

**IN THE SUPERIOR COURT OF BARROW COUNTY
STATE OF GEORGIA**

NELLIE SUE WORLEY,	:	
	:	
Plaintiff,	:	
v.	:	CIVIL ACTION
	:	FILE NO. _____
GEORGIA TRANSMISSION	:	
CORPORATION (An Electric	:	
Membership Corporation);	:	
AL CAVALIER; and	:	
BYRON FREEMAN,	:	
	:	
Defendants.	:	

COMPLAINT FOR DAMAGES

COMES NOW, Nellie Sue Worley, Plaintiff herein, and shows this Court the following:

JURISDICTION AND VENUE

1.

Plaintiff Nellie Sue Worley is a life long resident of Barrow County who resides at 974 Fleeman Road in Hoschton, Georgia (said land referred to herein as "Plaintiff's Land"). Plaintiff is 60 years old and a widow since May 2002.

2.

Defendant Georgia Transmission Corporation (hereinafter referred to as "GTC") is a Georgia Corporation with an office and which transacts business in Barrow County, Georgia.

3.

GTC's registered agent for service of process is Anne H. Hicks, who may be served with a copy of this Complaint, Summons, and other process at 2100 E. Exchange Place, Tucker, DeKalb County, Georgia 30084.

4.

Defendant Al Cavalier is an individual employed by GTC. At all times relevant to this action Al Cavalier acted as an agent of GTC and at GTC's direction. Defendant Cavalier may be served with a copy of this Complaint, Summons, and other process at 2100 E. Exchange Place, Tucker, DeKalb County, Georgia 30084.

5.

Defendant Byron Freeman is an individual employed by GTC. At all times relevant to this action Al Cavalier acted as an agent of GTC and at GTC's direction. Defendant Freeman may be served with a copy of this Complaint, Summons, and other process at 2100 E. Exchange Place, Tucker, DeKalb County, Georgia 30084.

INTRODUCTORY FACTS

6.

Plaintiff reasserts and incorporates her averments as set forth in paragraphs 1 through 5 above as if set forth herein.

7.

GTC is engaged generally in the erection and operation of electric transmission lines and substations, and is entitled to use the State's power of eminent domain only and to the extent that it strictly complies with the requirements of O.C.G.A. §22-2-100, et seq.

8.

On or about December 2006/January 2007, GTC announced a plan to construct a 230 kV electric transmission line through Barrow County to be known as the "Jim Moore - Sharon Church 230 kV Transmission Line" (hereinafter referred to as "Transmission Line").

9.

The purpose of the Transmission Line is to provide electric power to residents of Gwinnett County and other places outside of Barrow County.

10.

GTC's proposed route for the Transmission Line crosses Plaintiff's Land.

11.

On or about February/March 2007, GTC's agent Al Cavalier approached the Plaintiff and asked for permission to enter Plaintiff's Land and survey said land in connection with its plan to build the Transmission Line.

12.

Plaintiff was reluctant to allow strangers on her land and refused to give GTC, Al Cavalier, or their agents, permission to enter or survey.

13.

Al Cavalier persisted in his attempts to cajole and convince Plaintiff to allow them access. Mr. Cavalier called Plaintiff's residence three (3) or four (4) times and appeared without an appointment at Plaintiff's residence on two (2) occasions.

14.

On or about April 9, 2007, GTC filed a lawsuit against Plaintiff, which sought to force her to allow them access to her land, attached hereto as Exhibit "A."

15.

Plaintiff agreed to allow GTC's agents access to her land provided that (i) she was told when the surveyors would arrive, and (ii) that she could observe their activities and speak with them.

16.

Al Cavalier, on behalf of GTC, agreed to Plaintiff's conditions.

17.

The agreement having been reached, GTC dismissed its lawsuit against the Plaintiff. See, Dismissal of Lawsuit, attached hereto as Exhibit "B."

18.

On or about May 1, 2007, GTC directed a survey crew to go to Plaintiff's Land and, despite its agreement, instructed the crew to not to speak with or allow Plaintiff to be present while they worked.

19.

To further intimidate the Plaintiff, GTC procured and paid an off-duty sheriff's deputy to accompany its survey crew and prevent anyone from observing or speaking to its surveyors.

20.

On May 2, 2007 GTC's survey crew and a uniformed and armed sheriff's deputy arrived on Plaintiff's Land.

21.

Byron Freeman, GTC's survey coordinator, was also present to make sure that the sheriff's deputy was in place and was prepared to prevent Plaintiff from observing, approaching or speaking with the surveyors.

22.

The sheriff's deputy posted herself on the public road and activated her emergency lights.

23.

Plaintiff questioned the presence of the Sheriff's Deputy and patrol car on her property and complained that it was embarrassing because it made it look like she had done something wrong.

24.

Thereafter, Plaintiff, in accordance with the above-described agreement, and her right as a landowner under the State and Federal Constitutions, and without knowledge that GTC planned to renege on its agreement and intimidate her, went to speak with the surveyors as they were setting up their equipment on Plaintiff's Land.

25.

The sheriff's deputy intervened to prevent Plaintiff from speaking with the surveyors. Plaintiff said that she intended to "be there all day" and that "it's my land." The sheriff's deputy, acting on instructions from GTC, told Plaintiff that she had to leave.

26.

Plaintiff returned to her residence shocked and shaken at being told to leave her own property despite Al Cavalier's promise that she could watch and speak with the survey crew.

27.

Despite the fact that Plaintiff had done nothing wrong, a short time later two sheriff's deputies arrived at Plaintiff's residence to arrest her. When she opened her door the officers told her to step outside. She offered them a seat on the porch but they declined and said she was under arrest for disorderly conduct.

28.

Plaintiff was shocked and disoriented by the actions of the officers. They asked her to turn around and place her hands behind her back. She pulled her hand back when one of the officers took it. Her hand was jerked behind her and she was placed in handcuffs.

29.

Plaintiff was taken to the Barrow County Detention Center and booked in as a criminal. Her clothing was taken from her and she was sprayed with a “de-licing” agent. Plaintiff was also made to wear a prison uniform, fingerprinted, and photographed.

30.

Plaintiff, who has never been arrested in her life, was completely humiliated and ashamed.

31.

She was placed in a jail cell behind a locked door and held there for several hours before her family was able to obtain her release.

32.

Plaintiff was released from the Barrow County Detention Center only after posting a \$1,000 bond. She was warned that if she again interfered with or tried to contact the GTC survey crew in any way she would be arrested again.

33.

On or about July 10, 2007, all charges against Plaintiff were dismissed. See Plea Conference Memorandum dated July 7, 2007 attached hereto as Exhibit “C”.

COUNT I
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

34.

Plaintiff reasserts and incorporates her averments as set forth in paragraphs 1 through 33 above as if set forth herein.

35.

The foregoing described acts of GTC and its agents, Al Cavalier, and Byron Freeman were intentional, extreme and outrageous, and were intended to and did result in the Plaintiff's severe emotional distress.

36.

As a direct and proximate result of the Defendants' actions, Plaintiff was caused to incur severe and grievous mental and emotional suffering, fright, anguish, shock, nervousness and anxiety.

37.

As a result of their tortuous and illegal actions Defendants are liable to Plaintiff in an amount to be determined at trial.

COUNT II
FALSE ARREST

38.

Plaintiff reasserts and incorporates her averments as set forth in paragraphs 1 through 37 above as if set forth herein.

39.

The foregoing described acts of GTC and its agents, Al Cavalier, and Byron Freeman in procuring the arrest and removal of Plaintiff from her home and property were intentional and calculated.

40.

The officers who arrested Plaintiff had observed the commission of no crime, had no arrest warrant, and acted entirely on the false information supplied by GTC, Byron Freeman, and their agents. The arrest was the predictable and intended result of the situation orchestrated by Al Cavalier and GTC, when GTC reneged on its agreement with Plaintiff.

41.

As a direct and intended result of such actions Plaintiff was arrested and illegally detained.

42.

As a result of their tortuous and illegal actions Defendants are liable to Plaintiff in an amount to be determined at trial.

**COUNT III
BREACH OF CONTRACT**

43.

Plaintiff reasserts and incorporates her averments as set forth in paragraphs 1 through 42 above as if set forth herein

44.

The agreement (hereinafter referred to as "Agreement") between Plaintiff and GTC acting through its agent, Al Cavalier, to allow surveying to be conducted provided that Plaintiff could be present and speak with the surveyors, was the result of a bargained for exchange.

45.

The Agreement reached was supported by consideration.

46.

The Agreement entered on May 2, 2007, constituted a valid and binding contract between GTC, on the one hand, and Plaintiff on the other.

47.

Plaintiff has satisfied all conditions precedent to performance by GTC of its obligations under the Agreement and was entitled to expect full performance by GTC of its obligations thereunder.

48.

GTC breached the Agreement and Plaintiff suffered severe damages as a result.

49.

As a result of GTC's wrongful and illegal actions and breach of the Agreement it is liable to Plaintiff in damages in an amount to be determined at trial.

**COUNT IV
TRESPASS**

50.

Plaintiff reasserts and incorporates her averments as set forth in paragraphs 1 through 49 above as if set forth herein.

51.

GTC's presence on Plaintiff's Land was permissible only in accordance with the Agreement.

52.

GTC exceeded the scope of Plaintiff's consent to their presence when it violated the terms of the Agreement.

53.

GTC continued presence on Plaintiff's Land after its breach of the Agreement constitutes a trespass.

54.

GTC's banishment of the Plaintiff from her yard and her home through threats and intimidation constitutes a trespass.

55.

As a result of its intentional trespass upon and on Plaintiff's Land GTC Defendants are liable to Plaintiff in damages in an amount to be determined at trial.

**COUNT V
PUNITIVE DAMAGES**

56.

Plaintiff reasserts and incorporates her averments as set forth in paragraphs 1 through 55 above as if set forth herein.

57.

Pursuant to O.C.G.A. § 51-12-5(1), Defendants' behavior during the aforementioned events authorizes, by clear and convincing evidence, the imposition of punitive damages in that the Defendants' actions show willful misconduct, malice, fraud, wantonness, oppression, and an entire want of care, which raises the presumption of conscious indifference to consequences.

**COUNTY VI
ATTORNEY'S FEES**

58.

Plaintiff reasserts and incorporates her averments as set forth in paragraphs 1 through 57 above as if set forth herein.

59.

Defendants have acted intentionally and in bad faith with respect to the matters alleged herein.

60.

As a result of the Defendants' conduct, Plaintiff is entitled to recover her costs and expenses incurred, including reasonable attorney's fees, in pursuit of this action.

WHEREFORE, Plaintiff prays as follows:

- (a) For judgment against Defendants in an amount to be determined by a jury;
- (b) That the Court issue a Temporary Restraining Order or Interlocutory Injunction preventing Defendants from entering Plaintiff's land for any reason;
- (c) For recovery herein of Plaintiff's costs and attorney's fees;
- (d) For punitive damages in the amount to be determined by a jury;
- (e) That the Court issue a Rule Nisi and fix a date certain requiring Defendants to show cause why Plaintiff's prayers for temporary relief should not be granted;
- (f) For such other and further relief as the Court deems just and proper.

This 20th day of September, 2007.

Donald C. Evans, Jr., Esq.
Georgia Bar No. 251755
Attorney for Plaintiff

VAUGHAN & EVANS, LLC
117 North Erwin Street
Post Office Box 534
Cartersville, Georgia 30120
(770) 382-4374
(770) 386-4185 fax