

**IN THE STATE COURT OF FULTON COUNTY**

**STATE OF GEORGIA**

KAREN BASS and	)	
KAREN BASS MEDIA, LTD.,	)	
	)	CIVIL ACTION FILE
Plaintiffs,	)	
	)	NO. 16EV005327
vs.	)	
	)	
BRANDI N. KNOX and	)	
OGLETREE, DEAKINS, NASH,	)	
SMOAK & STEWART, PC,	)	
	)	
Defendants.	)	

**PLAINTIFFS' FIRST AMENDED COMPLAINT**

COME NOW, Plaintiffs Karen Bass and Karen Bass Media, Ltd. and hereby file their First Amended Complaint in accordance with O.C.G.A. § 9-11-15, respectfully showing this Honorable Court the following:

1.

Defendant Brandi N. Knox (“Attorney Knox”) is an attorney licensed to practice law in the State of Georgia. Attorney Knox resides at 5068 Leeshire Trail, SE, Smyrna, Cobb County, Georgia 30339. Attorney Knox has been properly served with this lawsuit.

2.

Defendant Ogletree, Deakins, Nash, Smoak & Stewart, PC (“Ogletree Deakins”) is a foreign corporation registered to conduct business in Georgia, with a registered agent, CT Corporation System, in Atlanta, Fulton County, Georgia. Defendant Ogletree Deakins has been properly served with this lawsuit.

3.

Because Ogletree Deakins conducts business in the State of Georgia and has a registered agent in Fulton County, Georgia, it is subject to the venue and jurisdiction of this Court, pursuant to O.C.G.A. § 14-2-510(b)(1).

4.

Because one of the joint defendants is a resident of Fulton County, Attorney Knox and Ogletree Deakins (collectively, the “Defendants”) are both subject to the jurisdiction of this Court pursuant to Ga. Const. art. VI, § 2, ¶ 4.

5.

Venue is proper in this Court pursuant to Ga. Const. art. VI, § 2, ¶4.

#### FACTS

6.

Plaintiff Karen Bass (“Ms. Bass”) is an Emmy-award-winning, world-renowned director and producer of wildlife documentaries.

7.

Ms. Bass is the sole owner and operator of Plaintiff Karen Bass Media, Ltd.

8.

Ms. Bass is a citizen of the United Kingdom who frequently conducts business with companies based in the United States.

9.

In 2011, NGHT, Inc., d/b/a National Geographic Television (“National Geographic”) hired Ms. Bass, through Karen Bass Media, Ltd., to produce a television series entitled “Wild

Americas.” Ms. Bass’ role at National Geographic subsequently expanded and she became the Senior Executive Producer for natural history projects for the company.

10.

Ms. Bass’ duties with National Geographic required that she be allowed extensive travel to the United States, where the company is based.

11.

The type of travel required for Ms. Bass’ job would only be allowed under particular visas granted by United States Citizenship and Immigration Services (“USCIS”).

12.

Ms. Bass and National Geographic realized they would need an attorney specializing in immigration to assist Ms. Bass in procuring a visa that would accommodate her needs under the National Geographic contract.

13.

Attorney Knox is an attorney who holds herself out as having experience in all areas of United States immigration law.

14.

In or around July 2011, Ms. Bass and National Geographic hired Attorney Knox to assist Ms. Bass with acquiring an appropriate visa.

15.

At the time Ms. Bass retained Attorney Knox, Attorney Knox was working at the law firm of Littler Mendelson, P.C.

16.

When Attorney Knox was hired to work on Ms. Bass' visas, she had a tripartite attorney-client relationship, representing National Geographic as the Petitioner for the visa and representing Ms. Bass as the Beneficiary of that visa.

17.

Attorney Knox recommended that Ms. Bass seek an O-1 visa, a visa that is reserved for individuals with extraordinary ability in the arts or extraordinary achievement in the motion picture or television industry.

18.

Attorney Knox prepared the O-1 visa application for Ms. Bass and compiled the supporting documents that needed to be submitted with the application.

19.

Because Ms. Bass' need for a visa arose from her contract with National Geographic, the visa application had to be signed by an agent of National Geographic.

20.

On August 23, 2011, Attorney Knox advised Ms. Bass via email that she "finalized the petition and will be sending it for signature [of National Geographic] this week." See, Exhibit 1.

21.

On November 2, 2011, Ms. Bass' visa application was sent to USCIS for processing.

22.

The visa application bore the purported signature of Megan Edwards, the Vice President and Associate General Counsel for National Geographic (“Ms. Edwards”), as well as the signature of Attorney Knox. See, Exhibit 2.

23.

Because of Attorney Knox’s previous email, Ms. Bass believed that Ms. Edwards had personally signed the visa application.

24.

On November 14, 2011, USCIS sent a letter to Attorney Knox advising her that Ms. Bass’ visa application was deficient insofar as it was missing a supporting document.

25.

Attorney Knox supplemented Ms. Bass’ application on or about November 21, 2011. Included in the supplemental documents was a form dated November 14 or 19, 2011 that bore the purported signature of Ms. Edwards, as well as the signature of Attorney Knox. See, Exhibit 3.

26.

On or about November 23, 2011, Ms. Bass’ O-1 visa application was approved for the time period beginning on November 23, 2011 and ending on November 1, 2012.

27.

In or around August 2012, before Ms. Bass’ visa needed to be renewed, Attorney Knox accepted a position with Ogletree Deakins.

28.

Jay Campbell Ruby, Esq. (“Attorney Ruby”) was Attorney Knox’s direct supervising attorney and her supervising shareholder at Ogletree Deakins.

29.

Shortly after she began working at Ogletree Deakins, Attorney Knox emailed Ms. Bass to advise her that she had switched firms and to ask Ms. Bass if she could continue to represent her with her new law firm.

30.

Ms. Bass responded to Attorney Knox’s email, asking if she could set up a time to speak with Attorney Knox about a visa renewal.

31.

Attorney Knox forwarded Ms. Bass’ response to Attorney Ruby.

32.

After speaking with Attorney Knox and obtaining approval from National Geographic to proceed with a renewal, Ms. Bass agreed to continue using Attorney Knox as her attorney for her visa petitions.

33.

Again, Attorney Knox and Ogletree Deakins had a tripartite relationship, representing National Geographic as Petitioner for the visa and representing Ms. Bass as the Beneficiary of the visa, needed to complete work under the contract between National Geographic and Karen Bass Media, Ltd.

34.

Attorney Knox then began working on a renewal petition for Ms. Bass' O-1 visa.

35.

On August 31, 2012, Ms. Bass emailed Attorney Knox and asked whether Attorney Knox had prepared the visa documents for National Geographic to sign.

36.

On September 5, 2012, Attorney Knox responded to Ms. Bass, asking if Ms. Edwards was still the signatory, to which Ms. Bass replied, "Yes, I believe Megan still is."

37.

On September 6, 2012, Attorney Knox emailed Ms. Bass, advising her that she was "finalizing the packet to send for signature tomorrow." See, Exhibit 4.

38.

Attorney Knox did not send the packet for signature, nor did she ever communicate with Ms. Edwards regarding the packet.

39.

On or about September 11, 2012, Attorney Knox made a copy of the Megan Edwards' signature from Ms. Bass' 2011 visa petition and used it as a template to sign Ms. Edwards' name on Ms. Bass' 2012 renewal petition, without Ms. Edwards' permission to do so.

40.

On September 16, 2012, using a different pen and a different date than that used when she signed Ms. Edwards' name, Attorney Knox signed her name on Ms. Bass' renewal petition and sent the petition to USCIS for processing. See, Exhibit 5.

41.

Ms. Bass had no reason to believe that her petition was inaccurate or falsified in any way.

42.

On or about November 26, 2012, Ms. Bass' O-1 renewal petition was approved by USCIS.

43.

Again in 2013, Ms. Bass needed to file a renewal petition.

44.

On June 21, 2013, Attorney Knox emailed Ms. Bass to see if she needed assistance with her renewal petition.

45.

Ms. Bass obtained approval from National Geographic to have Attorney Knox complete the petition.

46.

On July 12, 2013, Ms. Bass emailed Attorney Knox, asking if there was anything that she needed to do for the renewal petition.

47.

Attorney Knox responded to Ms. Bass on the same date, advising Ms. Bass that she did not need to do anything, as the "petition [was] prepared for [her] employer's signature." See, Exhibit 6.

48.

Again, Attorney Knox did not send the petition to National Geographic for a signature, nor did she contact Ms. Edwards regarding the petition.

49.

On or about September 1, 2013, Attorney Knox again used a copy of the Megan Edwards signature from Ms. Bass' 2011 visa petition as a template to sign Ms. Edwards' name on Ms. Bass' 2013 renewal petition, without Ms. Edwards' permission to do so.

50.

On September 3, 2013, using a different date than she did when she signed Ms. Edwards' name, Attorney Knox signed her own name on Ms. Bass' renewal petition and sent the petition to USCIS. See, Exhibit 7.

51.

Ms. Bass' renewal petition was approved on September 16, 2013.

52.

Ms. Bass had no reason to doubt that the renewal petition had been properly drafted and submitted.

53.

In 2014, Ms. Bass' O-1 visa again had to be renewed.

54.

After obtaining approval from National Geographic, Ms. Bass asked Attorney Knox to prepare the renewal petition.

55.

On July 31, 2014, Attorney Knox advised Ms. Bass that she was finalizing the petition for filing.

56.

Attorney Knox did not communicate with Ms. Edwards in any way regarding the 2014 renewal petition prior to the time it was sent for filing, nor did she send the petition to anyone at National Geographic for signature.

57.

On or about August 27, 2014, Attorney Knox used a copy of Megan Edwards' signature from Ms. Bass' 2011 visa petition as a template to sign Ms. Edwards' name on Ms. Bass' 2014 renewal petition, without Ms. Edwards' permission to do so.

58.

On September 3, 2014, using a different pen and a different date than that used when she signed Ms. Edwards' name, Attorney Knox signed Ms. Bass' 2014 renewal petition. See, Exhibit 8.

59.

On or about October 23, 2014, Ms. Bass' renewal petition was approved.

60.

Shortly after Ms. Bass' 2014 renewal petition was approved, the Kentucky Consular Center (the "KCC") contacted Ms. Edwards regarding Ms. Bass' visa petitions.

61.

The KCC is a processing center that conducts quality assurance checks on United States visa applications.

62.

Ms. Edwards was originally contacted by the KCC to verify the Federal Employer Identification Number (“FEIN”) on Ms. Bass’ visa application and renewal petitions.

63.

Ms. Edwards advised the KCC that the signatures on Ms. Bass’ visa application and subsequent renewal petitions were not her signature.

64.

On October 30, 2014, National Geographic terminated its relationship with Ms. Bass because Ms. Edwards’ signatures on the O-1 visa application and renewal petitions sent in 2012, 2013, and 2014 were forged.

65.

On October 31, 2014, Ms. Catherine Brown from the United States Department of State emailed Ms. Edwards and asked her to confirm whether she signed Ms. Bass’ visa documents.

66.

On November 4, 2014, Ms. Edwards emailed Ms. Brown stating “I did not sign any of the three O-1 petitions filed on behalf of Karen Bass. I did not authorize – and have no recollection of authorizing – anyone else to sign my name on those three petitions...” See, Exhibit 9.

67.

Prior to her termination, Ms. Bass was unaware that Ms. Edwards had not personally signed her visa application and renewal petitions, as Attorney Knox had informed Ms. Bass on several occasions that she was sending the documents to National Geographic for signature.

68.

Immediately after being informed of her termination, Ms. Bass contacted Attorney Knox to ask about the confusion regarding the signatures on her visa application and renewal petitions.

69.

Attorney Knox advised Ms. Bass that she had a power of attorney to sign the visa application and renewal petitions for Ms. Edwards.

70.

Attorney Knox never indicated on any of the signatures of Ms. Edwards that she was the actual signatory signing pursuant to authorization, express consent, or power of attorney.

71.

Attorney Knox never provided USCIS or the KCC with any power of attorney to sign Ms. Edwards' name.

72.

No such power of attorney ever existed.

73.

On November 4, 2014, Attorney Knox emailed the United States Department of State, admitting that she signed Ms. Edwards name on Ms. Bass' visa application and subsequent

renewal petitions for Ms. Edwards and claimed to have signed them pursuant to a “misunderstanding regarding the signatory.” See, Exhibit 10.

74.

In short, despite advising her client that she was sending the visa application and petitions to National Geographic for signature, Attorney Knox was actually forging Ms. Edwards’ name on the petitions without Ms. Edwards’ knowledge or consent.

75.

In each instance, it appears Attorney Knox used a different date than her own signature and attempted to mimic the Megan Edwards signature used on Karen Bass’ 2011 O-1 Visa Petition to avoid detection by USCIS. On several occasions, Attorney Knox also used a different pen to sign Ms. Edwards’ name.

76.

As a result of Attorney Knox’s forgery of Ms. Edwards’ signature, Ms. Bass’ contract with National Geographic was terminated.

77.

After her contract with National Geographic was terminated, Attorney Knox and Ogletree Deakins continued to represent National Geographic and advised it to seek withdrawal of Ms. Bass’ O-1 Visa.

78.

After her contract with National Geographic was terminated, Attorney Knox and Ogletree Deakins also continued to represent Ms. Bass.

79.

Attorney Knox and Ogletree Deakins neither sought, nor did they ever obtain, a conflict waiver from Ms. Bass that would allow them to continue representing both National Geographic and Ms. Bass.

80.

While she was working for National Geographic, Ms. Bass had an ESTA waiver, meaning that when she was not traveling on her O-1 visa, Ms. Bass could still enter the United States under the visa waiver program and did not have to obtain a visa in advance of the entry.

81.

As a result of Attorney Knox's forgery of Ms. Edwards' signature on Ms. Bass' visa petition and renewals, the United States revoked Ms. Bass' ESTA approval.

82.

When Ms. Bass was terminated from National Geographic, she could no longer travel on her O-1 visa. Because her ESTA had also been revoked, Ms. Bass was not authorized to travel into the United States in any capacity for nearly a year.

83.

As a result of Attorney Knox's forgery of Ms. Edwards' signature, Ms. Bass was forced to hire several different attorneys in London and the United States to rectify her visa issues so she could travel to the United States and continue working with companies based in the United States.

84.

Ms. Bass incurred attorney's fees in an amount not less than \$81,573.00 to resolve her immigration issues and remaining issues with National Geographic arising from the termination.

85.

As a result of Attorney Knox's forgery of Ms. Edwards' signature, Ms. Bass' professional reputation has been significantly damaged, causing her to lose business opportunities.

86.

As a result of Attorney Knox's forgery of Ms. Edwards' signature, Ms. Bass' career has been severely damaged and Ms. Bass and Karen Bass Media, Ltd. have suffered significant economic losses.

87.

At the time of the termination, Plaintiffs were earning an annual salary of \$254,195.51.

88.

As a direct result of Defendants' actions, Plaintiffs contract was terminated and Ms. Bass' reputation has been significantly damaged, causing them past financial losses of \$254,195.51 annually since October 30, 2014.

89.

Plaintiffs anticipate that their financial losses will extend into the future, through the time that Ms. Bass reaches a retirement age of 70 years old. These past and future income losses total no less than \$3,791,749.66.

90.

As the employer of Attorney Knox, Defendant Ogletree Deakins is responsible for Attorney Knox's actions.

COUNT I

LEGAL MALPRACTICE

91.

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

92.

At all times relevant to this action, an attorney-client relationship existed between Ms. Bass, Karen Bass Media, Ltd., and Defendants.

93.

Defendants had a duty to represent Ms. Bass and Karen Bass Media, Ltd. 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.

94.

Defendant Knox failed to adequately represent Ms. Bass in preparing her O-1 visa application and her 2012, 2013, and 2014 renewal petitions.

95.

Defendants' acts and omissions, as described above and specifically set forth in the Affidavit of Charles H. Kuck, Esq. attached hereto as Exhibit 11, breached the required skill, care and diligence, constituting negligence.

Defendants' deviations from the standard of care in their representation of Ms. Bass include, but are not limited to, the following:

- (a) Failing to competently prepare and file an O-1 visa application;
- (b) Failing to competently prepare and file O-1 visa renewal petitions for the years 2012, 2013, and 2014;
- (c) Failing to send Ms. Bass' O-1 visa application and subsequent renewal petitions to National Geographic for an original signature by the appropriate individual within the company;
- (d) Forging the signature of Megan Edwards on documents sent to USCIS;
- (e) Misrepresenting their actions regarding signatures on the O-1 visa application and subsequent renewal petitions to their client;
- (f) Misrepresenting the validity of the signatures on Ms. Bass' O-1 visa application and subsequent renewal petitions to USCIS and other branches of the United States government;
- (g) Failing to supervise an associate attorney;
- (h) Failing to advise Ms. Bass and Karen Bass Media, Ltd. that they had a conflict of interest in representing both Plaintiffs and National Geographic after Plaintiffs' contract with National Geographic was terminated;
- (i) Proceeding with representation of Ms. Bass and Karen Bass Media, Ltd. while at the same time representing National Geographic after a conflict arose;

- (j) Failing to obtain a conflict waiver from Ms. Bass and Karen Bass Media, Ltd., which would allow Defendants' to continue representing both Plaintiffs and National Geographic; and
- (k) Failing to protect Ms. Bass' interests and the interests of Karen Bass Media, Ltd.

97.

These deviations from the standard of care proximately caused injury to Ms. Bass and Karen Bass Media, Ltd., including financial losses arising from termination of the National Geographic contract as well as the loss of future contracts and damage to business reputation.

## COUNT II

### BREACH OF FIDUCIARY DUTY

98.

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

99.

Defendants owed certain fiduciary duties to Ms. Bass and Karen Bass Media, Ltd., including a duty to provide competent representation, a duty to keep Ms. Bass reasonably informed of the status of her visa application and renewal petitions, a duty of truthfulness, and a duty to avoid conflicts of interest.

100.

Defendants breached their fiduciary duties owed to Plaintiffs through failing to provide competent representation, failing to keep Ms. Bass reasonably informed about the status of her O-1 visa application and subsequent renewal petitions, failing to advise Plaintiffs of a conflict of

interest in representing them and National Geographic after the National Geographic contract was terminated, and knowingly making false statements to Ms. Bass regarding her O-1 visa application and renewal petitions.

101.

Defendants' breaches of their fiduciary duties caused harm to Ms. Bass and Karen Bass Media, Ltd.

102.

In accordance with O.C.G.A. § 9-11-9.1, Plaintiffs have attached hereto the Affidavit of Charles H. Kuck, Esq., an attorney licensed in the State of Georgia and an expert competent to testify as to the acts and omissions of Defendants which constituted breaches of fiduciary duty.

### COUNT III

#### LIABILITY FOR THE ACTS OF OTHERS

103.

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

104.

Attorney Ruby, as the supervising attorney and supervising shareholder for Attorney Knox, had a duty to make reasonable efforts to ensure that Attorney Knox conformed to the Georgia Rules of Professional Conduct, pursuant to Georgia Rule of Professional Conduct 5.1(b).

105.

Attorney Ruby, as the supervising attorney and supervising shareholder for Attorney Knox, is responsible for Attorney Knox's violations of the Georgia Rules of Professional Conduct, pursuant to Georgia Rule of Professional Conduct 5.1(c).

106.

Ogletree Deakins is responsible for the acts and omissions of Attorney Knox, Attorney Ruby, and any other agents pursuant to Georgia Rule of Professional Conduct 5.1.

107.

Ogletree Deakins is responsible for the negligent acts and omissions of Attorney Knox, Attorney Ruby, and any other agents acting within the scope of their employment pursuant to respondeat superior liability.

#### COUNT IV

#### NEGLIGENCE PER SE

108.

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

109.

Attorney Knox knowingly, under oath, made a false statement with respect to material facts in Ms. Bass' visa application when she forged Ms. Edwards' signature on the applications, in violation of 18 U.S.C. § 1546(a) thereby constituting negligence per se.

110.

Attorney Knox knowingly presented Ms. Bass' visa application containing forged signatures to USCIS, in violation of 18 U.S.C. § 1546(a) thereby constituting negligence per se.

111.

Attorney Knox failed to obtain an original signature on Ms. Bass' visa applications and instead, forged Ms. Edwards' signature on those applications, in violation of 8 C.F.R. § 103.2 thereby constituting negligence per se.

112.

Attorney Knox's negligence per se caused harm to Karen Bass and Karen Bass Media, Ltd.

#### COUNT V

#### BREACH OF CONTRACT

113.

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

114.

In or around August 2012, Ms. Bass and Karen Bass Media, Ltd. entered into a contract with Defendants, wherein Defendants agreed to represent Ms. Bass in renewing her visa so she could fulfill the duties set forth in the contract between Karen Bass Media, Ltd. and National Geographic.

115.

Defendants' breached their contract with Plaintiffs by failing to competently complete Ms. Bass' visa renewal petitions in 2012, 2013, and 2014.

116.

Attorney Knox breached her contract with Plaintiffs by forging Ms. Edwards' signatures on Ms. Bass' visa renewal petitions and associated documents in 2012, 2013, and 2014.

117.

Ogletree Deakins breached its contract with Plaintiffs by failing to supervise Attorney Knox in her preparation and submission of Ms. Bass' visa renewal petitions and associated documents in 2012, 2013, and 2014.

118.

Defendants' breach of their contract with Ms. Bass and Karen Bass Media, Ltd. caused damages to Plaintiffs, for which Defendants are liable.

## COUNT VI

### NEGLIGENT MISREPRESENTATION

119.

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

120.

Attorney Knox and Ogletree Deakins undertook to advise and procure an appropriate visa for Ms. Bass so she would be able to complete her work under the contract between Karen Bass Media, Ltd. and National Geographic.

121.

Plaintiffs Karen Bass and Karen Bass Media Limited relied upon Defendants in their undertaking to procure an appropriate visa for Ms. Bass.

122.

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

123.

Pursuant to the attorney-client relationship between Plaintiffs and Defendants, Attorney Knox and Ogletree Deakins were required to appropriately complete and file Karen Bass' O-1B visa petition and the renewal petitions.

124.

Defendants negligently misrepresented numerous matters to Karen Bass related to her visa documents including: (a) representations that they would properly handle her visa applications; (b) representations regarding the status of the visa petition and 2012, 2013, and 2014 renewals; (c) representations that the visa petition and 2012, 2013, and 2014 renewals were being sent to National Geographic for signatures; (d) representations that the signatures on the visa petition and 2012, 2013, and 2014 renewals were original signatures of Megan Edwards; and (e) representations that they had power of attorney to sign the visa petition and 2012, 2013, and 2014 renewals for Ms. Edwards.

125.

Defendants knew or should have known that their misrepresentations to their clients, USCIS, and the United States Department of State could jeopardize Ms. Bass' career and ability

to travel to the United States and could cause Plaintiffs to lose their contract with National Geographic.

126.

Despite the attorney-client relationship between Plaintiffs and Defendants, Defendants misrepresented the status of visa petition renewals to Ms. Bass.

127.

Despite the attorney-client relationship between Plaintiffs and Defendants, Defendants misrepresented that they were obtaining the original signatures of Megan Edwards on Karen Bass' O-1B visa petition and subsequent renewals were when they were not.

128.

Despite the attorney-client relationship between Plaintiffs and Defendants, Defendants misrepresented that the signatures on Karen Bass' O-1B visa petition and subsequent renewals were original signatures of Megan Edwards when they were not.

129.

Despite the attorney-client relationship between Plaintiffs and Defendants, Attorney Knox misrepresented that she had permission to sign Megan Edwards' name on Karen Bass' O-1B visa petition and subsequent renewals when she did not.

130.

As a result of these numerous misrepresentations, Plaintiffs' contract with National Geographic was terminated and Karen Bass lost her ability to travel to the United States in any capacity for nearly eleven (11) months.

131.

As a result of these misrepresentations, Plaintiffs have lost past and future income, incurred attorney's fees and expenses, and suffered damage to their reputations.

COUNT VII

FRAUD

132.

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

133.

Ms. Bass hired Defendants to prepare and submit her visa petitions so she could complete work under the contract between National Geographic and Karen Bass Media, Ltd.

134.

While working with Ogletree Deakins, Attorney Knox falsely and knowingly misrepresented to Ms. Bass that she was sending Ms. Bass' O-1 visa renewal petitions to National Geographic for signature.

135.

Plaintiffs justifiably relied on Attorney Knox's representations regarding Ms. Bass' visa petition and renewals.

136.

Despite her representations to Ms. Bass, Attorney Knox did not send the visa application and renewal petitions for an original signature, but rather, she forged the signature of Ms. Edwards on Ms. Bass' documents that were sent to USCIS.

137.

At the time she forged Ms. Edwards' signature, Attorney Knox knew she did not have Ms. Edwards' consent or authority to sign her name on the documents.

138.

Attorney Knox's forgeries and fraudulent misrepresentations caused damage to Ms. Bass and Karen Bass Media, Ltd. Specifically, Plaintiffs have lost past and future income, incurred attorney's fees and expenses, and suffered damage to their reputations.

#### COUNT VIII

#### PUNITIVE DAMAGES

139.

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

140.

The actions of Attorney Knox set forth herein, including but not limited to, repeatedly forging the signature of Ms. Edwards, despite advising Ms. Bass that she had sent the documents to Ms. Edwards for signature, show willful misconduct, wantonness and that entire want of care which raises the presumption of a conscious indifference to the consequences of their acts.

141.

Accordingly, Plaintiffs seek punitive damages pursuant to O.C.G.A. § 51-12-5.1.

COUNT IX

ATTORNEY'S FEES AND EXPENSES

142.

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

143.

Defendants acted in bad faith during their representation of Ms. Bass and Bass Media Ltd., entitling Plaintiffs to recover their 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.

144.

By forcing Plaintiffs to file the instant litigation, Defendants have been stubbornly litigious and caused Ms. Bass unnecessary trouble and expense. As such, Plaintiffs are entitled to recover attorney's fees and expenses under O.C.G.A. § 13-6-11.

145.

At the present time, Plaintiffs' litigation expenses associated with this claim are an amount not less than \$21,064.93. This amount will continue to increase through the time of trial of this case.

WHEREFORE, Plaintiffs respectfully demand:

- (a) That Summons issue requiring Defendants to be and appear in this Court within the time provided by law to answer this Complaint;

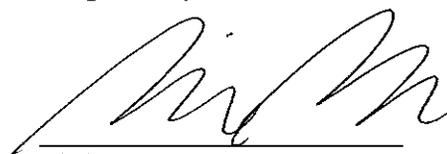
- (b) Judgment against Defendants for past lost income at an annual rate of \$254,195.51, beginning on October 30, 2014 and extending through the date of trial;
- (c) Judgement against Defendants for future lost income at an annual rate of \$254,195.51, from the date of trial through the year 2029;
- (d) Judgment against Defendants for past attorney's fees and expenses incurred to resolve Ms. Bass' immigration issues and address termination issues with National Geographic, an amount not less than \$81,573.00;
- (e) Judgment against Defendants for attorney's fees, expenses and costs of this Court associated with bringing the present claims;
- (f) Judgment against Defendants for Plaintiffs' damages to their professional reputation and loss of business associated with same;
- (g) Judgment against Defendants for punitive damages;
- (h) That all issues raised in this Complaint be tried before a jury; and
- (i) For such other and further relief as the Court deems just and proper.

**JURY DEMAND**

Plaintiffs hereby demand a trial by jury to try all issues triable by a jury.

This 15 day of August, 2017.

Respectfully Submitted,



Linley Jones  
State Bar No. 403045  
Angela M. Forstie  
State Bar No. 940654  
Attorneys for Plaintiffs

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**IN THE STATE COURT OF FULTON COUNTY  
STATE OF GEORGIA**

KAREN BASS and	)	
KAREN BASS MEDIA, LTD.,	)	
	)	CIVIL ACTION FILE
Plaintiffs,	)	
	)	NO. 16EV005327
vs.	)	
	)	
BRANDI N. KNOX and	)	
OGLETREE, DEAKINS, NASH,	)	
SMOAK & STEWART, PC,	)	
	)	
Defendants.	)	

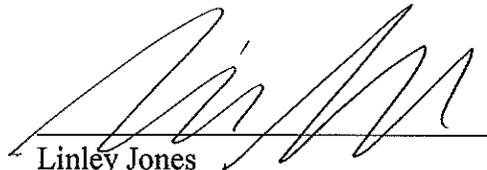
**CERTIFICATE OF SERVICE OF DISCOVERY**

COME NOW, Karen Bass, and Karen Bass Media, Ltd., Plaintiffs in the above-styled action, and certify that the undersigned has this day served the opposing party with a copy of the within and foregoing Plaintiffs' First Amended Complaint via the Court's electronic filing system and U.S. mail with correct postage attached thereto and addressed as follows:

Johannes S. Kingma, Esq.  
Shannon M. Sprinkle, Esq.  
Matthew A. Gass, Esq.  
Carlock, Copeland & Stair, LLP  
191 Peachtree Street, N.E., Suite 3600  
Atlanta, GA 30303  
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[mgass@carlockcopeland.com](mailto:mgass@carlockcopeland.com)

*Signature on following page*

This 15 day of August, 2017.

A handwritten signature in black ink, appearing to read 'Linley Jones', is written over a horizontal line.

Linley Jones  
Georgia Bar No. 403045  
Angela Forstie  
Georgia Bar No. 940654  
Attorneys for Plaintiffs

THE LINLEY JONES FIRM, P.C.  
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**RULE 36.4 STATEMENT:** This signature is affixed to Certificate of Service of Plaintiffs' First Amended Complaint in the matter of *Karen Bass and Karen Bass Media, Ltd. v. Brandi Knox, Esq., et al.*, in the State Court of Fulton County, Civil Action File No. 16EV005327.