



IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

SOUTHERN COMPANY SERVICES, INC., }

Plaintiff, }

v. }

BRETT J. WINGO, }

Defendant. }

Case No. CV-15-900668-EAF

TEMPORARY RESTRAINING ORDER

This case is before the Court on the Motion for a Temporary Restraining Order, filed by Plaintiff Southern Company Services, Inc. (“SCS”) against Defendant Brett J. Wingo (“Wingo”).

Under Alabama law, a Plaintiff seeking a temporary restraining order (“TRO”) has the burden of demonstrating “(1) that without the TRO the Plaintiff would suffer immediate and irreparable injury; (2) that the Plaintiff has no adequate remedy at law; (3) that the Plaintiff has at least a reasonable chance of success on the ultimate merits of his case; and (4) that the hardship imposed on the Defendant by the TRO would not unreasonably outweigh the benefit accruing to the Plaintiff.” Lott v. Eastern Shore Christian Ctr., 908 So. 2d 922, 927 (Ala. 2005).

Following a hearing on this Motion and based on a review of the Complaint and the Affidavit of William H. King, III as well as the argument of counsel, the Court finds that each of the four requirements for a TRO is satisfied, and the Motion for a Temporary Restraining Order is due to be and is hereby **GRANTED**. Accordingly, the Court **ORDERS** as follows:

1. Mr. Wingo and all those acting in concert with him are hereby **ENJOINED** from disclosing to anyone, other than to counsel retained by Mr. Wingo for purposes of this case, (1) the terms and existence of any settlement that he has been offered by or has otherwise accepted from SCS or any of its affiliates, including, but not limited to, the Southern Company and

negotiations relating thereto; and (2) any information regarding SCS or its affiliates, including, but not limited to, the Southern Company, that Mr. Wingo acquired or to which Mr. Wingo had access during his employment with SCS.

2. Mr. Wingo shall not file a lawsuit against (1) SCS or any of its affiliates, including, but not limited to, the Southern Company or (2) any current or former director, officer, employee, or agent of SCS or any of its affiliates, including, but not limited to, the Southern Company while the Temporary Restraining Order remains in effect.

3. Nothing in the settlement agreement between SCS and Mr. Wingo prevents him from communicating with or reporting to the U.S. Securities and Exchange Commission regarding any possible violation of the securities laws, and on that account, nothing in this Order enjoins Mr. Wingo from doing the same.

4. This Order shall remain in effect and be binding on Mr. Wingo until March 26, 2015.

5. This case is **SET** for a preliminary injunction hearing on **March 26, 2015, at 2:15 p.m.**

DONE and ORDERED this 27th day of February, 2015.

/s/ Elisabeth A. French
ELISABETH A. FRENCH
CIRCUIT JUDGE