

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION**

**STARTLEY GENERAL)
CONTRACTORS, INC.,)
MANDY POWRZANAS, and STEVEN)
STEWART, on behalf of the UNITED)
STATES OF AMERICA,)**

Plaintiffs/Relators,)

v.)

CASE NO.: 2:18-cv-00543-MHH

**THE WATER WORKS BOARD OF THE)
CITY OF BIRMINGHAM, TOMMY JOE)
ALEXANDER, DEBORAH CLARK,)
BRENDA J. DICKERSON, WILLIAM)
“BUTCH” BURBAGE, JR., RONALD A.)
MIMS, BRETT A. KING, SHERRY W.)
LEWIS, GEORGE MUNCHUS,)
WILLIAM R. MUHAMMAD,)
MACAROY “MAC” UNDERWOOD,)
T.M. “SONNY” JONES, JERRY “LEE”)
LOWE, RICHARD “WAYNE”)
NEWTON, DERRICK MAYE,)
individually and in their official capacities,)
JONES UTILITY AND CONTRACTING)
CO., INC., RICHARD “RICKY” JONES,)
and KEITH DAY,)**

Defendants.

PLAINTIFFS’ SECOND AMENDED COMPLAINT

TO THE HONORABLE JUDGE MADELINE HAIKALA:

The United States of America, by and through qui tam Relators, Startley General Contractors, Inc., Mandy Powrzanas and Steven Stewart, brings this action under 31 U.S.C. §§ 3729-32 (The “False Claims Act”) to recover from the Water Works Board of the City of Birmingham, Tommy Joe Alexander, Devorah Clark, Brenda J.

Dickerson, William J. Dickerson, William “Butch” Burbage, Jr., Ronald A. Mims, Brett A. King, Sherry W. Lewis, George Munchus, William R. Muhammad, Macaroy “Mac” Underwood, T.M. “Sonny” Jones, Jerry “Lee” Lowe, Richard “Wayne” Newton, Derrick Maye, Jones Utility and Contracting Co., Inc., Richard “Ricky” Jones and Keith S. Day for all damages, penalties, and other remedies available under the False Claims Act on behalf of the United States and themselves and would show unto the Court the following:

INTRODUCTION

This is an action for relief to redress violations of the False Claims Act, Alabama Competitive Bid Law, improper contract awarding, violations of Alabama Public Works Law, breach of contract, breach of the implied covenant of good faith and fair dealing, fraud, fraud in the inducement, defamation, slander/libel, tortious interference with a contract, tortious interference with business relations and prospective contractual relations, bribery, unlawful and deceptive business practices, solicitation for an illegal purpose, civil conspiracy, breach of fiduciary duty, negligent retention and supervision of employees, unjust enrichment, wantonness and negligent infliction of emotional distress damaging the Plaintiffs Startley General Contractors, Inc. (“Startley”), Mandy Powrzanas (“Powrzanas”) and Steven Stewart (“Stewart”) or collectively “Plaintiffs”. Plaintiffs request a trial by jury of all triable issues.

The Defendants named in this lawsuit have been involved with the Water Works Board of the City of Birmingham (“BWWB”) and a “pay to play” scheme. Over the years members of the BWWB, its management and a host of both retired and current employees have enjoyed personal enrichment through bribery and special favors from preferential contractors. These “preferred” contractors are allowed to bid “low” and charge “high” while the BWWB ratepayers are paying ever increasing rates to help fund the budget paying for these projects. These preferential contractors then reward the decision makers with “perks” for giving them no bid contracts, signing false pay estimates, or simply just looking the other way and allowing them to charge for equipment and labor that was not used on a job. The “pay to play” scheme has allowed the now defunct Jones Bros. Paving and Contracting Co., Inc., Jones Utility, and Jones Utility’s owner and operator Richard D. Jones to, in effect, “run the waterworks” for years. The BWWB has a long history of violating the Alabama Bid Law and arbitrarily and capriciously awarding contracts to whomever they choose. The BWWB and its management justify their illegal practices by claiming “the Water Works BWWB’s staff “are using their best judgment to ensure that the public receives the highest quality services at the lowest possible overall price in assigning jobs to contractors.” When an independent audit was done on the BWWB in 2014 the auditor (Michael Mason of Forensic CPA)

noted in his report that “the Water Works has weak policies addressing dishonest and unethical behavior by both employees and board members.:

“Employees or board members with a close relationship to a vendor, competitor or customer should be monitored for potential conflict of interest and acknowledge any relationship in writing while a board member or employee,” Mason wrote. “It is recommended that the board of directors adopt a policy whereby no employee or board member receive or give gifts to or from any vendor or customer at any time or for any amount.”

The report by Mr. Mason was blistering at points, assigning direct responsibility to senior management, including the general manager, Defendant Macaroy “Mac” Underwood, and assistant general managers (including Defendant Assistant General Manager T.M. “Sonny” Jones) for internal failures. Though the article written in the Birmingham News states that the report does not include any specific allegation that the board members or staff had taken favors from contractors or vendors, such allegations are specifically what this lawsuit is about. These specific allegations and how they have affected not only BWWB ratepayers, but other vendors and contractors of the BWWB are the crux of this litigation.

The pattern and practice that the BWWB, its management and attorneys use to bid and award its “special projects” is a violation of the Alabama Bid Law. The bid process of asking three (3) contractors for a price via email for projects over \$50,000 hardly qualifies as advertising and receiving sealed bids as required by AL

Code §39-2-2 which states in part:

(a) Before entering into any contract for a public works involving an amount in excess of fifty thousand dollars (\$50,000), the awarding authority shall advertise for sealed bids. If the awarding authority is the state or a county, or an instrumentality thereof, it shall advertise for sealed bids at least once each week for three consecutive weeks in a newspaper of general circulation in the county or counties in which the improvement or some part thereof, is to be made. If the awarding authority is a municipality, or an instrumentality thereof, it shall advertise for sealed bids at least once in a newspaper of general circulation published in the municipality where the awarding authority is located. No public work as defined in this chapter involving a sum in excess of fifty thousand dollars (\$50,000) shall be split into parts involving sums of fifty thousand dollars (\$50,000) or less for the purpose of evading the requirements of this section.

The handling of the bid process by the BWWB, its management and employees has been riddled with corruption and while it has proved beneficial to “preferential” contractors, it has proved detrimental to ratepayers, Plaintiffs Startley General Contractors, Inc., Mandy Powrzasas and Steven Stewart.

For more than 150 years, the FCA has been the federal government’s primary tool for combatting fraud perpetuated against it. 31 U.S.C. §§ 3729-3733; *see also* S. Rep. No. 345, at 34 (1986) *reprinted in* 1986 U.S.C.C.A.N. 5266, 5399. Congress enacted the statute in 1863 to address “massive frauds” by government contractors during the Civil War. *Universal Health Servs., Inc. v. United States*, 136 S. Ct. 1989, 1996 (2016). It is important to bear in mind that the definition of “claim” is broadly

specified in the act: any request or demand, whether under a contract or otherwise, for money or property which is made to a contractor, grantee, or other recipient if the United States Government provides any portion of the money or property which is required or demanded, or if the Government will reimburse such contractor, grantee, or other recipient for any portion of the money or property which is requested or demanded. (Emphasis added.) Therefore, false claims or fraudulent documents do not have to be submitted to the government directly, the provision covers virtually anything of value, and the Act follows the flow of government money or property. The safest rule of thumb is that if the money or property at issue originated with the government, the FCA will reach it. The definition of a claim does not depend on the manner in which funds are received from the government. A claim can be a direct request for funds or a request for a credit against accountability for advanced funds. Further, even if the claim is legitimate (i.e., payment for work actually and validly performed), it will still fall within the definition of a false claim if done pursuant to a fraudulently obtained contract. A claim does not have to be made directly by the party contracting with the government if the third party knows that the party will submit the claim to the government for payment. As such, falsifying information relied upon by the party making the claim with the knowledge that the party will use the information for payment may constitute a claim. When FERA was enacted on May 20, 2009, the crime of major fraud against the United

States (18 U.S.C. § 1031), which previously covered only fraud in government procurement and contracts for services, was amended to include a wider range of government involvement, including grants under the American Recovery and Reinvestment Act of 2009, such as SRF- Clean Water and Drinking Water State Revolving Funds. Grant fraud is defined as lying, cheating, and stealing in the performance of a government grant, contract, or loan. The elements of grant fraud are a representation about a material point which is false and intentional which is acted upon to the victim's damage. (1) a representation, in the SRF is a claim from the community to the state for reimbursement of project costs incurred. It is supported by billings and invoices from the prime contractor and subcontractors, engineering firms, consultants, and other parties involved in the project. (2) About a material point, a material point is a specific issue to which evidence is presented in determining guilt regarding an alleged wrongdoing. A contractor's claim is material because of a contractual relationship with the community and the ability to make claims for reimbursement for costs incurred. (3) Which is false and intentional, a claim may be false if it does not represent the contractor's actual incurred costs. It is intentional if the contractor knowingly claims costs which are not actually incurred. (4) Which is acted upon, a false claim is acted upon when the contractor submits a reimbursement request to the community. The community relies on the claim to be

true and accurate and makes payment based on the representation. (5) To the victim's damage, taxpayers, are all victims of SRF fraud because: (1) when fraud occurs, the Community pays for something it did not receive. (2) The contractor received more money than it was entitled to receive. (3) The SRF paid the Community for those fraudulent costs. The most common frauds in the ARRA/SRF involve construction and engineering contracts, and here are a few types of frauds: False Statements and Claims, False billings/Cost mischarging, Conflicts of Interest, Product Substitution Bribery and Kickbacks, Bidrigging--Conspiracy or Collusion and underbidding.

PARTIES

1. Relator/Plaintiff, STARTLEY GENERAL CONTRACTORS, INC., (hereinafter "Startley"), is a corporation organized under the laws of the State of Alabama.
2. Relator/Plaintiff, MANDY POWRZANAS, (hereinafter, "Powrzasnas"), is an individual that resides in the State of Alabama, is over the age of nineteen years old and maintains a principal residence in Alabama.
3. Relator/Plaintiff, STEVEN STEWART, (hereinafter, "Stewart"), is an individual that resides in the State of Alabama, is over the age of nineteen years old and maintains a principal residence in Alabama.

4. Defendant, THE WATER WORKS BOARD OF THE CITY OF BIRMINGHAM, (hereinafter “BWWB”), is incorporated in the state of Alabama.

5. Defendant, TOMMY JOE ALEXANDER, (hereinafter “Alexander”), is an individual that resides in the state of Alabama, is over the age of nineteen years old and that is the Chairman and President of The Water Works Board of the City of Birmingham.

6. Defendant, DEBORAH CLARK, (hereinafter “Clark”), is an individual that resides in the state of Alabama, is over the age of nineteen years old and that is the First Vice-Chairman and First Vice-President of The Water Works Board of the City of Birmingham.

7. Defendant, BRENDA DICKERSON, (hereinafter “Dickerson”), is an individual that resides in the state of Alabama, is over the age of nineteen years old and that is the Second Vice-Chairman and Second Vice-President of The Water Works Board of the City of Birmingham.

8. Defendant, WILLIAM “BUTCH” BURBAGE, JR., (hereinafter “Burbage”), is an individual that resides in the state of Alabama, is over the age of nineteen years old and that is the Secretary-Treasurer of The Water Works Board of the City of Birmingham.

9. Defendant, RONALD A. MIMS, (hereinafter “Mims”), is an individual that

resides in the state of Alabama, is over the age of nineteen years old and that is the Assistant Secretary-Treasurer of The Water Works Board of the City of Birmingham.

10. Defendant, BRETT A. KING, (hereinafter “King”), is an individual that resides in the state of Alabama, is over the age of nineteen years old and that is a Director of The Water Works Board of the City of Birmingham.

11. Defendant, SHERRY W. LEWIS, (hereinafter “Lewis”), is an individual that resides in the state of Alabama, is over the age of nineteen years old and that is a Director of The Water Works Board of the City of Birmingham.

12. Defendant, GEORGE MUNCHUS, (hereinafter “Munchus”), is an individual that resides in the state of Alabama, is over the age of nineteen years old and that is a Director of The Water Works Board of the City of Birmingham.

13. Defendant, WILLIAM R. MUHAMMAD, (hereinafter “Muhammad”), is an individual that resides in the state of Alabama, is over the age of nineteen years old and that is a Director of The Water Works Board of the City of Birmingham.

14. Defendant, MACAROY “MAC” UNDERWOOD, (hereinafter “Underwood”), is an individual that resides in the state of Alabama, is over the age of nineteen years old and that is the General Manager of The Water Works Board of the City of Birmingham.

15. Defendant, T.M. “SONNY” JONES, (hereinafter “S. Jones”), is an

individual that resides in the state of Alabama, is over the age of nineteen years old and that is the Assistant General Manager of The Water Works Board of the City of Birmingham.

16. Defendant, JERRY “LEE” LOWE, (hereinafter “Lowe”), is an individual that resides in the state of Alabama, is over the age of nineteen years old and that is a Jobsite Supervisor/Inspector of The Water Works Board of the City of Birmingham.

17. Defendant, RICHARD “WAYNE” NEWTON, (hereinafter “Newton”), is and individual that resides in the state of Alabama, is over the age of nineteen years old and that is a Jobsite Supervisor/Inspector of The Water Works Board of the City of Birmingham.

18. Defendant, DERRICK MAYE, (hereinafter “Maye”), is and individual that resides in the state of Alabama, is over the age of nineteen years old and that is a System Development Project Engineer of The Water Works Board of the City of Birmingham.

19. Defendant, JONES UTILITY & CONTRACTING COMPANY, INC, (hereinafter “Jones Utility”), is a corporation organized under the laws of the State of Alabama with its principal place of business located in Jefferson County, Alabama.

20. Defendant, RICHARD DWAYNE JONES, (hereinafter “R. Jones”), is an individual that resides in Cullman County, Alabama, is over the age of nineteen years old, and is also the President and Owner of Jones Utility and Contracting Company, Inc.

21. Defendant, KEITH S DAY, (hereinafter “Day”), is an individual that resides in Cullman County, Alabama, is over the age of nineteen years old, and is the former Superintendent of Jones Utility and Contracting Company, Inc.

JURISDICTION AND VENUE

22. This Court maintains subject matter jurisdiction over this action pursuant to 31 U.S.C. §3732(a) (False Claims Act) and 28 U.S.C. § 1331 (Federal Question).

23. Venue is proper in this district, pursuant to 28 U.S.C. §1391, as a substantial part of the events or omissions giving rise to the claim occurred in Jefferson County, Alabama located in this judicial district.

24. Startley General Contractors, Inc., Mandy Powrzasas, and Steven Stewart are the original sources of and have direct and independent knowledge of all publicly disclosed information that the allegations herein are based upon. Startley General Contractors, Inc., Mandy Powrzasas, and Steven Stewart have collectively and personally gathered all the documentation and photographs substantiating the allegations herein. Additionally, they have voluntarily provided all such information

to the Government with the filing of this amended action.

STATEMENT FACTS

25. In or around November 2002 Startley was created to be a family owned and operated Woman Owned Business Enterprise (WBE) to perform general contracting services such as, underground utility line installation, maintenance and repair.

26. The BWWB is an Alabama public corporation incorporated pursuant to Ala. Code §11-50-230 et seq. (1975). However, the BWWB is listed with the Alabama Secretary of State as a nonprofit organization.

27. The BWWB receives part of its funding for projects under bonds from the federal-state program the Drinking Water State Revolving Fund (“DWSRF”) loan fund.

28. The BWWB has received approximately five (5) Alabama Department of Environmental Management (“ADEM”) Drinking Water State Revolving Fund (“DWSRF”) loans since 2009. These loans are federally funded under the American Recovery and Reinvestment Act (“ARRA”) with funds from the Environmental Protection Agency (“EPA”).

- 2009 DWSRF Loan - \$10,000,000
- 2011 DWSRF Loan - \$2,045,000
- 2012 DWSRF Loan - \$1,852,000

- 2013 DWSRF Loan - \$5,780,000
- 2014 DWSRF Loan - \$1,022,000

29. Once the BWWB secures the DWSRF loan from ADEM they in turn sell a bond for the amount of the funds and deposit said funds into either the Construction Fund or the Revenue Account pursuant to the Subordinate Indenture agreement.

- 2009 DWSRF Loan – 2009 DWSRF-DL
Subordinate Water Revenue Bond
Date: 07/01/2009
Amount: \$10,000,000
Purpose: Shades Mountain Filter Plant Improvements generally
- 2011 DWSRF Loan – 2011 DWSRF- DL
Subordinate Water Revenue Bond
Date: 2-25-2011
Amount: \$2,045,000
Purpose: Carson and system improvements generally
- 2012 DWSRF Loan – 2012 DWSRF-DL
Subordinate Water Revenue Bond
Date: 2-16-2012
Amount: \$1,852,000
Purpose: Auto flushing units, West Montcrest, Inglenook III, system improvements generally
- 2013 DWSRF Loan – 2013 DWSRF-DL
Subordinate Water Revenue Bond
Date: 2-01-2013
Amount: \$5,780,000
Purpose: Rehab certain pipelines “Birmingham Water Line Improvements”, Lake Purdy Mix System and solarbees,
(See Exhibit 3 – BWWB Board Meeting Minutes 03/15/2013 pg. 7-12)

- 2014 DWSRF Loan – 2014 DWSRF-DL
Subordinate Water Revenue Bond
Date 9-15-2014
Amounts: \$1,022,000
Purpose: West End and Ensley Community improvements generally
(See Exhibit 4 – BWWB Board Meeting Minutes 09/19/2014 pg. 1-7)

30. Each month Arcadis (formerly Malcolm Pirnie) issues a certified certificate totaling the previous months capital expenditures for system improvements that have been paid out of the operating account to the General Manager for presentation to the board for a resolution to be made to reimburse said account for those expenses. Upon adoption of the resolution said reimbursement can be made out of any combination of funds from the Construction Fund, Improvement Fund or the Revenue Account. BWWB senior executive management uses the Effective Utility Management (EUM) to establish and compile the Operating and Maintenance (O&M) and Capital Budgets which is the framework that the BWWB uses to manage its system. The Rate Stabilization and Equalization Model (RSE) is a key tool that senior executive management and uses all of the variables that impact the O&M budget, capital budget, reserve funds and revenue to establish the budgets. (See Exhibit 5 – Example of Monthly Reimbursement, Exhibit 43 – BWWB Board Meeting Minutes 11/10/2016 pg. 9)

31. The On Call Contract, the Paving Contract, the Boring Contract, the Avenue F Ensley Project, the Mayfield Ave SW/ Delta Street S Project, 10th Avenue and the Dolomite Project were all paid out of the operating account that was reimbursed with funds from either the Construction Fund, Improvement Fund or the Revenue Account in which the DWSRF funds were originally deposited. (See Exhibit 6 – Bond Document showing Subordinate Indenture of money handling)

32. Jones Utility is a private corporation incorporated September 12, 2006 under the laws of the State of Alabama and is owned and operated by R. Jones. Jones Utility was also created to be a family owned and operated business.

33. In or around September 2006 Powrzanas, began working for Jones Utility and its President and Owner. R. Jones is Powrzanas' father.

34. Powrzanas, R. Jones and Day formerly worked for Jones Bros. Paving and Contracting Co., Inc. ("Jones Bros."), Powrzanas as the office manager, Day as the superintendent, and R. Jones as one-quarter owner.

35. R. Jones was a one-quarter ($\frac{1}{4}$) owner and operator of Jones Bros. Powrzanas began working in the office as a secretary in or around November 1997. Day was hired as the superintendent around 1997.

36. Jones Bros. paid cash (bribes), loaned equipment, and gave other things of value to current and former BWB management personnel and other employees in

exchange for preferential treatment. One such bribe is when BWWB's inspector, Billy Colburn ("Colburn"), received a Harley Davidson motorcycle in exchange for funneling work to Jones Bros. through various "special projects" under the On-Call Contract and other projects under the On-Call Contract with values over fifty thousand dollars.

37. In or around February 2013, Stewart began working for Jones Utility and its President, Owner. Stewart is R. Jones' son in law.

38. Powrzanas, has been involved in all aspects of Jones Bros., participation with the BWWB and the On Call Contract, Paving Contract and Special Projects, and Powrzanas and Stewart have been involved in Jones Utility's participation with the BWWB and the On-Call contract, Paving Contract, Boring Contract, bid jobs and Special Projects, including but not limited to billing, payroll of Jones Utility's employees, bid preparation, etc.

39. Jones Utility, R. Jones, Keith Day ("Day") and the named defendants have a long running pattern and practice of the "pay to play" scheme. "Pay to play" has been utilized through various forms over the years and has involved a multitude of players. The bribes are cash, kickbacks, expensive gifts, family assistance, paved driveways, free equipment usage for personal needs, free materials for projects at personal homes, donations for church, employment for children, car parts, paid for

parties at the BWWB, purchasing of BWWB equipment from BWWB employees for personal cash, material and supplies for a profit, all in exchange for 1) preferential treatment, 2) being awarded special projects, 3) getting extra work funneled to you, 4) being allowed to invoice for work not done or equipment not used, 5) being made privy to prices to be low bidder, 6) being allowed to help tailor the bid specifications to fit you and 7) being allowed to negotiate jobs in excess of the bid law (\$50,000) without bidding. R. Jones and Day even ran a scam on BWWB inspector Lowe where Day bribed Inspector Lowe with cash, who thought he and Day had a side deal to share in the kickback because Day is helping Lowe get extra cash and Lowe is helping Day get extra work. Day then brings back part of the bribe money to R. Jones to cut down on the actual cost of the bribes.

40. The BWWB has been bidding and awarding the On-Call contract since approximately 2003. (See Exhibit 7 – BWWB Board Meeting Minutes 05/11/2017 pg. 12)

41. Defendant Underwood began working for the BWWB in or around 2001 and became General Manager in or around 2005.

42. Defendant Assistant General Manager T.M. “Sonny” Jones was hired by BWWB in or around 2003.

43. In or around 2009, the On-Call Contract was bid and awarded to five (5)

contractors. During this contract period Startley was the #1 low bidder, however they were not awarded majority of the work as described by S. Jones explanation to the Board of how jobs are awarded to On-Call Contractors.

44. In or around April 2011, Defendant R. Jones devised a plan to start a minority owned paving company named Karma Construction, Inc. (“Karma”), comprised of R. Jones’ wife, Donna Jones, two daughters, Powrzanas and Shawna Stewart (“S. Stewart”) and an African American female, Geneice Dancy (“Dancy”), in order to meet the thirty percent (30%) minority participation requirements mandated by the BWB and to keep the minority portion of each project “in house” so he could retain all the profits from the projects.

45. In or around April 2011 Karma was formed and registered with the Alabama Department of Transportation (ALDOT) as a disadvantaged business enterprise (DBE) and registered with the Birmingham Construction Industry Authority (BCIA), BWB’s chosen minority participation facilitator between DBE’s and general contractors.

46. R. Jones explained to Dancy that he “owned all the inspectors [BWB inspectors] and that they [R. Jones and Dancy] were going to get all the BWB’s work and keep all the other people out and we’re not going to tell anybody we’re together. (See Exhibit 47 – Dancy phone call 01/16/2019 transcript)

47. R. Jones shared employees and equipment with Karma.

48. In or around 2010 or 2011 R. Jones gave the BWWB's General Manager Underwood Alabama Crimson Tide season tickets and a parking pass while Underwood's son played for Alabama. The value of these items was approximately \$3,500.00.

49. On March 09, 2012, the Paving Contract (Standard Patch Paving Replacement), which is paid for by funds from the capital expenditures and operating and maintenance account, then is reimbursed with funds from the Construction Fund, Improvement Fund and/or the Revenue Account, was awarded to the three (3) lowest bidders: (1) Tate Contracting & Excavating, \$2,247,900, (2) Startley General Contractors, Inc. \$2,794,320, (3) Jones Utility and Contracting Co., Inc. \$3,791,010. S. Jones explained to the Board that staff has selected three (3) vendors to perform the work in the event one vendor is "too busy" to do the work. (See Exhibit 8 – BWWB Board Meeting Minutes 03/09/2012 pg. 2-3)

50. BWWB staff selected Jones as one of the preferential paving contractors based on bribery, kickbacks, and gifts. A BWWB vendor payment history will show that Jones Utility, who was not the lowest responsible, responsive bidder, was utilized and paid more in the #3 spot than Startley, who was not used as the #2 spot.

51. On November 09, 2012, it was recommended by staff to award the On-Call contract to five (5) contractors: (1) Rast Construction \$839,564, (2) Jones Utility & Contracting Co., Inc. \$915,310, (3) Startley General Contractors, Inc. \$921,784.50, (4) B & H Contracting \$966,034, and (5) Nichols Contracting \$1,067,200. S. Jones explained to the board that the On-Call contractors are utilized on an “as-needed” basis and the payment for their services comes from the Operating & Maintenance (O&M) budget and capital budget. S. Jones further explained that the Board does not award five (5) separate contracts totaling stated amounts, rather staff picks between the five (5) contractors and a majority of the time the lowest responsible bidder contractor is selected for the duration of the three (3) year agreement. S. Jones stated that the referenced contracts are not “totalized” it is only used as the basis to award the contract. S. Jones stated staff always contacts the lowest responsible bidder on the on-call contractor list. (See Exhibit 8 – BWWB Board Meeting Minutes 11/09/2012 pg. 3-4)

52. The Board did award five individual contracts to all five of the On-Call contractors. The staff can “pick” between the contractors and assign projects, which opened the door for bribery, kickbacks and gifts. The “lowest responsible” contractor was not selected as they should have been. BWWB vendor payment history will show that preferential contractors were assigned more work despite not

being the “lowest responsible” contractor. (See Exhibit 8 – BWWB Board Meeting Minutes 11/09/2012 pg. 3-4) A BWWB vendor payment history will show that bidders #4 (B & H Contracting) and #5 (Nichols Contracting) were paid more than #3 (Startley) costing the BWWB more money.

53. On May 17, 2013, BWWB awarded two (2) contractors the Boring Contract: (1) Startley General Contractors, Inc. \$1,593,500 and (2) Jones Utility and Contracting Co., Inc. \$2,625,460.

54. S. Jones stated during the Board meeting that Startley would be used exclusively due to the 40% price difference between Startley and Jones. Former Chairman/Board member Jackie Robinson pointed out that the Board used Jones Utility “a lot” and stated he was “disappointed” in Jones’ price. (See Exhibit 10 – BWWB Board Meeting Minutes 05/17/2013 pg. 6-7)

55. During the contract period for the Boring Contract Jones performed bores for BWWB under this contract and performed bores camouflaged under the On-Call contract to avoid detection by Startley. Startley was not used exclusively under this contract. BWWB vendor records will show Jones Utility’s boring work. (See Exhibit 10 – BWWB Board Meeting Minutes 05/17/2013 pg. 6-7)

56. Prior to Colburn’s retirement in or around August 2013, Jones paved Stacy

Finch's driveway at the request of Colburn. Finch is an employee of the BWWB working in the System Development department.

57. In or around May of 2014, while Rast Construction was the lowest bidder, Jones Utility was temporarily suspended from working on the On-Call contract. However, in 2014 the BWWB put Jones Utility back to work after only two (2) months and was given the \$1,000,000+ Lake Purdy project under the On-Call contract.

58. In or around June 2014 Jones Utility was given a "special project" without bidding. It was a road building project at Lake Purdy under the On-Call contract. Newton, who was the BWWB's special projects inspector, was assigned to the project. The total project exceeded \$1,000,000.00. Jones Utility always rewarded Newton in cash. Colburn, who had been involved with previous Lake Purdy projects, had been bribed with cash and the use of equipment at his personal residence and hunting club. Colburn had been Newton's boss prior to retiring. Newton and Colburn were bribed in exchange for approving inflated invoices, invoices for no work, invoices for equipment and labor not used, insider knowledge that gave R. Jones an unfair advantage to getting jobs and negotiated jobs without having to bid.

59. In or around May or June 2014, Jones Utility was allowed to put signs out along South Shades Crest Road for an extended period of time. The signage was

billed under the On-Call Contract which Jones was #2 on. The original invoice was for approximately three hundred thousand dollars (\$300,000). S. Jones and R. Jones agreed on the amount of eighty-nine thousand two hundred eighty dollars and zero cents. (\$89,280.00) On July 1, 2009, BWWB received DWSRF funds for the Shades Mountain Water Treatment Plant Improvements (“SMWTP”). The SMWTP is located on South Shades Crest Road and the signage was placed on said road due to work being done at the SMWTP. (See Exhibit 15 – Invoice Sheet)

60. In or around 2014 R. Jones was contacted by BWWB staff member, Rhonda Brooks, and informed that the Federal Bureau of Investigations (“FBI”) was working a case involving the corruption inside the BWWB and stated that R. Jones needed to contact them.

61. R. Jones told Powrzanas, S. Stewart, Stewart and Day that he was working with the “FBI” to “take down the water works” and expose the corruption. R. Jones stated that once the FBI finished their case that he [R. Jones] would be able to sue right behind them and collect.

62. In October 2014, Jones Utility was low bidder on the Ave F Ensley project (2014 DWSRF) \$1,702,733.23. However, due to Munchus concerns regarding Jones Utility “not having enough minority participation”, David Merrida (“Merrida”) was sent to Jones’ office to secure the Board’s required 30% minority

participation.

63. Due to the Board's mandatory minority participation requirements, R. Jones solicited the help of, Jim Lowery, former BWWB Board Member and mutual friend to former board members Jackie Robinson, Anthony Barnes and current member Munchus. Jim Lowery, to assist him with persuading Munchus and Robinson to award him the job as he would utilize minorities namely, Karma, his paving company created using R. Jones' wife and daughters.

64. The BWWB has placed a significant importance on minority participation regardless of whether it violates the Alabama Competitive Bid Law or any other law or statute. (See Exhibit 20 – BWWB Board Meeting Minutes 02/20/2015 pg. 3, Exhibit 22 – BWWB Board Meeting Minutes April 30, 2015 pg. 5, Exhibit 23 – BWWB Board Meeting Minutes May 22, 2015 pg. 1-2, Exhibit 25 – BWWB Board Meeting Minutes August 19, 2015 pg. 2, Exhibit 26 – BWWB Board Meeting Minutes September 30, 2015 pg. 16-17, Exhibit 34 – BWWB Board Meeting Minutes November 22, 2016, Exhibit 34 – BWWB Board Meeting Minutes 01/04/2017 pg. 6, Exhibit 36 – BWWB Board Meeting Minutes 02/09/2017 pg. 14, Exhibit 37 – BWWB Board Meeting Minutes pg. 4-5, Exhibit 38 – BWWB Board Meeting Minutes 04/27/2017 pg. 9-10, Exhibit 39 – BWWB Board Meeting Minutes 05/11/2017 pg. 8 Munchus congratulating a woman owned business for being

awarded a bid, however BWWB has never acknowledged that Startley is a woman owned business)

65. R. Jones also enlisted the help of Aaron Jefferson, who claimed to be dating a BWWB Board member and offered to act as a “lobbyist” between the Board and R. Jones with regard to getting the Board to award Jones Utility bids with or without a set percentage of minority participation. R. Jones paid Aaron Jefferson four thousand dollars. (\$4,000)

66. On October 17, 2014, R. Jones attended the BWWB Board meeting to address minority participation and his company. R. Jones stated that he works “closely” with Merrida to utilize minority companies on all of his jobs. R. Jones went on to say that his daughters, Powrzas and S. Stewart, had a “vested interest” in Karma (a company run by a minority woman (Dancy) who had stolen \$500,000 from them). Underwood spoke up on R. Jones’ behalf and stated that R. Jones had done paving work for the Board under his former company Jones Bros. It was decided that the Board would like to personally hear from Merrida before voting to award Jones Utility the project. (See Exhibit 12 – BWWB Board Minutes 10/17/2014 pg. 4, Exhibit 47 – Dancy phone call transcript 01/16/2019)

67. Powrzas and S. Stewart overheard Merrida state to R. Jones and Day, while in Jones Utility’s office, that he could guarantee that S. Jones would make Jones

Utility, the lowest responsible, responsive bidder, and Jones would be awarded the Ave F Ensley contract if R. Jones would give him (Merrida) a guaranteed 30% minority participation and take care of him (Merrida) [meaning to pay him].

68. On October 23, 2014, Merrida attended the BWWB Board meeting and stated he had met with R. Jones regarding the “paving” (ironically Karma was a paving company) and R. Jones had agreed to work with minority contractors. Merrida stated to the Board that R. Jones has actively participated with minority contractors over the past years and that R. Jones has agreed to 20-25% minority participation. Munchus commended R. Jones for “working with minority contractors”. Former Director Ann Florie (“Florie”) stated there is a difference between service contracts and bid contracts and indicated the Board has to be very careful with that. (See Exhibit 13 – BWWB Board Minutes 10/23/2014 pg. 4)

69. Florie’s comment was made after R. Jones had called her requesting a lunch meeting regarding the Board “forcing the minority participation”. Powrzas and S. Stewart overheard R. Jones’ phone call to Florie and she accused R. Jones of playing both sides and refused to meet with him.

70. As noted by the BWWB’s meeting minutes on November 14, 2014, the Board questioned their attorneys if they could reject a bid based on lack of minority participation. The attorneys stated that a company could be deemed non responsive

for lack of minority participation. The Alabama Bid Law does not mandate minority participation and BWWB policy on minority participation is voluntary. Jones Utility was allowed to make a drastic change to its original bid amount to allow for the compensation for the minority participation. (See Exhibit 14 – BWWB Board Meeting Minutes 11/14/2014 pg. 2-3)

71. After R. Jones' meeting with Merrida, Powrzasnas was instructed to photocopy certain checks written to Merrida and email them to the FBI agent, Mike Faulker. Powrzasnas, S. Stewart and Stewart believed that all activities were under the direction of the two (2) FBI agents, Mike Faulkner ("Faulkner") and Ashley Hunt ("Hunt"), that R. Jones was working with.

72. Powrzasnas, S. Stewart, Stewart and Day witnessed R. Jones get in and out of the car with the FBI agents, Faulkner and Hunt, at different times while they were at lunch at different restaurants. Powrzasnas, S. Stewart, and Stewart all witnessed the recording instruments provided to R. Jones by the FBI to record meetings with certain BWWB staff and also witness R. Jones calling a recorded line prior to returning phone calls to BWWB staff. What became apparent was that R. Jones was not being honest with the FBI agents. R. Jones was not recording all meetings with BWWB staff like he was telling Faulkner and Hunt that he was. R. Jones would pick and choose which phone calls he recorded through the FBI recorded line. The joke

among employees in the office was that it was the “bat line”. R. Jones was telling employees and others how much money the FBI had given him to use as bribe money, however he did not tell the FBI how much of his own money he was still giving as bribe money without their knowledge or consent. R. Jones even told employees and others about meeting Faulkner and Hunt across the street from Princeton Hospital at McDonald’s while Donna Jones, R. Jones’ now deceased wife, was in the hospital getting blood transfusions.

73. R. Jones always spoke with the FBI agents, Faulkner and Hunt, on speaker phone, through the speaker in the truck and always told everyone around to be quite so that it appeared he was alone. R. Jones originally coded Faulkner, the male FBI agent under a pseudonym, Mike from Kentucky, (using a reference to hunting land he was leasing in Kentucky) but later changed it to Mike the FBI Guy in his phone. R. Jones bragged to everyone about his dealings with the FBI and told everyone about what he was doing, the money he was “supposedly” given by the FBI to use to bribe the water works [BWWB], and how he [R. Jones] had been given a code name [Floyd] and when the news broke of the arrests and the news media used this particular name [Floyd] it would be him [R. Jones].

74. It wasn’t until Powrzasnas and Stewart met with the FBI agent, Dean Abbott, on February 2, 2017 that they [Powrzasnas and Stewart] learned that they had been

duped into thinking that everything that R. Jones was doing with BWWB staff was in concert with the FBI. In fact R. Jones was playing both the BWWB and the FBI.

75. Jones Utility was given the “special project” the cut and cap program under the On-Call contract which was explained during a board meeting. On January 22, 2015, during a BWWB Board meeting the Cut and Cap program was explained to the Board by S. Jones and Geoff Goodwin (“Goodwin”) and its effectiveness versus main replacement on achieving the systems goals. S. Jones explained that 2/3 of the \$7.5 million capital improvement budget was devoted to the Cap and Cut program. (See Exhibit 19 – BWWB Board Meeting Minutes 01/22/2015 pg. 4-5, Exhibit 21 – BWWB Board Meeting Minutes March 20, 2015 pg. 3)

76. In or around January 2015 Jones Utility was given a special project, Graymont Ave, under the On-Call contract by Derrick Maye (“Maye”) that was more than \$50,000.

77. Maye, the BWWB’s engineer, conspired with R. Jones to fraudulently invoice for the work. R. Jones and Maye shared the additional monies over and above the actual amounts due. Maye stated the BWWB projected this project to cost more due to the rock in the area, making the rock excuse how the fraud was camouflaged. Maye received approximately \$75,000 - \$100,000 in cash. One example is on 06/15/2015 Jones Utility invoiced for Graymont (See Exhibit 15) and

Powrzanas and S. Stewart each cashed a check for \$4,000 and gave the money to R. Jones for him to pay Maye. Powrzanas, S. Stewart and Stewart recall Maye coming to Jones Utility picking up the billing, picking up a white envelope containing the cash, and a key to R. Jones' Florida house, as he was heading on vacation to Panama City Beach, FL and was staying in R. Jones' "Florida house" for free. (See Exhibit 15 – Invoice List, Exhibit 48 – Checks, Bank Statement, Receipts)

78. Maye always dressed in street clothes to try to avoid detection. Maye always parked nearly a block away and walked to Jones Utility's office. Maye always appeared extremely nervous and never came into the office past the front reception area. Maye always looked around nervously to see who all was around, made minor small talk with R. Jones and/or Day and almost immediately took his envelopes and left. Maye was always extremely sweaty upon his arrival it was obvious that either the long walk or his nerves were getting the best of him.

79. Day and R. Jones bribed the BWWB's inspector on Graymont Ave, Eddie Gray, with gift cards and paving of his driveway in exchange for Gray approving inflated invoices, invoices for no work, and invoices for equipment and labor not used.

80. In or around 2015 Jones Utility was awarded a paving job on Pearson Ave under the On-Call contract that exceeded \$50,000. This job was given to Jones

Utility by the BWWB's inspector, Newton. (See Exhibit 15 – Invoice List)

81. Donna Jones passed away on April 23, 2015. FBI agents, Faulkner and Hunt, attended her viewing but were only introduced to Powrzanas' husband, Rodney Powrzanas, who did not know who they were. They were not introduced to Powrzanas, S. Stewart or Stewart. Afterwards, R. Jones told Powrzanas, S. Stewart and Stewart that the FBI agents had attended the viewing which was confirmed by Powrzanas' husband.

82. Upon information and belief, Jones Utility assisted Inspector Lowe in obtaining a pontoon boat that belonged to R. Jones.

83. Day and Lowe frequently met behind Sloss Furnace in a vacant parking lot located at 3300 1st Ave. N, Birmingham, AL for Lowe to get "paid". R. Jones collected his empty Copenhagen "dip cans" on a table beside Powrzanas in the Jones Utility office. Those cans were used to hide the bribe money for Lowe. The cans were often left in Lowe's floorboard, R. Jones' passenger floorboard or Day's passenger floorboard for Lowe to retrieve. Day even put bribe money into a small breakfast McDonald's bag, tossed into the cab of Lowe's BWWB service truck and stated "take care of my trash" while laughing.

84. Lowe frequented Jones Utility's office almost daily. R. Jones instructed

Powrzasnas and S. Stewart to keep Lowe's favorite drinks (Diet Coke) and snacks on hand in Jones Utility's office to "keep LeeLowe happy".

85. The same was done for Colburn prior to his retiring. Colburn drank Dr. Pepper prior to his heart attack, after his drink of choice was Diet Dr. Depper. R. Jones and Day used the Dr. Pepper and Diet Dr. Pepper boxes as a way to hide the bribe money.

86. Startley and Jones Utility have both been "low bidder" on the On-Call contract, most recently Startley in 2009 and Jones Utility in 2015.

87. Jones was given multiple jobs that as the #2 (2012 On-Call Contract) low bidder under the On-Call contract that exceeded fifty thousand dollars (\$50,000). These jobs can be identified through a BWWB vendor payment history because BWWB assigns projects and projects under the On-Call contract P#'s (i.e. Lake Purdy P.01034, Graymont Patching/Saw Cutting P.01151, Meter Boxes P.01572.050.003:

- Highway 280 and Rocky Ridge Road - June 2013 Jones Utility assisted Rast Construction
- Woodward Road – December 2014
- Tuscaloosa Ave – May 2015
- Graymont Ave – January 2015

- East Lake Blvd – 2015
- 2” Service Relays – 2015
- Cut & Cap 1” Services – 2015 (See Exhibit 16 – BWWB Board Meeting Minutes 01/22/2015, Exhibit 17 – BWWB Board Meeting Minutes 03/20/2015, Exhibit 18 – BWWB Board Meeting Minutes 02/15/2016)
- Pearson Ave – February 2015
- Graymont Ave Negotiated Asphalt Patching and Saw Cutting – January 2015
Standard Patch Paving Contract held by another contractor.
Asphalt Patch \$9.00/SF Saw Cut <10” \$2.75/LF
11” – 14” \$4.06/LF
15” – 18” \$5.40/LF
19” – 22” \$7.04/LF
23” – 26” \$8.84/LF
- Meter Box Replacement – 2015
- Tuscaloosa Ave Bore – July 2015
- Water Main replacement and all water services 1st Ave N – 2015
- Paving Work 1st Ave N – 2015
- 2016 On-Call Patching – Jones Utility Job #16-04
- 2” Main Repairs – August 2016 (Lee Lowe)
- In or around May 2016, Stewart recalls Lowe coming to Jones Utility’s office and soliciting a bid for a negotiated job (approximately \$20,000.00) paving a driveway in Mountain Brook. Lowe needed to obtain three bids. Lowe told Stewart a specific amount for Jones Utility to bid so that Tate

Contracting could appear as the low bidder and would be awarded the work.

R. Jones and Lowe left the office and once they returned, Stewart was instructed by R. Jones to put a specific amount on Jones Utility's bid so that they would be awarded the work. R. Jones stated to Stewart that R. Jones and Lowe agreed that Jones Utility would now get the job. Stewart submitted an email to S. Jones, Goodwin and Lowe. Jones Utility was awarded the job.

- The jobs listed above are significant for several reasons: (1) pursuant to AL Public Works Law AL Code 39-2-2 any project over \$50,000 must be bid by separate sealed bid (these jobs were given to Jones Utility), (2) Jones Utility was #2 (2012 On-Call Contract) low bidder not #1, and (3) Jones Utility was given paving work for which it was #3 low bidder and boring work for which it was #2 low bidder.

88. The current On-Call contract that made the basis of this lawsuit was bid on November 03, 2015 and after some controversy the award was tabled on December 21, 2015. The apparent low bidders were the following: (1) Jones Utility \$1,496,333, (2) Startley General Contractors \$1,621,919.50, (3) REV Construction \$1,741,306. (See Exhibit 28 – BWWB Board Meeting Minutes 12/21/2015 pg. 14-15)

89. In or around the fall of 2015 the beginning of 2016, Faulkner and Hunt signed Day up to work with them also. Day expressed his concern about signing the

FBI agreement to Powrzasas, S. Stewart and Stewart because of past history of paying bribes to BWWB staff. R. Jones became irate with Day because Day sat and read the FBI agreement prior to signing it.

90. Merrida introduced R. Jones to Eddie Perry (“Perry”) owner of Perry Hauling. Merrida also worked a deal between R. Jones and Perry for Perry to buy Karma from R. Jones. R. Jones and Merrida told Perry that if he bought Karma, he would be guaranteed jobs of \$50,000 or less from BWWB without having to bid. Perry agreed to buy Karma. R. Jones arranged a meeting between Perry and R. Jones’ daughters, Powrzasas and S. Stewart, to sign the paperwork for Perry to buy Karma. However, R. Jones nor Merrida ever gave Perry any jobs from the BWWB, therefore Perry was unable to buy Karma. (See Exhibit 52 – Audio Recording Shawna – Ricky)

91. The On-Call contract has been explained to the Board numerous different ways by both Underwood and S. Jones in order for Underwood, S. Jones and others to justify why they have chosen their “preferential contractors” and why they have been paid extraordinary amounts while other contractors are given little to no work. Explanations include but are not limited to the following:

- The On-Call contractors are used for (1) ordinary repairs, (2) extraordinary repairs, and (3) capital repairs. (See Exhibit 16 – BWWB

Board Meeting Minutes December 21, 2015 pg. 14)

- Underwood stated On-Call contractors are to be used for emergency purposes only and main replacements would not be considered an emergency. (See Exhibit 17 – BWWB Board Meeting Minutes July 27, 2016)
- Rast Construction and Jones Utility are BWWB top two (2) largest contractors and one of the On-Call contractors will do the Barber MotorSports Pipeline project under the On-Call contract. The project was given to Jones Utility. (See Exhibit 18 – BWWB Board Meeting Minutes December 15, 2016)
- S. Jones stated that when he was hired in 2003 a one contractor On-Call contractor system was in place from 2003 – 2007 and it was sufficient to handle the BWWB needs. S. Jones stated that the BWWB has hired more crews and they are currently handling the “emergency” on-call pipeline work. Munchus stated that BWWB moved to an on-call rotation to allow more small and disadvantaged businesses to participate in the on-call program. Lewis stated that she recalled the reason was to ensure that the BWWB had the coverage, and what the Board found was the vendor who bid the lowest amount did “all the work” wherein BWWB has

documentation to reflect such. Underwood added that the 2nd and 3rd bidder was a higher cost to the Board. However, BWWB vendor records will show that the lowest bidder did not do all the work and the #2 bidder, Startley, was skipped over in favor of the #3 bidder, Rast to perform additional work. Further, BWWB records will show that B & H Contracting, a company which is no longer on the on-call list, has been, and is continuing to perform “on-call type work” without a contract. (See Exhibit 39 – BWWB Board Meeting Minutes 05/11/2017 p.12)

- Underwood stated that the BWWB received three (3) quotes on the emergency work “blowout” in Homewood but only one (1) contractor responded, Rast Construction. However, Startley was not contacted and asked for a price nor has it ever been BWWB pattern or practice to get prices on emergency work “blowouts” because it is impossible to know exactly what equipment, man power, etc. will be needed until the water is shut off and the damage is assessed. (See Exhibit 44 – BWWB Board Meeting Minutes 04/12/2018 pg. 5)
- Previously it was stated that main replacements are not considered “emergency” however B & H Contracting installed a 2” water main in Green Acres subdivision and the BWWB ratified it on April 12, 2018 to

justify it as an “emergency”. Green Acres subdivision is where Lewis lives. Jones Utility has replaced mains under the On-Call contract and BWWB vendor records as well as Jones Utility invoices will show the same.

- On October 05, 2017, during a discussion regarding the On-Call contract, Munchus stated that it was not against the law to rotate the on-call contractors and that the Board need to “stop hiding behind the bid law like it’s the bible”. Board Attorney K. Mark Parnell (“Parnell”) advised the Board that what they are currently doing is violating the bid law and what they should do is re-bid the contract and “ratify” everything that has been done since the contract expired in January 2017. Underwood stated that they had been using the lowest bidder “unless they were unavailable” and S. Jones stated that having a backup contractor reduces the BWWB’s risk. However, #3 Rast Construction has been utilized frequently during the contract period.
- On January 16, 2019, during the BWWB Board meeting the reinstatement of On-Call contractors was discussed and S. Jones stated that there is no money in the budget for it. Distribution Manager John Dansby stated that overtime cost compared to money saved on not using On-Call

contractors is a “wash”. The BWWB has been using contractors in “on-call type scenarios” illegal since ending all On-Call contracts in March 2018. Muhammad also stated that “we do not do business with those who sue us” regarding Startley, therefore Startley has not been called. Furthermore, Startley was recently the lowest responsive, responsible bidder on a project and BWWB has yet to award them said project. BWWB vendor payment history will show that BWWB has been using Rast Construction, B & H Contracting and a new company that employs Jones Utility’s former superintendent, Day, Willoughby Contracting. BWWB has also continued to use Jones Utility but in a more limited role. (See Exhibit 51 – BWWB Board Meeting Minutes 01/16/2019 pg. 15-16)

92. In or around January 2016, the BWWB’s General Manager Underwood conspired with R. Jones and Jones Utility to devise a plan for R. Jones to have his two (2) daughters create another minority owned company, this time a staffing company, to meet the minority participation requirement of the BWWB. R. Jones stated that Rast Construction had one [a minority company] and that is why Underwood told him to start one [a minority company]. (See Exhibit 27 – Audio Recording Creation of S&M Staffing R. Jones – Powrzanas, Exhibit 26 – BWWB

Board Meeting Minutes September 30, 2015 pg. 16-17)

93. On January 14, 2016 R. Jones had Powrzanas and S. Stewart file the necessary paperwork with the Secretary of State to form S & M Staffing Agency, LLC.

94. A BWWB meeting was held on January 27, 2016 to vote for the approval of the On-Call contract to the three (3) “lowest responsible, responsive bidders”. Namely, (1) Jones Utility \$1,496,333, (2) Startley \$1,621,921.50 and (3) Rast Construction \$1,791,586. REV was determined to be located too far away. (See Exhibit 30 – BWWB Board Meeting Agenda January 27, 2016)

95. During this same meeting Jones was awarded a project on 10th Avenue North. (See Exhibit 30)

96. The BWWB meeting minutes on January 27, 2016 reflect Director Sherry Lewis (“Lewis”) stating concerns that the awarding of the On-Call contract would violate the Alabama Bid Law.

97. Despite Lewis’ concerns Resolution #7115 passed awarding the On-Call contract to **three bidders** instead of the **lowest bidder**. The three bidders were; 1) Jones Utility, 2) Startley, and 3) Rast Construction.

98. Underwood and S. Jones explained to the Board that each contractor was not issued their own individual contract for the On-Call Contractor Contract.

Startley and Jones Utility signed their individual contract documents on February 8, 2016. (See Exhibit 31 – Startley and Jones On-Call Contractor Contracts, Exhibit 32 – BWWB Board Meeting Minutes 10/13/2016 pg. 5)

99. Powrzasnas resigned from Jones Utility on March 3, 2016.

100. In or around April 2016, Startley was called on by BWWB Management to work one (1) crew under the On-Call contract.

101. On May 25, 2016, Jones was to be awarded a project in the Ensley area, Dolomite Community. Munchus inquired about Jones Utility's minority participation percentage on the project. S. Jones admitted that staff is monitoring the HUB percentage and S. Jones has admitted that he works "personally" with Merrida and all HUB percentages are properly "vetted" before he brings any contractor awards to the Board. (See Exhibit 37 – BWWB Board Meeting Minutes 02/23/2017 pg. 4)

102. In August of 2016 S. Stewart was illegally terminated by Jones Utility. R. Jones stopped accommodating her need to work at night due to her illness. Stewart resigned in or around October 2016.

103. Director Lewis again voiced concerns about violating Alabama Bid Law during the BWWB's meeting on October 13, 2016 as noted in the BWWB's meeting minutes. At that meeting Resolution #7312 passed, rotating all three (3) On-Call contractors and each contractor supposedly receiving 33% of the On-Call work

orders. Lewis stated her understanding was that the work was being assigned to the lowest responsible bidder, however that is not how the work has been being assigned. (See Exhibit 32 – BWWB Board Meeting Minutes 10/13/2016)

104. From the early 2000's through today the work has been arbitrarily and capriciously assigned by senior management (Underwood and S. Jones) as well as senior inspectors and their department managers to the contractor who provides the best "perks".

105. Invoices submitted to the BWWB by the On-Call contractors for the referenced periods will show that at no time have the Defendants used the lowest responsive, responsible bidder. The Defendants used whomever they wanted to based upon gifts, cash, children/family members getting employment with said contractors, motorcycles, free equipment for personal use, free materials for personal use, season tickets to collegiate football games, house payments, cars, etc. During the time from 2009 – 2012, Startley General Contractors was the lowest bidder, however total amounts paid to (1) Jones Utility, (2) Rast Construction, (3) B & H Contracting, and (4) Nichols Contracting far exceeded the amount paid to #1 Startley. From 2012 – 2015 Rast Construction was the lowest responsive responsible bidder. However, invoices paid to #2 Jones Utility, #4 B & H Contracting and #5 Nichols far exceeded the amount paid to #3 Startley. From 2015 – 2018 Jones Utility was the lowest responsive, responsive bidder, however total amounts paid to #3

Rast Construction far exceeded the amount paid to #2 Startley.

106. On October 14, 2016, the BWWB's "Team", namely BWWB employees: Reginald Nall, Matthew Pritchett, Michael Arrington and Kizzy Lacey, were notified via email by the BWWB's Assistant General Manager Defendant S. Jones to add Startley to "our" list of On -Call Contractors that will rotate through the work load on an equal basis. "Give them 33% of the work immediately"

107. Startley was only allowed to use between one (1) to three (3) crews at any given time.

108. Jones Utility has consistently worked as many as five (5) to eight (8) crews on a regular basis.

109. In or around 2016 Jones Utility was given a paving job at the Triangle in Mtn. Brook that exceeded \$50,000. The paving started at 26 Memory Lane and ended at Memory Court. The BWWB's inspector was Lowe. Lowe was bribed with cash in "dip cans" (tobacco) and cash in hand as witnessed by Stewart.

110. In or around January 2017, Startley learned through Powrzanas of the "pay to play" scheme of the Defendants.

111. On or about May 3, 2017 Startley contacted Powrzanas about the upcoming On-Call bid and the Standard Patch Paving Replacement ("Paving") bid that was posted on or about May 3, 2017 by the BWWB.

112. Powrzanas stated to Startley that the Defendants had violated the Alabama Bid Law and that behind the scenes the BWWB's management and inspectors have been (1) disclosing to R. Jones what his final bid needs to be in order to be awarded the "special projects", (2) allowing R. Jones to create and submit fraudulent invoices for payment, (3) accepting bribes from R. Jones and Day in exchange for favorable and preferential treatment with regard to the On-Call contract and special projects, and (4) advising R. Jones to create minority companies to meet the 30% minority participation requirement that the BWWB has in place to be awarded a project, (5) allowing R. Jones to buy the BWWB's equipment and supplies that were brought over to Jones Utility and sold by the BWWB's employees. R. Jones has also paid Merrida with the BCIA to make sure that he was awarded jobs due to R. Jones's "generous" minority participation.

113. On May 11, 2017, BWWB Board members discussed the on-call contract and how it should be bid.

114. On or about May 18, 2017, Startley was sent an email with an attachment stating the On-Call contract would now be a month to month.

115. In or around June 2017, Jones Utility was low bidder on Mayfield Ave SW project in the Ensley Community (\$856,956). On June 29, 2017 the award was tabled due to minority participation concerns. (See Exhibit 40 – BWWB Board

Meeting Minutes 06/29/2017 p. 8) During the board meeting on July 13, 2017, Munchus stated he was told that Jones Utility's minority participation had increased from 21% to 30%. Munchus again commended R. Jones and Merrida. Muhammad inquired about KenTec, Jones Utility's minority participant and their functions and certifications. S. Jones spoke up on behalf of Jones Utility and KenTec. Previously R. Jones had used his daughters and wife to create minority companies to fulfill BWWB minority participation requirement, however without Jones' family involved with his company anymore he had to find another source. A quick search on the Alabama Secretary of State website, Alabama General Contractors website, ALDOT's DBE Directory and even Merrida's own BCIA website shows that R. Jones' pattern and practice of DBE fraud continued. Per the BWWB Board meeting minutes, Muhammad specifically asked if KenTec was certified as a trucking company and it was "confirmed" that KenTec was a certified trucking company, however KenTec does not have a general contractors license nor does KenTec have a subcontractor's license. The Alabama Secretary of State's website shows that KenTec was not created until May 12, 2017 and the BCIA's website shows that KenTec did not register with the BCIA until 2018 and registered as a "fencing" contractor. KenTec is not a trucking contractor, nor are they registered to offer any of the other services that they told the BWWB board. (See Exhibit 42 – KenTec,

Teco Stephens Documents, Exhibit 41 – BWWB Board Meeting Minutes 07/13/2017 pg. 12-13)

116. One of the “Special Project” was located in Director Lewis’ neighborhood of Belleview Heights (“Belleview”) and was bid in violation of AL Code § 39-2-2 (2017).

117. In or around May 2017, Startley was asked to be one of three bidders to bid on a “Special Project” under the On-Call contract for the BWWB by the BWWB’s representative, Jay Trimm (“Trimm”).

118. The Belleview project was more than \$50,000, was not bid separately, was not advertised, was received under the sealed bid process, did not require a bid bond, nor did it require payment and performance bonds.

119. Startley had a meeting with Underwood, S. Jones and Trimm to discuss the awarding of this contract to Jones Utility at approximately \$159,000. It was during this meeting Startley learned that Rast had bid approximately \$246,000 and Startley was approximately \$346,000.

120. Startley questioned the BWWB’s employees about the improper way the Belleview project was bid and awarded and how it was awarded arbitrarily and capriciously to Jones Utility. S. Jones stated he did not owe Startley any explanation as to whether Jones Utility would be held to their bid amount.

121. Jones Utility was not held to their bid amount of \$159,000 on the Belleview project, in fact they changed the specifications and billed approximately \$450,000 for the project.

122. Startley was asked to bid on another “Special Project” in or around July 2017 on Mt. Olive Rd.

123. The Mt. Olive Rd project was also more than \$50,000, was not bid separately, was not advertised, was received under the sealed bid process, did not require a bid bond, nor did it require payment and performance bonds.

124. During the BWWB Board meeting on October 26, 2017, Muhammad stated that he does not consider women to be a minority. (See Exhibit 43 – BWWB Board Meeting Minutes 10/26/2017 pg. 8)

125. On January 25, 2018, Startley received a text from the BWWB’s Inspector Jerry “Lee” Lowe (“Lowe”). The text was a screenshot of an email sent to Lowe by S. Jones terminating all contractors work orders under the On-Call contract except for Jones Utility.

126. Startley met with S. Jones on February 05, 2018 to discuss the current work under the On-Call contract.

127. On February 05, 2018 S. Jones stated to Startley company president Donna Startley (“Mrs. Startley”), that our attorneys (K. Mark Parnell and Mary Thompson

of Thompson and Parnell, LLC.) have stated that we are violating the bid law.

128. S. Jones questioned Mrs. Startley during this meeting about Startley's bonding capabilities as it relates to the upcoming bid for the On-Call contract. S. Jones told Mrs. Startley that R. Jones did not want the BWWB to only issue the upcoming On-Call contract to one bidder.

129. On February 8, 2018 during the BWWB's meeting the BWWB discussed whether the On-Call contract is in violation of the Alabama Bid Law. A resolution was proposed to rescind Resolution #7312, to rotate work to the contractors equally with 33% each, and to revert back to the original Resolution #7115, going in order 1, 2, 3. The resolution to rescind failed to pass.

130. Defendant Jones Utility and Rast have continued to work under the On-Call contract. Startley has not received any work under the On-Call contract since January 25, 2018.

131. This lawsuit was filed on March 15, 2018.

132. In retaliation for filing this lawsuit, on March 22, 2018 Startley was sent a thirty (30) day On-Call contract termination letter by the BWWB

133. Upon information and belief Jones Utility and Rast were issued a thirty (30) day termination letter on March 22, 2018, however both contractors have continued to get work from the BWWB.

134. On November 13, 2018, during a Board meeting, the Board members were discussing employees' excessive overtime. Underwood stated that in the past, the Distribution Department had the On-Call contractors to fill in. Clark stated she thought the On-Call contractors were only used for "emergencies". Numerous employees have bragged about the amount of overtime they get.

135. On one such occasion, in order to appear as if he was working, Newton left his truck running unattended at Lake Purdy and went home. By doing so the GPS tracker stayed activated. This is just one such example of the employees abuses of overtime and waste of BWWB resources.

136. Underwood was terminated on December 20, 2018.

137. R. Jones and Day were never discrete or secretive about what they were doing with the BWWB. They spoke openly around employees at Jones Utility making statements such as, "We need to pay Wayne [Newton] this week.", "You know we gotta take care of LeeLowe[Lowe]", "You know Billy's ass [Colburn] is going to be coming by here wanting some money", "Here comes Geoff [Goodwin], wonder what in the hell he wants for free now", and "You gotta take care of the ones that take care of you".

138. Colburn received other bribes from R. Jones. Colburn's son was hired to work for Jones Utility on multiple occasions and money was given to Colburn when his

daughter was sick and in the hospital.

139. Lowe was cash bribes.

140. Lowe and the BWWB's employee James Callins have both sold BWWB equipment, materials and supplies to Jones Utility for a personal profit.

141. The BWWB's employee, Goodwin, has received the free use of equipment for his personal residence, and had his son, Ethan Goodwin, hired by Jones Utility. Goodwin has been given brick pavers for free in exchange for funneling work to Jones Utility , for approving inflated invoices, invoices for no work, invoices for equipment and labor not used, insider knowledge that gave R. Jones an unfair advantage to getting jobs, and negotiated jobs without having to bid.

142. The BWWB's employee David Nelms, has received free work on his girlfriend's house including the use of equipment and free materials in exchange for funneling work to Jones Utility, for approving inflated invoices, invoices for no work and invoices for equipment and labor not used.

143. R. Jones gave BWWB employee William Moore a box containing auto parts to aid in restoring a Camaro Moore was working on. Moore rejected the bribe and told R. Jones to retrieve the auto parts. Moore still has the box under his desk.

144. Hayden Farness was rewarded by Jones Utility hiring his two (2) sons, Hayden and Gerald Farness in exchange for approving inflated invoices, invoices

for no work and invoices for equipment and labor not used.

145. Mike Arrington was rewarded with donations to his church in exchange for approving inflated invoices, invoices for no work, invoices for equipment and labor not used, insider knowledge that gave R. Jones an unfair advantage to getting jobs and negotiated jobs without having to bid.

146. Merrida received checks for his house, a car and multiple checks for unknown purposes.

147. Christopher Kiley was rewarded with a bow from Grabow in exchange for approving inflated invoices, invoices for no work, invoices for equipment and labor not used, insider knowledge that gave R. Jones an unfair advantage to getting jobs and negotiated jobs without having to bid.

148. R. Jones admits during a phone call on 06/06/2016 to S. Stewart that Day will pay LeeLowe [Lowe] but he won't pay any of the others, after S. Stewart informs R. Jones that Day has written himself a cash receipt for \$900. R. Jones also discuss a plan he made with S. Jones to get Ott's [Startley] ass cut out of work. (See Exhibit 49 – Audio Recording Ricky-Shawna (Keith, Sonny) 06-06-2016, Exhibit 50 – Day Tire Tech Receipt)

COUNT I
VIOLATIONS OF THE FEDERAL
FALSE CLAIMS ACT 31 U.S.C. §§ 3729(a)(1) and (a)(2)

148. Relator realleges and incorporates by reference the allegations contained in paragraphs 1 – 148 the preceding paragraphs of this Complaint.

149. This is a claim for treble damages and penalties under the False Claims Act, 31 U.S.C. § 3729, et seq., as amended.

150. By virtue of the acts described above, Defendants BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad, Underwood, S. Jones, Lowe, Newton, Maye, Jones Utility, R. Jones, Day and other contractors individually and by and through their officers, agents, supervisors and employees, knowingly presented or caused to be presented false or fraudulent claims to the United States Government for payment or approval in violation of 31 U.S.C. § 3729(a)(1).

151. By virtue of the acts described above, BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad, Underwood, S. Jones, Lowe, Newton, Maye, Jones Utility, R. Jones, Day and other contractors individually and by and through their officers, agents, supervisors and employees, knowingly made, or caused to be made or used false records and statements, and omitted material facts, with the knowledge and intent to induce the Government to approve and pay false and fraudulent claims in violation of U.S.C. §3729(a)(2).

152. Defendants BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad, Underwood, S. Jones, Lowe, Newton, Maye, Jones Utility, R. Jones, Day and other contractors individually and by and through their officers, agents, supervisors and employees, authorized the various officers, agents, supervisors and employees to take the actions described above.

153. Because of Defendants' actions, Relators were denied the benefit of working for an honest employer, experienced the embarrassment of working for and with a company that committed fraud against the U.S. Government and suffered stress, anxiety and mental anguish, which contributed to the constructive termination of Relator Powrzasnas' employment.

154. Each claim that was filed or submitted by Defendants to ADEM pursuant to the DWSRF which was impacted or affected by Defendants' fraudulent practices described herein represents a false or fraudulent claim presented to the U.S. Government for payment or approval in violation of violation of U.S.C. § 3729(a)(1).

155. Each record or statement created as a result of, or affected by, Defendants' fraudulent practices described herein represents a false record or statement made or used by Defendants to induce the Government approve and pay false claims in violation of U.S.C. § 3729(a)(2).

156. Relator cannot at this time identify all of the false claims for payment that

resulted from Defendants BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad, Underwood, S. Jones, Lowe, Newton, Maye, Jones Utility, R. Jones, Day and other contractors conduct. The false claims were prepared by various employees and/or agents of BWWB, Jones Utility and Contracting Co., Inc. and other contractors over a period of many years. Relators have no control over the activities of those employees and/or agents and currently have no access to the records in Defendants' possession.

157. However, Relators estimates that ADEM and the DWSRF programs including federal principal forgiveness under the DWSRF program have paid millions of dollars in loans as a result of the false or fraudulent claims submitted by the Defendants.

158. The Government, unaware of the falsity of the records, statements and claims made or caused to be made by the Defendants, paid and continues to pay claims that would not be paid but for Defendants' false and illegal conduct, and has been damaged as a result.

159. As set forth in the preceding paragraphs, Defendants have knowingly violated 31 U.S.C. Section 3729(a)(1) and (a)(2), and has thereby damaged, and continues to damage, the United States Government by its actions in an amount to be determined at trial.

COUNT II
REVERSE FALSE CLAIMS UNDER 31 U.S.C. § 3729

160. Relator realleges and incorporates by reference the allegations contained in paragraphs 1 -148 of the preceding paragraphs of this Complaint.

161. By and through the acts described herein, Defendants BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad, Underwood and S. Jones, Lowe, Newton, Maye, Jones Utility, R. Jones, Day and other contractors knowingly made, used, or caused to be made or used, false records or statements material to an obligation to pay or transmit money or property to the United States or to conceal, avoid, or decrease an obligation to pay or transmit money or property to the United States and knowingly concealed or knowingly and improperly avoided or decreased an obligation to pay or transmit money or property to the United States, to wit:

a. Defendants BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad, Underwood and S. Jones, Lowe, Newton, Maye, Jones Utility, R. Jones, Day and other contractors knew that they had received millions of dollars in DWSRF loans and federal principal forgiveness through the DWSRF loan process for work that the community did not receive and work that Jones Utility and Contracting Co., Inc. and other contractors did not perform, yet Defendants BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad, Underwood and S. Jones, Newton,

Lowe, Maye, Jones Utility, R. Jones, Day and other contractors took no action to satisfy their obligations to the United States to repay or refund those payments and instead retained the funds and continued to bill the United States;

b. Defendants BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad, Underwood and S. Jones, Newton, Lowe, Maye, Jones Utility, R. Jones, Day and other contractors knew that they had received millions of dollars in DWSRF loans and federal principal forgiveness through the DWSRF loan process that were fraudulently retained due to payment to Jones Utility and others for inflated false invoices for work not performed, equipment and labor not on jobs, work negotiated and not bid, the selling of equipment and materials belonging to the BWWB by BWWB employees for a personal profit to Jones Utility, BWWB employees charging overtime to increase their paychecks and allowing On-Call contractors to charge overtime to their profits and allowing Jones Utility to bid low to get the job and then name his own price, yet Defendants BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad, Underwood and S. Jones, Newton, Lowe, Maye, Jones Utility, R. Jones, Day and other contractors took no action to satisfy their obligations to the United States to repay or refund those payments and instead retained the funds and continued to bill the United States;

c. Defendants' actions described herein have resulted in damage to the United States equal to the amount of money withheld by Defendants in derogation of its obligations to refund the United States.

COUNT III
CONSPIRACY UNDER 31 U.S.C. § 3729

162. Relator realleges and incorporates by reference the allegations contained in paragraphs 1 -148 of the preceding paragraphs of this Complaint

163. Defendants, in concert with its principals, agents, employees, and other institutions, namely The Water Works Board of the City of Birmingham, Jones Utility and Contracting Co., Inc. and other contractors, did agree to submit the false claims described herein to the United States, and the United States in fact paid those false claims. Likewise, Defendants, The Water Works Board of the City of Birmingham, Jones Utility and Contracting Co., Inc. and other contractors, in concert with its principals, agents, employees, and other institutions did agree to reduce its obligations to the United States through the pattern and practice of reverse false claims described herein.

164. Defendants and its principals, agents, and employees acted, by and through the conduct described herein, with the intent to defraud the United States by submitting false claims to the United States through ADEM and DWSRF and through a pattern and practice of fraudulently withholding money from the United

States through reverse false claims.

COUNT IV
SUPPRESSION, FRAUD, AND DECEIT

165. Relator realleges and incorporates by reference the allegations contained in paragraphs 1 -148 of the preceding paragraphs of this Complaint

166. Defendants misrepresented or suppressed the material facts that: (1) that a false claim was presented for payment; (2) that contractors had failed to perform certain services for which it was paid; (3) that Defendants used a pay to play scheme to misappropriate DWSRF loan funds and retain DWSRF principal forgiveness; and (4) that the Defendants engaged in fraudulent DBE schemes.

167. Defendants were legally obligated to communicate these material facts to the United States.

168. Such misrepresentations were made willfully to deceive or recklessly without knowledge.

169. The United States acted on Defendants' material misrepresentations described herein to their detriment.

170. Defendants' fraudulent actions described herein have resulted in damage to the United States equal to the amount paid by the United States to Defendants as a result of Defendants' fraudulent claims.

PRAYER FOR RELIEF

WHEREFORE, Relators respectfully ask that this Court:

a. Enter a preliminary and thereafter a permanent injunction enjoining the Defendants from violating 31 U.S.C. § 3729 et. seq.;

b. That this Court enter judgment against the Defendants in an amount equal three times the amount of damages the United States Government has sustained because of Defendant's actions, plus a civil penalty of not less than \$5,500 and not more than \$10,000 for each violation of 31 U.S.C. §3729, and the costs of this action, with interest, including the costs to the U.S. Government for its expenses related to this action;

c. That, in the event the U.S. Government continues to proceed with this action, the Plaintiffs-Relators be awarded an amount for bringing this action of at least 15% but not more than 25% of the proceeds of this action or the settlement of the claim;

d. That, in the event the U.S. Government does not proceed with this action, the Relators be awarded an amount that the Court determines is reasonable for collecting the civil penalty and damages, which shall be not less than 25% nor more than 30% of the proceeds of this action or the settlement of the claim;

e. That this Court enter judgment against Defendants in an amount equal to twice the economic damages Relators have suffered, plus full damages for the Relator's mental anguish, suffering and humiliation, including damages for future lost wages and benefits as a result of the unlawful constructive discharge of their

employment with Defendant and other retaliatory action in violation of 31 USC § 3730(h);

f. That Relators be awarded all costs incurred in this action, including attorneys' fees, costs and expenses pursuant to 31 U.S.C. § 3730(d);

g. That Relators be awarded pre-judgment interest; and

h. That the United States Government and the Relators be granted all such other relief as the Court deems just and proper.

COUNT V

VIOLATION OF ALABAMA BID LAW AL CODE §41-16-50
BWWB, ALEXANDER, CLARK, DICKERSON, BURBAGE, MIMS, KING,
LEWIS, MUNCHUS, MUHAMMAD, UNDERWOOD AND S. JONES

171. The BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad, Underwood and S. Jones have failed to follow the Alabama Bid Law as set forth under AL Code § 41-16-54 in bidding and awarding projects in excess of \$15,000 for certain products and services for a period of 2014 through present. The BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad, Underwood and S. Jones failed to properly advertise, make request for sealed bids, make request for a bid bond, make request for payment and performance bonds and failed to award to the lowest responsive, responsive bidder.

172. The BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis,

Munchus, Muhammad, Underwood and S. Jones have failed to follow the Alabama Bid Law as set forth under AL Code § 41-16-50 awarded projects arbitrarily and capriciously as to the preferential contractor that best served their personal benefit.

173. Plaintiffs aver that on more than one occasion the BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad, Underwood and S. Jones did willfully, wantonly, negligently, recklessly and/or under circumstances of malice, insult, rudeness, oppression, aggravation, and/or in knowing violation of the Plaintiffs rights violate the Code of Alabama 1975, Alabama Bid Law § 41-16-54.

174. The actions of the BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad, Underwood and S. Jones for their willfulness, wantonness, negligence, recklessness, oppression, aggravation, and/or violation of the Plaintiffs rights has caused the Plaintiffs to retain the services of the undersigned attorneys to protect their legal rights. Consequently, the Plaintiffs are entitled to recover their attorneys' fees in this case from the Defendants. The Plaintiffs further plead for additional attorneys' fees in the event that this matter is appealed to any court in the state of Alabama.

175. The defendants' actions have caused the public's purse to be unnecessarily drained and the ratepayers have suffered significant rate increases.

176. As a result of the above actions, Plaintiffs and the ratepayers have been and will continue to be injured and damaged.

177. WHEREFORE, Plaintiffs respectfully request that the Court find Defendants BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad, Underwood, and S. Jones have violated Alabama Competitive Bid Law AL Code § 41-16-50 and enjoin them from letting contracts that violate said law and appoint an overseer to ensure that BWWB lets all future contracts, special projects and work exceeding \$15,000 in accordance with Alabama Competitive Bid Law AL Code § 41-16-50. Plaintiffs also demand such other and different relief the Court deems proper.

COUNT VI

**VIOLATION OF ALABAMA PUBLIC WORKS LAW AL CODE 39-2-2
BWWB, ALEXANDER, CLARK, DICKERSON, BURBAGE, MIMS, KING,
LEWIS, MUNCHUS, MUHAMMAD, UNDERWOOD AND S. JONES**

178. The BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad, Underwood and S. Jones have failed to follow the Alabama Public Works Law as set forth under AL Code § 39-2-2 in bidding and awarding projects in excess of \$50,000 for public works projects from 2009 to present. The BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad, Underwood and S. Jones failed to properly advertise, make request for

sealed bids, make request for a bid bond, make request for payment and performance bonds and failed to award to the lowest responsive, responsive bidder.

179. The BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad, Underwood and S. Jones have failed to follow the Alabama Public Works Law as set forth under AL Code § 39-2-2 by awarding projects arbitrarily and capriciously as to the preferential contractor that best served their personal benefit.

180. Plaintiffs aver that on more than one occasion defendants BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad, Underwood and S. Jones did willfully, wantonly, negligently, recklessly and/or under circumstances of malice, insult, rudeness, oppression, aggravation, and/or in knowing violation of the Plaintiffs rights violate the Code of Alabama 1975, Alabama Public Works Law § 39-2-2.

181. The actions of BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad, Underwood and S. Jones for their willfulness, wantonness, negligence, recklessness, oppression, aggravation, and/or violation of the Plaintiffs rights have caused the Plaintiffs to retain the services of the undersigned attorneys to protect their legal rights. Consequently, the Plaintiffs are entitled to recover their attorneys' fees in this case from the Defendants. The

Plaintiffs further plead for additional attorneys' fees in the event that this matter is appealed to any court in the state of Alabama.

182. The defendants' actions have caused the public's purse to be unnecessarily drained and the ratepayers have suffered significant rate increases.

183. As a result of the above actions, Plaintiffs and the ratepayers have been, and will continue to be injured and damaged.

184. Plaintiffs bring this action in the name and for the benefit of the awarding authority, BWWB, pursuant to AL Code § 39-5-3 to recover paid public funds from the contractor, Jones Utility, its surety, receiving funds under any public works contract let in violation of or contrary to this title or any other provision of law, if there is clear and convincing evidence that the contractor, its surety, or such person knew of the violation before execution of the contract.

185. WHEREFORE, Plaintiffs respectfully request that the Court find Defendants BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad, Underwood and S. Jones, Lowe, Newton, R. Jones and Jones Utility have colluded with each other to allow R. Jones and Jones Utility advance disclosure and an unfair advantage over other contractors with regard to the BWWB On-Call contract and special projects and to intentionally hinder and impede the flow of work to Startley and did so willfully, wantonly, recklessly and/or under

circumstances of malice, insult, rudeness, oppression, aggravation, and/or in knowing violation of the Plaintiffs rights. Plaintiffs respectfully request that this court recover the public funds paid out under this public contract let in violation of AL Code § 39-2-2, plus attorney's fees, and court costs. Plaintiffs also demand such other and different relief the Court deems proper.

COUNT VII
BREACH OF CONTRACT – STARTLEY
BWWB, ALEXANDER, CLARK, DICKERSON, BURBAGE, MIMS, KING,
LEWIS, MUNCHUS, MUHAMMAD, UNDERWOOD AND S. JONES

186. Startley was awarded the On-Call contract on February 8, 2016.

187. Startley met and completed its obligations under the On-Call Contract.

188. BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad, Underwood and S. Jones failed to meet their obligations under the On-Call contract by giving advance disclosure to, being bribed by, and civilly conspiring with R. Jones, Day and Jones Utility for their own personal gain to intentionally hinder and impede the workflow to Startley. BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad, Underwood and S. Jones further failed to meet their contractual obligations with Startley by ignoring the rules, procedures, and guidelines set forth for fair and ethical dealing with regard to vendors and participating in or ignoring the “pay to play” scheme.

189. BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad, Underwood and S. Jones' breach of contract has caused Startley to suffer damages.

190. BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad, Underwood and S. Jones did willfully, wantonly, negligently, recklessly and/or under circumstances of malice, insult, rudeness, oppression, aggravation, and/or in knowing violation of the Plaintiff's rights breach their contract with Startley.

191. As a result of the above actions, Startley has been and will continue to be injured and damaged.

192. WHEREFORE, Plaintiff respectfully request that the Court find the BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad, Underwood and S. Jones have breached their contract and did so willfully, wantonly, recklessly and/or under circumstances of malice, insult, rudeness, oppression, aggravation, and/or in knowing violation of the Plaintiff's rights. Startley respectfully demands judgment against Defendants for compensatory damages, plus attorney's fees, and court costs. Plaintiff also demands such other and different relief the Court deems proper.

COUNT VIII
BREACH OF CONTRACT – POWRZANAS
JONES UTILITY AND R. JONES

193. Powrzas was hired by Jones Utility and R. Jones in or around September 2006.

194. Jones Utility and R. Jones had an implied employment contract with Powrzas.

195. Powrzas meet her obligations under this employment contract.

196. Jones Utility and R. Jones failed to meet their obligations under said employment contract by involving Powrzas in a pay to play scheme for their own benefit with the BWWB, Underwood, S. Jones, Newton, Lowe and Maye.

197. The pay to play scheme caused Powrzas to experience the embarrassment of working for and with a company that committed fraud against the U.S. Government and Powrzas suffered stress, anxiety and mental anguish because of the play to pay scheme between Jones Utility and the BWWB and its staff.

198. Powrzas was denied the benefit of working for an honest company.

199. Jones Utility and R. Jones' breach of contract has caused Powrzas to suffer damages.

200. Jones Utility and R. Jones did willfully, wantonly, negligently, recklessly and/or under circumstances of malice, insult, rudeness, oppression, aggravation,

and/or in knowing violation of the Plaintiff's rights breach their contract with Powrzanas.

201. As a result of the above actions, Powrzanas has been and will continue to be injured and damaged.

202. WHEREFORE, Plaintiff respectfully request that the Court find the Jones Utility and R. Jones have breached their contract and did so willfully, wantonly, recklessly and/or under circumstances of malice, insult, rudeness, oppression, aggravation, and/or in knowing violation of the Plaintiff's rights. Powrzanas respectfully demands judgment against Defendants for compensatory damages, plus attorney's fees, and court costs. Plaintiff also demands such other and different relief the Court deems proper.

COUNT IX
BREACH OF CONTRACT – STEWART
JONES UTILITY AND R. JONES

203. Stewart was hired by Jones Utility and R. Jones in or around February 2013.

204. Jones Utility and R. Jones had an implied employment contract with Stewart.

205. Stewart meet his obligations under this employment contract.

206. Jones Utility and R. Jones failed to meet their obligations under said employment contract by involving Stewart in a pay to play scheme for their own benefit with the BWWB, Underwood, S. Jones, Newton, Lowe and Maye.

207. The pay to play scheme caused Stewart to experience the embarrassment of working for and with a company that committed fraud against the U.S. Government and Stewart suffered stress, anxiety and mental anguish because of the play to pay scheme between Jones Utility and the BWWB and its staff.

208. Stewart was denied the benefit of working for an honest company.

209. Jones Utility and R. Jones' breach of contract has caused Stewart to suffer damages.

210. Jones Utility and R. Jones did willfully, wantonly, negligently, recklessly and/or under circumstances of malice, insult, rudeness, oppression, aggravation, and/or in knowing violation of the Plaintiff's rights breach their contract with Stewart.

211. As a result of the above actions, Stewart has been and will continue to be injured and damaged.

212. WHEREFORE, Plaintiff respectfully request that the Court find the Jones Utility and R. Jones have breached their contract and did so willfully, wantonly, recklessly and/or under circumstances of malice, insult, rudeness, oppression, aggravation, and/or in knowing violation of the Plaintiff's rights. Stewart respectfully demands judgment against Defendants for compensatory damages, plus attorney's fees, and court costs. Plaintiff also demands such other and different relief

the Court deems proper.

COUNT X
BREACH OF IMPLIED DUTY OF GOOD FAITH AND FAIR DEALING –
STARTLEY
BWWB, ALEXANDER, CLARK, DICKERSON, BURBAGE, MIMS, KING,
LEWIS, MUNCHUS, MUHAMMAD, UNDERWOOD, S. JONES, LOWE
AND NEWTON

213. Startley was awarded the On-Call contract on February 8, 2016.

214. Startley met and completed its obligations under the On-Call Contract.

215. BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad, Underwood and S. Jones was under a covenant that imposed on them as a party to the contract the duty to refrain from doing anything which would render performance of the contract impossible by any act of its own, and also the duty to do everything that the contract presupposes that each party will do to accomplish its purpose. BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad, Underwood and S. Jones breached the implied covenant of good faith and fair dealing by interfering with or failing to cooperate with Startley in the performance of the On-Call contract and by participating in or ignoring the “pay to play” scheme.

216. BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad, Underwood and S. Jones’ breach of contract has caused Startley to suffer damages.

217. BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad, Underwood and S. Jones did willfully, wantonly, negligently, recklessly and/or under circumstances of malice, insult, rudeness, oppression, aggravation, and/or in knowing violation of the Plaintiff's rights breached their implied covenant of good faith and fair dealing with Startley.

218. As a result of the above actions, Startley has been and will continue to be injured and damaged.

219. WHEREFORE, Plaintiff respectfully request that the Court find the BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad, Underwood and S. Jones have breached their contract and did so willfully, wantonly, recklessly and/or under circumstances of malice, insult, rudeness, oppression, aggravation, and/or in knowing violation of the Plaintiff's rights. Startley respectfully demands judgment against Defendants for compensatory damages, plus attorney's fees, and court costs. Plaintiff also demands such other and different relief the Court deems proper.

COUNT XI
BREACH OF IMPLIED DUTY OF GOOD FAITH AND FAIR DEALING –
POWRZANAS
JONES UTILTIY AND R. JONES

220. In or around September 2006 Powrzas was hired was hired by Jones Utility and R. Jones.

221. Powrzas met and completed her obligations under her implied employment

contract.

222. Jones Utility and R. Jones were under a covenant that imposed on them as a party to the contract the duty to refrain from doing anything which would render performance of the contract impossible by any act of its own, and also the duty to do everything that the contract presupposes that each party will do to accomplish its purpose. Jones Utility and R. Jones breached the implied covenant of good faith and fair dealing by interfering with or failing to cooperate with Powrzasnas in the performance of her implied employment contract by involving Powrzasnas in a pay to play scheme for their own personal benefit with the BWWB, Underwood, S. Jones, Newton, Lowe and Maye.

223. This pay to play scheme caused Powrzasnas to experience the embarrassment of working for and with a company that committed fraud, denying Powrzasnas the benefit of working for an honest company.

224. Jones Utility and R. Jones' breach of contract has caused Powrzasnas to suffer damages.

225. Jones Utility and R. Jones did willfully, wantonly, negligently, recklessly and/or under circumstances of malice, insult, rudeness, oppression, aggravation, and/or in knowing violation of the Plaintiff's rights breached their implied covenant of good faith and fair dealing with Powrzasnas.

226. As a result of the above actions, Powrzanas has been and will continue to be injured and damaged.

227. WHEREFORE, Plaintiff respectfully request that the Court find the Jones Utility and R. Jones have breached their contract and did so willfully, wantonly, recklessly and/or under circumstances of malice, insult, rudeness, oppression, aggravation, and/or in knowing violation of the Plaintiff's rights. Powrzanas respectfully demands judgment against Defendants for compensatory damages, plus attorney's fees, and court costs. Plaintiff also demands such other and different relief the Court deems proper.

COUNT XII
BREACH OF IMPLIED DUTY OF GOOD FAITH AND FAIR DEALING –
STEWART
JONES UTILITY AND R. JONES

228. In or around February 2013 Stewart was hired was hired by Jones Utility and R. Jones.

229. Stewart met and completed his obligations under his implied employment contract.

230. Jones Utility and R. Jones were under a covenant that imposed on them as a party to the contract the duty to refrain from doing anything which would render performance of the contract impossible by any act of its own, and also the duty to do everything that the contract presupposes that each party will do to accomplish its purpose. Jones Utility and R. Jones breached the implied covenant of good faith and fair dealing by interfering with or failing to cooperate with Stewart in the

performance of her implied employment contract by involving Stewart in a pay to play scheme for their own personal benefit with the BWWB, Underwood, S. Jones, Newton, Lowe and Maye.

231. This pay to play scheme caused Stewart to experience the embarrassment of working for and with a company that committed fraud, denying Powrzas the benefit of working for an honest company.

232. Jones Utility and R. Jones' breach of contract has caused Stewart to suffer damages.

233. Jones Utility and R. Jones did willfully, wantonly, negligently, recklessly and/or under circumstances of malice, insult, rudeness, oppression, aggravation, and/or in knowing violation of the Plaintiff's rights breached their implied covenant of good faith and fair dealing with Powrzas.

234. As a result of the above actions, Stewart has been and will continue to be injured and damaged.

235. WHEREFORE, Plaintiff respectfully request that the Court find the Jones Utility and R. Jones have breached their contract and did so willfully, wantonly, recklessly and/or under circumstances of malice, insult, rudeness, oppression, aggravation, and/or in knowing violation of the Plaintiff's rights. Stewart respectfully demands judgment against Defendants for compensatory damages, plus

attorney's fees, and court costs. Plaintiff also demands such other and different relief the Court deems proper.

COUNT XIII
CIVIL FRAUD - STARTLEY
BWWB, ALEXANDER, CLARK, DICKERSON, BURBAGE, MIMS, KING,
LEWIS, MUNCHUS, MUHAMMAD, UNDERWOOD AND S. JONES

236. Startley was the #1 lowest responsive, responsible bidder on the 2009 On-Call Contract and was awarded the contract as such.

237. On March 9, 2012, Startley was awarded the BWWB Standard Patch Paving contract as the #2 lowest responsive, responsible bidder.

238. On November 09, 2012, Startley was awarded the On-Call contract as the #3 lowest responsive, responsible bidder.

239. On May 17, 2013, Startley was awarded the Boring Contract as the #1 lowest responsive, responsible bidder.

240. Startley was awarded the On-Call contract February 8, 2018 as the #2 lowest responsive, responsible bidder.

241. Startley never received its fair share of work under any of these contracts as was stated by the BWWB staff during the bidding process and after the contract award.

242. Contractors who were higher priced than Startley and contractors who did not even have contracts, namely, Rast Construction, B & H Contracting, Nichols

Contracting, Willoughby Contracting and Jones Utility received more work orders than Startley.

243. Startley suffered economically due to the fraud/fraud in the inducement/fraudulent misrepresentations made to them by BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad, Underwood and S. Jones.

244. BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad, Underwood and S. Jones did willfully, wantonly, negligently, recklessly and/or under circumstances of malice, insult, rudeness, oppression, aggravation, and/or in knowing violation of the Plaintiffs rights make fraudulent misrepresentation to Startley with regard to the On-Call contracts, Boring contract, and Standard Patch Paving contract.

245. As a result of the above actions, Startley has been and will continue to be injured and damaged.

246. WHEREFORE, Plaintiff respectfully request that the Court find the BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad, Underwood and S. Jones have breached their contract with Plaintiff and did so willfully, wantonly, recklessly and/or under circumstances of malice, insult, rudeness, oppression, aggravation, and/or in knowing violation of the Plaintiff's

rights. Startley respectfully demand judgment against Defendants for punitive damages, plus attorney's fees, and court costs. Plaintiff also demands such other and different relief the Court deems proper.

COUNT XIV
FRAUD IN THE INDUCEMENT - STARTLEY
BWVB, ALEXANDER, CLARK, DICKERSON, BURBAGE, MIMS, KING,
LEWIS, MUNCHUS, MUHAMMAD, UNDERWOOD AND S. JONES

247. Startley was the #1 lowest responsive, responsible bidder on the 2009 On-Call Contract and was awarded the contract as such.

248. On March 9, 2012, Startley was awarded the BWVB Standard Patch Paving contract as the #2 lowest responsive, responsible bidder.

249. On November 09, 2012, Startley was awarded the On-Call contract as the #3 lowest responsive, responsible bidder.

250. On May 17, 2013, Startley was awarded the Boring Contract as the #1 lowest responsive, responsible bidder.

251. Startley was awarded the On-Call contract February 8, 2018 as the #2 lowest responsive, responsible bidder.

252. Startley never received its fair share of work under any of these contracts as was stated by the BWVB staff during the bidding process and after the contract award.

253. Contractors who were higher priced than Startley and contractors who did not

even have contracts, namely, Rast Construction, B & H Contracting, Nichols Contracting, Willoughby Contracting and Jones Utility received more work orders than Startley.

254. Startley suffered economically due to the fraud/fraud in the inducement/fraudulent misrepresentations made to them by BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad, Underwood and S. Jones.

255. BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad, Underwood and S. Jones did willfully, wantonly, negligently, recklessly and/or under circumstances of malice, insult, rudeness, oppression, aggravation, and/or in knowing violation of the Plaintiffs rights make fraudulent misrepresentation to Startley with regard to the On-Call contracts, Boring contract, and Standard Patch Paving contract.

256. As a result of the above actions, Startley has been and will continue to be injured and damaged.

257. WHEREFORE, Plaintiff respectfully request that the Court find the BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad, Underwood and S. Jones have breached their contract with Plaintiff and did so willfully, wantonly, recklessly and/or under circumstances of malice, insult,

rudeness, oppression, aggravation, and/or in knowing violation of the Plaintiff's rights. Startley respectfully demand judgment against Defendants for punitive damages, plus attorney's fees, and court costs. Plaintiff also demands such other and different relief the Court deems proper.

COUNT XV
CONSPIRACY TO COMMIT FRAUD
BWWB, ALEXANDER, CLARK, DICKERSON, BURBAGE, MIMS, KING,
LEWIS, MUNCHUS, MUHAMMAD, UNDERWOOD AND S. JONES,
LOWE, NEWTON AND MAYE

258. In or around 2012 to present the BWWB, Lewis, Munchus, Underwood, S. Jones, Lowe, Newton and Maye have allowed R. Jones and Jones Utility to submit fraudulent documents including but not limited to billing representing false quantities, payment requests, material requisitions, and false representations of services provided.

259. In or around 2017 to present Alexander, Clark, Dickerson, Burbage, Mims, King, and Muhammad have allowed R. Jones and Jones Utility to submit fraudulent documents including but not limited to billing representing false quantities, payment requests, material requisitions, and false representations of services provided.

260. BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad, Underwood, S. Jones, Lowe, Newton and Maye have submitted fraudulent invoices, timesheets, and other such documents as kept by

BWWB regarding Jones Utility in violation of their duty to do so which Defendants know to be imposed upon Defendants by law.

261. BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad, Underwood, S. Jones, Lowe, Newton and Maye have allowed the falsifying of documents and business records with R. Jones and Jones Utility for their own personal gain.

262. BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad, Underwood, S. Jones, Lowe, Newton and Maye did willfully, wantonly, negligently, recklessly and/or under circumstances of malice, insult, rudeness, oppression, aggravation, and/or in knowing violation of the Plaintiffs rights conspired together in falsifying of documents and business records.

263. As a result of the above actions, Plaintiffs and ratepayers have been and will continue to be injured and damaged.

264. WHEREFORE, Plaintiffs respectfully request that the Court find that BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad, Underwood, S. Jones, Lowe, Newton and Maye conspired together in falsifying documents and business records and did so willfully, wantonly, recklessly and/or under circumstances of malice, insult, rudeness, oppression, aggravation, and/or in knowing violation of the Plaintiffs rights. Startley, Powrzanas and Stewart

respectfully demand judgment against Defendants for punitive damages, plus attorney's fees, and court costs. Plaintiffs also demand such other and different relief the Court deems proper.

COUNT XVI
CONSPIRACY TO COMMIT FRAUD
JONES UTILITY, R. JONES AND DAY

265. In or around 2012 to present Jones Utility, R. Jones and Day conspired with BWWB, Underwood, S. Jones, Lowe, Newton and Maye created and submitted fraudulent documents, including but not limited to, billing representing false quantities, payment requests, material requisitions, and false representations of services provided to BWWB and its employees.

266. Jones Utility, R. Jones and Day has created and submitted fraudulent invoices, timesheets, and other such documents as kept by BWWB and Jones Utility in violation of their duty to do so which Defendants know to be imposed upon Defendants by law.

267. Jones Utility, R. Jones and Day have allowed the falsifying of documents and business records for their own personal gain.

268. Jones Utility, R. Jones and Day did willfully, wantonly, negligently, recklessly and/or under circumstances of malice, insult, rudeness, oppression, aggravation, and/or in knowing violation of the Plaintiffs rights conspire with

BWWB, Underwood, S. Jones, Lowe, Newton and Maye to falsify documents and business records.

269. As a result of the above actions, Plaintiffs and ratepayers have been and will continue to be injured and damaged.

270. WHEREFORE, Plaintiffs respectfully requests the Court find that Jones Utility, R. Jones and Day conspired with BWWB, Underwood, S. Jones, Lowe, Newton and Maye in falsifying documents and business records and did so willfully, wantonly, recklessly and/or under circumstances of malice, insult, rudeness, oppression, aggravation, and/or in knowing violation of the Plaintiffs rights. Startley, Powrzas and Stewart respectfully demand judgment against Defendants for punitive damages, plus attorney's fees, and court costs. Plaintiffs also demand such other and different relief the Court deems proper.

COUNT XVII
DEFAMATION/SLANDER/LIBEL - STARTLEY
LOWE, NEWTON, R. JONES and DAY

271. Lowe, Newton, R. Jones and Day have stated to Startley's employees, BWWB management, Startley's vendors and others that (1) Startley is going out of business and/or (2) Startley is bankrupt.

272. These statements have injured Startley's financial relationships with creditors and has had their financial status called into question by management of the BWWB.

273. Startley has lost employees to Jones Utility at the urging of Lowe and Newton.

274. Potential employees have been warned by Lowe and Newton NOT to seek employment with Startley.

275. Jones Utility has solicited Startley's employees despite each one having a non-compete clause and Jones Utility did not question or ask each former employee if they were subject to one.

276. Lowe, Newton, R. Jones and Day did willfully, wantonly, negligently, recklessly and/or under circumstances of malice, insult, rudeness, oppression, aggravation, and/or in knowing violation of the Plaintiffs rights defame, and slander Startley.

277. As a result of the above actions, Startley has been and will continue to be injured and damaged.

278. WHEREFORE, Plaintiffs respectfully request that the Court find that Lowe, Newton, R. Jones and Day defamed and slandered Startley and did so willfully, wantonly, recklessly and/or under circumstances of malice, insult, rudeness, oppression, aggravation, and/or in knowing violation of the Plaintiffs rights. Startley respectfully demands judgment against Defendants for punitive damages, plus attorney's fees, and court costs. Plaintiff also demands such other and different relief the Court deems proper.

COUNT XVIII
TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATIONSHIP
UNDERWOOD, S. JONES, NEWTON, LOWE, AND MAYE

279. Startley has a contractual business relationship with BWWB.

280. Underwood, S. Jones, Newton, Lowe and Maye were fully aware of the existence of the contractual business relationship between Startley and BWWB.

281. Underwood, S. Jones, Newton, Lowe and Maye intentionally induced the BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus and Muhammad into breaching BWWB's contract with Startley.

282. Underwood, S. Jones, Newton, Lowe and Maye intentionally interfered with the workflow to Startley and rendered their performance under the On-Call contract nearly impossible.

283. Underwood, S. Jones, Newton, Lowe and Maye did willfully, wantonly, negligently, recklessly and/or under circumstances of malice, insult, rudeness, oppression, aggravation, and/or in knowing violation of the Plaintiff's rights tortiously interfere with Startley's contractual business relationship with BWWB.

284. As a result of the above actions, Startley has been and will continue to be injured and damaged.

285. WHEREFORE, Plaintiffs respectfully request that the Court find that Underwood, S. Jones, Newton, Lowe and Maye tortiously interfered with Startley's

contractual business relationship with BWWB and did so willfully, wantonly, recklessly and/or under circumstances of malice, insult, rudeness, oppression, aggravation, and/or in knowing violation of the Plaintiffs rights. Startley, respectfully demand judgment against Defendants for punitive damages, plus attorney's fees, and court costs. Plaintiff also demands such other and different relief the Court deems proper.

COUNT XIX
TORTIOUS INTERFERENCE WITH PROSPECTIVE CONTRACTUAL
RELATIONS
UNDERWOOD, S. JONES, NEWTON, LOWE AND MAYE

286. Startley performs the same kinds of contracting work as Jones Utility and R. Jones.

287. Underwood, S. Jones, Newton, Lowe and Maye were fully aware of the type of work Startley performs and the history of Startley.

288. Underwood, S. Jones, Newton, Lowe and Maye intentionally have defamed, slandered and made false accusations about Startley to interfere with Startley's prospective contractual relationships with BWWB and others.

289. Underwood, S. Jones, Newton, Lowe and Maye did willfully, wantonly, negligently, recklessly and/or under circumstances of malice, insult, rudeness, oppression, aggravation, and/or in knowing violation of the Plaintiffs rights tortiously interfere with Startley's prospective contractual business relationship with

BWWB.

290. As a result of the above actions, Startley has been and will continue to be injured and damaged.

291. WHEREFORE, Plaintiff respectfully request that the Court find that Underwood, S. Jones, Newton, Lowe and Maye tortiously interfered with Startley's contractual business relationship with BWWB and did so willfully, wantonly, recklessly and/or under circumstances of malice, insult, rudeness, oppression, aggravation, and/or in knowing violation of the Plaintiffs rights. Startley and Powrzasnas, respectfully demand judgment against Defendants for punitive damages, plus attorney's fees, and court costs. Plaintiffs also demand such other and different relief the Court deems proper.

COUNT XX
TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATIONSHIP
R. JONES, DAY AND JONES UTILITY

292. Startley has a contractual business relationship with BWWB.

293. Jones Utility, R. Jones and Day were fully aware of the existence of the contractual business relationship between Startley and BWWB.

294. Jones Utility, R. Jones and Day intentionally induced the BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad, Underwood and S. Jones, Lowe and Newton into breaching BWWB's contract with Startley.

295. Jones Utility, R. Jones and Day intentionally interfered with the workflow to Startley and rendered their performance under the On-Call contract nearly impossible.

296. Jones Utility, R. Jones and Day did willfully, wantonly, negligently, recklessly and/or under circumstances of malice, insult, rudeness, oppression, aggravation, and/or in knowing violation of the Plaintiff's rights tortiously interfere with Startley's contractual business relationship with BWWB.

297. As a result of the above actions, Startley has been and will continue to be injured and damaged.

298. WHEREFORE, Plaintiffs respectfully request that the Court find that Jones Utility, R. Jones and Day tortiously interfered with Startley's contractual business relationship with BWWB and did so willfully, wantonly, recklessly and/or under circumstances of malice, insult, rudeness, oppression, aggravation, and/or in knowing violation of the Plaintiffs rights. Startley and Powrzanas, respectfully demand judgment against Defendants for punitive damages, plus attorney's fees, and court costs. Plaintiff also demands such other and different relief the Court deems proper.

COUNT XXI
TORTIOUS INTERFERENCE WITH PROSPECTIVE CONTRACTUAL
RELATIONS
R. JONES, DAY AND JONES UTILITY

299. Startley performs the same kinds of contracting work as Jones Utility and R. Jones.

300. Jones Utility, R. Jones and Day were fully aware of the type of work Startley performs and the history of Startley.

301. Jones Utility, R. Jones and Day intentionally have defamed, slandered and made false accusations about Startley to interfere with Startley's prospective contractual relationships with BWWB and others.

302. Jones Utility, R. Jones and Day did willfully, wantonly, negligently, recklessly and/or under circumstances of malice, insult, rudeness, oppression, aggravation, and/or in knowing violation of the Plaintiffs rights tortiously interfere with Startley's prospective contractual business relationship with BWWB.

303. As a result of the above actions, Startley has been and will continue to be injured and damaged.

304. WHEREFORE, Plaintiff respectfully request that the Court find that Jones Utility, R. Jones and Day tortiously interfered with Startley's contractual business relationship with BWWB and did so willfully, wantonly, recklessly and/or under

circumstances of malice, insult, rudeness, oppression, aggravation, and/or in knowing violation of the Plaintiffs rights. Startley and Powrzanas, respectfully demand judgment against Defendants for punitive damages, plus attorney's fees, and court costs. Plaintiffs also demand such other and different relief the Court deems proper.

COUNT XXII
UNLAWFUL TRADE PRACTICES
BWWB, ALEXANDER, CLARK, DICKERSON, BURBAGE, MIMS, KING,
LEWIS, MUNCHUS, MUHAMMAD, UNDERWOOD, S. JONES, LOWE,
NEWTON AND MAYE

305. In or around 2012 to present the BWWB, Lewis, Munchus, Underwood, S. Jones, Lowe, Newton, and Maye have allowed R. Jones and Jones Utility to submit for payment fraudulent billing representing false quantities and false representations of services provided.

306. In or around 2017 to present the Alexander, Clark, Dickerson, Burbage, Mims, King, and Muhammad have allowed R. Jones and Jones Utility to submit for payment fraudulent billing representing false quantities and false representations of services provided.

307. This violates Alabama Deceptive Trade Practices Act.

308. BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad, Underwood, S. Jones, Lowe, Newton, Maye, Jones Utility,

R. Jones and Day have allowed this fraudulent billing with R. Jones and Jones Utility for their own personal gain.

309. BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad, Underwood, S. Jones, Lowe, Newton and R. Jones did willfully, wantonly, negligently, recklessly and/or under circumstances of malice, insult, rudeness, oppression, aggravation, and/or in knowing violation of the Plaintiffs rights participated in deceptive business practices.

310. As a result of the above actions, Plaintiffs has been and will continue to be injured and damaged.

311. WHEREFORE, Plaintiffs respectfully request that the Court find that BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad, Underwood, S. Jones, Lowe, and Newton participated in deceptive business practices and did so willfully, wantonly, recklessly and/or under circumstances of malice, insult, rudeness, oppression, aggravation, and/or in knowing violation of the Plaintiffs rights. Startley, Powrzanas and Stewart respectfully demand judgment against Defendants for punitive damages, plus attorney's fees, and court costs. Plaintiffs also demand such other and different relief the Court deems proper.

COUNT XXIII
UNFAIR AND DECEPTIVE BUSINESS PRACTICES
JONES UTILITY AND R. JONES

312. In or around 2012 to present the BWWB, Lewis, Munchus, Underwood, S. Jones, Lowe, Newton, and Maye have allowed R. Jones and Jones Utility to submit for payment fraudulent billing representing false quantities and false representations of services provided.

313. In or around 2017 to present the Alexander, Clark, Dickerson, Burbage, Mims, King, and Muhammad have allowed R. Jones and Jones Utility to submit for payment fraudulent billing representing false quantities and false representations of services provided.

314. This violates Alabama Deceptive Trade Practices Act.

315. Jones Utility, R. Jones and Day were allowed to submit this fraudulent billing to BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad, Underwood, S. Jones, Lowe, Newton and Maye due to the bribery he was providing for their own personal gain.

316. Jones Utility, R. Jones and Day did willfully, wantonly, negligently, recklessly and/or under circumstances of malice, insult, rudeness, oppression, aggravation, and/or in knowing violation of the Plaintiffs rights participated in deceptive business practices.

317. As a result of the above actions, Plaintiffs have been and will continue to be injured and damaged.

318. WHEREFORE, Plaintiffs respectfully request that the Court find that Jones Utility, R. Jones and Day participated in deceptive business practices and did so willfully, wantonly, recklessly and/or under circumstances of malice, insult, rudeness, oppression, aggravation, and/or in knowing violation of the Plaintiffs rights. Startley, Powrzanas and Stewart respectfully demand judgment against Defendants for punitive damages, plus attorney's fees, and court costs. Plaintiffs also demand such other and different relief the Court deems proper.

COUNT XXIV
NEGLIGENT RETENTION/SUPERVISION OF EMPLOYEES
UNDERWOOD AND S. JONES

319. BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad named Underwood, as its General Manager in 2005, and S. Jones, as its Assistant General Manager in 2003, and Defendants were under the direct control, direction, and supervision of the BWWB Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad at all times.

320. BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad held Underwood and S. Jones out to the public as competent and trustworthy managers, supervisors, leaders, and employees with the necessary

skills and requirements to carry out the positions they are appointed to.

321. BWWB has established policy and procedure guidelines to ensure that all bids are carried out in a manner prescribed by law, and Underwood and S. Jones each have an express and/or implied duty to act in accordance with BWWB policies and procedures as well as all applicable local, state and local laws.

322. BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad negligently retained and failed to supervise Underwood and S. Jones when complaints have been presented to BWWB by Startley and other individuals.

323. BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad failed to investigate these complaints.

324. Underwood and S. Jones are employees of BWWB.

325. BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad was aware that Underwood and S. Jones had complaints filed against them but failed to take any action against them.

326. BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad negligently retained Underwood and S. Jones and allowed them to continue in their appointed positions as well as the “pay to play” scheme.

327. BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis,

Munchus, Muhammad Underwood, and S. Jones have caused Plaintiffs' to suffer damages.

328. BWWB Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad willfully, wantonly, negligently, recklessly and/or under circumstances of malice, insult, rudeness, oppression, aggravation, and/or in knowing violation of the Plaintiffs rights by fraudulently misrepresenting the rules of administrative corrective action when a complaint was submitted by Startley with regards to the actions committed against them by BWWB employees, agents, Jones Utility and R. Jones and failing to investigate the complaint.

329. As a result of the above actions, Plaintiffs, Startley and Powrzasnas have been, and will continue to be injured and damaged.

330. WHEREFORE, Plaintiffs respectfully request that the Court find that BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad acted negligently by retaining and failing to supervise Underwood and S. Jones when complaints were not being investigated and did so willfully, wantonly, recklessly and/or under circumstances of malice, insult, rudeness, oppression, aggravation, and/or in knowing violation of the Plaintiffs rights. Plaintiffs respectfully demand judgment against Defendants for punitive damages, plus attorney's fees, and court costs. Plaintiffs also demand such other and different relief

the Court deems proper.

COUNT XXV
NEGLIGENT RETENTION/SUPERVISION OF EMPLOYEES
LOWE, NEWTON AND MAYE

331. BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad Underwood, and S. Jones, named Derrick Maye as its System Development Project Engineer and named Lowe and Newton as its inspectors and Defendants were under the direct control, direction, and supervision of the BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad, Underwood and S. Jones at all times.

332. BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad Underwood and S. Jones held Lowe and Newton out to the public as competent and trustworthy inspectors, supervisors, leaders, and employees and Maye as a project engineer with the necessary skills and requirements to carry out the positions they are appointed to.

333. BWWB has established policy and procedure guidelines to ensure that all workflow is carried out in a manner prescribed by law, and Lowe, Newton and Maye each have an express and/or implied duty to act in accordance with BWWB policies and procedures as well as all applicable local, state and local laws.

334. BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad, Underwood, and S. Jones negligently retained and failed to

supervise Lowe, Newton and Maye when complaints have been presented to BWWB, Underwood and S. Jones by Startley and other individuals.

335. BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad, Underwood and S. Jones failed to investigate these complaints.

336. Lowe, Newton and Maye are employees of BWWB.

337. BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad, Underwood and S. Jones was aware that Maye, Lowe and Newton had complaints filed against them but failed to take any action against them.

338. BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad, Underwood, and S. Jones negligently retained Maye, Lowe and Newton and allowed them to continue in their appointed positions as well as the “pay to play “scheme.

339. Maye, Lowe and Newton have caused Plaintiffs’ to suffer damages.

340. BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad, Underwood and S. Jones willfully, wantonly, negligently, recklessly and/or under circumstances of malice, insult, rudeness, oppression, aggravation, and/or in knowing violation of the Plaintiffs rights by fraudulently misrepresenting the rules of administrative corrective action when a complaint was

submitted by Startley with regards to the actions committed against them by BWWB employees, agents, Jones Utility and R. Jones and failing to investigate the complaint.

341. As a result of the above actions, Plaintiffs, Startley, Powrzasnas and Stewart have been, and will continue to be injured and damaged.

342. WHEREFORE, Plaintiffs respectfully request that the Court find that BWWB, Underwood and S. Jones acted negligently by retaining and failing to supervise Maye, Lowe and Newton when complaints were not being investigated and did so willfully, wantonly, recklessly and/or under circumstances of malice, insult, rudeness, oppression, aggravation, and/or in knowing violation of the Plaintiffs rights. Plaintiffs respectfully demand judgment against Defendants for punitive damages, plus attorney's fees, and court costs. Plaintiffs also demand such other and different relief the Court deems proper.

COUNT XXVI
NEGLIGENT RETENTION/SUPERVISION OF EMPLOYEES
R. JONES AND DAY

343. Jones Utility, named R. Jones its President and named Day its Superintendent and Defendants were under the direct control, direction, and supervision of the Jones Utility at all times.

344. Jones Utility held R. Jones and Day out to the public as competent and

trustworthy, supervisors, leaders, and employees with the necessary skills and requirements to carry out the positions they are appointed to.

345. Jones Utility has established policy and procedure guidelines to ensure that all workflow is carried out in a manner prescribed by law, R. Jones and Day each have an express and/or implied duty to act in accordance with Jones Utility's policies and procedures as well as all applicable local, state and local laws.

346. Jones Utility negligently retained and failed to supervise R. Jones and Day when complaints have been presented to Jones Utility.

347. Jones Utility failed to investigate these complaints.

348. R. Jones and Day are employees of Jones Utility.

349. Jones Utility was aware that R. Jones and Day had complaints filed against them but failed to take any action against them.

350. Jones Utility negligently retained R. Jones and Day and allowed them to continue in their appointed positions as well as the "pay to play" scheme.

351. R. Jones and Day have caused Plaintiffs' to suffer damages.

352. Jones Utility willfully, wantonly, negligently, recklessly and/or under circumstances of malice, insult, rudeness, oppression, aggravation, and/or in knowing violation of the Plaintiffs rights by fraudulently misrepresenting the rules of administrative corrective action when a complaint was submitted by Startley with

regards to the actions committed against them by BWWB employees, agents, Jones Utility and R. Jones and failing to investigate the complaint.

353. As a result of the above actions, Plaintiffs, Startley, Powrzasas and Stewart have been, and will continue to be injured and damaged.

354. WHEREFORE, Plaintiffs respectfully request that the Court find that BWWB, Underwood and S. Jones acted negligently by retaining and failing to supervise Maye, Lowe and Newton when complaints were not being investigated and did so willfully, wantonly, recklessly and/or under circumstances of malice, insult, rudeness, oppression, aggravation, and/or in knowing violation of the Plaintiffs rights. Plaintiffs respectfully demand judgment against Defendants for punitive damages, plus attorney's fees, and court costs. Plaintiffs also demand such other and different relief the Court deems proper.

COUNT XXVII
BREACH OF FIDUCIARY DUTY
BWWB, ALEXANDER, CLARK, DICKERSON, BURBAGE, MIMS, KING,
LEWIS, MUNCHUS, MUHAMMAD UNDERWOOD, S. JONES, LOWE
AND NEWTON

355. BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad, Underwood, S. Jones, Lowe and Newton owed the Plaintiffs a fiduciary duty of good faith and fair dealing and the duty of full disclosure

356. By accepting anything of value in exchange for favor of any type from R.

Jones or Jones Utility it is a direct violation of AL Ethics Laws and resulted in a breach of fiduciary to Plaintiff Startley.

357. Whereby, accepting bribes and/or gifts including Jones Utility paying for BWWB company Christmas parties and the like, it directly violates the ethic laws for public officials.

358. BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad, Underwood, S. Jones, Lowe and Newton have caused Plaintiffs' to suffer damages by their breach of their fiduciary duty to Plaintiff Startley.

359. BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad, Underwood, S. Jones, Lowe and Newton willfully, wantonly, negligently, recklessly and/or under circumstances of malice, insult, rudeness, oppression, aggravation, and/or in knowing violation of the Plaintiffs rights by violating ethics law and breach their fiduciary duty to Plaintiff Startley.

360. As a result of the above actions, Plaintiff Startley has been and will continue to be injured and damaged.

361. WHEREFORE, Plaintiff respectfully request that the Court find that BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad, Underwood, S. Jones, Lowe and Newton violated Alabama ethics law and breached

their fiduciary duty to Plaintiff and did so willfully, wantonly, recklessly and/or under circumstances of malice, insult, rudeness, oppression, aggravation, and/or in knowing violation of the Plaintiffs rights. Plaintiffs respectfully demand judgment against Defendants for punitive damages, plus attorney's fees, and court costs. Plaintiffs also demand such other and different relief the Court deems proper.

COUNT XXVIII
RETALIATION

BWWB, ALEXANDER, CLARK, DICKERSON, BURBAGE, MIMS, KING,
LEWIS, MUNCHUS, MUHAMMAD UNDERWOOD, S. JONES, LOWE
AND NEWTON

362. After the filing of this lawsuit BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad, Underwood, S. Jones, Lowe and Newton have all retaliated against Startley by failing to pay invoices in a timely manner, failing to award Startley a project that they were the lowest responsive, responsible bidder on, failing to contact them for a price on emergency work, and by Muhammad stating that "we do not do business with those who sue us".

363. After the filing of this lawsuit BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad, Underwood, S. Jones, Lowe and Newton have all retaliated against Startley by failing to call them for emergency work or solicit them for any special projects.

364. As a result of the above actions, Plaintiff Startley has been and will continue

to be injured and damaged.

365. WHEREFORE, Plaintiff respectfully request that the Court find that BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad, Underwood, S. Jones, Lowe and Newton retaliated against Plaintiff and did so willfully, wantonly, recklessly and/or under circumstances of malice, insult, rudeness, oppression, aggravation, and/or in knowing violation of the Plaintiffs rights. Plaintiffs respectfully demand judgment against Defendants for compensatory damages, punitive damages, plus attorney's fees, and court costs. Plaintiffs also demand such other and different relief the Court deems proper.

COUNT XXIX

NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

**BWWB, ALEXANDER, CLARK, DICKERSON, BURBAGE, MIMS, KING,
LEWIS, MUNCHUS, MUHAMMAD UNDERWOOD, S. JONES, LOWE,
NEWTON, MAYE, R. JONES, DAY AND JONES UTILITY**

366. As a result of the allegations made the basis of this lawsuit and the act of filing of this lawsuit BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad, Underwood, S. Jones, Lowe, Newton, Maye, R. Jones, Day and Jones Utility have negligently inflicted emotional distress on the Plaintiffs.

367. As a result of the above actions, Plaintiffs have been and will continue to be injured and damaged.

368. WHEREFORE, Plaintiffs respectfully request that the Court find that

BWWB, Alexander, Clark, Dickerson, Burbage, Mims, King, Lewis, Munchus, Muhammad, Underwood, S. Jones, Lowe, Newton, Maye, R. Jones, Day and Jones Utility have negligently inflicted emotional distress on the Plaintiffs and did so willfully, wantonly, recklessly and/or under circumstances of malice, insult, rudeness, oppression, aggravation, and/or in knowing violation of the Plaintiffs rights. Plaintiffs respectfully demand judgment against Defendants for punitive damages, plus attorney's fees, and court costs. Plaintiffs also demand such other and different relief the Court deems proper.

COUNT XXX
CONSPIRACY TO COMMIT DBE FRAUD
UNDERWOOD AND R. JONES

369. In or around 2016 Underwood conspired with R. Jones to start a disadvantaged business (DBE) staffing company, namely S & M Staffing using R. Jones' two daughters.

370. R. Jones had previously created a minority paving company, namely Karma Construction, using his wife, two daughters and another African American female to fulfill the minority participation requirements of the BWWB thereby committing DBE fraud.

371. R. Jones and Underwood caused the creation of the minority company to fulfill the minority participation requirements of the BWWB and DBE requirements

under the DWSRF loans. R. Jones and Underwood did so in violation of their duty to do so which Defendants know to be imposed upon Defendants by law.

372. R. Jones and Underwood caused the creation of the minority company for their own personal gain.

373. R. Jones and Underwood did willfully, wantonly, negligently, recklessly and/or under circumstances of malice, insult, rudeness, oppression, aggravation, and/or in knowing violation of the Plaintiffs rights conspire with each other to commit DBE fraud.

374. As a result of the above actions, Plaintiffs and ratepayers have been and will continue to be injured and damaged.

375. WHEREFORE, Plaintiffs respectfully requests the Court find that R. Jones and Underwood conspired with each other to commit DBE fraud in conspiring to create a minority owned staffing company to fulfill the minority participation requirements of the BWWB and DBE requirements of the DWSRF loan program and did so willfully, wantonly, recklessly and/or under circumstances of malice, insult, rudeness, oppression, aggravation, and/or in knowing violation of the Plaintiffs rights. Startley, Powrzanas and Stewart respectfully demand judgment against Defendants for punitive damages, plus attorney's fees, and court costs. Plaintiffs also demand such other and different relief the Court deems proper.

COUNT XXXI
CONSPIRACY TO COMMIT BRIBERY
UNDERWOOD, NEWTON, LOWE, MAYE, JONES UTILITY, R. JONES
AND DAY

376. Jones Utility, R. Jones and Day conspired with Underwood, Newton, Lowe and Maye to give each one gifts, money and things of value in exchange for negotiated work, no bid jobs, information that gave Jones Utility and R. Jones and unfair advantage over other contractors, hiring family members of their family members, falsifying invoices (approving invoices for work not performed, allowing charges for equipment and labor not on job), allowing unbalanced bids, funneling additional work to Jones Utility and R. Jones and bidrigging.

377. Accepting bribes violates AL Code §13A-10-61.

378. The bribery between Underwood, Newton, Lowe, Maye Jones Utility, R. Jones, and Day not only injures that Plaintiffs but injures the ratepayers.

379. Jones Utility, R. Jones and Day intentionally bribed Underwood, Newton, Lowe and Maye to gain an advantage on Startley and other contractors.

380. Underwood, Newton, Lowe and Maye Jones Utility, R. Jones did willfully, wantonly, negligently, recklessly and/or under circumstances of malice, insult, rudeness, oppression, aggravation, and/or in knowing violation of the Plaintiffs rights conspire to commit bribery.

381. As a result of the above actions, Plaintiffs and ratepayers have been and will

continue to be injured and damaged.

382. Underwood, Newton, Lowe, Maye, Jones Utility, R. Jones and Day did willfully, wantonly, negligently, recklessly and/or under circumstances of malice, insult, rudeness, oppression, aggravation, and/or in knowing violation of the Plaintiffs rights conspire with each other to commit bribery.

383. WHEREFORE, Plaintiffs respectfully requests the Court find that Underwood, Newton, Lowe, Maye, Jones Utility, R. Jones, and Day conspired with each other to commit bribery and did so willfully, wantonly, recklessly and/or under circumstances of malice, insult, rudeness, oppression, aggravation, and/or in knowing violation of the Plaintiffs rights. Startley, Powrzanas and Stewart respectfully demand judgment against Defendants for punitive damages, plus attorney's fees, and court costs. Plaintiffs also demand such other and different relief the Court deems proper.

COUNT XXXII
UNJUST ENRICHMENT
UNDERWOOD, NEWTON, LOWE, AND MAYE

384. Jones Utility, R. Jones and Day conspired with Underwood, Newton, Lowe and Maye to give each one gifts, money and things of value in exchange for negotiated work, no bid jobs, information that gave Jones Utility and R. Jones and unfair advantage over other contractors, hiring of family members, falsifying

invoices (approving invoices for work not performed, allowing charges for equipment and labor not on job), allowing unbalanced bids, funneling additional work to Jones Utility and R. Jones and bidrigging.

385. Accepting bribes violates AL Code §13A-10-61.

386. The gifts, cash and other rewards each Defendant was unjustly enriched to keep Startley from getting their portion of work.

387. Jones Utility, R. Jones and Day intentionally bribed Underwood, Newton, Lowe and Maye to gain an advantage on Startley and other contractors.

388. Jones Utility, R. Jones did willfully, wantonly, negligently, recklessly and/or under circumstances of malice, insult, rudeness, oppression, aggravation, and/or in knowing violation of the Plaintiffs rights unjustly enrich Underwood, Newton, Lowe and Maye to deprive Startley the portion of work.

389. As a result of the above actions, Plaintiffs and ratepayers have been and will continue to be injured and damaged.

390. Jones Utility, R. Jones and Day did willfully, wantonly, negligently, recklessly and/or under circumstances of malice, insult, rudeness, oppression, aggravation, and/or in knowing violation of the Plaintiffs rights unjustly enrich Underwood, Newton, Lowe and Maye through bribery.

391. WHEREFORE, Plaintiffs respectfully requests the Court find that

Underwood, Newton, Lowe, and Maye were unjustly enriched through bribery by Jones Utility, R. Jones and Day did so willfully, wantonly, recklessly and/or under circumstances of malice, insult, rudeness, oppression, aggravation, and/or in knowing violation of the Plaintiffs rights. Startley, Powrzanas and Stewart respectfully demand judgment against Defendants for punitive damages, plus attorney's fees, and court costs. Plaintiffs also demand such other and different relief the Court deems proper.

COUNT XXXIII
UNJUST ENRICHMENT
JONES UTILITY, R. JONES AND DAY

392. Jones Utility, R. Jones and Day conspired with Underwood, Newton, Lowe and Maye to give each one gifts, money and things of value in exchange for negotiated work, no bid jobs, information that gave Jones Utility and R. Jones and unfair advantage over other contractors, hiring family members of their family members, falsifying invoices (approving invoices for work not performed, allowing charges for equipment and labor not on job), allowing unbalanced bids, funneling additional work to Jones Utility and R. Jones and bidrigging.

393. Accepting bribes violates AL Code §13A-10-61.

394. The negotiated work, no bid jobs, information given to Jones Utility and R. Jones that gave them an unfair advantage over other contractors, the hiring of

BWWB staff members family members, the approving invoices for work not performed, allowing charges for equipment and labor not on job, allowing unbalanced bids, the funneling of additional work to Jones Utility and R. Jones and rigging bids for Jones Utility's benefit allowed Jones Utility, R. Jones and Day to be unjustly enriched by keeping Startley from getting their portion of work.

395. Jones Utility, R. Jones and Day intentionally bribed Underwood, Newton, Lowe and Maye to gain an advantage on Startley and other contractors to increase their profits.

396. Underwood, Newton, Lowe and Maye did willfully, wantonly, negligently, recklessly and/or under circumstances of malice, insult, rudeness, oppression, aggravation, and/or in knowing violation of the Plaintiffs rights unjustly enrich Jones Utility, R. Jones and Day to deprive Startley the portion of work.

397. As a result of the above actions, Plaintiffs and ratepayers have been and will continue to be injured and damaged.

398. Jones Utility, R. Jones and Day did willfully, wantonly, negligently, recklessly and/or under circumstances of malice, insult, rudeness, oppression, aggravation, and/or in knowing violation of the Plaintiffs rights unjustly enrich Underwood, Newton, Lowe and Maye through bribery.

399. WHEREFORE, Plaintiffs respectfully requests the Court find that Jones

Utility, R. Jones and Day were unjustly enriched through bribery by Underwood, Newton, Lowe and Maye did so willfully, wantonly, recklessly and/or under circumstances of malice, insult, rudeness, oppression, aggravation, and/or in knowing violation of the Plaintiffs rights. Startley, Powrzasnas and Stewart respectfully demand judgment against Defendants for punitive damages, plus attorney's fees, and court costs. Plaintiffs also demand such other and different relief the Court deems proper.

COUNT XXXIV
CONSPIRACY TO VIOLATE ALABAMA ETHICS LAW
UNDERWOOD, NEWTON, LOWE AND MAYE

400. Jones Utility, R. Jones and Day conspired with and Underwood, Newton, Lowe and Maye used their position to solicit for gifts, money and things of value in exchange for negotiated work, no bid jobs, information that gave Jones Utility and R. Jones and unfair advantage over other contractors, hiring family members of their family members, falsifying invoices (approving invoices for work not performed, allowing charges for equipment and labor not on job), allowing unbalanced bids, funneling additional work to Jones Utility and R. Jones and bidrigging.

401. Accepting or soliciting for anything of value is a violation of Alabama Ethics Law.

402. The bribery between Underwood, Newton, Lowe, Maye Jones Utility, R.

Jones, and Day not only injures that Plaintiffs but injures the ratepayers.

403. Jones Utility, R. Jones and Day intentionally bribed Underwood, Newton, Lowe and Maye to gain an advantage on Startley and other contractors.

404. Underwood, Newton, Lowe and Maye Jones Utility, R. Jones did willfully, wantonly, negligently, recklessly and/or under circumstances of malice, insult, rudeness, oppression, aggravation, and/or in knowing violation of the Plaintiffs rights conspire to violate Alabama Ethics Law.

405. As a result of the above actions, Plaintiffs and ratepayers have been and will continue to be injured and damaged.

406. Underwood, Newton, Lowe, Maye, Jones Utility, R. Jones and Day did willfully, wantonly, negligently, recklessly and/or under circumstances of malice, insult, rudeness, oppression, aggravation, and/or in knowing violation of the Plaintiffs rights conspire with each other to violate Alabama Ethics Law.

407. WHEREFORE, Plaintiffs respectfully requests the Court find that Underwood, Newton, Lowe, Maye, Jones Utility, R. Jones, and Day conspired with each other to violate Alabama Ethics Law and did so willfully, wantonly, recklessly and/or under circumstances of malice, insult, rudeness, oppression, aggravation, and/or in knowing violation of the Plaintiffs rights. Startley, Powrzanas and Stewart respectfully demand judgment against Defendants for punitive damages, plus

attorney's fees, and court costs. Plaintiffs also demand such other and different relief the Court deems proper.

Respectfully Submitted,

/s/ Scott T. Morro

Scott T. Morro (ASB-4954-C30M)

Attorney for Plaintiffs

PO Box 1644

Gardendale, AL 35071

Phone: 205-631-6301

Fax: 205-285-8241

morrolawcenter@bellsouth.net

CERTIFICATE OF SERVICE

I hereby certify that on April 03, 2019, I electronically filed the forgoing with the Clerk of the Court using the AlaFile system, which will send notification of such filing to the following:

UNITED STATES ATTORNEY
NORTHERN DISTRICT OF ALABAMA

Jay E. Town
1801 4th Ave North
Birmingham, AL 35203

ATTORNEY GENERAL OF THE UNITED STATES
DEPARTMENT OF JUSTICE

Matthew G. Whitaker
950 Pennsylvania Ave NW
Washington, D.C. 20530

ELLIS, HEAD, OWENS & JUSTICE

J. Bentley Owens, III.
P.O. Box 587
Columbiana, Alabama 35051
(205) 669-6783
bowens@wefhlaw.com

PARNELL THOMPSON, LLC
K. Mark Parnell, Mary H. Thompson
200 Office Park Drive, Suite 328
Birmingham, Alabama 35223
[\(205\) 582-2652](tel:(205)582-2652)
parnell@ptlawllc.com
thompson@ptlawllc.com

STARNES DAVIS FLORIE LLP
Arnold W. Umbach, III, Christopher Vinson, Richard E. Davis
100 Brookwood Place, 7th Floor
P.O. Box 598512
Birmingham, Alabama 35259-8512
(205) 868-6000
tumbach@starneslaw.com
cvinson@starneslaw.com
rdavis@starneslaw.com

CORY WATSON, PC
Ernest Cory, Joel Caldwell, Adam Pittman
2131 Magnolia Avenue South
Birmingham, Alabama 35205
205-328-2200
205-324-7896
jcaldwell@corywatson.com
ecory@corywatson.com
apittman@corywatson.com

****Newly named defendants to be served by certified mail.**

/s/ Scott T. Morro

Scott T. Morro