



Corporation ("Cobb EMC") Board of Directors' Special Litigation Committee has completed its investigation.

Dwight Brown hereby answers this action in his individual capacity and does not answer on behalf of Cobb EMC, or Cobb Energy Management Corporation ("Cobb Energy").

In response to the numbered paragraphs of the Complaint, Dwight Brown states as follows:

1.

With respect to the allegations of paragraph 1 of Plaintiffs' Complaint, Dwight Brown admits that Plaintiffs purport to bring and allege that they are bringing a derivative action brought by certain members of Cobb EMC against certain Cobb EMC officers and directors, and that Plaintiffs' allege damages and other relief against Cobb Energy and certain of its officers and directors. With respect to the remaining allegations of paragraph 1 of Plaintiffs' Complaint, Dwight Brown is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 1 of Plaintiffs' Complaint.

2.

Dwight Brown admits the allegations of paragraph 2 of Plaintiffs' Complaint, except that Dwight Brown denies that no substantive response has been received by Plaintiffs' with respect to the demand letter referenced in paragraph 2 of Plaintiffs' Complaint.

3.

Dwight Brown denies that he has committed any violations of law. Dwight Brown is without knowledge or information sufficient as to the truth of the remaining allegations of paragraph 3 of Plaintiffs' Complaint.

4.

With respect to the allegations of paragraph 4 of the Complaint, Dwight Brown admits that he resides in Cobb County, Georgia. Dwight Brown is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 4 of Plaintiffs' Complaint.

5.

With respect to the allegations of paragraph 5 of the Complaint, Dwight Brown is without knowledge or information sufficient to form a belief as to the truth of the allegations.

6.

With respect to the allegations of paragraph 6 of the Complaint, Dwight Brown is without knowledge or information sufficient to form a belief as to the truth of the allegations.

7.

With respect to the allegations of paragraph 7 of the Complaint, Dwight Brown is without knowledge or information sufficient to form a belief as to the truth of the allegations.

8.

With respect to the allegations of paragraph 8 of the Complaint, Dwight Brown is without knowledge or information sufficient to form a belief as to the truth of the allegations.

9.

With respect to the allegations of paragraph 9 of the Complaint, Dwight Brown is without knowledge or information sufficient to form a belief as to the truth of the allegations.

10.

With respect to the allegations of paragraph 10 of the Complaint, Dwight Brown is without knowledge or information sufficient to form a belief as to the truth of the allegations.

11.

Dwight Brown admits the allegations of paragraph 11 of Plaintiffs' Complaint.

12.

With respect to the allegations of paragraph 12, Dwight Brown admits that Cobb Energy is a corporation organized and existing under the laws of the State of Georgia with its headquarters at 1000 EMC Parkway, Marietta, Georgia. Dwight Brown denies Plaintiffs' allegation that Cobb Energy is a "services corporation" because this term is undefined, and Dwight Brown is without knowledge or information sufficient to form a belief as to what Plaintiffs' mean by "services corporation."

13.

Dwight Brown admits the allegations of paragraph 13 of Plaintiffs' Complaint.

14.

With respect to the allegations of paragraph 14 of Plaintiffs' Complaint, Dwight Brown admits that Don Barnett is on Cobb EMC's Board of Directors. Dwight Brown is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 14 of Plaintiffs' Complaint.

15.

With respect to the allegations of paragraph 15, Dwight Brown admits that Defendant David McGinnis is a director of Cobb EMC and is a director of Cobb Energy. Dwight Brown is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 15 of Plaintiffs' Complaint.

16.

Dwight Brown admits that Defendant Kay Anderson is a Cobb EMC director. Dwight Brown is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 16 of Plaintiffs' Complaint.

17.

Dwight Brown admits that Defendant Al Fortney, Jr. is a director of Cobb EMC. Dwight Brown is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 17 of Plaintiffs' Complaint.

18.

Dwight Brown admits that Defendant Frank Boone has been a director of Cobb EMC since 1990. Dwight Brown admits that Frank Boone owned stock in Cobb Energy at one time, but Cobb Energy has since repurchased the shares previously owned by Frank Boone. Dwight Brown is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 18 of Plaintiffs' Complaint.

19.

Dwight Brown admits that Defendant Sarah Brown is a director of Cobb EMC. Dwight Brown is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 19 of Plaintiffs' Complaint.

20.

Dwight Brown admits that Defendant Larry Chadwick is a Cobb EMC director and is chairman of the Board of Directors. Dwight Brown is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 20 of Plaintiffs' Complaint.

21.

Dwight Brown admits that Defendant Henry Balkcom III is a director of Cobb EMC. Dwight Brown is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 21 of Plaintiffs' Complaint.

22.

Dwight Brown hereby incorporates by reference his responses to the allegations contained in paragraphs 1 through 21 of Plaintiffs' Complaint as if fully set forth herein again.

23.

Dwight Brown denies the allegations contained in paragraph 23 of Plaintiffs' Complaint.

24.

Dwight Brown denies the allegations contained in paragraph 24 of Plaintiffs' Complaint.

25.

Dwight Brown admits the allegations of paragraph 25, except that Dwight Brown denies that Cobb EMC serves 190,000 consumers and that Cobb EMC was ever "income tax exempt." Further answering paragraph 25, Dwight Brown states that the number of consumers Cobb EMC serves changes daily, but Cobb EMC currently serves approximately 194,000 consumers. Dwight Brown is without knowledge or information sufficient to form a belief as to Plaintiffs' intent in using the words "income tax exempt" in the allegations, and is therefore unable to form a belief as to the truth of the remaining allegations of paragraph 25 of Plaintiffs' Complaint.

26.

With respect to paragraph 26 of Plaintiff's Complaint, Dwight Brown denies the first paragraph of the allegations of paragraph 26. Dwight Brown admits the allegations of the remaining allegations contained in paragraph 26 of Plaintiffs' Complaint, except that Dwight Brown states that Cobb EMC is owned by persons who qualify as members under applicable Georgia law. Moreover, Dwight Brown denies the allegations of paragraph 26 of Plaintiffs' Complaint to the extent that it is inconsistent with Cobb EMC's stated mission as provided in its bylaws.

27.

Dwight Brown admits the allegations of paragraph 27 of Plaintiffs' Complaint to the extent they are consistent with the Cobb EMC Articles of Incorporation.

28.

Dwight Brown admits the allegations of the first sentence of paragraph 28. Dwight Brown denies the allegations of the second sentence of paragraph 28, except that Dwight Brown admits that O.C.G.A. § 46-3-200 reads as quoted, except the statute, in subsection (3), uses the word "delivering" instead of "developing." Dwight Brown admits the allegations of the final sentence of paragraph 28 of Plaintiffs' Complaint.

29.

Dwight Brown denies the allegations of paragraph 29 of Plaintiffs' Complaint. Further answering paragraph 29, Dwight Brown states that O.C.G.A. § 46-3-340(a) provides that "[e]ach electric membership corporation shall be operated without profit to its members."

30.

Answering paragraph 30 of Plaintiffs' Complaint:

A. Dwight Brown denies the allegations of the first and second sentences in paragraph 30, including footnote 1, except that Dwight Brown admits that its Board of Directors in 1997, approved the creation of Cobb Energy.

B. Dwight Brown admits the third and fifth sentences of paragraph 30.

C. Dwight Brown denies the allegations in the fourth sentence of paragraph 30, except that Dwight Brown admits that, at Cobb EMC's 2007 annual member meeting, Dwight Brown said that the creation of Cobb Energy was his idea.

31.

Answering paragraph 31 of Plaintiffs' Complaint:

A. Dwight Brown denies the allegations of the first and second sentences of paragraph 31 and further states that run-on allegations of this kind violate the requirements of the Civil Practice Act that pleadings be concise and direct. Further answering the first sentence of paragraph 31, Dwight Brown states that the Cobb EMC-Cobb Energy contractual relationship is described in Cobb EMC's Annual Reports, including at pages 2 and 19 of the 1998 Annual Report. Dwight Brown further states that Cobb EMC contracted with Cobb Energy for the performance of certain management services and that Cobb Energy collects bills on behalf of Cobb EMC.

B. Dwight Brown admits that his Memorandum of Law in support of his Motion to dismiss the *Maddox* suit contained the language quoted in the third sentence of paragraph 31.

C. Dwight Brown admits the allegations of the fourth sentence of paragraph 31, except that Dwight Brown states that the phrase "just two of the forty years" does not make sense in this context.

D. Dwight Brown denies the allegations of the fifth sentence of paragraph 31, except that Dwight Brown admits that the operating agreement between Cobb EMC and Cobb Energy will terminate in 40 years if not terminated earlier.

E. Answering the sixth, seventh, tenth and eleventh sentences of paragraph 31, Dwight Brown denies the Cobb EMC-Cobb Energy agreement is a violation of law, and denies that "substantially all of Cobb EMC's non-profit business" was "transfer[red] or convert[ed]" to Cobb Energy.

F. Answering the eighth and ninth sentences of paragraph 31, Dwight Brown admits that the Georgia Supreme Court, in the *Flint EMC* case, stated: "FlintErgy was Incorporated by Flint just to enable Flint to do indirectly what it could not do directly – enter the propane gas market." 271 Ga. 636, 637 (1999). Dwight Brown denies paragraph 31's characterization of the *Flint EMC* case's holding.

32.

Answering paragraph 32 of the Complaint:

A. Dwight Brown denies the allegations of the first sentence of paragraph 32, except that Dwight Brown admits that, at the 2007 annual meeting of Cobb EMC's members, he did not disclose information regarding the ownership of Cobb Energy.

B. Dwight Brown is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of the second sentence of paragraph 32. Further answering the second sentence, Dwight Brown states that he is unaware of any public disclosure of the initial ownership of Cobb Energy, except that Cobb EMC's ownership share of Cobb Energy was disclosed in Cobb EMC's Annual Report in 1998, and in subsequent annual reports of the Company.

C. Dwight Brown denies the allegations of the third sentence of paragraph 32 of the Complaint. Further answering the third sentence of paragraph 32, Dwight Brown states that in late 2003, the Cobb Energy Board voted to sell up to approximately \$7 million of Class B preferred Cobb Energy stock to raise capital and that Frank Boone, along with other individuals, later bought shares of this stock. Dwight Brown further states that on or about January 22, 2004, Cobb Energy filed a Form D Notice of Sale of Securities, detailing this stock offering.

D. Dwight Brown denies the allegations of the fourth sentence of paragraph 32 because, *inter alia*, the allegation does not appear to make sense. Dwight Brown admits that purchasers of Class B preferred stock in Cobb Energy have the ability to sell their shares back to Cobb Energy. Further answering the fourth sentence, Dwight Brown states that Frank Boone has redeemed his shares of Class B preferred Cobb Energy stock.

E. Dwight Brown denies the allegations of the final sentence of paragraph 32 of the Complaint, except that Dwight Brown admits that Vinson & Elkins LLP acted as counsel to Cobb Energy in connection with the offering of Class B preferred Cobb Energy stock.

33.

Dwight Brown denies the allegations of paragraph 33 of the Complaint.

34.

Dwight Brown denies the allegations of paragraph 34 of the Complaint, except that Dwight Brown admits that the Cobb EMC Board approved a loan, shown on Cobb EMC's 2002 tax return, and disclosed in numerous of Cobb EMC's Annual Reports, from Cobb EMC to Dwight Brown in the amount of \$1,500,000.00. The Annual Reports for the years 2002 through 2005 state that Cobb EMC and Cobb Energy had secured the services of Dwight Brown through 2008, and this was "accomplished contractually using a combination of penalties and rewards, including retirement and death benefits contained in an interest free loan."

35.

Dwight Brown denies the allegations contained in paragraph 35 of the Complaint.

36.

Dwight Brown denies the allegations contained in paragraph 36 of the Complaint.

37.

Dwight Brown admits the allegations of the first sentence of paragraph 37 of the Complaint, but denies the implication that he acknowledged or "admitted" any wrongdoing in connection with the contract for the naming rights of the Cobb Energy Performing Arts Centre. Dwight Brown denies the allegations of the second sentence of paragraph 37, but admits that Cobb Energy and the Cobb-Marietta Coliseum and Exhibit Hall Authority agreed to convert the installment payments totaling approximately \$20 million over 20 years to payments of approximately \$13 million over three years.

38.

Dwight Brown admits the allegations of the first sentence of paragraph 38 of the Complaint. Dwight Brown denies the allegations of the second sentence of paragraph 38, but admits that Cobb EMC sold the property, in which the offices for ProCore Solutions are currently housed, to Cobb Energy and that this sale was financed with a mortgage on the property. The allegations of the third sentence of paragraph 38 are unclear, and accordingly Dwight Brown denies the allegations.

39.

Dwight Brown denies the allegations of paragraph 39 of the Complaint, except that he admits that Plaintiffs, in an October 8, 2007 letter, requested to review certain records of Cobb EMC under O.C.G.A. § 46-3-271.

40. - 42.

Dwight Brown denies the allegations of paragraphs 40 to 42. Further answering paragraphs 40 to 42, Dwight Brown states that the duties and responsibilities of Cobb EMC's directors and officers are set forth in Georgia law, including O.C.G.A. § 46-3-303.1, which outlines the standard of care for directors and officers of electrical membership corporations in the discharge of their duties as follows:

- (a) (1) A director shall discharge his duties as director, including his duties as a member of a committee:
  - (A) In good faith; and
  - (B) With the care an ordinarily prudent person in a like position would exercise under similar circumstances.
- (2) In discharging his duties, a director is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by:

- (A) One or more officers or employees of the electric membership corporation whom the director reasonably believes to be reliable and competent in the matters presented;
  - (B) Legal counsel, public accountants, investment bankers, or other persons as to matters the director reasonably believes are within the person's professional or expert competence; or
  - (C) A committee of the board of directors of which he is not a member if the director reasonably believes the committee merits confidence.
- (3) A director is not acting in good faith if he has knowledge concerning the matter in question that makes unwarranted the reliance otherwise permitted by paragraph (2) of this subsection.
- (4) A director is not liable for any action taken as a director or any failure to take any action if he performed the duties of his office in compliance with this subsection.
- (b) (1) An officer with discretionary authority shall discharge his duties under that authority:
- (A) In good faith; and
  - (B) With the care an ordinarily prudent person in a like position would exercise under similar circumstances.
- (2) In discharging his duties, an officer is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by:
- (A) One or more officers or employees of the electric membership corporation whom the officer reasonably believes to be reliable and competent in the matters presented; or
  - (B) Legal counsel, public accountants, investment bankers, or other persons as to matters the officer reasonably believes are within the person's profession or expert competence.
- (3) An officer is not acting in good faith if he has knowledge concerning the matter in question that makes unwarranted the reliance otherwise permitted by paragraph (2) of this subsection.
- (4) An officer is not liable for any action as an officer or any failure to take any action if he performed the duties of his office in compliance with this subsection.

43.

Dwight Brown denies the allegations in paragraph 43 of the Complaint, except that Dwight Brown admits that Cobb EMC's Bylaws provide the following with respect to the qualifications and tenure of Directors:

Upon the establishment of the fact that any person being considered for, or already holding, a position of trust in the Cooperative lacks eligibility under this Section, it shall be the duty of the Board of Directors to withhold such position from such person, or to cause him to be removed therefrom, whichever be the case. Upon the establishment of the fact that a director is holding office in violation of this Section, it shall be the duty of the remaining directors of the Board to remove such director from office.

Further answering paragraph 43 of the Complaint, Dwight Brown incorporates by reference the laws quoted in his answer to paragraphs 40 to 42 above.

44.

Dwight Brown admits that Dwight Brown, Frank Boone, and David McGinnis owe certain duties to both Cobb EMC and Cobb Energy, but denies the characterization of these duties by Plaintiffs, and is without knowledge or information sufficient to form a belief as to the intention of the language utilized in paragraph 44 of Plaintiffs' Complaint sufficient to form a belief as to the allegations, and denies any implication that it is improper for Dwight Brown to be the President and CEO of Cobb Energy and the President and CEO of Cobb EMC.

45.

Dwight Brown denies the allegations in paragraph 45 of the Complaint, except that Dwight Brown admits that the Annual Reports and financial statements of Cobb EMC disclose Cobb EMC's ownership of Cobb Energy, but not the identity of the other owners of Cobb Energy. Dwight Brown further admits that at the 2007 Cobb EMC Annual Meeting, Dwight Brown declined to discuss his financial interests in Cobb Energy.

46.

Dwight Brown denies the allegations contained in paragraph 46 of the Complaint.

47.

Dwight Brown denies the allegations contained in paragraph 47 of the Complaint.

48.

Dwight Brown denies the allegations contained in paragraph 48 of the Complaint.

49.

Dwight Brown denies the allegations contained in paragraph 49 of the Complaint.

50.

Dwight Brown denies the allegations contained in paragraph 50 of the Complaint.

51.

Dwight Brown denies the allegations contained in paragraph 51 of the Complaint.

52.

Dwight Brown denies the allegations contained in paragraph 52 of the Complaint.

53.

Dwight Brown denies the allegations contained in paragraph 53 of the Complaint.

54.

Dwight Brown denies the allegations contained in paragraph 54 of the Complaint.

55.

Dwight Brown denies the allegations contained in paragraph 55 of the Complaint.

56.

Dwight Brown denies the allegations contained in paragraph 56 of the Complaint.

**RESPONSE TO FIRST CAUSE OF ACTION**

57.

Dwight Brown incorporates by reference his responses to paragraphs 1 through 56 above as though set forth fully again herein.

58.

Dwight Brown denies the allegations contained in paragraph 58 of the Complaint.

**RESPONSE TO SECOND CAUSE OF ACTION**

59.

Dwight Brown incorporates by reference his responses to paragraphs 1 through 58 as though fully set forth herein again.

60.

Dwight Brown admits that Plaintiffs "pray that the Court inquire into and order an accounting" as set forth in paragraph 60 of the Complaint, but denies the propriety of an accounting.

**RESPONSE TO THIRD CAUSE OF ACTION**

61.

Dwight Brown hereby incorporates by reference his responses to paragraphs 1 through 60 above as though fully set forth again herein.

62.

Dwight Brown denies the allegations contained in paragraph 62 of the Complaint.

**RESPONSE TO FOURTH CAUSE OF ACTION**

63.

Dwight Brown incorporates by reference his responses to paragraphs 1 through 62 above as though set fully forth again herein.

64.

Paragraph 64 of Plaintiffs' Complaint is a legal conclusion, not a factual allegation, and submits that as such, it is denied to the extent it is inconsistent with applicable law or statute.

65.

Paragraph 65 of Plaintiffs' Complaint is a legal conclusion, not a factual allegation, and submits that as such, it is denied to the extent it is inconsistent with applicable law or statute.

66.

Paragraph 66 of Plaintiffs' Complaint is a legal conclusion, not a factual allegation, and submits that as such, it is denied to the extent it is inconsistent with applicable law or statute.

67.

Paragraph 67 of Plaintiffs' Complaint is a legal conclusion, not a factual allegation, and submits that as such, it is denied to the extent it is inconsistent with applicable law or statute.

68.

Paragraph 68 of Plaintiffs' Complaint is a legal conclusion, not a factual allegation, and submits that as such, it is denied to the extent it is inconsistent with applicable law or statute.

69.

Dwight Brown incorporates by reference his responses to paragraphs 1 through 68 above as though fully set forth again herein.

70.

Dwight Brown denies the allegations contained in paragraph 70 of the Complaint.

71.

Dwight Brown denies the allegations contained in paragraph 71 of the Complaint.

72.

Dwight Brown denies the allegations contained in paragraph 72 of the Complaint.

73.

Dwight Brown denies the allegations contained in paragraph 73 of the Complaint.

74.

Dwight Brown incorporates by reference his responses to paragraphs 1 through 73 above as though fully set forth again herein.

75.

Dwight Brown denies the allegations contained in paragraph 75 of the Complaint.

76.

Dwight Brown denies the allegations contained in paragraph 76 of the Complaint.

77.

Dwight Brown denies the allegations contained in paragraph 77 of the Complaint.

78.

Dwight Brown denies the allegations contained in paragraph 78 of the Complaint.

79.

Dwight Brown incorporates by reference his responses to paragraphs 1 through 78 above as though fully set forth again herein.

80.

Dwight Brown denies the allegations contained in paragraph 80 of the Complaint.

81.

Dwight Brown denies the allegations contained in paragraph 81 of the Complaint.

82.

Dwight Brown denies the allegations contained in paragraph 82 of the Complaint.

83.

Dwight Brown incorporates by reference his responses to paragraphs 1 through 82 above as though fully set forth again herein.

84.

Dwight Brown denies the allegations contained in paragraph 84 of the Complaint.

85.

With respect to the allegations contained in paragraph 85 of the Complaint, Plaintiffs appear to seek restitution as they allege, but Dwight Brown denies that they are entitled to restitution or the relief requested in paragraph 85.

86.

Dwight Brown denies the allegations contained in paragraph 86 of the Complaint.

87.

Dwight Brown incorporates by reference his responses to paragraphs 1 through 86 as though fully set forth again herein.

88.

Dwight Brown denies the allegations contained in paragraph 88 of the Complaint.

89.

Dwight Brown denies the allegations contained in paragraph 89 of the Complaint.

90.

Dwight Brown denies the allegations contained in paragraph 90 of the Complaint.

91.

Dwight Brown incorporates by reference his responses to paragraphs 1 through 90 above as though fully set forth again herein.

92.

Dwight Brown denies the allegations contained in paragraph 92 of the Complaint.

**RESPONSE TO ALL ALLEGATIONS**

All allegations not specifically addressed above or admitted are denied.

**RESPONSE TO PRAYER FOR RELIEF**

Dwight Brown denies that Plaintiffs are entitled to any of the relief requested.

**DEFENSES**

**FIRST DEFENSE**

Plaintiffs' Complaint fails to state a claim upon which relief can be granted.

**SECOND DEFENSE**

Plaintiffs have failed to satisfy a necessary condition precedent to any action relating to Cobb EMC and this failure bars the entire action, including any claims against Dwight Brown.

**THIRD DEFENSE**

Plaintiffs' claims are barred by applicable statute of limitations.

**FOURTH DEFENSE**

Dwight Brown has acted in good faith in the performance of his duties.

**FIFTH DEFENSE**

Plaintiffs' claims are barred by waiver and estoppel.

**SIXTH DEFENSE**

Plaintiffs' claims are barred by the doctrine of laches.

**SEVENTH DEFENSE**

The Court lacks subject matter jurisdiction over the claims asserted in the Complaint, which are not recognized by Georgia law.

#### **EIGHTH DEFENSE**

The Complaint is barred because Plaintiffs have failed to comply with the provisions of O.C.G.A. § 46-3-272.

#### **NINTH DEFENSE**

Plaintiffs' claims alleging fraud are barred for failure to satisfy O.C.G.A. § 9-11-9(b) and do not plead with the requisite particularity of circumstances.

#### **TENTH DEFENSE**

Plaintiffs' claims are barred, in whole or in part, by their failure to exhaust corporate remedies.

#### **ELEVENTH DEFENSE**

To the extent that injunctive relief is alleged, Plaintiffs' request for such relief is not properly verified or pled.

#### **TWELFTH DEFENSE**

Plaintiffs' claims are barred, in whole or in part, by O.C.G.A. § 46-3-201, which expressly authorizes the actions by Cobb energy about which Plaintiffs' complain.

#### **THIRTEENTH DEFENSE**

Plaintiffs' claims are barred, in whole or in part, because they seek forbidden remedies that exceed the exclusive relief permitted by O.C.G.A. § 46-3-304.

#### **FOURTEENTH DEFENSE**

Plaintiffs lack standing to bring their claims.

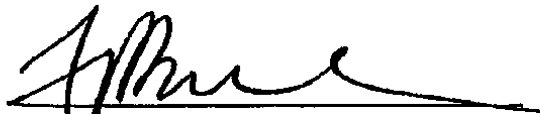
#### **FIFTEENTH DEFENSE**

Cobb EMC's Special Litigation Committee is entitled as a matter of law to investigate Plaintiffs' claims before Plaintiffs can pursue this litigation.

WHEREFORE, Dwight Brown prays that this case be dismissed, that all of Plaintiffs' prayers for relief be denied, that Plaintiffs take nothing, that Dwight Brown be awarded all reasonable expenses and costs of litigation, including attorneys' fees, pursuant to O.C.G.A. §§ 46-3-272(e), 9-15-14, and 51-7-80 *et seq.* at the appropriate time, that it be awarded costs and that it be awarded such other and further relief as the Court may deem just and proper.

This 10<sup>th</sup> day of January, 2008.

Sutherland Asbill & Brennan LLP



F. Barry McCabe  
Georgia Bar No. 481998

999 Peachtree Street, NE  
Atlanta, Georgia 30309-3996  
Telephone: 404-853-8159  
Facsimile: 404-853-8806



W. Pitts Carr  
David M. Cohen  
Carr & Palmer, LLP  
10 North Parkway Square  
4200 Northside Parkway  
Atlanta, GA 30327

This 10<sup>th</sup> day of January, 2008.

Sutherland Asbill & Brennan LLP

A handwritten signature in black ink, appearing to read 'F. Barry McCabe', with a long horizontal line extending to the right.

F. Barry McCabe  
Georgia Bar No. 481998

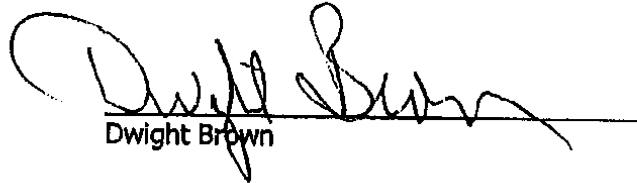
999 Peachtree Street, NE  
Atlanta, Georgia 30309-3996  
Telephone: 404-853-8153  
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STATE OF GEORGIA )

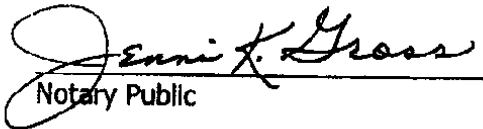
COUNTY OF COBB )

**VERIFICATION**

PERSONALLY APPEARED before the undersigned officer, duly authorized by law to administer oaths, DWIGHT BROWN, who, upon being duly sworn, verifies that he has read the foregoing Answer of Dwight Brown and that the statements therein are true and correct to the best of his knowledge, information, and belief.

  
Dwight Brown

Sworn to and subscribed before me  
this 10<sup>th</sup> day of January, 2008.

  
Notary Public

My Commission Expires:  
Feb. 4, 2009

