

**IN THE STATE COURT OF BULLOCH COUNTY**

**STATE OF GEORGIA**

*Heather Banks McNeal*  
Heather Banks McNeal, Clerk  
Bulloch County, Georgia

ALLISON PHILLIPS,	)	
	)	CIVIL ACTION FILE
Plaintiff,	)	
	)	NO.: _____
vs.	)	
	)	
VERA SHARON EDENFIELD, ESQ.,	)	Plaintiff demands a
EDENFIELD LAW, LLC and	)	trial by jury
EDENFIELD COX LAW FIRM, P.C. f/k/a	)	
EDENFIELD, COX, BRUCE & CLASSENS,	)	
	)	
Defendants.	)	

**COMPLAINT**

COMES NOW Plaintiff Allison Phillips (“Ms. Phillips”) and files this Complaint showing this Honorable Court the following:

1.

Defendant Vera Sharon Edenfield, Esq. (“Attorney Edenfield”) is a resident of Bulloch County, Georgia and is subject to the jurisdiction of this Court. Attorney Edenfield may be served at her residence located at 109 Sweet Briar Trail, Statesboro, Bulloch County, Georgia 30461.

2.

Defendant Edenfield Law, LLC (“Edenfield Law”) is a corporation licensed to conduct business in the state of Georgia and is subject to the jurisdiction of this Court. Edenfield Law may be served through its registered agent, V. Sharon Edenfield, at 201 South Main Street, Suite C, Statesboro, Bulloch County, Georgia 30458.

3.

Defendant Edenfield Cox Law Firm, P.C. f/k/a Edenfield, Cox, Bruce & Classens (“Edenfield Cox”) is a corporation licensed to conduct business in the state of Georgia and is subject to the jurisdiction of this Court. Edenfield Cox may be served through its registered agent, Gerald M. Edenfield, located at 115 Savannah Avenue, Statesboro, Bulloch County, Georgia 30458.

4.

Venue is proper in this Court pursuant to the provisions of the Constitution of the State of Georgia, Article 6, Section 2, Paragraph 6, in that all Defendants are residents of Bulloch County, Georgia.

FACTS COMMON TO ALL UNDERLYING CLAIMS

5.

Upon information and belief, at all times relevant to the incidents complained of herein, Attorney Edenfield was a licensed attorney practicing law in Bulloch County, Georgia.

6.

Upon information and belief, at the times relevant to the incidents complained of herein, Attorney Edenfield was practicing law with Edenfield Cox and/or Edenfield Law.

7.

Plaintiff Allison Phillips is of African American descent and a native of Georgia.

8.

While in high school, Ms. Phillips was an impressive student athlete, with achievements in both track and field and basketball.

9.

Ms. Phillips has a daughter, who was in middle school in 2004.

10.

Beginning in 2004, and again in 2005 and 2006, Ms. Phillips sought to enroll her daughter in school at David Emanuel Academy (“DEA”), a private school in Stillmore, Georgia. Each time, Ms. Phillips’ daughter was denied enrollment.

11.

In 2007, Ms. Phillips tried a fourth time to enroll her daughter at DEA. She also applied for a job with the school.

12.

In 2007, Ms. Phillips’ daughter was finally accepted at the school, and Ms. Phillips was hired as an assistant for special needs children. Ms. Phillips also began coaching track.

13.

To the best of Ms. Phillips’ knowledge, when her daughter enrolled at DEA, she was the only African American student at the school.

14.

To the best of Ms. Phillips’ knowledge, when she was hired in 2007, she was the only African American employee at DEA.

15.

Over the course of the next several years, Ms. Phillips continued working for DEA and the scope of her job expanded to include additional coaching duties. During this time, Ms. Phillips was paid an hourly rate as well as stipends for her coaching duties.

16.

In 2011, Ms. Phillips was hired as a full-time physical education teacher at DEA. She also assisted in the special education classroom.

17.

By 2012, in addition to her teaching duties, Ms. Phillips was the assistant athletic director and was also the coach for middle school track, high school track, middle school girls' basketball and high school girls' basketball.

18.

Beginning in 2011 and extending through 2015, Ms. Phillips had annual employment contracts that provided for a base salary.

19.

Additionally, DEA paid coaches of its sports teams a stipend for each team they coached.

20.

In 2011, 2012, and 2013, Ms. Phillips earned a stipend for each team that she coached, in addition to her base salary.

21.

In 2012 or 2013, DEA hired a new headmaster, Mr. Emeriel Hubbard ("Mr. Hubbard").

22.

Mr. Hubbard treated Ms. Phillips differently than DEA's Caucasian employees, often making comments to make her uncomfortable and ignoring her complaints of disparate treatment at basketball games.

23.

Beginning in the 2014-2015 school year, Ms. Phillips did not receive all of her coaching stipends. Specifically, that school year Ms. Phillips did not receive stipends for coaching middle school girls' track or middle school girls' basketball, despite receiving such stipends prior to Mr. Hubbard's arrival.

24.

In the 2014-2015 school year, Caucasian coaches at DEA received stipends for each team that they coached.

25.

Again in the 2015-2016 school year, Ms. Phillips did not receive all of her coaching stipends. Specifically, that school year Ms. Phillips did not receive stipends for coaching middle school girls' track or middle school girls' basketball.

26.

In the 2015-2016 school year, Caucasian coaches at DEA received stipends for each team they coached.

27.

During the 2015-2016 school year, Ms. Phillips was required to attend football games, baseball games, and softball games after normal school hours. At the games, she monitored the student attendees, collected money at the gates, and cleaned the fields following the events.

28.

Ms. Phillips was not paid for her time or work at football games, baseball games, and softball games in the 2015-2016 school year.

29.

Caucasian employees of DEA who worked at after-school events including football games, baseball games, and softball games during the 2015-2016 school year were paid a rate of \$8.00-\$10.00 per hour for their time working at such events.

30.

During the 2015-2016 school year, Ms. Phillips was required to attend various meets and events out of town. Each time she was required to travel for these events, Ms. Phillips arranged for her own travel and paid her own expenses associated with that travel.

31.

During the 2015-2016 school year, DEA compensated Caucasian employees for expenses associated with necessary travel for their jobs.

32.

Specifically, during the 2015-2016 school year, Mr. Hubbard required Ms. Phillips to attend a basketball camp in Americus, Georgia with her team. Ms. Phillips was promised a \$25 stipend for each of the ten (10) students she brought to the camp, to cover her expenses for travel and her cost of attendance at the camp.

33.

Mr. Hubbard later refused to give Ms. Phillips the \$25 per player stipend associated with the basketball camp in Americus, Georgia.

34.

During the 2015-2016 school year, Ms. Phillips learned that she was the only coach at DEA not being paid for each team that she coached. Ms. Phillips was the only African American coach at DEA during this year.

35.

Upon discovering that she was not being compensated the same way as her Caucasian colleagues, Ms. Phillips spoke to DEA's athletic director and she also spoke to a member of the Board of Trustees for DEA, requesting that she be treated equally to her Caucasian colleagues.

36.

As a result of the inquiry, Ms. Phillips confirmed that she was the only coach who was not compensated for all teams that she coached.

37.

In March 2016, Mr. Hubbard advised Ms. Phillips that he would pay her a stipend of \$150.00 to coach middle school track. He also advised that she would be reimbursed \$0.50 per mile for travel to track meets.

38.

During the 2015-2016 school year, Caucasian sports coaches at DEA earned a minimum stipend of \$500 per team.

39.

On March 23, 2016, Ms. Phillips filed an EEOC Charge of Discrimination, alleging that she was treated differently than her Caucasian colleagues at DEA, in violation of Title VII of the Civil Rights Act of 1964 (the "Discrimination Claim").

40.

On April 20, 2016, the EEOC sent notice of Ms. Phillips' charge to DEA.

41.

The week after DEA received notice of Ms. Phillips' EEOC Charge, Mr. Hubbard issued renewal contracts to the teachers at DEA.

42.

Mr. Hubbard did not offer Ms. Phillips a renewal contract.

43.

When Ms. Phillips inquired about why she was not offered a contract for the 2016-2017 school year, she was told that enrollment numbers were low.

44.

To the best of Ms. Phillips' knowledge, enrollment numbers for the 2016-2017 school year were not low.

45.

On May 12, 2016, Ms. Phillips filed a second EEOC Charge, asserting a claim for retaliation. This claim was based on her termination, of which she was notified only six (6) days after DEA received notice of her first EEOC Charge (the "Retaliation Claim").

46.

On May 26, 2016, Mr. Hubbard emailed the DEA community, announcing that his son, Oliver Hubbard, was taking over Ms. Phillips' position as head coach of the girls' basketball team and Ms. Phillips' position as assistant athletic director.

47.

Oliver Hubbard is a Caucasian male.

48.

Ms. Phillips' last day working at DEA was May 31, 2016. She has never been offered another contract from the school.

MS. PHILLIPS' PHYSICAL INJURY AT DEA

49.

Prior to her termination from DEA, on March 28, 2016, Ms. Phillips was working with a physical education class at DEA.

50.

While supervising students in the gymnasium, two eighth-grade girls began fighting. Ms. Phillips was the only DEA teacher in the room, and she broke up the fight.

51.

When she broke up the fight, one of the student's body-slammed Ms. Phillips into the floor, injuring her left arm and right leg.

MS. PHILLIPS HIRES COUNSEL

52.

In or around July of 2016, Ms. Phillips reached out to Attorney Gerald Edenfield, seeking representation in any claims she might have against DEA.

53.

Attorney Gerald Edenfield referred Ms. Phillips to his daughter, Attorney Sharon Edenfield.

54.

At the time she consulted with Attorney Gerald Edenfield and Attorney Sharon Edenfield, both attorneys were employed by Edenfield Cox.

55.

On August 24, 2016, the EEOC issued a right to sue letter to Ms. Phillips for her Discrimination Claim.

56.

On August 25, 2016, the EEOC issued a right to sue letter to Ms. Phillips for her Retaliation Claim.

57.

On September 1, 2016, Ms. Phillips hired Attorney Edenfield and Edenfield Cox to represent her in claims against DEA.

58.

Ms. Phillips signed a written contract for the representation with Attorney Edenfield and Edenfield Cox on September 1, 2016.

59.

At the first meeting with Attorney Edenfield, Ms. Phillips provided Attorney Edenfield with her EEOC right to sue letters on the Discrimination Claim and Retaliation Claim (collectively, the “EEOC Letters”).

60.

The EEOC Letters informed Ms. Phillips that she had ninety (90) days from the date of receipt of the letters to file lawsuits against DEA for her Discrimination Claim and Retaliation Claim.

61.

This time limitation (hereinafter, “statute of limitations”) is a statutory precondition for filing suit that functions as a statute of limitations. 42 U.S.C. 2000e-16. See also, *Armstrong v. Martin Marietta Corp.*, 138 F.3d 1374, 1379 (11<sup>th</sup> Cir. 1998).

62.

Because federal law presumes that Ms. Phillips received the EEOC Letters no later than three (3) days after mailing, Ms. Phillips was presumed to have received the right to sue letter for her Discrimination Claim no later than August 27, 2016. F.R.C.P. 6(e); Baldwin County Welcome Ctr. v. Brown, 466 U.S. 147, 148 n.1 (1984).

63.

Because federal law presumes that Ms. Phillips received the EEOC Letters no later than three (3) days after mailing, Ms. Phillips was presumed to have received the right to sue letter for her Retaliation Claim no later than August 28, 2016. Id.

64.

Absent evidence rebutting the presumption that she received the EEOC letters within three (3) days of mailing, the latest day the statute of limitations expired on Ms. Phillips' Discrimination Claim and Retaliation Claim was November 28, 2016. F.R.C.P. 6(a)(1)(C).

65.

On November 30, 2016, after expiration of the statute of limitations, Attorney Edenfield filed a lawsuit for Ms. Phillips in the Southern District of Georgia, alleging racial discrimination and retaliation. Allison Phillips v. David Emanuel Academy, Inc., Case No. 6:16-cv-162-JRH-GRS (S.D.G.A. Nov. 30, 2016) (the "EEOC Lawsuit").

66.

In the EEOC Lawsuit, Attorney Edenfield did not pursue any claims under 42 U.S.C.A. §1981a (the "§1981 Claims"), nor did Attorney Edenfield advise Ms. Phillips that she had any claims available to her under the aforementioned statute.

67.

On April 4, 2017, DEA filed a motion to dismiss the EEOC Lawsuit premised on expiration of the statute of limitations.

68.

On October 31, 2017, the court granted DEA's motion to dismiss, finding that Ms. Phillips' EEOC Lawsuit was barred by the statute of limitations.

69.

Attorney Edenfield did not inform Ms. Phillips that the EEOC Lawsuit had been dismissed. Rather, every time Ms. Phillips inquired about the status of the EEOC Lawsuit, Attorney Edenfield told her it was "on track."

70.

While working with Attorney Edenfield on the EEOC Lawsuit, Ms. Phillips mentioned the fight at school that caused injuries to her arm and leg.

71.

Attorney Edenfield asked Ms. Phillips if she had filed a workers' compensation claim for her injuries; Ms. Phillips advised that she was not aware she could file such a claim.

72.

Attorney Edenfield told Ms. Phillips that she did not have experience with workers' compensation claims but promised that she would represent Ms. Phillips in that claim against DEA as well.

73.

On December 20, 2016, Attorney Edenfield filed a WC-14 Notice of Claim to initiate Ms. Phillips' workers' compensation case (the "Workers' Compensation Case").

74.

Over the next several years, Attorney Edenfield continued to represent Ms. Phillips in the Workers' Compensation Case.

75.

Beginning in the end of 2018 and throughout the start of 2019, Attorney Edenfield stopped communicating with Ms. Phillips, despite that Ms. Phillips attempted to reach Attorney Edenfield on several occasions.

76.

In January 2019, Ms. Phillips asked what she could do to get her expenses reimbursed or resolve her Workers' Compensation Case, as she was "ready for it to be behind her."

77.

Meanwhile, opposing counsel in the Workers' Compensation Case repeatedly reached out to Attorney Edenfield, requesting a mediation in the case.

78.

Despite her clients' requests to pursue resolution of the Workers' Compensation Case and opposing counsel's requests to mediate the case, Attorney Edenfield did not respond to opposing counsel's request to mediate, nor did she ever advise Ms. Phillips that she could attend mediation to resolve her claims.

79.

Because of Attorney Edenfield's lack of communication and failure to respond to opposing counsel on his mediation request, Ms. Phillips lost the opportunity to resolve her Workers' Compensation Case at mediation, and opposing counsel requested a hearing in the case.

80.

On May 30, 2019, a hearing was held on Ms. Phillips' Workers' Compensation Case.

81.

On July 27, 2019, Administrative Law Judge Tifverman rendered a decision in favor of DEA, denying workers' compensation benefits to Ms. Phillips.

82.

To the best of Ms. Phillips' knowledge, Attorney Edenfield did not file an appeal in her Workers' Compensation Case.

83.

Rather, when Ms. Phillips asked if she could appeal the decision in her Workers' Compensation Case, Attorney Edenfield told her it was too expensive to do so.

84.

In response to Attorney Edenfield's statement that an appeal was too expensive, Ms. Phillips requested a copy of her file.

85.

Attorney Edenfield refused to provide Ms. Phillips with her file, advising that it was "boxed up and put away in storage, and it would be too much of a hassle to dig out."

86.

Because Attorney Edenfield refused to provide Ms. Phillips with her file, Ms. Phillips was unable to appeal the decision in her Workers' Compensation Case.

87.

Ms. Phillips also asked Attorney Edenfield if she could clean her office or her house to make money to pay Attorney Edenfield to appeal the Workers' Compensation Case.

88.

Attorney Edenfield told Ms. Phillips that she could clean the house of her father, Attorney Gerald Edenfield, to earn money.

89.

Beginning in January 2019 and extending into 2020, Ms. Phillips cleaned Attorney Gerald Edenfield's home.

90.

In or around January 2020, Ms. Phillips asked Attorney Gerald Edenfield about the status of her EEOC Lawsuit.

91.

Attorney Gerald Edenfield advised Ms. Phillips that he did not know the details of her case, but that she could contact the clerk of court and request information.

92.

When Ms. Phillips contacted the clerk, she was told that her EEOC Lawsuit had been dismissed. Prior to this conversation, Ms. Phillips was unaware of the dismissal.

93.

As a result of Attorney Edenfield's failure to advise Ms. Phillips on her §1981 Claims and the failure to pursue those claims on her behalf, Ms. Phillips is now barred from pursuing those claims.

94.

As a result of the missed statute of limitations and subsequent dismissal of her EEOC Lawsuit, Ms. Phillips is barred from ever recovering from DEA for her Discrimination Claim and Retaliation Claim.

COUNT I

LEGAL MALPRACTICE

95.

The allegations of the foregoing paragraphs of Plaintiff's Complaint are incorporated by reference, as if each such allegation was fully set forth herein.

96.

At all times relevant to this action, an attorney-client relationship existed between Ms. Phillips and Defendants.

97.

Defendants had a duty to represent Ms. Phillips with that degree of skill, care and diligence ordinarily possessed and exercised by attorneys who represent clients under the same or similar circumstances in Georgia or elsewhere.

98.

The acts and omissions of Attorney Edenfield, as described above breached the required skill, care, and diligence, constituting negligence. In accordance with O.C.G.A. § 9-11-9.1, specific breaches of the standard of care are set forth in the Affidavit of E. Linwood Gunn, IV, J.D., attached hereto as Exhibit "1."

99.

The deviations from the standard of care by Attorney Edenfield in her handling of Ms. Phillips' claims against DEA include, but are not limited to, the following:

- (a) Failing to timely pursue Ms. Phillips' Discrimination Claim;
- (b) Failing to timely file Ms. Phillips' Retaliation Claim;

- (c) Allowing the statute of limitations to expire before filing a complaint on Ms. Phillips' Discrimination Claim and Retaliation Claim;
- (d) Failing to tell Ms. Phillips that her EEOC Lawsuit had been dismissed;
- (e) Failing to advise Ms. Phillips that she had §1981 Claims;
- (f) Failing to pursue Ms. Phillips' §1981 Claims;
- (g) Failing to diligently pursue Ms. Phillips' Workers' Compensation Case;
- (h) Failing to comply with Ms. Phillips' instruction to try and resolve her Workers' Compensation Case; and
- (i) Failing to either appeal Ms. Phillips' Workers' Compensation Case or provide Ms. Phillips with her file so she could seek alternate counsel for an appeal.

100.

These deviations from the standard of care solely and proximately caused injury to Ms. Phillips.

## COUNT II

### BREACH OF FIDUCIARY DUTY

101.

The allegations of the foregoing paragraphs of Plaintiff's Complaint are incorporated by reference, as if each such allegation was fully set forth herein.

102.

Due to the attorney-client relationship, Defendants owed certain fiduciary duties to Ms. Phillips. Attorney Edenfield's above-described actions constitute breaches of those fiduciary duties, and solely and proximately caused damages to Ms. Phillips.

103.

Attorney Edenfield breached her fiduciary duties to Ms. Phillips by failing to act diligently on her claims; taking on a workers' compensation case when she was not competent to do so; failing to communicate with her client; failing to comply with her client's instruction to try and resolve her Workers' Compensation Case; failing to keep Ms. Phillips reasonably informed about the status of her matters; and failing to provide Ms. Phillips with a copy of her file upon a request to do so.

104.

Plaintiff has attached hereto the Affidavit of E. Linwood Gunn, IV, J.D., an expert competent to testify as to the acts and omissions of Defendants which constituted breaches of fiduciary duty.

### COUNT III

#### BREACH OF CONTRACT

105.

The allegations of the foregoing paragraphs of Plaintiff's Complaint are incorporated by reference, as if each such allegation was fully set forth herein.

106.

On September 1, 2016, Plaintiff entered into a written contract (the "Contract") for legal representation with Defendants.

107.

Pursuant to the terms of the Contract, Defendants were required to "represent [Ms. Phillips] in connection with her claims against David Emanuel Academy, Emeriel Hubbard,

and/or any other person, firm, or corporation for monetary damages to which she may be entitled to [sic] for any and all unlawful actions taken against her and/or that occurred to her employment arising from and/or in the course of her employment with David Emanuel Academy and/or under the supervision of Head of School, Emeriel Hubbard.”

108.

By failing to provide services as required by the Contract, Defendants breached the Contract.

109.

Defendants’ breach of the Contract caused damages to Ms. Phillips, for which Defendants are liable.

#### COUNT IV

#### LIABILITY FOR THE ACTS OF OTHERS

110.

The allegations of the foregoing paragraphs of Plaintiff’s Complaint are incorporated by reference, as if each such allegation was fully set forth herein.

111.

Edenfield Law and Edenfield Cox are responsible for the negligent acts and omissions of Attorney Edenfield and any other attorneys or agents acting within the scope of their employment pursuant to respondeat superior liability.

112.

Edenfield Law and Edenfield Cox are further responsible for the acts and omissions of Attorney Edenfield and any other attorneys or agents pursuant to Georgia Rule of Professional Conduct 5.1.

COUNT V

NEGLIGENT MISREPRESENTATION

113.

The allegations of the foregoing paragraphs of Plaintiff's Complaint are incorporated by reference, as if each such allegation was fully set forth herein.

114.

Defendants agreed to properly advise Ms. Phillips as to her potential claims against DEA and to represent her in pursuing those claims.

115.

Ms. Phillips relied upon Defendants' legal advice and recommendations regarding the appropriate courses of action to be taken.

116.

Ms. Phillips' reliance upon Defendants' advice and actions was reasonable, as a result of the attorney-client relationship between the parties.

117.

Despite the attorney-client relationship, Defendants negligently misrepresented the status of her EEOC Lawsuit to Ms. Phillips.

118.

Despite the attorney-client relationship, Defendants advised Ms. Phillips that she could not appeal her Workers' Compensation Case and could not provide her file so she could seek new counsel. In doing so, they negligently misrepresented the possibility of an appeal of the case.

119.

Despite the attorney-client relationship, Defendants negligently misrepresented the types of claims Ms. Phillips could pursue, specifically in that they omitted her possible §1981 Claims.

120.

Defendants knew or should have known that their misrepresentations to Ms. Phillips would cause Ms. Phillips not to pursue an appeal in the Workers' Compensation Case and would result in Ms. Phillips' §1981 Claims being barred.

121.

As a result of Defendants' negligent misrepresentations and Ms. Phillips' reliance thereon, Ms. Phillips suffered damages, including the loss of potential recovery in her Workers' Compensation Claim and the loss of recovery for her §1981 Claims.

#### COUNT VI

#### PUNITIVE DAMAGES

122.

The allegations of the foregoing paragraphs of Plaintiff's Complaint are incorporated by reference, as if each such allegation was fully set forth herein.

123.

Defendants' actions, as set forth above, show willful misconduct, wantonness and that entire want of care which raises the presumption of a conscious indifference to the consequences of their acts. Accordingly, Ms. Phillips seeks punitive damages pursuant to O.C.G.A. § 51-12-5.1.

COUNT VII

ATTORNEY'S FEES AND EXPENSES

124.

The allegations of the foregoing paragraphs of Plaintiff's Complaint are incorporated by reference, as if each such allegation was fully set forth herein.

125.

Defendants acted in bad faith, entitling Ms. Phillips to recover her expenses of litigation, including reasonable attorney's fees, pursuant to O.C.G.A. § 13-6-11, in amounts to be determined at the trial of this case.

126.

Defendants have been stubbornly litigious by forcing Ms. Phillips to resort to this litigation to recover on her claims. Consequently, Ms. Phillips is entitled to recover her expenses of litigation, including reasonable attorney's fees, pursuant to O.C.G.A. § 13-6-11, in amounts to be determined at the trial of this case.

COVID-19 TOLLING

127.

The allegations of the foregoing paragraphs of Plaintiff's Complaint are incorporated by reference, as if each such allegation was fully set forth herein.

128.

Due to the COVID-19 Pandemic, on March 14, 2020 the Supreme Court of Georgia issued an Order Declaring Statewide Judicial Emergency pursuant to O.C.G.A. § 38-3-61. See, Order Declaring Statewide Judicial Emergency (Mar. 14, 2020). Pursuant to O.C.G.A. § 38-3-

62, the order automatically tolled all rule-based deadlines in Georgia courts, including statutes of limitation. Id.

129.

The Supreme Court of Georgia extended the Order Declaring Statewide Judicial Emergency several times before reimposing statutes of limitation on July 14, 2020. See, Third Order Extending Declaration of Statewide Judicial Emergency (June 12, 2020).

130.

In total, as a result of the aforementioned orders, the statute of limitations relevant to this case has been tolled for 122 days. Id.

131.

Plaintiff contends that a six (6) year statute applies to her claims, as she had a written contract with Defendants for their services. Under a six (6) year analysis, when COVID-19 tolling is calculated, the statute of limitations on her claims does not expire until March 30, 2023.

132.

To the extent a four (4) year statute of limitations applies to any of Plaintiff's claims, the earliest that statute would expire with COVID-19 tolling is March 30, 2021.

WHEREFORE, Ms. Phillips respectfully demands:

- (a) That Summons issue requiring Defendants to be and appear in this Court within the time provided by law to answer this Complaint;
- (b) Judgment against Defendants for compensatory damages and punitive damages, plus attorney's fees, expenses and costs of Court;

- (c) That all issues raised in this Complaint be tried before a jury; and
- (d) For such other and further relief as the Court deems just and proper.

**JURY DEMAND**

Plaintiff hereby demands a trial by jury to try all issues triable by a jury.

This 22nd day of February, 2021.

Respectfully submitted,



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Angela M. Forstie  
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