

Bill Cash

From: Ramsey Prather <Ramsey@butlerwooten.com>
Sent: Tuesday, July 7, 2020 11:39
To: Bill Cash
Cc: Pam Wirt (pcwirt@wirlawfirm.com); John Wirt (jwirt@wirlawfirm.com); Jim Butler; 'Philip Bates'; Nathanson, Paul J.; Haynes, Antonio M.; Kim McCallister
Subject: RE: Sport & Wheat's position on motion

CAUTION: This email message is **EXTERNAL**.

Mr. Cash:

Thank you for your email. Obviously, I'm not going to agree to include the divisive language in your email immediately below in Synovus' motion for leave to file a reply brief. Please promptly let me know whether or not you consent to Plaintiff's motion for leave to file a reply brief without condition. Given the hearing on Thursday, time is of the essence.

Also, Synovus will not be withdrawing its motion to terminate.

Ramsey Prather

From: Bill Cash [mailto:bcash@levinlaw.com]
Sent: Tuesday, July 7, 2020 12:13 PM
To: Ramsey Prather <Ramsey@butlerwooten.com>
Cc: Pam Wirt (pcwirt@wirlawfirm.com) <pcwirt@wirlawfirm.com>; John Wirt (jwirt@wirlawfirm.com) <jwirt@wirlawfirm.com>
Subject: Sport & Wheat's position on motion

Ramsey,

I appreciated the call.

Here's our position on your motion for leave to reply. I would appreciate if you would just cut and paste this.

Sport & Wheat stated as follows: It consents to Synovus filing a reply, so long as the reply is limited to just the issue of whether Synovus can be obligated to pay Sport & Wheat's attorney fees in connection with this motion. Sport & Wheat does not consent to a reply that raises new issues, injects irrelevant material, or is inflammatory.

You mentioned that in developing your reply brief, you are unsure how it's going to go. If you decide there are other issues you think you need to reply on, then call me back and I'll see if I can't consent to that as well.

Regarding our other offer: We maintain that there was no need to file this motion in the first place; we told you that we were going to defer seeking the rest of the 30(b)(6) till later, and maybe never. One of your colleagues then wrote that e-mail about “we decline to engage further with you in this regard” (or whatever it said). Nevertheless, we reiterate: there was no point to this motion. **So:** If you want to withdraw the motion entirely, **and** if the Court then cancels the hearing and does not rule on the motion, then we’ll withdraw our request for fees.

We will insist, however, that both sides approve the filing that withdraws the motion—it should be a joint filing—and it should state that the motion was amicably resolved between the parties with the express intent to avoid a ruling and avoid sanctions on either side.

We would expect that you will meet and confer with us in good faith again in the future, should the court reopen discovery, about having a new deposition. And if we decide to seek that deposition and you don’t agree to it, then we’ll be filing a motion to compel and we may well have to make the same arguments about Rule 30(c) that we did here. We may well have to seek fees at that point and so this offer is contingent on these understandings. I hope we don’t fight over fees, and if it comes to that, you can quote me.

If you don’t want to take your motion down, that is fine too; just know that at the hearing, we will be telling the court that we made this offer today and you declined it.

I will reiterate yet again that I think there is a possibility of good lawyers cutting out the nonsense and being polite with each other. We can disagree about our clients and still walk out of this case as friends—I enjoy my defense friends. And we will see you in other jurisdictions really soon, so it would not kill us to get back on track. I am heartened to hear the same sentiment from you in our call.

Bill Cash III

Shareholder

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