

NICOLE JENNINGS WADE, et al.

vs

L. LIN WOOD

L. LIN WOOD

March 13, 2023



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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

NICOLE JENNINGS WADE,
JONATHAN D. GRUNBERG, and
G. TAYLOR WILSON,

Plaintiff,

vs. CASE NUMBER
1:22-CV-01073

L. LIN WOOD,

Defendant.

-----/

The videotaped deposition of L. LIN
WOOD, a defendant, in the above-entitled cause,
taken pursuant to Notice and agreement, before
Ceil Weser, Certified Court Reporter and Notary
Public, Charles T. Nussbaum, Jr.,
Video-Technician, at the Meeting Room in
SpringHill Suites by Marriott, 2227 Boundary
Street, Beaufort, South Carolina, on the 13th
day of March, 2023, commencing at or about the
hour of 10:06 a.m.



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 22 ALSO PRESENT:
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 24 John Exum, Paralegal,
 25 L. Lin Wood, Esquire
 &
 Nicole Jennings Wade, Plaintiff
 Jonathan D. Grunberg, Plaintiff
 - - -

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PX-5	Copy of Settlement Statement Re: Carbone v. Cable News Network Inc., (2 pages)	17
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1 MR. BEAL: This will be the
2 deposition of Defendant Lin Wood taken
3 pursuant to Notice and agreement of
4 Counsel. I would propose that all
5 objections save to the form of the
6 question or responsiveness of the
7 answer be reserved until first use of
8 the deposition, is that agreeable?
9 MR. HARRISON: Agreed.
10 (Whereupon, Plaintiff's Exhibit
11 Number 1 was marked for
12 identification.)
13 DIRECT EXAMINATION
14 BY MR. BEAL:
15 Q Mr. Wood, we met before. My name is
16 Drew Beal, and I believe you are well versed in
17 the world of depositions, so I won't give you
18 any preamble. Instead I will give you what has
19 been marked as Exhibit 1 to this deposition and
20 ask you if you have seen that before?
21 A I did receive it in advance of it, yes.
22 Q What did you do in preparation for this
23 deposition?
24 A Nothing. I prayed.
25 Q Did you have any review of documents?

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1 Q So after you left Powell Goldstein,
2 later Bryan Cave you practiced law under the
3 name L. Lin Wood, P.C., is that correct?
4 A I did, the same corporation.
5 Q And you specialized primarily in
6 defamation claims and lawsuits, is that correct?
7 A Well, I started -- not actually.
8 Q Okay.
9 A I started off my law career with a
10 focus on medical malpractice for the Plaintiff;
11 and I did some other types of Plaintiff's work.
12 In 1996 when I took on the representation of
13 Richard Jewell that kind of led to a shift in my
14 practice into the area of First Amendment
15 defamation.
16 When I joined Powell Goldstein and
17 later Bryan Cave I was actually doing very
18 little defamation. I was doing what -- the
19 first case I started off handling with Nicole it
20 was the case of I believe it was Alec Hipp
21 versus Suntrust Bank.
22 When I left Bryan Cave I did that based
23 on being engaged to represent two whistle
24 blowers in a Medicare fraud case, and that was
25 the focus at least for the first years until

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1 A No, I did not review any documents.
2 Q Did you discuss any part of this matter
3 or the claims brought by the Plaintiffs with any
4 parties or potential witnesses?
5 A I spoke briefly with Chris but I didn't
6 speak to anybody else.
7 Q With Counsel?
8 A Yes.
9 Just a brief call last week.
10 Q Mr. Wood, for years you maintained L.
11 Lin Wood, PC, is that correct?
12 A Yes.
13 Q And about how many years did you have
14 that firm? More than 20?
15 A Well, let me think.
16 So I formed L. Lin Wood, P.C. in
17 September of 1997, and I maintained it as a
18 viable PC to this day. Even though I had a
19 brief period of time where I was working as a
20 partner at Powell Goldstein, later Bryan Cave;
21 but I kept L. Lin Wood, P.C. during that time
22 period because I had some matters that predated
23 Powell Goldstein that were still in a status
24 that required me to maintain my own professional
25 corporation.

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1 2015 when it settled; and I took on another
2 Medicare fraud case against Halifax Hospital
3 during that time period.
4 So I was doing more fraud work in those
5 years, and then shifted back to areas of
6 defamation toward the last part of 19 -- 2015,
7 '16 on I then began to do more back in the area
8 of First Amendment defamation.
9 Q Most of that work that you have just
10 described, the whistle blower work and the
11 defamation work from 2015 on, was on behalf of
12 the Plaintiff, is that correct?
13 A Yes.
14 Q And it was all a contingency based fee
15 to you for the most part?
16 A On the Medicare fraud cases?
17 Q Yes, and the defamation cases?
18 A Defamation cases were generally
19 contingency fee, although I did work for Steve
20 Wynn and that was done in areas of defamation,
21 but it was hourly.
22 The whistle blower cases were
23 contingency with a recovery of attorneys' fees
24 to the prevailing party.
25 Q And at different times you brought on



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<p style="text-align: right;">Page 10</p> <p>1 various lawyers to work with you and the three 2 lawyers who are Plaintiffs in this case, Nicole 3 Wade, Johnathan Grunberg, and Taylor Wilson, 4 joined you and were on-board by 2016, is that 5 correct? 6 A By 2016 I believe that is correct. I 7 can't remember the exact time when Taylor came; 8 but yes, they came in in an office sharing 9 arrangement first as my Associates. Johnathan 10 was an Associate. Taylor was an Associate. 11 And you know this, I am sure, that 12 there is a certain I will say stigma to be 13 referred to as an Associate versus being 14 referred to as a partner, especially when you 15 are trying to get business; and I wanted them to 16 get business. 17 So we had an office sharing 18 arrangement, and then I would engage with them 19 after Johnathan and Taylor were no longer 20 Associates. I would then engage with them to 21 help me in cases on a case-by-case basis with an 22 agreement of how we would do the fee. 23 Some of that was contingency and I know 24 some of it was hourly divisions, particularly 25 with the Wynn cases.</p>	<p style="text-align: right;">Page 11</p> <p>1 Q Let us unpack what you just said. 2 If they were no longer Associate's did 3 you refer to them in the Bar and the courts and 4 the clients as your partner? 5 A I did and they were my partners. They 6 were partners in a business relationship. 7 Q And did they sign Pleadings as partners 8 of L. Lin Wood, P.C.? 9 A I don't know if they had the word 10 partners, but they certainly signed Pleadings as 11 under the name L. Lin Wood, P.C. 12 Q All right, thank you. 13 And when you would pay them a fee, a 14 portion of the fee recovered, did you pay that 15 to them individually or to one of their PC's or 16 LLC's? 17 A I did not pay them individually. So 18 the arrangement was Nicole had -- when she was 19 leaving Bryan Cave and I offered her a place to 20 work, instead of her going out and starting up 21 her own physical law firm, I thought it would be 22 helpful to her and helpful to me, because Nicole 23 is a very smart lawyer; and I envisioned that I 24 would be able to engage her to help me in 25 matters, and so all of the fees that were paid</p>
<p style="text-align: right;">Page 12</p> <p>1 to Nicole were always paid to Wade Law, I 2 believe was her firm's name, PC or LLC. 3 Q Okay. And similarly for the other two? 4 A Well, somewhat different in that, and I 5 don't know specifically if there were some 6 breakdowns, where I paid Taylor Wilson's PC 7 versus -- or Johnathan Grunberg's PC, but most 8 of the cases where I paid to Johnathan and 9 Taylor were done to Grunberg and Wilson, LLC or 10 PC; but I always paid their individual PC's 11 because they had their own separate firms. 12 Q And then those PC's oftentimes paid 13 certain shares of overhead or operating expenses 14 back to the L. Lin Wood, P.C., is that right? 15 A Yes. L. Lin Wood, P.C. would 16 receive -- we would send to Johnathan and Taylor 17 and Nicole each month a breakdown of the shared 18 overhead, and then they would pay their 19 respective 25 percent. 20 Q Okay. 21 A And there may be sometimes where there 22 was overhead that was higher for one than the 23 other, parking or something along those lines; 24 but no, it was generally done on a 25 percent 25 basis of all of the shared overhead paid by</p>	<p style="text-align: right;">Page 13</p> <p>1 their PC's. 2 Q Thank you. 3 (Whereupon, Plaintiff's Exhibit 4 Number 2 was marked for 5 identification.) 6 BY MR. BEAL: 7 Q Let me hand you what has been marked as 8 Exhibit 2 and is this an Email from you to the 9 three of them talking about a share of the 10 Ramsey case? 11 A Yes. 12 Q So that would be a typical kind of 13 discussion you would have on a larger 14 contingency fee case discussing the fee 15 allocation with the three of them and their PC's 16 or LLC's? 17 A I don't know that I would say this is 18 typical. 19 Usually when I got them involved and 20 gave them the opportunity to work with me and to 21 make money from the cases that I had -- I was 22 the -- I wouldn't say all, but it was my law 23 practice and they had the benefit of working 24 with me and being able to generate in some 25 instances a very significant income by being</p>



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1 engaged with me in a case.
 2 Usually it was much simpler I think.
 3 We just simply agreed to what the division would
 4 be, and it varied; and then I would send an
 5 Email and confirm. It was always confirmed in
 6 writing.
 7 (Whereupon, Plaintiff's **Exhibit**
 8 **Number 3** was marked for
 9 identification.)
 10 BY MR. BEAL:
 11 **Q And here is one such Email confirming**
 12 **in writing Exhibit 3 is that correct, where you**
 13 **talk about your final decisions on the fee**
 14 **sharing in Ramsey?**
 15 A Yes, it is; and you can see that I have
 16 a sense of humor; and I made clear that the
 17 executive committee, which was me, by unanimous
 18 vote of 1 to 0, which is me, my firm, was
 19 confirming the agreement that I made with them
 20 in the Ramsey case. That was the Burr Ramsey
 21 case versus CVS.
 22 I had been representing off and on Burr
 23 and John and Patsy Ramsey since 1999. So I had
 24 the benefit of literally the mass of knowledge
 25 that was underlying the Burke Ramsey versus CVS

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1 **Number 4** was marked for
 2 identification.)
 3 BY MR. BEAL:
 4 **Q Let me hand you Exhibit 4 where there**
 5 **is a similar agreement that you entered into for**
 6 **the Unsworth versus Musk case.**
 7 A Yeah, again, you can see the
 8 light-hearted in the way I dealt with it,
 9 because it was my decision, my law firm, my
 10 client; and I gave them I can't remember what
 11 the division was in the Unsworth versus Musk
 12 case, but I know that I gave them a very
 13 generous portion. Again. It was a case where
 14 they had an opportunity to be involved in trial
 15 of a high profile case in Los Angeles with a
 16 potential for a significant recovery, although
 17 as I got more and more into the case I realized
 18 I am not sure if Elon Musk was ever going to pay
 19 them anything no matter what the jury did.
 20 But I entered into that agreement with
 21 them. They worked on the case with me, and we
 22 had a division in writing.
 23 **Q Okay. And the fee disbursement**
 24 **schedule or the chart that you would present to**
 25 **the client, this is the gross recovery per the**

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1 case; but I nonetheless -- candidly for them to
 2 have the opportunity to make potentially a
 3 significant fee for themselves, I gave them I
 4 thought a very fair division of the fee in the
 5 Ramsey case, and they made a lot of money.
 6 **Q And were the fees disbursed pursuant to**
 7 **that agreement as best you can remember?**
 8 A As best I can remember, yeah, we
 9 settled it and then L. Lin Wood, P.C. disbursed
 10 to Nicole and Johnathan and Taylor, their PC's
 11 respective portions; and I think they made --
 12 don't hold me to it, but I think they each made
 13 around 800 or \$850,000. It was a generous fee
 14 for them, but I appreciated their efforts and
 15 was glad to be able to put them in good shape
 16 financially.
 17 **Q Was the Email that you sent marked**
 18 **Exhibit 3 essentially the only necessary step in**
 19 **your mind for division of fees?**
 20 A We would reach an agreement, and then
 21 it would be confirmed in writing.
 22 **Q And then you would divide them?**
 23 A Until a case came where we didn't have
 24 an agreement and it moved quickly.
 25 (Whereupon, Plaintiff's **Exhibit**

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1 **expenses, here are the attorneys' fees, it**
 2 **wouldn't necessarily discuss these percentages?**
 3 **It would discuss the percentage that L. Lin**
 4 **Wood, P.C. was taking of the total fee, is that**
 5 **correct?**
 6 A I would have to go back and look at the
 7 settlement statements, but usually they were
 8 broken down; and it showed who was receiving
 9 what.
 10 **Q Really?**
 11 A I am pretty sure I am right about that.
 12 If I had L. Lin Wood, P.C. with the percentage,
 13 there might be a breakdown as to who received
 14 what.
 15 (Whereupon, Plaintiff's **Exhibit**
 16 **Number 5** was marked for
 17 identification.)
 18 BY MR. BEAL:
 19 **Q Let me hand you what has been marked as**
 20 **Exhibit 5 does this look like the Settlement**
 21 **Statement or what I call fee disbursement**
 22 **schedule in the David Carbone case?**
 23 A Yes. This was dated February the 25th
 24 of 2020, which would have been -- well, they
 25 left -- the fee -- they left the arrangement



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<p style="text-align: right;">Page 18</p> <p>1 with L. Lin Wood, P.C. effective on 2 February 14th of 2020. So they ended that 3 arrangement on their own decision; and the 4 Carbone case was a case where there had been -- 5 it was one of those cases where I am not sure if 6 we had an agreement going in. I think it was 7 part of the efforts to resolve the case at the 8 time. 9 At the time this was done I am not sure 10 that there had been an agreement reached on the 11 Carbone fees division, but I could be wrong 12 about that. 13 Q And this Settlement Statement reflects 14 a breakout for the fees earned by L. Lin Wood, 15 P.C., and the fees earned by Wargo and French, 16 LLP and SG Evans Law? 17 A Yes. I had associated Stacey Evans, 18 who formerly had been a partner with me at Wood 19 Hernacki and Evans, the firm I established when 20 I left Bryan Cave; and that firm was made up of 21 their three PC's. It was basically the same 22 thing. It was an office sharing arrangement 23 where we would divide up cases by agreement, 24 where they would help me. 25 This refreshes my recollection a little</p>	<p style="text-align: right;">Page 19</p> <p>1 bit. The Carbone case I do not think I 2 initially envisioned getting Johnathan or Taylor 3 or Nicole involved in it. I don't think Nicole 4 ever did any work on it, because Stacey Evans 5 was going to be the person who was really 6 engaged to help me; and she was at Wargo & 7 French and I had a division of fees with her. 8 And so I broke down how the fees were 9 split. And that is why you see Wargo & French, 10 and then she had SG Evans Law had independent of 11 Wargo & French expended expense money. 12 Q And Wargo & French and SG Evans Law did 13 not maintain a practice in the same lease space 14 as L. Lin Wood, P.C., did they? 15 A No. Wargo & French never had a sharing 16 arrangement with me. Stacey had earlier had an 17 office sharing arrangement with me, but when 18 she -- she ran for Governor. 19 Q But she was long since done when this 20 was entered? 21 A She was out of the office sharing 22 arrangement with me. 23 Q Right. 24 A When she -- 25 Q And does this refresh your recollection</p>
<p style="text-align: right;">Page 20</p> <p>1 that there was no breakdown below L. Lin Wood, 2 P.C. to the PC's or LLC's of the Plaintiffs 3 here? 4 A No, it was just a breakdown between L. 5 Lin Wood, P.C. and Wargo & French, LLP; and I 6 don't believe at the time -- I am subject to 7 being refreshed, but they didn't do a lot -- 8 Johnathan got involved in it at some point and 9 did some work; but I don't think Nicole ever did 10 any work on Carbone, and I don't think Taylor 11 Wilson did. 12 Q So in the Lindsey case is it your 13 recollection that the fee disbursement schedule 14 in the Lindsey case would reflect fees going to 15 L. Lin Wood, P.C. and separately show fees going 16 to one of the Plaintiff's PC's or LLC's? 17 A You would have to show me the 18 agreement. 19 Q Okay. Is it your recollection that the 20 Ramsey fee contracts showed a distinction 21 between the fees going to L. Lin Wood, P.C. and 22 the fees going to one of the, LLC's or PC's of 23 the Plaintiffs? 24 A You said the contract, that is the 25 contract of engagement.</p>	<p style="text-align: right;">Page 21</p> <p>1 Q No, I mean the Settlement Statement? 2 A I would have to see it. I think it 3 showed how the breakdown of money. In other 4 words, my recollection is that it listed how 5 much each of them got. 6 Q Okay. 7 (Whereupon, Plaintiff's Exhibit 8 Number 6 was marked for 9 identification.) 10 BY MR. BEAL: 11 Q Let me hand you what has been marked 12 Exhibit 6 13 And we are going to be talking about 14 the first long Email from Taylor Wilson to you 15 dated February 17, 2020. 16 A Okay, we are going to be talking about 17 the first part of it? Not February 18th? 18 Q Correct. I don't know. We just left 19 it on there for context, because it was part of 20 the chain. 21 Do you remember entering into an 22 agreement with the Plaintiffs here regarding the 23 fee splits that are reflected here on Taylor's 24 Email to you of February 17, 2020? 25 A I do remember speaking with them on the</p>



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1 phone, and we reached an agreement as to how the
 2 fee -- the fees themselves would be divided. We
 3 did not reach at that time an agreement on the
 4 overall issues that were between us.
 5 **Q Okay.**
 6 A In fact, I remember it well because I
 7 had to ask --
 8 MR. BEAL: Hold on for one second.
 9 (Whereupon, an off-the-record
 10 discussion was held.)
 11 BY MR. BEAL:
 12 **Q I am handing you back Exhibit 5 We**
 13 **needed to black out a total in the recovery in**
 14 **Sandmann.**
 15 A It might be a good idea to block off
 16 Carbone and CNN on the second page, because that
 17 agreement may have been confidential at CNN's
 18 request.
 19 **Q We can do that at the end of the**
 20 **deposition.**
 21 **So this agreement by -- this Email by**
 22 **Taylor sets forth in writing the agreement you**
 23 **had reached certainly by February 17th on**
 24 **regarding fee splits in a variety of cases, is**
 25 **that correct?**

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1 Email confirming it.
 2 **Q Thank you.**
 3 **And so if you turn over to the second**
 4 **page of Exhibit 6 (b) is Carbone versus CNN, the**
 5 **proposed -- you proposed to split the fee**
 6 **40 percent to L. Lin Wood, P.C. and 60 percent**
 7 **to us.**
 8 **Did I read that correctly?**
 9 A Yes, that is what it says.
 10 **Q And the date of this is February 17th,**
 11 **is that correct?**
 12 A Yes.
 13 **Q And then if we refer back to Exhibit 5**
 14 **the date of that fee disbursement is about a**
 15 **week after? It is February 25th, is that**
 16 **correct?**
 17 A It is because, and I tell you, I think
 18 I am right I think, after I had had the
 19 conversation with Johnathan Taylor and Nicole on
 20 the 17th, things occurred that placed doubt in
 21 my mind as to whether I was going to actually do
 22 what I had said on the 17th in terms of the fee
 23 division.
 24 **Q Whether you were going to honor that**
 25 **promise?**

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1 A I think it reflects how we agreed to
 2 divide the fee, not the final agreement on how
 3 we were going to sever the relationship, because
 4 there were other issues.
 5 **Q Right.**
 6 A But it does, because I remember the
 7 phone call was on the 17th three days after they
 8 had left the office sharing agreement with
 9 myself and my PC; and I remember having a
 10 conversation. I was trying to be -- I was
 11 trying to calm the waters at that time.
 12 **Q I understand.**
 13 A We were going through a very difficult
 14 time period dealing with Johnathan and Taylor --
 15 not so much Nicole -- starting in October of
 16 2019, and there were a lot of things that were
 17 done that created problems --
 18 **Q But this Email --**
 19 A Let me finish, and I was trying to calm
 20 the waters. And I remember that I said what do
 21 you all think is fair? And they said
 22 35 percent. I said I will give you 50, is that
 23 fair? Yeah, yeah, we will take 50.
 24 And that that was a discussion that
 25 occurred on February 17th and Taylor sent an

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1 A Well, it wasn't a done deal; and issues
 2 arose about the lease, and I was not happy with
 3 them.
 4 And so at the time that I did the
 5 Carbone Settlement Statement in my mind it was
 6 unclear what was going to happen with Carbone.
 7 **Q And so you didn't list them on**
 8 **Exhibit 5 on the Carbone Settlement**
 9 **because you planned to keep all the fees**
 10 **yourself?**
 11 A That is not true.
 12 MR. HARRISON: Object to the form.
 13 BY MR. BEAL:
 14 **Q Well, you said --**
 15 THE WITNESS: Hold on, that is not
 16 true at all.
 17 BY MR. BEAL:
 18 **Q Okay.**
 19 A In fact, I got to remember the date;
 20 but somewhere after -- or shortly after or
 21 before maybe, February 20th, I engaged Alston &
 22 Byrd to represent me.
 23 **Q Did you in fact share any of the**
 24 **Carbone fees with the Plaintiffs in this case?**
 25 A It would have been done pursuant to the



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<p style="text-align: right;">Page 26</p> <p>1 March 17th agreement that was negotiated between 2 you and Alston & Byrd; and it has been handled 3 pursuant to that agreement. 4 And there was a division where they 5 would receive some of the fee. But the way it 6 was set up is it wasn't going to be paid until 7 the Sandmann case resolved. But even then as I 8 recall without looking at the agreement, it 9 wasn't going to be paid as a practical matter 10 because they owed me 200 and -- they owed 11 \$285,000 on their share of the lease. They owed 12 that directly to the landlord. 13 And so the agreement was set up so that 14 I would not pay any of the fees in the other 15 matters, except for Sandmann, except for when it 16 came in because those fees were -- 17 MR. BEAL: I don't want to be 18 rude, but I don't know what he is 19 talking about. 20 THE WITNESS: Well, I am trying to 21 tell you -- 22 MR. HARRISON: Let him finish. 23 MR. BEAL: It is a very simple 24 question. 25 THE WITNESS: I am trying to give</p>	<p style="text-align: right;">Page 27</p> <p>1 you an answer. Let me finish. I am 2 sorry. 3 So for example if I owed him 4 hypothetically \$50,000 on Carbone, even 5 though it closed, I didn't pay him the 6 50 because the agreement allowed me to 7 keep any of their fees that they had 8 agreed to pay them until they had 9 satisfied the \$285,000 that they had to 10 pay to the landlord, which I agreed to 11 let them pay to me. Then I would pay 12 to the landlord on their behalf to make 13 sure that their fees were actually 14 paid, because they owed 75 percent of 15 the lease. 16 So the amount of Carbone and how 17 that worked out, that ultimately was 18 tied more to the final agreement of 19 March 17th, than it was the preliminary 20 on the 17th of February. 21 BY MR. BEAL: 22 Q Let me ask this question, on 23 February 17th Taylor wrote this Email 24 summarizing your agreement, which included fee 25 divisions on a variety of cases, including</p>
<p style="text-align: right;">Page 28</p> <p>1 Carbone, is that correct? 2 A It is correct, to the point that we 3 agreed at that time on a fee division in certain 4 cases. 5 Q And then? 6 A But it was not put in writing after I 7 had to get Joey Burby involved. Then it was put 8 in writing. 9 Q Six days later you received the fees in 10 Carbone and -- 11 A It looks like I got them on the 25th, 12 which would have been more than six days. 13 MR. HARRISON: Eight days. 14 BY MR. BEAL: 15 Q So eight days later, but payment was 16 not made because you planned on entering into a 17 separate agreement, which would deal with other 18 issues; and these payments would not be due, is 19 that correct? 20 A I don't think that is accurate. 21 Q Okay. 22 A I mean it is ultimately accurate on 23 March 17th that the payment of that fee in 24 Carbone was not due and payable until they had 25 paid their share of the \$285,000 that they owed</p>	<p style="text-align: right;">Page 29</p> <p>1 on the lease. 2 Q So when you entered into -- 3 A Hold on a second. I believe it was 4 during the time period of the 17th prior to the 5 25th that I learned that my computer had been 6 hacked, and my Email's had been hacked; and I 7 had reason at that time to believe that 8 Johnathan and Taylor and perhaps Nicole were 9 involved in it. I still think that. 10 Q Okay. Were you -- 11 A I think it related to Dr. Phil, but we 12 will see. I thought at the time that it related 13 to Rick Miller, so there was a problem. However 14 we define it, there was a serious problem that 15 came up between the 17th and the 25th of 16 February that ultimately led me to get Joey 17 Burby and his firm Alston & Byrd involved to 18 negotiate a final deal with you. 19 Q If you had been planning on paying the 20 fee to my clients out of Carbone, would you have 21 had to have listed them on that Settlement 22 Statement? 23 A You know, I don't believe that I 24 realized at the time that I had to do that. 25 Q Okay. So you didn't think you had to</p>



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<p style="text-align: right;">Page 30</p> <p>1 do it?</p> <p>2 A I learned from Joey Burby and Chris</p> <p>3 Marquardt when the Sandmann issue came up, that</p> <p>4 when you divide a fee with an outside firm that</p> <p>5 you have to get the client consent either --</p> <p>6 preferably in the initial engagement agreement,</p> <p>7 but if not at that time I was told that you have</p> <p>8 to get it at the time of consummation of the</p> <p>9 settlement, or before the consummation, or at</p> <p>10 the consummation.</p> <p>11 I was not intimately familiar with the</p> <p>12 Georgia ethical rules on fee splits with third</p> <p>13 parties.</p> <p>14 Q And so that was not something you had</p> <p>15 been doing in your career with the Plaintiffs up</p> <p>16 to that point, is that correct?</p> <p>17 A It is correct in that I did not do it,</p> <p>18 because I thought there was an ethical</p> <p>19 obligation to do it; but I think my history</p> <p>20 showed that I generally would reflect to the</p> <p>21 clients how the fees were disbursed or the</p> <p>22 moneys were disbursed, and how the settlement</p> <p>23 proceeds were disbursed.</p> <p>24 That was a matter of disclosure that I</p> <p>25 always engaged in, but I did not know that it</p>	<p style="text-align: right;">Page 31</p> <p>1 was a requirement under the Georgia ethical</p> <p>2 rules until I was informed of that by Alston &</p> <p>3 Byrd. And that came up in discussion about</p> <p>4 the --</p> <p>5 Q And the matters --</p> <p>6 MR. BEAL: We are wasting just a</p> <p>7 ton of time. We don't have -- we don't</p> <p>8 need to be here until 8:00 o'clock at</p> <p>9 night.</p> <p>10 MR. HARRISON: I understand.</p> <p>11 MR. BEAL: I know, but I mean a</p> <p>12 lot of this hang on.</p> <p>13 THE WITNESS: Well, let me --</p> <p>14 MR. HARRISON: Hang on.</p> <p>15 MR. BEAL: The question got</p> <p>16 answered and then it got re-answered a</p> <p>17 second time, and now we are onto a</p> <p>18 whole different subject.</p> <p>19 MR. HARRISON: So two things, let</p> <p>20 him finish his answers, please.</p> <p>21 Lin, answer the question and stop.</p> <p>22 MR. BEAL: Because he can get to</p> <p>23 all this stuff --</p> <p>24 MR. HARRISON: I don't need it.</p> <p>25 MR. BEAL: I am not trying to cut</p>
<p style="text-align: right;">Page 32</p> <p>1 you off. I just want to save some</p> <p>2 time.</p> <p>3 THE WITNESS: Let me finish now.</p> <p>4 MR. HARRISON: Please don't cut</p> <p>5 him off.</p> <p>6 Lin, please just answer the</p> <p>7 question.</p> <p>8 THE WITNESS: I believe what I was</p> <p>9 saying when you jumped in was in a</p> <p>10 discussion about the fee division with</p> <p>11 Cherie Fuzzell, that is when Alston &</p> <p>12 Byrd says this applies to Sandmann too.</p> <p>13 That is when I learned about the</p> <p>14 ethical rule.</p> <p>15 So my disclosures in any of the</p> <p>16 agreements that I had, it was really a</p> <p>17 matter of transparency to tell the</p> <p>18 client how the proceeds were disbursed.</p> <p>19 I didn't do it because I thought</p> <p>20 there was an ethical rule to do it.</p> <p>21 BY MR. BEAL:</p> <p>22 Q And did Alston & Byrd tell you how --</p> <p>23 did Alston & Byrd describe to you that these</p> <p>24 ethical regulations they were talking about were</p> <p>25 different for firms inside your office, versus</p>	<p style="text-align: right;">Page 33</p> <p>1 firms outside, practicing law somewhere else?</p> <p>2 MR. HARRISON: Let me make sure</p> <p>3 before he answers.</p> <p>4 He is asking you potentially about</p> <p>5 attorney-client communications.</p> <p>6 THE WITNESS: Well, I relied on</p> <p>7 Counsel so I think he is entitled to</p> <p>8 ask it.</p> <p>9 MR. HARRISON: I think he is</p> <p>10 entitled to ask it, but I just wanted</p> <p>11 to make you aware of it.</p> <p>12 THE WITNESS: I gave Joey Burby</p> <p>13 and Chris Marquardt the entire history</p> <p>14 of the fee splits, et cetera with the</p> <p>15 three PC's. Yeah, Wade, Grunberg --</p> <p>16 however many PC's they had.</p> <p>17 I gave them the entire history. I</p> <p>18 gave them the history of the office</p> <p>19 sharing division. They were aware that</p> <p>20 these lawyers had left the fee sharing</p> <p>21 arrangement on February 14th. So when</p> <p>22 I was told that consent was required</p> <p>23 from Nicholas Sandmann pursuant to the</p> <p>24 Georgia ethical rules, and as I recall</p> <p>25 Todd McMurtry said it was required</p>



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1 pursuant to Kentucky's ethical rules, I
 2 relied on the fact that they knew the
 3 history and they knew whether or not
 4 the fee should be divided or should
 5 require client consent.
 6 And however they resolved that in
 7 terms of what you are suggesting or
 8 that they were in the office or out of
 9 the office, the fact is we know without
 10 any doubt that the fee agreement was
 11 signed, the division agreement was
 12 signed on March 17th. Over a month
 13 earlier they had terminated their lease
 14 office sharing arrangement with me. So
 15 they were a third party firm at the
 16 time the agreement was entered into in
 17 March, and for whatever their legal
 18 reasoning was, Alston & Byrd said
 19 client consent is required.
 20 BY MR. BEAL:
 21 **Q And what legal research did you do to**
 22 **confirm that that was indeed accurate?**
 23 A I didn't do any. I read the rule, and
 24 they brought it to my attention; but they were
 25 my lawyers, and I figured they had done the

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1 BY MR. BEAL:
 2 **Q When do you think they gave you that**
 3 **advice?**
 4 A I would have to go back and look. I
 5 really don't remember, and my recollection is
 6 that it was sometime after March the 17th,
 7 because it was in a discussion about a division
 8 with Cherie Fuzzell; and they said we have
 9 looked and you got to get client consent.
 10 And I asked the question, well, does
 11 that also apply to Sandmann? And they said
 12 yeah. So that is when it happened. I don't
 13 have a specific date.
 14 **Q And who was Miss Fuzzell?**
 15 A Cherie Fuzzell is Rick Miller's wife.
 16 **Q And she is associated with what law**
 17 **firm?**
 18 A I don't think she has an association
 19 with a law firm. I don't think she ever
 20 practiced law actually, but she got a law
 21 degree. She may have practiced at one time.
 22 **Q She never practiced in any capacity**
 23 **with L. Lin Wood, P.C. or in your office?**
 24 A She did not.
 25 **Q Okay.**

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1 research to come to the right --
 2 **Q Did they prepare a research memo --**
 3 MR. HARRISON: Hang on. You got
 4 to let him finish his answer. I
 5 understand that you think maybe it is
 6 not relevant; but you are continuing to
 7 talk over him. It is just not going to
 8 get anywhere.
 9 THE WITNESS: Let me just finish.
 10 So I didn't prepare any -- I do
 11 didn't do any legal research. I was
 12 paying Alston & Byrd to resolve the
 13 issue for me. And they gave me a hard
 14 statement that consent was required,
 15 and I can't remember exactly the date
 16 of when that advice was given to me;
 17 but that was their counsel. I didn't
 18 go back and second-guess it. I didn't
 19 do my own research.
 20 I was familiar with the rule when
 21 it was brought to my attention, and the
 22 issue of whether it applied based on
 23 the arrangement we had predating the
 24 March 17 or not, I relied on Alston &
 25 Byrd to tell me the answer.

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1 **Did Alston & Byrd ever indicate to you**
 2 **that there was a difference between the**
 3 **Plaintiffs here who practiced law as your**
 4 **partners in your business, versus someone who**
 5 **practiced law at a completely different firm in**
 6 **a different location? Did they ever draw that**
 7 **distinction?**
 8 A They didn't draw the distinction with
 9 me. I gave them all the information, all the
 10 factual background of the history of the
 11 relationship between the various PC's; and they
 12 came to their own conclusion on their own time
 13 that client consent in the Sandmann case was
 14 required. And I tried to get it.
 15 **Q So would it be fair to say that all of**
 16 **these cases here, Sandmann -- well, leave**
 17 **Sandmann aside -- Carbone, Lindsey, Grogan and**
 18 **Cordoba all had settlement statements that would**
 19 **have reflected the Plaintiffs and the percentage**
 20 **that they were receiving?**
 21 A Well, Cordoba I was not involved in
 22 however that was done.
 23 Grogan versus Aarons, I was not
 24 involved in how that was done, if it has been
 25 done.



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1 Lindsey, I am sure that I did prepare a
 2 client statement.
 3 And Carbone, you have got.
 4 And then we obviously know what has
 5 happened with Sandmann.
 6 **Q And would Lindsey -- I may have asked**
 7 **you this question before -- but let me go over**
 8 **it again, in Lindsey was there a separate line**
 9 **item for the Plaintiffs in the percentage their**
 10 **PC's or LLC's would receive?**
 11 A I would have to see the agreement, but
 12 I suspect it might be more in line with the
 13 Carbone Settlement Statement; but I don't know
 14 that.
 15 Because this was all in flux pending
 16 the final agreement that was reached on
 17 March 17th.
 18 **Q And so is there anything in Exhibit 6**
 19 **which indicates that these agreements are in**
 20 **flux or will be changed, or are pending a final**
 21 **agreement? Any reference to that?**
 22 A Taylor didn't put anything in there,
 23 but we had other agreements -- we had other
 24 issues that had to be resolved.
 25 **Q And then under number 2 he says: We**

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1 agreement was going to work.
 2 I sensed that it was a setup, and that
 3 they weren't going to be at the meeting; so I
 4 didn't go. Because I sensed they were going to
 5 try to leave and stick me with the lease. I
 6 thought the lease was in L. Lin Wood, P.C.'s
 7 name, and I had the keys removed, the card's
 8 access removed.
 9 And then I found out that they had a
 10 meeting I think at Nicole's house where they
 11 were going to read me the riot act, and they
 12 changed the time to 2:30 and Johnathan got on
 13 the phone and just ripped me for 20 minutes; and
 14 I finally said, can I say something, Jonathan?
 15 Hold on. This is important and I am going
 16 answer it --
 17 BY MR. BEAL:
 18 **Q Is this going to tie back to Kimmy?**
 19 A It is. So I finally said to Jonathan
 20 can I get a word in? He said you got five
 21 minutes. I said I don't need five minutes. You
 22 got until 5:00 o'clock to get in the office and
 23 get your stuff out. I am told that when they
 24 all went to the meeting, and Kimmy went with
 25 him, she was my executive assistant, she never

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1 **agreed to speak to Kimmy and use our best**
 2 **efforts to influence her as to the benefits of**
 3 **returning to work with you, including without**
 4 **limitation by describing to her how much we**
 5 **appreciate your willingness to work with us and**
 6 **how well we were able to work with you on**
 7 **resolving the issues tonight, et cetera.**
 8 **And is this Kimmy Hart Bennett?**
 9 A Yes.
 10 **Q And why was it so important to you that**
 11 **the Plaintiffs go and talk to Kimmy and persuade**
 12 **her to come to work for you?**
 13 A Because they had put her job at risk
 14 and to get her terminated. On February 14th I
 15 believe that was the day that we were supposed
 16 to meet in the offices of L. Lin Wood, P.C.
 17 **Q Okay --**
 18 A Hold on. We had come to an agreement
 19 to continue to work in an office sharing
 20 arrangement under the name of Wood Wilson
 21 Grunberg and Wade; and we were going to be
 22 meeting on February 14th after some very, very
 23 difficult days starting in October until that
 24 time period, to try to sit down and go over how
 25 we are going to agree on how that office sharing

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1 worked for any of their PC's, she was paid
 2 strictly by me. She worked for me, although
 3 they benefited because she was at my request
 4 keeping up with the overhead and paying it, and
 5 then getting their share paid.
 6 They took Kimmy to that meeting, and
 7 Johnathan I am told looked over and say you know
 8 you are going to lose your job now. And Kimmy
 9 said yes. And that would have hurt me badly,
 10 because I had to have Kimmy to be able to
 11 maintain my law practice at that time.
 12 And so when we had this discussion on
 13 the 20th, I raised with them that I would like
 14 for them to tell Kimmy, to urge her to stay.
 15 **Q Okay.**
 16 A And they were willing to do it then,
 17 because I guess they saw the benefit to them by
 18 making sure that I could still function with my
 19 own self and have an executive assistant that
 20 was skilled and knowledgeable.
 21 **Q So Kimmy ultimately did stay with you,**
 22 **is that right?**
 23 A She did. In fact I learned that Taylor
 24 had called her and said you ought to stay --
 25 **Q Just yes or no, I mean?**



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1 A I am answering. I have the right to
 2 answer fully. I learned that Taylor had called
 3 her and said you ought to stay with Lin. They
 4 were trying to make peace at that time because I
 5 guess they thought they were going to get what
 6 they wanted out of these other cases.
 7 So she did ultimately stay with me.
 8 She still works for me.
 9 **Q Does she live with you up here?**
 10 A No, she lives with her husband outside
 11 of Atlanta.
 12 **Q But it was very important for you to**
 13 **get Kimmy and this salary was what you offered**
 14 **her was 120,000 a year, is that correct?**
 15 A I believe that is correct. I was
 16 paying her 100 or 120 at that time. Kimmy is a
 17 very valuable person in terms of her skill and
 18 her knowledge. She runs my law practice. Since
 19 I have lost my law practice due to this lawsuit
 20 and the State Bar, she runs my other efforts to
 21 try to find a way to make a living. So she is a
 22 very critical employee. She was then. She is
 23 now.
 24 **Q And she works out of Atlanta and you**
 25 **live up here in South Carolina most of the time,**

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1 left the corporation viable, although it is not
 2 a viable entity any more financially; and I
 3 don't have any cases that I am working on,
 4 except my efforts to combat as Co-Counsel the
 5 warfare that has been waged against me,
 6 including this lawsuit.
 7 **Q And when we look at the lawsuits listed**
 8 **on Exhibit 6 Sandmann, Carbone, Lindsey,**
 9 **Grogan -- let us leave Cordoba out for now -- in**
 10 **each one there is an estimated fee recovery, and**
 11 **is that because the majority of the work had**
 12 **already been performed on those files?**
 13 A No. No.
 14 Cordoba was as I recall the case that
 15 Taylor Wilson brought in --
 16 **Q I don't want to talk about Cordoba**
 17 **right now. I am asking A through E?**
 18 A You asked me about D and E.
 19 **Q No, I am asking you A through D.**
 20 **Sandmann --**
 21 A Grogan -- I don't know -- no, I don't
 22 believe Grogan had all the work done on it at
 23 all. I thought it was relatively a new case.
 24 **Q But we know that Carbone was done**
 25 **because the payment came eight days later.**

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1 **is that correct?**
 2 A My residence was moved to South
 3 Carolina in February of 2021. I still have a
 4 home in Atlanta on Green View and I have to -- I
 5 am trying to maintain it, because when I go down
 6 to deal with this litigation and the State Bar,
 7 I don't want to go down and stay in a hotel
 8 because I take my dog with me.
 9 So the answer is Kimmy works remotely,
 10 and then I will see her in person when I go to
 11 Atlanta; and then she has made a couple of trips
 12 to South Carolina. Tat is right after when I
 13 first bought the property here.
 14 **Q And you have invested with Kimmy's**
 15 **husband in another business, is that correct?**
 16 A No.
 17 **Q No?**
 18 A No, I have no investments with Paul.
 19 **Q Okay. So for the most part your PC is**
 20 **located in Atlanta, Georgia; but your permanent**
 21 **residence and where you spend the majority of**
 22 **your time is here in South Carolina, is that**
 23 **correct?**
 24 A I spend the majority of my time here.
 25 The PC still has an address in Atlanta. I have

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1 A I would have to look and see when
 2 Carbone actually was done.
 3 I remember being at Reynolds when I
 4 spoke with David and also David Vigilante; so I
 5 don't remember the exact date that it was done.
 6 It may have been --
 7 **Q But all of the work was substantially**
 8 **performed, because you had a check eight days**
 9 **later, right?**
 10 A Well, I don't -- the work is not done
 11 on a contingency fee case until you get a
 12 settlement.
 13 And so I was still negotiating with
 14 David Vigilante and the Carbone's. They were
 15 tough clients, and they had a certain view of
 16 the case and I had a different view. And so I
 17 had to spend time with them and spend time with
 18 David Vigilante to get it settled. I don't know
 19 when those conversations occurred.
 20 **Q But it was most of the actual legal**
 21 **work had already been performed, and there was**
 22 **an estimated fee so --**
 23 A Yeah.
 24 **Q So there must have been a tentative**
 25 **agreement as to even settlement amount at that**



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1 point?

2 A I think that is accurate.

3 **Q Okay. And then the same is true of**

4 **Sandmann, all the heavy lifting, the legal work**

5 **must have been done because we have got a fee**

6 **share estimate, which is remarkably accurate;**

7 **and it is down to the dollar. So that amount,**

8 **the majority of the work had been done on**

9 **Sandmann, and you were finalizing the settlement**

10 **documents at that time in February 17th, right?**

11 A What is the question? There is a lot

12 said there.

13 **Q Is that correct that the majority of**

14 **the legal work had been completed in Sandmann**

15 **and a settlement amount had been agreed to?**

16 A No. What would be accurate is is that

17 work had been done -- Sandmann was involved in I

18 believe seven different cases. So a lot of the

19 work that was done would have been for the

20 benefit of all of those cases.

21 There was concentration on CNN and then

22 the Washington Post. So enough work had been

23 done on the CNN case that the parties settled

24 it.

25 At the time that it settled there was

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1 consummated.

2 **Q Correct.**

3 A I don't know if it had been documented,

4 because Todd McMurry handled that part of the

5 case. It had been envisioned at one point that

6 I was going to ask Taylor to work with Todd on

7 it and I don't think that worked out. Either I

8 just changed my mind or things got to a point

9 where it didn't matter because we got it

10 settled.

11 **Q A minute ago you said these people were**

12 **extorting me.**

13 **Do you believe that there was in fact**

14 **extortion committed by the Plaintiffs?**

15 A I believe they extorted me into the

16 agreement of March 17th, because they were

17 interfering with my relationship with my

18 children. That is documented. You don't do

19 that to me.

20 They were threatening me with their

21 accusations, false about my mental health. They

22 were threatening my efforts for Richard Jewell

23 to have President Trump award him posthumously

24 the Presidential Medal of Freedom.

25 And their baseless allegations also

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1 no agreement on a fee division with any other

2 lawyers in how we would deal with the fees.

3 **Q All right.**

4 A Until we had the discussion and I

5 entered into what I felt was -- I felt like --

6 hold on -- these people were extorting me. But

7 I entered into an agreement to get them in my

8 rear-view mirror and then that blew up.

9 But then I went back and said look, I

10 just want to move on with my life. I had this

11 disruption with my children and Richard Jewell

12 and the threats that it posed to my ongoing

13 representation of Sandmann, and that is when

14 Joey and them got the matter settled. I thought

15 we were in the rear-view mirror and would have

16 an amicable relationship going forward. That

17 was my intent.

18 **Q So when we are talking with Sandmann**

19 **here on Exhibit 6 we are talking about Sandmann**

20 **versus CNN?**

21 A On Exhibit 6 we are talking about

22 Sandmann versus CNN.

23 **Q Yes, and the settlement agreement had**

24 **been reached?**

25 A Yes, it had to have been. It wasn't

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1 threatened what I was doing in an ongoing effort

2 for Nicholas Sandmann and they knew it.

3 And I think they used that leverage and

4 it worked. I gave in, but I felt extorted.

5 Then I believe clearly without any doubt in my

6 mind it is my opinion they extorted me or tried

7 to extort me with respect to the demand that you

8 made when you sent over that incredibly

9 scandalous, irrelevant, impertinent Complaint

10 that they were determined to file, so they could

11 smear my name and they did it.

12 They knew I would never agree to the

13 extortion terms that were presented to me when

14 you sent that over to Joey Burby. They wanted

15 to smear me. I think that why they involved

16 David Hancock.

17 **Q So it is your belief that the first act**

18 **of criminal extortion or the crime of extortion**

19 **occurred by the Plaintiffs in the March 17th**

20 **agreement, Settlement Agreement, is that**

21 **correct?**

22 MR. HARRISON: Objection to the

23 form.

24 You can answer.

25 THE WITNESS: I believe that they



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<p style="text-align: right;">Page 50</p> <p>1 extorted me into the March 17th 2 agreement and I gave into it. 3 BY MR. BEAL: 4 Q And then -- 5 A Let me finish. 6 Q I want you to list them all out for me. 7 A I am trying to. 8 Q Good. 9 A I believe they extorted me in 10 connection with the March 17th agreement, and I 11 gave into it. 12 If I had not given into it they would 13 have had to sue me for quantum meruit, and it is 14 a lot less than what I had agreed to pay. 15 And then I believe that they attempted 16 to extort me, and you were involved in it, Drew, 17 with the obscene Complaint that was filed, where 18 the only issue to be resolved was whether or not 19 client consent was required in the Sandmann 20 case. 21 So I believe that was extortion. I 22 don't know that I -- you would have to show me 23 what I said, but extortion is extortion. If it 24 is a crime, it is a crime. Theirs was knowing, 25 and it was my firm opinion and validated by</p>	<p style="text-align: right;">Page 51</p> <p>1 Alston & Byrd, because they prepared with me the 2 press release that was issued after the lawsuit 3 was filed; and they assisted me in editing it, 4 and it contained the fact that I said that they 5 were trying to extort me through litigation. I 6 wasn't going to get extorted. 7 So the first accusation or description 8 or my opinion I would say about extortion was in 9 the press release that I issued back in 10 September of 2020. They didn't say anything 11 about it. 12 And then they filed their lawsuit and 13 published to the world that I had said to Dexter 14 Cain that they were extorting. That I had said 15 to one of the Co-Counsel in the class action 16 case that they were extorting me. They put that 17 out for the world to read. They published it 18 themselves. I didn't. But that is the way I 19 felt, because I think I am right. I think my 20 opinion is solid. 21 Q To whom -- to what Law Enforcement 22 agencies did you report this extortion or 23 attempted extortion? 24 A I didn't -- I didn't -- I didn't have 25 the opinion it was extortion to have these</p>
<p style="text-align: right;">Page 52</p> <p>1 people put in jail for it. But I described what 2 they had done, because I believed then, I 3 believe now that it was extortion; but I wasn't 4 here to put anybody in jail. 5 Q But you believe it was the crime of 6 extortion, but you did not want to put them in 7 jail for it? 8 A I believed that they extorted me and I 9 made finally a decision in I believe May of 2021 10 when I was then representing myself in this 11 case, when I had joined as Co-Counsel when Burby 12 had left, I felt like as a lawyer when I was 13 getting blasted up there in South Carolina, in 14 large part based on their lawsuit, that I had 15 not only a right, but under the law I had a duty 16 as my own lawyer to defend myself in the Court 17 of public opinion and that is when I posted on 18 Telegram. And that is when I described what 19 they had done as extortion. That is my opinion. 20 It was then. It is now and it hasn't changed. 21 Q Did you believe that you had a duty to 22 report the crime of extortion to any Bar 23 Association? 24 A Well, it was on Telegram; and I think I 25 made some reference to it. The Bar had</p>	<p style="text-align: right;">Page 53</p> <p>1 apparently changed their policies sometime in 2 2020 where you could file a Complaint against 3 any lawyer even if he never represented you or 4 she never represented you. It changed 5 completely in the rules, where usually a 6 Complaint ethically had to be filed by a client. 7 And so having been subjected to an 8 ethics investigation by people I didn't even 9 know who they were, I figured the Bar wants to 10 hear from the people. 11 And I think I put on Telegram -- I 12 don't have it with me -- but I recall putting on 13 Telegram if you feel this is extortion, you can 14 always report it to the Georgia Bar; and I think 15 I did report them to the Georgia Bar. 16 (Whereupon, Plaintiff's Exhibit 17 Number 7 was marked for 18 identification.) 19 BY MR. BEAL: 20 Q Let me hand you this. 21 A But I didn't contact Law Enforcement, 22 just like I note they didn't contact Law 23 Enforcement despite having what they claim was 24 serious threats of bodily harm they claim were 25 made by people who followed me on Telegram.</p>



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1 That is not true.
 2 **Q I am handing you what has been marked**
 3 **as Exhibit 7 and ask you if this is an Email**
 4 **that you wrote to Todd McMurtry on February 27th**
 5 **of 2020?**
 6 A Let me take a look at it.
 7 **Q Yeah, it is kind of long. It will take**
 8 **a second.**
 9 A It looks like it will be all right.
 10 He called you a flaming liberal. I
 11 think that is right.
 12 **Q No, Ed was the flaming liberal?**
 13 A I am just kidding, Ed was the flaming
 14 liberal. I am sorry. Oh yes, it says Ed is a
 15 flaming liberal. I like Ed. I think he is a
 16 flaming liberal. But that is all right. He
 17 thinks I am a flaming conservative.
 18 Okay, that is an Email I sent to Todd.
 19 **Q The Plaintiffs are not copied on this**
 20 **separately?**
 21 A Nor would there be a reason to copy
 22 them.
 23 **Q So in the first paragraph you talk**
 24 **about a dispute you had with my then law partner**
 25 **Ed Buckley regarding claims from his client**

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1 **letter from you to Beal and a letter signed by**
 2 **Ted and Julie to you or Beal, making clear that**
 3 **there is express directive that no fees be paid**
 4 **to Taylor, Johnathan and Nicole that exceed a**
 5 **quantum meruit basis regardless of any agreement**
 6 **I made or attempted to make to get rid of their**
 7 **foolishness to prevent it from harming my future**
 8 **efforts for Nicholas and others.**
 9 **Did I read that correctly?**
 10 A You did.
 11 **Q Would it be fair to say that you are**
 12 **asking Todd to go to Mr. and Mrs. Sandmann and**
 13 **instruct them to insist on a quantum meruit fee**
 14 **for the Plaintiffs in this case?**
 15 A I said what I said.
 16 **Q All right.**
 17 A But let me say this, you had made some
 18 demand on Todd that he maintain the Sandmann fee
 19 in his escrow account, in terms of the share
 20 that Nicole and Johnathan and Taylor were trying
 21 to get. And I remember that he said -- I called
 22 him on it -- and he said I can't do that under
 23 Kentucky law, and I will inform them. And then
 24 he said would you want to see the draft of the
 25 letter before I send it to them. And I said no,

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1 **against Herman Cain, is that correct?**
 2 A I didn't have a dispute with it.
 3 **Q Okay.**
 4 A I represented Herman Cain. Ed
 5 represented Ginger White and Ed started making a
 6 media tour with Ginger White to attack Herman
 7 Cain.
 8 That is my dealings with Ed Buckley.
 9 **Q All right.**
 10 **Did you accuse him of extortion?**
 11 MR. HARRISON: Object to the form.
 12 THE WITNESS: He wasn't extorting
 13 me. I didn't make any accusations
 14 against Ed Buckley. I was only
 15 involved, and it was peripheral. I
 16 think we talked on the phone a few
 17 times, because he was on a media tour
 18 with Ginger White attacking Herman Cain
 19 who I represented.
 20 BY MR. BEAL:
 21 **Q In the next paragraph you say and I**
 22 **will just read it and tell me if I read it**
 23 **correctly and we can break it down: I can**
 24 **explain more to you tomorrow by phone, but I**
 25 **would like to ask you to consider preparing a**

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1 you write whatever you want to write.
 2 And in that letter I noted when it was
 3 received that the last paragraph of that letter
 4 said that the Sandmann parents were only going
 5 to agree to a quantum meruit recovery. I didn't
 6 know he was going to put that in the letter. So
 7 you knew and they knew that that was the
 8 Sandmann position, not Lin Wood's.
 9 Although when this blew up I wanted to
 10 make it clear to them so there was no
 11 misunderstanding that that was their position,
 12 and then in an effort to put this behind I
 13 changed my mind and I said let us just get it
 14 done and I got Joey and Chris to negotiate an
 15 agreement with you.
 16 **Q Okay.**
 17 A And I wanted to go forward. I wanted
 18 these people to prosper. That is why I sent
 19 them business, offered them a line of credit;
 20 and this idea that I was trying to destroy them
 21 is --
 22 MR. BEAL: I will have to object.
 23 THE WITNESS: It is a brutal,
 24 vicious, intentional lie.
 25 BY MR. BEAL:



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1 **Q Okay. In Exhibit 7 you wrote this on**
 2 **February 22, 2020, is that correct?**
 3 A 2:40 a.m., yes. It looks like I wrote
 4 it that morning.
 5 **Q So that is five days after you entered**
 6 **into the February 17th agreement with Taylor**
 7 **about fee splits, is that correct?**
 8 A It was after I had -- we had come to --
 9 extorted agreement -- you didn't hear what I
 10 said, so let me make sure you understand.
 11 **Q You are under cross-examination, so I**
 12 **need a --**
 13 A I am going to answer it. If I am not
 14 allowed to --
 15 **Q Yes or no and then you can explain**
 16 **whatever you would like to. This Email was**
 17 **written five days?**
 18 A That is clearly yes, you can do the
 19 math.
 20 **Q Okay, good.**
 21 A The answer is yes, but go back and
 22 understand I was extorted when I gave them that
 23 agreement on the 17th.
 24 And I was kind of playing with them.
 25 When I said well, tell me what you think is

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1 fair. 35 percent, the same thing we got with
 2 Ramsey. I said I will tell you what, I will
 3 give you 50 percent, do you think that is fair?
 4 I was not actually of the mind to give
 5 them a dime at that time. I was playing with
 6 them a little bit to see what they would do.
 7 And they went oh, yeah, yeah, we will take the
 8 50 because they are greedy.
 9 And then when I got back and dealt with
 10 Joey Burby and Chris Marquardt, I said just go
 11 ahead and let us divide it the way I said on
 12 February 17th, because I did say it even though
 13 it was not done with the mind set that they
 14 deserved it and I wanted to give it to them, I
 15 would live up to my word and give them
 16 50 percent; and that is what got into the final
 17 agreement.
 18 **Q Okay. And so when you entered into the**
 19 **agreement with Taylor on February 17th you were,**
 20 **to use your words, sort of playing with them.**
 21 **You didn't plan on giving those percentages.**
 22 **You were thinking more in line of what you said**
 23 **here five days later to Todd McMurtry on**
 24 **February 22nd, Exhibit 7?**
 25 A No.

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1 MR. HARRISON: Object to the form.
 2 Misstates --
 3 THE WITNESS: No, you just made
 4 that up.
 5 BY MR. BEAL:
 6 **Q Okay. When you said you were playing**
 7 **with them, you didn't want to give them**
 8 **anything?**
 9 MR. HARRISON: The same objection.
 10 THE WITNESS: I was not -- the
 11 record that I have with these lawyers I
 12 was abundantly and generously fair
 13 above and beyond with them. I was good
 14 as gold to every one of them.
 15 We didn't have an agreement on
 16 Sandmann like we had in other cases;
 17 and by the time it came time to make an
 18 agreement they had left the -- they had
 19 gone over into yah yah land in terms of
 20 what they were doing with me.
 21 When I said I am playing with
 22 them, let me tell you what I meant, I
 23 wanted to find out whether I was right
 24 and if these people were really dealing
 25 in good faith with me. So when I had

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1 that phone call with Taylor and then I
 2 said how about what do you want in
 3 Sandmann? 35 percent. The same thing
 4 we had with Ramsey, which was way
 5 generous. I said I will give you
 6 50 percent. So I was actually more
 7 serious about confirming what these
 8 people were up to, and that is why we
 9 had to come back in March and make the
 10 final agreement.
 11 BY MR. BEAL:
 12 **Q Okay.**
 13 A I wasn't playing with them to play with
 14 them. None of this was fun t me. What they
 15 were saying about my mental health to my
 16 children and others, that was not fun for me.
 17 But they admitted that was a lie when they got
 18 the Settlement Agreement in March 17th and
 19 admitted that I was mentally competent at all
 20 times and had been for a long time.
 21 BY MR. BEAL:
 22 **Q Let's look at page 2 of Exhibit 7.**
 23 A Okay.
 24 **Q And if you start in the second line,**
 25 **the middle of the sentence it says: I would**



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62-65

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1 like for you to consider doing for me and what I
 2 would like for Ted and Julie to consider doing
 3 for me, which I believe will bring this
 4 foolishness to an abrupt and unhappy ending for
 5 Taylor, Johnathan, and Nicole, if they realize
 6 they are not going to receive a sum certain for
 7 the CNN case. They will have NO ability to
 8 finance their frivolous claims regarding the
 9 fees in CNN and the remaining office lease
 10 liability. The worst-case scenario would be
 11 that I would be authorized by the client to hold
 12 my PC's portion of the CNN fee in my escrow
 13 account pending final resolution of the disputes
 14 between me and WGW. That alone will cut off
 15 their ability to finance and publicize their BS
 16 claims against me.
 17 MR. HARRISON: What is the
 18 question?
 19 BY MR. BEAL:
 20 Q So did I read that correctly?
 21 A (Nods) I didn't follow it, but I don't
 22 believe you intentionally misread it.
 23 Q Okay.
 24 Did that accurately summarize your
 25 feelings and intentions at the time you read it?

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1 Q Let me unpack something that you have
 2 just said.
 3 You believe that the three Plaintiffs
 4 owed you a fiduciary duty, is that correct, at
 5 that time in February of 2020?
 6 A I thought they owed me a fiduciary
 7 duty, as I owed them in terms of being partners
 8 an office sharing arrangement. We were in
 9 business together.
 10 Q Partners in a business?
 11 A Partners in an office sharing
 12 arrangement.
 13 Q But that office sharing arrangement was
 14 for the conducting of the business, is that
 15 right?
 16 A It was an office sharing arrangement
 17 where they were able to practice law up there,
 18 and I was able to practice law up there, and it
 19 made it affordable for them and me to have it
 20 done under an office sharing arrangement;
 21 because I did not then and had never had any
 22 type of a law partner with L. Lin Wood, P.C. It
 23 has always been exclusively my partnership and
 24 my PC.
 25 Q But you characterized them as partners

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1 A It is incomplete. If you look at what
 2 I am trying to do, I realized that the plan they
 3 had was to leave on February the 14th. They
 4 already had made that plan at a time when they
 5 had a fiduciary duty to me as part of the office
 6 sharing agreement, and in violation of that they
 7 were out plotting against me to move out of the
 8 office, to go somewhere else, and stick me with
 9 the entire amount of the lease.
 10 Q All right.
 11 A And I was trying to tell Todd, and I
 12 would have to look back at the letter that he
 13 sent them where he makes some reference to the
 14 Sandmann's not -- it was before -- I am sure it
 15 was before this because I was surprised when I
 16 saw it.
 17 I was essentially saying make it clear
 18 to these people that is all they are going to
 19 get, and maybe that will bring them to the
 20 reality that they need to stop the foolishness,
 21 stop the accusations, stop the threats, and not
 22 be able to follow up with their plan, which was
 23 going to be to leave me stuck with the full
 24 amount of the office lease. That is my better
 25 description of what I was saying.

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1 in an office sharing arrangement that owed a
 2 fiduciary duty to you, and you perhaps owed one
 3 to them, is that correct?
 4 A Anybody that is in an agreement --
 5 Q Yes or no?
 6 A Well, you said perhaps. A fiduciary
 7 duty is a fiduciary duty. So everybody in the
 8 agreement as it related to the lease owed each
 9 other a fiduciary duty of good faith and honest
 10 dealings, and not to be doing things behind the
 11 back of another partner as it relates to the
 12 lease.
 13 Q So would it be fair to say in this
 14 February 22nd letter, Exhibit 7 -- excuse me,
 15 Email, you were urging Todd to go to Mr. and
 16 Mrs. Sandmann to persuade them to insist on a
 17 quantum meruit fee only for the Plaintiffs?
 18 MR. HARRISON: Object to the form.
 19 BY MR. BEAL:
 20 Q Is that correct?
 21 A No. They had already said they were
 22 going to pay quantum meruit. I was saying make
 23 it clear and maybe that will help bring these
 24 people to their senses and we can get this all
 25 resolved and the nonsense and foolishness on



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1 their part will stop.

2 **Q So when you said: And what I would**
 3 **like for Ted and Julie to consider doing for**
 4 **me -- what you really meant is to formalize an**
 5 **agreement they had already said before?**

6 A No.

7 **Q I mean doesn't this indicate that you**
 8 **are asking Todd to bring this subject up to Ted**
 9 **and Julie?**

10 A To consider it, yeah. It says what it
 11 says, but there was no agreement before. They
 12 had made their statement about their position
 13 clear to you in Todd's letter that I had nothing
 14 to do with.

15 **Q And the reason as you say here, one of**
 16 **the main reasons you wanted them to only get**
 17 **quantum meruit, so they would not have funds to**
 18 **fuel litigation against you?**

19 A No, that is not what I said at all. I
 20 wanted their foolishness to stop, and I felt
 21 like knowing what they were doing that if it
 22 became abundantly clear to them that that is all
 23 they are going to get, then they would stop
 24 their foolishness and we could get this thing
 25 resolved and move on.

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1 **Q All right.**

2 A And I wanted it to stop because it was
 3 hurting my relationship with my children. It
 4 was threatening my efforts for Richard. It was
 5 threatening my potential efforts going forward
 6 for Nicholas Sandmann.

7 And so having seen they are only going
 8 to pay quantum meruit, I said make it clear to
 9 them and I thought that might bring them to
 10 their senses; and also prevent them from
 11 thinking they were going to stick me with
 12 \$285,000 of their lease, their liability on the
 13 lease.

14 **Q So when you say cut off their ability**
 15 **to finance and publicize their claims against**
 16 **you, that was only one of the desires you had,**
 17 **and the others were to have them stop**
 18 **interfering or having some relationship with**
 19 **your children and making statements about your**
 20 **mental health, is that right?**

21 A No, those are your words. I told you
 22 my words.

23 **Q All right --**

24 A Hold on a second. I documented that I
 25 was right when I saw the text messages between

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1 **Q When you say their foolishness, would**
 2 **that be what you are describing here on**
 3 **paragraph 2 on page 2 of Exhibit 7. That alone**
 4 **would cut off their ability to finance and**
 5 **publicize their BS claims against me.**

6 A No. That was a part of it.

7 The foolishness that I was being faced
 8 with were their efforts in dealing with my
 9 children claiming that I needed to agree to
 10 undergo regular mental healthcare treatment.
 11 They were interfering with my relationship with
 12 my children and their discussions, whether they
 13 were by text or Email or by phone were subject
 14 to being discovered by the media, there is no
 15 privacy. And that threatened my efforts with
 16 respect to the ongoing representation of
 17 Nicholas Sandmann. It threatened my efforts,
 18 which they were well aware of that I had been
 19 making to try to have President Trump to give
 20 Richard Jewell the Presidential Medal of
 21 freedom. I am not sure when he asked me to meet
 22 with him, but I met with him on March 11th, so
 23 it may have been that I already had the meeting
 24 date at the time when I was writing this.

25 I wanted this to stop.

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1 my son Matt and Taylor Wilson with respect to
 2 Dr. Phil McGraw. I know what happened with
 3 Dr. Phil McGraw. I know how the jury got
 4 rigged, and I know who was involved in it.

5 **Q So how would a lack of money prevent**
 6 **the Plaintiffs from talking to your children?**

7 A That we come to an agreement. If they
 8 realized they weren't going to have their big
 9 payday, which they did not earn. I bet their
 10 quantum meruit effort in the case was probably
 11 not 150,000. If they were not going to get the
 12 847 or whatever the deal was where they could
 13 pay what they owed on the lease, and then have a
 14 bonanza from the fee they didn't earn based on
 15 quantum meruit. I thought it was something that
 16 would make them realize the foolishness of their
 17 ways.

18 **Q And that would make them not contact**
 19 **your children or question your mental health?**

20 A Listen, I cannot -- my mental health
 21 was fine then, and they knew it; and that is why
 22 they admitted it in March.

23 I couldn't stop somebody from
 24 contacting my children, but let me say this to
 25 you, Drew, I am a nice guy. I am not an angry



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70-73

<p style="text-align: right;">Page 70</p> <p>1 man; but if you mess with my children and my 2 relationship I am hot blooded. 3 If you mess with Richard Jewell, I am 4 hot blooded, just like I am if you mess with my 5 puppies I am hot blooded. 6 These people were engaged in subverting 7 my relationship with my children. Read the 8 bible -- 9 MR. BEAL: Real quickly -- 10 THE WITNESS: Wait a minute. This 11 was the threat they were making. God's 12 commandment, honor thy father and thy 13 mother is the only commandment that 14 comes with a promise. Honor thy father 15 and thy mother so that thy days can be 16 long on this earth. 17 BY MR. BEAL: 18 Q All right -- 19 A God could take them out for not 20 honoring their mother and father. If you know 21 God and you read the bible. They were not only 22 threatening my relationship with my children, 23 but other God's commandment they were putting my 24 children at risk; so I was not happy with them. 25 I am not happy with them now for doing it; but I</p>	<p style="text-align: right;">Page 71</p> <p>1 forgive them. I love them. I want to move on 2 from all the nonsense with them even today. 3 Q So while we are talking about the 4 commandments this also would have allowed you to 5 pocket their \$843,000 too? 6 A It wasn't theirs until there was an 7 agreement. 8 MR. HARRISON: Object to the form. 9 BY MR. BEAL: 10 Q So you would get all the money? 11 A If we had not -- if I had not made the 12 deal in March -- if I had not made the deal in 13 March, they would have had to sue me for quantum 14 meruit, me, seeking their recovery because there 15 was no written division. 16 So they would have had to sue me for 17 quantum meruit. My guess is is at best they 18 could have maybe come up with \$150,000 in time; 19 and then they would have gotten the \$150,000. 20 Q So in this second paragraph you talk 21 about that the money might be put in an escrow 22 account pending final resolution of the disputes 23 between you and WGW. 24 That never happened, did it? 25 A It didn't happen because that is not</p>
<p style="text-align: right;">Page 72</p> <p>1 what happened. 2 Q Because you took it all? 3 A I certainly -- I didn't -- I certainly 4 was thinking that that might be a way to satisfy 5 getting it resolved if it was done where I said 6 I am going to leave your share in escrow. 7 Q Did Jesus tell you to take all the 8 money? 9 A That is blasphemy. 10 MR. HARRISON: All right. We are 11 taking a break. 12 THE WITNESS: That is blasphemy. 13 You need to get into the bible my 14 friend, or you are going to spend a 15 long time in hell and eternity. How 16 dare you make that comment about our 17 Lord and our Savior. 18 MR. HARRISON: Lin, let's take a 19 break. 20 THE WITNESS: Shame on you. I 21 rebuke you. 22 MR. HARRISON: So just for the 23 record. You are smirking and smiling 24 there. You did it intentionally to 25 inflame him. We are not going to sit</p>	<p style="text-align: right;">Page 73</p> <p>1 here all day and let you do that. 2 MR. BEAL: Lin -- 3 MR. HARRISON: No, no, stay on the 4 record. This is not going to happen if 5 you keep doing that, Drew. 6 BY MR. BEAL: 7 Q When we talk about intentional -- 8 MR. HARRISON: We are not off the 9 video. 10 It is not going to happen. 11 Come here, let me talk to you. 12 (Whereupon, an off-the-record 13 discussion was held.) 14 BY MR. BEAL: 15 Q Mr. Wood, when did you hire Alston & 16 Byrd? 17 A I don't have the exact date, but it is 18 documented. 19 Q Would the date March 3rd refresh your 20 recollection? 21 MR. HARRISON: 2020? 22 MR. BEAL: Yes. 23 THE WITNESS: Yes, that is 24 consistent, but I don't have the exact 25 date.</p>



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1 Yes, it is 2020. They got
2 involved and you knew when they got
3 involved because they dealt with you.
4 I did not.
5 BY MR. BEAL:
6 **Q Right, so would it be within a day or**
7 **so of having them reach to me saying that we**
8 **have just been retained to represent Lin Wood?**
9 A I didn't keep up with when they reached
10 out to you, but when they reached out you they
11 had been retained by me.
12 **Q Right, and that was on --**
13 A To try to bring the matter to an
14 agreement.
15 **Q And that was on March 4th?**
16 MR. HARRISON: What was on
17 March 4th?
18 MR. BEAL: When they reached out
19 to me. So I am trying to refresh his
20 recollection.
21 THE WITNESS: It is what it is.
22 It is documented when I hired them.
23 You know when they reached out to you.
24 You know that they dealt with you. You
25 all negotiated the agreement, but ended

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1 **Q And would it be fair to say that you**
2 **entered into the Settlement Statement on the**
3 **Lindsey case before hiring Alston & Byrd?**
4 A I think that is right. I think that
5 Lindsey had settled before I hired them in terms
6 of the agreement of the amount, yeah.
7 (Whereupon, Plaintiff's Exhibit
8 Number 8 was marked for
9 identification.)
10 BY MR. BEAL:
11 **Q Let me hand you what has been marked as**
12 **Exhibit 8. You don't need to read the whole**
13 **thing. I am only going to look at this very top**
14 **part up here.**
15 **Does this top part appear to be an**
16 **Email from you to Nikki Baker dated**
17 **February 22nd at 9:20 p.m.?**
18 A Yeah. It looks like I was sending
19 Nikki the Email that I had sent to you on
20 February 22nd.
21 **Q Okay.**
22 A Wait, hold on a second. I had
23 contemplated --
24 MR. BEAL: Wait a second. Let me
25 object.

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1 up being the March 17th agreement; and
2 that is I can tell you.
3 BY MR. BEAL:
4 **Q And earlier I believe you said that**
5 **Alston & Byrd told you that you needed client**
6 **consent in the Lindsey settlement because of**
7 **Cherie Fuzzell's involvement, is that correct?**
8 A I had some issues with Rick Miller and
9 Cherie Fuzzell, in terms of what I thought was
10 wrongdoing out of the DaVita case, and I was
11 exploring that.
12 Obviously I think she had referred --
13 the Lindsey case came to me based on the --
14 based on Rick Miller's administrative assistant,
15 who I think was the sister of the gentleman that
16 died. And then Rick wanted me to pay Cherie a
17 referral fee or a split of the fee. And I was
18 discussing that with Joey and Chris; and they
19 said there has got to be client consent because
20 she is a third party.
21 And I said does that apply -- I
22 remember saying does that rule also apply to
23 Sandmann; and they said yeah, yeah, it does. So
24 the idea of client consent for the ethical rule
25 was first raised with me in that context.

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1 THE WITNESS: I sent it to Nikki
2 Baker because she was at the time
3 thought to be who I would use to help
4 me with the Sandmann cases going
5 forward, giving Nicole and Johnathan
6 and Taylor no involvement.
7 So yes, this is the Email I sent
8 to Nikki. I don't know what letter of
9 Todd's I was referring to.
10 BY MR. BEAL:
11 **Q But you do say: Todd's letter to**
12 **follow?**
13 A Yes, I said it. I don't know what
14 letter I was talking about. It may have been
15 the letter confirming that she was going to be
16 involved, I don't know.
17 **Q If we look back at Exhibit 7 it**
18 **wouldn't be the letter that you were urging Todd**
19 **to write to me saying that the Sandmann's would**
20 **only consent to quantum meruit?**
21 A I do not believe that is the letter I
22 was referring to.
23 **Q You just thought that it could be a**
24 **random letter from Todd?**
25 A No, I didn't ask -- no. I had asked



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<p style="text-align: right;">Page 78</p> <p>1 Todd for them to consider it. I don't think 2 they did it. So there was no letter for me to 3 send to Nikki along those lines. 4 I imagine it was Todd's letter -- I am 5 guessing. I don't want to guess. 6 Q So it wasn't -- 7 A He would have to -- he would have had 8 to acknowledge the engagement of Nikki. 9 Q So Todd's letter to follow in Exhibit 8 10 doesn't refer to the letter you asked him to 11 write the same day in Exhibit 7? 12 A No, because I only said in Exhibit 7 I 13 would like to ask you to consider preparing a 14 letter. 15 Q Okay. 16 A And so no, I don't believe that would 17 have been the letter, because there is no such 18 letter existed. 19 (Whereupon, Plaintiff's Exhibit 20 Number 9 was marked for 21 identification.) 22 BY MR. BEAL: 23 Q Let me hand you Exhibit 9 and ask you 24 if this is an Email from Todd McMurtry to me 25 dated essentially of the same day, just later</p>	<p style="text-align: right;">Page 79</p> <p>1 that day? 2 A Yes, I mean it is an Email that Todd 3 sent you and copied me. I did not review it. I 4 didn't have any approval of what he said. He 5 said what he said to you. 6 And I wrote back and said Todd's Email 7 to Beal is perfect because I think he was 8 correct in what he was saying. 9 Q And in this Email to me from 10 Mr. McMurtry on Exhibit 9 he is stating that 11 only quantum meruit would be paid, which is 12 exactly what you asked him to say in Exhibit 7 13 is that correct? 14 A Apparently he and his clients discussed 15 it. They apparently told him that they would 16 pay quantum meruit. That was consistent at the 17 time with what I wanted them to do. You have to 18 remember -- 19 Q So let's -- 20 A Hold on a second now. I am going to 21 finish my answer. 22 You have to remember that this was 23 settled at a time when the settlement would have 24 been subject to a probate judge approving it on 25 behalf of Nicholas. That may have obviated the</p>
<p style="text-align: right;">Page 80</p> <p>1 need for consent by Nicholas because the probate 2 judge could give approval to whatever he wanted 3 to do. 4 So that is the client's position. It 5 was consistent with what I wanted them to say, 6 because that is what I at that point wanted 7 Nicole and Johnathan to get is quantum meruit. 8 That is all they were ever really entitled to. 9 Q So the answer to my question was yes or 10 no. 11 The Email that he sends on Exhibit 9 to 12 me about quantum meruit is exactly the Email 13 that you requested that he write in Exhibit 7, 14 is that correct? 15 A No. 16 Q Okay. 17 A I asked them to consider. I had no 18 authority to direct them to do anything. That 19 was between Todd McMurtry and the Sandmann's. 20 But remember this all predated. These were 21 negotiations and positions being taken prior to 22 March the 17th, and those by the agreement of 23 March the 17th were not even admissible. 24 The prior discussions were integrated 25 into the written agreement of March the 17th.</p>	<p style="text-align: right;">Page 81</p> <p>1 So you are going through stuff that your clients 2 agree all would have been integrated into the 3 March 17th agreement. There were different 4 positions taken before March the 17th. The 5 final agreement was made on March the 17th. 6 Q And nowhere in Exhibit 9 does 7 Mr. McMurtry refer to the decision of the 8 Sandmann's, is that correct? 9 A Listen, it says what it says. 10 Q Okay, on page 2 -- 11 A Hold on a second, let me look. 12 It says: I advised the Sandmann's that 13 there may be a dispute between Lin and his 14 former colleagues. They have authorized me to 15 take actions necessary to protect their son's 16 interest. To that end I wish to advise you that 17 upon the Court's approval of the minor's 18 settlement I will deposit the CNN settlement 19 moneys into my firm's escrow account, distribute 20 moneys to Nicholas Sandmann, distribute fees to 21 my firm and pay L. Lin Wood, PC its costs and 22 expenses. I however will not distribute moneys 23 to your client or Lin Wood for fees absent 24 agreement by the parties or an Order by an 25 Kentucky Court directing me to disburse the</p>



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<p style="text-align: right;">Page 82</p> <p>1 moneys in a particular manner. Further it is my 2 opinion that the Sandmann's control the fees to 3 be paid from CNN, and at best are obligated to 4 pay your clients in quantum meruit for their 5 services. 6 Absent an agreement we do not and shall 7 not agree that any fees due to L. Lin Wood, PC 8 be divided with any other lawyers except on a 9 quantum meruit basis. We believe this position 10 is consistent with our agreement with L. Lin 11 Wood, P.C. and the law in general. 12 That is documenting discussions and 13 decisions that Todd made with his clients. Todd 14 I don't believe would have been directed by me 15 to make decisions with his clients. I wouldn't 16 have had that authority, and I don't believe he 17 would have ceded it to me. 18 So he is telling you about what his 19 discussions were; and it is clear that as of 20 this date there is at least a position taken by 21 the Sandmann's, whether you want to blame me for 22 it or whether you want to blame Todd for it, 23 that he gave them that advice and that is what 24 they intended to do. 25 So that is why I didn't understand when</p>	<p style="text-align: right;">Page 83</p> <p>1 it all came up why you did not in the agreement 2 put in a warranty of consent by me. Then I 3 would have had to pay it whether he consented or 4 not. But you didn't put it in there. Now you 5 are complaining about it. 6 MR. BEAL: Chris, we have to call 7 the Court. I mean this is crazy. We 8 are getting a 20-minute speech on 9 unrelated matters. 10 THE WITNESS: It is not a 11 20-minute speech. 12 MR. BEAL: I can't. 13 MR. HARRISON: Keep going. Ask 14 the questions. 15 MR. BEAL: If it doesn't get 16 better we will have to Court, because 17 it is just a filibuster. 18 (Whereupon cross-talk occurs.) 19 MR. HARRISON: Lin, just answer 20 his questions. 21 MR. BEAL: We have either got to 22 get answers to questions or we have got 23 to get a little mini speech and that is 24 not fair. 25 MR. HARRISON: Let us keep going</p>
<p style="text-align: right;">Page 84</p> <p>1 and see what we can do here. 2 I understand. 3 BY MR. BEAL: 4 Q The statement at the top of page 2 of 5 Exhibit 9 where Todd McMurtry promises to put 6 the money in escrow absent an agreement, that 7 didn't happen, did it? 8 A That was Todd's decision, not mine. 9 Q So what is the answer to my question? 10 To the best of your knowledge? 11 A To the best of my knowledge he did not 12 do that. 13 Q And in fact you got paid, is that 14 correct? 15 A I received the L. Lin Wood, P.C. share 16 of the fees and the expenses. 17 (Whereupon, Plaintiff's Exhibit 18 Number 10 was marked for 19 identification.) 20 BY MR. BEAL: 21 Q Let me hand you Exhibit 10. 22 A Okay. 23 Q Okay. So does Exhibit 10 reflect 24 another February 22nd Email from you to Todd 25 McMurtry regarding division of fees in the</p>	<p style="text-align: right;">Page 85</p> <p>1 Sandmann versus CNN case? 2 A It is a true and correct copy of the 3 Email that I sent to Mr. McMurtry, and I think 4 it speaks for itself. 5 Q So then in the fourth paragraph here 6 you state: There was no oral or written 7 agreement between me and any of those lawyers 8 concerning my share of my firm's fee in the CNN 9 case. 10 A That is true. 11 Q Did you consider that to be a truthful 12 statement in light of your February 17th 13 agreement and Email confirming that agreement 14 with Taylor Wilson? 15 A I believe it was absolutely consistent. 16 There was no oral or written agreement between 17 me and any of those lawyers concerning any share 18 of my firm's fee in the CNN case before the case 19 settled. 20 And then the issue arose after they had 21 themselves left any relationship with me on the 22 14th of February; and I told you that I did have 23 that conversation as it related to what I was 24 willing to say at the time on dividing the fees. 25 But there were other issues that connected into</p>



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<p style="text-align: right;">Page 86</p> <p>1 payment of the fees, the main one being the 2 issue of their responsibility under the lease. 3 Q All right. 4 A So then I put it in the hands -- I 5 decided it is a mistake dealing with this 6 myself -- and then I put it in the hands of Joey 7 Burby and Chris Marquardt at Alston & Byrd. 8 At from that point on they dealt with 9 you. You all negotiated the agreement. I 10 intended to pay that money per the agreement, 11 and I even asked when the issue came up, Joey 12 Burby I believe is the one that drafted the -- I 13 don't know if Todd drafted it or not, because I 14 was told -- because I stayed out of it at that 15 point. I was told -- 16 MR. BEAL: Let me object. 17 MR. HARRISON: Why? He is 18 answering the question. 19 MR. BEAL: We are going into 20 completely unrelated -- 21 THE WITNESS: You asked about this 22 agreement. 23 MR. BEAL: I said is it consistent 24 with what you said in February 17th. 25 He said yes.</p>	<p style="text-align: right;">Page 87</p> <p>1 THE WITNESS: No, I did not say 2 that. 3 MR. HARRISON: Hang on. 4 THE WITNESS: That is the problem. 5 You are coming up with the answers. I 6 am trying to give you my answer, and 7 you won't let me give it to you. 8 MR. BEAL: He answered the 9 question. He explained why he thought 10 it was consistent and not a 11 contradiction of the February 17th, and 12 why that had changed. 13 MR. HARRISON: Right. 14 MR. BEAL: And we are done. But 15 now we are going on to another speech. 16 THE WITNESS: It is not a speech. 17 I am sorry, I will try to be more 18 concise. But I want to be thorough. I 19 don't want my answers to be 20 misrepresented like they are being 21 misrepresented even here today. 22 The point I am making is, is that 23 I gave this to Alston & Byrd; and then 24 they negotiated the agreement, which 25 integrated every prior discussion or</p>
<p style="text-align: right;">Page 88</p> <p>1 agreement into the agreement, March the 2 17th, 2020. 3 BY MR. BEAL: 4 Q So on February 22nd before you had 5 hired Alston & Byrd, five days after receiving 6 the Email from Lin, you stated that there had 7 never been an agreement -- excuse me -- with 8 Taylor Wilson, you stated there had never been 9 an agreement with any of those lawyers 10 concerning any share of my firm's fee in the CNN 11 case? 12 MR. HARRISON: Object to the form. 13 Asked and answered. 14 Hang on. 15 You are complaining about the 16 length of his answers and you are 17 asking the question again. 18 So you have answered it. 19 THE WITNESS: Let me try to make 20 it clear. 21 MR. BEAL: I will move on. 22 THE WITNESS: I have the right to 23 answer the question. 24 MR. HARRISON: But you have 25 answered it.</p>	<p style="text-align: right;">Page 89</p> <p>1 THE WITNESS: But he just made a 2 statement that is inaccurate. 3 The statement that I made, there 4 was no written or oral agreement 5 between me and any of those lawyers 6 concerning any share -- 7 MR. BEAL: I withdrew the 8 question. 9 THE WITNESS: All right, the 10 question is withdrawn. 11 BY MR. BEAL: 12 Q Let us look on page 2: I have tried to 13 negotiate with Taylor, Johnathan and Nicole 14 about a fair percentage or payment for their 15 efforts in relation to the CNN case. Those 16 efforts on my part have varied between offering 17 an hourly quantum meruit payment, to a demand by 18 them for 35 percent of my fee, to which I 19 confirmed to them I would pay them 50 percent of 20 my fee. I agreed to the outrageous payment of 21 50 percent only in a last ditch effort to 22 peacefully resolve the differences between us 23 and maintain a semblance of dignity and order 24 with respect to the separation of my law 25 practice from their law practices, which would</p>



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1 minimize damage to me, my family, and my
 2 clients. I should not now be coerced into
 3 paying that ransom. These people should not
 4 receive a dime above quantum meruit.
 5 **Did I read that right correctly?**
 6 A Are you talking about wasting time?
 7 You read it correctly.
 8 Now may I explain?
 9 **Q No, I am not asking --**
 10 A So I don't have the right to explain my
 11 answer? You just get to make a statement.
 12 I am going to explain it. It is going
 13 to be simple. There were varying discussions
 14 prior to March the 17th, all of which were
 15 integrated into the March 17th agreement, where
 16 I said in that agreement that I was going to pay
 17 them 50 percent of the Sandmann case. I don't
 18 understand the problem.
 19 **Q Let us look at the fourth paragraph.**
 20 **The last sentence of the fourth paragraph in**
 21 **which you stated --**
 22 A Which?
 23 MR. HARRISON: On page 2?
 24 MR. BEAL: I am on page 2 and
 25 right there, the fourth paragraph.

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1 money, what I mean by that is that I don't love
 2 money. The love of money is the root of all
 3 evil. I need money, but God will provide me
 4 what I need. So I don't fight over money.
 5 But I wanted to get their foolishness
 6 out of the way because it was jeopardizing not
 7 only my family's relationship with me, but what
 8 I had to do going forward in the Sandmann
 9 litigation and the other cases; and the
 10 opportunities that might possibly be presented
 11 by meeting in Washington, D.C. at the Oval
 12 Office requested by President Trump. That is
 13 what I was referring to. I had a meeting on
 14 March 11 in the Oval Office at his request.
 15 **Q Would it be fair to say that the money**
 16 **was important to you because you took all of the**
 17 **funds?**
 18 MR. HARRISON: Object to the form.
 19 THE WITNESS: No, I took the funds
 20 subject to the payment pursuant to the
 21 March 17th agreement. If the issue of
 22 consent had never come up, if it had
 23 proceeded to the probate judge; and he
 24 said here is where you are going to pay
 25 and who you are going to pay, I was

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1 THE WITNESS: I have sent you the
 2 lease?
 3 BY MR. BEAL:
 4 **Q Yes, it is that paragraph, the third**
 5 **line down.**
 6 MR. HARRISON: Okay.
 7 BY MR. BEAL:
 8 **Q "I am not concerned about money. I am**
 9 **only concerned about clearing my slate in order**
 10 **to pursue the Sandmann litigation and the**
 11 **opportunities possibly presented by my scheduled**
 12 **meeting in D.C."**
 13 A Okay.
 14 **Q My question to you is, if you are not**
 15 **concerned about the money, but only clearing**
 16 **your slate in order to pursue other litigation**
 17 **and opportunities, why did you contest paying**
 18 **the amount that you had agreed to in the**
 19 **preceding paragraph?**
 20 A Okay. Number 1, I didn't contest it.
 21 I entered into the agreement on March the 17th,
 22 and it said 50 percent would go to Wade Grunberg
 23 and Wilson's PC's. So I didn't contest it. I
 24 lived up to ti.
 25 When I say I am not concerned about

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1 going to pay it. I even asked Nicholas
 2 to agree to it. I was actually
 3 surprised, Drew, that he did not.
 4 BY MR. BEAL:
 5 **Q Okay.**
 6 A I was surprised that Todd didn't say to
 7 him if this is satisfactory to Lin, and he feels
 8 like it is commensurate with what they did, go
 9 ahead and agree to it. It is not your money to
 10 fight, but he didn't consent to it. It was news
 11 to me after they had the day where they were
 12 going to settle it.
 13 I thought he was going to consent. I
 14 was going to be paid the money. I wanted to
 15 make sure I was covered of what they owed on the
 16 lease, and life goes on. That is why some 40,
 17 45 cases off of a line of credit. I wanted
 18 peace.
 19 MR. BEAL: Object. We can't have
 20 a speech on everyone of these. Can we
 21 just answer the question?
 22 MR. HARRISON: Just ask your
 23 question.
 24 BY MR. BEAL:
 25 **Q Look at the next paragraph, on the**



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1 second sentence says: While the lease -- I am
 2 not sure that "wow" isn't a typo?
 3 A I think it meant to be "while".
 4 Q "While the lease is in the name of my
 5 PC, all four of us agreed as the lease, as the
 6 tenants, as partners with my PC, we are in fact
 7 partners in an office sharing arrangement.
 8 Do you believe both of those statements
 9 to be true?
 10 A I think they are absolutely true.
 11 Q Okay.
 12 A But let me say this. I did not -- when
 13 I asked the building to take their keys, I did
 14 not look at the lease. I assumed that the lease
 15 was in the name of L. Lin Wood, P.C., and I was
 16 the one responsible.
 17 MR. BEAL: Let me object. I don't
 18 care about --
 19 THE WITNESS: You don't hear about
 20 hearing the truth, that is fine.
 21 BY MR. BEAL:
 22 Q The next paragraph says: Because the
 23 lease is in the name of my PC, the building
 24 management followed my directions. That action
 25 was not justified under the actual execution of

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1 and I assume you mean quantum meruit basis?
 2 A That is fair.
 3 Q "I am confident they have the right to
 4 control the fees. I am confident that their
 5 right to do so exceeds my right, if any, to be
 6 coerced into paying these greedy lawyers
 7 50 percent of my fee."
 8 A I think I am right. I think what I
 9 said to them is exactly right. The client
 10 controls it.
 11 Q So --
 12 A But the point is, please, this changed;
 13 and we made a final agreement on March 17th.
 14 And you are fussing about things that went back
 15 and forth prior in time that are integrated into
 16 the March 17th lease. You wrote the March 17th
 17 agreement to which you helped draft.
 18 Why are you talking about this when the
 19 issue is March 17th?
 20 MR. BEAL: Chris, can I get some
 21 help here?
 22 THE WITNESS: I am not doing
 23 anything that requires help.
 24 Go ahead and ask your next
 25 question.

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1 the lease bar all four lawyers.
 2 So of these pair of sentences here what
 3 you were getting to when you barred them from
 4 the lease, you barred them from the space, you
 5 hadn't read the lease?
 6 A I think "bar" is a typo. It should
 7 have been "buy".
 8 When I got the building to pull their
 9 access cards and change the locks on the door,
 10 as I thought here I thought that it was in my
 11 name, under my control. I did not go back and
 12 look at the lease. Then I did. And I saw where
 13 they were signers on the lease and responsible
 14 themselves under the lease. I called the
 15 building. I said let them back in.
 16 I didn't have the right to bar them or
 17 take their keys, nor did the building; and they
 18 were in trouble because they should have known
 19 what their lease said. I tried to get them back
 20 in right away.
 21 Q Let us look at the next paragraph: I
 22 need for you and Ted and Julie to state in
 23 writing that Ted and Julie do not and shall not
 24 agree that any fees due to my PC be divided with
 25 any other lawyers except on a quantum meruit --

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1 MR. HARRISON: Come on.
 2 BY MR. BEAL:
 3 Q So by February 22, 2020 you believed
 4 that client consent was essential, and you had
 5 asked Todd to intercede on your behalf to insist
 6 to have the clients insist on quantum meruit?
 7 A I said exactly what I said in this
 8 letter.
 9 Q Okay.
 10 A And then the agreement was negotiated,
 11 and it was finalized on March 17th.
 12 Q Okay. And then the last paragraph, the
 13 first sentence: Will you help me?
 14 And by that sentence you meant go to
 15 the Sandmann's and persuade them?
 16 A I didn't mean that at all.
 17 MR. HARRISON: Object to the form.
 18 THE WITNESS: What I meant by it
 19 was that I wanted them to consider
 20 informing Jonathan, Taylor, and Nicole
 21 of their positions, but it was up to
 22 Todd to make that decision with his
 23 clients. I couldn't insist that they
 24 do anything. Todd was the lead lawyer
 25 for them.



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1 But nonetheless, whatever I was
 2 trying to get done at that time was
 3 integrated into the March 17th
 4 agreement.
 5 It was not on February 17th
 6 agreement.
 7 It was a March 17th agreement.
 8 (Whereupon, Plaintiff's **Exhibit**
 9 **Number 11** was marked for
 10 identification.)
 11 BY MR. BEAL:
 12 **Q Let me hand you what has been marked as**
 13 **Exhibit 11.**
 14 **And ask you if this is your March 3rd**
 15 **Email to Todd McMurtry?**
 16 A It is. I was asking him to give me
 17 your evaluation.
 18 **Q So in the very first paragraph you**
 19 **state: I am prepared to offer WGWB's on a**
 20 **quantum meruit basis only for Carbone and**
 21 **Lindsey. Their problem on those cases is that**
 22 **they did not keep up with their hours and can**
 23 **only reconstruct them after the fact of**
 24 **settlement.**
 25 A I said that and I later changed my mind

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1 in the final agreement. And you told everybody
 2 they had plenty of documentation of their time
 3 on Sandmann. We just hadn't seen it yet.
 4 **Q And then the very last sentence of this**
 5 **Exhibit 11 you state: A legitimate argument**
 6 **could be made that a fair and respectful amount**
 7 **I should offer these people who have been**
 8 **practicing law for fame and fortune and**
 9 **conniving against their office sharing agreement**
 10 **partner since 2018 is quantum meruit only as to**
 11 **all three cases, Carbone versus CNN, Lindsey,**
 12 **and Sandmann versus CNN, which under the law and**
 13 **agreed to by my clients will be worth zero,**
 14 **since that cannot legitimately reconstruct their**
 15 **hours in any of those cases.**
 16 A So what is your question?
 17 **Q My question is, you were aware**
 18 **obviously at the time March 3, 2020 when you**
 19 **wrote this that the Plaintiffs did not regularly**
 20 **record their hours as a function of performing**
 21 **services for clients, is that correct?**
 22 A No. They did record the time. They
 23 know they recorded to the minute in the Steve
 24 Wynn cases where they were getting paid
 25 80 percent of what they billed. Do I believe

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1 that they were doing it? I had my doubts. But
 2 I didn't know. They had their own PC's. They
 3 could do whatever they wanted to do.
 4 **Q So when you say they did not keep up**
 5 **with their hours and can only reconstruct them**
 6 **after the fact of settlement, you didn't believe**
 7 **that to be true when you wrote it?**
 8 MR. HARRISON: Object to the form.
 9 THE WITNESS: As to Carbone and
 10 Lindsey, their problem on those cases,
 11 Carbone and Lindsey is that they did
 12 not keep up with their hours and can
 13 only reconstruct them after the fact of
 14 the settlement. That is what I
 15 believed to be true.
 16 BY MR. BEAL:
 17 **Q And then in the last sentence you**
 18 **reference: Carbone, Lindsey, and Sandmann vs.**
 19 **CNN which under the law and agreed to by my**
 20 **clients will be worth zero since they cannot**
 21 **legitimately reconstruct their hours in any of**
 22 **those cases.**
 23 **You said that --**
 24 A I said that.
 25 **Q -- Because you believed that they did**

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1 **not regularly record their time?**
 2 A I didn't believe that they did, but
 3 they did keep it up in certain cases.
 4 So I don't know for a fact whether they
 5 did in those cases or not. You have indicated
 6 that they did reconstruct it in Sandmann, so I
 7 was wrong on that.
 8 But that was my belief at the time.
 9 All of this predates my engagement -- this is
 10 March the 3rd, and this is when I realized I
 11 needed to get somebody to represent me.
 12 **Q I am only asking about recording time?**
 13 A And I have told you that I believed
 14 they did not, but I knew that in other instances
 15 they did. So my belief is either right or
 16 wrong.
 17 **Q And you were saying here that they**
 18 **didn't?**
 19 A I didn't believe that they did.
 20 **Q Okay.**
 21 A But I didn't know it, and I found out
 22 later that they did keep up with their time in
 23 Sandmann when you said they had a wealth of
 24 documentation of their time.
 25 **Q Would it be fair to say that the three**



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1 **Plaintiffs performed the majority of work on**
 2 **creating Pleadings and correspondence and**
 3 **responding to correspondence and Pleadings in**
 4 **the CNN versus Sandmann case?**
 5 A I don't know that I can quantitate it
 6 that way.
 7 Did they do what they had always done
 8 for me in terms of drafting Pleadings, doing
 9 legal research, preparing motions, they had also
 10 looked into all of the body of what was said
 11 about Nicholas, not just related to CNN; and
 12 then Todd cut that off because he got a firm to
 13 do it.
 14 So they did what they did. I
 15 appreciated their efforts. I acknowledged what
 16 they did; and then we got into this dispute
 17 which I settled with them on March 17th of 2020.
 18 **Q Can you name any Pleadings that you**
 19 **drafted completely on your own?**
 20 A I wouldn't do that. I didn't -- I have
 21 been practicing law for how long. I don't go
 22 out and have not since they worked with me, I do
 23 not generate the first iteration of a Brief or a
 24 Pleading. That is what they are getting paid to
 25 do.

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1 did not do it. They did. That is why I had
 2 them engaged. If I wanted to do that, I
 3 wouldn't have needed them.
 4 **Q And was a large volume of work in CNN**
 5 **versus Sandmann --**
 6 A CNN and Sandmann settled quickly. So
 7 on the scale of things they could have been --
 8 that litigation could have gone on for five
 9 years. So whether it is a large volume or not
 10 is not really capable of saying it. It is what
 11 it is. They did what they did.
 12 **Q The --**
 13 A And I was going to pay them for it.
 14 (Whereupon, Plaintiff's **Exhibit**
 15 **Number 12** was marked for
 16 identification.)
 17 BY MR. BEAL:
 18 **Q And is **Exhibit 12** the March 17th**
 19 **Settlement Agreement that you have referenced**
 20 **earlier?**
 21 A Yes.
 22 **Q And does it refer to the same cases as**
 23 **in the February 17th agreement, Carbone,**
 24 **Lindsey, Sandmann, Grogan Cordoba and then add**
 25 **in La Liberte?**

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1 So they would bring it to me. I would
 2 give them input, advice. I might as we say --
 3 Nicole will tell you I would Wood-ize it. I did
 4 the preparation of it initially as an Associate
 5 and a young lawyer. I didn't do it after
 6 40 years of practicing law.
 7 **Q So then all of the Pleadings that were**
 8 **created in the Sandmann versus CNN case were**
 9 **initially drafted by the Plaintiffs in this**
 10 **case?**
 11 A I don't know that, because I don't know
 12 if Todd did some of it. But everything that was
 13 drafted would have been under my direction and
 14 my input, because I was the one that shaped the
 15 issues for the case in how it was going to be
 16 proceeding. I had the expertise in defamation.
 17 They did not.
 18 **Q So all of the Pleadings that came out**
 19 **of your office would have been drafted by them**
 20 **at your direction and with your input, is that**
 21 **correct?**
 22 A No, I know one time we had a problem
 23 that came up, and I had to basically to rewrite
 24 the Brief. So I can't say all of it.
 25 But I am not trying to tell you they

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1 A The answer is no as you point out
 2 because it also dealt with La Liberte versus
 3 Reid. We had not settled all of the issues in
 4 the February 17th discussion.
 5 But we did settle all the issues in the
 6 March 17th final agreement that says this is the
 7 agreement and prior discussions or agreements
 8 are integrated into this agreement.
 9 **Q So let us look back at **Exhibit 6** and**
 10 **ask you to look at page 2, and see if there**
 11 **isn't in the middle of the page: Additionally**
 12 **as we discussed earlier with respect to La**
 13 **Liberte and Reid we agreed to split 20 percent**
 14 **to Lin Wood, PC and 80 percent to us.**
 15 A I do see that now.
 16 **Q So that was in the February**
 17 **agreement --**
 18 A Yes.
 19 **Q -- As well?**
 20 A Yes, because we had to agree that
 21 Taylor was going to continue to be lead Counsel
 22 because it was his case that he took in, and he
 23 wanted to take the case. I was not the lawyer
 24 that said let's take the La Liberte case. He
 25 liked it. He wanted to take it. That is why I



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1 was getting 20 percent to give input in overall
 2 strategy.
 3 But all that worked out when it worked
 4 out after we made the agreement. So I stand
 5 corrected, there had been a discussion. But it
 6 doesn't change the reality that the agreement
 7 was March 17th. And all prior discussions,
 8 agreements, et cetera were integrated into the
 9 March 17th agreement that you helped draft and
 10 they signed, and now you want to go back and
 11 litigate pre-March 17th.
 12 MR. BEAL: Can I respond to his
 13 speech, and tell him why I am doing it?
 14 Or would that be another --
 15 THE WITNESS: I am here to answer
 16 questions. I don't need to listen to
 17 his --
 18 MR. HARRISON: Just ask your
 19 questions, please.
 20 We had a conversation and I told
 21 you what would happen if we had another
 22 outburst. We will walk out the door.
 23 MR. BEAL: Well, they are not
 24 outbursts.
 25 MR. HARRISON: We will walk out

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1 THE WITNESS: No, because this was
 2 his opinion, independent legal opinion
 3 on what could be paid given the fact
 4 that Nicholas did not consent, even
 5 though I had asked him to do so. So he
 6 is telling you he didn't consent.
 7 And now, this is what the law
 8 says. Chris Marquardt and Alston &
 9 Byrd are not going to tell you what I
 10 think the law says. They are going to
 11 tell you what Alston & Byrd has
 12 determined the law says.
 13 So I relied on them from the time
 14 I engaged them. I relied on them in
 15 terms of the positions to be taken. I
 16 wanted to make sure that I complied
 17 with the agreement and that I complied
 18 with the Georgia ethical rule.
 19 BY MR. BEAL:
 20 **Q When you said earlier you urged**
 21 **Nicholas Sandmann to agree to a percentage**
 22 **distribution, that would be the exact opposite**
 23 **of what you said in Exhibits 7, 8 and 9 in your**
 24 **Email's to Todd McMurtry, right?**
 25 A Yes, those predated the final

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1 the door.
 2 MR. BEAL: Okay. You can any time
 3 you want to.
 4 MR. HARRISON: Yeah.
 5 (Whereupon, Plaintiff's **Exhibit**
 6 **Number 13** was marked for
 7 identification.)
 8 BY MR. BEAL:
 9 **Q I hand you what has been marked as**
 10 **Exhibit 13. Does this appear to be the**
 11 **July 24th letter from Alston & Byrd to me**
 12 **refusing to make payment under the March 17th**
 13 **Settlement Agreement that we marked Exhibit 12?**
 14 A I believe it is, yes.
 15 **Q Okay.**
 16 A I am sure I got a copy at the time.
 17 That was the letter he wrote on his own to you.
 18 **Q And in this letter Chris Marquardt is**
 19 **stating that only quantum meruit will be paid**
 20 **exactly as you had asked Todd McMurtry to assist**
 21 **in reaching that agreement in Exhibits 7, 8 and**
 22 **9, is that correct?**
 23 MR. HARRISON: Object to the form.
 24 THE WITNESS: No.
 25 MR. HARRISON: But you can answer.

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1 agreement. And so Todd prepared -- and I don't
 2 know if Todd prepared it or Joey Burby did, I
 3 don't know, I didn't prepare it -- but when the
 4 money could be distributed on his 18th birthday
 5 they gave him a statement from me recommending
 6 and asking him to agree to it.
 7 I couldn't put it into his head and
 8 tell him to do it. I was surprised that he
 9 didn't.
 10 (Whereupon, Plaintiff's **Exhibit**
 11 **Number 14** was marked for
 12 identification.)
 13 BY MR. BEAL:
 14 **Q Let me hand you Exhibit 14**
 15 **Does this appear to be the Complaint**
 16 **that was filed?**
 17 A If you don't mind, I know your time is
 18 important to you, and it is to me too I guess;
 19 but I will sit here as long as I need to.
 20 But you want me to go through and tell
 21 you what it is. I would have to read the whole
 22 thing. What I can tell you quickly you have
 23 represented it to me as such and it shows a case
 24 filing number of March 17th of 2022, so I won't
 25 quibble with it. It is what it is.



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110-113

<p style="text-align: right;">Page 110</p> <p>1 Q And this next group of exhibits are 2 going to be a little messy, because they are 3 Telegram messages that are many pages, but the 4 only relevant part is on a particular page, so 5 we are all just going to have to turn the pages. 6 MR. HARRISON: No worries. 7 THE WITNESS: Okay. 8 BY MR. BEAL: 9 Q While we are waiting, it would be fair 10 to say that on Telegram you repeatedly stated 11 that the Plaintiffs were extortionists or had 12 extorted you? 13 A I wouldn't agree with that at all. 14 The way you characterize it, it sounds 15 like all I did on Telegram was talk about them. 16 I made my statements I believe in May 17 of 2021, when at a time that I had been taken on 18 being Counsel to myself I was coming under 19 fierce attack in South Carolina with their 20 Complaint, which is exactly why I think they 21 filed it for. 22 So I made a decision to speak out as a 23 lawyer for myself for myself in the Court of 24 public opinion, and I did believe at the 25 beginning, I believed in the middle, and I</p>	<p style="text-align: right;">Page 111</p> <p>1 believed at the end that what was done in 2 reference to the filing of this Superior Court 3 lawsuit in September of 2020 was pure extortion. 4 My opinion has never changed. 5 Now I said what I said on Telegram and 6 after I said it I don't think I have gone back 7 and said it again. I said enough. I had to 8 defend myself from what was a very, very 9 salacious, inappropriate, irrelevant, 10 immaterial, personal attack on me that had no 11 relationship to the claims for breach of 12 contract and a fraud and inducement claim that 13 they had waived and agreed not to file. They 14 waived all of it. They released all their 15 claims. There was a covenant not to sue. 16 And the next thing I know I get hit 17 with a breach of contract in a fraud case that 18 goes on ad nauseam to personally attack and 19 demean me. I didn't say anything about it first 20 in a press release that Joey and Chris helped me 21 write. The next time I said something about it 22 representing myself I had to speak out in the 23 Court of public opinion in May because I was 24 being brutally attacked for the false statements 25 contained in their Complaint.</p>
<p style="text-align: right;">Page 112</p> <p>1 Q Can you identify every act that you 2 contend constituted extortion or attempts at 3 extortion? 4 A Honestly, I can take the time to 5 catalog every act, but the acts are pretty 6 simple. 7 Q What are they? 8 A Number one, remember the back drop. I 9 believe there was a pattern of extortion with 10 respect to the March 17th agreement. So they 11 had a pattern of extorting and making claims 12 that threatened me unrelated to the litigation 13 with my children, Richard Jewell, the 14 Sandmann's; and my efforts for Richard were very 15 important to me. 16 So I felt extorted into that agreement. 17 Candidly I wished I had never made it; but I did 18 what I did. I was going to live up to it. 19 Then in September out of the blue, 20 nobody sued me when I said extortion in the 21 press release. When they put in their own 22 Complaint in September and they said that I 23 told -- it is Dexter King that they were 24 extorting me, they put that in their Complaint. 25 Then they put in their Complaint that I</p>	<p style="text-align: right;">Page 113</p> <p>1 told a co-Counsel of mine on one of the class 2 action cases they were extorting me. They 3 published my statements themselves in their 4 Complaint. 5 So then they come up with this new 6 lawsuit. They sue me for breach of contract. I 7 didn't breach the contract. I asked the boy to 8 consent. Then they sued me for fraud in the 9 inducement -- hang on, you want to know -- now 10 you don't want me to answer -- 11 MR. BEAL: Hang on. I know, but I 12 am getting confused. Can you list out 13 what acts constituted your sort of -- 14 THE WITNESS: I am. 15 MR. HARRISON: We have been over 16 this. You said that you don't want him 17 to give long answers, but you asked him 18 the specific acts that he said 19 constituted extortion in the context, 20 and he has answered those -- 21 MR. BEAL: I just got confused 22 about some of the last one's because he 23 was speaking about other people's 24 actions. So let's go to the first 25 one --</p>



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114-117

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1 THE WITNESS: I haven't answered
2 the question. This is not fair. You
3 want to know what I believe to be the
4 extortion, I am telling you.
5 BY MR. BEAL:
6 **Q Yeah.**
7 **A** I believe part of what proves the
8 extortion in September of 2020 is the pattern of
9 extortion related to the March 17th agreement.
10 Then I am trying to tell you, and let
11 me go back and start again, I get a lawsuit
12 draft from you through Joey Burby that contains
13 pages of personal attacks, salacious,
14 irrelevant, immaterial, redundant that had
15 nothing to do with whether there was a breach of
16 contract based on consent. That had nothing to
17 do with even your fraud in the inducement claim,
18 because in the agreement all of the other claims
19 were released.
20 And there was an agreement in the
21 March 17th agreement that they would not sue, a
22 covenant not to sue, except for breach of the
23 agreement.
24 So you got them filing this salacious
25 Complaint that personally smears me. You got

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1 No, we are not going to do that. We
2 are going to file it. You didn't want to
3 discuss a settlement by arbitration. You wanted
4 to litigate it and file it publicly in my
5 opinion and I think the facts bear it out.
6 And then you file it, and I don't
7 have -- I make a response and the next thing I
8 know is I can't even respond. My response is
9 under seal. The craziest thing I ever heard.
10 There was no legal basis to seal the records.
11 The legal basis that the judge used to seal the
12 records were striking those types of allegations
13 from the Complaint.
14 So I believe that if you go back and
15 look at the correspondence between you and Joey
16 Burby and Chris Marquardt and the efforts you
17 have made to try to explain the unexplainable in
18 terms of how you came up with \$1.5 million, pay
19 it in 24 hours or I am going to sue you, I think
20 that is extortion. I thought so then, I feel so
21 now.
22 If I have left out a fact or two
23 because of documents I haven't reviewed recently
24 I will make it up at a later time, but I believe
25 it was extortion; and I haven't heard a real

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1 them suing me for something they had released.
2 Suing me in direct derogation of the agreement
3 of March 17th covenant not to sue, and yet they
4 are sitting there relying on the agreement. And
5 then they make a demand -- I am not done.
6 Then you make a demand that I pay in
7 effect \$1.5 million, 1.25 plus another in effect
8 280, because now you want me to pay for their
9 share of the lease they already agreed they
10 owed. And the claim for \$1.5 million is part of
11 the extortion. It was totally unjustified. It
12 cannot be documented, and you made it in a way
13 that said agree to this and pay this, or we are
14 going to file this lawsuit in 24 hours.
15 And then thankfully Joey was able to
16 get you to agree to give us two or three days to
17 figure out what to do until a Monday. Why would
18 you put that out there and say pay me in
19 24 hours or I am going to smear you like crazy
20 when I file this lawsuit. That is extortion.
21 I sat there with Jonathan Burby and
22 them, and I said look, the only real dispute is
23 over consent. Let us take it to an arbitrator
24 and get a ruling in final arbitration on the
25 issue is consent required or not.

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1 explanation of how anybody says it is not.
2 MR. BEAL: Can you look through
3 there and find me Exhibit 12?
4 MR. HARRISON: Uh-huh.
5 MR. BEAL: Thanks.
6 BY MR. BEAL:
7 **Q So going back to your statements, the**
8 **first act of extortion you believe was a pattern**
9 **of extortion surrounding the March 17th**
10 **Settlement Agreement which is marked as**
11 **Exhibit 12?**
12 **A** I wouldn't call that the first act of
13 extortion. What I called it is what I called
14 it.
15 I thought that what they did leading up
16 to the March 17th agreement established a
17 pattern of extortion, because they were trying
18 to get money that they had not earned. They
19 were trying to coerce me into giving them more
20 than they deserved under the threat of a
21 continued attack in my relationship with my
22 children, my efforts ongoing for Nicholas
23 Sandmann, and to jeopardize my efforts to try to
24 ask the President to give Richard Jewell the
25 presidential Medal of Freedom.



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118-121

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1 And just generally the idea of saying
 2 these false things about my mental health, which
 3 they documented were false in the March 17th
 4 agreement, I thought that showed extortion; but
 5 I paid it, I paid it. I agreed to it. I wish I
 6 hadn't. I should have stood on my principles
 7 instead of my preference, I wanted peace. I
 8 should have stood on my principles.
 9 And then all of a sudden I am hit with
 10 your lawsuit to pay within a day 1.5 million or
 11 we are going to file this thing and smear --
 12 **Q I want to talk about March. Let's**
 13 **not --**
 14 A Okay, well, I have covered March.
 15 **Q Would it be fair to say that a**
 16 **culmination of this pattern of extortion you**
 17 **have identified, it culminated in the March 17th**
 18 **Settlement Agreement?**
 19 MR. HARRISON: Object to the form.
 20 You can answer.
 21 THE WITNESS: What I said was that
 22 when I looked at what you did in
 23 September of 2020, I recognized then as
 24 I had recognized earlier that they had
 25 extorted me into the March 17th

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1 met. He can get all the facts wrong and still
 2 come up with the perfect resolution. That Email
 3 is now missing out of my system.
 4 But nevertheless put yourself in my
 5 position, I know it is hard for you to do, but
 6 try I am trying my best to get Richard Jewell a
 7 recognition that Richard Jewell deserved. I am
 8 trying my best to represent the Sandmann family.
 9 I want to do the Sandmann cases and then retire;
 10 and I am always trying to do my best to maintain
 11 a good, healthy relationship with my children;
 12 and these people are threatening all of that.
 13 If I don't give them money that they really
 14 under the law did not deserve, but I ended up
 15 making the agreement in March 17th; and then I
 16 lived up to it. Did you see how many cases I
 17 sent them? You still haven't told me how much
 18 money they made on it.
 19 **Q Can I ask you if there was a**
 20 **specific -- if you can point to any act or**
 21 **threat by any of the Plaintiffs with regard to**
 22 **Nicholas Sandmann or Nicholas Sandmann's claims**
 23 **or cases?**
 24 A I don't know how many Email's there
 25 were at the time. I haven't gone back and

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1 agreement, but I went ahead and made it
 2 and I felt extorted. That was my
 3 opinion then. And then all of a sudden
 4 I get extorted again.
 5 BY MR. BEAL:
 6 **Q So you were represented when you signed**
 7 **the March 17th Settlement Agreement, right?**
 8 A Absolutely, Joey Burby and you
 9 negotiated it.
 10 **Q And do you have a single writing that**
 11 **you can point to where any of the Plaintiffs**
 12 **threatened to take any action with regard to**
 13 **your children or your mental health condition?**
 14 A I have already pointed you to the
 15 confirmatory text -- there is more, where it was
 16 clear that Taylor Wilson was conspiring with my
 17 son Matt Wood to have Dr. Phil McGraw conduct a
 18 mental health intervention on me, but I caught
 19 it. I caught it in time because I knew what
 20 they were up to, and I told Phil McGraw don't
 21 come out to Atlanta, Georgia and mess with my
 22 relationship with my children, because it won't
 23 end well for you; and he did not.
 24 He Emailed my son and said your father
 25 is a genius, he is the finest lawyer I have ever

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1 looked, but the discussions leading up to
 2 ultimately the March 17th agreement would be
 3 part of what I believed to be acts of extortion
 4 until I finally agreed to it.
 5 The only thing that came up after that
 6 in terms of extortion is when you tried to
 7 extort me by telling me to pay them \$1.5 million
 8 or you are going to file this frivolous, heinous
 9 complaint against me within 24 hours. There is
 10 your document.
 11 **Q Was there any threat by any of the**
 12 **Plaintiffs to interfere with your relationship**
 13 **with Richard Jewell?**
 14 A They knew that I was doing my best,
 15 publicly advocate for Richard Jewell to receive
 16 the Presidential Medal of Freedom, that was
 17 well-known to them.
 18 The idea that they were out talking to
 19 people, and you don't know where it stops,
 20 suggesting that Richard Jewell's lawyer was in
 21 need of mental healthcare treatment, well I
 22 don't think President Trump would have been so
 23 fond of thinking about meeting with me to talk
 24 about Richard; but yet despite the accusations
 25 he met with me.



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122-125

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1 **Q But you don't have any evidence of any**
 2 **conversations by the Plaintiffs with any parties**
 3 **regarding mental health besides what you just**
 4 **identified as a conversation with your son Matt**
 5 **and --**
 6 A Dr. Phil.
 7 **Q -- And possibly a conversation with**
 8 **Dr. Phil?**
 9 A I think it is more than a conversation
 10 with Dr. Phil.
 11 **Q And Dr. Phil was -- had previously been**
 12 **your client, is that correct?**
 13 A He was.
 14 **Q Okay.**
 15 A He is not now.
 16 **Q And --**
 17 A Are you going to break for lunch?
 18 **Q I kind of want to power through and be**
 19 **done.**
 20 A That is not fair to anybody. I need at
 21 least 15, 20 minutes to get a sandwich.
 22 MR. HARRISON: How long do you
 23 think you have?
 24 And let me offer this while you
 25 are thinking about it. Are you going

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1 **Q So you have referenced in prior**
 2 **testimony computer hacking.**
 3 **Do you believe that the Plaintiffs have**
 4 **hacked into your computers or your Email's?**
 5 A I believed at the time that I learned
 6 that my computer was hacked, and it was hacked.
 7 The whole file system was out of whack. I had
 8 it investigated. It was hacked.
 9 I also believed that my phone system
 10 had been hacked. I think that was done through
 11 my Wi-Fi system in my house, so I documented the
 12 hacking.
 13 I felt like that there might have been
 14 an effort by Johnathan Taylor and/or Nicole,
 15 because she is close with Rick Miller to go in
 16 and perhaps remove certain documents that were
 17 related to Rick Miller.
 18 When I first went in I couldn't find
 19 the documents to confirm the hack. I filed a
 20 complaint with the FBI.
 21 Then we went back and I found the
 22 documents that I thought might have been hacked
 23 out, and I wrote them and apologized.
 24 But the problem is I still think now
 25 that I was wrong about what was being looked

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1 to go through each Telegram statement,
 2 because you do it how you want it, but
 3 they are in the Complaint, and they are
 4 also a subject of a Request to Admit
 5 them; and he said he already sent them.
 6 MR. BEAL: I am thinking of a way
 7 to cut those out altogether.
 8 MR. HARRISON: I appreciate that.
 9 MR. BEAL: And these copies are
 10 hard to follow, so I want to do that.
 11 But we will take a break and we
 12 will talk.
 13 Just let me finish up with these
 14 series of questions and take a break
 15 and see exactly how long we have and
 16 what we want to do.
 17 MR. HARRISON: Yeah, here is my
 18 request, get to a good stopping point,
 19 let's see how long it will be.
 20 MR. BEAL: Yes.
 21 MR. HARRISON: At least get
 22 something really quick, if that is what
 23 the witness wants to do.
 24 Right. So keep going.
 25 BY MR. BEAL:

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1 for, but I was right about what was done; and I
 2 think it related to Dr. Phil McGraw.
 3 **Q So here is my question real**
 4 **specifically, do you believe the Plaintiffs**
 5 **hacked your computers or participated in the**
 6 **hacking of your computers?**
 7 A I have no way to know who hacked it,
 8 but I thought that they had a motivation to hack
 9 it, I still do, or to have someone hack it.
 10 I know there was a day where I came in
 11 and turned on my Email, I thought it was a
 12 Sunday; and there was an Email being forwarded
 13 to Taylor, not a complete Email address, and I
 14 stopped it. And then for that day it kept
 15 trying to send it bouncing back, because when I
 16 stopped it it hadn't gotten to a full Email
 17 address. That led me to believe that may be
 18 effort for someone to mess with the Microsoft
 19 360, Johnathan is familiar with it.
 20 I don't know, but I know that my
 21 computer was hacked. I know my phone was
 22 hacked, and I believe they had motivation to at
 23 least know it or be involved in it.
 24 **Q Did you believe --**
 25 A But when I found out it was not Rick



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126-129

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1 Miller documents, I wrote them and said I am
 2 sorry. I jumped the gun.
 3 But then I found out about confirmatory
 4 evidence on Dr. Phil; and I am convinced beyond
 5 any doubt in my mind that these lawyers to some
 6 extent were involved in the Elon Musk case to
 7 sabotage and rig the jury.
 8 **Q Okay, I want to ask that before we take**
 9 **a break.**
 10 A Sure.
 11 **Q So summing up on hacking, do you**
 12 **believe the Plaintiffs were involved or not**
 13 **involved as you sit here today?**
 14 A My belief is just what I said. They
 15 had motivation to be involved. The whole
 16 Dr. Phil thing stinks.
 17 **Q Do you believe that Dr. Phil was**
 18 **involved in computer hacking?**
 19 A I don't think Dr. Phil --- I don't know
 20 if he knows how to hack a computer. But I think
 21 I know enough about Dr. Phil and what happened
 22 with Tara Trask and Chris Chatham, that I have
 23 serious concerns. I know the jury was rigged
 24 and I started to investigate it --
 25 **Q Now --**

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1 change in Johnathan Grunberg and Taylor Wilson's
 2 treatment of me starting with the incident in
 3 October, and by November if I hadn't had them to
 4 help me, I would have thrown them out of my
 5 office on the 21st floor. I had never seen
 6 lawyers more rude, more abrasive, more
 7 condescending, telling me I didn't know what I
 8 was doing. They like changed day and night.
 9 **Q Okay.**
 10 A And so do I have concerns that that
 11 relates to perhaps them having gotten
 12 compromised to participate in sabotaging some
 13 part of the Elon Musk case? I believe it does,
 14 but I haven't taken any action yet.
 15 **Q Do you believe that the Plaintiffs were**
 16 **involved in somehow sabotaging or working**
 17 **against your efforts in the Unsworth versus Elon**
 18 **Musk case?**
 19 A I know they were. I know they were
 20 because they were trying to direct me to take an
 21 issue in the case that was minuscule compared to
 22 the main allegation of pedophilia that I now
 23 know that issue was interjected by the
 24 Mockingbird Media, so that we would spend time
 25 on that and not time on what the main case was

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1 A And my son Matt went ballistic, because
 2 he didn't want to give me any information.
 3 MR. HARRISON: Okay.
 4 BY MR. BEAL:
 5 **Q So we have transitioned from hacking to**
 6 **jury tampering?**
 7 A No.
 8 **Q Or is this part of hacking?**
 9 A I will tell you.
 10 **Q All right.**
 11 A You are asking me if I know who hacked
 12 me, I do not; but I have certain suspicions.
 13 **Q All right. So --**
 14 A When I said that about jury rigging, I
 15 don't know who did what, when and where; but I
 16 have certain suspicions based on facts that I am
 17 aware of.
 18 BY MR. BEAL:
 19 **Q All right. So and the jury tampering**
 20 **issue, do you believe the Plaintiffs were**
 21 **involved somehow in tampering with the jury or**
 22 **hurting your efforts in the representation of**
 23 **Unsworth versus Elon Musk?**
 24 A You asked me two questions, let me
 25 answer it this way. There was a noticeable

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1 about; and they were adamant that I needed to go
 2 there, and it very much affected my ability to
 3 prepare the case in an orderly fashion in the
 4 manner that I thought it should be done, being
 5 the most experienced, being the lawyer in
 6 charge. And I have never let such opposition
 7 and mistreatment from every one of them, not as
 8 much Nicole. In fact, I told Nicole one day
 9 when Johnathan and Taylor were in my office and
 10 I looked at them and said I ought to sue every
 11 damn one of you about what you said about mental
 12 health.
 13 And Nicole said I never said it, and I
 14 said you are too smart to say it. And she sent
 15 me a note later when she found out about my
 16 children. And she knew how much that would hurt
 17 me. And she said I love you no matter what
 18 happens to our law firm. I will always be there
 19 for you, and I appreciate that and I believe she
 20 meant it.
 21 **Q So you believe the Plaintiffs were**
 22 **deliberately taking steps to sabotage or hurt**
 23 **your client in the Elon Musk litigation?**
 24 A I said what I said. I don't know it,
 25 but I saw it --



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130-133

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1 **Q But you believe it?**
 2 A Do you want me to answer or are you
 3 going to answer it for me?
 4 **Q No, I am just trying to --**
 5 A Why don't you let me answer it.
 6 **Q All right.**
 7 A Because you don't know what you are
 8 talking about. Only I can answer that question
 9 with all due respect.
 10 **Q Okay. Go ahead.**
 11 A I have serious concerns based on the
 12 totality of the circumstances that occurred and
 13 the timing of those, I have serious concerns
 14 that somehow my son, perhaps Johnathan and
 15 Taylor perhaps were compromised and perhaps had
 16 to do things that were not in the best interest
 17 of Vernon Unsworth, although I have a lot of
 18 thoughts on the Vernon Unsworth's case, which we
 19 don't need to go into today. I don't know what
 20 this has to do with extortion, but I am happy to
 21 talk to you about it.
 22 **Q Okay.**
 23 A Because I don't know what happened in
 24 the Thai cave rescue. I know a lot more now
 25 about child sex trafficking than I knew then. I

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1 We all got together at Lake Oconee at
 2 my house in Reynolds that I owned then and we
 3 had a sit down and I heard them all out; and
 4 then I made the decision here is what is going
 5 to be done. If you don't want to do it my way,
 6 then you will not need to go to Los Angeles.
 7 They all said we will do it your way,
 8 so I don't think there was ever any time where I
 9 would have told Taylor Wilson to take on the
 10 role of lead trial Counsel. He hadn't had that
 11 much experience, my goodness.
 12 MR. BEAL: All right. Let us make
 13 it a short break and talk about timing,
 14 and then you and I get together and
 15 make a decision.
 16 MR. HARRISON: Very good.
 17 (Whereupon, a short break was
 18 taken.)
 19 BY MR. BEAL:
 20 **Q Mr. Wood, real briefly, we talked about**
 21 **the Carbone and Lindsey settlement, and we saw**
 22 **that the Carbone settlement did not have a**
 23 **separate breakout for the Plaintiffs' legal**
 24 **fees.**
 25 **Did you have an oral agreement with**

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1 know a lot more now about how caves are used in
 2 Thailand. I know a lot more now about
 3 psychological operations.
 4 MR. HARRISON: What I will ask
 5 both of you to do is stick to the
 6 allegations of the Complaint. This is
 7 a defamation lawsuit, right, Drew?
 8 MR. BEAL: Right.
 9 BY MR. BEAL:
 10 **Q So when you said that you were lead**
 11 **Counsel in the Vernon Unsworth's case?**
 12 A I was.
 13 **Q Was there a time when you asked Taylor**
 14 **to take over the lead Counsel role prior to**
 15 **trial?**
 16 A I don't remember it. If I was going to
 17 ask Taylor to take on lead Counsel, I wouldn't
 18 have gone. I was always lead Counsel. We had a
 19 meeting the weekend before Thanksgiving, where
 20 we had, I guess you would call it a come to
 21 Jesus meeting, because the acrimony between
 22 those lawyers and me and their disrespect and
 23 their acting like they knew everything, and I
 24 was some sort of a dummy in my case, with my
 25 experience. I couldn't understand it.

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1 **David Carbone or Lindsey about the percentage of**
 2 **the fee that would be received by the**
 3 **Plaintiffs?**
 4 A I did not have an agreement at that
 5 time with either one of those.
 6 **Q Did you ever have -- you stated**
 7 **previously that you were surprised that there**
 8 **was no warranty in the March 17th Settlement**
 9 **Agreement about the Sandmann's consenting to a**
 10 **fee.**
 11 **Do you remember that testimony?**
 12 A Yes.
 13 **Q Were you surprised by that absence, if**
 14 **you will, on March 17th when you signed the**
 15 **document?**
 16 A No, it was not an issue at that time.
 17 From my perspective that agreement was
 18 negotiated by you and Alston & Byrd, so I wasn't
 19 questioning it. I trusted my lawyers.
 20 And when the consent issue came to the
 21 forefront, given that you were aware from the
 22 prior statements of Todd McMurtry there was
 23 potentially a client out there saying quantum
 24 meruit, I am surprised that you did not put in a
 25 warranty of consent on my part; so that if he



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1 did not consent I would still be liable for it.
 2 So I was really surprised that you did not put
 3 it in, given your knowledge that they had taken
 4 positions apparently as you pointed out that
 5 they only wanted to pay quantum meruit.
 6 **Q So it is your understanding if they**
 7 **hadn't consented, you would be responsible for**
 8 **it from the PC?**
 9 A If you had included a warranty on my
 10 part to his consent, meaning if he doesn't
 11 consent I have warranted his consent; and they
 12 could sue and recover from my PC.
 13 **Q I believe earlier you testified that**
 14 **Alston & Byrd told you about client consent with**
 15 **regard to the Lindsey settlement?**
 16 A That is my best recollection. It came
 17 up when I was talking to them about Cherie
 18 Fuzzell.
 19 **Q Okay. And --**
 20 A And they told me to apply it to
 21 Sandmann too.
 22 **Q Okay. And --**
 23 A And I am surprised both of you all
 24 didn't address the issue of consent more
 25 clearly.

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1 **Settlement Agreement for Sandmann versus CNN**
 2 **because of client consent?**
 3 MR. HARRISON: Object to the form.
 4 Answer.
 5 THE WITNESS: They told you what
 6 their position was. I wasn't an expert
 7 on the ethics rules; they were in terms
 8 of fee splits. So I assumed that they
 9 knew what they were talking about, and
 10 I think they dd.
 11 And so I relied on what they told
 12 me, which is exactly what they told you
 13 I think in the letter of July 24th, if
 14 I am right, that you introduced
 15 earlier.
 16 BY MR. BEAL:
 17 **Q Did Alston & Byrd ever tell you that**
 18 **the Plaintiffs or their Counsel had committed**
 19 **extortion?**
 20 A I didn't ask that question to them, but
 21 I had in my press statement the fact that I was
 22 not going to allow them to extort me by
 23 litigation. That press statement was edited and
 24 reviewed by Alston & Byrd.
 25 If there was a red flag, I would have

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1 **Q And the Lindsey settlement occurred in**
 2 **February of 2020.**
 3 **So would it be fair to say that Alston**
 4 **& Byrd brought that to your attention sometime**
 5 **early on in their representation?**
 6 A They brought to my attention they were
 7 hired to help negotiate and reach an agreement
 8 with Nicole, Johnathan, and Taylor.
 9 I decided not to go back and
 10 re-litigate the issue of the amounts that I had
 11 said on the 17th I would pay.
 12 As I recall in the first part of their
 13 representation I had not reached that
 14 conclusion. But I did when it was finalized. I
 15 thought, you know, I said it, I will live up to
 16 it. Just give them the money, give them
 17 percentages.
 18 **Q So did they tell you about their**
 19 **understanding of the requirements of client**
 20 **consent around the time of the Lindsey**
 21 **settlement?**
 22 A They didn't represent me at that time,
 23 I don't believe.
 24 **Q Did Alston & Byrd ever tell you that**
 25 **you did not owe the funds under the March 17th**

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1 expected them to tell me; but I felt strongly
 2 then that it was extortion. And I feel that way
 3 now, that is my opinion.
 4 **Q In earlier posts you have stated that**
 5 **you felt Alston & Byrd committed malpractice in**
 6 **their representation of you?**
 7 A What post?
 8 **Q Do you remember that?**
 9 A Tell me what you are talking about.
 10 **Q Have you ever made a statement that**
 11 **Alston & Byrd committed malpractice in their**
 12 **representation of you?**
 13 A Where? Are you talking about on
 14 Telegram?
 15 **Q I am saying in any public forum?**
 16 A That is so broad I don't know.
 17 I mean I have concerns that having been
 18 hired to negotiate a settlement on a fee split
 19 with an outside firm, that I was not informed
 20 and that it was not -- the issue of consent was
 21 not addressed at the time of agreement.
 22 And I was concerned subsequently they
 23 did not file a counter-claim, but the issue is
 24 before the Court, so it is okay, that Johnathan,
 25 Nicole, Taylor breached the contract themselves



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1 when they sued me for fraud and inducement,
 2 which is in breach of the agreement.
 3 **Q Do you believe that as you sit here**
 4 **today that Alston & Byrd committed**
 5 **malpractice --**
 6 MR. HARRISON: Objection.
 7 BY MR. BEAL:
 8 **Q -- In their representation of you?**
 9 A I don't know what that has to do with
 10 this liable case. I have concerns in the two
 11 areas that I have mentioned; I may have more.
 12 But I have not acted on those.
 13 But I do know that if it turns out that
 14 L. Lin Wood, P.C., which is the only party that
 15 is responsible for the fee, if L. Lin Wood, P.C.
 16 is found liable, then I would look to Alston &
 17 Byrd to indemnify me, because I relied on their
 18 advice, which they told you themselves in the
 19 July or the July 24th letter.
 20 I don't want any more litigation. I
 21 have more than I can afford now, and you are all
 22 going to be litigating for nothing pretty soon,
 23 because I am having to pay attorneys' fees; and
 24 I know they are not.
 25 **Q And I believe you testified -- earlier**

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1 A I didn't -- I knew what had happened to
 2 me. I was going to move forward. And then when
 3 I got brutally attacked in South Carolina, I
 4 made a decision as a lawyer for myself that I
 5 needed to speak out publicly about it and so I
 6 did. And I told the truth. I gave my honest
 7 opinion.
 8 MR. BEAL: I have to object.
 9 THE WITNESS: I gave the truth and
 10 gave my honest opinion. I don't lie.
 11 BY MR. BEAL:
 12 **Q What is your understanding of the**
 13 **elements of extortion?**
 14 MR. HARRISON: Object to the form.
 15 You can answer.
 16 THE WITNESS: I am not sitting
 17 here with a law book in front of me,
 18 but I think when you take acts that are
 19 beyond what you are entitled to, to try
 20 to get someone else coerced into doing
 21 what they are not obligated to do for
 22 you, that is extortion. It is in the
 23 dictionary. People use the term all
 24 the time.
 25 A lot of people say the lawyer is

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1 **you testified that one act of extortion was the**
 2 **demand that was made upon you in September of**
 3 **2020 immediately prior to the filing of suit?**
 4 A That was I thought consistent with
 5 extortion, yes.
 6 **Q And --**
 7 A It made no sense. Why would you not --
 8 **Q I just need you to --**
 9 A I am going to answer the question
 10 fully.
 11 That was an act of extortion, part of
 12 the extortion because the position that you all
 13 took made no sense. You weren't looking to
 14 resolve the matter. You were looking to sue it.
 15 **Q And it was the crime of extortion?**
 16 MR. HARRISON: Object to the form.
 17 THE WITNESS: I call it extortion.
 18 Whether you refer to it as a crime, it
 19 is knowing. So I guess it would fall
 20 within the category of knowing,
 21 criminal extortion. I didn't act on it
 22 in the sense of taking it to the
 23 police. Just like --
 24 BY MR. BEAL:
 25 **Q Okay.**

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1 extorting you. It is a commonly used
 2 term, especially when you are talking
 3 about lawyers making demands on you.
 4 And this one was not just a demand
 5 to pay. If you had said here is the
 6 breach of contract claim, we demand you
 7 pay the 600-what-odd-thousand-dollars,
 8 that would not be extortion. But when
 9 you add all that other stuff in there,
 10 and you made a \$1.5 million demand; and
 11 you actually attacked my faith by
 12 putting in your Complaint that I
 13 thought I was all mighty God, what in
 14 the world were you thinking?
 15 BY MR. BEAL:
 16 **Q So your definition of extortion is**
 17 **urging someone to make a payment to you that you**
 18 **are not required to make?**
 19 MR. HARRISON: Object to the form.
 20 THE WITNESS: Extortion comes in
 21 many forms. But it is when somebody
 22 inappropriately tries to exert leverage
 23 or pressure on you for their own game,
 24 that they are not entitled to.
 25 So the extortion could be in the



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1 form of the money demand, it was
 2 outrageous. It can't be justified. It
 3 can be part of the fact that you are
 4 only gave me 24 hours initially to
 5 respond. What was the rush?
 6 That you would refuse a reasonable
 7 request that we arbitrated privately
 8 with lawyers, binding arbitration.
 9 And you added in so much stuff
 10 that was intended clearly in my mind to
 11 smear me and attack me for purposes
 12 that had nothing to do with the dispute
 13 on whether there was client consent
 14 required.
 15 And other things that were done,
 16 if you say Lin, make this agreement or
 17 we are going to continue to drive a
 18 wedge between you and your children,
 19 that is extortion.
 20 Lin, make this agreement or we are
 21 going to continue to talk about your
 22 mental health that might hurt you in
 23 your Sandmann litigation or hurt you in
 24 your efforts with Richard Jewell with
 25 President Trump, in my view that is

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1 aware of anything under seal in this
 2 case.
 3 We have also asked for some
 4 financial information and information
 5 on referrals and fees earned so -- but
 6 beside that I don't know if it is
 7 confidential or not.
 8 And you say it is then --
 9 THE WITNESS: Oh yeah, it is
 10 confidential but I don't mind telling
 11 you at some point, but I want to make
 12 sure I don't violate the agreement.
 13 MR. BEAL: Why don't we go off the
 14 record.
 15 THE WITNESS: That would require
 16 that I get in touch with Todd McMurtry
 17 to make sure he is okay with me telling
 18 it. I mean it is not -- I don't mind
 19 you knowing, but it is not something I
 20 am allowed to say without some
 21 protection in terms of ensuring that I
 22 don't breach the agreement with
 23 Nicholas and Todd may.
 24 MR. HARRISON: I am happy to
 25 discuss it with you to see if we find a

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1 extortion. That is my opinion.
 2 BY MR. BEAL:
 3 **Q So the September demand included**
 4 **payment of fees on various cases?**
 5 A It included a lot more than that. In
 6 fact, nobody -- you have to explain how they
 7 came up with the fees. But on top of that --
 8 **Q Can you just answer the question yes or**
 9 **no. Did it include that or not?**
 10 A I don't know. Show it to me and I will
 11 tell you what it included.
 12 **Q What was the Washington Post**
 13 **settlement?**
 14 MR. HARRISON: You are asking him
 15 the amount?
 16 MR. BEAL: Yes.
 17 MR. HARRISON: Is it confidential?
 18 THE WITNESS: It is confidential.
 19 BY MR. BEAL:
 20 **Q Well, everything else is sealed in this**
 21 **proceeding.**
 22 A Not in this case.
 23 **Q But it is part of our demand so.**
 24 A There is no seal order in this case.
 25 MR. HARRISON: Yeah, I am not

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1 way to get it to you somehow; but I
 2 don't know the answer other than what
 3 he said.
 4 (Whereupon, Plaintiff's **Exhibit**
 5 **Number 15** was marked for
 6 identification.)
 7 BY MR. BEAL:
 8 **Q Let me hand you what has been marked as**
 9 **Exhibit 15.**
 10 **Does this look like the first page, and**
 11 **then it skips to the Ad Damnum clause of the**
 12 **Sandmann lawsuit filed in the Eastern District**
 13 **of Kentucky?**
 14 MR. HARRISON: Just for the
 15 record, it is page 1 of the Complaint,
 16 and then it goes to page 57.
 17 MR. BEAL: Correct, and 58.
 18 MR. HARRISON: And 58, okay.
 19 THE WITNESS: What do you want me
 20 to tell you? It looks like it. It is
 21 marked filed.
 22 BY MR. BEAL:
 23 **Q Let us look over at page 57.**
 24 A Okay.
 25 **Q And in paragraph (a) and (b) of the**



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1 Sandmann Ad Damnum clause, did you make a demand
 2 for \$275 million?
 3 A That is what it says right here.
 4 Q Did you consider that to be extortion?
 5 MR. HARRISON: Object to the form.
 6 THE WITNESS: That is the way
 7 lawyers file lawsuits. The Ad Damnum
 8 can be related to what you want to
 9 recover. It can be made to make a
 10 point to the person that is looking at
 11 the Complaint.
 12 There is no connection between the
 13 Ad Damnum and a legitimate lawsuit and
 14 extortion. Now, I can tell you CNN
 15 might have looked at it and said that
 16 is extortion. Sandmann is trying to
 17 extort me. That would be their
 18 opinion. They may view it that way. I
 19 didn't view it as extortion, but CNN
 20 very well could have.
 21 (Whereupon, Plaintiff's Exhibit
 22 Number 16 was marked for
 23 identification.)
 24 BY MR. BEAL:
 25 Q Let me hand you the same three-page

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1 Counsel.
 2 People feel extorted in different ways.
 3 I have told you why I felt extorted in the two
 4 instances, one that showed the pattern; and two,
 5 that I thought was extortion.
 6 And nobody complained when I put
 7 extortion in my public statement that I issued
 8 right after the lawsuit was filed. They put in
 9 the public record that I had said extortion to
 10 Dexter King and another lawyer. They spread the
 11 accusation or my opinion of extortion around the
 12 world, and they complained that I made a comment
 13 about it on Telegram, where you don't really
 14 know how many people see it.
 15 MR. BEAL: Let me object. I mean
 16 it is a simple question of it wasn't
 17 extortion for the same reason as what
 18 he just described.
 19 MR. HARRISON: Okay. Keep moving.
 20 BY MR. BEAL:
 21 Q And it would be fair to say that when
 22 making demands in cases that involve punitive
 23 damages or presumed damages or exemplary damages
 24 that demands are difficult to quantify, because
 25 they are not tied to actual, specific damage

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1 Exhibit for the Washington Post Complaint
 2 against Sandmann and direct your attention to
 3 page 37 of that Complaint, and that is paragraph
 4 (a) and paragraph (b) on page 38; and in that
 5 Complaint did you assert a claim for \$250
 6 million?
 7 A I did not. Nicholas Sandmann did.
 8 Q But you didn't consider that to be
 9 extortion?
 10 A No.
 11 Q For the same reason?
 12 A Well, let me answer. Once again, Ad
 13 Damnum's in Complaints are done by lawyers in
 14 connection with a case that is pending, to be
 15 pending.
 16 I did not put in something -- I have
 17 never filed a lawsuit to extort someone. I
 18 filed a lawsuit when I thought it was
 19 meritorious. Then I make a decision on what I
 20 believe is the proper Ad Damnum. Again, the
 21 Washington Post may think it is extortion. Just
 22 like President Trump recently said that he
 23 settled the horse face Daniels case, but it was
 24 extortion, extortion litigation; but he settled
 25 it for a nominal amount on his advice of

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1 computation?
 2 MR. HARRISON: Object to the form.
 3 THE WITNESS: There is no way I
 4 can agree with that. That is not what
 5 you did here. You are trying to say
 6 that you were making a demand for a
 7 lawsuit you intended to file. That is
 8 just one small part of what you did
 9 with them.
 10 MR. BEAL: Let me object as
 11 nonresponsive.
 12 THE WITNESS: If you don't want to
 13 find out what I am going to say. This
 14 is the time to find out.
 15 BY MR. BEAL:
 16 Q I am asking you about demands made in a
 17 lawsuit.
 18 A I don't agree with you. The way you
 19 phrase that you are trying to say that any
 20 demand in a lawsuit cannot be extortion. That
 21 is not true, because there was more to this than
 22 just the demand. You were asking for something
 23 in the demand that you had already agreed that
 24 you owed in the breach of contract portion; and
 25 you were asking for undefined amounts for some



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1 cases. You were claiming you wanted to be paid
 2 for defamation, which I guess was --
 3 MR. BEAL: What does this got to
 4 do with this?
 5 THE WITNESS: I am trying to tell
 6 you why --
 7 MR. HARRISON: He is trying to
 8 answer the question.
 9 MR. BEAL: He is not answering the
 10 question.
 11 THE WITNESS: I am not going to
 12 sit here and be insulted by this man.
 13 (Whereupon, a discussion was
 14 held off the record.)
 15 MR. BEAL: The ruler is coming out
 16 for both of us.
 17 MR. HARRISON: Yeah.
 18 MR. BEAL: And I simply asked
 19 about computation of damages in other
 20 lawsuits, and I got a right to get an
 21 answer. He has practiced law for a
 22 long time. He has made a lot of
 23 demands. I don't want to get into
 24 this. We will get into this on the
 25 next set of questions.

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1 A I didn't extort anybody when I filed
 2 this lawsuit.
 3 **Q Because you can exactly compute the**
 4 **\$275 million?**
 5 A That is not at all accurate. Where are
 6 you getting that from? You are making up
 7 something that is not part of what I am doing
 8 here in terms of what happened to me.
 9 **Q Why did you make the demand of**
 10 **\$275 million?**
 11 A In what case?
 12 **Q In the Sandmann case, Exhibit 15?**
 13 MR. HARRISON: CNN.
 14 THE WITNESS: Because it was the
 15 consensus of the clients and Todd
 16 McMurtry and me that that was an
 17 appropriate Ad Damnum. It wasn't a
 18 demand to pay us \$275 million or we are
 19 going to sue you. And in the process
 20 of making that demand for \$275 million,
 21 we are also going to slander you and
 22 put in false allegations about you and
 23 file claims that have already been
 24 agreed to.
 25 I mean it is a whole different set

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1 But I am talking about demands
 2 made in general on cases that involve
 3 exemplary or punitive damages, and now
 4 we are going into a bunch of specifics.
 5 THE WITNESS: Let me --
 6 MR. HARRISON: Hang on.
 7 THE WITNESS: That doesn't -- what
 8 you are asking about does not describe
 9 the facts of this case. So I don't
 10 agree with you, that the demand was a
 11 part of extortion.
 12 MR. HARRISON: That is the answer
 13 that he gave, and he is giving it
 14 again.
 15 Next question.
 16 BY MR. BEAL:
 17 **Q So in other cases when you made these**
 18 **demands in Exhibits 15 and 16 they weren't**
 19 **extortion, because the amount of damages is**
 20 **based on punitive damages and injury to feelings**
 21 **and they are difficult to quantify?**
 22 A Who said that?
 23 **Q Is that a fair statement?**
 24 A No.
 25 **Q Okay. So you can --**

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1 of factors that go in. But again, CNN
 2 may look at it and go this is
 3 extortion. People say it all the time
 4 when a lawyer sues them. So you are
 5 trying to compare apples and oranges,
 6 Drew.
 7 BY MR. BEAL:
 8 **Q So the answer to my question is 15 and**
 9 **16 were fair demands to go in the Complaint?**
 10 A They were.
 11 **Q They were fair demands for Nicholas'**
 12 **case in these Complaints?**
 13 A They were in the Ad Damnum clause.
 14 They weren't demands pay us this or we are going
 15 to smear you and do all --
 16 MR. BEAL: I am going to object.
 17 It is completely nonresponsive.
 18 MR. HARRISON: It is not at all
 19 true. I disagree.
 20 MR. BEAL: I want an answer to the
 21 question I asked.
 22 MR. HARRISON: He is trying to
 23 answer your question.
 24 MR. BEAL: The demands made in
 25 Exhibits 15 and 16 were in his



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<p style="text-align: right;">Page 154</p> <p>1 opinion -- in your opinion fair demands 2 to make in those lawsuits and that is 3 why you made them? 4 THE WITNESS: One more time. Todd 5 McMurtry and the clients, and I made 6 the decision on the amount of the Ad 7 Damnum clause in a Complaint. That 8 wasn't a settlement demand. And 9 then -- but even then CNN -- we thought 10 it was a reasonable amount to put in 11 the Ad Damnum clause. 12 MR. BEAL: Okay. 13 THE WITNESS: And then CNN could 14 turn around and go out public and say 15 we think that is extortion by the 16 Sandmann's. They had the right to have 17 that opinion. Whether they had it or 18 not, I don't know. But a lot of people 19 feel extorted by lawsuits. 20 But my case is not a -- my 21 comments about Taylor, Jonathan, and 22 Nicole were much more than the actual 23 lawsuit that it was. It came with the 24 timing of things you did, the things 25 you put in there. There was a whole</p>	<p style="text-align: right;">Page 155</p> <p>1 host of things given the background of 2 the March 17th agreement that in my 3 opinion I believed was extortion. I am 4 entitled to have that opinion. It is 5 an honest opinion. I haven't changed 6 it. I am not going to change it. 7 MR. BEAL: Object and move to 8 strike. 9 That is nonresponsive. 10 MR. HARRISON: I don't agree with 11 you. You have done this all day long 12 where you try to talk over him and stop 13 him. He gave his answer. He is 14 entitled to it. You have asked the 15 same question over and over a couple of 16 times today. 17 BY MR. BEAL: 18 Q Let me ask you this -- 19 MR. HARRISON: I am not finished. 20 MR. BEAL: Please, this whole 21 thing has been a filibuster. 22 MR. HARRISON: Now you are 23 interrupting me. Ask you question, get 24 your answer and ask your next question. 25 MR. BEAL: Please don't --</p>
<p style="text-align: right;">Page 156</p> <p>1 MR. HARRISON: Quit interrupting 2 him and quit trying to lecture me. 3 MR. BEAL: Please, there is no 4 answer to any of these questions. 5 MR. HARRISON: Not true. 6 Ask a question. 7 BY MR. BEAL: 8 Q If the Washington Post had not answered 9 this Complaint on time, they would have 10 hypothetically gone into default. Assume that. 11 They went into default. What 12 amount would they be responsible for if they 13 went into default in light of this Complaint? 14 A They would have been responsible -- if 15 you default on the Complaint, then there has to 16 be a hearing for the Court to determine based on 17 evidence the amount to be paid. It does not 18 default to the Ad Damnum. If that were true I 19 would sue for \$10 million and hope that the 20 person didn't answer and you get award for \$10 21 million. 22 The point I am trying to make, which 23 you won't let me make, what you are trying to 24 say about an Ad Damnum in a Complaint is apples 25 and orange from what the facts are in this case</p>	<p style="text-align: right;">Page 157</p> <p>1 and what you and your clients attempted to do. 2 Q Let us direct your attention back to 3 March 17th on what you contend was a pattern of 4 extortion; and I am just going to ask you to 5 identify specifically the facts that you 6 contend; and I believe you referenced in general 7 terms communications with your children and some 8 complaints about mental health. 9 But I am asking you to identify 10 specifically what actions the Plaintiffs took 11 leading up to the March 17th Settlement 12 Agreement, the specific acts which constituted 13 extortion? 14 MR. HARRISON: So to be clear we 15 have covered this, but you are asking 16 him to answer it again? 17 MR. BEAL: Yes, I am asking for 18 the specific acts. I just need a list 19 of them. 20 MR. HARRISON: And you are going 21 to let him give an answer? 22 MR. BEAL: I am all set. 23 MR. HARRISON: Okay. 24 THE WITNESS: Well, number 1, I 25 have answered this question.</p>



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1 BY MR. BEAL:
 2 **Q Right.**
 3 A So I refer you and I would incorporate
 4 the answer I previously gave you into what I say
 5 now.
 6 **Q Okay.**
 7 A Which will be in addition potentially.
 8 It is not a matter of acts. It is not
 9 you act to extort. You can say something. You
 10 can take a position. I know here that Johnathan
 11 I believe was involved with Dr. Phil; certainly
 12 Taylor Wilson was in trying to have Dr. Phil
 13 come in and do a mental health intervention.
 14 I remember Matt wrote him and said we
 15 have got too much to lose without Dr. Phil, what
 16 did they have to lose? They never even dealt
 17 with Dr. Phil. I know what Dr. Phil was doing,
 18 and they were involved in it, at least Taylor
 19 was. And Johnathan was going around telling me
 20 and my children confirming that somehow I needed
 21 to go into regular mental healthcare, monthly
 22 treatment. Johnathan even said you need to be
 23 on Lithium. I ain't getting on Lithium. There
 24 are people who need it.
 25 And my son said the same thing a month

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1 before, Lithium. It was a concerted effort to
 2 try to attack me on my mental health. It is a
 3 classic psychological operation. The State Bar
 4 was part of it later. I am sorry my children
 5 were involved. I think I know how they got
 6 involved. Time will tell.
 7 But that was one part of it. You got a
 8 guy that is in your law office, I don't know who
 9 else he is saying it to; but he is questioning
 10 my mental health, where I have got clients, I
 11 have got Richard Jewell and I have got my family
 12 involved. What is he doing that for?
 13 It was I said a pattern of extortion,
 14 because I am sitting there going well, am I
 15 going to shut this guy up by just getting rid of
 16 him and paying him, or I am not going to let him
 17 go our and continue doing this, have it get
 18 worse, and have it impact my family more than it
 19 already has, and my clients more than it already
 20 has. I got five by Nicholas Sandmann, and then
 21 obviously hopefully down the road when things
 22 get right in this country, and I believe they
 23 will in due time. Then I will be able to renew
 24 my efforts with President Trump to get Richard
 25 Jewell the Presidential Medal of Freedom.

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1 **Q So the first category of actions that**
 2 **you referred to efforts is Johnathan and Taylor**
 3 **contacting Dr. Phil seeking an intervention or**
 4 **discussion about your mental health?**
 5 A I didn't say they contacted Dr. Phil
 6 for that purpose. I know now that it is
 7 documented that they were talking to Dr. Phil.
 8 **Q But at the time you didn't know --**
 9 A It was enough that just running around
 10 saying it, period. They had no right to say it.
 11 They had no medical training. They had no
 12 psychological training. They were just making
 13 it up and accusing me of something that was not
 14 true, which they admitted in March 17th was not
 15 true when they said I was mentally competent in
 16 all respects.
 17 **Q Who were they saying it to that you are**
 18 **aware of?**
 19 A I don't know. I know they were saying
 20 it to my children. I know they were saying it
 21 to each other. I know they were saying it to
 22 me. I know that probably other people heard it.
 23 I don't know who else they said it to.
 24 **Q How did you know they were saying it to**
 25 **your kids?**

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1 A Because they told me. Johnathan and
 2 Taylor told me they talked to them. There was
 3 this big powwow where they were all concerned
 4 about me. It was nonsense. They were making it
 5 up out of whole cloth.
 6 It is a typical psychological operation
 7 to attack the target by attacking their mental
 8 health. Study psychological operations.
 9 It just didn't work because my mental
 10 health is fine.
 11 **Q Okay.**
 12 **Next, action, words, or series of**
 13 **actions that constituted extortion by the**
 14 **Plaintiffs leading up to this March 17th**
 15 **agreement besides that whole category, is there**
 16 **anything else?**
 17 A I have told you everything in my first
 18 time I answered it. I think I have added some
 19 more specifics in.
 20 It is just this simple, they were
 21 threatening my family with their comments. They
 22 were threatening my clients with their comments.
 23 They were threatening Richard Jewell with their
 24 comments; and their comments were fake. It was
 25 false. They have admitted that themselves in



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1 the March 17th Settlement Agreement.
 2 And I think they were doing it to try
 3 to pressure me into paying them more than they
 4 deserved in a situation where they had made the
 5 mistake of not getting an agreement on the fee
 6 division before the Sandmann case settled.
 7 Historically we always did. So I think they
 8 were doing it to extort me, to force me to pay
 9 them more than they deserve.
 10 I gave in. I agreed to it in March
 11 17th.
 12 **Q Okay, all right.**
 13 A And then Nicholas doesn't consent and
 14 you saw the letter from --
 15 **Q Okay.**
 16 A From Chris Marquardt. And then the
 17 next thing I know you send me this Complaint.
 18 **Q Now, we are getting onto something**
 19 **else.**
 20 A You send me this Complaint. Shame on
 21 you.
 22 **Q We are talking about March 17.**
 23 A Questioning my faith in my children.
 24 It is extortion.
 25 **Q And how do you know that the Plaintiffs**

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1 So you don't make baseless accusations
 2 about somebody, because you don't know who is
 3 going to get it and how they may try to use it
 4 to hurt you. Study about cell phones and
 5 Email's and texts, and how they are in the air
 6 and they capture it, Palentir.
 7 They shouldn't have been doing it, that
 8 is my point.
 9 (Whereupon, Plaintiff's **Exhibit**
 10 **Number 17** was marked for
 11 identification.)
 12 BY MR. BEAL:
 13 **Q Let me hand you what I will purport to**
 14 **you was the Answer that you filed in this case,**
 15 **which is Exhibit 17.**
 16 A I will accept your representation. It
 17 is marked.
 18 **Q And can you grab the Complaint?**
 19 MR. HARRISON: 14?
 20 MR. BEAL: Which is 14.
 21 BY MR. BEAL:
 22 **Q And if you turn over to your Answer**
 23 **number 36.**
 24 MR. HARRISON: The Answer is 17,
 25 is that right?

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1 **were speaking to your clients about mental**
 2 **health issues?**
 3 MR. HARRISON: Object to the form.
 4 I don't think he said that.
 5 MR. BEAL: I thought you said
 6 saying it to me, saying it to my
 7 clients.
 8 THE WITNESS: They were saying it
 9 to me.
 10 BY MR. BEAL:
 11 **Q Okay.**
 12 A They were saying it to my children.
 13 **Q Okay.**
 14 A I don't know who else they were saying
 15 it to.
 16 **Q Okay.**
 17 A But I have got concerns they may be
 18 saying to it other people, or what they were
 19 saying to the people they did say it to. It
 20 could be leaked out into the public discussion.
 21 I mean there is no privacy. Everything you say
 22 on your phone, your Email's, and your texts is
 23 captured in the air. So you don't know who is
 24 going to get it, and what they are going to do
 25 with it.

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1 MR. BEAL: Yes.
 2 THE WITNESS: So you want me to
 3 look at paragraph 36.
 4 BY MR. BEAL:
 5 **Q Can you explain the basis for your**
 6 **denial in paragraph 36. And I will read to you**
 7 **the averment in paragraph 36.**
 8 A Hold on. Let me have a chance to make
 9 sure I understand it.
 10 MR. HARRISON: While he is reading
 11 it to the extent that any decisions
 12 about responses or denials were made by
 13 Counsel.
 14 THE WITNESS: Well, I can tell you
 15 they hadn't offered any concession on
 16 the amounts previously agreed on
 17 February 17th. They had no agreement.
 18 They had no leverage. They didn't get
 19 a written agreement. They were
 20 literally at my mercy. I could have
 21 said you are only going to get quantum
 22 meruit, good luck.
 23 But I made the deal in terms of
 24 coming to an agreement as to the
 25 amounts for all other things to be



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1 resolved, which ultimately was done by
 2 Birdie and Mark Watt and you, and that
 3 was the March 17th agreement.
 4 BY MR. BEAL:
 5 **Q So the basis of the denial in paragraph**
 6 **36 was you didn't believe that there had been an**
 7 **agreement reached on February 17th regarding**
 8 **splitting the fees?**
 9 A That is not what I said at all. You
 10 are not listening.
 11 **Q Okay.**
 12 A I said that it looks like here that
 13 during the conversation Plaintiffs offered
 14 concessions on the amounts previously agreed.
 15 Where was the previous agreement? And what
 16 concessions did they offer? I know of none.
 17 They had nothing to offer me. They could either
 18 get me to agree, and I think they extorted me
 19 into it to pay them what they had not gotten an
 20 agreement on, after the fact; or they could get
 21 quantum meruit. They had nothing to concede.
 22 It is like they are claiming they had a
 23 right to a fee that they did not have a right
 24 to. They had a right to quantum meruit, because
 25 they did not get a written agreement on how to

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1 **for your denial there?**
 2 A Well, I am telling you what I do. I
 3 can't speak for my lawyer.
 4 MR. HARRISON: The same statement
 5 as before, Drew. I don't know if you
 6 want me to keep repeating it.
 7 MR. BEAL: You don't have to.
 8 THE WITNESS: You want me to read
 9 38?
 10 BY MR. BEAL:
 11 **Q 37.**
 12 A To the extent that we had that
 13 conversation, Taylor sent me an Email to
 14 document it. And I told you that I was also
 15 trying to ferret out what these people were
 16 really up to. Were they really looking for
 17 fairness, or were they looking to take advantage
 18 of my largesse. That is why I said what do you
 19 think is fair? 35 percent. I said I will give
 20 you 50, is that fair? Yeah, that is fair; which
 21 shows that is what was fair to them was as much
 22 as they could get.
 23 **Q Okay.**
 24 A So I said that I documented the
 25 discussions we had, Taylor did it. But the

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1 split up a contingency; and then they wanted
 2 35 percent. 35 percent.
 3 Well, if I know what the case is
 4 settled for, it is nice to be able to settle, I
 5 will take 35 percent of that. It might not have
 6 been that much if we had reached it before. It
 7 was not their fault any more than it was mine
 8 that the Sandmann case for some reason was an
 9 exception to the rule that had always been in
 10 place. We always confirmed at the time they got
 11 involved what their respective corporations
 12 would receive on a contingency fee split. That
 13 didn't happen in Sandmann.
 14 And then their demand came after the
 15 case had settled, and it came after two or three
 16 very trying months where these people treated me
 17 horribly.
 18 **Q Okay.**
 19 A I was not happy with them. But I would
 20 have paid them quantum meruit.
 21 MR. BEAL: I am going to object.
 22 THE WITNESS: They just kept
 23 trying to get more money.
 24 BY MR. BEAL:
 25 **Q Paragraph 37, can you explain the basis**

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1 agreement was not complete until March the 17th.
 2 Yeah, March the 17th. We had other issues to be
 3 resolved; but I lived up to the percentages that
 4 we discussed on the 17th in the March 17th
 5 agreement.
 6 **Q So let me direct your attention back to**
 7 **paragraph 35 of the Complaint.**
 8 A Okay.
 9 **Q And so paragraph 35 says: On**
 10 **February 17th shortly following these threats**
 11 **the parties reached an agreement for the**
 12 **allocation of all fees earned, but not yet**
 13 **collected by LLW, PC on those cases which had**
 14 **already resolved.**
 15 A Yes, they had resolved.
 16 **Q And then on paragraph 36 says that the**
 17 **parties reached an agreement, which you denied?**
 18 A I did not.
 19 **Q Paragraph 37 says: The parties**
 20 **subsequently documented their agreement via**
 21 **Email.**
 22 **And my question to you is why did you**
 23 **deny that paragraph? Didn't we --**
 24 A Which one is it you want me to --
 25 **Q 37.**



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1 A First it was 35. Which one do you want
 2 me to look at? 37? The parties subsequently
 3 documented their agreement via Email, the
 4 February 17th agreement. And that was denied.
 5 Because that was not the agreement, and
 6 if we just simply admit that then you will be
 7 going the agreement was February 17th. That is
 8 not the agreement. There were other issues that
 9 had to be resolved, including the very
 10 significant issue of their liability for 3/4th's
 11 of the office space.
 12 So you are trying to make that the
 13 agreement. The agreement was March 17th, and
 14 the March 17th agreement had an integration
 15 clause, that all prior agreements, all prior
 16 discussions merged into the March 17th
 17 agreement, which was the governing agreement,
 18 which you don't want to be governed by.
 19 **Q On paragraph 35 it defines what we are**
 20 **talking about, which is an agreement for the**
 21 **allocation of all fees earned, but not yet**
 22 **collected by L. Lin Wood, P.C. on those cases,**
 23 **which had already resolved --**
 24 A I --
 25 **Q Can I finish my question?**

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1 had left the office. They were no longer my
 2 office sharing partner. It was in the
 3 March 17th agreement. What is the problem?
 4 **Q Okay, look over at paragraph 41.**
 5 A I see you want to go through the
 6 Complaint. Okay, paragraph 41.
 7 **Q Paragraph 41 and explain --**
 8 A It says just what I said.
 9 **Q And March 17, 2020 after negotiations**
 10 **by lawyers for each side the parties executed a**
 11 **formal written Settlement Agreement, the**
 12 **March 17th agreement, in which they agreed to**
 13 **the exact same fee split set forth in the**
 14 **February 17th agreement; but Plaintiffs agreed**
 15 **to contribute \$285,000 from the fees owed to**
 16 **them to buy out a portion of LLW, PC's lease,**
 17 **among other things.**
 18 A I deny it.
 19 **Q Right. And --**
 20 A They were not buying out a portion of
 21 my lease. They were paying their share of their
 22 lease. And you talked to the lawyer. You know
 23 the lawyer for the landlord, he said they owe
 24 75 percent.
 25 **Q And so that was the basis for your**

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1 A Yeah, but you are just beating the same
 2 horse. I thought you are in a hurry to get the
 3 testimony.
 4 **Q That paragraph does not refer to any**
 5 **other agreements about rent or anything. It**
 6 **only talks about allocation of fees on a series**
 7 **of cases; and you have denied that subsequently**
 8 **saying no, that is not true.**
 9 A I didn't say that.
 10 Listen, I think you have been
 11 practicing law long enough to know that your
 12 lawyer makes a decision in admitting and denying
 13 very carefully, because you don't want to over
 14 admit; and if there is some concern about it,
 15 you will deny and hold you to the proof. Chris
 16 prepared the Answer. I went through it with
 17 him.
 18 The decision was his to make ultimately
 19 on how to respond. I have not denied that there
 20 was an allocation agreement, although I was
 21 getting really to let them litigate it with me;
 22 but then I decided not to and put those amounts
 23 in the agreement. So the allocation that we
 24 discussed, and Taylor confirmed in his Email of
 25 February 17th, all of which was done after they

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1 **denial?**
 2 A The way you worded this, it was not --
 3 and I am assuming Chris made the decision, but I
 4 am sure I would have looked over and my reaction
 5 to it looking here is it does not correctly
 6 address the \$285,000.
 7 **Q Okay. Can you --**
 8 A They weren't buying out a portion of my
 9 lease. They were paying their share of the
 10 lease.
 11 **Q Can you look at paragraph 44.**
 12 **Take a look at that paragraph and**
 13 **explain your denial on that one.**
 14 A I am not really sure I understand what
 15 44 is saying. In late July 2020 the initial
 16 payments -- no, they weren't due then. The
 17 initial payments under the other cases, those
 18 payments were due. But they weren't due in
 19 terms of actually paying them until I was able
 20 to get the \$285,000.
 21 Their share of the Carbone case and the
 22 Lindsey case did not -- did not total at -- it
 23 was not the 285,000. So they weren't going to
 24 be due any payment until -- they were due the
 25 payments from those people, but I was holding it



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1 to pay their share of the lease. So maybe that
 2 is why it is denied. I mean it is hard to come
 3 back here today and tell you what is admitted or
 4 denied, but it seems to be an exercise of waste
 5 of time.
 6 MR. HARRISON: I can tell you why
 7 it is denied, if you want me to, or I
 8 won't.
 9 BY MR. BEAL:
 10 **Q Did you have an opportunity --**
 11 THE WITNESS: Do you mind telling
 12 him so I can hear it? You prepared the
 13 Answer.
 14 BY MR. BEAL:
 15 **Q Did you have a chance to look over this**
 16 **document before you filed it?**
 17 A Let's take a break. I want to find out
 18 what my lawyer wants to tell you that you don't
 19 want to hear and then I will tell you.
 20 **Q No, no, no. There is a question on the**
 21 **table. You have to answer the question.**
 22 MR. HARRISON: One question, did
 23 you get a chance to review this before
 24 we filed it?
 25 THE WITNESS: Absolutely. I

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1 discussion was held.)
 2 MR. HARRISON: Do you want to ask
 3 a question or do you want to make a
 4 statement?
 5 MR. BEAL: You can make your
 6 statement.
 7 MR. HARRISON: I believe it was
 8 denied because it says came due from
 9 Defendant Wood and LLW, PC. I don't
 10 think that is correct as to who it was
 11 coming due from --
 12 MR. BEAL: Only from the PC?
 13 MR. HARRISON: Yes.
 14 MR. BEAL: Got it.
 15 MR. HARRISON: Yes.
 16 MR. BEAL: Okay, thank you.
 17 THE WITNESS: Lin Wood
 18 individually does not owe them a dime
 19 on the fee.
 20 MR. HARRISON: Right, we got it.
 21 THE WITNESS: It is PC only.
 22 BY MR. BEAL:
 23 **Q Let us look at paragraph 46. Let us**
 24 **take a second to read that.**
 25 A Okay, I have read it.

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1 looked at it with you, Chris. He is a
 2 good lawyer.
 3 BY MR. BEAL:
 4 **Q Good, so let's look at paragraph 46.**
 5 A Now I want to take a break and confer
 6 with my Counsel, so he can tell me what you
 7 don't want to hear and I will tell it to myself.
 8 MR. BEAL: I will object to you
 9 leaving the room under the
 10 circumstances.
 11 THE WITNESS: You are not the
 12 Judge.
 13 MR. HARRISON: Well, I am offering
 14 to clarify the reason for the denial if
 15 you want to in the Answer --
 16 MR. BEAL: Okay, well, you can
 17 clarify it. Go for it, please.
 18 MR. HARRISON: It says Defendant
 19 Wood and LLW, PC, I don't think that is
 20 correct.
 21 THE WITNESS: Thank you, that
 22 refreshes me.
 23 So if you don't mind, Chris.
 24 MR. HARRISON: Hang on a second.
 25 (Whereupon, an off-the-record

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1 **Q And is it true that the statement there**
 2 **in paragraph 46 that you have not disclosed the**
 3 **amount of the recovery in the Sandmann versus**
 4 **Washington Post?**
 5 A I never received a demand or a request
 6 for that amount. And that would have been an
 7 event that occurred after Joey Burby and Chris
 8 Marquardt were involved and you were involved;
 9 and I don't know whether Joey and Chris got a
 10 demand or a request from you about that or not.
 11 I don't think they did.
 12 **Q Can we refer over to paragraph 49; and**
 13 **there is a text embedded there in paragraph 49.**
 14 **Can you tell us who that text was being**
 15 **sent to?**
 16 A It was not sent to -- it was not
 17 intended to be sent to Johnathan. And sitting
 18 here today -- I mean what is the date of the
 19 text?
 20 I don't see a date. So I don't know
 21 who that I am intending to send it to. It would
 22 probably be better if I knew the time that I
 23 sent it. I was dealing with issues about my
 24 computer being hacked.
 25 MR. HARRISON: Lin, I believe it



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1 is supposed to be July 26, 2020, if you
 2 look at 48.
 3 THE WITNESS: July the 26th, 2020?
 4 MR. HARRISON: Is that correct,
 5 Drew?
 6 MR. BEAL: I think so.
 7 THE WITNESS: July the 6th?
 8 MR. HARRISON: 26.
 9 THE WITNESS: July the 26th of
 10 2020?
 11 Well, it wouldn't have been
 12 intended to be sent to Johnathan
 13 because he had a lawyer.
 14 So I could have been sending it to
 15 my lawyer. I could have been sending
 16 it to somebody who I was working with.
 17 I have no idea who I intended to
 18 send it to.
 19 BY MR. BEAL:
 20 **Q Okay. Let us look at paragraph 58 over**
 21 **on page 16.**
 22 **And can you explain your denial of**
 23 **paragraph 58?**
 24 A Yeah. I didn't agree to pay him
 25 anything. The fee splits were L. Lin Wood, P.C.

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1 "Lin Wood Speaks Truth". I don't remember it
 2 having the Number 660,000. But at some point it
 3 did. I know it started off at 980. And down
 4 substantially from the number of subscribers he
 5 had previously while defaming Plaintiffs, I
 6 don't know if that is true or not; so I think we
 7 took the safe option of denying it.
 8 **Q Okay.**
 9 A And then the second channel, that
 10 channel was not mine. The reply channel was in
 11 the name of another individual who was going to
 12 look at the replies to be able to edit them,
 13 because people put pornography and obscene
 14 things on there. And if you don't have someone
 15 monitoring it and get them off quickly, they
 16 will use it as an excuse to close your channel.
 17 I don't remember if she was doing the channel in
 18 March of '22 or not. I haven't gone back to
 19 look.
 20 But again I do know that the channel
 21 says it is for Lin Wood followers to be able to
 22 reply to him with words of support, love and
 23 encouragement. I can't tell you why. It may
 24 just be because of the numbers. I can't tell
 25 you why it was denied. It wasn't denied in bad

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1 That was a very important distinction and Joey
 2 and Chris knew it, you knew it. The fee split
 3 payments were from L. Lin Wood, P.C. only. So
 4 Wood individually didn't agree to pay him a dime
 5 on the fee splits.
 6 **Q Okay. Can you refer over to paragraphs**
 7 **79 and 80, and they are related so I am just**
 8 **lumping them together.**
 9 **If you can tell me the basis for your**
 10 **denial there?**
 11 A 79 and 80?
 12 **Q Yes.**
 13 A I don't know. I can't as I sit here
 14 why the denial was done. I know I did it in
 15 discussions with Chris.
 16 **Q Okay.**
 17 A What I can tell you is that I don't
 18 believe the numbers of subscribers on Telegram.
 19 I think they are manufactured. I don't think
 20 you can trust it, just like you can't trust
 21 receiving something from someone on Telegram
 22 because you don't know whether it is artificial
 23 intelligence or a bot or a shield or a
 24 propagandist.
 25 So I do know that I had the channel

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1 faith.
 2 **Q Who was the person who monitored this**
 3 **response channel?**
 4 A I should have known you would ask me
 5 that. The first name is Margaret, and I can't
 6 remember her last name.
 7 **Q And who does she work for?**
 8 A I don't think at the time that I knew
 9 Margaret. I don't know that she worked for
 10 anybody. She did -- she did voiceovers for ads,
 11 and I met her at the church that I was
 12 previously attending.
 13 **Q Here in South Carolina?**
 14 A Yes.
 15 **Q And do you know what kind of computer**
 16 **background or anything she had?**
 17 A No.
 18 **Q Did you ask her to monitor the channel,**
 19 **or did she volunteer? Or how did that come**
 20 **about?**
 21 A One of the two. I think she
 22 volunteered. She was very kind at the time and
 23 seemed to want to be helpful. Ultimately I
 24 found out it was not a good idea to have her do
 25 it, and we switched to somebody else. Now we



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1 got some other people doing it. It is not
 2 rocket science. You just go in and try to
 3 delete spam, profanity, pornography, clear
 4 propaganda. What appears to be an artificial
 5 intelligence bot.
 6 So it doesn't take a computer
 7 background to be able to monitor the Telegram
 8 channel. But it takes time, and the people give
 9 it to me willingly; and I am incredibly thankful
 10 for what they do.
 11 **Q So the response channel posts come from**
 12 **people -- from outsiders or from you?**
 13 A So I post on my main channel.
 14 **Q Right.**
 15 A Elizabeth set up the reply channel.
 16 **Q You mean Margaret?**
 17 A Margaret -- no, Elizabeth.
 18 MR. HARRISON: The name you gave
 19 earlier was Margaret.
 20 THE WITNESS: I messed that up.
 21 It was Elizabeth.
 22 MR. HARRISON: No problem.
 23 THE WITNESS: When I put something
 24 on my main channel, she would send it
 25 to the reply channel that she had set

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1 lot of people all over the world, because I talk
 2 about God a lot.
 3 And so I wanted to keep their ability
 4 to reply and to have a chat channel which I
 5 added, so they could have conversations with
 6 each other, and that is monitored now by a group
 7 of very nice people.
 8 **Q On paragraphs 103 and 4?**
 9 A Okay.
 10 **Q There were denials for both of those**
 11 **paragraphs.**
 12 **What was the basis of those denials?**
 13 A I will do the best I can; but I think
 14 it is unfair to continually ask me the basis
 15 when the Answer was prepared in conjunction with
 16 my lawyer who prepared the Answer. So he may
 17 have made a decision for reasons I don't really
 18 know about.
 19 So what were the numbers again.
 20 **Q 103 and 104?**
 21 A I imagine in 103 would be denied
 22 because I did not -- I stated my opinion. I
 23 really don't know.
 24 I could confer with Counsel and try to
 25 answer it, but then you will be getting my

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1 up. When I stopped using her I just
 2 started posting it and sending it to
 3 the reply channel myself; and then the
 4 monitors monitor what is posted on
 5 there by the third parties or
 6 artificial intelligence or bots or
 7 whoever, a lot of spam.
 8 BY MR. BEAL:
 9 **Q Hold on one second.**
 10 **Is there a reason why you didn't just**
 11 **have the responses posted to the main channel?**
 12 A Because then it would -- when I first
 13 set up the main channel it was set up for
 14 responses to be made there; and then I quickly
 15 realized that Telegram, because they sent things
 16 in, you have got pornography or something on
 17 your channel, and either monitor it or get it
 18 off or you are going to lose your channel.
 19 **Q I got you.**
 20 A I didn't buy into -- some people just
 21 post and don't allow replies.
 22 **Q I see. That is what you were**
 23 **explaining before?**
 24 A I haven't done that. And there are so
 25 many people, legitimate people that follow me, a

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1 attorney's advice. I didn't prepare the Answer.
 2 I did it in conjunction with Chris.
 3 But I do know that I did make the
 4 statement repeatedly and not that many times,
 5 but I made it enough to put my position in a
 6 Court of public opinion that in my belief they
 7 had extorted me and attempted to extort me and
 8 that I believed 100 percent that I am right.
 9 **Q Thank you.**
 10 A There is not a doubt in my mind.
 11 **Q In paragraph 104 you did say that you**
 12 **were considering whether to pursue criminal**
 13 **action against the Plaintiffs?**
 14 A I would have to look at the posts where
 15 that came from.
 16 **Q We can do that in just a minute.**
 17 A I mean I thought about it, but I just
 18 thought wait a minute, this foolishness has got
 19 to end at some point in time. So I just didn't
 20 want to take another step further. I would like
 21 to get this -- I would like to have this
 22 resolved in some way with these people, so they
 23 can go about their lives, I can go about mine;
 24 the same thing I tried to do in March 17 of
 25 2020.



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1 **Q But you believed that you have the**
 2 **right to pursue criminal action against the**
 3 **Plaintiffs?**
 4 A I could go -- yeah, I believe under the
 5 facts that I could go out and sign a warrant for
 6 having them try to criminally extort me, but
 7 what is that going to do?
 8 **Q So in paragraph 105 on the next page**
 9 **you refer to the filing a grievance against the**
 10 **Plaintiffs with the State Bar of Georgia.**
 11 **Did you in fact file a grievance or**
 12 **complaint with the State Bar of Georgia against**
 13 **any of the Plaintiffs regarding your belief --**
 14 **regarding extortion?**
 15 A I believe so.
 16 **Q What was Nicole Wade doing during all**
 17 **of this dispute where you believe leading up to**
 18 **March 17th on Taylor and Johnathan were**
 19 **contacting your children improperly --**
 20 A I said they were talking with them. I
 21 don't know who initiated the contacts.
 22 **Q But was Nicole a part of any of that in**
 23 **your belief?**
 24 A My recollection, and I have a very
 25 vivid recollection of having Johnathan and

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1 no matter what happens in terms of how we
 2 practice law in the future; and I believed her.
 3 And I said today I believe her now. I think
 4 Nicole Wade does love me. Her love for me over
 5 the years is legitimate as is mine for her. I
 6 think Johnathan loves me. I think Taylor loves
 7 me. I love them.
 8 But she was not in the middle of what
 9 was going on in December. I don't remember if
 10 it was because she wasn't there. I don't
 11 recall.
 12 But she was not one of the people who
 13 was being so abusive to me and contradicting me
 14 and acting like I did not know what I was doing
 15 in preparation for the Musk trial. So her
 16 involvement in that was much different than
 17 Johnathan and Taylor's.
 18 **Q Okay. So my question to you is about**
 19 **Nicole Wade in this time period leading up to**
 20 **the March 17th Settlement Agreement, do you**
 21 **believe that she extorted you as well? Or was**
 22 **it just Johnathan and Taylor?**
 23 A I think they all three did. You were
 24 asking me about the children.
 25 **Q Yes.**

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1 Taylor in my office standing; and Nicole was
 2 sitting in the chair and this was after all this
 3 bizarre change of treatment of me that started
 4 late October and was full blown in November.
 5 And I remember looking at them at some point and
 6 I said I ought to sue every damn one of you for
 7 defamation for running around and running your
 8 mouth and making an accusation about my mental
 9 health. And Nicole quickly said I have never
 10 said that. And I said to her right, you are too
 11 smart to have done that. These two people are
 12 not.
 13 **Q So --**
 14 A I also remember, and I think I sent
 15 it -- Nicole sent me and -- I think it -- I have
 16 to go back and look, but I believe that it was
 17 right around -- well, it was January for sure
 18 and it could have been very early February, and
 19 she said I just found out about the problems you
 20 are having with your family. I know -- because
 21 she knows how much I love my children and they
 22 love me -- I said I know that tears you apart.
 23 It did. It still does.
 24 And then she said words to the effect,
 25 that I still love you or I will always love you

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1 A They all three were trying to get money
 2 they did not have the right to. They did not
 3 get an agreement. That is as much their fault
 4 as it would have been mine.
 5 And then after the case settled and
 6 they knew the amount, then they wanted to go
 7 back and get the same amount that I had agreed
 8 to give them in the Ramsey case, and after the
 9 way they had treated me and looking at the work
 10 done related to the result and how it came
 11 about, the case didn't settle because of them,
 12 it settled because of the argument that I made
 13 to the Judge when he reversed himself and
 14 reinstated part of the case. I didn't feel like
 15 looking at that that was at all fair for them to
 16 get that much money, but I agreed to it. I
 17 wanted to move on. March the 17th.
 18 MR. BEAL: Is this is a good place
 19 for a break for five minutes?
 20 MR. HARRISON: Sure.
 21 (Whereupon, a short break was
 22 taken.)
 23 MR. BEAL: Did you have a
 24 statement your client wanted to make?
 25 THE WITNESS: You asked me, Drew,



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190-193

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1 about paragraph 79 and 80 of the
 2 Complaint and why I denied them.
 3 MR. BEAL: Okay.
 4 THE WITNESS: I was struggling to
 5 figure out looking at it. Now I know.
 6 79 says that I had a certain amount of
 7 followers while defaming Plaintiffs. I
 8 did not defame them.
 9 BY MR. BEAL:
 10 **Q Okay.**
 11 A 80 has the same problem, but it dropped
 12 in number connected to 79, which suggested that
 13 I was defaming them; and I don't believe I
 14 defamed them. I believe my statements were
 15 protected and substantially true.
 16 Thank you.
 17 MR. HARRISON: Thank you, Drew.
 18 MR. BEAL: Thank you.
 19 (Whereupon, Plaintiff's Exhibit
 20 Number 18 was marked for
 21 identification.)
 22 (Whereupon, Plaintiff's Exhibit
 23 Number 19 was marked for
 24 identification.)
 25 BY MR. BEAL:

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1 **Q And does he work for Carmichael?**
 2 A Yes.
 3 (Whereupon, Plaintiff's Exhibit
 4 Number 20 was marked for
 5 identification.)
 6 BY MR. BEAL:
 7 **Q And let me hand you Exhibit 20 and is**
 8 **that an invoice that he generated for his**
 9 **computer search of your computer? That didn't**
 10 **come out right, but you know what I meant.**
 11 MR. HARRISON: Is it three pages?
 12 MR. BEAL: Yes.
 13 MR. HARRISON: Let me look through
 14 that.
 15 THE WITNESS: Okay.
 16 BY MR. BEAL:
 17 **Q And did Tyler Jones ever tell you that**
 18 **he found on -- some Malware or some evidence of**
 19 **computer hacking?**
 20 A He didn't tell me Malware. But he told
 21 me that I had been hacked. And the way the
 22 question was asked me was whether I had done
 23 anything to investigate whether they, the
 24 Plaintiffs might have been involved. And
 25 because I was looking at who if I could find had

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1 **Q Let me hand you what has been marked as**
 2 **Exhibits 18 and 19, and unfortunately I only**
 3 **have a copy of the 19. 18 is our**
 4 **Interrogatories, First Set of Interrogatories,**
 5 **and 19 is the Response.**
 6 **And I direct your attention, and I will**
 7 **read it into the record so you don't need it,**
 8 **Chris. Question number 9 on page 7,**
 9 **Interrogatory Number 9 says: Please identify**
 10 **each and every act done by you or on your behalf**
 11 **to investigate whether the Plaintiffs or any of**
 12 **them had committed the crime of extortion,**
 13 **attempted extortion or blackmail.**
 14 **Now, directing your attention to 19 on**
 15 **page 3, paragraph 9, you responded.**
 16 MR. HARRISON: These are Amended
 17 Responses, right?
 18 MR. BEAL: Yes.
 19 MR. HARRISON: Okay.
 20 THE WITNESS: Okay.
 21 BY MR. BEAL:
 22 **Q And you state that you had your**
 23 **computer inspected by Tyler Jones in February of**
 24 **2020, is that correct?**
 25 A Yes.

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1 my computer been hacked, the answer was yes. So
 2 I was doing an investigation. But I wanted to
 3 make sure that that was part of it; and that
 4 investigation may have revealed that they had
 5 involvement.
 6 **Q Well, did it in fact reveal that the**
 7 **Plaintiffs were somehow involved in tampering**
 8 **with your computer or computer systems?**
 9 A I didn't reach that. I didn't take
 10 that next step. Once I had documented that it
 11 had been hacked, that is what I wanted to
 12 document.
 13 **Q So you never asked Mr. Jones to try to**
 14 **determine where the hack came from?**
 15 A I only asked him to determine whether
 16 it had been hacked. In the process of
 17 determining that he was able to find out how and
 18 who hacked it, great. My goal was at that time
 19 was to take what I had happen on the computer,
 20 let him do his examination and he determined
 21 that the computer had been hacked; and that was
 22 on or around the time frame of February 17th.
 23 **Q And it is your testimony that you hired**
 24 **this Carmichael Company, Tyler Jones, to**
 25 **investigate your computer network; and he**



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194-197

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1 **determined that you had in fact been hacked?**
 2 A Yes. And Tyler was our computer
 3 expert, or he was doing our IT work for L. Lin
 4 Wood, P.C. He had done some things in terms of
 5 Johnathan's computer earlier.
 6 **Q I apologize if we are re-plowing some**
 7 **ground we have been over, but this will save us**
 8 **a lot of time rather than use any exhibits.**
 9 I believe you testified to this, but
 10 let us just make it abundantly clear, in the
 11 case of Carbone versus Lindsey you had no
 12 agreement with them at any time that you can
 13 remember about client consent to fee sharing
 14 with all the Plaintiffs here?
 15 A I can't remember exactly what I told
 16 you in response to what question; but I do
 17 believe that there was no agreement that
 18 referenced these, Nicole, Johnathan, and Taylor.
 19 **Q Okay.**
 20 A There may have been in those agreements
 21 a statement that I could divide -- that they
 22 agreed that I had the authority to divide the
 23 fee any way I wanted to, and they would agree to
 24 it.
 25 **Q When you received the Sandmann --**

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1 they had, he and CNN had agreed to wait until
 2 Nicholas turned 18. So that Nicholas could then
 3 sign without having to go through a probate, and
 4 which would also have had to have been approved
 5 by the federal judge I take it from what Todd
 6 told me that CNN was willing to wait, so it
 7 would lessen the chance of there being any
 8 breach of the confidentiality. But Todd handled
 9 all of that. I did not do anything at all.
 10 **Q And when you received your portion of**
 11 **those fees, where did you deposit that check?**
 12 A I would have to go look. Either in my
 13 personal account or --
 14 (Whereupon, a short pause was
 15 taken.)
 16 BY MR. BEAL:
 17 **Q So my question was where did that money**
 18 **from Todd McMurtry get deposited and you said?**
 19 A I haven't looked at that, but it would
 20 either have been into my escrow account or into
 21 my operating account, PC's account; or the only
 22 other option would be for it to be deposited
 23 directly to my account personally.
 24 **Q To your personal account. So one of**
 25 **those three accounts?**

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1 A But I would have to look at the
 2 agreement, but I think that may have been it. I
 3 think it was in both of those.
 4 **Q When you received the --**
 5 A Sandmann?
 6 **Q Well, we saw the Carbone agreement, and**
 7 **there was no reference to them.**
 8 A I don't have it.
 9 You are talking about the Settlement
 10 Statement.
 11 **Q Yes.**
 12 A I am talking about the engagement
 13 agreement.
 14 **Q Oh, okay, thank you.**
 15 **When you received the Sandmann versus**
 16 **CNN fees from Mr. McMurtry's escrow account, and**
 17 **I assume that is how it got to you, was because**
 18 **it went through his escrow account first and**
 19 **came to you, is that correct?**
 20 A Oh yeah, he closed it.
 21 **Q Yes.**
 22 A Once the probate judge's hearing was
 23 postponed, I did not have any contact with Todd
 24 until after the money was received and he
 25 disbursed it, except for him to tell me that

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1 A (Nods.)
 2 **Q Would it be fair to say that there is**
 3 **no money remaining in your escrow account from**
 4 **this Sandmann versus CNN fees?**
 5 A There is no money in either of my
 6 accounts. The law firm is defunct due to this
 7 litigation and the State Bar.
 8 **Q So all fees --**
 9 A In other words, we are broke, I thought
 10 about filing bankruptcy, but I hope I can avoid
 11 it.
 12 **Q So all fees in the CNN versus Sandmann**
 13 **have been taken or paid to you individually**
 14 **ultimately?**
 15 A I have to go back and look and see how
 16 it was paid out.
 17 **Q Okay.**
 18 A It may have been paid out of my PC for
 19 other things that the PC -- I don't know.
 20 **Q Okay.**
 21 A So you got to keep in mind there is a
 22 difference between my PC and me. That is why it
 23 is only my PC that agreed to split the fee, not
 24 me.
 25 **Q So some amount may have been paid over**



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198-201

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1 to the PC to reimburse it for cost advances?
 2 A You are asking me to guess and I don't
 3 know.
 4 Q But I believe you testified that you
 5 know that no money remains in your escrow
 6 account on these fees and that that account is
 7 empty?
 8 A I think that is -- if there may be some
 9 amount in there to keep it open, but I don't
 10 think so. I don't know.
 11 Q Okay.
 12 A There is no Sandmann money. That
 13 Sandmann money, whatever my share was that has
 14 long been spent on attorneys' fees, litigating
 15 all of these things that came out of this
 16 lawsuit.
 17 So I didn't make any money on the deal.
 18 Q Let us go back to the Complaint, which
 19 I believe is Exhibit 14
 20 A Okay.
 21 Q Exhibit 14 let us turn over to page
 22 25, which is paragraph 88.
 23 A Okay. Is there a page number?
 24 Q Yes. Page 45, paragraph 88, the first
 25 post.

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1 Soliciting opinions.
 2 BY MR. BEAL:
 3 Q Did you really think --
 4 A No, no --
 5 Q I am on my best behavior.
 6 A Listen, I was talking about Johnathan,
 7 Taylor, and Nicole because I wanted to make sure
 8 that the facts upon which my opinion was based
 9 were stated. That gives it complete protection
 10 under Milkevich vs. Lorraine Jones.
 11 Q Let us turn over to page 27, sorry --
 12 27, there is an insert of my Email to Chris
 13 Marquardt and Joey Burby of Alston & Byrd; and I
 14 am going to have my Melinda who has the best
 15 eyes to read it into the record because it is --
 16 A Hold on. I was just looking for the
 17 date of the Email.
 18 Okay, I see it, the 28th.
 19 MS. BROWN: I think it is the 26th
 20 at 9:10 p.m.
 21 THE WITNESS: I think it is
 22 legible to save you the time of reading
 23 it.
 24 MR. BEAL: Okay.
 25 BY MR. BEAL:

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1 A Okay.
 2 Q And it is if you look at the sort of
 3 faint markings on the bottom, it is May 19,
 4 2021.
 5 A Correct.
 6 Q As of May 19, 2021, what was your
 7 understanding of the elements of the crime of
 8 extortion?
 9 A You have asked me that before, I have
 10 told you.
 11 MR. HARRISON: Object to the form.
 12 THE WITNESS: It is as simple as
 13 what is extortion. You can look that
 14 up. You know what extortion is. I
 15 have given you my best explanation.
 16 And I don't know that there are
 17 elements of such. It is just an
 18 overall effort of someone to coerce
 19 someone wrongfully into paying
 20 something or doing something that they
 21 are not obligated to pay or do.
 22 And if you look at this, I didn't
 23 mention their names. I gave a
 24 hypothetical and said does that sound
 25 like criminal extortion to you?

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1 Q So this is Plaintiff's Demand sent by
 2 Email by me to Chris and Joey that you contend
 3 is another act of extortion, is that correct?
 4 A Well, it is part of a scheme to extort.
 5 Q Okay. And in that demand I have set
 6 forth a demand of \$1.25 million, is that
 7 correct?
 8 A That was part of it. In that
 9 particular, yes, you also demanded I pay their
 10 share of the office lease, which would have
 11 taken the demand in excess of \$1.5 million.
 12 Q And that involved a buyout of all of
 13 the cases that are referenced in the March 17th
 14 Settlement Agreement, is that correct?
 15 A No. Those cases had been decided in
 16 the March 17th agreement. The amounts were set
 17 forth. This was sent to me on the 26th of
 18 August. And I was told here is our proposal.
 19 And I was told on the 26th at 9:10 p.m. that if
 20 I didn't agree with this that the offer only
 21 remained open until the next afternoon at
 22 5:00 o'clock p.m.
 23 Q Okay. So my question is --
 24 A 9:10 p.m., do it by 5:00 o'clock the
 25 next day or we are going to sue you. It is



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202-205

Page 202

1 extortion.
 2 **Q The question is about the cases that**
 3 **are included in the 1.25 million. It is all**
 4 **those cases that are referenced in the**
 5 **March 17th Settlement Agreement, right?**
 6 A I don't think so because as I recall
 7 there is other documents where there was some 2
 8 or \$300,000, I don't remember the amount, to pay
 9 for other cases. There were no other cases.
 10 **Q Well, I am going to get to that.**
 11 A There was an NBC case, but I got fired.
 12 So I didn't have anything to do with that.
 13 **Q But it did include the payout of their**
 14 **share of CNN -- Sandmann versus CNN, is that**
 15 **correct?**
 16 A Well, with all due respect, it is hard
 17 to understand what you are asking for.
 18 There was litigation pending on the
 19 March 17th agreement.
 20 **Q Yes.**
 21 A And now you are making a demand within
 22 less than literally 24 hours that I pay
 23 1.25 million, plus the lease, another 285, to
 24 buy out what was in litigation that was
 25 liquidated at 648,000. It made no sense. It

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1 client pays my clients 1.25 million
 2 immediately in satisfaction of the
 3 existing claims my clients intend to
 4 file, in which you have reviewed, to
 5 buy them out of the existing Settlement
 6 Agreement, attorneys' fees for this
 7 matter and claims for defamation and
 8 breach of the non-disparagement based
 9 upon today's events.
 10 MR. BEAL: That is good enough.
 11 THE WITNESS: I don't know what
 12 cases. I mean this was between you and
 13 Chris and Joey.
 14 BY MR. BEAL:
 15 **Q Right, so --**
 16 A I just saw the amount, plus the 285,
 17 plus the inexplicable rush to say at
 18 9:00 o'clock at night, agree to this by
 19 5:00 o'clock tomorrow afternoon, or we are going
 20 to file this slanderous, salacious, irrelevant,
 21 redundant Complaint to smear you, Mr. Wood.
 22 That was trying to force me to avoid the
 23 smears --
 24 MR. BEAL: I object to this.
 25 THE WITNESS: You can object if

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1 was extortion in my opinion.
 2 **Q So first of all, the litigation got**
 3 **filed after this was sent, right? So there**
 4 **wasn't pending litigation? There was a threat**
 5 **of litigation?**
 6 A There was pending litigation that --
 7 there was not pending litigation. There was the
 8 March 17th agreement.
 9 **Q Okay.**
 10 A And what came along with this was this
 11 obscene Complaint that was doing nothing but
 12 talking about me personally on irrelevant issues
 13 to smear me, to say I thought I was God, to say
 14 that I had problems with my children.
 15 MR. BEAL: I will object.
 16 THE WITNESS: The whole thing was
 17 extortion in my opinion.
 18 BY MR. BEAL:
 19 **Q My question to you is what cases are**
 20 **covered in this Demand? It references all the**
 21 **cases in the March 17th agreement, as well as**
 22 **other things.**
 23 A I don't see that.
 24 MR. BEAL: Can you read that?
 25 MS. BROWN: Sure. It says: Your

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1 you want to.
 2 MR. BEAL: This answer has nothing
 3 to do with the question. The question
 4 is --
 5 THE WITNESS: I can't understand
 6 the question candidly.
 7 BY MR. BEAL:
 8 **Q Can we identify the cases that are**
 9 **referenced in the Settlement Agreement in**
 10 **Exhibit 12?**
 11 A Here is the problem. Whatever they are
 12 you knew. This is your Email. I can't get into
 13 your mind. Don't want to. So you decide what
 14 cases you were talking about.
 15 MR. BEAL: Show him Exhibit 12
 16 THE WITNESS: I don't know how the
 17 cases go from \$648,000, which I think
 18 you admit --
 19 BY MR. BEAL:
 20 **Q I am going to tell you.**
 21 A You are going to testify?
 22 MR. BEAL: So there won't be much
 23 question.
 24 THE WITNESS: Are you going to
 25 testify or ask me questions?



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206-209

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1 BY MR. BEAL:
 2 **Q So the cases that are referenced under**
 3 **number 1, fee split for legal work involved**
 4 **Carbone versus CNN, Lindsey versus Clear Zone,**
 5 **Sandmann versus CNN, Grogan versus Aarons,**
 6 **Cordoba et al. versus Direct TV La Liberte**
 7 **versus Reid, is that correct?**
 8 A Those were the cases that were the
 9 subject matter of the March 17th Settlement
 10 Agreement.
 11 **Q Okay. Then we look at paragraph B,**
 12 **because those were the one's that had resolved**
 13 **or were in the process of resolving -- whoops,**
 14 **sorry -- paragraph D with respect to the pending**
 15 **Sandmann versus Washington Post and Sandmann**
 16 **versus CNN --**
 17 A No, NBC.
 18 MR. HARRISON: NBCUniversal.
 19 MR. BEAL: Sorry.
 20 THE WITNESS: There is no real
 21 difference.
 22 BY MR. BEAL:
 23 **Q Versus NBCUniversal. L. Lin Wood, PC**
 24 **shall pay to WGW and its members 10 percent of**
 25 **L. Lin Wood, P.C. contractual portion of any**

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1 heard. It is a simple question.
 2 THE WITNESS: I have been patient
 3 with you and I don't understand you
 4 getting to try to get me to figure out
 5 what your Email means.
 6 BY MR. BEAL:
 7 **Q I am trying to get you to identify what**
 8 **cases are referred to in the Settlement**
 9 **Agreement?**
 10 A I have told you that. It is right here
 11 in writing. Why are we taking time to tell you
 12 what is right in front of you.
 13 **Q Okay. So it is all of those fees. It**
 14 **does refer to claims as set forth in the**
 15 **attached Complaint?**
 16 A And I don't have that here, but there
 17 claims -- there were no claims for defamation
 18 made in that Complaint.
 19 **Q That is correct. Was there a claim for**
 20 **fraud in that Complaint?**
 21 A In that Complaint?
 22 **Q Yes.**
 23 A There was a claim for fraud in the
 24 inducement which has been released. It was a
 25 frivolous claim.

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1 **contingency fee received by L. Lin Wood, PC in**
 2 **connection with those cases.**
 3 **So the demand related to all of these**
 4 **cases, plus the Sandmann versus Washington Post**
 5 **case?**
 6 A How did you come up with the figure?
 7 You didn't ask anybody what the Washington Post
 8 settled for.
 9 **Q Don't ask me questions.**
 10 **It is a simple question?**
 11 A Let me answer, and I have been patient
 12 with you, Drew, this makes no sense to me, I
 13 have told you that I don't know what you are
 14 talking about.
 15 **Q Okay.**
 16 A Claims for defamation August of 2020.
 17 **Q Okay.**
 18 A That would have been I guess referring
 19 to what I said to Dexter King and to co-Counsel
 20 in the class action case, those were not viable
 21 claims of defamation because they were made with
 22 privilege. And you published them in your own
 23 lawsuit.
 24 MR. BEAL: I am going to object.
 25 Now this is the same speech we have

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1 **Q And then there was a claim for breach**
 2 **of contract, is that right?**
 3 A Absolutely because you didn't get the
 4 client to consent.
 5 **Q And then there was a claim for a breach**
 6 **of the non-disparagement agreement, is that**
 7 **correct?**
 8 A I don't recall that being in there.
 9 I am not saying it is not.
 10 **Q I am not trying to trick you. It was**
 11 **the third count?**
 12 A Was it based on the press release? The
 13 press release was done after the lawsuit was
 14 filed. I don't know what you are referring to
 15 about breach of non-disparagement based upon
 16 today's events. I don't know what you are
 17 talking about. But I guess you are talking
 18 about disparagement that occurred sometime
 19 before August 26th of 2020 at 9:10 p.m. I don't
 20 know what you are talking about.
 21 MR. BEAL: Excuse me.
 22 (Whereupon, an off-the-record
 23 discussion was held.)
 24 MR. BEAL: Let us take five and
 25 see if we can wrap up the rest of this.



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210-213

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1 MR. HARRISON: Okay.
 2 MR. BEAL: And we may be able to
 3 do that.
 4 (Whereupon, a short break was
 5 taken.)
 6 BY MR. BEAL:
 7 **Q Mr. Wood, a few follow-up questions and**
 8 **we will be all done.**
 9 A Is that a promise or a threat?
 10 **Q That is a promise. So looking at the**
 11 **August 26th Demand there was no Ad Damnum in the**
 12 **Fulton County lawsuit, is that correct?**
 13 A I don't have the lawsuit.
 14 **Q So you don't remember one way or the**
 15 **other?**
 16 A I don't remember what the Ad Damnum
 17 was. I am not even sure how closely I read it
 18 when I got it, because when I saw it it was for
 19 fraud inducement.
 20 **Q Since this demand settled all claims**
 21 **under the March 17th Settlement Agreement --**
 22 A Which Demand?
 23 **Q This Demand that we are looking at here**
 24 **on page 28 of the Complaint sent on August 26th.**
 25 A I am not sure I understand you. All

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1 **as other issues?**
 2 A You said for the breach of the
 3 Settlement Agreement --
 4 MR. HARRISON: Hang on. It is not
 5 a question. You are making a
 6 statement.
 7 BY MR. BEAL:
 8 **Q Is that true or false?**
 9 MR. HARRISON: There you go.
 10 THE WITNESS: What is the
 11 question?
 12 BY MR. BEAL:
 13 **Q The Demand sent from my office on**
 14 **August 26, 2020 to your attorneys at Alston &**
 15 **Byrd is among other things a settlement of all**
 16 **of the fee splits contained in the March 17th**
 17 **Settlement Agreement.**
 18 A Are you telling me that? Because I
 19 don't know that.
 20 Here is what I know, this Demand is
 21 extortion. You want me to pay you this money
 22 and then you are suing me for breach of
 23 contract. And then you are suing me for breach
 24 of contract.
 25 **Q So can you can you say yes or no to the**

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1 the claim were settled on March 17th.
 2 **Q So the Demand that was sent to you on**
 3 **August 26th states that it will be a settlement**
 4 **or a buyout of -- buy them out of the existing**
 5 **Settlement Agreement.**
 6 **So this Demand on August 26th settled**
 7 **all the fee split of cases referenced in the**
 8 **Settlement Agreement?**
 9 A Did you ask me is that my
 10 understanding?
 11 **Q Yes, is that the what the first two**
 12 **sentences state?**
 13 A It makes no sense. We settled
 14 everything on March 17th, and now you are coming
 15 back and giving me less than 24 hours to --
 16 MR. BEAL: I am going to object.
 17 I need a yes or no answer.
 18 THE WITNESS: It is not capable of
 19 a yes or no answer.
 20 MR. HARRISON: Drew, I --
 21 BY MR. BEAL:
 22 **Q Let me phrase it again. This**
 23 **Settlement Demand of August 26th references a**
 24 **settlement of all of the fee splits that are**
 25 **contained in the Settlement Agreement, as well**

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1 **question?**
 2 A I am telling you it is not capable of a
 3 yes or no answer. But the bottom line is --
 4 MR. BEAL: Object to the form as
 5 nonresponsive.
 6 THE WITNESS: Let me put it to you
 7 quickly.
 8 MR. BEAL: Do you understand my
 9 question?
 10 THE WITNESS: This letter was
 11 extortion. That is what I will tell
 12 you.
 13 MR. HARRISON: Can I respond?
 14 MR. BEAL: Yeah.
 15 MR. HARRISON: You are not asking
 16 a question. You made a statement a
 17 couple of times, and also you are still
 18 not allowing him to finish.
 19 I understand your position, but if
 20 you are going to go object to the
 21 responsiveness or you are going to move
 22 to strike, the proper way to handle
 23 that is to let the witness finish and
 24 then to make your objection. You
 25 haven't done it all day long. You have



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<p style="text-align: right;">Page 214</p> <p>1 done it over him. 2 So Lin, if you can answer it with 3 a yes or no, do so. 4 THE WITNESS: I think I have the 5 right to explain it. 6 MR. HARRISON: If you can answer 7 yes and no and then explain it, do so. 8 THE WITNESS: That is fine to do. 9 BY MR. BEAL: 10 Q As of August 28, 2020 in Nicholas 11 Sandmann versus Washington Post case had not 12 settled, is that correct? 13 A Are you talking about the 26th or the 14 28th? 15 MR. BEAL: Jus read back the 16 question, will you, please? 17 (Whereupon, the record 18 was read back as requested.) 19 MR. HARRISON: Sorry, did you mean 20 August 26th because that is the date of 21 the Demand? 22 MR. BEAL: (Nods). 23 MR. HARRISON: Okay. 24 Lin, do you understand? 25 THE WITNESS: I believe that it</p>	<p style="text-align: right;">Page 215</p> <p>1 had settled because I was always 2 mystified why you and Drew had never 3 asked anybody what it settled for. 4 Because your clients were entitled 5 under the March 17th agreement to 6 10 percent. 7 So how are you making a demand on 8 Washington Post without knowing what 9 your clients had agreed to and were 10 entitled to in the March 17th 11 agreement? It makes no sense to me. 12 That is why I think this is just 13 another element of extortion. 14 BY MR. BEAL: 15 Q And had you ever told your clients that 16 the Sandmann versus Washington Post case was as 17 good as or better than the Sandmann versus CNN 18 case? 19 MR. HARRISON: Object to the form. 20 THE WITNESS: You are talking 21 about the Sandmann's? You want me to 22 tell you what I told the Sandmann's? 23 MR. BEAL: Can you read the 24 question back. 25 (Whereupon, the record</p>
<p style="text-align: right;">Page 216</p> <p>1 was read back as requested.) 2 THE WITNESS: Number 1, I am not 3 going to tell you what I told my 4 clients, because that is 5 attorney-client privileged information. 6 But I will try to help you by 7 giving you my own analysis that was in 8 my mind at the time. I viewed the 9 Nicholas Sandmann cases, seven cases I 10 believe, I viewed them as in effect one 11 whole. So that I was looking more 12 towards what potentially he might get 13 from each case in terms of how that 14 total amount would compensate him for 15 the damage done, because it was 16 essentially the same defamation against 17 him in each case. 18 So it is not a new defamation, it 19 is just another pocket, when one of 20 them does the same thing another one 21 did. So clearly the Washington Post 22 case had some serious problems, because 23 the Judge dismissed it, and that was 24 after CNN had settled. He dismissed 25 the case and then I was able to</p>	<p style="text-align: right;">Page 217</p> <p>1 convince him to reverse himself and to 2 leave in for litigation one aspect of 3 the claim of defamation. 4 So I can only tell you that I was 5 looking at it as an entirety. Not one 6 case is better than the other. So I am 7 not going to tell you what I told my 8 clients, what I am going to tell you, 9 and I don't know what Todd told them, 10 and I could be wrong about when the 11 Washington Post case settled; but I 12 think it was before the 26th because I 13 remember that I was surprised as we got 14 to -- when I found out he didn't 15 consent that no one had ever asked 16 between March the 17th and that date 17 what happened to the Washington Post 18 case. I don't know if you asked Joey 19 and them or not, because they were 20 representing them. 21 BY MR. BEAL: 22 Q And did you ever tell the Plaintiffs 23 that you felt that the Washington Post case had 24 significant value, approximately equal to the 25 Sandmann versus CNN case?</p>



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1 A I can't remember the specific statement
 2 to that effect, but it wouldn't surprise me that
 3 somewhere along the way when they were working
 4 with me that I could have said we ought to maybe
 5 do as well in Washington Post as we did in CNN;
 6 but that is just an opinion and that changed.
 7 It changed based on what the offer was and what
 8 the clients were willing to take, and what Todd
 9 wanted to do it with it. I am not going to tell
 10 you the amount, but I am going to tell you that
 11 it was significantly less than CNN.
 12 BY MR. BEAL:
 13 **Q So the Plaintiffs' 10 percent of that**
 14 **amount based on what you had told them earlier**
 15 **in the case, that one fee amount could have**
 16 **equaled over a million dollars?**
 17 A No.
 18 **Q Unlikely?**
 19 A Unlikely.
 20 **Q Okay.**
 21 A I mean what you did was you pulled a
 22 number out of the air, without asking what it
 23 had settled for; and then you wanted to come
 24 back and re-settle what had already been settled
 25 and have me make demands to pay things that had

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1 **were?**
 2 A You know, I don't. It is kind of like
 3 when we were taking Elon Musk's deposition, and
 4 he called me a shake down lawyer. That is a
 5 phrase people use. You are extorting me. That
 6 lawyer is trying to extort me.
 7 So I know that I included in this press
 8 release, which Alston & Byrd assisted in the
 9 preparation of and edited, I specifically
 10 included a statement that I was not going to be
 11 extorted by this litigation. Nobody sued me for
 12 extortion. In fact, I had every reason to
 13 believe that you all had the good sense not to,
 14 because it was protected opinion. And then you
 15 only did it whenever you filed the liable case
 16 at the same time law 65 came out.
 17 MR. BEAL: Let me object.
 18 BY MR. BEAL:
 19 **Q The question was quite simply who were**
 20 **the other lawyers?**
 21 A 65 Project, excuse me. You know all
 22 about it.
 23 **Q The question was who are the other**
 24 **lawyers, and you are saying you don't remember?**
 25 A I would be trying to reconstruct who I

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1 already been settled that were the obligation of
 2 Johnathan and Nicole; or you were going to file
 3 a heinously, slanderous smear Complaint against
 4 me. I look at that in the totality. That in my
 5 opinion is extortion.
 6 **Q Let us turn over to page 29, and in the**
 7 **post there on -- you said: Yesterday I posted**
 8 **the Email below and suggested that in my opinion**
 9 **this Demand by Atlanta lawyer Andy Beal of**
 10 **Buckley Beal and Atlanta lawyers Nicole Wade,**
 11 **Johnathan Grunberg and Taylor Wilson of Wade,**
 12 **Grunberg & Wilson, LLC constituted an attempt to**
 13 **extort me. I know some other lawyers who agree**
 14 **with my opinion.**
 15 **Who are those other lawyers?**
 16 A I don't know who I talked to about it.
 17 I know that the statement that I issued after
 18 you all went out and filed this thing, couldn't
 19 wait to file, and it went international. You
 20 took the statements I had made in private about
 21 extortion and you blew it up around the world.
 22 You created your own damage if you got damaged
 23 at all; but I know that I had discussed it with
 24 some lawyers.
 25 **Q And do you remember who any of them**

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1 talked with at the time.
 2 **Q Okay.**
 3 A And I know that others, whether it was
 4 one or two, I know I talked with them, but not
 5 to retain them, the people I knew had law
 6 degrees; and I told them what was happening to
 7 me and there was a consensus yes, that is
 8 extortion.
 9 Extortion in the sense that if you go
 10 to anybody and start talking about these kinds
 11 of demands, it is always somebody saying I have
 12 had lawyers that are trying to extort you.
 13 MR. BEAL: I am going to object as
 14 nonresponsive.
 15 THE WITNESS: So the answer to
 16 your the question I know what I did
 17 with Chris and Joey, that is two
 18 lawyers who helped me do that
 19 statement.
 20 I don't remember the names of any
 21 others. I didn't go out and seek an
 22 official opinion, if that helps.
 23 BY MR. BEAL:
 24 **Q Okay, thank you.**
 25 **And Chris and Joey never told you that**



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1 any of these acts constituted extortion, but
 2 they reviewed a press release that you
 3 published, that you drafted, which used the word
 4 extortion and they did not edit it out, is that
 5 a fair summary of your testimony?
 6 A You said I prepared it. They helped
 7 prepare it.
 8 Q Okay.
 9 A They edited it and reviewed it and made
 10 suggestions.
 11 Q Did they come up with the word
 12 "extortion" or did you?
 13 A I believe it was in mine, but I know
 14 there are several red lines back and forth, and
 15 if it was mine I felt like if they thought it
 16 was a red flag they would have told me nobody
 17 thought it was a red flag they would have told
 18 me. Nobody thought it was a red flag.
 19 You didn't even think it was a red flag
 20 until you decided to sue me a second time.
 21 Q Did Chris or Joey ever give you a
 22 summary of the law of extortion?
 23 A No.
 24 Q Okay. On --
 25 A Extortion is extortion. You don't need

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1 were terminated in the Sandmann versus CNN -- in
 2 the Sandmann representation months after you
 3 entered into the Settlement Agreement, is that
 4 correct?
 5 A Of March 17th?
 6 Q Yes.
 7 A Yes, I believe that it was in February
 8 of 2021 when I was told that I was fired.
 9 Q Okay.
 10 A And I still at that time had five
 11 pending cases; and I made clear it was an honor
 12 and a privilege to represent him.
 13 I said that I am sure Todd would do a
 14 great job representing him.
 15 Q Okay.
 16 A And I wished him good luck.
 17 Q Thank you.
 18 Did Alston & Byrd ever tell you that
 19 client consent may not be required in the
 20 Sandmann versus CNN fee sharing?
 21 A No. They told me exactly what they
 22 told you in their letter to you of July 24th, I
 23 believe, 2020.
 24 Q Did they ever --
 25 A I didn't have anything to do with it.

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1 summaries of law. If you have the opinion you
 2 are being extorted and somebody trying to get
 3 you to give you money or get you to do something
 4 or you are threatening to hurt them with their
 5 family or hurt them with their clients, or hurt
 6 them in their dealings with the President of
 7 United States, you don't need a memo about
 8 extortion if you have any common sense.
 9 Q Okay. So a memo summarizing the law in
 10 this area wouldn't have helped you?
 11 MR. HARRISON: Object to the form.
 12 THE WITNESS: It wouldn't have
 13 changed my bona fide, good-faith
 14 opinion; and I have told you why a
 15 zillion times today. You know, I don't
 16 want to distort it.
 17 I have told you plenty of times
 18 why I believed it was extortion, and I
 19 think I am right.
 20 MR. BEAL: Off the record for one
 21 minute.
 22 (Whereupon, an off-the-record
 23 discussion was held.)
 24 BY MR. BEAL:
 25 Q A couple of follow-up questions, you

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1 Did Todd handle the settlement? I asked the boy
 2 to consent to it, and he didn't. He asked for
 3 documentation and then they wrote you the
 4 letter.
 5 Q Okay. Did Alston & Byrd, this is a
 6 very similar question, just yes or no, did
 7 Alston & Byrd ever tell you that there were some
 8 limitations on the application of Rule 1.5 E
 9 regarding division of fees between firms?
 10 A They never told me -- they never sent
 11 me any information, other than they gave me
 12 their opinion based on all the information that
 13 I provided them about the history of the law
 14 firm and what had happened. They told me that
 15 client consent was necessary; and if I did pay
 16 it without client consent I would be in
 17 violation of the ethical rules and I have never
 18 violated an ethical rule in my life.
 19 Q Have you ever made a claim against
 20 Alston & Byrd for legal malpractice related to
 21 their representation of you in this matter?
 22 A I don't know whether there was a formal
 23 letter on it. I don't think so. But it has
 24 been, and I am sure they are aware of it, and if
 25 they gave me the wrong advice and I am liable



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<p style="text-align: right;">Page 226</p> <p>1 for this money, I acted on their advice and I 2 certainly would expect them to be responsible to 3 indemnify me. 4 Q Did you ever have any of your attorneys 5 or you yourself write to anyone at Alston & Byrd 6 and set out those concerns or claims? 7 A I don't recall that occurring. 8 Ibrahim Reyes has been involved, and I 9 know we brought to the attention of Judge Brown, 10 and I think that is the judge in this case -- 11 MR. HARRISON: Uh-huh. 12 THE WITNESS: -- the potential for 13 there to be a lawsuit against Alston & 14 Byrd with Chris and Julie also being 15 witnesses in this case, and I think he 16 said something that you might even be a 17 witness. I wasn't there, so I am just 18 hearing it secondhand. 19 So it is not a secret. But my 20 view right now I don't have the money, 21 I don't have the time. I don't want to 22 waste my energy any more on litigation 23 than I have to. I have got more 24 important things to do related to my 25 eternity.</p>	<p style="text-align: right;">Page 227</p> <p>1 BY MR. BEAL: 2 Q Okay. 3 A So if it turns out that somebody says 4 that they were wrong and that client consent was 5 not necessary, then I would certainly expect 6 them to indemnify me, because I acted in 7 reliance on their advice; and they told you what 8 their advice was. It was never Lin Wood. It 9 was the lawyers telling Lin Wood if you pay it 10 without consent, you will violate the ethical 11 rules. 12 And I think you said send the 13 information, and I don't know whatever happened 14 to that. I know there was some discussion and 15 Todd said he wasn't going to send it. I don't 16 know why Todd would say that. I haven't talked 17 to him in ages, except to wish him good luck. 18 BY MR. BEAL: 19 Q So any claims that you made to Alston & 20 Byrd were made orally either by you or your 21 Counsel? 22 A I don't think they were technically a 23 claim made on them. 24 Q Okay. 25 A But I think there were discussions, and</p>
<p style="text-align: right;">Page 228</p> <p>1 I think there was a discussion with Judge Brown. 2 Q And do you believe that any claims you 3 might have against Alston & Byrd would be 4 controlled by a statute of limitations? 5 A Indemnification, the statute starts -- 6 if they end up being wrong, and I am stuck with 7 some type of a judgment, then I believe the 8 statute runs on indemnification. 9 Q So the statute of limitations on legal 10 malpractice would be tolled until such time as 11 you were damaged? 12 MR. HARRISON: Object to the form. 13 You can answer. 14 THE WITNESS: You are asking me a 15 question, I didn't do legal 16 malpractice. I think I did a couple 17 things peripherally. 18 I think the legal malpractice 19 statute is four years. Four years from 20 2021 would be 2024. Now whether that 21 is tolled when you are seeking 22 indemnification, I don't know. 23 Hopefully we will have this all 24 resolved before then. 25 BY MR. BEAL:</p>	<p style="text-align: right;">Page 229</p> <p>1 Q That is all I have got. Thank you very 2 much. I appreciate it. 3 A God bless you. 4 MR. HARRISON: Okay. 5 THE WITNESS: I will read and 6 sign. 7 MS. BROWN: We just need an 8 electronic copy. 9 MR. HARRISON: I will get it 10 expedited. I need it by Friday. 11 I will get a copy of the video. 12 (RESERVED SIGNATURE.) 13 (Whereupon, the videotaped 14 deposition of L. Lin Wood 15 was concluded at 16 approximately 4:23 p.m.) 17 18 19 20 21 22 23 24 25</p>



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C E R T I F I C A T E

STATE OF SOUTH CAROLINA:
 BEAUFORT COUNTY:

I, Ceil Weser, CSR and Notary
 Public in and for the above county and state, do
 hereby certify that the foregoing testimony was
 taken before me at the time and place
 herein before set forth; that the witness was by
 me first duly sworn to testify to the truth, the
 whole truth, and nothing but the truth, that
 thereupon the foregoing testimony was later
 reduced by computer transcription; and I certify
 that this is a true and correct transcript of my
 stenographic notes so taken.

I further certify that I am not of
 counsel to either party, nor interested in the
 event of this cause.

Ceil Weser

Ceil Weser, CCR
 Notary Public
 Beaufort, South Carolina

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ERRATA SHEET

CAPTION: NICOLE JENNINGS WADE, et al.
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DECLARATION UNDER PENALTY OF PERJURY
 I declare under penalty of perjury
 that I have read the entire transcript
 of my Deposition taken in the
 above-captioned matter or the same
 has been read to me and the same is
 true and accurate, save and except for
 changes and/or corrections, if any, as
 indicated by me on the COASTAL COURT
 REPORTING DEPOSITION ERRATA SHEET
 hereof, with the understanding that I
 offer these changes as if still under
 oath. Signed on the ____ day of
 _____, 2023.

L. LIN WOOD (Deponent)

SWORN TO and subscribed before me
 THIS ____ day of _____, 2023

NOTARY PUBLIC: _____

My commission Expires: _____

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SIGNATURE: _____ DATE: _____
 L. LIN WOOD

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 L. LIN WOOD

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<p style="text-align: center;">Exhibits</p> <p>PX-1 4:3 6:10,11,19</p> <p>PX-2 4:5 13:3,4,8</p> <p>PX-3 4:7 14:7,8,12 15:18</p> <p>PX-4 4:9 15:25 16:1,4</p> <p>PX-5 4:10 17:15,16,20 22:12 24:13 25:8</p> <p>PX-6 4:12 21:7,8,12 24:4 38:18 44:8 47:19,21 105:9</p> <p>PX-7 4:15 53:16,17 54:3 58:1 59:24 61:22 65:14 67:3 77:17 78:11,12 79:12 80:13</p> <p>PX-8 4:17 76:7,8,12 78:9</p> <p>PX-9 4:19 78:19,20,23 79:10 80:11 81:6 84:5</p> <p>PX-10 4:21 84:17,18,21,23</p> <p>PX-11 4:23 98:8,9,13 99:5</p> <p>PX-12 5:3 104:14,15,18 107:13 117:3,11 205:10,15</p> <p>PX-13 5:5 107:5,6,10</p> <p>PX-14 5:8 109:10,11,14 198:19,21</p> <p>PX-15 5:10 145:4,5,9 152:12</p> <p>PX-16 5:13 146:21,22</p> <p>PX-17 5:15 164:9,10,15</p> <p>PX-18 5:17 190:19,20</p> <p>PX-19 5:20 190:22,23</p> <p>PX-20 5:23 192:3,4,7</p> <hr/> <p style="text-align: center;">\$</p> <hr/> <p>\$1.25 201:6</p> <p>\$1.5 115:7,10 116:18 121:7 141:10 201:11</p> <p>\$10 156:19,20</p> <p>\$150,000 71:18,19</p> <p>\$250 147:5</p>	<p>\$275 146:2 152:4,10,18,20</p> <p>\$285,000 26:11 27:9 28:25 68:12 172:15 173:6,20</p> <p>\$300,000 202:8</p> <p>\$50,000 27:4</p> <p>\$648,000 205:17</p> <p>\$843,000 71:5</p> <p>\$850,000 15:13</p> <hr/> <p style="text-align: center;">(</p> <hr/> <p>(a) 145:25 147:4</p> <p>(b) 24:4 145:25 147:4</p> <hr/> <p style="text-align: center;">0</p> <hr/> <p>0 14:18</p> <hr/> <p style="text-align: center;">1</p> <hr/> <p>1 6:11,19 14:18 91:20 145:15 157:24 206:3 216:2</p> <p>1.25 115:7 202:3,23 204:1</p> <p>1.5 118:10 225:8</p> <p>10 84:18,21,23 206:24 215:6 218:13</p> <p>100 42:16 185:8</p> <p>103 184:8,20,21</p> <p>104 184:20 185:11</p> <p>105 186:8</p> <p>11 92:14 98:9,13 99:5</p> <p>11th 67:22</p> <p>12 104:15,18 107:13 117:3, 11 205:10,15</p> <p>120 42:16</p> <p>120,000 42:14</p> <p>13 107:6,10</p> <p>14 109:11,14 164:19,20 198:19,21</p> <p>14th 18:2 33:21 39:14,22 63:3 85:22</p>	<p>15 122:21 145:5,9 151:18 152:12 153:8,25</p> <p>150,000 69:11</p> <p>16 9:7 146:22 151:18 153:9,25 178:21</p> <p>17 21:15,24 35:24 162:22 164:10,15,24 172:9 185:24</p> <p>17th 22:23 23:7,25 24:10, 20,22 26:1 27:19,20,23 28:23 29:4,15 34:12 36:6 38:17 46:10 48:16 49:19 50:1,10 58:6,23 59:12,19 61:18 75:1 80:22,23,25 81:3,4,5 85:12 86:24 87:11 88:2 90:14,15 91:21 92:21 96:13,16,19 97:11 98:3,5,7 102:17 104:18,23 105:4,6 106:7,9,11 107:12 109:24 112:10 114:9,21 115:3 117:9,16 118:3,17,25 119:7 120:15 121:2 133:8, 14 135:11,25 155:2 157:3, 11 160:14 161:14 162:1,11 165:17 166:3,7 169:1,2,4, 10 170:4,7,13,14,16 171:25 172:3,12,14 186:18 188:20 189:17 193:22 201:13,16 202:5,19 203:8, 21 206:9 210:21 211:1,14 212:16 215:5,10 217:16 224:5</p> <p>18 190:20 191:2,3 196:2</p> <p>18th 21:17 109:4</p> <p>19 9:6 190:23 191:2,3,5,14 199:3,6</p> <p>1996 8:12</p> <p>1997 7:17</p> <p>1999 14:23</p> <hr/> <p style="text-align: center;">2</p> <hr/> <p>2 13:4,8 38:25 61:22 67:3 81:10 84:4 89:12 90:23,24 105:10 202:7</p> <p>20 7:14 40:13 105:13 106:1 122:21 192:4,7</p> <p>20-minute 83:8,11</p>	<p>200 26:10</p> <p>2015 9:1,6,11</p> <p>2016 10:4,6</p> <p>2018 99:10</p> <p>2019 23:16</p> <p>2020 17:24 18:2 21:15,24 51:10 53:2 54:5 58:2 64:5 73:21 74:1 88:2 97:3 99:18 102:17 111:3 114:8 118:23 135:2 139:3 172:9 173:15 178:1,3,10 185:25 191:24 207:16 209:19 212:14 214:10 224:23</p> <p>2021 43:3 52:9 110:17 199:4,6 224:8 228:20</p> <p>2022 109:24</p> <p>2024 228:20</p> <p>20th 25:21 41:13</p> <p>21st 128:5</p> <p>22 58:2 97:3 180:18</p> <p>22nd 59:24 65:14 76:17,20 84:24 88:4</p> <p>24 115:14,19 116:19 121:9 142:4 202:22 211:15</p> <p>24th 107:11 136:13 138:19 224:22</p> <p>25 12:19,24 198:22</p> <p>25th 17:23 24:15 28:11 29:5,15</p> <p>26 178:1,8 212:14</p> <p>26th 178:3,9 200:19 201:17,19 209:19 210:11, 24 211:3,6,23 214:13,20 217:12</p> <p>27 200:11,12</p> <p>27th 54:4</p> <p>28 210:24 214:10</p> <p>280 115:8</p> <p>285 202:23 204:16</p> <p>285,000 173:23</p> <p>28th 200:18 214:14</p>
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NICOLE JENNINGS WADE, et al. vs L. LIN WOOD
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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

NICOLE JENNINGS WADE,
JONATHAN D. GRUNBERG, and
G. TAYLOR WILSON,

Plaintiffs,

v.

L. LIN WOOD,

Defendant.

Case No. 1:22-CV-01073

**SECOND AMENDED NOTICE OF DEPOSITION
OF DEFENDANT, L. LIN WOOD**

PLEASE TAKE NOTICE that, under Federal Rules of Civil Procedure 30(b)(1), counsel for Plaintiffs will take the deposition of L. Lin Wood on March 13, 2023 at 10:00 a.m. at Meeting Room in SpringHill Suites by Marriott, 2227 Boundary Street, Beaufort, South Carolina 29902, by oral examination before an officer duly authorized to administer oaths. The deposition will be taken for the purposes permitted by law, including use at trial. The deposition will be recorded by stenographic and/or video-graphic means and will continue day to day until finished.

[SIGNATURE FOLLOWING PAGE]



This 1st day of March, 2023.

/s/ Milinda L. Brown
Andrew M. Beal
Georgia Bar No. 043842
Milinda L. Brown
Georgia Bar No. 363307

BEAL, SUTHERLAND,
BERLIN & BROWN, LLC
945 East Paces Ferry Road, NE
Suite 2000
Atlanta, GA 30326
678-439-0330
drew@beal.law
milinda@beal.law

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

NICOLE JENNINGS WADE,
JONATHAN D. GRUNBERG, and
G. TAYLOR WILSON,

Plaintiffs,

v.

L. LIN WOOD,

Defendant.

Case No. 1:22-CV-01073

CERTIFICATE OF SERVICE

I hereby certify that on this day I electronically filed the foregoing *Second Amended Notice of Deposition of Defendant, L. Lin Wood* with the Clerk of Court using the CM/ECF system which will automatically send email notification of such filing to all counsel of record.

R. Christopher Harrison
Downey & Cleveland, LLP
288 Washington Avenue
Marietta, GA 30060
harrison@downeycleveland.com

L. Lin Wood
L. Lin Wood, P.C.
P.O. Box 52584
Atlanta, GA 30355
lwood@linwoodlaw.com

Ibrahim Reyes
Reyes Lawyers, P.A.
236 Valencia Avenue
Coral Gables, FL 33134
ireyes@reyeslawyers.com

This 1st day of March, 2023.

/s/ Milinda L. Brown
Andrew M. Beal
Georgia Bar No. 043842
Milinda L. Brown
Georgia Bar No. 363307

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From: Nicole Jennings Wade <nwade@wglawfirm.com>
Sent: Thursday, December 03, 2020 at 11:49:33 AM EST
To: "Jonathan Grunberg" <jgrunberg@wglawfirm.com>; "Taylor Wilson" <twilson@wglawfirm.com>
Priority: Normal
Sensitivity: Normal
Subject: FW: Ramsey

On 10/12/18, 12:25 AM, "Lin Wood" wrote: I think it is only fair to you that I go ahead and make a firm deal with you on your shares of any net contingency fee received in the Ramsey cases. I cannot recall amount of my total % fee (either 40 or 45% as I may have gone higher due to the anticipation of local counsel fee). I would like each of you to send me separately and in confidence, now you would like to see the net fee divided. Please anticipate the amount of work you expect to put into the file. Also, recognize that I will be footing the advance expenses. If you would like to suggest a division that has a floor but flexibility based on actual work, please give me your thoughts. I will say that it would be my preference to go ahead and make a firm deal with you which invests you in the case and incentivizes effort commensurate with % amount. I guess there could always be an option to adjust within a range up or down based on actual effort. That might be viewed as an opportunity to reduce more if effort merits or less if something happens and you are unable for whatever reason to fulfill your commitment. That up or down range could be 2.5 to 5% either way, as one idea. Let me hear from you (separately) and I will promptly get the fee agreement pinned down after considering your suggestions. Thanks. LLW L. Lin Wood L. LIN WOOD, P.C. 1180 West Peachtree Street Suite 2400 Atlanta, GA 30309 Telephone: (404) 891-1402 Direct Dial: (404) 891-1406 Facsimile: (404) 506-9111 E-Mail: lwood@linwoodlaw.com Sent from my iPhone

WGW 001883



From: Nicole Jennings Wade <nwade@wglawfirm.com>
Sent: Thursday, December 03, 2020 at 11:53:32 AM EST
To: "Jonathan Grunberg" <jgrunberg@wglawfirm.com>; "Taylor Wilson" <twilson@wglawfirm.com>
Priority: High
Sensitivity: Normal
Subject: FW: Ramsey Cases

From: Lin Wood <lwood@linwoodlaw.com>
Date: Friday, October 12, 2018 at 1:11 PM
To: Taylor Wilson <twilson@linwoodlaw.com>, Jonathan Grunberg <jgrunberg@linwoodlaw.com>, Nicole Wade <nwade@linwoodlaw.com>
Subject: Ramsey Cases

In its final act before the weekend, the executive committee, after considering you individual suggestions, rejected them all regarding compensation in the Ramsey cases. By a unanimous vote of 1-0, you are each awarded **16%** of the net contingency fee to LLW PC in the Ramsey cases. The cases need and merit your full commitment and best efforts to insure a successful resolution of the cases.

The award also allows the President (that would be me) to exercise his unquestionably wise discretion to raise or lower each percentage by no more than 5% depending on the result and efforts expended.

My advice remains the same: maximize your efforts!

Thank you.

LLW

L. Lin Wood
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E-Mail: lwood@linwoodlaw.com

NOTICE: This communication may contain privileged or other confidential information.

WGW 001881



If you are not the intended recipient, or believe that you have received this communication in error, please do not print, copy, retransmit, disseminate, or otherwise use the information. Also, please indicate to the sender that you have received this communication in error, and delete the copy you received. Thank you.

WGW 001882

From: Nicole Jennings Wade <nwade@wgwlawfirm.com>
Sent: Thursday, December 03, 2020 at 11:52:14 AM EST
To: "Taylor Wilson" <twilson@wgwlawfirm.com>; "Jonathan Grunberg" <jgrunberg@wgwlawfirm.com>
Priority: Normal
Sensitivity: Normal
Subject: FW: Unsworth v. Musk

On 10/12/18, 11:22 AM, "Lin Wood" wrote: At a reconvened meeting of the executive/compensation committee this morning by unanimous vote, the committee awarded each of you 15% of the net contingency fee to LLW PC in this case. The case needs and merits your full commitment to the successful resolution of the case. The award allows the President to exercise his impeccable discretion to raise or lower each percentage by no more than 5% depending on result and effort expended. The committee is also waiting to hear from you on Ramsey but is strongly considering the same fee division in the Ramsey cases. Let me hear from you on those matters before the vote. My advice: maximize your efforts! Thanks. L. Lin Wood L. LIN WOOD, P.C. 1180 West Peachtree Street Suite 2400 Atlanta, GA 30309 Telephone: (404) 891-1402 Direct Dial: (404) 891-1406 Facsimile: (404) 506-9111 E-Mail: lwood@linwoodlaw.com Sent from my iPhone

WGW 001891



IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

DAVIDE M. CARBONE,)
)
Plaintiff,)
)
v.)
)
CABLE NEWS NETWORK, INC.,)
)
Defendant.)

Case No. 1:16-cv-01720-ODE

SETTLEMENT STATEMENT

GROSS RECOVERY.....
LESS ATTORNEY'S FEES.....
 L. LIN WOOD, P.C.....
 WARGO FRENCH LLP.....
GROSS RECOVERY MINUS ATTORNEYS FEES
LESS UNREIMBURSED EXPENSES
 L. LIN WOOD, P.C.....
 WARGO FRENCH LLP.....
 S.G. EVANS LAW.....
TOTAL NET RECOVERY TO CLIENT.....

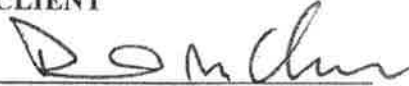


The undersigned client has accepted the above disbursement acknowledging the same to be true and correct and gives the law firm of L. Lin Wood, P.C. (LLW PC) the authority to receive the settlement funds into an escrow account and make the disbursement from that account as set forth above and pursuant to the terms hereinafter set forth in this Settlement Statement. Client approves any division and disbursement of LLW PC attorney's fees pursuant to an agreement satisfactory to LLW PC entered into on or after the date of this Settlement Statement. Any purported fee division agreement by LLW PC prior to the date of this Settlement Statement is not approved and should be considered null and void.



The client acknowledges that he has made his own independent decisions about how to invest the settlement funds. The client acknowledges that the attorneys are not financial or tax professionals and that the attorneys have made no suggestion or representation whatsoever as to any investment option being the proper investment to be made by client, or the tax consequences of this confidential settlement.

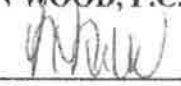
CLIENT



Davide Carbone

Date: 2/25/2020

L. LIN WOOD, P.C.



L. Lin Wood

Date: 2/25/20

Gmail - Re: Moving Forward

https://mail.google.com/mail/u/0?ik=21b2d4a79c&view=pt&sc...

Lin 

L. Lin Wood
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E-Mail: lwood@linwoodlaw.com

Sent from my iPhone

On Feb 17, 2020, at 10:13 PM, Lin Wood <lwood@linwoodlaw.com> wrote:

Agreed.

“What seems to us bitter trials are often blessings in disguise.” - Oscar Wilde

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Sent from my iPhone

On Feb 17, 2020, at 9:10 PM, Taylor Wilson <georgetaylorwilson@gmail.com> wrote:

Lin,

Thank you for the conversation we had tonight. This email will confirm our discussion and agreement regarding the following, giving us all an opportunity to forge ahead.

1) Case fees:

(a) Sandmann v. CNN: L. Lin Wood, P.C.'s ("LLW PC") share of the fee is an estimated . You proposed to split the fee 50/50% between your firm and us ("us" referring to Nicole, Jonathan, and I as a



group), which is particularly generous given your commitment of \$100,000 from your portion of the fee to Todd McMurtry and his firm to help resolve his dispute with his partner.

(b) Carbone v. CNN: LLW PC's share of the fee is an estimated [REDACTED] \$91,000. You proposed to split the fee 40% to LLW PC and 60% to us.

(c) Lindsey: LLW PC's share of the fee is an estimated [REDACTED] \$12,750. You proposed to split the fee 20% to LLW PC and 80% to us.

(d) Grogan v. Aaron's: Our best belief is that LLW PC's fee will be approximately [REDACTED] \$65,000 subject to court approval. You proposed to split the fee 20% to LLW PC and 80% to us.

(e) Cordoba v. DIRECTV: It is unknown at this time what the ultimate fee may be, if any. You proposed to split the fee 20% to LLW PC and 80% to us.

We accepted all of your proposals, as they were extremely fair and more generous than our proposals. Additionally, as we discussed earlier with respect to La Liberte v. Reid, we agreed to split the fee 20% to LLW PC and 80% to us.

Also as discussed, Nicole, Jonathan, and I have agreed to work out the "us" fee divisions amongst ourselves. We anticipate re-activating Wade, Grunberg & Wilson LLC.

2) Additional issues:

We agreed to speak with Kimmy and use our best efforts to influence her as to the benefits of returning to work with you, including without limitation by describing to her how much we appreciate your willingness to work with us and how well we were able to work with you on resolving issues tonight, the positive influence you have had on her and our lives these last many years, and that you will pay her \$120,000/year if she comes back to work for LLW PC. We have arranged to speak with her as a group first thing in the morning, and I will reach out to her tonight individually.

Taylor agreed to close out the Sandmann v. CNN settlement and has emailed Todd McMurtry per your later request.

Gmail - Re: Moving Forward

<https://mail.google.com/mail/u/0?ik=21b2d4a79c&view=pt&se...>

Jonathan agreed to handle the Carbone meeting on February 19 to conclude our obligations with respect to that agreement and representation.

We will get back to you tomorrow updating you on our new contact information. Again, we very much appreciate your fairness and generosity in these discussions with us, and we appreciate more than you know all that you have taught us and the opportunities you have provided for us over the years.

Love,
Taylor
Jonathan &
Nicole

Taylor Wilson
678-787-0216

Gmail - Re: Moving Forward

https://mail.google.com/mail/u/0?ik=21b2d4a79c&view=pt&se...



Nicole Jennings Wade <nicolejenningswade@gmail.com>

Re: Moving Forward

1 message

Lin Wood <lwood@linwoodlaw.com>

Tue, Feb 18, 2020 at 11:26 AM

To: Taylor Wilson <georgetaylorwilson@gmail.com>, Jonathan Grunberg <jgrunberg@gmail.com>, Nicole Jennings Wade <nicolejenningswade@gmail.com>

Cc: Taylor Wilson <twilson@linwoodlaw.com>, Jonathan Grunberg <jgrunberg@linwoodlaw.com>, Nicole Wade <nwade@linwoodlaw.com>, Kimmy Hart Bennett <khart@linwoodlaw.com>, Chelsea Gray <cgray@linwoodlaw.com>

All,

God does work in mysterious ways!

The offer regarding you returning to the physical office at Suite 2040 is withdrawn.

If there is anything I can do to help you in your search for office space, let me know. I remember my first office at 620 Carnegie Building in Atlanta. Wood & Moore. It was fun.

Please let me have your personal email addresses and the correct phone numbers if I need to reach out to you for any reason or on any matter.

You can reach out to me when you are ready to arrange with me the pick up of your personal office furniture.

Remember, have fun doing what your are doing!

Love you!

Lin

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E-Mail: lwood@linwoodlaw.com

Sent from my iPhone

On Feb 18, 2020, at 3:00 AM, Lin Wood <lwood@linwoodlaw.com> wrote:

All,

I just left Taylor a voice mail message. I know it is late but God woke me from a hard sleep to write these

words to you:

"God only hears our love for him through the words of our lips. God only believes our love for him through our acts and deeds toward others."

By my free will I choose to believe these words mean that you should return to work tomorrow at Wood, Wilson, Grunberg & Wade. Existence and address already announced to many. Internal battles that have now been resolved are known only to a chosen few. "Many will come, few will be chosen."

Under this proposal made known to me this early morning, we could act as follows and return immediately to serving our clients:


1. Kimmy could come by my house this morning and pick up the new key to the office door to open the office door for you.
2. As an act of faith in you, I have called Tyler and returned access to emails and Dropbox. I will discuss passwords for email so that you can establish your own password. Dropbox access will remain the same as before.
3. I could call and reinstate directory to WWGW. The door sign is already in place. I could call and have name WWGW completed for inside wall.
4. We could ALL easily return to work to promptly continue working to serve ALL of our clients. We would ALL be in close proximity to each other in the event of the foreseeable need to rely on each other.
5. We could have Patrick Norris prepare a written operating agreement that clearly defines our firm's rights, obligations, and protections under my lease and for our individual agreements on a case by case basis as well as shared office overhead (including Chelsea).
6. Each firm would then be free and able to exercise its own free will without interference from the other.
7. We would fulfill our previously announced intention to the many members of the public and clients with respect to our new arrangement. Only a few would know of the turmoil we suffered to forge our new clearly defined physical union.


Abraham LINCOLN said "United we stand, divided we fall." We ALL know that a broken heart once restored is stronger than before. We ALL can chose to believe that the process suggested to me tonight by my God will be easier for ALL of us regardless of our respective choice of faiths.

All means All. Always has. Always shall.

Let me know this morning after you speak with Kimmy whether you agree with me that it is time to get back to healing under a clear and legally binding agreement to physically work together as we put our clients interests ahead of our own. Our furniture is already in place and can remain so. It is located where we voluntarily choose to locate our hearts.

Let me know what you voluntarily choose to decide. I only urge you to choose wisely. Then we can ALL exercise our choices with discernment.

Your linwoodlaw.com e-mail accounts have been re-activated. Dropbox access too. Building access cards can be re-activated easily by Kimmy this morning. Parking passes have remained intact. 

I love you. 

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Nikki Baker

From: Lin Wood <lwood@linwoodlaw.com>
Sent: Saturday, February 22, 2020 9:15 PM
To: Nikki Baker
Subject: Fwd: Taylor, Jonathan, and Nicole

Follow Up Flag: Follow up
Flag Status: Flagged

FYI to Todd.

L. Lin Wood
L. LIN WOOD, P.C.
1180 West Peachtree Street
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Atlanta, GA 30309
Telephone: (404) 891-1402
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E-Mail: lwood@linwoodlaw.com

Sent from my iPhone

Begin forwarded message:

From: Lin Wood <lwood@linwoodlaw.com>
Date: February 22, 2020 at 2:42:00 AM EST
To: "Todd V. McMurtry (tmcmurtry@hemmerlaw.com)" <tmcmurtry@hemmerlaw.com>
Subject: Taylor, Jonathan, and Nicole

Todd,

As you can easily see from the late hour of this email, I am spending entirely too much time dealing with the foolishness of Taylor, Jonathan, and Nicole. Time I should be spending resting or dealing with important matters like D.C. and the pending and future cases for Nicholas. By separate emails, I have sent you exchanges between me and their attorney, Andy Beal which occurred earlier tonight. I know Andy Beal's law partner, Ed Buckley. Ed represented Ginger White and her claims against my client, Herman Cain. Ed is a flaming liberal who would do anything to damage President Trump and the President's conservative agenda.

I can explain more to you tomorrow by phone but I would like to ask you to consider preparing a letter from you to Beal and a letter signed by Ted and Julie to you or Beal making clear that it is there express directive that no fees be paid to Taylor, Jonathan, and Nicole that exceed a quantum meruit basis regardless of any agreement I made or attempted to make to get rid of their foolishness to prevent it from harming my future efforts for Nicholas and others. That is, they and you should demand that on a fair and reasonable attorney hourly fee for documented fair and reasonable hours spent on the CNN

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WGW 002072

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settlement. In short, Taylor, Jonathan, and Nicole are trying to claim 50% of my fee while attempting to stick me with 75% of the outstanding liability owed on the office lease. Their greed will not be honored by any court. But their efforts to be greedy could damage me, my family, my legacy, and my clients-which include your clients, the Sandmanns, if the disputes become public. This needs to be nipped in the bud and quickly so.

Would you please be willing to call me in the morning and let me give you the basic details of what is going on and exactly what I would like for you to consider doing for me and what I would like for Ted and Julie to consider doing for me which I believe will bring this foolishness to an abrupt and unhappy ending for Taylor, Jonathan, and Nicole. If they realize that they are not going to receive [REDACTED] for the CNN case, they will have NO ability to finance their frivolous claims regarding the fees in CNN and the remaining office lease liability. Worse case scenario will be that I will be authorized by the clients to hold my PC's portion of the CNN fee in my escrow account pending final resolution of the disputes between me and WGW. That alone will cut off their ability to finance and publicize their BS claims against me.

I will look forward to hearing from you and I am very much looking forward to seeing you, Kyle, and will be in Greensboro on Sunday morning. I am confident we will have a meaningful and important discussion on the future handling of the salmon matters. A future which is very, very bright, but is being dimmed to a potentially large extent by the foolishness or threatened foolishness of Taylor, Jonathan, and Nicole.

I had earlier attempted to send you a more detailed email on my cell phone. It froze so I am sending this email. If I can get my phone unfrozen, I will also send you that email which will make my requests more clear to you. We may be able to nip this in the bud by an email letter from you tomorrow (Saturday) to Beal. It would be nice to have this off the deck on or before Sunday but Monday will still work.

Thank you, Todd.

Lin

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E-Mail: lwood@linwoodlaw.com
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CONFIDENTIAL
WGW 002073

NLB000024

Nikki Baker

From: Lin Wood <lwood@linwoodlaw.com>
Sent: Saturday, February 22, 2020 9:20 PM
To: Nikki Baker
Subject: Fwd: WGW

My last email of the evening to Beal. Todd's letter to follow.

L. Lin Wood
L. LIN WOOD, P.C.
1180 West Peachtree Street
Suite 2040
Atlanta, GA 30309
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Direct Dial: (404) 891-1406
Facsimile: (404) 506-9111
E-Mail: lwood@linwoodlaw.com

Sent from my iPhone

Begin forwarded message:

From: Lin Wood <lwood@linwoodlaw.com>
Date: February 22, 2020 at 7:29:07 PM EST
To: "abeal@buckleybeal.com" <abeal@buckleybeal.com>
Cc: Todd McMurtry <tmcmurtry@hemmerlaw.com>, Kimmy Hart Bennett <khart@linwoodlaw.com>
Subject: WGW

Andy,

I could spend a considerable period of time tonight listing all of the individuals and entities with whom I believe you need to speak in order to perform due diligence as the legal and factual viability of your clients' alleged claims. I am not going to do that tonight. Instead, I am going to rest at my lake house at Reynolds. A quiet place which is conducive to peace and quiet. I have some very important people coming to town tomorrow for a very important all day long meeting.

Suffice it to say that my list of witnesses on my behalf will be quite long if I feel the need to provide a list to you. It will contain some individuals who your clients "think" will support their claims. They are wrong.

The massive and overwhelming amount of documentary and testimonial evidence in this case will support my position be clear and convincing evidence. If I am right, and I and others believe I am, further discord, disagreement, or even God forbid, litigation will destroy the chances your clients have if building a successful and financially viable law firm. I have had a tough last three months. I have had some problems with my family that relate in part to my religious faith and how I spoke about it when I simple should have been living it by my acts and deeds for others.

Your clients jumped on the bandwagon. And in the process of thinking they were going to somehow harm me under the guise of claiming to help me, they have only harmed themselves. I want the damage



and pain to stop before it gets worse.

I have prayed for the last couple of days seeking God's will on how to deal with the situation.

I now suggest that you and your clients, after reviewing the basic facts and the reality of the identity of the parties, make a settlement offer to me on all issues.

Your clients have already created the involvement of my clients, The Sandmann Family. With respect to the Sandmann v. CNN case, your client will have to submit to me their actual hours worked on the CNN matter and Their proposed hourly rate. Taylor can include any hours that he feels were reasonably dedicated to CNN when he began his initial search for actionable broadcasts or articles. To be clear, I will not pay Nicole Wade any money on the Sandmann v. CNN case. So only Jonathan and Taylor need to bother with compiling and submitting to you to provide to me their actual hours worked or their best estimate of them.

I think you will agree that your clients need to return as soon as possible to Suite 2040 and get back to the business of practicing law. I think your clients offer should include a settlement of each each individual case other than Sandmann v. CNN (the quantum meruit position as to that case is not negotiable) to which they seek a final and binding agreement with me – not one that was coerced it obtained by deceit or the lack of full disclosure. I will be reasonable with them although under the circumstances, I am less inclined to define fairness on the terms that they earlier defined it. But I am a fair and reasonable man and lawyer.

If your clients want to move on with their lives and practice law in their own law firm, they have an excellent opportunity to start doing so early next week. The office is theirs too. They are Collectively liable for 75% of the lease obligations. For the next 2-3 months, it is also my office and I shall during that time, pay my 25% and shall continue to pay my 25% for the remaining term of the lease unless discounted to present cash value in an amount satisfactory to the landlord.

All parties need to simply treat each other with fairness, dignity, and respect. Under the circumstances, I would expect no more but I shall not tolerate anything less.

If your clients have incurred any out-of-pocket expenses in terms of practicing law in a temporary office, I will cover those expenses upon proof of actual payment from the date I asked them to leave the office to and through Monday, February 24. The liability for those out-of-pocket expenses may very well be on the landlord for building, but I have informed the building that I will take care of them as I do not want the building to be adverse to any of its tenants, including the parties involved in this dispute. That is all I am willong to do with respect to your client's temporary office.

I am not going to pay any attorney's fees voluntarily. Nor am I going to demand that your clients reimburse me for the extensive attorneys' fees that I have incurred having to deal with their foolishness and false accusations.

Enough is always enough. I think all the parties have had enough of this artificial dislike for each other. I have some long-standing issues with Nicole Wade and those are best resolved another day, if at all. They should not stand in the way of a resolution of the parties respective disputes and claims at this time.

I do not know and only time will tell whether any party to this dispute has learned any lessons from the lessons that have been taught. I know that I have learned a lesson that I need to practice law on my own. I have the free will of a herd of thundering buffalo. I do not react well when other lawyers try to impose their free will on mine. I will be out of the present offices by the end of March or the middle part of April. Until I leave, the signage on the office shell remain L Lin Wood, PC. After our vacate, your clients

are free to change the signage to any name they wish as long as it does not contain my name.

If your clients truly desire to end this artificial dispute, then let's get the matter settled do everyone, personally and professionally, can move on with their lives on this earth. Maybe in the process of getting it settled, we can one day rebuild some part of the relationship and if we do, that part of the relationship may be stronger when rebuilt then the entire relationship was at the time it was torn down. With time, your clients may even be able to reestablish a relationship with me that will allow Todd McMurtry and I to feel comfortable involving them in future matters for Nicholas Sandmann. We have no intention at the present time of doing so, but future conduct may alter our present thinking. Todd is a fair and reasonable man too.

Whatever agreement we reach as to individual cases, that agreement needs to be spelled out in writing and be very clear As to the rights and obligations of each party. I believe that all parties should also enter into a clear and binding non-disparagement agreement. I believe the terms of the lease are clear and or binding on all of us, including the landlord/building owner. If those terms need more clarity, that clarity will have to come from the landlord.

To be clear, my "witness" list if ever necessary shall include all of my children and my former wife. It will include my neighbors. It will include close friends of mine for many years, many of whom are highly respected and long-standing business and community leaders. It will include my housekeepers, one of whom has worked with me for 34 years. It will include my accountant who has served me in that capacity since 1983. It will include many lawyers who have known me and worked with me over many years. It will include a large number of my former law partners who worked with me at Powell Goldstein and Bryan Cave. It will include many distinguished judges It will include many distinguished judges and leaders of the local, state, and national bar organizations. It will include my former law partner of almost 12 years, Wayne Grant. It will include my former law partner of almost 12 years, Wayne Grant. It will include my friends, Rick Miller and Cherie Fuzzell. It will include my former law partner and now a distinguished lawyer at war go French, Stacey Evans. It will include a large number of members of the legal academic world, including high-ranking individuals at various law schools around the country. It will include media defense lawyers who have worked with me and against me for years, including in the past six months and specifically, the past several weeks. It will include my medical doctor who treated me for over 25 years. It would include many, many individuals who concur in the opinion of Dr. Phil - friends and clients - past, present and future. In fact, if your clients had to be cross-examined under oath, they would end up being witnesses on my behalf and not their own. But enough about my witness list. Suffice it to say that my supporting witness List will be extremely long and extremely powerful. So let's return to the real issue - an amicable resolution of the disputes.

I have learned many lessons from 47 years of practicing law at the highest level in various jurisdictions around the country And in a large number of high profile cases on a national, if not international, basis.

I have a great deal of wisdom. I would like to think I have developed a large measure of discernment. I discern that is time for these disputes to be resolved without further delay.

Please have your clients be reminded that when an individual is tired and has been under attack by his family and law partners and friends, at various and specific times, whether justified or not, his judgment may be occasionally clouded. But over the course of the past 3-4+ months, my judgment has been remarkably accurate in most situations most of the time.

It is past time for all of us to let go of this dispute and move on with our lives.

The ball is now in your clients' court. I only ask that all of you choose wisely when you decide which direction to pass the ball.

I will look forward to hearing from you. hopefully on Monday. But I am on God's time and it is what it is.

With highest personal and professional regards,

Lin

PS: Please forgive any typos. I dictated this email on my iPhone from my heart, not my brain.

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Sent from my iPhone

Nikki Baker

From: Lin Wood <lwood@linwoodlaw.com>
Sent: Saturday, February 22, 2020 9:35 PM
To: Nikki Baker
Subject: Fwd: L. Lin Wood, P.C./Confidential

Follow Up Flag: Follow up
Flag Status: Flagged

Todd's e-mail to Beal. Perfect!

L. Lin Wood
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E-Mail: lwood@linwoodlaw.com

Sent from my iPhone

Begin forwarded message:

From: Todd McMurtry <tmcmurtry@hemmerlaw.com>
Date: February 22, 2020 at 12:49:28 PM EST
To: "abeal@buckleybeal.com" <abeal@buckleybeal.com>
Cc: Lin Wood <lwood@linwoodlaw.com>
Subject: L. Lin Wood, P.C./Confidential

Dear Mr. Beal:

I write as counsel for Nicholas Sandmann and his parents, Ted and Julie Sandmann.

Lin Wood has advised me that you represent Nicole Wade, Jonathan Grunberg and Taylor Wilson. I understand that your clients left L. Lin Wood, P.C. and together have established a new law firm. Finally, Lin advised me that your clients now claim some portion of the Sandmann fees to be paid from the settlement with CNN. I hope that your clients have advised you that the terms of the settlement are strictly confidential. The Sandmanns will hold you, your firm and your clients accountable should any information about the settlement be made public. I strongly recommend that your clients not share with you any of the terms of the settlement.

While Lin is the lead counsel in the Sandmann cases, I have maintained the primary relationship with our clients. I chose to hire Lin Wood to represent Nicholas Sandmann and intend for that relationship to continue. I have advised the Sandmanns that there may be dispute between Lin and his former colleagues. They have authorized me to take



actions necessary to protect their son's interest in the CNN settlement. To that end, I wish to advise you that upon the court's approval of the minor's settlement, I will deposit the CNN settlement monies into my firm's escrow account, distribute monies to Nicholas Sandmann, distribute fees to my firm and pay to L. Lin Wood, P.C. its costs and expenses. I, however, will not distribute monies to your clients or Lin Wood for fees owed absent an agreement among the parties or an order by a Kentucky court directing me to disburse the monies in a particular manner.

Further, it is my opinion that the Sandmanns control the fees to be paid from the CNN settlement and at best are obligated to pay your clients in quantum meruit for their services. Absent an agreement, we do not and shall not agree that any fees due to L. Lin Wood, P.C. be divided with any other lawyers except on a quantum meruit basis. We believe this position is consistent with our agreement with L. Lin Wood, P.C. and the law in general.

Please contact me if you have any questions.

Todd V. McMurtry
250 Grandview Drive, Suite 500
Ft. Mitchell, Kentucky 41017
Phone: (859) 344-1188
Fax: (859) 578-3869
tmcmurtry@hemmerlaw.com
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WESSELS
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Nikki Baker

From: Lin Wood <lwood@linwoodlaw.com>
Sent: Saturday, February 22, 2020 9:16 PM
To: Nikki Baker
Subject: Fwd: A good idea!

Follow Up Flag: Follow up
Flag Status: Flagged

Another email to Todd.

L. Lin Wood
L. LIN WOOD, P.C.
1180 West Peachtree Street
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E-Mail: lwood@linwoodlaw.com

Sent from my iPhone

Begin forwarded message:

From: Lin Wood <lwood@linwoodlaw.com>
Date: February 22, 2020 at 2:58:42 AM EST
To: Todd McMurtry <tmcmurtry@hemmerlaw.com>
Subject: A good idea!

Todd,

I am very much looking forward to seeing you, Carl, and Will on Sunday morning in Greensboro at the airport.

Taylor, Jonathan, and Nicole have hired a lawyer and there are numerous disputes and issues between us including defamation by them, their breach of fiduciary duties owes to me and payment of office costs, including monies owed under the lease. They are all making ridiculous claims about my right to solely represent MY existing clients.

One of the disputes involves their claim to a share of the contingency fee due to L. Lin Wood PC from the Sandmann versus CNN settlement.

There was no oral or written agreement between me and any of those lawyers concerning any share of my firm's fee in the CNN case. While there has historically been such agreements documented in writing in the past, absolutely no such agreement was made orally or in writing with respect to any of the Sandmann cases, pending or to be pursued in the future.

Unbeknownst to me, Taylor, Jonathan, and Nicole have been planning for some period of time to leave the office sharing agreement which has existed through and including February 15.



I have tried to negotiate with Taylor, Jonathan, and Nicole about a fair percentage or payment for their efforts in relationship to the CNN case. Those efforts on my part have varied between offering an hourly quantum meruit payment to a demand by them for 35% of my fee to which I confirmed to them I would pay them 50% of my fee. I agreed to the outrageous payment of 50% only in a last ditch effort to peacefully resolve the differences between us and maintain a semblance of dignity and order with respect to the separation of my law practice from their law practices which would minimize damage to me, my family, and my clients I should not now be coerced into paying that ransom. These people should not receive a dime above quantum meruit.

Jonathan, Taylor, and Nicole in fact had been planning prior to my agreement to leave my office and start their own practice at a new law office building. They have now done so. They've also hired a lawyer to represent them in connection with the dispute. I intend to represent myself.

They have made claims and prior assertions against me, my family, and my law practice which have been nothing short of false and outrageous. However, the airing of the dirty laundry between us serves no one's best interest, including the interest of our clients, Ted, Julie, and Nicholas Sandmann. I know this to be true despite the opposite parties efforts to go forward with their claims despite the damage search litigation will incur.

I have sent you the lease and relevant correspondence. I have a wealth of credible documentary and oral evidence to support my positions on all issues. The truth is that I have no interest in spending any time having to deal with their foolishness. I am not concerned about money, I am only concerned about clearing my slate in order to pursue the Sandmann litigation and the opportunities possibly presented by my scheduled meeting in DC.

I learned of their planned mutiny and had the building lock them out of the office space. Wow the lease is in the name of my PC, all four of us signed as the lease as the tenants as partners with my PC. We are in fact partners in an office sharing arrangement. We are not and have never been partners in my PC. I am 100% of the PC and I am the president of it.

Because the lease is in the name of my PC, the building management followed my directives. That action was not justified under the actual execution of the lease bar all for lawyers.

I need for you and Ted and Julie to state in writing that Ted and Julie do not and shall not agree that any fees due to my PC be divided with any other lawyers except on a quantum meruit basis. I am confident they have the right to control the fees. I am confident that their right to do so exceeds my right, if any, to be coerced into paying these greedy lawyers 50% of my fee.

In short, I need your help and the help of Ted and Julie to nip this nonsense in the bud quickly and quietly. If Bill receives a letter on Saturday from you, Ted, and Julie, he and his class will quickly realize that they are in deep trouble as they will not have the financial ability to pay the lawyer or meet their obligations under the lease.

Will you help me? I will be up early and driving over to Reynolds tomorrow and will look forward to hearing from you on my cell phone to further discuss any additional details which you need to know as it relates to this matter in order to prepare and have executed the necessary letters which I have described above.

Lin

L. Lin Wood

L. LIN WOOD, P.C.
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Sent from my iPhone

Nikki Baker

From: Lin Wood <lwood@linwoodlaw.com>
Sent: Tuesday, March 03, 2020 10:17 PM
To: Todd V. McMurtry (tmcmurtry@hemmerlaw.com)
Cc: Kimmy Hart Bennett; Nikki Baker
Subject: FW: Resolution

Importance: High

Follow Up Flag: Follow up
Flag Status: Flagged

Todd,

I am prepared to offer WGW fees on a quantum meruit basis ONLY for Carbone and Lindsey. Their problem on those cases is that they did not keep up with their hours and can only reconstruct them after the fact of settlement.

The dollar amount that I'm willing to offer these foolish people in an effort to be kind (and attempt to do God's will is only a portion of the Sandmann v. CNN fee due and payable to LLW, PC. After considering the absurdity of the demand they made upon me yesterday, I am now inclined only offer them between \$100,000 and \$200,000. Any monies I offer them shall be in excess of the monies they are fairly entitled to under the law and the statement of our clients \$0.

I I shall look forward to receiving your evaluation as to the amount which you believe is FAIR to all parties (including me) and respectful to all parties (including me) under the totality of the circumstances.

You will be receiving by blind copy several emails and they will demonstrate that these people were plotting against me in 2018 and 20, 19 and what I believe was the exact same course of action. At that time in hopes of getting a bunch of money out of Ramsey versus CBS that they then thought they could extort out of me in Sandmann versus CNN or whichever defendant had the good sense to settle first with us. A legitimate argument could be made that the fair and respectful amount I should offer these people (who have been practicing law for fame and fortune and conniving against their office sharing agreement partner since 2018) is quantum meruit only as to ALL 3 cases, Carbone v. CNN, Lindsey, and Sandmann v. CNN which under the law and agreed to by my clients will be worth \$0 since that cannot legitimately reconstruct their hours in any of those cases.

Love you,

Lin

L. Lin Wood
L. LIN WOOD, P.C.
1180 West Peachtree Street
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Atlanta, GA 30309
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Direct Dial: (404) 891-1406



Facsimile: (404) 506-9111

E-Mail: lwood@linwoodlaw.com

Website: www.linwoodlaw.com

From: Lin Wood

Sent: Wednesday, March 4, 2020 12:42 AM

To: Andrew Beal <ABeal@buckleybeal.com>

Cc: Kimmy Hart Bennett <khart@linwoodlaw.com>; Nikki Baker <nbaker@petersonbaker.com>; Taylor Wilson <twilson@wglawfirm.com>; Jonathan Grunberg <jgrunberg@wglawfirm.com>; Nicole Wade <nwade@wglawfirm.com>

Subject: RE: Resolution

Importance: High

Drew,

I will be sending you a couple of emails later this morning. **After** I receive, review, and consider (with knowledge, wisdom and experience developed over almost 68 years of life on Earth and 43 years as I trial lawyer) the legal analysis from legal counsel for Stream (landlord and lessor) of the Lease at issue, I shall give your clients a fair and respectful offer that is based on truth. My offer later today shall be my final offer and that offer shall be non-negotiable. I shall advise you and your clients at that time of the deadline for unequivocal acceptance of my non-negotiable final offer. If my offer is not promptly accepted in its entirety within the stated deadline, litigation between the parties shall ensue. If litigation is the only course for a fair and respectful resolution, your clients shall lose the litigation and shall forever (life on Earth and Eternity) regret missing the opportunity to amicably resolve their disputes with me and L. Lin Wood, P.C..

Since time is of the essence, I shall copy your lawyer-clients on each of my emails, including the one tomorrow setting forth my non-negotiable, final offer. I do not believe you or your clients will want to complain to the State Bar of Georgia or anyone else about my decision to copy them on my emails later this morning.

I hereby demand an **immediate** response from you as to when Nicole J. Wade, a member **presently** in good standing with the State Bar of Georgia, intends to make good the check she **bounced**, payable to L. Lin Wood, P.C. for her share of the January, 2020 shared office expenses as agreed to by all parties. If I do not hear from you by the close of business on March 4 at 5:00 p.m., I shall report her bounced check payable to my professional corporation on Thursday, March 5 before Noon ET.

I shall be sending you later today the statement of your clients' share of the February, 2020 shared office expenses owed to L. Lin Wood, P.C. I shall demand prompt payment in full of their share of the February 2020 shared office expenses per the agreement of the parties.

All of you shall learn that the objective opinion of Dr. Phil McGraw as expressed by email to my son, Matt, spoke THE TRUTH.

Finally, this SHALL be the last night I stay up late trying to bring some sense to your clients who have made the horrible mistake of practicing law for fame and fortune.

With highest personal and professional regards.

Lin

L. Lin Wood
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E-Mail: wood@linwoodlaw.com
Website: www.linwoodlaw.com

From: Andrew Beal <ABeal@buckleybeal.com>
Sent: Tuesday, March 3, 2020 12:58 PM
To: Lin Wood <wood@linwoodlaw.com>
Subject: Resolution

Lin

I have read all of your emails and proposals, and it seems that you are very concerned about the lease. I feel certain that the best course of action would be to approach the building and suggests a surrender of the lease so that they can enter into a new lease (probably at an even higher rate). I have done this many times, and I believe in this market it will work to everyone's satisfaction. There may be a cost associated with this process, but that will be far, far less than the total balance on the lease. If I am incorrect and the negotiations do not yield any offers the two groups can live with, we have lost basically nothing but a few days and a few conversations. If we get this issue resolved, the rest will be a lot easier.

While my clients are appreciative of your offer of the artwork and the lease improvements, they feel they need a fresh start in a space that is less expensive as they start their new firm. If we could agree to hire a real estate broker to represent both sides, I believe we can put together an offer that would work.

As for fees, I am attaching herewith your February 17th written acknowledgement of the fee split on the relevant cases. It seems very clear. Once we reach a complete agreement as to the amount of fees to be paid, my clients are willing to help with the expenses arising from closing the office, regardless of whether they have a legal obligation to do so. They want to work with you to wrap these issues up, including their interest in fees on cases which have not yet closed.

I don't want to spend a lot of time arguing the law with you. You know the law as well as I do, and I think my clients' position here is based upon a clear oral agreement that is confirmed in writing after complete performance and will be fully enforceable. That said, they want to get all issues wrapped up and are willing to work toward that end.

Let me know your thoughts.

Thanks.

Drew.

ANDREW M. BEAL | BUCKLEY BEAL, LLP

Direct: 404-688-2685 | Fax: 404-688-2988 | Email: abeal@buckleybeal.com

Bank of America Plaza, Suite 3900 | 600 Peachtree Street, N.E. | Atlanta, Georgia 30308

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This **SETTLEMENT AGREEMENT AND GENERAL RELEASE** (this “Agreement”) is made and entered into this 17th day of March 2020, by and between L. Lin Wood, P.C. and L. Lin Wood (collectively, “Wood”), on the one hand, and Wade, Grunberg & Wilson, LLC, Nicole Wade, Wade Law, LLC, Jonathan Grunberg, J.D. Grunberg, LLC, Taylor Wilson, G. Taylor Wilson, LLC, and Grunberg & Wilson, LLC (collectively “GWG”), on the other (each party hereto a “Party” and all collectively, the “Parties”).

RECITALS

WHEREAS, Nicole Wade, Jonathan Grunberg, and Taylor Wilson and Wood are lawyers who practiced law and shared office space together for several years.

WHEREAS, GWG never held any ownership interest in L. Lin Wood, P.C. (hereinafter “LLW PC”) but have worked as lawyers of L. Lin Wood, P.C. on cases since 2018.

WHEREAS, the Parties have determined that it is in their mutual interest to amicably resolve disputes regarding their business affiliation, define with certainty the parties’ obligations and rights regarding cases on which they have been or are presently working together on a case-by-case basis, and to terminate their shared office space arrangement.

WHEREAS, the Parties have agreed to compromise and resolve all claims and controversies now existing between them, and each of the Parties enters into this Agreement to memorialize its understanding and agreement with respect to such compromise and resolution.

NOW, THEREFORE, in consideration of the foregoing, and the respective agreements, warranties and covenants contained herein, the Parties hereto agree, covenant and warrant as follows:

1. Fee Split for Legal Work.

- A. LLW PC shall pay to GWG a portion of its fees for the following cases as set forth herein (or, as applicable, GWG will pay a portion of fees to LLW PC), subject to the offset for lease expenses described in Section 2 below:
- i. *Carbone v. CNN*: [REDACTED] from the LLW PC fee, and the parties acknowledge that Carbone was and is the client of LLW PC.
 - ii. *Lindsey v. Clear Zone*: [REDACTED] from the LLW PC fee, and the parties acknowledge that Lindsey was and is the client of LLW PC.
 - iii. *Sandmann v. CNN*: [REDACTED] of the LLW PC court-approved fee, and the parties acknowledge that The Sandmann Family (including Ted, Julie and Nicholas Sandmann) was and is the client of LLW PC.

Wood Initials: llw

GWG Initials: [Signature]

GWG 002296



- iv. *Grogan v. Aaron's*: 20% of the court-approved fee will be paid to LLW PC (80% of the court-approved fee will be paid to WGW), and the parties acknowledge Grogan was and is the client of WGW.
- v. *Cordoba, et al v. DirectTV*: 20% of the court-approved fee will be paid to LLW PC (80% of the court-approved fee will be paid to WGW), LLW PC will timely reimburse WGW for 20% of reasonable expenses incurred, and the parties acknowledge Cordoba was and is the client of WGW.
- vi. *La Liberte v. Reid*: 20% of the court-approved fee will be paid to LLW PC (80% of the court-approved fee will be paid to WGW), LLW PC will timely reimburse WGW for 50% of reasonable expenses incurred, and the parties acknowledge La Liberte was and is the client of WGW.

B. LLW PC shall pay the stated portion of said fees for the three settled cases – i.e., the ones described in (i), (ii), and (iii) above – to WGW, minus the lease amount referenced in Section 2 below, within 72 hours of LLW PC's receipt of its portion of the fees from the *Sandmann v. CNN* settlement, said payment to be made via wire transfer to WGW at Iberiabank, 200 West Congress Street, Lafayette, LA, 70501, Routing [REDACTED] Account #20002 [REDACTED]. In the highly unlikely event that the Court approves the settlement but lowers the fee amount paid to LLW PC for that *Sandmann v. CNN* case, the parties will make a corresponding adjustment to the amount set forth in subpart (iii) above.

C. WGW shall pay the stated portion of said fees for the three cases that have not yet settled – i.e., the ones described in (iv), (v), and (vi) above – to LLW PC within 72 hours of WGW's receipt of its portion of any fees from such cases. With respect to those three cases, each Party will be reimbursed for expenses he or it had incurred as of the date of this Agreement on a dollar-for-dollar basis if and when a recovery is had.

D. With respect to the pending *Sandmann v. Washington Post* and *Sandmann v. NBCUniversal* cases, LLW PC shall pay to WGW and its members 10% of LLW PC's contractual portion of any contingent fee received by LLW PC in connection with those cases. Any such payments shall be made within 72 hours of LLW PC's receipt of its portion of the fees from those cases. With respect to those two cases, the Parties acknowledge that The Sandmann Family (including Ted, Julie and Nicholas Sandmann) was and is the client of LLW PC. Except as expressly described in this Agreement, WGW and its members shall make no claim for any case in which LLW PC was and is the attorney for its client, The Sandmann Family (including Ted, Julie and Nicholas Sandmann). The Parties acknowledge and agree that WGW and its members have no claim, and make no claim, of entitlement to fees for any other matter, pending or otherwise, in which The Sandmann Family (including Ted, Julie and Nicholas Sandmann) is the client of LLW PC.

E. With respect to the hourly fee client, the Estate of Martin Luther King, Jr., Inc. ("EMLK"), the Parties recognize that EMLK was and is the client of WGW. EMLK

Wood Initials: 

WGW Initials: 

WGW 002297

currently owes approximately \$188,503 in overdue bills to LLW PC. The Parties agree to cooperate in attempting to recover these fees, and in the event of any such recovery, payments will be allocated first to expenses owed to LLW PC, if any, and the remainder split 80% to WGW and 20% to LLW PC.

F. With respect to other hourly fee clients, the Parties agree that those hourly billable matters brought to LLW PC by Nicole Wade, Jonathan Grunberg, or Taylor Wilson were and are clients of WGW, and that LLW PC will cooperate in providing any information or documents for those clients to WGW. The Parties agree that those hourly billable matters brought to LLW PC by Wood were and are clients of LLW PC. The Parties agree that, except as set forth herein and in Section 1(E), no further amounts will be due to either side with respect to any hourly fee billable matters.

2. Office Lease.

A. WGW shall pay to LLW PC the amount of \$285,000.00 in full satisfaction of any obligations WGW may have, or be alleged to have, under the lease agreement with PR II Regions Plaza, LLC for Suite 2040 at Regions Plaza (the "Lease"). This amount shall be deducted from the payment by LLW PC to WGW referenced in Section 1(B) above. Thus, the total payment required by Section 1(B) shall be in the total amount of \$647,949.99.

B. WGW (which, as noted above, includes its members in their individual capacities and their respective LLCs) shall have no further obligation or liability under the Lease. LLW PC will take all necessary steps to remove the names of WGW members from the Lease and/or to ensure that they have no obligation for further Lease payments, including if possible obtaining a release from PR II Regions Plaza, LLC of WGW or, if such release cannot be obtained, LLW PC and L. Lin Wood, individually, shall agree to indemnify WGW against any claims by PR II Regions Plaza, LLC, or any affiliate, subsidiary, related party, or assignee, relating to the Lease.

3. Non-Disparagement. LLW PC and L. Lin Wood, individually, agree not to disparage WGW. This agreement is not to be construed to imply or suggest that LLW PC and/or L. Lin Wood has disparaged WGW or its members prior to the date of this Agreement. Nothing in this provision prevents the Parties from providing truthful information about each other and its members in response to a court order or subpoena, or during any federal, state, or local governmental body investigation or proceeding. LLW PC and L. Lin Wood, individually, do not seek in this Agreement any legal protection regarding any future disparagement of LLW PC and L. Lin Wood, individually, but shall address any future false and defamatory statements by WGW and its members about LLW PC and L. Lin Wood, individually, on a case-by-case basis as provided by law.

4. Mutual General Release.

A. *Release by Wood.* LLW PC and L. Lin Wood, individually, hereby irrevocably and unconditionally forever release and discharge WGW (as defined above), and their heirs, executors, administrators and assigns, and their attorneys and representatives, and

Wood Initials: 

WGW Initials: 

WGW 002298

waive any and all rights with respect to, all manner of actual or potential claims, actions, causes of action, suits, judgments, rights, demands, debts, damages or accountings of whatever nature, legal, equitable or administrative, whether the same are now known or unknown, which LLW PC and L. Lin Wood, individually, ever had, now have or may claim to have, upon or by reason of any acts or omissions of WGW or its members up to the effective date of this Agreement, including but not limited to all claims and liabilities arising from any acts, omissions, cases, or business relationships that have occurred or commenced, or allegedly have occurred or commenced, prior to the date that this Agreement is signed. This is a general release of all such claims.

- B. *Release by WGW.* Nicole Wade, Jonathan Grunberg, and Taylor Wilson, and Wade, Grunberg & Wilson, LLC, for themselves and itself, hereby irrevocably and unconditionally forever release and discharge LLW PC and L. Lin Wood, individually, and their heirs, executors, administrators and assigns, and their attorneys and representatives, and waive any and all rights with respect to, all manner of actual or potential claims, actions, causes of action, suits, judgments, rights, demands, debts, damages or accountings of whatever nature, legal, equitable or administrative, whether the same are now known or unknown, which WGW and its members ever had, now have or may claim to have, upon or by reason of any acts or omissions of LLW PC and L. Lin Wood, individually, up to the effective date of this Agreement, including but not limited to all claims and liabilities arising from any acts, omissions, cases, or business relationships that have occurred or commenced, or allegedly have occurred or commenced, prior to the date that this Agreement is signed. This is a general release of all such claims.
- C. The Parties hereby absolutely, unconditionally and irrevocably, covenant and agree with and in favor of each other Party that they shall not sue (at law, in equity, in any regulatory proceeding or otherwise), or maintain any suit against, any Party released above on the basis of any claim released, remised and discharged above.
- D. The Parties understand, acknowledge and agree that the releases set forth above may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such releases.
- E. The Parties agree that no fact, event, circumstance, evidence or transaction which could now be asserted or which may hereafter be discovered shall affect in any manner the final, absolute and unconditional nature of the release set forth above.
- F. Notwithstanding anything to the contrary in this Section 4 and in this Agreement, the Parties acknowledge and agree that any actions necessary to enforce the terms of this Agreement are not released or barred. Further, the Parties acknowledge and agree that any claims or actions necessary to invoke any defenses and/or insurance protections against any claims for malpractice are not released or barred.

Wood Initials:



WGW Initials:

WGW 002299


5. No Further Money Owed. The Parties acknowledge and agree that, except as set forth expressly in Section 1 of this Agreement, there is no further money owed by LLW PC and/or L. Lin Wood, individually, to WGW and/or its members, or by WGW and/or its members to LLW PC and L. Lin Wood, individually.
6. Miscellaneous Provisions.
 - A. Applicable Law. This Agreement shall be construed and governed by the laws of the State of Georgia, irrespective of its choice of law rules. The Parties consent to jurisdiction and venue in Georgia in any action brought to enforce the terms of this Agreement.
 - B. Jointly Drafted. The Parties and their respective counsel mutually contributed to the preparation of, and have had the opportunity to review and revise, this Agreement. Accordingly, no provision of this Agreement shall be construed against any Party because that Party, or its counsel, drafted the provision. This Agreement and all of its terms shall be construed equally as to each Party.
 - C. Entire Agreement. This Agreement contains the entire agreement between the Parties relating to the subject matter hereof, integrates all the terms and conditions mentioned or incidental to this Agreement, and supersedes all prior negotiations or writings. No modification or waiver of any provisions of this Agreement shall be valid unless in writing and signed by all parties hereto.
 - D. Counterparts. This Agreement may be executed in counterparts, each of which may be enforceable as an original, but all of which taken together shall constitute but one agreement. Electronic execution and delivery of this Agreement by a Party shall constitute legal, valid and binding execution and delivery of this Agreement.
 - E. Fees and Costs. Each Party shall bear his, her, or its own costs and attorneys' fees.
 - F. Acknowledgments and Competency. The Parties represent that they have read and understand the provisions of this Agreement; that they are entering into this Agreement knowingly and voluntarily; and that they sought the advice of counsel prior to executing this Agreement. The Parties further agree that, upon information and belief, each Party to this Agreement is mentally and physically competent in all respects, including their ability to enter into this Agreement and any and all prior agreements which formed the basis in whole or in part for certain disputes between the parties which have been resolved by this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement and Release as of the day and year written above.


L. Lin Wood, P.C.

Wood Initials: 

WGW Initials: 
WGW 002300

By: L. LIN WOOD 
Name: L. LIN WOOD
Title: PRESIDENT


L. Lin Wood

Wood Initials: 


WGW Initials: 
WGW 002301

WADE, GRUNBERG & WILSON, LLC

By: 

Name: NICOLE WADE

Title: Member



**Nicole Wade, Individually and on behalf of
Wade Law, LLC**



**Jonathan Grunberg, Individually and on behalf of
J.D. Grunberg, LLC and Grunberg &
Wilson, LLC**



**Taylor Wilson, Individually and on behalf of G.
Taylor Wilson, LLC and Grunberg & Wilson,
LLC**

Wood Initials: 

WGW Initials: 
WGW 002302

ALSTON & BIRD

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1201 West Peachtree Street
Atlanta, GA 30309-3424
404-881-7000 | Fax: 404-881-7777

Christopher C. Marquardt

Direct Dial: 404-881-7827

Email: chris.marquardt@alston.com

July 24, 2020

VIA EMAIL

Andrew M. Beal, Esq.
Buckley Beal
600 Peachtree Street, N.E.
Suite 3900,
Atlanta, GA 30308

Dear Drew:

I hope you and your family remain safe and well in these pandemic days.

The settlement agreement between our respective clients provides that LLW PC shall pay to WGW a portion of its fees earned in three settled cases (*Carbone v. CNN*, *Lindsey v. Clear Zone* and *Sandmann v. CNN*) and two other pending cases (*Sandmann v. Washington Post* and *Sandmann v. NBCUniversal*).

The fee splits for these cases require client consent in order to comply with Georgia Rule of Professional Conduct 1.5(e). LLW PC has therefore requested that each of the clients in question provide their consent to the fee splits. The clients in the *Carbone* and *Lindsey* cases have consented, but we have just learned that the client in the *Sandmann* cases (Nicholas Sandmann, who is now 18 years old) has declined to consent and indicated he will only approve payment of a quantum meruit fee to WGW. Accordingly, please provide LLW PC with documentation of the services rendered by WGW in the three *Sandmann* cases (including contemporaneous time records) and a proposed fee based on the total hours worked so that it may be presented to Nicholas Sandmann for his review and approval. Or if you prefer, you may send the information to Todd McMurtry, who also represents Nicholas Sandmann and has been the primary point of contact on this issue.

Without client consent, the fee splits pertaining to the *Sandmann* cases in the settlement agreement are void. The other provisions of the agreement remain valid, however, and LLW PC intends to honor them and expects for WGW to do the same. Accordingly, LLW PC plans to pay WGW the agreed-upon portion of its fees for the *Carbone* and *Lindsey* cases, which together total \$89,199.99. WGW agreed in the settlement agreement to pay LLW PC \$285,000.00 in full satisfaction of their obligations under the lease agreement

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Andrew M. Beal, Esq.

Page 2

with PR II Regions Plaza, LLC. When the \$89,199.99 owed by LLW PC for the *Carbone* and *Lindsey* cases is deducted from the \$285,000.00 owed by WGW for the lease, there remains a balance due to LLW PC of \$195,800.01. Once Nicholas Sandmann approves a quantum meruit fee to WGW for all three *Sandmann* cases, LLW PC will pay that amount to WGW after first deducting the \$195,800.01 that WGW owes to LLW PC.

If you have questions, please feel free to contact me.

Sincerely yours,

/s/ Christopher C. Marquardt

Christopher C. Marquardt

CCM;jh

cc: Joey Burby

LEGAL02/39930786v1

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

NICOLE JENNINGS WADE,
JONATHAN D. GRUNBERG, and
G. TAYLOR WILSON,

Plaintiffs,

v.

L. LIN WOOD,

Defendant.

Case No.

**VERIFIED COMPLAINT FOR
DEFAMATION**

DEMAND FOR JURY TRIAL

COME NOW Plaintiffs NICOLE JENNINGS WADE (“Wade”), JONATHAN D. GRUNBERG (“Grunberg”), and G. TAYLOR WILSON (“Wilson”) (collectively, “Plaintiffs”), and state their Verified Complaint for Defamation against Defendant L. LIN WOOD (“Wood”), as follows:

INTRODUCTION

1. This is a defamation action against Defendant Wood for his malicious and knowingly false accusations to his then 800,000 social media followers that Plaintiffs committed the crime of extortion and attempted extortion when Plaintiffs tried to privately resolve their disputes with Defendant Wood after leaving his law firm on February 14, 2020.



2. In reality, in the midst of negotiations following the parties' split, Defendant Wood made a torrent of threats against Plaintiffs—e.g., to prosecute them criminally, seek their disbarment, destroy them financially and professionally, and attack them “in the court of public opinion,” all for claims that Wood invented out of whole cloth while he reneged on three separate agreements made by the parties. Plaintiffs never made any similar threats to Wood. Instead, Plaintiffs chose to make a private written demand for settlement of their claims without the need to pursue civil litigation. Indeed, conspicuously absent from the communications from Plaintiffs to Defendant Wood or his counsel is any threat to take any action against Wood or his law firm other than to pursue civil litigation.

3. As a firsthand source, Defendant Wood's fabricated accusations were made with knowledge of falsity and with a reckless disregard for the truth, in part for his own stated purpose of attempting to “destroy” Plaintiffs, and “to get you [Plaintiffs] back to where you belong. Broke and essentially homeless.” Exemplifying his actual malice, Wood himself privately acknowledged that Plaintiffs did not engage in any wrongdoing prior to making the very public false accusations at issue here.

4. In addition, Defendant Wood made many fantastical and obviously false and defamatory statements about Plaintiffs, including, for instance, that they

are “deep state” communists being paid by nefarious actors to bring litigation against him. Plaintiffs assert this defamation claim for Defendant Wood’s indisputably knowing false statements of fact that Plaintiffs are guilty of criminal conduct for which Wood asserts Plaintiffs should be disbarred from the practice of law.

PARTIES

5. Plaintiff Wade is an individual resident of the State of Georgia, who resides in Dekalb County, Georgia.

6. Plaintiff Grunberg is an individual resident of the State of Georgia, who resides in Fulton County, Georgia.

7. Plaintiff Wilson is an individual resident of the State of Tennessee, who resides in Davidson County, Tennessee.

8. Defendant Wood is an individual resident of the State of South Carolina, who resides and can be served at 300 Cotton Hall Road, Yemassee, South Carolina 29945.

JURISDICTION AND VENUE

9. There exists complete diversity of citizenship between Plaintiffs on the one hand and Defendant on the other hand.

10. The amount in controversy exceeds \$75,000, exclusive of interest, costs, and attorneys’ fees.

11. Therefore, this Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. § 1332(a)(1).

12. Venue is proper in the United States District Court for the Northern District of Georgia, Atlanta Division, pursuant to 28 U.S.C. §§ 1391(b)-(c) because Plaintiffs Wade and Grunberg reside in this judicial district and because all Plaintiffs resided in this District when a substantial part of the events giving rise to the claims herein occurred.

13. This Court has personal jurisdiction over Defendant Wood pursuant to O.C.G.A. § 9-10-91(a) because he transacts business within the State of Georgia sufficient to anticipate being haled into court in the State of Georgia.

14. This Court also has personal jurisdiction over Defendant Wood pursuant to O.C.G.A. § 9-10-91(c) because he transacts business in Georgia and has committed a tort outside of Georgia directed at Georgia residents.

15. Personal jurisdiction over Defendant Wood exists, in part, because Wood is an attorney licensed to practice law in the State of Georgia, where he maintains a law office as stated on the State Bar's website.

16. Prior to February 2021, Defendant Wood had lived in Atlanta and practiced law there for over 40 years.

17. This Court further has personal jurisdiction over Defendant Wood because his defamation of Plaintiffs has been directed specifically toward the State of Georgia, including false and defamatory accusations used by Defendant Wood in an explicit effort to have Plaintiffs sanctioned and/or disbarred by the Georgia State Bar.

18. This Court further has personal jurisdiction over Defendant Wood because he has attempted to give credibility to his defamatory accusations against Plaintiffs by relying on his status as an attorney licensed to practice law in the State of Georgia.

19. Sufficient contacts exist with respect to Defendant Wood, his law practice, and the claims at issue in this case to satisfy the requirements of due process as to Defendant Wood.

FACTUAL ALLEGATIONS

Background of the Law Firms

20. Plaintiffs Wade and Grunberg are attorneys licensed to practice law in the State of Georgia.

21. Plaintiff Wilson is an attorney licensed to practice law in the States of Georgia and Tennessee.

22. Defendant Wood is an attorney licensed to practice law in the State of Georgia, and at all relevant times, Wood has practiced law as the sole shareholder of L. Lin Wood, P.C. (“LLW PC”).

23. Prior to February 14, 2020, the three Plaintiffs worked together with Wood as lawyers for LLW PC for several years.

24. On February 14, 2020, Plaintiffs determined that they could no longer practice law with Defendant Wood, and they left the law firm.

25. Since leaving LLW PC, Plaintiffs have practiced law together in a firm called Wade, Grunberg & Wilson, LLC, a Georgia limited liability corporation with its principal place of business in Fulton County, Atlanta, Georgia (“WGW”).

What Constitutes Extortion

26. Under Georgia law, “threats to sue cannot constitute criminal extortion,” and specifically, writing a demand letter seeking to settle a matter before pursuing public litigation is not extortion. *See State v. Cohen*, 302 Ga. 616, 623 (2017); *see also* O.C.G.A. § 16-8-16.

The Settlement Agreements and Their Negotiation

27. Neither Plaintiffs nor their counsel have ever made any statement to Defendant Wood or his counsel that could possibly be construed as extortion. Plaintiffs merely made a private demand to settle claims prior to pursuing litigation.

28. Plaintiffs did not make any statements or threats to release any information to anyone outside of the potential court proceedings if Defendant Wood did not settle Plaintiffs' meritorious claims.

29. At the time Plaintiffs left Defendant Wood's law firm, LLW PC, on February 14, 2020, multiple cases on which Plaintiffs had been working had resolved but had not yet been funded. The parties had already agreed to fee splits on each of the cases that had already been resolved. Other cases on which Plaintiffs had been working had not yet resolved.

30. Immediately following Plaintiffs' departure from LLW PC, Defendant Wood began threatening each Plaintiff civilly, criminally, personally, physically, professionally, and/or financially via a multitude of false statements and vile and profane threats to Plaintiffs, many of which were copied to third parties.

31. As one example only, the night Plaintiffs left LLW PC on February 14, Defendant Wood sent an email to Plaintiffs, copying various third parties, stating that Plaintiffs "have now subjected yourself and your families to the fact that you all are guilty of federal crimes," "are going to be ruined financially, if necessary, in civil and criminal lawsuit[s]," "are in fucking serious criminal and civil exposure," that Wood "will be setting up a meeting next week with the US Attorney for the Northern District of Georgia," that "God Almighty told me [Wood] to get you back to where

you belong[,] [b]roke and essentially homeless,” that Wood “will make sure you never practice law again ever if you do not admit your sins, all of them by 10:30 am,” and ended the e-mail by instructing to “Save your child. Save your wife. Save your life.”¹

32. Similarly, on February 17, 2020, Defendant Wood left a voicemail for Plaintiff Wilson threatening criminal action for made-up crimes allegedly committed by Plaintiffs and others, telling him, for example, that: “You better get your ass a **criminal** defense lawyer. Jonathan Grunberg better get him one. Nicole Wade sure as hell better get herself one.... I got it all, Taylor.... The **FBI is on you**.... They’re gonna mirror image my hard drive today. Y’all are fucked....”

33. Plaintiff Wilson texted Mr. Wood in response, and Mr. Wood responded to him that he is “going to jail,” as follows:

¹ Because of the content of this and other electronic correspondence referenced herein, including with respect to third parties, Plaintiffs do not attach them but will provide them to the Court if it so orders.

To: Lin Wood

James right now. Thanks.
I just listened to your second message. Again, I've done nothing at all that you have described and know nothing about it. Please don't contact me right now.

Fuck you. You are going to jail.

34. Defendant Wood left additional voicemails for Plaintiffs Wilson and Grunberg on February 17 in which he accused Plaintiffs of engaging in various crimes and stating that they were going to be “criminal defendant[s],” that they would be “behind bars,” that “the FBI was going to be knocking on your door,” and that they “need to go get a criminal defense lawyer.”

35. On February 17, shortly following these threats, the parties reached an agreement for the allocation of all fees earned but not yet collected by LLW PC on those cases which had already resolved. Prior to reaching that agreement, Plaintiffs had not even stated to Defendant Wood that they possessed any kind of claims against him.

36. During their conversation, although Plaintiffs offered concessions on the amounts previously agreed, Defendant Wood insisted that they receive the higher amounts that reflected their agreements on the already resolved cases.

37. The parties subsequently documented their agreement via e-mail (the “February 17 Agreement”).

38. Shortly after, however, Defendant Wood began contacting Plaintiffs to advise that he would not honor the February 17 Agreement and instead demanded that Plaintiffs either take over LLW PC’s lease or pay him and/or LLW PC hundreds of thousands of dollars in satisfaction of LLW PC’s ongoing business and lease obligations. In short, Defendant Wood stated that he would withhold “every dime of your ... money against your liability until the end of that lease” unless Plaintiffs renegotiated the deal. The lease was in the name only of LLW PC as tenant, with no personal guarantees.

39. Continuing his “negotiation” tactics, Defendant Wood promptly began threatening Plaintiffs again, with made-up false accusations and threats against their careers in the same e-mail in which he solicited a re-negotiated resolution. On February 19, 2022, Wood e-mailed, among many other things, that “I am going to make certain that your ... heinous misconduct will be fully addressed in a court of law and in the court of public opinion” and then specifically requested “a settlement proposal ... to avoid the embarrassment and damage to your own careers.”

40. Similarly, on March 4, 2020, in an e-mail to Plaintiffs’ counsel with the subject “Resolution,” Mr. Wood openly threatened Plaintiffs’ law licenses based on

vague and made-up accusations of criminal conduct: “Under the circumstances, your clients are guilty of numerous crimes which, if brought to the attention of the State Bar of Georgia would likely result in their disbarment. I have additional evidence supporting the truth of your clients’ unlawful and illegal conduct.... I suspect that after your client[s] read this email, they shall not rest well for many nights to come.... Your clients shall be required to pay their 75% of the lease obligations even if they find themselves prohibited from engaging in the practice of law in the State of Georgia in the future.”

41. On March 17, 2020, after negotiation by lawyers for each side, the parties executed a formal written settlement agreement (the “March 17 Agreement”), in which they agreed to the exact same fee split set forth in the February 17 Agreement, but Plaintiffs agreed to contribute \$285,000 from the fees owed to them to buy out a portion of LLW PC’s lease, among other things.

42. The Settlement Agreement included releases and a merger clause and was intended by Plaintiffs to resolve all outstanding issues between Plaintiffs and Defendant Wood arising from Plaintiffs’ departure from LLW PC. Defendant Wood had other ideas.

43. It is in this context—i.e., Plaintiffs agreeing to renegotiate a deal already made, to accept significantly less in compensation, and to give Wood a

release for their existing tort claims—that Defendant Wood has accused Plaintiffs of extortion in negotiating the March 17 Agreement.

Breach of the March 17 Agreement by Wood and LLW PC

44. In late July 2020, the initial payments came due from Defendant Wood and LLW PC to Plaintiffs pursuant to the terms of the March 17 Agreement.

45. The first of these payments was a liquidated amount specified in the March 17 Agreement representing Plaintiffs' share of attorneys' fees for three cases that had settled prior to Plaintiffs' departure from LLW PC, payment of which was triggered by Defendant Wood's receipt of the last of those three settlement payments in July 2020.

46. Another payment also came due in July 2020 for a percentage of the fee for a case that settled after Plaintiffs' departure, and Plaintiffs did not know (and to this day do not know) the amount owed to them for that case because the settlement is confidential, and Defendant Wood has refused to disclose the amount due to Plaintiffs pursuant to the percentage allocation in the March 17 Agreement.

47. Payments for other matters called for by the March 17 Agreement remained outstanding at that time because the fees had not yet been collected.

48. On or about July 24, 2020, Defendant Wood and LLW PC advised Plaintiffs that they would not honor the terms of the March 17 Agreement and that

they refused to make the required payments of fees that had been allocated to Plaintiffs.

49. Two days later, Defendant Wood again threatened Plaintiffs with criminal prosecution—for the same made-up computer fraud he had previously accused them of and then retracted—via text to Plaintiff Grunberg, and then claimed it was an accidental message:

2:36 PM

The CFAA (“the Computer Fraud and Abuse Act”) provides for fines up to \$250,000 and imprisonment for as long as 20 years for individuals convicted under the act.



Sorry, that last text was inadvertently sent to you. My apologies. - Lin

50. In response, Plaintiffs demanded that Defendant Wood and LLW PC comply with the terms of the March 17 Agreement and make the required payments—the liquidated payment plus the unknown amount for the recently settled case.

51. As is common practice, prior to filing a lawsuit to enforce the terms of the March 17 Agreement and seek damages for Defendant Wood and LLW PC’s then-apparent fraud, Plaintiffs provided to counsel for Wood and LLW PC a draft of a complaint that they were prepared to file.

52. The draft complaint demonstrated clearly that Plaintiffs had valid claims against Defendant Wood and LLW PC for breach of contract and fraud, although Plaintiffs also had the option of seeking to rescind the March 17 Agreement and pursue claims against Wood, *inter alia*, for (1) breach of the February 17 Agreement, (2) defamation, (3) assault/battery, and (4) intentional infliction of emotional distress.

53. In response, Defendant Wood made false and defamatory statements to various third parties, including clients, co-counsel, and colleagues of Plaintiffs, again contending that Plaintiffs were criminals and were attempting to extort him.

54. Following these false accusations, Plaintiffs made a final attempt to resolve the dispute with Defendant Wood and LLW PC—which had now ballooned beyond the amount initially owed—by making a global settlement demand to Defendants’ counsel of \$1,250,000 (the “Settlement Demand”).

55. The Settlement Demand represented a compromise that would have resolved all of Plaintiffs’ potential claims for damages against Defendant Wood and LLW PC, and included, among other consideration:

- the known liquidated payment currently due under the March 17 Agreement for \$932,949.99 (excluding payment toward the LLW PC lease);

- the unknown amount currently due under the March 17 Agreement for the case that had recently settled—the amount of which Defendant Wood would not disclose—which Plaintiffs reasonably estimated to be \$165,000;
- a “buy-out” of the future amount due from Wood and LLW PC under the March 17 Agreement for another case that had not yet settled, so as to end their dealings with one another with finality, which Plaintiffs reasonably estimated to be worth \$165,000;
- damages incurred by Plaintiffs as a result of the breach of the March 17 Agreement;
- compensation for Defendant Wood and LLW PC’s fraud in connection with the March 17 Agreement;
- compensation for Defendant Wood’s defamation of Plaintiffs, including to Plaintiffs’ own clients and co-counsel;
- compensation for Defendant Wood’s violation of the non-disparagement provision of the March 17 Agreement; and
- attorneys’ fees and expenses incurred by Plaintiffs following Wood’s repudiation of the February 17 Agreement.

56. Thus, the Settlement Demand of \$1,250,000 represented a discount on the estimated amount that Wood and LLW PC owed Plaintiffs just for the fees for the settled cases and expected settlements, not even taking into account the amounts they were liable for as a result of the contractual breach, defamation, attorneys' fees, and other elements of damages.

57. Moreover, in addition to the above considerations, at the time the Settlement Demand was made, Plaintiffs had the option of seeking to rescind the Settlement Agreement for fraud and seek damages for, among other things, claims otherwise released in the parties' March 17 Agreement.

58. In short, Defendant Wood knew that Plaintiffs' Settlement Demand was an attempt to settle much more than merely the liquidated amounts Wood had agreed to pay in the March 17 Agreement.

59. Plaintiffs provided to Defendant Wood their Settlement Demand approximately one week prior to filing suit. And after negotiated extensions of the time at which Plaintiffs would file suit, Plaintiffs' deadline for a response from Wood was August 31, 2020, at 12:00 p.m. After Defendant Wood had a week to assess the Settlement Demand, he waited until August 31, 2020, at 11:44 a.m. to propose binding arbitration on only the breach of contract claim (i.e., excluding the

fraud claim) in lieu of litigation, without any counteroffer to resolve their disputes. Plaintiffs filed suit in response.

60. The purported basis on which Defendant Wood refused to honor the March 17 Agreement was that Plaintiffs were not actually lawyers of his law firm at any relevant time but were instead merely in an “office sharing” arrangement. On that made-up basis, Defendant Wood asserted that Rule 1.5(e) of the Georgia Professional Rules of Conduct required client consent and that one of his clients—from whom the bulk of the fees were earned—refused consent.

61. Defendant Wood asserted the absurd position that Plaintiffs were not lawyers of his firm when they worked on the underlying matters, despite the fact that by any measure, Plaintiffs were lawyers of LLW PC—including, by way of just a few examples, because LLW PC held Plaintiffs out as partners of the firm on its website, via email addresses at linwoodlaw.com, via business cards, by having Plaintiffs make court appearances on behalf of LLW PC (and no other firm) including in more cases than Wood himself during the preceding two years, and by Defendant Wood’s representations to courts, clients, and the public that Plaintiffs were his “law partners.” Indeed, Defendant Wood even changed the name of the law firm to “Wood, Wilson, Grunberg & Wade” a few weeks prior to Plaintiffs’ departure.

62. In fact, Plaintiffs later obtained unequivocal evidence that Defendant Wood planned the fraud in advance, including that while the parties negotiated the March 17 Agreement, Defendant Wood arranged to have the client withhold consent when the payments came due.

63. Between February 22, 2020, and March 4, 2020, Defendant Wood implored his co-counsel for this client, in pertinent part, as follows:

I need for you and the [client] to state in writing that the [client] do not and shall not agree that any fees due to my PC be divided with any other lawyer except on a quantum mer[uit] basis.... In short, I need your help and the help of [the client] to nip this nonsense in the bud quickly and quietly.... Will you help me?

I would like to ask you to consider preparing a letter from you to [Plaintiffs' counsel] and a letter signed by [the client] ... making clear that it is there [sic] express directive that no fees be paid to Taylor, Jonathan, and Nicole that exceed a quantum meruit basis regardless of any agreement I made or attempted to make... This needs to be nipped in the bud and quickly so... If they realize they are not going to receive [the fees from the client's representation], they will have NO ability to finance their frivolous claims....

Their problem on those cases is that they did not keep up with their hours and can only reconstruct them after the fact of settlement.... Any monies I offer them shall be in excess of the monies they are fairly entitled to under the law and the statement of our clients \$0.... A legitimate argument could be made that the fair and respectful amount I should offer these people ... is quantum meruit only ... which under the law and agreed to by my clients will be worth \$0 since th[ey] cannot legitimately reconstruct their hours in any of those cases.

64. Those e-mails notwithstanding, Defendant Wood’s fraudulent intent to dishonor the settlement agreement was already clear as of July 24, 2020, including because he attempted to include a false factual recital in the March 17 Agreement to substantiate his subsequent basis for not abiding the agreement. Specifically, Wood sought an agreement stating Plaintiffs were not lawyers of LLW PC, but Plaintiffs refused, and the Agreement ultimately stated that Plaintiffs “never held any ownership interest in L. Lin Wood, P.C. (hereinafter ‘LLW PC’) but have worked as lawyers of L. Lin Wood, P.C. on cases since 2018.” Even as changed, it was plain in retrospect that Defendant Wood was attempting to manipulate the parties’ history to fit his subsequent goal.

65. In short, unlike Defendant Wood, Plaintiffs had significant meritorious civil claims against Defendant Wood at the time they made the March 17 Agreement and the Settlement Demand, and they never threatened Wood in any manner—they only advised him of their intention to pursue meritorious civil litigation. Plaintiffs did not (1) threaten to have Wood criminally prosecuted, (2) threaten to cause a public official to undertake a prosecution of Wood, (3) threaten to file Bar complaints against Wood, (4) threaten to disseminate any defamatory accusations about Wood to third parties, (5) threaten to assault Wood, or (6) undertake any other action which might be deemed extortion.

Fulton County Litigation

66. When Defendant Wood and LLW PC refused to make any payment whatsoever to Plaintiffs, Plaintiffs filed their lawsuit on August 31, 2020, and that action is currently pending in the Superior Court of Fulton County, Georgia, Case No. 2020CV339937 (the “Fulton County Litigation”).

67. On September 20, 2020, Plaintiffs filed their First Amended Complaint in the Fulton County Litigation, which asserted six counts against Defendant Wood and LLW PC: (1) Breach of Contract; (2) Fraud and Fraudulent Inducement; (3) Breach of Non-Disparagement Clause; (4) Emergency Injunction for the Specific Performance of the Non-Disparagement Clause; (5) Punitive Damages; and (6) Attorneys’ Fees.

68. The trial court in the Fulton County Litigation granted Plaintiffs a preliminary injunction preventing Defendant Wood from disparaging them in violation of the March 17 Agreement, which has been affirmed by the Georgia Court of Appeals.

69. No other claims have been fully adjudicated.

70. Defendant Wood has not filed any motion challenging Plaintiffs’ claims for Breach of Contract, Breach of Non-Disparagement Clause, and Attorneys’ Fees.

Defendant Wood's Defamation of Plaintiffs

71. Defendant Wood has made numerous disparaging statements about each of the Plaintiffs and their law firm, WGW, over a period of more than two years.

72. In an effort to shield himself from liability, Wood occasionally went so far as to label his accusations of criminal conduct against Plaintiffs as "opinion."

73. However, Defendant Wood's statements about Plaintiffs at issue in this case are undeniably false and defamatory statements of fact.

74. There is no pending claim for any of the false and defamatory statements identified herein.

75. Defendant Wood posts on the social media platform Telegram under his username "L. Lin Wood."

76. Defendant Wood has two Telegram "channels" through which he broadcasts his posts publicly and directly to subscribers of those channels.

77. Posts on public channels are accessible via web searches and are indexed by search engines. *See, e.g.,* <https://telegram.org/tour/channels> (last visited March 10, 2022).

78. Only administrators can post to channels, but there is an option for the administrator to turn on comments for posts on a channel. *Id.*

79. Wood's primary public channel is called "Lin Wood Speaks Truth" and as of March 10, 2022, he has just over 666,000 subscribers, down substantially from the number of subscribers he had previously while defaming Plaintiffs. *See* <https://t.me/linwoodspeakstruth>. Comments are turned off on this channel.

80. Wood's second public channel is called "Reply to Lin Wood" and has nearly 100,000 subscribers. *See* <https://t.me/replytolinwood>. Comments are permitted on this channel, which claims that "[t]his channel is for Lin Wood followers to be able to reply to him with words of support, love, and encouragement."

81. All of Defendant Wood's posts to the Lin Wood Speaks Truth channel are cross-posted in the Reply to Lin Wood channel so that his "followers" can post comments on Wood's posts and he can respond to them.

82. Defendant Wood posted the following false and defamatory statements regarding Plaintiffs on his Telegram channels on May 12, 2021²:

² *See* <https://t.me/linwoodspeakstruth/2383> (last visited Feb. 25, 2022).



Lin Wood

I will no longer be silent about the frivolous fraud lawsuit filed against me.

In an effort to extort money from me, Nicole J. Wade, Jonathan D. Grunberg, and G. Taylor Wilson of the Atlanta law firm of Wade, Grunberg, & Wilson, LLC interfered with my relationship with my children, contributing to my children violating God's commandment that my children honor their father.

I had come choice words for these extortionists. I am hot-blooded, especially when someone messes with my children.

I told these extortionist lawyers that they were not messing with Lin Wood, they were messing with Almighty God. I spoke truth. God will deal with them for their actions involving my children.

These extortionist lawyers also were threatening my efforts to get President Trump to award Richard Jewell the Presidential Medal of Freedom posthumously with their false claims about my mental health (which they admitted were false in March 17, 2020 in the settlement agreement).

You do not mess with my children or Richard Jewell.

Now you know the context for my hot-blooded comments to these extortionist lawyers who should be disbarred. The public should file bar complaints against them with the State Bar of Georgia.

It is time to shine light on the darkness.

Thanks for listening to the TRUTH.

t.me/linwoodspeakstruth/2383 169.9K ↻ May 12, 2021 at 12:10

83. As shown in the snapshot, the above post received at least 169,900 views.³

³ In each instance, the number of views referenced herein refers only to those views on Wood's primary channel rather than adding views on his reply channel.

84. Defendant Wood ran for Chair of the South Carolina Republican Party in 2021.

85. During his campaign, Defendant Wood made public appearances during which he discussed Plaintiffs.

86. During his campaign, Defendant Wood gave a campaign speech, which he subsequently posted to his Telegram channels on May 13, 2021, in which he uttered a variety of false and defamatory statements of and concerning Plaintiffs, including that they engaged in extortion, as follows:⁴

I'm gonna tell you the truth about that lawsuit. These people tried to extort money out of me that they didn't have and didn't, didn't, didn't deserve. . . . So the truth of the matter is it was an extortionist type attempt by these lawyers ...

87. As shown in the snapshot of Defendant Wood's post to Telegram, his post containing the above speech has received at least 170,000 views.

88. Defendant Wood posted the following false and defamatory statements regarding Plaintiffs in succession (i.e., they form a thread) on his Telegram channels on May 19, 2021⁵:

⁴ The speech as posted by Wood may be found at the following link, which speech is incorporated herein by reference: <https://t.me/linwoodspeakstruth/2443> (last visited Feb. 25, 2022).

⁵ See <https://t.me/linwoodspeakstruth/2574>; <https://t.me/linwoodspeakstruth/2575>; <https://t.me/linwoodspeakstruth/2576>; <https://t.me/linwoodspeakstruth/2577>; and <https://t.me/linwoodspeakstruth/2578> (last visited Feb. 25, 2022).



Lin Wood

I believe a large number of my followers are well informed and possess and exercise a high degree of common sense.

That is why I love to ask you questions to receive the benefit of your responses!

Here is a hypothetical:

Person A claims you owe \$600K on a contract. You say that you cannot pay unless certain legal and ethical conditions are met.

Person A then threatens to file a salacious and frivolous fraud claim that falsely smears you in addition to a breach of contract claim UNLESS you immediately pay Person A \$1.2M.

Does that sound like criminal extortion to you?

Asking for a friend.

t.me/linwoodspkstruth/2574

199.3K

edited May 19, 2021 at 12:11



Lin Wood

Here is a couple of follow ups to the criminal extortion question above.

If you believe Person A is attempting to criminally extort you, (a) do you think Person A's lawyer is also guilty of the crime if the lawyer for Person A conveys the extortion attempt in a letter? and (b) if Person A is a lawyer, should both Person A and Person A's lawyer be subject to potential disbarment for engaging in an attempt to criminally extort you?

Asking for the same friend.

t.me/linwoodspkstruth/2575

186.0K

May 19, 2021 at 12:20



Lin Wood

Wow!!! Take a look at this written email below from Andy Beall of Buckley/Beall, the attorney for Nicole J. Wade, Jonathan D. Grunberg, and G. Taylor Wilson of the Atlanta law firm of Wade, Grunberg, & Wilson, LLC!!!

t.me/linwoodspeakstruth/2576 175.6K May 19, 2021 at 12:47



Lin Wood



t.me/linwoodspeakstruth/2577 174.6K May 19, 2021 at 12:49



Lin Wood

Under new rules of the State Bar of Georgia (conveniently passed on January 9 so that non-clients from any state could file Bar complaints against me), concerned citizens can file Bar complaints against lawyers who they believe have violated disciplinary rules or engaged in possible criminal conduct (such as attempted extortion).

To file a complaint against any Georgia lawyer, you do not need to be a client nor reside in Georgia. You just have to have information about a Georgia lawyer that concerns you and you feel needs to be investigated.

Here is the link which I provide as a public service.

By the way, Andy, Nicole, Jonathan, & Taylor are Georgia lawyers.

P.S. ALL the power in this country was bestowed by Almighty God to We The People.

<https://www.gabar.org/forthepublic/fileacomplaint.cfm>

t.me/linwoodspeakstruth/2578

179.4K

edited May 19, 2021 at 12:57

89. When a telegram user clicks on the above snapshot, the following clear image appears:

From: Andrew Beal <Abeal@buckleybeal.com> Sent: Wednesday, August 26, 2020 9:10 PM To: Marquardt, Chris <Chris.Marquardt@epix.com>, Burby, Joey <Joey.Burby@epix.com> Subject: Settlement Demand

EXTERNAL SENDER – Proceed with caution

Chris and Joey

As we discussed this afternoon, the parties are engaging in settlement discussions by exchanging written offers of terms. This offer will remain open until 5:00 pm Eastern tomorrow, Thursday August 27.

Here is our proposal. Your client pays my clients \$1,250,000.00 immediately in satisfaction of the existing claims my clients intend to file and which you have reviewed, to buy them out of the existing settlement agreement, attorneys fees for this matter, and claims for defamation and breach of non-disparagement based upon today's events. Further, your client will withdraw from the [REDACTED] cases and the [REDACTED] matters. [REDACTED] provided each client consents and will issue a retraction for his libel and slander in the form below to all persons he contacted today. My clients will remit no fees to your client, and your client will have no further responsibilities to make any payments to my clients. Your client will acknowledge responsibility for the Lease and the parties will execute mutual releases. Nothing further is required.

Retraction: "I wanted to take this opportunity to contact you and personally retract the statements I made about my former partners Nicole Wade, Jonathan Grunberg and Taylor Wilson. I was angry, and those statements are not true."

Drew

ANDREW M. BEAL

Buckley Beal, LLP
Bank of America Plaza, Suite 3900

90. As shown above, the posts contained in the above paragraph received at least 914,900 views combined.

91. Defendant Wood posted the following false and defamatory statements regarding Plaintiffs on his Telegram channels on May 20, 2021⁶:

⁶ See <https://t.me/linwoodspeakstruth/2598> (last visited Feb. 25, 2022).



Lin Wood

Yesterday, I posted the email below and suggested that in my opinion, this demand by Atlanta lawyer Andy Beall of Buckley/Beall and Atlanta lawyers Nicole J. Wade, Jonathan D. Grunberg, and G. Taylor Wilson of Wade, Grunberg, & Wilson, LLC constituted an attempt to extort me.

I know some other lawyers who agree with my opinion.

Today, Andy Beall filed papers with the Court accusing me of wrongdoing for stating my opinion which by the way is a fully protected opinion under the First Amendment.

Wow! Andy, Nicole, Jonathan, and Taylor apparently do not believe in freedom of speech.

I do believe in freedom of speech and I will never stop fighting for free speech and the Bill of Rights.

t.me/linwoodspeakstruth/2598 166 8K 👁 May 20, 2021 at 18:14

92. As shown in the snapshot, the above post received at least 166,800 views.

93. Defendant Wood posted the following false and defamatory statements regarding Plaintiffs on his Telegram channels on May 26, 2021⁷:

⁷ See <https://t.me/linwoodspeakstruth/2703> and <https://t.me/linwoodspeakstruth/2704> (last visited Feb. 25, 2022).



Lin Wood

Today I had to respond to 50 Requests for Admission filed by "Dandy Andy" Beal of Buckley/Beal, the lawyer for Nicole J. Wade, Jonathan D. Grunberg, and G. Taylor Wilson of the Atlanta law firm of Wade, Grunberg, & Wilson, LLC.

As a trial lawyer with 43 years experience, I know you have to review these requests carefully in order to frame a correct and truthful response. Sometimes, the response includes protected expressions of opinions.

Below is a an example of a response to a Request for Admission. This example happens to be my response to WGW's request number 50!

t.me/linwoodspeakstruth/2703 162.5K May 26, 2021 at 20:18



Lin Wood

REQUEST FOR ADMISSION NO. 50.

Admit that you contacted clients or former clients to discuss the lawsuit filed by Plaintiffs against you, and during these communications you referred to the Plaintiffs' suit as extortion and used words to state or imply that Plaintiffs were dishonest.

RESPONSE TO REQUEST FOR ADMISSION NO. 50.

Mr. Wood admits that he contacted clients in privileged communications concerning the frivolous lawsuit which Plaintiffs were threatening to file against Mr. Wood and L. Lee Wood, P.C. In Mr. Wood's opinion, Plaintiffs committed the crime of attempted extortion and Mr. Wood is still considering whether to pursue criminal actions against Plaintiffs and their counsel. Further, in Mr. Wood's opinion, Plaintiffs are dishonest and unfit to practice law. Except to the extent admitted herein, Request No. 50 is denied.

Respectfully submitted this 26th day of May, 2021

t.me/linwoodspeakstruth/2704 160.4K May 26, 2021 at 20:18

94. When a user clicks on the snapshot, the following clear image appears:

REQUEST FOR ADMISSION NO. 50:

Admit that you contacted clients or former clients to discuss the lawsuit filed by Plaintiffs against you, and during these communications you referred to the Plaintiffs' suit as extortion and used words to state or imply that Plaintiffs were dishonest.

RESPONSE TO REQUEST FOR ADMISSION NO. 50:

Mr. Wood admits that he contacted clients in privileged communications concerning the frivolous lawsuit which Plaintiffs were threatening to file against Mr. Wood and L. Lin Wood, P.C. In Mr. Wood's opinion, Plaintiffs committed the crime of attempted extortion and Mr. Wood is still considering whether to pursue criminal actions against Plaintiffs and their counsel. Further, in Mr. Wood's opinion, Plaintiffs are dishonest and unfit to practice law. Except to the extent admitted herein, Request No. 50 is denied.

Respectfully submitted this 26th day of May, 2021.

95. As shown in the snapshot, the posts contained in the above paragraph received at least 322,900 views combined.

96. During the Fulton County Litigation, Defendant Wood noticed the depositions of Plaintiffs. Because Defendant Wood's above posts regarding Plaintiffs were engendering physical threats of harm toward Plaintiffs—both in public messages and direct messages—because Defendant Wood's followers were suggesting they would attend the depositions in person, because Defendant Wood was publicizing the location of the depositions, because Defendant Wood refused to move the depositions to an agreed safe location, and because the deposition notices were signed only by a lawyer not authorized to practice law in the State of Georgia,

Plaintiffs did not attend the depositions after providing notice to Defendant Wood and filing a motion for protective order.

97. Plaintiffs' decision not to appear for depositions did not stop Defendant Wood from pretending they were depositions and giving three lengthy sililoquies "on the record" so that he could subsequently post on Telegram his "depositions" in which he made a variety of false and defamatory accusations against Plaintiffs.

98. Between June 16, 2021, and June 18, 2021, Defendant Wood posted to his Telegram channels the videos and transcripts of his own screeds, which he falsely characterized as "depositions," accusing Plaintiffs of extortion, among other things, with the posts receiving a combined 1,135,200 views, as follows⁸:

Wood's Video Speech Regarding Wade

- a. [T]hese accusations against me ... were filed for an attempt to do nothing more than to smear me, and to **extort** from me monies that the Plaintiffs ... are not entitled to recover. (Transcript at 7-8).
- b. So then I had these lawyers trying to threaten me that they were going to make public their accusations about my mental health ... It was an

⁸ A true and correct copy of each transcript and video as posted by Wood may be found at the following links, each of which are incorporated herein by reference: <https://t.me/linwoodspeakstruth/3198> (145,900 views); <https://t.me/linwoodspeakstruth/3192> (145,300 views); <https://t.me/linwoodspeakstruth/3229> (202,100 views); <https://t.me/linwoodspeakstruth/3260> (156,000 views); <https://t.me/linwoodspeakstruth/3267> (163,300 views); <https://t.me/linwoodspeakstruth/3268> (163,400 views); and <https://t.me/linwoodspeakstruth/3279> (159,200 views) (last visited Feb. 25, 2022).

extortion played by these lawyers. When I finally made the mistake of making a deal with them, all of a sudden my mental health was fine. They signed a settlement agreement stating that on information and belief, that I was mentally competent in all respects and had been for the many months before then. It was **extortion**. (*Id.* at 11-12).⁹

- c. I recommended to the client through his local counsel that they agree to the deal that I had presented even though I knew it was **extortion**. (*Id.* at 12).
- d. They presented me with a draft of their lawsuit, which in the fraud portion of the case went into detail about issues that arose out of their interference with my children's relationship with me, where they were actively taking steps and doing things that in essence had my children not honoring their father.... They put that stuff in the fraud complaint among other things that were scandalous, irrelevant, immaterial, to even a fraud claim. They did that to smear me and to try to get me to pay this money. I didn't do it. I told them to file it. (*Id.* at 14-15).¹⁰
- e. I was trying to help them even though they had tried to **extort** me. (*Id.* at 18).
- f. You don't use the court system to **extort** people. (*Id.* at 21).

⁹ To be clear, Plaintiffs never "threaten[ed] ... to make public their accusations about [Wood's] mental health." To the contrary, apparently Wood feels that his own actions as alleged in Plaintiffs' Fulton County Litigation reflect on his mental health. Further, Plaintiffs merely agreed upon information and belief in the March 17 Agreement, based on Wood's and his counsel's representations, that he was legally competent, including to execute the agreement.

¹⁰ Plaintiffs actually took painstaking efforts to remove and redact any reference to Wood's children, by context clue or otherwise, in their complaint, including by not attaching exhibits to their complaint. Further, Wood did not tell Plaintiffs to file their complaint; he solicited arbitration.

Wood's Video Speech Regarding Wilson

- g. I wanted to ask Mr. Taylor why they told me instead of paying them some \$600,000, that they wanted to now have me pay them \$1.5 million, and if I didn't, they were going to file this lawsuit they sent to try to smear me name. They were trying to **extort** me. Almost **blackmail** me. \$1.5 million? How did the value of the case go up three times? I told them to file it. They did. The law does not sanction lawyers' engaging in such conduct to try to **extort** money from another party based on threats of filing frivolous and smears in a lawsuit. (Transcript at 20).

Wood's Video Speech Regarding Grunberg

- h. But I wanted to ask him about Rule 1.5 where the Bar requires that I get [the client's] consent to a lawsuit that I settled for him ... and a second lawsuit I settled with him ... his consent to giving these lawyers their unfortunately – it's the truth – **extortion** that they tried to successfully, now unsuccessfully obtain from me. (Transcript at 16-17).
- i. I was willing to live up the agreement even though it was **extortion**. (*Id.* at 18).
- j. I also wanted to ask him about some of the specifics in that complaint. Because they told me if I didn't agree to pay them \$1.5 million, 1.25 in cash, and to pay for their share of the office lease ... that if I didn't pay \$1.5 million to him immediately, he was going to sue that case and ... smear my name, have that complaint circulated all over the country for people to attack me and to accuse me and to smear my reputation. That's **blackmail**. That's **extortion**, in my view. (*Id.* at 20).
- k. Never heard another word about it [when Defendant Wood assaulted Grunberg] from the boy until I – all of sudden, to try to **extort** me, he puts in a claim that I assaulted him. (*Id.* at 23-24).

1. I don't know how Jonathan knows anything about it [when Defendant Wood assaulted Wilson], but nothing was ever said about it¹¹ after the event until they put it into this lawsuit where they tried to **extort** me to have me pay them \$1.5 million in a case that even they claim is worth only \$647,000, after they get the benefit of the \$280,000 that I was to pay for their share of the lease. They owe me \$280,000. (*Id.* at 25-26).

99. Thus, Defendant Wood has accused Plaintiffs of criminal extortion and attempted extortion in connection with both the underlying March 17 Agreement and their subsequent Settlement Demand when Defendant Wood breached the March 17 Agreement. Neither can be supported by any evidence.

100. Defendant Wood posted publicly to his—at the time—approximately 850,000 followers his accusations that Plaintiffs, for example:

- a. acted “[i]n an effort to extort money from me,”
- b. “tried to extort money out of me,”
- c. committed “criminal extortion,”
- d. should be “subject to potential disbarment for engaging in an attempt to criminally extort” him,
- e. “committed the crime of attempted extortion and Mr. Wood is still considering whether to pursue criminal actions against

¹¹ Wood has admitted to both on recording after they occurred.

Plaintiffs and their counsel,” “engaged in criminal conduct (such as attempted extortion)”;

f. are “extortionists” and “extortionist lawyers.”

101. Defendant Wood bolstered his defamatory accusations by asserting that “I know some other lawyers who agree with my opinion,” by referencing the fact that he is “a trial lawyer with 43 years experience,” by lying about and misrepresenting the underlying facts regarding his accusation of extortion, by soliciting Bar complaints against Plaintiffs, and by stating that their actions should result in disbarment.

102. Under certain circumstances, accusing an opposing party in litigation of “extortion” can be considered rhetorical hyperbole, because the party is not truly accusing the other party of a criminal activity but instead is merely characterizing the litigation as extortion.

103. In this case, however, Defendant Wood has in fact accused Plaintiffs of the crime of extortion and attempted extortion.

104. For instance, Defendant Wood stated that he was “considering whether to pursue criminal action against Plaintiffs,” and repeatedly called his accusation “true.”

105. Defendant Wood further stated that he was “filing a grievance complaint against Wade, Wilson & Grunberg individually . . . so that they can be investigated and the matter reviewed by the GA State Bar.”

106. He also urged his followers to file complaints with the Georgia Bar as a result of their purportedly criminal behavior.

107. Because Defendant Wood accused Plaintiffs of committing a crime for which they should be disbarred and/or criminally prosecuted, as opposed to merely characterizing their litigation negatively, his defamatory accusations are not protected as rhetorical hyperbole. *See, e.g., Friedman v. Blumberg L.P.*, 884 F.3d 83, 97 (2d Cir. 2017) (“This statement can be read as something other than a characterization of [plaintiff]’s underlying lawsuit against [defendant] and is reasonably susceptible to a defamatory meaning—that [plaintiff] actually committed the criminal act of extortion—a statement that is capable of being proven false.”).

108. Defendant Wood’s accusations are not protected opinion as a result of his use of the phrase “in my opinion” at times, because he made accusations of fact that are capable of being proven true or false. *See, e.g., Milkovich v. Lorain Journal Co.*, 497 U.S. 1, 19 (1990) (“Simply couching such statements in terms of opinion does not dispel these implications; and the statement, ‘In my opinion Jones is a liar,’ can cause as much damage to reputation as the statement, ‘Jones is a liar.’”).

CAUSE OF ACTION FOR DEFAMATION

109. Plaintiffs incorporate by reference paragraphs 1 through 108 of this Verified Complaint as if fully stated herein.

110. Through his social media posts on Telegram between May 12 and June 18, 2021, and in the context set forth above, Defendant Wood published the following false and defamatory statements about Plaintiffs (collectively, the “Defamatory Statements”):

- a) “In an effort to extort money from me, Nicole J. Wade, Jonathan D. Grunberg, and G. Taylor Wilson of the Atlanta law firm of Wade, Grunberg & Wilson, LLC interfered with my relationship with my children.... I had some choice words for these extortionists.... I told these extortionist lawyers ... These extortionist lawyers ... these extortionist lawyers who should be disbarred.” (May 12) (*see* ¶ 82)
- b) “I’m gonna tell you the truth about that lawsuit. These people tried to extort money out of me that they didn’t have and didn’t deserve.... So the truth of the matter is it was an extortionist type attempt by these lawyers.” (May 13) (*see* ¶ 86)
- c) “Does that sound like criminal extortion to you?” (May 19 at 12:11 pm) (*see* ¶ 88)
- d) “If you believe Person A is attempting to criminally extort you ...if Person A is a lawyer, should . . . Person A . . . be subject to potential disbarment for engaging in an attempt to criminally extort you?” (May 19 at 12:20 pm) (*see* ¶ 88)

- e) “[C]oncerned citizens can file Bar complaints against lawyers who they believe have violated disciplinary rules or engaged in possible criminal conduct (such as attempted extortion). . . . Here is the link which I provide as a public service. By the way, . . . Nicole, Jonathan & Taylor are Georgia lawyers.” (May 19 at 12:54 pm) (*see* ¶ 88)
- f) “Yesterday, I posted the email below and suggested that in my opinion, this demand by . . . Atlanta lawyers Nicole J. Wade, Jonathan D. Grunberg, and G. Taylor Wilson of Wade, Grunberg, & Wilson, LLC constituted an attempt to extort me.” (May 20) (*see* ¶ 91)
- g) “Plaintiffs committed the crime of attempted extortion and Mr. Wood is still considering whether to pursue criminal actions against Plaintiffs. . . .” (May 26) (*see* ¶¶ 93-94)
- h) “These accusations against me . . . were filed for an attempt . . . to extort from me monies that the Plaintiffs . . . are not entitled to recover.” (June 16) (*see* ¶ 98(a))
- i) “So then I had these lawyers trying to threaten me that they were going to make public their accusations about my mental health. . . . It was an extortion played by these lawyers. . . . It was extortion.” (June 16) (*see* ¶ 98(b))
- j) “I recommended to the client through his local counsel, that they agree to the deal even though I knew it was extortion.” (June 16) (*see* ¶ 98(c))

- k) “They presented me with a draft of their lawsuit, which in the fraud portion of the case went into detail about issues that arose out of their interference with my children’s relationship with me ... They put that stuff in the fraud complaint among other things that were scandalous, irrelevant, immaterial, to even a fraud claim. They did that to smear me and to try to get me to pay this money.” (June 16) (*see* ¶ 98(d))
- l) “I was trying to help them even though they had tried to extort me.” (June 16) (*see* ¶ 98(e))
- m) “You don’t use the court system to extort people.” (June 16) (*see* ¶ 98(f))
- n) “They were trying to extort me. Almost blackmail me.... The law does not sanction lawyers’ engaging in such conduct to try to extort money from another party...” (June 18) (*see* ¶ 98(g))
- o) “[T]heir unfortunately – it’s the truth – extortion that they tried to successfully, now unsuccessfully obtain from me.” (June 18) (*see* ¶ 98(h))
- p) “I was willing to live up to the agreement even though it was extortion.” (June 18). (*see* ¶ 98(i))
- q) “Because they told me if I didn’t agree to pay them \$1.5 million, 1.25 in cash, and to pay for their share of the office lease ... that if I didn’t pay \$1.5 million to him immediately, he was going to sue that case and ... smear my name, have that complaint circulated all over the country for people to attack me and to accuse me and to smear my reputation. That’s blackmail. That’s extortion, in my view.” (June 18) (*see* ¶ 98(j))
- r) “Never heard another word about it from the boy until I – all of a sudden, to try to extort me, he puts in a claim that I assaulted him.” (June 18) (*see* ¶ 98(k))

- s) “[N]othing was ever said about it after the event until ... they tried to extort me to have me pay them \$1.5 million in a case that even they claim is worth only \$647,000...” (June 18) (*see* ¶ 98(1))

111. In accordance with O.C.G.A. § 51-5-11(a), at least seven days prior to the filing of this lawsuit, on March 8, 2022, Plaintiffs demanded in writing that Defendant Wood retract the Defamatory Statements. A true and correct copy of that retraction demand is attached hereto as *Exhibit A*.

112. Defendant Wood has failed and refused to retract the Defamatory Statements.

113. Defendant Wood published the Defamatory Statements to third parties without privilege.

114. The statements set forth in Paragraph 110 (a)-(s) are of and concerning Plaintiffs.

115. The Defamatory Statements are false.

116. The Defamatory Statements are defamatory per se.

117. Defendant Wood published the Defamatory Statements negligently and with actual malice, i.e., knowledge that the Defamatory Statements were false or with reckless disregard for their falsity.

118. Defendant Wood knew that the Defamatory Statements were false because Wood, as a firsthand source, knew that Plaintiffs did not make any

statements or threats which could amount to extortion in any of their dealings with him, specifically including the negotiation of the March 17 Agreement and in connection with the August Settlement Demand.

119. Defendant Wood knew that the Defamatory Statements were false, including because he omitted and otherwise misrepresented factual information—for which he is a firsthand source—demonstrating that the Settlement Demand made by Plaintiffs prior to initiating the Fulton County Litigation was a reasonable pre-suit demand to resolve disputed and meritorious claims.

120. Defendant Wood knew that the Defamatory Statements were false, including because, as a lawyer, he omitted and otherwise misrepresented legal information—for which he is a firsthand source—demonstrating that the Settlement Demand made by Plaintiffs was merely a reasonable pre-suit demand to resolve disputed and meritorious claims.

121. Defendant Wood knew that the Defamatory Statements were false, including because, as a firsthand source, he fabricated information to support his false and defamatory accusations against Plaintiffs.

122. For instance, and without limitation, Defendant Wood knew that Plaintiffs' Settlement Demand was not merely to resolve a \$647,000 breach of contract, but an offer for a global resolution that included amounts for (1) the

liquidated sum already known to be owed to Plaintiffs (\$932,949.99 not including the payment for the LLW PC lease); (2) an additional fee which was already owed by Wood but was unliquidated and unknown to Plaintiffs, but which they reasonably believed was at least \$165,000; (3) to buy Plaintiffs out of remaining contingency fees for pending cases, which Plaintiffs reasonably believed would amount to at least \$165,000; (4) fraud by Defendant Wood; (5) defamation by Defendant Wood; (6) breach of Defendant Wood's non-disparagement obligations under the March 17 Agreement; (7) attorneys' fees; and (8) the option to rescind the March 17 Agreement and seek a variety of damages in contract and tort, i.e., a new release of claims.

123. For instance, and without limitation, Defendant Wood knew that—contrary to his Defamatory Statements—Plaintiffs never threatened the conduct he described, in their draft complaint or otherwise. Indeed, directly contrary to Wood's claims, Plaintiffs never threatened to publicly accuse him of being mentally ill nor did they publicly describe any apparent issues he was having with his children, even in their complaint against him. Instead, Plaintiffs' Fulton County Litigation complaint described their dealings, mostly in Wood's own words, and Plaintiffs took painstaking efforts to remove any reference to Wood's health and his children.

124. Defendant Wood negligently, recklessly, and/or with knowledge of falsity published the Defamatory Statements, including because Defendant Wood knew that Plaintiffs did not make any of the threats identified as extortion under Georgia law, and to the contrary, actually made concessions each time Wood reneged on an agreement.

125. Defendant Wood knew that the Defamatory Statements were false, including because on February 18, 2020, one day after the parties' February 17 Agreement, Wood admitted in an e-mail to Plaintiffs and third parties that:

The primary purpose of this e-mail is [to] correct and retract some very hurtful and false accusations that I recently made against ... my current law partners and employees. In the worst example of a defamer, I published accusatory statements with incomplete information and out of anger, coupled with a tired brain and body.... Allow me to make clear that in all of the recipients of this email, there is not a dishonest or criminal bone in any of their bodies. I say this unequivocally and in direct contradiction to any suggestions or accusations or statements that I may have made against anyone on this email.... The recent emails to which I refer are the worst examples of the failure by an individual – ME – to pursue truth and achieve justice. My statements against the identified individuals were not true and inflicted an injustice upon them ... I want to make it very clear that the individuals who were falsely accused are innocent of any wrongdoing and are encouraged to seek any further remedies against me for my wrongdoing...

126. Defendant Wood negligently and recklessly published the Defamatory Statements, including by failing to conduct a reasonable investigation prior to publication by, without limitation, failing to consider or knowingly disregarding evidence that was available to him.

127. There exists significant circumstantial evidence demonstrating Defendant Wood's knowledge of falsity and reckless disregard for the truth and that all such statements were made with the deliberate intent to harm Plaintiffs.

128. Defendant Wood negligently, recklessly, and/or with knowledge of falsity published the Defamatory Statements, including because he has a known bias, hostility, and animus against Plaintiffs. Indeed, his accusations against Plaintiffs merely form part of a continuing course of conduct which, in his own words, are designed to "destroy" Plaintiffs and render them "broke and essentially homeless."

129. Defendant Wood negligently and recklessly published the Defamatory Statements, including because he has made a vast number of false and defamatory accusations about Plaintiffs which were made up out of whole cloth, demonstrating his pre-conceived narrative in a deliberate attempt to harm Plaintiffs. For instance, Defendant Wood has made a variety of false claims regarding Plaintiffs, such as that they are being financed by nefarious actors to pursue litigation against him, that they are members of the so-called "Deep State," and that their litigation against him is motivated by some political agenda tied to, e.g., Black Lives Matter.

130. Defendant Wood negligently and recklessly published the Defamatory Statements, including because—the same day that Wood received Plaintiffs'

retraction demand on March 8, 2022—he again published an accusation of extortion and claimed, not that it was true, but that it was a protected opinion.¹²

131. Defendant Wood negligently and recklessly published the Defamatory Statements, including because he repeatedly made threats to destroy Plaintiffs in the court of public opinion, demonstrating a pre-conceived effort to falsely defame Plaintiffs.

132. At bottom, Defendant Wood, as a lawyer with over 40 years of experience, knew and recklessly disregarded that the Defamatory Statements were false because he knew that Plaintiffs had a variety of meritorious claims against him and that they therefore had a right to make a demand for settlement of those meritorious claims.

133. Indeed, for all his other statements, Defendant Wood has acknowledged that Plaintiffs have a meritorious claim for breach of contract against him.

134. Defendant Wood knew that the Defamatory Statements were false, including because one of his Telegram posts admitted that Plaintiffs' Settlement

¹² He also accused Plaintiffs of engaging in a concerted effort in “lawfare” with State Bar organizations and the United States Court of Appeals for the Eleventh Circuit, and he communicated that they are in some manner being paid “dark money” to do it. *See* <https://t.me/linwoodspeakstruth/10288>; <https://t.me/linwoodspeakstruth/10289>; <https://t.me/linwoodspeakstruth/10290>; <https://t.me/linwoodspeakstruth/10291>; and <https://t.me/linwoodspeakstruth/10292>.

Demand was based on additional claims beyond the liquidated amount owed under the March 17 Agreement, but for which he nonetheless misrepresented their claims and the law¹³:



Reply To Lin Wood
Forwarded from Lin Wood

One further note, the email above attempts to falsely justify the inflated demand by claiming I "defamed" Nicole, Jonathan, and Taylor by informing 3 of my clients of the false claim of fraud threatened against me.

Defamation 101: There must be the publication of a false and defamatory statement to a third party WITHOUT privilege.

My statements to my clients were attorney-client privileged. They were PRIVILEGED.

Maybe I should teach young lawyers defamation law?
Maybe Andy Beall could also learn a thing or two from me.

What do you think?

t.me/replytollinwood/1762

7.9K May 20 at 18:23

135. The Defamatory Statements constitute defamation per se, for which compensatory damages are presumed as a matter of law.

136. Plaintiffs have suffered actual damages as a direct result of the Defamatory Statements about them, including to their reputation.

¹³ Defendant Wood's "Defamation 101" is entirely off target. Wood had no privilege to defame Plaintiffs, and he defamed them to their colleagues as well as clients.

137. Plaintiffs have suffered actual damages as a direct result of the Defamatory Statements about them, including emotional and mental distress.

138. For instance, with prior notice that his posts about Plaintiffs had previously resulted in threats of harm to Plaintiffs,¹⁴ Defendant Wood has delighted in the knowledge that the very posts at issue in this case resulted in significant, repeated threats of physical harm to Plaintiffs.¹⁵ For example, Wood's followers responded to Wood's comments about Plaintiffs both online and with direct communications through e-mail, telephone, and social media with messages such as the following:

¹⁴ For instance, following previous posts by Wood asking his followers to research Plaintiffs and their counsel to ascertain their alleged (but non-existent) political, communist agenda, Plaintiffs' and their lawyers' information ended up on the infamous 8kun/8chan website with requests for "Anons" to do a "deep dive" into their personal information.

¹⁵ At some unknown point in time after May 2021, Defendant Wood's reply channel was apparently scrubbed of all comments by his followers on previous posts. The excerpts in this paragraph were previously preserved by Plaintiffs.

Erik
I'd love to see these traitors dead 5:02 PM

Penny Griggs Reply
Belinda
Yes we are. Only thing, I'm in W. TN.. Keep me informed if ther...
Same here, right on the TN river, but I can be in Nashville in 1 1/2 hr. This Patriot is ready to "go to war"!
1:47 PM

Iguana Haffun 🇺🇸
Hi Lin, if you could kindly place the home address of these bad folk for us millions of patriotic Americans to have then that would be great. Also, feel free to mail the bad folk another set of underwear cause they're gonna shit their pants.
9:17 PM

Nicole, Jonathan and Taylor:
He speaks for millions and we approve this message. We DO NOT approve assault on the 1st amendment and some of us love the 2nd one as well!
10:31 AM

Lillith Reply
Time to finish the job. 1:31 AM

Brandqn Reply
Let's end this movie 🇺🇸 🇺🇸 🇺🇸 5:46 AM

Earl E. Wischmeier Reply
Lin they're barking up the wrong tree they're messing with the wrong dude, you have millions of people supporting you!

I was in the crowd on January 6th Washington DC!

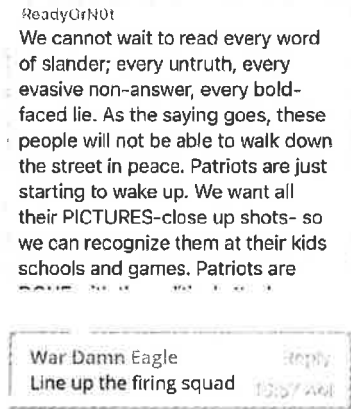
There was no Insurrection there was no riot that was a poorly done soap opera play that happened while Donald Trump was still speaking.

If necessary Lin, I'm sure could gather up a million or so of our friends and visit Georgia if necessary.

Just to have a picnic:)

And while we're in the neighborhood we could go have a picnic in South Carolina perhaps?
8:23 PM

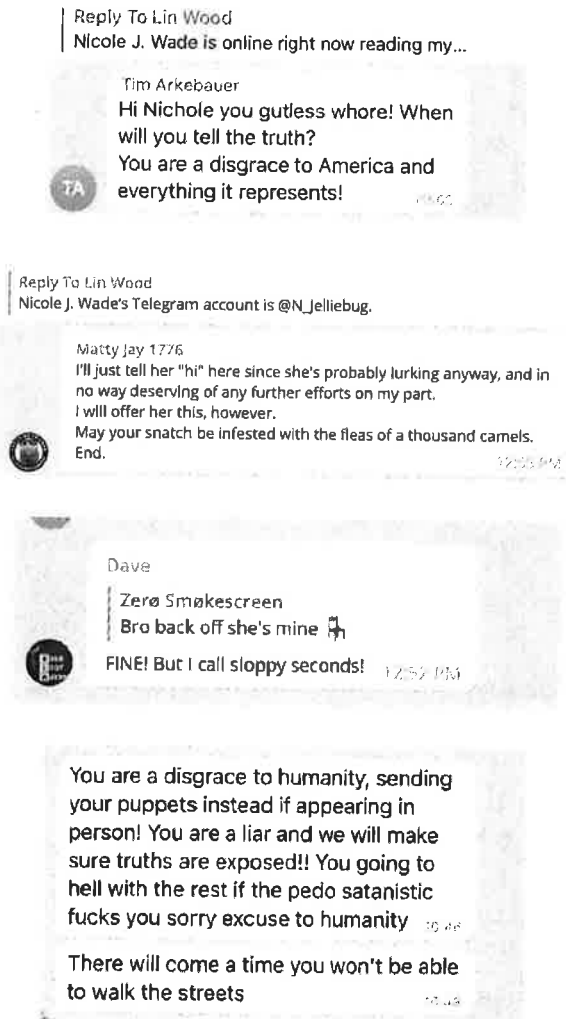
How Can We Help?: You sir aren't a Chilayin Jew, you are a fucking faggot Jew soy boy snowflake. Get a fucking life you low life piece of shit. And a really shitty lawyer I hear. You would be nowhere if it weren't for Lin Wood. Go out back and eat a bullet you spineless fuckhead.



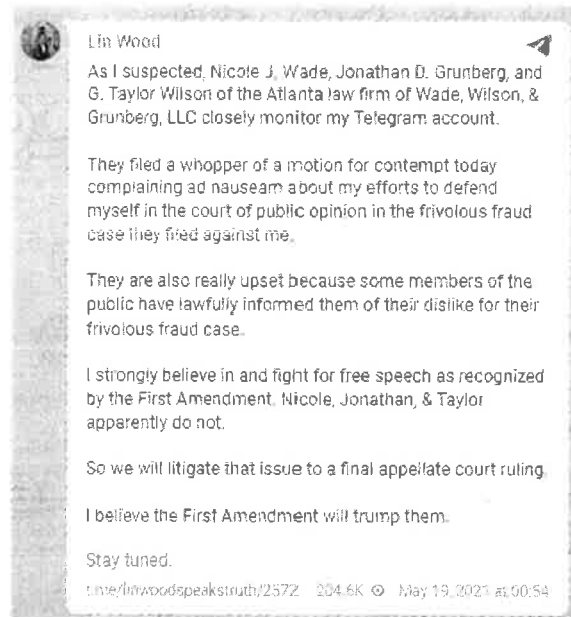
139. As requested in the “ReadyOrNot” post requesting “PICTURES – close up shots – so we can recognize them at their kids schools and games,” Defendant Wood obliged with respect to Plaintiffs Wilson and Grunberg, who are the two Plaintiffs with small children:



140. In connection with posting the “transcripts” of his own diatribes that he mischaracterized as “depositions,” Defendant Wood also posted Plaintiff Wade’s picture and delighted in the threats he was inciting toward Plaintiffs, including by “doxxing” Wade, which had the expected consequences, including, as examples:



141. Defendant Wood had previously acknowledged threats such as these, and seemed to openly encourage them when he posted as follows on May 19, 2021 (the same time in which he was accusing Plaintiffs of extortion):



142. Plaintiffs are entitled to an award of compensatory damages against Defendant Wood in an amount to be proven at trial.

143. Defendant Wood published the Defamatory Statements in a deliberate attempt to cause harm to Plaintiffs.

144. Defendant Wood published the Defamatory Statements with actual malice and common law malice, thereby entitling Plaintiffs to an award of punitive damages.

145. Defendant Wood's conduct in publishing the Defamatory Statements was outrageous and willful, demonstrating that entire want of care that raises a conscious indifference to consequences.

146. Defendant Wood published the Defamatory Statements without privilege because he published them with actual malice and not in good faith.

147. Plaintiffs are entitled to an award of punitive damages against Defendant Wood.

148. Defendant Wood has acted in bad faith, has been stubbornly litigious, and has caused Plaintiffs unnecessary trouble and expense by making and refusing to retract his Defamatory Statements, and Plaintiffs are entitled to recovery of attorneys' fees pursuant to O.C.G.A. § 13-6-11.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that the Court grant Plaintiffs the following relief against Defendant Wood:

- A. Compensatory damages in an amount to be proven at trial in excess of \$75,000;
- B. An award of attorneys' fees and costs, including pursuant to O.C.G.A. § 13-6-11, in an amount to be proven at trial;
- C. An award of punitive damages in an amount to be proven at trial; and

D. Such other relief as the Court deems just and proper.

This 17th day of March, 2022.

/s/Andrew M. Beal

Andrew M. Beal

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Georgia Bar No. 043842

Milinda Brown

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Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury on all counts so triable.

This 17th day of March, 2022.

/s/ Andrew M. Beal

Andrew M. Beal

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Attorneys for Plaintiffs

CERTIFICATION UNDER L.R. 7.1D.

Pursuant to Northern District of Georgia Civil Local Rule 7.1D, the undersigned counsel certifies that this VERIFIED COMPLAINT FOR DEFAMATION is a computer document and was prepared in Times New Roman 14-point font, as mandated in Local Rule 5.1C.

This 17th day of March, 2022.

/s/ Andrew M. Beal

Andrew M. Beal

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Georgia Bar No. 043842

Milinda Brown

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Attorneys for Plaintiffs

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF KENTUCKY
NORTHERN DIVISION
AT COVINGTON**

NICHOLAS SANDMANN, by and through his parents and natural guardians, TED SANDMANN and JULIE SANDMANN,	:	CASE NO.
	:	
	:	JUDGE
	:	
Plaintiffs,	:	PLAINTIFF'S COMPLAINT WITH
	:	JURY DEMAND
	:	
v.	:	
	:	
CABLE NEWS NETWORK, INC.,	:	
	:	
Defendant.	:	
	:	
	:	
	:	

NOW COMES Nicholas Sandmann (“Nicholas”), by and through his parents and natural guardians, Ted Sandmann and Julie Sandmann, and by and through counsel, and states his Complaint for Defamation against Cable News Network, Inc. (“CNN”) as follows:

INTRODUCTION

1. In 1980, Ted Turner defied skeptics and successfully founded CNN, the first 24-hour cable and satellite news channel.
2. For several years thereafter, CNN branded itself worldwide as “the most trusted name in news.”
3. CNN is now owned by Turner Broadcasting System, Inc., an American media conglomerate that is a division of Warner Media, LLC.
4. Warner Media, LLC is an American multinational mass media and entertainment conglomerate owned by AT&T, Inc. and headquartered in New York City.



291. As a direct and proximate result of the False and Defamatory Accusations Nicholas suffered severe emotional and mental distress.

292. As a direct and proximate result of the False and Defamatory Accusations Nicholas is forced to live his life in a constant state of concern over his safety and the safety of his family.

293. CNN published its False and Defamatory Accusations with actual malice and common law malice, thereby entitling Nicholas to an award of punitive damages.

294. CNN's conduct was outrageous and willful, demonstrating that entire want of care that raises a conscious indifference to consequences.

295. Nicholas is entitled to an award of punitive damages to punish CNN and to deter it from repeating such egregiously unlawful misconduct in the future.

WHEREFORE, Nicholas respectfully prays:

(a) That judgment be entered against CNN for substantial compensatory damages in an amount not less than Seventy-Five Million Dollars (\$75,000,000.00);

(b) That judgment be entered against CNN for punitive damages in an amount not less than Two Hundred Million Dollars (\$200,000,000.00);

(c) That Nicholas recover his reasonable attorneys' fees and expenses from CNN;

(d) That all costs of this action be taxed to CNN; and

(e) That the Court grant all such other and further relief that the Court deems just and proper, including equitable relief.

Respectfully submitted this 12th day of March, 2019.

L. LIN WOOD, P.C.

/s/ L. Lin Wood

L. Lin Wood (will seek admission *pro hac vice*)

lwood@linwoodlaw.com

G. Taylor Wilson (will seek admission *pro hac vice*)

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Jonathan D. Grunberg (will seek admission *pro hac vice*)

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/s/ Todd V. McMurtry

Todd V. McMurtry

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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF KENTUCKY
NORTHERN DIVISION
AT COVINGTON**

NICHOLAS SANDMANN, by and through his parents and natural guardians, TED SANDMANN and JULIE SANDMANN,	:	CASE NO.
	:	
	:	JUDGE
	:	
Plaintiffs,	:	PLAINTIFF'S COMPLAINT WITH
	:	JURY DEMAND
	:	
v.	:	
	:	
WP COMPANY LLC d/b/a THE WASHINGTON POST,	:	
	:	
Defendant.	:	
	:	

NOW COMES Nicholas Sandmann, by and through his parents and natural guardians, Ted Sandmann and Julie Sandmann, and by and through his counsel, states his Complaint against Defendant, WP Company LLC d/b/a *The Washington Post* ("the *Post*") as follows:

INTRODUCTION

1. The *Post* is a major American daily newspaper published in Washington, D.C. which is credited with inventing the term "McCarthyism" in an editorial cartoon published in 1950. Depicting buckets of tar, the cartoon made fun of then United States Senator Joseph McCarthy's "tarring" tactics of engaging in smear campaigns and character assassination against citizens whose political views made them targets of his accusations.

2. In a span of three (3) days in January of this year commencing on January 19, the *Post* engaged in a modern-day form of McCarthyism by competing with CNN and



206. The False and Defamatory Accusations were republished by third-parties and members of the mainstream and social media mob of other bullies, which was reasonably foreseeable.

207. The False and Defamatory Accusations against Nicholas are defamatory *per se*, as they are libelous on their face without resort to additional facts, and as clearly demonstrated here, Nicholas was subjected to public hatred, contempt, scorn, obloquy, and shame.

208. As a direct and proximate result of the False and Defamatory Accusations, Nicholas suffered permanent harm to his reputation.

209. As a direct and proximate result of the False and Defamatory Accusations Nicholas suffers and will continue to suffer severe emotional distress.

210. As a direct and proximate result of the False and Defamatory Accusations Nicholas is forced to live his life in a constant state of concern over his safety and the safety of his family.

211. The *Post* published its False and Defamatory Accusations with actual malice and common law malice, thereby entitling Nicholas to an award of punitive damages.

212. The *Post's* conduct was outrageous and willful, demonstrating that entire want of care that raises a conscious indifference to consequences.

213. Nicholas is entitled to an award of punitive damages to punish the *Post* and to deter it from repeating such egregiously unlawful misconduct in the future.

WHEREFORE, Nicholas respectfully prays:

(a) That judgment be entered against the *Post* for substantial compensatory damages in an amount not less than Fifty Million Dollars (\$50,000,000.00);

(b) That judgment be entered against the *Post* for punitive damages in an amount not less than Two Hundred Million Dollars (\$200,000,000.00)

(c) That Nicholas recover his reasonable attorneys' fees and expenses from the *Post*;

(d) That all costs of this action be taxed to *Post*; and

(e) That the Court grant all such other and further relief that the Court deems just and proper, including equitable relief.

Respectfully submitted this 19th day of February, 2019.

L. LIN WOOD, P.C.

/s/ L. Lin Wood

L. Lin Wood (will seek admission *pro hac vice*)

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G. Taylor Wilson (will seek admission *pro hac vice*)

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Jonathan D. Grunberg (will seek admission *pro hac vice*)

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PLLC**

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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

NICOLE JENNINGS WADE,)
JONATHAN D. GRUNBERG, and)
G. TAYLOR WILSON,)

Plaintiffs,)

v.)

L. LIN WOOD,)

Defendant.)

CIVIL ACTION

FILE NO. 1:22-cv-1073-MLB

DEFENSES AND ANSWER

COMES NOW, Defendant L. LIN WOOD, appearing specially and without submitting to the jurisdiction and venue of this Court, and files this his Defenses and Answer to Plaintiffs' Verified Complaint for Defamation (hereinafter referred to as "Plaintiffs' Complaint"), and shows the Court as follows:

FIRST DEFENSE

Plaintiffs' Complaint fails to state a claim against this Defendant upon which relief can be granted.

SECOND DEFENSE

Jurisdiction is improper as to this Defendant.

THIRD DEFENSE

Venue is improper as to this Defendant.



FOURTH DEFENSE

Plaintiffs' claim for punitive damages is in violation of this Defendant's right to due process guaranteed under the Fourteenth Amendment of the United States Constitution. More specifically, an excessive award of such damages will violate this Defendant's substantive and procedural due process rights. Further, elementary notions of fairness dictate notice of not only the conduct subjecting a person to punishment but also the severity of that penalty. A grossly excessive award furthers no legitimate state interest and constitutes an arbitrary deprivation of property. See State Farm Mutual Auto Insurance Company v. Campbell, 538 U.S. 408 (2003). The application of punitive damages under Georgia's statute authorizing such an award is likewise a violation of this Defendant's aforementioned Constitutional rights where Plaintiff seeks to impose a penalty for any conduct harming or otherwise involving persons not before the court. See Philip Morris USA v. Williams, 127 S. Ct. 1057 (decided February 20, 2007). Any award of punitive damages would be limited to a 1-1 ratio of punitive damages in comparison to any compensatory damages. Exxon Shipping Company v. Grant Baker, 1128 S. Ct. 2605 (2008).

FIFTH DEFENSE

Any and all statements purportedly made by Defendant that are the subject of Plaintiffs' allegations were true or substantially true.

SIXTH DEFENSE

Any and all statements purportedly made by Defendant that are the subject of Plaintiffs' allegations constitute protected opinion.

SEVENTH DEFENSE

ANSWER

Defendant responds to the allegations of Plaintiffs' Complaint as follows:

1.

Defendant denies the averments contained in paragraph 1 of Plaintiffs' Complaint.

2.

Defendant denies the averments contained in paragraph 2 of Plaintiffs' Complaint.

3.

Defendant denies the averments contained in paragraph 3 of Plaintiffs' Complaint.

4.

Defendant denies the averments contained in paragraph 4 of Plaintiffs' Complaint.

5.

On information and belief, Defendant admits the averments contained in

paragraph 5 of Plaintiffs' Complaint.

6.

On information and belief, Defendant admits the averments contained in paragraph 6 of Plaintiffs' Complaint.

7.

On information and belief, Defendant admits the averments contained in paragraph 7 of Plaintiffs' Complaint.

8.

Defendant admits the averments contained in paragraph 8 of Plaintiffs' Complaint.

9.

On information and belief, Defendant admits the averments contained in paragraph 9 of Plaintiffs' Complaint.

10.

Defendant denies the averments contained in paragraph 10 of Plaintiffs' Complaint, and calls for strict proof thereof.

11.

Defendant denies the averments contained in paragraph 11 of Plaintiffs' Complaint.

12.

Defendant denies the averments contained in paragraph 12 of Plaintiffs' Complaint.

13.

Defendant denies the averments contained in paragraph 13 of Plaintiffs' Complaint.

14.

Defendant denies the averments contained in paragraph 14 of Plaintiffs' Complaint.

15.

Defendant denies the averments contained in paragraph 15 of Plaintiffs' Complaint.

16.

Defendant admits the averments contained in paragraph 16 of Plaintiffs' Complaint.

17.

Defendant denies the averments contained in paragraph 17 of Plaintiffs' Complaint.

18.

Defendant denies the averments contained in paragraph 18 of Plaintiffs'

Complaint.

19.

Defendant denies the averments contained in paragraph 19 of Plaintiffs' Complaint.

20.

On information and belief, Defendant admits the averments contained in paragraph 20 of Plaintiffs' Complaint.

21.

Defendant is without knowledge and information sufficient to form a belief in the truth of the averments contained in paragraph 21 of Plaintiffs' Complaint.

22.

Defendant admits that he is an attorney licensed to practice law in the State of Georgia and further admits he has practiced law as the sole shareholder of L. Lin Wood, P.C. ("LLW PC"). The Defendant is without knowledge and information sufficient to form a belief in the truth of the remaining averments contained in paragraph 22 of Plaintiffs' Complaint.

23.

Defendant denies the averments contained in paragraph 23 of Plaintiffs' Complaint.

24.

Defendant denies the averments contained in paragraph 24 of Plaintiffs' Complaint.

25.

The Defendant admits that since February 14, 2020, Plaintiffs have practiced law together in a firm called Wade, Grunberg & Wilson, LLC, a Georgia limited liability corporation with its principal place of business in Fulton County, Atlanta, Georgia ("WGW"). The Defendant denies the remaining averments contained in paragraph 25 of Plaintiffs' Complaint.

26.

Defendant denies the averments contained in paragraph 26 of Plaintiffs' Complaint.

27.

Defendant denies the averments contained in paragraph 27 of Plaintiffs' Complaint.

28.

Defendant denies the averments contained in paragraph 28 of Plaintiffs' Complaint.

29.

Defendant denies the averments contained in paragraph 29 of Plaintiffs'

Complaint.

30.

Defendant denies the averments contained in paragraph 30 of Plaintiffs' Complaint.

31.

Defendant admits the statements in the text were made by Defendant, but to the extent that the full context has not been pled, Plaintiffs' 31 is denied.

32.

Defendant is without knowledge and information sufficient to form a belief in the truth of the averments contained in paragraph 32 of Plaintiffs' Complaint.

33.

Defendant admits the statements in the text were made by Defendant, but to the extent that the full context has not been pled, Plaintiffs' 33 is denied.

34.

Defendant is without knowledge and information sufficient to form a belief in the truth of the averments contained in paragraph 34 of Plaintiffs' Complaint.

35.

Defendant denies the averments contained in paragraph 35 of Plaintiffs' Complaint.

36.

Defendant denies the averments contained in paragraph 36 of Plaintiffs' Complaint.

37.

Defendant denies the averments contained in paragraph 37 of Plaintiffs' Complaint.

38.

Defendant denies the averments contained in paragraph 38 of Plaintiffs' Complaint.

39.

Defendant denies the averments contained in the first sentence of paragraph 39 of Plaintiffs' Complaint. Defendant is without knowledge and information sufficient to form a belief in the truth of the remaining averments contained in paragraph 39 of Plaintiffs' Complaint.

40.

Defendant denies the averments contained in paragraph 40 of Plaintiffs' Complaint.

41.

Defendant denies the averments contained in paragraph 41 of Plaintiffs' Complaint.

42.

Defendant admits that the Settlement Agreement included releases and a merger clause and was intended by Plaintiffs to resolve all outstanding issues between Plaintiffs and Defendant Wood. The Defendant denies all remaining averments contained in paragraph 42 of Plaintiffs' Complaint.

43.

The Defendant admits that on March 17, 2020 the Plaintiffs agreed to give Defendant a release for their existing tort claims. The Defendant denies all remaining averments contained in paragraph 43 of Plaintiffs' Complaint.

44.

Defendant denies the averments contained in paragraph 44 of Plaintiffs' Complaint.

45.

Defendant denies the averments contained in paragraph 45 of Plaintiffs' Complaint.

46.

Defendant denies the averments contained in paragraph 46 of Plaintiffs' Complaint.

47.

Defendant is without knowledge and information sufficient to form a belief

in the truth of the averments contained in paragraph 47 of Plaintiffs' Complaint.

48.

Defendant denies the averments contained in paragraph 48 of Plaintiffs' Complaint.

49.

Defendant denies the averments contained in paragraph 49 of Plaintiffs' Complaint.

50.

Defendant denies the averments contained in paragraph 50 of Plaintiffs' Complaint.

51.

Defendant admits that the Plaintiffs provided a copy of a lawsuit prior to filing, but Defendant denies the remaining averments contained in paragraph 51 of Plaintiffs' Complaint.

52.

Defendant denies the averments contained in paragraph 52 of Plaintiffs' Complaint.

53.

Defendant denies the averments contained in paragraph 53 of Plaintiffs' Complaint.

54.

Defendant denies the averments contained in paragraph 54 of Plaintiffs' Complaint.

55.

Defendant denies the averments contained in paragraph 55 of Plaintiffs' Complaint.

56.

Defendant denies the averments contained in paragraph 56 of Plaintiffs' Complaint.

57.

Defendant is without knowledge and information sufficient to form a belief in the truth of the averments contained in paragraph 57 of Plaintiffs' Complaint.

58.

Defendant denies the averments contained in paragraph 58 of Plaintiffs' Complaint.

59.

Defendant is without knowledge and information sufficient to form a belief in the truth of the averments contained in paragraph 59 of Plaintiffs' Complaint.

60.

Defendant denies the averments contained in paragraph 60 of Plaintiffs'

Complaint.

61.

Defendant denies the averments contained in paragraph 61 of Plaintiffs' Complaint.

62.

Defendant denies the averments contained in paragraph 62 of Plaintiffs' Complaint.

63.

Defendant admits that he communicated between February 22, 2020 and March 4, 2020 with his co-counsel. However, due to the incomplete and out of context nature of the Plaintiffs' allegations, Defendant is without knowledge and information sufficient to form a belief in the truth of the averments contained in paragraph 63 of Plaintiffs' Complaint.

64.

Defendant denies the averments contained in paragraph 64 of Plaintiffs' Complaint.

65.

Defendant denies the averments contained in paragraph 65 of Plaintiffs' Complaint.

66.

Defendant admits that the Plaintiffs filed their lawsuit on August 31, 2020, and that the action is currently pending in the Superior Court of Fulton County, Georgia, Case No. 2020CV339937 (the “Fulton County Litigation”). The Defendant denies the remaining averments contained in paragraph 66 of Plaintiffs’ Complaint.

67.

Defendant admits the averments contained in paragraph 67 of Plaintiffs’ Complaint to the extent the counts of the First Amended Complaint speak for themselves, but Defendant denies the accuracy of all counts set forth in the First Amended Complaint.

68.

Defendant admits the averments contained in paragraph 68 of Plaintiffs’ Complaint.

69.

Defendant admits the averments contained in paragraph 69 of Plaintiffs’ Complaint.

70.

Defendant admits the averments contained in paragraph 70 of Plaintiffs’ Complaint because no discovery has been conducted. Defendant further states that Defendant’s responsive pleadings have challenged Plaintiffs’ claims.

71.

Defendant denies the averments contained in paragraph 71 of Plaintiffs' Complaint.

72.

Defendant denies the averments contained in paragraph 72 of Plaintiffs' Complaint.

73.

Defendant denies the averments contained in paragraph 73 of Plaintiffs' Complaint.

74.

Defendant denies the averments contained in paragraph 74 of Plaintiffs' Complaint.

75.

The Defendant admits that he posts on Telegram, but denies the remaining averments contained in paragraph 75 of Plaintiffs' Complaint.

76.

Defendant denies the averments contained in paragraph 76 of Plaintiffs' Complaint.

77.

Defendant is without knowledge and information sufficient to form a belief

as to the truth of the averments contained in paragraph 77 of Plaintiffs' Complaint.

78.

Defendant is without knowledge and information sufficient to form a belief as to the truth of the averments contained in paragraph 78 of Plaintiffs' Complaint.

79.

Defendant denies the averments contained in paragraph 79 of Plaintiffs' Complaint.

80.

Defendant denies the averments contained in paragraph 80 of Plaintiffs' Complaint.

81.

Upon information and belief, the Defendant admits the averments contained in paragraph 81 of Plaintiffs' Complaint.

82.

Defendant denies the averments contained in paragraph 82 of Plaintiffs' Complaint.

83.

Defendant is without knowledge and information sufficient to form a belief as to the truth of the averments contained in paragraph 83 of Plaintiffs' Complaint.

84.

Defendant admits the averments contained in paragraph 84 of Plaintiffs' Complaint.

85.

The Defendant admits that he occasionally discussed the Plaintiffs' lawsuit during his campaign, but denies the remaining averments contained in paragraph 85 of Plaintiffs' Complaint.

86.

Defendant denies the averments contained in paragraph 86 of Plaintiffs' Complaint.

87.

Defendant is without knowledge and information sufficient to form a belief as to the truth of the averments contained in paragraph 87 of Plaintiffs' Complaint.

88.

Defendant denies the averments contained in paragraph 88 of Plaintiffs' Complaint.

89.

Defendant is without knowledge and information sufficient to form a belief as to the truth of the averments contained in paragraph 89 of Plaintiffs' Complaint.

90.

Defendant is without knowledge and information sufficient to form a belief as to the truth of the averments contained in paragraph 90 of Plaintiffs' Complaint.

91.

Defendant denies the averments contained in paragraph 91 of Plaintiffs' Complaint.

92.

Defendant is without knowledge and information sufficient to form a belief as to the truth of the averments contained in paragraph 92 of Plaintiffs' Complaint.

93.

Defendant denies the averments contained in paragraph 93 of Plaintiffs' Complaint.

94.

Defendant is without knowledge and information sufficient to form a belief as to the truth of the averments contained in paragraph 94 of Plaintiffs' Complaint.

95.

Defendant is without knowledge and information sufficient to form a belief as to the truth of the averments contained in paragraph 95 of Plaintiffs' Complaint.

96.

Defendant denies the averments contained in paragraph 96 of Plaintiffs'

Complaint.

97.

Defendant denies the averments contained in paragraph 97 of Plaintiffs'

Complaint.

98.

Defendant denies the averments contained in paragraph 98 of Plaintiffs'

Complaint.

99.

Defendant denies the averments contained in paragraph 99 of Plaintiffs'

Complaint.

100.

Defendant denies the averments contained in paragraph 100 of Plaintiffs'

Complaint.

101.

Defendant denies the averments contained in paragraph 101 of Plaintiffs'

Complaint.

102.

The Defendant admits that paragraph 102 is a generally correct statement of the law.

103.

Defendant denies the averments contained in paragraph 103 of Plaintiffs' Complaint, as pled.

104.

Defendant denies the averments contained in paragraph 104 of Plaintiffs' Complaint, as pled.

105.

The Defendant admits that he filed a grievance complaint, but is without knowledge and information sufficient to form a belief as to the truth of the remaining averments contained in paragraph 105 of Plaintiffs' Complaint.

106.

Defendant denies the averments contained in paragraph 106 of Plaintiffs' Complaint.

107.

Defendant denies the averments contained in paragraph 107 of Plaintiffs' Complaint.

108.

Defendant denies the averments contained in paragraph 108 of Plaintiffs' Complaint.

109.

Defendant incorporates by reference his responses to paragraphs 1-108 of Plaintiffs' Complaint as if fully set forth herein below.

110.

Defendant denies the averments contained in paragraph 110 of Plaintiffs' Complaint.

111.

The Defendant admits that the Plaintiffs forwarded a retraction demand, represented by Exhibit A.

112.

Defendant denies the averments contained in paragraph 112 of Plaintiffs' Complaint.

113.

Defendant denies the averments contained in paragraph 113 of Plaintiffs' Complaint.

114.

Defendant is without knowledge and information sufficient to form a belief as to the truth of the averments contained in paragraph 114 of Plaintiffs' Complaint.

115.

Defendant denies the averments contained in paragraph 115 of Plaintiffs'

Complaint.

116.

Defendant denies the averments contained in paragraph 116 of Plaintiffs'

Complaint.

117.

Defendant denies the averments contained in paragraph 117 of Plaintiffs'

Complaint.

118.

Defendant denies the averments contained in paragraph 118 of Plaintiffs'

Complaint.

119.

Defendant denies the averments contained in paragraph 119 of Plaintiffs'

Complaint.

120.

Defendant denies the averments contained in paragraph 120 of Plaintiffs'

Complaint.

121.

Defendant denies the averments contained in paragraph 121 of Plaintiffs'

Complaint.

122.

Defendant denies the averments contained in paragraph 122 of Plaintiffs' Complaint.

123.

Defendant denies the averments contained in paragraph 123 of Plaintiffs' Complaint.

124.

Defendant denies the averments contained in paragraph 124 of Plaintiffs' Complaint.

125.

Defendant denies the averments contained in paragraph 125 of Plaintiffs' Complaint.

126.

Defendant denies the averments contained in paragraph 126 of Plaintiffs' Complaint.

127.

Defendant denies the averments contained in paragraph 127 of Plaintiffs' Complaint.

128.

Defendant denies the averments contained in paragraph 128 of Plaintiffs'

Complaint.

129.

Defendant denies the averments contained in paragraph 129 of Plaintiffs'

Complaint.

130.

Defendant denies the averments contained in paragraph 130 of Plaintiffs'

Complaint.

131.

Defendant denies the averments contained in paragraph 131 of Plaintiffs'

Complaint.

132.

Defendant denies the averments contained in paragraph 132 of Plaintiffs'

Complaint.

133.

Defendant denies the averments contained in paragraph 133 of Plaintiffs'

Complaint.

134.

Defendant denies the averments contained in paragraph 134 of Plaintiffs'

Complaint.

135.

Defendant denies the averments contained in paragraph 135 of Plaintiffs' Complaint.

136.

Defendant denies the averments contained in paragraph 136 of Plaintiffs' Complaint.

137.

Defendant denies the averments contained in paragraph 137 of Plaintiffs' Complaint.

138.

Defendant denies the averments contained in paragraph 138 of Plaintiffs' Complaint.

139.

Defendant denies the averments contained in paragraph 139 of Plaintiffs' Complaint.

140.

Defendant denies the averments contained in paragraph 140 of Plaintiffs' Complaint.

141.

Defendant denies the averments contained in paragraph 141 of Plaintiffs'

Complaint.

142.

Defendant denies the averments contained in paragraph 142 of Plaintiffs'

Complaint.

143.

Defendant denies the averments contained in paragraph 143 of Plaintiffs'

Complaint.

144.

Defendant denies the averments contained in paragraph 144 of Plaintiffs'

Complaint.

145.

Defendant denies the averments contained in paragraph 145 of Plaintiffs'

Complaint.

146.

Defendant denies the averments contained in paragraph 146 of Plaintiffs'

Complaint.

147.

Defendant denies the averments contained in paragraph 147 of Plaintiffs'

Complaint.

148.

Defendant denies the averments contained in paragraph 148 of Plaintiffs' Complaint.

EIGHTH DEFENSE

Defendant denies each and every averment contained in the paragraph beginning with the word "WHEREFORE" in the Plaintiffs' Complaint. Any allegations or averments contained in Plaintiffs' Complaint not specifically responded to above are hereby denied.

WHEREFORE, Defendant L. LIN WOOD having fully answered, demand that he be henceforth dismissed with all costs assessed against the Plaintiffs.

Respectfully submitted,

DOWNEY & CLEVELAND, LLP

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L. LIN WOOD, P.C.

By: /s/ L. LIN WOOD

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F: 305-445-1181

CERTIFICATE OF SERVICE

I hereby certify that on this day I electronically filed the foregoing with the Clerk of Court using the CM/ECF system which will automatically send e-mail notification of such filing to the following attorneys of record:

Andrew M. Beal, Esq.
Milinda Brown, Esq.
Buckley Beal LLP
600 Peachtree Street, NE
Suite 3900
Atlanta, GA 30308

This 27th day of June, 2022.

DOWNEY & CLEVELAND, LLP

By: /s/ R. CHRISTOPHER HARRISON
R. CHRISTOPHER HARRISON
Georgia State Bar No. 333199
harrison@downeycleveland.com

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

NICOLE JENNINGS WADE,
JONATHAN D. GRUNBERG, and
G. TAYLOR WILSON,

Plaintiffs,

v.

L. LIN WOOD,

Defendant.

Case No. 1:22-cv-1073-MLB

**PLAINTIFFS' FIRST CONTINUING INTERROGATORIES TO
DEFENDANT**

Pursuant to Federal Rules of Civil Procedure 26 and 33, Plaintiffs Nicole Jennings Wade, Jonathan D. Grunberg, and G. Taylor Wilson ("Plaintiffs") serve their First Continuing Interrogatories to Defendant L. Lin Wood ("Wood" or "Defendant"), requiring Defendant to answer said Interrogatories separately and fully in writing, under oath, and within thirty (30) days after service of the Interrogatories.

These Interrogatories shall be deemed to be continuing to the extent provided by law and any supplementary responses required thereunder are to be seasonably served upon the undersigned counsel.



Unless otherwise indicated, these Interrogatories refer to the time, place, incident, and circumstances of the occurrences mentioned or complained of in the Complaint filed in the above-referenced action.

In order to simplify the issues and resolve as many of the facts as possible before trial, Plaintiffs request that if any of these Interrogatories or portions thereof cannot be answered fully, such shall be answered to the fullest extent possible with the reason for not answering more fully set forth therein.

I. INSTRUCTIONS

A.

When requested to provide a “date,” if more than one date is applicable as a response to a particular Interrogatory, please provide all dates which are necessary to fully complete the response.

B.

When any term or phrase is used in the singular, please construe that term or phrase as being in the plural if such is necessary to fully complete the response.

C.

When used in these Interrogatories, the terms “You,” “Your,” or “Defendant” shall refer to Defendant L. Lin Wood (“Wood”), and any and all agents, servants,

representatives, private investigators, accountants and others who are in a position to obtain or who may have obtained information for or on behalf of Defendant.

D.

The term “Document” as used in these Interrogatories means any writing or any tangible thing of any kind, including, but not limited to, letters, reports, statements, forms, recordings, data, memoranda, transcripts, testimony, notes, still or moving pictures, photographs, drawings, diagrams, computer printouts, computer files, and electromagnetic or electrical impulses which can be decoded or translated into readable form. For purposes of this definition, a “computer file” means all computer files of whatever type without regard to the manner in which the file is stored, including program files as well as non-program files. Program file means any program file, command library file, operating system file, batch file, or other file which can be used to control the operation of a computer, disc, processor, computer system, any part of a computer system, or any piece or combination of pieces of computer equipment. Non-program file means any computer file of any type that is not a program file.

E.

When used in these Interrogatories, a request to state the “identity” of, or to “identify,” a person means to state that person’s full name and his or her present or last known home address and telephone number.

F.

When used in these Interrogatories, a request to “identify” a document means to explain or describe the nature of the document, i.e., letter, report, moving picture, invoice, etc., to identify the person who is the author of the document, to state the date of the document, and to identify the person having present custody or control over the document.

G.

For the purpose of these Interrogatories, the relevant time period for all information sought, unless specifically stated otherwise in the particular request, shall be from **March 1, 2021**, to date of trial of this action.

II. INTERROGATORIES

1.

Please identify each person whom You expect to call as an expert witness at trial, and for each such person, please provide the following: the subject matter on which the expert is expected to testify; the substance of the facts and opinions to

which the expert is expected to testify; and a summary of the grounds for each opinion.

2.

Please identify each person who assisted in the preparation of Your responses to these Interrogatories.

3.

Please identify any and all individuals or entities that You believe have information or knowledge relevant to the claims set forth in Plaintiffs' Complaint as well as Your defenses to those claims. For each individual or entity identified, please provide a summary of the information or knowledge that You believe they have as to the claims set forth in the Complaint or Your defenses to the same.

4.

Please identify each person from whom You have obtained a written or recorded statement concerning the facts or circumstances of the subject matter of this action, the date on which the statement was made, and the identity of each person who has a copy of the statement.

5.

Identify all lawsuits, other than the instant action, that have been filed against You, or You have filed, since January 1, 2018. Please include the style of the case,

the court in which the action is pending, the civil action number, the procedural posture of the case, and a summary of the claims and defenses.

6.

Please identify each and every incident, by date and time and place or manner of publication, wherein You stated or suggested that the Plaintiffs, or any of them, had committed the crime of extortion, attempted extortion, or blackmail, whether in writing or orally, including without limitation, all postings on the Internet including on Telegram, Twitter, Facebook, or other social media websites.

7.

Please identify each and every person or media outlet or platform to whom You made the statement(s) that the Plaintiffs, or any of them, had committed the crime of extortion, attempted extortion, or blackmail.

8.

Please identify each and every fact upon which You based Your belief that the Plaintiffs, or any of them, had committed the crime of extortion, attempted extortion, or blackmail.

9.

Please identify each and every act done by You or on Your behalf to investigate whether the Plaintiffs, or any of them, had committed the crime of extortion, attempted extortion, or blackmail.

10.

Please identify each and every person who advised You that the Plaintiffs, or any of them, had committed the crime of extortion, attempted extortion, or blackmail.

11.

Identify and describe, in detail, all facts and any corresponding documents that tend to prove or that You intend to rely on in support of Your statement(s) that the Plaintiffs, or any one of them, have committed the crime of extortion, attempted extortion, or blackmail.

12.

Describe, in detail, each and every fact and document in support of each and every one of Your defenses to the Complaint.

13.

Identify all former and current administrators for the “Reply to Lin Wood” Telegram Channel, including but not limited to any and all administrators who have

ever served as an administrator for the “Reply to Lin Wood” Telegram Channel or who have ever had any access to review and/or post to the “Reply to Lin Wood” Telegram Channel.

14.

Identify all former and current administrators for the “Lin Wood Speaks Truth” Telegram Channel, including but not limited to any and all individuals who have ever served as an administrator for the “Lin Wood Speaks Truth” Telegram Channel or who have ever had any access to review and/or post to the “Lin Wood Speaks Truth” Telegram Channel.

15.

Identify and describe any and all facts and evidence that support Your contention that Plaintiffs’ alleged extortion is part of a “deep state theory.”

This 19th day of July, 2022.

/s/Andrew M. Beal

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abeal@buckleybeal.com
Georgia Bar No. 043842
Milinda Brown
mbrown@buckleybeal.com
Georgia Bar No. 363307

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Attorneys for Plaintiffs

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

NICOLE JENNINGS WADE,
JONATHAN D. GRUNBERG, and
G. TAYLOR WILSON,

Plaintiffs,

v.

L. LIN WOOD,

Defendant.

Case No. 1:22-cv-1073-MLB

CERTIFICATE OF SERVICE

I hereby certify that on this day, I served *Plaintiffs' First Continuing Interrogatories to Defendant* by sending same to Defendant's attorneys of record in the above-captioned matter via United States Mail, postage pre-paid, and via electronic mail, as follows:

R. Christopher Harrison
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harrison@downeycleveland.com

L. Lin Wood
L. Lin Wood, P.C.
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Ibrahim Reyes
Reyes Lawyers, P.A.
236 Valencia Avenue
Coral Gables, FL 33134
ireyes@reyeslawyers.com

Respectfully submitted, this the 19th day of July, 2022.

/s/ Andrew M. Beal

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Counsel for Plaintiffs

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

NICOLE JENNINGS WADE,)
JONATHAN D. GRUNBERG, and)
G. TAYLOR WILSON)

Plaintiffs,)

CIVIL ACTION

v.)

L. LIN WOOD,)

FILE NO. 1:22-CV-01073

Defendant.)
_____)

DEFENDANT'S AMENDED RESPONSES TO PLAINTIFFS'
FIRST CONTINUING INTERROGATORIES

COMES NOW, Defendant L. LIN WOOD, and provides his Amended Responses to Plaintiffs' First Continuing Interrogatories as follows:

1.

No such decisions have been made at this time.

2.

R. Christopher Harrison.

3.

See Defendant's Initial Disclosures, Attachment A. See Defendant's Defenses and Answer. The individuals listed in the Defendant's Initial Disclosures have knowledge of discussions and negotiations between the parties, as well as the



Plaintiffs' pattern of conduct. Specifically, Nicholas Sandmann, Todd McMurtry, Drew Beal, Joey Burby and Chris Marquardt may have knowledge related to the Sandmann litigation.

4.

Defendant is in possession of an Affidavit signed by Nicholas Sandmann. Mr. Sandmann signed the Affidavit on February 8, 2021. Counsel for the Defendant understands that Plaintiffs' counsel is in possession of the Affidavit.

5.

The Plaintiffs filed a lawsuit against the Defendant in Fulton County. Georgia Farm Bureau filed a lawsuit against the Defendant in Fulton County. Scottsdale Insurance Company filed a lawsuit against the Defendant in Federal Court.

6.

Defendant objects to this Interrogatory to the extent that it is overly broad, vague, and unduly burdensome. No responsive materials are being withheld on the basis of the above objection or on the basis of privilege. In response, Defendant states as follows: To the best of the Defendant's knowledge, the Defendant had one communication with Dexter King in 2020. Also in 2020, the Defendant left a voicemail for co-counsel in an unrelated class action.

All postings concerning the Defendant's position that the Plaintiffs attempted to extort the Defendant were made on Telegram.

The Defendant had conversations with the Plaintiffs.

7.

Defendant objects to this Interrogatory to the extent that it is overly broad, vague, and unduly burdensome. No responsive materials are being withheld on the basis of the above objection or on the basis of privilege. In response, Defendant states as follows: To the best of the Defendant's knowledge, the Defendant had one communication with Dexter King in 2020. Also in 2020, the Defendant left a voicemail for co-counsel in an unrelated class action.

All postings concerning the Defendant's position that the Plaintiffs attempted to extort the Defendant were made on Telegram.

The Defendant had a conversation with Todd McMurtry prior to March 17, 2020.

The Defendant had conversations with the Plaintiffs.

8.

Defendant objects to this Interrogatory to the extent that it is overly broad, vague, and unduly burdensome. No responsive materials are being withheld on the basis of the above objection or on the basis of privilege. In response, Defendant states as follows: All such information is contained in the posts made on Telegram.

9.

The Defendant's computer was inspected by Tyler Jones in February of 2020.

10.

Defendant objects to this Interrogatory to the extent that it may seek information which is the work product and/or trial preparation of this Defendant made in anticipation of or in the course of litigation, may contain the mental impressions and theories of counsel, or information which is protected by the attorney/client privilege. No responsive materials are being withheld on the basis of the above objection or on the basis of privilege. In response, Defendant states as follows: None, other than attorneys representing the Defendant.

11.

Defendant objects to this Interrogatory to the extent that it is overly broad, vague, and unduly burdensome. No responsive materials are being withheld on the basis of the above objection or on the basis of privilege. In response, Defendant states as follows: All such information is contained in the posts made on Telegram.

Separately, the Defendant intends to rely on all documents provided in the Fulton Superior Court action.

12.

Defendant objects to this Interrogatory to the extent that it may seek information which is the work product and/or trial preparation of this Defendant made in anticipation of or in the course of litigation, may contain the mental impressions and theories of counsel, or information which is protected by the

attorney/client privilege. No responsive materials are being withheld on the basis of the above objection or on the basis of privilege. In response, Defendant states as follows: The Defendant refers the Plaintiffs to the Telegram production and all documents produced in the Fulton County action. Also, see March 17, 2020 Settlement Agreement.

13.

Defendant objects to this Interrogatory to the extent it seeks information and documents that are outside the scope of discovery and therefore not at issue in the instant action. As such, Plaintiffs' Interrogatory No. 13 does not appear to be reasonably calculated to lead to the discovery of admissible evidence, and Plaintiff has not made the necessary showing that such information is required to be produced by this Defendant. Counsel for the parties have discussed the information sought in this Interrogatory, specifically in regard to the responses provided by Defendant to Plaintiffs' Request for Admissions. Should circumstances change, counsel can revisit the requested information.

No responsive materials are being withheld on the basis of the above objection or on the basis of privilege.

14.

Defendant objects to this Interrogatory to the extent it seeks information and documents that are outside the scope of discovery and therefore not at issue in the

instant action. As such, Plaintiffs' Interrogatory No. 14 does not appear to be reasonably calculated to lead to the discovery of admissible evidence, and Plaintiff has not made the necessary showing that such information is required to be produced by this Defendant. Counsel for the parties have discussed the information sought in this Interrogatory, specifically in regard to the responses provided by Defendant to Plaintiffs' Request for Admissions. Should circumstances change, counsel can revisit the requested information.

No responsive materials are being withheld on the basis of the above objection or on the basis of privilege.

15.

Defendant objects to this Interrogatory to the extent it seeks information and documents that are outside the scope of discovery and therefore not at issue in the instant action. As such, Plaintiffs' Interrogatory No. 15 is not reasonably calculated to lead to the discovery of admissible evidence, and Plaintiff has not made the necessary showing that such information is required to be produced by this Defendant.

[Signature to follow on next page]

Respectfully submitted,

DOWNEY & CLEVELAND, LLP

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CERTIFICATE OF COMPLIANCE

Pursuant to Local Rule 7.1(D) of the Northern District of Georgia, I hereby certify that this pleading has been prepared in compliance with Local Rule 5.1(C) using 14-point Times New Roman Font.

Respectfully submitted,

DOWNEY & CLEVELAND, LLP

By: /s/ R. CHRISTOPHER HARRISON
R. CHRISTOPHER HARRISON
Georgia State Bar No. 333199
harrison@downeycleveland.com
Attorneys for Defendant

CERTIFICATE OF SERVICE

This is to certify that I have this day served the following counsel of record with a true and correct copy of the foregoing pleading via electronic service and/or by depositing said copy in the United States Mail, with sufficient postage affixed thereon, and properly addressed to the following:

Andrew M. Beal, Esq.
Milinda Brown, Esq.
Buckley Beal LLP
600 Peachtree Street, NE
Suite 3900
Atlanta, GA 30308

This 4th day of November, 2022.

DOWNEY & CLEVELAND, LLP

By: /s/ R. CHRISTOPHER HARRISON
R. CHRISTOPHER HARRISON
Georgia State Bar No. 333199

Carmichael Consulting Solutions, LLC

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 Roswell, GA 30076
 (678) 719-9671 x 102
 lee@carmichaelconsulting.net
 http://www.carmichaelconsulting.net



INVOICE

BILL TO

L. Lin Wood, PC
 1180 West Peachtree Street
 Suite 2040
 Atlanta, GA 30309

Invoice #: 6861
 Invoice Date: 3/2/2020
 Due Date: 4/1/2020
 Terms: Net 30

DATE	ACTIVITY	QTY	RATE	AMOUNT
	License (Office 365 Business) (2/1/2020 - 2/29/2020)	3	8.25	24.75
	Agent (workstation) (2/1/2020 - 2/29/2020)	8	10.00	80.00
1/13/2020	Ticket #24740 - Office Computer Response regarding PC upgrade for Taylor. Tyler Jones	0.25	150.00	37.50
1/14/2020	Ticket #24740 - Office Computer Reached out to Dell for a PC with desired specs. Tyler Jones	0.5	150.00	75.00
1/27/2020	Ticket #24740 - Office Computer Computer install, user setup, data migration, application install and configuration, and Windows 7 to Windows 10 upgrades for Chelsea and Lin's PCs. Tyler Jones	3.5	150.00	525.00
1/27/2020	Ticket #24740 - Office Computer Return from site Tyler Jones	1.5	0.00	0.00
1/28/2020	Ticket #24740 - Office Computer Setup printer and installed Acrobat DC and prepared it for activation, sent Taylor instructions on what to do next Tyler Jones	0.5	150.00	75.00
2/3/2020	Ticket #25283 - help set up wifi printer at lake house Setup Samsung printer for Linwood at his lakehouse. Kenneth Florence	0.25	150.00	37.50
2/3/2020	Gratuity to Ken	1	300.00	300.00

Total

Payments/Credits

Balance Due



Wood0145

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INVOICE

BILL TO

L. Lin Wood, PC
 1180 West Peachtree Street
 Suite 2040
 Atlanta, GA 30309

Invoice #: 6861
 Invoice Date: 3/2/2020
 Due Date: 4/1/2020
 Terms: Net 30

DATE	ACTIVITY	QTY	RATE	AMOUNT
2/3/2020	Ticket #25283 - help set up wifi printer at lake house Additional troubleshooting for check printing. Kenneth Florence	0.25	150.00	37.50
2/4/2020	Ticket #25337 - Chelsea Office unlicensed reinstalled office using Chelseas 365 BP Licensure Jessie Homans	0.25	150.00	37.50
2/14/2020	Ticket #25576 - Dragon Fix Permanently enabled Outlook add-in to allow transcription software to work. Haines Friedman	0.25	150.00	37.50
2/14/2020	Ticket #25581 - Jonathan Grunberg Dell Computer order	0	0.00	0.00
2/16/2020	Ticket #25589 - Firm electronic lockdown Removed mail access, set all Dropbox accounts except for Lin's to Suspended status. Tyler Jones	1.5	225.00	337.50
2/17/2020	Ticket #25589 - Firm electronic lockdown Log data gathered from Dropbox. Reached out to SherWeb to see what they could pull, we were referred to their legal department. Tyler Jones	1	225.00	225.00
2/17/2020	Ticket #25589 - Firm electronic lockdown Travel to Lin Wood's home Tyler Jones	0.75	0.00	0.00

Total

Payments/Credits

Balance Due

Carmichael Consulting Solutions, LLC

11660 Alpharetta Hwy
Suite 100
Roswell, GA 30076
(678) 719-9671 x 102

lee@carmichaelconsulting.net
http://www.carmichaelconsulting.net

**INVOICE****BILL TO**

L. Lin Wood, PC
1180 West Peachtree Street
Suite 2040
Atlanta, GA 30309

Invoice #: 6861

Invoice Date: 3/2/2020

Due Date: 4/1/2020

Terms: Net 30

DATE	DESCRIPTION	QTY	RATE	AMOUNT
2/17/2020	Ticket #25589 - Firm electronic lockdown On site review and data gathering Tyler Jones	3.5	150.00	525.00
2/17/2020	Ticket #25589 - Firm electronic lockdown Return from Lin Wood's home Tyler Jones	0.75	0.00	0.00
2/18/2020	Ticket #25589 - Firm electronic lockdown Re-enabled Dropbox users, provided email passwords to Lin. Tyler Jones	0.5	225.00	112.50
2/18/2020	Ticket #25636 - Linwood Password Reset	0.25	150.00	37.50
2/18/2020	Jessie Homans Dragon Bluetooth headset	1	182.89	182.89
2/18/2020	Ticket #25589 - Firm electronic lockdown Suspended Dropbox users, changed email passwords. Dexter Broadus	0.75	150.00	112.50
2/20/2020	Ticket #25687 - Chelsea password reset Changed Kimmy's mail password per Lin's request. Tyler Jones	0.25	150.00	37.50
2/21/2020	Ticket #25700 - Re-enable Dropbox access for Kimmy Re-enabled Dropbox access for Kimmy and setup Smart Sync on Lin's 13" laptop Tyler Jones	0.75	225.00	168.75
	Sales Tax		8.90%	0.00

Total \$3,006.39

Payments/Credits \$0.00

Balance Due \$3,006.39