COUNTY AGENDA REQUEST

Department:	Commissioners	Presenter(s):	Commissioner Randy Ognio
Meeting Date:	Thursday, April 11, 2013	Type of Request:	New Business

Wording for the Agenda:

Commissioner Randy Ognio would like to discuss issues concerning former County Attorney Scott Bennett.

Background/History/Details:

Please refer to supporting documentation. The first investigation is comprised of pages 1 - 11 of the backup. The second investigation s comprised of pages 12 - 93 of the backup.

What action are you seeking from the Board of Commissioners?

Direction is sought by the Board.

If this item requires funding, please describe:

Not Applicable.

Has this request been considered within the past two years?	No	If so, when?	
Is Audio-Visual Equipment Required for this Request?*	No	Backup Provided with Request?	Yes

**** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

Approved by Finance		Reviewed by Legal	
Approved by Purchasing	Not Applicable	County Clerk's Approval	
Administrator's Approval			

Staff Notes:

Marshal Department
Fayette County
ADMINISTRATIVE COMPLAINT

LOCATION OF OCCURRENCE / ADDRESS	DATE/TIME REPORTED	CASE NO.
140,W STONEWALL AV,	01/04/2013 13:57	13-000176

CODE SECTION	CRIME	CLASSIFICATION	LOSS	RECOVERY
	LARCENY GOVERNMENT PROPERTY	LARCENY OFFENSE	0.00	0.00

FROM: DATE/TIME	TO: DATE/TIME	APPROVED	CASE STATUS
		NO	CLOSED

ADDITIONAL CATEGORIES
- [ ] ALCOHOL RELATED
- [ ] DRUGS INVOLVED
- [ ] SENIOR CITIZEN
- [ ] ARREST OCCURED
- [ ] TRAFFIC RELATED
- [ ] GROUP/GANG INVOLVED
- [ ] WEAPONS INVOLVED
- [ ] DOMESTIC VIOLENCE

ITEMS IN REPORT
- [x] SUPPLEMENT
- [ ] PICTURE/IMAGES
- [ ] FOLLOW UP
- [ ] PROPERTY/EVIDENCE

COPIES TO
- [ ] CHIEF
- [ ] DISTRICT ATTORNEY
- [ ] SOLICITOR GENERAL
- [ ] INSURANCE CLERK
- [ ] COUNTY ADMINISTRATOR

INV	NAME - LAST, FIRST, MIDDLE	SUFFIX	RACE	ETHNICITY	SEX	AGE	DOB	HT	WT	HAIR	EYE
INT	BASS MIKE		W		M						

SSN	DRIVER'S LIC. NO.	TYPE

ADDRESS TYPE	STREET NUMBER	STREET NAME	SUITE NUMBER	CITY	STATE	ZIP
Business	140	W. Stonewall Ave		Fayetteville	GA	30214

INV	NAME - LAST, FIRST, MIDDLE	SUFFIX	RACE	ETHNICITY	SEX	AGE	DOB	HT	WT	HAIR	EYE
sus	BENNETT SCOTT DAVID		W		M	44	[redacted]/1968				

SSN	DRIVER'S LIC. NO.	TYPE
[redacted]	051615388 GA	

ADDRESS TYPE	STREET NUMBER	STREET NAME	SUITE NUMBER	CITY	STATE	ZIP
Business	140	W. Stonewall Avenue	100	Fayetteville	GA	30214

INV	NAME - LAST, FIRST, MIDDLE	SUFFIX	RACE	ETHNICITY	SEX	AGE	DOB	HT	WT	HAIR	EYE
com	BROWN STEVE		W		M						

SSN	DRIVER'S LIC. NO.	TYPE

ADDRESS TYPE	STREET NUMBER	STREET NAME	SUITE NUMBER	CITY	STATE	ZIP
Business	140	W Stonewall Ave		Fayetteville	GA	30214

INV	NAME - LAST, FIRST, MIDDLE	SUFFIX	RACE	ETHNICITY	SEX	AGE	DOB	HT	WT	HAIR	EYE
wit	KRAKEEL JACK		W		M						

SSN	DRIVER'S LIC. NO.	TYPE
	GA	

ADDRESS TYPE	STREET NUMBER	STREET NAME	SUITE NUMBER	CITY	STATE	ZIP
Business	140	W. Stonewall Ave		FAYETTEVILLE	GA	30214

INV	NAME - LAST, FIRST, MIDDLE	SUFFIX	RACE	ETHNICITY	SEX	AGE	DOB	HT	WT	HAIR	EYE
INT	LEGAUX LARRY A	JR	B		M	33	[redacted]1979				

SSN	DRIVER'S LIC. NO.	TYPE
[redacted]	006966584 LA	

ADDRESS TYPE	STREET NUMBER	STREET NAME	SUITE NUMBER	CITY	STATE	ZIP
Business	140	W. Stonewall Ave		Fayetteville	GA	30214

INV	NAME - LAST, FIRST, MIDDLE	SUFFIX	RACE	ETHNICITY	SEX	AGE	DOB	HT	WT	HAIR	EYE
INT	PRINCE RUSSELL D		W		M	52	[redacted]1960				

SSN	DRIVER'S LIC. NO.	TYPE
	053823913 GA	

ADDRESS TYPE	STREET NUMBER	STREET NAME	SUITE NUMBER	CITY	STATE	ZIP
Business	140	W. STONEWALL AV		FAYETTEVILLE	GA	30214

INV	NAME - LAST, FIRST, MIDDLE	SUFFIX	RACE	ETHNICITY	SEX	AGE	DOB	HT	WT	HAIR	EYE
wit	WIEGELE JOSEPH THOMAS		W		M	55	[redacted]1957				

SSN	DRIVER'S LIC. NO.	TYPE
[redacted]	071751171 GA	

ADDRESS TYPE	STREET NUMBER	STREET NAME	SUITE NUMBER	CITY	STATE	ZIP
Business	140	W Stonewall Ave		Fayetteville	GA	30214

SYNOPSIS:

Admin Investigation

NARRATIVE:

I was assigned to investigate a possible theft of county owned property.

REPORTING OFFICER	REVIEWED BY	APPROVAL DATE AND TIME		
MILLER, LEMUEL				
SIGNATURES		PRINT DATE AND TIME	PRINTED BY	PAGE NO.
		04/03/2013 08:48	MILLER, LEMUEL	1 of 1

			CASE NO. 13-000176
LOCATION OF OCCURENCE / ADDRESS 140 W STONEWALL AV,		CAD NO.	DATE AND TIME REPORTED 01/04/2013 13:57
CODE SECTION	CRIME DESCRIPTION LARCENY GOVERNMENT PROPERTY	CLASSIFICATION LARCENY OFFENSE	REPORTING OFFICER MILLER, LEMUEL

SUPPLEMENT NARRATIVE

I was assigned to investigate a possible missing hard drive from the county owned computer used by former employee Scott Bennett. Mr. Bennett also has not turned in his county owned laptop computer.

I stood by while Mr. Floyd Jones with Fayette County Administration searched the vacated offices that were used by Mr. Bennett. He was unable to locate the missing laptop or hard drive.

I spoke with Mr. Joe Wiegele with Fayette County Information Systems (IS) Department and he stated that he installed a new hard drive in the computer and that there had not been a hard drive in the computer when he did the installation. He stated that the blue holder for the hard drive had been located in the computer, but that the holder was empty. He then advised that he still had the holder in his office. He retrieved the holder and turned it over to me.

I attempted to locate fingerprints on the inside of the computer tower and on the blue hard drive holder. I was able to obtain some partial prints from the blue holder. Both the hard drive holder and lifted prints have been secured into evidence.

I have spoken with Mr. Russell Prince, Mr. Joe Wiegele, Mr. Mike Bass and Mr. Larry Legaux, all with the IS Department and none of them recall having replaced a hard drive on Mr. Bennett's computer. They also advised that they do not remember hearing of anyone else replacing a hard drive on this computer either. Mr. Prince advised that it is highly unlikely that Mr. Bennett could have purchased his own hard drive and installed it himself. He would not be able to do this because he would not have the administrative privilege or passwords used to connect a new hard drive with the network. I also had Mr. Wiegele pull the repair work orders for Mr. Bennett's computer and he was only able to locate one work order. It was from October of 2010 and the work order was for repair to Mr. Bennett's computer because it had become infected with a virus. Mr. Prince stated that the hard drive had to be wiped clean and reloaded. He stated that there was no reason for the hard drive to be removed for this work to be done. Thus, it is highly doubtful that Mr. Bennett purchased his own hard drive and had it installed on the county's computer.

Marshal Department
Fayette County
Supplement Case Report

			CASE NO. 13-000176
LOCATION OF OCCURENCE / ADDRESS 140 W STONEWALL AV,		CAD NO.	DATE AND TIME REPORTED 01/04/2013 13:57
CODE SECTION	CRIME DESCRIPTION LARCENY GOVERNMENT PROPERTY	CLASSIFICATION LARCENY OFFENSE	REPORTING OFFICER MILLER, LEMUEL

SUPPLEMENT NARRATIVE

On my return to work on 01/08/2013 I spoke with Chief Marshal Collins. Chief Collins advised that Mr. Bennett had been given permission for his actions by then County Administrator Jack Krakeel. Chief Collins stated that Mr. Bennett had turned in the hard drive, laptop computer and other items in to him on 01/07/2013. See attached.

The findings of this investigation are that Mr. Bennett did remove the hard drive and have it cleaned of stored information. He held on to his laptop computer and had it cleaned of stored information also. However, he had permission from the County Administrator at the time. He has returned both the hard drive and lap top computer, so he is no longer in possession of county property. At this time, it appears no crime has been committed in reference to the theft of the computer hardware due to Mr. Bennett having permission to both remove and clean the hard drive, have the lap top cleaned and having returning both items. Case involving the missing hard drive and laptop is closed at this time. However, the matter involving the missing data will remain open.

			CASE NO. 13-000176
LOCATION OF OCCURENCE / ADDRESS 140 W STONEWALL AV,		CAD NO.	DATE AND TIME REPORTED 01/04/2013 13:57
CODE SECTION	CRIME DESCRIPTION LARCENY GOVERNMENT PROPERTY	CLASSIFICATION LARCENY OFFENSE	REPORTING OFFICER MILLER, LEMUEL

SUPPLEMENT NARRATIVE

In light of new information, this case has been reopened on 02/05/2013.

A review of the Organizational Chart for Fayette County in effect at the time of this incident shows that the former Fayette County Administrator, Mr. Jack Krakeel, did not have the authority to give his permission to Mr. Bennett to take or wipe clean any computer or hard drives in his possession.

A review of the Organizational Chart clearly shows that Mr. Bennett worked under and for the Board of Commissioners and not Mr. Krakeel. This fact was, or should have been, evident to Mr. Krakeel and Mr. Bennett at the time of the incident.

The Marshal's Office is now reviewing the applicable laws concerning the unauthorized taking of Fayette County Government property and the laws concerning possible Georgia Open Records violations.

Marshal Department
Fayette County
Supplement Case Report

			CASE NO. 13-000176
LOCATION OF OCCURENCE / ADDRESS 140 W STONEWALL AV,		CAD NO.	DATE AND TIME REPORTED 01/04/2013 13:57
CODE SECTION	CRIME DESCRIPTION LARCENY GOVERNMENT PROPERTY	CLASSIFICATION LARCENY OFFENSE	REPORTING OFFICER MILLER, LEMUEL

SUPPLEMENT NARRATIVE

After an extensive review of the 2012 Georgia Open Records Act, it's this department's determination that Mr. Bennett may have violated O.C.G.A. 50-18-74 which states "Any person or entity knowingly and willfully violating the provisions of this article... by knowingly and willingly frustrating or attempting to frustrate the access to records by intentionally making records difficult to obtain or review shall be guilty of a misdemeanor."

Because no further information has come to light at this point the investigation is closed pending review by the Fayette County Board of Commissioners, Fayette County Administrator, and Fayette County Attorney for their recommendation on how to proceed with this case.

Virus On PC
Request ID : 6727

Status **: Closed**
Priority **: Normal**

Requested by **Brian Bowie** on Oct 12, 2010 11:38 AM **Due Date : Nov 1, 2010 11:38 AM**

Subject

Virus On PC

Description

Scott Bennett's PC is infected with some type of redirect virus.

Requester Conversations

From : **System** On : **Oct 12, 2010 11:38 AM**

To : bbowie@fayettecountyga.gov

Summary

Your request has been logged with request id ##6727#

Description

Dear Brian Bowie,

This is an acknowledgement mail for your request. Your request has been created with id 6727. The title of the request is : Virus On PC. You can check the status of your request by logging into ServiceDesk Plus. http://fcservicedesk
Submitted On: 12-Oct-2010 11:38
Due Date Is:Â Â 01-Nov-2010 11:38

Please get back to us for any further clarifications.

regards,
Information Systems,

From : **System** On : **Oct 18, 2010 03:21 PM**

To : bbowie@fayettecountyga.gov

Summary

Request : ##6727## raised by you was closed

Description

Dear Brian Bowie,

Request raised by you was closed. The title of the request is :

Virus On PC

Resolution is : Virus could not be cleaned.....PC was reloaded.

Complete details of the request can be looked at http://fcservicedesk:80/WorkOrder.do?woMode=viewWO&woID=6727

regards,
Information Systems

Request Details

Status	Closed	**Mode**	Web Form
Priority	Normal	**Level**	Standard Service
Group	Not Assigned	**Technician**	Brian Bowie
Site	Information Systems	**Category**	Software
Subcategory	Adware / Virus	**Item**	Not Assigned
User Name	Scott Bennett	**User Phone Number**	5359
User Dept. / Division	Administration	**Asset**	-
Created By	Brian Bowie	**Department**	Information Systems
SLA	Normal SLA	**Template**	Default Request
Created Date	Oct 12, 2010 11:38 AM	**DueBy Date**	Nov 1, 2010 11:38 AM
Completed Date	Oct 18, 2010 03:21 PM	**Responded Date**	Oct 12, 2010 11:38 AM
Time Spent	39hrs 42min	**Response DueBy Time**	-
Request Closure Code	Not Assigned	**Request Closure Comments**	-

Request Closure Details

Closed without requester's acknowledgement

Comments
N/A

Requester Details

Requester Name	Brian Bowie	**E-mail Address**	_
Contact number	-	**Mobile number**	-
Department	-	**User Name**	-
Has Computer Needs	-		

Discussion Notes [2 note(s)]

User: **Brian Bowie** PrivateOct 13, 2010 10:45 AM
PC has been reloaded.

User: **Brian Bowie** PrivateOct 12, 2010 11:57 AM

I have tried to clean the virus but have been unsucessful. There's alot of info on the net about redirect viruses but it's pretty vague when you don't even know which one you have. Scott's PC has not divulged that info. I have ran a bunch of spyware/malware utilities (Spybot, Malwarebytes, Combofix, etc.) but none have

fixed the problem. I have checked the usual places (host file, startup, registry, etc.) and can't find any trace of a problem. It looks like the only way we're going to be able to get rid of it is to wipe his PC clean and reload.

Time Elapsed

Technician	Description	Executed Time	Time Elapsed	Charges ($)
No worklog present for this request				

Resolution

Resolution submitted by : **Brian Bowie**

Virus could not be cleaned.....PC was reloaded.

Request History

Created by Brian Bowie on Oct 12, 2010 11:38 AM

Operation : CREATE , Performed by : Brian Bowie

Updated by Brian Bowie on Oct 12, 2010 11:39 AM

Request Updated by : Brian Bowie
Technician changed from None to Mary Gault
Time of technician assignment changed from Oct 12, 2010 11:38 AM to Oct 12, 2010 11:39 AM

Updated by Mary Gault on Oct 12, 2010 11:41 AM

Request Updated by : Mary Gault
Technician changed from Mary Gault to Brian Bowie
Time of technician assignment changed from Oct 12, 2010 11:39 AM to Oct 12, 2010 11:41 AM

Note Created by Brian Bowie on Oct 12, 2010 11:57 AM

Operation : CREATE , Performed by : Brian Bowie
NOTE I have tried to clean the virus but have been unsucessful. There's alot of info on the net about redirect viruses but it's pretty vague when you don't even know which one you have. Scott's PC has not divulged that info. I have ran a bunch of spyware/malware utilities (Spybot, Malwarebytes, Combofix, etc.) but none have fixed the problem. I have checked the usual places (host file, startup, registry, etc.) and can't find any trace of a problem. It looks like the only way we're going to be able to get rid of it is to wipe his PC clean and reload.

Note Created by Brian Bowie on Oct 13, 2010 10:45 AM

Operation : CREATE , Performed by : Brian Bowie
NOTE PC has been reloaded.

Resolution added by Brian Bowie on Oct 18, 2010 03:21 PM

Click here to compare the resolution

Updated by Brian Bowie on Oct 18, 2010 03:21 PM

Request Updated by : Brian Bowie

Closed by Brian Bowie on Oct 18, 2010 03:21 PM

Operation : CLOSE , Performed by : Brian Bowie

FAYETTE COUNTY
MARSHAL'S OFFICE

MEMORANDUM

DATE: **1-7-13**

FROM: **Ed Collins**

REF: **Return of Fayette County Property**

On this date Mr. Scott Bennett returned the following property:

One Dell laptop computer service tag # 59LG1F1 serial # 11464127533

One Black canvass computer bag

One Dell Computer Charger

One Schlage Door Key #55845

One Seagate 160 GB Hard Drive

Edward A. Collins
Chief Marshal
Fayette County

Fayette County
GEORGIA

Where Quality Is A Lifestyle

FCMO # 13-000176

On 02-04-2013 do to new information concerning the taking of the hard drive and laptop computer by Mr. Scott Bennett, the investigation to the unauthorized taking of the computer hardware has been reopened.

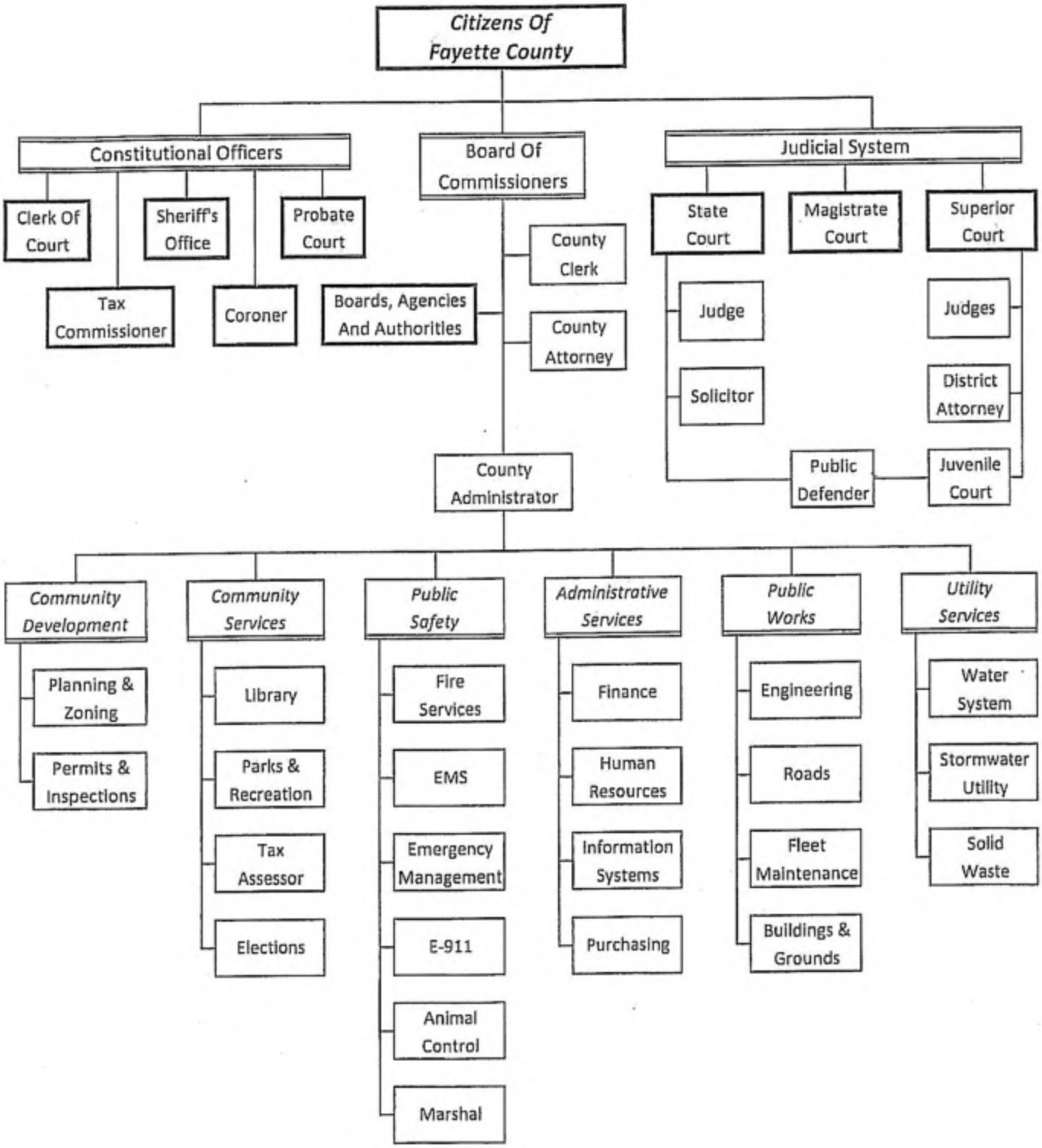
A review of the Organizational Chart for Fayette County in effect at the time of this incident shows that the former Fayette County Administrator, Mr. Jack Krakeel did not have the authority to give his permission to Mr. Bennett to take or wipe clean any computer or hard drives in his possession.

A review of the Organizational Chart clearly shows that Mr. Bennett worked under and for the Board of Commissioners and not Mr. Krakeel. This fact was or should have been evident to Mr. Krakeel and Mr. Bennett at the time of the incident.

This office is now reviewing the applicable laws concerning the unauthorized taking of Fayette County Government property and the laws concerning possible Georgia Open Records violations.

Edward A. Collins
Chief Marshal
Fayette County, Ga.

Fayette County, Georgia
Organizational Chart



Fayette County Marshal's Office
Investigative Report

Date: 03/06/2013

Case #: 13-001189

Narrative

Between the dates of 11/12/2007 and 11/11/2010 Mr. Scott Bennett was under contract with Fayette County. The contracts during these dates stated that at no time was Mr. Bennett allowed to engage in the "practice of law" outside the scope of his employment with Fayette County. The "practice of law" as defined by the State of Georgia (O.C.G.A. 15-19-50) is defined as "(1) Representing litigants in court and preparing pleadings and other papers incident to any action or special proceedings in any court or other judicial body; (2) Conveyancing; (3) The preparation of legal instruments of all kinds whereby a legal right is secured; (4) The rendering of opinions as to the validity or invalidity of titles to real or personal property; (5) The giving of any legal advice; and (6) Any action taken for others in any matter connected with the law." Using this definition, Mr. Bennett did appear to violate his contract by engaging in the practice of law during the contract period that forbids this.

Witness List:

- **Wayne Kendall**, Original Complainant :
  Made initial email to Chief Collins and Mr. Brown in reference to Mr. Bennett possibly practicing law outside the scope of his employment with Fayette County, in violation to his contract. Provided case numbers of possible cases with dates during the period of time Mr. Bennett was employed with Fayette County. (Exhibits 1, 2, 3)

- **Chief Ed Collins**, Chief Marshal for Fayette County Marshal's Office:
  Received initial email from Mr. Kendall, assigned investigation. (FCMO case report page 1) (Exhibits 1, 2, 3)

- **Steve Brown**, Chairman of the Board for Fayette County B. O. C.:
  Received email concerning Mr. Kendall's concerns, asked Marshal's Office to investigate possible contract violation.

- **Jack Krakeel**, Former County Administrator:
  Did not recall giving Mr. Bennett any written consent to practice law outside the scope of his employment. Stated Mr. Bennett might have spoken with the Chairman (former county commission chairman Jack Smith) about this type of work. (FCMO case report p. 2)

- **Jack Smith**, Former Chairman for the Fayette County B.O.C.:
  Thought he remembered giving Mr. Bennett an exemption to the contract which allowed him to continue working on any cases he already had open. Believed he also remembered giving him permission to assist a county on the other side of Atlanta, but cannot remember which county. Did not remember any written permission ever being given. Does not believe there would be a written record of the permission because the permission would have taken place in executive session and no minutes are kept during that time. (FCMO case report p. 3)

- **Terry Collier**, employee with Henry County Court Clerk's Office:
  Assisted in locating copies of cases that Mr. Bennett worked on during the time period in question. (FCMO case report p. 4) (Exhibits 9, 10, 11, 12)

- **Martha Harden**, employee with Henry County Clerk's Office:
  Assisted in locating copies of cases that Mr. Bennett worked on during the time period in question. (FCMO case report p. 4) (Exhibits 9, 10, 11, 12)

- **Jane James**, employee with Henry County Clerk's Office:
  Assisted in locating copies of cases that Mr. Bennett worked on during the time period in question. (FCMO case report p. 4) (Exhibits 9, 10, 11, 12)

- **LaTonya Nix Wiley**, County Attorney for Henry County:
  Worked on a case with Mr. Bennett during the time period in question. Provided a copy of an Order for Dismissal on which she had made a note that Mr. Bennett was a "No Show" for court. (FCMO case report p. 4) (Exhibit 13) Advised that she had sent things to Mr. Bennett at the Fayette County email and physical address. (FCMO case report p. 6)

- **Denise McCart**, employee with Henry County Clerk's Office:
  Provided copies of items where Mr. Bennett had received mail for a case that was outside the scope of his employment with Fayette County during the time period in question. (FCMO case report p. 5, 6) (Exhibits 14, 15, 16, 17)

- **Russell Prince**, Director of Fayette County Information Systems:
  Searched the Fayette County email archives to attempt to find any emails sent from Ms. Wiley to Mr. Bennett's Fayette County email. (FCMO case report p. 6)

- **Lewis Patterson**, Director of Fayette County Human Resources:
  Provided copies of Mr. Bennett's tax withholding forms for an example of known signatures from Mr. Bennett. (FCMO case report p. 1) (Exhibit 8)

Timeline of Case:

01/15/213	Chief Collins received email complaint from Mr. Kendall.
01/17/2013	Chief Collins received request by Mr. Brown to investigate Mr. Kendall's claims of Mr. Bennett working on cases outside the scope of his employment with Fayette County.
01/22/2013	Chief Collins assigned Inv. Lem Miller, of the Fayette County Marshal's Office, to investigate the complaint.
	Inv. Miller went to Henry County Court Clerk's Office and obtained certified copies of four (4) civil cases filed in Henry County during the times in question. Three (3) of these cases have Mr. Bennett's Signature while the fourth has his name, signed by Ms. Wiley with his permission. (FCMO case report page 1)
01/23/2013	Inv. Miller obtained copies of Mr. Bennett's tax withholding forms containing Mr. Bennett's known signature. (FCMO case report p. 1)
01/24/2013	Inv. Miller searched for cases in surrounding counties (Fulton, Henry, Fayette, and Clayton) with negative results. (FCMO case report p. 1)
	Inv. Miller contacted U.S. District Court to check on cost of copies of cases. They advised it would be just under $100.00 for the copies of the cases. Chief Collins decided to wait for further advisement before obtaining these copies.
01/25/2013	Inv. Miller spoke with Mr. Jack Krakeel, former Fayette County Administrator, via telephone to determine if Mr. Bennett had been given written permission for his work done outside the scope of his employment. Mr. Krakeel did not remember ever giving written permission. (FCMO case report p. 2)
	Inv. Miller spoke with Mr. Jack Smith, former Chairman of the Board of the Fayette County Board of Commissioners, via telephone. He advised that he though he remembered giving Mr. Bennett permission to continue working on any open cases, but does not remember that permission being in writing. He also stated that he believed any permission would have been given in Executive Session in which no minutes were kept. (FCMO case report p.3)

01/29/2013 Inv. Miller spoke with Mr. Scott Bennett via telephone and asked if Mr. Bennett had any written permission to practice law outside his scope of employment with Fayette County. Mr. Bennett declined to comment. (FCMO case report p. 3)

Mr. Bennett filed an Open Records Request with the Marshal's Office.

01/30/2013 Open Records Request forwarded to Mr. Stough at Mr. Dennis Davenport's office per his instructions.

02/26/2013 Inv. Miller went back to Henry County to check and see if Mr. Bennett ever made a physical appearance on any of the cases during the time in question. According to the Henry County Court Clerk's Office Mr. Bennett did not appear in two (2) of the cases. In the other case, 10-CV-2752-WC, Mr. Bennett did appear in court, but it was on 10/11/2011. This date was after the time in question. One of the cases, 09-CV-0507-M, the Court Clerk's Office employee recommended Inv. Miller meet with Ms. Wiley for further information because they were not sure if Mr. Bennett ever appeared in that one or not. (FCMO case report p. 4)

Inv. Miller met with Ms. LaTonya Nix Wiley, Henry County Attorney, at her office in reference to case number 09-CV-0507-M. Ms. Wiley advised that she did not remember Mr. Bennett ever appearing in court. She found a copy of the Order of Dismissal and had a hand written note that he was a "No Show." She provided me a copy of this. She also said that when she would send correspondence to Mr. Bennett, that they went to his Fayette County email or the Fayette County physical address of 140 W Stonewall Ave. (FCMO case report p. 4)

02/27/2013 Inv. Miller asked Mr. Russell Prince, Fayette County Information Systems, if he could check the Fayette County email archives for any emails received by Mr. Bennett from Ms. Wiley between the dates of the case (01/13/2009 and 05/20/2010). Mr. Prince advised that he did not think the archives went back that far, but he would check. (FCMO case report p.6)

Inv. Miller left a message for Ms. Wiley asking that she contact him at the Marshal's Office in reference finding out if she had copies of any mail or emails sent to Fayette county email or physical address.

02/28/2013 Inv. Miller left another message for Ms. Wiley to contact him at the Marshal's office.

03/01/2013 Inv. Miller left another message for Ms. Wiley to contact him at the Marshal's Office.

Inv. Miller received an email from Mr. Prince advising that he was unable to locate any emails between Mr. Bennett and Ms. Wiley during the time frame. (FCMO case report p.6)

03/05/2013 Inv. Miller left another message for Ms. Wiley. She returned the call and Inv. Miller asked if she had any copies of any mail or emails that she had sent to Mr. Bennett at the Fayette County email or physical address. She stated that any copies would be kept at the court house. She then advised that she did not wish to be called as a witness for any type of court proceedings against Mr. Bennett. (FCMO case report p. 6)

Inv. Miller spoke to Ms. Denise McCart, employee with the Court Clerk's Office, and asked for copies of anything showing that Mr. Bennett was sent to Mr. Bennett's Fayette County email address or physical address of 140 W Stonewall Ave. She was able to locate several pages that were mailed, but stated that they did not have any emails. (FCMO case report p. 6)

Inv. Miller went to Henry County Court Clerk's Office and retrieved several copies of items that had been mailed to Mr. Bennett at the 140 W Stonewall Ave address. (FCMO case report p. 6)

Synopsis:

Due to the above information derived from the investigation. According to the definition of "Practice of Law" as it is defined by the State of Georgia; it appears that Mr. Bennett did participate in the "practice of law" outside the scope of employment with Fayette County. This occurred by him filing papers in the following civil cases:

- 08-CV-0257-W	Estasia Lee Bennett v. Aetna Life Insurance Co
- 09-CV-0150-A	Cagle Homes LLC v. Henry County Board of Tax Assessors
- 09-CV-0507-M	MC Land Investments v. Henry County Board of Tax Assessors
-10-CV-2752-WC	J.M.C. Homes Inc. and J. Matthew Cagle v. Juliando Carpet Supply Inc., Juliano Mehio, ASMA Mehio and Charterbank a/k/a Neighborhood Community Bank

The investigation and interviews have turned up no proof of any "written" permission for his participation in these cases, as is necessary according to Mr. Bennett's contracts dating from 11/12/2007 to 11/11/2010. In conclusion, it does appear that Mr. Bennett did violate his contract with Fayette County by practicing law outside the scope of his employment with Fayette County during these dates.
Please see attached documentation.

Marshal Department
Fayette County
ADMINISTRATIVE COMPLAINT

LOCATION OF OCCURRENCE / ADDRESS	DATE/TIME REPORTED	CASE NO.
140,W STONEWALL AV,	01/23/2013 11:07	13-001189

CODE SECTION	CRIME	CLASSIFICATION	LOSS	RECOVERY
	ALL OTHER NOT CRIMINAL/TRAFFIC	ALL OTHER	0.00	0.00

FROM: DATE/TIME	TO: DATE/TIME	APPROVED	CASE STATUS
		NO	CLOSED

ADDITIONAL CATEGORIES

- [ ] ALCOHOL RELATED
- [ ] DRUGS INVOLVED
- [ ] SENIOR CITIZEN
- [ ] ARREST OCCURED
- [ ] TRAFFIC RELATED
- [ ] GROUP/GANG INVOLVED
- [ ] WEAPONS INVOLVED
- [ ] DOMESTIC VIOLENCE

ITEMS IN REPORT

- [x] SUPPLEMENT
- [ ] PICTURE/IMAGES
- [ ] FOLLOW UP
- [ ] PROPERTY/EVIDENCE

COPIES TO

- [ ] CHIEF
- [ ] DISTRICT ATTORNEY
- [ ] SOLICITOR GENERAL
- [ ] INSURANCE CLERK
- [ ] COUNTY ADMINISTRATOR

INV	NAME - LAST, FIRST, MIDDLE	SUFFIX	RACE	ETHNICITY	SEX	AGE	DOB	HT	WT	HAIR	EYE
sus	BENNETT SCOTT DAVID		W		M	44	[redacted]/1968				

SSN	DRIVER'S LIC. NO.	TYPE
[redacted]	051615388 GA	

ADDRESS TYPE	STREET NUMBER	STREET NAME	SUITE NUMBER	CITY	STATE	ZIP
Business	140	W. Stonewall Avenue	100	Fayetteville	GA	30214

INV	NAME - LAST, FIRST, MIDDLE	SUFFIX	RACE	ETHNICITY	SEX	AGE	DOB	HT	WT	HAIR	EYE
com	BROWN STEVE		W		M						

SSN	DRIVER'S LIC. NO.	TYPE

ADDRESS TYPE	STREET NUMBER	STREET NAME	SUITE NUMBER	CITY	STATE	ZIP
Business	140	W Stonewall Ave		Fayetteville	GA	30214

SYNOPSIS:

Admin Complaint

NARRATIVE:

I was assigned to investigate an administrative complaint.

REPORTING OFFICER	REVIEWED BY	APPROVAL DATE AND TIME
MILLER, LEMUEL		

SIGNATURES	PRINT DATE AND TIME	PRINTED BY	PAGE NO.
	03/06/2013 15:43	MILLER, LEMUEL	1 of 1

			CASE NO. 13-001189
LOCATION OF OCCURENCE / ADDRESS 140 W STONEWALL AV,		CAD NO.	DATE AND TIME REPORTED 01/23/2013 11:07
CODE SECTION	CRIME DESCRIPTION ALL OTHER NOT CRIMINAL/TRAFFIC	CLASSIFICATION ALL OTHER	REPORTING OFFICER MILLER, LEMUEL

SUPPLEMENT NARRATIVE

I was assigned to investigate an administrative complaint in reference to a possible contract violation by former county attorney Scott Bennett. It is reported that Mr. Bennett was under contract with Fayette County and violated the terms of his contract by practicing law outside the scope of his employment.

I was provided copies of three contracts for Mr. Bennett. The first began on 11/12/2007 and was set to end on 11/11/2010. In Section 3 titled Duties: "... At no time during the term of this Agreement, without the expressed written permission and consent of Employer, shall Employee be entitled to engage in the "practice of law" outside the scope of his employment with Employer."

The second contract began on 11/20/2008 and was set to end on 11/19/2010. It also contained the same verbiage in Section 3.

The third contract began on 11/20/2010 and was set to end on 11/20/2013. This contract also had a Section 3 for Duties, however, the part about not practicing law outside the scope of his employment was removed.

I was provided with case numbers that were made in Henry County Georgia during the time frame of the first two contracts in which it was believed that Mr. Bennett participated in some form of practicing law in which Fayette County was not a party. The case numbers for these are SUCV2008000257, SUCV2009000150, SUCV2010002752 and SUCV2009000507.

On 01/22/2013 I went to Henry County Superior Court Clerk's Office and obtained copies of the parts of these cases where Mr. Bennett appears to have participated.

On 01/23/2013 I went to Fayette County Human Resources and requested copies of documents bearing Mr. Bennett's signature. I obtained copies of Mr. Bennett's signature on some tax forms provided by Mr. Lewis Patterson with Fayette County Human Resources.

On 01/24/2013 I attempted to do a search of the web pages for the Court Clerk's Offices for Fayette, Coweta, Clayton, and Fulton counties to see if I could search for an attorney's actions or filings by name. I was unable to locate any way to perform a search for all actions by an attorney using the web sites. I contacted Fayette, Coweta, and Clayton Court Clerk's offices by phone and was advised by all them that there was not a way to search for attorney only. I attempted to contact Fulton County and all numbers I tried only had automated answering with no option to reach a person.

SUPPLEMENT NARRATIVE

O.C.G.A. 15-19-50 defines "Practice of Law" as:
"(1) Representing litigants in court and preparing pleadings and other papers incident to any action or special proceedings in any court or other judicial body;
(2) Conveyancing;
(3) The Preparation of legal instruments of all kinds whereby legal right is secured;
(4) The rendering of opinions as to the validity or invalidity of titles to real or personal property;
(5) the giving of any legal advice; and
(6) Any action taken for others in any matter connected with the law"

Mr. Bennett did participate in the "practice of law", as defined in O.C.G.A. 15-19-50, while under contract with Fayette County in which the contract forbid him from practicing law without express written consent from "Employer" who is defined in the contracts as "Fayette County, a political subdivision of the State of Georgia."

The dates for the contracts which forbid him from practicing law began on 11/12/2007 with the first contract and ended on 11/20/2012 with the beginning of the third contract which no longer included this restriction.

Mr. Bennett did file papers in Henry County for excluded parties:
-01/15/2008 08-CV-0257-W Estasia Lee Bennett v. Aetna Life Insurance Co. where Mr. Bennett is listed as Attorney for Plaintiff on a Complaint for Damages case
- 04/15/2009 09-CV-150-A Cagle Homes LLC v. Henry County Board of Tax Assessors where Mr. Bennett is listed as Attorney for Plaintiff on a Joint Motion for Continuance. It should be noted that Mr. Bennett's signature does not match his other signatures, but does have his name written on the line for Attorney for Plaintiff and "with express written permission" and a signature that appears to match LaTonya Nix Wiles, Attorney for Defendant. It seems as though Mr. Wiles signed Mr. Bennett's name with his permission.
-02/18/2010 09-CV-0507-M MC Land Investments v. Henry County Tax Assessors where Mr. Bennett is listed as Attorney for MC Land Investments, LLC on an Entry of Appearance form
-07/28/2010 10-CV-2752-WC J.M.C. Homes, Inc. and J. Matthew Cagle v. Juliano Carpet Supply, Inc. Juliano Mehio, ASMA Mehio, and Charterbank a/k/a Neighborhood Community Bank where Mr. Bennett submitted a Verified Complaint, Request for Declaratory Judgment, and Request for Preliminary and Permanent Injunctive Relief.

Mr. Bennett's signature on 3 of the 4 above listed actions seem to match his signature that appear on his three contracts as well as his signatures which appear on the copies of his tax forms I obtained from Fayette County Human Resources. The one case in which Mr. Bennett's signature does not match, out beside his signature is where Ms. LaTonya Nix Wiley wrote that she had written permission to sign for Mr. Bennett.

On 01/25/2013 I spoke with Mr. Jack Krakeel via telephone. He stated that he does not recall ever giving Mr. Bennett any written consent to practice law outside the scope of his employment. He did state that he might have spoken with the Chairman (Commission Chairman Jack Smith) about it. Mr. Krakeel also advised that he believed that toward the end of Mr. Bennett's employment with Fayette

County, he thinks he remembered Mr. Bennett doing some pro-bono work and possibly working on something during his vacation time.

On 01/25/2013 I spoke with Mr. Jack Smith via telephone. He stated that he believes he remembered the Board giving Mr. Bennett an exemption to the contract which would allow him to continue working on any cases he already had open. However, he has no idea if it was ever in writing or not. He also stated that he believes that Mr. Bennett received permission to assist a county on the other side of Atlanta in some consulting work, but he cannot remember the name of the county. He also advised that he cannot recall if the permission was in written form. I asked him if he knew where a copy of any written consent would be kept and he stated that he did not. He did advise that any discussion in these matters would have taken place in executive session, and that there were no minutes kept during executive session.

On 01/29/2013 I spoke with Mr. Bennett. I advised him that I was investigating a possible contract violation in reference to him possibly practicing law outside the scope of his employment with Fayette County. I stated that, per his contracts between 2007 and 2010, he was supposed to have written permission to practice law outside his scope of his employment with Fayette County. I asked him if he had any copies of any such written permission. Mr. Bennett declined to comment on this matter.

It is my conclusion that Mr. Bennett did practice law outside the scope of his employment with Fayette County. I was unable to locate any type of written permission that granted him permission to do this. However, I was unable to locate any evidence to criminal activity. Breech of contract is a civil matter and if further action is desired, it should be taken up with the County Attorney as a civil action.

			CASE NO. 13-001189
LOCATION OF OCCURENCE / ADDRESS 140 W STONEWALL AV,		CAD NO.	DATE AND TIME REPORTED 01/23/2013 11:07
CODE SECTION	CRIME DESCRIPTION ALL OTHER NOT CRIMINAL/TRAFFIC	CLASSIFICATION ALL OTHER	REPORTING OFFICER MILLER, LEMUEL

SUPPLEMENT NARRATIVE

I was requested to go back to Henry County and check the case files on the before mentioned cases to see if Mr. Bennett ever made physical appearance on any of those cases.

I met with Ms. Jane James, Ms. Martha Harden, and Ms. Terry Collier, all with the Henry County Court Clerk's Office. We searched the files and located 3 case files that contained the following information.

10-CV-2752-WC - Mr. Bennett did appear in court. However, it was on 10/11/2011, which was after the contracts forbid him from practicing law outside the scope of his employment. This part of the contract was taken out of the contract that began on 11/20/2010.

09-CV-150-A - There was no proof that Mr. Bennett ever made a personal appearance in Henry County.

08-CV-0257-W - There is no proof that Mr. Bennett ever made a personal appearance in Henry County.

They were unable to locate a hard copy of the fourth case. They advised that Ms. Latonya Nix Wiley was the opposing council and I should contact her in reference to finding out if Mr. Bennett ever appeared in Henry County in reference to this case.

I met with Ms. Latonya Nix Wiley, County Attorney for Henry County and opposing council at her office for the remaining case, number 09-CV-0507-M. She advised that she did not remember Mr. Bennett ever appearing in Henry County for any action pertaining to this case. She then pulled her copy of the case file and it included a hand written note on the Order of Dismissal that Mr. Bennett did not attend. She provided me a copy of this order. She did state that she remembered that when she would send correspondence to Mr. Bennett that she sent them through the Fayette County email or addressed to the 140 W Stonewall address.

			CASE NO. 13-001189
LOCATION OF OCCURENCE / ADDRESS 140 W STONEWALL AV,		CAD NO.	DATE AND TIME REPORTED 01/23/2013 11:07
CODE SECTION	CRIME DESCRIPTION ALL OTHER NOT CRIMINAL/TRAFFIC	CLASSIFICATION ALL OTHER	REPORTING OFFICER MILLER, LEMUEL

SUPPLEMENT NARRATIVE

On 02/27/2013 I asked Mr. Russell Prince to check the Fayette County email archives to see if he could locate any emails from Ms. Wiley to Mr. Bennett for the dates of 01/13/2009 through 05/20/2010. These are the dates on the case Ms. Wiley spoke with me about. He stated that he did not believe they would be saved that far back, but he would check.

On 03/01/2013 I received an email from Mr. Prince that stated he was unable to locate any emails between Ms. Wiley and Mr. Bennett during the time frame requested.

After leaving several messages, I was able to speak with Ms. Wiley again. I asked her if she had copies of any correspondence between herself and Mr. Bennett, either through email or regular mail, that she sent to him at the Fayette County email or mailing addresses. She stated that she used the address provided to her by Mr. Bennett and that any information on these correspondence would be on file at the court house. She went on to state that she did not wish to be called as a witness against Mr. Bennett. I told her that I understood and asked her if she remembered sending him anything through the mail or email. She again stated that any information would be at the court house and if she mailed anything to him there should be a certificate of service on file there.

The last time I was at the Henry County Court Clerk's Office, they stated that they were unable to locate this particular case. I called the Court Clerk's Office back and spoke with Ms. Denise McCart. She was able to pull this file up electronically. She advised that there were several certificates of service that went to a PO Box address in McDonough. However, there were also a couple that went to 140 W Stonewall Ave mailing address. I requested copies of these certificates and will go by this afternoon to pick them up.

			CASE NO. 13-001189
LOCATION OF OCCURENCE / ADDRESS 140 W STONEWALL AV,		CAD NO.	DATE AND TIME REPORTED 01/23/2013 11:07
CODE SECTION	CRIME DESCRIPTION ALL OTHER NOT CRIMINAL/TRAFFIC	CLASSIFICATION ALL OTHER	REPORTING OFFICER MILLER, LEMUEL

SUPPLEMENT NARRATIVE

On 03/05/2013 I went back to Henry County Court Clerk's Office and I met with Ms. Denise McCart. She provided me copies of two Certificates of Service (both dated 07/02/2009) showing an address of 140 W Stonewall Ave, one letter (dated 06/22/2009) addressed to Mr. Bennett and sent to 140 W Stonewall, and an additional copy of the Joint Motion for Continuance that I had received earlier.

All copies were dated during the time period of Mr. Bennett's contracts which forbid him for practicing law outside the scope of his employment with Fayette County.

			CASE NO. 13-001189
LOCATION OF OCCURENCE / ADDRESS 140 W STONEWALL AV,		CAD NO	DATE AND TIME REPORTED 01/23/2013 11:07
CODE SECTION	CRIME DESCRIPTION ALL OTHER NOT CRIMINAL/TRAFFIC	CLASSIFICATION ALL OTHER	REPORTING OFFICER MILLER, LEMUEL

SUPPLEMENT NARRATIVE

I was asked to check with previous county commissioners Eric Maxwell, Lee Hearn, Robert Horgan and Herb Frady to see if any of them remember giving Mr. Bennett permission to practice law outside the scope of his employment with Fayette County.

I spoke with Mr. Horgan on 03/19/2013 at about 15:50 hours via telephone. I asked him if he remembered giving, or any other commissioner giving, Mr. Bennett permission to practice law outside the scope of his employment with Fayette County. He advised that he believed that it was understood when Mr. Bennett was hired that he could. He also advised that he did not remember anything saying that he couldn't. He stated that he remembered Mr. Bennett having several things that he had been previously involved in when he was hired. Mr. Horgan stated that Mr. Bennett just needed to make sure that there was not a conflict of interest.

I left voice mail messages for Mr. Hearn, Mr. Maxwell and Mr. Frady on 03/19/2013 all at about 15:40 hours to 15:50 hours.

On 03/19/2013 at about 16:25 hours I received a return call from Mr. Maxwell. When I asked him about him or any other commissioners giving permission to Mr. Bennett to practice law outside of his scope of employment with Fayette County, he asked if he was required to answer that question. I told him that he was not required to answer it and at that point, he declined to comment. He did state that if we obtained a subpoena that required him to answer it, he would be willing to at that time. But not without an order from the court.

On 03/19/2013 at about 18:16 hours I spoke with Mr. Hearn. I asked him if he remembered personally giving, or any other commissioner giving, Mr. Bennett permission to practice law outside the scope of his employment with Fayette County. He stated that he did not remember any discussions along those lines. He then stated that he had heard that Mr. Bennett did have some clients during this time and he had also heard that Mr. Bennett's contract did not allow this. He asked how many clients Mr. Bennett had and I advised that it was an ongoing investigation and that I could not answer that question. I did advise him that he could fill out an Open Records Request if he desired. Then Mr. Hearn stated that he remembered Mr. Bennett having to work after normal business hours for meetings and other things and that Mr. Bennett might have taken some comp time. He also added that he did not remember ever giving him permission, but if Mr. Bennett would have asked, then he probably would have given him permission.

On 03/20/2013 I spoke with Mr. Frady. I asked him if he remembered personally giving, or any other commissioner giving, Mr. Bennett permission to practice law outside the scope of his employment with Fayette County. He stated that he did not remember giving permission and stated that he did not believe that Mr. Bennett had done this. Mr. Frady said that I should check with former County Administrator Jack Krakeel because he believed Mr. Krakeel would have been the one to give Mr. Bennett that permission.

After speaking with these former county commissioners, it appears that Mr. Scott Bennett never obtained written permission to practice law outside the scope of his employment with Fayette

			CASE NO. 13-001189
LOCATION OF OCCURENCE / ADDRESS 140 W STONEWALL AV,		CAD NO.	DATE AND TIME REPORTED 01/23/2013 11:07
CODE SECTION	CRIME DESCRIPTION ALL OTHER NOT CRIMINAL/TRAFFIC	CLASSIFICATION ALL OTHER	REPORTING OFFICER MILLER, LEMUEL

SUPPLEMENT NARRATIVE

County, which was required in his two contracts that ran between 11/12/2007 and 11/11/2010. Thus this investigation of Mr. Bennett practicing law outside the scope of his employment with Fayette County is closed and forwarded to the Fayette County Board of Commissioners, the Fayette County Administrator and the Fayette County Attorney.

Fayette County
GEORGIA
Where Quality Is A Lifestyle

Marshal's Department

Edward A. Collins, Chief Marshal

MEMORANDUM

FILE

To: Mr. Steve Rapson, Fayette County Administrator

Date: 02-01-2013

From: Edward Collins, Chief Marshal

Ref: Internal Investigation Concerning Possible Employment Contract Violation

This is an investigation concerning Mr. Scott Bennett and his employment contract with Fayette County as the Fayette County Attorney

Synopsis of the complaint

01-15-2013 Chief Collins received an email from a Mr. Wayne B. Kendall concerning an article he had read in the AJC earlier this date. In the email Mr. Kendall attached copies of web searches for the Henry County Superior Court and the U.S. District Court, Northern District, claiming these printouts showed that Mr. Bennett practiced law outside the scope of his employment with Fayette County.

01-17-2013 Chief Collins received an email from Fayette County Chairman Steve Brown claiming he had received a copy of the email sent by Mr. Wayne Kendall concerning Mr. Scott Bennett's possible violation of his employment contract.
Chairman Brown asked Chief Collins to verify Mr. Bennett's trying cases in Henry County and verify Mr. Kendall's claims.

Chief Collins obtained from Mr. Lewis Patterson, Director of the Fayette County Human Resources Department copies of three (3) contracts signed by Mr. Scott Bennett with Fayette County, noting that the first two (2) contracts had the wording concerning "practice of law" outside the scope of his employment with employer.

In the last contract signed by Mr. Bennett, the outside "practice of law" was removed (Please see the 3 contracts)

01-22-2013 Investigator Lem Miller of the Marshal's Department was assigned the investigation of this contract violation.

Inv. Miller went to the Henry County Superior Court Clerk's office and obtained "certified" copies of four (4) civil cases filed in Henry County during the contact times in question.

Three (3) of the four cases have Mr. Bennett's signature, while the fourth case has his signature signed with his permission.

01-23- 2013 Inv. Miller obtained from the Fayette County Human Resources copies of known signatures of Mr. Scott Bennett which included copies of employee tax withholding forms containing Mr. Bennett's signatures.

01-24-2013 Inv. Miller did a search for other state cases locally with negative results.

The U.S. District Court filing are available but at an approximate cost of just under $100.00. Do to this cost Chief Collins decided to wait for further advisement before obtaining these copies.

01-25-2013 Inv. Miller contacted the former Fayette County Administrator Jack Krakeel via telephone to determine if Mr. Bennett ever received "written" permission for his outside practice of law. Mr. Krakeel did not remember ever giving written permission

Inv. Miller contacted the former Chairman of the Fayette County Commission, Mr. Jack Smith via telephone concerning any "written" permission given to Mr. Bennett for outside practice of law. Mr. Smith said he thought the Board gave Mr. Bennett an exemption allowing him to continue working on any cases he already had open.

However he does not remember if this permission was in writing and believes because the conversations were in Executive Session, no minutes were kept.

01-29-2013 Inv. Miller talked to Mr. Scott Bennett via telephone asking if he had any written permissions concerning his outside practice of law. Mr. Bennett declined to comment on this matter

Mr. Scott Bennett filed an email "Open Records Request" with the Marshal's Department.

01-30-2013 The emailed "Open Records Request" was forwarded to Mr. Stough at the law office of Mr. Dennis Davenport per his instructions.

Respectfully,

Edward A. Collins
Chief Marshal

Exhibit List:

Exhibit 1:
Copy of letter received by Chief Marshal Ed Collins form Attorney Wayne Kendall in reference to a complaint of Mr. Scott Bennett performing legal work outside the scope of his employment with Fayette County. Total of 2 pages.

Exhibit 2:
Copy of a list of cases from Henry County that Mr. Bennett was possibly a part of during his employment with Fayette County. This list was sent by Mr. Kendall to Chief Collins. Total of 3 pages.

Exhibit 3:
Copy of a list of cases from The Northern District Court that Mr. Bennett was possibly a part of during his employment with Fayette County. This list was sent by Mr. Kendall to Chief Collins. Total of 2 pages.

Exhibit 4:
Copy of Mr. Bennett's employment contract which began on 11/23/2007 and was set to end on 11/11/2010. Includes a provision under Section 3 that states Mr. Bennett must have written permission to practice law outside his scope of employment with Fayette County. Total of 6 pages.

Exhibit 5:
Copy of Mr. Bennett's employment contract which began on 11/20/2008 and was set to end on 11/19/2010. Includes a provision under Section 3 that states Mr. Bennett must have written permission to practice law outside his scope of employment with Fayette County. Total of 5 pages.

Exhibit 6:
Copy of Mr. Bennett's employment contract which began on 11/20/2010 and was set to end on 11/20/2013. Does **NOT** include the provision under Section 3 that stated Mr. Bennett must have written permission to practice law outside his scope of employment with Fayette County. Total of 6 pages.

Exhibit 7:
Copy of O.C.G.A. 15-19-50 that provides a definition of "Practice of Law." Total of 1 page.

Exhibit 8:
Copies of Mr. Bennett's Tax Withholding forms that has his known signature. Total of 3 pages.

Exhibit 9:
Copy of Summons for Henry County Superior Court for case number 08-CV-0257-W showing Mr. Bennett as the attorney for the Plaintiff. This form was dated 01/15/2008. This copy was received from Henry County Court Clerk's Office. Total of 9 pages.

Exhibit 10:
Copy of Entry of Appearance and Certificate of Service for Henry County Superior Court for case number 09-CV-0507-M showing Mr. Bennett as the attorney for the Plaintiff. This form was dated 02/18/2010. This copy was received from Henry County Court Clerk's Office. Total of 2 pages.

Exhibit 11:
Copy of Verified Complaint, Request for Declaratory Judgment and Request for Preliminary and Permanent Injunctive Relief for Henry County Superior Court for case number 10-CV-2752-WC and it was submitted by Mr. Bennett. This form was dated 07/28/2010. Total of 14 pages.

Exhibit 12:
Copy of Joint Motion for Continuance for Henry County Superior Court for case number 09-CV-150-A showing Mr. Bennett as the attorney for the Plaintiff. This form was not signed by Mr. Bennett, but does have his name signed by Ms. LaTonya Nix Wiley and "with express written permission" written beside it. This form was dated 04/15/2009. Total of 2 pages.

Exhibit 13:
Copy of Order of Dismissal for Henry County Superior Court for case number 09-CV-0507-M. This copy was received from Ms. Wiley and contains her personal notation that Mr. Bennett was a "No Show" for court. This form is not dated. Total of 1 page.

Exhibit 14:
Two (2) copies of Certificate of Service sent to Mr. Bennett at the 140 W Stonewall Ave address. Both certificates of service are dated 07/02/2009. Total of 2 pages.

Exhibit 15:
Coy of Order of Dismissal for Henry County Superior Court for case number 09-CV-0507-M. This copy was received form the Court Clerk's Office. This form was dated 05/20/2010. Total of 1 page.

Exhibit 16:
Copy of a letter sent form Ms. Wiley to Mr. Bennett in reference to case numbers 09-CV-150-A and 09-CV-0154-M in reference to discovery on both cases. This letter was sent to Mr. Bennett at the 140 W Stonewall Ave address. It was dated 06/22/2009. Total of 1 page.

Exhibit 17:
Copy of Joint Motion for Continuance for Henry County Superior Court for case number 09-CV-0507-M. It is an additional copy of Exhibit 12. Total of 2 pages.

EXHIBIT # 1

FILE

MEMORANDUM

To: Fayette County Chief Marshal Ed Collins
From: Wayne B. Kendall
Date: January 15, 2013
Subject: Scott Bennett

Marshall Collins:

I read about your investigation of Scott Bennett in the AJC today.

I suspect that one of the things Scott Bennett wanted to hide by wiping his computers was the fact that he was using his county issued laptop and office computer for his private practice of law on the side. The original contract he signed with the County prohibited him from the private practice of law. In his last contract that provision was removed. (I have copies of each of his contracts and have reviewed them all). He was hired in October 2007 but he never stopped the private practice of law. If you go to the website for the Henry County Superior Court docket and search on Scott Bennett's name (under associated party) you will see numerous cases that he has handled for private businesses and individuals since being hired as a full time attorney for Fayette County. If you go on PACER and search on his name in the federal court you will see cases that he has handled for private parties while being employed by Fayette County. There are probably other jurisdictions in which he has handled private cases. These are the only two I have checked.

His argument that he was only cleaning out his personal information is incriminating in that if he had personal files on the county issued computer then that in an of itself would be a crime as using county property for personal gain is a crime.

As I am sure you already know, you can microscopically look at the original documents created in the cases he has handled for private parties, which are filed in these cases, to see if they were printed on county owned equipment. If there is a match, then there is conclusive evidence that he used county owned equipment for his personal law practice. Also, If there is a match, then there is a reasonable assumption that the documents were on his hard drive or laptop in order to be printed on county owned equipment.

His original contract with the county, dated October 23, 2007, stated, at Section 3: *"At no time during the term of this Agreement, without the expressed written permission and consent of Employer, Shall Employee be entitled to engage in the 'practice of law' outside the scope of his employment with Employer".*

He was given another contract in 2008. It contained the same provision. A third contract was written in Nov. of 2010, in which this provision was deleted. However, there were numerous cases he handled for private parties between 2007 and 2010. As you can see from the attached documents. I believe he used county property in the pursuit of cases for his private practice clients for which he was forbidden to do by the contracts he signed with Fayette County.

EXHIBIT # 2

1/15/2013 - 4:50 P.M.

PARTY NAME (FT) CASE NUMBER (FR) ASSOCIATED PARTY (FT)

Associated Party Name: Bennett Scott
Court Code:
Court Division:
Case Status: All
Case Type: All
Filing Date:
Thru:

NEW SEARCH MODIFY SEARCH (F4) SEARCH HOME (F6)

Display 10 record/s per page

24 Hit(s) Found Page 1 of 3

1 Next Page >

>	SUCV2008000257	BENNETT ESTASIA LEE	BENNETT SCOTT D	AP	
>	SUCV2006002666	BRINSON JAKE	BENNETT SCOTT D	AD	
>	SUCV2011001270	CAGEL MATT	BENNETT SCOTT D	AD	
>	SUCV2007001800	CAGLE BRIAN W	BENNETT SCOTT D	AD	
>	SUCV2005003425	CAGLE HOMES LLC	BENNETT SCOTT D	AP	
>	SUCV2009000150	CAGLE HOMES LLC	BENNETT SCOTT D	AP	
>	SUCV2010002752	CAGLE J MATTHEW	BENNETT SCOTT D	AP	
>	SUCV2007001538	CAGLE JAMES MATTHEW	BENNETT SCOTT D	AD	
>	SUCV2011001270	CAGLE RHONDA	BENNETT SCOTT D	AD	
>	SUCV2004003782	ELKINS JOHN DANIEL	BENNETT SCOTT D	AD	

24 Hit(s) Found Page 1 of 3

1 Next Page >

NEW SEARCH MODIFY SEARCH (F4) SEARCH HOME (F6)

1/15/2013 - 4:50 P.M.

PARTY NAME (F7) CASE NUMBER (F8)

Associated Party Name: Bennett Scott
Court Code:
Court Division:
Case Status: All
Case Type: All
Filing Date:
Thru:

NEW SEARCH MODIFY SEARCH (F4) SEARCH HOME (F6)

Display 10 record/s per page

24 Hit(s) Found Page 2 of 3

2 < Prev Page Next Page >

>	SUCV2006000386	INGRAM PATSY DELORES	BENNETT SCOTT D	AP	
>	SUCV2010002752	J H C HOMES INC	BENNETT SCOTT D	AP	
>	SUCV2007001538	JMC HOMES INC	BENNETT SCOTT D	AD	
>	SUCV2011001270	JMC HOMES INC	BENNETT SCOTT D	AD	
>	SUCV2007001800	MARTIN JEFFREY A	BENNETT SCOTT D	AD	
>	SUCV2009000507	MC LAND LLC INVESTMENTS	BENNETT SCOTT D	AP	
>	SUCV2009000507	MC LAND LLC INVESTMENTS	BENNETT SCOTT D	AP	
>	SUCV2003001688	MCDONOUGH CITY	BENNETT SCOTT D	AD	
>	SUCV2003003234	MCDONOUGH CITY	BENNETT SCOTT D	AP	
>	SUCV2005003995	MCDONOUGH CITY	BENNETT SCOTT D	AD	

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2 < Prev Page Next Page >

NEW SEARCH MODIFY SEARCH (F4) SEARCH HOME (F6)

1/15/2013 - 4:50 P.M.

PARTY NAME (F7) CASE NUMBER (F8) ASSOCIATED PARTY (F9)

Associated Party Name: Bennett Scott
Case Type: All
Court Code:
Filing Date:
Court Division:
Thru:
Case Status: All

NEW SEARCH MODIFY SEARCH (F4) SEARCH HOME (F6)

Display 10 record/s per page

24 Hit(s) Found Page 3 of 3

3 < Prev Page

Select	Case #	Party Name	Associated Party Name	Associated Party Type	Action
>	SUCV2007004261	MCDONOUGH CITY	BENNETT SCOTT D	AD	
>	SUCV2007001980	MCDONOUGH CITY CHIEF OF POLICE	BENNETT SCOTT D	AP	
>	SUCV2007001302	RIVER CHASE DEVELOPMENT CO INC	BENNETT SCOTT D	AD	
>	SUCV2007001302	STEELE JERRY	BENNETT SCOTT D	AD	

24 Hit(s) Found Page 3 of 3

3 < Prev Page

NEW SEARCH MODIFY SEARCH (F4) SEARCH HOME (F6)

EXHIBIT # 3

Select A Case

Scott David Bennett is an attorney in 14 cases.

1:01-cv-01724-JTC	Alabi, et al v. Dekalb County Ga	filed 06/29/01	closed 01/21/04
1:01-cv-02541-WBH	Pridgen v. Dekalb County Govt, et al	filed 09/21/01	closed 06/05/02
1:02-cv-01795-GET	Glenwood Hills Mason v. Dekalb County, Georg, et al	filed 06/28/02	closed 11/18/03
1:02-cv-02158-ODE	Pagniello, et al v. DeKalb County, GA, et al	filed 08/01/02	closed 01/21/04
1:03-cv-03489-JTC	Questco Ltd. v. City of Conyers, G	filed 11/17/03	closed 09/22/05
1:04-cv-00602-CAP	Moore, et al v. City of Jonesboro	filed 03/03/04	closed 04/20/04
1:04-cv-01846-CC	Douglas Outdoor v. City of Holly Spring	filed 06/24/04	closed 03/14/05
1:10-cv-00523-JEC	Mag Media, LLC v. City of Buford, Georgia	filed 02/24/10	closed 08/30/11
1:11-cv-02498-TWT	Sopp Signs, LLC v. City of Buford, Georgia	filed 07/28/11	closed 07/06/12
2:04-cv-00078-WCO	NTY, L.L.C. v. City of Gainesville,	filed 04/15/04	closed 08/16/04
2:04-cv-00141-WCO	Tanner Advertising Group, L.L.C. et al v. Hall County	filed 07/22/04	closed 03/03/05
3:04-cv-00059-JTC	Lamar Advertising Co v. Newnan	filed 05/20/04	closed 02/25/05
3:05-cv-00081-JTC	Maxwell v. Fayette County, Georgia	filed 08/25/05	closed 08/17/06
3:11-cv-00187-TCB-ECS	Ramsey v. Fayette County, Georgia	filed 11/28/11	

PACER Service Center

Transaction Receipt

01/15/2013 16:54:00			
PACER Login:	wk0302	**Client Code:**	
Description:	Search	**Search Criteria:**	Last Name: bennett First Name: scott
Billable Pages:	1	**Cost:**	0.10

EXHIBIT # 4

EMPLOYMENT AGREEMENT
FAYETTE COUNTY
AND
FAYETTE STAFF ATTORNEY

THIS EMPLOYMENT AGREEMENT (the "Agreement") made and entered into this 23rd day of October, 2007, by and between Fayette County, a political subdivision of the State of Georgia, ("Employer") and Scott D. Bennett, ("Employee,"), as Fayette Staff Attorney.

WITNESSETH:

WHEREAS, it is the desire of Employer to employ the services of Employee as Staff Attorney for the County of Fayette, State of Georgia; and

WHEREAS, it is the further desire of Employer to provide certain benefits, establish certain conditions of employment, and to set working requirements of Employee; and

WHEREAS, it is the desire of Employee to accept employment as Staff Attorney for the County of Fayette, State of Georgia;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties understand and agree as follows:

Section 1. Term.

A. The term of this Agreement shall be for a period of three (3) years, commencing on the 12th day of November, 2007, and concluding on the 11 day of November, 2010, if not sooner terminated as provided herein.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employer to terminate the services of Employee at any time, subject only to the provisions set forth in Section 7, Paragraphs A and B of this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from his position with Employer, subject only to the provision set forth in Section 7, Paragraph C of this Agreement.

D. In the event written notice is not given by either party to the other, ninety (90) days prior to the termination date as hereinabove provided, this Agreement shall be extended in its entirety on the same terms and conditions as herein provided for an additional period of two (2) years. Said Agreement shall continue thereafter for one-year periods unless either party hereto gives ninety (90) days' written notice to the other party that they do not wish to extend this Agreement for an additional one year term.

Section 2. Salary.

Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary of $ 112,500.00, payable in installments at the same time and in the same manner as other employees of Employer are paid.

In addition, Employer agrees to increase said base salary and/or other benefits of Employee in such amounts and to such extent as Employer may determine is desirable to do on the basis of an annual salary review to be conducted no more than thirty (30) days after each anniversary date of this Agreement. In the event Employer fails to provide said salary review within thirty (30) days after such anniversary date, Employee shall automatically receive a salary increase consistent with performance allocations provided to the general workforce in their most recent performance review. Any adjustment implemented in accordance with this provision shall commence on the thirty-first (31st) day after the applicable anniversary date of this Agreement.

Section 3. Duties.

Employer hereby agrees to employ Employee as Staff Attorney for Fayette County to perform the functions and duties specified in the Code of Ordinances of Fayette County, Georgia, and to perform such other permissible functions and duties as Employer may assign. At no time during the term of this Agreement, without the expressed written permission and consent of Employer, shall Employee be entitled to engage in the "practice of law" outside the scope of his employment with Employer.

Section 4. Hours of Work.

Employee is an exempt employee by definition of the U.S. and State of Georgia Departments of Labor and is expected to engage in those hours of work consistent with other department directors employed by Employer and which are otherwise necessary to fulfill the obligations of his position of employment. Employee is expected to be available during normal working hours and scheduled meetings of the Board of Commissioners, as well as such other meetings of the boards and authorities of Fayette County as directed by Employer. Employee shall give Employer reasonable notice of all planned leave time.

Section 5. Performance Evaluation.

A. Employer shall review and evaluate the performance of Employee no less frequently than annually. Said review and evaluation shall take place no more than thirty (30) days after each anniversary date of this Agreement and shall be in accordance with specific criteria developed by Employer and thereafter modified as Employer may, in its sole discretion, see fit. Further, the Chairman of the Board of Commissioners, or his designee, shall provide Employee with a written summary statement of the findings of Employer and provide an adequate opportunity for Employee to discuss his evaluation with Employer.

B. Annually, Employer and Employee shall define goals and performance objectives

which Employer determines necessary for the proper functioning of the legal department of the County and for the attainment of Employer's policy objectives, together with a relative priority among those various goals and objectives.

C. In effecting the provisions of this Section, Employer and Employee mutually agree to abide by the provisions of applicable law.

Section 6. Suspension.

Employer, at it sole discretion, may suspend Employee "without cause" with full pay and benefits at any time during the term of this Agreement. Employer, at it sole discretion, may suspend Employee "for cause" without pay and benefits at any time during the term of this Agreement.

Section 7. Termination and Severance Compensation.

A. In the event Employee is terminated by Employer before expiration of this Agreement for any reason other than "for cause" and at such time Employee is willing and able to perform his duties under this Agreement, Employer agrees to pay Employee severance compensation ("Severance Compensation") equal to three months' aggregate salary. It is expressly understood that Severance Compensation shall be in addition to any payment to Employee for accumulated annual leave and sick leave to which Employee may be entitled under Employer's personnel policies and procedures. Severance Compensation as described herein shall be paid as a salary continuance for three months after the date of termination. Employee may request and Employer may consider a lump sum payment in lieu of the three-month salary continuance with any decision being solely at the discretion of Employer.

B. In the event Employer reduces the salary or other benefits of Employee (other than as an across-the-board reduction for all County employees); or Employer, after written notice received from Employee, refuses to comply with any other provision of this Agreement regarding the provision of benefits to Employee; or if Employee resigns following Employer's request for Employee's resignation, then, and only then, may Employee, at his option, declare that he has been "terminated" within the meaning of Paragraph A above. In this event, Employee shall be paid within the meaning of the Severance Compensation provision of this Agreement.

C. In the event Employee voluntarily resigns his position with Employer before expiration of this Agreement, then Employee shall give Employer ninety (90) days' written notice in advance, unless the parties otherwise agree. In this event, Employee shall not be paid within the meaning and context of the Severance Compensation provision of this Agreement, but shall be eligible for all other benefits paid to other County employees who resign in good-standing, including payment for accumulated annual leave, and sick leave in accordance with Employer's personnel policies and procedures.

Section 8. Disability.

If Employee is disabled or is otherwise unable to perform his duties because of

sickness, accident, injury, mental incapacity or health, Employer shall have the option to terminate this Agreement upon the Employee's exhaustion of annual leave, sick leave and FMLA leave. Termination of this Agreement under this Section shall be deemed "for cause," and Employee shall not be entitled to any payment under the Severance Compensation portion of this Agreement.

Section 9. Automobile Allowance.

Employee shall maintain a current valid operator's license and shall provide and have available for his personal use the exclusive and unrestricted use of an automobile at all times during his employment with Employer. Reimbursement for the use of Employee's personal vehicle for business of Employer shall be in accordance with Employer's policy regarding such reimbursements. Upon completion of Employer's requirements, Employee shall be entitled to operate a motor vehicle from Employer's vehicle motor pool on a non-exclusive basis in accordance with the usual and customary rules and regulations governing the use of the Employer's motor pool vehicles. Employee is solely liable for the payment of any fines or fees associated with or upon a conviction of a violation of any traffic law or traffic ordinance.

Section 10. General Expenses.

Employer agrees to reimburse Employee for expenses of a non-personal and job-related nature incurred by Employee in performance of his duties. All reimbursements shall be in accordance with County policies for such expenses and their reimbursement. It is explicitly agreed Employee shall receive reimbursement of fifty percent of the base charge, but no more than $50 per month, for the use of Employee's personal cell phone or Blackberry.

Section 11. Health Care Benefits & Insurance.

A. Employee shall be entitled to receive all Health Care, Life Insurance and Disability Insurance benefits in the same manner as is offered to all other County employees.

B. All provisions of the County Code, and regulations and rules of Employer relating to vacation and sick leave, retirement, pension system contributions and holidays, as they now exist or hereafter may be amended, also shall apply equally to Employee as they would to other employees of Employer except, solely for the purposes of calculating earning of vacation and sick leave, Employee shall be treated as though Employee has been in employ of Employer for a period of five years previous to the effective date of this agreement.

Section 12. Retirement.

Employee shall be subject to the general policies of the County regarding retirement as they exist or may hereafter be amended for all other County employees.

Section 13. Dues and Subscriptions.

Employer agrees to budget and pay for the reasonable professional dues and

subscriptions of Employee for his participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional growth and for the good of Employer.

Section 14. Professional Development.

A. Employer hereby agrees to budget and pay for the reasonable travel and subsistence expenses of Employee for professional and official travel, meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for Employer. Said expenses shall be subject to budget limitations and County travel policies. Employee is expected to be judicious in selection of courses and their location to minimize, as much as is possible, the expenses incurred while still meeting the needs of Employee with regards to professional development.

Section 15. Bonding.

Employer shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

Section 16. Indemnification.

Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim, or other legal action arising out of an alleged act or omission occurring in the performance of Employee's duties as Staff Attorney for the County. Employer will litigate, compromise and/or settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. This indemnification shall not extend to any act which shall be illegal, immoral or of a nature intended to intentionally inflict harm upon Employer.

Section 17. Notices.

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) Employer: Chairman, Fayette County Board of Commissioners
140 Stonewall Avenue
Fayetteville, GA 30214

(2) Employee: Scott D. Bennett
[redacted]

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 18. General Provisions.

A. The text herein shall constitute the entire Agreement between the parties.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

C. If any provision, or portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITHNESS WHEREOF, Employer has caused this Agreement to be signed and sealed on its behalf by its duly elected Chairman of the Board of Commissioners, and duly attested by its County Clerk, and Employee has signed and sealed this Agreement, both in duplicate, on the date first above written.

EMPLOYER: FAYETTE COUNTY

By: _____(Seal)
Jack R. Smith, Chairman
Board of Commissioners of Fayette County

ATTEST:

Carol Chandler
Carol Chandler, County Clerk

EMPLOYEE

By: _____(Seal)

APPROVED AS TO FORM:
Donald M. Comer,
Interim County Attorney

EXHIBIT # 5

EMPLOYMENT AGREEMENT
FAYETTE COUNTY
AND
FAYETTE STAFF ATTORNEY

THIS EMPLOYMENT AGREEMENT (the "Agreement") made and entered into this 20th day of November, 2008, by and between Fayette County, a political subdivision of the State of Georgia, ("Employer") and Scott D. Bennett, ("Employee,"), as Fayette Staff Attorney.

WITNESSETH:

WHEREAS, it is the desire of Employer to employ the services of Employee as Staff Attorney for the County of Fayette, State of Georgia; and

WHEREAS, it is the further desire of Employer to provide certain benefits, establish certain conditions of employment, and to set working requirements of Employee; and

WHEREAS, it is the desire of Employee to accept employment as Staff Attorney for the County of Fayette, State of Georgia;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties understand and agree as follows:

Section 1. Term.

A. The term of this Agreement shall be for a period of two (2) years, commencing on the 20th day of November, 2008, and concluding on the 19th day of November, 2010, if not sooner terminated as provided herein.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employer to terminate the services of Employee at any time, subject only to the provisions set forth in Section 7, Paragraphs A and B of this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from his position with Employer, subject only to the provision set forth in Section 7, Paragraph C of this Agreement.

D. In the event written notice is not given by either party to the other, ninety (90) days prior to the termination date as hereinabove provided, this Agreement shall be extended in its entirety on the same terms and conditions as herein provided for an additional period of two (2) years. Said Agreement shall continue thereafter for one-year periods unless either party hereto gives ninety (90) days' written notice to the other party that they do not wish to extend this Agreement for an additional one year term.

Section 2. Salary.

Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary of $125,000.00, payable in installments at the same time and in the same manner as other employees of Employer are paid.

In addition, Employer agrees to increase said base salary and/or other benefits of Employee in such amounts and to such extent as Employer may determine is desirable to do on the basis of an annual salary review to be conducted no more than thirty (30) days after each anniversary date of this Agreement. In the event Employer fails to provide said salary review within thirty (30) days after such anniversary date, Employee shall automatically receive a salary increase consistent with performance allocations provided to the general workforce in their most recent performance review. Any adjustment implemented in accordance with this provision shall commence on the thirty-first (31st) day after the applicable anniversary date of this Agreement.

Section 3. Duties.

Employer hereby agrees to employ Employee as Staff Attorney for Fayette County to perform the functions and duties specified in the Code of Ordinances of Fayette County, Georgia, and to perform such other permissible functions and duties as Employer may assign. At no time during the term of this Agreement, without the expressed written permission and consent of Employer, shall Employee be entitled to engage in the "practice of law" outside the scope of his employment with Employer.

Section 4. Hours of Work.

Employee is an exempt employee by definition of the U.S. and State of Georgia Departments of Labor and is expected to engage in those hours of work consistent with other department directors employed by Employer and which are otherwise necessary to fulfill the obligations of his position of employment. Employee is expected to be available during normal working hours and scheduled meetings of the Board of Commissioners, as well as such other meetings of the boards and authorities of Fayette County as directed by Employer. Employee shall give Employer reasonable notice of all planned leave time.

Section 5. Performance Evaluation.

A. Employer shall review and evaluate the performance of Employee no less frequently than annually. Said review and evaluation shall take place no more than thirty (30) days after each anniversary date of this Agreement and shall be in accordance with specific criteria developed by Employer and thereafter modified as Employer may, in its sole discretion, see fit. Further, the Chairman of the Board of Commissioners, or his designee, shall provide Employee with a written summary statement of the findings of Employer and provide an adequate opportunity for Employee to discuss his evaluation with Employer.

B. Annually, Employer and Employee shall define goals and performance objectives

which Employer determines necessary for the proper functioning of the legal department of the County and for the attainment of Employer's policy objectives, together with a relative priority among those various goals and objectives.

C. In effecting the provisions of this Section, Employer and Employee mutually agree to abide by the provisions of applicable law.

Section 6. Suspension.

Employer, at it sole discretion, may suspend Employee "without cause" with full pay and benefits at any time during the term of this Agreement. Employer, at it sole discretion, may suspend Employee "for cause" without pay and benefits at any time during the term of this Agreement.

Section 7. Termination and Severance Compensation.

A. In the event Employee is terminated by Employer before expiration of this Agreement for any reason other than "for cause" and at such time Employee is willing and able to perform his duties under this Agreement, Employer agrees to pay Employee severance compensation ("Severance Compensation") equal to three months' aggregate salary. It is expressly understood that Severance Compensation shall be in addition to any payment to Employee for accumulated annual leave and sick leave to which Employee may be entitled under Employer's personnel policies and procedures. Severance Compensation as described herein shall be paid as a salary continuance for three months after the date of termination. Employee may request and Employer may consider a lump sum payment in lieu of the three-month salary continuance with any decision being solely at the discretion of Employer.

B. In the event Employer reduces the salary or other benefits of Employee (other than as an across-the-board reduction for all County employees); or Employer, after written notice received from Employee, refuses to comply with any other provision of this Agreement regarding the provision of benefits to Employee; or if Employee resigns following Employer's request for Employee's resignation, then, and only then, may Employee, at his option, declare that he has been "terminated" within the meaning of Paragraph A above. In this event, Employee shall be paid within the meaning of the Severance Compensation provision of this Agreement.

C. In the event Employee voluntarily resigns his position with Employer before expiration of this Agreement, then Employee shall give Employer ninety (90) days' written notice in advance, unless the parties otherwise agree. In this event, Employee shall not be paid within the meaning and context of the Severance Compensation provision of this Agreement, but shall be eligible for all other benefits paid to other County employees who resign in good-standing, including payment for accumulated annual leave, and sick leave in accordance with Employer's personnel policies and procedures.

Section 8. Disability.

If Employee is disabled or is otherwise unable to perform his duties because of

sickness, accident, injury, mental incapacity or health, Employer shall have the option to terminate this Agreement upon the Employee's exhaustion of annual leave, sick leave and FMLA leave. Termination of this Agreement under this Section shall be deemed "for cause," and Employee shall not be entitled to any payment under the Severance Compensation portion of this Agreement.

Section 9. Automobile Allowance.

Employee shall maintain a current valid operator's license and shall provide and have available for his personal use the exclusive and unrestricted use of an automobile at all times during his employment with Employer. Reimbursement for the use of Employee's personal vehicle for business of Employer shall be in accordance with Employer's policy regarding such reimbursements. Upon completion of Employer's requirements, Employee shall be entitled to operate a motor vehicle from Employer's vehicle motor pool on a non-exclusive basis in accordance with the usual and customary rules and regulations governing the use of the Employer's motor pool vehicles. Employee is solely liable for the payment of any fines or fees associated with or upon a conviction of a violation of any traffic law or traffic ordinance.

Section 10. General Expenses.

Employer agrees to reimburse Employee for expenses of a non-personal and job-related nature incurred by Employee in performance of his duties. All reimbursements shall be in accordance with County policies for such expenses and their reimbursement. It is explicitly agreed Employee shall receive reimbursement of fifty percent of the base charge, but no more than $50 per month, for the use of Employee's personal cell phone or Blackberry.

Section 11. Health Care Benefits & Insurance.

A. Employee shall be entitled to receive all Health Care, Life Insurance and Disability Insurance benefits in the same manner as is offered to all other County employees.

B. All provisions of the County Code, and regulations and rules of Employer relating to vacation and sick leave, retirement, pension system contributions and holidays, as they now exist or hereafter may be amended; also shall apply equally to Employee as they would to other employees of Employer except, solely for the purposes of calculating earning of vacation and sick leave, Employee shall be treated as though Employee has been in employ of Employer for a period of ~~five~~ six years previous to the effective date of this agreement.

Section 12. Retirement.

Employee shall be subject to the general policies of the County regarding retirement as they exist or may hereafter be amended for all other County employees.

Section 13. Dues and Subscriptions.

Employer agrees to budget and pay for the reasonable professional dues and

Section 18. General Provisions.

A. The text herein shall constitute the entire Agreement between the parties.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

C. If any provision, or portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, Employer has caused this Agreement to be signed and sealed on its behalf by its duly elected Chairman of the Board of Commissioners, and duly attested by its County Clerk, and Employee has signed and sealed this Agreement, both in duplicate, on the date first above written.

EMPLOYER: FAYETTE COUNTY

By: _____(Seal)
Jack R. Smith, Chairman
Board of Commissioners of Fayette County

ATTEST:

Carol Chandler

Carol Chandler, County Clerk

EMPLOYEE

By: _____

EXHIBIT # 6

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement") made and entered into this 20th day of November, 2010, by and between Fayette County, a political subdivision of the State of Georgia, ("Employer") and Scott D. Bennett, ("Employee,"), as County Attorney.

WITNESSETH:

WHEREAS, it is the desire of Employer to employ the services of Employee as County Attorney for the County of Fayette, State of Georgia; and

WHEREAS, it is the further desire of Employer to provide certain benefits, establish certain conditions of employment, and to set working requirements of Employee; and

WHEREAS, it is the desire of Employee to accept employment as County Attorney for the County of Fayette, State of Georgia;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties understand and agree as follows:

Section 1. Term.

A. The term of this Agreement shall be for a period of three (3) years, commencing on the 20th day of November, 2010, and concluding on the 20th day of November, 2013, if not sooner terminated as provided herein.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employer to terminate the services of Employee at any time, subject only to the provisions set forth in Section 7, Paragraphs A and B of this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from his position with Employer, subject only to the provision set forth in Section 7, Paragraph C of this Agreement.

D. In the event written notice is not given by either party to the other, ninety (90) days prior to the termination date as hereinabove provided, this Agreement shall be extended in its entirety on the same terms and conditions as herein provided for an additional period of two (2) years. Said Agreement shall continue thereafter for one-year periods unless either party hereto gives ninety (90) days' written notice to the other party that they do not wish to extend this Agreement for an additional one year term.

Section 2. Salary.

Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary of $135,000.00, payable in installments at the same time and in the same manner as other employees of Employer are paid.

In addition, Employer agrees to increase said base salary and/or other benefits of Employee in such amounts and to such extent as Employer may determine is desirable to do on the basis of a review to be conducted by the Board of Commissioners.

Section 3. Duties.

Employer hereby agrees to employ Employee as County Attorney for Fayette County to perform the functions and duties specified in the Code of Ordinances of Fayette County, Georgia, and to perform such other permissible functions and duties as Employer may assign.

Section 4. Hours of Work.

Employee is an exempt employee by definition of the U.S. and State of Georgia Departments of Labor and is expected to engage in those hours of work necessary to fulfill the obligations of his position of employment. Employee is expected to be available during normal working hours and scheduled meetings of the Board of Commissioners, as well as such other meetings of the boards and authorities of Fayette County as directed by Employer. Employee shall give Employer reasonable notice of all planned leave time.

Section 5. Suspension.

Employer, at it sole discretion, may suspend Employee "without cause" with full pay and benefits at any time during the term of this Agreement. Employer, at it sole discretion, may suspend Employee "for cause" without pay and benefits at any time during the term of this Agreement.

Section 6. Termination and Severance Compensation.

A. In the event Employee is terminated by Employer before expiration of this Agreement for any reason other than "for cause" and at such time Employee is willing and able to perform his duties under this Agreement, Employer agrees to pay Employee severance compensation ("Severance Compensation") equal to six months' aggregate salary. It is expressly understood that Severance Compensation shall be in addition to any payment to Employee for accumulated annual leave and sick leave to which Employee may be entitled under Employer's personnel policies and procedures. Severance Compensation as described herein shall be paid as a salary continuance for six months after the date of termination. Employee may request and Employer may consider a lump sum payment in lieu of the six-month salary continuance with any decision being solely at the discretion of Employer.

B. In the event Employer reduces the salary or other benefits of Employee (other than as an across-the-board reduction for all County employees); or Employer, after written notice received from Employee, refuses to comply with any other provision of this Agreement regarding the provision of benefits to Employee; or if Employee resigns following Employer's request for Employee's resignation, then, and only then, may Employee, at his option, declare that he has been "terminated" within the meaning of Paragraph A above. In this event, Employee shall be paid within the meaning of the Severance Compensation provision of this Agreement.

C. In the event Employee voluntarily resigns his position with Employer before expiration of this Agreement, then Employee shall give Employer ninety (90) days' written notice in advance, unless the parties otherwise agree. In this event, Employee shall not be paid within the meaning and context of the Severance Compensation provision of this Agreement, but shall be eligible for all other benefits paid to other County employees who resign in good-standing, including payment for accumulated annual leave, and sick leave in accordance with Employer's personnel policies and procedures.

Section 7. Disability.

If Employee is disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health, Employer shall have the option to terminate this Agreement upon the Employee's exhaustion of annual leave, sick leave and FMLA leave. Termination of this Agreement under this Section shall be deemed "for cause," and Employee shall not be entitled to any payment under the Severance Compensation portion of this Agreement.

Section 8. Automobile Reimbursement.

Employee shall provide and have available for his personal use the exclusive and unrestricted use of an automobile at all times during his employment with Employer. The amount of reimbursement paid by Employer for the use of Employee's personal vehicle for business of Employer shall be in accordance with Employer's policy regarding such reimbursements. Employee is solely liable for the payment of any fines or fees associated with or upon a conviction of a violation of any traffic law or traffic ordinance.

Section 9. General Expenses.

Employer agrees to reimburse Employee for expenses of a non-personal and job- related nature incurred by Employee in performance of his duties. All reimbursements shall be in accordance with County policies for such expenses and their reimbursement. It is explicitly agreed Employee shall receive reimbursement of $50 per month, for the use of Employee's personal cell phone.

Section 10. Health Care Benefits & Insurance.

A. Employee shall be entitled to receive all Health Care, Life Insurance and Disability Insurance benefits in the same manner as is offered to all other County employees.

B. All provisions of the County Code, and regulations and rules of Employer relating to vacation and sick leave, retirement, pension system contributions and holidays, as they now exist or hereafter may be amended, also shall apply equally to Employee as they would to other employees of Employer except, solely for the purposes of calculating earning of vacation and sick leave, Employee shall be treated as though Employee has been in employ of Employer for a period of six years in addition to Employees actual years of service with the County. However, should the terms of this Agreement conflict with said codes and regulations and rules of Employer, the terms of this Agreement shall control.

Section 11. Retirement.

Employee shall be entitled to receive retirement benefits in effect for Employee on the date of this Agreement throughout the term of this Agreement or any extensions to this Agreement.

Section 12. Dues and Subscriptions.

Employer agrees to budget and pay for the reasonable professional dues and subscriptions of Employee for his participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional growth and for the good of Employer.

Section 13. Professional Development.

Employer hereby agrees to budget and pay for the reasonable travel and subsistence expenses of Employee for professional and official travel, meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for Employer. Said expenses shall be subject to budget limitations and County travel policies. Employee is expected to be judicious in selection of courses and their location to minimize, as much as is possible, the expenses incurred while still meeting the needs of Employee with regards to professional development.

Section 14. Bonding.

Employer shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

Section 15. Indemnification.

Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim, or other legal action arising out of an alleged act or omission occurring in the performance of Employee's duties as Staff Attorney for the County. Employer will litigate, compromise and/or settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. This indemnification shall not extend to any act which shall be illegal, immoral or of a nature intended to intentionally inflict harm upon Employer.

Section 16. Notices.

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) Employer: Chairman, Fayette County Board of Commissioners
140 Stonewall Avenue
Fayetteville, GA 30214

(2) Employee: Scott D. Bennett
[redacted]

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 17. General Provisions.

A. The text herein shall constitute the entire Agreement between the parties.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

C. If any provision, or portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, Employer has caused this Agreement to be signed and sealed on its behalf by its duly elected Chairman of the Board of Commissioners, and duly attested by its County Clerk, and Employee has signed and sealed this Agreement, both in duplicate, on the date first above written.

[SIGNATURES ON FOLLOWING PAGE]

EMPLOYER: FAYETTE COUNTY

By: _____(Seal)
Jack R. Smith, Chairman
Board of Commissioners of Fayette County

ATTEST:

_____
Carol Chandler, County Clerk

EMPLOYEE

_____
Scott D. Bennett, Esq.

EXHIBIT # 7

O.C.G.A. § 15-19-50

GEORGIA CODE
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*** Current Through the 2010 Regular Session ***
*** Annotations Current Through October 29, 2010 ***

TITLE 15. COURTS
CHAPTER 19. ATTORNEYS
ARTICLE 3. REGULATION OF PRACTICE OF LAW

O.C.G.A. § 15-19-50 (2011)

§ 15-19-50. "Practice of law" defined

The practice of law in this state is defined as:

(1) Representing litigants in court and preparing pleadings and other papers incident to any action or special proceedings in any court or other judicial body;

(2) Conveyancing;

(3) The preparation of legal instruments of all kinds whereby a legal right is secured;

(4) The rendering of opinions as to the validity or invalidity of titles to real or personal property;

(5) The giving of any legal advice; and

(6) Any action taken for others in any matter connected with the law.

HISTORY: Ga. L. 1931, p. 191, § 2; Code 1933, § 9-401; Ga. L. 1937, p. 753, § 1; Ga. L. 1976, p. 1511, § 1.

Form G-4 (Rev. 10/06)

EXHIBIT # 8

STATE OF GEORGIA

EMPLOYEE'S WITHHOLDING ALLOWANCE CERTIFICATE

1a. YOUR FULL NAME	1b. YOUR SOCIAL SECURITY NUMBER
Scott D. Bennett	[redacted]
2a. HOME ADDRESS (Number, Street, or Rural Route)	**2b. CITY, STATE AND ZIP CODE**
[redacted]	[redacted]

READ INSTRUCTIONS ON REVERSE SIDE BEFORE COMPLETING THIS FORM

3. MARITAL STATUS (If you do not wish to claim an allowance, enter "0" in the brackets beside your marital status.)

A. Single: enter 0 or 1 ..... [ ]

B. Married Filing Joint, both spouses working: enter 0 or 1 or 2 ..... [ ]

C. Married Filing Joint, one spouse working: enter 0 or 1 or 2 ..... [2]

D. Married Filing Separate: enter 0 or 1 or 2 ..... [ ]

E. Head of Household: enter 0 or 1 or 2 ..... [ ]

4. DEPENDENT ALLOWANCES 15

5. ADDITIONAL ALLOWANCES [ ] (complete worksheet below)

6. ADDITIONAL WITHHOLDING $ _____

WORKSHEET FOR CALCULATING ADDITIONAL ALLOWANCES

This worksheet must be completed if Line 5 is greater than zero.

1. COMPLETE THIS LINE ONLY IF USING STANDARD DEDUCTION:
   Yourself: ☐ Age 65 or over ☐ Blind
   Spouse: ☐ Age 65 or over ☐ Blind Number of boxes checked _____ x 1300 = $ _____
2. ADDITIONAL ALLOWANCES FOR DEDUCTIONS:
   A. Estimated Federal Itemized Deductions ..... $ _____
   B. Georgia Standard Deduction (enter one): Single/Head of Household $2,300; Each Spouse $1,500 $ _____
   C. Subtract Line B from Line A ..... $ _____
   D. Allowable Deductions to Federal Adjusted Gross Income ..... $ _____
   E. Add the Amounts on Lines 1, 2C, and 2D ..... $ _____
   F. Estimate of Taxable Income not Subject to Withholding ..... $ _____
   G. Subtract Line F from Line E (if zero or less, stop here) ..... $ _____
   H. Divide the Amount on Line G by $3,000. Enter total here and on Line 5 above ..... _____
   This is the maximum number of additional allowances you can claim. If the remainder is over $1,500 round up.

7. LETTER USED (Marital Status A, B, C, D, or E) C TOTAL ALLOWANCES (Total of Lines 3 - 5) 15
(Employer: The letter indicates the tax tables in the Employer's Tax Guide)

8. **EXEMPT: Skip this line if you entered information on Lines 3 - 7. Read the instructions for Line 8 on page 2**
I claim exemption from withholding because I incurred no Georgia income tax liability last year and I do not expect to have a Georgia income tax liability this year. **Check here** ☐

I certify under penalty of perjury that I am entitled to the number of withholding allowances or the exemption from withholding status claimed on this Form G-4. Also, I authorize my employer to deduct per pay period the additional amount listed above.

Employee's Signature [signature] Date 12/20/07

Employer: Complete Line 9 and mail entire form only if the employee claims over 14 allowances or exempt from withholding.
If necessary, mail form to: Georgia Department of Revenue, Withholding Tax Unit, P. O. Box 49432, Atlanta, GA 30359.

9. EMPLOYER'S NAME AND ADDRESS:
Fayette County Board of Commissioner
140 Stonewall Ave.
Fayetteville, GA 30214

EMPLOYER'S FEIN: 58-6000826
EMPLOYER'S WH#: _____

Do not accept forms claiming additional allowances unless the worksheet has been completed. Do not accept forms claiming exempt if numbers are written on Lines 3 - 7.

Form W-4 (2007)

Purpose. Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. Because your tax situation may change, you may want to refigure your withholding each year.

Exemption from withholding. If you are exempt, complete only lines 1, 2, 3, 4, and 7 and sign the form to validate it. Your exemption for 2007 expires February 16, 2008. See Pub. 505, Tax Withholding and Estimated Tax.

Note. You cannot claim exemption from withholding if (a) your income exceeds $850 and includes more than $300 of unearned income (for example, interest and dividends) and (b) another person can claim you as a dependent on their tax return.

Basic instructions. If you are not exempt, complete the Personal Allowances Worksheet below. The worksheets on page 2 adjust your withholding allowances based on itemized deductions, certain credits, adjustments to income, or two-earner/multiple job situations. Complete all worksheets that apply. However, you may claim fewer (or zero) allowances.

Head of household. Generally, you may claim head of household filing status on your tax return only if you are unmarried and pay more than 50% of the costs of keeping up a home for yourself and your dependent(s) or other qualifying individuals.

Tax credits. You can take projected tax credits into account in figuring your allowable number of withholding allowances. Credits for child or dependent care expenses and the child tax credit may be claimed using the Personal Allowances Worksheet below. See Pub. 919, How Do I Adjust My Tax Withholding, for information on converting your other credits into withholding allowances.

Nonwage income. If you have a large amount of nonwage income, such as interest or dividends, consider making estimated tax payments using Form 1040-ES, Estimated Tax for Individuals. Otherwise, you may owe additional tax. If you have pension or annuity income, see Pub. 919 to find out if you should adjust your withholding on Form W-4 or W-4P.

Two earners/Multiple jobs. If you have a working spouse or more than one job, figure the total number of allowances you are entitled to claim on all jobs using worksheets from only one Form W-4. Your withholding usually will be most accurate when all allowances are claimed on the Form W-4 for the highest paying job and zero allowances are claimed on the others.

Nonresident alien. If you are a nonresident alien, see the instructions for Form 8233 before completing this Form W-4.

Check your withholding. After your Form W-4 takes effect, use Pub. 919 to see how the dollar amount you are having withheld compares to your projected total tax for 2007. See Pub. 919, especially if your earnings exceed $130,000 (Single) or $180,000 (Married).

Personal Allowances Worksheet (Keep for your records.)

A Enter "1" for yourself if no one else can claim you as a dependent . . . . . A 1

B Enter "1" if:
- You are single and have only one job; or
- You are married, have only one job, and your spouse does not work; or
- Your wages from a second job or your spouse's wages (or the total of both) are $1,000 or less. . . B 1

C Enter "1" for your spouse. But, you may choose to enter "-0-" if you are married and have either a working spouse or more than one job. (Entering "-0-" may help you avoid having too little tax withheld.) . . . C

D Enter number of dependents (other than your spouse or yourself) you will claim on your tax return . . . D

E Enter "1" if you will file as head of household on your tax return (see conditions under Head of household above) . E

F Enter "1" if you have at least $1,500 of child or dependent care expenses for which you plan to claim a credit . . F
(Note. Do not include child support payments. See Pub. 503, Child and Dependent Care Expenses, for details.)

G Child Tax Credit (including additional child tax credit). See Pub 972, Child Tax Credit, for more information.
- If your total income will be less than $57,000 ($85,000 if married), enter "2" for each eligible child.
- If your total income will be between $57,000 and $84,000 ($85,000 and $119,000 if married), enter "1" for each eligible child plus "1" additional if you have 4 or more eligible children. G

H Add lines A through G and enter total here. (Note. This may be different from the number of exemptions you claim on your tax return.) ▶ H

For accuracy, complete all worksheets that apply.
- If you plan to itemize or claim adjustments to income and want to reduce your withholding, see the Deductions and Adjustments Worksheet on page 2.
- If you have more than one job or are married and you and your spouse both work and the combined earnings from all jobs exceed $40,000 ($25,000 if married) see the Two-Earners/Multiple Jobs Worksheet on page 2 to avoid having too little tax withheld.
- If neither of the above situations applies, stop here and enter the number from line H on line 5 of Form W-4 below.

Cut here and give Form W-4 to your employer. Keep the top part for your records.

Form **W-4**
Department of the Treasury
Internal Revenue Service

Employee's Withholding Allowance Certificate

▶ Whether you are entitled to claim a certain number of allowances or exemption from withholding is subject to review by the IRS. Your employer may be required to send a copy of this form to the IRS.

OMB No. 1545-0074
2007

1 Type or print your first name and middle initial: Scott D.
Last name: Bennett
2 Your social security number: [redacted]

Home address (number and street or rural route): [redacted]
3 ☐ Single ☑ Married ☐ Married, but withhold at higher Single rate.
Note. If married, but legally separated, or spouse is a nonresident alien, check the "Single" box.

City or town, state, and ZIP code: [redacted]
4 If your last name differs from that shown on your social security card, check here. You must call 1-800-772-1213 for a replacement card. ▶ ☐

5 Total number of allowances you are claiming (from line H above or from the applicable worksheet on page 2) . . 5 4
6 Additional amount, if any, you want withheld from each paycheck . . . . . 6 $
7 I claim exemption from withholding for 2007, and I certify that I meet both of the following conditions for exemption.
- Last year I had a right to a refund of all federal income tax withheld because I had no tax liability and
- This year I expect a refund of all federal income tax withheld because I expect to have no tax liability.

If you meet both conditions, write "Exempt" here . . . . . ▶ 7

Under penalties of perjury, I declare that I have examined this certificate and to the best of my knowledge and belief, it is true, correct, and complete.
Employee's signature (Form is not valid unless you sign it.) ▶ SH SH Date ▶ 11/12/07

8 Employer's name and address (Employer: Complete lines 8 and 10 only if sending to the IRS.)
Fayette County
Department of Human Resources
140 Stonewall Ave. W.
Fayetteville, GA 30214
9 Office code (optional)
10 Employer identification number (EIN)

For Privacy Act and Paperwork Reduction Act Notice, see page 2. Cat. No. 10220Q Form W-4 (2007)

Form G-4 (Rev. 09/04)

STATE OF GEORGIA

EMPLOYEE'S WITHHOLDING ALLOWANCE CERTIFICATE

1a. YOUR FULL NAME	1b. YOUR SOCIAL SECURITY NUMBER
Scott David Bennett	[redacted]
2a. HOME ADDRESS (Number, Street, or Rural Route)	2b. CITY, STATE AND ZIP CODE
[redacted]	[redacted]

PLEASE READ INSTRUCTIONS ON REVERSE SIDE BEFORE COMPLETING LINES 3 - 8

3. MARITAL STATUS
(If you do not wish to claim an allowance, enter "0" in the brackets beside your marital status.)

A. Single: enter 0 or 1 ..... [ ]

B. Married Filing Joint, both spouses working: enter 0 or 1 or 2 ..... [ ]

C. Married Filing Joint, one spouse working: enter 0 or 1 or 2 ..... [2]

D. Married Filing Separate: enter 0 or 1 or 2 ..... [ ]

E. Head of Household: enter 0 or 1 or 2 ..... [ ]

4. DEPENDENT ALLOWANCES [2]

5. ADDITIONAL ALLOWANCES [ ]
(complete worksheet below)

6. ADDITIONAL WITHHOLDING $ _____

7. LETTER USED (Marital Status A, B, C, D, or E) C

TOTAL ALLOWANCES (Total of Lines 3 - 5) 4
(Employer: The letter indicates the tax tables on pages 20 through 39 of the Employer's Tax Guide)

8. EXEMPT: Read the Line 8 Instructions on page 2 before completing this section.
I claim exemption from withholding because I incurred no Georgia income tax liability last year and I do not expect to have a Georgia income tax liability this year. Check here ☐

I certify under penalty of perjury that I am entitled to the number of withholding allowances or the exemption from withholding status claimed on this Form G-4. Also, I authorize my employer to deduct per pay period the additional amount listed above.

Employee's Signature _____ Date 4/12/07

Employer: Complete Line 9 and mail entire form only if the employee claims over 14 allowances or exempt from withholding. If necessary, mail form to: Georgia Department of Revenue, Withholding Tax Unit, P. O. Box 49432, Atlanta, GA 30359.

9. EMPLOYER'S NAME AND ADDRESS:

Fayette County Board of Commissioners
1140 Stonewall Ave., West
Fayetteville, GA 30214

EMPLOYER'S FEIN: 58-6000826

EMPLOYER'S WH#: _____

Do not accept forms claiming additional allowances unless the worksheet below has been completed. Do not accept forms claiming exempt if numbers are written on Lines 3 - 7.

WORKSHEET FOR CALCULATING ADDITIONAL ALLOWANCES

1. COMPLETE THIS LINE ONLY IF USING STANDARD DEDUCTION:
Yourself: ☐ Age 65 or over ☐ Blind
Spouse: ☐ Age 65 or over ☐ Blind
Number of boxes checked ____ x 1300 ..... $ _____

2. ADDITIONAL ALLOWANCES FOR DEDUCTIONS:

A. Federal Estimated Itemized Deductions ..... $ _____

B. Georgia Standard Deduction (enter one): Single/Head of Household $2,300
Each Spouse $1,500 $ _____

C. Subtract Line B from Line A ..... $ _____

D. Allowable Deductions to Federal Adjusted Gross Income ..... $ _____

E. Add the Amounts on Lines 1, 2C, and 2D ..... $ _____

F. Estimate of Taxable Income not Subject to Withholding ..... $ _____

G. Subtract Line F from Line E (if zero or less, stop here) ..... $ _____

H. Divide the Amount on Line G by $3,000. Enter total here and on Line 5 above ..... _____
(This is the maximum number of additional allowances you can claim. If the remainder is over $1,500 round up).

SUMMONS EXHIBIT # 9 SC-85-1 Clyde Castleberry Co. Covington, GA 30015

IN THE SUPERIOR/~~STATE~~ COURT OF Henry COUNTY

STATE OF GEORGIA

Estasia Lee Bennett

CIVIL ACTION NUMBER 08-CV-0257-W

PLAINTIFF

VS.

Aetna Life Insurance Company

DEFENDANT

SUMMONS

TO THE ABOVE NAMED DEFENDANT:

You are hereby summoned and required to file with the Clerk of said court and serve upon the Plaintiff's attorney, whose name and address is:

Scott D. Bennett
PO Box 3506
McDonough, Ga 30253

an answer to the complaint which is herewith served upon you, within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

This 15th day of January, 2008.

Clerk of Superior/State Court

SEAL OF HENRY SUPERIOR COURT A.D. 1822 GEORGIA

BY Christie G. Lewis

Deputy Clerk

Georgia, Henry County
I certify that the foregoing is a true and exact copy of the original which appears of record in this office.
In witness whereof I have this 22nd day of Jan 2013 affixed my seal and signature

Barbara A. Harrison, Clerk
Henry Superior Court

IN THE SUPERIOR COURT OF HENRY COUNTY
STATE OF GEORGIA

FILED IN OFFICE
HENRY COUNTY
SUPERIOR COURT
JAN 15 2008
CLERK OF SUPERIOR COURT

950

ESTASIA LEE BENNETT,	)	
	)	
Plaintiff,	)	Civil Action File No.:
	)	
v.	)	
	)	08-CV-0257-W
AETNA LIFE INSURANCE COMPANY,	)	
	)	
Defendant.	)	

COMPLAINT FOR DAMAGES

COMES NOW, Plaintiff Estasia Lee Bennett ("Plaintiff") in the above-styled action and states to the Court her Complaint against Defendant Aetna Life Insurance Company as follows:

1.

Defendant AETNA LIFE INSURANCE COMPANY (hereinafter referred to as "Aetna") is a foreign corporation operating in the State of Georgia. Its registered agent for service of process is CT Corporation Systems, and Aetna may be served legal process at 1201 Peachtree Street NE, Atlanta, Georgia 30361. Aetna is subject to the jurisdiction and venue of this Court.

2.

Plaintiff Estasia Lee Bennett is the daughter of Harry D. Barfield, the deceased.

3.

Harry D. Barfield was employed by Delta Airlines during his life.

4.

Harry D. Barfield had a life insurance policy issued by the Defendant through Delta Airlines during his employment.

5.

Harry D. Barfield was insured through a basic policy in the amount of $30,000.

6.

While employed with Delta Airlines, Harry D. Barfield took out additional life insurance through Defendant Aetna for an additional coverage amount of $80,000, for a total coverage amount of $110,000.

7.

Harry D. Barfield left Delta Airlines due to being totally disabled.

8.

In 2004, Defendant Aetna sent Harry D. Barfield a premium waiver statement indicating that Mr. Barfield had in effect $110,000 of coverage, for the year 2005.

9.

Mr. Barfield signed and timely returned this statement for 2005.

10.

In 2005, Defendant Aetna sent Harry D. Barfield a premium waiver statement indicating that Mr. Barfield had in effect $110,000 of coverage, for the year 2006.

11.

Mr. Barfield signed and timely returned this statement for 2006.

12.

Plaintiff Estasia Lee Bennett was named beneficiary of this life insurance policy at a level of 50%.

13.

Harry D. Barfield died in June of 2006.

14.

Defendant Aetna paid Plaintiff $15,000 for her 50% of the basic life insurance, but has refused to pay the balance of the insurance coverage of $40,000.

15.

Plaintiff has made all documentation available to Aetna representatives reflecting Aetna's statements of coverage in the amount of $110,000, but Aetna has refused to make payment.

COUNT ONE

BREACH OF CONTRACT

16.

Plaintiff incorporates the allegations of Paragraphs 1 through 15 into this paragraph as though stated in their entirety.

17.

Plaintiff is beneficiary of the life insurance policy executed between Delta Airlines and Aetna on behalf of Mr. Barfield.

18.

Defendant Aetna breached Mr. Barfield's contract for life insurance by failing to tender the proceeds to the beneficiaries.

19.

Plaintiff is entitled to recover the unpaid principal amount of the insurance policy in the amount of $40,000. In addition, Plaintiff is entitled to receive interest on this amount.

COUNT TWO

BAD FAITH

20.

Plaintiff incorporates the allegations of Paragraphs 1 through 19 into this paragraph as though stated in their entirety.

21.

The premium waiver disability statements indicate that Mr. Barfield had life insurance coverage in the amount of $110,000.

22.

Despite acknowledging that these documents were issued by Aetna and that Aetna represented to Mr. Barfield during his life that he was covered in the amount of $110,000, Aetna has refused to tender payment in good faith.

23.

Defendant Aetna has acted in bad faith in refusing to tender payment within 60 days after being formally notified of Mr. Barfield's death.

24.

Plaintiff is entitled to damages and attorney's fees pursuant to O.C.G.A. § 33-4-6.

COUNT THREE

DETRIMENTAL RELIANCE

25.

Plaintiff incorporates the allegations of Paragraphs 1 through 24 into this paragraph as though stated in their entirety.

26.

Defendant Aetna represented to the deceased, Mr. Barfield, that he was insured in the amount of $110,000.

27.

Based upon the documents provided to Mr. Barfield, Mr. Barfield conducted estate planning and notified his heirs of his benefits and intended distribution.

28.

Mr. Barfield did not acquire any additional life insurance based upon the representations of Aetna that he was insured in the amount of $110,000.

29.

Based upon this reliance, equity demands that Defendant Aetna honor its representations to Mr. Barfield and pay the unpaid amount due Plaintiff on the policy in the amount of $40,000.

COUNT FIVE

AGENCY

30.

Plaintiff incorporates the allegations of Paragraphs 1 through 29 into this paragraph as though stated in their entirety.

31.

Defendant Aetna, through its lawful agents, represented to Mr. Barfield that he was insured in the amount of $110,000.

32.

Defendant Aetna's agents possessed actual and apparent authority to determine that the amount of coverage under the policy was $110,000 and to bind Aetna as their principal to this coverage.

33.

Upon information and belief, all documents reflecting this coverage amount were produced by Aetna at its corporate offices in Lexington, Kentucky.

34.

Based upon the actions of Defendant Aetna through its agents, Plaintiff is entitled to be paid 50% of the outstanding amount of the policy of $80,000.

WHEREFORE, Plaintiff prays:

(1) For an award of damages as are authorized by law in an amount not less than $40,000.00;

(2) For an award of all reasonable costs and attorney's fees incurred by Plaintiff;

(3) For such other and further relief as the Court may deem just and equitable.

DATED this 10th day of January, 2008.

Respectfully submitted,

Scott D. Bennett
Georgia State Bar No. 050607

Attorney for Plaintiff
P.O. Box 3506
McDonough, Georgia 30253
(678) 281-7843

General Civil Case Filing Information Form (Non-Domestic)

Court
☑ Superior
☐ State

County Henry **Date Filed** 01-15-2008
MM-DD-YYYY

Docket # 08-CV-0257-W

Plaintiff(s)

Bennett, Estasia L
Last First Middle I. Suffix Prefix Maiden

Last First Middle I. Suffix Prefix Maiden

Last First Middle I. Suffix Prefix Maiden

Last First Middle I. Suffix Prefix Maiden

No. of Plaintiffs 1

Defendant(s)

Aetna Life Insurance Company
Last First Middle I. Suffix Prefix Maiden

Last First Middle I. Suffix Prefix Maiden

Last First Middle I. Suffix Prefix Maiden

Last First Middle I. Suffix Prefix Maiden

No. of Defendants 1

Plaintiff/Petitioner's Attorney ☐ **Pro Se**

Bennett, Scott D
Last First Middle I. Suffix

Bar # 050607

Check Primary Type (Check only **ONE**)

- ☑ Contract/Account
- ☐ Wills/Estate
- ☐ Real Property
- ☐ Dispossessory/Distress
- ☐ Personal Property
- ☐ Equity
- ☐ Habeas Corpus
- ☐ Appeals, Reviews
- ☐ Post Judgment Garnishment, Attachment, or Other Relief
- ☐ Non-Domestic Contempt
- ☐ Tort (If tort, fill in right column)
- ☐ Other General Civil Specify _____

If Tort is Case Type:
(Check no more than **TWO**)

- ☐ Auto Accident
- ☐ Premises Liability
- ☐ Medical Malpractice
- ☐ Other Professional Negligence
- ☐ Product Liability
- ☐ Other Specify _____

Are Punitive Damages Pleaded? ☐ Yes ☐ No

FILED IN OFFICE
HENRY COUNTY
SUPERIOR COURT
FEB 27 2008
CLERK OF SUPERIOR COURT

IN THE SUPERIOR COURT OF HENRY COUNTY
STATE OF GEORGIA

ESTASIA LEE BENNETT,	)	
	)	
Plaintiff	)	
	)	CASE NO.: 08-CV-0257-W
v.	)	
	)	
AETNA LIFE INSURANCE COMPANY,	)	
	)	
	)	
Defendants	)	

STIPULATION OF DISMISSAL WITH PREJUDICE

Now comes the plaintiff, Estasia Lee Bennett, and through her undersigned attorney of record, dismisses this case with prejudice.

Scott D. Bennett
Georgia Bar No. 050607

Attorney for Plaintiff

Post Office Box 3506
McDonough, Georgia 30253
(678) 251-7843

FILED IN OFFICE
HENRY COUNTY
SUPERIOR COURT

FEB 18 2010

Barbara A Harrison
CLERK OF SUPERIOR COURT

IN THE SUPERIOR COURT OF HENRY COUNTY
STATE OF GEORGIA

MC LAND INVESTMENTS, Plaintiff, v. HENRY COUNTY TAX ASSESSORS, Defendant.	CIVIL ACTION FILE NO.: 09-CV-0507-M

EXHIBIT # 10

ENTRY OF APPEARANCE

COMES NOW the undersigned counsel, Scott D. Bennett, and hereby submits this Notice of Entry of Appearance on behalf of MC LAND INVESTMENTS, LLC in this matter. In conjunction herewith, the Undersigned hereby requests that he be notified of all proceedings pertaining to the above-styled matter by the Superior Court of Henry County, Georgia.

Respectfully submitted this 18th day of February, 2010.

Scott D. Bennett
State Bar No. 050607

317 Norway Spruce Court
Locust Grove, Georgia 30248
(678) 251-7843

Georgia, Henry County
I certify that the foregoing is a true and exact copy of the original which appears of record in this office.
In witness whereof I have this 22nd day of Jan. 2012 affixed my seal and signature
Barbara A. Harrison, Clerk
Henry Superior Court

SEAL OF HENRY SUPERIOR COURT
A.D. 1822
GEORGIA

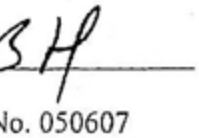
CERTIFICATE OF SERVICE

This is to certify that I have this day served opposing counsel with the forgoing Entry of Appearance by depositing a copy of same in the U. S. Mail, bearing sufficient postage thereon, properly addressed to:

LaTonya Nix Wiley, Esq
Office of the County Attorney
140 Henry Parkway
McDonough, GA 30253

This 18th day of February, 2010.

Respectfully submitted,



Scott D. Bennett
Georgia State Bar No. 050607
317 Norway Spruce Court
Locust Grove, Georgia 30248
(678) 251-7843

Attorney for MC Land Investments, LLC

EXHIBIT # 11

IN THE SUPERIOR COURT OF HENRY COUNTY
STATE OF GEORGIA

FILED IN OFFICE
HENRY COUNTY
SUPERIOR COURT

JUL 28 2010 9:15

Barbara A. Harrison
CLERK OF SUPERIOR COURT

J.M.C. HOMES, INC. and J. MATTHEW CAGLE,

Plaintiffs,

v.

JULIANO CARPET SUPPLY, INC., JULIANO MEHIO, ASMA MEHIO, and CHARTERBANK a/k/a NEIGHBORHOOD COMMUNITY BANK,

Defendants.

CIVIL ACTION

FILE NO.: 10-CV-2752WC

Georgia, Henry County
I certify that the foregoing is a true and exact copy of the original which appears of record in this office.
In Witness whereof I have this 22 day of affixed my seal and signature
Barbara A. Harrison, Clerk
Henry Superior Court

SEAL OF HENRY SUPERIOR COURT GEORGIA

VERIFIED COMPLAINT, REQUEST FOR DECLARATORY JUDGMENT, AND REQUEST FOR PRELIMINARY AND PERMANENT INJUNCTIVE RELIEF

COMES NOW, Plaintiffs J.M.C. HOMES, INC. ("JMC") and J. MATTHEW CAGLE ("Cagle") and files their Complaint, Request for Declaratory Judgment, and Request for Preliminary and Permanent Injunction against Defendants. JMC alleges as follows:

PARTIES

1.

Plaintiff JMC is a corporation organized in the State of Georgia and is in the business of building and renovating buildings. Plaintiff J. Matthew Cagle ("Cagle") is an individual who resides in Henry County, Georgia.

2.

Defendant Juliano Carpet Supply, Inc. ("Juliano Carpet") is a corporation organized in the State of Georgia and may be served through its registered agent for service Juliano Mehio at 7229 Daniel Drive, Stockbridge, GA 30281.

3.

Defendant Juliano Mehio is an individual who is a resident of Henry County in the State of Georgia and may be served at his place of business located at 7229 Daniel Drive, Stockbridge, GA 30281.

4.

Defendant Asma Mehio is an individual who is a resident of Henry County in the State of Georgia and may be served at her place of business located at 7229 Daniel Drive, Stockbridge, GA 30281.

5.

Defendant Neighborhood Community Bank a/ka CharterBank ("CharterBank") is a bank organized and existing in the State of Georgia. CharterBank may be served through its registered agent for service Theo D. Mann at 28 Jackson St., Newnan, GA 30263.

JURISDICTION

6.

Defendants are subject to the jurisdiction of this Court and venue is proper against Defendant under the facts and circumstances as alleged herein.

FACTUAL ALLEGATIONS

7.

On or about October 3, 2008, JMC and Juliano Carpet entered into a contract for JMC to construct a building for Juliano Carpet (hereinafter "Project"). A true and correct copy of the contract (hereinafter "Contract") is attached hereto as Exhibit A.

8.

This Contract provided that during the construction of the building, JMC would submit periodic invoices for the work and materials ("Draws") that would be subject to review by Juliano Carpet.

9.

If there was no objection to the Draw by Juliano Carpet within 10 days, the draw became due and payable. See Contract, ¶ 8.1.2.

10.

In order to finance the building, Defendants Juliano Carpet, Juliano Mehio, and Asma Mehio entered into a loan agreement with CharterBank to finance the construction..

11.

Through the Contract, Defendants Juliano Carpet, Juliano Mehio, and Asma Mehio represented that they had sufficient funding to complete the project.

12.

Defendant CharterBank has at all times known that JMC was performing work on the building and that the loan proceeds were to be used to pay for the Project.

13.

Based upon the contract between JMC and Juliano Carpet, CharterBank agreed to make the loan for the project and filed a "construction security deed" upon the property on January 18, 2007 at Deed Book 10567, Page 129.

14.

Since this original deed filing, CharterBank has filed a new "Construction Security Deed" on October 15, 2008 at Deed Book 11069, Page 79. A copy of this "Construction Security Deed" is attached hereto as Exhibit B.

15.

Upon the filing of each of these deeds, CharterBank had actual knowledge that JMC was performing work and providing materials to improve the Project site.

16.

JMC completed substantial work on the building and has submitted draws for the work which Juliano Carpet has made no objection. Each draw was submitted to Juliano Carpet and CharterBank.

17.

On June 4, 2010, JMC submitted draw number 18 in the amount of $42,364.54. Juliano Carpet made no objection to this draw but Defendants only paid $27,378.02 of the draw.

18.

On June 8, 2010, JMC submitted draw number 19 in the amount of $41,496.20. Juliano Carpet made no objection to this draw but Defendants refused to pay any amount of the draw.

19.

On June 18, 2010, JMC submitted draw number 20 in the amount of $2,427.75. Juliano Carpet made no objection to this draw but Defendants refused to pay any amount of the draw.

20.

On June 29, 2010, JMC submitted draw number 21 in the amount of $21,926.16. Juliano Carpet made no objection to this draw but Defendants refused to pay any amount of the draw.

21.

JMC has made inquiry to Defendants Juliano Carpet, Juliano Mehio, and Asma Mehio as to any defects in workmanship or materials regarding the work performed by JMC.

22.

On July 20, 2010, representatives of JMC met with representatives of Juliano Carpet at the Project site to review alleged issues with the wiring and plumbing of the building. Juliano Carpet's new electrician was present to discuss the electrical wiring but identified no defects in the work.

23.

At the July 20, 2010 meeting, counsel for Juliano Carpet stated that there were no known issues with the workmanship of the plumbing; he only questioned the value of the work performed.

24.

Representatives of Juliano Carpet have informed JMC that there remains approximately $70.000.00 in loan proceeds that CharterBank is in possession of but will not release to pay JMC for the work performed.

25.

Representatives of Juliano Carpet have informed JMC that the $70,000.00 in loan proceeds that CharterBank is in possession of is all of the funding that Defendants possess to complete the building.

26.

Due to non-payment by Defendants, JMC has exercised its rights under the contract to cease work on the project and pursue payment. See Contract §§ 8.1, 8.4, and 10.5.

27.

Since JMC ceased work on the building, Defendants Juliano Carpet, Juliano Mehio, and Asma Mehio have hired additional contractors to complete the building and have stated that they intend to use the remaining $70,000 in loan proceeds to pay these new contractors. Counsel for Defendants Juliano Carpet, Juliano Mehio, and Asma Mehio stated that there would be no additional available funding to pay JMC.

28.

Representatives of Juliano Carpet have informed JMC that CharterBank has indicated that it will refuse payment to JMC because the building is not complete regardless of the work performed and materials delivered.

29.

Based upon the non-payment, JMC has placed a materialman's lien upon the property in the amount of $64,704.97 plus interest as provided by law.

30.

Counsel for Juliano Carpet has stated that JMC's lien would be subordinate to that of the security deed of the bank.

31.

Since JMC has ceased work upon the building, Defendant Juliano Mehio has stated to various subcontractors of JMC that Defendants Juliano Carpet, Juliano Mehio, and Asma Mehio have paid JMC for the work performed but that JMC has wrongfully refused to pay the subcontractors despite actual knowledge that JMC has not been paid.

REQUESTS FOR RELIEF

COUNT ONE

DECLARATORY JUDGMENT

32.

Plaintiff incorporates by reference the allegations in Paragraphs 1-31 above as if set forth verbatim herein.

33.

JMC has filed a materialman's lien in accordance with state law based upon the non-payment for work performed and materials delivered to the site.

34.

CharterBank had actual knowledge of the work being performed by JMC since the building began.

35.

Counsel for Juliano Carpet has stated that JMC's lien would be inferior to the construction security deed filed by CharterBank.

36.

Base upon the applicable Georgia statutes and because CharterBank had actual knowledge of the work being performed by JMC, JMC seeks declaratory judgment that its lien is superior to the construction security deeds filed by CharterBank.

COUNT TWO

INJUNCTIVE RELIEF

37.

Plaintiff incorporates by reference the allegations in Paragraphs 1-36 above as if set forth verbatim herein.

38.

Defendants Juliano Carpet, Juliano Mehio, and Asma Mehio have indicated that they possess approximately $70,000 to pay for the work on the building and that they have no other source of funding.

39.

JMC has made demand upon Defendants Juliano Carpet, Juliano Mehio, Asma Mehio and CharterBank in the amount of $68,204.00 as payment for completed work.

40.

Counsel for Defendants Juliano Carpet, Juliano Mehio, Asma Mehio has stated that CharterBank will only pay the remaining $70,000 in loan proceeds to new contractors on the site and will thus leave JMC no meaningful recourse to collect upon its debt.

41.

Should JMC not be able to pay the subcontractors that performed work on the Project site, JMC's reputation will be irreparably harmed and will cause JMC damages which are impossible to calculate.

42.

Because JMC has no other adequate remedy at law, JMC seeks to enjoin CharterBank from distributing the loan proceeds to Defendants Juliano Carpet, Juliano Mehio, and/or Asma Mehio, nor to any subsequent materialmen.

COUNT THREE

BREACH OF CONTRACT

43.

Plaintiff incorporates by reference the allegations in Paragraphs 1-42 above as if set forth verbatim herein.

44.

The Contract requires Juliano Carpet to make payment within certain time limits of the submission of a draw.

45.

Juliano Carpet has failed to make timely payment as required by the Contract.

46.

Pursuant to the terms of the Contract, JMC is authorized to terminate the contract and seek damages pursuant to the contract.

47.

Pursuant to the Contract, JMC is entitled to payment for all work performed, interest on the unpaid and materials delivered plus a termination fee of $75,000.

COUNT FOUR

FRAUD IN THE INDUCEMENT

48.

Plaintiff incorporates by reference the allegations in Paragraphs 1-47 above as if set forth verbatim herein.

49.

At all times during construction, Defendants Juliano Carpet, Juliano Mehio, Asma Mehio and CharterBank had special knowledge regarding the assets of Defendants Juliano Carpet, Juliano Mehio, and Asma Mehio. These Defendants were aware of the amount of loan proceeds remaining and the status of the project.

50.

Despite having knowledge of the lack of available funding, the Defendants conspired to allow JMC to continue working on the project and providing materials.

51.

Defendants represented to JMC that available funding was available for the work being performed by JMC.

52.

Despite available funding, Defendants have conspired to deny payment to JMC despite any lawful reason for such action.

53.

Defendants each stand to gain by defrauding JMC in that Defendants Juliano Carpet, Juliano Mehio, and Asma Mehio would have full use of the building without paying for the work

performed. Defendant CharterBank would have a completed building as collateral to secure its debt.

54.

When JMC was performing the work, the Defendant knew or should have known that there would be insufficient funding to complete the building. But rather than cease building or revise the plans, Defendants intentionally requested JMC to perform additional work with no intention of paying JMC for the work and materials.

COUNT FIVE

UNJUST ENRICHMENT

55.

Plaintiff incorporates by reference the allegations in Paragraphs 1-54 above as if set forth verbatim herein.

56.

JMC has provided valuable work and materials to the project.

57.

Defendants Juliano Carpet, Juliano Mehio, and Asma Mehio have benefited from the improvements to their property without paying for said improvements.

58.

Defendant CharterBank has benefited from the improvements to their property without paying for said improvements in that they have an increased value in the collateral for their loan without paying for such value.

59.

JMC is entitled to receive compensation for the increased value of the property owned by Defendants Juliano Carpet, Juliano Mehio, and Asma Mehio.

COUNT SIX

SPECIFIC PERFORMANCE

60.

Plaintiff incorporates by reference the allegations in Paragraphs 1-59 above as if set forth verbatim herein.

61.

Defendants Juliano Mehio and Asma Mehio have authority to direct Defendant CharterBank to release proceeds from their construction loan for the Project to pay for work and materials delivered to the Project.

62.

Upon information and belief, Defendants Juliano Mehio and Asma Mehio have failed to direct Defendant CharterBank to pay JMC for the uncontested draws 18, 19, 20, and 21.

63.

JMC seeks this Court to Order Defendants Juliano Mehio and Asma Mehio to direct CharterBank to release payment to JMC in the amount of $68,204.00 as the amount outstanding for the work performed on the building.

64.

JMC further seeks this Court to Order Defendant CharterBank to pay JMC in the amount of $68,204.00 upon the directive of Defendants Juliano Mehio and Asma Mehio.

COUNT SIX

SLANDER

65.

Plaintiffs incorporate by reference the allegations in Paragraphs 1-64 above as if set forth verbatim herein.

66.

Defendant Juliano Mehio has falsely accused JMC and Mr. Cagle of conversion, i.e., receiving payment for work performed but wrongfully withholding payment from the intended recipient.

67.

Defendant Juliano Mehio knew that JMC had not received payment for the work when he made the false statement.

68.

Defendant Juliano Mehio has made false statements against JMC and Plaintiff Cagle in their trade and profession which were designed to injure them.

COUNT SEVEN

ATTORNEY'S FEES

69.

Plaintiff incorporates by reference the allegations in Paragraphs 1-68 above as if set forth verbatim herein.

70.

Plaintiff JMC is entitled to attorneys against Defendant Juliano Carpet pursuant to Contract § 11.6.

71.

JMC is entitled to attorney's fees against all Defendants pursuant to O.C.G.A. § 9-15-14.

WHEREFORE, Plaintiffs JMC Homes, Inc. and J. Matthew Cagle prays:

(1) For this Court to declare that JMC Homes, Inc.'s materialman's lien is superior to the lien of Defendant CharterBank;

(2) For this Court to enjoin CharterBank from distributing any loan proceeds of Defendants Juliano Carpet, Juliano Mehio, and Asma Mehio except to JMC Homes, Inc.;

(3) For an award of such damages as are authorized by law;

(4) For an award of all reasonable costs and attorneys' fees incurred by Plaintiff in asserting its rights;

(5) For a trial by jury on any issue that should not be resolved by the Court as a matter of law; and

(6) For such other and further relief as the Court may deem just and equitable.

DATED this 28th day of July, 2010.

Respectfully submitted,

Scott D. Bennett
Ga. State Bar No. 050607

317 Norway Spruce Court
Locust Grove, Georgia 30248
(678) 251-7843

EXHIBIT # 12

IN THE SUPERIOR COURT OF HENRY COUNTY

FILED IN OFFICE
HENRY COUNTY
SUPERIOR COURT
APR 15 2009

STATE OF GEORGIA

Barbara A. ...

CAGLE HOMES, LLC,	)	
Plaintiff,	)	
	)	CIVIL ACTION FILE NO. 09-CV-150-A
v.	)	
HENRY COUNTY BOARD OF TAX ASSESSORS,	)	
Defendant.	)	

SEAL OF HENRY SUPERIOR COURT GEORGIA

Georgia, Henry County
I certify that the foregoing is a true and exact copy of the original which appears of record in this office.
In witness whereof I have this 22 day of affixed my seal and signature
Barbara A. Harrison, Clerk
Henry Superior Court

JOINT MOTION FOR CONTINUANCE

COME NOW the Plaintiff and Defendant and respectfully request that this Court continue the above-styled *ad valorem* property tax appeal from the Court's Calendar Call of April 27, 2009 and Civil Jury Trial Calendar beginning the weeks of May 11, 2009 and June 8, 2009, to an available jury trial calendar after July 13, 2009. Defendant's counsel has a leave of absence for the period of July 6-10, 2009.

This case was filed on January 13, 2009 and has not been continued from any previous calendars. The parties have begun discovery, including interrogatories and document production requests. The parties desire a reasonable period of time to exchange relevant documents and other information and to conduct settlement negotiations. Defendant agrees and stipulates that continuance of the appeal will not be a ground for dismissal of the appeal as having been untimely heard.

O.C.G.A. § 48-5-311(g)(4)(A) provides that this Court may continue the date for hearing the taxpayer's appeal "upon a showing of good cause". The parties respectfully submit that the foregoing facts show good cause for continuance and request that a continuance be granted.

Respectfully submitted this 15th day of April, 2009.

Scott Bennett with express written permission to sign

Scott Bennett
Ga. Bar No. 050607
Attorney for Plaintiff
140 Stonewall Avenue West Ste100
Fayetteville, Georgia 30214
(678) 251-7843

LaTonya Nix Wiley,
Ga. Bar No. 544615
Office of the County Attorney
Attorney for Defendant
140 Henry Parkway
McDonough, Georgia 30253
(770) 288-6240

EXHIBIT # 13

IN THE SUPERIOR COURT OF HENRY COUNTY

STATE OF GEORGIA

(Pl. granted Motion - Signed Order - Bennett - No Show)

MC Land Investments, LLC,	)	
	)	
Plaintiff,	)	**Civil Action File No.**
vs.	)	
	)	**09-CV-0507-M**
Henry County Board of Tax Assessors,	)	
	)	
Defendant.	)	

ORDER OF DISMISSAL

The above-styled tax appeal case was filed with the Court on February 6, 2009. On or about March 23, 2009, Defendant served Plaintiff with *Defendant's First Interrogatories and Request for Production of Documents to Plaintiff*; however, Plaintiff has failed to respond. Thereafter, Defendant requested a response to its discovery pursuant to **Uniform Superior Court Rule 6.4**; however, discovery responses have not been received.

On July 2, 2009, Defendant moved, pursuant to **O.C.G.A. §9-11-37(d)**, to dismiss the pending action due to Plaintiff's failure to file a written response to Defendant's Interrogatories.

Having considered Defendant's Motion and Brief in support thereof, it is hereby **ORDERED, ADJUDGED** and **DECREED** that Defendant's Motion to Dismiss be **GRANTED.**

This _____ day of _____ 2010.

_____
ARCH MCGARITY, JUDGE
HENRY COUNTY SUPERIOR COURT

Prepared By:

LaTonya Nix Wiley
State Bar No. 544615
140 Henry Parkway
McDonough, Georgia 30253
770-288-6241

EXHIBIT # 14

CERTIFICATE OF SERVICE

I have this day served a copy of the foregoing "Defendant's Brief In Support of Motion To Dismiss for Failing To Comply With Discovery" upon the following by depositing a copy of same in the United States mail, first class, with sufficient postage thereon to insure delivery addressed to the following:

Scott Bennett
Attorney for Plaintiff
140 Stonewall Avenue West Ste100
Fayetteville, Georgia 30214

This 2nd day of July 2009.

LaTonya Nix Wiley
State Bar No. 544615
Counsel for Defendant

CERTIFICATE OF SERVICE

I have this day served a copy of the foregoing motion upon the following party/counsel by depositing a copy of same in the United States mail, first class, with sufficient postage thereon to insure delivery addressed to the following:

Scott Bennett
Attorney for Plaintiff
140 Stonewall Avenue West Ste100
Fayetteville, Georgia 30214

This 2nd day of July, 2009.

LaTonya Nix Wiley
State Bar No. 544615
Counsel for Defendant
770.288.6240

EXHIBIT # 15

FILED IN OPEN COURT
SUPERIOR COURT
HENRY COUNTY, GA

MAY 20 2010 9:40 am

CLERK OF SUPERIOR COURT

IN THE SUPERIOR COURT OF HENRY COUNTY

STATE OF GEORGIA

HC Land Investments, LLC,	)	
	)	
Plaintiff,	)	Civil Action File No.
	)	
vs.	)	09-CV-0507-M
	)	
Henry County Board of Tax Assessors,	)	
	)	
Defendant.	)	

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On July 2, 2009, Defendant moved, pursuant to **O.C.G.A. §9-11-37(d)**, to dismiss the pending action due to Plaintiff's failure to file a written response to Defendant's Interrogatories.

Having considered Defendant's Motion and Brief in support thereof, it is hereby **ORDERED**, **ADJUDGED** and **DECREED** that Defendant's Motion to Dismiss be **GRANTED**.

This 20 day of May 2010.

ARCH MCGARITY, JUDGE
HENRY COUNTY SUPERIOR COURT

Prepared By:

LaTonya Nix Wiley
State Bar No. 544615
140 Henry Parkway
McDonough, Georgia 30253
770-288-6241

EXHIBIT # 16

Office of the County Attorney

LaTonya Nix Wiley
lwiley@co.henry.ga.us
140 Henry Parkway, McDonough, Georgia 30253
770-288-6240 • Facsimile 770-288-6250

June 22, 2009

Scott Bennett, Esq.
140 Stonewall Avenue West
Suite 100
Fayetteville, Georgia 30214

RE: Cagle Homes, LLC v. Henry County Board of Tax Assessors
Civil Action No. 09-CV-150-A

MC Land Investments, LLC v. Henry County Board of Tax Assessors
Civil Action No. 09-CV-0154-M

Dear Scott:

As you know, the above cases appear on the July 13th Trial Calendar.

When we last spoke, you were going to send discovery responses to me. At your earliest convenience, please provide those responses to me. I would hope that we could schedule a time to meet to see if there was any way to resolve these matters. In that regard, we may need to seek another continuance in each case.

Sincerely,

LaTonya Wiley
County Attorney

LNW:tdb

Exhibit "B"

EXHIBIT # 17

IN THE SUPERIOR COURT OF HENRY COUNTY

STATE OF GEORGIA

FILED IN OFFICE
HENRY COUNTY
SUPERIOR COURT
APR 15 2009
Catherine M. Harrison

MC LAND INVESTMENTS, LLC, Plaintiff,	)	CIVIL ACTION FILE NO. 09-CV-0507-M
v.	)	
HENRY COUNTY BOARD OF TAX ASSESSORS, Defendant.	)	

JOINT MOTION FOR CONTINUANCE

COME NOW the Plaintiff and Defendant and respectfully request that this Court continue the above-styled *ad valorem* property tax appeal from the Court's Civil Jury Trial Calendar beginning the weeks of April 27, 2009, and June 8, 2009, to an available jury trial calendar after July 13, 2009. Defendant's counsel has a leave of absence for the period of July 6-10, 2009.

This case was filed on February 6, 2009 and has not been continued from any previous calendars. The parties have begun discovery, including interrogatories and document production requests. The parties desire a reasonable period of time to exchange relevant documents and other information and to conduct settlement negotiations. Defendant agrees and stipulates that continuance of the appeal will not be a ground for dismissal of the appeal as having been untimely heard.

O.C.G.A. § 48-5-311(g)(4)(A) provides that this Court may continue the date for hearing the taxpayer's appeal "upon a showing of good cause". The parties respectfully submit that the foregoing facts show good cause for continuance and request that a continuance be granted.

Respectfully submitted this 15th day of April, 2009.

Scott Bennett with express written permission

Scott Bennett
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140 Stonewall Avenue West Ste100
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