



IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

**BAYOU LA BATRE HOUSING
AUTHORITY, a public non-profit
corporation,**

Plaintiff,

VS.

VIRGINIA HUDDLESTON; DARRYL WILSON; MARCIA STORK; JOHN W. JOYNER, JR.; TONY COLLIER; ANNETTE THORNTON; MICHAEL GOODIN; 1-10 the person, firm, corporation, or other entity other than described above, whose wrongful conduct contributed to cause the plaintiff's injuries, all of whose true legal names and identities are otherwise unknown at this time but will be added by amendment when ascertained, jointly and severally,

Defendants.

Civil Action No.: CV-_____

JURY DEMANDED

COMPLAINT

COMES NOW the Plaintiff, Bayou La Batre Housing Authority, and files this Complaint against the Defendants, whose wrongful conduct caused damages to Bayou La Batre Housing Authority, and alleges as follows:

THE PARTIES

1. Bayou La Batre Housing Authority (hereinafter referred to as the “Housing Authority” or “BLBHA”) is a public non-profit corporation organized pursuant to Ala. Code §§24-1-20 *et seq.*, and authorized to incorporate by a resolution adopted by the Bayou La Batre City Council in 2008.

2. Defendant Virginia Huddleston is over the age of nineteen years, a resident of Mobile County, Alabama, and was the executive director of the Housing Authority at all times pertinent to the actions which are the basis of this cause.

3. Defendant Darryl Wilson is over the age of nineteen years, a resident of Mobile County, Alabama, and has acted as a Board member and/or agent of the Housing Authority at all times pertinent to the actions which are the basis of this cause.

4. Defendant Marcia Stork is over the age of nineteen years, a resident of Mobile County, Alabama, and was a Board member of the Housing Authority at all times pertinent to the actions which are the basis of this cause.

5. Defendant John W. Joyner, Jr. is over the age of nineteen years, a resident of Mobile County, Alabama, and was a Board member of the Housing Authority at all times pertinent to the actions which are the basis of this cause.

6. Defendant Tony Collier is over the age of nineteen years, a resident of Mobile County, Alabama, and was a Board member of the Housing Authority at all times pertinent to the actions which are the basis of this cause.

7. Defendant Annette Thornton is over the age of nineteen years, a resident of Mobile County, Alabama, and was a Board member of the Housing Authority at all times pertinent to the actions which are the basis of this cause.

8. Defendant Michael Goodin is over the age of nineteen years, a resident of Mobile County, Alabama, and was a Board member of the Housing Authority during times pertinent to the actions which are the basis of this cause.¹

¹ Together, Defendants Stork, Joyner, Collier, Thornton, and Goodin are sometimes referred to herein collectively as the “Board members” or the “Board.”

9. The true names and capacities of Fictitious Defendants 1-10, inclusive, whether individual, plural, corporate, partnership, associate, or otherwise, are not known to plaintiff at this time, who therefore sues said Defendants by such fictitious names. Plaintiff will seek leave from the Court to amend this Complaint to show the true names and capacities of Fictitious Defendants 1-10, inclusive, when the same have been ascertained.

JURISDICTION AND VENUE

10. This court has jurisdiction over this matter, in which the amount in controversy exceeds \$20,000.00, pursuant to Ala. Code § 12-11-30 (1975).

11. This court is the appropriate venue for this action pursuant to Ala. Code § 6-3-2 (1975) because Defendants were conducting business at the time of the accrual of this cause in Mobile County and the events giving rise to the claim occurred in Mobile County.

STATEMENT OF FACTS

12. In 2007, approximately \$15.7 million in federal grant money was provided to the City of Bayou La Batre to purchase property and develop affordable housing for those displaced by Hurricanes Katrina and Rita.

13. In 2008, pursuant to Alabama Code (1975) §§ 24-1-20, *et seq.*, the Bayou La Batre City Council authorized the incorporation of the Housing Authority as a public housing authority to oversee further development of the property and manage the leasing of units, collection of rents, maintenance, and day-to-day operations of the residential housing complex which came to be commonly known as “Safe Harbor.”

14. In or about 2013, the terms of the federal grant were satisfied. At that time, the City of Bayou La Batre possessed full ownership of the Safe Harbor property managed by the Housing Authority.

15. In 2017, the City of Bayou La Batre completed the full conveyance of all Safe Harbor property to the Housing Authority.

16. The Housing Authority, at all times pertinent to this cause, employed two individuals for managerial and/or administrative positions: Virginia Huddleston and Darryl Wilson.

17. The Housing Authority's Board of Directors (the "Board") hired Virginia Huddleston in or around May 2013 as the Executive Director of the Housing Authority.

18. Darryl Wilson was appointed to the Board in or about October, 2009.

19. Wilson resigned from the Board on August 2, 2013, shortly after voting to hire Huddleston, his former business partner and soon-to-be wife, as the Housing Authority's Executive Director.

20. Soon after Wilson resigned from the Board, he was hired as the Housing Authority's Facilities Manager.

21. On November 15, 2016, Defendant Marcia Stork, signing as Chairperson of the Board, executed employment contracts for Huddleston and Wilson. The minutes of the Board meeting held the same day reflect that the Board did not authorize the Housing Authority to enter into said employment contracts, and no other records of the Board reflect the approval of these contracts. Upon information and belief, the actual contract documents were never presented to or approved by the Board, and the Board's attorney was never involved in the drafting or review of said contracts.

22. The unauthorized November 2016 employment contract between the Housing Authority and Huddleston provided Huddleston with an annual salary of \$80,000.

23. The unauthorized November 2016 employment contract between the Housing Authority and Wilson provided Wilson with an annual salary of \$50,000.

24. The unauthorized November 2016 employment contracts provided Huddleston and Wilson each with 24 paid sick days per year with carry-over, 12 paid personal days per year with carry-over, three (3) weeks of paid vacation per year with carry-over, and paid days off for “all holidays recognized by the federal, state and local government for its employees.” The contracts also provided that the employees could only be in default of the contract if convicted of a felony in Alabama. If the Housing Authority terminated the contract, the terminated employee would be entitled to full compensation of the remaining terms together with all unused and accrued sick days, personal days, and vacation days.

25. Minutes from the March 13, 2018 Board meeting reflect the approval of an amendment to Huddleston’s contract to include a 10% commission of any donations and grants received by the Housing Authority. Defendant Stork executed an amendment reflecting same on June 12, 2018. Upon information and belief, the actual amendment document was never presented to or approved by the Board, and the Board’s attorney was never involved in the drafting or review of said amendment.

26. Minutes from the October 16, 2018, Board meeting reflect the approval of an amendment to the unauthorized 2016 employment contracts of Huddleston and Wilson to include a 2% annual pay increase and a retirement plan to include 80% of their outgoing salaries, plus a 1% annual cost of living increase beginning January 2027 and health insurance coverage until death. Defendant Stork executed amendments to the employment contracts of both Huddleston and Wilson reflecting same on December 11, 2018. Upon information and belief, the actual amendment documents were never presented to or approved by the Board, and the Board’s attorney

was never involved in the drafting or review of said amendment. Said amendments also contained the following unconscionable, one-sided terms:

- a. In the event the ownership of BLBHA is sold or transferred in any way, the terms and conditions of the employment contracts would remain in full force and effect and any subsequent owner of BLBHA would assume the obligations of the contracts.
- b. The salaries and benefits would only be affected by the death or voluntary/willful termination of the contract by Huddleston/Wilson.
- c. If Huddleston/Wilson deem it necessary to defend the terms and conditions of the employment contracts, BLBHA or a subsequent owner would be responsible for legal fees incurred by Huddleston/Wilson.

27. Minutes from the March 19, 2019, Board meeting reflect the approval of yet another amendment to the unauthorized 2016 employment contracts of Huddleston and Wilson to raise the annual salary increase for both Huddleston and Wilson from 2% to 5%, retroactive to January 1, 2019. Stork executed amendments to the 2016 employment contracts of both Huddleston and Wilson reflecting same on June 18, 2019. Upon information and belief, the actual amendment documents were never presented to or approved by the Board, and the Board's attorney was never involved in the drafting or review of said amendments.

28. Minutes from the October 15, 2019, Board meeting reflect that the Board illegally entered executive session "to discuss negotiations of Huddleston and Wilson employment contracts and other legal matters." No roll call vote was taken and no attorney was present. Following the executive session, the Board voted unanimously to enter into new employment contracts with Huddleston and Wilson, but the terms of said contracts were not discussed or approved in the open meeting.

29. Defendant Stork, signing as Chairperson of the Board, and Defendant Joyner, signing as Vice-Chairperson, executed documents purporting to be new employment contracts

between the Housing Authority and each of Huddleston and Wilson. The date of Stork and Joyner's signatures on each document is October 1, 2019, fourteen (14) days prior to the date on which said contracts were supposedly discussed in a secret and illegally-called executive session of the Board.

30. Upon information and belief, the actual 2019 contract documents were never presented to or approved by the Board, and the Board's attorney was never involved in the drafting or review of said contracts.

31. The unauthorized 2019 employment contract between the Housing Authority and Defendant Huddleston provided Huddleston with an annual salary of \$120,000.

32. The unauthorized 2019 employment contract between the Housing Authority and Defendant Wilson provided Wilson with an annual salary of \$84,000.

33. The unauthorized 2019 employment contracts also provided that, upon the completion of the one-year contract or its termination by Huddleston/Wilson, Huddleston and Wilson would receive annual retirement salaries of \$100,000 and \$70,000, respectively, for life, plus a 2% annual cost of living increase and health coverage for life.

34. The unauthorized 2019 employment contracts also provided Huddleston and Wilson with the following election option with regards to retirement:

In the alternative to the annual retirement salary as outlined above, [Huddleston/Wilson] may elect to receive the net present value of [her/his] retirement based on a 10-year treasury rate at the time of separation from employment and social security life expectancy tables. BLBHA shall place funds in a separate dedicated account for the sole purpose of funding [Huddleston's/Wilson's] retirement options and shall invest said funds in a diversified portfolio managed by a professional money manager of [Huddleston's/Wilson's] selection. **In the event the real property of the BLBHA is sold or any other event occurs to cause the cessation of the BLBHA, or the BLBHA receives a windfall, the monies therefrom shall be first used to fund the above referenced retirement account.**

35. The unauthorized 2019 employment contracts also included other unconscionable and one-sided terms, such as:

- a. a requirement that if the terms and conditions of the 2019 contracts were ever challenged, BLBHA would fund Huddleston and Wilson's legal fees by depositing \$10,000 "upon demand" and additional amounts of \$5,000 "until such time the defense of this contract has been completed," including any appeals "or other action as may be deemed necessary by [Huddleston/Wilson]; and
- b. "If any provision of this contract is determined to be vague or ambiguous, said provision shall be read in a light more favorable to [Huddleston/Wilson]."

36. At the December 2019 Board meeting, the Board entered into an executive session, with no roll call vote taken and without the Board's attorney present, to "discuss legal matters." Following the executive session, **the Board unanimously authorized the sale of Safe Harbor.**

37. On December 3, 2019, after learning of the Board's decision to sell Safe Harbor, the Housing Authority's attorney wrote a letter to Huddleston and the Board reminding them of their duties under applicable state law and advising that they rescind the decision to sell Safe Harbor if the purpose of the sale was not in furtherance of said statutory duties. Upon receiving this legal advice, the Board chose to retain a different attorney to assist in facilitating the sale of Safe Harbor in furtherance of the civil conspiracy.

38. Minutes from the January 21, 2020, Board meeting reflect that the Board unanimously approved the initial payments toward Huddleston and Wilson's retirement plus all associated taxes and fees totaling \$75,641 and \$76,588, respectively, payable to First Clearing Corporation. **A total of \$152,229 was transferred by Huddleston from the Housing Authority's savings account to pay for these initial retirement deposits.** Also during said meeting, the Board illegally entered a closed executive session without a roll call vote and with no attorney present to discuss pending legal matters.

39. The Board subsequently entered into closed executive sessions to discuss pending legal issues on February 18, 2020, and March 17, 2020, in both instances without a roll call vote or attorney present.

40. On March 17, 2020, the Board unanimously authorized a contract with Ten-X to auction off all of the Safe Harbor properties.

41. Defendants soon discovered that the Safe Harbor properties would not be marketable until they were rezoned for multi-family residential use. Upon information and belief, Defendants were offered approximately \$4,100,000 for the properties, subject to them being rezoned.

42. On July 9, 2020, with the \$4.1 Million offer in hand, Defendants Stork and Joyner signed amendments to the 2019 employment contracts with Huddleston and Wilson **to change their retirement payout schemes to single lump sum payments totaling \$2,521,359 and \$1,661,412, respectively, for a total of \$4,182,771.**

43. The section of the 2020 amendments regarding the lump sum retirement payments begins with unconventional contract language referencing the “outstanding achievements and contributions” made by Huddleston and Wilson in their respective roles “that has [*sic*] increased the value of the Safe Harbor properties and improved the lives of its residents and neighbors”; recognition that Huddleston and Wilson had “gone above and beyond all requirements and expectations in the performance” of their duties; and reference to Huddleston and Wilson being “subjected to endure malicious, extraordinary, extreme obstacles and long-term mistreatment and maltreatment beyond the traditional norms” of someone in their respective positions, all as an apparent preface to justify the exorbitant retirement packages.

44. Upon information and belief, the actual 2020 amendment documents were never presented to or approved by the Board, and the Board's attorney was never involved in the drafting or review of said amendments.

45. On July 21, 2020, Defendants Stork and Joyner signed new employment contracts with Huddleston and Wilson. These documents purport to include all of the same terms and conditions of the 2019 contract as amended, including the lump sum payouts and other unconscionable terms, albeit with a term effective October 1, 2020, through September 30, 2021. Both Huddleston and Wilson resigned prior to October 1, 2020, the stated effective date of the 2020 contracts.

46. Upon information and belief, the actual 2020 contract documents were never presented to or approved by the Board, and the Board's attorney was never involved in the drafting or review of said contracts.

47. Defendants acted in concert to devise a scheme that would liquidate the assets of the Housing Authority and transfer all of the proceeds to Defendants Huddleston and Wilson – to the tune of over \$4,100,000.

48. Defendants went to great lengths to conceal their time-sensitive plan to unjustly enrich Huddleston and Wilson to the detriment of the Housing Authority and the many residents of Safe Harbor, including Defendants' refusal to allow a newly-appointed Board member to participate in meetings.

49. Defendants' plan was largely thwarted when issues arose during Defendants' attempts to rezone the Safe Harbor properties. In late Summer 2020, Defendants each resigned their employment/board positions with the Housing Authority.

50. In addition to the wrongful acts described above, Defendants made and/or approved purchases and other expenditures for personal use using Housing Authority funds, including without limitation the unauthorized use of Housing Authority credit and gas cards, which were not in the Housing Authority's best interest.

51. Upon information and belief, the Defendant Board members spent and used corporate assets and monies for personal expenses that were not in the Housing Authority's best interests.

52. Furthermore, Defendants expended Housing Authority assets and resources for activities and events that were not in the Housing Authority's best interest, and were, instead, in the individual Board member's, Executive Director's, or Facilities Manager's interests.

COUNT ONE
BREACH OF FIDUCIARY DUTY AND THE DUTY OF LOYALTY

53. Plaintiff adopts and incorporates all previous paragraphs as if specifically alleged herein.

54. Defendants owed fiduciary duties to the Housing Authority in their roles as officers, directors, and/or agents of the Housing Authority.

55. Specifically, under Alabama law, the duty of loyalty requires directors, officers, and agents to manage the affairs of the corporation honestly and impartially, without personal advantage, profit, or gain from their position as an officer or director.

56. These duties required Defendants to act at all times in the best interests of the Housing Authority.

57. As officers, directors, and agents of the Housing Authority, Defendants breached their fiduciary duty of loyalty owed to the Housing Authority during the course of their

employment or Board membership, by transferring their loyalty to themselves and others instead of the Housing Authority.

58. Defendants' breaches of their fiduciary duty of loyalty caused damages to the Housing Authority in an amount to be proven at trial.

WHEREFORE, Plaintiff seeks an accounting and disgorgement of the monies obtained by Defendants as a result of their breaches of fiduciary duty, and such other relief, including money damages and any other equitable relieve as the court may deem appropriate, plus attorney's fees, interest, and costs.

COUNT TWO
BREACH OF FIDUCIARY DUTY AND THE DUTY OF CARE

59. Plaintiff adopts and incorporates all previous paragraphs as if specifically alleged herein.

60. Defendants owed fiduciary duties to the Housing Authority in their roles as officers, directors, and/or agents of the Housing Authority.

61. Specifically, under Alabama law, the duty of care requires officers, directors, and agents to act as ordinarily prudent and diligent individuals under similar circumstances.

62. As officers, directors, and agents of the Housing Authority, Defendants breached their fiduciary duty of care owed to the Housing Authority during the course of their employment or membership on the Board, by failing to exercise business judgment with respect to purchases and sales, and use of corporate monies, assets, and resources.

63. Defendants' breaches of their fiduciary duty of care proximately caused damages to the Housing Authority in an amount to be proven at trial.

WHEREFORE, Plaintiff seeks an accounting and disgorgement of the monies obtained by Defendants as a result of their breaches of fiduciary duty, and such other relief, including money

damages and any other equitable relieve as the court may deem appropriate, plus attorney's fees, interest, and costs.

COUNT THREE
CIVIL CONSPIRACY

64. Plaintiff adopts and incorporates all previous paragraphs as if specifically alleged herein.

65. Defendants unlawfully conspired and agreed with each other with the intent to sell Safe Harbor and then secretly disperse the proceeds of such sale entirely to Defendants Huddleston and Wilson.

66. Defendants combined and joined in a concerted effort to formulate a deceitful scheme which prevented Safe Harbor residents and the City of Bayou La Batre from discovering the true intent of the Defendants and their plans.

67. Defendants met on several occasions, primarily in wrongfully-entered executive sessions out of view of the public eye and without the Board's attorney present, to carry out this scheme.

68. As a result of the conspiracy, the Housing Authority has been damaged, including a partial funding of Huddleston and Wilson's retirement in an amount over \$150,000.00 and other monies spent in an attempt to carry out this conspiracy.

WHEREFORE, Plaintiff seeks money damages from the Defendants in an amount to be determined by the trier of fact to compensate the Housing Authority for its damages, plus attorneys' fees, costs, and all such other relief at law and equity to which the Housing Authority may be entitled.

COUNT FOUR
CONVERSION

69. Plaintiff adopts and incorporates all previous paragraphs as if specifically alleged herein.

70. The Defendants have converted to their own use the Housing Authority's assets and monies, which were rightfully the property of the Housing Authority, and have deprived the Housing Authority of the right to this property and the benefits therefrom and have appropriated such for their own use.

71. Defendants' conversion of the Housing Authority's assets has deprived the Housing Authority of its property.

72. The Housing Authority has demanded return of this property; however, Defendants have failed and/or refused to return same.

73. Defendants' actions have directly caused injury and damages to the Housing Authority.

74. Defendants' conduct was wrongful, intentional, malicious, and deserving of punitive damages.

WHEREFORE, Plaintiff demands judgment against Defendants in an amount to be determined by a jury, for compensatory and punitive damages, together with interest, attorney fees, and the costs of this action.

COUNT FIVE
NEGLIGENCE

75. Plaintiff adopts and incorporates all previous paragraphs as if specifically alleged herein.

76. When Defendants were appointed to the Board and/or were employed by the Housing Authority, they undertook a duty to carefully and prudently spend and/or assure that the Housing Authority's monies and assets were disbursed and/or used reasonably and in the best interest of the Housing Authority.

77. When Defendants were appointed to the Board and/or were employed by the Housing Authority, they undertook a duty to carefully and prudently conduct its day-to-day operations and conduct any potential sale of the property and disperse funds therefrom reasonably and in the best interest of the Housing Authority.

78. Defendants, through their neglect, unskillfulness, and/or carelessness, negligently failed to ensure the Housing Authority's monies and assets were being used reasonably and in the best interest of the Housing Authority.

79. Defendants through their neglect, unskillfulness, and/or carelessness negligently failed to ensure the Housing Authority's day-to-day operations and potential sale of the property were done reasonably and in the best interest of the Housing Authority.

80. As a proximate cause of Defendants' negligence, the Housing Authority has been damaged and injured.

WHEREFORE, Plaintiff seeks money damages from the Defendants in an amount to be determined by the trier of fact to compensate the Housing Authority for its damages, plus attorneys' fees, costs, and all such other relief at law and equity to which the Housing Authority may be entitled.

COUNT SIX
WANTONNESS

81. Plaintiff adopts and incorporates all previous paragraphs as if specifically alleged herein.

82. While under a duty to carefully and prudently spend and/or assure that the Housing Authority's monies and assets were disbursed and/or used reasonably and in the best interest of the Housing Authority, Defendants consciously committed acts of wrongdoing with regards to these funds with knowledge of existing conditions that to do so would likely and probably result in injury to the Housing Authority.

83. While under a duty to carefully and prudently conduct its day-to-day operations and conduct any potential sale of the property and disperse funds therefrom reasonably and in the best interest of the Housing Authority, Defendants consciously committed acts of wrongdoing with regards to these duties with knowledge of existing conditions that to do so would likely and probably result in injury to the Housing Authority.

84. The Defendants consciously and/or intentionally acted with reckless disregard to the consequences of these wrongful acts.

85. As a proximate cause of Defendants' reckless and wanton conduct, the Housing Authority has been damaged and injured.

WHEREFORE, Plaintiff seeks money damages from the Defendants in an amount to be determined by the trier of fact to compensate the Housing Authority for its damages, plus attorneys' fees, costs, and all such other relief at law and equity to which the Housing Authority may be entitled.

COUNT SEVEN
WASTE OF CORPORATE ASSETS

86. Plaintiff adopts and incorporates all previous paragraphs as if specifically alleged herein.

87. Defendants caused the Housing Authority to waste valuable corporate assets by engaging in transactions and contracts that were less beneficial to the Housing Authority than transactions and contracts could have been had the Defendants acted in a reasonable manner.

88. Defendants wasted corporate assets by using Housing Authority funds, assets, and resources for their own personal benefit and/or for the benefit of others.

89. Payment of excessive salaries and benefits to Defendants Huddleston and Wilson amounts to a waste of corporate assets.

90. As a proximate result of Defendants' breaches, the Housing Authority has been injured and has suffered damages in an amount to be proven at trial.

WHEREFORE, Plaintiff seeks money damages from the Defendants in an amount to be determined by the trier of fact to compensate the Housing Authority for its assets that were wasted, plus attorneys' fees, costs, and all such other relief at law and equity to which the Housing Authority may be entitled.

COUNT EIGHT
MISAPPROPRIATION OF CORPORATE ASSETS

91. Plaintiff adopts and incorporates all previous paragraphs as if specifically alleged herein.

92. As outlined above, Defendants misappropriated assets of the Housing Authority for the personal benefit of Defendants.

WHEREFORE, Plaintiff seeks money damages from the Defendants in an amount to be determined by the trier of fact to compensate the Housing Authority for its assets and opportunities that were misappropriated, plus attorneys' fees, costs, and all such other relief at law and equity to which the Housing Authority may be entitled.

COUNT NINE
UNJUST ENRICHMENT
(Against Defendants Huddleston and Wilson)

93. Plaintiff adopts and incorporates all previous paragraphs as if specifically alleged herein.

94. As a result of the transactions set out herein, Defendants Huddleston and Wilson have been unjustly enriched at the expense of and to the detriment and harm of the Housing Authority.

95. The circumstances of this case demonstrate a clear case of inequitable conduct on the part of these Defendants.

96. These Defendants, individually and collectively, have been unjustly enriched by using corporate assets and monies misappropriated or wrongfully obtained from the Housing Authority, to further their own individual interests and pecuniary gain.

97. Defendants Huddleston and Wilson have been unjustly enriched by salaries and retirement payments received to the detriment of the Housing Authority and to allow them to retain the benefit of these payments would be unconscionable.

WHEREFORE, Plaintiff seeks money damages from the Defendants in an amount to be determined by the trier of fact to compensate the Housing Authority for its assets and opportunities that were misappropriated, plus attorneys' fees, costs, and all such other relief at law and equity to which the Housing Authority may be entitled.

PRAYER FOR RELIEF

WHEREFORE, PREMISES CONSIDERED, as the proximate cause of the foregoing wrongful acts, waste of corporate assets, misappropriation of corporate assets and opportunities,

unjust enrichment, conspiracies, and breaches of fiduciary duties, Plaintiff Bayou La Batre Housing Authority seeks an award of the following relief:

- I. Disgorgement of amounts received by Defendants Huddleston and Wilson as the result of breaches of fiduciary duty, waste of corporate assets, misappropriation of corporate opportunities and assets, unjust enrichment, and all other wrongdoing that would serve as the basis for this relief;
- II. Disgorgement of all compensation including but not limited to salary, benefits, bonuses, and retirement payments received by Defendants Huddleston and Wilson as the result of the wrongful acts and breaches of fiduciary duty;
- III. Rescission of the wrongful employment contracts and amendments between the Housing Authority and Defendant Huddleston and disgorgement and return of monies wrongfully paid pursuant thereto;
- IV. Rescission of the wrongful employment contracts and amendments between the Housing Authority and Defendant Wilson and disgorgement and return of monies wrongfully paid pursuant thereto;
- V. Disgorgement and return of all property interests that were wrongfully transferred to Defendants;
- VI. Compensatory and punitive damages in excess of the jurisdictional limits of this Court in such sum as the trier of fact shall award based upon the wrongdoing alleged in this Complaint;
- VII. Appropriate equitable and injunctive relief to which Plaintiff may be entitled; and
- VIII. Attorneys' fees and costs of court.

PLAINTIFF RESPECTFULLY REQUESTS TRIAL STRUCK BY JURY

Respectfully submitted,

ADAMS & REESE, LLP

/s/ Jay M. Ross

JAY M. ROSS (ROS013)

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**Defendants to be served via private process server, Tyler Norris, Eyewitness Investigations
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