



IN THE CIRCUIT COURT OF CULLMAN COUNTY, ALABAMA

MELISSA GAIL CURTIS

Plaintiffs,

v.

**JEFFREY T. TOLBERT; SMITH
LAKE RESORT LLC.; TRIDENT
MARINA, LLC.**

Defendants,

VERIFIED COMPLAINT

COMES NOW, Plaintiff Melissa Gail Curtis (“Plaintiff Curtis”), and files the following verified complaint against the identified and fictitiously identified defendants:

PARTIES

1. At all times relevant and material, the plaintiff Melissa Gail Curtis (“Plaintiff Curtis”) was a resident of Cullman County, Alabama.
2. At all times relevant and material, defendant Jeffery T. Tolbert (“Defendant Tolbert”) was a resident of Cullman County, Alabama.
3. At all times relevant and material, defendant Smith Lake Resort LLC. [sic] (“Defendant Smith Lake”) was a limited liability company formed under the law of the State of Alabama.
4. At all times relevant and material, defendant Trident Marina, LLC (“Defendant Trident Marina”) at all times relevant and material was a limited liability company formed under the laws of the State of Alabama.
5. Plaintiff Curtis alleges that Defendant Trident Marina is but an alter ego of Defendant Smith Lake.

6. Plaintiff Curtis alleges that Defendant Smith Lake is but an alter ego of Defendant Trident Marina.

7. Plaintiff Curtis alleges that Defendants Smith Lake and Defendant Trident Marina are but mere alter egos of Defendant Tolbert.

8. Collectively herein when appropriate, the named defendants are referred to as the “Defendants”

9. The complained of acts herein, other than the personal battery and assault of Plaintiff Curtis by Defendant Tolbert is attributable to all named defendants.

JURISDICTION & VENUE

10. Jurisdiction in this Court is proper because the Court has personal jurisdiction over each of the named defendants.

11. Venue in this Court is proper because the complained of acts occurred within the geographic area in which this Court sits.

FACTUAL ALLEGATIONS

12. On or about September 18, 2023, at his invitation, Plaintiff Curtis had an initial meeting with Defendant Tolbert at the Urban Cook House in Cullman, Alabama to discuss Defendant Tolbert’s plans for a resort for Smith Lake.

13. Defendant Tolbert induced Plaintiff Curtis to join him in his venture by promising her commissions and returns in excess of Ten Million Dollars (\$10,000,000.00).

14. At the initial meeting, Defendant Tolbert informed Plaintiff Curtis that he would like for her to accompany him to Big Cedar Lodge in Missouri.

15. Defendant Tolbert fraudulently portrayed the purpose of the trip to Big Cedar Lodge as an opportunity for Defendant Tolbert to show Plaintiff Curtis what he envisioned (the “Smith Lake Project”).
16. Under those false pretenses, Plaintiff Curtis agreed to accompany Defendant Tolbert to Big Cedar Lodge.
17. Defendant Tolbert booked the flight, reserved the rooms and handled all logistics for the Big Cedar Lodge trip.
18. Plaintiff Curtis discovered that Defendant Tolbert, instead of booking separate rooms for he and Plaintiff Curtis, instead booked one room with one bed.
19. Plaintiff Curtis decided to attempt to control the situation despite her unease and agreed to accompany Defendant Tolbert to dinner.
20. At dinner, Defendant Tolbert purchased a bottle of wine, however, Plaintiff Curtis did not drink any of the wine given her obvious discomfort with the situation.
21. Upon their arrival back to the room booked by Defendant Tolbert, Defendant Tolbert undressed to his boxer briefs, sat down in one of the two chairs at the end of the bed and pulled Plaintiff Curtis by her arm into his lap.
22. Plaintiff Curtis immediately pushed away from Defendant Tolbert and informed him “this is not happening. I can't believe you are trying this; you are married.”
23. Defendant Tolbert became very emotional and revealed personal and intimate details of his married life to Plaintiff Curtis.
24. The next morning Plaintiff Curtis demanded that Defendant Tolbert change their reservations and flight which he did, and they flew home the same day.

25. Upon their return to Alabama, Plaintiff Curtis immediately went to work on the Smith Lake Project and in doing so necessarily neglected her real estate business Lake League because of the promises and inducements made to her by Defendant Tolbert.
26. Plaintiff Curtis began scouting thousands of acres of property for the proposed hotel that will become part of the Smith Lake Project.
27. During this period of time, Defendant Tolbert had not incorporated Smith Lake LLC and he and Plaintiff Curtis operated as general partners.
28. While Plaintiff Curtis worked on the Smith Lake Project, Defendant Tolbert continued his personal pursuit of Plaintiff Curtis.
29. For example, Defendant Tolbert would send Plaintiff Curtis unsolicited pictures, and find reasons that he and Plaintiff Curtis needed to “meet in person” to discuss the Smith Lake Project.
30. Defendant Tolbert instructed Plaintiff Curtis to have business cards made that identified her as the “Senior Vice President” of the Smith Lake Project.
31. Plaintiff Curtis continued to work on the Smith Lake Project and while doing so was held out by Defendant Tolbert as a partner in the Smith Lake Project to the public.
32. Defendant Tolbert regularly and routinely told Plaintiff Curtis that he and she would jointly build the Smith Lake Project.
33. Prior to the formation of Smith Lake Resort, LLC., Plaintiff Curtis attended numerous meetings with community leaders and residents to further the interest of Defendant Tolbert and the Smith Lake Project.
34. Prior to the formation of Smith Lake Resort LLC., Plaintiff Curtis attended meetings with land planners in furtherance of the Smith Lake Project.

35. Prior to the formation of Smith Lake Resort, LLC., Plaintiff Curtis participated in meetings with potential investors in furtherance of the Smith Lake Project.
36. On December 7, 2023, Defendant Tolbert formed Smith Lake Resort LLC..
37. Before and after the formation of Defendant Smith Lake., Defendant Tolbert made false and misleading statements to Plaintiff Curtis concerning the existence of a partnership between she and Defendant Tolbert that caused her to take actions, she would have otherwise not taken.
38. During this time, Defendant Tolbert manipulated Plaintiff Curtis emotionally in order to keep her working for the benefit of the Smith Lake Project partnership, as well as his own selfish interest.
39. For example, Defendant Tolbert insisted on hosting a birthday party for Plaintiff Curtis at Defendant Trident Marina, owned by Defendant Tolbert.
40. During this event, because Plaintiff Curtis did not ask Defendant Tolbert to sit at her table, Defendant Tolbert refused to speak with Plaintiff Curtis for a two-day period about the Smith Lake Project.
41. Plaintiff Curtis worked numerous hours helping in the design and finish the construction of one of the houses on the hotel site.
42. Plaintiff Curtis spent her own money for supplies for the Smith Lake Project.
43. Plaintiff Curtis allowed her own money to be used for earnest monies used by the Smith Lake Project.
44. While Plaintiff Curtis attempted to fulfill her role with the Smith Lake Project partnership, Defendant Tolbert became more and more unbalanced as it related to Plaintiff Curtis.
45. For example, Defendant Tolbert became extremely physical with Plaintiff Curtis and on occasions would grab Plaintiff Curtis at the waist and attempt to embrace her.

46. Because Plaintiff Curtis by this point had invested so heavily in the Smith Lake Project from a time and monetary standpoint, Plaintiff Curtis felt trapped and powerless regarding Defendant Tolbert's unwanted advances.

47. On one occasion, in public, in front of other persons, Defendant Tolbert, using only his mouth, grabbed a piece of watermelon from Plaintiff Curtis's hand.

48. Despite being married, Defendant Tolbert began professing his love for Plaintiff Curtis to members of the general public.

49. Plaintiff Curtis pleaded with Defendant Tolbert to stop these actions, but he refused.

50. As a result of Defendant Tolbert's actions, Plaintiff Curtis's real estate business suffered financially as her real estate agents began leaving her employ.

51. At the end of January 2024, Plaintiff Curtis's real estate broker left her employ because of the actions of Defendant Tolbert.

52. Plaintiff Curtis eventually started staying at another location, further away from Defendant Tolbert because if she were home, Defendant Tolbert invented supposed business reasons to stop by her home.

53. Defendant Tolbert routinely informed Plaintiff Curtis that as a result of their partnership, she would make at over \$10,000,000.00 on the Smith Lake Project.

54. Because of those statements made to Plaintiff Curtis by Defendant Tolbert, Plaintiff Curtis began stepping away from her established real estate business to focus more time on the Smith Lake Project.

55. While Plaintiff Curtis was operating and acting on the statements made by Defendant Tolbert, Defendant Tolbert informed Plaintiff Curtis that if she did not reciprocate the personal feelings, he had for her, he could not be around her.

56. Plaintiff Curtis repeated rebuffed Defendant Tolbert's advances.

57. Defendant Tolbert learned that Plaintiff Curtis had the audacity of all things to go on a date with an individual of the opposite sex.

58. In response, Defendant Tolbert, on Defendant Smith Lake letterhead, sent Plaintiff Curtis a letter purporting to end their partnership relationship.

59. Hence, this lawsuit.

COUNT ONE
Assault
(As to Defendant Tolbert)

60. Plaintiff Curtis further alleges:

61. On numerous occasions, Defendant Tolbert placed Plaintiff Curtis in fear of being touched by Defendant Tolbert without her consent.

62. Each time, Defendant Tolbert caused apprehension and fear in Plaintiff Curtis that he would touch her person.

63. The fear of unwanted touching of Plaintiff Curtis by Defendant Tolbert caused and causes Plaintiff Curtis to suffer emotional distress and mental anguish.

WHEREFORE, PREMISES CONSIDERED, Plaintiff Curtis demands judgment against Defendant Tolbert for this Count One. Plaintiff Curtis requests compensatory and punitive damages in an amount to be determined by a struck jury. Plaintiff Curtis also requests the award of all cost and attorney's fees incurred in bringing this action.

COUNT TWO
Fraud – Misrepresentation
(As to Defendant Tolbert, Defendant Smith Lake and Defendant Trident Marina)

64. Plaintiff Curtis further alleges:

65. Defendant Tolbert is liable to Plaintiff Curtis for the misrepresentation of material face.

66. Specifically, Defendant Tolbert misrepresented to Plaintiff Curtis that she was a partner in the Smith Lake Project.

67. Indeed, Defendant Tolbert misrepresented to Plaintiff Curtis that she would receive millions of dollars for her work on the Smith Lake Project.

68. These misrepresentations made by Defendant Tolbert to Plaintiff Curtis were untrue.

69. Defendant Tolbert knew at the time he made these representations to Plaintiff Curtis that the representations were not true.

70. Alternatively, Defendant Tolbert made the representations regarding Plaintiff Curtis's earning potential from the Smith Lake Project with a reckless disregard for the truthfulness of the statements.

71. At the time Defendant Tolbert made the false and misleading statements after the formation of Defendant Smith Lake to Plaintiff Curtis, Defendant Tolbert was acting with the apparent agency authority of Defendant Smith Lake.

72. Defendant Trident Marina is liable for the acts of Defendant Smith Lake because Defendant Trident Marina is but an alter ego of Defendant Smith Lake.

73. As a result of Defendant Tolbert's misrepresentations, Plaintiff Curtis as incurred damages in the forms of lost earnings, emotional distress, and mental anguish.

WHEREFORE, PREMISES CONSIDERED, Plaintiff Curtis seeks judgment against Defendant Tolbert, Defendant Smith Lake and Defendant Trident Marina for this Count Two. Plaintiff Curtis demands damages both compensatory and punitive in nature in an amount to be determined by a struck jury. Plaintiff Curtis also requests the award of all cost and attorney's fees incurred in bringing this action.

COUNT THREE
Deceit
(As To Defendant Tolbert)

74. Plaintiff Curtis further alleges:
75. Defendant Tolbert is liable to Plaintiff Curtis for deceit.
76. Defendant Tolbert used false and deceptive statements to deceive Plaintiff Tolbert into investing time and money into the Smith Lake Project.
77. Defendant Tolbert deceptively portrayed to Plaintiff Curtis that she was a partner in the Smith Lake Project.
78. Defendant Tolbert deceived Plaintiff Curtis into devoting numerous hours of sweat equity into the Smith Lake Project.
79. Defendant Tolbert deceived Plaintiff Curtis in order to hide his true aims and motives which was the pursuit of a romantic relationship with Plaintiff Curtis.
80. Defendant Tolbert's deceit caused Plaintiff Curtis to suffer injury in the forms of emotional distress, lost income, mental anguish, and lost earnings.

WHEREFORE, PREMISES CONSIDERED, Plaintiff Curtis demands judgment against Defendant Tolbert for this Count Three. Plaintiff Curtis demands damages both compensatory and punitive in nature in an amount to be determined by a struck jury. Plaintiff Curtis also requests the award of all cost and attorney's fees incurred in bringing this action.

COUNT FOUR
Breach of Partnership Agreement
(As to Defendant Tolbert, Defendant Smith Lake and Defendant Trident Marina)

81. Plaintiff Curtis further alleges:
82. Plaintiff Curtis and Defendant Tolbert entered into a verbal partnership agreement which had the aims and purpose of developing the Smith Lake Project.

83. Under the partnership agreement entered into between Plaintiff Curtis and Defendant Tolbert, Plaintiff Curtis was to receive a share of the profits generated by the Smith Lake Project.

84. Under the partnership agreement entered into between Plaintiff Curtis and Defendant Tolbert, Plaintiff Curtis had and has certain rights as a partner that have been violated by Defendant Tolbert.

85. The existence of the partnership between Plaintiff Curtis and Defendant Tolbert was known to the general public because Defendant Tolbert held Plaintiff Curtis out as a general partner to members of the general public.

86. Under the terms of the partnership agreement, Defendant Tolbert and Plaintiff Curtis carried on the business of the partnership by among other things meeting with investors, meeting with landowners for the purchase of land, investing in the partnership and sharing profits.

87. Plaintiff Curtis participated in these activities to further the aims of the partnership despite the fact her original role in the general partnership was supposed to be the handling of real estate transactions.

88. Plaintiff Curtis shared in the profits and losses of Defendant Smith Lake prior to being excluded by Defendant Tolbert and invested in the same.

89. Defendant Tolbert breached the partnership agreement by forming Smith Lake Resort LLC., becoming the registered agent of Smith Lake Resort LLC., and making himself not only the sole member of Defendant Smith Lake, but also the “managing member”.

90. After forming Smith Lake Resort LLC., Defendant Tolbert acting with the apparent authority of Defendant Smith Lake attempted to “fire” Plaintiff Curtis by sending her a letter stating that her services were no longer needed.

91. Defendant Trident Marina is liable for the acts of Defendant Smith Lake because Defendant Trident Marina is but an alter ego of Defendant Smith Lake.

92. Defendant Tolbert knowingly breached the partnership agreement that he and Plaintiff Curtis originally entered into before the formation of Defendant Smith Lake.

WHEREFORE, PREMISES CONSIDERED, Plaintiff Curtis demands judgment against Defendant Tolbert, Defendant Smith Lake and Defendant Trident Marina for this Count Four. Plaintiff Curtis further demands damages in an amount to be determined by a struck jury. Plaintiff Curtis also requests the award of all cost and attorney's fees incurred in bringing this action.

COUNT FIVE
Battery
(As to Defendant Tolbert)

93. Plaintiff Curtis further alleges:

94. Defendant Tolbert is liable to Plaintiff Curtis for the civil tort of battery.

95. On multiple occasion, beginning in September of 2023, both in private, and in the presence of multiple witnesses, Defendant Tolbert committed the act of the unwanted touching of Plaintiff Curtis's person.

96. As a result of Defendant Tolbert's multiple instance of battery upon the person of Plaintiff Curtis, Plaintiff Curtis was made to suffer injuries in the forms of emotional distress and mental anguish.

WHEREFORE, PREMISES CONSIDERED, Plaintiff Curtis demands judgment against Defendant Tolbert and damages in an amount to be determined by a struck jury. Plaintiff Curtis also requests the award of all cost and attorney's fees incurred in bringing this action.

COUNT SIX
Intentional Infliction of Emotional Distress
(As to Defendant Tolbert)

97. Plaintiff Curtis further alleges:

98. Defendant Tolbert is liable to Plaintiff Curtis for the intentional infliction of emotional distress.

99. Defendant Tolbert has intentionally inflicted emotional distress upon Plaintiff Curtis by demanding that she enter into a romantic relationship with him or else forgo her rights under the aforementioned general partnership.

100. Defendant Tolbert intentionally damaged Plaintiff Curtis's reputation in the community by implying to various members of the community that he and Plaintiff Curtis would be in a romantic relationship despite the fact that Defendant Tolbert remains married and despite the fact the Plaintiff Curtis had no interest in Defendant Tolbert other than the business relationship of the general partnership.

101. Defendant Tolbert intentionally damaged Plaintiff Curtis's reputation in the community by implying to various members of the community that he and Plaintiff Curtis were in a romantic relationship despite the fact that Defendant Tolbert remains married and despite the fact the Plaintiff Curtis had no interest in Defendant Tolbert other than the business relationship of the general partnership.

102. Defendant Tolbert inflicted emotional distress upon Plaintiff Curtis when his statements and actions caused Plaintiff Curtis to lose her standing and reputation in the real estate community and the community in general.

103. As a result of Defendant Tolbert's action, Plaintiff Curtis suffered and continues to suffer emotional and financial harm.

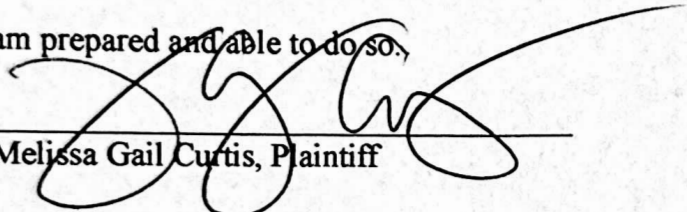
WHEREFORE, PREMISES CONSIDERED Plaintiff Curtis demands judgment against Defendant Tolbert for this Count Six and seeks damages both compensatory and punitive in nature in amounts to be determined by a struck jury.

JURY DEMAND

104. Plaintiff Curtis demands a trial by struck jury on all issues of fact.

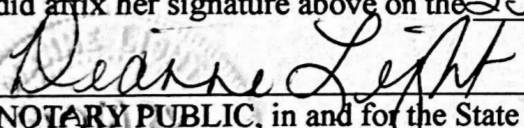
VERIFICATION

I hereby certify, swear and affirm that the foregoing allegations are true, accurate and correct. I certify that if called to provide testimony to support the allegations contained herein, I am prepared and able to do so.



Melissa Gail Curtis, Plaintiff

BEFORE ME, a Notary Public, in and for the State of Alabama did appear Melissa Gail Curtis, a person known or made known to me, and after being apprised of the contents of this document did affix her signature above on the 30th day of December 2024.



NOTARY PUBLIC, in and for the State of Alabama

My commission expires: 8/11/28

Respectfully submitted,

s/ H. Gregory Harp
H. Gregory Harp (HAR299)
GREGORY HARP LLC
810 Watterson Curve
Trussville, Alabama 35173
205.291.0088
gh@gregoryharplaw.com