

Paragraph 11: Defendants deny committing tortious acts against Plaintiff but consent to the venue of this Court.

FACTUAL ALLEGATIONS

Paragraphs 12-17: Defendants deny the allegations of these paragraphs and provide the following clarification of facts:

On September 18, 2023, Jeffrey T. Tolbert (“Mr. Tolbert”) and Melissa Gail Curtis (“Curtis”) did have a lunch meeting at Urban Cookhouse in Cullman, Alabama. During this meeting, Mr. Tolbert discussed his plan for the development and construction for a Lake and Golf Resort on Smith Lake. Included in this conversation, was mention of the opportunities of the sale of real property and potential real estate commissions associated therewith. Mr. Tolbert assumed that since Curtis is a real estate agent, she understood that commissions are only available when sales are funded and closed. There was no discussion, promise or guarantee of any real estate commissions. Any discussions of potential commission amounts would have only been speculative and an opinion.

During this meeting, Mr. Tolbert mentioned his plans to visit Big Cedar Lodge in Missouri, which is a resort that had features similar to those Mr. Tolbert envisioned for a potential resort at Smith Lake. Curtis expressed her interest in being involved with Mr. Tolbert’s planned resort, specifically from a real estate sales perspective and asked Mr. Tolbert if she could accompany him on his visit to Big Cedar Lodge.

On September 25, 2023, Mr. Tolbert and Curtis had a second lunch meeting at Carlton’s restaurant in Cullman, Alabama. During this meeting, details of travel plans to Big Cedar Lodge were discussed. Those details included the two departing for Missouri on October 1, 2023 and returning to Alabama on October 3, 2023. Between the September 25, 2023 lunch and the October

1, 2023, departure Mr. Tolbert and Curtis had frequent communications about the trip. In fact, Curtis sent Mr. Tolbert a text message including her frequent flyer information to be utilized by Mr. Tolbert when purchasing the flight for Curtis. (A copy of text messages between Curtis and Mr. Tolbert between September 18, 2023 and September 25, 2023, including the text message from Curtis with her frequent flyer information are attached as Exhibit 1). At no time did Curtis express any concerns to Mr. Tolbert about the travel or lodging plans that were being discussed.

Paragraph 18: Defendants deny the allegations of this paragraph. Upon arrival at Big Cedar Lodge on October 1, 2023, Curtis never expressed any concern to Mr. Tolbert regarding lodging arrangements. Curtis never requested or paid for her own room at Big Cedar Lodge once she learned only one room had been purchased. After knowing and consenting to the lodging arrangements, Mr. Tolbert and Curtis had dinner the evening of October 1, 2023 at a restaurant within the Big Cedar Lodge resort. During dinner, the two discussed the campus of Big Cedar Lodge and Curtis's interest in visiting the spa at Big Cedar Lodge on October 2, 2023. Curtis also mentioned she wanted to enjoy the hot tub but said she didn't have a bathing suit. Mr. Tolbert and Curtis then discussed traveling to Branson, Missouri on October 2, 2023 so Mr. Tolbert could purchase a bathing suit for Curtis.

Paragraph 19: Defendants deny Curtis showed or expressed any unease about the lodging arrangements or anything else while on the trip to Missouri.

Paragraph 20: Defendants deny Curtis ever expressed or showed any discomfort. In fact, Curtis's discussions of plans for the rest of the visit to Missouri directly contradict Curtis's assertion.

Paragraph 21: Defendants deny the allegations of this paragraph. After returning to the room the evening of October 1, 2023, there was no assault or sexual contact of any kind, nor has there ever been any sexual contact or assault by Mr. Tolbert toward Curtis.

Paragraph 22: Defendants deny the allegations of this paragraph. Mr. Tolbert was never “pushed away” by Curtis. Curtis never “reprimanded” Mr. Tolbert as is described in this paragraph. Despite the alleged conduct by Mr. Tolbert, Curtis still made no request for nor purchased her own room.

Paragraph 23: Defendants deny the allegations of this paragraph.

Paragraph 24: Defendants deny the allegations of this paragraph. Curtis never demanded flight reservations be changed and Mr. Tolbert and Curtis did not leave Missouri on October 2, 2023. In fact, on October 2, 2023, at 9:15am Plaintiff Curtis sent a text message to Mr. Tolbert- “Massage is scheduled at 4:30” (A copy of Curtis’s October 2, 2023 text message chain is attached as Exhibit 2). On October 2, 2023, Mr. Tolbert and Curtis traveled to Branson Missouri where Mr. Tolbert purchased Curtis a bathing suit for her spa visit. (A copy showing proof of charge for the October 2, 2023 charge for the bathing suit is attached as Exhibit 3). On October 2, 2023, at 3:26pm, Curtis sent a text message to Defendant Tolbert stating- “Day pass- Hot tub sauna and steam room. \$80 day pass, closes at 6”. (A copy of the spa charge is attached as Exhibit 4). Later that evening Mr. Tolbert and Curtis once again had dinner at Osage Restaurant. (A copy of the proof of charge for the restaurant is attached as Exhibit 5). Mr. Tolbert and Curtis returned from Missouri to Alabama on October 3, 2023. (A copy of the flight schedule confirming the October 3, 2023 return flight is attached as Exhibit 6).

Paragraph 25: Defendants deny the allegations of this paragraph. To the extent Curtis worked on any project with Defendants, she did so as an independent consultant or as an independent real

estate broker. Curtis also went “went to work” after she claims Mr. Tolbert made inappropriate sexual advances toward her. To the extent Curtis performed any work in her capacity as an independent consultant, she was fairly compensated. (A copy of the checks paid to Curtis in her independent consulting capacity are attached as Exhibit 7). To the extent Curtis was involved in any real estate transactions that actually closed, she received commissions. (A copy of a closing statement showing a real estate commission paid to Curtis is attached as Exhibit 8).

Paragraph 26: Defendants deny the allegations of this paragraph. To the extent Curtis “scouted properties” she did so as an independent real estate broker and for which she was or would have been compensated for sales she assisted in closing.

Paragraph 27: Defendants deny the allegations of this paragraph. There was never any partnership agreement between Curtis and any Defendant. At all relevant times, Curtis was operating as an independent consultant on any matters that did not involve real estate transactions or as an independent real estate broker. There was never a contractual relationship between Curtis and any Defendant.

Paragraph 28: Defendants deny the allegations of this paragraph. Curtis actively participated in the non-sexual relationship with Mr. Tolbert for her own financial gain. To the extent Curtis performed any services for Defendants that were outside of her capacity as an independent real estate broker, she was fairly compensated. (Exhibit 7)

Paragraph 29: Defendants deny the allegations of this paragraph. Between September 2023 and October 2024, Curtis sent hundreds of text messages to Mr. Tolbert that were personal in nature. Curtis never complained to Mr. Tolbert about any communication between the two. Curtis never complained of any “in person” meeting with Mr. Tolbert. Curtis invited and participated in meetings with Mr. Tolbert, especially if Curtis thought there was a monetary gain she could realize.

Paragraph 30: Defendants deny the allegations of this paragraph. On June 6, 2024, Curtis designed and ordered business cards for herself and Mr. Tolbert. Curtis chose herself to incorporate “Senior Vice President” on the cards she ordered for herself. Mr. Tolbert has never even seen the business cards Curtis ordered for herself. Curtis never entered any contract of employment or partnership with any Defendant.

Paragraph 31: Defendants deny the allegations of this paragraph. There was never any partnership agreement between any Defendant and Curtis. To the extent Curtis ever performed consulting services on the Smith Lake Project, she was fully compensated for those services. (Exhibit 7). Curtis also received commissions on real estate transactions that were founded and closed. (Exhibit 8).

Paragraph 32: Defendants deny the allegations of this paragraph. Curtis was given the opportunity to serve as an independent consultant and an independent real estate broker. Curtis is not qualified or capable of “building the Smith Lake Project” and was never given that responsibility nor was it discussed.

Paragraph 33: Defendants deny the allegations of this paragraph. Any meetings as are described in this paragraph that Curtis attended, she did so only in her capacity as an independent consultant or as an independent real estate broker. Curtis’s attendance at meetings was to increase her visibility as a real estate broker for her own financial gain.

Paragraph 34: Defendants deny the allegations of this paragraph. Any meetings as are described in this paragraph that Curtis attended, she did so only in her capacity as an independent consultant or as an independent real estate broker. Curtis’s attendance at meetings was to increase her visibility as a real estate broker for her own financial gain.

Paragraph 35: Defendants deny the allegations of this paragraph. Any meetings as are described in this paragraph that Curtis attended, she did so only in her capacity as an independent consultant or as an independent real estate broker. Curtis's attendance at meetings was to increase her visibility as a real estate broker for her own financial gain.

Paragraph 36: Defendants admit that Smith Lake Resort, LLC was formed as a single member LLC by Mr. Tolbert. Mr. Tolbert is the sole member of Smith Lake Resort, LLC. Curtis has no ownership interest in Smith Lake Resort, LLC.

Paragraph 37: Defendants deny the allegations of this paragraph. There was never any partnership agreement between Curtis and any Defendant.

Paragraph 38: Defendants deny the allegations of this paragraph. Throughout the entire time of the allegations in the Complaint, Curtis was sending text messages which confirm she was not being manipulated. In fact text messages sent by Curtis to one of her associates show that Curtis was the "manipulator" as Curtis referenced Mr. Tolbert as being "lonely and harmless". (A copy of a text message sent by Curtis is attached as Exhibit 9).

Paragraph 39: Defendants deny the allegations of this paragraph. Trident Marina is not owned by Mr. Tolbert. Mr. Tolbert did host a birthday party at Trident Marina for Curtis. Mr. Tolbert did not insist upon hosting the birthday party. The birthday party was more of an effort to showcase a new brunch menu at Trident Marina. Curtis welcomed the birthday party and never indicated any opposition to the party. In fact, Curtis celebrated and enjoyed her birthday party as is discussed in the next paragraph.

Paragraph 40: Defendants deny the allegations of this paragraph. On November 19, 2023, after the birthday party/brunch, Curtis sent a text message to Mr. Tolbert at 9:32 pm stating- "I just woke up- expected it to be 2am" followed by "I don't remember driving home I'm not a good

drinker”. The following day on November 20, 2023, at 8:26 am, Curtis sent a text message to Mr. Tolbert stating- “yesterday I was super drunk”. “I owe you and the entire staff at Trident an apology. Brunch was spectacular! It was nothing but constant chatter about the food. Thank you so much for making my day special”. (A copy of the November 19 and 20, 2023 text message communications is attached as Exhibit 10).

Paragraph 41: Defendants deny the allegations of this paragraph. Curtis has been compensated for any consulting work she performed for Defendants. (A copy of an August 12, 2024 text message confirming such a payment is attached as Exhibit 11; See also Exhibit 7).

Paragraph 42: Defendants deny the allegations of this paragraph. Curtis was issued a Smith Lake Resort, LLC debit card by Mr. Tolbert on May 24, 2024. Curtis refused to use the debit card and instead chose to use her personal card stating- “I want to use my card to build my frequent flyer miles”. Curtis was reimbursed all monies she spent. (Exhibits 7 and 11).

Paragraph 43: Defendants deny the allegations of this paragraph. Curtis refused to go by Mr. Tolbert’s office to pick up a check for earnest monies on a real estate transaction as she claimed she would be late for the meeting. Curtis was immediately reimbursed for the earnest money. (A copy of the check reimbursing Curtis \$25,000 in earnest money is contained in Exhibit 7).

Paragraph 44: Defendants deny the allegations of this paragraph. There was never any partnership agreement between any Defendant and Curtis. Further, Curtis never made any allegation of “unbalanced” behavior until Mr. Tolbert terminated her involvement with the Smith Lake Project in October 2024.

Paragraph 45: Defendants deny the allegations of this paragraph. There was never any partnership agreement between any Defendant and Curtis. Further, Curtis never made any

allegation of physical contact by Mr. Tolbert until Mr. Tolbert terminated Curtis's involvement with the Smith Lake Project in October 2024.

Paragraph 46: Defendants deny the allegations of this paragraph. Curtis never felt trapped and powerless by Mr. Tolbert as is clear from her messages to associates describing Mr. Tolbert as "harmless and lonely." (Exhibit 9)

Paragraph 47: Defendants deny the allegations of this paragraph.

Paragraph 48: Defendants deny the allegations of this paragraph.

Paragraph 49: Defendants deny the allegations of this paragraph.

Paragraph 50: Defendants deny the allegations of this paragraph. If any real estate agent left Curtis's business, it had nothing to do with Defendants' actions but was likely due to Curtis's erratic and unprofessional behavior.

Paragraph 51: Defendants deny the allegations of this paragraph. Defendants actions had nothing to do with any real estate broker leaving Curtis's employment.

Paragraph 52: Defendants deny the allegations of this paragraph.

Paragraph 53: Defendants deny the allegations of this paragraph. There was never any partnership agreement between any Defendant and Curtis. Curtis was at all times an independent consultant or an independent real estate broker. Curtis was compensated for her consulting work. (Exhibit 7). Curtis received commissions on real estate transactions she worked on that were funded and closed. (Exhibit 8). Any statements as to amount of potential commissions by Mr. Tolbert were nothing more than speculation and opinions.

Paragraph 54: Defendants deny the allegations of this paragraph.

Paragraph 55: Defendants deny the allegations of this paragraph.

Paragraph 56: Defendants deny the allegations of this paragraph. Mr. Tolbert never made any physical advances for Curtis to rebuff.

Paragraph 57: Defendants deny the allegations of this paragraph.

Paragraph 58: Defendants deny the allegations of this paragraph. On October 15, 2024, Mr. Tolbert sent a termination of services letter via E-mail to Curtis, Owner, Lake League Real Estate stating: “After careful consideration I have made the decision to move in a different direction with the resorts real estate and consulting services you have been providing”. Defendant Tolbert stated in the communication that he will honor his commitment to pay Curtis a 2.5% buyers commission on six (6) properties that Curtis was involved as an independent real estate broker, if and when the properties were funded and closed. (A copy of the October 15, 2024 letter is attached as Exhibit 12). Curtis was fairly compensated for all consulting services she performed and received commissions for real estate transactions that had been funded and closed. (Exhibits 7 and 8).

Paragraph 59: Defendants deny the allegations of this paragraph. Defendants agree that this lawsuit only came about after Curtis’s involvement in the Smith Lake Project was terminated. Curtis made no complaints or allegations of sexual assault or other wrongdoing while being handsomely compensated between October 2023 and October 2024. This lawsuit is a defamatory effort by Curtis to extort more money from Defendants.

COUNT ONE
Assault
(As to Defendant Tolbert)

Paragraph 60: Defendants adopt and incorporate all defenses previously set forth.

Paragraph 61: Mr. Tolbert denies the allegations of this paragraph.

Paragraph 62: Mr. Tolbert denies the allegations of this paragraph.

Paragraph 63: Mr. Tolbert denies the allegations of this paragraph.

COUNT TWO

Fraud-Misrepresentation

(As to Defendant Tolbert, Defendant Smith Lake and Defendant Trident Marina)

Paragraph 64: Defendants adopt and incorporate all defenses previously set forth.

Paragraph 65: Defendants deny the allegations of this paragraph.

Paragraph 66: Defendants deny the allegations of this paragraph.

Paragraph 67: Defendants deny the allegations of this paragraph.

Paragraph 68: Defendants deny the allegations of this paragraph.

Paragraph 69: Defendants deny the allegations of this paragraph.

Paragraph 70: Defendants deny the allegations of this paragraph.

Paragraph 71: Defendants deny the allegations of this paragraph.

Paragraph 72: Defendants deny the allegations of this paragraph.

Paragraph 73: Defendants deny the allegations of this paragraph.

COUNT THREE

Deceit

(As to Defendant Tolbert)

Paragraph 74: Defendants adopt and incorporate all defenses previously set forth.

Paragraph 75: Mr. Tolbert denies the allegations of this paragraph.

Paragraph 76: Mr. Tolbert denies the allegations of this paragraph.

Paragraph 77: Mr. Tolbert denies the allegations of this paragraph.

Paragraph 78: Mr. Tolbert denies the allegations of this paragraph.

Paragraph 79: Mr. Tolbert denies the allegations of this paragraph.

Paragraph 80: Mr. Tolbert denies the allegations of this paragraph.

COUNT FOUR

Breach of Partnership Agreement

(As to Defendant Tolbert, Defendant Smith Lake and Defendant Trident Marina)

Paragraph 81: Defendants adopt and incorporate all defenses previously set forth.

Paragraph 82: Defendants deny the allegations of this paragraph.

Paragraph 83: Defendants deny the allegations of this paragraph.

Paragraph 84: Defendants deny the allegations of this paragraph.

Paragraph 85: Defendants deny the allegations of this paragraph.

Paragraph 86: Defendants deny the allegations of this paragraph.

Paragraph 87: Defendants deny the allegations of this paragraph.

Paragraph 88: Defendants deny the allegations of this paragraph.

Paragraph 89: Defendants deny the allegations of this paragraph.

Paragraph 90: Defendants deny the allegations of this paragraph.

Paragraph 91: Defendants deny the allegations of this paragraph.

Paragraph 92: Defendants deny the allegations of this paragraph.

COUNT FIVE

Battery

(As to Defendant Tolbert)

Paragraph 93: Defendants adopt and incorporate all defenses previously set forth.

Paragraph 94: Mr. Tolbert denies the allegations of this paragraph.

Paragraph 95: Mr. Tolbert denies the allegations of this paragraph.

Paragraph 96: Mr. Tolbert denies the allegations of this paragraph.

COUNT SIX

Intentional Infliction of Emotional Distress

(As to Defendant Tolbert)

Paragraph 97: Defendants adopt and incorporate all defenses previously set forth.

Paragraph 98: Mr. Tolbert denies the allegations of this paragraph.

Paragraph 99: Mr. Tolbert denies the allegations of this paragraph.

Paragraph 100: Mr. Tolbert denies the allegations of this paragraph.

Paragraph 101: Mr. Tolbert denies the allegations of this paragraph.

Paragraph 102: Mr. Tolbert denies the allegations of this paragraph.

Paragraph 103: Mr. Tolbert denies the allegations of this paragraph.

JURY DEMAND

Paragraph 104: Defendants agree to a trial by jury.

Defendants assert the following affirmative and additional defenses:

FIRST DEFENSE

The Complaint fails to state a claim against Defendants for which relief can be granted.

SECOND DEFENSE

Defendants deny all allegations contained in the Complaint and demand strict proof thereof.

THIRD DEFENSE

Tolbert denies committing any assault.

FOURTH DEFENSE

Tolbert denies committing any battery.

FIFTH DEFENSE

Tolbert denies committing any deceitful conduct.

SIXTH DEFENSE

Defendants deny the existence of a partnership agreement with Curtis.

SEVENTH DEFENSE

Defendants deny the existence of a contractual relationship with Curtis or breaching any contractual relationship with Curtis.

EIGHTH DEFENSE

Defendants deny misrepresenting any facts to Curtis.

NINTH DEFENSE

Defendants deny Curtis relied on any representations by defendants to her detriment.

TENTH DEFENSE

Defendants plead the defenses of unclean hands.

ELEVENTH DEFENSE

Defendants plead the defenses of justification, estoppel and consent.

TWELTH DEFENSE

Defendants assert that any alleged contract between the parties would violate Statute of Frauds.

THIRTEENTH DEFENSE

Defendants assert that plaintiff's own conduct caused any alleged damages she sustained.

FOURTEENTH DEFENSE

1. Curtis's claim of punitive damages violates the Fourth, Fifth, Sixth, and Fourteenth Amendments of the Constitution of the United States, and Article I Section 6 of the Constitution of Alabama, on the following grounds:

(a) It is violation of the Due Process and Equal Protection Clauses of the Fourteenth Amendment of the United States Constitution to impose punitive damages, which are penal in nature, against a civil defendant upon the plaintiff's satisfying a burden of proof which is less than the "beyond a reasonable doubt" burden of proof required in criminal cases;

(b) The procedures pursuant to which punitive damages are awarded may result in the award of joint and several judgments against multiple defendants for different alleged acts of

wrongdoing, which infringes the Due Process and Equal Protection Clauses of the Fourteenth Amendment of the United States Constitution;

(c) The procedures pursuant to which punitive damages are awarded fail to provide a reasonable limit on the amount of the award against defendant, which thereby violates the Due Process and Equal Protection Clauses of the Fourteenth Amendment of the United States Constitution;

(d) The procedures pursuant to which punitive damages are awarded fail to provide specific standards, or provides vague or insufficient standards, for the amount of the award of punitive damages which thereby violates the Due Process Clause of the Fourteenth Amendment of the United States Constitution;

(e) The procedures pursuant to which punitive damages are awarded result in the imposition of different penalties for the same or similar acts and, thus, violate the Equal Protection Clause of the Fourteenth Amendment of the United States Constitution;

(f) The procedures pursuant to which punitive damages are awarded permit the imposition of punitive damages in excess of the maximum criminal fine for the same or similar conduct, which thereby infringes the Due Process Clause of the Fifth and Fourteenth Amendments and the Equal Protection Clause of the Fourteenth Amendment of the United States Constitution;

(g) The procedures pursuant to which punitive damages are awarded fail to require that an award of punitive damages be proportion, or bear a reasonable relationship, to the actual harm incurred.

(h) The procedures pursuant to which punitive damages are awarded fail to provide mitigating factors for the jury's consideration in awarding punitive damages.

2. Curtis's claim of punitive damages violates the due process clause of Article I, Section 6 of the Constitution of Alabama on the following grounds:

(a) It is a violation of the due process clause to impose punitive damages, which are penal in nature, upon a civil defendant upon the plaintiff's satisfying a burden of proof less than the "beyond a reasonable doubt" burden of proof required in criminal cases;

(b) The procedures pursuant to which punitive damages are awarded fail to provide a limit on the amount of the award against the defendant;

(c) The procedures pursuant to which punitive damages are awarded are unconstitutionally vague;

(d) The procedures pursuant to which punitive damages are awarded fail to provide specific standards for the amount of the award of punitive damages; and

(e) The award of the punitive damages in this case constitutes a deprivation of property without due process of law.

3. Curtis's attempt to impose punitive or extracontractual damages on this defendant, on the basis of vicarious liability for the conduct by others, violates the Fifth, Eighth, and Fourteenth Amendments of the United States Constitution and Article I, Section 6 of the Alabama Constitution.

4. The award of punitive damages to Curtis in this action would constitute a deprivation of property without due process of law required under the Fifth and Fourteenth Amendments of the United States Constitution and Article I, Section 6 of the Alabama Constitution.

5. The award of punitive damages against Defendants in this action would violate the prohibition against laws that impair the obligations of contracts in violation of Article I, Section 22 of the Constitution of Alabama.

6. The procedures pursuant to which punitive damages are awarded permit the imposition of punitive damages in excess of the amount established by the legislature under Ala. Code section 27-1-17 (1975), in violation of the Due Process Clause of the Fifth and Fourteenth Amendments of the U.S. Constitution and Article I, Section 6, of the Alabama Constitution.

COUNTERCLAIM

Defendants assert the following Counterclaim against Curtis:

FACTS

1. Defendants adopt and incorporate all defenses and statements of fact. Defendants provided in response to the allegations contained in the Complaint as if fully set forth herein.

2. Defendants assert that the Complaint asserted by Curtis is brought with malice and with knowledge the allegations contained in the Complaint are false.

3. Curtis has made and/or written libelous, slanderous, and defamatory statements about Defendants knowing the statements were false and made the statements with malice with the intent to harm Defendants and Defendants' reputation in the community.

4. Curtis has contacted and interfered with third-parties that have ongoing business and contractual relationships with Defendants with the intent of causing those relationships or contracts to be damaged or terminated.

COUNT ONE

DEFAMATION/LIBEL/SLANDER

5. Defendants adopt all statements, defenses, and allegations contained in this Answer and Counterclaim as if fully set forth herein.

6. Curtis has made written or oral false, defamatory, libelous and slanderous statements against Defendants.

7. The false, defamatory, libelous and slanderous statements including, but not limited to the allegations in the Complaint, were made by Curtis with malice and with the intent to cause harm to Defendants.

8. The malicious conduct by Curtis by knowingly filing the frivolous and false Complaint and making other statements to third parties that are false (such as those contained in the Complaint) have caused damage to Defendants.

WHEREFORE, Defendants request judgment against Curtis and request compensatory and punitive damages in an amount to be determined by struck jury. Defendants also request all costs and attorneys' fees associated with defending the allegations in the Complaint and in pursuing the claims in this Counterclaim.

COUNT TWO

INTENTIONAL INTERFERENCE WITH BUSINESS AND CONTRACTUAL RELATIONSHIPS

9. Defendants adopt and incorporate all defenses and statements Defendants provided in response to the allegations contained in the Complaint as if fully set forth herein.

10. Curtis has contacted third-parties which Defendants have ongoing business and contractual relationships.

11. Curtis has made false, defamatory, libelous and slanderous statements to third-parties which Defendants have business and contractual relationships with the intent to harm or cause termination of those relationships.

12. Curtis's conduct has damaged and interfered the business relationships and contracts of Defendants and third-parties.

WHEREFORE PREMISES CONSIDERED, Defendants request judgment against Curtis and request compensatory and punitive damages in an amount to be determined by struck jury.

Defendants also request all costs and attorneys' fees associated with defense of the allegations in the Complaint and in pursuing the claims asserted in this Counterclaim.

/s/ Daniel S. Wolter
Daniel S. Wolter
Attorney for Jeffrey T. Tolbert, Smith Lake
Resort, LLC and Trident Marina, LLC

OF COUNSEL:
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(205) 983-6440 Telephone
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CERTIFICATE OF SERVICE

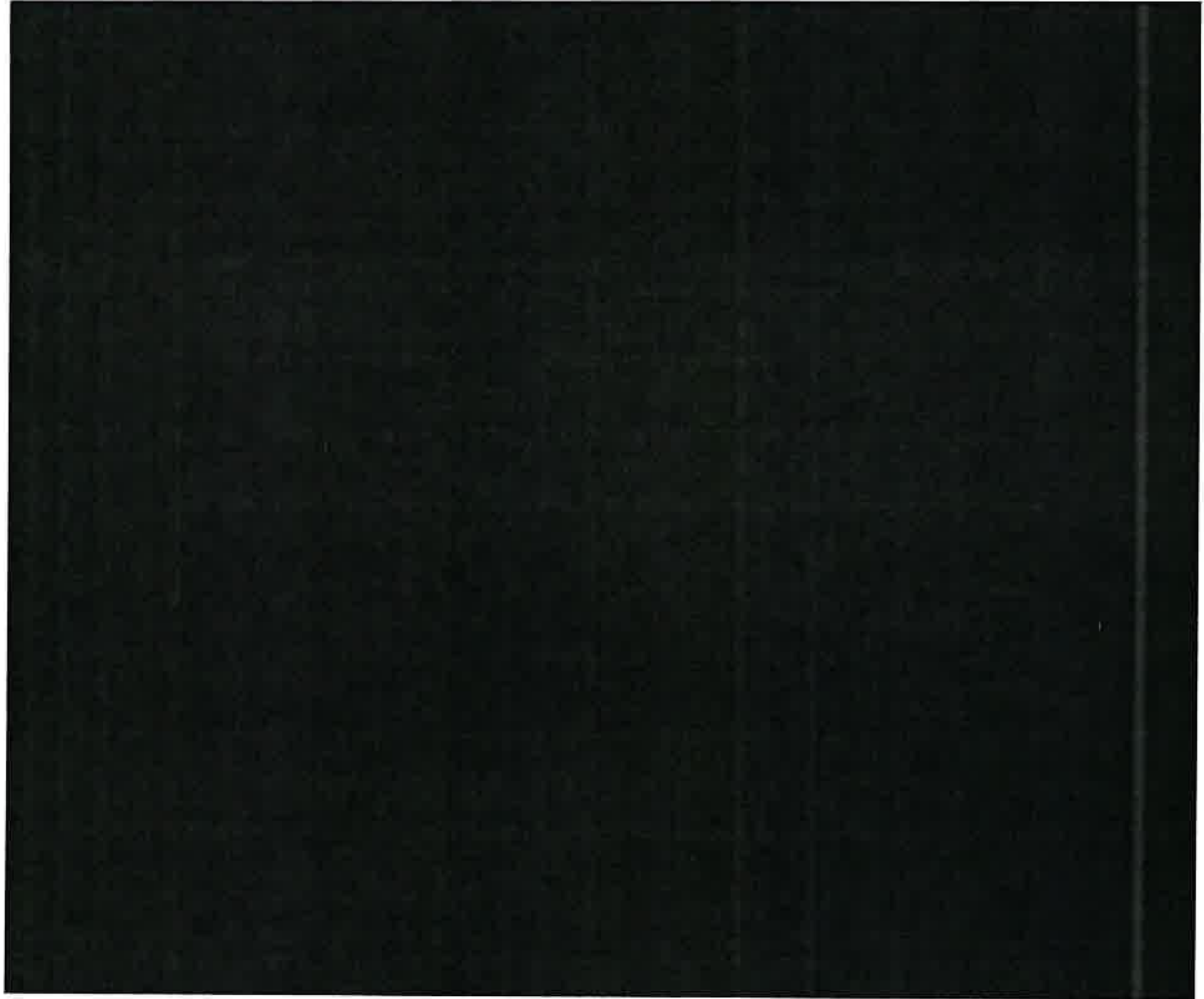
I hereby certify that a true and correct copy of the foregoing has been served via electronic mail upon the following counsel of record on this the ____ day of _____, 2025.

H. Gregory Harp
Gregory Harp, LLC
810 Watterson Curve
Trussville, Alabama 35173

/s/ Daniel S. Wolter
Of Counsel

Exhibit 1

Messages - Melissa Curtis



5/18/2023 10:16:21 AM

I'm finishing up with my meetings early today if you get to town before 12

See you at 11:45

Loved "See you at 11:45"

I just left the marina. I can actually be there at 11:30 if that works?

Perfect! See you at 11:30

Loved "Perfect! See you at 11:30"

5/18/2023 11:47 PM

I enjoyed seeing you today!

5/18/2023 11:50 PM

Loved "I enjoyed seeing you today!"

Always a joy to see you

Want took up the lodge, what's the name again?

Messages - Melissa Curtis

Go to YouTube. Big Cedar Lodge Resort Highlights

You will be blown away!!

9/21/2023 7:43:43 AM



Call me when you get a moment, I got a question for you.

9/21/2023 7:38:58 PM

Hope you got to Gallinburg safe. Have a fun weekend!

Just getting into town 😊

9/23/2023 3:55:01 PM

Having fun?

9/25/2023 8:25:42 AM

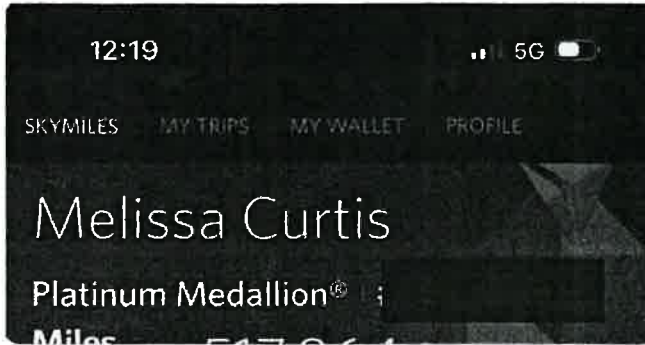
Good morning, how does 1145 at Carlton's look for you?

Good morning! I can make that work 😊

See you soon!



9/25/2023 12:19:54 PM



9/26/2023 11:54:48 AM



Exhibit 2

Message: Michelle Curtis



10/2/2020 9:15:48 AM

Massage is scheduled at 4:30

Perfect 🍻

10/2/2020 3:26:00 PM

Day pass
Hot tub sauna and steam room. \$80 day pass, closes at 6

Or my way

10/3/2020 8:56:03 AM



10/3/2020 12:09:01 PM

LandGlide

<https://apps.apple.com/us/app/landglide/id560902465>

Exhibit 3

1/6/25, 5:28 PM

American Express - Search Activity



ACCOUNT ENDING - 44969

Platinum Card®

CARD MEMBER

JEFFREY TOLBERT

DATE	DESCRIPTION	AMOUNT
Oct 2, 2023	TARGET 1200 BRANSON HLS PKWY BRANSON MO 65616 (417) 243-4500 http://www.target.com	\$31.91
	TARGET BRANSON MO Will appear on your Oct 8, 2023 statement as TARGET BRANSON MO	
	CARD JEFFREY TOLBERT	
	MEMBERSHIP REWARDS POINTS 1X on Other purchases	32
	ADDITIONAL INFORMATION <div style="background-color: black; width: 100px; height: 15px;"></div>	

Exhibit 4

1/6/25, 5:30 PM

American Express - Search Activity



ACCOUNT ENDING - 41996

CARD MEMBER

Platinum Card®

JEFFREY TOLBERT

DATE	DESCRIPTION	AMOUNT
Oct 2, 2023	BIG CEDAR LODGE 612 DEVILS POOL RD RIDGEDALE MO 65739-9730 (800) 225-6343 http://www.big-cedar.com	\$414.00
	BIG CEDAR LODGE RETARIDGEDALE MO Will appear on your Oct 8, 2023 statement as BIG CEDAR LODGE RETARIDGEDALE MO	
	CARD JEFFREY TOLBERT	
	MEMBERSHIP REWARDS POINTS 1X on Other purchases	414
	ADDITIONAL INFORMATION <div style="background-color: black; width: 150px; height: 15px;"></div>	

Exhibit 5

1/6/25, 5:29 PM

American Express - Search Activity



ACCOUNT ENDING - 44099

Platinum Card®

CARD MEMBER

JEFFREY TOLBERT

DATE	DESCRIPTION	AMOUNT
Oct 2, 2023	TOP OF THE ROCK RESTAURANT 1250 TOP OF THE ROCK RD	577.02
	RIDGEDALE MO 65739 http://www.bigcedar.com	
	OSAGE RESTAURANT RIDGEDALE MO Will appear on your Oct 8, 2023 statement as OSAGE RESTAURANT RIDGEDALE MO	
	CARD JEFFREY TOLBERT	
	MEMBERSHIP REWARDS POINTS 1X on Other purchases	77
	ADDITIONAL INFORMATION [REDACTED] FOODANDBEVERAGE	

Exhibit 6



Date of Purchase: Oct 03, 2023

Flight Receipt for Springfield, MO to Birmingham, AL

PASSENGER INFORMATION

JEFFREY T TOLBERT

SkyMiles Number: [REDACTED]

MELISSA GAIL CURTIS

SkyMiles Number: [REDACTED]

Confirmation Number: GU9UUW

Ticket Number: 0062178986383

0062178986384

FLIGHT INFORMATION

Date and Flight	Status	Class	Seat/Cabin
SGF>ATL Tue 03Oct2023 DL 2355	FLWN	Y	
ATL>BHM Tue 03Oct2023 DL 2900	FLWN	Y	

DETAILED CHARGES

Air Transportation Charges

Base Fare: \$1,217.67 USD

Taxes, Fees & Charges:

United States - September 11th Security Fee(Passenger Civil Aviation Security Service Fee) (AY)	\$11.20 USD
United States - Transportation Tax (US)	\$91.33 USD
United States - Passenger Facility Charge (XF)	\$18.00 USD
United States - Flight Segment Tax (ZP)	\$19.20 USD

Total Per Passenger: \$1,357.40 USD

Credit Information

Total Ticket Price Difference: USD-211.00 USD

Service Charge: USD0.00 USD

Amount Credited: USD-211.00 USD

Applied ECredit [REDACTED]	\$1,357.40
Remaining ECredit Balance [REDACTED]	\$211.00

KEY OF TERMS

Exhibit 7

Check 1504 - SLR to Melissa Curtis

COPY ONLY IF ALL CHECK COPY SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

Smith Lake Resort, LLC
21680 County Road 222
Crane Hill, AL 35053-2311
258-641-4014

Traditions Bank
129 2nd Ave NW
Cullman, AL 35056
91-945-822

1504

05/12/2024

PAY TO THE ORDER OF Melissa Gail Curtis \$ 50,000.00

Fifty thousand and 00/100 DOLLARS

PROTECT AGAINST FRAUD

Melissa Gail Curtis
1083 County Road 109
Cullman, Alabama 35057

Jeffrey L. Tollett

⑈001504⑈ 4062106457⑈

05/14/2024 1504 \$50,000.00

Check 1503 – SLR to Melissa Curtis

Smith Lake Resort, LLC
 2680 County Road 200
 Dora AL 35959
 256-841-4674

Tradition Bank
 109 2nd Ave NW
 Cullman AL 35050
 81-645-322

1503

05/14/2024

PAY TO THE ORDER OF **Melissa Gail Curtis** \$12,500.00

Twelve thousand five hundred and 00/100

Miss Gail Curtis
 1063 County Road 109
 Cullman, Alabama 35057


Jeffrey J. Trotter

⑆001503⑆ ⑆062206457⑆

05/14/2024 1503 \$12,500.00

Check 1528 – SLR to Melissa Curtis

CASH ONLY IF ALL SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

<p>Smith Lake Resort, LLC. 21680 County Road 222 Crane Hill, AL 35053-3341 256-841-4014</p>		<p>Tradition Bank 109 2nd Ave NW Cullman, AL 35055 61-445622</p>	<p>1528</p> <p>06/18/2024</p>
<p>PAY TO THE ORDER OF <u> Melissa Gail Curtis </u></p>		<p>\$ 25,000.00</p>	
<p>Twenty-five thousand and 00/100 ***** DOLLARS</p>			
<p>Melissa Gail Curtis 1062 County Road 109 Cullman, Alabama 35057</p>	<p><i>Jeffrey T. Tolbert</i></p>		
<p>MEMO</p>	<p>⑆001528⑆ ⑆062206457⑆ [REDACTED]</p>		

06/18/2024 1528 \$25,000.00

Check 1559 – SLR to Melissa Curtis

CASH ONLY IF ALL CHECK 21™ SECURITY FEATURES LISTED ON BACK. INDICATE NO TAMPERING OR COPYING.

b

Smith Lake Resort, LLC.
21650 County Road 222
Crane Hill, AL 35053-3341
256-841-1014

Traditions Bank
109 2nd Ave NW
Cullman, AL 35055
67-845/922

1559

07/23/2024

PAY TO THE ORDER OF Melissa Gail Curtis \$ 11,506.92

Eleven thousand five hundred six and 92/100 DOLLARS

Melissa Gail Curtis
1062 County Road 109
Cullman, Alabama 35057

MEMO

Jeffrey J. Tolbert

⑈001559⑈ ⑆062206457⑆ [REDACTED]

07/23/2024 1559 \$11,506.92

Cash Transfer - SLR to Melissa Curtis

CHECKING TRANSACTION TICKET

Traditions Bank

DATE 8-10 2024

CUST. NAME: Smith Lake Resort

SIGNATURE: *[Signature]*

PREPARED BY: *[Signature]*

APPROVED BY:

DEBIT	CREDIT
14 FORTHE PAY DEBIT	11 DEPOSIT
37 PRIORITY DEBIT	13 FORTHE DEPOSIT
33 MONEY MARKET WITH-DRAWAL	04 INCOMING WIRE
01 CHECKING ACCOUNT	15 MISCELLANEOUS DEPOSIT
42 OUTGOING WIRE	
32 FORTHE OVER LOCKOUT	
54 CHECK BACK	
51 MISCELLANEOUS	

DESCRIPTION: [REDACTED] 46

3020 [REDACTED] 55 5,000.00

⑆5010⑉0645⑆

08/12/2024

\$5,000.00

Exhibit 8

A. Settlement Statement

U.S. Department of Housing
and Urban Development

OMB Approval No. 2502-0265



B. Type of Loan			
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input checked="" type="checkbox"/> Conv. Unins.	6. File Number TOLBERTJ
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.		7. Loan Number
			8. Mortgage Insurance Case Number
<p>C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the totals.</p>			
D. Name and Address of Borrower Smith Lake Resort, LLC		E. Name and Address of Seller Hidden Hills at Lewis Smith Lake, LLC	
		F. Name and Address of Lender Traditions Bank 109 2nd Avenue NW Cullman, AL 35055	
G. Property Location Hidden Hills Subd & Adjoining acreage Bremen, AL 35033		H. Settlement Agent TBX TITLE, INC	
		Place of Settlement 109 2nd Ave NW Cullman, AL 35055	I. Settlement Date 05/14/2024 DD: 05/14/2024
J. SUMMARY OF BORROWER'S TRANSACTION:		K. SUMMARY OF SELLER'S TRANSACTION:	
100. GROSS AMOUNT DUE FROM BORROWER		400. GROSS AMOUNT DUE TO SELLER	
101. Contract sales price		401. Contract sales price	
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)		403.	
104. Construction progress invoice credit		404. Construction progress invoice credit	
105. Interest payment credit		405. Interest payment credit	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes	to	406. City/town taxes	to
107. County taxes	to	407. County taxes	to
108. Assessments	to	408. Assessments	to
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER		420. GROSS AMOUNT DUE TO SELLER	
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER		500. REDUCTIONS IN AMOUNT TO SELLER	
201. Deposit or earnest money		501. Excess Deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing loans taken subject to	
204.		504. Payoff of first mortgage loan	
		Shoreline Properties LLC	
205.		505. Payoff of second mortgage loan	
		Traditions Bank	
206.		506. Payoff Walker Brothers	
207.		507. Proctor Contracting LLC - Lots 22 & 22a	
208.		508. Proceeds wired -Waterfront Closing & Title	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes	to	510. City/town taxes	to
211. County taxes	10/01/23 to 05/14/24	511. County taxes	10/01/23 to 05/14/24
212. Assessments	to	512. Assessments	to
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

SETTLEMENT STATEMENT

PAGE 2

L. SETTLEMENT CHARGES:		File Number: TOLBERTJ	PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700.	TOTAL SALES/BROKER'S COMMISSION based on price \$ 5,000,000.00 @ 5.00 = 250,000.00			
Division of commission (line 700) as follows:				
701.	\$ [REDACTED]			
702.	\$ 125,000.00 to Lake League Real Estate			
703.	Commission paid at Settlement			[REDACTED]
704.				
800.	ITEMS PAYABLE IN CONNECTION WITH LOAN	P.O.C.		
801.	Loan Origination Fee % Traditions Bank		[REDACTED]	
802.	Loan Discount %			
803.	Appraisal fee to			
804.	Credit report to			
805.	Lender's inspection fee to			
806.	Mtg. ins. application fee to			
807.	Assumption fee to			
808.				
809.				
810.				
811.				
812.				
813.				
814.				
815.				
900.	ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901.	Interest from to @ \$ /day			
902.	Mortgage insurance premium to			
903.	Hazard insurance premium yrs. to			
904.				
905.				
1000.	RESERVES DEPOSITED WITH LENDER FOR			
1001.	Homeowner's insurance mo. @ \$ / mo.			
1002.	Mortgage Insurance mo. @ \$ / mo.			
1003.	City property taxes mo. @ \$ / mo.			
1004.	County property taxes mo. @ \$ / mo.			
1005.	Annual Assessments mo. @ \$ / mo.			
1006.	mo. @ \$ / mo.			
1007.	mo. @ \$ / mo.			
1008.	Aggregate Reserve for Hazard/Flood Ins, City/County Prop Taxes, Mortgage Ins & Annual Assessments			
1100.	TITLE CHARGES			
1101.	Settlement or closing fee to TBX TITLE, INC		[REDACTED]	
1102.	Abstract or title search to TBX TITLE, INC		[REDACTED]	
1103.	Title examination to TBX TITLE, INC		[REDACTED]	
1104.	Title insurance binder to		[REDACTED]	
1105.	Document preparation to TBX TITLE, INC		[REDACTED]	
1106.	Notary fees to		[REDACTED]	
1107.	Attorney's fees to		[REDACTED]	
	(includes above item No:)			
1108.	Title insurance to		[REDACTED]	
	(includes above item No:)			
1109.	Lender's coverage			
1110.	Owner's coverage			
1111.	Deed Prep Shelby G. Hankey		[REDACTED]	
1112.				
1113.				
1200.	GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201.	Recording fees Deed \$ 14.50 ; Mortgage \$; Releases \$		[REDACTED]	
1202.	City/county/stamps Deed \$; Mortgage \$		[REDACTED]	
1203.	State tax/stamps Deed \$ 4,875.00 ; Mortgage \$ 0.00		[REDACTED]	
1204.	Record Assignment of Developer rights		[REDACTED]	
1205.	Record Correction Deed		[REDACTED]	
1300.	ADDITIONAL SETTLEMENT CHARGES			
1301.	Survey to			
1302.	Pest inspection to			
1303.	Record deed from Proctor TBX Title Recording Account			[REDACTED]

ADDENDUM TO SETTLEMENT STATEMENT

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.



Smith Lake Resort, LLC

Jeffrey T. Tolbert
By Jeffrey T. Tolbert, Sr., Sole Member

Dated: May 14, 2024

Dated: May 14, 2024

The Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

TBX TITLE, INC

Debra Brink
By, Settlement Agent

Dated: May 14, 2024

Exhibit 9

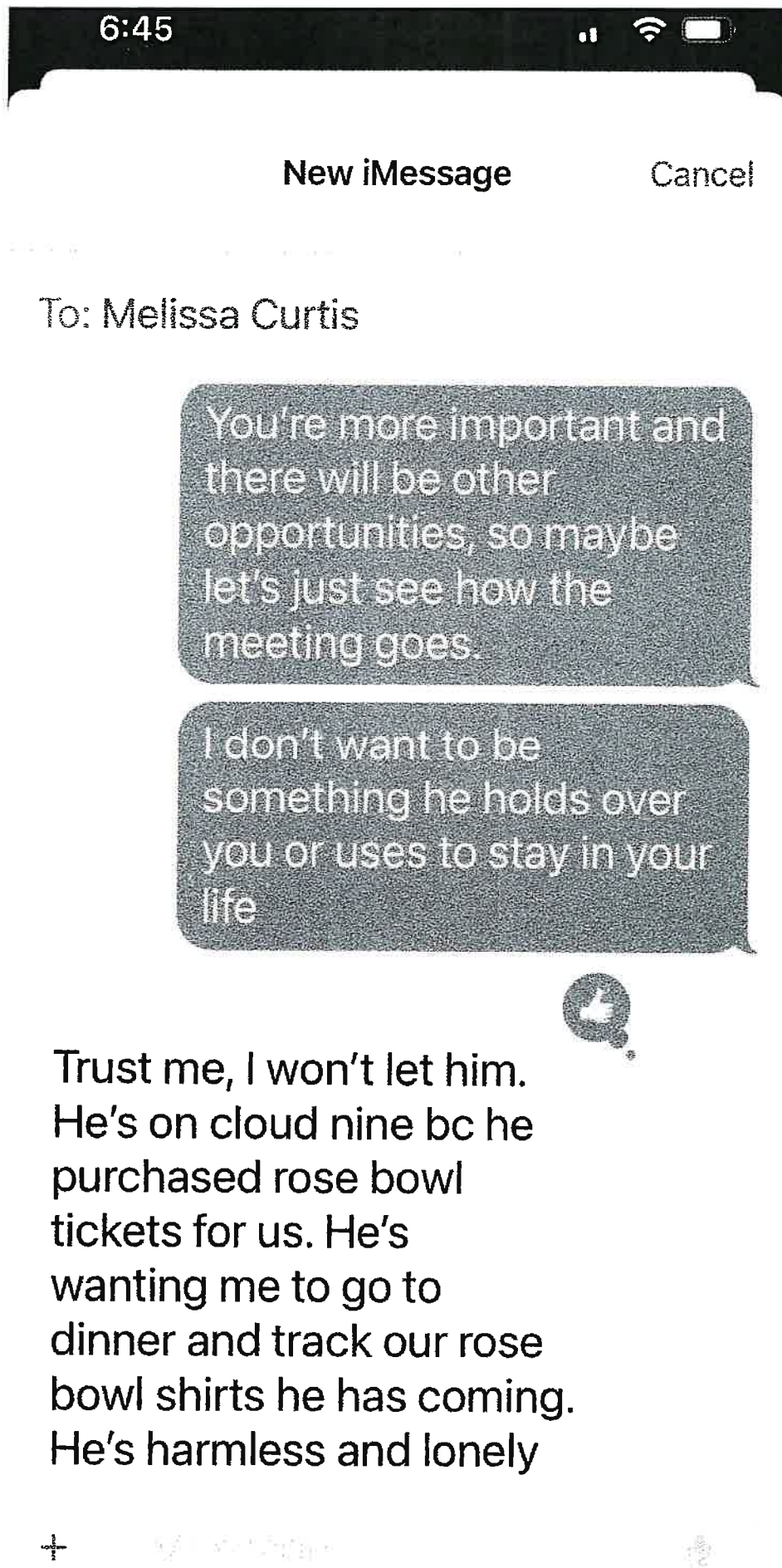
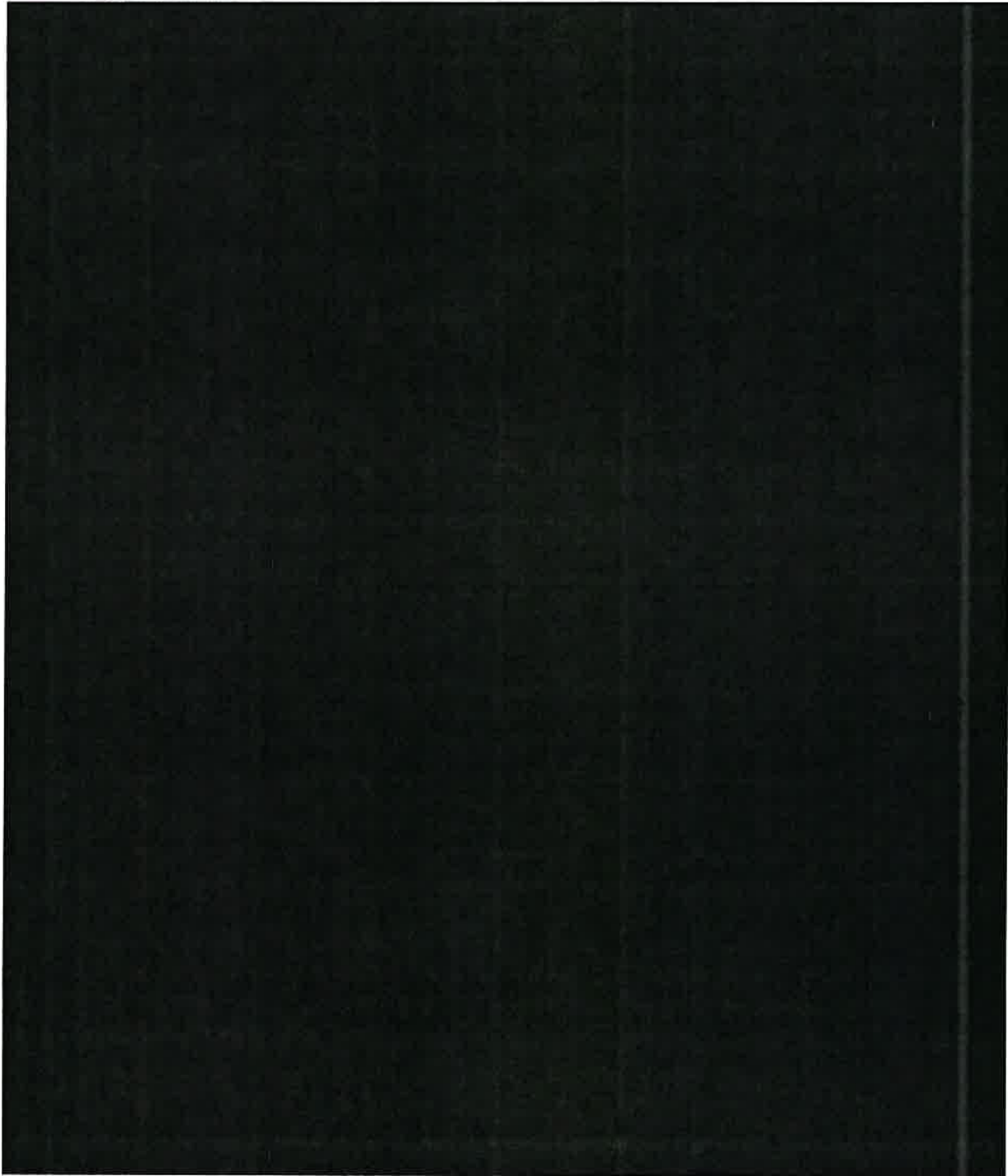


Exhibit 10

Messages - Melissa Curtis



11/19/2023 9:32:49 PM

I just woke up- expected it to be 2 am

I don't remember driving home 🤔🤔🤔 im not a good drinker

Glad you're home.

Messages - Melissa Curtis

11/28/2023 8:28:11 AM

Yesterday I realized I was super drunk. I went to Deana's next door to get a Liquid IV and lots of water. Was planning to come right back. I could barely speak when I had to stop and speak with Cindy. I got in my truck to head back to the marina and woke up last night in my bed.

I owe you and the entire staff at Trident an apology. Brunch was spectacular! It was nothing but constant chatter about the food. Thank you so much for making my day special! 🍷

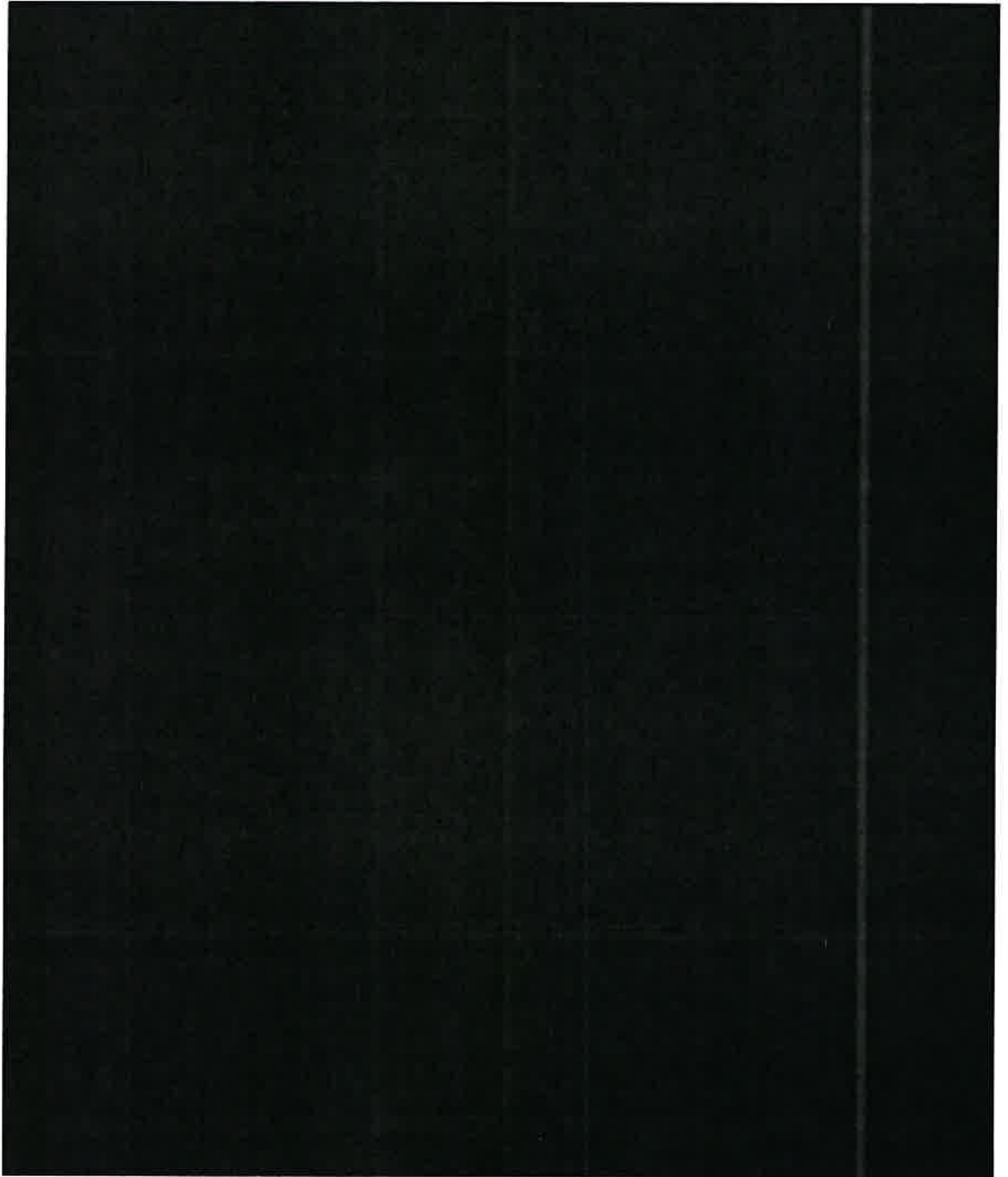


Exhibit 11

Messages - Maketa Curtis

I thought you were out of town

I didn't leave. I couldn't find anywhere to go for a short trip

Need anything from bham?

Not that I can think of. Thank you for asking.

BTW: I transferred 5000 into your personal account the other day. I'm sure it doesn't cover everything but I wanted to at least pay for the bed, side tables, coffee, bar, etc.

Loved "BTW: I transferred 5000 into your personal account..."

Thank you 🙏

Once I get my work station complete I can get all the receipts organized

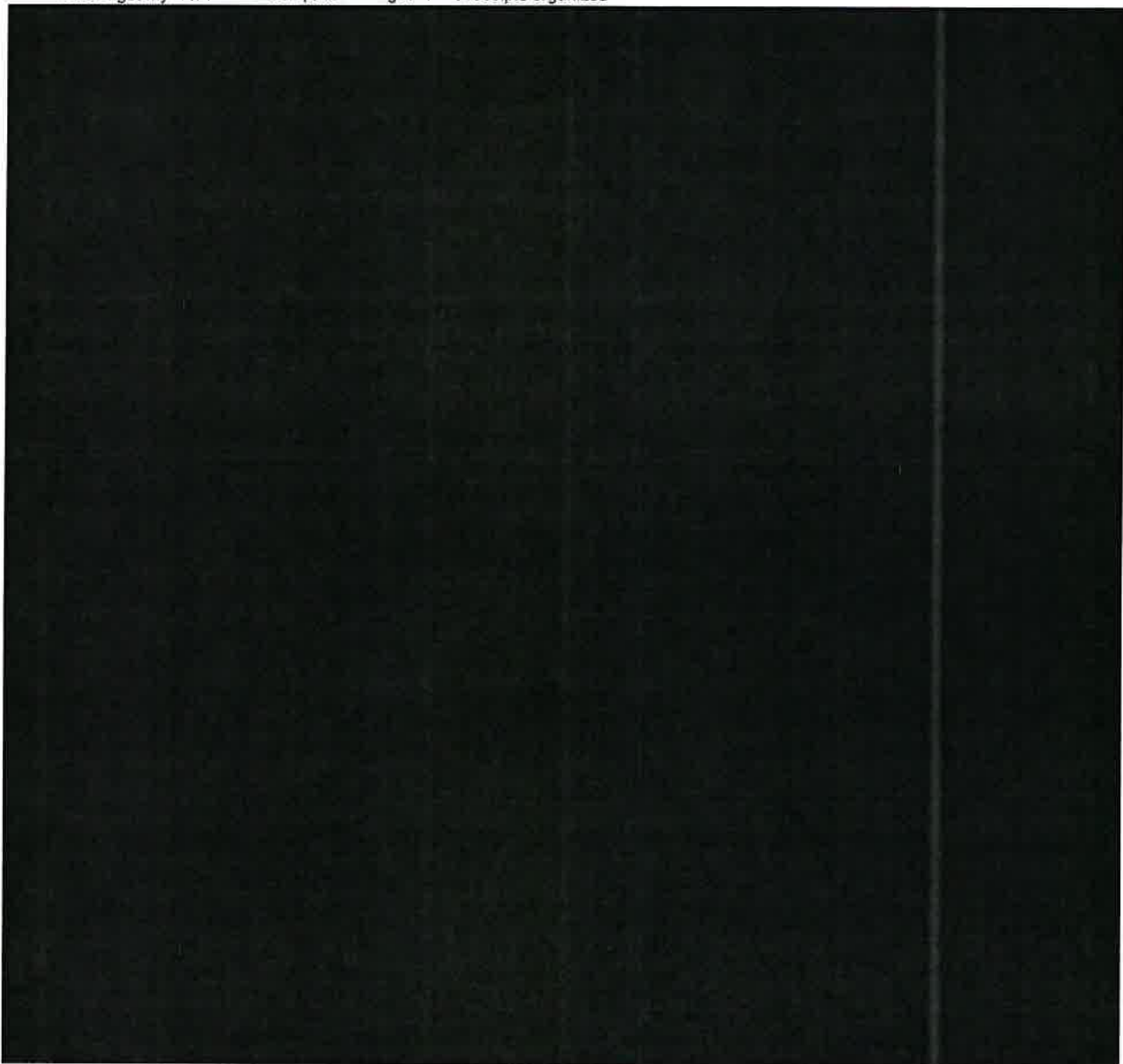


Exhibit 12

*Smith Lake Resort
21680 County Road 222
Crane Hill, Alabama 35053
Tel: 256-286-0050*

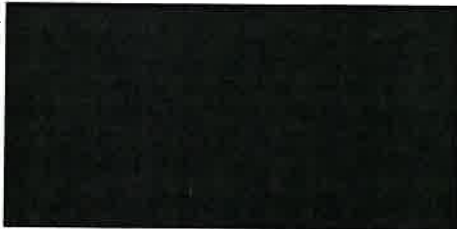
October 15, 2024

Melissa Curtis
Owner
Lake League Real Estate
1062 County Road 109
Cullman, Alabama 35057

Dear Melissa,

After careful consideration I have made the decision to move in a different direction with the Resort's real estate and consulting services you have been providing. I will honor my commitment to pay you a 2.5% buyers commission when and if the following properties are funded. It will be essential you remain involved in these purchases.

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.



Thank you for loaning me the dining table, side chairs, and living room chairs. I can either purchase these items from you or return them to your home at CR 109. Please let me know.

Thank you again for working with Boone to complete the small house at Hidden Hills.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jeff", is written over the typed name.

Jeffrey T. Tolbert
Managing Member