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Jackson 12/20/2007

### Three On Your Side Investigates: Fired Paralegal Claims Misuse of Katrina Documents

by Marsha Thompson  
marsha@wlbtt.net

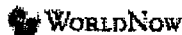
A discrimination and sexual harassment lawsuit is filed against a major Jackson law firm. A former paralegal claims the firm knowingly kept Katrina related documents despite an Alabama Federal Judge's order they be turned over to him.

An attorney representing the Nutt and Associates law firm disputes the claims. Trial attorney David Nutt and associates in his firm were part of the Scruggs' Katrina Group. Prominent lead attorney Dickie Scruggs and others were recently indicted for allegedly paying 40-thousand in bribe money to a Circuit Court Judge in hopes he would rule in their favor. The issue? Money. Katrina Group partners suing over their fair share of millions up for grabs in legal fees. All part of the massive insurance settlement.

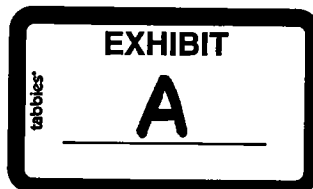
Last week, Maria Brown, a former employee of Nutt and Associates filed a lawsuit. She is alleging sexual harassment, and discrimination. Her attorney, Louis Watson, Jr., claims she is a whistle blower...fired for revealing her former law firm defied a mandatory order by the Federal Judge to deliver any and all forms of State Farm claims relating to Katrina in Alabama. Watson, claims, "It means they did not obey the Federal Judges' order. That is the subject of the Scruggs criminal indictment over there in Alabama."

Brown claims the firm scanned the documents and utilized them after the injunction was handed down. According to Watson, "The fact that they kept them on their server and utilized them is a clear violation of this federal courts' order."

But attorney Chris Shapley who represents David Nutt and his associations in the lawsuit refutes the allegations. Shapley told WLBT News "There were 2 documents that would have been covered by the judge's order in Alabama. Hard copies were sent to the judge. The electronic files of the documents were deleted as ordered. Adding, "We did not try to hide anything." Regarding allegations that the firm's overall environment was quote: saturated with sex and Watson's client was sexually harassed, Shapley said, "The paralegal was discharged for inappropriate conduct on the job." Shapley concluded saying, "We will very vigorously defend this lawsuit and expect to win it."



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# BRUNINI

ATTORNEYS AT LAW

CHRIS SHAPLEY

E-mail: [cshapley@brunini.com](mailto:cshapley@brunini.com)  
Direct: 601.960.6875

1400 Trustmark Building  
248 East Capitol Street  
Jackson, Mississippi 39201  
Telephone: 601.948.3101

Post Office Drawer 119  
Jackson, Mississippi 39205  
Facsimile: 601.960.6902

January 3, 2008

Maria L. Brown  
1038 Cedar Hill Drive  
Jackson, MS 39206

**VIA CERTIFIED MAIL**

Re: Deposition Subpoena dated December 21, 2007, in the matter of E. A. Renfroe & Co. v. Moran, et. al.; United States District Court for the Northern District of Alabama; Civil Action No. 2:06cv1752-WMA

Dear Ms. Brown:

We have received a copy of a subpoena dated December 21, 2007, compelling your attendance at a deposition noticed for January 9, 2008. (Subsequently, we have been advised that the deposition has been re-set to commence on January 12, 2008.) In accordance with Rule 5.3 of the Mississippi Rules of Professional Conduct, we write on behalf of your former employers David Nutt & Associates, PC, and Nutt & McAlister PLLC, to remind you of your continuing obligations to maintain the confidentiality of all information relating to their representation of all clients, including without limitation attorney-client communications and matters subject to the work product doctrine.

Under well-established common law, the work that you performed as a paralegal in assisting attorneys at David Nutt & Associates, PC and/or Nutt & McAlister PLLC is "encompassed within the realm of the attorney-client relationship," and such work "is covered by the attorney client privilege." See Owens v. First Family Financial Services, Inc., 379 F.Supp.2d 840, 848 (S. D. Miss. 2005). Additionally, the work product that you prepared while serving as a paralegal at David Nutt & Associates, PC and/or Nutt & McAlister PLLC, as well as the work product of others acting for those firms, is confidential and is protected by the attorney work-product doctrine. See, e.g., Wal-Mart Stores, Inc. v. Dickinson, 29 S.W.3d 796, 805 (Ky. 2000).

In recognition of this well-established law and in accordance with Rule 5.3, your former employers instituted policies and procedures designed to protect such confidential information. Specifically, as a condition of your employment, you agreed to the following policies and procedures relating to the handling/protection of client confidences:

## **CONFIDENTIALITY OF TRANSACTIONS**

Due to the nature of the Organization's business, it is a priority that the Organization safeguards the public trust in the integrity of our employees and services. It is our business to provide security and privacy for the Organization's employees, clients and authorized individuals utilizing the services offered by the



Ms. Maria L. Brown  
January 3, 2008  
Page 2

**Organization. It shall be the employee's responsibility to protect confidential information to which he or she has access. Disclosure of client names, conditions, or affairs of the Organization are not to be discussed with any non-organization individuals unless prior approval is received from the employee's supervisor.**

**All legal requirements concerning confidentiality of transactions with regard to all Organization facilities will be strictly enforced.** All employees are expected to know and comply with the Organization's confidentiality of transactions policy and are expected to report violations or potential problems to their supervisor.

In addition to the policies and procedures adopted by your former employers, Canon 7 of the National Association of Legal Assistances' Code of Ethics, adopted by the Mississippi Paralegal Association, unequivocally requires paralegals to maintain client confidences, by directing:

**A paralegal must protect the confidences of a client and must not violate any rule or statute now in effect or thereafter enacted controlling the doctrine of privileged communication between a client and an attorney.**

In the light of both your expressed agreement and your ethical obligations as a paralegal to maintain the confidentiality of such information, we expect that you will decline to provide any deposition testimony touching on information that is protected by either the attorney-client privilege or the work product doctrine. Please be advised that we will review a copy of your deposition transcript to determine whether you have breached either the terms of your employment agreement with David Nutt & Associates, PC and/or Nutt & McAlister PLLC, or your ethical obligations as a paralegal, and we will take all appropriate actions should you breach any of those obligations.

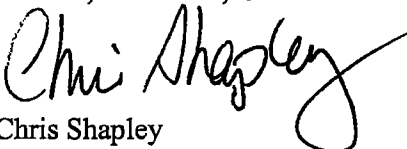
We are sending a copy of this letter to your counsel, Louis H. Watson, and we encourage you to discuss with Mr. Watson your contractual and ethical obligations to maintain the confidentiality of the information discussed above. Additionally, we are providing copies of this letter to counsel for the plaintiff in Renfro v. Moran, in order to advise them of the existence of the confidentiality agreement discussed above, and to further inform them that neither David Nutt & Associates, PC, nor Nutt & McAlister PLLC has waived any rights under the attorney work product doctrine, and that none of their respective clients have waived the attorney-client privilege.

Ms. Maria L. Brown  
January 3, 2008  
Page 3

We trust that you will continue to abide by your contractual and ethical obligations, and that the attorneys who participate in taking your deposition will not seek to elicit confidential information from you. However, we felt compelled to send this letter to you out of an overabundance of caution.

Very truly yours,

Brunini, Grantham, Grower & Hewes, PLLC



Chris Shapley

cc: Louis H. Watson, Esq.  
Barbara Ellis Stanley, Esq.  
William W. Taylor, III, Esq./ Michael R. Smith, Esq./ Andrew N. Goldfarb, Esq.  
Harlan Winn, III, Esq./ Robert Battle, Esq.  
Bruce Rogers, Esq.

EEOC Form 5 (5/01)

<b>CHARGE OF DISCRIMINATION</b> <i>This form is affected by the Privacy Act of 1974. See enclosed Privacy Act Statement and other information before completing this form.</i>	Charge Presented To:	Agency(ies) Charge No(s):
	<input type="checkbox"/> FEPA <input type="checkbox"/> EEOC	423-2008-01136

_____ and EEOC <i>State or local Agency, if any</i>	
--	--

Name ( <i>Indicate Mr., Ms., Mrs.</i> ) Ms. Maria L. Brown	Home Phone No. ( <i>Incl Area Code</i> ) 601-941-8444	Date of Birth 09/30/1960
---	--	-----------------------------

Street Address 1038 Cedar Hill Drive	City, State and ZIP Code Jackson, MS 39206
---	---

Named Is the Employer, Labor Organization, Employment Agency, Apprenticashlp Committee, or State or Local Government Agency That I Believe Discriminated Against Me or Others. (*If more than two, list under PARTICULARS below.*)

Name Christopher A. Shapley, Esquire	No. Employees, Members 100 +/-	Phone No. ( <i>Include Area Code</i> ) 601-960-6875
---	-----------------------------------	--

Street Address 248 E. Capitol Street, Suite 1400	City, State and ZIP Code Jackson, MS 39205
---	---

Name	No. Employees, Members	Phone No. ( <i>Include Area Code</i> )
------	------------------------	--

Street Address	City, State and ZIP Code
----------------	--------------------------

<b>DISCRIMINATION BASED ON</b> ( <i>Check appropriate box(es).</i> ) <input type="checkbox"/> RACE <input type="checkbox"/> COLOR <input type="checkbox"/> SEX <input type="checkbox"/> RELIGION <input type="checkbox"/> NATIONAL ORIGIN <input checked="" type="checkbox"/> RETALIATION <input type="checkbox"/> AGE <input type="checkbox"/> DISABILITY <input type="checkbox"/> OTHER ( <i>Specify below.</i> )	<b>DATE(S) DISCRIMINATION TOOK PLACE</b> Earliest                      Latest 12/20/2007                      1/12/2008  <input type="checkbox"/> CONTINUING ACTION
---	---

THE PARTICULARS ARE (*If additional paper is needed, attach extra sheet(s)*):

See Exhibit "1"

I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or phone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.	NOTARY - <i>When necessary for State and Local Agency Requirements</i>
---	--

I declare under penalty of perjury that the above is true and correct.	I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.
--	--

02/08/2008 Date	<u>    Maria L. Brown    </u> Charging Party Signature	SIGNATURE OF COMPLAINANT	SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE <i>(month, day, year)</i>
--------------------	---	--------------------------	--



The above listed person and/or entity retaliated against me, a protected person who filed a claim for sexual harassment and retaliation with the Jackson, MS EEOC office on December 7, 2007, by writing the letter attached as Exhibit "A", which is dated January 3, 2008. In an attempt to harass and intimidate me, they further retaliated by a statement made to WLBT's Marsha Thompson, in an attempt to defame my character, a copy of which is attached as Exhibit "B", which was a false statement, as shown by the attached E-mail from defendant Bill Jones to Maria Brown which states that she was laid off due to reorganization, see Exhibit "C".

**Exhibit "1"**

EEOC Form 5 (5/01)

### CHARGE OF DISCRIMINATION

This form is affected by the Privacy Act of 1974. See enclosed Privacy Act Statement and other information before completing this form.

Charge Presented To:

Agency(ies) Charge No(s):

- FEPA  
 EEOC

423-2008-01126

State or local Agency, if any

and EEOC

Name (Indicate Mr., Ms., Mrs.)

Ms. Maria L. Brown

Home Phone No. (Incl Area Code)

601-941-8444

Date of Birth

09/30/1960

Street Address

1038 Cedar Hill Drive

City, State and ZIP Code

Jackson, MS 39206

Named Is the Employer, Labor Organization, Employment Agency, Apprenticeship Committee, or State or Local Government Agency That I Believe Discriminated Against Me or Others. (If more than two, list under PARTICULARS below.)

Name

Brunini, Grantham, Grower & Hewes, PLLC

No. Employees, Members

100 +/-

Phone No. (Include Area Code)

601-960-6875

Street Address

248 E. Capitol Street, Suite 1400

City, State and ZIP Code

Jackson, MS 39205

Name

No. Employees, Members

Phone No. (Include Area Code)

Street Address

City, State and ZIP Code

DISCRIMINATION BASED ON (Check appropriate box(es).)

- RACE     COLOR     SEX     RELIGION     NATIONAL ORIGIN  
 RETALIATION     AGE     DISABILITY     OTHER (Specify below.)

DATE(S) DISCRIMINATION TOOK PLACE

Earliest

12/20/2007

Latest

1/12/2008

CONTINUING ACTION

THE PARTICULARS ARE (If additional paper is needed, attach extra sheet(s)):

See Exhibit "1"

RECEIVED  
 FEB 27 2008  
 EEOC/JAO

I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or phone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.

NOTARY - When necessary for State and Local Agency Requirements

I declare under penalty of perjury that the above is true and correct.

I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.

SIGNATURE OF COMPLAINANT

02/08/2008

Date

*Maria L. Brown*

Charging Party Signature

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE (month, day, year)

The above listed person and/or entity retaliated against me, a protected person who filed a claim for sexual harassment and retaliation with the Jackson, MS EEOC office on December 7, 2007, by writing the letter attached as Exhibit "A", which is dated January 3, 2008. In an attempt to harass and intimidate me, they further retaliated by a statement made to WLBT's Marsha Thompson, in an attempt to defame my character, a copy of which is attached as Exhibit "B", which was a false statement, as shown by the attached E-mail from defendant Bill Jones to Maria Brown which states that she was laid off due to reorganization, see Exhibit "C".

**Exhibit "1"**



EEOC Form 161-B (3/98)

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

NOTICE OF RIGHT TO SUE (ISSUED ON REQUEST)

To: Maria L. Brown
1038 Cedar Hill Drive
Jackson, MS 39206

From: Jackson Area Office
100 West Capitol Street
Suite 207
Jackson, MS 39269

On behalf of person(s) aggrieved whose identity is CONFIDENTIAL (29 CFR §1601.7(a))

Table with 3 columns: EEOC Charge No. (423-2008-01136), EEOC Representative (Jackie T. Blackwell, Investigator), Telephone No. ((601) 948-8453)

(See also the additional information enclosed with this form.)

NOTICE TO THE PERSON AGGRIEVED:

Title VII of the Civil Rights Act of 1964 and/or the Americans with Disabilities Act (ADA): This is your Notice of Right to Sue, issued under Title VII and/or the ADA based on the above-numbered charge. It has been issued at your request. Your lawsuit under Title VII or the ADA must be filed in a federal or state court WITHIN 90 DAYS of your receipt of this notice; or your right to sue based on this charge will be lost.

- More than 180 days have passed since the filing of this charge.
[X] Less than 180 days have passed since the filing of this charge, but I have determined that it is unlikely that the EEOC will be able to complete its administrative processing within 180 days from the filing of this charge.
[X] The EEOC is terminating its processing of this charge.
The EEOC will continue to process this charge.

Age Discrimination in Employment Act (ADEA): You may sue under the ADEA at any time from 60 days after the charge was filed until 90 days after you receive notice that we have completed action on the charge. In this regard, the paragraph marked below applies to your case:

- The EEOC is closing your case. Therefore, your lawsuit under the ADEA must be filed in federal or state court WITHIN 90 DAYS of your receipt of this Notice. Otherwise, your right to sue based on the above-numbered charge will be lost.
The EEOC is continuing its handling of your ADEA case. However, if 60 days have passed since the filing of the charge, you may file suit in federal or state court under the ADEA at this time.

Equal Pay Act (EPA): You already have the right to sue under the EPA (filing an EEOC charge is not required.) EPA suits must be brought in federal or state court within 2 years (3 years for willful violations) of the alleged EPA underpayment. This means that backpay due for any violations that occurred more than 2 years (3 years) before you file suit may not be collectible.

If you file suit, based on this charge, please send a copy of your court complaint to this office.

On behalf of the Commission

Handwritten signature of Wilma Scott

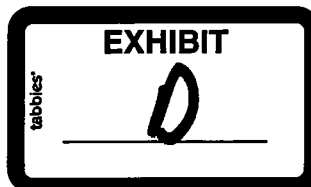
Wilma Scott, Director

Handwritten date: 2/21/08

(Date Mailed)

Enclosures(s)

cc: CHRISTOPHER A SHAPLEY, ESQUIRE
248 East Capitol Street
Suite 1400
Jackson, MS 39205



EEOC Form 161-B (3/98)

**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION**  
**NOTICE OF RIGHT TO SUE (ISSUED ON REQUEST)**

To: **Maria L. Brown**  
1038 Cedar Hill Drive  
Jackson, MS 39206

From: **Jackson Area Office**  
100 West Capitol Street  
Suite 207  
Jackson, MS 39269

On behalf of person(s) aggrieved whose identity is  
CONFIDENTIAL (29 CFR §1601.7(a))

EEOC Charge No.

EEOC Representative

Telephone No.

**423-2008-01126**

**Jackie T. Blackwell,**  
Investigator

**(601) 948-8453**

*(See also the additional information enclosed with this form.)*

**NOTICE TO THE PERSON AGGRIEVED:**

**Title VII of the Civil Rights Act of 1964 and/or the Americans with Disabilities Act (ADA):** This is your Notice of Right to Sue, issued under Title VII and/or the ADA based on the above-numbered charge. It has been issued at your request. Your lawsuit under Title VII or the ADA must be filed in a federal or state court **WITHIN 90 DAYS** of your receipt of this notice; or your right to sue based on this charge will be lost. (The time limit for filing suit based on a state claim may be different.)

- More than 180 days have passed since the filing of this charge.
- Less than 180 days have passed since the filing of this charge, but I have determined that it is unlikely that the EEOC will be able to complete its administrative processing within 180 days from the filing of this charge.
- The EEOC is terminating its processing of this charge.
- The EEOC will continue to process this charge.

**Age Discrimination in Employment Act (ADEA):** You may sue under the ADEA at any time from 60 days after the charge was filed until 90 days after you receive notice that we have completed action on the charge. In this regard, the paragraph marked below applies to your case:

- The EEOC is closing your case. Therefore, your lawsuit under the ADEA must be filed in federal or state court **WITHIN 90 DAYS** of your receipt of this Notice. Otherwise, your right to sue based on the above-numbered charge will be lost.
- The EEOC is continuing its handling of your ADEA case. However, if 60 days have passed since the filing of the charge, you may file suit in federal or state court under the ADEA at this time.

**Equal Pay Act (EPA):** You already have the right to sue under the EPA (filing an EEOC charge is not required.) EPA suits must be brought in federal or state court within 2 years (3 years for willful violations) of the alleged EPA underpayment. This means that backpay due for any violations that occurred **more than 2 years (3 years)** before you file suit may not be collectible.

If you file suit, based on this charge, please send a copy of your court complaint to this office.

On behalf of the Commission

  
\_\_\_\_\_  
Wilma Scott,  
Director

2/24/08  
(Date Mailed)

Enclosures(s)

cc: **BRUNINI GRANTHAM GROWER & HEWES**  
248 East Capitol Street  
Suite 1400  
Jackson, MS 39205



**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
Jackson Area Office**

Dr. A. H. McCoy Federal Building  
100 W. Capitol Street, Suite 207  
Jackson, MS 39269  
(601) 948-8400  
TTY (601) 948-8469  
FAX (601) 948-8401

**Charge No.: 423-2008-01136**

Maria L. Brown  
1038 Cedar Hill Drive  
Jackson, MS 39208

**Charging Party**

Christopher A. Shapley, Esquire  
248 East Capitol Street  
Suite 1400  
Jackson, MS 39205

**Respondent**

**NOTICE OF INTENT TO RECONSIDER**

**AND**

**REVOCAION OF NOTICE OF RIGHT TO SUE**

This notice is to advise that, in accordance with Section 1601.21(b)(1)(2) of the Commission's Procedural Regulations, the Commission intends to reconsider its Dismissal and Notice of Rights in the above referenced case.

The parties are hereby notified that the **Dismissal and Notice of Rights** letter issued in the cited charge on February 21, 2008 has been revoked. The Charging Party's right to sue is hereby vacated, unless the charging party file suit, the 90-day suit period has expired, or the charging party received a notice of right to sue pursuant to 29 CFR Section 1601.28(a) (1) or (2).



It was determined that the Dismissal and Notice of Rights letter issued on Charge No. 423-2008-01136 on February 21, 2008 was issued in error. Enclosed is the correct Dismissal and Notice of Rights letter.

On Behalf of the Commission

2/27/08  
Date

Wilma J. Scott  
Wilma Scott  
Area Director

EEOC Form 161 (3/98)

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

DISMISSAL AND NOTICE OF RIGHTS

To: Maria L. Brown
1038 Cedar Hill Drive
Jackson, MS 39206

From: Jackson Area Office
100 West Capitol Street
Suite 207
Jackson, MS 39269

On behalf of person(s) aggrieved whose identity is
CONFIDENTIAL (29 CFR §1601.7(a))

EEOC Charge No. 423-2008-01136
EEOC Representative Jackie T. Blackwell, Investigator
Telephone No. (601) 948-8453

THE EEOC IS CLOSING ITS FILE ON THIS CHARGE FOR THE FOLLOWING REASON:

- Other (briefly state) No Employee/Employer Relationship
- NOTICE OF SUIT RIGHTS -
(See the additional information attached to this form.)

Title VII, the Americans with Disabilities Act, and/or the Age Discrimination in Employment Act: This will be the only notice of dismissal and of your right to sue that we will send you.

Equal Pay Act (EPA): EPA suits must be filed in federal or state court within 2 years (3 years for willful violations) of the alleged EPA underpayment.

On behalf of the Commission

Wilma J. Scott

Wilma Scott, Area Director

2/27/08 (Date Mailed)

Enclosures(s)

cc: CHRISTOPHER A SHAPLEY, ESQUIRE
248 East Capitol Street
Suite 1400
Jackson, MS 39205

Enclosure with EEOC  
Form 161 (3/98)

**INFORMATION RELATED TO FILING SUIT  
UNDER THE LAWS ENFORCED BY THE EEOC**

*(This information relates to filing suit in Federal or State court under Federal law.  
If you also plan to sue claiming violations of State law, please be aware that time limits and other  
provisions of State law may be shorter or more limited than those described below.)*

**PRIVATE SUIT RIGHTS -- Title VII of the Civil Rights Act, the Americans with Disabilities Act (ADA),  
or the Age Discrimination in Employment Act (ADEA):**

In order to pursue this matter further, you must file a lawsuit against the respondent(s) named in the charge **within 90 days of the date you receive this Notice**. Therefore, you should **keep a record of this date**. Once this 90-day period is over, your right to sue based on the charge referred to in this Notice will be lost. If you intend to consult an attorney, you should do so promptly. Give your attorney a copy of this Notice, and its envelope, and tell him or her the date you received it. Furthermore, in order to avoid any question that you did not act in a timely manner, it is prudent that your suit be filed **within 90 days of the date this Notice was mailed to you** (as indicated where the Notice is signed) or the date of the postmark, if later.

Your lawsuit may be filed in U.S. District Court or a State court of competent jurisdiction. (Usually, the appropriate State court is the general civil trial court.) Whether you file in Federal or State court is a matter for you to decide after talking to your attorney. Filing this Notice is not enough. You must file a "complaint" that contains a short statement of the facts of your case which shows that you are entitled to relief. Your suit may include any matter alleged in the charge or, to the extent permitted by court decisions, matters like or related to the matters alleged in the charge. Generally, suits are brought in the State where the alleged unlawful practice occurred, but in some cases can be brought where relevant employment records are kept, where the employment would have been, or where the respondent has its main office. If you have simple questions, you usually can get answers from the office of the clerk of the court where you are bringing suit, but do not expect that office to write your complaint or make legal strategy decisions for you.

**PRIVATE SUIT RIGHTS -- Equal Pay Act (EPA):**

EPA suits must be filed in court within 2 years (3 years for willful violations) of the alleged EPA underpayment: back pay due for violations that occurred **more than 2 years (3 years) before you file suit** may not be collectible. For example, if you were underpaid under the EPA for work performed from 7/1/00 to 12/1/00, you should file suit **before 7/1/02** -- not 12/1/02 -- in order to recover unpaid wages due for July 2000. This time limit for filing an EPA suit is separate from the 90-day filing period under Title VII, the ADA or the ADEA referred to above. Therefore, if you also plan to sue under Title VII, the ADA or the ADEA, in addition to suing on the EPA claim, suit must be filed within 90 days of this Notice **and** within the 2- or 3-year EPA back pay recovery period.

**ATTORNEY REPRESENTATION -- Title VII and the ADA:**

If you cannot afford or have been unable to obtain a lawyer to represent you, the U.S. District Court having jurisdiction in your case may, in limited circumstances, assist you in obtaining a lawyer. Requests for such assistance must be made to the U.S. District Court in the form and manner it requires (you should be prepared to explain in detail your efforts to retain an attorney). Requests should be made well before the end of the 90-day period mentioned above, because such requests do **not** relieve you of the requirement to bring suit within 90 days.

**ATTORNEY REFERRAL AND EEOC ASSISTANCE -- All Statutes:**

You may contact the EEOC representative shown on your Notice if you need help in finding a lawyer or if you have any questions about your legal rights, including advice on which U.S. District Court can hear your case. If you need to inspect or obtain a copy of information in EEOC's file on the charge, please request it promptly in writing and provide your charge number (as shown on your Notice). While EEOC destroys charge files after a certain time, all charge files are kept for at least 6 months after our last action on the case. Therefore, if you file suit and want to review the charge file, **please make your review request within 6 months of this Notice**. (Before filing suit, any request should be made within the next 90 days.)

***IF YOU FILE SUIT, PLEASE SEND A COPY OF YOUR COURT COMPLAINT TO THIS OFFICE.***



IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI  
JACKSON DIVISION

MARIA L. BROWN

PLAINTIFF

VS.

CIVIL ACTION NO. 3:07CV727 HTW-LRA

DAVID NUTT, P.A.;  
DAVID NUTT & ASSOCIATES, P.C.;  
NUTT & MCALISTER, PLLC;  
DAVID H. NUTT, INDIVIDUALLY;  
MARY E. MCALISTER, INDIVIDUALLY;  
ERNIE COWARD, INDIVIDUALLY;  
WILLIAM S. JONES, INDIVIDUALLY;  
CHRISTOPHER A. SHAPLEY, INDIVIDUALLY; AND  
BRUNINI, GRANTHAM, GROWER & HEWES, PLLC

DEFENDANTS

SECOND AMENDED COMPLAINT

Jury Trial Demanded

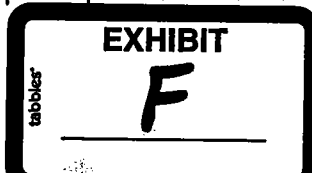
COMES NOW Plaintiff, Maria L. Brown, and files this her Second Amended Complaint against the Defendants alleging the following:

PARTIES

1. The Plaintiff Maria L. Brown is an adult female resident citizen of Hinds County, Mississippi who resides at 1038 Cedar Hill Drive, Jackson, MS 39206.

2. The Defendant, David Nutt, P.A. is Plaintiff's former employer that is a Mississippi corporation with its principal place of business located at 605 Crescent Blvd., Suite 200, Ridgeland, MS 39157.

3. The Defendant David Nutt & Associates, P.C., is Plaintiff's former employer that is a Mississippi corporation with its principal place of business



located at 605 Crescent Blvd., Ste. 200, Ridgeland, MS 39157. The Defendant may be served with process through its registered agent, David H. Nutt, 605 Crescent Blvd., Suite 200, Ridgeland, MS 39157.

4. Defendant Nutt & McAlister, PLLC is Plaintiff former employer that is a Mississippi corporation with its principal place of business located at 605 Crescent Blvd., Suite 200, Ridgeland, MS 39157.

5. The Defendant David H. Nutt is an adult resident citizen of Madison County, Mississippi who resides at 290 Chapel Hill Road, Madison, Mississippi 39071. Defendant Nutt may be served with process at his residence or his place of employment.

6. The Defendant Mary E. McAlister is an adult resident citizen of Hinds County, Mississippi who resides at 10045 Lebanon-Pine Grove Road, Terry, Mississippi 39170 who may be served at her residence or her place of business.

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7. The Defendant Ernie Coward is an adult male resident of Madison County, Mississippi, who resides at 102 Laird Ave., Madison, MS 39110 who may be served at his place or residence or his place of business.

8. Defendant William S. Jones is an adult male resident citizen of Rankin county, Mississippi who resides at 2039 Carolyn Lane, Pearl, MS 39208 and may be served with process at his place or residence or his place of business.

9. The Defendants Nutt & McAlister, PLLC, David Nutt & Associates, P.C., and David Nutt, P.A. were joint employers of Plaintiff under Title VII.



10. Defendant Christopher A. Shapley is an adult male resident citizen of Hinds County, Mississippi who resides at 3956 Greentree Place, Jackson, Mississippi 39211. Defendant may be served with process at either residence or his place of employment at Brunini, Grantham, Grower & Hewes, PLLC, 1400 Trustmark National Bank Building, 248 East Capitol Street, Jackson, Mississippi 39201.

11. Defendant Brunini, Grantham, Grower & Hewes, PLLC is a Mississippi corporation authorized to do business in the State of Mississippi. Defendant may be served with process by serving its registered agent, Walter S. Weems, at 1400 Trustmark National Bank Building, 248 East Capitol Street, Jackson, Mississippi 39201.

#### **JURISDICTION AND VENUE**

12. This Court has personal jurisdiction over the parties identified in this Complaint.

13. This Court has subject matter jurisdiction over the claims contained in this Complaint.

14. Venue is proper in this Court.

15. Plaintiff timely filed a Charge of Discrimination with the United States Equal Employment Opportunity Commission and a copy of her Charge is attached as Exhibit "A". Plaintiff has timely filed her claims upon receipt of her Notice of Right to Sue, a copy of which is attached as Exhibit "B". Subsequently, Plaintiff timely filed Charges of Retaliation against various Defendants and Defendants Shapley and Brunini, which Plaintiff now seeks to add by way of amendment, with

the United States Equal Employment Opportunity Commission. Plaintiff further seeks leave to timely file her retaliation claims against existing Defendants as well as Defendants Shapley and Brunini as her Notice of Right to Sue was issued on February 21, 2008. Defendant Shapley's Right to Sue was subsequently revoked and re-issued on February 27, 2008. A copy of the EEOC Charges and Notices of Right to Sue are attached as Exhibit "D".

### **STATEMENT OF FACTS**

16. Plaintiff began working for her former joint employers in July 2004 as a paralegal. At the time of her termination, Plaintiff worked primarily on Katrina insurance litigation.

17. Approximately two years ago, a member of Defendants' management, William S. Jones, CPA, began making Plaintiff feel uncomfortable to be around one on one because he would constantly rub Plaintiff's hand which gave Plaintiff the chills.

18. When Marcie Poss was fired, Ernie Coward, began asking Plaintiff if she would perform oral sex on him. Plaintiff was offended by his request and responded "No." Mr. Coward then asked Plaintiff if she knew anybody that would.

19. One day, Ernie Coward, showed Plaintiff a picture of his genitalia and asked Plaintiff "how did she like the way it looked?"

20. Coward asked Plaintiff to photograph her genitalia and give it to him. Plaintiff refused.

21. Male members of management routinely engaged in inappropriate sexual behavior.

22. The overall environment was saturated with sex which consisted of sexual innuendoes, sexual acts, on-line masturbation, payments for sexual favors performed in the broom closet, sexual overtures and adultery.

23. In December of 2006, McAlister and Derek Wyatt promised Plaintiff that if she worked overtime on week nights and weekends and gave up personal time to work on the Katrina insurance litigation, that Defendants would pay off her house note in the amount of \$85,000.00 or move her to Madison upon the successful settlement of Katrina insurance litigation claims that Defendants were associated with other law firms representing Plaintiffs.

24. Based upon Defendants' promise, Plaintiff began working longer hours, did not take lunch breaks and worked on weekends, and at home.

25. Plaintiff was not paid time and a half her regular rate of pay for all hours worked in excess of 40 for each given work week, when work was done at home or when the day was a firm paid holiday. In addition, Defendant McAlister directed for Plaintiff to work off the clock to assist with running errands and performing tasks for Derek Wyatt when he was out town.

26. Plaintiff's regular rate of pay was \$16.87 per hour.

27. Bill Jones continued to rub Plaintiff's hand when no else was present. In March or April of 2006, Plaintiff complained to her supervisor McAlister about the sexual harassment of Jones. After Plaintiff complained, Defendants did nothing to investigate or eradicate the unwanted physical touching and overall sexually hostile work environment.

28. On December 8, 2006, Judge William M. Acker with the United States District Court for the Northern District of Alabama, Southern Division, entered a Preliminary Injunction in E.A. Renfroe & Company, Inc., v. Cori Rigsby, et al.; Civil Action No. 2:06-cv-01752-WMA. A copy of the Order is attached hereto as Exhibit "C."

29. In clear violation of the Judge's Order, the Defendants returned all the hard copies but documents which were in electronic format were not deleted and were saved on the Defendants' local server. These scanned images were then electronically copied and then saved again at Business Communications, Inc., which is located at 442 Highland Colony Parkway, Ridgeland, MS 39157.

30. In March of 2007, Plaintiff complained to McAlister regarding Katrina documents that McAlister would not turn over in accordance with the Preliminary Injunction which had been entered by Judge William M. Acker. McAlister told Plaintiff that "because the documents were in the public domain that they were not covered by the injunction" and that she did not have to turn them over because they were in the "public domain".

31. After receipt of this injunction by McAlister and Wyatt, Plaintiff was instructed to contact the Rigsby sisters to set up conferences to review documents prior to the filing of a complaint setting forth RICO claims. Between March and May of 2007, Plaintiff was required on several different occasions to conduct additional telephonic conferences to discuss Renfroe adjusters' involvement in Katrina cases.

32. Toward the end of May of 2007, Plaintiff complained to McAlister and another paralegal regarding problems with Katrina settlement releases.

33. On May 30, 2007, Plaintiff was paid a partial bonus of \$5,000.00 because of the settlement of some Katrina related claims.

34. McAlister informed Plaintiff this bonus was to "tide you over through the Summer." When Plaintiff later inquired about the remainder of her promised bonus, she was informed that she would not be receiving it "because she did not deserve it."

35. In June of 2007, Plaintiff informed the Human Resources Director, Johnathan Jones, that she had been sexually harassed by men in upper management.

36. On July 27, 2007, McAlister, along with William S. Jones and Derek Wyatt, verbally informed Plaintiff that she was being "laid off due to reorganization."

37. Defendant Jones later communicated this information in writing to the Human Resources Department at Pearl River Resort in Philadelphia, MS, when Plaintiff requested a verification of former employment and income. A copy of Mr. Jones' email is attached hereto as Exhibit "E."

38. On December 12, 2007, Plaintiff filed suit against Defendants in this Court.

39. On December 18, 2008, just 6 days after the filing of the complaint, it is apparent that Plaintiff's former joint employers decided to finally comply with Judge Acker's Order and forwarded the relevant documents to Richrd F. Scruggs'

attorney, Bruce Rogers, who then forwarded them to counsel for E. A. Renfroe & Company, Inc. A copy of the related correspondence is attached hereto as Exhibit "F."

40. On January 8, 2008, Judge Acker sent to Mr. Rogers a letter stating that the documents were subject to his injunction. A copy of the related correspondence is attached herein as Exhibit "G."

41. On or around December 20, 2007, Defendant Christopher A. Shapley clearly and unmistakably slandered the Plaintiff in a statement as counsel on behalf of David Nutt, P.A.; David Nutt & Associates, P.C.; Nutt & McAlister, PLLC; David H. Nutt; Mary McAlister; and William S. Jones; Individually; and as an employee, agent and/or owner of Defendant Brunini.

42. Defendant Shapley stated to Marsha Thompson, reporter for WLBT Channel 3, a statewide television news organization, that "the paralegal [Plaintiff] was discharged for inappropriate conduct on the job." This slanderous statement was consequently broadcast on WLBT 3 as well as published on their website. A copy of the website posting is attached as Exhibit "H."

43. This slanderous statement is patently false. In fact, Plaintiff was given severance pay and her subsequent request for unemployment compensation was not challenged by Defendants for any supposed termination for cause.

44. Defendant Shapley made this slanderous remark with the intent to injure the reputation and credibility of the Plaintiff.

45. On December 21, 2007, Plaintiff was subpoenaed to appear for a deposition on January 9, 2008 in the case of E. A. Renfroe & Co. v. Moran, et al.; United States District Court for the Northern District of Alabama, Civil Action No.: 2:06cv1752 WMA. Due to conflicts, the date of the deposition was changed to Saturday, January 12, 2008.

46. On January 3, 2008, counsel for Defendants sent a threatening letter directly to Plaintiff regarding the upcoming deposition, which is a violation of Rule 4.2 of the Mississippi Rules of Professional Conduct, as Plaintiff was represented by counsel, which fact is even stated in the bottom paragraph of page 2 of the letter. A copy of the letter is attached as Exhibit "I."

### **CAUSES OF ACTION**

#### **COUNT I**

#### **BREACH OF CONTRACT**

47. Plaintiff re-alleges and incorporates herein by reference the above and foregoing paragraphs 1 through 46.

48. Defendants, Mary E. McAlister, David Nutt & Associates, P.C., Nutt & McAlister, PLLC, promised Plaintiff a bonus in the amount of \$85,000.00 in December of 2006. Plaintiff performed the work requested of her and worked overtime on weekends and holidays on the Katrina insurance litigation.

49. Although Defendant Nutt & McAlister, PLLC, paid Plaintiff a \$5,000.00 partial bonus from Katrina insurance settlement proceeds, Defendants have refused to pay Plaintiff the remaining \$80,000.00 they owe her.

50. Defendants' actions constitute a tortious breach of contract.

## COUNT II

### WRONGFUL TERMINATION

51. Plaintiff re-alleges and incorporates herein by reference the above and foregoing paragraphs 1 through 50.

52. By their actions, Defendants, Mary E. McAlister and Nutt & McAlister, PLLC, have wrongfully retaliated against and terminated the Plaintiff because the Plaintiff "blew the whistle" and informed Defendants of illegal activity with regard to utilizing documents in ongoing litigation in violation of Judge Acker's Memorandum Opinion and Preliminary Injunction. See Exhibit C at pp. 13-14.

## COUNT III

### CONSPIRACY/AIDING AND ABETTING

53. Plaintiff re-alleges and incorporates herein by reference the above and foregoing paragraphs 1 through 52.

54. The reason given to Plaintiff for her discharge was that she was being "laid off due to reorganization."

55. William S. Jones, Derek Wyatt, Mary E. McAlister and Jonathan Jones conspired together to have the Plaintiff wrongfully terminated for informing the Human Resources department of the sexual harassment and sexually hostile work environment she had been exposed to as well as the illegal activity she complained of with regard to Judge Acker's Preliminary Injunction and the documents maintained by Plaintiff's former joint employers in violation of the Court's Preliminary Injunction. See Judge Acker's Memorandum Opinion and Preliminary Injunction at pp. 13-14, a copy of which is attached as Exhibit "C".



#### **COUNT IV**

##### **SEX DISCRIMINATION/SEXUAL HARASSMENT/SEXUALLY HOSTILE WORK ENVIRONMENT**

56. Plaintiff re-alleges and incorporates all averments set forth in paragraphs 1 through 55 above as if fully incorporated herein.

57. Defendants, David Nutt, P.A., David Nutt & Associates, P.C., and Nutt & McAlister, PLLC's, actions constitute unlawful sex discrimination, sexual harassment and a sexually hostile work environment on the basis of sex in violation of Title VII.

58. As a direct and proximate result of Plaintiff's former joint employers' unlawful, discriminatory conduct toward Plaintiff, Plaintiff has suffered damages including but not limited to: future pecuniary losses; emotional pain; suffering; inconvenience; mental anguish; loss of enjoyment of life; and other non-pecuniary losses.

59. The unlawful actions of the Plaintiff's former employers complained of above were intentional, malicious, and taken in reckless disregard of the statutory rights of Plaintiff.

#### **COUNT V**

##### **RETALIATION**

60. Plaintiff re-alleges and incorporates all averments set forth in paragraphs 1 through 59 above as if fully incorporated herein.

61. Defendants, David Nutt, P.A., David Nutt & Associates, P.C., Nutt & McAlister, PLLC, David H. Nutt, Mary E. McAlister, William S. Jones, Christopher

A. Shapley and Brunini, Grantham, Grower & Hewes, PLLC, have violated Title VII of the Civil Rights Act of 1964 and 42 U.S.C. § 1985, by retaliating against the Plaintiff for making complaints regarding sex discrimination, sexual harassment and a sexually hostile work environment. Plaintiff is entitled to protection for making complaints or charges of misconduct in violation of Title VII of the Civil Rights Act of 1964, as amended, and 42 U.S.C. § 1985.

62. The acts of the Defendants, David H. Nutt, P.A., David Nutt & Associates, P.C., Nutt & McAlister, PLLC, David H. Nutt, Mary E. McAlister, William S. Jones, Christopher A. Shapley and Brunini, Grantham, Grower & Hewes, PLLC, constitute a willful intentional violation of Title VII of the Civil Rights Act of 1964 and other state and federal laws, including but not limited to 42 U.S.C. § 1985 and entitle Plaintiff to recovery of damages, both compensatory and punitive in nature.

## COUNT VI

### VIOLATION OF THE FAIR LABOR STANDARDS ACT

63. Plaintiff re-alleges and incorporates herein by reference the above and foregoing paragraphs 1 through 62.

64. Plaintiff is a non-exempt employee and subject to the provisions of the Fair Labor Standards Act as it pertains to whether or not Plaintiff is entitled to minimum wage and overtime pay for all hours over forty (40) hours worked in a given week.

65. The Fair Labor Standards Act requires that employees be paid an overtime premium at a rate not less than one and one-half (1 ½) times the regular

rate at which they are employed for all hours in excess of forty hours in a work week. 29 U.S.C. § 207(a).

66. The Plaintiff has not been paid overtime compensation under the Fair Labor Standards Act at a rate of 1 ½ her regular rate.

67. The acts of the Defendants, David Nutt, Mary E. McAlister, David Nutt, P.A., David Nutt & Associates, P.C. and Nutt & McAlister, PLLC, constitute a willful intentional violation of the Fair Labor Standards Act.

#### **COUNT VII**

##### **INTENTIONAL INFLICTION AND/OR NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

68. Plaintiff re-alleges and incorporates herein by reference the above and foregoing paragraphs 1 through 67.

69. By their actions, Defendants have intentionally and/or negligently inflicted emotional distress upon Plaintiff. Defendants' actions have been such to evoke outrage and revulsion. Defendants' behavior has been malicious, willful, wanton, grossly careless, indifferent, and/or reckless.

70. The effect of these actions on Plaintiff was reasonably foreseeable.

71. Plaintiff has suffered injury as a result of the Defendants' actions.

#### **COUNT VIII**

##### **NEGLIGENCE PER SE**

72. Plaintiff re-alleges and incorporates all averments set forth in paragraphs 1 through 71 above as if fully incorporated herein.

73. The actions of the Defendants, Ernie Coward, William S. Jones, David Nutt, P.A., David Nutt & Associates, P. C., and Nutt & Associates, PLLC, constitute violations of Miss. Code Ann. § 97-3-107 (2006) and Miss. Code Ann. § 97-29-45(2006). A violation of a state statute is negligence *per se*.

#### COUNT IX

##### NEGLIGENT SUPERVISION - DEFENDANT BRUNINI

74. Plaintiff re-alleges and incorporates herein by reference the above and foregoing paragraphs 1 through 73.

75. At all times material hereto, Defendant Brunini was an agent of Defendants.

76. All Defendants except Ernie Coward were aware of Christopher A. Shapley's actions. Mr. Shapley conducted himself as counsel for all the original Defendants in this matter, except Ernie Coward, individually, and as an employee/agent/owner of Defendant Brunini.

#### COUNT X

##### NEGLIGENCE - DEFENDANTS BRUNINI AND SHAPLEY

77. Plaintiff re-alleges and incorporates herein by reference the above and foregoing paragraphs 1 through 76.

78. Defendants Brunini and Shapley had a duty to not defame the Plaintiff while acting as counsel for the Defendants against which Plaintiff had initially filed claims.

79. Defendants Brunini and Shapley have breached this duty by representing to the media, as well as the general public, false information

regarding the reason for the termination of Plaintiff's employment by the original Defendants.

#### COUNT XI

**DEFAMATION - DEFENDANTS DAVID NUTT, P.A.; DAVID NUTT & ASSOCIATES, P.C.; NUTT & MCALISTER, PLLC; DAVID H. NUTT; MARY E. MCALISTER; WILLIAM S. JONES; CHRISTOPHER A. SHAPLEY AND BRUNINI, GRANTHAM, GROWER & HEWES, PLLC**

80. Plaintiff re-alleges and incorporates all averments set forth in paragraphs 1 through 79 above as if fully incorporated herein.

81. All Defendants' actions (excluding Ernie Coward) have intentionally defamed the Plaintiff and has caused irreparable damage to her professional reputation.

82. The effect of these actions on Plaintiff was reasonably foreseeable.

83. Plaintiff has suffered injury as a result of the Defendants' actions.

#### COUNT XII

**PUNITIVE DAMAGES**

84. Plaintiff re-alleges and incorporates all averments set forth in paragraphs 1 through 83 above as if fully incorporated herein.

85. Plaintiff is entitled to punitive damages against each Defendant as a result of Defendants' intentional acts and as a result of their extreme and outrageous conduct. Alternative, Plaintiff is entitled to damages because Defendants' unlawful acts against Plaintiff were committed maliciously and/or in reckless disregard of Plaintiff's rights.

**PRAYER FOR RELIEF**

**WHEREFORE, PREMISES CONSIDERED**, Plaintiff respectfully prays that the Court cause service to issue in the cause upon the Defendants and that this matter be set for trial. Upon trial by jury thereon, Plaintiff prays that the following relief be granted:

- a. Reinstatement or front pay in lieu of reinstatement, back pay, lost benefits, and other pecuniary losses proximately caused by Defendants unlawful conduct;
- b. Compensatory damages against Defendants in an amount to be determined by the jury;
- c. Punitive damages against Defendants in an amount to be determined by the jury;
- d. All costs, disbursements, pre-judgment interest, post-judgment interest, expert witness fees and reasonable attorney's fees allowed under actions brought pursuant to Title VII, the FLSA, 42 U.S.C. 1985 and Mississippi statutory and common law and;
- e. Such further relief as is deemed just and proper.

THIS the \_\_\_ day of March 2008.

Respectfully submitted,

MARIA L. BROWN, PLAINTIFF

By: s/ Louis H. Watson, Jr.  
Louis H. Watson, Jr. (MB# 9053)  
Nick Norris (MB# 101574)  
Attorneys for Plaintiff

OF COUNSEL:

LOUIS H. WATSON, JR., P.A.  
520 East Capitol Street  
Jackson, Mississippi 39201  
(601) 968-0000 Telephone  
(601) 968-0010 Facsimile

SAORR (Rev. 12/06) Subpoena in a Civil Case

Issued by the  
**UNITED STATES DISTRICT COURT**

SOUTHERN DISTRICT OF MISSISSIPPI

E.A Renfro & Co.

SUBPOENA IN A CIVIL CASE

V.

Moran Et Al.

Case Number:<sup>1</sup> 2:06-cv-1752-WMA  
 NORTHERN DISTRICT  
 OF ALABAMA

TO: Maria L. Brown  
 1038 Cedar Hill Drive  
 JACKSON, MISSISSIPPI 39206

YOU ARE COMMANDED to appear in the United States District court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME

YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION	Office of Louis H. Watson, 520 E. Capitol Street, JACKSON MISSISSIPPI 39201	DATE AND TIME	1/9/2008 9:30 am
---------------------	--	---------------	------------------

YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):

PLACE	DATE AND TIME
-------	---------------

YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME
----------	---------------

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER'S SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)	DATE
<i>Barbara Ellis Stanley (att. for Plaintiff)</i>	12/21/2007
ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER	
BARBARA ELLIS STANLEY Helms & Greene, 1021 Main Street, Ste 1290, Houston Texas 77002 (713) 651.0277	

(See Rule 45, Federal Rules of Civil Procedure, Subdivisions (c), (d), and (e), on next page)

<sup>1</sup> If action is pending in district other than district of issuance, state district under case number.





AO88 (Rev. 12/06) Subpoena in a Civil Case

**PROOF OF SERVICE**

<b>DATE</b>	<b>PLACE</b>
<b>SERVED</b>	
<b>SERVED ON (PRINT NAME)</b>	<b>MANNER OF SERVICE</b>
<b>SERVED BY (PRINT NAME)</b>	<b>TITLE</b>

**DECLARATION OF SERVER**

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on \_\_\_\_\_  
 DATE

\_\_\_\_\_  
 SIGNATURE OF SERVER

\_\_\_\_\_  
 ADDRESS OF SERVER

Rule 45, Federal Rules of Civil Procedure, Subdivisions (c), (d), and (e), as amended on December 1, 2006:

**(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.**

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection, copying, testing, or sampling of designated electronically stored information, books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection, copying, testing, or sampling may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to producing any or all of the designated materials or inspection of the premises — or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect, copy, test, or sample the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production, inspection, copying, testing, or sampling. Such an order to compel shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection, copying, testing, or sampling commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held;

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information; or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party; or

(iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject

to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

**(d) DUTIES IN RESPONDING TO SUBPOENA.**

(1) (A) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(B) If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena must produce the information in a form or forms in which the person ordinarily maintains it or in a form or forms that are reasonably usable.

(C) A person responding to a subpoena need not produce the same electronically stored information in more than one form.

(D) A person responding to a subpoena need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or to quash, the person from whom discovery is sought must show that the information sought is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nevertheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) (A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial-preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(B) If information is produced in response to a subpoena that is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, it must take reasonable steps to retrieve it. The person who produced the information must preserve the information until the claim is resolved.

(e) CONTEMPT. Failure of any person without adequate excuse to obey a subpoena served upon that person may be deemed a contempt of the court from which the subpoena issued. An adequate cause for failure to obey exists when a subpoena purports to require a nonparty to attend or produce at a place not within the limits provided by clause (ii) of subparagraph (c)(3)(A).

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Email from Maria Brown, sent from her workstation, to Ernie Coward dated 6/25/07 re: Nice Paint Job (Sexually Explicit Pictures Redacted)

Email from Maria Brown, sent from her workstation, to co-counsel dated 3/28/07 re: Help (Discussing Sexual Relationship)

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Email from Maria Brown, sent from her workstation, dated 4/4/07 re: Harold the Computer  
Man

Email from Maria Brown, sent from her workstation, dated 2/1/07 re: Smile

**Beth Clatworthy**

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**From:** Maria Brown  
**Sent:** Tuesday, January 09, 2007 9:09 AM  
**To:** Ernie Coward  
**Subject:** 2007 Tax Code

2007 Tax Code

The only thing that the IRS has not taxed yet is the male penis. This is due to the fact that 69% of the time it is hanging around unemployed, 10% of the time it is hard up, 20% of the time it is pissed off and 1% of the time it is in the hole. On top of that, it has two dependents and they are both nuts!

HOWEVER, effective January 1st, 2007, the penis will now be taxed according to size.

The brackets are as follows:

10 - 12" Luxury Tax \$300.00  
8 - 10" Pole Tax \$250.00  
5 - 8" Privilege Tax \$150.00  
3 - 5" Nuisance Tax \$30.00

Males exceeding 12" must file capital gains.

Anyone under 4 inches is eligible for a tax refund.

PLEASE DO NOT ASK FOR AN EXTENSION

**Beth Clatworthy**

---

**From:** Maria Brown  
**Sent:** Friday, January 12, 2007 3:25 PM  
**To:** Ernie Coward  
**Subject:** F Redneck Pick Up Lines.....

**Tracking: Recipient Delivery**  
Ernie Coward Delivered: 1/12/2007 3:25 PM

- > > Redneck Man's pick up lines
- > >
- > > 1) Did you fart?
- > > cuz you blew me away.
- > >
- > > 2) Are yer parents retarded?
- > > cuz ya sure are special.
- > >
- > > 3) My Love fer you is like diarrhea ...
- > > I can't hold it in.
- > >
- > > 4) Do you have a library card?
- > > cuz I'd like to sign you out.
- > >
- > > 5) Is there a mirror in yer pants?
- > > cuz I can see myself in em.
- > >
- > > 6) If you in I were Squirrels,
- > > I'd store my nuts inyer hole.
- > >
- > > 7) You might not be the best lookin girl here,
- > > but beauty's only a light switch away.
- > >
- > > 8) Man - "Fat Penguin!"
- > > Woman - "WHAT?"
- > > Man - "I just wanted to say something that would break the ice."
- > >
- > > 9) I know I'm not no Fred Flintstone,
- > > but I bet I can make yer bed-rock.
- > >
- > > 10) I can't find my puppy, can you help me find him?
- > > I think he went into this cheap motel room.
- > >
- > > 11) Yer eyes are as blue as window cleaner.
- > >

> > 12) If yer gunna regret this in the mornin, we kin sleep til afternoon.

> >

> > and.... the best for last!

> >

> > 13) Yer face reminds me of a wrench,

> > every time I think of it my nuts tighten up.

>

---

>

---

**Beth Clatworthy**

---

**From:** Maria Brown  
**Sent:** Monday, June 25, 2007 3:26 PM  
**To:** Ernie Coward  
**Subject:** FW: NICE PAINT JOB

**Tracking:** Recipient Delivery  
Ernie Coward Delivered: 6/25/2007 3:26 PM

**Subject:** NICE PAINT JOB

**REDACTED PHOTOGRAPH  
OF NUDE WOMAN BEING  
BODY PAINTED**

**REDACTED PHOTOGRAPH  
OF NUDE WOMAN BEING  
BODY PAINTED**



**REDACTED PHOTOGRAPH  
OF NUDE WOMAN BEING  
BODY PAINTED**

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OF NUDE WOMAN BEING  
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BODY PAINTED**

See what's free at [AOL.com](http://AOL.com).

**REDACTED PHOTOGRAPH  
OF NUDE WOMAN BEING  
BODY PAINTED**



**Beth Clatworthy**

---

**From:** Maria Brown  
**Sent:** Friday, April 13, 2007 4:01 PM  
**To:**  
**Subject:** RE: Maria's New Home Email

I want to play soon, I am in that I want sex mood.

Maria

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

**From:**  
**Sent:** Friday, April 06, 2007 2:11 PM  
**To:** Maria Brown  
**Subject:** RE: Maria's New Home Email

wow. well, Eric might be willing to do that if needed.

----Original Message Follows----

**From:** "Maria Brown" <MLBrown@davidnutt.com>

**Subject:** RE: Maria's New Home Email  
**Date:** Fri, 6 Apr 2007 11:29:28 -0500

Depends on how things go after this settlement, we are just hiring temps now, till we see what things are like after katrina stuff, all thought if allstate does not settle I might be moving to the coast for 18 months we have that many trial dates.

Maria

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

**From:**  
**Sent:** Thursday, April 05, 2007 4:51 PM  
**To:** Maria Brown  
**Subject:** RE: Maria's New Home Email

Cool. Do you think y'all need more young lawyers over there? Totally confidentially, my friend and former student Eric Ray has been working for Danks, and things are not working out there - Danks just doesn't have enough business.

----Original Message Follows----

**From:** "Maria Brown" <MLBrown@davidnutt.com>  
**To:**  
**Subject:** RE: Maria's New Home Email  
**Date:** Thu, 5 Apr 2007 16:46:12 -0500

This will be my first weekend off since thanksgiving and it looks like another settlement is in the works so will be back down to the coast later this month. Working in the yard this weekend come over and play in the mud with me.

Maria

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

**From:**  
**Sent:** Thursday, April 05, 2007 2:54 PM  
**To:** Maria Brown  
**Subject:** RE: Maria's New Home Email

Not bad at all. Still not divorced -- fighting over the terms of the settlement. VERY busy but that's a good thing. How about you?

----Original Message Follows----

**From:** "Maria Brown" <MLBrown@davidnutt.com>  
**To:**

CC: <marialbrown@comcast.net>  
Subject: RE: Maria's New Home Email  
Date: Thu, 5 Apr 2007 14:37:53 -0500

Yes we should, how have you been, sending this to myself to so I can have this address at home

Maria  
-----Original Message-----  
From:  
Sent: Thursday, April 05, 2007 1:37 PM  
To: Maria Brown  
Cc: marialbrown@comcast.net  
Subject: RE: Maria's New Home Email

Thanks!

we should get together sometime

-----Original Message Follows-----  
From: "Maria Brown" <MLBrown@davidnutt.com>  
CC: recipient list not shown: ;  
Subject: Maria's New Home Email  
Date: Thu, 5 Apr 2007 11:16:28 -0500

marialbrown@comcast.net

Maria L. Brown  
Paralegal  
David Nutt & Associates  
605 Crescent Blvd.  
Suite 200  
Ridgeland, Mississippi 39157  
Tel: (601) 898-7302  
Fax: (601) 898-7304  
MBrown@davidnutt.com

This email is strictly confidential and is legally privileged. If you have received it in error, you are hereby requested to delete it immediately.

---

MSN is giving away a trip to Vegas to see Elton John. Enter to win today.  
<http://msnconcertcontest.com?icid-nceltontagline>

---

Exercise your brain! Try Flexicon.  
[http://games.msn.com/en/flexicon/default.htm?icid=flexicon\\_hmemailtaglineapril07](http://games.msn.com/en/flexicon/default.htm?icid=flexicon_hmemailtaglineapril07)

---

Mortgage refinance is Hot. \*Terms. Get a 5.375%\* fix rate. Check savings  
[https://www2.nextag.com/goto.jsp?product=100000035&url=%2fst.jsp&tm=y&search=mortgage\\_text\\_links\\_88\\_h2bbb&disc=y&vers=925&s=4056&p=5117](https://www2.nextag.com/goto.jsp?product=100000035&url=%2fst.jsp&tm=y&search=mortgage_text_links_88_h2bbb&disc=y&vers=925&s=4056&p=5117)

---

Exercise your brain! Try Flexicon.  
[http://games.msn.com/en/flexicon/default.htm?icid=flexicon\\_hmemailtaglineapril07](http://games.msn.com/en/flexicon/default.htm?icid=flexicon_hmemailtaglineapril07)



**Beth Clatworthy**

---

**From:** Maria Brown  
**Sent:** Thursday, February 01, 2007 5:08 PM  
**To:**  
**Subject:** RE: Party

smile

Maria

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

**From:**  
**Sent:** Thursday, February 01, 2007 5:06 PM  
**To:** Maria Brown  
**Subject:** RE: Party

tits

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

**From:** Maria Brown <MLBrown@davidnutt.com>  
**Subj:** RE: Party  
**Date:** Thu Feb 1, 2007 4:40 pm  
**Size:** 7K  
**To:**

Message

So which is first, golf or tits

Maria

**From:**  
**Sent:** Thursday, February 01, 2007 4:19 PM  
**To:** Maria Brown  
**Subject:** FW: Party

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

**From:**  
**Sent:** Thursday, February 01, 2007 4:10 PM  
**To:**  
**Subject:** FW: Party

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

**From:**  
**Sent:** Thu 2/1/2007 12:32 PM  
**To:**

**Cc:**  
**Subject:** Party

I attended a party this past weekend.

After checking out all the well-dressed guests at the party, I spotted an attractive woman (standing alone) across the room.

When I approached and asked her name, She coyly replied... "Carmen."

Trying to maintain some sort of conversation with her, I responded with "That's a beautiful name, Is it a family name?"

"No," she replied. "I gave it to myself, because it reflects the things I like most in the world - cars and men."

Then she asked, "What's your name?"

"Golftits," I replied.

**Beth Clatworthy**

---

**From:** Maria Brown  
**Sent:** Wednesday, March 14, 2007 3:36 PM  
**To:**  
**Subject:** RE: Hey

I need a good session of you

Maria

---

**From:** .  
**Sent:** Wednesday, March 14, 2007 4:10 PM  
**To:** Maria Brown  
**Subject:** RE: Hey

Yep and the "whip" out too!

-----Original Message-----  
**From:** Maria Brown [mailto:MLBrown@davidnutt.com]  
**Sent:** Wednesday, March 14, 2007 2:08 PM  
**To:**  
**Subject:** RE: Hey

Will bring you a bottle of wine you get the candles and the Jacuzzi ready and we will celebrate

Maria

---

**From:** .  
**Sent:** Wednesday, March 14, 2007 4:07 PM  
**To:** Maria Brown  
**Subject:** RE: Hey

no but they want to go ahead with the paper work and make it official! YEEHAA

-----Original Message-----  
**From:** Maria Brown [mailto:MLBrown@davidnutt.com]  
**Sent:** Wednesday, March 14, 2007 2:03 PM  
**To:**  
**Subject:** RE: Hey

How is your deal going? Have you found a renter yet

Maria

---

**From:** .  
**Sent:** Wednesday, March 14, 2007 3:57 PM  
**To:** Maria Brown  
**Subject:** RE: Hey

Have you heard anything on your B-O-N-U-S?

-----Original Message-----  
**From:** Maria Brown [mailto:MLBrown@davidnutt.com]  
**Sent:** Wednesday, March 14, 2007 1:45 PM  
**To:** .

**Subject:** RE: Hey

Yes, but I think it is bad for the city, I will probably move to Madison this year.

Maria

---

**From:** .  
**Sent:** Wednesday, March 14, 2007 3:23 PM  
**To:** Maria Brown  
**Subject:** Hey

Did you see where the judge through out the probation charges against Frank. Thought that was interesting!

## Beth Clatworthy

---

**From:** Maria Brown  
**Sent:** Tuesday, February 28, 2006 8:54 AM  
**To:** Ernie Coward

**Tracking: Recipient Delivery**  
Ernie Coward Delivered: 2/28/2006 8:54 AM

Which Penis Do You Have?

The Excedrin Penis: It's thhhhiiiiiiissssss big.

The Snickers Penis: It satisfies you.

The Magnavox Penis: Smart. Very Smart.

The Life Call Penis: Its fallen and it can't get up.

The American Express Penis: Don't leave home without it.

The Tootsie Roll Pop Penis: How many licks DOES it take...?

The M & M Penis: Melts in your mouth, not in your hand.

The Lucky Charms Penis: It's magically delicious.

The Energizer Penis: It keeps going and going...

The Right Guard Penis: Anything less is uncivilized.

The Campbells Soup Penis: Mmm mmm good.

The Kix Penis: Kid tested, mother approved.

The McDonald's Penis: Over 8 billion served.

The Ragu Penis: Comes out chunkier than the rest.

The All-State Penis: You're in good hands.

The 7-Up Penis: The UN-penis.

The Barq's Penis: The one with bite.

The Beef Penis: It's what's for dinner.

The Bud Lite Penis: Great Taste, Less Filling.

The Twizzler Penis: It makes mouths happy.

The Starburst Penis: The juice is loose.

The Timex Penis: Takes a lickin' and keeps on...

The Burger King Penis: Have it your way.

The Wendy's Penis: Where's the beef?

The Lay's Penis: Betcha can't eat just one.

The Little Ceaser's Penis: Penis!! Penis!!

The Bounty Penis: The quicker picker-upper.

The Domino's Pizza Penis: Deliver's in 30 min or less.

The Rice Krispies Penis: What does your penis say to you?

The Extra Penis: Lasts an extra extra long time.

The Charmin Penis: Dont squeeze the penis!

The Windows ME Penis: If you ask it to do too much, it'll crash.

The Virginia Slims Penis: You've come a long way, baby.

The Secret Penis: Strong enough for a man, but made for a woman.

The Sanka Penis: Good to the last drop.

The Payday Penis: Its almost totally nuts!

The Yellow Pages Penis: Let your fingers do the walkin'.

**Beth Clatworthy**

---

**From:** Maria Brown  
**Sent:** Tuesday, February 28, 2006 9:03 AM  
**To:** Ernie Coward

**Tracking:** Recipient Delivery  
Ernie Coward Delivered: 2/28/2006 9:03 AM

For me it would be the snickers, cause you know life is all about satisfaction.

Maria

---

**From:** Ernie Coward  
**Sent:** Tuesday, February 28, 2006 9:01 AM  
**To:** Maria Brown  
**Subject:** RE:

What's the best kind?

---

**From:** Maria Brown  
**Sent:** Tuesday, February 28, 2006 8:54 AM  
**To:** Ernie Coward  
**Subject:**

Which Penis Do You Have?

The Excedrin Penis: It's thhhhiiiiiiisssss big.

The Snickers Penis: It satisfies you.

The Magnavox Penis: Smart. Very Smart.

The Life Call Penis: Its fallen and it can't get up.

The American Express Penis: Don't leave home without it.

The Tootsie Roll Pop Penis: How many licks DOES it take...?

The M & M Penis: Melts in your mouth, not in your hand.

The Lucky Charms Penis: It's magically delicious.

The Energizer Penis: It keeps going and going...

The Right Guard Penis: Anything less is uncivilized.

The Campbells Soup Penis: Mmm mmm good.

12/17/2007

DNM 000067

The Kix Penis: Kid tested, mother approved.

The McDonald's Penis: Over 8 billion served.

The Ragu Penis: Comes out chunkier than the rest.

The All-State Penis: You're in good hands.

The 7-Up Penis: The UN-penis.

The Barq's Penis: The one with bite.

The Beef Penis: It's what's for dinner.

The Bud Lite Penis: Great Taste, Less Filling.

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The Secret Penis: Strong enough for a man, but made for a woman.



The Sanka Penis: Good to the last drop.

The Payday Penis: Its almost totally nuts!

The Yellow Pages Penis: Let your fingers do the walkin'.

**Beth Clatworthy**

---

**From:** Maria Brown  
**Sent:** Thursday, April 13, 2006 1:27 PM  
**To:** Ernie Coward  
**Subject:** RE:

**Tracking:** Recipient Delivery  
Ernie Coward Delivered: 4/13/2006 1:27 PM

snickers

Maria

---

**From:** Ernie Coward  
**Sent:** Thursday, April 13, 2006 1:26 PM  
**To:** Maria Brown  
**Subject:**

Lucky Charms!!

**Beth Clatworthy**

---

**From:** Maria Brown  
**Sent:** Thursday, April 20, 2006 3:19 PM  
**To:** Ernie Coward  
**Subject:** Happy Little Guy...  
**Tracking:** Recipient Delivery  
Ernie Coward Delivered: 4/20/2006 3:19 PM

**Subject:** Happy Little Guy...

**REDACTED PHOTOGRAPH  
OF A MONKEY WITH ITS  
PENIS IN ITS MOUTH**

**Beth Clatworthy**

---

**From:** Maria Brown  
**Sent:** Wednesday, May 10, 2006 9:57 AM  
**To:** Ernie Coward

**Tracking: Recipient Delivery**  
Ernie Coward Delivered: 5/10/2006 9:58 AM

Breast Test

Go to site and check your skill to separate out a fake pair  
from a real one.

No touching, just looking. LOL!

<http://www.c4wkg0blin.com/breasttest.html>

Good Luck

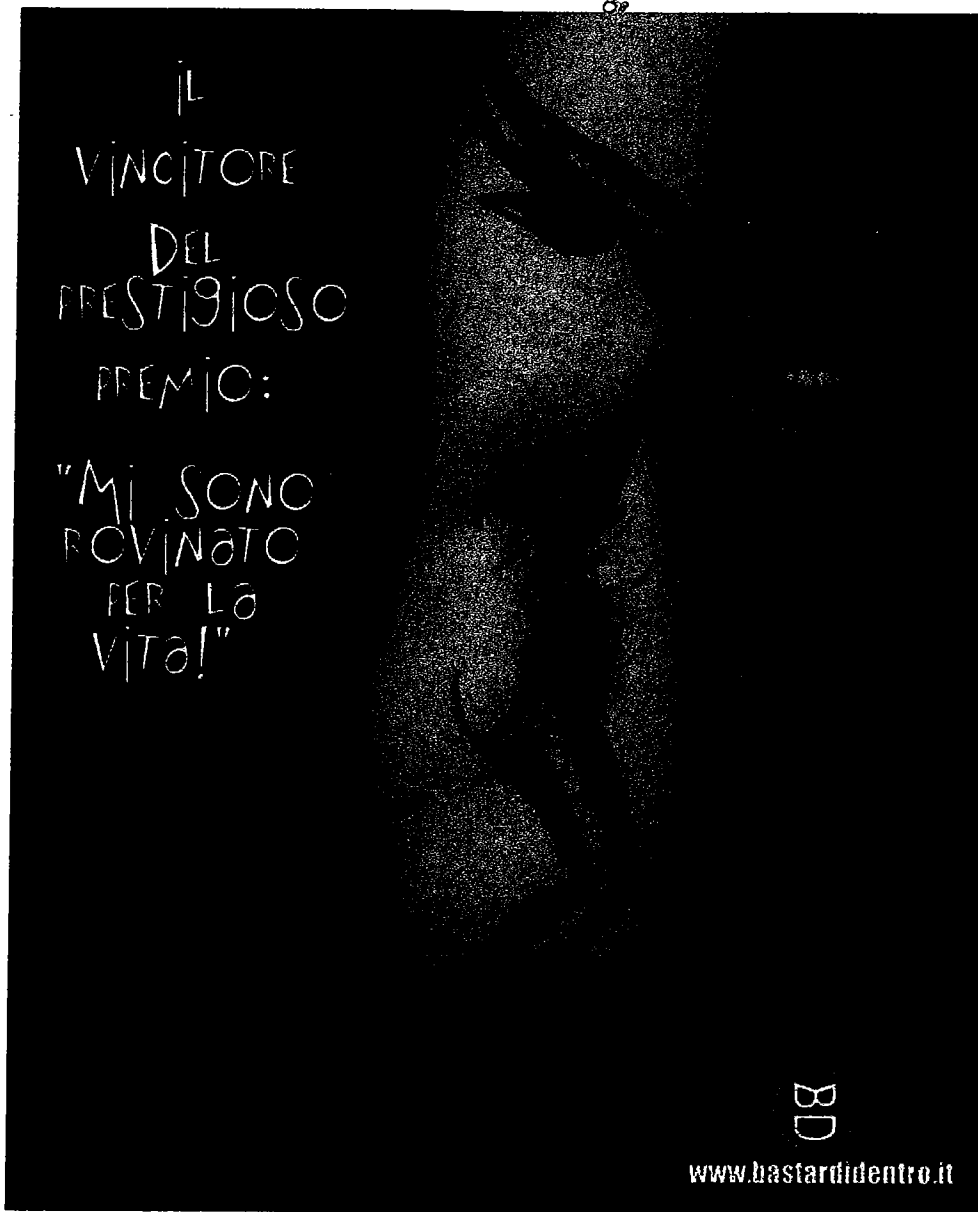
**Beth Clatworthy**

---

**From:** Maria Brown  
**Sent:** Monday, March 27, 2006 2:44 PM  
**To:** Ernie Coward  
**Subject:** FW: World's worst tattoo??

**Tracking: Recipient Delivery**  
Ernie Coward Delivered: 3/27/2006 2:45 PM

This is so wrong, however it is original!



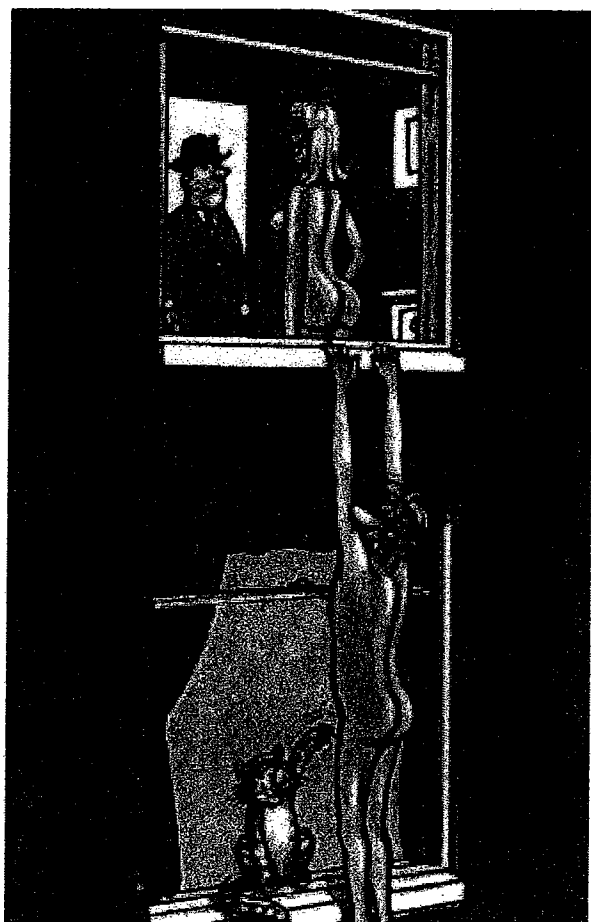
**Beth Clatworthy**

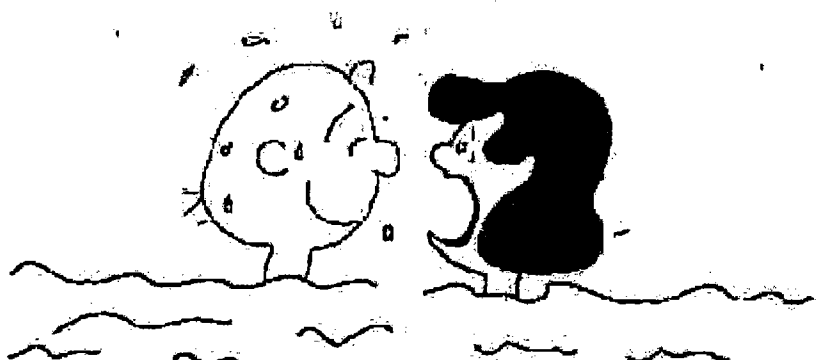
---

**From:** Maria Brown  
**Sent:** Thursday, February 17, 2005 4:47 PM  
**To:** Marcie Poss  
**Subject:** FW: And...

Maria

---





**"YOU'R A LIAR, CHARLIE  
BROWN, I WILL NOT SINK  
IF YOU TAKE IT OUT!"**





**Renee Hitt**

---

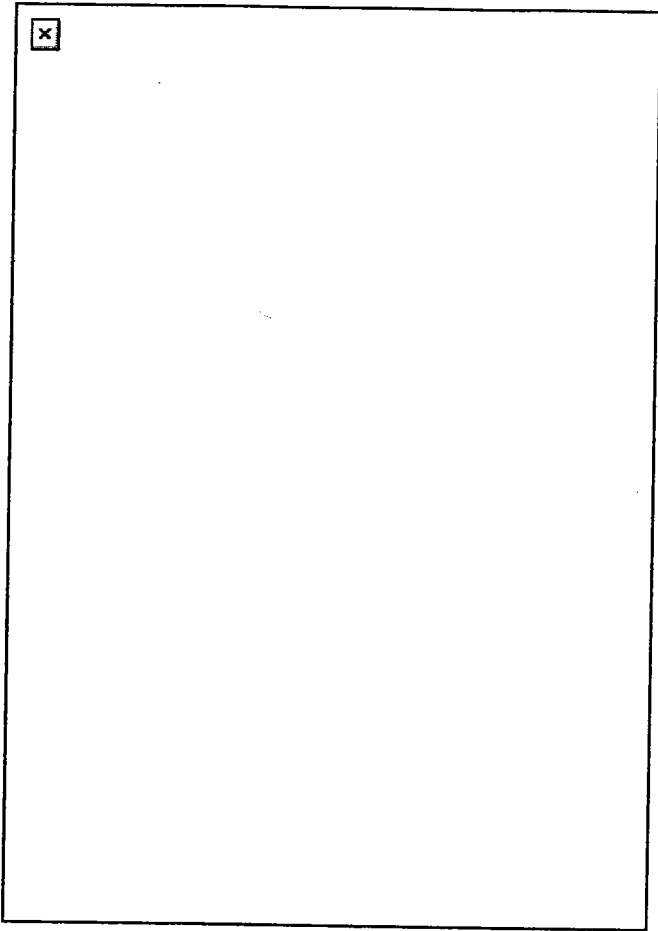
**From:** Ernie Coward  
**Sent:** Tuesday, November 28, 2006 9:44 AM  
**To:** Maria Brown  
**Subject:** RE: FW: (no subject)

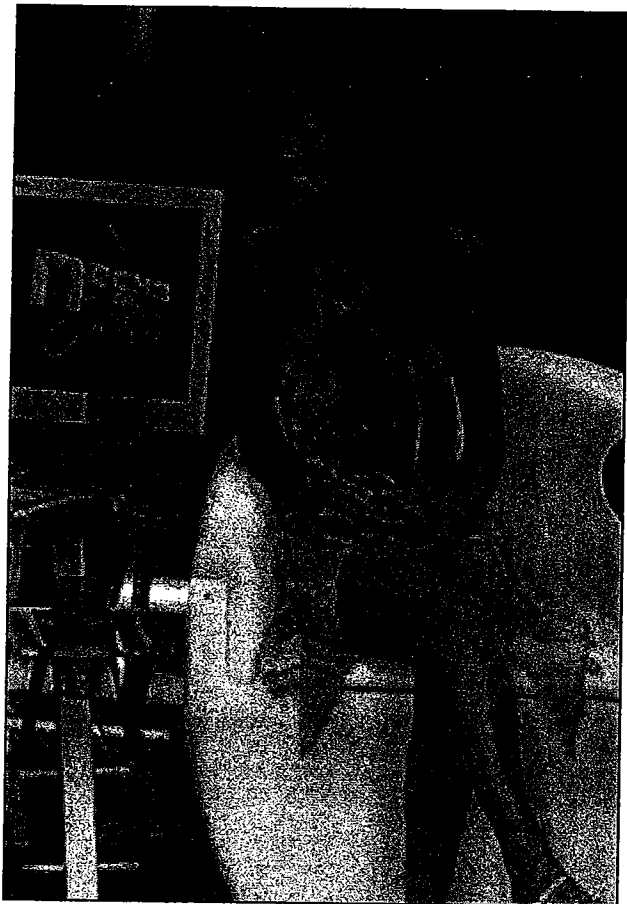
Next vacation is to Italy!

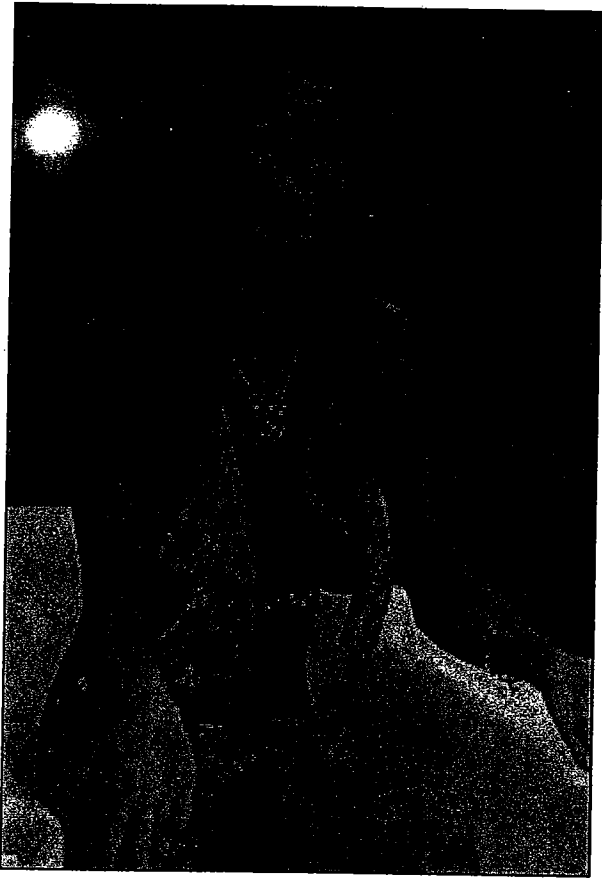
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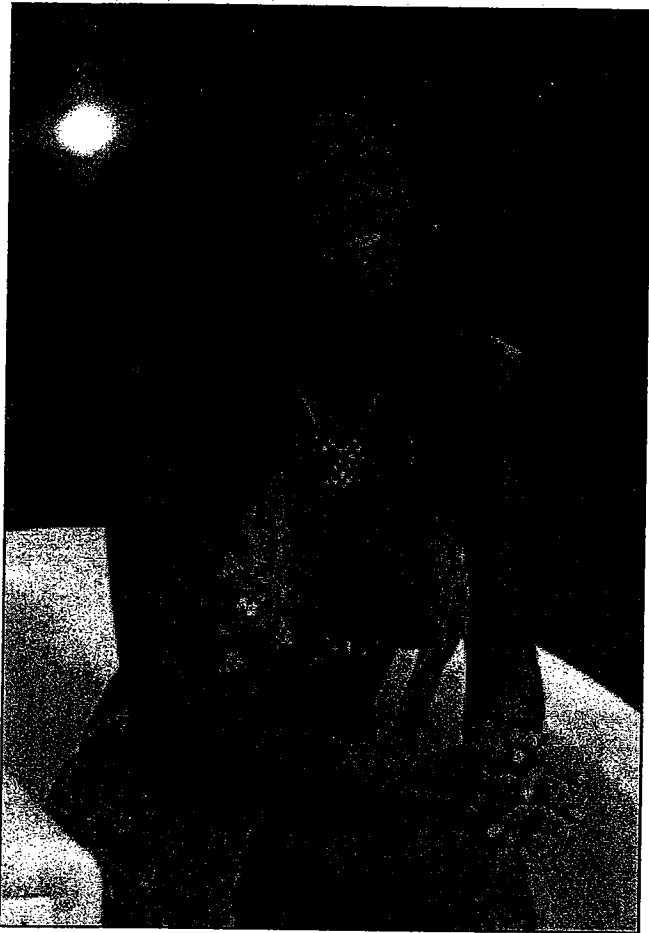
**From:** Maria Brown  
**Sent:** Wednesday, November 22, 2006 9:39 AM  
**Subject:** FW: FW: (no subject)

This is the hostess for an  
Italian afternoon T.V. talk  
show...

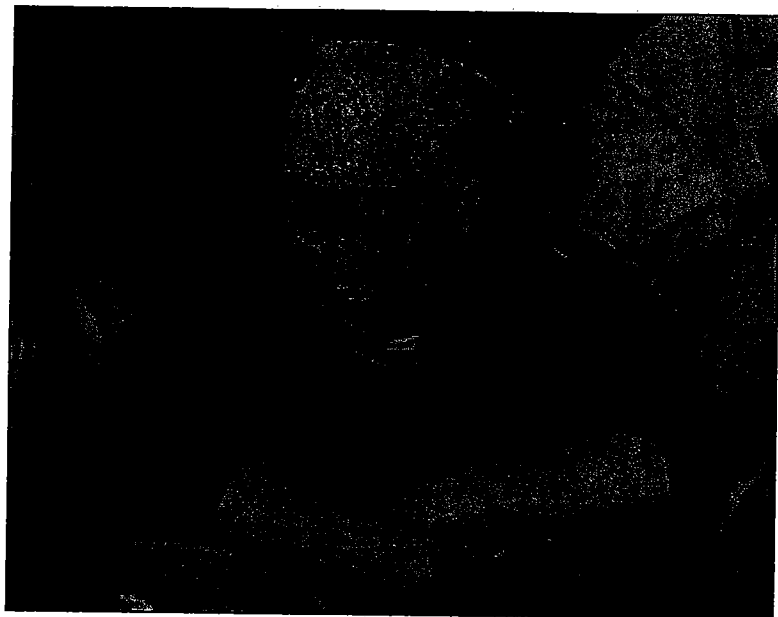








And this is the hostess for an  
American afternoon  
T.V. talk show...



To enroll in your nearest  
language school to learn  
Italian, call: **800-555-caio**

--  
No virus found in this outgoing message.  
Checked by AVG Free Edition.  
Version: 7.1.409 / Virus Database: 268.14.13/546 - Release Date: 11/22/2006

---

Sponsored Link

Mortgage rates near 39yr lows. \$510,000 Mortgage for \$1,698/mo - [Calculate new house payment](#)

**Renee Hitt**

---

**From:** .  
**Sent:** Monday, June 25, 2007 3:35 PM  
**To:** Maria Brown  
**Subject:** RE: NICE PAINT JOB

An "OUTSTANDING" paint job!

---

**From:** Maria Brown [mailto:MLBrown@davidnutt.com]  
**Sent:** Monday, June 25, 2007 3:26 PM  
**Subject:** FW: NICE PAINT JOB

**Subject:** NICE PAINT JOB

**REDACTED PHOTOGRAPH  
OF NUDE WOMAN BEING  
BODY PAINTED**



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OF NUDE WOMAN BEING  
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DNM 000022

12/14/2007

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BODY PAINTED**

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See what's free at [AOL.com](http://AOL.com).

**REDACTED PHOTOGRAPH  
OF NUDE WOMAN BEING  
BODY PAINTED**

**Beth Clatworthy**

---

**From:** Maria Brown  
**Sent:** Wednesday, April 04, 2007 10:17 AM  
**To:**  
**Subject:** RE: Harold the Computer Man

Anticipation, I am wet now.

Maria

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

**From:**  
**Sent:** Wednesday, April 04, 2007 10:21 AM  
**To:** Maria Brown  
**Subject:** RE: Harold the Computer Man

You'll be home by then but very sore and enjoy!

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

**From:** Maria Brown [mailto:MLBrown@davidnutt.com]  
**Sent:** Wednesday, April 04, 2007 8:06 AM  
**To:**  
**Subject:** RE: Harold the Computer Man

So shall I see you around 7? I have to be home by 10.

Maria

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

**From:**  
**Sent:** Tuesday, April 03, 2007 5:06 PM  
**To:** Maria Brown  
**Subject:** RE: Harold the Computer Man

Yes you do! Smile

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

**From:** Maria Brown [mailto:MLBrown@davidnutt.com]  
**Sent:** Tuesday, April 03, 2007 3:05 PM  
**To:**  
**Subject:** RE: Harold the Computer Man

Will see what I can do, I need to take care of you.

Maria

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

**From:**  
**Sent:** Tuesday, April 03, 2007 5:00 PM  
**To:** Maria Brown  
**Subject:** RE: Harold the Computer Man

Well, for a good bj and working you over...every nite is good! Wednesday more than Thursday since I have a tennis match Thursday @ 6:00. It's all up to you!

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

**From:** Maria Brown [mailto:MLBrown@davidnutt.com]  
**Sent:** Tuesday, April 03, 2007 2:57 PM  
**To:**  
**Subject:** RE: Harold the Computer Man

Do you have a night that would be good for you?

Maria

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

From:  
Sent: Tuesday, April 03, 2007 4:31 PM  
To: Maria Brown  
Subject: RE: Harold the Computer Man

Any nite other than Thursday?

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

From: Maria Brown [mailto:MLBrown@davidnutt.com]  
Sent: Tuesday, April 03, 2007 2:28 PM  
To:  
Subject: RE: Harold the Computer Man

My Thursday night has gone bye bye, I will try to get a sitter if you think it will be for sure.

Maria

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

From:  
Sent: Tuesday, April 03, 2007 4:04 PM  
To: Maria Brown  
Subject: RE: Harold the Computer Man

Smile I understand!

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

From: Maria Brown [mailto:MLBrown@davidnutt.com]  
Sent: Tuesday, April 03, 2007 1:57 PM  
To:  
Subject: RE: Harold the Computer Man

No not crazy just horney

Maria

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

From:  
Sent: Tuesday, April 03, 2007 3:16 PM  
To: Maria Brown  
Subject: RE: Harold the Computer Man

That's funny. You still crazy busy? Has been hectic here but a good hectic!

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

From: Maria Brown [mailto:MLBrown@davidnutt.com]  
Sent: Tuesday, April 03, 2007 1:06 PM  
To:  
Subject: Harold the Computer Man

>

> I was having trouble with my computer. So I called Harold,  
> the computer guy, to come over.

>

> Harold clicked a couple of buttons and solved the problem. He gave  
> me a bill for a minimum service call.



>  
> As he was walking away, I called after him, "So, what was wrong?"  
>  
> He replied, "It was an ID ten T error."  
>  
> I didn't want to appear stupid, but Nonetheless inquired, "An ID  
ten T Error?"  
>  
> What's that . In case I need to fix it again?"  
>  
> Harold grinned.... "Haven't you ever heard of an ID ten T error  
before?"  
>  
> "No," I replied.  
>  
> "Write it down," he said, "and I think you'll figure it out."  
>  
> So I wrote it down.  
>  
> I D 1 0 T  
>  
>  
>  
> I used to like Harold...  
>  
>  
>  
>  
>  
>  
>  
>  
> -----  
> Don't get soaked. Take a quick peek at the forecast  
> with theYahoo! Search weather shortcut.  
>

**Beth Clatworthy**

---

**From:** Maria Brown  
**Sent:** Thursday, February 01, 2007 2:16 PM  
**To:**  
**Subject:** Smile

The Penis Wants a Raise

I, the Penis, hereby request a raise in salary for the following reasons:

1. I do physical labor.
2. I work at great depths.
3. I plunge head first into everything I do.
4. I do not get weekends or public holidays off.
5. I work in a damp environment.
6. I work in a dark area that has poor ventilation.
7. I work in high temperatures.
8. My work exposes me to diseases.

-----  
Dear Penis,

After assessing your request, and considering the arguments you have raised, the management denies your request for the following reasons:

1. You do not work 8 hours straight.
2. You WORK IN SHORT SPURTS AND fall asleep after EACH brief work period.
3. You do not always follow the orders of the management team.
4. You do not stay in your designated area, and are often seen visiting other locations.
5. You do not take initiative - you need to be pressured and stimulated in order to start working.
6. You leave the workplace rather messy at the end of your shift.
7. You don't always observe necessary safety regulations,

such as wearing the correct protective clothing.

8. You will retire LONG before you are 65.

9. You are unable to work double shifts.

10. You sometimes leave your designated work area before you have completed the assigned task.

11. And if that were not all, you have constantly been seen entering and exiting the workplace carrying two suspicious-looking bags.

Sincerely, Management

-----

5 reasons not to be a penis:

1. You're bald your whole life.
2. You have a hole in your head.
3. Your neighbors are nuts.
4. The guy behind you is an ass hole and...
5. Every time you get excited, you throw up and then faint.

# LOUIS H. WATSON, JR., P.A.

ATTORNEY AT LAW

520 EAST CAPITOL STREET  
JACKSON, MISSISSIPPI 39201-2703

TELEPHONE: 601.968.0000  
FACSIMILE: 601.968.0010  
EMAIL: LOUIS@LOUISWATSON.COM

January 10, 2008

James R. Clark, Deputy General Counsel  
The Mississippi Bar  
Post Office Box 2168  
Jackson, MS 39225-2168

Re: Christopher A. Shapley, Esq.

Dear Mr. Clark:

Pursuant to Rules 4.2, 8.3 and 8.4 of the Mississippi Rules of Professional Conduct, it is my obligation to report what I believe to be a blatant violation of Rules 4.2 and 8.4. Specifically, opposing counsel Christopher A. Shapley wrote a letter dated January 3, 2008 addressed to my client, Maria L. Brown without my knowledge or consent and sent it to her via certified mail. A copy of the letter is attached as Exhibit "A". Mr. Shapley wrote the letter on behalf of his clients David Nutt & Associates, P.C. and Nutt & McAlister, PLLC who are defendants in an action filed in the United States District Court for the Southern District of Mississippi, Jackson Division; Civil Action No. 3:07cv727 HTW-LRA. That action was filed by my firm on behalf of Maria L. Brown on December 12, 2007, a copy of the complaint is attached as Exhibit "B". In fact, a hearing was held before United States Magistrate Judge Linda R. Anderson on Wednesday, January 2, 2008 which was attended by Robert N. Norris of my firm and Anne C. Sanders of Mr. Shapley's firm. Obviously, Mr. Shapley was well aware of our representation of Ms. Brown and chose to send her a letter, despite the fact she was represented by counsel, without my knowledge and consent. I consider his actions to be a violation of the above-referenced rules which I am obligated to report. Please advise me whether or not this matter will be investigated.

Sincerely,

LOUIS H. WATSON, JR., P.A.

  
Louis H. Watson, Jr.

LHWjr/blm

cc: Christopher A. Shapley, Esq.



# BRUNINI

ATTORNEYS AT LAW

CHRIS SHAPLEY

E-mail: [cshapley@brunini.com](mailto:cshapley@brunini.com)  
Direct: 601.960.6875

1400 Trustmark Building  
248 East Capitol Street  
Jackson, Mississippi 39201  
Telephone: 601.948.3101

Post Office Drawer 119  
Jackson, Mississippi 39205  
Facsimile: 601.960.6902

January 3, 2008

Maria L. Brown  
1038 Cedar Hill Drive  
Jackson, MS 39206

**VIA CERTIFIED MAIL**

Re: Deposition Subpoena dated December 21, 2007, in the matter of E. A. Renfroe & Co. v. Moran, et. al.; United States District Court for the Northern District of Alabama; Civil Action No. 2:06cv1752-WMA

Dear Ms. Brown:

We have received a copy of a subpoena dated December 21, 2007, compelling your attendance at a deposition noticed for January 9, 2008. (Subsequently, we have been advised that the deposition has been re-set to commence on January 12, 2008.) In accordance with Rule 5.3 of the Mississippi Rules of Professional Conduct, we write on behalf of your former employers David Nutt & Associates, PC, and Nutt & McAlister PLLC, to remind you of your continuing obligations to maintain the confidentiality of all information relating to their representation of all clients, including without limitation attorney-client communications and matters subject to the work product doctrine.

Under well-established common law, the work that you performed as a paralegal in assisting attorneys at David Nutt & Associates, PC and/or Nutt & McAlister PLLC is "encompassed within the realm of the attorney-client relationship," and such work "is covered by the attorney client privilege." See Owens v. First Family Financial Services, Inc., 379 F.Supp.2d 840, 848 (S. D. Miss. 2005). Additionally, the work product that you prepared while serving as a paralegal at David Nutt & Associates, PC and/or Nutt & McAlister PLLC, as well as the work product of others acting for those firms, is confidential and is protected by the attorney work-product doctrine. See, e.g., Wal-Mart Stores, Inc., v. Dickinson, 29 S.W.3d 796, 805 (Ky. 2000).

In recognition of this well-established law and in accordance with Rule 5.3, your former employers instituted policies and procedures designed to protect such confidential information. Specifically, as a condition of your employment, you agreed to the following policies and procedures relating to the handling/protection of client confidences:

### **CONFIDENTIALITY OF TRANSACTIONS**

Due to the nature of the Organization's business, it is a priority that the Organization safeguards the public trust in the integrity of our employees and services. It is our business to provide security and privacy for the Organization's employees, clients and authorized individuals utilizing the services offered by the

**EXHIBIT A**

Ms. Maria L. Brown  
January 3, 2008  
Page 2

**Organization. It shall be the employee's responsibility to protect confidential information to which he or she has access. Disclosure of client names, conditions, or affairs of the Organization are not to be discussed with any non-organization individuals unless prior approval is received from the employee's supervisor.**

**All legal requirements concerning confidentiality of transactions with regard to all Organization facilities will be strictly enforced.** All employees are expected to know and comply with the Organization's confidentiality of transactions policy and are expected to report violations or potential problems to their supervisor.

In addition to the policies and procedures adopted by your former employers, Cannon 7 of the National Association of Legal Assistances' Code of Ethics, adopted by the Mississippi Paralegal Association, unequivocally requires paralegals to maintain client confidences, by directing:

**A paralegal must protect the confidences of a client and must not violate any rule or statute now in effect or thereafter enacted controlling the doctrine of privileged communication between a client and an attorney.**

In the light of both your expressed agreement and your ethical obligations as a paralegal to maintain the confidentiality of such information, we expect that you will decline to provide any deposition testimony touching on information that is protected by either the attorney-client privilege or the work product doctrine. Please be advised that we will review a copy of your deposition transcript to determine whether you have breached either the terms of your employment agreement with David Nutt & Associates, PC and/or Nutt & McAlister PLLC, or your ethical obligations as a paralegal, and we will take all appropriate actions should you breach any of those obligations.

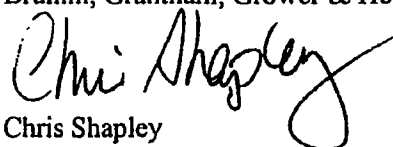
We are sending a copy of this letter to your counsel, Louis H. Watson, and we encourage you to discuss with Mr. Watson your contractual and ethical obligations to maintain the confidentiality of the information discussed above. Additionally, we are providing copies of this letter to counsel for the plaintiff in Renfro v. Moran, in order to advise them of the existence of the confidentiality agreement discussed above, and to further inform them that neither David Nutt & Associates, PC, nor Nutt & McAlister PLLC has waived any rights under the attorney work product doctrine, and that none of their respective clients have waived the attorney-client privilege.

Ms. Maria L. Brown  
January 3, 2008  
Page 3

We trust that you will continue to abide by your contractual and ethical obligations, and that the attorneys who participate in taking your deposition will not seek to elicit confidential information from you. However, we felt compelled to send this letter to you out of an over-abundance of caution.

Very truly yours,

Brunini, Grantham, Grower & Hewes, PLLC

A handwritten signature in black ink that reads "Chris Shapley". The signature is written in a cursive style with a large, sweeping flourish at the end.

Chris Shapley

cc: Louis H. Watson, Esq.  
Barbara Ellis Stanley, Esq.  
William W. Taylor, III, Esq./ Michael R. Smith, Esq./ Andrew N. Goldfarb, Esq.  
Harlan Winn, III, Esq./ Robert Battle, Esq.  
Bruce Rogers, Esq.



THE MISSISSIPPI BAR

Office of General Counsel

Adam B. Kilgore  
General Counsel

Gwen G. Combs  
Deputy General Counsel

James R. Clark  
Deputy General Counsel

Post Office Box 2168  
Jackson, Mississippi 39225-2168  
Telephone: (601) 948-0568  
Fax: (601) 510-8599  
E-mail: ogc@msbar.org  
Website: www.msbar.org

February 25, 2008

Christopher A. Shapley  
Post Office Drawer 119  
Jackson, MS 39205-0119

**Re: Docket Number: 07-313-2**

Dear Mr. Shapley:

Enclosed is a copy of a complaint filed against you by Maria L. Brown.

You must submit your response, and seven (7) copies of said response, to this complaint, including any supporting documents, to this office by March 11, 2008, unless you have been given an extension of time to file such response. Any request for extension of time to file a response must be submitted in writing, via email or fax. Oral or verbal requests for additional time to file a response will not be accepted. If we do not have your response in our possession by March 11, 2008, the Committee will consider such action a prima facie violation of Rule 8.1 (b), MRPC, and take whatever action it deems appropriate on that issue in addition to the substantive allegations included in the complaint. A Certificate of Service showing that a full and complete copy of the response has been served upon the Complainant must be attached to your response and if a Certificate of Service is not incorporated in said Response or attached thereto, your response will not be accepted for filing because it is incomplete. In addition, please indicate if you desire correspondence regarding this matter sent to any address other than that shown above.

The Committee on Professional Responsibility will consider the complaint and your response prior to determining whether an investigatory hearing will be conducted.

If you fail to file a response, the Committee will have the benefit of only the Complainant's version of the allegations included in the complaint. Therefore, it will be in your best interest to answer the complaint. In addition, all materials will be sent to the Committee on Professional Responsibility prior to their next regularly scheduled meeting. Upon receipt of all materials, the Committee will review same pursuant to Rule 5 of the Mississippi Rules of Discipline.

Sincerely,

Adam B. Kilgore  
General Counsel

ABK/sb

Enclosure: Copy of Complaint  
xc: Complainant



02-25-08A03:45 RCYU

\*Docket No. 07-313-2

**COMPLAINT**  
**READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING**  
**PRINT OR TYPE IN BLACK INK**  
**LIST ONLY ONE ATTORNEY PER FORM**

PART ONE: I, Maria L. Brown  
(your name, address, and phone number)  
1038 Cedar Hill Dr. Jackson MS (601) 941-8444  
39206 (Area Code)

do hereby file with The Mississippi Bar a complaint against Attorney  
Christopher A. Shapley, Brunini, Grantham, Grower  
(Attorney's name and address)  
+ Hewes, P.O. Drawer 119, Jackson, MS 39205

PART TWO: Can any person testify about what was said, done, not done or agreed upon by you and the attorney?

Yes (See very important instructions on reverse side of this form.)  
"Yes" or "No"

PART THREE: I have read and to the best of my ability followed the instructions on the back of this page. I will also follow those instructions in the future.

(A) The specific thing or things I am complaining about is or are: Ethics Rule 4.2 + 4.3

Mr Shapley sent me a letter directly when he knew I was represented by counsel. The letter contained legal advice and a ... about what would happen if I did not follow his advise.

(B) In support of those things listed above, the facts of my complaint are:

a copy of the letter sent by Mr Shapley to Maria L. Brown the first class one was received on Friday, January 4, 2008 and the certified one was delivered to my house on January 12, 2008 and signed for by my mother. Also is attach a portion of my Deposition in which the letter is discussed.

PART FOUR: The facts in this complaint are true and correct to the best of my knowledge.

PART FIVE: I hereby certify that I have read the explanatory booklet that I have been provided. I do not have any questions with regard to any information included in the booklet.

2/22/08  
(Date)

Maria L. Brown  
(Your Signature)

6783 4 20

25 EXHIBIT ONE

PAGE 1 of 7 PAGES

**PERSONS WITH KNOWLEDGE OF  
INFORMATION IN COMPLAINT**

1. Ms. Barbara Ellis Stanley, Esq.  
Helms & Greene, LLC  
1021 Main Street, Suite 1290  
Houston, Texas 77002  
713-651-0277
2. Mr. Stephen Greene, Esq.  
Helms & Greene, LLC  
115 Perimeter Center Place  
Suite 635  
Atlanta, Georgia 30346  
770-206-3371
3. Mr. Andrew N. Goldfarb, Esq.  
Zuckerman, Spaeder, LLP  
1800 M Street, NW  
Suite 1000  
Washington, DC 20036-5802  
202-778-1822
4. Mr. Louis H. Watson, Esq.  
Louis H. Watson, PA  
520 East Capitol Street  
Jackson, MS 39201  
601-968-8000
5. Mr. Nick Norris, Esq.  
Louis H. Watson, PA  
520 East Capitol Street  
Jackson, MS 39201  
601-968-8000
6. Susan Lunardini  
5740 County Cork  
Jackson, MS 39206  
601-594-5740

# BRUNINI

ATTORNEYS AT LAW

CHRIS SHAPLEY

E-mail: [cshapley@brunini.com](mailto:cshapley@brunini.com)  
Direct: 601.960.6875

1400 Trustmark Building  
248 East Capitol Street  
Jackson, Mississippi 39201  
Telephone: 601.948.3101

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**Exhibit "A"**

Ms. Maria L. Brown  
January 3, 2008  
Page 2

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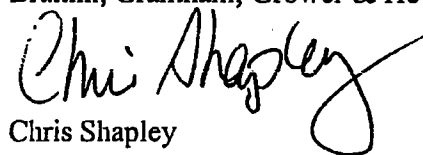
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Ms. Maria L. Brown  
January 3, 2008  
Page 3

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Very truly yours,

Brunini, Grantham, Grower & Hewes, PLLC



Chris Shapley

cc: Louis H. Watson, Esq.  
Barbara Ellis Stanley, Esq.  
William W. Taylor, III, Esq./ Michael R. Smith, Esq./ Andrew N. Goldfarb, Esq.  
Harlan Winn, III, Esq./ Robert Battle, Esq.  
Bruce Rogers, Esq.



Page 6

1                   STIPULATION

2

3           It is hereby stipulated and agreed by

4 and between the parties hereto, through their

5 respective attorneys of record, that this

6 deposition may be taken at the time and place

7 hereinbefore set forth, by CHRISTY R. SIEVERT,

8 CSR, RPR, Court Reporter and Notary Public,

9 pursuant to the Rules;

10       That the formality of reading and

11 signing is specifically NOT WAIVED;

12       That all objections, except as to the

13 form of the questions and the responsiveness of

14 the answers, are reserved until such time as the

15 deposition, or any part thereof, may be used or

16 sought to be used in evidence.

17

18                   \*\*\*

19

20

21

22

23

24

25

Page 8

1           MR. GREENE: Steve Greene with

2 Helms & Greene and also with E.A. Renfroe.

3           VIDEO SPECIALIST: Thank you. Swear

4 the witness, please.

5                   (Oath administered.)

6                   EXAMINATION

7 BY MS. STANLEY:

8       Q.    Would you please state your full name

9 for the record.

10       A.    Maria Alves Lunardini Brown.

11       Q.    Okay.

12       MR. GOLDFARB: Counsel, just at the

13 outset, I'd like to make a statement for the

14 record. Just to put on the record that on

15 January 3rd, 2008, Ms. Brown received or was sent

16 a letter by the Brunini firm, which is counsel to

17 the Nutt law firm, advising her of her obligations

18 under her employment confidentiality commitments

19 and her ethical duties as a paralegal and their

20 expectation that the witness would not reveal any

21 work product, privileged information or affairs of

22 the firm in connection with those commitments.

23       And so the witness has been so

24 advised. And the firm obviously has, by the

25 letter, reserved all its rights with respect to

Page 7

1           MARIA L. BROWN,

2 having been first duly sworn,

3 was examined and testified as follows:

4           VIDEO SPECIALIST: This is the video

5 deposition of Maria Brown taken in the suit styled

6 E.A. Renfroe and Company, Inc. versus Cori Rigsby

7 Moran and Kerri Rigsby being No. 206-CV-1752-WMA

8 in the United States District Court of the

9 Northern District of Alabama, Southern Division.

10 We're at the Edison Walthall Hotel in Jackson,

11 Mississippi. Today's date is Saturday, January

12 12th, 2008. The time is 10:22 a.m. The court

13 reporter is Christy Sievert of Statewide

14 Reporters. I am Jeff Conner, the legal video

15 specialist, also with Statewide.

16       Will the attorneys please introduce

17 themselves on audio?

18       MR. WATSON: I'm Louis Watson,

19 counsel for Maria Brown, and with me is Aubry Lee

20 Goodwin with our office.

21       MR. GOLDFARB: Andrew Goldfarb of the

22 Zuckerman Spaeder firm for the defendants.

23       MS. STANLEY: Barbara Stanley on

24 behalf of E.A. Renfroe and Company with the

25 Helms & Greene law firm.

Page 9

1 its privileges.

2       MR. WATSON: Do you represent the

3 firm?

4       MR. GOLDFARB: I do not.

5       MR. WATSON: Well, in my opinion,

6 that letter is a violation of the Mississippi

7 Rules of Professional Conduct because Chris

8 Shapley knew that I represented Ms. Brown and he

9 sent that correspondence directly to her, which is

10 in violation of Rule 4.3 of the Mississippi Rules

11 of Professional Conduct. And so that's an issue

12 that's currently pending, and I want to make

13 everybody aware of it.

14       MR. GREENE: And we agree. We view

15 the letter as nothing more than intimidation and

16 harassment, and that's why it was directed to

17 Maria Brown. That's at least my take on it. But

18 the letter speaks for itself. It's stated as it

19 is. And at some point, we will get into what the

20 motivations were.

21       MR. WATSON: Okay.

22       MR. GOLDFARB: I made my point.

23       MS. STANLEY: Okay. Also as a

24 preliminary matter, I want to point out that this

25 deposition is being taken pursuant to a consent