



IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

SOUTHERN COMPANY SERVICES, INC.,	}	
	}	
Plaintiff,	}	
	}	
v.	}	
	}	Case No. _____
BRETT J. WINGO,	}	
	}	
Defendant.	}	

COMPLAINT

In support of its Complaint against Defendant Brett J. Wingo (“Wingo”), Plaintiff Southern Company Services Inc. (“SCS”) states as follows:

PARTIES, VENUE, AND JURISDICTION

1. SCS is a corporation organized under the laws of the State of Alabama, maintains a principal place of business in the State of Alabama, and is a wholly-owned subsidiary of the Southern Company.
2. Mr. Wingo is an adult resident of the State of Alabama.
3. Venue is proper in this Court because Mr. Wingo resides in Jefferson County, Alabama and, in the alternative, the acts or omissions giving rise to the claims in this Complaint occurred in Jefferson County, Alabama.
4. This Court has jurisdiction pursuant to Alabama Code § 12-11-31.

FACTUAL BACKGROUND

5. Mr. Wingo is an employee of SCS.
6. During the course of Mr. Wingo’s employment with SCS, Mr. Wingo made certain allegations against SCS and its affiliates, and a dispute arose between Mr. Wingo and SCS concerning those allegations (“the Allegations”).

7. With both parties represented by counsel, SCS and Mr. Wingo entered into settlement negotiations concerning the Allegations.

8. During the course of those negotiations, the parties reached an agreement to resolve their dispute concerning the Allegations as well as Mr. Wingo's employment with SCS. See Exhibit A, Affidavit of William H. King, III.¹

9. On December 31, 2014, counsel for SCS sent an e-mail to counsel for Mr. Wingo and outlined the terms of the parties' agreement, consistent with the prior negotiations between the parties. A copy of that e-mail is attached to Exhibit A as Exhibit A-1.

10. As detailed in the December 31, 2014 e-mail, SCS and Mr. Wingo agreed to, among others, the following terms:

- a. SCS agreed to pay a sum certain, divided between (1) an initial payment to Mr. Wingo as well as to his counsel and (2) an annuity to fund future structured settlement payments to Mr. Wingo.
- b. Mr Wingo and SCS agreed that Mr. Wingo's employment with SCS would end.
- c. Mr. Wingo agreed to generally release any claims that he may have had against SCS and its affiliates.
- d. With certain exceptions, Mr. Wingo agreed to keep confidential the terms and the fact of settlement with SCS as well as any information concerning events

¹ SCS is filing contemporaneously herewith a motion to file Exhibit A under seal.

which occurred during the course of Mr. Wingo's employment with SCS, including information related to the Allegations.²

11. On December 31, 2014, counsel for Mr. Wingo responded to counsel for SCS and "confirm[ed] that [the parties] have an agreement in principle" as to the terms detailed in the e-mail from counsel for SCS. See Exhibit A-1.

12. After December 31, 2014, the parties had further discussions regarding the form of a final settlement agreement between SCS and Mr. Wingo. During those discussions, Mr. Wingo signaled his intent to renege on the terms of the agreement set forth in the December 31, 2014 e-mail correspondence between counsel for SCS and counsel for Mr. Wingo. For example, Mr. Wingo (1) demanded more money than the amount he originally accepted on December 31, 2014 and (2) insisted that certain material terms, as accepted on December 31, 2014, be removed from a final settlement agreement.

13. To date, Mr. Wingo has refused to execute a settlement agreement and has given no assurances that he will ever do so.

14. SCS is ready, willing, and able to execute a settlement agreement, pay the settlement amount, and fund the structured portion of the settlement.

COUNT ONE:
Declaratory Judgment

15. SCS incorporates by reference the allegations contained in Paragraphs 1 through 14.

16. This claim for declaratory relief is brought pursuant to Alabama Code § 6-6-221, et seq. and Alabama Rule of Civil Procedure 57.

² Nothing in the settlement agreement between SCS and Mr. Wingo impedes, prevents, or discourages Mr. Wingo from communicating with or reporting to the U.S. Securities and Exchange Commission about possible violations of the securities laws.

17. There is a real, substantial, and justiciable controversy between the parties insofar as Mr. Wingo has refused to execute a settlement agreement and has expressed his intention to renege on the agreement reached by the parties.

18. SCS seeks a declaration that (1) the parties reached a valid, enforceable agreement, as set forth in the December 31, 2014 e-mail correspondence exchanged between counsel for SCS and counsel for Mr. Wingo; and (2) Mr. Wingo is bound by that agreement, including its confidentiality terms.

19. Absent a declaration of the rights and obligations under the agreement reached by the parties, SCS will be exposed to substantial and irreparable injury and uncertainty, all of which can be avoided through a judicial declaration of their rights and obligations as requested in this Court.

COUNT TWO:
Breach of Contract

20. SCS incorporates by reference the allegations contained in Paragraphs 1 through 19.

21. The parties entered into a valid, enforceable agreement, as set forth in the December 31, 2014 e-mail correspondence exchanged between counsel for SCS and counsel for Mr. Wingo.

22. Mr. Wingo has materially breached that agreement by (1) refusing to execute a settlement agreement; (2) demanding additional money before doing so; and (3) insisting that certain material terms, previously accepted by him, be removed from any final settlement agreement.

23. SCS has and will continue to suffer injury if the agreement is not enforced.

COUNT THREE:
Preliminary and Permanent Injunctive Relief

24. SCS incorporates by reference the allegations contained in Paragraphs 1 through 23.

25. SCS has a reasonable chance of success on the merits as to Counts One and Two.

26. SCS faces immediate and irreparable injury without injunctive relief.

27. SCS has no adequate remedy at law in the event that Mr. Wingo continues to refuse to execute the Settlement Agreement or otherwise refuses to abide by the terms of the agreement between the parties, including Mr. Wingo's agreement to keep certain matters confidential.

28. An injunction is necessary and/or proper pursuant to Alabama Code § 6-6-230, the inherent power of this Court, and this Court's statutory injunction authority.

29. The injunction should enforce and ensure the specific performance of the agreement between the parties, as set forth in the December 31, 2014 e-mail correspondence exchanged between counsel for SCS and counsel for Mr. Wingo.

30. The injury to SCS outweighs any harm injunctive relief may cause to Mr. Wingo.

REQUEST FOR RELIEF

In light of the actions by Mr. Wingo, SCS respectfully requests that this Court:

1. Enter a declaratory judgment declaring as valid and enforceable the parties' agreement, as set forth in the December 31, 2014 e-mail correspondence exchanged between counsel for SCS and counsel for Mr. Wingo;

2. Grant such injunctive relief, including a temporary restraining order, a preliminary injunction, and a permanent injunction, necessary to enforce and ensure the specific

performance of all terms of the parties' agreement, as set forth in the December 31, 2014 e-mail correspondence exchanged between counsel for SCS and counsel for Mr. Wingo; and

3. Grant such further relief, including costs, to which SCS may be entitled or which this Court may deem appropriate.

Dated: February 19, 2015

/s/ Lee M. Hollis
One of the Attorneys for SCS

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Please serve the Defendant via certified mail at the following address:

Brett J. Wingo

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