, California, which further strained our relationship.

18. In early 2020, I was physically and emotionally exhausted from the trial and from a demanding travel schedule to visit my family members at Christmas.

19. I informed Plaintiffs that I was considering semi-retiring, but they discouraged me from doing so and instead suggested that I continue practicing on a reduced basis. Seeking to take advantage of my name and reputation, they asked me to rebrand my firm (LLW PC) as “Wood, Wilson, Grunberg & Wade,” which I reluctantly agreed to do in order to help them. To be clear, though, we never formed a legal entity called “Wood, Wilson, Grunberg & Wade,” and LLW PC was only referred to by this name for a matter of weeks.

20. The conversations with Plaintiffs about my future and the future of my firm were difficult and upsetting. Plaintiffs also began to speak with members of my family during this time and to suggest to them that I was experiencing mental health issues, which was also upsetting because while I was mentally and physically exhausted, I knew that my mental health was fine. Finally, the Disputed Case suddenly and unexpectedly settled around this time, and Plaintiffs demanded a large portion of the anticipated fee of LLW PC, which I did not think they deserved. The combination of these events and exhaustion from work sent me into an emotional tailspin, and admittedly I was not myself.

21. On February 10, 2020, I met with Mr. Grunberg and Ms. Wade at my home, resulting in a heated argument. Later that day, I received a text message from Ms. Wade apologizing for “how things ended up this morning.” Ms. Wade wrote, “I know you have been having a difficult time, and I truly am sorry for what you have been going through. . . . I don’t know what was said to you today, but I want you to know that I don’t think you’re crazy. Never

have.” She then suggested that I get a physical to show my family that I am “listening to them and . . . nothing is physically wrong. What’s the harm? I know that these problems with them are ripping you apart, and it hurts my heart to see it.” Ms. Wade concluded the text message, “I do love you—always have. And whatever happens with our law practice, if you need me, I will be there for you.” A true and correct copy of the text message that Ms. Wade sent to me on February 10, 2020 is attached hereto as **Exhibit C**.

22. Despite Ms. Wade’s message, my relationship with Plaintiffs continued to deteriorate. On February 14, 2020, I decided that I no longer wished to have any association with Plaintiffs. I ordered them to pack up their belongings and move out of the office at Regions Plaza, and I had building security change the locks.

23. On February 17, 2020, I spoke with Plaintiffs by phone about the termination of our office sharing arrangement, including how to divide the fees we anticipated receiving in eight cases that we were working on together. Four of the cases had already settled, including the Disputed Case, but the fees for those cases had not yet been received. To be clear, prior to this date, Plaintiffs and I had no agreement about how the fees in these cases would be divided, nor had any proposed “fee splits” been presented to the clients for approval.

24. During this meeting, I reached a tentative agreement with Plaintiffs concerning how to divide the fees that we expected to receive in these various cases, which was subsequently documented in an email sent to me later that day by Mr. Wilson, copying Mr. Grunberg and Ms. Wade. A true and correct copy of the email sent to me by Mr. Wilson on February 17, 2020 is attached hereto as **Exhibit D**.

25. In his email, Mr. Wilson described the fee splits as “extremely fair and more generous than [Plaintiffs’ own] proposals.” One of the four settled cases, the Disputed Case,

involved a significant anticipated fee. In his email, Mr. Wilson described my proposal to split the fee in the Disputed Case evenly with Plaintiffs as “particularly generous.”

26. Mr. Wilson also noted that Plaintiffs anticipated “re-activating” the law firm of Wade, Grunberg & Wilson, LLC, which I was surprised to hear as I was not even aware that the firm existed. I later learned that Plaintiffs had formed the firm back in 2018.

27. The following day, on February 18, 2020, Mr. Grunberg sent an email to me in which he thanked me for my commitment to supporting Plaintiffs and said he also wanted to “apologize for any pain I’ve caused you.” Mr. Grunberg expressed gratitude for the time he had shared with me, commenting that “there was far more good than difficult” and that he hoped to make me proud “as an acolyte who learned most of what he knows about the law as a profession from you.” Mr. Grunberg signed the email, “Thank you and love you, Jonathan.” A true and correct copy of the email to me sent by Mr. Grunberg on February 18, 2020 is attached hereto as **Exhibit E**. This email is consistent with Plaintiffs’ many comments to me over the years, and during 2020, in which they expressed gratitude and love for me and the many professional opportunities I provided them.

28. Despite the discussion that took place on February 17, 2020, Plaintiffs and I were unable to resolve all of our differences, and we each retained counsel to assist with the ongoing business dispute. After extensive negotiations, the parties executed a document titled “Settlement Agreement and General Release” on March 17, 2020 (“Settlement Agreement”). A true and correct copy of the Settlement Agreement is attached to Plaintiffs’ First Amended Verified Complaint as Exhibit A.

29. Prior to drafting and executing the Settlement Agreement, Plaintiffs and I explicitly discussed the fact that dividing the fees in the cases that we were working on together between our respective law firms would require the clients' consent.

30. On February 22, 2020, my co-counsel in the Disputed Case, who had the primary relationship with the clients in that case, wrote to Plaintiffs' counsel and explained his opinion that "[the clients] control the fees to be paid from the [Disputed Case] settlement and at best are obligated to pay your clients in quantum meruit for their services. Absent an agreement, we do not and shall not agree that any fees due to LLW PC be divided with any other lawyers except on a quantum meruit basis. We believe this is consistent with our agreement with LLW PC and the law in general." A true and correct copy of the February 22, 2020 email from my co-counsel to Plaintiffs' counsel is attached hereto as **Exhibit F**.

31. On February 27, 2020, I sent an email to Plaintiffs and their counsel advising that I had obtained client consent to the proposed fee splits in two of the three settled cases involving clients of LLW PC. However, I reminded them that the clients in the Disputed Case had indicated they would only agree to pay Plaintiffs a quantum meruit fee for the work they had performed on the case (rather than 50% of LLW PC's fee as had previously been discussed with Plaintiffs); accordingly, I requested documentation of the time that Plaintiffs had spent on the Disputed Case. A true and correct copy of my February 27, 2020 email is attached hereto as **Exhibit G**.

32. In the same email, I offered to provide Plaintiffs with an unsecured, low interest line of credit in the amount of \$500,000 to assist them in operating their firm, Wade, Grunberg & Wilson, LLC.

33. In response to this email and offer of assistance, Plaintiffs' counsel threatened to place a lien on the settlement funds in the Disputed Case, which at the time were expected to be received shortly.

34. On March 1, 2020, my co-counsel in the Disputed Case sent another email to Plaintiffs' counsel, explaining that the applicable lien statute allows only the parties to a fee agreement to assert a lien. He explained further that because Plaintiffs did not have an agreement with the clients in the Disputed Case, they could not assert a lien and would only be entitled to a quantum meruit fee, which the clients had indicated they would support paying to help resolve the dispute. A true and correct copy of my co-counsel's March 1, 2020 email is attached hereto as **Exhibit H**.

35. On March 11, 2020, Plaintiffs' counsel sent an email to my attorneys claiming that his clients had "substantial email documentation" of the work they had performed on the Disputed Case and that it supported their claimed portion of my firm's fee. True and correct copies of Plaintiffs' counsel's March 11, 2020 email and attachment are attached hereto as **Exhibit I**.

36. Plaintiffs' counsel failed to provide that documentation, however, and has since refused on multiple occasions to provide it to me, my attorneys, or the client in the Disputed Case. To date, such alleged documentation has never been provided, even though the client in the Disputed Case has specifically requested it.

37. On March 17, 2020, after considerable negotiation, Plaintiffs and I entered into the aforementioned Settlement Agreement, which included the same fee splits for the eight cases that had been discussed back on February 17, 2020, including the Disputed Case. The parties also expressly acknowledged that some cases (5 of the 8) involved clients of LLW PC, and other cases (3 of the 8) involved clients of Plaintiffs. Despite the parties' previous back and forth over the

issue of client consent to the fee split for the Disputed Case, Plaintiffs required no representations from me in the Settlement Agreement that I had obtained, or would obtain, such consent. Although I made no representations regarding client consent, I expected to be able to obtain such consent.

38. The Settlement Agreement provided that Plaintiffs would pay to LLW PC the amount of \$285,000 in full satisfaction of their obligations under the lease agreement for the Regions Plaza office suite. This amount was to be offset from the fee splits that LLW PC owed to Plaintiffs. Specifically, the Settlement Agreement provided that within 72 hours of LLW PC receiving its fee in the Disputed Case, LLW PC would pay to Plaintiffs their agreed upon portion of that fee, plus their portion of the smaller fees in two other settled cases involving clients of LLW PC, minus what Plaintiffs owed for the lease obligation. The Settlement Agreement did not, however, condition Plaintiffs' responsibility to pay the lease obligation on any other aspect of our deal.

39. The Settlement Agreement contained a non-disparagement provision in Section 3 (the "Non-Disparagement Clause"), which among other things permits the parties to provide truthful information about each other during the pendency of any state court proceeding. The Settlement Agreement does not provide for injunctive relief as a remedy for a breach of the Non-Disparagement Clause.

40. The settlement in the Disputed Case required court approval. After the Settlement Agreement was executed, my co-counsel in the Disputed Case informed me that all hearings had been postponed due to the COVID-19 crisis, and therefore court approval of the settlement in that case was going to be delayed. My attorneys promptly passed this message on to Plaintiffs' counsel. A true and correct copy of the March 17, 2020 email correspondence regarding the court hearing in the Disputed Case is attached hereto as **Exhibit J**.

41. On March 18, 2020, I wrote to Plaintiffs and again offered them an unsecured, low interest line of credit in the amount of \$500,000 due to the unexpected delay regarding the settlement in the Disputed Case. I had no legal or contractual obligation to make this offer; rather, I made it because I cared about Plaintiffs and wanted to help them. Plaintiffs declined my offer. A true and correct copy of my March 18, 2020 email correspondence with Plaintiffs is attached hereto as **Exhibit K**.

42. On April 4, 2020, I wrote to Mr. Grunberg to check in on him and his family as they quarantined during the COVID-19 pandemic. I explained that I bore no ill will toward him but, to the contrary, was praying for him and his family and wished him success. Mr. Grunberg responded on April 5, 2020, thanking me for my “kind message” and signing the email “With love, Jonathan.” A true and correct copy of my email correspondence with Mr. Grunberg is attached hereto as **Exhibit L**.

43. Following the execution of the Settlement Agreement, I referred numerous potential clients to Plaintiffs to try and help them. For example, between March 18 and August 24, 2020, I referred approximately 30 potential clients to Mr. Wilson, who I described as an “excellent lawyer.” I also referred at least one case to Ms. Wade, citing to the potential client her “great experience” and prior involvement in a similar matter. I also noted that Ms. Wade and her law partners were a “really good team.” A true and correct copy of my email correspondence with Mr. Wilson and Ms. Wade regarding these referrals is attached hereto as **Exhibit M**.

44. On July 23, 2020, I recommended Mr. Wilson for admission to the State Bar of Tennessee. A true and correct copy of my July 23, 2020 email to Mr. Wilson regarding this recommendation is attached hereto as **Exhibit N**.

45. In short, nothing I did or said between the time the Settlement Agreement was executed and a signed and verified copy of this lawsuit was sent to my attorneys could be described as criticizing or disparaging Plaintiffs. To the contrary, I repeatedly praised them to third parties, offered them financial support, and referred them potential clients. I lived up to my obligations under the Non-Disparagement Clause in all respects.

46. On April 29, 2020, I sent an email to Plaintiffs advising them that, due to further court delays because of COVID-19 and concerns about maintaining the settlement's confidentiality, the settlement in the Disputed Case would not take place until the summer. A true and correct copy of my April 29, 2020 email to Plaintiffs is attached hereto as **Exhibit O**.

47. On July 24, 2020, when receipt of the settlement funds in the Disputed Case appeared imminent, my co-counsel presented the client with a form to sign, consenting to the fee split between LLW PC and Plaintiffs as set forth in the Settlement Agreement. The form accurately indicated that I requested that the client sign the document and thereby consent to the fee split as set forth in the Settlement Agreement.

48. Nevertheless, after consulting independently with the aforementioned attorney, the client indicated that he would not provide his consent to the fee split until he could obtain sufficient records to evaluate whether Plaintiffs' portion of my firm's fee was reasonable and in proportion to the services that Plaintiffs had performed in the Disputed Case.

49. Later that same day, my attorneys wrote to Plaintiffs' counsel advising him of this issue and requesting documentation of Plaintiffs' work on the Disputed Case so that it could be provided to the client. A true and correct copy of the July 24, 2020 correspondence from my attorneys is attached hereto as **Exhibit P**. I understand that Plaintiffs and their counsel completely ignored this request.

50. After my attorneys sent a follow-up email on August 7, 2020, Plaintiffs' counsel finally responded and argued for the first time that client consent to the fee split was not required. Based on that position, and despite the client's specific request, Plaintiffs did not provide or otherwise address the requested time records. A true and correct copy of the August 7, 2020 correspondence from Plaintiffs' counsel is attached hereto as **Exhibit Q**.

51. On August 10, 2020, my attorneys again requested Plaintiffs' time records in the Disputed Case and noted that such records should be readily available since Plaintiffs' counsel had reported on March 11, 2020 that his clients had "substantial email documentation" to support their position regarding the amount of work they had performed on the Disputed Case. A true and correct copy of the August 10, 2020 correspondence from my attorneys is attached hereto as **Exhibit R**.

52. Plaintiffs again refused to provide any records or explanation of their work on the Disputed Case. Instead, they chose to file this lawsuit, dredge up old and irrelevant messages that I sent during a difficult time in my personal life, and make allegations against me in a concerted effort to tarnish my reputation in the public eye and obtain a fee that their own client had not approved.

53. On August 25, 2020, Plaintiffs' counsel sent an email to my attorneys, attaching the Verified Complaint in this action (which was already signed by Plaintiffs), and advised that it would be filed at 5:00 p.m. on August 27, 2020 if payment of the fee splits in the Settlement Agreement was not received. A true and correct copy of the August 25, 2020 email from Plaintiffs' counsel is attached hereto as **Exhibit S**. When their counsel sent that email, Plaintiffs had to know that I could not make the payment unless and until our client gave his consent, and that the client

had indicated that he was unwilling to give that consent unless and until Plaintiffs produced their billing records—which Plaintiffs were refusing to do.

54. The Verified Complaint falsely accused me of fraud and included approximately 100 paragraphs of irrelevant factual allegations including out-of-context excerpts from the aforementioned private messages that have no arguable relevance to the March 17, 2020 Settlement Agreement.

55. On August 26, 2020, having learned that this lawsuit would be filed and made public imminently, I contacted some clients that I shared with Plaintiffs to explain my position on the fraud allegations, as well as on the private messages that were going to be publicized through Plaintiffs' improper filing.

56. Later that day, my attorneys had a call with Plaintiffs' counsel and proposed mediation (on a fast track) or at least a face-to-face meeting of the parties to attempt to resolve the issue regarding the fee split for the Disputed Case. That proposal was rejected. A true and correct copy of the August 27, 2020 email from Plaintiffs' counsel is attached hereto as **Exhibit T**.

57. Plaintiffs' counsel instead sent a new, increased settlement demand and also requested that I retract the statements that I had made about Plaintiffs to the aforementioned joint clients. A true and correct copy of the August 27, 2020 correspondence from Plaintiffs' counsel is attached hereto as **Exhibit U**.

58. At the request of my attorneys, Plaintiffs' counsel extended the deadline for responding to the settlement demand until noon on August 31, 2020. In my response to the settlement demand, I conveyed, through my attorneys, my belief that public disputes over fees and the Rules of Professional Conduct insult the legal profession. I further explained that when disagreements over fees arise, lawyers owe it to themselves, their clients, and their profession to

sit down and attempt to work out the issues in good faith. I reminded Plaintiffs that they have a duty to comply with the ethics rules, and that I was not able to ignore the request by the client in the Disputed Case to review their billing records before consenting to the proposed fee split. Accordingly, I renewed my offer to have an in-person settlement meeting, but also suggested that the matter be submitted to binding arbitration so that a neutral party could determine the correct application of the ethics rules to the fee-split provisions in the Settlement Agreement. A copy of the August 31, 2020 correspondence sent by my attorneys is attached hereto as **Exhibit V**.

59. Plaintiffs rejected my proposals to resolve this issue privately and instead filed their Verified Complaint on August 31, 2020. The Verified Complaint asserted claims against me and my law firm for breach of contract, fraudulent inducement, punitive damages, and attorneys' fees. As demonstrated by the *thirty pages* containing completely irrelevant "detailed facts" and excerpts from private messages that are clearly meant to embarrass me, these claims are frivolous, groundless in fact and law, and constitute abusive litigation. A true and correct copy of an abusive litigation notice sent by my attorneys on August 31, 2020 is attached hereto as **Exhibit W**.

60. Plaintiffs' allegation that I never intended to perform under the Settlement Agreement is false and is belied by my actions described above. I did not defraud Plaintiffs. There was no change in position that reflected a fraudulent scheme; rather, by the time the issue came to a head, my co-counsel in the Disputed Case and I had been telling Plaintiffs for five months that client consent was required in order for the fee split in the Settlement Agreement to be valid. The publicly filed complaint was littered with false statements and completely irrelevant factual allegations taken out of context and edited to create a false impression of what had transpired in the past.

61. I am a deeply religious man and a man of honor and when publicly accused of fraud by those who were once so close to me, I had to defend my honor—as I am absolutely entitled to do under the Non-Disparagement Clause.

62. As discussed above, after reviewing a copy of the draft (but signed) Verified Complaint on August 25, 2020, accusing me of fraud, I sent a privileged email to a client that I still shared with Plaintiffs. (Plaintiffs have included a redacted copy of that email in their court filings.) The email contained the following truthful statement related to the impending state proceeding: “Nicole Wade and her law partners are preparing to sue me tomorrow for fraud in a frivolous lawsuit intended to extort money . . . that they did not earn as demonstrated by their refusal to document their time as requested by [the client in the Disputed Case].”

63. Other statements that I made to the press and on social media between September 1, 2020 (after the Verified Complaint was filed) and September 12, 2020, commented similarly on the lawsuit and Plaintiffs’ improper purposes in bringing it. None of my statements included any threats directed toward Plaintiffs.

64. I have nearly 200,000 followers on Twitter and do not read and certainly do not respond to every message I receive in response to a “tweet” that I send. I do not recall seeing any of the responses to my tweets that Plaintiffs’ complain of in their First Amended Verified Complaint and Emergency Motion for Preliminary Injunction, in which individuals arguably threatened or encouraged physical violence against Plaintiffs. Had I seen any such messages, I would have opposed and discouraged those people from taking any such action. To be clear, while I am angry and disappointed with Plaintiffs for what they have done to me, I absolutely do not wish them any physical harm.

65. On September 10, 2020, my attorneys responded to the retraction demand from Plaintiffs' counsel and explained that the statements I had made to the clients I jointly represent with Plaintiffs were not false or defamatory. A true and correct copy of the September 10, 2020 correspondence sent by my attorneys is attached hereto as **Exhibit X**.

66. Later on September 10, 2020, Plaintiffs filed a First Amended Verified Complaint, adding claims for fraud (in addition to fraudulent inducement), breach of the Non-Disparagement Clause, and a request for an emergency injunction to prohibit me from making further statements that they contend are disparaging. Contrary to the allegations in the First Amended Verified Complaint, there has been no "ongoing bad faith attempt" by me "to destroy Plaintiffs' careers, to destroy Plaintiffs financially, to destroy Plaintiffs in the court of public opinion, and to render Plaintiffs 'broke and essentially homeless.'" In fact, just the opposite is true. I offered Plaintiffs an unsecured, low interest \$500,000 line of credit on two occasions, including after the Settlement Agreement was signed and receipt of the settlement funds in the Disputed Case was delayed, referred dozens of cases to their firm also after the Settlement Agreement was signed, and repeatedly commended them to potential clients. And although I had made no representations or promises in the Settlement Agreement regarding client consent to the fee splits, and was never asked by Plaintiffs or their counsel to do so, I endeavored in good faith to obtain consent of the client in the Disputed Case to the fee split. It was only after that consent was withheld until Plaintiffs provided supporting documentation of their work, and only after Plaintiffs refused the client's direct request for that documentation, and only after Plaintiffs served a signed and verified pre-filing copy of a lawsuit accusing me of fraud, that I made any of the statements that are at issue in this Motion.

67. As explained in Plaintiffs' injunction papers, the Non-Disparagement Clause was proposed by me during the settlement negotiations. It is not a "unilateral" or one-sided contract provision. Instead, the language of the Non-Disparagement Clause contains express carve-outs that authorize me to speak publicly about Plaintiffs during any legal proceedings. Under the Settlement Agreement, I am allowed to defend myself and my reputation against attacks by Plaintiffs. The language of the Non-Disparagement Clause allows me to respond when Plaintiffs make false statements about me. I would never have entered into a Non-Disparagement Clause, and did not enter into a Non-Disparagement Clause, that prevents me from responding to attacks by Plaintiffs.

68. If I am not able to exercise my First Amendment rights to speak publicly about Plaintiffs' lawsuit and defend myself against their accusations of fraud and other false claims they have made against me in this proceeding, it is possible that existing clients of mine may choose to no longer have me represent them and/or that lawyers who have asked me to work with them on cases will no longer wish to have me as co-counsel. It is also possible that I will not be hired by new clients wishing to pursue defamation actions. For these reasons, and given my anticipated fees in just the cases I am currently handling that could be lost, the potential financial harm to me of not being able to speak publicly about Plaintiffs and defend myself could easily exceed \$10 million.

FURTHER AFFIANT SAYETH NOT.

L. Lin Wood

Sworn to and subscribed before me
This 21 day of September, 2020.

Notary Public

My Commission Expires: 3/4/2021

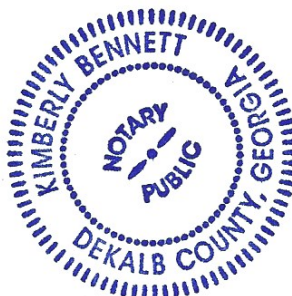


EXHIBIT A

**OPERATING AGREEMENT
OF
GRUNBERG & WILSON, LLC**

THIS OPERATING AGREEMENT OF GRUNBERG & WILSON, LLC (this “Agreement”) is made and entered into and effective as of this 1st day of May, 2018 (the “Effective Date”), by and among each Person executing a counterpart signature to this Operating Agreement as a Member.

**ARTICLE I
DEFINITIONS**

The following terms used in this Operating Agreement shall have the following meaning (unless otherwise expressly provided herein):

“Articles of Organization”. The Articles of Organization of Grunberg & Wilson, LLC, as filed with the Secretary of State of Georgia as the same may be amended from time to time.

“Affiliate”. Means: (i) in the case of an individual, any relative of such Person, (ii) any officer, director, trustee, partner, manager, employee or holder of ten percent (10%) or more of any class of the voting securities of or equity interest in such Person; (iii) any corporation, partnership, limited liability company, trust or other entity controlling, controlled by or under common control with such Person; or (iv) any officer, director, trustee, partner, manager, employee or holder of ten percent (10%) or more of the outstanding voting securities of any corporation, partnership, limited liability company, trust or other entity controlling, controlled by or under common control with such Person. For purposes of this definition, the term “controlling”, “controlled by”, or “under common control with” shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

“Archive Cases” Means all rights, payables, accounts receivables and interest of any similar nature in the following matters: (i) [REDACTED], Case No. [REDACTED], In the State Court of Fayette County Georgia (the “[REDACTED] Matter”); (ii) [REDACTED], Case No. [REDACTED], In the U.S. Dist. Ct. of AZ (the “[REDACTED] Matter”); and (iii) [REDACTED], Case No. [REDACTED], In the U.S. Dist. Ct. for the N.D. of GA (the “[REDACTED] Matter”).

“Board” or “Board of Managing Partners”. See **Section 5.01**.

“Capital Account”. A capital account maintained in accordance with the rules contained in Treas. Reg. § 1.704-1(b)(2) as maintained in accordance with applicable rules under the Code and as set forth in Treas. Reg. § 1.704-1(b)(2)(4), as amended from time to time.

“Capital Contribution”. With respect to each Member, such Member’s entire interest in the Archive Cases as well as the amount of cash paid in or transferred to the Company by that Member pursuant to **Section 8.01** and **8.02** of this Operating Agreement.

“Code”. The Internal Revenue Code of 1986, as amended from time to time.

“Company”. Means Grunberg & Wilson, LLC, a Georgia limited liability company.

“Distributable Cash”. All cash, revenues and funds received by the Company from Company operations, less the sum of the following: (i) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders; (ii) all cash expenditures incurred incident to the normal operation of the Company's business; and (iii) Reserves.

“Economic Interest”. A Member's or Economic Interest Owner's share of one or more of the Company's Net Profits, Net Losses and distributions of the Company's assets pursuant to this Operating Agreement and the Georgia Act, but shall not include any right to vote on, consent to or otherwise participate in any decision of the Members or the Managing Partners.

“Economic Interest Owner”. The owner of an Economic Interest who is not a Member. This term is analogous to an assignee who is not a substituted limited partner in a limited partnership context.

“Entity”. Any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association or any foreign trust or foreign business organization.

“Event of Dissociation”. An event defined in **Section 15.01(b)**.

“Fiscal Year”. The Company's fiscal year, which shall be the calendar year.

“General Interest Rate”. Means a rate per annum equal to the lesser of (a) a varying rate per annum that is equal to the Wall Street Journal prime rate as quoted in the money rates section of the Wall Street Journal which is also the base rate on corporate loans at large United States money center commercial banks, from time to time as its prime commercial or similar reference interest rate, with adjustments in that varying rate to be made on the same date as any change in that rate, and (b) the maximum rate permitted by applicable law.

“Georgia Act”. The Georgia Limited Liability Company Act at O.C.G.A. § 14-11-100, et seq.

“Initial Capital Contribution”. The initial contribution to the capital of the Company made by a Member pursuant to this Operating Agreement.

“Majority Interest”. Membership Interests of Members, excluding any and all Economic Interest Owners, which, taken together, equal at least fifty-one percent (51%) of the aggregate of all Membership Interests.

“Managing Partner(s)”. One (1) or more managing partners, as designated pursuant to the terms and conditions of this Operating Agreement.

“Member”. Each of the parties who executes a counterpart of this Operating Agreement as a Member and each of the parties who may hereafter become Members. To the extent a Manager has purchased a Membership Interest in the Company, he or she will have all rights of a Member with respect to such Membership Interest, and the term “Member” as used herein shall include a Managing Partner to the extent he or she has purchased such Membership Interest in the Company.

“Member Loan”. A loan made by a Member to the Company pursuant to **Section 8.03**.

“Membership Interest”. A Member's entire interest in the Company and the right to participate in the management of the business and affairs of the Company, including the right to vote on, consent to, or otherwise participate in any decision or action of or by the Members granted pursuant to this Operating Agreement or the Georgia Act.

“Net Operating Income”. The gross income of the Company with respect to the applicable Fiscal Year of the Company, exclusive of gain from the sale or other taxable disposition of any property of the Company, or any portion thereof, less all deductions (including depreciation and amortization) appearing on the Company's tax return for such Fiscal Year, exclusive of deductions attributable to the production of gain from the sale or other taxable disposition of any property of the Company. Net Operating Income may be negative, i.e., a loss.

“Operating Agreement”. This Operating Agreement as originally executed and as amended from time to time.

“Ownership Interest”. The proportion that a Member's positive Capital Account bears to the aggregate positive Capital Accounts of all Members whose Capital Accounts have positive balances as may be adjusted from time to time. The initial Ownership Interests of the Members are shown on **Exhibit “A”** as attached hereto and incorporated herein by reference.

“Person”. Any individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such “Person” where the context so permits.

“Reserves”. The amount determined by unanimous agreement of the Members to be necessary for working capital and to pay taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of the Company's business for each calendar quarter.

“Treasury Regulations,” “Regulations” or “Treas. Reg.”. The Federal Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

ARTICLE II

FORMATION OF COMPANY

2.01 Formation. On April 20, 2018, Jonathan Grunberg and Taylor Wilson, as Organizers, formed the Company as a Georgia Limited Liability Company by executing and delivering Articles of Organization to the Secretary of State of Georgia in accordance with the provisions of the Georgia Act.

2.02 Name. The name of the Company is Grunberg & Wilson, LLC.

2.03 Principal Place of Business. The principal place of business of the Company within the State of Georgia is presently located at 1180 West Peachtree Street, NW, Suite 2040, Atlanta, Georgia 30309. The Company may locate its places of business and registered office at any other place or places as the Managing Partners may from time to time deem advisable.

2.04 Registered Office and Registered Agent. The Company's initial registered office shall be at the office of its registered agent which is presently located at 1180 West Peachtree Street, NW, Suite 2040, Atlanta, Georgia 30309, and the name of its present registered agent at such address is Jonathan Grunberg. The registered office and registered agent may be changed from time to time by filing the address of the new registered office and/or the name of the new registered agent with the Secretary of State of Georgia pursuant to the Georgia Act and the applicable rules promulgated thereunder.

2.05 Term. The term of the Company shall commence on the date the Articles of Organization were filed with the Secretary of State of Georgia and shall continue in existence in perpetuity, or unless earlier dissolved in accordance with the provisions of this Operating Agreement or the Georgia Act.

2.06 Operating Agreement, Effect of Inconsistencies with Georgia Act. It is the express intention of the Members that this Operating Agreement shall be the sole source of agreement of the Members, and, except to the extent a provision of this Operating Agreement expressly incorporates federal income tax rules by reference to sections of the Code or Regulations or is expressly prohibited or ineffective under the Georgia Act, this Operating Agreement shall govern, even when inconsistent with, or different than, the provisions of the Georgia Act or any other law or rule. To the extent any provision of this Operating Agreement is prohibited or ineffective under the Georgia Act, this Operating Agreement shall be considered amended to the smallest degree possible in order to make the agreement effective under the Georgia Act. In the event the Georgia Act is subsequently amended or interpreted in such a way to make any provision of this Operating Agreement that was formerly invalid valid, such provision shall be considered to be valid from the effective date of such interpretation or amendment. The Members shall be entitled to rely on the provisions of this Operating Agreement, and the Members shall not be liable to the Company for any action or refusal to act taken in good faith reliance on the terms of this Operating Agreement. The Members and the Company hereby agree that the duties and obligations imposed on the Members as such shall be those set forth in this Operating Agreement, which is intended to govern the relationship between the Company and the Members, notwithstanding any provision of the Georgia Act or common law to the contrary.

ARTICLE III **BUSINESS OF COMPANY**

The business of the Company shall be:

(a) To accomplish any lawful business whatsoever, or which shall at any time appear conducive to or expedient for the protection or benefit of the Company and its assets;

(b) To exercise all other powers necessary to or reasonably connected with the Company's business which may be legally exercised by limited liability companies under the Georgia Act; and

(c) To engage in all activities necessary, customary, convenient or incident to any of the foregoing.

ARTICLE IV **NAMES AND ADDRESSES OF MEMBERS**

The name and address of the Members are as follows:

<u>Name</u>	<u>Address</u>
J.D. Grunberg, LLC, a Georgia limited liability company	1100 Howell Mill Road, #414 Atlanta, Georgia 30318
G. Taylor Wilson, LLC, a Georgia limited liability company	481 Hill Street SE Atlanta, GA 30312

ARTICLE V **RIGHTS AND DUTIES OF THE MANAGING PARTNERS**

5.01 Management. The business and affairs of the Company shall be managed by a Board of Managing Partners (the "Board of Managing Partners" or "Board"). Except for situations in which the approval of the Members is expressly required by this Operating Agreement or by non-waivable provisions of applicable law, the Managing Partners shall each have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to perform any and all other acts or activities customary or incident to the management of the Company's business.

5.02 Number, Tenure and Qualifications. The Board shall initially have two (2) members (individually a "Managing Partner", collectively the "Managing Partners"). The members of the Board shall initially consist of: Jonathan Grunberg and Taylor Wilson. The number of Managing Partners of the Company shall be fixed from time to time by the affirmative vote of a Majority Interest of the Members but in no instance shall there be less than two (2) Managing Partners. The Managing Partners shall hold office until the next annual meeting of Members or until his successor shall have been elected and qualified. The Managing Partners shall be elected by the affirmative vote of Members holding at least a Majority Interest. A Managing Partner need not be a resident of the State of Georgia or a Member of the Company.

5.03 Decisions requiring the Unanimous Consent of the Board. Without limiting the generality of **Section 5.01**, the Managing Partners shall have the power and authority only upon the unanimous vote of the Board:

(a) To take any of the following actions which will obligate the Company to a

total financial commitment of Five Thousand U.S. Dollars (\$5,000.00) or more: (1) to acquire property from any Person in the name of the Company, (2) make expenditures (excluding operational expenses) or otherwise bind or obligate the Company, (3) execute checks, drafts, notes or other instruments on behalf of the Company, and (4) enter into agreements on behalf of the Company;

(b) To borrow money for the Company from banks, other lending institutions, a Managing Partner, Members, or Affiliates of a Managing Partner or Members on such terms as the Managing Partners deem appropriate, and in connection therewith to hypothecate, encumber, pledge and grant security interests in the assets of the Company to secure repayment of the borrowed sums. No debt shall be contracted or liability incurred by or on behalf of the Company except by the Managing Partners, or to the extent permitted by the Georgia Act, by agents, officers, or employees of the Company expressly authorized to contract such debt or incur such liability by the Managing Partners;

(c) To invest any Company funds temporarily (by way of example but not limitation) in time deposits, short-term governmental obligations, commercial paper or other investments;

(d) To merge or consolidate the Company with or into any other entity or decision to obtain any equity contributions or other agreement with any third party that would have the effect of diluting a Member's interest in the Company;

(e) To hire and fire employees of the Company and to determine their reasonable compensation;

(f) To purchase liability and other insurance to protect the Company's property and business;

(g) To employ accountants, legal counsel, managing agents or other experts or professionals to perform services on behalf of the Company;

(h) To make any commitment for sponsorship, branding, marketing or other use of the Company's name, logo or imagery;

(i) To bind the Company to any contract or agreement with a term in excess of one (1) year; and

(j) To sell or dispose of the Company's assets in the ordinary course of business.

5.04 Indemnification for Breach. Anything contained in this Operating Agreement to the contrary notwithstanding, if any Managing Partner, acting solely in their individual capacity or outside the scope of such Managing Partner's authority under this Operating Agreement, enters into any contract, sale, transaction or other obligation with a third party ("Unauthorized Commitment") which becomes legally binding on the Company, such Managing Partner shall:

(a) In the event the Board decides (exclusive of any Member thereto, as applicable, subject to discipline), by unanimous consent, not to honor the Unauthorized Commitment, indemnify the Company for any costs or liabilities incurred as a result of the Unauthorized Commitment; and

(b) In the event the Board decides (exclusive of any Member thereto, as applicable, subject to discipline), by unanimous consent, to ratify the Unauthorized Commitment, be subject only to such further action as the Board decides (exclusive of any Member thereto, as applicable, subject to discipline) may agree to as a condition to such ratification.

5.05 Liability for Certain Acts. The Managing Partners shall act in a manner he or she believes in good faith to be in the best interest of the Company and with such care as an ordinarily prudent person in a like position would use under similar circumstances. The Managing Partners shall not be liable to the Company or its Members for any action taken in managing the business or affairs of the limited liability company if he or she performs the duty of his office in compliance with the standard contained in this **Section 5.05**. The Managing Partners have not guaranteed nor shall the Managing Partners have any obligation with respect to the return of a Member's Capital Contributions or profits from the operation of the Company. The Managing Partners shall not be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member except loss or damage resulting from intentional misconduct or knowing violation of law or a transaction for which such Managing Partner received a personal benefit in violation or breach of the provisions of this Operating Agreement. The Managing Partners shall be entitled to rely on information, opinions, reports or statements, including but not limited to financial statements or other financial data prepared or presented in accordance with the provisions of Section 14-11-305 of the Georgia Act.

5.06 Managing Partners Have No Exclusive Duty to Company. The Managing Partners shall not be required to manage the Company as his sole and exclusive function and he may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right, by virtue of this Operating Agreement, to share or participate in such other investments or activities of the Managing Partner or to the income or proceeds derived therefrom. The Managing Partner shall incur no liability to the Company or to any of the Members as a result of engaging in any other business or venture.

5.07 Bank Accounts. The Managing Partners may from time to time open bank accounts in the name of the Company, and the Managing Partners shall be the sole signatories thereon, unless the Managing Partners, in their unanimous discretion, determine otherwise.

5.08 Indemnification of the Managing Partners. To the fullest extent permitted by Section 14-11-306 of the Georgia Act, the Company shall indemnify each Managing Partner and make advances for expenses of such Managing Partner arising from any loss, cost, expense, damage, claim or demand, in connection with the Company or the Managing Partner's status as a Managing Partner of the Company, the Managing Partner's participation in the management, business and affairs of the Company or such Manager's activities on behalf of the Company. Notwithstanding the preceding provisions of this **Section 5.08**, the Company shall not indemnify

a Managing Partner for any liability incurred pursuant to **Section 5.04**.

5.09 Resignation. Any Managing Partner of the Company may resign at any time by giving written notice to the Members of the Company. The resignation of a Managing Partner shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Managing Partner who is also a Member shall not affect the Managing Partner's rights as a Member and shall not constitute a withdrawal of a Member.

5.10 Removal. Unless otherwise specified in this Operating Agreement, a Managing Partner may be removed at time by a Majority Interest. The removal of a Managing Partner shall not affect such Managing Partner's rights as a Member and shall not constitute a withdrawal by such Managing Partner as a Member. The foregoing notwithstanding, Jonathan Grunberg and Taylor Wilson shall not be subject to removal as a Managing Partner.

5.11 Vacancies. Any vacancy occurring for any reason in the number of Managing Partners of the Company shall be filled by a Majority Interest. The Managing Partner elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office and shall hold office until the expiration of such term and until his successor shall be elected and shall qualify or until his earlier death, resignation or removal. A Managing Partner chosen to fill a position resulting from an increase in the number of Managing Partners shall hold office until the next annual meeting of Members and until his successor shall be elected and shall qualify, or until his earlier death, resignation or removal.

5.12 Compensation. The compensation of the Managing Partners, if any, shall be determined by unanimous consent of the Board. Any compensation paid to any Managing Partner shall be in the form of guaranteed payments, as contemplated by Section 707(c) of the Code.

ARTICLE VI

RIGHTS AND OBLIGATIONS OF MEMBERS

6.01 Limitation on Liability. Each Member's liability shall be limited as set forth in this Operating Agreement, the Georgia Act and other applicable law.

6.02 No Liability for Company Obligations. No Member will have any personal liability for any debts or losses of the Company beyond his respective Capital Contributions, except as provided by law.

6.03 List of Members. Upon written request of any Member, the Managing Partners shall provide a list showing the names, addresses and Membership Interest and Economic Interest of all Members, the Manager and the other information required by O.C.G.A. § 14-11-313 and maintained pursuant to **Section 11.02**.

6.04 Decision Requiring the Unanimous Consent of the Members. The Managing

Partners shall have the power and authority on behalf of the Company only upon unanimous vote of the Members:

- (a) To sell or otherwise dispose of all or substantially all of the assets of the Company as part of a single transaction or plan;
- (b) To change or amend the Company's legal name with the Secretary of State or any other governmental or regulating authority; and
- (c) To apply for or use a trade name or assumed name to do business as.

ARTICLE VII

MEETINGS OF MEMBERS

7.01 Annual Meeting. The annual meeting of the Members shall be held on the third Tuesday in April or at such other time as shall be determined by resolution of the Members, commencing with the year 2019, for the purpose of the transaction of such business as may come before the meeting.

7.02 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise proscribed by statute, may be called by a Managing Partner or by a Member or Members holding at least Twenty Percent (20%) of the Membership Interest.

7.03 Place of Meetings. The Members may designate any place, either within or outside the State of Georgia, as the place of meeting for any meeting of the Members. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal executive office of the Company in the State of Georgia.

7.04 Notice of Meetings. Written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than ten (10) nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the Manager or person calling the meeting, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered two calendar days after being deposited in the United States mail, addressed to the Member at its address as it appears on the books of the Company, with postage thereon prepaid.

7.05 Meetings of all Members. If all of the Members shall meet at any time and place, either within or outside of the State of Georgia, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting any lawful action may be taken.

7.06 Record Date. For the purpose of determining Members entitled to notice of or to vote at any meeting of members or any adjournment thereof, or Members entitled to receive payment of any distribution, or in order to make a determination of Members for any other purpose,

the date on which notice of the meeting is mailed or the date on which the resolution declaring such distribution is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this **Section 7.06**, such determination shall apply to any adjournment thereof.

7.07 Quorum. Members holding a Majority Interest, represented in person or by proxy, shall constitute a quorum at any meeting of Members. In the absence of a quorum at any such meeting, a majority of the Membership Interests so represented may adjourn the meeting from time to time for a period not to exceed sixty (60) days without further notice. However, if at the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member of record entitled to vote at the meeting. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal during such meeting of that number of Membership Interests whose absence would cause less than a quorum to be present.

7.08 Manner of Acting. If a quorum is present, the affirmative vote of Members holding a Majority Interest shall be the act of the Members, unless the vote of a greater or lesser proportion or number is otherwise required by the Georgia Act, by the Articles of Organization, or by this Operating Agreement. Unless otherwise expressly provided herein or required under applicable law, Members who have an interest (economic or otherwise) in the outcome of any particular matter upon which the Members vote or consent may vote or consent upon any such matter, and their Membership Interest, vote or consent, as the case may be, shall be counted in the determination of whether the requisite matter was approved by the Members.

7.09 Proxies. At the meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Managing Partners of the Company before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

7.10 Action by Members Without a Meeting. Action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by the necessary Members entitled to vote and required to approve such action and delivered to the Managing Partners of the Company for inclusion in the minutes or for filing with the Company records. Action taken under this **Section 7.10** is effective when the Members required to approve such action have signed the consent, unless the consent specifies a different effective date. The record date for determining Members entitled to take action without a meeting shall be the date the first Member signs a written consent.

7.11 Waiver of Notice. When any notice is required to be given to any Member, a waiver thereof in writing signed by the Member entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

ARTICLE VIII
CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS

8.01 Initial Contributions. Contemporaneously with the execution by such Member of this Operating Agreement, each Member shall make the Capital Contributions described for that Member in **Exhibit "A"** of this Operating Agreement.

8.02 Subsequent Contributions. Capital Contributions in addition to Initial Contributions (as described in **Section 8.01**) shall be required only upon the consent of the Members holding a Majority Interest. Upon the consent of a Majority Interest, the Board shall notify each Member of the need for such additional Capital Contributions and a date (which date may be no earlier than the tenth (10th) business day following each Member's receipt of its notice) before which the Capital Contributions must be made. Notices for Capital Contributions must be made to all Members in accordance with their Membership Interest.

8.03 Failure to Contribute.

(a) If a Member does not contribute by the time required all or any portion of a Capital Contribution that such Member is required to make, as provided in this Operating Agreement, the Company may exercise, on notice to that Member (the "Delinquent Member"), one or more of the following remedies:

(i) permit the other Members in proportion to their Membership Interest or in such other percentages as they may agree (the "Lending Member," whether one or more), to advance the portion of the Delinquent Member's Capital Contribution that is in default, with the following results:

(a) the sum advanced constitutes a loan from the Lending Member to the Delinquent Member and a Capital Contribution of that sum to the Company by the Delinquent Member pursuant to the applicable provisions of this Operating Agreement,

(b) the amount loaned bears interest at the General Interest Rate from the day that the advance is deemed made until the date that the loan, together with all interest accrued on it, is repaid to the Lending Member, and

(c) all distributions from the Company that otherwise would be made to the Delinquent Member (whether before or after dissolution of the Company) instead shall be paid to the Lending Member until the loan and all interest accrued on it have been paid in full to the Lending Member (with payments being applied first to accrued and unpaid interest and then to principal).

8.04 Advances by Members. If the Company does not have sufficient cash to pay its obligations, any Member(s) may, with the consent of a Majority Interest, advance all or part of the needed funds to or on behalf of the Company. An advance described in this **Section 8.04** constitutes a loan from the Member to the Company, bears interest at the General Interest Rate from the date of the advance until the date of payment, and is not a Capital Contribution.

8.05 Return of Contributions. A Member is not entitled to the return of any part of its Capital Contributions or to be paid interest in respect of either its Capital Account or its Capital Contributions. An un-repaid Capital Contribution is not a liability of the Company or of any Member. A Member is not required to contribute or to lend any cash or property to the Company to enable the Company to return any Member's Capital Contributions.

ARTICLE IX

DISTRIBUTIONS TO MEMBERS

9.01 Distributions. The Managing Partners shall distribute Distributable Cash to the Members proportionate to their respective Ownership Interest within fifteen (15) days of the close of each calendar quarter.

9.02 Limitation Upon Distributions. No distribution shall be made to Members if prohibited by Section 14-11-407 of the Georgia Act.

9.03 Interest On and Return of Capital Contributions. No Member shall be entitled to interest on such Member's Capital Contribution or to a return of its Capital Contribution, except as otherwise specifically provided for herein.

ARTICLE X

ACCOUNTING ALLOCATIONS

10.01 Special Allocations. Prior to any allocation of Net Operating Income under **Section 10.02**, all Net Operating Income attributable to the Archive Cases shall be allocated for federal income tax and financial reporting purposes as follows: (a) one hundred percent (100.0.0%) of the Net Operating Income attributable to the [REDACTED] Matter shall be allocated to J.D. Grunberg, LLC; (b) one hundred percent (100.0.0%) of the Net Operating Income attributable to the [REDACTED] Matter shall be allocated to J.D. Grunberg, LLC; and (c) one hundred percent (100.0.0%) of the Net Operating Income attributable to the [REDACTED] Matter shall be allocated to G. Taylor Wilson, LLC. The Members may upon unanimous agreement alter the above special allocations from time to time.

10.02 Allocation of Net Operating Income. After the special allocations set forth in **Section 10.01**, the following allocations shall be made for federal income tax purposes and for financial reporting purposes:

(a) Net Operating Income and credit (including, without limitation, investment tax credit) shall be allocated among the Members and Economic Interest Owners in proportion to their respective Ownership Interest. No interest shall be paid to any Member on its Capital Account or on any undistributed profits.

(b) The gain, if any, arising from the sale or other taxable disposition of any property of the Company, less deductions (but not in excess of such gain) attributable to the production of such gain, shall be allocated among the Members and Economic Interest Owners in

proportion to their respective Ownership Interest, subject to any ordering rules as may be required from time to time by Section 704(b) of the Code and the Treasury Regulations related thereto, or any related or successor provisions.

(c) The loss, if any, arising from a sale or other disposition of any property of the Company shall be allocated among the Members in accordance with their respective Ownership Interest.

ARTICLE XI

BOOKS AND RECORDS

11.01 Accounting Period. The Company's accounting period shall be the calendar year.

11.02 Records, Audits and Reports. At the expense of the Company, the Managing Partners shall maintain records and accounts of all operations and expenditures of the Company. The Company shall keep at its principal place of business the following records:

(a) A current list of the full name and last known address of each Member, Economic Interest Owner and the Managing Partners;

(b) Copies of records to enable a Member to determine the relative voting rights, if any;

(c) A copy of the Articles of Organization of the Company and all amendments thereto;

(d) Copies of the Company's federal, state, and local income tax returns and reports, if any, for the three most recent years;

(e) Copies of the Company's written Operating Agreement, together with any amendments thereto; and

(f) Copies of any financial statements of the Company for the three most recent years.

11.03 Tax Matters Partner. All elections required or permitted to be made by the Code shall be made by the Board; provided however, the Company shall have a Tax Matters Partners who shall cause the preparation and timely filing of all returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns, or pertinent information therefrom, shall be furnished to the Members within a reasonable time after the end of the Company's Fiscal Year. Taylor Wilson shall serve as the Tax Matters Partner until his prior resignation or removal as Tax Matters Partner by the unanimous vote of the Members holding all of the issued and outstanding Membership Interest of the Company. Upon the resignation or removal of any Tax Matters Partner, a new Tax Matters Partner shall be elected and removed by the unanimous vote

of the Members holding all of the issued and outstanding Membership Interest of the Company.

ARTICLE XII

TRANSFERABILITY

12.01 Requirements for Transfer. A Member shall be permitted to sell or gift his Membership Interest only upon unanimous written consent of the Members.

12.02 Paramount Provision. Notwithstanding anything contained herein to the contrary, any transfer of a Membership Interest not in compliance with of this **Article XII** shall be null and void and to the extent that any transfer of a Membership Interest is made as a matter of law or otherwise beyond the scope of this Operating Agreement, then the proposed transferee or donee shall have no right to participate in the management of the business and affairs of the Company or to become a Member. The transferee or donee shall be merely an Economic Interest Owner.

ARTICLE XIII

ADDITIONAL MEMBERS; WITHDRAWAL

13.01 Additional Members. From the date of the formation of the Company, any Person or Entity acceptable to a Majority Interest of the Members may become a Member of this Company by the issuance of Membership Interests of the Company for such consideration as a Majority Interest of the Members shall determine. No new Members shall be entitled to any retroactive allocation of losses, income or expense deductions incurred by the Company. The Tax Matters Partner may, at his option, at the time a Member is admitted, close the Company books (as though the Company's tax year had ended) or make pro rata allocations of Net Operating Income and expense deductions to a new Member for that portion of the Company's tax year in which a Member was admitted in accordance with the provisions of Section 706(d) of the Code and the Treasury Regulations promulgated thereunder.

13.02 Right to Dissociate from Company. Any Member shall be permitted to dissociate from the Company at any time, rightfully or wrongfully, upon written notice to the Company ("Dissociation Notice"). Such dissociation shall be effective as of the date of the Dissociation Notice unless some later date is provided therein. A Member that dissociates from the Company, shall continue to be liable for each debt, obligation or other liability owed as of the date of dissociation, to the Company or the remaining Members. Additionally, a Member who wrongfully dissociates shall be liable to the Company and the remaining Members for any damages caused by the dissociation. To the extent a dissociating Member is also a Manager, such dissociation shall be deemed to constitute a resignation from such dissociating Member's position as a Manager of the Company and the Company shall amend the Company's Name to remove the name of the dissociating Member from the Company Name.

13.03 Case Division. Upon the dissociation of a Member, as set forth in **Section 13.02** above, the Members agree that they will negotiate in good faith to divide and reconcile the Company's client accounts between the Members so that each Member is allotted a percentage of the gross revenue of the client accounts which bears an equal percentage to such Member's

Membership Interest as of the date of the Dissociation Notice. Within sixty (60) days of the date of a Member's dissociation, the Members shall enter into a written agreement that sets forth the final agreed upon division of the client accounts. If the Members cannot agree upon the division of the client accounts within sixty (60) days of the date of a Member's dissociation, then the Members shall, by unanimous agreement, select a certified public accountant to divide the client accounts in accordance with this **Section 13.03**. Such certified public accountant's determination shall be final and binding upon the Members.

ARTICLE XIV

DISSOLUTION AND TERMINATION

14.01 Dissolution.

(a) The Company shall be dissolved upon the occurrence of any of the following events:

(i) When the period fixed for the duration of the Company shall expire pursuant to **Section 2.05** hereof;

(ii) By the written agreement of Members holding a Majority Interest.

(b) Notwithstanding any provision of the Georgia Act or this Operating Net Agreement to the contrary, other than with respect to the last remaining Member, the Company shall not be dissolved upon the sale of all or substantially all of the Company's assets and the collection of all proceeds therefrom, or the occurrence of an event specified in Section 14-11-601.1(b) of the Georgia Act (collectively an "Event of Dissociation").

(c) Any successor in interest of a Member as to whom an Event of Dissociation occurred shall become an Economic Interest Owner, with no change in any features of the Economic Interest owned by him, her or it, but shall not be admitted as a Member except in accordance with **Article XIII** hereof.

(d) A Member shall be permitted to withdraw from the Company or take voluntary action which causes an Event of Dissociation only upon the terms set forth in **Section 13.02 and 13.03**.

(e) Any damages for breach of **Section 14.01(d)** of this **Article XIV** may be offset against distributions by the Company to which such Member would otherwise be entitled.

14.02 Effect of Dissolution. Upon dissolution, the Company shall cease to carry on its business, except as permitted by Section 14-11-605 of the Georgia Act. Upon dissolution, the Company shall file a statement of commencement of winding up pursuant to Section 14-11-606 of the Georgia Act and publish the notice permitted by Section 14-11-608 of the Georgia Act.

14.03 Winding Up, Liquidation and Distribution of Assets.

(a) Upon dissolution, an accounting shall be made by the Company's accountants of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Board, or such of them as shall be willing or able to serve, or if none, the Person or Persons selected by a Majority Interest (the "Liquidators") shall immediately proceed to wind up the affairs of the Company.

(b) If the Company is dissolved and its affairs are to be wound up, the Liquidators shall:

(1) Sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Liquidators may determine to distribute any assets to the Members in kind);

(2) Allocate any profit or loss resulting from such sales to the Members and Economic Interest Owners in accordance with **Article X** hereof;

(3) To the extent that resources of the Company are available therefor, discharge all liabilities of the Company, including liabilities to Members and Economic Interest Owners who are creditors, to the extent otherwise permitted by law, other than liabilities to Members and Economic Interest Owners for distributions, and establish such Reserves as may be reasonably necessary to provide for contingencies or liabilities of the Company;

(4) Distribute the remaining assets to the Members, either in cash or in kind, in proportion to their respective Ownership Interest; and

(5) If any assets of the Company are to be distributed in kind, the net fair market value of such assets shall be determined by independent appraisal or by agreement of the Members. Such assets shall be deemed to have been sold as of the date of dissolution for their fair market value, and the Capital Accounts of the Members and Economic Interest Owners shall be adjusted pursuant to the provisions of this Operating Agreement to reflect such deemed sale.

(c) Notwithstanding anything to the contrary in this Operating Agreement, upon a liquidation within the meaning of Section 1.704(1)(b)(2)(ii)(g) of the Treasury Regulations, if any Member has a deficit Capital Account (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such Member shall have no obligation to make any Capital Contribution to reduce or eliminate the negative balance of such Member's Capital Account.

(d) Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated.

14.04 Certificate of Termination. When all debts, liabilities and obligations have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets have been distributed to the Members, a Certificate of Termination may be filed with the Georgia Secretary of State in accordance with Section 14-11-610 of the Georgia Act.

14.05 Return of Contribution Nonrecourse. Except as provided by law or as expressly

provided in this Operating Agreement, upon dissolution, each Member shall look solely to the assets of the Company for the return of the Member's Capital Account. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the Capital Account of one or more Members, including, without limitation, all or any part of that Capital Account attributable to Capital Contributions, then such Member or Members shall have no recourse against any other Member or against the Board.

ARTICLE XV

MISCELLANEOUS PROVISIONS

15.01 Books of Account and Records. Proper and complete records and books of account shall be kept or shall be caused to be kept by the Managing Partners in which shall be entered fully and accurately all transactions and other matters relating to the Company's business in such detail and completeness as is customary and usual for businesses of the type engaged in by the Company. The books and records shall at all times be maintained at the principal executive office of the Company and shall be open to the reasonable inspection and examination of the Members, Economic Interest Owner's or their duly authorized representatives during reasonable business hours.

15.02 Application of Georgia Law. This Operating Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of Georgia. In case of suit arising from this Operating Agreement, for enforcement and/or damages for breach or violation hereof, the parties agree that the venue shall be in the Superior Court of Fulton County, Georgia only, to the exclusion of all other courts in any other venues.

15.03 No Action for Partition. No Member or Economic Interest Owner has any right to maintain any action for partition with respect to the property of the Company.

15.04 Execution of Additional Instruments. Each Member hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules or regulations or to effectuate or further the purposes of the Company and this Operating Agreement.

15.05 Construction. Whenever the singular number is used in this Operating Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

15.06 Headings. The headings in this Operating Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Operating Agreement or any provision hereof.

15.07 Waivers. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Operating Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

15.08 Rights and Remedies Cumulative. The rights and remedies provided by this Operating Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to not use any or all other remedies. Such rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

15.09 Severability. If any provision of this Operating Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Operating Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

15.10 Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Operating Agreement, their respective heirs, legal representatives, successors and assigns.

15.11 Creditors. None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditors of the Company.

15.12 Counterparts. This Operating Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

15.13 Notices. Any and all notices, offers, demands or elections required or permitted to be made under this Operating Agreement ("Notices") shall be in writing, signed by the party giving such Notice, and shall be deemed given and effective (i) when hand-delivered (either in person by the party giving such notice, or by its designated agent, or by commercial courier) or (ii) on the third (3rd) business day following the day upon which such notice is deposited, postage pre-paid, certified mail, return receipt requested, with the Postal Service, and addressed to the other party's respective address as listed in Company's corporate records. It shall be the sole responsibility of each Member to maintain updated and current contact information in Company's corporate records.

15.14 Amendments. Any amendment to this Operating Agreement of Membership shall be made in writing and signed by all of the Members holding outstanding Membership Interest in Company.

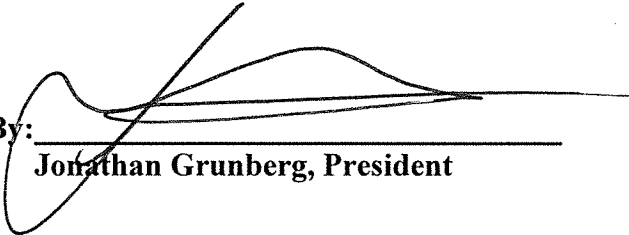
15.15 Captions. Titles and captions are inserted for convenience only and in no way define, limit, extend or describe the scope or intent of this Operating Agreement or any of its provisions and in no way are to be construed to affect the meaning or construction of this Operating Agreement or any of its provisions.

15.16 Determination of Matters Not Provided For in this Operating Agreement. The Members shall decide any questions arising with respect to the Company and this Operating Agreement which are not specifically or expressly provided for in this Operating Agreement.

IN WITNESS WHEREOF, the Members have signed, sealed and delivered this Operating Agreement as of the Effective Date.

MEMBERS:

**J.D. Grunberg, LLC,
a Georgia limited liability company**

By: 
Jonathan Grunberg, President

**G. Taylor Wilson, LLC,
a Georgia limited liability company**


By: 
G. Taylor Wilson, President

EXHIBIT "A"
Ownership Interests of
Grunberg & Wilson, LLC

May 1 2018

MEMBER	CAPITAL CONTRIBUTION	OWNERSHIP INTEREST
J.D. Grunberg, LLC, a Georgia limited liability company	\$ 200.00*	50.0%
G. Taylor Wilson, LLC, a Georgia limited liability company	\$ 200.00*	50.0%
<hr/>		
TOTAL:	\$ 400.00	100.00%

* Cash contributed in addition to such Member's entire rights and interest in each of the Archive Cases which are hereby assigned to Company upon such Member's execution of this Agreement.

EXHIBIT B

FINAL SETTLEMENT STATEMENT

TOTAL GROSS RECOVERY	\$	
LESS ATTORNEY'S FEES (45%).....	\$	
.....	\$	
NICOLE J. WADE	\$	
JONATHAN D. GRUNBERG	\$	
G. TAYLOR WILSON.....	\$	
L. LIN WOOD, P.C	\$	
LESS UNREIMBURSED EXPENSES (EXHIBIT A)	\$	
TOTAL NET RECOVERY TO CLIENTS	\$	

The undersigned clients have accepted the above disbursement acknowledging the same to be true and correct and gives the law firm of L. Lin Wood, P.C., the authority to receive the settlement funds into an escrow account and make the disbursements from that account as set forth above in January of 2019. The clients acknowledge that they have made their own independent decisions about how to invest the settlement funds. The clients acknowledge that the undersigned attorney is not a financial advisor and has made no suggestions as to any investment options. While the undersigned attorney is not a tax professional and cannot render formal legal advice on the tax consequences of this confidential settlement, the undersigned has advised clients that in his experience, any tax liability that might be asserted could only be on the **net** amount disbursed to the clients and historically, such net settlement recoveries are treated as personal injury recoveries not subject to income tax. The cases did not make any claims for lost income or diminution of future earning capacity.

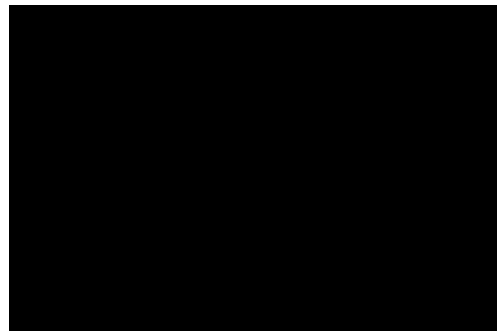
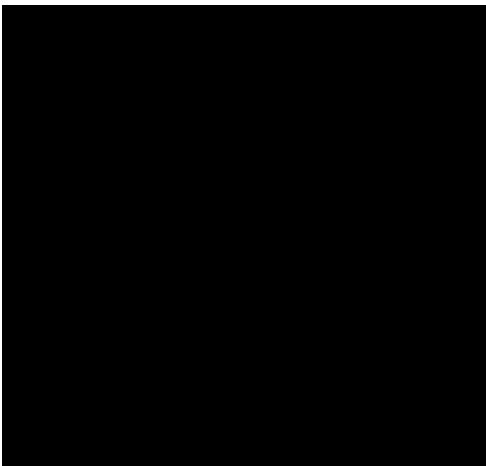
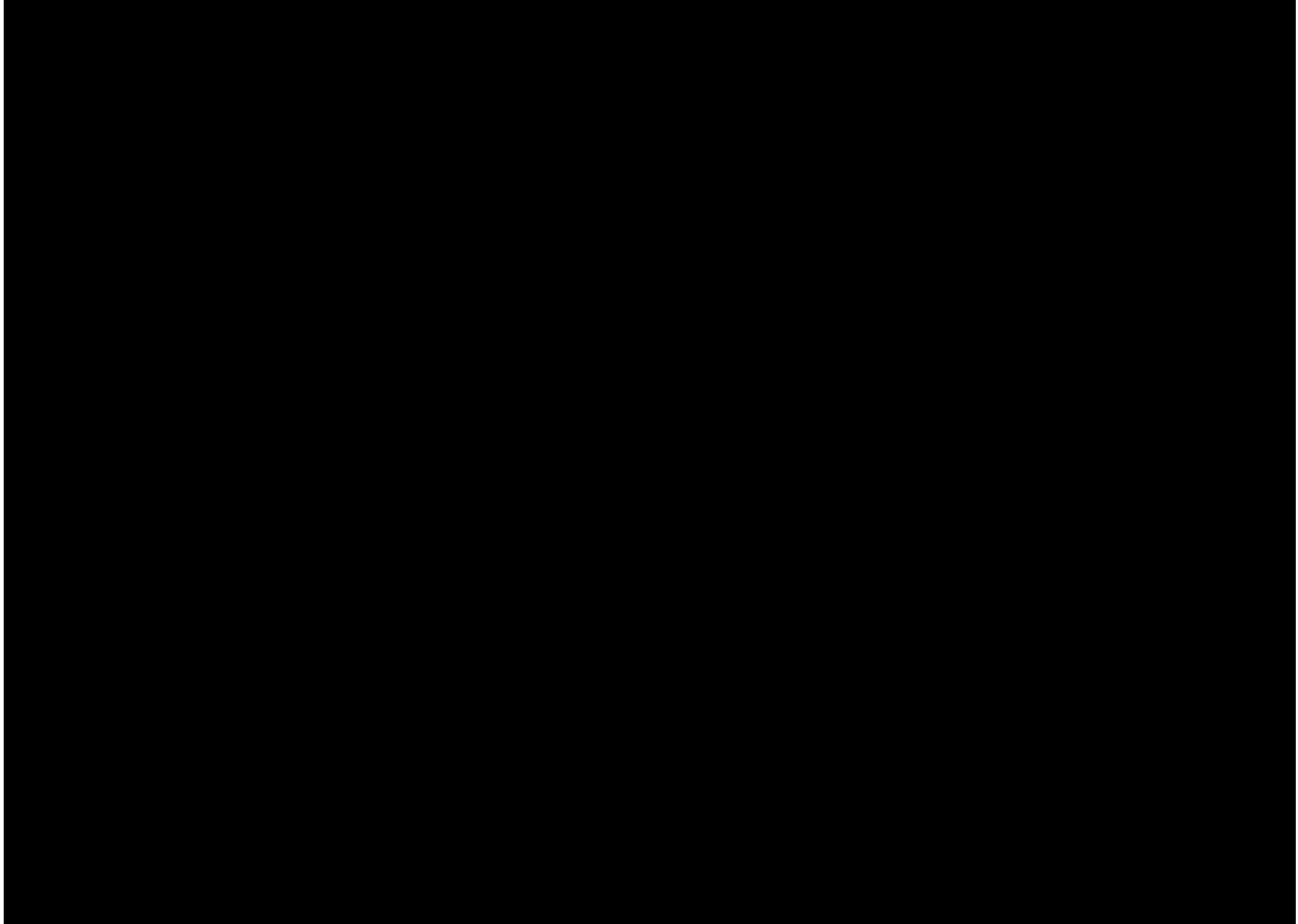
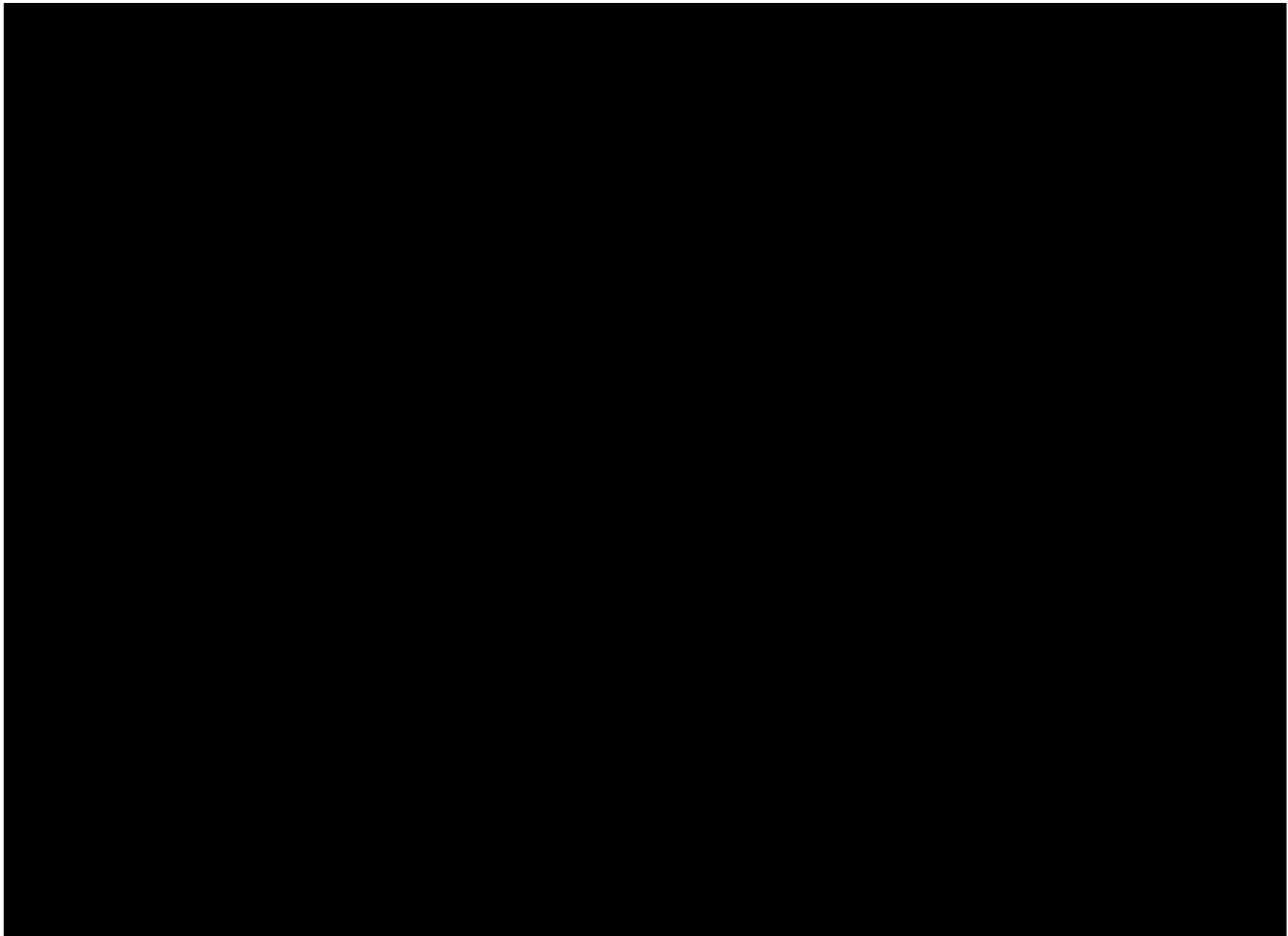


EXHIBIT A

Expense

Total





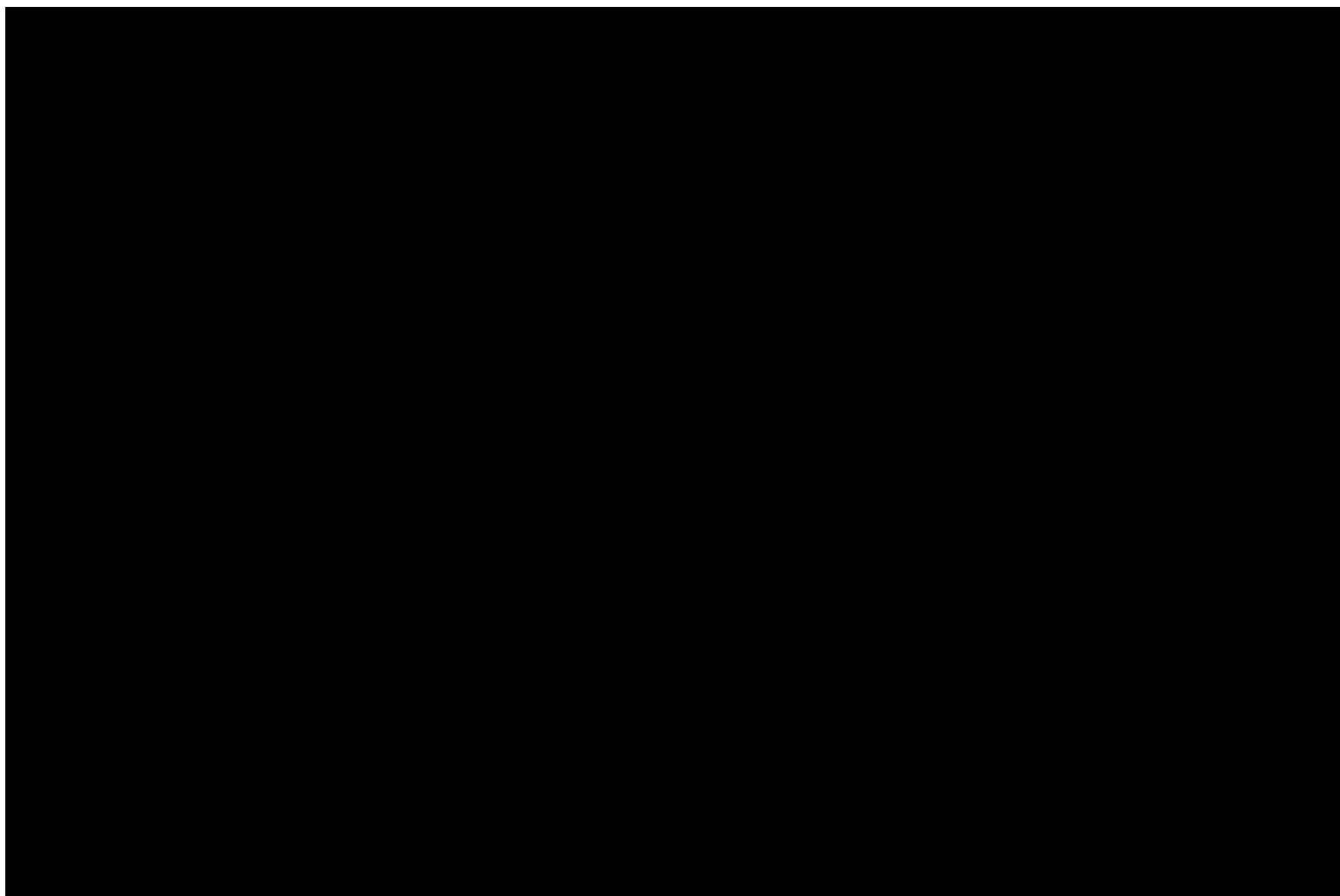


EXHIBIT C



Nicole >

good morning to read
my Twitter feed! 🤗

Mon, Feb 10, 7:50 PM

Thanks for calling. I'm sorry how things ended up this morning. We were both tired and scared, and I'm sorry that it has resulted in where we are now.

I know you have been having a difficult time, and I truly am sorry for what you have been going through. I had no idea what was going on with your family until last week. I don't know what

.



iMessage





Nicole >

going through. I had no idea what was going on with your family until last week. I don't know what was said to you today, but I want you to know that I don't think you're crazy. Never have. But I am worried about you and your health. And your relationships with friends and family.

I want to make a suggestion — go get a physical. And even an MRI. Show your family you are listening to them and that you want to show them nothing is physically wrong.



iMessage





TRUMP TRACKER

now

(Justice Press)

Minneapolis Woman Pleads Guilty to Attempting to Provide Material Sup...

and that you want to show them nothing is physically wrong. What's the harm? I know that these problems with them are ripping you apart, and it hurts my heart to see it.

Just my two cents. I do love you — always have. And whatever happens with our law practice, if you need me, I will be there for you.

Tue, Feb 11, 2:45 AM



iMessage



EXHIBIT D



Taylor Wilson <georgetaylorwilson@gmail.com>

Moving Forward

5 messages

Taylor Wilson <georgetaylorwilson@gmail.com>

Mon, Feb 17, 2020 at 9:10 PM

To: Lin Wood <lwood@linwoodlaw.com>, Nicole Jennings Wade <nicolejenningswade@gmail.com>, Jonathan Grunberg <jgrunberg@gmail.com>

Lin,

Thank you for the conversation we had tonight. This email will confirm our discussion and agreement regarding the following, giving us all an opportunity to forge ahead.

1) Case fees:

(a) [REDACTED]: L. Lin Wood, P.C.'s ("LLW PC") share of the fee is an estimated [REDACTED]. You proposed to split the fee 50/50% between your firm and us ("us" referring to Nicole, Jonathan, and I as a group), which is particularly generous given your commitment of \$[REDACTED] from your portion of the fee to [REDACTED] and his firm to help resolve [REDACTED].

(b) [REDACTED]: LLW PC's share of the fee is an estimated [REDACTED]. You proposed to split the fee 40% to LLW PC and 60% and us.

(c) [REDACTED]: LLW PC's share of the fee is an estimated [REDACTED]. You proposed to split the fee 20% to LLW PC and 80% to us.

(d) [REDACTED]: Our best belief is that LLW PC's fee will be approximately [REDACTED], subject to court approval. You proposed to split the fee 20% to LLW PC and 80% to us.

(e) [REDACTED]: It is unknown at this time what the ultimate fee may be, if any. You proposed to split the fee 20% to LLW PC and 80% to us.

We accepted all of your proposals, as they were extremely fair and more generous than our proposals. Additionally, as we discussed earlier with respect to [REDACTED], we agreed to split the fee 20% to LLW PC and 80% to us.

Also as discussed, Nicole, Jonathan, and I have agreed to work out the "us" fee divisions amongst ourselves. We anticipate re-activating Wade, Grunberg & Wilson LLC.

2) Additional issues:

We agreed to speak with Kimmy and use our best efforts to influence her as to the benefits of returning to work with you, including without limitation by describing to her how much we appreciate your willingness to work with us and how well we were able to work with you on resolving issues tonight, the positive influence you have had on her and our lives these last many years, and that you will pay her \$[REDACTED]/year if she comes back to work for LLW PC. We have arranged to speak with her as a group first thing in the morning, and I will reach out to her tonight individually.

Taylor agreed to close out the [REDACTED] settlement and has emailed [REDACTED] per your later request.

Jonathan agreed to handle the [REDACTED] meeting on February 19 to conclude our obligations with respect to that agreement and representation.

We will get back to you tomorrow updating you on our new contact information. Again, we very much appreciate your fairness and generosity in these discussions with us, and we appreciate more than you know all that you have taught us and the opportunities you have provided for us over the years.

Love,
Taylor
Jonathan &
Nicole

--
Taylor Wilson
678-787-0216

Lin Wood <lwood@linwoodlaw.com>

Mon, Feb 17, 2020 at 10:09 PM

To: Taylor Wilson <georgetaylorwilson@gmail.com>

Cc: Nicole Jennings Wade <nicolejenningswade@gmail.com>, Jonathan Grunberg <jgrunberg@gmail.com>

L. Lin Wood

L. LIN WOOD, P.C.
1180 West Peachtree Street
Suite 2040
Atlanta, GA 30309
Telephone: (404) 891-1402
Direct Dial: (404) 891-1406
Facsimile: (404) 506-9111
E-Mail: lwood@linwoodlaw.com

Sent from my iPhone

On Feb 17, 2020, at 9:10 PM, Taylor Wilson <georgetaylorwilson@gmail.com> wrote:

[Quoted text hidden]

2/26/2020

Gmail - Moving Forward

Lin Wood <lwood@linwoodlaw.com>

Mon, Feb 17, 2020 at 10:13 PM

To: Taylor Wilson <georgetaylorwilson@gmail.com>

Cc: Nicole Jennings Wade <nicolejenningswade@gmail.com>, Jonathan Grunberg <jgrunberg@gmail.com>

Agreed.

“What seems to us bitter trials are often blessings in disguise.” - Oscar Wilde

L. Lin Wood
L. LIN WOOD, P.C.
1180 West Peachtree Street
Suite 2040
Atlanta, GA 30309
Telephone: (404) 891-1402
Direct Dial: (404) 891-1406
Facsimile: (404) 506-9111
E-Mail: lwood@linwoodlaw.com

Sent from my iPhone

On Feb 17, 2020, at 9:10 PM, Taylor Wilson <georgetaylorwilson@gmail.com> wrote:

[Quoted text hidden]

EXHIBIT E

From: Jonathan Grunberg <jgrunberg@wglawfirm.com>
Sent: Tuesday, February 18, 2020 12:21 PM
To: Lin Wood <lwood@linwoodlaw.com>
Subject: [REDACTED]

Hello Lin,

I want to thank you again for your commitment to supporting us. I also want to apologize for any pain I've caused you. I'm grateful for the time we've shared (in which there was far more good than difficult). I hope to do you proud as an acolyte who learned most of what he knows about the law as a profession from you, and that we have good times to share in the future.

I wanted to confirm that I'll be attending the [REDACTED] interview tomorrow, and that it is still set for our office space.

We've spoken to Kimmy, and I don't know her decision and whether she can set up access and handle the W-9. If she has not yet decided, I can help you set up access for people tomorrow (and ensure that my access is limited to tomorrow). And I can also facilitate delivering the W-9 to [REDACTED], which needs to have a wet signature. We can use your signature stamp at the office, and then I can send the stamp to you as you may feel more comfortable having that in your personal possession.

Please let me know if there are other things you might need help with in the interim.

Thank you and love you,

Jonathan

EXHIBIT F

From: [REDACTED]
Sent: Saturday, February 22, 2020 12:49 PM
To: abeal@buckleybeal.com
Cc: Lin Wood
Subject: L. Lin Wood, P.C./Confidential

Dear Mr. Beal:

I write as counsel for [REDACTED] [REDACTED] [REDACTED].

Lin Wood has advised me that you represent Nicole Wade, Jonathan Grunberg and Taylor Wilson. I understand that your clients left L. Lin Wood, P.C. and together have established a new law firm. Finally, Lin advised me that your clients now claim some portion of the [REDACTED] fees to be paid from the settlement with [REDACTED]. I hope that your clients have advised you that the terms of the settlement are strictly confidential. The [REDACTED] will hold you, your firm and your clients accountable should any information about the settlement be made public. I strongly recommend that your clients not share with you any of the terms of the settlement.

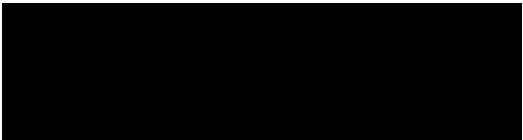
While Lin is the lead counsel in the [REDACTED] cases, I have maintained the primary relationship with our clients. I chose to hire Lin Wood to represent [REDACTED] and intend for that relationship to continue. I have advised the [REDACTED] that there may be dispute between Lin and his former colleagues. They have authorized me to take actions necessary to protect [REDACTED] interest in the [REDACTED] settlement. To that end, I wish to advise you that upon the court's approval of the [REDACTED] settlement, I will deposit the [REDACTED] settlement monies into my firm's escrow account, distribute monies to [REDACTED], distribute fees to my firm and pay to L. Lin Wood, P.C. its costs and expenses. I, however, will not distribute monies to your clients or Lin Wood for fees owed absent an agreement among the parties or an order by a [REDACTED] court directing me to disburse the monies in a particular manner.

Further, it is my opinion that the [REDACTED] control the fees to be paid from the [REDACTED] settlement and at best are obligated to pay your clients in quantum meruit for their services. Absent an agreement, we do not and shall not agree that any fees due to L. Lin Wood, P.C. be divided with any other lawyers except on a quantum meruit basis. We believe this position is consistent with our agreement with L. Lin Wood, P.C. and the law in general.

Please contact me if you have any questions.

[REDACTED]

[REDACTED]




This electronic transmission (including attachments) is covered by the Electronic Communications Privacy Act, 18 U.S.C. Sections 2510-2521. It is personal, confidential, and privileged, as work product, attorney/client communication, and/or settlement discussions. It is intended solely for the use of the individual (or entity) to whom it is addressed. If you are not the intended recipient or the person responsible for delivering this e-mail to the intended recipient, please immediately notify the sender by return e-mail or at . You must delete this e-mail from your system without copying or forwarding it. If you are not the intended recipient, any dissemination or use of this information is a violation of federal law.

EXHIBIT G

From: Lin Wood

Sent: Thursday, February 27, 2020 5:07 AM

To: abeal@buckleybeal.com

Cc: Kimmy Hart Bennett <khart@linwoodlaw.com>; [REDACTED]; Taylor Wilson

<twilson@wgwlawfirm.com>; Jonathan Grunberg <jgrunberg@wgwlawfirm.com>; Nicole Wade
<nwade@wgwlawfirm.com>

Subject: LLW PC/WGW

Importance: High

CONFIDENTIAL – FOR SETTLEMENT PURPOSES ONLY

Drew,

If you decide to take me before the State Bar for directly corresponding with your clients in violation of your request that I refrain from doing so, I shall plead the “God made me do it” defense. I think I have a good defense. Time is of the essence in the dispute between the parties has already lasted too long. Too long is too long. Always has been. Always shall be.

The best and highest use of power is when the most powerful do not use it unless its use is absolutely necessary. I am most powerful in a court of law. Rather than risk an unnecessary use of that power against Taylor, Jonathan, and Nicole (WGW), I choose by my free will to send one more email in an effort to resolve our differences and disputes truthfully, fairly, and respectfully. Please do not mistake my effort as a disguise for weakness or misinterpret this email as an invitation to negotiate. My terms are non-negotiable; however, if the terms below are acceptable to your clients, I will fairly and respectfully negotiate with them over any items that have been omitted from this proposal.

1. PR II Regions Plaza Lease and Related Items:

- Rent:

There appears to be a dispute as to who is the tenant under the office Lease for Suite 2040. Your clients may argue that L. Lin Wood, P.C. (LLW PC) is the tenant. A better argument appears to be that considering all circumstances surrounding the background and execution of the Lease, L. Lin Wood, P.C., Taylor, Jonathan, and Nicole are all tenants in common under the Lease. That is the only plausible explanation for why the Landlord required all four (4) signatures. I know that the four of us negotiated the Lease, made the security deposits under the Lease, and split the rent due under the Lease, as well as other overhead expenses, four ways. However, instead of spending time and money to fight over who is responsible to the Landlord under the Lease, I am willing to execute an Addendum to the Lease, which states that L. Lin Wood, P.C. is the tenant under the Lease, provided that I, Taylor, Jonathan, and Nicole (“WGW”) sign individual guaranties of the Lease. In exchange, Taylor, Jonathan, and Nicole must as soon as reasonably move back into the leased space and be solely responsible for all rent on and expenses for the space after April 30, and through the end of the Lease term. In other words, the office sharing agreement between the four of us will terminate effective April 30.

Rent has already been paid by L. Lin Wood, P.C. through March 2020. Nicole will pay her ¼ share to L. Lin Wood, P.C. from January through April, and WGW will each pay their ¼ share of the rent for February through April. L. Lin Wood, P.C. will move out of the space by April 30, 2020—thirty-seven years after I founded my first law firm, Wood & Moore on May 1, 1987. I will be in the office very little during that time and likely just to check mail, move out my office furniture and other items from my and Kimmy’s

offices. The current sign on the door will remain until L. Lin Wood, P.C. vacates the space. On May 1, WGW can put their firm name on the door and utilize the space to grow their own firm. WGW can reduce its monthly office expenses by adding new lawyers to the firm or by entering into a new office expense sharing arrangement with third parties of its choice.

- Furniture, Artwork and other Items:

In lieu of the calculation and payment to WGW as the quantum meruit compensation for its work in the [REDACTED] case, WGW will be allowed to keep and own all furniture, including, but not limited to, the furniture in the reception area, the tables in the three conference rooms, appliances, file cabinets, TVs, and artwork that are currently in the leased space, except for the furniture and items in my and Kimmy's offices, and any personal photographs or artwork in the common areas of the space of my choosing. I will sign a bill of sale to show that I no longer have any interest in the items WGW is allowed to keep. I believe the value of these items will far exceed any quantum meruit value WGW will be able to accurately reconstruct at this time establish, particularly given that the case has already settled.

- Parking:

L. Lin Wood, P.C. has paid for parking through the end of April for his [REDACTED] space and the space for Kimmy. I will cooperate with WGW to re-secure their parking spaces with [REDACTED], or WGW can secure spaces through the Landlord.

2. **Line of Credit:**

I will provide WGW along with all 3 member as guaranteed by each individual a \$500,000.00 line of credit to assist WGW in growing their practices. The line of credit would be available upon the execution of the appropriate documents, including a settlement agreement and release, and remain available for three years, if they comply with the terms of the letter of credit. They can email me when they seek an advance of monies. Any amounts drawn down from the line of credit would accrue 5% per annum simple interest. Interest only payments would be payable every three months. I want WGW to succeed as demonstrated by this settlement offer. Building WGW through its own money, effort, and risk will give WGW a great source of satisfaction and pride. It would do them no good to give them fish, when they need to learn how to fish.

3. **Reimbursement of Expenses:**

L. Lin Wood, P.C. will reimburse all documented and reasonable expenses incurred by Taylor, Jonathan and Nicole to move into temporary office space not to exceed \$5,000.00. Hopefully this will hasten their return to their tasteful and comfortable offices in Suite 2040 of Regions Plaza, where they wanted to be and committed to be for the next several years.

4. Cases:

- [REDACTED]—As you were informed by [REDACTED], he will deposit, upon the court's approval of the [REDACTED] settlement, the [REDACTED] settlement funds into his firm's escrow account. The [REDACTED], not me, control the amount of fees to be paid to WGW, and the clients will only agree at best to pay WGW quantum meruit for services strictly related to the [REDACTED] case which will be very difficult for WGW to calculate. Rather than pay WGW quantum meruit, I will allow WGW to retain furniture and other items, as set forth above.
- [REDACTED]— WGW must provide to me strict proof of reasonable and necessary hours spent on these cases prior to the exclusion of WGW from the office space. On or about February 14.. I, in my sole discretion, will decide whether the hours are reasonable and necessary. If and when either of these cases are successfully resolved, either through a jury verdict or a settlement, and settlement funds are disbursed in either case, I will approve, and ask [REDACTED] and the [REDACTED] to approve, doubling (2X) the quantum meruit value for the services WGW provided prior to February 14 and set amount shall be paid to them. In effect, I will agree to double the value in consideration for the work WGW did to review materials in efforts to identify individuals and entities to be sued.
- [REDACTED]—Fees have been received for these cases. The clients have informed me that any agreement reached between L. Lin Wood, P.C. and V or any other lawyer before the fees were disbursed to L. Lin Wood, P.C. is null and void and not approved by the client. These clients have, however, stated that they will approve any agreement that is satisfactory to me and reached after today. For the [REDACTED] case, L. Lin Wood, P.C. will agree to share 25% of the \$[REDACTED] in fees L. Lin Wood, P.C. received—this amount is strictly confidential ([REDACTED] received \$[REDACTED] in fees). For the [REDACTED] case, L. Lin Wood, P.C. will agree to share 25% of the \$[REDACTED] in fees L. Lin Wood, P.C. received ([REDACTED] received \$[REDACTED] in fees).
- [REDACTED]—I will agree that WGW will receive 80% of any contingency received in this case; L. Lin Wood, P.C. will retain 20% of any contingency fee. Taylor and his firm will be lead counsel. I will allow my firm to be identified in the pleadings and briefs; however, my firm will be listed above Taylor's firm and I have final approval of any pleadings and briefs filed with my firm's name on it.
- [REDACTED]—Subject to client approval, I will agree that 20% of any fees go to L. Lin Wood, P.C., and 80% of any fees go to Taylor/ WGW.

5. Letter of Apology/Retraction:

I feel strongly that Taylor, Jonathan and Nicole said some very hurtful and false things about me and my faith to my family, friends and colleagues. They know what they said and to whom they said it; it is too painful to rehash it now. Taylor, Jonathan and Nicole must each write a note to my [REDACTED] children and former wife, [REDACTED], an unqualified apology and retraction. I will be happy to provide their email addresses to your clients. They must admit they were wrong about what they said about me personally and the exercise of my faith, and that they were hurt, upset, concerned and/or angry, which caused each of them to cross the line and make accusations and jump to conclusions about me without adequate proof thereof. Each member of WGW must confirm what they know is true: they were blessed to have had the opportunity to work with me, and while we sometimes had our differences, they love me and I love each of them and their families. Always have. Always shall.

6. Non-Disparagement Clause and Release:

All parties shall agree to a non-disparagement clause and a mutual release of all claims.

7. Referrals:

I will use WGW as a primary referral source and at my sole discretion, will send any potential new matters to WGW. She's

8. Miscellaneous:

The current malpractice insurance will remain in effect until it expires. I will also continue to maintain the Westlaw subscription, if it has not yet been terminated by Kimmy.

9. Attorneys' Fees and Costs:

I will reimburse WGW an amount not to exceed \$5,000.00 for its attorneys' fees and costs incurred to resolve our disputes. Beyond that, all parties will bear their own attorneys' fees and costs.

10. Emails and Dropbox:

The parties shall maintain their separate email accounts and file storage accounts with no intermingling of these accounts by either WGW or L. Lin Wood, P.C.'s

If any items were omitted from the above, please let me know. Additional issues may arise that will need to be discussed between the parties and memorialized in a settlement agreement and release; however, the above represents the key terms of the proposal. After you confirm in writing that your clients accept this proposal, I will ask you to put together the first draft of the settlement agreement and release.

This settlement offer expires at **6:00 pm EST on February 27, 2020**. Despite what you may think, I have always believed in each member of WGW, and have always believed that they would never let me down or not believe in me. I trust that each member of WGW will wisely choose to accept this reasonable of settlement on my part.

A Time for Everything - Ecclesiastes 3

For everything there is a season, and a time for every matter under heaven:
time to be born, and a time to die;
a time to plant, and a time to pluck up what is planted;
a time to kill, and a time to heal;
a time to break down, and a time to build up;

a time to weep, and a time to laugh;
a time to mourn, and a time to dance;
a time to cast away stones, and a time to gather stones together;
a time to embrace, and a time to refrain from embracing;
a time to seek, and a time to lose;
a time to keep, and a time to cast away;
a time to tear, and a time to sew;
a time to keep silence, and a time to speak;
a time to love, and a time to hate;
a time for war, and **a time for peace.**

Wi

It is late and I now must rest before I go for a general checkup with my physician at 9:00 AM, as I promised my son, [REDACTED], that I would do at his request.. While I am tired and especially tired of the disputes with WGW, I otherwise feel great. I will feel better when the parties disputes are resolved.

With highest personal and professional regards,

Lin

L. Lin Wood
L. LIN WOOD, P.C.
1180 West Peachtree Street
Suite 2040
Atlanta, GA 30309
Telephone: (404) 891-1402
Direct Dial: (404) 891-1406
Facsimile: (404) 506-9111
E-Mail: lwood@linwoodlaw.com
Website: www.linwoodlaw.com

EXHIBIT H

From: [REDACTED]
Sent: Sunday, March 1, 2020 3:49 PM
To: Lin Wood <lwood@linwoodlaw.com>; Andrew Beal <abeal@buckleybeal.com>
Subject: L. Lin Wood, P.C./Confidential

Drew & Lin:

After speaking briefly with each of you on the subject of Nicole, Jonathan and Taylor's claims against Lin, I write to address the problem and to suggest a partial-solution to dealing with the [REDACTED] fee to be paid in the [REDACTED] litigation. As you both know, the settlement is confidential, but must be revealed in part to help resolve the dispute. The total fee due the attorneys in the case is \$[REDACTED]. Of that, L. Lin Wood, P.C. (the "PC") and my firm will divide that 50/50. My firm had an issue with one of our partners related to the fee. To assist with the resolution of that matter, Lin pledged \$[REDACTED] to help settle that dispute. Accordingly, my firm will receive one-half of the total fee plus \$[REDACTED]. Lin's remaining share of the fee is \$[REDACTED].

Drew, on Friday, you advised me that your clients planned to file a lien upon the fee to protect their claimed interest. I believe that would be an error. [REDACTED] does not allow your clients to file a lien. I have attached the statute for your reference. The statute allows only the parties to the fee agreement to assert a lien. Nicole, Jonathan and Taylor do not have an agreement with the [REDACTED] and cannot assert a lien. Moreover, for the sake of argument, let's assume that they were entitled to a lien. In that circumstance, absent a written agreement, they could seek only a "reasonable fee," which is a quantum meruit fee. Nicole, Jonathan and Taylor do not have any writing to support their claimed fee. So, based upon my interpretation of the statute, the [REDACTED] have no obligation to them. Nevertheless, the [REDACTED] would support payment of a quantum meruit fee if that helped resolve the dispute.

While I admittedly have great respect for Lin and call him my friend, my highest duty is to the [REDACTED]. So I approach this matter as an objective and disinterested stakeholder. To that end, instead of filing a legally defective lien and undertaking the risks of such filing, I recommend that you each authorize me to hold in escrow the disputed sum. Then, I will release the monies only as directed by an agreement or entry of a final order by a court of competent jurisdiction. I understand that Nicole, Jonathan and Taylor have sought 50% of the PC's share of the [REDACTED] fee. That is \$[REDACTED]. I propose that my firm hold on to that sum pending resolution of the claim. This takes your protection from a minimum (you are not legally entitled to a lien) to maximum (I hold onto the fee pending final resolution).

I hope that this simple and commonsensical solution will permit both sides to move to resolve the dispute without added worry about where the monies are and how they are to be released. I surely hope you can work out a deal and that my ideas here help.

Thank you,

[REDACTED]

[REDACTED]

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EXHIBIT I

From: Andrew Beal <ABeal@buckleybeal.com>

Sent: Wednesday, March 11, 2020 6:27 PM

To: Marquardt, Chris <Chris.Marquardt@alston.com>; Burby, Joey <Joey.Burby@alston.com>

Subject: 20.03.11 T Chris M. Joey B.docx

EXTERNAL SENDER – Proceed with caution

Attached please find my clients' response to our discussion of this morning. I tried to cover all the loose ends of any issue which might come up and to cover the law and facts surrounding the lease issue as well.

Drew.

POINTS FOR SETTLEMENT DISCUSSIONS BETWEEN LLW AND WGW

Chris and Joey:

I wanted to respond to the points you raised in our settlement discussion this morning. While I believe we are off to a very good start in reaching a global resolution to the issues between are clients, there are a few facts I think we need to address. First and foremost, there are significant repercussions from your client's decision to evict my clients leaving them with hours to vacate Suite 2040,, keeping all their personalty, refusing to forward their messages or mail, and publishing lengthy diatribes to them and third parties about how each of my clients committed felonies and other offenses for which they should be disbarred and investigated. While my clients are not interested in prolonging negotiations regarding this behavior (and you now have substantial evidence of your client's behavior, so I will not prolong the discussion), they are also not prepared to pretend it did not happen and are fully prepared to litigate all of their claims in this regard, including libel/slander, battery, intentional infliction of emotional distress, breach of contract, detrimental reliance, and others. I think you can imagine their position as they sit in a temporary space, with rented furniture, without their own personal belongings, trying to get in touch with clients who cannot find them, and working on files they are reconstructing—and they are now being told that they potentially breached a lease of a building that will not let them enter the premises. Let me try to set out their position.

1. Lease

The lease in question makes it clear that the only tenant is L. Lin Wood, P.C. (LLW), and my clients (WGW) signed as partners of that entity. LLW sent emails to the landlord during the lease negotiation in which he said that the P.C. would be the tenant, and he would sign, along with "his partners," who Lin indisputably listed as my clients. The building responded that the PC would be the tenant but they would leave signature lines for all to sign. It is clear that everyone intended to have one tenant, and this is specifically what the lease states. All parties were represented, and the language is clear. Thus, for my clients to have any obligation to the landlord under the lease, the following would have to be true: the term "Tenant" would have to have been completely incorrect in the signed lease document; when my clients signed "Partner," they really didn't mean they were partners but were signing individually and not even as their PC's which each of them had at the time; the landlord's attorneys somehow forgot to insist upon a personal guarantee for these individual tenants; and finally, your client was deliberately incorrect when he emailed the landlord about the signatories to the lease during negotiations. Clearly, none of these scenarios is factually or legally possible.

Further, it is hard to imagine any other interpretation when your client contacted the building management, had my clients escorted from the property, and changed the locks. This act was followed by over a dozen emails from your client in which he reiterated that my clients were barred from the property, which your client repeatedly referenced as "my office." My clients

have not even had access to their own furniture and personalty. If my clients were actually tenants, it is hard to see how they could be evicted by the owner of the P.C.

On the other hand, the parties conducted themselves in a manner whereby my clients each paid 25% (for a combined total from WGW of 75%) of the lease obligation and overhead expenses and shared in the profits of various cases on a case by case basis. For my clients to have a continuing obligation to your client, your client would have to prove a claim under de-facto or ostensible partnership. If that were the case and my clients were forced to pay some of the operating expenses of this de-facto partnership, then all of the benefits of their joint venture would naturally flow to them as well, both the fees that have already been earned and agreed to as set forth below, but the fees left to be earned on the other cases as well. My clients cannot be forced to pay the expenses of a joint venture and not get the profits from it. Thus, if my clients are to be required to pay lease expenses on the space, then they will be entitled to a sizable percentage of the profits from the Pending Cases (item 4 below). If your client does not want to share those profits and wishes only to pay a quantum meruit fee for my clients' services on those cases for which he has not already agreed to pay my clients and for which the fee has not yet been earned, then he is not entitled to payment of the expenses related to generating them. In short, my clients were never tenants, and if they were, they were evicted by both your client and the building, terminating all obligations pursuant to the lease if they existed in the first place.

Legal issues aside, below is a breakdown of the terms of an agreement my clients are willing to accept:

- a. Percentage of the lease buyout payment based upon final resolution with landlord
 - Note that NJW, JG, and GTW each paid LLW PC \$4,054 toward security deposit in September 2018 (total of \$12,162)
 - Also note that as LLW has always recognized, he occupied more of the office space than my clients – in fact, Lin's office combined with Kimmy's office (which includes the hallway and closet he absorbed into his office) is about the same amount of space as my clients' 3 offices
- b. Need immediate access to remove clients' furniture, client files, personal belongings
- c. LLW owes WGW for wrongful eviction (having to get temp space, etc.)
 - LLW offered \$5,000. Expenses will total \$20,000

2. Settled Cases – Per Feb. 17 agreement

- a. [REDACTED]: 50% LLW total fee to WGW = \$ [REDACTED]
- b. [REDACTED]: 60% LLW total fee to WGW = \$ [REDACTED]
- c. [REDACTED]: 80% LLW total fee to WGW = \$ [REDACTED]
- d. [REDACTED]: 80% LLW total fee to WGW = Estimated fee of \$ [REDACTED] (this is a class action with attorney's fees subject to court approval in coming weeks)

3. Pending Cases – Per Feb. 17 agreement

- a. [REDACTED]: 80% LLW total fee to WGW, same expense split

b. [REDACTED]: 80% LLW total fee to WGW, 50/50% expense split

4. Pending Cases – No Previous Resolution. WGW partners listed on all pleadings.

a. [REDACTED]

- WGW is entitled to percentage of recovery – note that LLW told NJW on Jan. 7 that if he had to decide that day, he would allocate 50% to WGW, which is consistent with our clients' course of dealing whereby LLW would pay my clients each 15% plus or minus 5% based upon performance
- Open to discussion on settlement but one proposal could be:
 - If case settles prior to first substantive deposition, 45% of LLW PC fee to WGW
 - If case settles prior to filing MSJ, 35% of LLW PC fee to WGW
 - If settles after filing of MSJ but before jury selection, 20% of LLW PC fee to WGW
 - If settles after jury selection or resolved by trial, 15% of LLW PC fee to WGW
- WGW did 90% work on all aspects of case to date (note clients have substantial email documentation of this), including the proof that they accomplished the following:
 - Prepare initial Complaint (including 7 articles)
 - Opposition to MTD
 - Prepping McMurtry (local counsel in Ohio/KY) for oral argument
 - Prepare Motion for Reconsideration and to Vacate Judgment (which was successful and the only reason case is still pending)
 - Prepare Amended Complaint (90 pages, 350 para.)
 - Prepare Rule 26(f) report
 - They estimate they have between 500-750 hours in this file

b. [REDACTED]

- WGW entitled to same percentages of recovery as in a above;
- WGW did 90% work on all aspects of case to date (and again, we have substantial email documentation), including:
 - Prepare initial Complaint (75 pages, 16 different broadcasts, 6 articles)
 - Opposition to MTD, prepared with assistance from McMurtry's firm based upon WaPo form prepared by WGW
 - Prepare Amended Complaint and motion to amend (we won)
 - Oppose Motion to Strike (we won)
 - Opposition to MTD Amended Complaint (we won)
 - Prepare Rule 26(f) report
- Note also that WGW did countless hours of prep on other [REDACTED] cases, including the 5 cases filed last week and cases that may be filed in the future. My clients do not seek any compensation for all of that work.

5. Overhead Expenses

- a. LLW cashed NJW (Nicole Wade) Jan. overhead check – so that is no longer an issue
- b. Overhead due vs. reimbursement shall be treated as a wash
 - LLW contends WGW owes overhead for Feb. 1 through Feb. 15, usual monthly totals around \$7,000
 - But LLW has admitted that he owes reimbursement to WGW for prorated share of annual payments already made (e.g., annual malpractice insurance payment of \$14k made in November) – we estimate \$4,100 each
- c. Note that for the last 2 years, my clients have paid 75% of all overhead – including all supplies/technology/contracts, televisions in office, etc.

6. Additional Transition Issues

- a. LLW needs to transfer all NJW files – electronic and hard copy – to WGW
- b. LLW needs to provide copies of [REDACTED] and [REDACTED] files – electronic and hard copy
- c. LLW needs to provide WGW with emails/voicemails received since Feb. 15
 - LLW cut off my clients' access to his system with no forwarding info or bounce-back – when they advised him that this could damage their clients because there was no indication to court or clients that they were not getting messages, he said that was “your problem”
- d. LLW needs to provide bounce-back email message for at least 6 months advising of my clients' new email addresses at WGW

7. Attorneys' Fees

Lin offered \$5,000. My clients will pay closer to \$20,000 – to enforce an agreement that Lin admits that he made with them, and to defend themselves from Lin's false accusations.

8. Additional Settlement Issues

- a. Full mutual releases
- b. My clients will agree to non-disparagement provision
- c. My clients will agree to confidentiality provision

Please give me a call after you get a chance to review.

Drew Beal.

EXHIBIT J

From: Marquardt, Chris <Chris.Marquardt@alston.com>
Sent: Tuesday, March 17, 2020 10:44 PM
To: Andrew Beal <ABeal@buckleybeal.com>
Cc: Burby, Joey <Joey.Burby@alston.com>
Subject: FW: Update
Importance: High

Drew:

I'm pleased that we were able to get a deal done tonight. Thanks for your efforts that helped the parties reach resolution.

Lin received the below email tonight. I pass it on to you so that your clients receive the message on likely timing of the court hearing in [REDACTED].

Christopher C. Marquardt
Alston & Bird LLP
1201 West Peachtree Street
Atlanta GA 30309-3424
(404) 881-7827 direct
(404) 253-8741 e-fax
chris.marquardt@alston.com

From: [REDACTED]
Sent: Tuesday, March 17, 2020 9:06 PM
To: Lin Wood <lwood@linwoodlaw.com>
Subject: Update

Lin:

I write to bring you up to date on the status of the [REDACTED] settlement. We were set for a hearing on Monday in the [REDACTED] District Court to [REDACTED] and the [REDACTED] settlement. Unfortunately, the court cancelled all hearings until late April. We called Monday to ask for a phone hearing, but the clerk denied that request. So, we were forced to reschedule. The earliest date we could get before our preferred judge, [REDACTED], was May 4. This is an unfortunate delay, but I assure you we have no other option.

I will keep you updated should anything change.

[REDACTED]	[REDACTED]
------------	------------

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EXHIBIT K

> On Mar 18, 2020, at 10:42 AM, Jonathan Grunberg <jgrunberg@wglawfirm.com> wrote:

>

> Lin,

>

> Thank you for your kind message and generous offer. These are certainly challenging times economically and professionally. But we hope to weather the storm without having to take on any debt.

>

> We're happy to hear about your reinvigorated drive to practice. Sounds like you have some great work on the horizon. We wish you nothing but continued professional success.

>

> We also wish you the best personally and hope that the pain with family and friends comes to a close soon.

>

> Kindest regards,

>

> Jonathan

>

>

>

>

> -----Original Message-----

> From: Lin Wood <lwood@linwoodlaw.com>

> Sent: Wednesday, March 18, 2020 9:09 AM

> To: Taylor Wilson <twilson@wglawfirm.com>; Jonathan Grunberg <jgrunberg@wglawfirm.com>; Nicole Wade <nwade@wglawfirm.com>

> Cc: Joey Burby <Joey.Burby@alston.com>; Chris Marquardt <Chris.Marquardt@alston.com>; Andrew Beal <abeal@buckleybeal.com>; Kimmy Hart Bennett <khart@linwoodlaw.com>; [REDACTED]

> [REDACTED]; [REDACTED]

> Subject: Line of Credit

>

> Taylor, Jonathan, and Nicole,

>

>

> I am unaware of details of your personal financial situation and how you have done financially in your law practice since the establishment of your new law firm. I do vividly recall how difficult it was for me financially in the first couple of years after I established Wood & Moore in May of 1983. I know the concerns I had at that time about paying for my new law firm overhead, financing cases, and supporting myself and my family. It was actually several years before I began to reap the financial benefits of my professional efforts and beliefs in myself. I survived and over the years God has blessed me with steady and substantial financial blessings. I never gave up in the dark days and I continued to exercise my professional efforts with the best interests of my clients at the forefront of my law practice and never allowed myself to put my personal difficulties ahead of my duty to my clients. That formula proved to be a long-term

winner for my clients and me.

>

> I am now approaching 68 years of age but recent events in my life have reinvigorated my desire to actively practice law for [REDACTED] and a select group of other clients. So I am not done yet for another several years. I have also been blessed to envision the pursuit of charitable endeavors to aid the plight of unwanted puppies and dogs and to work with [REDACTED]. Based on a recent meeting with the President, I also expect to have some additional duties to fulfill for my country over the next many months and perhaps years. My health is excellent so I am still going strong and feeling stronger by the day. A purpose for life inspires living.

>

> You all know from firsthand experience that after my eye surgery that I found God and Jesus at age 66. I am not unmindful that the realization that God is real changed me and my life in profound ways. I have known over the last many months that the changes in my life have raised concerns about me because I am different as a believer than the precious version of me. I love the changes in my life even though they have created a not insignificant measure of pain in my relationships with my family and my friends. But I have given God 100% control of my life and now knowing the extent of his love for me, I pray that I never return to the Lin of old. I am focused on eternity in Heaven and not life on Earth. My acts and deeds during the latter will determine my fate for the former.

>

> Having said all of the above by way of background, I want to extend to you my willingness to discuss with you individually or as a firm the idea of extending to you a working line of credit for you the next 3-6 months in an amount that will provide you some assistance in meeting your operating expenses and client obligations. Of course, I would expect a reasonable return on my investment but I would always be fair to you and never seek to take advantage of your current situation to unjustly enrich myself. I think a 5% annual rate of compounded interest on all monies loaned to you would be fair to all parties. I do not engage in predatory lending!

>

> If you would like to explore this offer with me, let me know and we can arrange a meeting to further discuss and hopefully reach an agreement that will help you.

>

> As a nation and a people, we are facing difficult days ahead. But I know that God's Will shall be done and that better days lay ahead for ALL.

>

> My love for ALL of you and your families has never changed and I have forgiven you for any wrongs you have inflicted on me just as I trust that you have forgiven me for any wrongs I inflicted upon you in the past. We are ALL in it together. All means all. Always has. Always shall.

>

> I hope to hear from you and see you soon. I have missed you. While we may never practice law together again, we still have our friendship and love.

>

> Highest regards,

>

> Lin

>

> L. Lin Wood

> L. LIN WOOD, P.C.

> 1180 West Peachtree Street

> Suite 2040

> Atlanta, GA 30309

> Telephone: (404) 891-1402

> Direct Dial: (404) 891-1406

> Facsimile: (404) 506-9111

> E-Mail: lwood@linwoodlaw.com

>

> Sent from my iPhone

EXHIBIT L

From: Jonathan Grunberg <jgrunberg@wglawfirm.com>
Sent: Sunday, April 5, 2020 12:14 AM
To: Lin Wood <lwood@linwoodlaw.com>
Subject: RE: Just checking in

Hello Lin,

Thank you for the kind message. We are all hanging in there and healthy. We're lucky to have a nice home and some great support.

I hope you are taking good care of yourself in these tough times. I'm sorry to hear that things have not resolved with your children.

With love,

Jonathan

From: Lin Wood <lwood@linwoodlaw.com>
Sent: Saturday, April 4, 2020 5:20 PM
To: Jonathan Grunberg <jgrunberg@wglawfirm.com>
Subject: Just checking in
Importance: High

Jonathan,

Today's news seems to just get worse in terms of the impact of COVID-19 on our world and country. I felt moved to write you just to tell you that I worry about you, [REDACTED], and your [REDACTED] beautiful children. I can only imagine how difficult a quarantine must be on a family or anyone with kids. I am still estranged from my precious children and grandson, but I trust that they will change their view of me in the near future. That issue is now in God's hands.

I bear no ill will toward you, JG. To the contrary, I pray for you and your family and wish you only success in these times and the days that lay ahead. While things may worsen, I know that bad will eventually turn toward good.

I love you,

Lin

L. Lin Wood

L. LIN WOOD, P.C.

1180 West Peachtree Street

Suite 2040

Atlanta, GA 30309

Telephone: (404) 891-1402

Direct Dial: (404) 891-1406

Facsimile: (404) 506-9111

E-Mail: lwood@linwoodlaw.com

Website: www.linwoodlaw.com

EXHIBIT M

From: Taylor Wilson <twilson@wglawfirm.com>
Sent: Wednesday, March 18, 2020 9:06 AM
To: Lin Wood <lwood@linwoodlaw.com>
Subject: Re: Referral from [REDACTED]

Thanks Lin. I will follow up. Traveling today but will call her back today if I can, tomorrow if not.

And, responding to prior emails, I do believe we have reached out to all prior referrals.

Thanks.

Get [Outlook for iOS](#)

From: Lin Wood <lwood@linwoodlaw.com>
Sent: Wednesday, March 18, 2020 12:41:27 AM
To: Taylor Wilson <twilson@wglawfirm.com>
Subject: FW: Referral from [REDACTED]

This is apparently a referral from [REDACTED].

L. Lin Wood
L. LIN WOOD, P.C.
1180 West Peachtree Street
Suite 2040
Atlanta, GA 30309
Telephone: (404) 891-1402
Direct Dial: (404) 891-1406
Facsimile: (404) 506-9111
E-Mail: lwood@linwoodlaw.com
Website: www.linwoodlaw.com

From: [REDACTED]
Sent: Tuesday, March 17, 2020 2:25 PM
To: Lin Wood <lwood@linwoodlaw.com>
Subject: Fwd: Referral from [REDACTED]

Sent from my iPhone

Begin forwarded message:

From: [REDACTED]
Date: March 12, 2020 at 12:06:00 PM EDT
To: [REDACTED]
Subject: RE: Referral from [REDACTED]

[REDACTED],
In answer to your question, I think it is possible that someone like Lin Wood might take case like this. I say that because he has handled defamation cases. Malicious prosecution cases have some similarities to the defamation-type cases in which Lin specializes. So I think he might be better positioned than most to give you solid and sober advice. I am copying a link to his firm website here:

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

Cheers,
[REDACTED]

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

From: [REDACTED]
Sent: Thursday, March 12, 2020 11:55 AM
To: [REDACTED]
Subject: Re: Referral from [REDACTED]

Thank you so much for getting back in touch. Do you know of any lawyers that do take on a case like this? That you could recommend?
I appreciate any help you can give me

Thanks ,
[REDACTED]

Sent from my iPhone

On Mar 12, 2020, at 9:04 AM, [REDACTED] wrote:

[REDACTED],

I am so sorry to hear about how this has been a setback to you financially and personally. Unfortunately, this is not the kind of civil action we would undertake. I do wish you and your parents the best of luck.

Respectfully yours,
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

From: [REDACTED]

Sent: Wednesday, March 11, 2020 4:13 PM

To: [REDACTED]

Subject: [REDACTED]

Do you take on Malicious Prosecution cases? This is a case against [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

From: Taylor Wilson <twilson@wgwlawfirm.com>
Sent: Wednesday, April 1, 2020 10:08 AM
To: Lin Wood <lwood@linwoodlaw.com>
Subject: RE: inquiry about the fair report privilege

Than you, Lin, for referring [REDACTED].

From: Lin Wood <lwood@linwoodlaw.com>
Sent: Tuesday, March 31, 2020 11:56 PM
To: [REDACTED]
Cc: Taylor Wilson <twilson@wgwlawfirm.com>
Subject: RE: inquiry about the fair report privilege
Importance: High

[REDACTED],

Thank you for your email. I am not currently taking on any significant new litigation matters as I have a full plate in litigation pending in Kentucky. So I am not presently in a position to review your matter. However, Taylor Wilson (who I am copying on this email) is a lawyer with whom I have worked in the past on defamation matters. Taylor may be in a position to review your situation and possibly meet with you while you are in Atlanta. I will bow out after this email in hopes that you and Taylor will connect and that he may be of assistance to you. I wish you success.

Lin

L. Lin Wood
L. LIN WOOD, P.C.
1180 West Peachtree Street
Suite 2040
Atlanta, GA 30309
Telephone: (404) 891-1402
Direct Dial: (404) 891-1406
Facsimile: (404) 506-9111
E-Mail: lwood@linwoodlaw.com
Website: www.linwoodlaw.com

From: [REDACTED]
Sent: Tuesday, March 31, 2020 3:30 PM
To: Lin Wood <lwood@linwoodlaw.com>
Subject: Fwd: inquiry about the fair report privilege

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

From: Taylor Wilson <twilson@wglawfirm.com>
Sent: Friday, April 3, 2020 6:31 PM
To: Lin Wood <lwood@linwoodlaw.com>
Subject: Re: Libel

Thank you! I will review ASAP. Hope you are finding ways to pass the time during quarantine!

Get [Outlook for iOS](#)

From: Lin Wood <lwood@linwoodlaw.com>
Sent: Friday, April 3, 2020 6:29 PM
To: Taylor Wilson
Subject: Fwd: Libel

I have not reached out to [REDACTED] yet as I thought you might want to review the materials he referenced and attached to see if it merits follow up on your part. If not, I will decline. If so, I will refer to you.

Hope you and the family are doing well.

I have a couple more potential case to send your way. Will follow up on them over the weekend. You never knew where the diamond will be found. Just have to mine good coal.

Lin

L. Lin Wood
L. LIN WOOD, P.C.
1180 West Peachtree Street
Suite 2040
Atlanta, GA 30309
Telephone: (404) 891-1402
Direct Dial: (404) 891-1406
Facsimile: (404) 506-9111
E-Mail: lwood@linwoodlaw.com

Sent from my iPhone

Begin forwarded message:

From: [REDACTED]

Date: April 3, 2020 at 3:01:55 PM EDT

To: [REDACTED], Lin Wood <lwood@linwoodlaw.com>

Subject: Libel

Dear L. Lin Wood and associates,

I hope this letter finds you and your families well during this troubled time in our nation.

I'm writing to you in reference to a matter involving [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



From: Taylor Wilson <twilson@wglawfirm.com>
Sent: Sunday, April 5, 2020 5:04 PM
To: Lin Wood <lwood@linwoodlaw.com>
Subject: RE: Libel

Hi Lin. Tough situation here, but this one can safely be declined. I don't know whether there may be a malicious prosecution claim for false [REDACTED] reports, but only defamatory remarks provided by client were made in a court complaint. I don't think there is anything we can do for these folks. Thanks, again, for sending. Best, Taylor.

From: Lin Wood <lwood@linwoodlaw.com>
Sent: Friday, April 3, 2020 6:29 PM
To: Taylor Wilson <twilson@wglawfirm.com>
Subject: Fwd: Libel

I have not reached out to [REDACTED] yet as I thought you might want to review the materials he referenced and attached to see if it merits follow up on your part. If not, I will decline. If so, I will refer to you.

Hope you and the family are doing well.

I have a couple more potential case to send your way. Will follow up on them over the weekend. You never knew where the diamond will be found. Just have to mine good coal.

Lin

L. Lin Wood
L. LIN WOOD, P.C.
1180 West Peachtree Street
Suite 2040
Atlanta, GA 30309
Telephone: (404) 891-1402
Direct Dial: (404) 891-1406
Facsimile: (404) 506-9111
E-Mail: lwood@linwoodlaw.com

Sent from my iPhone

Begin forwarded message:

From: [REDACTED]
Date: April 3, 2020 at 3:01:55 PM EDT
To: [REDACTED], Lin Wood <lwood@linwoodlaw.com>
Subject: Libel

Dear L. Lin Wood and associates,

I hope this letter finds you and your families well during this troubled time in our nation.

I'm writing to you in reference to a matter involving [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

From: Taylor Wilson <twilson@wglawfirm.com>
Sent: Sunday, April 5, 2020 4:26 PM
To: Lin Wood <lwood@linwoodlaw.com>
Subject: RE: [REDACTED] - Defamation

Hi Lin.

Unfortunately, I don't think there is anything we can do for [REDACTED]
[REDACTED]
[REDACTED]

For client relations purposes, I would be happy to speak with them / hear them out to make sure I'm not missing anything if you like, but otherwise you can decline without sending them to me.

Thank you again for sending [REDACTED] to us, who I am hopeful we can help.

Best,
Taylor

From: Lin Wood <lwood@linwoodlaw.com>
Sent: Saturday, April 4, 2020 5:11 PM
To: Taylor Wilson <twilson@wglawfirm.com>
Subject: FW: [REDACTED] - Defamation

More from the [REDACTED]

L. Lin Wood
L. LIN WOOD, P.C.
1180 West Peachtree Street
Suite 2040
Atlanta, GA 30309
Telephone: (404) 891-1402
Direct Dial: (404) 891-1406

Facsimile: (404) 506-9111
E-Mail: lwood@linwoodlaw.com
Website: www.linwoodlaw.com

From: [REDACTED]
Sent: Saturday, April 4, 2020 7:27 AM
To: Lin Wood <lwood@linwoodlaw.com>; Kimmy Hart Bennett <khart@linwoodlaw.com>
Subject: Re: [REDACTED] - Defamation

[REDACTED]

On Fri, Apr 3, 2020 at 9:49 AM [REDACTED] wrote:

Hello,

We are reaching out to you regarding erroneous media coverage of a matter that our daughter was involved with that has caused severe damage including loss of job [REDACTED] and the lack of ability to get a job due directly to the media lies and coverage. Attached is a snapshot overview document of the events. We are hopeful that you will be able to give some direction to us in getting justice for this reckless behavior by the media in this case. We are attaching a video that we recorded from [REDACTED]

[REDACTED]. In addition are a few samples of the stories.

[REDACTED]

[REDACTED]

From: Taylor Wilson <twilson@wgwlawfirm.com>
Sent: Tuesday, April 7, 2020 11:56 AM
To: Lin Wood <lwood@linwoodlaw.com>
Cc: Kimmy Hart Bennett <khart@linwoodlaw.com>
Subject: RE: Potential client - FW: New submission from [REDACTED]

Interesting case for sure, and thank you for the opportunity to talk with [REDACTED]. I am happy to speak with him.

From: Lin Wood <lwood@linwoodlaw.com>
Sent: Tuesday, April 7, 2020 10:46 AM
To: Taylor Wilson <twilson@wgwlawfirm.com>
Cc: Kimmy Hart Bennett <khart@linwoodlaw.com>
Subject: Fwd: Potential client - FW: New submission from [REDACTED]

Taylor,

See below. I just left you a voice mail message about this matter. If you can give me a quick turn around in your level of interest, I can respond to [REDACTED].

Thank you.

Lin

L. Lin Wood
L. LIN WOOD, P.C.
1180 West Peachtree Street
Suite 2040
Atlanta, GA 30309
Telephone: (404) 891-1402
Direct Dial: (404) 891-1406
Facsimile: (404) 506-9111
E-Mail: lwood@linwoodlaw.com

Sent from my iPhone

Begin forwarded message:

From: Kimmy Hart Bennett <khart@linwoodlaw.com>

Date: April 7, 2020 at 10:24:28 AM EDT

To: Lin Wood <lwood@linwoodlaw.com>

Subject: Potential client - FW: New submission from [REDACTED]

Refer to WGW?

Kimmy Hart Bennett

Executive Assistant to L. Lin Wood

Registered Paralegal

Office Manager

L. LIN WOOD, P.C.

1180 West Peachtree Street, Suite 2040

Atlanta, Georgia 30309

P: (678) 365-4116

F: (404) 506-9111

khart@linwoodlaw.com

From: form <form@linwoodlaw.com>

Date: Monday, April 6, 2020 at 5:03 PM

To: Kimmy Hart Bennett <khart@linwoodlaw.com>

Subject: New submission from [REDACTED]

Name

[REDACTED]

Phone

[REDACTED]

Email

[REDACTED]

Message

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

From: Taylor Wilson <twilson@wglawfirm.com>
Sent: Saturday, April 11, 2020 8:00 PM
To: Lin Wood <lwood@linwoodlaw.com>
Subject: Re: Urgent Inquiry - False Accusations

Hey Lin. Sorry I'm just seeing this. This looks like a very short fuse on statute of limitations. Given the timeline and that it's a suit against a [REDACTED] on a contingency, I don't think we can help. As always, however, I'd be happy to talk with him if you like. Thanks for sending. Best, Taylor.

From: Lin Wood <lwood@linwoodlaw.com>
Sent: Friday, April 10, 2020 6:05 PM
To: Taylor Wilson
Subject: Fwd: Urgent Inquiry - False Accusations

This looks time sensitive so I would otherwise take a pass on [REDACTED]'s claim. However, if you have any interest in speaking with him, let me know as soon as you can and I will refer him to you when I write him to advise him if my declination due to time constraints. Thanks.

L. Lin Wood
L. LIN WOOD, P.C.
1180 West Peachtree Street
Suite 2040
Atlanta, GA 30309
Telephone: (404) 891-1402
Direct Dial: (404) 891-1406
Facsimile: (404) 506-9111
E-Mail: lwood@linwoodlaw.com

Sent from my iPhone

Begin forwarded message:

From: [REDACTED]
Date: April 10, 2020 at 4:51:36 PM EDT

To: Lin Wood <lwood@linwoodlaw.com>
Subject: Urgent Inquiry - False Accusations

Dear Mr. Wood,

I hope this email finds you well. I wanted to reach out to you with an urgent matter after being referred to you by [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

I look forward to hearing back from you, and even if you don't want to take my case, I would really appreciate the opportunity to get your expert opinion on it.

Hope to hear from you soon!

Respectfully,

[REDACTED]

[REDACTED]

From: Taylor Wilson <twilson@wglawfirm.com>
Sent: Tuesday, April 21, 2020 11:21 AM
To: Lin Wood <lwood@linwoodlaw.com>
Subject: RE: [REDACTED]

I spoke with him for half an hour; he understands and is appreciative. I am nonetheless going to take a look at this [REDACTED] to see if I have any epiphanies or other thoughts to share with him.

From: Lin Wood <lwood@linwoodlaw.com>
Sent: Monday, April 20, 2020 7:22 PM
To: Taylor Wilson <twilson@wglawfirm.com>
Subject: Re: [REDACTED]

Thanks. I know you weighed it at length and I respect that effort. Go ahead and talk to him so that he will know the reasons firsthand. Tell him I will call him tomorrow.

Really appreciate it.

Lin

L. Lin Wood
L. LIN WOOD, P.C.
1180 West Peachtree Street
Suite 2040
Atlanta, GA 30309
Telephone: (404) 891-1402
Direct Dial: (404) 891-1406
Facsimile: (404) 506-9111
E-Mail: lwood@linwoodlaw.com

Sent from my iPhone

On Apr 20, 2020, at 6:36 PM, Taylor Wilson <twilson@wglawfirm.com> wrote:

Lin,

I had a good, thorough [REDACTED] phone call with [REDACTED] today. I like him, I believe him, he got a really terrible deal in all of this. He answered all my questions [REDACTED] directly and convincingly. But I have still decided to decline. [REDACTED] it would call for a significant time investment I'm not prepared to make on this one.

Please let me know if you'd like me to convey this directly to [REDACTED].

Thanks, again, for this opportunity.

<image002.png>

G. TAYLOR WILSON

1230 Peachtree St. NE | Ste. 1900 | Atlanta, GA 30309

Direct: 404-301-3406 | Fax: 404-969-4333

twilson@wglawfirm.com

From: Taylor Wilson <twilson@wglawfirm.com>

Sent: Wednesday, May 20, 2020 7:49 PM

To: Lin Wood <lwood@linwoodlaw.com>; [REDACTED]

Subject: RE: Defamation case?

Thank you Lin.

Hi [REDACTED],

I'd be happy to chat with you and/or [REDACTED] about these issues. You are also welcome to provide her my email address or phone number if you'd rather she and I arrange a call directly. Given the climate, she may stay on the media's radar for a bit – maybe we can help.

I'm generally available tomorrow after 10 am.

Best,
Taylor



G. TAYLOR WILSON

1629 Monroe Dr. NE | Atlanta, GA 30324

Direct: 404-301-3406 | Fax: 404-969-4333

twilson@wglawfirm.com

From: Lin Wood <lwood@linwoodlaw.com>

Sent: Wednesday, May 20, 2020 6:38 PM

To: [REDACTED]

Cc: Taylor Wilson <twilson@wglawfirm.com>

Subject: Re: Defamation case?

[REDACTED]

I am doing well and staying safe! Hope you are too!

I have a clear conflict of interest that prohibits me from reviewing or considering [REDACTED] case.

You might want to discuss the matter with Taylor Wilson who formerly worked in my office. I have taken the liberty of copying Taylor on this email.

It would be great to see you in person in the near future if you are ever in Atlanta. Stay strong.

Highest regards,

Lin

L. Lin Wood
L. LIN WOOD, P.C.
1180 West Peachtree Street
Suite 2040
Atlanta, GA 30309
Telephone: (404) 891-1402
Direct Dial: (404) 891-1406
Facsimile: (404) 506-9111
E-Mail: lwood@linwoodlaw.com

Sent from my iPhone

On May 20, 2020, at 4:09 PM, [REDACTED] wrote:

Hi Lin, I hope you are doing well and staying safe!

There is some unfolding drama in [REDACTED] and I'm wondering if [REDACTED] has any case against [REDACTED]

[REDACTED]

[REDACTED]

From: Taylor Wilson <twilson@wgwlawfirm.com>
Sent: Thursday, May 21, 2020 4:21 PM
To: Lin Wood <lwood@linwoodlaw.com>
Subject: RE: florida Defamation case

Just wanted to send a private note of gratitude for the referral. I appreciate it.

From: Lin Wood <lwood@linwoodlaw.com>
Sent: Thursday, May 21, 2020 4:12 PM
To: [REDACTED]
Cc: Taylor Wilson <twilson@wgwlawfirm.com>
Subject: Re: florida Defamation case

[REDACTED],

At present, I am not taking on new matters as I am stretched thin in several out-of-state defamation cases as well as a number of other personal endeavors.

I am copying Taylor Wilson on this response. Taylor used to work in my office and he and/or his new law firm might be able to assist you.

I wish you the best. Thanks for thinking of me.

Lin

L. Lin Wood
L. LIN WOOD, P.C.
1180 West Peachtree Street
Suite 2040
Atlanta, GA 30309
Telephone: (404) 891-1402
Direct Dial: (404) 891-1406
Facsimile: (404) 506-9111
E-Mail: lwood@linwoodlaw.com

Sent from my iPhone

On May 21, 2020, at 3:29 PM, JShane Hudson <jshudson@hudsonkinglaw.com> wrote:

Lin

I hope you are well. I have been called on a potential defamation case against a news studio in [REDACTED] florida. I sent a demand and they denied. Any chance you would be interested in looking at it?

If not, can you recommend anyone on Florida? The demand is attached and denial are attached.

Thanks

[REDACTED]

<image001.png>



Confidentiality Notice:

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<Demand.pdf>

<demand denied.pdf>

From: Taylor Wilson <twilson@wglawfirm.com>

Sent: Thursday, May 28, 2020 12:12 PM

To: Lin Wood <lwood@linwoodlaw.com>

Subject: RE: ShoreTel voice message from [REDACTED]

I'm trying to get with [REDACTED] to discuss my thoughts and decide if there is some way I can help. My intuition is that any on camera interview for her is not doable but maybe there is an appropriate written statement that can be issued in response to media requests that we can help with.

From: Lin Wood <lwood@linwoodlaw.com>

Sent: Thursday, May 28, 2020 11:50 AM

To: Taylor Wilson <twilson@wglawfirm.com>

Subject: Re: ShoreTel voice message from [REDACTED]

I understand. [REDACTED] may just need some counsel. Her actions were arguable inappropriate but the reaction and attacks on her appear disproportionate and some media may have crossed the line. I sent her to you as I believe you may be able to help her even if not in some difficult litigation against a government entity. I suspect she can pay you for your advice. You never know what one matter will lead to. Thanks for looking into the matter. My time is just too limited and I do have or want to build the administrative staff to help her.

Lin

L. Lin Wood

L. LIN WOOD, P.C.

1180 West Peachtree Street

Suite 2040

Atlanta, GA 30309

Telephone: (404) 891-1402

Direct Dial: (404) 891-1406

Facsimile: (404) 506-9111

E-Mail: lwood@linwoodlaw.com

Sent from my iPhone

On May 28, 2020, at 11:42 AM, Taylor Wilson <twilson@wglawfirm.com> wrote:

Very sad. I emailed [REDACTED] back suggesting an 11:30 call today but have not heard back. I told her I wasn't sure I could help from a defamation perspective but would be happy to discuss the matter to see if we could help somehow. I followed this coverage out of professional curiosity, and the truth is I don't think we can help her beyond trying to assist [REDACTED] in crafting the right message. It's not a case where I want to get involved in representing her with [REDACTED]

[REDACTED] the world is bullying an unknown person to the point of a complete crisis over something that should have gone unnoticed. The dangers of social media. Pulls on my heart strings, but feeling like I can't do anything to stem the tide.

I've got a call set with [REDACTED] around 4 today, and appreciate that opportunity as well. [REDACTED]

From: Lin Wood <lwood@linwoodlaw.com>
Sent: Thursday, May 28, 2020 11:33 AM
To: Taylor Wilson <twilson@wgwlawfirm.com>
Subject: Fwd: ShoreTel voice message from [REDACTED]

I just received this voice mail.

L. Lin Wood
L. LIN WOOD, P.C.
1180 West Peachtree Street
Suite 2040
Atlanta, GA 30309
Telephone: (404) 891-1402
Direct Dial: (404) 891-1406
Facsimile: (404) 506-9111
E-Mail: lwood@linwoodlaw.com

Sent from my iPhone

Begin forwarded message:

From: ShoreWare Voice Mail <shoretel@linwoodlaw.com>
Date: May 28, 2020 at 10:55:08 AM EDT
To: Lin Wood <lwood@linwoodlaw.com>
Subject: ShoreTel voice message from [REDACTED]
[REDACTED]

You have received a voice mail message from [REDACTED]
[REDACTED]

Message length is 00:00:40. Message size is 317 KB.

From: Taylor Wilson <twilson@wglawfirm.com>
Sent: Thursday, May 28, 2020 9:11 AM
To: Lin Wood <lwood@linwoodlaw.com>; [REDACTED]
Subject: RE: Potential Client Inquiry for L. Lin Wood, P.C. [REDACTED]

Thank you, Lin.

[REDACTED], I'll touch base by separate cover.

Best,
Taylor

From: Lin Wood <lwood@linwoodlaw.com>
Sent: Thursday, May 28, 2020 9:09 AM
To: [REDACTED]
Cc: Taylor Wilson <twilson@wglawfirm.com>
Subject: Re: Potential Client Inquiry for L. Lin Wood, P.C. [REDACTED]

[REDACTED],

Thanks. Sorry for the oversight! Taylor is being copied on this email.

Best,

L. Lin Wood
L. LIN WOOD, P.C.
1180 West Peachtree Street
Suite 2040
Atlanta, GA 30309
Telephone: (404) 891-1402
Direct Dial: (404) 891-1406
Facsimile: (404) 506-9111
E-Mail: lwood@linwoodlaw.com

Sent from my iPhone

On May 28, 2020, at 7:45 AM, [REDACTED] wrote:

So sorry to bother, Mr. Wood, but I don't believe Mr. Wilson was copied. Do you mind adding him?

Thank you again and have a blessed day.

[REDACTED]

Sent from my iPhone

On May 27, 2020, at 11:32 PM, Lin Wood <lwood@linwoodlaw.com> wrote:

[REDACTED]

My apologies. I am copying Taylor Wilson on this email.

Best.

L. Lin Wood
L. LIN WOOD, P.C.
1180 West Peachtree Street
Suite 2040
Atlanta, GA 30309
Telephone: (404) 891-1402
Direct Dial: (404) 891-1406
Facsimile: (404) 506-9111
E-Mail: lwood@linwoodlaw.com

Sent from my iPhone

On May 27, 2020, at 11:30 PM, [REDACTED]
[REDACTED] wrote:

Mr. Wood,

Thank you so much for returning my inquiry. I greatly appreciate it, especially with your busy schedule.

I would very much like to speak to Mr. Wilson, if he is able to give me the time (I do not believe he was copied on your last email, but would love to be put into contact with him if you mind connecting me).

For further reference, I am a former journalist and I am suing [REDACTED]
[REDACTED] for defamation [REDACTED]
[REDACTED]. Here is
more information here:

[REDACTED]

Thank you again, and I look forward to speaking with Mr. Wilson.

Regards,

[REDACTED]

Sent from my iPhone

On May 27, 2020, at 10:19 PM, Lin Wood
<lwood@linwoodlaw.com> wrote:

[REDACTED],

Due to my present commitments, I am not in a position to review your case.

I am copying Taylor Wilson on this email. Taylor worked with me in the past and he or his firm may have time to consider your matter.

I will leave it solely up to you and Taylor as to whether you wish to engage in discussions on the matter.

Thank you,

L. Lin Wood
L. LIN WOOD, P.C.
1180 West Peachtree Street
Suite 2040
Atlanta, GA 30309
Telephone: (404) 891-1402
Direct Dial: (404) 891-1406
Facsimile: (404) 506-9111
E-Mail: lwood@linwoodlaw.com

Sent from my iPhone

On May 27, 2020, at 4:48 PM,
[REDACTED] wrote:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Hi Mr Wood,

I left you a message on your voicemail earlier because I was having trouble with your website form. I am involved in a high-profile defamation case and am hoping to discuss it with you. Please let me know if I can email you more information or if we can discuss it further on the phone.

Thank you so much,

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

From: Taylor Wilson <twilson@wgwlawfirm.com>
Sent: Thursday, May 28, 2020 6:05 PM
To: Lin Wood <lwood@linwoodlaw.com>
Subject: RE: Potential Client Inquiry for L. Lin Wood, P.C. [REDACTED]

Thank you for sharing!

From: Lin Wood <lwood@linwoodlaw.com>
Sent: Thursday, May 28, 2020 6:04 PM
To: Taylor Wilson <twilson@wgwlawfirm.com>
Subject: Fwd: Potential Client Inquiry for L. Lin Wood, P.C. [REDACTED]

This should make you feel good. Well done.

L. Lin Wood
L. LIN WOOD, P.C.
1180 West Peachtree Street
Suite 2040
Atlanta, GA 30309
Telephone: (404) 891-1402
Direct Dial: (404) 891-1406
Facsimile: (404) 506-9111
E-Mail: lwood@linwoodlaw.com

Sent from my iPhone

Begin forwarded message:

From: [REDACTED]
Date: May 28, 2020 at 6:02:36 PM EDT
To: Lin Wood <lwood@linwoodlaw.com>
Subject: Re: Potential Client Inquiry for L. Lin Wood, P.C. [REDACTED]

Mr. Wood,

Thank you for the introduction to Mr. Wilson. I really enjoyed speaking with him and felt very comfortable with him, with is significant considering the amount of attorneys I have spoken with in the last four months.

I hope you have a blessed evening.

Best,

[REDACTED]

On Wed, May 27, 2020 at 11:32 PM Lin Wood <lwood@linwoodlaw.com> wrote:

[REDACTED],

My apologies. I am copying Taylor Wilson on this email.

Best.

L. Lin Wood
L. LIN WOOD, P.C.
1180 West Peachtree Street
Suite 2040
Atlanta, GA 30309
Telephone: (404) 891-1402
Direct Dial: (404) 891-1406
Facsimile: (404) 506-9111
E-Mail: lwood@linwoodlaw.com

Sent from my iPhone

On May 27, 2020, at 11:30 PM, [REDACTED] wrote:

Mr. Wood,

Thank you so much for returning my inquiry. I greatly appreciate it, especially with your busy schedule.

I would very much like to speak to Mr. Wilson, if he is able to give me the time (I do not believe he was copied on your last email, but would love to be put into contact with him if you mind connecting me).

For further reference, I am a former journalist and I am suing [REDACTED]
[REDACTED] for defamation [REDACTED]
[REDACTED]

[REDACTED]

Thank you again, and I look forward to speaking with Mr. Wilson.

Regards,

[REDACTED]

Sent from my iPhone

On May 27, 2020, at 10:19 PM, Lin Wood <lwood@linwoodlaw.com> wrote:

[REDACTED]

Due to my present commitments, I am not in a position to review your case.

I am copying Taylor Wilson on this email. Taylor worked with me in the past and he or his firm may have time to consider your matter.

I will leave it solely up to you and Taylor as to whether you wish to engage in discussions on the matter.

Thank you,

L. Lin Wood
L. LIN WOOD, P.C.
1180 West Peachtree Street
Suite 2040
Atlanta, GA 30309
Telephone: (404) 891-1402
Direct Dial: (404) 891-1406
Facsimile: (404) 506-9111
E-Mail: lwood@linwoodlaw.com

Sent from my iPhone

On May 27, 2020, at 4:48 PM,
[REDACTED] wrote:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Hi Mr Wood,

I left you a message on your voicemail earlier because I was having trouble with your website form. I am involved in a high-profile defamation case and am hoping to discuss it with you. Please let me know if I can email you more information or if we can discuss it further on the phone.

Thank you so much,

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

From: Taylor Wilson <twilson@wglawfirm.com>

Sent: Monday, June 1, 2020 3:25 PM

To: Lin Wood <lwood@linwoodlaw.com>; [REDACTED]

Cc: [REDACTED]

Subject: RE: Defamation Case [REDACTED]

Thank you, Lin.

Hi [REDACTED]: Good to meet you by email. I'd be happy to discuss with one or both of you. My afternoon is tight but I can talk with you at 7 pm tonight (or later) or at your convenience in the morning. Please let me know. You can reach me on my cell at 678-787-0216.

My best,
Taylor



G. TAYLOR WILSON

1629 Monroe Dr. NE | Atlanta, GA 30324

Direct: 404-301-3406 | Fax: 404-969-4333

twilson@wglawfirm.com

From: Lin Wood <lwood@linwoodlaw.com>

Sent: Monday, June 1, 2020 3:17 PM

To: [REDACTED]

Cc: [REDACTED]; Taylor Wilson <twilson@wglawfirm.com>

Subject: Re: Defamation Case [REDACTED]

[REDACTED],
Of course I remember you!

I am out of town this week in South Carolina. However, Taylor Wilson, an excellent lawyer who used to work with me is the lawyer to whom I would recommend you and [REDACTED] speak. Taylor's mobile number is [REDACTED].

I am copying Taylor on this email to help facilitate contact.

Hope you are otherwise doing well in these crazy times!

Best regards,

Lin

L. Lin Wood
L. LIN WOOD, P.C.
1180 West Peachtree Street
Suite 2040
Atlanta, GA 30309
Telephone: (404) 891-1402
Direct Dial: (404) 891-1406
Facsimile: (404) 506-9111
E-Mail: lwood@linwoodlaw.com

Sent from my iPhone

On Jun 1, 2020, at 1:38 PM, [REDACTED] wrote:

Lin - not sure if you remember me [REDACTED]

I am reaching out to you because I have a friend – [REDACTED]

. She received a cease and desist letter from [REDACTED]

. She needs to get in and meet with you or someone in your group for a consult ASAP to get direction what to do. [REDACTED] [REDACTED] [REDACTED].

<image001.jpg>

From: Taylor Wilson <twilson@wgwlawfirm.com>
Sent: Wednesday, June 3, 2020 1:17 PM
To: Lin Wood <lwood@linwoodlaw.com>; Kimmy Hart Bennett <khart@linwoodlaw.com>
Subject: RE: ShoreTel voice message from [REDACTED]

Thanks Lin.

Just so you know, these are all apparently about [REDACTED]
[REDACTED].

From: Lin Wood <lwood@linwoodlaw.com>
Sent: Wednesday, June 3, 2020 12:46 PM
To: Kimmy Hart Bennett <khart@linwoodlaw.com>
Cc: Taylor Wilson <twilson@wgwlawfirm.com>
Subject: Fwd: ShoreTel voice message from [REDACTED]

Kimmy,

Call this lady and give her Taylor's contact information. Tell her my present caseload does not allow me time to review. I am copying Taylor on this email.

Thanks.

Lin

L. Lin Wood
L. LIN WOOD, P.C.
1180 West Peachtree Street
Suite 2040
Atlanta, GA 30309
Telephone: (404) 891-1402
Direct Dial: (404) 891-1406
Facsimile: (404) 506-9111
E-Mail: lwood@linwoodlaw.com

Sent from my iPhone

Begin forwarded message:

From: ShoreWare Voice Mail <shoretel@linwoodlaw.com>

Date: June 3, 2020 at 12:02:38 PM EDT

To: Lin Wood <lwood@linwoodlaw.com>

Subject: ShoreTel voice message from [REDACTED]

You have received a voice mail message from [REDACTED].

Message length is 00:02:52. Message size is 1349 KB.

From: Taylor Wilson <twilson@wglawfirm.com>
Sent: Monday, June 8, 2020 11:28 AM
To: Lin Wood <lwood@linwoodlaw.com>
Subject: RE: [REDACTED] Libel/defamation against our daughter

Thanks Lin. I believe the [REDACTED] will be retaining us. Appreciate the vote of confidence. Best, Taylor.

From: Lin Wood <lwood@linwoodlaw.com>
Sent: Monday, June 8, 2020 12:26 AM
To: Taylor Wilson <twilson@wglawfirm.com>
Subject: Fwd: [REDACTED] Libel/defamation against our daughter

I just received this email and it appears to me to a matter that is well worth your consideration and possible involvement. I have responded to Mr. [REDACTED] and copied you. I hope this proves to be a positive referral. I do not need to be included in your communications. Please note that [REDACTED] recommended me to the family. Thanks.

L. Lin Wood
L. LIN WOOD, P.C.
1180 West Peachtree Street
Suite 2040
Atlanta, GA 30309
Telephone: (404) 891-1402
Direct Dial: (404) 891-1406
Facsimile: (404) 506-9111
E-Mail: lwood@linwoodlaw.com

Sent from my iPhone

Begin forwarded message:

From: [REDACTED]
Date: June 7, 2020 at 11:58:22 PM EDT
To: Lin Wood <lwood@linwoodlaw.com>, Kimmy Hart Bennett <khart@linwoodlaw.com>
Subject: [REDACTED] Libel/defamation against our daughter



From: Taylor Wilson <twilson@wglawfirm.com>
Sent: Thursday, June 11, 2020 10:40 AM
To: Lin Wood <lwood@linwoodlaw.com>
Subject: Re: ShoreTel voice message from [REDACTED]

Hey Lin. Sure, I'm happy to talk with him to see if we can help. Thank you!

Get [Outlook for iOS](#)

From: Lin Wood <lwood@linwoodlaw.com>
Sent: Thursday, June 11, 2020 10:19 AM
To: Taylor Wilson
Subject: Fwd: ShoreTel voice message from [REDACTED]

I have not called this gentleman back yet. Just received the message. Do you have any interest? If so, let me know ASAP and I will call and refer him to you.

L. Lin Wood
L. LIN WOOD, P.C.
1180 West Peachtree Street
Suite 2040
Atlanta, GA 30309
Telephone: (404) 891-1402
Direct Dial: (404) 891-1406
Facsimile: (404) 506-9111
E-Mail: lwood@linwoodlaw.com

Sent from my iPhone

Begin forwarded message:

From: ShoreWare Voice Mail <shoretel@linwoodlaw.com>
Date: June 11, 2020 at 10:15:50 AM EDT
To: Lin Wood <lwood@linwoodlaw.com>
Subject: ShoreTel voice message from [REDACTED]

You have received a voice mail message from [REDACTED].
Message length is 00:01:24. Message size is 656 KB.

From: Taylor Wilson <twilson@wgwlawfirm.com>
Sent: Saturday, June 13, 2020 1:03 PM
To: Lin Wood <lwood@linwoodlaw.com>
Subject: Re: [REDACTED]

Will do, thanks Lin!

From: Lin Wood <lwood@linwoodlaw.com>
Sent: Saturday, June 13, 2020 12:59:13 PM
To: Taylor Wilson <twilson@wgwlawfirm.com>
Subject: [REDACTED]

Taylor,

Be on the lookout for a call or email from this couple. They have an egregious situation involving their son and I think you may be able to help them. They reached out to me on Twitter.

Thanks.

Lin

L. Lin Wood
L. LIN WOOD, P.C.
1180 West Peachtree Street
Suite 2040
Atlanta, GA 30309
Telephone: (404) 891-1402
Direct Dial: (404) 891-1406
Facsimile: (404) 506-9111
E-Mail: lwood@linwoodlaw.com

Sent from my iPhone

From: Taylor Wilson <twilson@wglawfirm.com>
Sent: Tuesday, June 16, 2020 1:30 PM
To: Lin Wood <lwood@linwoodlaw.com>
Subject: [REDACTED]

Hey Lin. Thanks, again, for calling about [REDACTED]. I've culled some coverage, found the video, etc. I've linked the edited video below. Unfortunately, I am unwilling to take this one on. While I understand the video was taken out of context, these are not comments that I can support in any context, and don't think I have any helpful advice for him or [REDACTED]. I consider this to be a practical conflict with other clients you have referred to me. I hope you understand. Best, Taylor.

[REDACTED]



G. TAYLOR WILSON

1629 Monroe Dr. NE | Atlanta, GA 30324
Direct: 404-301-3406 | Fax: 404-969-4333
twilson@wglawfirm.com

From: Taylor Wilson <twilson@wglawfirm.com>
Sent: Tuesday, June 16, 2020 3:21 PM
To: Lin Wood <lwood@linwoodlaw.com>
Subject: Re: Defamation Lawsuit

Thanks Lin. Going to pass on this one, sorry.

Get [Outlook for iOS](#)

From: Lin Wood <lwood@linwoodlaw.com>
Sent: Tuesday, June 16, 2020 3:08 PM
To: Taylor Wilson
Subject: Fwd: Defamation Lawsuit

Any interest? I have not responded yet?

L. Lin Wood
L. LIN WOOD, P.C.
1180 West Peachtree Street
Suite 2040
Atlanta, GA 30309
Telephone: (404) 891-1402
Direct Dial: (404) 891-1406
Facsimile: (404) 506-9111
E-Mail: lwood@linwoodlaw.com

Sent from my iPhone

Begin forwarded message:

From: [REDACTED]
Date: June 16, 2020 at 1:42:17 PM EDT
To: Lin Wood <lwood@linwoodlaw.com>
Subject: Defamation Lawsuit

Good afternoon,

I would like to speak with a Lawyer about my defamation lawsuit. Hopefully L. Lin Wood. Please contact me as soon as you can. Thank you.

Here is some background information on the current situation:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

From: Taylor Wilson <twilson@wglawfirm.com>
Sent: Thursday, June 18, 2020 4:36 PM
To: Lin Wood <lwood@linwoodlaw.com>
Subject: RE: [REDACTED]

Thanks, I hopped on it for him. Much appreciation, Lin, Taylor.

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

From: Lin Wood <lwood@linwoodlaw.com>
Sent: Thursday, June 18, 2020 2:49 PM
To: Taylor Wilson <twilson@wglawfirm.com>
Subject: [REDACTED]

[REDACTED] Get a solid retainer. He has the funds and the need.

Lin

L. Lin Wood
L. LIN WOOD, P.C.
1180 West Peachtree Street
Suite 2040
Atlanta, GA 30309
Telephone: (404) 891-1402
Direct Dial: (404) 891-1406
Facsimile: (404) 506-9111
E-Mail: lwood@linwoodlaw.com

Sent from my iPhone

From: Taylor Wilson <twilson@wglawfirm.com>
Sent: Friday, June 19, 2020 9:20 AM
To: [REDACTED]; Lin Wood <lwood@linwoodlaw.com>
Subject: Re: Urgent Advice on Press / Cease and Desist?

Thanks [REDACTED]. I'm happy to jump on a call with Lin at your and his convenience next week if you two like. I can also chat with Lin offline to get his take. My immediate thoughts will follow and we can talk about them early next week.

From: [REDACTED]
Sent: Friday, June 19, 2020 12:06 AM
To: Lin Wood
Cc: Taylor Wilson
Subject: Re: Urgent Advice on Press / Cease and Desist?

FYI I wanted to pass along the article to both of you.

[REDACTED]

Let me know if we can all connect on a call next week or two to see if we can or should take any further actions. [REDACTED]

[REDACTED]

Let's think about. Taylor and Lin thank you both so much for the quick responses and help while on vacations. Enjoy and I look forward to speaking more.

- [REDACTED]

On Thu, Jun 18, 2020 at 3:18 PM [REDACTED] wrote:

Thank you!! Taylor I will call you momentarily.

On Thu, Jun 18, 2020 at 2:47 PM Lin Wood <lwood@linwoodlaw.com> wrote:

[REDACTED],

I am under the gun out of town for the next few days. I recommend that you promptly call Taylor Wilson who formerly worked with me. I am copying Taylor on this email. His cell number is [REDACTED].

Taylor, [REDACTED]
[REDACTED] I think you can help them.

[REDACTED], keep me posted. I hope Taylor can swing into action for you.

Hope to see you soon.

Lin

L. Lin Wood
L. LIN WOOD, P.C.
1180 West Peachtree Street
Suite 2040
Atlanta, GA 30309
Telephone: (404) 891-1402
Direct Dial: (404) 891-1406
Facsimile: (404) 506-9111
E-Mail: wood@linwoodlaw.com

Sent from my iPhone

On Jun 18, 2020, at 2:07 PM, [REDACTED] wrote:

Lin,

I hope you are doing well. Do you have time for a short call? My cell number is [REDACTED].

[REDACTED]

Can/should we send a cease and desist? I found out about this within the last hour. Obviously I am concerned about my reputational risk, and obviously that is his goal.

Thank you!!

- [REDACTED]

--
[REDACTED]

[REDACTED]

--
[REDACTED]

[REDACTED]

--
[REDACTED]

[REDACTED]

From: Taylor Wilson <twilson@wglawfirm.com>
Sent: Monday, June 22, 2020 11:53 AM
To: Lin Wood <lwood@linwoodlaw.com>
Subject: RE: Case against Twitter

Hi Lin. I'd be happy to talk with him. Thank you!

From: Lin Wood <lwood@linwoodlaw.com>
Sent: Monday, June 22, 2020 11:48 AM
To: Taylor Wilson <twilson@wglawfirm.com>
Subject: Fwd: Case against Twitter

I have not responded to this gentleman yet. But he is on the right track legally. Hourly case. Are you interested? Let me know ASAP as I need to get back to him. Thanks.

L. Lin Wood
L. LIN WOOD, P.C.
1180 West Peachtree Street
Suite 2040
Atlanta, GA 30309
Telephone: (404) 891-1402
Direct Dial: (404) 891-1406
Facsimile: (404) 506-9111
E-Mail: lwood@linwoodlaw.com

Sent from my iPhone

Begin forwarded message:

From: [REDACTED]
Date: June 22, 2020 at 11:29:48 AM EDT
To: Lin Wood <lwood@linwoodlaw.com>
Subject: Case against Twitter

Dear Attorney Wood, I represent a major manufacturer here in upstate NY who is very concerned that his good name and his company's is being falsely smeared on Twitter as [REDACTED]. We have contacted Twitter but they have so far done nothing.

He is interested in pursuing a direct case against Twitter. Our research shows that as a platform they are not generally liable. Since they are now activating affecting content, however, there is a possibility that the protection may be invalid.

I write to see if you and the firm would be willing to entertain this matter on an hourly basis. Please call to discuss when you have time. Thanks



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From: Taylor Wilson <twilson@wglawfirm.com>
Sent: Monday, June 22, 2020 4:22 PM
To: [REDACTED]; Lin Wood <lwood@linwoodlaw.com>
Subject: RE: Case against Twitter

Thanks Lin and [REDACTED].

[REDACTED], I'll respond by separate email.

From: [REDACTED]
Sent: Monday, June 22, 2020 4:23 PM
To: Lin Wood <lwood@linwoodlaw.com>
Cc: Taylor Wilson <twilson@wglawfirm.com>
Subject: Re: Case against Twitter

Thank you for the quick response. I will call Taylor today.

Sent from my iPhone

On Jun 22, 2020, at 3:41 PM, Lin Wood <lwood@linwoodlaw.com> wrote:

[REDACTED],

Thank you for your email. Twitter does seem to be establishing a pattern consistent with being a publisher. The law is definitely evolving in the right direction, as are the facts surrounding Twitter's conduct.

Despite my interest in your matter, my caseload at present does not allow for me to take on new matters as I do not wish I over-commit. However, I have spoken with Taylor Wilson, a lawyer with whom I formerly worked and he is willing to speak with you. I am copying him on this email and his cell phone number is [REDACTED]. Taylor has experience in issues related to online defamation.

I wish you success. I hope Taylor can help.

Best regards,

Lin

L. Lin Wood
L. LIN WOOD, P.C.
1180 West Peachtree Street
Suite 2040
Atlanta, GA 30309
Telephone: (404) 891-1402
Direct Dial: (404) 891-1406
Facsimile: (404) 506-9111
E-Mail: lwood@linwoodlaw.com

Sent from my iPhone

On Jun 22, 2020, at 11:29 AM, [REDACTED] wrote:

Dear Attorney Wood, I represent a major manufacturer here in upstate NY who is very concerned that his good name and his company's is being falsely smeared on Twitter [REDACTED]. We have contacted Twitter but they have so far done nothing.

He is interested in pursuing a direct case against Twitter. Our research shows that as a platform they are not generally liable. Since they are now activating affecting content, however, there is a possibility that the protection may be invalid.

I write to see if you and the firm would be willing to entertain this matter on an hourly basis. Please call to discuss when you have time. Thanks

[REDACTED]

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From: Taylor Wilson <twilson@wgwlawfirm.com>

Sent: Tuesday, June 23, 2020 7:24 PM

To: Lin Wood <lwood@linwoodlaw.com>; [REDACTED]

Subject: RE: New Matter - [REDACTED]

Thanks Lin.

[REDACTED], I have just reached out by separate email.

Best,
Taylor

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

From: Lin Wood <lwood@linwoodlaw.com>

Sent: Tuesday, June 23, 2020 7:20 PM

To: [REDACTED]

Cc: Taylor Wilson <twilson@wgwlawfirm.com>

Subject: Re: New Matter - [REDACTED]

[REDACTED],

Thank you for your email. My present caseload does not afford me time to review your matter. However, I have forwarded your email to Taylor Wilson who formerly worked with me. Taylor is unsure if a viable remedy exists from the description of the matter in your email but he is willing to speak with you. I am copying Taylor on this email. His phone number is [REDACTED].

I wish you success and hope Taylor can help you in some manner.

Lin

L. Lin Wood

L. LIN WOOD, P.C.

1180 West Peachtree Street

Suite 2040

Atlanta, GA 30309

Telephone: (404) 891-1402

Direct Dial: (404) 891-1406

Facsimile: (404) 506-9111
E-Mail: lwood@linwoodlaw.com

Sent from my iPhone

> On Jun 23, 2020, at 1:30 PM, [REDACTED] wrote:

>

>

> Good afternoon Mr. Wood,

>

> I hope the following message finds you well. Your services have been referred to me by [REDACTED].

>

> I am reaching out to you because great reputational harm has been imposed upon upon my brother [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

>

> I would appreciate scheduling a consultation with you to discuss this matter. Please contact me at your convenience at [REDACTED].

>

> Thank you for taking the time to read my message.

>

> Kindest Regards,

>

> [REDACTED]

From: Taylor Wilson <twilson@wgwlawfirm.com>
Sent: Wednesday, June 24, 2020 4:29 PM
To: Lin Wood <lwood@linwoodlaw.com>
Subject: RE: [REDACTED]

Hey Lin. Thanks again! Sure, I'll talk with him. [REDACTED] is in bankruptcy but not the worst kind.

From: Lin Wood <lwood@linwoodlaw.com>
Sent: Wednesday, June 24, 2020 4:19 PM
To: Taylor Wilson <twilson@wgwlawfirm.com>
Subject: Fwd: [REDACTED]

I have not responded yet? Want me to refer him to you?

L. Lin Wood
L. LIN WOOD, P.C.
1180 West Peachtree Street
Suite 2040
Atlanta, GA 30309
Telephone: (404) 891-1402
Direct Dial: (404) 891-1406
Facsimile: (404) 506-9111
E-Mail: lwood@linwoodlaw.com

Sent from my iPhone

Begin forwarded message:

From: [REDACTED] >
Date: June 24, 2020 at 4:03:34 PM EDT
To: Lin Wood <lwood@linwoodlaw.com>
Subject: [REDACTED]

Lin – I saw your suit against the Washington Post and appreciate the work you do. I run a public company and we have had the [REDACTED] publish information they factually new was not true. I sent them information from their own sources

that discredited his article then the next day the journalist ignored it and published it anyways. He used these articles to get promoted to the NY Times shortly there after. It cost my public company over \$40 million of financing by their malicious attacks.

Not sure if this would be of interest to you but it appears there is no accountability at the journalist level any more. Happy to show you the evidence.

[REDACTED]

[REDACTED]

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From: Taylor Wilson <twilson@wglawfirm.com>

Sent: Wednesday, June 24, 2020 4:48 PM

To: Lin Wood <lwood@linwoodlaw.com>; [REDACTED]

Subject: RE: [REDACTED]

Thanks, Lin.

[REDACTED]: I'll reach out by separate cover.

Best,
Taylor

From: Lin Wood <lwood@linwoodlaw.com>

Sent: Wednesday, June 24, 2020 4:46 PM

To: [REDACTED]

Cc: Taylor Wilson <twilson@wglawfirm.com>

Subject: Re: [REDACTED]

[REDACTED],

Thanks for reaching out to me. I am certainly no fan of [REDACTED], among many other members of the media.

Regretfully, my present case commitments do not allow me to review new matters as I cannot undertake to do so unless adequate time exists for a full evaluation. However, I have shared your email with Taylor Wilson, a lawyer who formerly worked with me in the area of defamation. Taylor indicated that he is willing to speak with you to see if he can assist you. I have copied Taylor on this email. His phone number is [REDACTED].

I hope Taylor can help and I wish you success.

Best regards,

Lin

L. Lin Wood
L. LIN WOOD, P.C.
1180 West Peachtree Street

Suite 2040
Atlanta, GA 30309
Telephone: (404) 891-1402
Direct Dial: (404) 891-1406
Facsimile: (404) 506-9111
E-Mail: lwood@linwoodlaw.com

Sent from my iPhone

On Jun 24, 2020, at 4:03 PM, [REDACTED] wrote:

Lin – I saw your suit against the Washington Post and appreciate the work you do. I run a public company and we have had the [REDACTED] publish information they factually new was not true. I sent them information from their own sources that discredited his article then the next day the journalist ignored it and published it anyways. He used these articles to get promoted to the NY Times shortly there after. It cost my public company over \$40 million of financing by their malicious attacks.

Not sure if this would be of interest to you but it appears there is no accountability at the journalist level any more. Happy to show you the evidence.

[REDACTED]

[REDACTED]

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From: Taylor Wilson <twilson@wgwlawfirm.com>
Sent: Monday, June 29, 2020 11:31 AM
To: Lin Wood <lwood@linwoodlaw.com>
Subject: RE: Libel case vs [REDACTED]

Hey Lin. I'd be happy to talk with him. Thanks as always!

From: Lin Wood <lwood@linwoodlaw.com>
Sent: Monday, June 29, 2020 11:25 AM
To: Taylor Wilson <twilson@wgwlawfirm.com>
Subject: Fwd: Libel case vs [REDACTED]

I have not yet responded. Any interest? Let me know ASAP. Thanks.

L. Lin Wood
L. LIN WOOD, P.C.
1180 West Peachtree Street
Suite 2040
Atlanta, GA 30309
Telephone: (404) 891-1402
Direct Dial: (404) 891-1406
Facsimile: (404) 506-9111
E-Mail: lwood@linwoodlaw.com

Sent from my iPhone

Begin forwarded message:

From: [REDACTED]
Date: June 29, 2020 at 11:21:33 AM EDT
To: Lin Wood <lwood@linwoodlaw.com>
Cc: Kimmy Hart Bennett <khart@linwoodlaw.com>
Subject: Libel case vs [REDACTED]

Hi Lin,

How are you? I left a voice message for you a moment ago. We are looking for a strong libel/defamation attorney for a case against [REDACTED]. [REDACTED]
[REDACTED]

Please let me know if you're free for a call today to discuss.

[REDACTED]



The information contained in this message is being transmitted to and is intended for the use of only the individual(s) to whom it is addressed. If the reader of this message is not the intended recipient, you are hereby advised that any dissemination, distribution or copying of this message is strictly prohibited. If you have received this message in error, please immediately delete.

From: Taylor Wilson <twilson@wgwlawfirm.com>
Sent: Wednesday, July 1, 2020 4:53 PM
To: Lin Wood <lwood@linwoodlaw.com>
Subject: Thank You

Lin: Thank you for the opportunity to talk with [REDACTED]. Always appreciated. Enjoy the 4th. Taylor.



G. TAYLOR WILSON
1629 Monroe Dr. NE | Atlanta, GA 30324
Direct: 404-301-3406 | Fax: 404-969-4333
twilson@wgwlawfirm.com

From: Taylor Wilson <twilson@wglawfirm.com>
Sent: Tuesday, July 28, 2020 6:30 PM
To: Lin Wood <lwood@linwoodlaw.com>
Subject: Re: [REDACTED] / Lin Wood - following up on our recent conversation

Lin - I'd be happy to talk with him to see if I can help. Thanks, Taylor.

From: Lin Wood <lwood@linwoodlaw.com>
Sent: Tuesday, July 28, 2020 3:30 PM
To: Taylor Wilson
Subject: Fwd: [REDACTED] / Lin Wood - following up on our recent conversation

This matter needs prompt attention. I spoke with him by phone. He sounds like a good man with a good case. Can I refer him to you? Thanks.

L. Lin Wood
L. LIN WOOD, P.C.
1180 West Peachtree Street
Suite 2040
Atlanta, GA 30309
Telephone: (404) 891-1402
Direct Dial: (404) 891-1406
Facsimile: (404) 506-9111
E-Mail: lwood@linwoodlaw.com

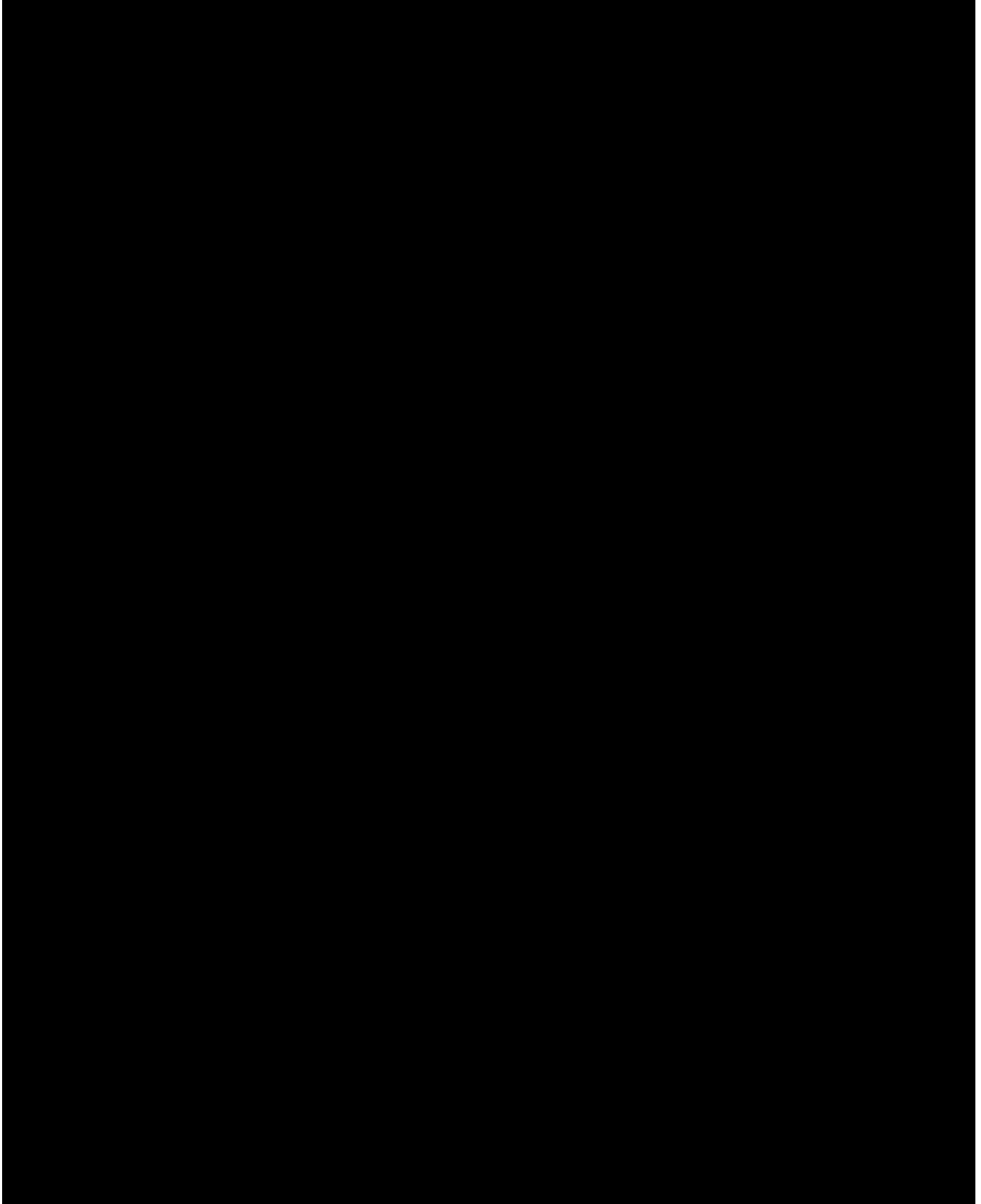
Sent from my iPhone

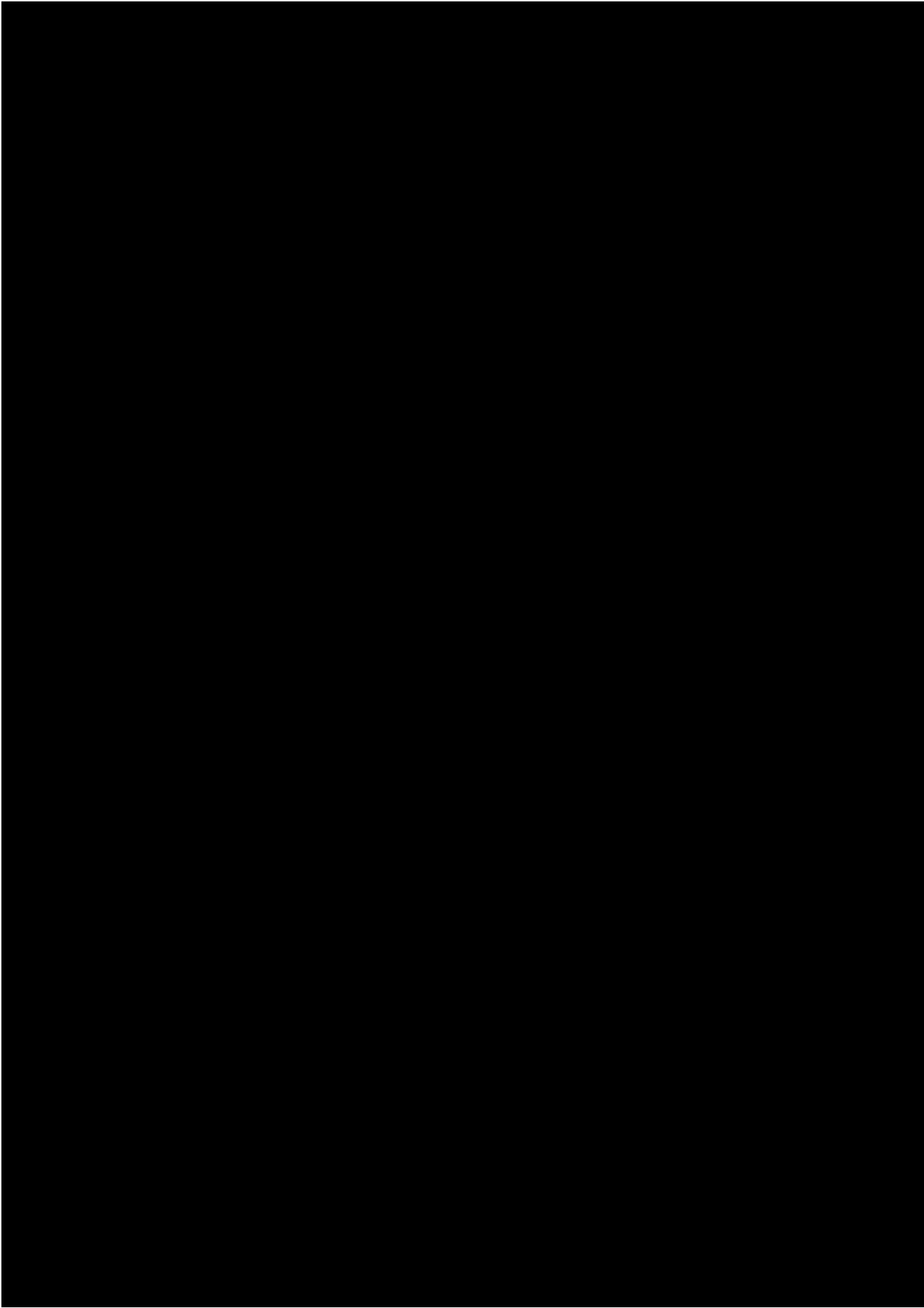
Begin forwarded message:

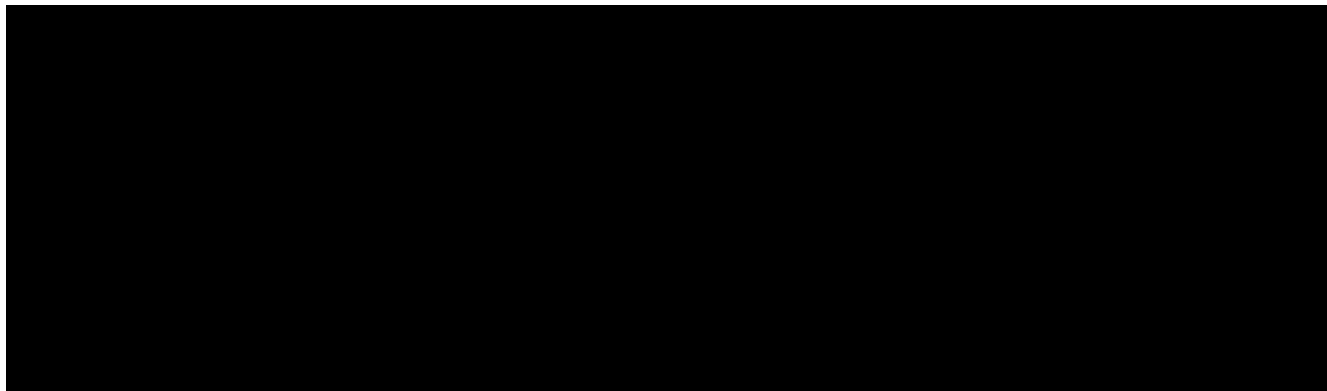
From: [REDACTED]
Date: July 28, 2020 at 3:22:32 PM EDT
To: Lin Wood <lwood@linwoodlaw.com>
Cc: [REDACTED]
Subject: [REDACTED] / Lin Wood - following up on our recent conversation

Lin,

Thanks again for taking the time to speak briefly with me earlier. Here is the quick context on the issue which we are trying to address relatively quickly. I understand this may not be something you are able to take on but would very much appreciate any initial thoughts and/or a referral to someone who could help in the very near term.







From: Taylor Wilson <twilson@wgwlawfirm.com>
Sent: Wednesday, July 29, 2020 11:33 AM
To: [REDACTED]; Lin Wood <lwood@linwoodlaw.com>
Subject: RE: [REDACTED] representation

Thank you, Lin.

[REDACTED]: I'll respond by separate cover.

From: [REDACTED]
Sent: Wednesday, July 29, 2020 10:38 AM
To: Lin Wood <lwood@linwoodlaw.com>
Cc: Taylor Wilson <twilson@wgwlawfirm.com>
Subject: RE: [REDACTED] representation

Sounds good. Thanks.

From: Lin Wood <lwood@linwoodlaw.com>
Sent: Wednesday, July 29, 2020 10:35 AM
To: [REDACTED]
Cc: Taylor Wilson <twilson@wgwlawfirm.com>
Subject: Re: [REDACTED] representation

[REDACTED],

Thank you for your email. I apologize for my delay in responding. I have been traveling the past few days.

I have recently downsized my law practice by design so my present caseload and limited staff do not allow for me to presently take on new matters which require at this time the resources of a fully staffed law firm.

However, I would like to help you if I can. I am copying Taylor Wilson on this email. Taylor worked for several years with me and has now set up his own shop in Atlanta. Taylor knows this area of the law and I believe would be a perfect fit for the matter as you generally described it in your email. I would be available as a resource for Taylor (at no additional cost) to lend my silver-haired advice to the dispute if and as needed.

Let me know if this option works for you and the other involved members of [REDACTED].

Thank you for your service. We are certainly living in interesting times. Be safe and stay strong.

Respectfully,

Lin

L. Lin Wood
L. LIN WOOD, P.C.
1180 West Peachtree Street
Suite 2040
Atlanta, GA 30309
Telephone: (404) 891-1402
Direct Dial: (404) 891-1406
Facsimile: (404) 506-9111
E-Mail: lwood@linwoodlaw.com

Sent from my iPhone

On Jul 27, 2020, at 8:15 PM, [REDACTED] wrote:

Lin:

I wanted to reach out and see if your firm would be willing to represent [REDACTED]
[REDACTED]. She has this crazy man that she recommended
against and it has been going on for years. It's just gone too far and she needs help.

[REDACTED]



<image001.jpg>

CAUTION: This email originated outside [REDACTED]. Please exercise caution when opening links/attachments in this email .

From: Nicole Jennings Wade <nwade@wglawfirm.com>

Date: August 24, 2020 at 11:19:44 PM EDT

To: [REDACTED]

Cc: Lin Wood <lwood@linwoodlaw.com>, Taylor Wilson <twilson@wglawfirm.com>, Jonathan Grunberg <jgrunberg@wglawfirm.com>

Subject: Re: [EXTERNAL] Re: [REDACTED]

Thank you for the recommendation, Lin. This type of dispute is certainly in my wheelhouse. I have been representing individuals in family disputes, including involving family LLCs, for 25 years. As Lin said, I represented the [REDACTED] and [REDACTED] – along with Lin for a few years – in dealing with the issue of a motion for dissolution of the corporation of [REDACTED]. I represented the [REDACTED] in dealing with a similar family dispute. I also worked on a similar case involving disputes among the family of [REDACTED]. Jonathan and Taylor have worked with me on many family disputes and are also very familiar with this area of law.

I would be happy to discuss these issues with you at any time. As Lin said, my cell phone number is [REDACTED].

Thanks,
Nicole



NICOLE JENNINGS WADE

1629 Monroe Drive NE
Atlanta, Georgia 30324
Direct: 404.382.8132
nwade@wgwlawfirm.com
[SuperLawyers](#) | [LinkedIn](#)

From: [REDACTED]
Date: Monday, August 24, 2020 at 9:38 PM
To: [REDACTED]
Cc: Lin Wood <lwood@linwoodlaw.com>, Nicole Jennings Wade <nwade@wgwlawfirm.com>, Taylor Wilson <twilson@wgwlawfirm.com>, Jonathan Grunberg <jgrunberg@wgwlawfirm.com>
Subject: Re: [EXTERNAL] Re: [REDACTED]

Thanks [REDACTED].

[REDACTED]

On Aug 24, 2020, at 9:20 PM, [REDACTED] wrote:

Thanks, Lin.

Will advise [REDACTED].

Yes, we need to stay in touch. Doing a big libel case against local [REDACTED] station,

Best,

[REDACTED]

[REDACTED]



Attorney-Client Privilege/Attorney Work Product. This transmittal may contain privileged and confidential information, and is intended only for the recipient(s) listed above. If you are neither the intended recipient(s), nor a person responsible for the delivery of this transmittal to the intended recipient(s), you are hereby notified that any distribution or copying of this transmittal is prohibited. If you have received this transmittal in error, please notify [REDACTED] immediately at [REDACTED] or by return email.

On Aug 24, 2020, at 5:46 PM, Lin Wood <lwood@linwoodlaw.com> wrote:

[REDACTED],

This is outside my wheelhouse. But Nicole Wade who formerly worked with me has great experience in this area. She was heavily involved in the family dispute regarding the [REDACTED]. She represented the [REDACTED] and [REDACTED].

I am taking the liberty of copying Nicole on this email. Her cell phone number is [REDACTED].

If Nicole cannot help, get back to me to discuss further. But I think she would be a perfect fit if her caseload permits. I am also copying her law partners, Taylor Wilson & Jonathan Grunberg. Really good team.

Hope all is well with you. Would love to see you in the near future.
Thanks for thinking about me I'm this matter. Stay in touch.

Lin

L. Lin Wood
L. LIN WOOD, P.C.
1180 West Peachtree Street
Suite 2040
Atlanta, GA 30309
Telephone: (404) 891-1402
Direct Dial: (404) 891-1406
Facsimile: (404) 506-9111
E-Mail: lwood@linwoodlaw.com

Sent from my iPhone

On Aug 24, 2020, at 7:08 PM, [REDACTED]
[REDACTED] wrote:

Hi,

I
represent [REDACTED]
[REDACTED]

There is
an
inter-
family
dispute
and he
wants
out of
the
family
LLC.
We're
at an
impasse
and
dissolut

ion
proceedings
need to
be filed
in

[REDACTED]

Is this
something
you
could
handle?

Best,

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

<image
001.png
>

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[REDACTED]
[REDACTED]
[REDACTED]

immediately at

[REDACTED]
[REDACTED]

or by return email.

EXHIBIT N

From: Taylor Wilson <twilson@wglawfirm.com>
Sent: Thursday, July 23, 2020 3:17 PM
To: Kimmy Hart Bennett <khart@linwoodlaw.com>
Cc: Lin Wood <lwood@linwoodlaw.com>
Subject: RE: George Taylor Wilson - Employment Verification (6921503)

Thank you Lin and Kimmy. Best, Taylor.

From: Kimmy Hart Bennett <khart@linwoodlaw.com>
Sent: Thursday, July 23, 2020 3:11 PM
To: Taylor Wilson <twilson@wglawfirm.com>
Cc: Lin Wood <lwood@linwoodlaw.com>
Subject: FW: George Taylor Wilson - Employment Verification (6921503)

Lin asked that I send this to you, which was emailed to the NCBE today.

Best,

Kimmy Hart Bennett
Executive Assistant to L. Lin Wood
Registered Paralegal
Office Manager
L. LIN WOOD, P.C.
P: (404) 891-1402
F: (404) 506-9111
khart@linwoodlaw.com

From: Kimmy Hart Bennett <khart@linwoodlaw.com>
Date: Thursday, July 23, 2020 at 3:05 PM
To: "references@ncbex.org" <references@ncbex.org>
Cc: Lin Wood <lwood@linwoodlaw.com>
Subject: FW: George Taylor Wilson - Employment Verification (6921503)

Please find the attached employment verification for George Taylor Wilson, being sent on behalf of L. Lin Wood.

Kimmy Hart Bennett

Executive Assistant to L. Lin Wood

Registered Paralegal

Office Manager

L. LIN WOOD, P.C.

663 Greenview Avenue NE

Atlanta, GA 30305

Phone: (678) 365-4116

Fax: (404) 506-9111

khart@linwoodlaw.com

Begin forwarded message:

From: "<references@ncbex.org>" <references@ncbex.org>

Date: July 16, 2020 at 1:06:12 PM EDT

To: Lin Wood <lwood@linwoodlaw.com>

Subject: George Taylor Wilson - Employment Verification (6921503)

The applicant named in the subject line is seeking a license to practice law and the National Conference of Bar Examiners (NCBE) is preparing a character report on the individual.

This e-mail address was provided as a point of contact to verify the attached information. Please complete the request at your earliest convenience and return it via e-mail (references@ncbex.org), fax or mail.

Thank you,
Bethany Vinson / Ext. 3006
Analyst

National Conference of Bar Examiners
302 S Bedford St
Madison, WI 53703
608-280-8550
608-442-7999 fax

This document may contain confidential and legally privileged information intended solely for the use of the recipient named above. If you are not the named recipient, you are hereby notified that any disclosure, dissemination, or duplication of this information is strictly prohibited. If you have received this email in error, please notify us immediately by telephone. If you experience problems in the receipt of this email, please call (608) 280-8550. Thank you.

EXHIBIT O

From: Lin Wood <lwood@linwoodlaw.com>

Sent: Wednesday, April 29, 2020 5:32 PM

To: Nicole Jennings Wade <nwade@wgwlawfirm.com>; Jonathan Grunberg <jgrunberg@wgwlawfirm.com>; Taylor Wilson <twilson@wgwlawfirm.com>

Cc: [REDACTED]; Burby, Joey <Joey.Burby@alston.com>

Subject: Fwd: Activity in Case [REDACTED] Order

EXTERNAL SENDER – Proceed with caution

WGW,

Please see below regarding the consummation of the [REDACTED] settlement. [REDACTED] has been exclusively handling and negotiating this aspect of the case. It appears that the consummation will now occur on or close to July 31.

I will keep you posted as to any further developments. Let me know if you have any questions.

Lin

L. Lin Wood
L. LIN WOOD, P.C.
1180 West Peachtree Street
Suite 2040
Atlanta, GA 30309
Telephone: (404) 891-1402
Direct Dial: (404) 891-1406
Facsimile: (404) 506-9111
E-Mail: lwood@linwoodlaw.com

Sent from my iPhone

Begin forwarded message:

From: [REDACTED]
Date: April 29, 2020 at 5:05:52 PM EDT
To: [REDACTED]
Subject: Activity in Case [REDACTED] Order

This is an automatic e-mail message generated by the CM/ECF system. Please DO NOT RESPOND to this e-mail because the mail box is unattended.

*****NOTE TO PUBLIC ACCESS USERS***** Judicial Conference of the United States policy permits attorneys of record and parties in a case (including pro se litigants) to receive one free electronic copy of all documents filed electronically, if receipt is required by law or directed by the filer. PACER access fees apply to all other users. To avoid later charges, download a copy of each document during this first viewing. However, if the referenced document is a transcript, the free copy and 30 page limit do not apply.

U.S. District Court

[REDACTED]

Notice of Electronic Filing

The following transaction was entered on 4/29/2020 at 5:04 PM EST and filed on 4/29/2020

Case Name: [REDACTED]
Case Number: [REDACTED]
Filer:
Document Number: [66](#)

Docket Text:

ORDER: (1) the parties' construed Joint Motion to Stay [65] is hereby GRANTED; (2) this case is hereby STAYED until July 31, 2020; and (3) the parties shall file a stipulation of dismissal or a further joint status report updating the Court on the status of settlement on or before July 31, 2020. Signed by Magistrate Judge [REDACTED] on 4/29/2020. [REDACTED]

[REDACTED] Notice has been electronically mailed to:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Notice will not be electronically mailed to:

The following document(s) are associated with this transaction:

Document description:Main Document

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1033394914 [Date=4/29/2020] [FileNumber=4581621-0
] [4803ec67c545662a9561e42e429cdd2200acc72d9a19593b42a1a94cf2f349b32f0
31cdbd3837a8b86c8317c498083b96a8c383d9e5e105dc10fd298c4f5d483]]

EXHIBIT P

ALSTON & BIRD

One Atlantic Center
1201 West Peachtree Street
Atlanta, GA 30309-3424
404-881-7000 | Fax: 404-881-7777

Christopher C. Marquardt

Direct Dial: 404-881-7827

Email: chris.marquardt@alston.com

July 24, 2020

VIA EMAIL

Andrew M. Beal, Esq.
Buckley Beal
600 Peachtree Street, N.E.
Suite 3900,
Atlanta, GA 30308

Dear Drew:

I hope you and your family remain safe and well in these pandemic days.

The settlement agreement between our respective clients provides that LLW PC shall pay to WGW a portion of its fees earned in three settled cases ([REDACTED]) and two other pending cases ([REDACTED]).

The fee splits for these cases require client consent in order to comply with Georgia Rule of Professional Conduct 1.5(e). LLW PC has therefore requested that each of the clients in question provide their consent to the fee splits. The clients in the [REDACTED] and [REDACTED] cases have consented, but we have just learned that the client in the [REDACTED] cases ([REDACTED]) has declined to consent and indicated he will only approve payment of a quantum meruit fee to WGW. Accordingly, please provide LLW PC with documentation of the services rendered by WGW in the [REDACTED] cases (including contemporaneous time records) and a proposed fee based on the total hours worked so that it may be presented to [REDACTED] for his review and approval. Or if you prefer, you may send the information to [REDACTED], who also represents [REDACTED] and has been the primary point of contact on this issue.

Without client consent, the fee splits pertaining to the [REDACTED] cases in the settlement agreement are void. The other provisions of the agreement remain valid, however, and LLW PC intends to honor them and expects for WGW to do the same. Accordingly, LLW PC plans to pay WGW the agreed-upon portion of its fees for the [REDACTED] and [REDACTED] cases, which together total \$[REDACTED]. WGW agreed in the settlement agreement to pay LLW PC \$285,000.00 in full satisfaction of their obligations under the lease agreement

Andrew M. Beal, Esq.

Page 2

with PR II Regions Plaza, LLC. When the \$ [REDACTED] owed by LLW PC for the [REDACTED] and [REDACTED] cases is deducted from the \$285,000.00 owed by WGW for the lease, there remains a balance due to LLW PC of \$ [REDACTED]. Once [REDACTED] approves a quantum meruit fee to WGW for [REDACTED] cases, LLW PC will pay that amount to WGW after first deducting the \$ [REDACTED] that WGW owes to LLW PC.

If you have questions, please feel free to contact me.

Sincerely yours,

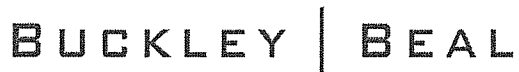
/s/ Christopher C. Marquardt

Christopher C. Marquardt

CCM:jh

cc: Joey Burby

EXHIBIT Q



ANDREW M. BEAL

Direct Dial: (404) 688-2685

Email: ABEAL@BUCKLEYBEAL.COM

August 7, 2020

VIA ELECTRONIC MAIL ONLY
(chris.marquardt@alston.com)

Christopher C. Marquardt, Esq.
Alston & Bird
1201 West Peachtree Street
Atlanta, GA 30309

Re: Demand for Payment

Dear Chris:

Yes, thank you, we are all doing well, and we hope you are as well.

As you know, the settlement agreement between your clients L. Lin Wood, Esq. and L. Lin Wood, P.C. and my clients dated March 17, 2020 ("Agreement") required payment by your clients of the amounts set forth in the Agreement within 72 hours of your clients' receipt of payment. In your letter of July 24th, you have stated that it is your client's intention to withhold payment of the primary fee because [REDACTED] has allegedly declined to consent to the agreed-upon fee sharing. If this is your position, it is meritless, and your client has engaged in fraud.

First, Rule 1.5(e) of the Georgia Rules of Professional Conduct specifically governs only "lawyers who are not in the same firm," and specifies that "Paragraph (e) does not prohibit or regulate division of fees to be received in the future for work done when lawyers were previously associated in a law firm." *See* Rule 1.5, cmt. 8. Moreover, the Georgia Bar has made clear through a formal advisory opinion that client consent is not required when sharing fees with attorneys from the same firm who are working under the supervision of the firm. In other words, Rule 1.5 is irrelevant here.

In light of the clear inapplicability of Rule 1.5(e), it appears that your client is simply declining to make payment in bad faith and in keeping with his repeated statements that he would never pay my clients "one thin dime" and would destroy their careers. These statements of his intent, coupled with his physical assaults and threats of harm, form the hallmarks of malicious intent. Your client's own conduct shows that this rule is inapplicable as he routinely requested that my clients work on cases with him, under his supervision, and share in fees with him without any

Christopher Marquardt, Esq.
August 7, 2020
Page 2

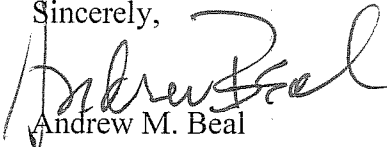
special authority from clients. Your client did so because he knew that no other consent or authority was required.

In fact, it is plain that your clients never intended to perform under the Agreement as evidenced by the fact that you were able to write and send to me this detailed letter on [REDACTED]. Regardless, the Agreement specifically states that at all times [REDACTED] were the clients of L. Lin Wood and L. Lin Wood, P.C. As such, even if settled law were turned on its head and client consent were relevant here, your clients would have had a duty to obtain the consent of all of their clients prior to entering into this agreement. In fact, [REDACTED], also the [REDACTED] counsel, made just such a representation. For your clients to enter into an agreement, deliberately misrepresenting their actual authority to enter into the agreement, constitutes fraud in the inducement, allowing my clients to rescind the contract and to sue in fraud and for all the damages they incurred as a result of your client's tortious behavior during their work with your clients.

It is clear that your clients' recent position has no legal basis and reflects a fraudulent scheme. Please have your client wire the funds as required by the Agreement, which are now severely past due. My clients' offer to accept the amounts set forth in the Agreement shall remain open through noon EST on Monday, August 10th.

Finally, my clients are still receiving notices from the courts as counsel of record in the [REDACTED] matters, despite my numerous requests to file the Notices of Withdrawal which I sent to your clients in March. Per Mr. Wood's requests, my clients did not contact [REDACTED] or file into the [REDACTED] cases. Please have those withdrawals filed immediately and have Mr. Wood or [REDACTED] confirm that my clients are no longer counsel for [REDACTED].

Sincerely,



Andrew M. Beal

cc: clients (via email)

EXHIBIT R

ALSTON & BIRD

One Atlantic Center
1201 West Peachtree Street
Atlanta, GA 30309-3424
404-881-7000 | Fax: 404-881-7777

Christopher C. Marquardt

Direct Dial: 404-881-7827

Email: chris.marquardt@alston.com

August 10, 2020

VIA EMAIL

Andrew M. Beal, Esq.
Buckley Beal LLP
600 Peachtree Street NE, Suite 3900
Atlanta, GA 30308
ABeal@buckleybeal.com

Dear Drew:

I received your letter dated August 7. The letter is the first response we received to my letter dated July 24. Quite frankly, we were concerned that we had not heard from you. I am glad to read that you remain well. These are scary times with the ongoing pandemic.

Turning to your letter, the position that your clients are taking is surprising, to say the least. The allegation of fraud is completely baseless, of course, but it's more than just that. Making an accusation of fraud against Lin is yet another in a long line of bad faith threats that your clients have made in an effort to shake Lin down for money. The problem that they face is two-fold. First, Lin will not be extorted. Second, the Rules of Professional Conduct prohibit the payment they are demanding in the absence of client consent. Lin will not violate the ethics rules of our profession. For that reason, even if Lin wanted to give in to WGW's demand just to make this go away, and to protect his own clients to whom he is so devoted, he could not split his fee in the [REDACTED] cases without [REDACTED] consent. Lin acted in complete good faith and sought that consent. [REDACTED] declined to give it. And whether we like it or not, [REDACTED] has the absolute right to withhold his consent.

In my July 24 letter, we asked your clients to provide documentation demonstrating the work they did on the [REDACTED] cases so that they can be compensated for their services under the doctrine of quantum meruit. We have not received anything in response. In case you have overlooked this important issue, we repeat that request here. That is a crucial step in determining that the fee demanded is reasonable and in proportion to the services performed, two other requirements of the applicable rule of professional conduct. Perhaps the problem is that your clients are unable to document their time or simply know that the

documented time will not support the amount of the fee they seek. We look forward to discussing this issue in more detail.

Your clients' allegations of fraud and malicious intent are legally wrong, but more than that, they are also offensive. Lin is steadfastly devoted to his clients and to the truth. Contrary to your argument, Lin is not "simply declining to make payment in bad faith" or in an attempt to "destroy [your clients'] careers." As your clients know, the opposite is true. Through an extended period of mentorship and co-counseling on cases that came into Lin's firm solely because of Lin and his reputation, Lin has helped to build the careers of your clients. The mentorship and support from Lin have continued during 2020 despite the false accusations your clients have made against Lin, and despite the dispute that arose and that we settled. As just two examples, Lin offered to provide your clients with a line of credit in the amount of \$500,000.00 to support their legal practice, and he has also referred a number of defamation cases to them. Those and other actions reveal that Lin wishes to support your clients' careers, not destroy them.

It might be helpful to respond to your legal argument regarding Rule 1.5(e). We agree that Rule 1.5(e) is only implicated when a fee is to be divided "between lawyers who are not in the same firm." However, the facts establish that the WGW lawyers were not in Lin's firm at any time relevant to the [REDACTED] cases. Courts "focus on where the participating lawyers were **at the time the agreement to divide fees was made** to determine whether they were 'in the same firm.'" David D. Dodge, *Eye on Ethics: Post-Departure Fee Splitting Agreements*, 43 AZ ATTORNEY 6 (2007). It is indisputable that the WGW lawyers and Lin were not "in the same firm" when the Settlement Agreement was executed on March 17, 2020; in fact, they had agreed to stop sharing office space and working on cases together back in mid-February.

The same was true on January 28, 2019, when [REDACTED] engaged LLW PC as counsel for [REDACTED]. While Jonathan and Taylor had at one time worked as associates of LLW PC, that arrangement had ceased in April 2018. In fact, they had formed WGW with Nicole prior to that, in February 2018. At the same time, Jonathan and Taylor had formed J.D. Grunberg, LLC and G. Taylor Wilson, LLC, and in April 2018 they formed Grunberg & Wilson, LLC. From this point forward, they had their own firms and were not part of LLW PC. Nicole was never an employee of LLW PC and had been operating her own firm, Wade Law, LLC, since August 2015. All of those things predated the [REDACTED] engagement.¹ While Nicole, Jonathan, and Taylor shared office space and worked on cases with LLW PC, they each paid a portion of the overhead expenses and, as stated in the Settlement Agreement, had their own clients. Given those well-established

¹ Comment 8 to Rule 1.5 does not apply because when the [REDACTED] engaged LLW PC, it had been almost a year since Lin, Jonathan, and Taylor "were previously associated in a law firm," and Nicole was never a member of LLW PC.

facts, how do your clients believe they could convince the State Bar² or a court that they were part of LLW PC, and thus “in the same firm,” in March 2020? They could not.

As support for your position that Rule 1.5(e) is “irrelevant here,” you appear to be referring to the State Bar of Georgia’s Formal Advisory Opinion No. 05-9, which discusses the ethics considerations for “temporary lawyers.” There is simply no way to credibly claim that WGW served as “temporary lawyers” in the [REDACTED] cases. Setting aside the facial inapplicability of the Advisory Opinion, its language makes clear that it would not support your clients’ argument even if it applied. The Advisory Opinion explains that a fee division with a temporary lawyer is allowed “[i]n accordance with the rationale contained in ABA Formal Opinion 88-356.” But that ABA opinion states that if “the arrangement between the firm and the temporary lawyer involves a direct division of the actual fee paid by the client, such as percentage division of a contingent fee, then Rule 1.5(e)(1) **requires the consent of the client and satisfaction of the other requirements of the Rule regardless of the extent of supervision.**” In other words, even under the Georgia Advisory Opinion, a contingent fee could not be split unless [REDACTED] gave his informed consent.

After the Settlement Agreement was executed, Lin endeavored to obtain the necessary consent from [REDACTED]. As your clients know, [REDACTED] had asked to delay the settlement until [REDACTED], so the settlement did not have to be approved by a [REDACTED] court. [REDACTED] declined the requested consent, thus prompting my letter to you that same day. Without client consent, the fee splits in the Settlement Agreement relating to the [REDACTED] cases are void.³ However,

² We note that because the [REDACTED] lives in [REDACTED], and the lawyers were admitted pro hac vice to the U.S. District Court for the [REDACTED] where the [REDACTED] cases are pending, the fee splits for the [REDACTED] cases may be examined under the [REDACTED] Rules of Professional Conduct.

³ See, e.g., O.C.G.A. § 13-8-2(a) (“A contract that is against the policy of the law cannot be enforced.”); *R.D. Legal Funding Partners, LP v. Robinson*, 476 F. App’x 354, 360 (11th Cir. 2012) (noting that for contracts entered into by members of the Georgia State Bar, “public policy may be gleaned from the Georgia Disciplinary Standards and the Georgia Rule of Professional Conduct”); *Eichholz Law Firm, P.C. v. Jeff Martin & Assocs., P.C.*, No. CV414-172, 2016 U.S. Dist. LEXIS 113917, at *10–*13 (S.D. Ga. Aug. 24, 2016) (granting the defendants’ motion for summary judgment as to the plaintiffs’ claim that the defendants breached the contract by failing to pay 50% of the fee they earned because the agreement itself was unenforceable); *Nelson & Hill, P.A. v. Wood*, 245 Ga. App. 60, 65–66, 537 S.E.2d 670, 675–76 (2000) (finding that an oral contingency fee contract is unenforceable because it would violate public policy).

where fee-splitting provisions in an agreement are unenforceable because they contravene Rule 1.5(e), a lawyer may still recover in quantum meruit for the services he provided.⁴

I add a couple of additional observations. Your clients did not require Lin to obtain the consent of the [REDACTED] family to the fee splits before signing the Settlement Agreement, despite the fact that they were on notice that the [REDACTED] would only approve a quantum meruit fee. Specifically, in an email to you dated February 27, 2020, Lin requested “proof of reasonable and necessary hours spent on these cases” because “the [REDACTED], not me, control the amount of fees to be paid to WGW, and the clients will only agree at best to pay WGW quantum meruit for [their] services.” In addition, on March 1, 2020, [REDACTED] explained to you via email that because WGW did not have a fee agreement with the [REDACTED], they could only seek “a reasonable fee,” which is a quantum meruit fee. [REDACTED] again advised that the [REDACTED] would support payment of a quantum meruit fee, and that remains the case today. These emails from Lin and [REDACTED] cannot reasonably be construed as “deliberately misrepresenting their actual authority to enter into the [settlement] agreement.”

It may be that [REDACTED] believes the division of fees set forth in the Settlement Agreement is unreasonable given his uncertainty about the amount of work that WGW did on his cases. Therefore, in my July 24 letter, we requested documentation of the services rendered by WGW in each of the [REDACTED] cases (including contemporaneous time records) and their proposed fee based on the total hours worked so that it may be presented to [REDACTED] for his review and approval. Although you have explained since at least March 11, 2020 that your clients have “substantial email documentation” to support their position regarding the amount of work they did on these cases, we still have not received a single record from you.

As we have explained, Lin’s position is that the Settlement Agreement is otherwise valid and enforceable in all respects, other than the fee splits for the [REDACTED] cases, and he will comply with all other provisions, including paying WGW the portion of their fees from the [REDACTED] and [REDACTED] cases, after deducting what they agreed to pay him with regard to the lease obligation. Under the agreement, our clients gave each other general releases and waived all claims. If your clients attempt to rescind the Settlement Agreement and sue for fraud or other claims, Lin will vigorously defend himself and will assert all available counterclaims against WGW and its principals for breaching their obligations under the Settlement Agreement and any other potential causes of action that have arisen. Lin is a deeply religious man and a man of honor, and you can be sure that if your clients accuse him of fraud, he will defend his honor to the end, and spare no expense.

I want to make one final point: the client settlements discussed in the Settlement Agreement between LLW PC and WGW are highly confidential. If your clients were to take any steps

⁴ *Eichholz Law Firm, P.C. v. Tate Law Group, LLC*, 310 Ga. App. 848, 852–53, 714 S.E.2d 413, 417 (2011).

Andrew M. Beal, Esq.

Page 5

to disclose information about those confidential settlements, such as through the filing of a lawsuit that puts that information into the public record, the consequences would be severe. Doing so would violate attorney-client confidentiality and the settlement agreements. It would cause significant damage to [REDACTED] and the other clients on whose cases WGW worked. If your clients take any actions that lead to the disclosure of that confidential information to third parties or the public, there will be a long line of people who may have claims against them for breaching their duties. Please remind your clients not to make that very significant mistake.

Please give this letter your prompt attention. Once you have had a chance to read it, I think it would make sense for us to have a call to discuss next steps.

Sincerely yours,

/s/ Christopher C. Marquardt

Christopher C. Marquardt

CCM:jh

cc: R. Joseph Burby

EXHIBIT S

From: Andrew Beal <ABeal@buckleybeal.com>
Sent: Tuesday, August 25, 2020 5:18 PM
To: Marquardt, Chris <Chris.Marquardt@alston.com>
Cc: Andrew Beal <ABeal@buckleybeal.com>
Subject: FW: WGW

EXTERNAL SENDER – Proceed with caution

Chris

Attached please find my clients' verified complaint and initial discovery (which will be served with the complaint but not filed with the court for confidentiality reasons). We also have subpoenas for [REDACTED] and [REDACTED], which are being finalized now, and we will get these to you shortly.

We wanted to share these with you prior to filing. These documents are sent to you with your agreement that your client will not attempt to file a complaint against my clients during the time in which you are reviewing these documents and until you have spoken with me and affirmatively notified me of your client's change of position on this issue. Accordingly, my client will hold off on filing suit for now, until I hear back from you. We would like to mail down a process for engaging in settlement discussions or filing suit in this matter this week. The parties are all well aware of the issues and the law here, and any delay does not really serve either of us. For this reason, unless we hear from you sooner, my clients will not file the above complaint before 5:00 pm EST on Thursday, August 27th. Hopefully, we will have an agreement to resolve this by then.

If any of this is incorrect, please let me know. I look forward to working with you on this.

ANDREW M. BEAL | BUCKLEY BEAL, LLP

Direct: 404-688-2685 | **Fax:** 404-688-2988 | **Email:** abeal@buckleybeal.com

Bank of America Plaza, Suite 3900 | 600 Peachtree Street, N.E. | Atlanta, Georgia 30308

From: Michael Glosup

Sent: Tuesday, August 25, 2020 4:53 PM

To: Andrew Beal

Subject: WGW

EXHIBIT T

From: Andrew Beal <ABeal@buckleybeal.com>

Sent: Thursday, August 27, 2020 3:47 PM

To: Burby, Joey <Joey.Burby@alston.com>; Marquardt, Chris <Chris.Marquardt@alston.com>

Subject: RE: Settlement Demand

EXTERNAL SENDER – Proceed with caution

Joey

Your request seems reasonable. We will extend the deadline until Monday at noon (I am booked in the afternoon, and you probably would not be able to get in touch with me anyway). This extension is based on

the same understanding we are traveling under that the parties will refrain from filing suit while we are discussing settlement (at noon on Monday).

If you cannot agree with any of this, please let me know. We have sent you a demand for retraction by separate email.

Thanks.

Drew.

ANDREW M. BEAL | BUCKLEY BEAL, LLP

Direct: 404-688-2685 | **Fax:** 404-688-2988 | **Email:** abeal@buckleybeal.com

Bank of America Plaza, Suite 3900 | 600 Peachtree Street, N.E. | Atlanta, Georgia 30308

From: Burby, Joey [<mailto:Joey.Burby@alston.com>]

Sent: Thursday, August 27, 2020 12:52 PM

To: Andrew Beal; Marquardt, Chris

Subject: RE: Settlement Demand

Drew,

During yesterday's call, we proposed mediation (on a fast track) or at least a meeting where the parties would sit down and have an adult conversation about this dispute and how to resolve it, and you indicated you would share that proposal with your clients. We assume based on your email below that the proposal is rejected, but can you please confirm that?

Assuming that's the case, we will certainly discuss your demand with our client and respond in good faith. We need more time to do that, though. The demand is for nearly twice what Lin would have paid your clients under the Settlement Agreement, and you offer no explanation of how you arrived at it. Chris and I both have other commitments today and tomorrow, and Lin is traveling and handling other litigation matters. We'd like to have until Monday to respond so that we have an opportunity to fully discuss this with Lin, and he has time to seriously consider it. In the interim, Lin would agree not to communicate further with any joint clients or otherwise make any statements to third parties about your clients.

There's no reason to impose an artificial deadline given where we are in this process, and sending us a demand after 9pm last night and insisting on a response by 5pm today is simply not reasonable or productive. You sat on our letter, informing you of the consent issue, for 2 weeks, and didn't respond to our August 10 letter for another 2 weeks. Once a lawsuit is filed, any chance of settlement goes away.

Please let us know if your clients will agree to extend the deadline to Monday at 5pm. If you want to discuss this, feel free to call me or Chris.

Joey

R. Joseph Burby

ALSTON & BIRD LLP

One Atlantic Center

1201 W. Peachtree Street

Atlanta, GA 30309-3424

404.881.7670 (o)

404.441.6928 (m)
Joey.Burby@alston.com

From: Andrew Beal <ABeal@buckleybeal.com>
Sent: Wednesday, August 26, 2020 9:10 PM
To: Marquardt, Chris <Chris.Marquardt@alston.com>; Burby, Joey <Joey.Burby@alston.com>
Subject: Settlement Demand

EXTERNAL SENDER – Proceed with caution

Chris and Joey

As we discussed this afternoon, the parties are engaging in settlement discussions by exchanging written offers of terms. This offer will remain open until 5:00 pm Eastern tomorrow, Thursday August 27.

Here is our proposal. Your client pays my clients \$ [REDACTED] immediately in satisfaction of the existing claims my clients intend to file and which you have reviewed, to buy them out of the existing settlement agreement, attorneys fees for this matter, and claims for defamation and breach of non-disparagement based upon today's events. Further, your client will withdraw from the [REDACTED] cases and the [REDACTED] matters (for [REDACTED] he will assign all fees to my clients) provided each client consents and will issue a retraction for his libel and slander in the form below to all persons he contacted today. My clients will remit no fees to your client, and your client will have no further responsibilities to make any payments to my clients. Your client will acknowledge responsibility for the Lease and the parties will execute mutual releases. Nothing further is required.

Retraction: "I wanted to take this opportunity to contact you and personally retract the statements I made about my former partners: Nicole Wade, Jonathan Grunberg and Taylor Wilson. I was angry, and those statements are not true."

Drew

ANDREW M. BEAL

Buckley Beal, LLP
Bank of America Plaza, Suite 3900
600 Peachtree Street
Atlanta, GA. 30308
(404) 688-2685

NOTICE: This e-mail message and all attachments may contain legally privileged and confidential information intended solely for the use of the addressee. If you are not the intended recipient, you are hereby notified

that you may not read, copy, distribute or otherwise use this message or its attachments. If you have received this message in error, please notify the sender by email and delete all copies of the message immediately.

EXHIBIT U

August 27, 2020

VIA ELECTRONIC MAIL ONLY

L. Lin Wood
L. Lin Wood, P.C.
c/o Chris Marquardt
Chris.Marquardt@alston.com
c/o Joey Burby
Joey.Burby@alston.com

Re: Defamation of Nicole Wade, Jonathan Grunberg, and Taylor Wilson & Notice of Breach of Settlement Agreement

Dear Chris and Joey:

As you know, you, on behalf of your clients L. Lin Wood (“Wood”) and L. Lin Wood, P.C. (“LLW PC”) (collectively, “Defendants”) advised that LLW PC would not pay to my clients the sums agreed to in the parties March 17, 2020, Settlement Agreement. Subsequently, my clients demanded payment from LLW PC, which it refused. On August 25, 2020, in a continued effort to avoid litigation, I provided to you a copy of the Complaint my clients will be filing against Wood and LLW PC, and offered a standstill agreement providing neither side would sue the other while we considered a resolution, so that you all could better consider the clear merits of my clients’ claims and assess making payment.

Defendants’ response to my clients request that they abide by the affirmative promises they made in the Settlement Agreement was to falsely accuse them of criminal extortion and to call and e-mail several of my clients’ past and current clients, as well as their colleagues on which they currently co-counsel in significant ongoing litigation with whom my clients had established a working relationship that was likely to result in future engagements on class action matters. What’s more, Defendants not only falsely accused my clients of criminal extortion of Wood and LLW PC, but they accused them of criminal extortion of a client with whom my clients have had no contact and have made no demands upon whatsoever. Defendants, in short, continued a campaign of promises to destroy my clients’ careers and, in Wood’s words, render them “homeless.” These false accusations followed Wood’s repeated explicit threats of physical harm and to “fight [them] till [they] damn die.” This is, of course, not the first time that Defendants have falsely accused mine of extortion to third parties, nor the first time that Defendants have threatened “to expose Nicole and her partners publicly.” In fact, the threat of publicly destroying my clients has been a mainstay in Defendants repeated threats of physical, professional, and financial harm to my clients and their families.

Defendants’ accusations of criminal extortion are false and defamatory per se, for which damages to my clients’ reputations will be presumed as a matter of law. Given that Defendants

are consciously lying with the intent to harm, thereby establishing both actual and common law malice, punitive damages are likely to be recovered. Accordingly, pursuant to O.C.G.A. § 51-5-11 and in anticipation of filing suit, I hereby demand a retraction from Defendants of all statements they have made to any third-party accusing my clients of extortion. For example, and without limitation, I demand retraction of the following statements written by Defendants to [REDACTED] on August 26, 2020:

1. “Nicole Wade and her law partners are preparing to sue me tomorrow for fraud in a frivolous lawsuit intended to extort money from [third party client] that they did not earn as demonstrated by their refusal to document their time as requested by [the client].”
2. “They are putting their greed and personal interests ahead of the interests of their clients, including you.”
3. “Nicole’s efforts to extort money from me will bring my patience to an abrupt halt.”
4. “I will not be extorted, especially not by crooks.”
5. “I think you are going to be disgusted by what you learn about Nicole’s conduct and wrongdoing.”
6. “Sorry you have to be involved in this matter, but Nicole is the one who has placed you at risk by her greed and false accusations against me.”

I further demand a conspicuous retraction of all similar statements made by Defendants to any third parties, including, without limitation, [REDACTED] and [REDACTED]. All retractions should be made in as conspicuous a manner as the originally libel and/or slander was published.

You are further advised that Defendants are in breach of the Settlement Agreement’s non-disparagement provision, paragraph 3. In preparation for filing suit on that issue, I also request that he mitigate the damage caused by issuing the retractions demanded herein.

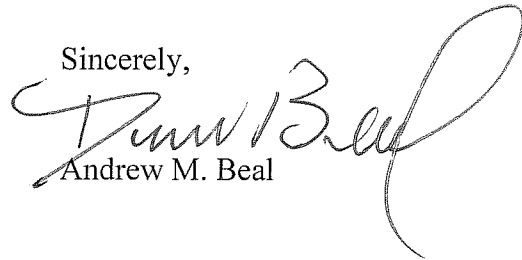
To comment briefly on what you already know regarding the falsity of your Defendants’ accusations, my clients made significant personal, professional, and financial concessions – none of which were required of them – when they elected to enter into the Settlement Agreement. My clients did so to end Defendants’ threats against them, to protect them and their families from Wood’s behavior and to avoid having to sue Defendants and publicly discuss what led them to this dispute. Despite all of that, Defendants withheld payment of the monies they promised and then accused my clients of criminal extortion to some of the most important people in their professional lives, for simply making a demand through a lawyer for the money promised to them.

L. Lin Wood
August 27, 2020
Page 3

My clients have never, not even once, responded in kind to Wood. They have never threatened him physically, as he did to them. They have never threatened him financially, as he did to them. They have never threatened his bar license, as he did to them. They have never threatened to destroy his career or to humiliate him publicly, as he did to them. They have never made a single false accusation against your clients to them or to third parties, as he did to them. They have never even involved third parties in this dispute, as he did to them. They have never threatened his families, as he did to them. They have never threatened to harm his family and children, as he did to them. They have simply swallowed whole Defendants' varied misconduct in an effort to make this all go away and, of all things, protect Wood from the consequences of his own actions. And for that, Defendants accuse them of extortion. The professionalism and basic decency my clients have shown in the face of all of this cannot be disputed, and the documentary evidence in this matter, including the complete void of any misconduct by my clients, will prove that to be true.

Please promptly provide to me written confirmation of the retractions demanded herein.

Sincerely,

A handwritten signature in cursive script, appearing to read "Andrew M. Beal". The signature is fluid and extends to the right, with a long, sweeping tail.

Andrew M. Beal

Cc: Clients (via electronic mail)

EXHIBIT V

ALSTON & BIRD

One Atlantic Center
1201 West Peachtree Street
Atlanta, GA 30309-3424
404-881-7000 | Fax: 404-881-7777

Christopher C. Marquardt

Direct Dial: 404-881-7827

Email: chris.marquardt@alston.com

August 31, 2020

VIA EMAIL

Andrew M. Beal, Esq.
Buckley Beal LLP
600 Peachtree Street NE, Suite 3900
Atlanta, GA 30308
ABeal@buckleybeal.com

Re: Rule 408 Settlement Communication

Dear Drew:

I write in response to your clients' recent \$ [REDACTED] settlement demand. We have spent considerable time discussing the threatened lawsuit and demanded settlement amount with our client. Because the demand is unreasonable, Lin rejects it.

During one of the phone conversations that you and I had last week about the complaint that your clients have threatened to file, you opined that no one in the public will care about it because, in your words, "it's just a fee dispute between lawyers." Lin agrees that this is a just fee dispute, despite your clients' efforts to transform it into something different.

Lin has been practicing law for more than 40 years. He loves the law. He loves our profession. He believes that public disputes over fees and Rules of Professional Conduct impugn the profession in the eyes of the public. He further believes that, when disagreements over fees arise, lawyers owe it to themselves, their clients, and our profession to sit down and attempt to work the issues out in good faith. This is a situation where Lin believes that he had a professional obligation to obtain client consent for the fee-split contemplated by the parties' settlement agreement, and he endeavored to get that consent from the client. Accusations of fraud and wrongdoing are wholly misplaced.

Lin has offered to have an in-person settlement meeting with your clients, and he stands by that offer. Thus far they have not accepted it. Lin has also offered to mediate this dispute with your clients, and he stands by that offer. Thus far they have not accepted it. And after discussing the dispute with us in more detail this weekend, Lin instructed us to

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make another offer: binding arbitration regarding the Rule 1.5 fee split issue. That would obviously allow a neutral party to determine which side is correct about the application of ethics Rule 1.5 and the fee-split provision in the settlement agreement. Any one of these options would, in our view, be an appropriate method for lawyers who have handled cases together to resolve a fee dispute.

Please talk to your clients about our offer to submit the fee dispute to binding arbitration, if they are not interested in a sit-down meeting or a mediation. We reiterate our request to see WGW's billing records for purposes of these settlement discussions. As I have noted several times, the client has formally requested them, and those records could make this a moot issue. Your recent email expressly acknowledged that we would be requesting them through discovery in the event that your clients carry through with their threat to sue Lin. Providing them now when we are trying to settle the case should not, therefore, be an issue. In an email you sent on Friday night, you asserted for the first time that your clients do not have access to certain information they would need for the purpose of providing billing records. That is news to us. Joey and I are certainly open to discussing that issue with you if you can provide some details.

When you first reached out last week about this threatened lawsuit – as a professional courtesy, you told me – you offered to share a draft complaint for Lin's review and consideration if Lin would agree not to file a lawsuit without me telling you first. We have lived up to that agreement. Later in the week, you asked me to instruct Lin not to engage in further communications with his clients regarding WGW pending these settlement talks, and Lin has lived up to that agreement. If we agree to mediate or arbitrate this dispute, we will instruct Lin to continue abiding by those agreements. We have every expectation that he will follow those instructions.

Lin has supported your clients and their practices for many years. That support continued after this dispute arose. When the [REDACTED] settlement was delayed, Lin offered to provide an unsecured Line of Credit to your clients in the amount of \$500,000 to assist them. He has also referred numerous cases to them over the past few months. Those are not the acts of one with alleged malice for your clients; to the contrary, those and other actions show that Lin cares for them and hopes that they succeed. Lin will work in good faith to resolve this dispute in any one of the ways we have proposed: a meeting, a mediation, or binding arbitration. The communications with his clients that you complained about last week only occurred in response to your clients' explicit threat to make patently false accusations of fraud against Lin in a public filing. If those false allegations are filed, Lin will have no choice but to defend himself and to have further privileged communications with his clients to counter the false narrative from WGW. Because that scenario is not in the interest of our respective clients, or their own clients, we hope that WGW will be open to one of the settlement options I have set forth in this letter.

As always, please feel free to give me a call if you have any questions. I look forward to hearing from you. We believe the parties should get together to work this all out.

Andrew M. Beal, Esq.
Page 3

Sincerely yours,

/s/ Christopher C. Marquardt

Christopher C. Marquardt

cc: R. Joseph Burby

EXHIBIT W

ALSTON & BIRD

One Atlantic Center
1201 West Peachtree Street
Atlanta, GA 30309-3424
404-881-7000 | Fax: 404-881-7777

Christopher C. Marquardt

Direct Dial: 404-881-7827

Email: chris.marquardt@alston.com

August 31, 2020

VIA CERTIFIED MAIL & EMAIL

Andrew M. Beal, Esq.
Buckley Beal LLP
600 Peachtree Street NE, Suite 3900
Atlanta, GA 30308
ABeal@buckleybeal.com

Re: *Nicole Wade et al. v. L. Lin Wood et al.*, Case No. 2020-CV-339937
Notice of Abusive Litigation under O.C.G.A. § 51-7-84

Dear Drew:

During one of the phone conversations that you and I had last week about the complaint that your clients have now filed, you opined that no one in the public will care about it because, in your words, “it’s just a fee dispute between lawyers.” However, the complaint your clients filed tries to turn it into something completely different – a fraud complaint – for wrongful purposes, as that phrase is defined in O.C.G.A. § 51-7-81. The attempt to affirm the Settlement Agreement and sue for its alleged breach while also suing for alleged fraudulent inducement is plainly prohibited under Georgia law given the contractual language at issue.

The complaint your firm prepared is legally improper. As pled by your clients, the fraudulent inducement claim is contrary to law, without substantial justification, and has been asserted for the wrongful purposes set forth in the abusive litigation statute, O.C.G.A. § 51-7-80, et seq. It and its related claim for punitive damages are frivolous, groundless in fact and law, and vexatious, thus amounting to claims without substantial justification under the abusive litigation statute.

This letter constitutes legal notice under O.C.G.A. § 51-7-84(a) with respect to Verified Complaint styled *Nicole Wade et al. v. L. Lin Wood et al.* and its inclusion of the following:

- Count II: Fraudulent Inducement (paragraphs 199 through 216);
- Count III: Punitive Damages (paragraphs 217 through 218); and

- The factual allegations purportedly supporting those improper causes of action (paragraphs 106 through 184).

Those sections of the Verified Complaint constitute abusive litigation for purposes of the statute. If they are not immediately withdrawn, Mr. Wood and his firm reserve all rights to assert claims for all damages as provided under O.C.G.A. § 51-7-83 against all persons covered by the statute as set forth at O.C.G.A. § 51-7-81.

Caselaw interpreting the abusive litigation statute requires this notice to specify the persons and entities against whom relief would be sought if the claims are not withdrawn. The persons against whom Mr. Wood and his firm would seek relief include Nicole Wade; Jonathan Grunberg; Taylor Wilson; Wade, Grunberg & Wilson LLC; Andrew M. Beal; and Buckley Beal LLP.

Mr. Wood and his firm also reserve their separate rights to recover fees and expenses of litigation under O.C.G.A. § 9-15-14 against all persons covered by subparts (a) and (b) of that separate statute. Although that statute does not require a movant to serve a formal notice before a sanctions motion is filed, we are advising you and your clients of Mr. Wood's intention to pursue his remedies under that statute as well.

Sincerely yours,

/s/ Christopher C. Marquardt

Christopher C. Marquardt

cc: R. Joseph Burby

EXHIBIT X

ALSTON & BIRD LLP

One Atlantic Center
1201 West Peachtree Street
Atlanta, Georgia 30309-3424

404-881-7000
Fax: 404-881-7777
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R. Joseph Burby, IV

Direct Dial: 404-881-7670

Email: joey.burby@alston.com

September 10, 2020

Via Email
(abeal@buckleybeal.com)

Andrew M. Beal, Esq.
Buckley Beal LLP
600 Peachtree Street NE
Suite 3900
Atlanta, GA 30308

Re: Response to August 27, 2020 Demand for Retraction

Dear Drew:

I write in response to your letter of August 27, 2020, demanding that Defendants L. Lin Wood (“Mr. Wood”) and L. Lin Wood, P.C. (“LLW PC”) (collectively referred to herein as “Wood”) retract certain statements that Mr. Wood allegedly made to two individual clients he jointly represents with Wade, Grunberg & Wilson (“WGW”), [REDACTED] and [REDACTED], as well as statements he made to attorney [REDACTED], who serves as co-counsel with Wood and WGW on two active litigation matters. Although you claim that Mr. Wood made defamatory statements to each of the forgoing individuals, your letter only identifies statements he made in an email to [REDACTED].

Mr. Wood was certainly entitled to contact the current clients he shares with WGW and his co-counsel with WGW on active matters to inform them of the lawsuit threatened by WGW, to address the false and inflammatory accusations made against him in the draft complaint, and to describe the circumstances that led to the dispute. Indeed, your clients’ lawsuit is already being highly publicized, which appears to have been their intent all along, severely damaging the professional reputation that Mr. Wood established over 43 years of practicing law. Mr. Wood had not only a right, but a duty and obligation, to address this matter with his joint clients with WGW and his co-counsel with WGW. In any event, we are not aware of Mr. Wood making any false or defamatory statements to [REDACTED] or [REDACTED] during their brief telephone conversations. If you believe otherwise, please identify those statements, including the specific statements that your clients want retracted. As it stands, your retraction demand is facially

deficient as it fails to describe with particularity the allegedly defamatory statements made by Mr. Wood.

As for Mr. Wood's statements in an email to [REDACTED], who again is a current client of Wood and WGW, we disagree that the statements you identify are false or defamatory, as explained below, and therefore decline your demand for a retraction.

As you are likely aware, in order to constitute actionable defamation, you must prove (1) a false and defamatory statement concerning your clients; (2) an unprivileged communication to a third party; (3) fault by Wood; and (4) damages. *Wertz v. Allen*, 313 Ga. App. 202, 205, 721 S.E.2d 122, 126 (2011). Publication of the defamatory statement "is essential to recovery." O.C.G.A. § 51-5-1(b). Here, those elements are not met.

As an initial matter, none of the statements at issue (i.e., Mr. Wood's statements to [REDACTED] and [REDACTED]) were "published" to third parties, much less without privilege. Rather, the statements were made to clients of Mr. Wood who he jointly represents with WGW and to Mr. Wood's co-counsel on active cases with WGW. These communications were therefore privileged and the parties at issue had a right and need to receive the information. *See, e.g., Saye v. Deloitte & Touche, LLP*, 295 Ga. App. 128, 133, 670 S.E.2d 818, 823 (2008) (recognizing that publication does not occur where the "communications are 'intracorporate, or between members of unincorporated groups or associations, and . . . heard by one who, because of his/her duty or authority has reason to receive . . . information'" (citing *Kurtz v. Williams*, 188 Ga. App. 14, 16, 371 S.E.2d 878, 880-81 (1988))). Given the relationship between the parties, there was no "publication" in the first instance, which is an essential element of a defamation claim.

Moreover, the statements were clearly privileged. In addition to being protected by the attorney-client privilege, the following types of communications are deemed privileged for purposes of a defamation claim:

- Statements made in good faith in the performance of a legal or moral private duty (O.C.G.A. § 51-5-7(2));
- Statements made with a good faith intent on the part of the speaker to protect his or her interest in a matter in which it is concerned (O.C.G.A. § 51-5-7(3));
- Comments of counsel, fairly made, on the circumstances of a case in which he or she is involved and on the conduct of the parties in connection therewith (O.C.G.A. § 51-5-7(7)).

Each of the foregoing privileges applies to Mr. Wood's statements.

As set forth above, Mr. Wood had a moral and professional obligation to inform his joint clients with WGW and his co-counsel with WGW of WGW's threatened litigation against him and his law firm. He also had a duty to inform his clients of his belief and opinion that WGW have engaged in improper conduct that is not in their best interests as clients. At the time of the communications, your clients had threatened to file a draft complaint against Mr. Wood, their co-

counsel, that you had sent for his review and that is replete with false accusations against Mr. Wood, including accusations which seek to call into question his fitness to practice law. Your clients followed through on that threat, quickly filing the complaint in court without accepting Mr. Wood's multiple proposals to address the dispute privately and professionally either in a meeting, a mediation, or an arbitration. By doing so, your clients invited broad disclosure of their allegations in the media. Those allegations falsely allege that Mr. Wood, their co-counsel, had engaged in fraudulent conduct. Your clients' allegations of fraud by Mr. Wood and the private messages from him they purport to cite in support of the alleged fraud, have no relevance to the claims in this case and thus are not covered by the litigation privilege. Did your clients not understand that those false allegations might impact the ongoing attorney-client relationships for clients that they share with Mr. Wood? Did they not appreciate that making false allegations of fraud against their co-counsel would require Mr. Wood to communicate with their shared clients as part of his duty of candor to the clients? It is inconceivable that a lawyer would not understand and anticipate that accusing co-counsel of fraud would obligate that co-counsel to communicate directly with his clients about the issue.

Even if the statements you identify to [REDACTED] were not privileged, they are substantially true, as Mr. Wood intends to prove in the case against him. *See Lucas v. Cranshaw*, 289 Ga. App. 510, 512, 659 S.E.2d 612, 615 (2008). Substantial truth is an absolute defense to a defamation claim. O.C.G.A. § 51-5-6; *Nelson v. Glynn-Brunswick Hosp. Auth.*, 257 Ga. App. 571, 573, 571 S.E.2d 557, 560 (2002). For example, Mr. Wood's statement that "Nicole Wade and her law partners are preparing to sue me tomorrow for fraud in a frivolous lawsuit intended to extort money from [third party client] that they did not earn as demonstrated by their refusal to document their time as requested by [the client]," is a true statement. Nicole Wade and her partners *did* sue Mr. Wood and *are* trying to recover money from Mr. Wood that he contends they did not earn and are not entitled to receive because, for among other reasons, they have refused, and continue to refuse, to provide documentation of the time they spent working on the case of their former client, [REDACTED], even though [REDACTED] has directly requested that information from them so that he can evaluate the proposed fee split between WGW and Wood.

In addition, many of the statements in Mr. Wood's email to [REDACTED] are non-actionable matters of opinion. *See Davis v. Sherwin-Williams Co.*, 242 Ga. App. 907, 907, 531 S.E.2d 764, 764 (2000). For example, Mr. Wood's reference to Ms. Wade as a "crook" is a non-actionable matter of opinion. *See Swanson Towing & Recovery, LLC v. Wrecker 1, Inc.*, 342 Ga. App. 6, 11, 802 S.E.2d 300, 305 (2017) ("Here, the defendants' statements characterizing the plaintiffs as without morals and as 'mean, vulgar, demeaning[] crook[s]' do not allege a specific crime. Instead, they constitute expressions of opinion, which are not actionable.").

Please be advised that if your clients do proceed with filing a frivolous defamation claim, we will file an anti-SLAPP motion and seek all available costs and damages arising out of such a claim. *See* O.C.G.A. § 9-11-11.1. We will also supplement our prior abusive litigation notice to add this to the growing list of claims by your clients that are frivolous, groundless in fact and law, and vexatious, thus amounting to claims without substantial justification under the abusive litigation statute.

Andrew M. Beal, Esq.
September 10, 2020
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Govern your actions accordingly.

Sincerely yours,

/s/ R. Joseph Burby, IV

R. Joseph Burby, IV

RJB/jph

cc: Chris Marquardt, Esq.

CERTIFICATE OF SERVICE

I hereby certify that on this 21st day of September, 2020, I electronically filed the foregoing **AFFIDAVIT OF L. LIN WOOD IN OPPOSITION TO PLAINTIFFS' EMERGENCY MOTION FOR PRELIMINARY INJUNCTION** with the Clerk of Court using Odyssey eFileGA, which will send a notice of such filing to all attorneys of record in this case.

/s/ Sarah O'Donohue