

COMPLAINT

COMES NOW, MICHAEL PARKER and files this Complaint against the defendants as follows:

PARTIES

1. Plaintiff, **MICHAEL PARKER** (“Michael” or “Parker”), is a resident of Shelby County, Alabama.

2. Defendant, **JEFFREY THOMPSON** (“Thompson”), is a resident of Jefferson County Alabama. Thompson is sued in his individual capacity.

3. Defendant, **JEFFREY W. BRUMLOW** (“Brumlow”), is a resident of Shelby County Alabama. Brumlow is sued both in his capacity as a director of the Central Alabama Water and in his individual capacity.

3. Defendant, **BILL MORRIS** (“Morris”), is a resident of St. Clair County, Alabama. Morris is sued both in his capacity as a director of the Central Alabama Water and in his individual capacity.

4. Defendant, **THOMAS C. HUDSON, JR.**, (“Hudson”) is a resident of Jefferson County, Alabama. Hudson is sued both in his capacity as a director of the Central Alabama Water and in his individual capacity.

5. Defendant, **PHILLIP R. WIEDMEYER** (“Wiedmeyer”) is a resident of Jefferson County, Alabama. Wiedmeyer is sued both in his capacity as a director of the Central Alabama Water and in his individual capacity.

6. Defendant, **JACK DAVID STANDRIDGE** (“Standridge”) is a resident of Blount County, Alabama. Standridge is sued both in his capacity as a director of the Central Alabama Water and in his individual capacity.

7. Defendants A through Z are those individuals, partnerships, corporations, or other legal entities, that did interfere and/or that did conspire to interfere with the contract and business relationship between the Parker and The Water Works Board of the City of Birmingham (“BWWB”) as more particularly described in the Complaint below.

8. Defendant, Central Alabama Water, d/b/a Central Alabama Water, f/k/a Water Works Board of City of Birmingham (the “BWWB”), is an Alabama public corporation incorporated and existing pursuant to Ala. Code §§ 11-50-230 *et seq.* (1975) as supplemented by Ala. Code §§ 11-50-300 *et seq.* (1975). Pursuant to Ala. Code Section 11-50-235(a)(2), the BWWB is subject to suit as provided herein.

9. Defendants Brumlow, Morris, Hudson, Wiedmeyer, and Standridge are sometimes collectively referred to hereinafter as “Director Defendants.”

10. In addition, all Defendants, together with the fictitious defendants A through Z, are sometimes collectively referred to as the “Defendants.”

JURISDICTION

11. This Court has jurisdiction pursuant to Ala. Code §§ 12-11-30, 12-11-31, and 6-6-220 *et seq.* (1975).

12. Venue is proper before this Court as the Parties “agree that the Birmingham District of the Circuit Court of Jefferson County shall have jurisdiction and venue.”

13. As identified above, pursuant to Ala. Code Section 11-50-235(a)(2), the BWWB is subject to suit. NO CLAIM IS MADE IN THIS LAWSUIT BASED UPON OR ARISING UNDER ANY LAW OR STATUTE OF THE UNITED STATES OF AMERICA. RATHER, ALL CLAIMS ASSERTED HEREIN ARE BASED UPON STATE LAW.

FACTUAL ALLEGATIONS

14. The BWWB provides potable and industrial water for portions of Jefferson, Shelby, Blount, St. Clair, and Walker Counties, as well as twenty-six (26) municipalities located throughout those counties. The BWWB serves nearly one-quarter (1/4) of the population of the State of Alabama. The BWWB employs over 650 individuals. The BWWB has annual revenue in excess of \$238 million. The BWWB has an operating and maintenance budget of over \$143 million and a capital budget of over \$115 million. The BWWB manages and governs a Pension Plan that has hundreds of retired employees and total asset in excess of \$210 million. The BWWB is a highly complex and important entity for the State of Alabama with hundreds of thousands of individuals relying on it for a safe and affordable water supply, thousands of business relying on it for a dependable and affordable water supply, and thousands of individuals relying on it for their income either through employment or retirement.

15. Parker worked at BWWB in various positions from 1988 until 2019 and served as Manager of Customer Support from approximately 2015 until 2019 when he retired. In 2024, he was initially brought back as a consultant and in September 2024 assumed Interim Senior Manager of Customer Care. He agreed to return to the BWWB and endure the rancorous politics and general criticisms associated with his job because he was committed to service as a part of an effort by Parker and fellow BWWB management, Mac Underwood, Barry Williams, and Anitra Clark and others, to provide for and improve resources and quality of water for the ratepayers of Central Alabama.

The 2017 Board

16. On January 1, 2017, the board of directors for the BWWB expanded from a five (5) member board to a nine (9) member board (the “2017 Board”).

17.. During the time that the 2017 Board governed the water system, there was constant controversy. One director was convicted of ethics violations. There was constant fighting between various directors. The 2017 Board chose to not renew the employment agreement of Mac, who was then serving as General Manager of the BWWB.

18. When Parker left the employment of the BWWB in 2019, he left with other members of executive management. These retirements, including Parker's, immediately left a void in the leadership of the three (3) separate divisions of the water system—the Finance and Administration Division, the Engineers and Maintenance Division and the Operations and Technical Services Division. This also left a void in the management of the Customer Service and Billing Departments. This loss of managerial experience and institutional knowledge led to customer and billing problems and complaints between late 2019 and 2024. Defendant Thompson worked as an Assistant General Manager during this time period and was responsible, himself, for problems at BWWB prior to 2024.

The 2021 Board

19. On January 1, 2021, a new nine (9) member Board of Directors was appointed (the “2021 Board”) for the BWWB.

20. From 2021 until 2024, the 2021 Board allowed that group of executive leadership to manage the day-to-day affairs of the BWWB. During this time, the water system began suffering from poor management. There were even more billing and customer service problems and complaints. There was a “vote of no confidence” by the employees of the water system that was directed to the executive managers, including then Assistant General Manager Jeffrey Thompson. Parker and his cohorts, Underwood and Williams, had retired by the time the period of “no confidence” was evident.

21. The members of the 2021 Board began developing a plan to change the executive leadership so as to remove or limit liability issues and potential liability issues being caused by the poor executive management. In the Spring of 2024, the 2021 Board also developed a comprehensive plan to reshape the executive management and to reorganize the operations of the BWWB.

22. From 2019 until 2024, under both the 2017 Board and the 2021 Board, there was a lack of effective executive management at the BWWB. The 2021 Board knew there was a problem and it rehired Parker, in 2024, as interim assistant general manager customer care. When Parker agreed to be rehired, he was in retirement. The 2021 Board knew this. The 2021 Board also hired at least two other former employees—Mac Underwood and Barry Williams—to provide leadership and management of the billing and customer care operations and to correct issues that those departments had been experiencing. The 2021 Board hired a consultant to perform a review of the water system to make organizational changes and to conduct a nationwide search for the next general manager for the water system. The 2021 Board also hired a new public relations firm to assist with news media coverage. Once these changes were in place, the billing and customer problems and complaints stopped, and the employees had renewed trust and respect to the new executive leadership. Parker's efforts were instrumental in effecting these operational and management changes.

The January 2025 Board

23. In January of 2025, another nine (9) member board of directors was appointed (the "2025 Board"). The January 2025 Board consisted of four (4) new directors and five (5) previous directors of the 2021 Board. The January 2025 Board was a well-qualified, strong and diversified group that consisted of professionals with decades of experience: a chairwoman with

a strong infrastructure management background; a vice-chair who had served as the chief financial officer for Shelby County; a retired investment banker with forty (40) years in public finance; a former mayor of one of Jefferson County's largest municipalities; a thirty-year veteran/retiree of the water system; a UAB physician; a professor from Samford University; and, an attorney that had previously represented the BWWB for over twenty-five (25) years prior to joining the water system as a director. The January 2025 Board had the same commitment as the 2021 Board to continue the positive changes to the water system.

24. After conducting a nationwide search for a new general manager, and with the recommendation of a newly retained consultant, the January 2025 Board awarded an extended Employment Agreement to Mac Underwood, the General Manager, and further determined that Parker, was the best person, with the rest of the management team, to continue as a member of the executive management team. Parker worked tirelessly to support Underwood and Williams to correct managerial deficiencies that had developed since 2019 and to lead the water system into the future.

25. Accordingly, this January 2025 Board awarded Parker an Employment Agreement dated as of April 18, 2025. This Agreement was Amended by an Amended Agreement dated as of May 6, 2025. The Employment Agreement Dated April 18, 2025, and the Amended Agreement Dated May 6, 2025, are attached as Exhibits 1 and 2.

There Is No Legitimate Dispute That the January 2025 Board Had Authority To Enter into Agreements Like the Parker Contract

26. There could be no legitimate dispute that the April 2025 and May 2025 contracts between Parker and BWWB are valid. BWWB issued a public statement in connection with a similar lawsuit involving a lawyer, Mark Parnell, who had been hired by this 2025 Board as a

Deputy General Manager. When it settled this similar lawsuit, BWWB issued a joint press release identifying that the Attorney General's Office for the State of Alabama has taken the position that the 2025 Board had full authority to enter into Agreements like this. BWWB actually said that "The Attorney General of Alabama advocates for rate payers at The Water Works Board of the City of Birmingham. The Attorney General's office has indicated that The Water Works Board of the City of Birmingham had the authority to enter into" contracts like Parker's.

27. The form and substance of the Parker Agreement followed the standard form agreement that the BWWB had generally used since at least 1997. Of particular importance, here, are provisions that were agreed upon that awarded a severance payment in the event that Parker's Agreement was terminated before the end of its term. See Ex. 2. First, the Agreement, as amended, states that "the term of this Agreement shall be for a period of twelve (12) months." Ex. 2, at Paragraph 2. Thus, the Agreement, entered into on May 6, 2025, runs from May 2025 until May of 2026. Second, the Agreement, as amended, states that "[i]n the event that the Board decides to terminate this Agreement Parker shall be paid, as full and complete settlement payment, one (1) payment equal to one (1) year of Parker's then base salary. Said severance settlement shall be payable to Parker no later than thirty (30) days following the date this Agreement is terminated." Ex. 2, Paragraph 9.

28. Thus, if the Board terminated Michael's employment, BWWB was required to pay a lump sum amount equal one year of Michael's base salary, plus fees and costs.

Termination of Parker's Agreement by Thompson and the Board

29. As identified, the January 2025 Board had the power and authority and capacity to enter into the Parker Agreement when this action was taken as of May 6, 2025.

30. Ultimately, this Agreement requires payment of severance if Parker's employment was terminated before the end of its term.

31. Thompson was hired as Chief Executive Officer of BWWB on November 20, 2025.

32. Thompson KNEW AT ALL RELEVANT TIMES HERETO THAT Parker had a valid and existing contract with BWWB.

33. Parker was informed by Thompson that he was put on "Administrative Leave" on November 20, 2025, until December 15, 2025.

34. Then, on December 12, 2025, Parker was informed that he was put on indefinite or permanent "Administrative Leave," "until further notice."

35. The Director Defendants voted to hire a new executive management team, replacing all prior executive management, on December 15, 2025. Therefore, since December 15, 2025, Parker has had no job responsibilities with BWWB whatsoever. Indeed, he was replaced by another employee.

36. All office locks for executive management offices, including Parker's office, were changed in December of 2025. Therefore, since December of 2025, Parker has been locked out of his office at BWWB.

37. Parker's internal company email access was terminated in January of 2026.

38. When Parker was placed on administrative leave and locked out of his office, he did not have a chance to remove personal belongings that were in his office. Personal belongings he had left in his office were removed and boxed up and returned to him in February 2026.

39. Parker was specifically excluded from BWWB company-wide email distribution lists, and email messages sent by current executive management to all employees of BWWB have not been sent to or received by Parker since he was placed on administrative leave.

40. Thompson knew of Parker's employment agreement with BWWB and has intentionally and deliberately interfered with this contract and with Parker's employment and business relationship with BWWB, causing harm to Parker.

41. When they voted to replace existing management on December 15, 2025, Defendants effectively terminated Parker's employment with BWWB. Pursuant to his Employment Agreement, Defendants should have caused BWWB to pay Parker his severance benefits, pursuant to his Agreement, within thirty (30) days of that December 15, 2025 date pursuant to the Parker Employment Agreement.

42. Defendants' actions and interference with Parker's job responsibilities, job performance, and ability to perform the duties of his job as Assistant General Manager constitute constructive discharge of Parker's employment, causing damage. They have intentionally interfered with and/or caused BWWB to breach Parker's Contract, causing damage. By failing to pay severance as provided in Parker's Employment Agreement within thirty (30) days of termination of his employment, Defendants have breached and/or have caused BWWB to breach Parker's Employment Agreement, causing damage.

43. Defendants, including the BWWB, have improperly and wrongly and fraudulently labeled the termination of Parker's job as "Administrative Leave" in a wrongful and fraudulent effort to avoid paying Parker the severance that is required to be paid in a lump sum as provided in his contract, causing him damage.

44. The BWWB has breached the Parker Agreement in its entirety.

45. Defendants have conspired together to cause the BWWB to breach the Parker Agreement and otherwise harm Parker.

CAUSES OF ACTION

COUNT I
BREACH OF CONTRACT

46. Parker adopts and incorporates each and every allegation set forth above as if fully set forth herein.

47. Parker performed and/or substantially performed his obligations pursuant to the Parker Agreement.

48. In violation of the specific terms of the Parker Agreement, Thompson, the BWWB and the Director Defendants, without justification, terminated and breached the Parker Agreement. Under the terms of the Parker Agreement, the BWWB and Director Defendants were obligated to make a payment to Parker for the remaining benefits under the Parker Agreement within thirty (30) days of termination. Thompson, the BWWB and Director Defendants have failed to make said payment. Said action or failure to act constitutes a breach of the Parker Agreement.

49. Defendants' wrongdoing has resulted in constructive discharge and thereby breach of the Parker Agreement.

50. As a proximate cause of said breach, Parker has been damaged.

COUNT II
WRONGFUL TERMINATION

51. Parker adopts and incorporates each and every allegation set forth above as if fully set forth herein.

52. Parker was an employee of the BWWB pursuant to an employment agreement.

53. The Parker Agreement provided that Parker would be paid severance if his employment was terminated prior to the end of the term. Parker's employment was terminated prior to the end of its term.

54. Parker was not in breach of any material term or condition of this Agreement nor had Parker been found guilty of a felony by a court of competent jurisdiction.

55. Without having proper cause to do so, Thompson, the BWWB and Director Defendants wrongfully terminated Parker's employment.

56. As a proximate cause of the BWWB and Regional Defendants' actions, Parker has been damaged.

COUNT III
TORTIOUS INTERFERENCE WITH BUSINESS AND
CONTRACTUAL RIGHTS

57. Parker adopts and incorporates each and every allegation set forth above as if fully set forth herein.

58. Thompson, the Director Defendants and the Defendants intentionally, wrongfully, and unlawfully disrupted and interfered with the Parker Agreement and Parker's contractual and business relationship with the BWWB.

59. These Defendants did through their intentional and unlawful wrongdoing disrupt and interfere with the Parker Agreement and Parker's contractual rights and business relationship with the BWWB.

60. As a proximate cause of Thompson's, the Director Defendants' and the Defendants' actions, Parker has been damaged.

COUNT IV
CONSPIRACY TO TORTIOUSLY INTERFERE WITH BUSINESS AND
CONTRACTUAL RIGHTS

61. Parker adopts and incorporates each and every allegation set forth above as if fully set forth herein.

62. Thompson, the Director Defendants and the Defendants conspired to unlawfully disrupt and interfere with the Parker Agreement and Parker's business relationship with the BWWB.

63. The Director Defendants and the Defendants did through their conspiracy unlawfully disrupt and interfere with the Parker Agreement and Parker's business relationship with the BWWB.

64. As a proximate cause of the Regional Defendants' and the Defendants' wrongful conspiracy and intentional and wrongful actions, Parker has been damaged.

COUNT V
FRAUDULENT SUPPRESSION AND/OR MISREPRESENTATION

65. Parker adopts and incorporates each and every allegation set forth above as if fully set forth herein.

66. The BWWB, Thompson, the Director Defendants and the Defendants have fraudulently suppressed and/or misrepresented that the termination of Parker's employment was "Administrative Leave" when, in fact, they terminated Parker, conspired to terminate his employment, and committed fraud to avoid paying his severance benefits as provided in his Employment Agreement. Defendants had knowledge of the falsity and/or reckless disregard for the truth when they made and conspired to make the fraudulent suppression and/or misrepresentation. Further, Defendants conspired to unlawfully disrupt and interfere with the

Parker Agreement and Parker's business relationship with the BWWB and wrongfully and/or fraudulently suppressed their wrongdoing from Parker.

67. Parker justifiably relied on Defendants' fraudulent suppression and/or misrepresentation.

68. Thompson, the BWWB, Director Defendants and the Defendants did through their fraudulent suppression, fraudulent misrepresentation, and wrongful conspiracy unlawfully disrupt and interfere with the Parker Agreement and Parker's business relationship with the BWWB.

69. Thompson, the BWWB, Director Defendants and the Defendants did through their wrongdoing and conspiracy unlawfully and fraudulently suppress from Parker that they were conspiring and planning to terminate and disrupt and interfere with the Parker Agreement and Parker's business relationship with the BWWB.

70. As a proximate cause of the intentional wrongdoing, fraud, suppression and conspiracy of Thompson, the BWWB, Director Defendants' and the Defendants' wrongful actions, Parker has been damaged.

PRAYER FOR RELIEF

WHEREFORE, PREMESIS CONSIDERED, Parker respectfully requests that this Honorable Court enter Judgment in his favor, awarding all compensatory and punitive damages, equitable and injunctive relief, prejudgment and post-judgment interest, attorneys' fees, and costs to which he may be entitled in such amount as may be awarded by a jury. Further, Parker demands such other and such other and further relief to which he may be entitled.

PLAINTIFF DEMANDS TRIAL BY STRUCK JURY

Respectfully submitted this the 20th day of February, 2026.

/s/ John Q. Somerville _____

John Q. Somerville

Attorney for Plaintiff

OF COUNSEL:

Somerville LLC

300 Richard Arrington Blvd North

Suite 710

Birmingham, AL 35203

Phone (205) 871-2183

Cell (205) 807-1984

SERVE DEFENDANTS BY CERTIFIED MAIL:

Jeffrey Thompson
Central Alabama Water
3600 FIRST AVENUE NORTH
BIRMINGHAM, AL 35222

Thomas Hudson Jr.
82 Main Street
Mountain Brook, AL 35213

Jeffrey Brumlow
137 Main Street
Suite 202
Trussville, AL 35173

David Standridge
P.O. Box 76
Hayden, AL 35079

PHILLIP R. WIEDMEYER
1501 Buckhead Trl,
Vestavia Hills, AL, 35216

Bill Morris
8651 Thornton Avenue
Leeds, AL 35094

CENTRAL ALABAMA WATER
C/O Jeffrey Thompson
3600 FIRST AVENUE NORTH
BIRMINGHAM, AL 35222