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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TENNESSEE
WESTERN DIVISION

DENNIS MICHAEL PHILIPSON,
Plaintiff,

v.

THE HONORABLE SHERYL H. LIPMAN,
Chief United States District Judge,
Western District of Tennessee,
Defendant.

Case No. _____

COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF

JURISDICTION AND VENUE

1. This is a civil action seeking declaratory relief for violations of the U.S. Constitution and federal law by a federal judicial officer. The Court has subject matter jurisdiction under 28 U.S.C. § 1331, as the claims arise under the Constitution (First and Fifth Amendments) and federal statutes including the Americans with Disabilities Act (“ADA”). Declaratory relief is authorized by the Declaratory Judgment Act, 28 U.S.C. §§ 2201–2202.
2. Venue is proper in the Western District of Tennessee pursuant to 28 U.S.C. § 1331(b). The events giving rise to the claims occurred in this District, during proceedings in Case No. 2:23-cv-02186-SHL-cgc in the U.S. District Court for the Western District of Tennessee. Defendant Sheryl H. Lipman serves in this District as a U.S. District Judge and conducted the relevant proceedings here.
3. Assignment to a different judge is requested for this action. In light of the facts alleged, Plaintiff seeks assignment of this case (and any further proceedings related to the underlying matter) to a judge other than Defendant, to ensure impartial adjudication and to avoid any appearance of bias or conflict. This request is made pursuant to the Court’s inherent authority and 28 U.S.C. § 455, given that the relief sought involves review of Defendant’s own conduct.

PARTIES

4. Plaintiff: Plaintiff Dennis Michael Philipson is a natural person and was the defendant in the underlying civil case Mid-America Apartment Communities, Inc. v. Philipson, No. 2:23-cv-02186-SHL-cgc (W.D. Tenn.). He resides in Virginia. At all relevant times, Plaintiff proceeded pro se in the underlying case. Plaintiff is a former employee of Mid-America Apartment Communities, Inc. (“MAA”) and was involuntarily involved in the proceedings presided over by Defendant. Plaintiff has a medical condition that requires regular medication and accommodation, as described below, making him a “qualified individual with a disability” under the ADA.
5. Defendant: Defendant Sheryl H. Lipman is the Chief United States District Judge for the Western District of Tennessee, Western Division. She was assigned to and presided over Case No. 2:23-cv-02186-SHL-cgc. She is sued in her official capacity for prospective declaratory and injunctive relief. At all times relevant, Defendant acted under color of federal law in the course of the judicial proceedings and related actions described. Defendant’s chambers staff, including her law clerks and other assistants, acted in concert with her and at her direction in the events at issue.

FACTUAL BACKGROUND

6. Plaintiff re-alleges and incorporates by reference all facts in the paragraphs below. This case arises from a pattern of non-judicial acts and constitutional violations committed by Defendant during and after the proceedings in Case No. 2:23-cv-02186-SHL-cgc. Although Defendant presided over that case as a judge, the specific conduct challenged here was outside the scope of normal judicial decision-making, involved extrajudicial activities by Defendant and her staff, or was taken in the clear absence of lawful authority. As such, these acts are not protected by absolute judicial immunity. Plaintiff seeks declaratory relief to address these violations and to restore the integrity of the judicial process going forward.

WHISTLEBLOWER CONTEXT AND JUDICIAL FACILITATION OF RETALIATION

7. Plaintiff alleges that, prior to the filing of the Underlying Case, he engaged in protected whistleblower activity regarding MAA’s suspected misconduct, including submissions to federal regulatory authorities (SEC, DOJ, IRS). These disclosures constituted protected speech and petitioning activity under the First Amendment.
8. Plaintiff alleges that the Underlying Case was utilized not for legitimate trademark adjudication, but as a vehicle to (a) unmask Plaintiff through expedited discovery, and (b) extract documents Plaintiff had provided to regulators. Plaintiff contends

that Defendant Lipman facilitated this improper purpose by authorizing “expedited discovery” and subsequently failing to police—or knowingly ratifying—the alteration of subpoenas (as detailed below) to capture private whistleblower communications outside the scope of the Court’s initial authorization.

9. Plaintiff alleges that Defendant permitted the litigation to "evolve" from a narrow “John Doe” inquiry into a broad inquisitorial proceeding targeting Plaintiff’s protected reporting. By entering protective orders and injunctions that effectively “gagged” Plaintiff from using discovered materials to support his federal reporting, Defendant’s orders operated to chill rights protected by federal whistleblower regimes, including Sarbanes-Oxley (18 U.S.C. § 1514A) and Dodd-Frank (15 U.S.C. § 78u-6(h)(1)).
10. Plaintiff alleges that regarding the “investigative report” MAA claimed existed, Defendant violated due process by accepting MAA’s ex parte characterizations that Plaintiff’s reports were “false” or “fake” without requiring the production of the underlying report or affording Plaintiff a meaningful adversarial opportunity to rebut those characterizations. This refusal to require transparency turned the Court into an unwitting (or, given the conflict of interest, willing) instrument of retaliation.
11. Plaintiff alleges that Defendant’s specific procedural rulings—including the refusal to address the altered subpoenas, the imposition of filing restrictions, and the eventual entry of default without a trial on the merits—were not merely erroneous legal rulings, but systemic violations of the First and Fifth Amendments. These actions actively assisted in suppressing the “public concern” speech embodied in Plaintiff’s whistleblower reports, contrary to the public policy favoring exposure of corporate misconduct.

ALTERED SUBPOENAS AND USE OF OFF-RECORD EVIDENCE

12. The underlying case commenced on April 3, 2023, when MAA filed a complaint against unknown “John Doe” defendants (John Does #1–2) for various claims including Lanham Act and related state-law claims. During this early “John Doe” stage, Defendant authorized MAA to conduct expedited discovery to uncover the identity of the unknown defendants. Specifically, MAA obtained a Rule 45 subpoena directed at Plaintiff (then a non-party) in April 2023, before Plaintiff was named in the lawsuit. At that time, the court record still listed the defendants only as John Does #1 and #2.

13. Plaintiff alleges that the subpoenas issued during this early phase were altered after court authorization, expanding their scope beyond what Defendant had approved. In particular, additional targets and email addresses (including Plaintiff's personal Gmail address) were added to at least one subpoena without further court permission. These alterations went beyond the limited discovery the Court had ostensibly permitted at the ex parte request of MAA. By expanding a subpoena's reach in this manner, MAA's counsel (with the knowledge or complicity of chambers staff) gathered private information unrelated to the narrow purpose of identifying "John Doe." Such unauthorized modifications violated Federal Rule 45 and Plaintiff's right to fair process, as they were effectively ultra vires actions not sanctioned by any judicial order.
14. The materials obtained via these improperly broadened subpoenas were never filed on the docket or disclosed to Plaintiff during the litigation. Off-record evidence was thereby gathered outside the normal discovery process. Nevertheless, upon information and belief, Defendant and her chambers utilized these off-record materials to Plaintiff's detriment. Key decisions – including the entry of default judgment against Plaintiff, the scope of a permanent injunction, and findings supporting contempt sanctions – appear to have been influenced by information gleaned from subpoena returns that were never subjected to adversarial testing or made part of the court record. Use of secret evidence in this manner violated Plaintiff's Fifth Amendment right to due process, which guarantees notice and an opportunity to rebut evidence used by the court to impose liability or punishment.
15. By allowing or failing to prevent such off-record evidence gathering, Defendant stepped outside the role of an impartial adjudicator. The altering of court-approved subpoenas and subsequent reliance on undisclosed material were administrative and investigative acts, not judicial acts. These actions subverted the judicial process and denied Plaintiff a fair trial. They form part of the "fraud on the court" and procedural misconduct that Plaintiff seeks to address through this complaint.
16. Plaintiff further alleges that this subpoena practice and the resulting discovery were used not merely to identify a "John Doe," but to locate, extract, and weaponize whistleblower-related communications and evidence, including materials Plaintiff had provided to federal authorities or intended to provide under protected reporting regimes.

**PROTECTIVE ORDERS, INJUNCTIONS, TRIAL CANCELLATION, AND SERVICE
IRREGULARITIES USED TO SILENCE AND CONTROL THE RECORD**

18. Plaintiff alleges that MAA sought a broad protective order early in the case, and Plaintiff opposed it on multiple grounds including that it would impair whistleblower rights, impede his ability to pursue retaliation claims, and restrict the ability to provide information and testimony relating to securities, accounting, tax, and antitrust concerns covered by federal whistleblower protections.
19. Plaintiff alleges that, despite his opposition and refusal to stipulate to the proposed “agreement,” the Court entered and enforced a protective order regime against him, including confidentiality and use restrictions that functioned as a gag and impeded protected reporting and litigation activity.
20. Plaintiff further alleges that the Court entered other injunction-type restraints in the Underlying Case that operated to silence Plaintiff and restrict his ability to communicate about the case, communicate with relevant persons, and preserve and present evidence.
21. Plaintiff alleges that the Court canceled or bypassed a merits trial and proceeded to default and damages determinations without the evidentiary adjudication required for a fair resolution of disputed facts, including facts tied to altered subpoenas, whistleblower-related discovery, and motive.
22. Plaintiff alleges that around the relevant period, the docket reflected certified mail or similar service as “sent,” but no receipt or proof of delivery was docketed, and Plaintiff did not receive actual notice consistent with due process. Plaintiff alleges these service irregularities were used to accelerate default, suppress his defenses, and later justify coercive enforcement.
23. Plaintiff alleges that the combination of protective order enforcement, injunctive restraints, trial cancellation/default procedures, and service irregularities operated as a coordinated mechanism to manufacture a result, suppress whistleblower-protected activity, and foreclose record transparency.

LAW CLERK’S CONFLICT OF INTEREST AND FAILURE TO RECUSE

24. After Plaintiff was named as the defendant in the case (via an Amended Complaint on June 13, 2023), the litigation intensified. During the course of proceedings, Plaintiff discovered a structural conflict of interest involving Defendant’s chambers. In particular, one of Defendant’s law clerks, Mr. Michael Kapellas, had previously been employed by the law firm representing MAA (Bass, Berry & Sims PLC). This fact was verified by the law clerk’s professional history and was known to Defendant. Plaintiff grew concerned that Mr. Kapellas – who had an association with the

opposing party's counsel – was substantially involved in drafting the Court's orders and influencing decisions in MAA's favor.

25. On or about June 13, 2024, Plaintiff raised this issue formally. He submitted affidavits and a written notice to the Court detailing the potential conflict of interest and requesting Defendant's recusal pursuant to 28 U.S.C. §§ 455 and 144. Plaintiff's submission noted that under the American Bar Association Model Rules of Professional Conduct, and their Tennessee equivalents, judicial staff should avoid participation in matters where a prior affiliation could create an appearance of bias. Given Mr. Kapellas's prior employment with MAA's law firm, Plaintiff urged that the integrity of the proceedings required an impartial judge and staff with no such ties. Plaintiff filed a sworn affidavit under 28 U.S.C. § 144 attesting to his belief that he could not obtain a fair hearing due to the bias introduced by this conflict.
26. In response, Defendant failed to recuse herself or take any remedial action. Instead, on June 21, 2024, she issued a written order denying that any conflict or bias existed (ECF No. 103). Defendant's order acknowledged that her law clerk had worked for Bass, Berry & Sims PLC (MAA's counsel) but concluded that this did not warrant recusal. Citing 28 U.S.C. § 455, which mandates disqualification whenever a judge's impartiality "might reasonably be questioned," Defendant nevertheless held that "there are not grounds to do so" and that a reasonable person would not question her impartiality under these circumstances. She summarily denied Plaintiff's recusal request, effectively brushing aside the concerns raised under §§ 455 and 144.
27. Plaintiff alleges that this refusal to recuse was a violation of federal law and his due process rights. By statute, once a party files a timely and sufficient affidavit of personal bias under 28 U.S.C. § 144, the judge against whom it is filed must cease further involvement and the matter should be transferred to another judge for evaluation. Here, Plaintiff presented a detailed affidavit and evidence of a "structural bias" – the presence of a court employee with loyalties (past or present) to Plaintiff's litigation adversary. Rather than refer the question to a neutral judge as required, Defendant kept the matter in her own courtroom and ruled on her own impartiality. This action contravened § 144 and § 455, depriving Plaintiff of the statutory safeguard of an impartial forum. It also violated Plaintiff's Fifth Amendment right to a tribunal free from reasonable suspicion of bias. A litigant's right to an impartial judge is a fundamental component of due process, and Defendant's failure to recuse under these circumstances infringed that right.

28. Moreover, Plaintiff asserts that subsequent events confirmed his fears: multiple adverse rulings issued by Defendant bore indicia of Mr. Kapellas's involvement and bias. The tone and content of certain orders closely mirrored arguments and style characteristic of MAA's counsel, leading Plaintiff to believe the conflicted clerk was substantially authoring the Court's decisions. The appearance of partiality was thus amplified rather than dispelled. By insisting on presiding despite the conflict, Defendant not only violated recusal standards but also acted outside the color of her judicial authority, tainting all further proceedings with an intolerable risk of bias.

DENIAL OF IMPARTIAL ADJUDICATION OF RULE 60(b) MOTION

29. In early 2024, Defendant entered a default judgment and permanent injunction against Plaintiff, finding him liable to MAA. (A Default Judgment was entered after Plaintiff, believing the process was irreparably biased, did not further respond; additionally, Defendant found Plaintiff in contempt for failing to comply with certain pre-judgment orders.) Final judgment was entered in the case in or around spring 2024. Plaintiff's attempts to obtain relief in the Sixth Circuit were unsuccessful, as the appellate court initially affirmed the judgment (though Plaintiff contends the appellate review was itself hampered by the incomplete record and the bias below).

30. In 2025, Plaintiff sought to reopen or set aside the judgment by filing a Motion for Relief from Judgment under Federal Rule of Civil Procedure 60(b). On May 19, 2025, Plaintiff filed a Rule 60(b)(6) and 60(d)(3) motion (ECF No. 186 in the case) asserting that the judgment was obtained through fraud, misconduct, and other extraordinary circumstances. Critically, this motion placed at issue the conduct of Defendant and her staff. Plaintiff argued that the bias, conflict of interest, and off-record evidence described above amounted to fraud on the court (Rule 60(d)(3)) and warranted vacatur of the judgment in the interest of justice (Rule 60(b)(6)). Because the motion challenged actions in which Defendant herself was implicated, Plaintiff formally requested that the Rule 60 motion be assigned to a different judge for independent adjudication. In his filing, Plaintiff invoked 28 U.S.C. §§ 455 and 144 again, asking that the motion be referred away from Defendant (he attached a supporting affidavit, ECF No. 186-2).

31. Defendant refused to allow any other judge to review the Rule 60(b) motion. Instead, she kept the motion on her own docket and proceeded to rule on it herself – effectively judging her own case. On June 25, 2025, Defendant issued an order denying Plaintiff's request for recusal or referral of the motion and simultaneously denying the Rule 60(b) relief on the merits (ECF No. 201). In that order, Defendant again pronounced that there was no basis for her disqualification under 28 U.S.C. §§

144 or 455, thus shielding her conduct from any independent scrutiny. By dismissing the allegations of fraud and bias out of hand, she ensured that no other judicial officer would review the serious charges raised by Plaintiff.

32. Defendant's refusal to permit impartial adjudication of the Rule 60(b) motion compounded the due process violations. A Rule 60(b) motion, especially one alleging fraud on the court, implicates the integrity of the judicial process and often warrants careful consideration by a judge who is not touched by the alleged misconduct. Here, Defendant had an evident personal stake in the outcome – the motion accused her and her staff of wrongdoing. Fundamental fairness (as well as common practice) dictates that such a motion be heard by a neutral judge. Instead, by unilaterally denying relief, Defendant acted as a judge in her own cause, contravening one of the oldest tenets of natural justice. Plaintiff was thus denied any meaningful opportunity to have his allegations heard and the judgment reviewed by an impartial tribunal. This act of retaining the case was administrative and self-interested, rather than a legitimate judicial function, stripping Plaintiff of his right to a neutral decision-maker.
33. The consequence of Defendant's actions is that the tainted judgment and orders remain in place without ever having received an independent evaluation. By "locking the courthouse doors" to Plaintiff's Rule 60(b) motion, Defendant not only violated Plaintiff's due process rights but stepped outside her proper adjudicative role. These actions were non-judicial in nature, as they served only to insulate Defendant from accountability rather than to fairly adjudicate a dispute between parties.

**COERCIVE CONTEMPT INCARCERATION AND EXTRAJUDICIAL SETTLEMENT PRESSURE
(NO EXECUTED AGREEMENT; ASSENT RESCINDED AFTER RELEASE)**

34. Following the entry of judgment, MAA undertook efforts to enforce the judgment and injunction. When Plaintiff did not fully comply with post-judgment orders (for example, orders to answer discovery in aid of execution, to cease certain online activities, or to pay amounts ordered), Defendant escalated to contempt proceedings. By mid-2025, Defendant issued a civil contempt order and a warrant was authorized for Plaintiff's arrest. Plaintiff was taken into custody by U.S. Marshals in July 2025 on Defendant's order, with the goal of coercing his compliance with the court's outstanding directives. Plaintiff was detained at the William G. Truesdale Detention Center (Alexandria City Jail) in Alexandria, Virginia, as he was apprehended in that jurisdiction.

35. While Plaintiff was incarcerated on civil contempt, extraordinary events occurred outside the courtroom and off the record. Defendant's chambers staff – acting in coordination with MAA's counsel – engaged in direct communications with Plaintiff's family to broker a deal for Plaintiff's release. In particular, on or about July 27, 2025, MAA's counsel and a member of Defendant's chambers had a joint phone call with Plaintiff's wife (who was in Virginia). During this call, they pressured Plaintiff's wife to agree to certain conditions in exchange for Plaintiff's freedom. They informed her that if specific terms were met – including a proposed payment of \$5,000 to MAA and the signing of a broad non-disparagement or "no-harassment" agreement – Defendant would arrange for Plaintiff to be released from jail. This communication was made outside any formal court proceeding, essentially amounting to an extrajudicial settlement negotiation orchestrated by the judge's staff under the threat of continued incarceration.
36. Plaintiff's wife, desperate to secure his release and alarmed by the conditions of his confinement, felt compelled to acquiesce. The coercive message was clear: Plaintiff would remain jailed indefinitely unless his family paid money and he surrendered certain rights (namely, his right to speak or publish information about MAA or the court, via the proposed non-disparagement clause). This demand had no lawful basis in any prior court order; it was effectively ransom set by chambers staff and opposing counsel. Plaintiff's wife contemporaneously recorded portions of these communications, capturing the nature of the pressure applied.
37. Shortly after the call, on July 28, 2025, MAA filed a "Notice of Settlement Terms" (ECF No. 219) reflecting some of the conditions conveyed in the call. That same day, Defendant issued an order directing Plaintiff's immediate release from custody (ECF No. 220). The release order explicitly noted that the parties had informed the Court of a conditional settlement and outlined conditions for release and compliance.
38. Plaintiff did not execute or sign any settlement agreement. Plaintiff alleges that while he was jailed and under duress, he (and/or his wife acting on his behalf) communicated a provisional assent in principle to secure release, based on assurances that release would follow once "agreement" was communicated. Plaintiff alleges that after he was released and able to review the written draft and the circumstances of coercion, he promptly rescinded and refused to execute the proposed agreement. Plaintiff alleges that any suggestion that a final, binding settlement was consummated is inaccurate because no written agreement was executed and any assent was withdrawn after release.

39. The above conduct was wholly outside the legitimate role of a judge or her staff. A judge may properly impose contempt sanctions through formal proceedings, but may not privately negotiate the terms of release or settlement with one party's counsel, let alone condition release on payment and silence. The involvement of Defendant's chambers in these coercive dealings was an extrajudicial act that overstepped judicial authority. It leveraged Plaintiff's liberty to extract concessions unrelated to the court's contempt finding (for example, requiring a gag-style settlement regime not imposed by judicial finding after hearing). Such actions violate due process; Plaintiff was effectively coerced into a settlement-in-principle under duress of imprisonment, without counsel, and outside open court.
40. Plaintiff contends that this sequence of events infringed on his constitutional rights. His Fifth Amendment rights were violated because he was deprived of liberty (through continued confinement) until he agreed to terms that were neither reviewed by a neutral magistrate nor part of any adjudicative process. The First Amendment was likewise implicated (as discussed further below) by the demand for a proposed non-disparagement commitment extracted as the price of liberty. These acts were investigatory or administrative – essentially acting as a jailer and mediator – rather than judicial. No immunity can attach to such unauthorized behavior. Plaintiff highlights that at the time of these events, Defendant had no pending motion or case justifying these communications; the proper forum for any settlement was a public proceeding with Plaintiff's participation, not a clandestine call between chambers and a litigant's spouse.
41. In summary, Defendant, through her staff, used the threat of indefinite incarceration to achieve what should be impermissible: a private settlement effort on terms favorable to MAA and protective of Defendant's and MAA's interests. This was a profound abuse of power that shocks the conscience and falls outside any normal adjudicative function of a judge.

FILING RESTRICTIONS AND DOCKET CENSORSHIP

42. Once released, Plaintiff sought to bring to light the improper conduct that had transpired. He attempted to file on the court's docket evidence of the coercive communications and other materials (including the audio recording of the chambers-counsel call) in order to support further motions or to alert the judiciary to possible misconduct. Rather than allow the record to be corrected or supplemented with this information, Defendant moved aggressively to censor Plaintiff's filings and restrain his access to the Court.

43. On October 17, 2025, Defendant entered an order (ECF No. 310) denying Plaintiff leave to file his audio and video evidence on the public docket. In that order, Defendant imposed sweeping filing restrictions on Plaintiff. She announced, in substance, that going forward Plaintiff could not file documents unless they were in support of or in opposition to a motion already pending, and that to file any motion he must first obtain the Court's permission.
44. A few days later, when Plaintiff nonetheless tried to file certain notices and evidence (presumably relating to the coercion and other grievances), Defendant enforced her new restrictions. On October 22, 2025, she issued an "Order Directing Clerk to Not File Submissions on the Docket" (ECF No. 312). Defendant expressly instructed the Clerk of Court to refuse any further filings from Plaintiff that did not meet her narrow criteria. The Clerk thereafter returned or discarded Plaintiff's attempted filings (including, on information and belief, the audio recording file and a written narrative of the extrajudicial settlement coercion).
45. The combined effect of ECF 310 and ECF 312 (hereinafter the "filing injunctions") was to place Plaintiff under a de facto filing ban in his own case. He was barred from placing into the record crucial evidence and first-hand accounts of misconduct. Additionally, one of these orders specifically denied him leave to file native audio/video evidence – an unusual restriction which appears tailored to suppress the recorded proof of the chambers-counsel phone call. These orders also warned that any future filings would require prior court permission, chilling Plaintiff's exercise of his rights.
46. Plaintiff alleges that these filing restrictions are unconstitutional prior restraints on his First Amendment right to petition the government (access the courts) and to free speech. Litigants have a right to inform the court of relevant facts and to seek relief; by arbitrarily muzzling Plaintiff, Defendant prevented him from engaging in protected petitioning activity. The content-based nature of the censorship (targeting his attempt to expose wrongdoing by the court and opposing counsel) is particularly egregious. Moreover, the orders were entered without any notice or opportunity for Plaintiff to be heard in opposition.
47. The docket censorship extended to the point that even Plaintiff's appeals or post-judgment motions became difficult to pursue, since he could not freely file supporting documents. Defendant's orders (ECF 310 and 312) are an unlawful restraint on court access. They violate the First Amendment (right to petition and speak about judicial proceedings) as well as Plaintiff's Fifth Amendment right to due process, as they deprive him of a forum to fully air his claims. Plaintiff seeks a

declaratory judgment that these filing injunction orders are null and void, as further detailed below.

48. Importantly, imposing such filing restrictions is not a normal judicial act in the context at hand. While courts have inherent power to manage filings, the use of that power here – to preclude a party from filing evidence of alleged judicial misconduct – is a gross abuse. It served Defendant’s personal interests and was taken in clear absence of the impartiality required of a judge. As such, issuing and enforcing these censorship orders were non-judicial acts or, at minimum, acts taken in the absence of jurisdiction (since no valid judicial purpose was served). They therefore do not enjoy immunity and are properly subject to review in this proceeding.

ADA VIOLATIONS AND INHUMANE JAIL CONDITIONS

49. During Plaintiff’s civil contempt incarceration (July 22–28, 2025) at the Alexandria detention facility, he was subjected to inhumane conditions and denied basic accommodations, in violation of his rights under the Constitution and the Americans with Disabilities Act. Plaintiff has a medical condition that requires daily medication and certain accommodations (for instance, access to clean drinking water and the ability to write or communicate to the outside world). These needs were not met while he was jailed pursuant to Defendant’s order.

50. Plaintiff was denied access to his prescription medications for the duration of his custody, causing him physical pain and mental distress. Despite jail intake being made aware of his conditions, no proper medical care was provided. Additionally, Plaintiff was held in a cell without regular access to potable water and basic sanitation, leading to dehydration and illness. He requested writing materials to draft legal pleadings or at least to communicate with the court or counsel, but jail staff (acting under the auspices of a federal contempt hold) refused, leaving him effectively unable to petition the court or prepare a defense while confined.

51. These conditions were exacerbated by Defendant’s failure to put in place any safeguards for a contemnor with a disability or health issues. Notably, prior to his incarceration, Plaintiff had informed the Court of his health concerns. Plaintiff requested disability accommodations and guidance on how to obtain them, due to the difficulty he had in physically traveling to Tennessee and participating under standard procedures. Defendant did not meaningfully act on those requests and later made no provision for Plaintiff’s medical or disability needs when ordering incarceration.

52. The denial of medication and basic humane treatment violates the Fifth Amendment's due process clause (applicable to federal actors). As a civil contemnor (essentially a pre-trial detainee), Plaintiff was entitled to conditions of confinement that were not punitive or grossly deficient. Yet he was treated with deliberate indifference to his serious medical needs and well-being, conduct that would violate even the Eighth Amendment standard for convicted prisoners. The fact that Plaintiff's jailers withheld the tools he needed to access the courts (pen, paper, or communication) and that Defendant's own filing injunction prevented him from alerting the court to these hardships, compounds the due process injury.
53. Furthermore, Plaintiff asserts that these actions violated Title II of the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act. Title II of the ADA mandates that public entities (including local jails and, by extension, the judicial officers who utilize them) not discriminate against qualified individuals with disabilities or exclude them from participation in services due to disability. By incarcerating Plaintiff without ensuring he had access to his necessary medication and accommodations, Defendant effectively placed Plaintiff in a situation where he was denied the benefits of the detention facility's medical services because of his disability (or at least with deliberate indifference to it). Moreover, by failing to act on accommodation requests, Defendant failed to carry out the reasonable steps required to accommodate a litigant's disability in the judicial process.
54. The conditions of Plaintiff's confinement, though occurring in Alexandria, were a direct result of Defendant's order and oversight. She had the authority and obligation to ensure that a civil contempt sanction did not become a form of cruel punishment. Her failure to inquire into or mitigate the effects of incarceration on Plaintiff's health and rights makes her responsible for the resulting ADA and constitutional violations. These omissions are non-judicial in nature to the extent that providing humane treatment and accommodation is an administrative duty, not a discretionary judicial decision. In any event, no immunity would shield a judge for knowingly allowing or causing discriminatory, unlawful conditions. Plaintiff was effectively held under intolerable conditions without due process, in a manner that shocks the conscience and violates contemporary standards of decency.
55. In sum, the factual pattern described above demonstrates a course of conduct by Defendant that veered far outside the bounds of her judicial role. Defendant and her agents engaged in or enabled: (a) extra-record investigative acts (altering subpoenas, gathering secret evidence), (b) self-interested adjudication (refusing recusal and independent review of her conduct), (c) coercive extra-judicial dealings

(using imprisonment to force settlement terms), (d) censorship of court filings to cover up misconduct, (e) use of protective orders and injunctive mechanisms to silence and suppress protected reporting, and (f) disregard for Plaintiff's basic rights and needs while under color of judicial custody. Each category of conduct was either a non-judicial act or taken in the complete absence of legitimate jurisdiction, meaning Defendant cannot invoke absolute judicial immunity to avoid accountability. Plaintiff now sets forth specific causes of action arising from these facts, to obtain declaratory relief and ensure that such abuses are recognized and remedied.

CAUSES OF ACTION

Plaintiff realleges and incorporates by reference all the above paragraphs as though fully set forth under each count below. For each claim, Plaintiff emphasizes that Defendant's actions were undertaken under color of federal law and outside her lawful judicial capacity, rendering her unprotected by judicial immunity.

COUNT I – FIFTH AMENDMENT (DENIAL OF IMPARTIAL TRIBUNAL AND VIOLATION OF RECUSAL STATUTES)

56. Impartial Judge Free of Conflict: The Fifth Amendment's Due Process Clause guarantees every litigant the right to a fair proceeding before an impartial tribunal. Plaintiff was denied this right by Defendant's refusal to recuse herself despite a clear conflict of interest involving her judicial chambers. Defendant's law clerk had a prior professional affiliation with the law firm representing Plaintiff's adversary, creating at minimum an appearance of bias that "might reasonably be questioned" under 28 U.S.C. § 455(a). In addition, Plaintiff timely filed a detailed affidavit asserting personal bias under 28 U.S.C. § 144, which by law should have resulted in a transfer of the matter to another judge for determination. Defendant disregarded these legal mandates and continued to preside over the case in violation of §§ 144 and 455.

57. Violation of 28 U.S.C. §§ 455 and 144: Defendant's failure to recuse, and her decision to rule on her own alleged bias, violated federal recusal statutes designed to protect litigants' due process rights. Section 455 imposed a duty on Defendant to disqualify herself once her impartiality could be reasonably questioned. Plaintiff's evidence regarding law clerk Kapellas's connection to Bass, Berry & Sims was sufficient to trigger disqualification – a fact underscored by the unusual circumstance of a court staff member potentially influencing a case involving his former employer. By insisting "there are not grounds" for recusal and denying

Plaintiff's request, Defendant violated the plain text and spirit of § 455. Likewise, under § 144, once Plaintiff filed his affidavit of bias, Defendant had no authority to proceed to judge the merits of her own bias – the statute required cessation of her involvement except to permit another judge to evaluate the affidavit. Her refusal to follow this procedure nullified Plaintiff's statutory right and is an independent breach of law.

58. Due Process Violation – Structural Bias: Defendant's actions resulted in structural bias infecting the entire case. A law clerk who had loyalty (or the appearance thereof) to one side's law firm presents a structural conflict that ordinary appellate review cannot cure. By keeping such a clerk involved in the case (drafting orders, advising the judge) and by herself remaining at the helm despite the conflict, Defendant denied Plaintiff a neutral decision-maker. The Supreme Court has long held that even the appearance of bias or possible temptation for bias offends due process. Here, the risk of bias was not speculative – Plaintiff experienced a pattern of one-sided rulings and language in orders that suggested extrajudicial influence. This violates the Fifth Amendment. A litigant should not have to labor under the reasonable belief that the cards are stacked against him due to undisclosed relationships behind the bench.
59. Judicial Immunity Does Not Apply: In undertaking to judge a matter where she was disqualified by law, Defendant acted without jurisdiction and outside her judicial capacity. When a statute (like § 144) explicitly forbids a judge from proceeding further, any continuation is ultra vires. Thus, Defendant cannot claim her recusal decisions (or lack thereof) were normal judicial acts – they were forbidden acts. The law is clear that a judge is not immune for actions taken in the complete absence of all jurisdiction. By violating § 144, Defendant relinquished jurisdiction over the case, rendering subsequent orders void or voidable. Plaintiff seeks a declaratory judgment to that effect: that Defendant's failure to recuse violated his due process rights and federal law, and that any orders entered by Defendant in Case No. 2:23-cv-02186 after the point of disqualification are null and void. This includes, but is not limited to, the default judgment, the permanent injunction, and any contempt orders that flowed from the tainted proceedings.
60. Relief Sought (Count I): Plaintiff requests that this Court (a) declare that Defendant's refusal to recuse and failure to refer Plaintiff's bias motion to another judge violated Plaintiff's Fifth Amendment right to an impartial tribunal, as well as 28 U.S.C. §§ 144 and 455; (b) declare that, as a result, Defendant's continued exercise of jurisdiction in the underlying case was improper, and her orders entered in violation of these

statutes are void or should be vacated; and (c) issue appropriate injunctive relief or mandates to ensure that any further proceedings related to Plaintiff's dispute with MAA be handled by an unbiased judge in compliance with recusal requirements.

COUNT II – FIFTH AMENDMENT (DUE PROCESS – ABUSE OF POWER, EXTRAJUDICIAL CONDUCT, AND FRAUD ON THE COURT)

61. Fundamental Unfairness and Fraud on the Court: Defendant's cumulative actions described above – including the alteration of subpoenas, use of secret evidence, coercive settlement tactics, protective-order and injunctive silencing mechanisms, and self-interested retention of a Rule 60 motion – amount to a grave abuse of judicial power that violated Plaintiff's Fifth Amendment right to due process of law. Individually and collectively, these acts deprived Plaintiff of the basic fairness and integrity that the judicial process is supposed to afford. The concept of "fraud on the court" encompasses egregious misconduct by a party or by the court that defiles the court's impartiality and ability to adjudicate justly. Here, Defendant's conduct, in concert with MAA's counsel, perpetrated a fraud on the court itself and on the administration of justice, to Plaintiff's extreme prejudice.
62. Altered Subpoenas & Secret Evidence (Due Process Violation): As alleged, subpoenas were improperly broadened after being approved, and evidence was obtained off the record. Plaintiff had no chance to contest or even see this material, yet it influenced judicial outcomes. The ex parte procurement and consideration of evidence violates due process, which requires adversarial proceedings and transparency. By basing decisions (like default judgment or scope of injunction) on information outside the court file, Defendant denied Plaintiff notice of what was being held against him and an opportunity to rebut it. This is fundamentally unfair and unconstitutional. It is also misconduct by the court: a judge permitting a one-sided communication or evidence submission is engaging in an impermissible ex parte act. Such conduct voids any resulting order. Plaintiff's right to be heard – audi alteram partem – was trampled by these clandestine evidentiary uses.
63. Coercive Incarceration and Settlement (Due Process Violation): Defendant's role in using civil contempt not for coercing compliance with a specific court order, but to coerce a global settlement under duress, is an extraordinary abuse of process. Civil contempt is intended to compel a recalcitrant party to do something within their power (e.g., pay a fine, turn over documents) for the benefit of the litigation at hand –

it is not a tool to extract unrelated concessions or enforce a private agreement. By holding Plaintiff in jail until he (through his family) agreed in principle under duress to proposed payment and proposed non-disparagement terms, Defendant acted outside any lawful judicial purpose. This conduct violated substantive due process by imposing a deprivation of liberty for an improper objective. It shocks the conscience that a judge would, in essence, force a litigant to settle a case and waive rights under threat of indefinite imprisonment.

64. Additionally, the manner in which the “deal” was done lacked procedural due process: no hearing, no counsel, no opportunity for Plaintiff to be present or speak on his own behalf. It was all done behind closed doors. This is the antithesis of due process. Plaintiff’s jailing was effectively extended (or its end conditioned) without any formal court proceeding or findings. In constitutional terms, Defendant, acting through her staff and in concert with MAA, deprived Plaintiff of liberty and property without due process of law. The demand for \$5,000 and the proposed gag/non-disparagement provisions implicated property and First Amendment interests – none of which were afforded constitutional safeguards, and none of which culminated in an executed agreement because Plaintiff rescinded after release.
65. Pattern of Bias and Self-Dealing: The above actions, combined with Defendant’s refusal to allow independent review (Count I) and her censorship of filings (next Count), exhibit a pattern of self-dealing. Defendant consistently acted to protect her own interests (avoiding recusal, covering up misconduct, silencing criticism) at the expense of Plaintiff’s rights. This pattern demonstrates a deep-seated favoritism or antagonism that makes fair judgment impossible – another due process violation in its own right.
66. Non-Judicial Nature of Conduct: Virtually all the misconduct in this Count was extrajudicial. Altering subpoenas and gathering evidence in secret is more akin to an investigative or prosecutorial action than a judicial one. Covertly negotiating a settlement is a private mediation/advocacy role, not a judicial function – particularly when done by staff without the presence of both parties. Using contempt to achieve ends outside the four corners of court orders is a perversion of the contempt power. And directing a spouse to pay money or sign an agreement is wholly outside a judge’s authority. These acts were not undertaken in any courtroom setting or as part of adjudicating motions; they were undertaken in hallways, phone calls, and in the recesses of chambers, in the clear absence of judicial jurisdiction or procedural framework. Therefore, Defendant cannot claim immunity or that she was simply

performing her duties – she abandoned the neutral arbiter role and became an interested actor.

67. Injury to Plaintiff: As a direct result of Defendant's due process violations and abuses of power, Plaintiff suffered severe injuries. He was subjected to an overly broad permanent injunction and contempt findings without a fair chance to defend, lost liberty (incarceration) unjustly, suffered physical and medical harms from conditions of confinement, and was subjected to coercive settlement demands and threats designed to silence him and suppress protected reporting. The integrity of the legal process in his case was destroyed, leaving him with a judgment and orders of questionable legitimacy that continue to affect his life. These are concrete harms flowing from Defendant's unconstitutional acts.

68. Relief Sought (Count II): Plaintiff requests that this Court declare that Defendant's actions described in Count II violated the Fifth Amendment. Specifically, Plaintiff seeks a declaration that: (a) Defendant's alteration or allowance of altered subpoenas and reliance on off-record evidence constituted a denial of due process; (b) Defendant's actions in jailing Plaintiff and orchestrating an extrajudicial settlement effort under threat violated due process and were beyond her lawful authority; and (c) as a result, any attempt to treat the proposed gag/non-disparagement settlement regime as binding is unenforceable and void because it was never executed and any assent was rescinded after release. Plaintiff further seeks an order rescinding or enjoining enforcement of any gag-style restraints asserted through coercion and any contempt or sanction that was improperly obtained. Plaintiff also prays for any other relief necessary to restore him to the position he would have been in had due process been observed – including potential vacatur of the default judgment and a reopening of the case before a new judge, should the Court deem it appropriate under its declaratory powers or Rule 60(d)(3) (independent action to set aside for fraud on the court).

COUNT III – FIRST AMENDMENT (RIGHT OF ACCESS TO COURTS AND FREEDOM OF SPEECH)

69. Court Access – Right to Petition: The First Amendment protects the right “to petition the Government for a redress of grievances,” which encompasses a citizen's right of access to the courts. Plaintiff's ability to petition the judiciary was unjustifiably curtailed by Defendant's issuance of filing bans and prior restraints (Orders ECF 310 and 312). After his release from contempt custody, Plaintiff had legitimate grievances to present to the court – including evidence of unethical conduct and motions for relief. By flatly prohibiting Plaintiff from filing anything not tied to an

existing motion, and by instructing the Clerk to refuse docketing of Plaintiff's submissions, Defendant erected a barrier between Plaintiff and the court. This filing injunction prevented Plaintiff from exercising his First Amendment right to seek redress and to participate meaningfully in ongoing proceedings.

70. Content-Based Prior Restraint: The nature of Defendant's restriction was content-based and retaliatory. It specifically targeted the content of Plaintiff's intended filings – notably, audio/video evidence and written accounts alleging misconduct by court personnel and opposing counsel. Defendant denied leave to file these materials solely because of their content (sensitive information implicating the court), not because of any neutral rule (such as page limits or format). This is a classic prior restraint, presumptively unconstitutional under the First Amendment. The effect was to silence Plaintiff's criticisms and evidence before they could even be heard – an egregious form of censorship by a government official.
71. Retaliation for Protected Speech and Protected Reporting: Defendant's actions can be seen as retaliation. Plaintiff attempted to expose wrongdoing (speech on a matter of public concern – judicial integrity and whistleblower retaliation) and in response, Defendant punished that speech by forbidding it from entering the record. Retaliating against an individual for attempting to speak about or report official misconduct violates the First Amendment. A reasonable inference is that Defendant imposed the filing ban not for any legitimate case-management reason, but to stifle Plaintiff's protected petitioning and whistleblowing of what happened during his contempt incarceration and during the subpoena/record irregularities. Even if Defendant disagreed with Plaintiff's accusations, the remedy was not to censor him, but to allow the truth to come out through normal judicial process.
72. Proposed Non-Disparagement Provisions – Prior Restraint on Speech: The proposed non-disparagement provisions that Defendant's staff and MAA's counsel demanded as a condition of Plaintiff's release, and any later effort to treat Plaintiff as bound to such a gag regime, constitute an unconstitutional prior restraint. Plaintiff agreed in principle only under extreme duress while jailed and then rescinded after release and refused to execute the written agreement. The demand itself, tied to liberty, was state action under color of law and was intended to silence speech about MAA, its counsel, and court personnel. It violates the First Amendment because it suppresses criticism and truthful speech to shield those in power from accountability.
73. Chilling Effect on Court Access: Defendant's filing restrictions and the lingering threat of sanction have a severe chilling effect on Plaintiff's willingness to engage

with the legal system. Even after the underlying case ostensibly ended, Plaintiff is effectively muzzled from filing motions, preserving the record, or speaking out, for fear that doing so might be deemed a violation of Defendant's orders. This kind of intimidation outlasts the immediate case and deters Plaintiff (and similarly situated litigants) from exercising their rights.

74. No Immunity for Censorship: Imposing administrative bans on filings and extrajudicial gags is not a normal judicial act when done for self-serving reasons. It is administrative (directing the Clerk's operations) and more akin to an executive decision about information control than an adjudicative act about a case's merits. Therefore, Defendant's actions in this realm are not protected by judicial immunity for purposes of prospective declaratory and injunctive relief.

75. Relief Sought (Count III): Plaintiff requests that this Court: (a) declare that Defendant's Orders ECF 310 and 312, which restrict Plaintiff's filings and direct the Clerk not to accept Plaintiff's submissions, violate the First Amendment and are null and void; (b) issue an injunction, if necessary, directing the Clerk of the Western District of Tennessee to allow Plaintiff to file documents in Case No. 2:23-cv-02186 or any related matter without needing prior judicial approval (aside from normal procedural requirements), thereby restoring Plaintiff's court access; (c) declare that any attempt to enforce a proposed non-disparagement or gag settlement extracted during Plaintiff's incarceration is void and unconstitutional because it was never executed and any assent was rescinded; and (d) declare that Plaintiff has the right to publicly disseminate recordings and other evidence of extrajudicial communications and retaliation, as such speech is on a matter of public concern and is protected by the First Amendment.

COUNT IV – AMERICANS WITH DISABILITIES ACT (TITLE II) AND FIFTH AMENDMENT (DUE PROCESS) – DISABILITY DISCRIMINATION AND UNSAFE CONDITIONS OF CONFINEMENT

76. ADA Title II Violation: Plaintiff is a qualified individual with a disability (he requires ongoing medical treatment and accommodations for a chronic health condition). Title II of the ADA provides that no qualified individual with a disability shall, by reason of that disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity. In this context, the "services, programs, or activities" include the judicial process (court proceedings) and the detention/correctional services when a person is held in custody. Defendant, as a judicial officer, and through the actions of her agents (the U.S. Marshals Service and

the Alexandria detention facility acting at her behest), failed to accommodate Plaintiff's disability and effectively denied him the benefit of safe and accessible participation in the legal process.

77. Denial of Accommodation in Court Proceedings: Prior to his incarceration, Plaintiff explicitly requested accommodations from the Court, noting difficulties related to his health/disability in participating under normal conditions (such as traveling to Tennessee for hearings or enduring confinement without medication). Defendant took no action on this request and instead treated it as withdrawn or otherwise failed to address it. This failure to even address an accommodation request violated the ADA's requirement for public entities to reasonably accommodate known disabilities. It also violated due process, as it deprived Plaintiff of a meaningful opportunity to be heard on equal footing.
78. Inhumane Jail Conditions – Due Process: When Defendant ordered Plaintiff's civil contempt incarceration, she effectively subjected a person with known medical needs to the general population of a jail without ensuring necessary care. During Plaintiff's custody from July 22 to 28, 2025, he was denied his essential medications, lacked adequate potable water, and was deprived of basic tools to communicate and petition the court. These conditions constituted punitive treatment rather than a coercive sanction, crossing the line into a violation of the Fifth Amendment's guarantee that federal civil detainees not be subjected to punishment or deliberate indifference to serious medical needs.
79. Exclusion from Court Access While in Jail: By denying Plaintiff writing materials and effective means of communication while in jail, Defendant (through the jailers) denied him access to the courts during that period, compounding the ADA violation. Plaintiff effectively could not request relief or inform the court of his plight, worsening the deprivation.
80. Rehabilitation Act Claim (in the alternative/addition): To the extent the ADA may not directly apply to the federal judiciary, the Rehabilitation Act of 1973 (29 U.S.C. § 794) applies to federally funded programs and prohibits disability-based discrimination. By failing to provide reasonable accommodations and by subjecting Plaintiff to conditions that aggravated his disability, Defendant violated Rehabilitation Act requirements as well.
81. Harm and Ongoing Risk: Plaintiff suffered physical and emotional injury as a result of these ADA and due process violations. He endured unnecessary pain, fear, and humiliation during the detention. The experience has had lasting impact on his

health. There remains an ongoing concern: should Plaintiff be subject to further proceedings, without declaratory relief he could again face incarceration without assurance of accommodation.

82. Relief Sought (Count IV): Plaintiff requests that the Court: (a) declare that Defendant's actions and omissions violated Title II of the ADA and the Fifth Amendment's due process clause, by failing to accommodate Plaintiff's disability and by subjecting him to punitive, health-endangering conditions of confinement; (b) declare that any use of civil contempt in the underlying case that disregards a contemnor's disability is unlawful, and that Defendant's specific contempt order and process as applied to Plaintiff were unconstitutional; (c) issue appropriate injunctive relief to prevent similar occurrences – including prohibiting incarceration absent an accommodation determination and meaningful due process protections; and (d) order appropriate corrective relief regarding any findings or orders that were products of unlawful confinement and coercion.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that the Court grant the following relief:

A. Declaratory Judgment: Issue a declaratory judgment pursuant to 28 U.S.C. § 2201 that the acts and orders of Defendant described herein were unconstitutional, unlawful, and beyond the scope of her judicial authority, including declarations that:

1. Defendant violated Plaintiff's Fifth Amendment due process rights and 28 U.S.C. §§ 144 & 455 by failing to recuse herself or transfer proceedings after a conflict of interest and bias affidavit were brought to light, rendering her subsequent orders in the case void or voidable;
2. Defendant's denial of an impartial adjudicator for Plaintiff's Rule 60(b) motion was improper and unconstitutional, and that any judgment or order left intact due to that refusal should be re-examined by a neutral judge (the Court may declare the judgment and injunction in Case No. 2:23-cv-02186-SHL-cgc null and void, or subject to vacatur, due to fraud on the court);
3. The alteration of subpoenas and consideration of off-docket evidence violated Plaintiff's due process rights, and any court actions tainted by such evidence (including the default judgment, contempt findings, and injunction) are invalid;
4. The coercive settlement effort and the conditions and terms demanded during Plaintiff's civil contempt incarceration – including a proposed \$5,000 payment and proposed non-disparagement terms communicated through extrajudicial channels

- were unlawful and unconstitutional; Plaintiff did not execute any settlement agreement; any assent was rescinded after release; and any attempt to treat such proposed terms as binding is null, void, and unenforceable;
- 5. Defendant's orders ECF 310 and ECF 312 (the filing injunctions) are unconstitutional restraints on Plaintiff's First Amendment rights and right of access to the courts, and are declared null and void. Plaintiff shall be permitted to file documents and evidence in the underlying case (or any related case) without seeking leave, subject only to the normal rules of court applicable to any litigant;
- 6. Defendant's actions in ignoring Plaintiff's disability and subjecting him to incarceration without accommodations violated the ADA and due process. It shall be declared that any future enforcement or contempt actions against Plaintiff must comply with disability rights laws and provide reasonable accommodations for his medical needs, and that Plaintiff cannot be jailed again for civil contempt without a thorough consideration of his health and due process rights.

B. Injunctive Relief: Enter an injunction or other appropriate orders to effectuate the above declarations and to prevent further irreparable harm to Plaintiff, including but not limited to:

- 1. Reassignment to Another Judge: Ordering that any and all further proceedings involving Plaintiff and the underlying dispute (including any proceedings to enforce or modify the judgment or injunction in Case No. 2:23-cv-02186, or to address relief from that judgment) be assigned to a different Article III judge, preferably from outside the Western District of Tennessee if needed to ensure impartiality. This includes directing the Clerk of the Western District of Tennessee to reassign the case to a new judge for all post-judgment and enforcement matters. The assigned judge should have no current or prior association with any party or counsel involved, and no involvement in the matters complained of herein.
- 2. Vacating Filing Restrictions: Permanently enjoining Defendant and the Clerk of Court from enforcing the filing restrictions in ECF 310 and 312. The Clerk shall be directed to accept and docket any filings tendered by Plaintiff in the underlying case (or related to it), and Defendant (or any judge presiding) shall not refuse filings solely on the basis that Plaintiff did not seek leave. If there is a legitimate reason to limit a particular filing, it must be addressed by a duly assigned impartial judge on a case-by-case basis, not by a blanket ban.
- 3. Removal of Gag Orders: Enjoining Defendant, her staff, and any parties acting in concert with her (including MAA and its attorneys) from attempting to enforce any

gag or non-disparagement settlement regime demanded during Plaintiff's incarceration. Plaintiff shall be free to speak, write, and publish information regarding the litigation and his experiences, including publishing the audio recording of the July 27, 2025 call, without fear of contempt or other punishment. Any order or judgment that contained a non-disparagement or anti-contact directive should be revisited by a new judge to ensure it is narrowly tailored and not an overbroad gag on speech.

4. Accommodations in Future Proceedings: Requiring that if Plaintiff is ever subject to court-ordered custody or confinement in this matter, his medical needs and disabilities must be accommodated. This includes access to prescribed medications, potable water, and communication means. Specifically, an injunction should prohibit jailing Plaintiff for civil contempt without a prior hearing where Plaintiff's health and ability to comply are assessed, and without making written findings that such incarceration will not pose a serious risk to his health or violate his rights. Alternatively, provide that any civil contempt enforcement must be through less restrictive means if Plaintiff's health would be jeopardized by incarceration.
5. Monitoring and Reporting: The Court may consider ordering that any future contempt or enforcement actions in this dispute be monitored by a magistrate judge or an appointed neutral to ensure compliance with constitutional mandates. Additionally, Defendant (if still involved in any capacity) and MAA's counsel should be required to report any direct communications with third parties related to Plaintiff's compliance (such as family) to all parties and on the record, to prevent furtive extrajudicial dealings.

C. Vacatur or Reopening if Warranted: While the primary relief sought is declaratory, Plaintiff prays that, if the Court finds it necessary to grant complete relief, it use its equitable powers (including those preserved by Fed. R. Civ. P. 60(d)) to void or set aside the judgment, injunction, or contempt orders from Case No. 2:23-cv-02186 that were products of Defendant's unconstitutional conduct. This would restore the parties to the status quo ante, allowing the underlying dispute to be adjudicated afresh by an unbiased judge, with all evidence on the record and with proper respect for Plaintiff's rights. (Plaintiff recognizes that the Court may prefer to limit itself to declaratory relief and leave actual vacatur to the reassigned judge; this request is made in the alternative, should it be within this Court's authority and interest of justice to do so directly.)

D. Any Further Relief: Grant such other and further relief as the Court deems just, equitable, and proper, including but not limited to any necessary and appropriate relief to

ensure that Plaintiff is free from retaliation by Defendant or others for bringing this action, and that the declaratory judgment is effectuated.

Respectfully submitted,

Dated: December 30, 2025



/s/ Dennis Philipson

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TENNESSEE
WESTERN DIVISION

DENNIS MICHAEL PHILIPSON

6178 Castletown Way

Alexandria, VA 22310

Plaintiff, Pro Se,

v.

Case No.: to be assigned by the Clerk

MID-AMERICA APARTMENT COMMUNITIES, INC.

a Tennessee corporation (principal executive offices in the Memphis, Tennessee area),

BASS, BERRY & SIMS PLC

a Tennessee professional limited liability company and law firm (principal offices in Tennessee),

JOHN S. GOLWEN,

PAIGE WALDROP MILLS,

JORDAN ELIZABETH THOMAS,

ALLISON WISEMAN ACKER,

TODD OVERMAN,

SAMANTHA WARD,

TERESA MCCLANAHAN,

ROBERT J. DELPRIORE,
LESLIE WOLFGANG,
A. BRADLEY HILL
MELANIE CARPENTER
AMBER FAIRBANKS
A. CLAY HOLDER
TIMOTHY ARGO
JOSEPH FRACCHIA
DEBORAH H. CAPLAN
TAMARA FISHER
CLAUDE B. NIELSEN
DAVID P. STOCKERT
ALAN B. GRAF JR.
JOHN P. CASE
EDITH KELLY-GREEN
SHEILA K. MCGRATH
GARY S. SHORB

and JOHN/JANE DOES 1–20,
Defendants.

**COMPLAINT FOR DAMAGES AND EQUITABLE RELIEF
(DEFAMATION – LIBEL PER SE / SLANDER PER SE; FALSE LIGHT;
ABUSE OF PROCESS; INTENTIONAL INFILCTION OF EMOTIONAL
DISTRESS; CIVIL CONSPIRACY; VICARIOUS LIABILITY;
DECLARATORY AND INJUNCTIVE RELIEF)**

JURY TRIAL DEMANDED

Plaintiff Dennis Michael Philipson (“Plaintiff”), proceeding pro se, alleges as follows:

I. INTRODUCTION

1. This action arises from Defendants’ coordinated and continuing campaign to brand Plaintiff as a felon and “cyber” criminal through false factual accusations of serious crimes, and to weaponize civil litigation process, third-party process, and contempt/enforcement leverage to punish, discredit, and silence Plaintiff.
2. Defendants’ publications accused Plaintiff, as statements of fact, of crimes of moral turpitude and felony conduct, including identity theft and credit-card fraud (specifically, applying for and/or opening credit cards in the names of opposing counsel and her spouse), U.S. mail interference, and unlawful cyber activity.
3. Plaintiff denies committing identity theft, credit-card fraud, unlawful surveillance, mail interference, hacking, or any comparable criminal act. Plaintiff alleges Defendants made and republished criminal accusations without competent proof, and that Defendants did so for an improper retaliatory purpose and as litigation leverage.
4. Defendants published and republished these criminal accusations not only in court filings but also through communications and process directed to third-party custodians and non-participants, thereby expanding the audience, increasing the injury, and removing the conduct from any narrow, good-faith judicial function.

5. Plaintiff seeks compensatory and punitive damages and narrowly tailored equitable relief to remedy continuing reputational, credit, and liberty harms and to prevent further extra-judicial republication of false criminal accusations.

II. JURISDICTION AND VENUE

6. This Court has subject-matter jurisdiction under 28 U.S.C. § 1332(a)(1) because Plaintiff is a citizen of Virginia; Defendant Mid-America Apartment Communities, Inc. (“MAA”) is a citizen of Tennessee; Defendant Bass, Berry & Sims PLC (“BBS”) is a Tennessee professional limited liability company; the individual Defendants are, on information and belief, citizens of Tennessee or states other than Virginia; and the amount in controversy exceeds \$75,000 exclusive of interest and costs.

7. BBS is an unincorporated entity whose citizenship is determined by its members. Plaintiff alleges upon information and belief, based on BBS’s Tennessee organization and principal offices and the residency of its principals in this matter, that none of BBS’s members is domiciled in Virginia. Citizenship details for an unincorporated entity are uniquely within Defendants’ knowledge and control and will be confirmed in discovery.

8. Venue is proper in this District under 28 U.S.C. § 1391 because a substantial part of the events and publications giving rise to the claims occurred in this District, including the drafting, filing, dissemination, and republication of defamatory statements; the issuance and use of third-party subpoenas;

contempt/enforcement proceedings; and communications directed from Tennessee to third-party custodians and others.

9. This action is related to Mid-America Apartment Communities, Inc. v. Dennis Philipson, Case No. 2:23-cv-02186-SHL-cgc (W.D. Tenn.) (the “Underlying Action”), because the defamatory accusations and process abuses were made in connection with and arising from that matter and its post-judgment proceedings.

10. Plaintiff does not seek in this action to relitigate trademark claims or to vacate any prior judgment. Plaintiff seeks damages and equitable relief for Defendants’ independent tortious conduct, including defamatory republication to third parties and abuse of process for ulterior purposes.

III. PARTIES

11. Plaintiff Dennis Michael Philipson is an individual domiciled in Alexandria, Virginia.

12. Defendant MAA is a Tennessee corporation with principal executive offices in the Memphis, Tennessee area and acted through officers, employees, agents, and counsel.

13. Defendant BBS is a Tennessee professional limited liability company and law firm and acted through its attorneys and staff.

14. Defendant John S. Golwen is an attorney and agent of BBS and/or MAA who participated in publications and process conduct at issue.

15. Defendant Paige Waldrop Mills is an attorney and agent of BBS and/or MAA who participated in publications and process conduct at issue and is identified as a purported “victim” of alleged credit-card fraud.
16. Defendant Jordan Elizabeth Thomas is an attorney and agent of BBS and/or MAA who participated in publications and process conduct at issue.
17. Defendant Allison Wiseman Acker is an attorney and agent of BBS and/or MAA who participated in publications and process conduct at issue.
18. Defendant Todd Overman is an attorney and agent of BBS and/or MAA who participated in publications and process conduct at issue.
19. Defendant Samantha Ward is, on information and belief, an agent and participant who assisted and/or coordinated communications, service, and litigation activity connected to the publications and process conduct at issue.
20. Defendant Teresa McClanahan is, on information and belief, an agent and participant who assisted and/or coordinated communications, service, and litigation activity connected to the publications and process conduct at issue.
21. Defendant Robert J. DelPriore is, on information and belief, MAA’s General Counsel and participated in authorizing, directing, ratifying, and/or facilitating the conduct described herein.

22. Defendant Leslie Wolfgang is, on information and belief, a declarant and participant whose sworn submissions and related communications furthered the publication and reinforcement of the criminal narrative against Plaintiff.

23. John/Jane Does 1–20 are unknown persons or entities who aided, abetted, authorized, directed, ratified, or participated in the wrongful conduct alleged herein. Plaintiff will seek leave to amend when identified.

IV. FACTUAL ALLEGATIONS

A. Protected Reporting and Retaliatory Motive

24. Beginning in or about 2021, Plaintiff made reports to governmental authorities and regulators concerning matters Plaintiff believed involved corporate misconduct and anticompetitive conduct, including RealPage rent-pricing issues and related concerns.

25. Plaintiff alleges those reports and related petitioning activity created a motive for retaliation: to discredit Plaintiff as a criminal, chill reporting, and prejudice judicial and third-party decisionmakers.

B. The Underlying Action and the “Criminal Narrative”

26. The Underlying Action commenced in April 2023 as a John Doe case and was later amended to name Plaintiff.

27. From the outset and continuing thereafter, Defendants advanced a “criminal narrative” that went far beyond civil trademark allegations and portrayed Plaintiff as committing felony crimes and dangerous cyber wrongdoing.

28. Defendants used civil litigation tools, including expedited third-party subpoenas and subsequent contempt/enforcement motions, to spread and reinforce the criminal narrative about Plaintiff.

C. Specific Defamatory Criminal Accusations

29. Defendants accused Plaintiff, as statements of fact, of identity theft and credit-card fraud. Defendants represented that Plaintiff applied for and/or opened credit cards in the names of MAA’s counsel and counsel’s husband, including representations that the purported cards had \$30,000 limits and were fraudulently applied for using personal information.

30. Defendants accused Plaintiff, as statements of fact, of U.S. mail interference and other serious wrongdoing, including allegations that Plaintiff opened or interfered with mail and engaged in intimidation-type conduct.

31. Defendants accused Plaintiff, as statements of fact, of hacking or unlawful cyber activity and of conduct suggesting unlawful access to systems, using labels and framing that a reasonable recipient would understand as accusations of crimes.

32. The accusations in paragraphs 29–31 impute crimes involving moral turpitude and are defamatory per se.

33. Plaintiff alleges Defendants published these felony accusations without competent evidence such as a police report naming Plaintiff, authenticated issuer records, verified IP/device attribution, USPS investigation results, or comparable competent proof.

D. Publication and Republication to Third Parties

34. Defendants published the criminal accusations through written filings, sworn declarations, and supporting materials.

35. Defendants also republished and transmitted the criminal accusations to third parties and non-participants, including third-party custodians and vendors, in connection with expedited discovery subpoenas and related communications. These third parties included major technology and service providers and other custodians that were not the trier of fact.

36. Defendants' republications to third parties were not reasonably necessary to adjudication of trademark claims and were made in a manner designed to obtain cooperation, intensify reputational harm, and create leverage against Plaintiff by treating the criminal narrative as true.

37. Plaintiff alleges Defendants knew or should have known that republication of felony accusations to third parties would foreseeably cause immediate and severe harm to Plaintiff's reputation, credit, employment prospects, and personal safety.

E. Abuse of Process and Ulterior Purposes

38. Plaintiff alleges Defendants used legal process for ulterior purposes, including retaliation, coercion, and silencing, rather than for the legitimate purpose for which process exists.

39. Defendants pursued contempt and enforcement relief in the Underlying Action while continuing to frame Plaintiff as a criminal and to seek coercive outcomes based on that narrative.

40. Plaintiff alleges Defendants' conduct reflects an unlawful objective: to punish and silence Plaintiff and to deter continued protected reporting by imposing reputational and liberty-threatening leverage under the guise of civil process.

F. Damages

41. As a direct and proximate result of Defendants' publications, republications, and abuse of process, Plaintiff has suffered and continues to suffer:

- a. Severe reputational harm and stigma;
- b. Credit-related harm and economic injury;
- c. Emotional distress and mental anguish;
- d. Costs and burdens associated with defending against and responding to the criminal narrative and related coercive process; and
- e. Ongoing harm due to continued republication of the criminal accusations as statements of fact.

42. Defendants' conduct was willful, malicious, and/or reckless and warrants punitive damages.

V. CLAIMS FOR RELIEF

COUNT I – DEFAMATION (LIBEL PER SE) (Against All Defendants)

43. Plaintiff incorporates paragraphs 1–42.

44. Defendants published written statements of fact accusing Plaintiff of serious crimes, including identity theft and credit-card fraud, mail interference, and unlawful cyber conduct.

45. The statements were false, were communicated to third parties, and were republished to non-participants including third-party custodians.

46. The statements constitute libel per se because they impute felony conduct and moral turpitude.

47. Defendants acted with actual malice and/or reckless disregard for truth.

48. Plaintiff suffered damages as a direct and proximate result.

COUNT II – DEFAMATION (SLANDER PER SE) (Against All Defendants)

49. Plaintiff incorporates paragraphs 1–48.

50. Defendants communicated the same defamatory accusations orally and through verbal communications to third parties, including in connection with enforcement and process activity and related communications.

51. These statements constitute slander per se because they impute crimes of moral turpitude.

52. Plaintiff suffered damages as a direct and proximate result.

COUNT III – FALSE LIGHT / INVASION OF PRIVACY (Against All Defendants)

53. Plaintiff incorporates paragraphs 1–52.

54. Defendants gave publicity and/or caused dissemination of matters placing Plaintiff in a false light as a felon, identity thief, mail interferer, and dangerous “cyber” criminal.

55. The false light is highly offensive to a reasonable person.

56. Defendants acted with knowledge of falsity or reckless disregard for truth.

57. Plaintiff suffered damages as a direct and proximate result.

COUNT IV – ABUSE OF PROCESS (Against All Defendants)

58. Plaintiff incorporates paragraphs 1–57.
59. Defendants used legal process, including third-party subpoenas, contempt proceedings, and post-judgment process, for ulterior purposes: retaliation, coercion, intimidation, and silencing, rather than legitimate adjudication.
60. Defendants committed willful acts in the use of process not proper in the regular conduct of proceedings, including republication of criminal accusations to third parties to obtain leverage and cooperation and to punish Plaintiff.
61. Plaintiff suffered damages as a direct and proximate result.

COUNT V – INTENTIONAL INFILCTION OF EMOTIONAL DISTRESS (OUTRAGE) (Against All Defendants)

62. Plaintiff incorporates paragraphs 1–61.
63. Defendants' conduct in repeatedly branding Plaintiff a felon and using coercive litigation tools and third-party dissemination to intensify reputational harm is extreme and outrageous.
64. Defendants intended to cause emotional distress or acted recklessly in conscious disregard of the high probability of causing severe emotional distress.
65. Plaintiff suffered severe emotional distress and damages.

COUNT VI – CIVIL CONSPIRACY (Against All Defendants)

66. Plaintiff incorporates paragraphs 1–65.
67. Defendants combined and agreed to accomplish an unlawful purpose (defaming Plaintiff and abusing process) and/or a lawful purpose by unlawful means.
68. Defendants committed overt acts in furtherance of the conspiracy, including authoring and republishing false criminal accusations and coordinating process tactics to pressure and punish Plaintiff.
69. Plaintiff suffered damages as a direct and proximate result.

COUNT VII – VICARIOUS LIABILITY / RESPONDEAT SUPERIOR / RATIFICATION (Against MAA and BBS)

70. Plaintiff incorporates paragraphs 1–69.
71. The individual Defendants acted as agents, employees, and/or authorized representatives of MAA and/or BBS within the scope of their agency/employment and/or with actual or apparent authority.
72. MAA and BBS authorized, directed, benefited from, and/or ratified the wrongful conduct alleged herein.

73. MAA and BBS are liable under respondeat superior and ratification principles.

COUNT VIII – DECLARATORY AND INJUNCTIVE RELIEF (Against All Defendants)

74. Plaintiff incorporates paragraphs 1–73.

75. An actual controversy exists regarding the truth or falsity of Defendants' criminal accusations and the continuing likelihood of extra-judicial republication.

76. Plaintiff seeks a declaration that Defendants' factual accusations that Plaintiff committed identity theft/credit-card fraud, mail interference, and unlawful cyber conduct are false.

77. Plaintiff further seeks narrowly tailored injunctive relief prohibiting Defendants from republishing these accusations as statements of fact to third parties and non-participants outside a legitimate judicial necessity.

VI. PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that the Court enter judgment in his favor and against Defendants, jointly and severally, and award:

A. Compensatory damages (reputational, emotional, and economic) according to proof, in an amount exceeding \$75,000;

B. Presumed damages as permitted for defamation per se, and/or general and special damages according to proof;

C. Punitive damages sufficient to punish and deter;

D. Declaratory relief consistent with Count VIII;

E. Narrowly tailored injunctive relief preventing further extra-judicial republication of the false criminal accusations as statements of fact;

F. Prejudgment and post-judgment interest as allowed by law;

G. Costs of suit; and

H. Such other and further relief as the Court deems just and proper.

VII. JURY DEMAND

Plaintiff demands trial by jury on all issues so triable.

Respectfully submitted this 6th day of February, 2026.

/s/ Dennis Michael Philipson

A handwritten signature in blue ink, appearing to read "Dennis Michael Philipson".

Dennis Michael Philipson

Defendant - Appellant, Pro Se

**IN THE UNITED STATES DISTRICT
COURT FOR THE WESTERN DISTRICT
OF TENNESSEE WESTERN DIVISION**

Dennis Michael Philipson)	
Plaintiff)	
v. Mid-America Apartment)	No. 2:26-cv-02123-TLP-atc
Communities, Bass, Berry &)	Judge Thomas L. Parker
Sims PLC, et al.)	Magistrate Judge Annie T.
)	Christoff
Defendant)	

**PLAINTIFF'S OBJECTIONS UNDER FED. R. CIV. P. 72(a) AND 28 U.S.C.
§ 636(b)(1)(A) TO ORDER DENYING MOTION FOR JUDICIAL
DISQUALIFICATION / RECUSAL (DKT 14) AND MEMORANDUM OF
FACTS AND LAW IN SUPPORT**

Plaintiff Dennis Michael Philipson (“Plaintiff”), proceeding pro se, submits timely objections under Fed. R. Civ. P. 72(a) and 28 U.S.C. § 636(b)(1)(A) to the Order entered February 11, 2026 denying Plaintiff’s motion to disqualify/recuse Magistrate Judge Charmiane G. Claxton (the “Order,” Dkt 14). Plaintiff respectfully requests that the assigned District Judge modify or set aside Dkt 14 as **contrary to law** and/or **clearly erroneous**, grant disqualification/recusal under 28 U.S.C. § 455(a), and, as applicable, § 455(b)(1), and direct reassignment of all magistrate-referral duties to a different magistrate judge.

I. RELEVANT PROCEDURAL POSTURE (RECORD FACTS)

1. The Clerk's assignment reflects that Magistrate Judge Claxton is the referral magistrate judge in this action. (See Doc. 10.)
2. The originally assigned district judge entered an Order of Recusal directing reassignment to a different United States District Judge. (See Doc. 11.)
3. Plaintiff moved for disqualification/recusal of Magistrate Judge Claxton under 28 U.S.C. § 455(a) and § 455(b)(1). (See Doc. 13.)
4. On February 11, 2026, Magistrate Judge Claxton denied that motion by Order (Dkt 14). Plaintiff now objects under Rule 72(a) and 28 U.S.C. § 636(b)(1)(A).
5. The related TNWD action giving rise to the recusal concern is Case No. 2:23-cv-02186-SHL-cgc (W.D. Tenn.) (the "Underlying Action"). The TNWD docket report for the Underlying Action identifies it as "Referred to: Magistrate Judge Charmiane G. Claxton," and the docket reflects filings directed to Magistrate Judge Claxton (including a notice of submission of

correspondence to Judge Claxton). Plaintiff's recusal request is grounded on these record facts, not on mediation proceedings before any other judicial officer.

II. STANDARD OF REVIEW (RULE 72(a); § 636(b)(1)(A))

Under Fed. R. Civ. P. 72(a), upon timely objection to a magistrate judge's nondispositive order, the district judge must consider timely objections and must modify or set aside any part of the order that is clearly erroneous or is contrary to law. See Fed. R. Civ. P. 72(a). Section 636(b)(1)(A) provides the same "clearly erroneous or contrary to law" standard for reconsideration by the district judge. See 28 U.S.C. § 636(b)(1)(A).

III. OBJECTIONS

Objection 1: Dkt 14 is contrary to law to the extent it treats § 455 disqualification as categorically requiring an "extrajudicial source," thereby collapsing § 455(a)'s appearance inquiry into an extrajudicial-only rule.

Section 455(a) requires disqualification in any proceeding in which a judge's impartiality might reasonably be questioned. The statute is concerned with public confidence and the appearance of impartiality as viewed by an objective observer.

Dkt 14 denies recusal largely because Plaintiff did not identify "bias stemming from an extrajudicial source," and because the Order states (in substance) that § 455 disqualification "must be predicated upon extrajudicial conduct rather than judicial conduct."

That framing is legally incomplete for § 455(a). The Supreme Court in Liteky explained that the "extrajudicial source" concept is better understood as a factor, not a universal gatekeeper: the presence of an extrajudicial source does not necessarily establish disqualifying bias, and the absence of an extrajudicial source does not necessarily preclude disqualification. *Liteky v. United States*, 510 U.S. 540, 554–56 (1994). The controlling inquiry under § 455(a) remains whether impartiality might reasonably be questioned (i.e., whether there is an appearance of partiality).

Accordingly, Dkt 14 should be set aside or modified to the extent it treats the absence of an "extrajudicial source" as dispositive of § 455(a), without applying

the required objective appearance analysis.

Objection 2: Dkt 14 does not apply the § 455(a) objective “appearance” test to the actual record posture presented—i.e., the Underlying Action’s referral relationship to Judge Claxton and the docketed submissions directed to Judge Claxton.

Plaintiff’s motion did not rely on mediation proceedings before any other judicial officer. Instead, Plaintiff identified the Underlying Action as a factual predicate for this case and pointed to Judge Claxton’s referral relationship to that action, together with docketed submissions directed to Judge Claxton, as the source of an objective appearance concern.

Dkt 14 resolves the motion primarily by labeling Plaintiff’s showing “speculation,” stating that the Underlying Action docket indicates the undersigned did not preside over hearings or enter orders deciding disputes, and then returning to the extrajudicial-source concept. Even if the Court accepts for purposes of review that the Underlying Action docket reflects no hearings or dispute-deciding orders by Judge Claxton, § 455(a) still requires an objective appearance-of-impartiality

analysis anchored in the circumstances presented. A record-based referral relationship and docketed submissions directed to the assigned magistrate judge are relevant to the objective “might reasonably be questioned” inquiry and cannot be dismissed as speculation solely because they are not “extrajudicial.”

Dkt 14 should therefore be modified or set aside and the § 455(a) issue decided under the correct objective appearance framework.

Objection 3: Dkt 14 does not squarely analyze § 455(b)(1)’s “personal knowledge of disputed evidentiary facts” prong raised in Plaintiff’s motion.

Plaintiff invoked both § 455(a) and § 455(b)(1). Section 455(b)(1) separately requires disqualification where a judge has “personal knowledge of disputed evidentiary facts concerning the proceeding.” 28 U.S.C. § 455(b)(1).

Dkt 14 does not provide a focused analysis of § 455(b)(1) as raised, and instead denies recusal by returning to “extrajudicial source” case law addressing bias. At minimum, the Order should be modified or set aside to apply § 455(b)(1) as written and to address whether the docketed submissions directed to Judge Claxton in the

Underlying Action—and the centrality of Underlying Action events to this case—create a disqualifying risk under § 455(b)(1) and/or an objective appearance problem under § 455(a).

IV. RELIEF REQUESTED

For the foregoing reasons, Plaintiff respectfully requests that the District

Judge:

- A. SUSTAIN these objections under Fed. R. Civ. P. 72(a) and 28 U.S.C. § 636(b)(1)(A);
- B. MODIFY OR SET ASIDE the February 11, 2026 Order (Dkt 14) as contrary to law and/or clearly erroneous;
- C. GRANT disqualification/recusal under 28 U.S.C. § 455(a), and, as applicable, § 455(b)(1);

D. DIRECT the Clerk to reassign the magistrate referral in this action to a different United States Magistrate Judge; and

E. HOLD IN ABEYANCE magistrate-managed deadlines and proceedings pending reassignment and resolution of these objections.

Respectfully submitted this 11th day of February, 2026.

Respectfully submitted,

/s/ Dennis Michael Philipson



Dennis Michael Philipson
Defendant - Appellant, Pro Se
6178 Castletown Way
Alexandria, VA 22310
mikeydphilips@gmail.com
949-432-6184

CERTIFICATE OF CONSULTATION (L.R. 7.2)

Pursuant to Local Rule 7.2(a)(1)(B), Plaintiff certifies that consultation is not feasible because no defendant has entered an appearance in this matter and the relief requested concerns docket administration and the Clerk's ability to accept non-PDF exhibits absent a Court order.

Executed on February 11, 2026.

Respectfully submitted,

/s/ Dennis Michael Philipson



Dennis Michael Philipson
Defendant - Appellant, Pro Se

NOTICE REGARDING SERVICE

As of February 11, 2026, Defendants have not yet been formally served with process in this newly filed action and no counsel has appeared. Plaintiff files this Motion to preserve the issue and requests early administrative relief. Plaintiff will serve this Motion and any Order entered promptly upon completion of service of process and will file proof of such service.

Courtesy Notice (Not Service): Separately and solely as a courtesy notice, Plaintiff transmitted a copy of this Motion and supporting materials to Mid-America Apartment Communities, Inc.'s Board of Directors and senior executives, including the following executives: Robert J. Delpriore; Leslie Wolfgang; A. Bradley Hill; Melanie Carpenter; Amber Fairbanks; A. Clay Holder; Timothy Argo; Joseph Fracchia; and the following directors: Deborah H. Caplan; Tamara D. Fischer; Claude B. Nielsen; David P. Stockert; Alan B. Graf Jr.; John P. Case; Edith Kelly-Green; Sheila K. McGrath; Gary S. Shorb.

Plaintiff further states that, after multiple direct communications and three separate preservation notices sent to the parties named above, which were not substantively acknowledged, Plaintiff is also submitting the same materials and allegations through MAA's internal whistleblower/ethics hotline portal

(<https://www.whistleblowerservices.com/maa/>) as an open whistleblower complaint for intake, preservation, and independent routing.

These courtesy transmissions are not intended to constitute service of process and are in addition to formal service that will be completed and proven on the docket.

Executed on February 11, 2026.
Respectfully submitted,
/s/ Dennis Michael Philipson

A handwritten signature in blue ink, appearing to read "Dennis Michael Philipson".

Dennis Michael Philipson
Defendant - Appellant, Pro Se

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
AT ALEXANDRIA**

MID-AMERICA APARTMENT)	
COMMUNITIES, INC.)	
	Plaintiff,)
))
v.)	Docket No. 1:25-MC-12-MSN-WEF
)	
DENNIS PHILIPSON,)	
)	
	Defendant.)
)	
)	

ORDER ON WRIT OF GARNISHMENT

This matter is before the Court on the Writ of Garnishment served by Mid-America Apartment Communities, Inc. (“MAA”) upon Capital One Bank (“Garnishee”).

MAA properly filed and served its garnishment packet on Garnishee and Defendant Dennis Philipson (“Philipson”).

A hearing was held on October 3, 2025. Counsel for MAA appeared. Philipson, who is proceeding *pro se*, did not appear. For the reasons stated in open court, it is

ORDERED that Garnishee pay the funds belonging to Philipson (as described in Dkt. 003) withheld from the date of service of the Writ of Garnishment to date, to MAA, and continue to withhold and pay over to MAA any additional funds belonging to Philipson as should come into the Garnishee’s possession or control in the future until the judgment in the related case is either paid in full, or otherwise satisfied, or until a court order quashes the Writ of Garnishment;

IT IS FURTHER ORDERED that the Garnishee pay over such property to MAA through the UNITED STATES DISTRICT COURT CLERK, and mail each remittance to U.S. District

Court Clerk, 401 Courthouse Square, Alexandria, Virginia 22314, referencing case number 1:25-mc-00012-MSN-WEF.

ENTERED this 8th day of October, 2025.



WILLIAM E. FITZPATRICK
UNITED STATES MAGISTRATE JUDGE

**U.S. District Court
Eastern District of Virginia - (Alexandria)
CRIMINAL DOCKET FOR CASE #: 1:25-mj-00431-WEF-1**

Case title: USA v. Philipson

Date Filed: 07/23/2025

Assigned to: Magistrate Judge William E.
Fitzpatrick

Defendant (1)

Dennis Philipson

represented by **Lauren Rosen**
Federal Public Defender
Eastern District of Virginia
1650 King Street
Suite 500
Alexandria, VA 22314
703-600-0819
Email: lauren_rosen@fd.org
LEAD ATTORNEY
ATTORNEY TO BE NOTICED
Designation: Public Defender

Pending Counts

None

Disposition

Highest Offense Level (Opening)

None

Disposition

Terminated Counts

None

Highest Offense Level (Terminated)

None

Disposition

Complaints

None

Disposition

Plaintiff

USA

represented by **April Nicole Russo**
DOJ-USAO
Sausa Unit

2100 Jamieson Street
 Alexandria, VA 22304
 703-299-3919
 Email: april.russo@usdoj.gov
LEAD ATTORNEY
ATTORNEY TO BE NOTICED
Designation: US Attorney

Date Filed	#	Docket Text
07/23/2025		Arrest of Dennis Philipson in Eastern District of Virginia. (tfitz,) (Entered: 07/24/2025)
07/23/2025	1	Minute Entry for proceedings held before Magistrate Judge William E. Fitzpatrick: US Attorney April Russo was present at the hearing. The Deft appeared w/o counsel; Duty FPD attorney Todd Richman was present. Initial Appearance as to Dennis Philipson held on 7/23/2025. Deft informed of rights, charges and penalties. Court to appoint FPD counsel for the Deft in the EDVA only. Deft was arrested on an Order of Civil Contempt from the Western District of Tennessee. Matter set for an Identity Hearing. The USA may or may not be inserted in this matter as stated in open court. The parties shall notify WEF chambers by COB on 7/24/25 of any findings, if any, regarding detention being handled here in the EDVA. Status Conference/Identity Hearing set for 7/25/2025 at 02:00 PM in Alexandria Courtroom 500 before Magistrate Judge William E. Fitzpatrick. Deft remanded to USMS custody.(Tape #FTR.)(tfitz,) (Main Document 1 replaced on 7/24/2025) (tfitz,). (Entered: 07/24/2025)
07/23/2025	2	Temporary Detention Order as to Dennis Philipson. Signed by Magistrate Judge William E. Fitzpatrick on 7/23/25. (tfitz,) (Entered: 07/24/2025)
07/23/2025		ORAL ORDER APPOINTING FEDERAL PUBLIC DEFENDER as to Dennis Philipson. Lauren Rosen for Dennis Philipson appointed. Ordered by Magistrate Judge William E. Fitzpatrick on 7/23/25. (tfitz,) (Entered: 07/24/2025)
07/25/2025	3	MOTION release by Dennis Philipson. (Rosen, Lauren) (Entered: 07/25/2025)
07/25/2025	4	Minute Entry for proceedings held before Magistrate Judge William E. Fitzpatrick: The Deft appeared w/counsel Lauren Rosen. Status Conference as to Dennis Philipson held on 7/25/2025. The USA Office has declined to be involved in this matter as stated in open court. The Deft orally waives an Identity Hearing. The Deft argues for release-DENIED. The Deft will be transported to the Western District of Tennessee to address the underlying civil matter. (Tape #FTR.)(tfitz,) (Entered: 07/25/2025)
07/25/2025	5	COMMITMENT TO ANOTHER DISTRICT as to Dennis Philipson. Defendant committed to Western District of Tennessee. Signed by Magistrate Judge William E. Fitzpatrick on 7/25/25. (tfitz,) (Entered: 07/25/2025)

PACER Service Center			
Transaction Receipt			
02/13/2026 14:50:39			
PACER Login:	DPCourtGuy	Client Code:	
Description:	Docket Report	Search Criteria:	1:25-mj-00431-WEF
Billable Pages:	2	Cost:	0.20

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SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (the "Agreement") is entered into as of this 28th day of July, 2025 (the "Effective Date") by and among, Mid-America Apartment Communities, Inc. ("MAA"), on the one hand, and Dennis Michael Philipson and Kerrie Philipson (sometimes collectively the "Philipsons"), on the other, (hereinafter referred to individually and collectively as "Party" or "Parties," respectively).

RECITALS

WHEREAS, on or about June 13, 2023, MAA filed its First Amended Complaint in the United States District Court for the Western District of Tennessee, styled as Mid-America Apartment Communities, Inc. v. Dennis Michael Philipson, Case No. 2:23-cv-02186 (the "Lawsuit");

WHEREAS, on May 6, 2024, the Court entered a Order Granting Motion for Sanctions and Granting In Part Motion for Permanent Injunction against Dennis Michael Philipson and others acting in conjunction with him enjoining a number of actions (the "Permanent Injunction");

WHEREAS, on November 1, 2024, the Court entered a Judgment against Dennis Michael Philipson for \$207,136 in damages, \$383,613 in attorneys' fees and costs, the \$33,214 in prejudgment interest and post-judgment interest at a rate of 5.19% per annum from May 6, 2024 (hereinafter the "Judgment");

WHEREAS, on June 9, 2025, the United States Court of Appeals for the Sixth Circuit fully affirmed the Judgment of the District Court in Sixth Circuit Case No. 24-682;

WHEREAS, on July 15, 2025, the United States District Court for the Western District of Tennessee held Dennis Michael Philipson in contempt of court and ordered the issuance of an arrest warrant that resulted in the arrest and incarceration of Dennis Michael Philipson within the jurisdiction of United States District Court for the Eastern District of Virginia; and

WHEREAS, the Parties wish to compromise and settle all amounts owed on the money judgment for damages by and among them in any way, resulting from or arising out of, or related in any manner to the Lawsuit, and resolve their differences with the intention of avoiding further litigation with its attendant inconveniences, costs, and expenses by the terms set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein and made a part hereof, and of the mutual covenants and promises set forth herein below, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties intending to be legally bound, hereby agree as follows:

1. **CONSIDERATION.** As consideration for the covenants and releases contained in this Agreement, the Philipsons shall pay to MAA the amount of Five Thousand and 00/100 U.S. Dollars (\$5,000.00) in one lump sum as follows: (a) Philipsons shall pay to MAA the amount of

~~Two Thousand Five Hundred and 00/100 Dollars~~ upon execution of the Agreement; ~~and, (b) Philipsons shall pay to MAA the amount of Two Thousand Five Hundred and 00/100 Dollars within sixty (60) days of the execution of this Agreement.~~ As additional consideration, the Philipsons agree to strictly abide and act fully in accordance with each and every one of the dictates and terms of the Permanent Injunction and all other orders entered by the United States District Court for the Western District of Tennessee in the Lawsuit.

2. **MUTUAL RELEASE.** In consideration of the mutual promises set forth herein, MAA and the Philipsons, for themselves and their heirs, spouses, family members, parent corporations, subsidiaries, affiliates, owners, officers, board members, shareholders, members, directors, partners, agents, current employees, former employees, representatives, attorneys, insurers, reinsurers, predecessors, successors and assigns, do hereby release, absolve, acquit, waive and fully discharge each other and each of their respective heirs, spouses, family members, parent corporations, subsidiaries, affiliates, owners, officers, board members, shareholders, members, directors, partners, agents, employees, representatives, attorneys, insurers, reinsurers, predecessors, successors, and assigns, from any judgments and all causes of action, actions, claims, damages, demands, suits, administrative proceedings, counterclaims, cross-claims, claims for indemnity or contribution, loss of income, debts, compensatory damages, liquidated damages, punitive damages, treble damages, penalties, sums of money, controversies, payments, losses, expenses or liabilities whatsoever, whether mature, contingent, direct, derivative, subrogated, personal, assigned, discovered, undiscovered or otherwise, whether in contract or tort, or in law or in equity, and arising out of or under any federal or state law, which they may or may hereafter acquire against each other arising out of or relating in any manner to the Lawsuit. In the event that the Philipsons violate the obligations of paragraph 1 of this Agreement and/or any of the terms and dictates of the Permanent Injunction and other orders of the Court then the forgoing release shall be null and void and of no legal effect such that MAA shall be permitted and can take any and all actions necessary to execute on the Judgment and enforce the Permanent Injunction entered in the Lawsuit.

3. **CONFIDENTIALITY.** To the extent allowed by law, the Parties and their counsel agree to keep confidential and private in all respects and shall not directly or indirectly disclose, reveal, or imply, by any written, oral, electronic or other means, any of the following: (i) the terms of this Agreement; (ii) the existence of this Agreement; or (iii) any documents produced under the Protective Order in the Litigation. To the extent allowed by law, if an inquiry as to the existence of or the terms and conditions of this Agreement is made by anyone, the Parties agree that they shall decline to respond or will state only that "the matter has been resolved." Nothing in this Section 3 shall prohibit disclosure of the terms or settlement of this Agreement to the extent that disclosure is reasonably necessary to enforce the terms of this Agreement, or except as may be required by statute, rule, regulations, generally accepted accounting principles, court order, or otherwise required by law, or unless otherwise agreed in writing by the Parties.

4. **NON-DISPARAGEMENT.** The Parties agree not to disparage each other, or each other's owners, members, officers, directors, agents, employees (past or present), parents or affiliates (hereinafter the "Protected Entities"). The Parties agree not to communicate any derogatory, disparaging, or negative statements, whether oral, written, electronic, by social media or other means about the Protected Entities, and agree to take no action which is intended, or would

Commented [JT1]: Nothing in the Permanent Injunction or any other Order prohibits the actions listed in your request for a Whistleblower Carveout. MAA is asking you to abide by the Court's directives and nothing more. No additional language is necessary. To the extent your request to allow you to provide further information concerning materials previously submitted or disclosed means updating your submissions on MAA's Whistleblower Portal, MAA will not agree to this as it is prohibited by the Permanent Injunction.

Commented [JT2]: This section covers the mutual non-claims provision requested.

Commented [JT3]: A "No Admission of Liability" section is unnecessary pursuant to the Confidentiality clause, and MAA does not agree to include it.

reasonably be expected, to harm the Protected Entities or their reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity to the Protected Entities; provided, however, the Parties shall not be prohibited from communicating as required to comply with any court process or subpoena, to enforce or comply with this Agreement, to comply with any government inquiry or required disclosures for any federal, state, or local taxing authority, or to defend against a claim or lawsuit. For purposes of this Agreement, the phrase “derogatory, disparaging, or negative statement” means any statement which disparages or is derogatory of the Parties, including comments of criticism, negativism, derision, ridicule, or other statements that would cause the recipient to question the business condition, integrity, competence, good character, or product or service quality of the person or entity to whom the communication relates.

5. **AUTHORITY TO SIGN.** Each Party represents and warrants to the other Party that the person executing this Agreement on his/its behalf has full authority and capacity to execute this Agreement and to give the releases and other promises contained herein.

6. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the Parties with regard to all matters related to the settlement. Any prior understandings or representations to the contrary as to the terms of this Agreement are hereby cancelled, superseded and merged into this Agreement to the same extent as if they never happened and were never made. This Agreement may be supplemented or amended only by written agreement by both Parties.

7. **SEVERABILITY.** If any part of this Agreement is void or otherwise invalid and hence, unenforceable, such invalid and void portion shall be deemed to be separate and severable from the balance of this Agreement, which shall be given full force and effect as though the void or invalid provision had never been a part of this Agreement.

8. **ATTORNEY'S FEES AND COSTS.** Each Party shall bear its/his own attorney's fees and costs incurred in connection with this Agreement. In the event any litigation is commenced for the alleged breach of or enforcement of any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and expenses from the non-prevailing party.

9. **GOVERNING LAW.** This Agreement is to be governed by and construed in accordance with the law of the State of Tennessee, without regard to choice of law principles. The venue for any litigation concerning this Agreement shall exclusively be the Federal Courts in the Western District of Tennessee.]

10. **COUNTERPARTS.** This Agreement may be executed in counterparts, with copies as valid as the originals, and each such duly executed counterpart and copy shall be of the same validity, force, and effect as the original. A copy of a signature, a facsimile signature or an electronic signature to this Agreement shall have the same force and effect of an original signature.

11. **MUTUAL DRAFTING.** This Agreement is the product of negotiations “at arm’s length” among the Parties, all of whom have had opportunity to employ counsel. As such, the terms of this Agreement are mutually agreed-upon, and no part of this Agreement will be construed against the drafter. This Agreement shall not be interpreted or used in a manner intended to

Commented [JT4]: In the event either party breaches this Agreement, the only two jurisdictions available are the W.D. Tenn or the E.D. Va. MAA will not agree to the E.D. Va.

confuse, mislead, or gain unfair advantage over either Party. Both Parties agree to act in good faith in the interpretation and execution of this Agreement.

12. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon the Parties and upon their heirs, successors, affiliates, subsidiary and parent organizations, assigns, administrators, and executors, and shall inure to the benefit of the Parties' successors and assigns.

MID-AMERICA APARTMENT COMMUNITIES, INC.

Signature: _____

Date: _____

Printed Name: _____

Title: _____

DENNIS MICHAEL PHILIPSON

Signature: _____

Date: _____

Printed Name: _____

KERRIE PHILIPSON

Signature: _____

Date: _____

Printed Name: _____

47882008.2

mikeydphilips@gmail.com

From: mikeydphilips@gmail.com
Sent: Thursday, July 31, 2025 11:54 PM
To: mikeydphilips@gmail.com
Subject: FW: Final Apology and Acknowledgment of Misunderstandings

From: Mikey D <mikeydphilips@gmail.com>
Sent: Thursday, July 31, 2025 5:22 PM
To: travis_mcdonough@tned.uscourts.gov; charles_atchley@tned.uscourts.gov; clifton_corker@tned.uscourts.gov; katherine_crytzer@tned.uscourts.gov; thomas_varlan@tned.uscourts.gov; curtis_collier@tned.uscourts.gov; ronnie_greer@tned.uscourts.gov; thomas_phillips@tned.uscourts.gov; christopher_steger@tned.uscourts.gov; debra_poplin@tned.uscourts.gov; cynthia_wyrick@tned.uscourts.gov; jill_mccook@tned.uscourts.gov; mike_dumitru@tned.uscourts.gov; william_campbell@tnmd.uscourts.gov; waverly_crenshaw@tnmd.uscourts.gov; eli_richardson@tnmd.uscourts.gov; aleta_trauger@tnmd.uscourts.gov; chip_frensley@tnmd.uscourts.gov; alistair_newbern@tnmd.uscourts.gov; barbara_holmes@tnmd.uscourts.gov; thomas_anderson@tnwd.uscourts.gov; sheryl_lipman@tnwd.uscourts.gov; mark_norris@tnwd.uscourts.gov; thomas_parker@tnwd.uscourts.gov; daniel_breen@tnwd.uscourts.gov; john_fowlkes@tnwd.uscourts.gov; samuel_mays@tnwd.uscourts.gov; jon_mccalla@tnwd.uscourts.gov; tu_pham@tnwd.uscourts.gov; charmiane_claxton@tnwd.uscourts.gov; jon_york@tnwd.uscourts.gov; annie_christoff@tnwd.uscourts.gov; jordan.thomas@bassberry.com; jgolwen@bassberry.com; pmills@bassberry.com; jeffrey_sutton@ca6.uscourts.gov
Cc: Mikey D <mikeydphilips@gmail.com>
Subject: Final Apology and Acknowledgment of Misunderstandings

Dear Honorable Judges of TN, Opposing Counsel and others,

I wanted to offer my sincere apologies for having emailed you regarding my case. After spending six days confined to a cell 24 hours a day, I now fully understand how inappropriate it was to contact the Court directly, and I want to acknowledge that this will be my last message.

Upon reflection, I don't believe an order from Chief Judge Lipman mentioned not contacting judges, but I could have made a mistake. Still, it was a unique opportunity to meet the U.S. Marshals as they stormed toward me and placed me in full restraints in front of my neighbors and wife. They appeared to enjoy the event, and I'm sure it was memorable for them as well.

I realize now how mistaken and delusional I must have been—especially after being denied the medication my wife hand-delivered, and after trying to drink from the toilet/sink combo that produced water that left my throat sore. I've included a few emails below so you can see the types of "lessons" I've learned from this experience.

I also appreciate that MAA graciously offered to settle for \$5,000 in exchange for canceling the enforcement of the \$600,000 judgment against me. I understand now that referring to it as a "token" was inappropriate. Attempting to negotiate without admitting liability—or questioning the validity of a judgment not signed or executed under proper rule—was clearly misguided.

I now recognize that having my wife write an apology to the Court on my behalf while I was incarcerated—without access to legal materials, a phone book, a fax machine, or even a pen and paper—was not an appropriate way to communicate. I understand now that was the correct process for including her in settlement discussions. I also now realize that my belief that a civil contempt charge would not involve being marched in shackles through a holding cell filled with criminal defendants was incorrect. I appreciate the clarity provided by that experience.

Because I understand that judges have limited time to review entire dockets, I wanted to note that in my appeal, I submitted a response brief, an appellate brief, and a formal complaint to the Circuit Executive. I recognize now that concerns I raised—about altered subpoenas, ongoing professional ties between attorneys and former colleagues, or conflicting interests involving institutions like the Public Safety Institute—were the product of my misunderstanding. Likewise, I now see that allegations made against me in court (such as opening credit cards in opposing counsel’s name, installing surveillance devices, or reading letters addressed to opposing counsel’s relatives) were appropriately raised, and I was wrong to view them as false or defamatory.

I was also mistaken in thinking that judicial relationships—such as Judge Lipman’s position on the Sixth Circuit with Chief Judge Sutton, or the handling of appellate rulings and Circuit Executive complaints—could give rise to concerns of bias or conflicts of interest. The speed and form of those rulings now make more sense to me.

Likewise, I now understand that transforming a trademark infringement claim (which I had initially questioned) into an extended harassment judgment is perfectly legitimate. My many other concerns—over subpoena procedures, surveillance claims, extraordinary volumes of mail, or claims of coordinated legal targeting—were likely imagined. Perhaps that’s a side effect of the medications I’ve been prescribed, or the years I’ve spent researching MAA and trying to navigate this case pro se while coping with anxiety, depression, ADHD, and an autoimmune condition.

I also recognize now that the process server who dressed as a law enforcement agent and came to my home late at night—with a badge and a card that said "agent"—was simply doing his job. Sending all of that to the DOJ, along with the USB drive I received from Ms. Mills that contained evidence I believed to be embellished or tampered with, was excessive on my part.

The six days I spent in jail—including being housed with a detoxing individual suffering from diarrhea, without access to water, food, medication, or even a book—really opened my eyes. I now understand how seriously the system takes civil enforcement. That was a valuable lesson.

I now realize that filing complaints with the DOJ Criminal Division, Civil Rights Division, Antitrust Division, the SEC, FTC, HUD, EEOC, and other agencies was inappropriate. The professional relationships between opposing counsel and individuals in those agencies are of no consequence. My assumption that these were relevant or concerning was incorrect.

I also misunderstood the nature of judicial impartiality. I now accept that judges, even those with affiliations or overlapping roles in appellate matters or executive complaints, would never compromise the integrity of the court. I apologize for ever suggesting otherwise.

I know your time is limited and you may not have had the opportunity to read all of my prior messages or the full docket. That is entirely reasonable. Likewise, I now understand that no judge should report the conduct of another judge—even in unusual or troubling circumstances.

Finally, I now recognize that requesting ADA accommodations for serious medical and psychological disabilities in both state and federal court may have been misguided. I apologize for filing related notices or complaints.

In sum, thank you for helping me learn these lessons. I now know to remain silent and not question the system, even when I don't understand it. I sincerely appreciate the guidance—even if it came in the form of steel shackles, solitary confinement, and six days of dehydration.

As I mentioned, the judges may not have time to read this due to their understandably heavy caseload.

Again, my sincere apologies for everything—including my apparent misunderstanding of MAA's business practices. Their use of deceptive sales techniques, the ability to charge double rent in Virginia, operating an insurance program they own and manage without internal controls, publishing fabricated case studies by attorneys they formerly employed—and so much more—is, I now understand, perfectly acceptable. I shouldn't have questioned any of it.

As Kevin Ritz stated, these were false whistleblower complaints. Given his role with the DOJ and now as a judge, I'm sure he had no conflicts or connections of concern. Judges, after all, are required to remain unbiased—so I trust everything was handled appropriately.

And as for judges being untouchable—I get it, they have judicial immunity. But even with that, not the FBI, not the DOJ, and not even Donald Trump's well-known disdain for the courts would actually intervene in situations like this.

I'm sure no one within the DOJ ever received any of the hundreds of communications I submitted, including those sent through the SEC's TCR system. Given my track record with email, I can assume they probably weren't read or taken seriously by anyone at those agencies. Still, even if you're unsure, sometimes it feels like it's worth a shot.

I may not even have the emails correct so this could be going nowhere.

I felt it was worth a try though to show The lessons I've learned because of Michael Kapella's, or Joe Warren authoring these orders and issuing the warrant to keep Judge Lipman from claiming later. She did not know this was going on. Is totally wrong or the same thing with judge Sutton in his courtroom is wrong as well and part of my Delusion

I am sure Judge Claxton profile picture of a cat, it may be someone else with a similar email.

Again, I'm sorry for the made-up fabricated stories that I believe to be 100% true and reported through a whistleblower system and then deleted was just a part of my delusion.

My sincere apologies again.

With appreciation,
Dennis M. Philipson

----- Forwarded message -----

From: Mikey D <mikeydphilips@gmail.com>

Date: Thu, Jul 31, 2025, 12:45 AM

Subject: Formal Request for All Records & Official Notice of Unlawful Detention Conditions – Dennis M. Philipson 2025-USMS-FOIA/PA-000440

To: <USMS.FOIA@usdoj.gov>, <civil.rights@usdoj.gov>, <criminal.division@usdoj.gov>, <william.marshall@usdoj.gov>, <Amy.Boncher@usdoj.gov>, <Stephanie.Creasy@usdoj.gov>, <peter.marketos@usdoj.gov>, <pam.bass@usdoj.gov>, <holley.obrien@usdoj.gov>, <charlotte.luckstone@usdoj.gov>, <Harmeet.Dhillon@usdoj.gov>, <william.blier@usdoj.gov>, <jonathan.malis@usdoj.gov>, <john.lavinsky@usdoj.gov>, <adam.miles@usdoj.gov>, <julie.mcconnell@usdoj.gov>

Cc: Mikey D <mikeydphilips@gmail.com>

Civil Rights Division and Inspector General,

Regarding US Marshalls and Treatment while incarcerated at Alexandria Adult Detention center.

I saw the warrant. You can still send me a full copy of it, along with the immediate release order, my U.S. Marshals and jail file, mugshots, fingerprints, booking photos, intake forms, health logs, and any internal records or communications referencing my detention. That includes body cam footage, medical refusal logs, and transport records. If a new FOIA is needed, let me know—I'll submit it immediately.

Let's be honest about what happened: I was detained for civil contempt, with no criminal charges and no criminal history. I was fully cooperative. You could've called me. Instead, your agents dragged me in like a fugitive—cuffed, shackled, and marched in full restraints for a nonviolent civil matter.

From that moment forward, I was subjected to a string of abuses that not only violated basic human dignity, but likely broke federal and constitutional law:

I was held for six days, rebooked three separate times due to clerical errors between the Marshals and jail.

I was denied access to legal materials, pen or paper, a phone book, or any way to work on my case. That is a clear violation of my First and Fourteenth Amendment right to access the courts.

I was confined in a cold concrete cell 24/7 without clean drinking water. The sink-toilet combo dispensed water that burned my throat. I became dehydrated, physically ill, and lost nearly 10 pounds. That's not just cruel—that's a violation of federal health codes, and possibly CRIPA (Civil Rights of Institutionalized Persons Act).

I was denied prescribed medications for multiple serious conditions, including mental health, kidney function, and blood sugar regulation. Even after my wife hand-delivered my prescriptions, I was still not

given all of them. This isn't just medical negligence—it's deliberate indifference to medical needs, a constitutional violation under Section 1983.

The intake and rebooking process included being forced to squat naked, hold my genitals, and cough while three strangers watched. This wasn't about safety—it was punishment by humiliation. That may implicate PREA and certainly raises due process concerns under the 14th Amendment.

I was housed with a detoxing inmate, with severe diarrhea and in unsanitary conditions for no valid reason.

Let me be crystal clear: this was not criminal detention. Every degrading step of this process was excessive, unnecessary, and potentially unlawful. I was a civil detainee. The system chose to treat me like a violent felon instead.

Your Marshals may have been polite, but the rest of the system operated like it had no oversight or accountability. And while I was deprived of water, food, and medication, actual criminals involved in the underlying litigation are walking around untouched.

You have the files. I want them. This is a formal request for full documentation of everything related to my custody. I also expect someone to take responsibility for what I endured.

If this is how the federal justice system handles civil contempt, then I suggest someone take a hard look at what happens when no one's paying attention. "You all should look at the cases I'm involved in—especially Philipson v. Mid-America Apartment Communities, Inc., Case No. 2:21-cv-02552 (W.D. Tenn.), along with the related appeals and formal complaints to the Sixth Circuit Executive. And not just skim a few docket entries or fixate on moments when I was understandably upset—actually read the full record. Then ask yourselves who the real criminals are."

Dennis M. Philipson

On Tue, Jul 22, 2025, 10:43 AM USMS FOIA <USMS.FOIA@usdoj.gov> wrote:
Good Morning,

We hope this email finds you safe and in good health. Please find attached an acknowledgement letter pertaining to USMS FOIA Request Number 2025-USMS-FOIA/PA-000440.

Should you have any questions, please contact the United States Marshals Service via the following address: United States Marshals Service, Office of General Counsel FOIA Unit, CG-3, 15th Floor, Washington, DC 20530-001 or you may contact our office via the following phone number: (703) 740-3943

Thank you,

USMS FOIA Administrative Team

NOTICE: This email (including any attachments) is for official use only and intended for the use of the individual or entity to which it is addressed. It may contain information that is privileged, confidential, or otherwise protected by applicable law. If you are not the intended recipient (or the recipient's agent), you are hereby notified that unauthorized dissemination, distribution, copying, or use of this email or its contents is prohibited and may violate applicable law. If you received this email in error, please notify the sender immediately and destroy all copies.

----- Forwarded message -----

From: Mikey D <mikeydphilips@gmail.com>

Date: Thu, Jul 31, 2025, 1:04 AM

Subject: Formal Complaint: U.S. Marshals and Alexandria Adult Detention Center Misconduct in Civil Contempt Custody

To: <alexandriasheriff@alexandriava.gov>, <robyn.nichols@alexandriava.gov>, <daniel.gordon@alexandriava.gov>, <dave.cutting@alexandriava.gov>, <clemuel.houstonjr@alexandriava.gov>, <quentin.wade@alexandriava.gov>, <marybeth.plaskus@alexandriava.gov>, <latoscha.hart@alexandriava.gov>, <cicely.woodrow@alexandriava.gov>, <david.nye@alexandriava.gov>, <latanya.ervin@alexandriava.gov>, <amy.bertsch@alexandriava.gov>, <shakayla.farmer@alexandriava.gov>

Cc: Mikey D <mikeydphilips@gmail.com>

I am submitting this as a formal complaint concerning the conduct of U.S. Marshals and the Alexandria Adult Detention Center in connection with my recent detention for civil contempt. I am alleging multiple constitutional and statutory violations, gross misconduct, and abuse of authority in how I was arrested, transported, and confined.

Let's be clear from the outset:

I was detained solely for civil contempt, with no criminal charges, no underlying crime, and no prior criminal history. I was fully cooperative and could have easily been contacted to appear. Instead, U.S. Marshals arrived unannounced and treated me like a fugitive—cuffed, shackled, and paraded in full restraints as if I were dangerous, despite the purely nonviolent and civil nature of the case.

From that point forward, I was subjected to a cascade of degrading and unlawful treatment, including:

Unlawful Prolonged Detention: I was held for six days and rebooked three separate times due to repeated clerical and communication errors between the U.S. Marshals and the Alexandria jail. No one took responsibility, and each error extended my confinement unlawfully.

Denial of Access to Legal Resources: I was denied paper, pen, legal documents, a phone book, or any ability to contact counsel or prepare legal filings. This is a direct violation of my First and Fourteenth Amendment rights to access the courts and defend myself.

Cruel and Inhumane Conditions: I was placed in a cold, unsanitary concrete cell 24 hours a day with no access to clean drinking water. The water available from the sink-toilet combo was so caustic it burned my throat. I became physically ill, lost nearly ten pounds, and was clearly dehydrated. These conditions violate federal health codes and likely fall under CRIPA (Civil Rights of Institutionalized Persons Act) violations.

Medical Neglect and Deliberate Indifference: I was denied multiple prescribed medications necessary for mental health, kidney function, and blood sugar regulation. Even after my wife hand-delivered the prescriptions, I was still denied proper care. This constitutes deliberate indifference to serious medical needs in violation of the Eighth and Fourteenth Amendments, and actionable under 42 U.S.C. § 1983.

Sexually Humiliating Intake Procedures: During rebooking, I was forced to squat naked, hold my genitals, and cough while watched by three officers. This was not a legitimate safety procedure—it was punitive, degrading, and traumatizing. It raises PREA (Prison Rape Elimination Act) implications and violates my right to due process and bodily privacy.

Dangerous Housing Assignment: I was arbitrarily placed in a cell with a detoxing individual suffering from severe diarrhea, in wholly unsanitary and unsafe conditions, again without justification or proper risk assessment.

Let me be perfectly clear: I was not a criminal. I was a civil detainee. Yet I was treated worse than many felony convicts. This conduct was not just excessive—it was unlawful, unconstitutional, and disgraceful.

While U.S. Marshals may have maintained a professional tone, the total system operated with zero accountability, and every safeguard was ignored. Meanwhile, the actual bad actors in the underlying litigation—who contributed to the very need for civil contempt enforcement—face no such scrutiny or consequence.

This is a formal civil rights and misconduct complaint. I am demanding:

1. A full investigation into the conduct of both the U.S. Marshals involved and the Alexandria Adult Detention Center.
2. Disciplinary action against any personnel who failed to follow procedure or denied me medical care, legal access, or humane conditions.
3. A written explanation of how and why these failures occurred during a civil contempt arrest, and what safeguards have been implemented to prevent recurrence.
4. Accountability at the supervisory level, including review of policies around civil detention, rebooking, access to medication, and legal materials.

If this is how the federal system handles civil contempt—then it's broken. Someone needs to take responsibility, and someone needs to fix it.

I urge you to also examine Philipson v. Mid-America Apartment Communities, Inc., Case No. 2:21-cv-02552 (W.D. Tenn.), as well as the related appeals and formal complaints to the Sixth Circuit Executive.

Don't just cherry-pick docket entries or emotional moments taken out of context—read the record, and then ask yourselves who the real offenders are in this story.

Respectfully,
/s/ Dennis M. Philipson
July 31, 2025

Analysis of Potentially Unfair Terms in Settlement Agreement with MAA

One notable change in the final agreement is the timing of the \$5,000 settlement payment. In the redlined draft, the Philipsons were required to pay “in one lump sum upon execution of the Agreement”, meaning effectively immediate payment at signing. In the final version, this was modified to allow payment “within thirty (30) days of the execution of this Agreement.” This edit gives the Philipsons a short grace period rather than demanding instant payment. While an extra 30 days is a lenient timeline (not a disadvantage on its face), it is crucial for the Philipsons to understand that missing this 30-day deadline would constitute a breach of the agreement. The final agreement ties the Philipsons’ performance (including timely payment) to serious consequences – as discussed below, failing to pay on time could nullify the settlement’s protections for the Philipsons. In practical terms, the Philipsons must be diligent to make the payment within the agreed window to avoid triggering the agreement’s harsh enforcement provisions.

Both versions contain a broad mutual release of claims, but it comes with a critical condition that heavily favors MAA. The agreement provides that MAA and the Philipsons “do hereby release... each other” (including all associated persons, such as heirs, officers, employees, etc.) “from any judgments and all causes of action, actions, claims, damages, demands, suits... losses, expenses or liabilities whatsoever... whether in contract or tort, or in law or in equity... which they may hereafter acquire against each other arising out of or relating in any manner to the Lawsuit.” In plainer terms, the Philipsons give up all possible legal claims against MAA (and its affiliates) related to this case, and MAA in turn gives up its claims – most significantly agreeing to waive enforcement of the large money judgment it won – in exchange for the settlement. This release is extremely comprehensive, covering known and unknown claims (“discovered, undiscovered or otherwise”), and it prevents the Philipsons from pursuing any further legal action tied to the dispute.

However, the final agreement (like the draft) contains a clause that nullifies this release entirely if the Philipsons do not strictly meet the settlement conditions. It states that “In the event that the Philipsons violate the obligations of paragraph 1 of this Agreement and/or any of the terms and dictates of the Permanent Injunction and other orders of the Court then the foregoing release shall be null and void and of no legal effect”, allowing MAA to “take any and all actions necessary to execute on the Judgment” (i.e. collect the full original judgment) and enforce the court’s injunction. In effect, if the Philipsons slip up,

MAA regains all its original rights against them. This is a powerful legal trap: even a minor breach by the Philipsons – such as missing the payment deadline or violating any part of the court’s Permanent Injunction – would wipe out their protections under the settlement and enable MAA to pursue the ~\$600,000 judgment (plus interest) that was otherwise being forgiven. MAA, on the other hand, does not risk a comparable penalty for its own breaches (the agreement does not say the Philipsons can void the release if MAA breaches, since MAA’s primary obligation is simply to accept the payment and cease collection). The

is clear – this clause is a sword hanging over the Philipsons to ensure their perfect compliance. It pressures and legally corners the Philipsons: to keep the benefit of the settlement (drastically reduced payment and peace from the lawsuit), they must meticulously adhere to every obligation in paragraph 1 and the court’s orders. Any misstep could be catastrophic for them financially. This conditional-release mechanism is arguably overbroad and coercive, because it means even an incidental violation unrelated to monetary harm (for example, making a prohibited statement online, or otherwise violating the injunction’s terms) could reinstate MAA’s entire judgment. The Philipsons should view this as a zero-tolerance provision – the final agreement attempts to lock them into strict obedience by threatening a return to full liability if they falter.

The final agreement also makes it that as part of the consideration, the Philipsons must “strictly abide and act fully in accordance with each and every one of the dictates and terms of the Permanent Injunction and all other orders” of the federal court in the lawsuit. In other words, not only are they bound by the court’s Permanent Injunction already (by law), but the settlement reiterates and incorporates that obligation as a contractual duty. This is somewhat unusual in that it doesn’t grant the Philipsons any new rights – it simply restates existing court requirements – but by folding it into the settlement, it gives MAA an additional enforcement hook. As noted, if the Philipsons fail to comply with “each and every” dictate of the injunction or any court order, they would breach the settlement and lose the release protection. This is highly onerous: the phrase “each and every one of the dictates” allows zero room for error or flexibility. It means every single condition imposed by the court (for example, any prohibitions or requirements from the injunction order) must be followed to the letter. The breadth of this clause is a concern because it could include technical or peripheral violations – the agreement doesn’t distinguish between major and minor infractions. MAA can declare the settlement null if order from the case is breached, even inadvertently. This term is therefore another legal pitfall for the Philipsons, effectively weaponizing the existing court orders against them in the context of the settlement. It shifts power to MAA: the company can monitor the Philipsons’ compliance and, if it finds a violation, use it as leverage or cause to undo the deal. The Philipsons

should understand that this provision makes their continued freedom from the full judgment contingent on flawless obedience to the injunction and court orders – a very strict standard that again serves to pressure and silence them post-settlement.

The settlement's confidentiality clause is very broad and restrictive, effectively muzzling the Philipsons from discussing the case or the settlement. Both versions of the agreement require that “the Parties and their counsel” must “keep confidential and private in all respects” the fact of the settlement and its terms. Specifically, the Philipsons (and MAA) may not disclose or even imply _____ of the following: “(i) the terms of this Agreement; (ii) the existence of this Agreement; or (iii) any documents produced under the Protective Order in the Litigation.” If anyone inquires about the dispute or how it was resolved, the only response allowed is to “decline to respond” or state that “the matter has been resolved.” In plain language, the Philipsons are forbidden from talking about the settlement at all – they cannot reveal that a settlement was reached, nor what was agreed upon, nor even share evidence or information they obtained in the case (since much of it was likely marked confidential under a court Protective Order).

This clause is clearly designed to favor MAA: it keeps the outcome and any potentially sensitive information out of public view, thereby protecting MAA’s reputation and legal interests. For the Philipsons, it is quite limiting – it gags them from telling their side of the story or alerting others to whatever issues were involved in the lawsuit. Such confidentiality provisions are common in settlements, but the breadth here (covering even the _____ of an agreement) is notable. It can feel coercive because it silences the Philipsons indefinitely (the clause has no end date, so the obligation is permanent).

Importantly, this requirement is easy to violate inadvertently. For example, if the Philipsons mention to a friend or post on social media that “We settled our case with MAA” or discuss any details, that would breach this clause. Even disclosing documents they obtained (which might include evidence of wrongdoing, etc.) is forbidden. While the clause is mutual (MAA also can’t disclose terms or existence), in practice MAA is a corporation far less likely to want to publicize the settlement; the burden of this silence primarily falls on the Philipsons. If the Philipsons breach confidentiality, MAA could potentially pursue them for breach of contract, seek an injunction, and demand damages or attorney fees. (Notably, a confidentiality breach is _____ explicitly listed as a reason to void the entire release in paragraph 2 – only violating paragraph 1 or court orders voids the release – but MAA would still have a contractual claim and, given the agreement’s prevailing-party fee clause, could make violation very costly for the Philipsons.) In sum, the confidentiality clause is highly

one-sided in effect and serves as a tool to pressure the Philipsons into absolute silence about their experience and the settlement, under threat of further legal consequences.

The agreement also contains a far-reaching non-disparagement clause that bars the Philipsons from saying anything negative about MAA or its related entities – another provision aimed at protecting MAA’s image. It provides that neither party will “disparage each other, or each other’s owners, members, officers, directors, agents, employees (past or present), parents or affiliates” (these are defined as the “Protected Entities”). The Philipsons therefore can’t speak ill not only of MAA itself, but also a long list of people and companies associated with MAA (and likewise MAA can’t disparage the Philipsons or their family, presumably). The clause further specifies that no “derogatory, disparaging, or negative” statements may be made “whether oral, written, electronic, by social media or other means” about the Protected Entities. It even goes beyond direct statements, prohibiting the Philipsons from taking “any action which is intended, or would reasonably be expected, to harm [the Protected Entities’] reputation or... lead to unwanted or unfavorable publicity” for them. The breadth of this language is striking – it covers any kind of communication, to anyone, in any forum, and even any _____ that could cause reputational harm.

What counts as “disparaging” is defined expansively: the final version clarifies that “derogatory, disparaging, or negative statement” means any statement which disparages or is derogatory... including comments of criticism, negativism, derision, ridicule, or other statements that would cause the recipient to question the business condition, integrity, competence, good character, or product or service quality” of the person or entity. In other words, even a true statement or an honestly held opinion that casts MAA in a bad light could violate this clause. For example, if the Philipsons were to say “In our experience, MAA was negligent” or even “We had a bad experience with this landlord,” that could be deemed a negative statement causing one to question MAA’s quality or integrity. This shows how overbroad and subjective the non-disparagement clause is – virtually _____ critical or less-than-positive remark about MAA (or its officers, etc.) would qualify as a breach.

This clause is highly unbalanced in favor of MAA. While it is mutual on paper (MAA also shouldn’t disparage the Philipsons), the practical benefit lies almost entirely with the company. MAA’s goal in litigation was presumably to stop the Philipsons’ negative public campaign or allegations (given the injunction and sanctions context), so this clause continues that by contract. The Philipsons are effectively muzzled from sharing their honest experiences or opinions if those are negative. It has a strong chilling effect: knowing that any public or private negative comment could trigger a lawsuit or loss of the

settlement benefits will likely deter the Philipsons from saying about MAA, even if true. The clause's exceptions are very narrow – it allows for truthful responses in legal proceedings, compliance with subpoenas or government inquiries, or disclosures to taxing authorities. This means the Philipsons can defend themselves if MAA sues them or speak when legally compelled, but they cannot proactively speak out.

In summary, the non-disparagement clause is an onerous, far-reaching gag order. It is easy to violate (even a frustrated private comment to a third party could be relayed back to MAA), and MAA could use any breach to threaten or initiate legal action. If enforced, the Philipsons could face claims for damages or at least the cost of defending a lawsuit (with the risk of paying MAA's attorney fees if they lose, per the fee-shifting clause discussed later). This provision clearly serves to protect MAA's reputation at the expense of the Philipsons' free speech, and is a prime example of a clause that can be weaponized against the Philipsons if they are not extremely careful. They will need to essentially stay silent about MAA in all forums, forever, to avoid breaching this term.

A subtle but important edit in the final agreement is the deletion of a clause that would have protected the Philipsons from bad-faith or manipulative enforcement of the contract. In the redline version, the "Mutual Drafting" section included explicit language stating that "This Agreement shall not be interpreted or used in a manner intended to confuse, mislead, or gain unfair advantage over either Party", and that "Both Parties agree to act in good faith in the interpretation and execution of this Agreement.". This added a safety net of good faith – essentially a promise that neither side would twist the contract's words or act in a way that unfairly undermines the other, and that any ambiguities would not be exploited. From the Philipsons' perspective, such a clause would help prevent MAA from, say, seizing on an insignificant breach or a technicality in a draconian way, since MAA would be contractually bound to exercise good faith and not seek an "unfair advantage."

In the final version, that entire protective sentence was removed. The Mutual Drafting clause now ends simply with the statement that the agreement is mutually negotiated and that no part will be construed against the drafter – and omits the promise not to confuse or mislead, as well as the requirement of good faith. By dropping this language, the final agreement strips out a provision that was there to reassure and protect the Philipsons. This change is likely intentional and advantageous to MAA. Without an explicit good-faith clause, MAA has more leeway to enforce the agreement to the letter, even in harsh ways, without the Philipsons being able to point to a violated duty of fair dealing. (While general law often imposes some obligation of good faith in contracts, having it spelled out would have given the Philipsons a clearer defense if a dispute arose over an

unreasonable interpretation by MAA.) The removal of “shall not be used to confuse or mislead” suggests that MAA did not want to limit its ability to interpret the agreement strictly in its own interest.

For the Philipsons, this edit is a loss of a safeguard. It means they must assume that MAA will enforce every term to its maximum benefit. There is no contractual “fair play” language to fall back on. Thus, the final agreement is more one-sided: it allows potential legal maneuvering or aggressive enforcement by MAA that the redlined draft might have discouraged. The Philipsons should be alert that any ambiguity or loophole could be used against them, and they cannot rely on an explicit good-faith clause in the contract to temper that – they will have to rely on the inherent fairness of the law or MAA’s discretion, neither of which is guaranteed. In short, the final version’s removal of the good-faith provision is a red flag that indicates an attempt to tilt the interpretative playing field in MAA’s favor.

Several standard-looking boilerplate provisions actually have significant impacts that skew the enforcement balance toward MAA. First, the attorney’s fees clause in the agreement states that if any litigation is brought for breach or to enforce the contract, “the prevailing party shall be entitled to recover reasonable attorney’s fees and expenses from the non-prevailing party.” While this is facially mutual, consider its effect on the Philipsons: if MAA accuses them of breaching (for example, violating confidentiality or disparagement) and goes to court, and the court finds against the Philipsons, not only could the Philipsons be on the hook for damages or lose the settlement protections, they would also have to pay MAA’s legal fees for that enforcement action. Given that in the underlying lawsuit MAA had amassed over \$380,000 in attorneys’ fees (per the recitals), this fee-shifting clause is quite scary – it could impose a huge financial burden on the Philipsons for any dispute, even a relatively small breach. This deters the Philipsons from ever fighting an allegation of breach or trying to litigate a gray area; the risk of having to pay MAA’s lawyers is simply too high. On the flip side, if MAA were to breach the agreement and the Philipsons had to sue to enforce it, the Philipsons could recover their fees – they won – but realistically, the areas where MAA has obligations (like not disparaging the Philipsons or honoring the release) are limited and MAA is unlikely to violate them. In essence, the fee clause primarily serves as a threat against the Philipsons, reinforcing that non-compliance will be met with not just legal action but financial ruin in legal costs. It strongly favors the party with deeper pockets (MAA) and adds another layer of coercion: the Philipsons likely cannot afford another round of litigation, especially if losing means paying MAA’s costs.

Second, the governing law and venue clause mandates Tennessee law and exclusively “the Federal Courts in the Western District of Tennessee” as the venue for any litigation related to the agreement. This is the jurisdiction where MAA filed the original lawsuit and obtained the judgment. By agreeing to this, the Philipsons concede that any future dispute must be fought on MAA’s home turf. This can be seen as unbalanced because it advantages MAA logistically and possibly substantively (local courts might be more familiar with MAA or the case’s history). For the Philipsons, who appear to reside elsewhere (e.g., Dennis Philipson was arrested in Virginia per the recitals), this imposes significant inconvenience and cost if they ever need to go to court – travel, hiring local counsel, etc. It effectively discourages the Philipsons from pursuing any legal action or defense because it must be done in a distant forum under unfamiliar state law. In a sense, MAA ensured that if a showdown occurs, it will be on ground comfortable for MAA and costly for the Philipsons. This kind of venue clause is common in contracts, but here it reinforces the power imbalance: MAA, as a large company likely based in TN or having chosen that forum, faces little hardship litigating there, whereas the individuals (Philipsons) are further cornered.

Together, the attorney-fee shifting and the exclusive Tennessee venue amplify the coercive effect of the other provisions. If the Philipsons breach any obligation, MAA can swiftly sue them in Tennessee, knowing that if it prevails it can recover all legal costs – a daunting prospect for the Philipsons. These terms serve as a strong disincentive for the Philipsons to even contest any alleged breach or to seek relief if they feel MAA is overreaching. The final agreement thus arms MAA with both a legal and financial upper hand in any enforcement scenario, pressuring the Philipsons to remain in strict compliance and not challenge the agreement.

In reviewing the redline versus final versions of this Settlement Agreement and Mutual Release, it’s evident that the final changes tilt the agreement even further in MAA’s favor and impose several significant restrictions and risks for Dennis and Kerrie Philipson. The core settlement structure – MAA forgiving a large judgment in exchange for a small payment and the Philipsons’ silence and compliance – is present in both versions, but the final version accentuates clauses that pressure, silence, and legally corner the Philipsons:

The payment timeline was relaxed slightly (30 days vs. immediate), but any failure to timely pay or obey the court’s injunction triggers a nullification of the deal, restoring MAA’s ability to enforce the full judgment. This all-or-nothing conditional release is a looming threat over the Philipsons, effectively forcing perfect compliance.

The mutual release is extremely broad, wiping out any claims the Philipsons could possibly have, which strongly protects MAA. And that release is one-sidedly fragile – it survives only so long as the Philipsons toe the line.

The confidentiality and non-disparagement clauses are sweeping and designed to silence the Philipsons completely, barring them from sharing their story or even acknowledging the settlement. These terms are easy to breach and could be used by MAA to keep the Philipsons in check (or haul them back to court) if they say anything deemed negative.

The final version's removal of the good-faith interpretation clause is telling – it stripped away language that would have prevented abusive interpretations, signaling that MAA intends to enforce the agreement to the letter and in its own interest, without concession.

Lastly, the enforcement provisions (attorney fees and venue) stack the deck against the Philipsons, making any legal fight risky and inconvenient for them – effectively discouraging them from ever resisting MAA's enforcement of these terms.

Overall, the final agreement's edits and additions create a document that could be characterized as overly broad and coercive. It attempts to buy the Philipsons' compliance and silence for \$5,000, while equipping MAA with legal weapons (voidable release, fee shifting, injunction enforcement) to punish them if they step out of line. From a self-protection standpoint, the Philipsons should approach this final agreement with extreme caution. Every section highlighted above represents a potential pitfall or pressure point: they will need to meticulously fulfill their obligations (pay on time, follow every court order, refrain from any disclosure or disparagement) to avoid falling into a trap that voids the settlement or sparks new litigation. The changes made in the final version indicate an attempt by MAA to close any loopholes and ensure the Philipsons have no wiggle room, thereby securing MAA's interests. In sum, the final settlement is drafted in a manner that leaves the Philipsons little leverage and little margin for error – it is a deal that achieves peace for them only as long as they remain completely compliant and silent, under the shadow of the very hefty judgment that could be revived if they falter.

kerrie.philipson@gmail.com

From: kerrie P kerrie.philipson@gmail.com
Sent: Tuesday, July 2 , 2025 4:43 PM
To: olwen, John .
c: Mikey Thomas, Jordan
Subject: e: MAA Philipson
Attachments: W 0004. pg image001.gif

Thank you, John. We will talk to you in about ten days.

Take care,

Kerrie

On Tue, Jul 29, 2025, 4:40 PM Golwen, John S. <jgolwen@bassberry.com> wrote:

Dennis,

The explanation is that MAA is compromising a large six figure judgment for \$5,000 because you served via Kerrie on Saturday unverified discovery responses saying you have wholly insufficient, available assets on which MAA could collect on its judgment. MAA wants: (1) your sworn affirmation that that is the truth (as it is entitled to under FRCP 33 and the court's orders); and (2) the documents corroborating that fact, i.e., your bank statements, tax returns, etc., as it is entitled to under FRCP 34 and the order. Plain and simple, MAA does not think you have sufficient assets for it to collect on its judgment but MAA wants to confirm that fact by having your sworn oath and by seeing the documents.

I hope this explanation clears up any lack of understanding on this.

Best,

BASS BERRY SIMS

M

rr

The diagram consists of two horizontal blue lines. The upper line has five 'M' labels positioned at regular intervals along its length. The lower line has two 'M' labels positioned at regular intervals along its length.

From: Mikey D <mikeydphilips@gmail.com>
Sent: Tuesday, July 29, 2025 3:24 PM
To: Golwen, John S. <jgolwen@bassberry.com>
Subject: Re: MAA/Philipson

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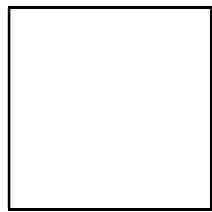
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kerrie.philipson@gmail.com

From: Mikey mikeydphilips@gmail.com
Sent: Tuesday, July 2 , 2025 4:24 PM
To: golwen@ ass erry.com.trackapp.io
c: errie.Philipson@gmail.com Mikey
Subject: e: MAA Philipson

Hi John,

Thanks again for your help with the jail situation—we genuinely appreciate your efforts. Sorry I'm writing this at a rest stop on our way south.

However, there are a few critical questions we've asked that haven't been answered yet. Specifically, we'd appreciate a clear explanation about why MAA is requesting bank statements, tax returns, and sworn interrogatory responses if we're moving forward with a settlement. Why exactly are these needed if the goal is a mutual and final resolution?

We're also concerned about the rationale behind the \$5,000 payment. On its surface, it feels like a token amount intended solely to validate a much larger judgment, which raises questions about the real intent behind the settlement.

Given our previous experiences with MAA, we have to be cautious. These document requests look like potential "gotcha" setups—an effort to lock us into statements or find contradictions to use against us later. We're also aware this type of sworn discovery could create unnecessary risks if anything is later challenged as incomplete or inconsistent.

To be clear, we want to resolve this completely, but we're going to cover all our bases. Should anything similar to the recent jail incident happen again, we now have reliable childcare arrangements and legal counsel.

I am going to have our attorney review the entire case and the settlement and give us some feedback. I'll get back to you within 10 days. Please ensure all our questions are answered before then.

Thanks,
Kerrie and Dennis

On Tue, Jul 29, 2025, 3:33 PM Golwen, John S. <jgolwen@bassberry.com> wrote:

mikeydphilips@gmail.com

From: mikeydphilips@gmail.com
Sent: Thursday, July 31, 2025 11:41 PM
To: mikeydphilips@gmail.com
Subject: FW: 2:23 cv 021 6 cgc emergency response to order 20 and request for immediate release
Attachments: image001.gif

From: Mikey D <mikeydphilips@gmail.com>
Sent: Tuesday, July 2, 2025 : 6 AM
To: jgolwen@bassberry.com
Cc: kerrie.Phipson@gmail.com; Mikey D <mikeydphilips@gmail.com>
Subject: re: 2:23 cv 021 6 cgc emergency response to order 20 and request for immediate release

Hi John,

Thanks for the update—appreciate you letting us know. We'll keep an eye out for your response and the redline of the agreement.

We've also scheduled a meeting with a local attorney when we return to review everything thoroughly on our end. And just to make sure nothing slips through the cracks, please copy both Kerrie and me on all correspondence moving forward.

Talk soon,
Dennis

On Tue, Jul 29, 2025, 7:36 AM Golwen, John S. <jgolwen@bassberry.com> wrote:

Good Morning Kerrie,

I am scheduled to be in court this today on another matter but when I return I will address the issues you have raised with respect to the discovery and the settlement agreement so we can work to get this matter finalized. I should be able to send you a redline of the proposed agreement with the revisions we have emailed about for review by you and Dennis. Dennis emailed me last night with some questions on both and I will try to address everything in one response as soon as I can turn back to this.

Best,

BASS BERRY + SIMS

John Golwen

Partner

Bass, Berry & Sims PLC

The Tower at [Peabody Place 100 Peabody Place, Suite 1300 • Memphis, TN 38103](#)

jgolwen@bassberry.com • www.bassberry.com

From: Kerrie P <kerrie.philipson@gmail.com>
Sent: Monday, July 2, 2025 10:55 AM
To: Golwen, John . <jgolwen@bassberry.com>
Subject: Re: 2:23 cv 021 6 - re: emergency response to Order 20 and request for immediate release

Hi John,

Everything you mentioned sounds reasonable. We believe the responses to the interrogatories reflect approximate and good-faith estimates. Our income and savings were likely higher during the period when Dennis was employed, so please keep that in mind when reviewing the figures.

We'd also like to request that a simple good faith clause be added to the agreement—something to the effect that this agreement is not intended to trick, mislead, or take unfair advantage of either party.

Could you please confirm which specific discovery request you're referring to in terms of the docket number—was it solely the interrogatories?

From our original revision notes, in the section referencing “vendors” or “third parties,” could we also explicitly include “attorneys, legal representatives, and court employees,” or similar language to that effect?

And yes, I’m available to join a call with the judge as soon as you’re ready.

Thanks so much,
Kerrie

On Mon, Jul 28, 2025 at 11:39 AM Golwen, John S. <jgolwen@bassberry.com> wrote:

Kerrie,

I spoke to our client. MAA is going to file its response to the Emergency motion shortly to meet the Court's noon deadline. In the response, MAA is going to tell the court it has no objection to the court ordering the release and not transporting Dennis to Memphis if the Court orders that within 15 days: (1) Dennis fully responds to the discovery and signs a verification of the interrogatory responses (i.e., you drafted written responses but the Federal Rules require that the party verify those response); (2) Dennis needs to produce the documents referenced in the written responses; and (3) Dennis needs to sign a declaration under penalty of perjury affirming the representations set forth in the emergency motion about Dennis agreeing not to contact MAA, etc. and his complying with the Court's order going forward. If the court has to release him in order for him to accomplish those three things, MAA does not object. But, MAA wants to receive those 3 things before it signs the settlement agreement. Then, you and I can call the court together and let them know the parties have reached an agreement in principal to settle and will be signing a settlement agreement within 15 days.

I have your proposed revisions to the settlement agreement and will discuss them with my client.

Best,

BASS BERRY + SIMS

John Golwen

Partner

Bass, Berry & Sims PLC

The Tower at Peabody Place 100 Peabody Place, Suite 1300 • Memphis, TN 38103

jgolwen@bassberry.com • www.bassberry.com

From: errie P <kerrie.philipson@gmail.com>
Sent: Monday, July 2 , 2025 10:2 AM
To: olwen, John . <jgolwen@bassberry.com>
Subject: e: 2:23 cv 021 6 cgc mergency esponse to rder 20 and e uest for mmediate elease

One more thing- Dennis said the US Marshals are only available till about 2pm Tennessee time and they are the ones that approve release. Dennis just talked to one of the US Marshals when they came to pick up a prisoner.

On Mon, Jul 28, 2025 at 11:24 AM Kerrie P <kerrie.philipson@gmail.com> wrote:

Hi John,

Please let me know if the agreement already includes any of this and perhaps we may have overlooked it but here are some of our suggested additions/comments regarding the agreement below.

Please make these changes or mention any if you have concerns.

Thanks,

Kerrie

Suggested Additions to Settlement Agreement Terms:

1. *Please keep the \$5,000 in one lump sum. Dennis just wants to pay and move on.*

2. *No Admission of Liability*

A clause should be added to clarify that entering into this agreement does not constitute an admission of liability or wrongdoing by any party.

3. *Mutual Non-Claims Provision*

The agreement should include language stating that no current or former employees, board members, officers, directors, vendors, competitors, affiliates, or any other third party

connected to either party may initiate or participate in any civil action, harassment claim, police report, or similar proceeding against the other party related to the subject matter of this case.

4. *Whistleblower Carveout*

The agreement should state that it shall not limit or affect Dennis's eligibility for any whistleblower rewards or protections under federal or state law, including but not limited to programs administered by the SEC, IRS, DOJ, or any other government agency.

Additionally, Dennis agrees not to provide further information to any agency except:

- In response to a lawful subpoena or court order
- Where disclosure is required by law
- Or concerning materials previously submitted or disclosed

5. *Venue Concerns*

We respectfully request reconsideration of the venue clause currently requiring exclusive jurisdiction in the Western District of Tennessee. Given the circumstances, we propose selecting a neutral jurisdiction for the resolution of any future disputes related to this agreement.

6. *Governing Law*

Similarly, instead of applying Tennessee law exclusively, we would prefer that the agreement be governed by the laws of a mutually agreed-upon neutral state, to ensure fairness and impartiality.

7. *Good Faith Clause*

We propose adding a provision to Section 11 that states: "This agreement shall not be interpreted or used in a manner intended to confuse, mislead, or gain unfair advantage over either party. Both parties agree to act in good faith in the interpretation and execution of this agreement."

On Mon, Jul 28, 2025 at 10:17 AM Golwen, John S. <jgolwen@bassberry.com> wrote:

Kerrie,

See the attached proposed agreement. I can revise it to include the two installments of \$2,500 if that is agreeable. But, as you can see if Dennis abides by the court's orders going forward and pays the \$5,000 then MAA releases

Dennis and you of any other obligations. If he violates the injunction then MAA can attempt to collect on the full judgment.

I just tried to call you. I have a call starting in 15 minutes that should last 30 to 45 minutes but I am free after that if you want to call me back.

Best,

BASS BERRY + SIMS

John Golwen

Partner

Bass, Berry & Sims PLC

The Tower at [Peabody Place 100 Peabody Place, Suite 1300 • Memphis, TN 38103](#)

jgolwen@bassberry.com • www.bassberry.com

From: kerrie P <kerrie.philipson@gmail.com>
Sent: Monday, July 2 , 2025 :12 AM
To: olwen, John .<jgolwen@bassberry.com>
Cc: Mills, Paige <PMills@bassberry.com>; Thomas, Jordan <jordan.thomas@bassberry.com>
Subject: re: 2:23 cv 021 6 cgc mergency esponse to rder 20 and e uest for mmediate elease

Hi John,

We need this done with his release secured as soon as possible because this jail is not very swift or on top of things. I just spoke to him and they will not give him a fax number or number. He said he has been trying to get access to a fax machine for a few days now unsuccessfully.

We will guarantee we will sign the agreement within about an hour of him being released and him being home. As long as it is straightforward and all of Dennis's previously stated provisions are in there and there is nothing outrageous included in there. Sorry to ask for this but he just got access to a phone this morning now. He said they barely let him out of his cell. You are welcome to try to call the jail to see if you could get a fax number from them but Dennis feels like this is the quickest and simplest way.

I am available for a call with you and ASAP- 530- 796- 6184. I am also happy to jump on a call with you and the Judge as well if that would be helpful.

Thanks,

Kerrie

On Mon, Jul 28, 2025 at 9:58 AM Golwen, John S. <jgolwen@bassberry.com> wrote:

Kerrie, MAA is agreeable to a \$2,500 payment upon execution of the agreement. Then, another installment of \$2,500 in 60 days. If the settlement agreement is violated thereafter, then MAA is entitled to pursue collection of the full amount of the judgment instead. Let us know as soon as you can if that is agreeable to you and Dennis.

B A S S B E R R Y + S I M S

John Golwen

Partner

Bass, Berry & Sims PLC

The Tower at [Peabody Place 100 Peabody Place, Suite 1300 • Memphis, TN 38103](#)

jgolwen@bassberry.com • www.bassberry.com

From: Kerrie P <kerrie.philipson@gmail.com>

Sent: Monday, July 2, 2025 :33 AM

To: Golwen, John . <jgolwen@bassberry.com>

Subject: re: 2:23 cv 021 6 cgc emergency response to order 20 and request for immediate release

Thanks, John. I just tried to call Dennis but they said he won't be able to call back until around 10:00 a.m. I just want to discuss that with him first.

Can you please advise if any measures are being taken at this time to start to prepare his release authorization in the meantime

Thanks again,

Kerrie

On Mon, Jul 28, 2025, 9:27 AM Golwen, John S. <jgolwen@bassberry.com> wrote:

Good Morning Kerrie,

We have prepared a proposed settlement agreement and have sent it to our client for his review and approval. Hopefully, we will hear back and can send it to you shortly. With respect to the monetary amount of the settlement, I believe my client is very firm on the \$5,000. Our client is compromising a money judgment of well over \$600,000. However, my client may be willing to consider two installment payments of \$2,500 each. Perhaps, you could agree to pay \$2,500 upon execution of the settlement agreement and another

\$2,500 in 60 days. Let us know if that works and I will ask my client if that would be agreeable.

Best,

B A S S B E R R Y + S I M S

John Golwen

Partner

Bass, Berry & Sims PLC

The Tower at [Peabody Place 100 Peabody Place, Suite 1300 • Memphis, TN 38103](#)

jgolwen@bassberry.com • www.bassberry.com

From: kerrie P <kerrie.philipson@gmail.com>

Sent: unday, July 2 , 2025 :32 PM

To: olwen, John .<jgolwen@bassberry.com>

Cc: Thomas, Jordan <jordan.thomas@bassberry.com>; Mills, Paige <PMills@bassberry.com>

Subject: e: 2:23 cv 021 6 cgc mergency esponse to rder 20 and e uest for immedie elease

Hi John,

Dennis asked me to pass along that he would be agreeable to a motion to seal the case records if that's something you're considering. He's fully supportive of that approach.

We also wanted to raise the possibility of negotiating the payment amount to MAA—perhaps reducing it to \$2,500 if at all feasible. As we outlined in the discovery responses submitted yesterday, our financial situation is very limited. With Dennis's father currently in the ICU and our son's ongoing health needs, our expenses have increased significantly in recent months.

Dennis also wanted to express that he is truly sorry this situation escalated the way it did. He's committed to resolving things and moving forward constructively.

Lastly, please do everything possible to send the agreement first thing tomorrow morning. The U.S. Marshals have been taking Dennis out of the facility by accident most mornings by 8:00 AM EST, so

he does not want to risk being transferred to another facility. So receiving the agreement early will be crucial for getting it to him in time.

Thanks again for your help,
Kerrie

On Sun, Jul 27, 2025 at 9:08 PM Golwen, John S. <jgolwen@bassberry.com> wrote:

Kerrie,

That is good to hear. We will draft the proposed settlement agreement and get it to you tomorrow.

Best,

BASS BERRY + SIMS

John Golwen

Partner

Bass, Berry & Sims PLC

The Tower at [Peabody Place 100 Peabody Place, Suite 1300 • Memphis, TN 38103](#)

jgolwen@bassberry.com • www.bassberry.com

From: Kerrie P <kerrie.philipson@gmail.com>
Sent: Sunday, July 2, 2025 :33 PM
To: Golwen, John . <jgolwen@bassberry.com>
Cc: Thomas, Jordan <jordan.thomas@bassberry.com>; Mills, Paige <PMills@bassberry.com>
Subject: re: 2:23 cv 021 6 cgc emergency response to order 20 and request for immediate release

Hi John,

We are very likely to agree to the proposed terms, but we urgently request that the agreement be sent to us as soon as possible so we can begin reviewing it without delay. If possible, please also prepare it in a format that can be faxed to Dennis at the detention center for his signature. We also request that this agreement be as simple, short and concise as possible. Dennis can Venmo the money when he is out or I can pay by credit card or we can wire the money when Dennis is out.

The only potential issue Dennis may have is with any language that could impact his eligibility for whistleblower rewards through government agencies. Outside of that, he is willing to agree not to speak publicly about anything related to MAA, the Court, or Bass, Berry & Sims or its employees, and he is also willing to agree not to testify or share any additional information. He has made it very clear he is more than willing to never speak to anyone again on these matters.

We're hopeful the judge will issue an order tomorrow morning, as early as possible, instructing the U.S. Marshals—or the appropriate authority—to secure his immediate release. Your help in getting this finalized as quickly as possible would mean a great deal.

Thank you again,

Kerrie

On Sun, Jul 27, 2025, 7:34 PM Golwen, John S. <jgolwen@bassberry.com> wrote:

CONFIDENTIAL SETTLEMENT COMMUNICATION – NOT ADMISSIBLE PURSUANT TO F.R.E. 408

Ms. Philipson,

As you know, I am counsel for MAA in the lawsuit in which your husband is Defendant. This email is in response to the attached email which was attached to your Emergency Motion as Exhibit B which you filed on behalf of your husband on Saturday evening. I have been able to communicate with my client over the weekend regarding your filing and the attached email. I have heard back from my client, and MAA is interested in a full and final settlement of this case. As such, MAA proposes that it enter into a binding settlement agreement with both you and Mr. Philipson. Pursuant to the settlement, you and Mr. Philipson would pay to MAA a total of \$5,000. You would jointly and severally agree to not violate the orders of the Court in the

lawsuit, namely the Permanent Injunction. The payment of \$5,000 once received would serve to fully satisfy the Court's money judgment against Mr. Philipson for \$207,136 in damages, \$383,613 in attorneys' fees and costs, the \$33,214 in prejudgment interest and any post-judgment interest that has been accruing. Upon payment of \$5,000, Mr. Philipson would be released of the monetary judgment against him in full. Going forward, the terms of the Court's injunction could not be violated. If, either of you were to violate the order of Judge Lipman regarding contact with MAA and harassment, etc. the settlement would be null and void and MAA would be permitted to take all necessary steps to collect on the full judgment. Although the incarceration for civil contempt of Mr. Philipson has been and remains in the sole discretion of the Court, of course, MAA would notify the Court of MAA's full consent to the immediate release of Mr. Philipson. While you personally are not a party to the lawsuit, MAA believes it is important that you be a party to the settlement agreement along with Mr. Philipson to help insure the terms would not be violated going forward. Please let me know if you and Mr. Philipson are agreeable to the terms set forth herein. If so, we would need to prepare a settlement agreement and release document to be signed by MAA, you and Mr. Philipson to finalize the settlement.

I look forward to hearing from you.

Best regards,

BASS BERRY + SIMS

John Golwen

Partner

Bass, Berry & Sims PLC

The Tower at [Peabody Place 100 Peabody Place, Suite 1300 • Memphis, TN 38103](#)

jgolwen@bassberry.com • www.bassberry.com

From: Kerrie P <kerrie.philipson@gmail.com>
Sent: Saturday, July 26, 2025 :5 PM
To: ntaketnwd@tnwd.uscourts.gov
Cc: olwen, John . <jgolwen@bassberry.com>; Thomas, Jordan <jordan.thomas@bassberry.com>; Mills, Paige <PMills@bassberry.com>; [F Judge ipman@tnwd.uscourts.gov](mailto:F_Judge_ipman@tnwd.uscourts.gov); mikeydphilips@gmail.com
Subject: 2:23 cv 021 6 cgc emergency response to order 209 and request for immediate release

Dear Clerk of Court,

I am writing on behalf of my husband, Dennis Michael Philipson (Defendant, pro se), in Case No. 2:23-cv-02186-SHL-cgc, pending before Chief Judge Shery H. Lipman.

Please accept the attached documents for filing on the docket:

- Emergency Response to Order 209 and Request for Immediate Release
- Exhibit A – Defendant’s Responses to Plaintiff’s First Set of Post-Judgment Interrogatories
- Exhibit B – Email to Plaintiff’s Counsel
- Exhibit C – Email to Virginia Public Defender

These materials were prepared in good faith while Mr. Philipson remains incarcerated and are intended to demonstrate his efforts to purge contempt and comply with the Court’s orders.

Thank you for your assistance in ensuring these documents are properly uploaded to the docket.

Respectfully,

/s/ Kerrie Philipson

On behalf of Dennis Michael Philipson

mikeydphilips@gmail.com

From: kerrie P <kerrie.philipson@gmail.com>
Sent: Monday, July 2, 2025 :2 PM
To: mikeydphilips@gmail.com
Subject: Fwd: 2:23-cv-02186-SHL-cgc Emergency Response to Order 209 and Request for Immediate Release

----- Forwarded message -----

From: Kerrie P <kerrie.philipson@gmail.com>
Date: Mon, Jul 28, 2025 at 1:54 PM
Subject: Re: 2:23-cv-02186-SHL-cgc Emergency Response to Order 209 and Request for Immediate Release
To: Golwen, John S. <jgolwen@bassberry.com>

They just said they received it. Thank you.

On Mon, Jul 28, 2025 at 1:52 PM Kerrie P <kerrie.philipson@gmail.com> wrote:
I am on the phone with The US Marshals now. They will not accept order from me. They need it emailed to them from the judge or the court. The email address is below.

USMS.dic@usdoj.gov

On Mon, Jul 28, 2025, 1:49 PM Golwen, John S. <jgolwen@bassberry.com> wrote:

Judge Lipman just entered the order releasing Dennis. I am scanning it so I can email you a copy now.

B A S S B E R R Y + S I M S

[John Golwen](#)

Partner

Bass, Berry & Sims PLC

The Tower at [Peabody Place 100 Peabody Place, Suite 1300 • Memphis, TN 38103](#)

jgolwen@bassberry.com • www.bassberry.com

From: Kerrie P <kerrie.philipson@gmail.com>
Sent: Monday, July 28, 2025 12:43 PM
To: Golwen, John S. <jgolwen@bassberry.com>
Subject: Re: 2:23-cv-02186-SHL-cgc Emergency Response to Order 209 and Request for Immediate Release

Hi John,

Do you know how the order of release is progressing? As stated previously, the US Marshals will be leaving soon to do their drop offs.

Thanks,

Kerrie

On Mon, Jul 28, 2025 at 12:24 PM Kerrie P <kerrie.philipson@gmail.com> wrote:

Hi John,

Dennis would also like to request, whether formally included in the agreement or simply acknowledged in writing, that MAA not pursue claims against him or assign blame for any future issues or incidents without first having credible proof—and giving Dennis the opportunity to respond. His hope is that, before any assumptions are made or actions taken, you would reach out to him directly with any concerns or questions.

He understands that MAA, as a property management company, may sometimes be targeted or criticized by various individuals or entities, and he simply wants some assurance that he won't be unfairly singled out for unrelated matters without proper basis or communication.

Thanks again,
Kerrie

On Mon, Jul 28, 2025 at 12:07 PM Golwen, John S. <jgolwen@bassberry.com> wrote:

Kerrie,

The court will probably not seal the record. However, the documents Dennis would provide in the discovery can be subject to a Protective Order that will protect your and his privacy and confidentiality. None of the documents are filed with the court, they are just provided to us pursuant to the Protective Order.

The changes to the settlement agreement are probably fine except for the jurisdiction remaining here for any dispute arising from the potential breach of the settlement agreement and the choice of law being Tennessee. I will have to discuss them with my client though.

We just filed the response to your emergency motion. And, I see that the court has now posted on the docket your emergency motion with its exhibits as well. So, let me know if you are available to call the court with me.

Thanks,

BASS BERRY + SIMS

John Golwen

Partner

Bass, Berry & Sims PLC

The Tower at [Peabody Place 100 Peabody Place, Suite 1300 • Memphis, TN 38103](#)

jgolwen@bassberry.com • www.bassberry.com

From: Kerrie P <kerrie.philipson@gmail.com>
Sent: Monday, July 28, 2025 11:01 AM
To: Golwen, John S. <jgolwen@bassberry.com>
Subject: Re: 2:23-cv-02186-SHL-cgc Emergency Response to Order 209 and Request for Immediate Release

John - one more question also- are we able to get everything sealed We can worry about it later but Dennis doesn't know how that works. District case/appeals, etc. We can worry about that another day but we just wanted to ask.

On Mon, Jul 28, 2025 at 11:54 AM Kerrie P <kerrie.philipson@gmail.com> wrote:

Hi John,

Everything you mentioned sounds reasonable. We believe the responses to the interrogatories reflect approximate and good-faith estimates. Our income and savings were likely higher during the period when Dennis was employed, so please keep that in mind when reviewing the figures.

We'd also like to request that a simple good faith clause be added to the agreement—something to the effect that this agreement is not intended to trick, mislead, or take unfair advantage of either party.

Could you please confirm which specific discovery request you're referring to in terms of the docket number—was it solely the interrogatories

From our original revision notes, in the section referencing “vendors” or “third parties,” could we also explicitly include “attorneys, legal representatives, and court employees,” or similar language to that effect

And yes, I'm available to join a call with the judge as soon as you're ready.

Thanks so much,
Kerrie

On Mon, Jul 28, 2025 at 11:39 AM Golwen, John S. <jgolwen@bassberry.com> wrote:

Kerrie,

I spoke to our client. MAA is going to file its response to the Emergency motion shortly to meet the Court's noon deadline. In the response, MAA is going to tell the court it has no objection to the court ordering the release and not transporting Dennis to Memphis if the Court orders that within 15 days: (1) Dennis fully responds to the discovery and signs a verification of the interrogatory responses (i.e., you drafted written responses but the Federal Rules require that the party

verify those response); (2) Dennis needs to produce the documents referenced in the written responses; and (3) Dennis needs to sign a declaration under penalty of perjury affirming the representations set forth in the emergency motion about Dennis agreeing not to contact MAA, etc. and his complying with the Court's order going forward. If the court has to release him in order for him to accomplish those three things, MAA does not object. But, MAA wants to receive those 3 things before it signs the settlement agreement. Then, you and I can call the court together and let them know the parties have reached an agreement in principal to settle and will be signing a settlement agreement within 15 days.

I have your proposed revisions to the settlement agreement and will discuss them with my client.

Best,

B A S S B E R R Y + S I M S

John Golwen

Partner

Bass, Berry & Sims PLC

The Tower at [Peabody Place 100 Peabody Place, Suite 1300 • Memphis, TN 38103](#)

jgolwen@bassberry.com • www.bassberry.com

From: Kerrie P <kerrie.philipson@gmail.com>
Sent: Monday, July 28, 2025 10:28 AM
To: Golwen, John S. <jgolwen@bassberry.com>
Subject: Re: 2:23-cv-02186-SHL-cgc Emergency Response to Order 209 and Request for Immediate Release

One more thing- Dennis said the US Marshals are only available till about 2pm Tennessee time and they are the ones that approve release. Dennis just talked to one of the US Marshals when they came to pick up a prisoner.

On Mon, Jul 28, 2025 at 11:24 AM Kerrie P <kerrie.philipson@gmail.com> wrote:

Hi John,

Please let me know if the agreement already includes any of this and perhaps we may have overlooked it but here are some of our suggested additions/comments regarding the agreement below.

Please make these changes or mention any if you have concerns.

Thanks,

Kerrie

Suggested Additions to Settlement Agreement Terms:

1. *Please keep the \$5,000 in one lump sum. Dennis just wants to pay and move on.*

2. *No Admission of Liability*

A clause should be added to clarify that entering into this agreement does not constitute an admission of liability or wrongdoing by any party.

3. *Mutual Non-Claims Provision*

The agreement should include language stating that no current or former employees, board members, officers, directors, vendors, competitors, affiliates, or any other third party connected to either party may initiate or participate in any civil action, harassment claim, police report, or similar proceeding against the other party related to the subject matter of this case.

4. *Whistleblower Carveout*

The agreement should state that it shall not limit or affect Dennis's eligibility for any whistleblower rewards or protections under federal or state law, including but not limited to programs administered by the SEC, IRS, DOJ, or any other government agency.

Additionally, Dennis agrees not to provide further information to any agency except:

- In response to a lawful subpoena or court order
- Where disclosure is required by law
- Or concerning materials previously submitted or disclosed

5. *Venue Concerns*

We respectfully request reconsideration of the venue clause currently requiring exclusive jurisdiction in the Western District of Tennessee. Given the circumstances, we propose selecting a neutral jurisdiction for the resolution of any future disputes related to this agreement.

6. *Governing Law*

Similarly, instead of applying Tennessee law exclusively, we would prefer that the agreement be governed by the laws of a mutually agreed-upon neutral state, to ensure fairness and impartiality.

7. *Good Faith Clause*

We propose adding a provision to Section 11 that states: "This agreement shall not be interpreted or used in a manner intended to confuse, mislead, or gain unfair advantage over either party. Both parties agree to act in good faith in the interpretation and execution of this agreement."

On Mon, Jul 28, 2025 at 10:17 AM Golwen, John S. <jgolwen@bassberry.com> wrote:

Kerrie,

See the attached proposed agreement. I can revise it to include the two installments of \$2,500 if that is agreeable. But, as you can see if Dennis abides by the court's orders going forward and pays the \$5,000 then MAA releases Dennis and you of any other obligations. If he violates the injunction then MAA can attempt to collect on the full judgment.

I just tried to call you. I have a call starting in 15 minutes that should last 30 to 45 minutes but I am free after that if you want to call me back.

Best,

BASS BERRY + SIMS

John Golwen

Partner

Bass, Berry & Sims PLC

The Tower at [Peabody Place 100 Peabody Place, Suite 1300 • Memphis, TN 38103](#)

jgolwen@bassberry.com • www.bassberry.com

From: Kerrie P <kerrie.philipson@gmail.com>

Sent: Monday, July 28, 2025 9:12 AM

To: Golwen, John S. <jgolwen@bassberry.com>

Cc: Mills, Paige <PMills@bassberry.com>; Thomas, Jordan <jordan.thomas@bassberry.com>

Subject: Re: 2:23-cv-02186-SHL-cgc Emergency Response to Order 209 and Request for Immediate Release

Hi John,

We need this done with his release secured as soon as possible because this jail is not very swift or on top of things. I just spoke to him and they will not give him a fax number or number. He said he has been trying to get access to a fax machine for a few days now unsuccessfully.

We will guarantee we will sign the agreement within about an hour of him being released and him being home. As long as it is straightforward and all of Dennis's previously stated provisions are in there and there is nothing outrageous included in there. Sorry to ask for this but he just got access to a phone this morning now. He said they barely let him out of his cell. You are welcome to try to call the jail to see if you could get a fax number from them but Dennis feels like this is the quickest and simplest way.

I am available for a call with you and ASAP- 530- 796- 6184. I am also happy to jump on a call with you and the Judge as well if that would be helpful.

Thanks,

Kerrie

On Mon, Jul 28, 2025 at 9:58 AM Golwen, John S. <jgolwen@bassberry.com> wrote:

Kerrie, MAA is agreeable to a \$2,500 payment upon execution of the agreement. Then, another installment of \$2,500 in 60 days. If the settlement agreement is violated thereafter, then MAA is entitled to pursue collection of the full amount of the judgment instead. Let us know as soon as you can if that is agreeable to you and Dennis.

B A S S B E R R Y + S I M S

John Golwen

Partner

Bass, Berry & Sims PLC

The Tower at [Peabody Place 100 Peabody Place, Suite 1300 • Memphis, TN 38103](#)

jgolwen@bassberry.com • www.bassberry.com

From: Kerrie P <kerrie.philipson@gmail.com>
Sent: Monday, July 28, 2025 8:33 AM
To: Golwen, John S. <jgolwen@bassberry.com>
Subject: Re: 2:23-cv-02186-SHL-cgc Emergency Response to Order 209 and Request for Immediate Release

Thanks, John. I just tried to call Dennis but they said he won't be able to call back until around 10:00 a.m. I just want to discuss that with him first.

Can you please advise if any measures are being taken at this time to start to prepare his release authorization in the meantime

Thanks again,

Kerrie

On Mon, Jul 28, 2025, 9:27 AM Golwen, John S. <jgolwen@bassberry.com> wrote:

Good Morning Kerrie,

We have prepared a proposed settlement agreement and have sent it to our client for his review and approval. Hopefully, we will hear back and can send it to you shortly. With respect to the monetary amount of the settlement, I believe my client is very firm on the \$5,000. Our client is compromising a money judgment of well over \$600,000. However, my client may be willing to consider two installment payments of \$2,500 each. Perhaps, you could agree to pay \$2,500 upon execution of the settlement agreement and another \$2,500 in 60 days. Let us know if that works and I will ask my client if that would be agreeable.

Best,

B A S S B E R R Y + S I M S

John Golwen

Partner

Bass, Berry & Sims PLC

The Tower at [Peabody Place 100 Peabody Place, Suite 1300 • Memphis, TN 38103](#)

jgolwen@bassberry.com • www.bassberry.com

From: Kerrie P <kerrie.philipson@gmail.com>
Sent: Sunday, July 27, 2025 8:32 PM
To: Golwen, John S. <jgolwen@bassberry.com>
Cc: Thomas, Jordan <jordan.thomas@bassberry.com>; Mills, Paige <PMills@bassberry.com>
Subject: Re: 2:23-cv-02186-SHL-cgc Emergency Response to Order 209 and Request for Immediate Release

Hi John,

Dennis asked me to pass along that he would be agreeable to a motion to seal the case records if that's something you're considering. He's fully supportive of that approach.

We also wanted to raise the possibility of negotiating the payment amount to MAA—perhaps reducing it to \$2,500 if at all feasible. As we outlined in the discovery responses submitted yesterday, our financial situation is very limited. With Dennis's father currently in the ICU and our son's ongoing health needs, our expenses have increased significantly in recent months.

Dennis also wanted to express that he is truly sorry this situation escalated the way it did. He's committed to resolving things and moving forward constructively.

Lastly, please do everything possible to send the agreement first thing tomorrow morning. The U.S. Marshals have been taking Dennis out of the facility by accident most mornings by 8:00 AM EST, so he does not want to risk being transferred to another facility. So receiving the agreement early will be crucial for getting it to him in time.

Thanks again for your help,
Kerrie

On Sun, Jul 27, 2025 at 9:08 PM Golwen, John S. <jgolwen@bassberry.com> wrote:

Kerrie,

That is good to hear. We will draft the proposed settlement agreement and get it to you tomorrow.

Best,

BASS BERRY + SIMS

John Golwen

Partner

Bass, Berry & Sims PLC

The Tower at [Peabody Place 100 Peabody Place, Suite 1300 • Memphis, TN 38103](#)

jgolwen@bassberry.com • www.bassberry.com

From: Kerrie P <kerrie.philipson@gmail.com>
Sent: Sunday, July 27, 2025 7:33 PM
To: Golwen, John S. <jgolwen@bassberry.com>
Cc: Thomas, Jordan <jordan.thomas@bassberry.com>; Mills, Paige <PMills@bassberry.com>
Subject: Re: 2:23-cv-02186-SHL-cgc Emergency Response to Order 209 and Request for Immediate Release

Hi John,

We are very likely to agree to the proposed terms, but we urgently request that the agreement be sent to us as soon as possible so we can begin reviewing it without delay. If possible, please also prepare it in a format that can be faxed to Dennis at the detention center for his signature. We also request that this agreement be as simple, short and concise as possible. Dennis can Venmo the money when he is out or I can pay by credit card or we can wire the money when Dennis is out.

The only potential issue Dennis may have is with any language that could impact his eligibility for whistleblower rewards through government agencies. Outside of that, he is willing to agree not to speak publicly about anything related to MAA, the Court, or Bass, Berry & Sims or its employees, and he is also willing to agree not to testify or share any additional information. He has made it very clear he is more than willing to never speak to anyone again on these matters.

We're hopeful the judge will issue an order tomorrow morning, as early as possible, instructing the U.S. Marshals—or the appropriate authority—to secure his immediate release. Your help in getting this finalized as quickly as possible would mean a great deal.

Thank you again,

Kerrie

On Sun, Jul 27, 2025, 7:34 PM Golwen, John S. <jgolwen@bassberry.com> wrote:

**CONFIDENTIAL SETTLEMENT COMMUNICATION – NOT
ADMISSIBLE PURSUANT TO F.R.E. 408**

Ms. Philipson,

As you know, I am counsel for MAA in the lawsuit in which your husband is Defendant. This email is in response to the attached email which was attached to your Emergency Motion as Exhibit B which you filed on behalf of your husband on Saturday evening. I have been able to communicate with my client over the weekend regarding your filing and the attached email. I have heard back from my client, and MAA is interested in a full and final settlement of this case. As such, MAA proposes that it enter into a binding settlement agreement with both you and Mr. Philipson. Pursuant to the settlement, you and Mr. Philipson would pay to MAA a total of \$5,000. You would jointly and severally agree to not violate the orders of the Court in the lawsuit, namely the Permanent Injunction. The payment of \$5,000 once received would serve to fully satisfy the Court's money judgment against Mr. Philipson for \$207,136 in damages, \$383,613 in attorneys' fees and costs, the \$33,214 in prejudgment interest and any post-judgment interest that has been accruing. Upon payment of \$5,000, Mr. Philipson would be released of the monetary judgment against him in full. Going forward, the terms of the Court's injunction could not be violated. If, either of you were to violate the order of Judge Lipman regarding contact with MAA and harassment, etc. the settlement would be null and void and MAA would be permitted to take all necessary steps to collect on the full judgment. Although the incarceration for civil contempt of Mr. Philipson has been and remains in the sole discretion of the Court, of course, MAA would notify the Court of MAA's full consent to the immediate release of Mr. Philipson. While you personally are not a party to the lawsuit, MAA believes it is important that you be a party to the settlement agreement along with Mr. Philipson to help insure the terms would not be violated going forward. Please let me know if you and Mr. Philipson are agreeable to the terms set forth herein. If so, we would need to prepare a settlement

agreement and release document to be signed by MAA, you and Mr. Philipson to finalize the settlement.

I look forward to hearing from you.

Best regards,



John Golwen

Partner

Bass, Berry & Sims PLC

The Tower at [Peabody Place 100 Peabody Place, Suite 1300 • Memphis, TN 38103](#)

jgolwen@bassberry.com • www.bassberry.com

From: Kerrie P <kerrie.philipson@gmail.com>
Sent: Saturday, July 26, 2025 7:59 PM
To: Intaketnwd@tnwd.uscourts.gov
Cc: Golwen, John S. <jgolwen@bassberry.com>; Thomas, Jordan <jordan.thomas@bassberry.com>; Mills, Paige <PMills@bassberry.com>; ECF Judge Lipman <ECF_Judge_Lipman@tnwd.uscourts.gov>; mikeydphilips@gmail.com
Subject: 2:23-cv-02186-SHL-cgc Emergency Response to Order 209 and Request for Immediate Release

Dear Clerk of Court,

I am writing on behalf of my husband, Dennis Michael Philipson (Defendant, pro se), in Case No. 2:23-cv-02186-SHL-cgc, pending before Chief Judge Sheryl H. Lipman.

Please accept the attached documents for filing on the docket:

- Emergency Response to Order 209 and Request for Immediate Release
- Exhibit A – Defendant’s Responses to Plaintiff’s First Set of Post-Judgment Interrogatories
- Exhibit B – Email to Plaintiff’s Counsel

- Exhibit C – Email to Virginia Public Defender

These materials were prepared in good faith while Mr. Philipson remains incarcerated and are intended to demonstrate his efforts to purge contempt and comply with the Court's orders.

Thank you for your assistance in ensuring these documents are properly uploaded to the docket.

Respectfully,

/s/ Kerrie Philipson

On behalf of Dennis Michael Philipson

mikeydphilips@gmail.com

From: kerrie P kerrie.philipson@gmail.com
Sent: Sunday, July 2, 2025 12:50 PM
To: F Judge ipman@tnwd.uscourts.gov
c: Jgolwen@asserry.com mikeydphilips@gmail.com pmills@asserry.com Jordan.thomas@asserry.com
Subject: Fwd: 2:23 cr 021 cgc emergency response to Order 209 and request for immediate release
Attachments: emergency response to Order 209 and request for immediate release.pdf hi it A Answers to his emergency requests.pdf hi it mail to opposing counsel.pdf hi it mail to Virginia Public Defender.pdf

Dear Honorable Judge Lipman,

I understand that contacting the Judge directly is generally discouraged, and I want to be respectful of those boundaries. However, after reviewing the local rules, I believe communication may be permitted in an emergency situation such as this. I've also included Plaintiff's counsel on this message to ensure transparency and avoid any appearance of impropriety.

Dennis is aware that he is being held in one of the better detention centers, but unfortunately, his situation has become increasingly dire. He went without his mental health medication for the first three days and still isn't receiving it consistently. I brought his prescriptions to the jail Friday evening, but they still do not provide him with all the necessary medication. A separate medication for a serious health condition hasn't been administered at all. Additionally, a second serious medicine that controls his blood sugar and kidney function also has not been administered. He is also struggling with dehydration because he has not been able to access clean drinking water, and he's already lost about 10 pounds in just five days.

There were administrative errors last week that led to him being mistakenly released back into the custody of the U.S. Marshals with errors in his Court dates, which further delayed the facility's efforts to process his medical needs.

Additionally, due to a mishandling of his custody transfer between the U.S. Marshals and the jail, Dennis has now spent three days longer than expected in central booking. He has been confined to a bare cement cell 24 hours a day with only a cot and basic bathroom facilities. I believe this has contributed to the medicine delays as well.

Dennis understands that his prior conduct in this case was unacceptable and sincerely regrets the way he handled things. As detailed in the Emergency Response to Order 209 (attached), he is now fully committed to cooperating with the Court and complying with all outstanding obligations.

I truly hope the Court might consider releasing him as soon as possible. I am deeply concerned about his health and overall well-being.

Thank you from the bottom of my heart for your time and consideration. It is genuinely appreciated.

Sincerely,
Kerrie Philipson

----- Forwarded message -----

From: <kerrie.philipson@gmail.com>

Date: Sat, Jul 26, 2025 at 8:58 PM

Subject: 2:23-cv-02186-SHL-cgc Emergency Response to Order 209 and Request for Immediate Release

To: <Intaketnwd@tnwd.uscourts.gov>

Cc: <Jgolwen@bassberry.com>, <Jordan.thomas@bassberry.com>, <pmills@bassberry.com>, <ECF_Judge_Lipman@tnwd.uscourts.gov>, mikeydphilips@gmail.com <mikeydphilips@gmail.com>

Dear Clerk of Court,

I am writing on behalf of my husband, Dennis Michael Philipson (Defendant, pro se), in Case No. 2:23-cv-02186-SHL-cgc, pending before Chief Judge Sheryl H. Lipman.

Please accept the attached documents for filing on the docket:

Emergency Response to Order 209 and Request for Immediate Release

Exhibit A – Defendant’s Responses to Plaintiff’s First Set of Post-Judgment Interrogatories

Exhibit B – Email to Plaintiff’s Counsel

Exhibit C – Email to Virginia Public Defender

These materials were prepared in good faith while Mr. Philipson remains incarcerated and are intended to demonstrate his efforts to purge contempt and comply with the Court’s orders.

Thank you for your assistance in ensuring these documents are properly uploaded to the docket.

Respectfully,

On behalf of Dennis Michael Philipson

kerrie.philipson@gmail.com

From: olwen, John . golwen@ ass erry.com
Sent: Monday, July 2 , 2025 :45 AM
To: errie P
Subject: : 2:23 c 021 cgc mergency esponse to rder 20 and e uest for
mmediate elease

Judge Lipman entered a text order yesterday ordering MAA to respond to your emergency motion by noon today which we shall do. I suspect Judge Lipman will then enter an order this afternoon regarding either Dennis' release or any further proceeding in Memphis.

If we can reach an agreement in principal on settlement, I suggest that you and I place a joint phone call to Judge Lipman's chambers to notify the court that we have reached a settlement that will be reduced to a written agreement in short order. If we do that, I think the Judge will sign an order of release. I have drafted the settlement agreement so that a signature via facsimile is permitted and valid as an original. That way, you can fax it to Dennis and hopefully we can obtain a fully executed agreement quickly.

BASS BERRY + SIMS

John Golwen

Partner

Bass, Berry & Sims PLC

The Tower at Peabody Place 100 Peabody Place, Suite 1300 • Memphis, TN 38103

jgolwen@bassberry.com • www.bassberry.com

From: errie P <kerrie.philipson@gmail.com>
Sent: Monday, July 2 , 2025 :33 AM
To: Golwen, John S. <jgolwen@bassberry.com>
Subject: Re: 2:23 c 021 cgc mergency Response o rder 209 and Re ues or mmedia e Release

Thanks, John. I just tried to call Dennis but they said he won't be able to call back until around 10:00 a.m. I just want to discuss that with him first.

Can you please advise if any measures are being taken at this time to start to prepare his release authorization in the meantime?

Thanks again,

Kerrie

On Mon, Jul 28, 2025, 9:27 AM Golwen, John S. <jgolwen@bassberry.com> wrote:

Good Morning Kerrie,

We have prepared a proposed settlement agreement and have sent it to our client for his review and approval. Hopefully, we will hear back and can send it to you shortly. With respect to the monetary amount of the settlement, I believe my client is very firm on the \$5,000. Our client is compromising a money judgment of well over \$600,000. However, my client may be willing to consider two installment payments of \$2,500 each. Perhaps, you could agree to pay \$2,500 upon execution of the settlement agreement and another \$2,500 in 60 days. Let us know if that works and I will ask my client if that would be agreeable.

Best,

B A S S B E R R Y + S I M S

John Golwen

Partner

Bass, Berry & Sims PLC

The Tower at Peabody Place 100 Peabody Place, Suite 1300 • Memphis, TN 38103

jgolwen@bassberry.com • www.bassberry.com

From: Kerrie P <kerrie.philipson@gmail.com>
Sent: Sunday, July 2 , 2025 :32 PM
To: Golwen, John S. <jgolwen@bassberry.com>
c: Thomas, Jordan <jordan.homas@bassberry.com> Mills, Paige <PMills@bassberry.com>
Subject: Re: 2:23 c 02 S cgc mergency Response o rder 209 and Re ues or mmedia e Release

Hi John,

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Lastly, please do everything possible to send the agreement first thing tomorrow morning. The U.S. Marshals have been taking Dennis out of the facility by accident most mornings by 8:00 AM EST, so he does not want to risk being transferred to another facility. So receiving the agreement early will be crucial for getting it to him in time.

Thanks again for your help,
Kerrie

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Kerrie,

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Best,

B A S S B E R R Y + S I M S

John Golwen

Partner

Bass, Berry & Sims PLC

The Tower at [Peabody Place 100 Peabody Place, Suite 1300 • Memphis, TN 38103](#)

jgolwen@bassberry.com • www.bassberry.com

From: Kerrie P <kerrie.philipson@gmail.com>
Sent: Sunday, July 2 , 2025 :33 PM
To: Golwen, John S. <jgolwen@bassberry.com>
c: Thomas, Jordan <jordan.homas@bassberry.com> Mills, Paige <PMills@bassberry.com>
Subject: Re: 2:23 c 02 S cgc mergency Response o rder 209 and Re ues or mmedia e Release

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We're hopeful the judge will issue an order tomorrow morning, as early as possible, instructing the U.S. Marshals—or the appropriate authority—to secure his immediate release. Your help in getting this finalized as quickly as possible would mean a great deal.

Thank you again,

Kerrie

On Sun, Jul 27, 2025, 7:34 PM Golwen, John S. <jgolwen@bassberry.com> wrote:

Ms. Philipson,

As you know, I am counsel for MAA in the lawsuit in which your husband is Defendant. This email is in response to the attached email which was attached to

your Emergency Motion as Exhibit B which you filed on behalf of your husband on Saturday evening. I have been able to communicate with my client over the weekend regarding your filing and the attached email. I have heard back from my client, and MAA is interested in a full and final settlement of this case. As such, MAA proposes that it enter into a binding settlement agreement with both you and Mr. Philipson. Pursuant to the settlement, you and Mr. Philipson would pay to MAA a total of \$5,000. You would jointly and severally agree to not violate the orders of the Court in the lawsuit, namely the Permanent Injunction. The payment of \$5,000 once received would serve to fully satisfy the Court's money judgment against Mr. Philipson for \$207,136 in damages, \$383,613 in attorneys' fees and costs, the \$33,214 in prejudgment interest and any post-judgment interest that has been accruing. Upon payment of \$5,000, Mr. Philipson would be released of the monetary judgment against him in full. Going forward, the terms of the Court's injunction could not be violated. If, either of you were to violate the order of Judge Lipman regarding contact with MAA and harassment, etc. the settlement would be null and void and MAA would be permitted to take all necessary steps to collect on the full judgment. Although the incarceration for civil contempt of Mr. Philipson has been and remains in the sole discretion of the Court, of course, MAA would notify the Court of MAA's full consent to the immediate release of Mr. Philipson. While you personally are not a party to the lawsuit, MAA believes it is important that you be a party to the settlement agreement along with Mr. Philipson to help insure the terms would not be violated going forward. Please let me know if you and Mr. Philipson are agreeable to the terms set forth herein. If so, we would need to prepare a settlement agreement and release document to be signed by MAA, you and Mr. Philipson to finalize the settlement.

I look forward to hearing from you.

Best regards,

BASS BERRY + SIMS

John Golwen

Partner

Bass, Berry & Sims PLC

The Tower at [Peabody Place 100 Peabody Place, Suite 1300 • Memphis, TN 38103](#)

jgolwen@bassberry.com • www.bassberry.com

From: kerrie P <kerrie.philipson@gmail.com>

Sent: Saturday, July 2, 2025 :59 PM

To: nake.nwd@nwd.uscourts.gov

c: Golwen, John S. <jgolwen@bassberry.com> Thomas, Jordan <jordan.homas@bassberry.com> Mills, Paige <PMills@bassberry.com> Judge ipman@nwd.uscourts.gov mikeydphilips@gmail.com

Subject: 2:23-cv-02186-SHL-cgc Emergency Response to Order 209 and Request for Immediate Release

Dear Clerk of Court,

I am writing on behalf of my husband, Dennis Michael Philipson (Defendant, pro se), in Case No. 2:23-cv-02186-SHL-cgc, pending before Chief Judge Sheryl H. Lipman.

Please accept the attached documents for filing on the docket:

Emergency Response to Order 209 and Request for Immediate Release

Exhibit A – Defendant’s Responses to Plaintiff’s First Set of Post-Judgment Interrogatories

Exhibit B – Email to Plaintiff’s Counsel

Exhibit C – Email to Virginia Public Defender

These materials were prepared in good faith while Mr. Philipson remains incarcerated and are intended to demonstrate his efforts to purge contempt and comply with the Court’s orders.

Thank you for your assistance in ensuring these documents are properly uploaded to the docket.

Respectfully,

On behalf of Dennis Michael Philipson

mikeydphilips@gmail.com

From: mikeydphilips@gmail.com
Sent: Thursday, July 31, 2025 11:40 PM
To: mikeydphilips@gmail.com
Subject: FW: ennis Follow p on Agreement, isco ery, and ase esolution
Attachments: image001.gif

From: Mikey D <mikeydphilips@gmail.com>
Sent: Monday, July 2 , 2025 : 3 PM
To: jgolwen@bassberry.com
Cc: Mikey D <mikeydphilips@gmail.com>; errie.Phillipson@gmail.com
Subject: Dennis Follow p on Agreement, Discovery, and ase esolution

On Mon, Jul 28, 2025 at 7:27 PM Kerrie P <kerrie.philipson@gmail.com> wrote:

----- Forwarded message -----

From: Kerrie P <kerrie.philipson@gmail.com>

Date: Mon, Jul 28, 2025 at 1:54 PM

Subject: Re: 2:23-cv-02186-SHL-cgc Emergency Response to Order 209 and Request for Immediate Release

To: Golwen, John S. <jgolwen@bassberry.com>

They just said they received it. Thank you.

On Mon, Jul 28, 2025 at 1:52 PM Kerrie P <kerrie.philipson@gmail.com> wrote:

I am on the phone with The US Marshals now. They will not accept order from me. They need it emailed to them from the judge or the court. The email address is below.

USMS.dic@usdoj.gov

On Mon, Jul 28, 2025, 1:49 PM Golwen, John S. <jgolwen@bassberry.com> wrote:

Judge Lipman just entered the order releasing Dennis. I am scanning it so I can email you a copy now.

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From: errie P <kerrie.philipson@gmail.com>
Sent: Monday, July 2 , 2025 12: 3 PM
To: olwen, John . <jgolwen@bassberry.com>
Subject: e: 2:23 cv 021 6 cgc mergency esponse to rder 20 and e uest for mmediate elease

Hi John,

Do you know how the order of release is progressing As stated previously, the US Marshals will be leaving soon to do their drop offs.

Thanks,

Kerrie

On Mon, Jul 28, 2025 at 12:24 PM Kerrie P <kerrie.philipson@gmail.com> wrote:

Hi John,

Dennis would also like to request, whether formally included in the agreement or simply acknowledged in writing, that MAA not pursue claims against him or assign blame for any future issues or incidents without first having credible proof—and giving Dennis the opportunity to respond. His hope is that, before any assumptions are made or actions taken, you would reach out to him directly with any concerns or questions.

He understands that MAA, as a property management company, may sometimes be targeted or criticized by various individuals or entities, and he simply wants some assurance that he won't be unfairly singled out for unrelated matters without proper basis or communication.

Thanks again,
Kerrie

On Mon, Jul 28, 2025 at 12:07 PM Golwen, John S. <jgolwen@bassberry.com> wrote:

Kerrie,

The court will probably not seal the record. However, the documents Dennis would provide in the discovery can be subject to a Protective Order that will protect your and his privacy and confidentiality. None of the documents are filed with the court, they are just provided to us pursuant to the Protective Order.

The changes to the settlement agreement are probably fine except for the jurisdiction remaining here for any dispute arising from the potential breach of the settlement agreement and the choice of law being Tennessee. I will have to discuss them with my client though.

We just filed the response to your emergency motion. And, I see that the court has now posted on the docket your emergency motion with its exhibits as well. So, let me know if you are available to call the court with me.

Thanks,

BASS BERRY + SIMS

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From: Kerrie P <kerrie.philipson@gmail.com>
Sent: Monday, July 2 , 2025 11:01 AM
To: golwen, John .<jgolwen@bassberry.com>
Subject: e: 2:23 cv 021 6 cgc mergency esponse to rder 20 and e uest for mmediate elease

John - one more question also- are we able to get everything sealed We can worry about it later but Dennis doesn't know how that works. District case/appeals, etc. We can worry about that another day but we just wanted to ask.

On Mon, Jul 28, 2025 at 11:54 AM Kerrie P <kerrie.philipson@gmail.com> wrote:

Hi John,

Everything you mentioned sounds reasonable. We believe the responses to the interrogatories reflect approximate and good-faith estimates. Our income and savings were likely higher during the period when Dennis was employed, so please keep that in mind when reviewing the figures.

We'd also like to request that a simple good faith clause be added to the agreement—something to the effect that this agreement is not intended to trick, mislead, or take unfair advantage of either party.

Could you please confirm which specific discovery request you're referring to in terms of the docket number—was it solely the interrogatories

From our original revision notes, in the section referencing “vendors” or “third parties,” could we also explicitly include “attorneys, legal representatives, and court employees,” or similar language to that effect

And yes, I'm available to join a call with the judge as soon as you're ready.

Thanks so much,
Kerrie

On Mon, Jul 28, 2025 at 11:39 AM Golwen, John S. <jgolwen@bassberry.com> wrote:

Kerrie,

I spoke to our client. MAA is going to file its response to the Emergency motion shortly to meet the Court's noon deadline. In the response, MAA is going to tell the court it has no objection to the court ordering the release and not transporting Dennis to Memphis if the Court orders that within 15 days: (1) Dennis fully responds to the discovery and signs a verification of the interrogatory responses (i.e., you drafted written responses but the Federal Rules require that the party

verify those response); (2) Dennis needs to produce the documents referenced in the written responses; and (3) Dennis needs to sign a declaration under penalty of perjury affirming the representations set forth in the emergency motion about Dennis agreeing not to contact MAA, etc. and his complying with the Court's order going forward. If the court has to release him in order for him to accomplish those three things, MAA does not object. But, MAA wants to receive those 3 things before it signs the settlement agreement. Then, you and I can call the court together and let them know the parties have reached an agreement in principal to settle and will be signing a settlement agreement within 15 days.

I have your proposed revisions to the settlement agreement and will discuss them with my client.

Best,

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From: Kerrie P <kerrie.philipson@gmail.com>
Sent: Monday, July 2 , 2025 10:2 AM
To: olwen, John .<jgolwen@bassberry.com>
Subject: e: 2:23 cv 021 6 cgc emergency response to order 20 and request for immediate release

One more thing- Dennis said the US Marshals are only available till about 2pm Tennessee time and they are the ones that approve release. Dennis just talked to one of the US Marshals when they came to pick up a prisoner.

On Mon, Jul 28, 2025 at 11:24 AM Kerrie P <kerrie.philipson@gmail.com> wrote:

Hi John,

Please let me know if the agreement already includes any of this and perhaps we may have overlooked it but here are some of our suggested additions/comments regarding the agreement below.

Please make these changes or mention any if you have concerns.

Thanks,

Kerrie

Suggested Additions to Settlement Agreement Terms:

1. *Please keep the \$5,000 in one lump sum. Dennis just wants to pay and move on.*

2. *No Admission of Liability*

A clause should be added to clarify that entering into this agreement does not constitute an admission of liability or wrongdoing by any party.

3. *Mutual Non-Claims Provision*

The agreement should include language stating that no current or former employees, board members, officers, directors, vendors, competitors, affiliates, or any other third party connected to either party may initiate or participate in any civil action, harassment claim, police report, or similar proceeding against the other party related to the subject matter of this case.

4. *Whistleblower Carveout*

The agreement should state that it shall not limit or affect Dennis's eligibility for any whistleblower rewards or protections under federal or state law, including but not limited to programs administered by the SEC, IRS, DOJ, or any other government agency.

Additionally, Dennis agrees not to provide further information to any agency except:

In response to a lawful subpoena or court order

Where disclosure is required by law

Or concerning materials previously submitted or disclosed

5. *Venue Concerns*

We respectfully request reconsideration of the venue clause currently requiring exclusive jurisdiction in the Western District of Tennessee. Given the circumstances, we propose selecting a neutral jurisdiction for the resolution of any future disputes related to this agreement.

6. *Governing Law*

Similarly, instead of applying Tennessee law exclusively, we would prefer that the agreement be governed by the laws of a mutually agreed-upon neutral state, to ensure fairness and impartiality.

7. *Good Faith Clause*

We propose adding a provision to Section 11 that states: "This agreement shall not be interpreted or used in a manner intended to confuse, mislead, or gain unfair advantage over either party. Both parties agree to act in good faith in the interpretation and execution of this agreement."

On Mon, Jul 28, 2025 at 10:17 AM Golwen, John S. <jgolwen@bassberry.com> wrote:

Kerrie,

See the attached proposed agreement. I can revise it to include the two installments of \$2,500 if that is agreeable. But, as you can see if Dennis abides by the court's orders going forward and pays the \$5,000 then MAA releases Dennis and you of any other obligations. If he violates the injunction then MAA can attempt to collect on the full judgment.

I just tried to call you. I have a call starting in 15 minutes that should last 30 to 45 minutes but I am free after that if you want to call me back.

Best,

BASS BERRY + SIMS

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From: Kerrie P <kerrie.philipson@gmail.com>
Sent: Monday, July 2, 2025 :12 AM
To: olwen, John . <jgolwen@bassberry.com>
Cc: Mills, Paige <PMills@bassberry.com>; Thomas, Jordan <jordan.thomas@bassberry.com>
Subject: re: 2:23 cv 021 6 cgcc emergency response to order 20 and request for immediate release

Hi John,

We need this done with his release secured as soon as possible because this jail is not very swift or on top of things. I just spoke to him and they will not give him a fax number or number. He said he has been trying to get access to a fax machine for a few days now unsuccessfully.

We will guarantee we will sign the agreement within about an hour of him being released and him being home. As long as it is straightforward and all of Dennis's previously stated provisions are in there and there is nothing outrageous included in there. Sorry to ask for this but he just got access to a phone this morning now. He said they barely let him out of his cell. You are welcome to try to call the jail to see if you could get a fax number from them but Dennis feels like this is the quickest and simplest way.

I am available for a call with you and ASAP- 530- 796- 6184. I am also happy to jump on a call with you and the Judge as well if that would be helpful.

Thanks,

Kerrie

On Mon, Jul 28, 2025 at 9:58 AM Golwen, John S. <jgolwen@bassberry.com> wrote:

Kerrie, MAA is agreeable to a \$2,500 payment upon execution of the agreement. Then, another installment of \$2,500 in 60 days. If the settlement agreement is violated thereafter, then MAA is entitled to pursue collection of the full amount of the judgment instead. Let us know as soon as you can if that is agreeable to you and Dennis.

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From: Kerrie P <kerrie.philipson@gmail.com>
Sent: Monday, July 2 , 2025 :33 AM
To: Golwen, John . <jgolwen@bassberry.com>
Subject: e: 2:23 cv 021 6 cgc mergency response to rder 20 and e uest for mmediate elease

Thanks, John. I just tried to call Dennis but they said he won't be able to call back until around 10:00 a.m. I just want to discuss that with him first.

Can you please advise if any measures are being taken at this time to start to prepare his release authorization in the meantime

Thanks again,

Kerrie

On Mon, Jul 28, 2025, 9:27 AM Golwen, John S. <jgolwen@bassberry.com> wrote:

Good Morning Kerrie,

We have prepared a proposed settlement agreement and have sent it to our client for his review and approval. Hopefully, we will hear back and can send it to you shortly. With respect to the monetary amount of the settlement, I believe my client is very firm on the \$5,000. Our client is compromising a money judgment of well over \$600,000. However, my client may be willing to consider two installment payments of \$2,500 each. Perhaps, you could agree to pay \$2,500 upon execution of the settlement agreement and another \$2,500 in 60 days. Let us know if that works and I will ask my client if that would be agreeable.

Best,

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From: errie P <kerrie.philipson@gmail.com>
Sent: unday, July 2 , 2025 :32 PM
To: olwen, John . <jgolwen@bassberry.com>
Cc: Thomas, Jordan <jordan.thomas@bassberry.com>; Mills, Paige <PMills@bassberry.com>
Subject: e: 2:23 cv 021 6 cgc mergency esponse to rder 20 and e uest for mmediate elease

Hi John,

Dennis asked me to pass along that he would be agreeable to a motion to seal the case records if that's something you're considering. He's fully supportive of that approach.

We also wanted to raise the possibility of negotiating the payment amount to MAA—perhaps reducing it to \$2,500 if at all feasible. As we outlined in the discovery responses submitted yesterday, our financial situation is very limited. With Dennis's father currently in the ICU and our son's ongoing health needs, our expenses have increased significantly in recent months.

Dennis also wanted to express that he is truly sorry this situation escalated the way it did. He's committed to resolving things and moving forward constructively.

Lastly, please do everything possible to send the agreement first thing tomorrow morning. The U.S. Marshals have been taking Dennis out of the facility by accident most mornings by 8:00 AM EST, so he does not want to risk being transferred to another facility. So receiving the agreement early will be crucial for getting it to him in time.

Thanks again for your help,
Kerrie

On Sun, Jul 27, 2025 at 9:08 PM Golwen, John S. <jgolwen@bassberry.com> wrote:

Kerrie,

That is good to hear. We will draft the proposed settlement agreement and get it to you tomorrow.

Best,

BASS BERRY + SIMS

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From: Kerrie P <kerrie.philipson@gmail.com>
Sent: Sunday, July 2, 2025 :33 PM
To: olwen, John . <jgolwen@bassberry.com>
Cc: Thomas, Jordan <jordan.thomas@bassberry.com>; Mills, Paige <PMills@bassberry.com>
Subject: re: 2:23 cv 021 6 cgc emergency response to order 20 and request for immediate release

Hi John,

We are very likely to agree to the proposed terms, but we urgently request that the agreement be sent to us as soon as possible so we can begin reviewing it without delay. If possible, please also prepare it in a format that can be faxed to Dennis at the detention center for his signature. We also request that this agreement be as simple, short and concise as possible. Dennis can Venmo the money when he is out or I can pay by credit card or we can wire the money when Dennis is out.

The only potential issue Dennis may have is with any language that could impact his eligibility for whistleblower rewards through government agencies. Outside of that, he is willing to agree not to speak publicly about anything related to MAA, the Court, or Bass, Berry & Sims or its employees, and he is also willing to agree not to testify or share any additional information. He has made it very clear he is more than willing to never speak to anyone again on these matters.

We're hopeful the judge will issue an order tomorrow morning, as early as possible, instructing the U.S. Marshals—or the appropriate authority—to secure his immediate release. Your help in getting this finalized as quickly as possible would mean a great deal.

Thank you again,

Kerrie

On Sun, Jul 27, 2025, 7:34 PM Golwen, John S. <jgolwen@bassberry.com> wrote:

Ms. Philipson,

As you know, I am counsel for MAA in the lawsuit in which your husband is Defendant. This email is in response to the attached email which was attached to your Emergency Motion as Exhibit B which you filed on behalf of your husband on Saturday evening. I have been able to communicate with my client over the weekend regarding your filing and the attached email. I have heard back from my client, and MAA is interested in a full and final settlement of this case. As such, MAA proposes that it enter into a binding settlement agreement with both you and Mr. Philipson. Pursuant to the settlement, you and Mr. Philipson would pay to MAA a total of \$5,000. You would jointly and severally agree to not violate the orders of the Court in the lawsuit, namely the Permanent Injunction. The payment of \$5,000 once received would serve to fully satisfy the Court's money judgment against Mr. Philipson for \$207,136 in damages, \$383,613 in attorneys' fees and costs, the \$33,214 in prejudgment interest and any post-judgment interest that has been accruing. Upon payment of \$5,000, Mr. Philipson would be released of the monetary judgment against him in full. Going forward, the terms of the Court's injunction could not be violated. If, either of you were to violate the order of Judge Lipman regarding contact with MAA and harassment, etc. the settlement would be null and void and MAA would be permitted to take all necessary steps to collect on the full judgment. Although the incarceration for civil contempt of Mr. Philipson has been and remains in the sole discretion of the Court, of course, MAA would notify the Court of MAA's full consent to the immediate release of Mr. Philipson. While you personally are not a party to the lawsuit, MAA believes it is important that you be a party to the settlement agreement along with Mr. Philipson to help insure the terms would not be violated going forward. Please let me know if you and Mr. Philipson are agreeable

to the terms set forth herein. If so, we would need to prepare a settlement agreement and release document to be signed by MAA, you and Mr. Philipson to finalize the settlement.

I look forward to hearing from you.

Best regards,

BASS BERRY + SIMS

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From: Kerrie P <kerrie.philipson@gmail.com>
Sent: Saturday, July 26, 2025 :5 PM
To: ntaketnwd@tnwd.uscourts.gov
Cc: olwen, John . <jgolwen@bassberry.com>; Thomas, Jordan <jordan.thomas@bassberry.com>; Mills, Paige <PMills@bassberry.com>; F Judge lipman@tnwd.uscourts.gov; mikeydphilips@gmail.com
Subject: 2:23 cv 021 6 cgc mergency esponse to rder 20 and e uest for mmediate elease

Dear Clerk of Court,

I am writing on behalf of my husband, Dennis Michael Philipson (Defendant, pro se), in Case No. 2:23-cv-02186-SHL-cgc, pending before Chief Judge Sheryl H. Lipman.

Please accept the attached documents for filing on the docket:

Emergency Response to Order 209 and Request for Immediate Release
Exhibit A – Defendant’s Responses to Plaintiff’s First Set of Post-Judgment Interrogatories

Exhibit B – Email to Plaintiff's Counsel
Exhibit C – Email to Virginia Public Defender

These materials were prepared in good faith while Mr. Philipson remains incarcerated and are intended to demonstrate his efforts to purge contempt and comply with the Court's orders.

Thank you for your assistance in ensuring these documents are properly uploaded to the docket.

Respectfully,
/s/ Kerrie Philipson
On behalf of Dennis Michael Philipson

kerrie.philipson@gmail.com

From: olwen, John . golwen@ ass erry.com
Sent: Tuesday, July 2 , 2025 3:33 PM
To: kerrie P Mikey
c: Thomas, Jordan Mills, Paige
Subject: MAA Philipson
Attachments: Mutual Release Settlement Agreement redline 4 200 .doc

Kerrie and Dennis,

Attached is a redline of the settlement agreement as promised. The redline changes are those changes you proposed to which we can recommend acceptance by our client. See also the comment bubbles which address other points raised in your emails. I think they are self-explanatory but let us know if you have questions.

With respect to the discovery, MAA would be releasing a judgment of well over \$600,000 for a \$5,000 payment and an agreement by you to abide by a court order going forward. Thus, MAA wants sworn discovery responses and documentation to confirm the accuracy of the responses. Federal Rule of Civil Procedure 33 b 3 provides that each interrogatory must be answered separately and fully in writing under oath. In order to confirm the basis for the settlement, MAA wants the interrogatories signed under oath as required by the rules and your production of the documents that will corroborate those answers.

Please review and let us know if the language of the agreement is acceptable. If so, we will send it to MAA for its review and approval.

Thank you,

B A S S B E R R Y + S I M S

John Golwen
Partner

Bass, Berry & Sims PLC
The Tower at Peabody Place 100 Peabody Place, Suite 1300 • Memphis, TN 38103
jgolwen@bassberry.com • www.bassberry.com
[map](#)

LexMundi Member

kerrie.philipson@gmail.com

From: kerrie P kerrie.philipson@gmail.com
Sent: Saturday, July 2, 2025 12:22 PM
To: u y Toos
Subject: Fwd: Dennis Philipson this is his wife

----- Forwarded message -----

From: Kerrie P <kerrie.philipson@gmail.com>
Date: Fri, Jul 25, 2025, 8:07 PM
Subject: Dennis Philipson (this is his wife)
To: jgolwen@bassberry.com <jgolwen@bassberry.com>, <jordan.thomas@bassberry.com>, pmills@bassberry.com <pmills@bassberry.com>

Good evening John, Jordan and Paige,

This is Kerrie Philipson. I am Dennis's wife and I'm sure as you're aware, he was taken into custody Wednesday morning at about 8:00 a.m.

He had a hearing today in front of the judge. I've spoken to Dennis a number of times on the phone since he's been in and he asked me to email you all and to say that he's very sorry for everything that happened and that he was wrong and he wants to know if there's anything that can be done to come to an agreement and get him out of jail.

As you may recall, Dennis is a stay at home dad for our son whose birthday and is actually 2 years old today. Our son has developmental delays and I work a hybrid schedule requiring some days in the office. We do not have daycare or babysitter or family in the area. Additionally, Dennis's dad is in the ICU as he has been having major health issues since the end of March. They are hoping to do a major procedure sometime soon to his heart. That will hopefully stop him from continually going in and out of the hospital but he is currently in the ICU. Dennis himself has a lot of medical issues that require daily medication and he is frequently treated for various health matters.

Please, if there is anything you could do. This is a lot on me as well and we just want to come to a resolution where he does not need to be transferred to Tennessee. Please let me know and I'm happy to share anything with him. I know this has been a really difficult process for both parties involved and I truly believe that both parties would really love to put this behind us. I know I can speak for myself and say I absolutely would love that.

We greatly appreciate any consideration. I look forward to your response as well.

Thanks so much again,

Kerrie

mikeydphilips@gmail.com

From: kerrie.philipson@gmail.com
Sent: Thursday, July 31, 2025 11:3 PM
To: mikeydphilips@gmail.com
Subject: FW: e uest for Meeting with Judge ipman Formal nforcement Procedures

From: Mikey D <mikeydphilips@gmail.com>
Sent: Thursday, July 31, 2025 1:55 PM
To: jgolwen@bassberry.com; pmills@bassberry.com; jordan.thomas@bassberry.com; ecf_judge_lipman@tnwd.uscourts.gov; sheryl.lipman@tnwd.uscourts.gov
Cc: kerrie.Philipson@gmail.com; Mikey D <mikeydphilips@gmail.com>
Subject: e: e uest for Meeting with Judge ipman Formal nforcement Procedures

A Friday would be preferred, because I'm bringing someone along with me to sit in on this.

On Wed, Jul 30, 2025, 12:28 PM Mikey D <mikeydphilips@gmail.com> wrote:

Hello again,

I wanted to raise one additional point for consideration. Given the complexity and irregularities surrounding this case—and the extreme and disruptive consequences it has already had on my life—I believe it would be appropriate to request an in-person meeting with Chief Judge Lipman, as well as Michael Kapellas.

After reviewing the recent call from a few days ago, it did not appear that Judge Lipman was present or participating. Given the scope and seriousness of what has occurred—including jail time, rapid threats of execution, and a proposed settlement that straddles multiple procedural boundaries—I think it's only fair and appropriate to hear directly from Judge Lipman about how this judgment was entered, what rights I still have, and how this case is expected to proceed from here.

Before I am compelled to turn over private financial information in a way that could permanently affect my legal rights and obligations, I believe I am entitled to direct clarification from the presiding judge.

Separately, I must formally state for the record that any attempt to enforce the November 1, 2024 judgment must comply with all applicable procedural requirements. As of today—July 30, 2025—I have not received any properly served billing statement, post-judgment notice, or formal enforcement action. A docket entry on PACER or an email response—even one I requested—does not satisfy the service requirements laid out in the Federal Rules.

Specifically:

Federal Rule of Civil Procedure 5(b)(2) requires that service of a written notice be completed through a method that ensures actual, traceable receipt—such as personal delivery, U.S. mail, or another formally accepted means.

Rule 69(a) requires that any enforcement follow the procedural law of the forum state—here, Tennessee—which does not permit enforcement or collection actions to be initiated via vague or informal electronic communication.

In addition, Rule 26(g) mandates that all discovery requests—including post-judgment interrogatories or document demands—be reasonable, not unduly burdensome, and not made for an improper purpose. Given the current posture of the case and the nature of the judgment, it is appropriate to scrutinize whether these demands are procedurally justified at this time.

For the record, I reserve all rights with respect to any potential means of satisfying lawful obligations, including access to external financial resources if and when I determine it is appropriate. That said, I expect any enforcement efforts to proceed strictly through proper legal channels—initiated by formal service of a billing statement, citation, or notice in accordance with the governing rules—not through informal threats, assumptions, or ambiguous correspondence.

Given these concerns and the history of this case, I believe it is entirely reasonable to request Judge Lipman's direct involvement. Please let me know if you object to me formally requesting such a meeting, or if you would prefer to discuss the matter further beforehand.

Sincerely,
/s/ Dennis M. Philipson
July 30, 2025

Exhibit C - John Golwen and Judge Lipman's Legal Assistant - Call 2 - Regarding Gag-Settlement Agreement for Release From Prison

Yes. Hi. Oh, hello.

Sure. Okay, sure. Yes.

Oh, I hear someone. Hello. Yes, I'm here.

So what can I do for you? Okay. in Virginia, in the Eastern District of Virginia, we wanted to report that to the court immediately. We, you know, it'll take us a little time to get a settlement agreement signed, but we've reached an agreement in principle to get this case settled.

And the response that we've provided on behalf of MidAmerica, you know, I just ask that Mr. Phillipson, well, it's faked that Mr. Phillipson, we don't object to his being released from incarceration, but we just ask that he be able to sign the verified copies of his interrogatory responses, provide the documents that we saw from discovery, and perhaps put in a sworn declaration the things that were set forth in the motion, because, you know, he was incarcerated and Mr. Phillipson had to file that on his behalf, so those things, you know, haven't been executed by him. So we had, in our response, the court will see that we had asked for those three things, sort of as a condition. Yes, he is still in Virginia.

Yeah, what we'd be willing to do is file a notice that says we've reached an agreement in principle to settle the case, that the parties are working on a settlement agreement that would be subject to what we outlined in our response to the emergency motion. Okay, that's perfect. Okay.

That would be great. Okay. That would be great.

And I think once we get the notice, we can reach out to the Marshals Service, and we can get something in on the docket that will allow him to be released. That would be wonderful. He did share with me that they're typically, the Marshals daily are only there until I suppose it'll be 2 p.m. at the latest year time, Tennessee time.

Here, we're an hour ahead. So I know it's very, very high importance to get him out today to both of us. We, on behalf of MidAmerica, will get this notice filed probably here in the next 30 minutes.

Okay, perfect. Perfect. We'll move as quick as we can.

Okay, perfect. It's just of utmost importance. Thank you so much for that.

I know we have 15 minutes. Sorry. Okay.

All right. We will get to it. Okay.

Thank you. Appreciate it. Okay, bye-bye.

Bye.

Dennis P <mphillyd@gmail.com>

Re: Whistleblower submission on 11/24/21

Dennis Philipson <mphillyd2@gmail.com>
To: "Russell, Glenn" <Glenn.Russell@maac.com>
Bcc: mphillyd@gmail.com

Wed, Dec 1, 2021 at 3:46 PM

Hello again,

I wanted to add. I know what I know, and everything I have mentioned is the truth. I know what I witnessed over the last several years. I know you have current employees that have or are still committing "accounting errors". I also started receiving texts from current employees, assuming you started questioning them.

Again, being that MAA dismissed my comments when I was asked to leave the company, I have a hard time trusting anyone at MAA. MAA has always done what is best for them, not their employees or residents.

No offense to you, I would assume you need to be very ethical in your position.

I want to review the report from April to make sure I am not being portrayed as crazy, as MAA is making me seem in their position statement to the EEOC.

Again, nothing against you, you seem like a great honest person.

Dennis

On Wed, Dec 1, 2021, 2:51 PM Dennis Philipson <mphillyd2@gmail.com> wrote:

Hello Glenn,

I hope you had a nice Thanksgiving as well.

I am still waiting to hear back from my original submission from April.

Dennis

On Wed, Dec 1, 2021, 2:26 PM Russell, Glenn <Glenn.Russell@maac.com> wrote:

Good afternoon Dennis.

Hope you had a good Thanksgiving.

I was curious if you submitted a NEW call into the whistleblower hotline on 11/24/21 in the evening?

Thank you

Glenn

Glenn Russell, CPA, CIA

SVP, Internal Audit

[6815 Poplar Avenue, Suite 500](#)

Germantown, TN 38138

P: 901-435-5412 M: 901-568-3052

[www.maac.com](#)

Dennis P <mphillyd@gmail.com>

RE: Whistleblower submission - MAA

1 message

Russell, Glenn <Glenn.Russell@maac.com>To: Dennis Philipson <mphillyd2@gmail.com>

Wed, Nov 10, 2021 at 9:05 AM

Hello Dennis,

Thank you for the note.

Regarding the April submission, I was the one that reviewed that detail and provided a report to our independent Audit Committee.

I am reviewing the requirements and format of the reporting that will be submitted to the caller on that submission (you) and will get that posted back to the Whistleblower website before November 30.

I want to make sure I use the appropriate format/template for that report.

Regarding the September call submitted related to the accounting practice of casualty loss items, I wondered if you had time to get on a call with me to answer a few questions around some of the allegations and materials that you submitted. Do you have availability this afternoon or tomorrow for a call perhaps?

Or do you prefer that I submit my questions to you via email?

Thank you

Glenn

**Glenn Russell, CPA, CIA**

SVP, Internal Audit

6815 Poplar Avenue, Suite 500

Germantown, TN 38138

P: 901-435-5412 M: 901-568-3052

www.maac.com

From: Dennis Philipson <mphillyd2@gmail.com>
Sent: Wednesday, September 22, 2021 8:27 AM
To: Russell, Glenn <Glenn.Russell@maac.com>
Subject: [EXTERNAL] Complaint fr5dygikuryskb

Good morning Glenn,

I hope that you are well. I submitted a whistleblower complaint, fr5dygikuryskb back on 4/6/2021. Am I able to get a follow-up report? I thought the whistleblower policy said I would be informed of the results? Perhaps I misinterpreted the policy.

I also submitted a whistleblower complaint yesterday; I believe there was some fraud going on there. I cannot be sure, but the way casualty loss was handled at MAA seemed very unethical. That is zuydoiq779yn0.

If I can be of any more assistance, please let me know.

Thank you,

Dennis Philipson



WHISTLEBLOWER

Message Summary

Subject

Inaccurate Coding

Type

Secure Web Form

Documents

3-12-21 Ice Storm Causulty.pdf (https://www.whistleblowerservices.com/maa/system/files-encrypted/whistleblower/documents/2021-09-20/3-12-21%20Ice%20Storm%20Causulty.pdf?language=en)	1.31 MB
Fake Tree Removal 12-1-20.pdf (https://www.whistleblowerservices.com/maa/system/files-encrypted/whistleblower/documents/2021-09-20/Fake%20Tree%20Removal%2012-1-20.pdf?language=en)	729.46 KB
email 9-30-21.pdf (https://www.whistleblowerservices.com/maa/system/files-encrypted/whistleblower/documents/2021-09-20/email%209-30-21.pdf?language=en)	1015.25 KB
Email 11-24-20.pdf (https://www.whistleblowerservices.com/maa/system/files-encrypted/whistleblower/documents/2021-09-20/Email%2011-24-20.pdf?language=en)	1.18 MB
Post Tysons Corner SO 7370107.pdf (https://www.whistleblowerservices.com/maa/system/files-encrypted/whistleblower/documents/2021-09-20/Post%20Tysons%20Corner%20SO%207370107.pdf?language=en)	2.39 MB
Post Tysons Corner SO 7370107.pdf (https://www.whistleblowerservices.com/maa/system/files-encrypted/whistleblower/documents/2021-09-20/Post%20Tysons%20Corner%20SO%207370107_0.pdf?language=en)	2.39 MB
3-12-21 Ice Storm Causulty.pdf (https://www.whistleblowerservices.com/maa/system/files-encrypted/whistleblower/documents/2021-09-20/3-12-21%20Ice%20Storm%20Causulty_0.pdf?language=en)	1.31 MB
3-12-21 Ice Storm Causulty.pdf (https://www.whistleblowerservices.com/maa/system/files-encrypted/whistleblower/documents/2021-09-20/3-12-21%20Ice%20Storm%20Causulty_1.pdf?language=en)	1.31 MB
Post Tysons Corner - Install Chalet Stone Boulders at Pool SO 7387824.pdf (https://www.whistleblowerservices.com/maa/system/files-encrypted/whistleblower/documents/2021-09-20/Post%20Tysons%20Corner%20-20Install%20Chalet%20Stone%20Boulders%20at%20Pool%20SO%207387824.pdf?language=en)	2.12 MB
email 9-30-21.pdf (https://www.whistleblowerservices.com/maa/system/files-encrypted/whistleblower/documents/2021-09-20/email%209-30-21_0.pdf?language=en)	1015.25 KB

Created

Mon, 09/20/2021 - 13:13

Original Message

I had brought this type of info up before - and never received an update under the original whistleblower complaint. I have also filed whistleblower complaints with other agencies as well so they can double-check. I am not sure what kind of investigating you do, but it is straightforward to pull all invoices using GL Code CLS. These items are not casualty losses; they should be regular property expenses. There was no actual storm damage or casualty loss. I was instructed by RVP, SVP, RLD, and RSD on numerous occasions that these items should be casualty loss when they were not. I have attached a few emails to show some examples. There are other examples, and this is company-wide.

Comments

Displaying 1 - 7 of 7

Created

Sun, 12/05/2021 - 08:52

You can close this submission and not contact me further. Dennis Philipson

Created

Wed, 11/24/2021 - 18:12

More info coming soon.

Created

Fri, 09/24/2021 - 08:54

Ok - sounds good! Since I reported similar items in April and did not hear back, I did report my "allegations" to the SEC, I was not sure if this was considered fraud or not. If you have any other concerns, please feel free to email us. Thank you, and have a good weekend!

From

Mid-America Apartment Communities, Inc. Representative

Created

Thu, 09/23/2021 - 12:52

Thank you for sharing your concerns with MAA and for providing additional documentation from the submission you made in April. We are taking your allegations seriously and will notify you of the conclusion of our investigation once it is complete.

Created

Wed, 09/22/2021 - 12:47

added email

Documents

7-18-19 - Jay Email Casualty Loss.pdf (https://www.whistleblowerservices.com/maa/system/files-encrypted/whistleblower/documents/2021-09-22/7-18-19%20-%20Jay%20Email%20Casualty%20Loss.pdf?language=en)	1.29 MB
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Created

Tue, 09/21/2021 - 16:38

I would guestimate at least \$500,000 at 6 different properties in the last 3-4 years btw. Not hard to make a fake incident report. Seems to be a company joke. I would guess, much more company wide Sitetec also seems to be a favorite vendor, even though they are horrible. Probably because Tim will put whatever you want in the invoice. Again, not sure if this is fraud....but sure seems unethical.

Created

Mon, 09/20/2021 - 13:26

some more emails.

Documents

email 3-10-21.pdf (https://www.whistleblowerservices.com/maa/system/files-encrypted/whistleblower/documents/2021-09-20/email%203-10-21.pdf?language=en)	1.1 MB
winkler email 3-10-21.pdf (https://www.whistleblowerservices.com/maa/system/files-encrypted/whistleblower/documents/2021-09-20/winkler%20email%203-10-21.pdf?language=en)	667.11 KB

Add Comment

Message**▲ Documents**

 Add Comment



WHISTLEBLOWER

Message Summary

Subject

Harassment

Type

Secure Web Form

Documents

Screenshot_20210917-105728.png (https://www.whistleblowerservices.com/maa/system/files-encrypted/whistleblower/documents/2021-09-17/Screenshot_20210917-105728.png?language=en) 695.24 KB

Screenshot_20210917-105719.png (https://www.whistleblowerservices.com/maa/system/files-encrypted/whistleblower/documents/2021-09-17/Screenshot_20210917-105719.png?language=en) 726.93 KB

Screenshot_20210917-105707.png (https://www.whistleblowerservices.com/maa/system/files-encrypted/whistleblower/documents/2021-09-17/Screenshot_20210917-105707.png?language=en) 895.27 KB

2-19-21+Resident+Harrasement.pdf (<https://www.whistleblowerservices.com/maa/system/files-encrypted/whistleblower/documents/2021-09-17/2-19-21%2BResident%2BHarrasement.pdf?language=en>) 1.67 MB

Screenshot_20210917-104936.png (https://www.whistleblowerservices.com/maa/system/files-encrypted/whistleblower/documents/2021-09-17/Screenshot_20210917-104936.png?language=en) 2.3 MB

Screenshot_20210917-110015.png (https://www.whistleblowerservices.com/maa/system/files-encrypted/whistleblower/documents/2021-09-17/Screenshot_20210917-110015.png?language=en) 2.11 MB

Created

Fri, 09/17/2021 - 11:00

Original Message

I spent 5 years working for this company and not only was harassed by residents also my direct supervisor, Mr Blackman. I had an issue with two residents harassing me and Jay dismissed the situation and told me to handle myself. Jay, constantly commented on my looks and weight where at one time I had to ask him to stop and tell them i was tired of these comments. For years, after I sent in medical documents saying I had a mental illness, he sent me "waterboy" memes, which I can only assume were commenting on my mental capacity. I have attached a couple text messages and one email, though there are several in my archives dating back to 2017. I also, do not want to send anymore documents based on advice given. Please do not contact me, you should really look into this though. Oh, also you TA manager helped me have a new hire beat a drug test...I got proof of that as well. Just thought you should know. Thanks. Have a great day!!

Comments

Displaying 1 - 10 of 10

Created

Sun, 12/05/2021 - 08:53

You can close this submission and not contact me further. Dennis Philipson

Created

Wed, 11/24/2021 - 18:12

More info coming soon.

Created

Fri, 09/24/2021 - 08:56

OK, great - I am sure the EEOC will be able to settle this matter. Thanks again!

Created

Thu, 09/23/2021 - 07:47

please disregard, wrong portal.

Documents

11-8-2017 Amber Cato.pdf (https://www.whistleblowerservices.com/maa/system/files-encrypted/whistleblower/documents/2021-09-23/11-8-2017%20Amber%20Cato_0.pdf?language=en)	919.77 KB
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From

Mid-America Apartment Communities, Inc. Representative

Created

Wed, 09/22/2021 - 13:53

Thank you for reaching out. We have received your additional information. The concerns you have presented are currently being handled through the EEOC.

Created

Mon, 09/20/2021 - 20:23

This is my final attempt to bring this matter to MAAs attention. I have dozens more emails, texts, etc regarding Jay's childishness and harassing behavior while I was with MAA. Do something about it!! Again, I am not the first person to bring this up or will I be the last.

Created

Mon, 09/20/2021 - 20:20

Not

Documents

Screenshot_20210920-201826.png (https://www.whistleblowerservices.com/maa/system/files-encrypted/whistleblower/documents/2021-09-20/Screenshot_20210920-201826.png?language=en)	1.34 MB
Screenshot_20210920-201826.png (https://www.whistleblowerservices.com/maa/system/files-encrypted/whistleblower/documents/2021-09-20/Screenshot_20210920-201826_0.png?language=en)	1.34 MB
Screenshot_20210920-201837.png (https://www.whistleblowerservices.com/maa/system/files-encrypted/whistleblower/documents/2021-09-20/Screenshot_20210920-201837.png?language=en)	861.85 KB

Created

Mon, 09/20/2021 - 19:04

additional emails

Documents

Email 8-26-20 Innappropriate Meme.pdf (https://www.whistleblowerservices.com/maa/system/files-encrypted/whistleblower/documents/2021-09-20/Email%208-26-20%20Innappropriate%20Meme_0.pdf?language=en)	1.58 MB
Email 9-22-20 Innappropriate Meme.pdf (https://www.whistleblowerservices.com/maa/system/files-encrypted/whistleblower/documents/2021-09-20/Email%209-22-20%20Innappropriate%20Meme_1.pdf?language=en)	1.18 MB
email 11-16-20.pdf (https://www.whistleblowerservices.com/maa/system/files-encrypted/whistleblower/documents/2021-09-20/email%2011-16-20_0.pdf?language=en)	1.23 MB

Created

Fri, 09/17/2021 - 14:45

Also, to Add, how MAA had Drew's back during the whole traumatic ordeal and court case with the resident, Reza.

Created

Fri, 09/17/2021 - 14:38

Also, to add, there were witnesses when I asked him to stop commenting on my weight, clothes etc. I continued to be mocked even after that encounter. Due to past experiences with individuals reporting Jay and my interaction with your ER department, reporting him would have been useless. Not to mention, that your recent "investigation" did not even question any employees I had worked with in the past about harassment. All of them told me they were never even questioned. I heard inappropriate conversations regarding same sex with Kevin Curtis. I heard inappropriate things mentioned with Hannah Schindewolf. I heard race related comments with Addi. It is apparent that you do not do very thorough investigations. Also, when a financial concern was brought up, nothing was done. I have an email, from the CEO of that company, saying " Jay and I worked this out. It is apparent, that you do not do adequate investigation even after I tried to give the opportunity for this. Thanks. Have a great weekend.

Add Comment

Message

▲ Documents

 Add Comment



WHISTLEBLOWER

Message Summary

Subject

Accounting Practices/Racial Bias

Type

Secure Web Form

Documents

None

Created

Tue, 04/06/2021 - 07:08

Original Message

Good morning, I am just mentioning what I heard, all this should be looked into for accuracy. First, I do not know if this is against policy, but it just does not seem right to me. I planned on bringing this up on the SVP visit, but seemed like they were on a tight schedule. In March 2021, I received a call from Jay Blackman asking how much I paid in pool expenses for 2020. I then was asked to compare it to Post Corners in Centreville's 2020 expenses. We found that Post Corners in Centreville had underpaid her 2020 by \$15,000. Now my response would be to let accounting know immediately and pay the bill for 2020 for \$15,000. From what I heard and I am not positive if this is accurate, the pool company was told that they need to work with Jay or else they would lose the contract. Jay seemed to blame Winkler for his lack of attention to detail and being able to catch this in 2020. Jay also said some pretty nasty things about Winkler and I know for a fact they are good at collecting money. From what I heard the \$15,000 is being paid in 2021, for services rendered in 2020 and split into payments. I also heard that some of this \$15,000 is being hidden in capital money by inflating some of the work that has actually been done. It is my understanding that regular life guard service is not a capital expense. Now, I do not know if this is against policy or just creative accounting. Also, I know there was another \$40,000 of bills that added up from another contractor at the same property earlier in 2020 Hopefully that all got accounted for correctly. Secondly, I am tired of hearing Jay's borderline racist comments. He compares every black candidate we have interviewed to either ex employee Addi or Ronald from Post Pentagon Row. Most recently interviewed two black candidates, and his comment to me was "Oh, she was not like Addi at all." I do not understand how comparing her to someone that left the company two years ago is relevant. To me, I took that as, she is not "black or ghetto" like Addi. I am sorry, I look at everyone as an individual and to not bunch people into one group. I could go on about other situations, but it is not my place. Thanks!

Comments

Displaying 1 - 8 of 8

Created

Fri, 12/03/2021 - 11:51

Thank you for letting me know. 1) So when trees do not really fall down - it is ok to say that they did in order to consider them a causlty loss? 2) When you have a drywall leak, it is ok to consider this casualty loss even though 100 ft of drywall is not replaced according to your own definition of a causlty loss in the GL spreadsheet? Water remediation is causlty loss? 3) 40 million dollars of damage to an insurance company relating to a winter storm is reimbursed without any pictures or proper documentation? I thought you were self insured anyhow. 4) How are drains considered a causlty loss when no causlty loss has occured . Ok, then I guess I was wrong. Thank you for letting me know. You can consider this closed.

From

Mid-America Apartment Communities, Inc. Representative

Created

Fri, 12/03/2021 - 09:53

Thank you for your submissions to MAA's anonymous and confidential whistleblower center. We received your original concerns from April 2021 as well as September 2021, the attachments provided with each original submission, as well as your additional comments and attachments submitted after the original submissions. We have conducted a review of your allegations and have concluded that no questionable accounting, internal accounting controls or auditing matters had occurred relating to our accounting for spending on casualty loss items. You have indicated that more information may be forthcoming. We will review and consider any additional information that you provide. If you do not provide any additional information before December 10, 2021, we will consider this matter and all of your other submissions closed.

Created

Fri, 12/03/2021 - 08:29

I am also aware of times when MAA asked vendors to put storm damage or flood damage on their invoices, Brightview, Rupert, Sitetec, etc.

Created

Fri, 12/03/2021 - 08:21

See below for the email I sent on 12/1 to Glenn. I also emailed Glenn, I am not sure what NEW submission was added, and I commented 11/24 and 11/30 to my original submissions. I am not sure why Glenn would be curious if I submitted; I have been pretty open and honest with my submissions. All I can say is this; I asked for clarification while working at MAA on casualty loss on multiple occasions (I have those emails as well). I was never provided clarification. I do not believe most of these items qualified as an actual casualty loss. I know I spoke to multiple managers, and they made jokes about putting

things to casualty loss. I know Dennis Duke visited the property, and we put drains to casualty loss. I know I was instructed multiple times to claim items as a casualty loss. He also stated that is how you run a property. I provided email documentations. I am not sure what is going on or why so many items are coded to casualty loss. I am not sure why some accountants argued that it was or was not. I am not sure why flood cleanup would be a casualty loss. Post Properties or Bozzuto did not code items like that. I worked for WashREIT with Bozzuto, and they did not have these types of codes. I also gave enough information about will NOT be speaking further with MAA on this matter. I am happy to speak to anyone from the SEC. If you are not going to provide the report of your findings, I can not be sure I was right with my "allegations." Thank you, 12/1/2021 Hello again, I wanted to add. I know what I know, and everything I have mentioned is the truth. I know what I witnessed over the last several years. I know you have current employees that have or are still committing "accounting errors." I also started receiving texts from current employees, assuming you started questioning them. Again, being that MAA dismissed my comments when I was asked to leave the company, I have a hard time trusting anyone at MAA. MAA has always done what is best for them, not their employees or residents. No offense to you; I would assume you need to be very ethical in your position. I want to review the report from April to make sure I am not being portrayed as crazy, as MAA is making me seem in their position statement to the EEOC. Again, nothing against you; you seem like a great honest person. Dennis On Wed, Dec 1, 2021, 2:51 PM Dennis Philipson wrote: Hello Glenn, I hope you had a nice Thanksgiving as well. I am still waiting to hear back from my original submission from April. Dennis On Wed, Dec 1, 2021, 2:26 PM Russell, Glenn wrote: Good afternoon Dennis. Hope you had a good Thanksgiving. I was curious if you submitted a NEW call into the whistleblower hotline on 11/24/21 in the evening? Thank you Glenn Glenn Russell, CPA, CIA SVP, Internal Audit 6815 Poplar Avenue, Suite 500 Germantown, TN 38138 P: 901-435-5412 M: 901-568-3052
www.maac.com

Created

Tue, 11/30/2021 - 13:52

Hello, I am checking to see if the report regarding my claim is available. Thank you.

Created

Wed, 11/24/2021 - 18:12

More info coming soon.

Created

Tue, 09/21/2021 - 14:00

The investigator and/or the Company's legal counsel, will contact, to the extent the identity of the person who files a report is known, each Company employee or contractor who files a Report to inform him or her of the results of the investigation and what, if any, corrective action was taken.

From	Created
Mid-America Apartment Communities, Inc. Representative	Tue, 04/06/2021 - 14:07

Thank you for making this submission so that we can review your concerns. Anwar Brooks, Director of Employee Relations, will be reaching out to you through the email contact address you provided. He may also be joined by Glenn Russell, SVP of Internal Audit. Please feel free to provide any additional information you wish to share either through this platform or directly with Anwar. Anwar can be reached by email at anwar.brooks@maac.com or by phone at 901-248-4123.

Add Comment

Message

▲ Documents

 Add Comment

Audio file

2025-07-28 10-22-48 (phone) +1 901-647-3005 ↗ (online-audio-converter.com).mp3

Transcript

00:00:08 Wife

Hi, how are you, John?

00:00:11 John Golwen - Bass Berry Sims

I'm good.

00:00:11 John Golwen - Bass Berry Sims

I got to hop on a call in 8 minutes with a client, another matter.

00:00:15 Wife

Okay.

00:00:15 Wife

Sorry, I didn't realize I had the phone on silent.

00:00:18 Wife

That's all right.

00:00:18 Wife

I just sent.

00:00:21 John Golwen - Bass Berry Sims

You the settlement agreement.

00:00:23 Wife

Okay.

00:00:23 John Golwen - Bass Berry Sims

It has everything.

00:00:26 John Golwen - Bass Berry Sims

What it doesn't include is

00:00:30 John Golwen - Bass Berry Sims

if you want to agree to doing the 5000 in two different installments, I'll be able to tweak that.

00:00:38 Wife

Yeah, please, let's do that.

00:00:39 Wife

Yeah, Dennis is fine with that.

00:00:41 Wife

I just got off the phone with him again.

00:00:42 Wife

But it's extremely challenging to contact him.

00:00:46 Wife

Yeah.

00:00:46 John Golwen - Bass Berry Sims

So what you're saying is you don't think that we

00:00:51 John Golwen - Bass Berry Sims

can't even get a fax signature from him.

00:00:53 Wife

No, no, not unless you call and you're like he said he's been asking for days for things like a fax number or a fax machine or an e-mail.

00:01:02 Wife

He even asked for a pen or a piece of paper and they wouldn't give him that.

00:01:04 Wife

So.

00:01:05 John Golwen - Bass Berry Sims

Well, you know, what we probably ought to do, I've just been emailing with my client.

00:01:11 John Golwen - Bass Berry Sims

I haven't talked to him.

00:01:14 John Golwen - Bass Berry Sims

He seems, you know, agreeable to everything.

00:01:17 John Golwen - Bass Berry Sims

Okay.

00:01:18 John Golwen - Bass Berry Sims

But I just

00:01:20 John Golwen - Bass Berry Sims

Once I get off of this call, it'll probably take 35 minutes.

00:01:25 John Golwen - Bass Berry Sims

And then if we've got an agreement.

00:01:30 Wife

What should we do?

00:01:31 Wife

We do.

00:01:32 Wife

We do.

00:01:33 Wife

Like, Dennis is fine with the agreement as well.

00:01:35 Wife

You know, just as you said, I know you have to revise it.

00:01:38 Wife

I haven't looked at it yet, but I know you just said you have to revise it for the 25 and 25.

00:01:41 Wife

But that's fine with us.

00:01:43 Wife

But it'll be so much easier if Dennis is out to be able to sign this and get it back to you.

00:01:46 Wife

Like, I'm not super tech savvy either.

00:01:49 Wife

So

00:01:50 Wife

I tried to make it.

00:01:51 John Golwen - Bass Berry Sims

As simple and straightforward as I could.

00:01:55 John Golwen - Bass Berry Sims

It just, you know, it's, you know, the 600 and something \$1000 money judgment goes away.

00:02:02 Wife

Which is the main, yep, which we appreciate because.

00:02:04 John Golwen - Bass Berry Sims

And then, you know, going forward, the obligation is to abide by Judge Lippen's orders, you know, predominantly the injunction.

00:02:19 John Golwen - Bass Berry Sims

There's a violation of that and we go back.

00:02:24 John Golwen - Bass Berry Sims

In other words, the money judgment comes back and we can take steps to try to enforce that.

00:02:30 Wife

Right, right, which nobody wants.

00:02:33 Wife

And then the injunction, the injunction is basically like not contacting MAA, not harassing MAA or its employees, and the same thing with Bass Berry Pro, correct?

00:02:42 Wife

Is that?

00:02:45 Wife

I don't know what I've seen this these last five days.

00:02:48 Wife

Like I haven't, I'm sure you read everything.

00:02:50 Wife

Like my I've, my head's been spinning these last five days being alone with our child who has special needs.

00:02:56 Wife

And I'm trying to work and he's in jail.

00:02:59 Wife

And yeah, it's been I mean, I think I've lost 20 pounds.

00:03:02 Wife

Dennis said he's lost a lot of weight.

00:03:05 Wife

I think I've lost, but I don't think I've eaten or barely slept.

00:03:08 Wife

So I don't think I've seen the injunction injunction, to be honest with you.

00:03:15 John Golwen - Bass Berry Sims

Paragraphs that say what he cannot do.

00:03:21 John Golwen - Bass Berry Sims

And it's like from a year ago, but it's very straightforward.

00:03:28 John Golwen - Bass Berry Sims

You know, there's no ambiguity in it.

00:03:31 Wife

Am I missing anything?

00:03:32 Wife

anything from those, like, so I know no contact with MAA, I think you've talked about that, or employees or, you know, harassment or anything.

00:03:39 John Golwen - Bass Berry Sims

You can't put up any.

00:03:44 Wife

You know, knockoff websites.

00:03:45 Wife

Yeah, yeah, yep, yep.

00:03:46 Wife

I talk about any of them publicly.

00:03:48 Wife

Mm-hmm.

00:03:51 John Golwen - Bass Berry Sims

He knows what's in it.

00:03:53 John Golwen - Bass Berry Sims

Okay.

00:03:53 Wife

You know.

00:03:54 Wife

Yeah.

00:03:55 John Golwen - Bass Berry Sims

That's what it is.

00:03:57 John Golwen - Bass Berry Sims

So what I was going to suggest is that maybe before noon central time, you and I get on the phone and try to place a call to Chambers.

00:04:08 John Golwen - Bass Berry Sims

I don't know if they'll let us talk to Judge Lipman or not, but we can talk to her secretary and just report to her that we have an agreement in principle, you know, that Dennis would need to sign the settlement agreement, that he's incarcerated, he can't sign it.

00:04:26 John Golwen - Bass Berry Sims

But we would want to let the court know that.

00:04:28 John Golwen - Bass Berry Sims

And I suppose what's going to happen is you're going to get a text over saying that he can be released and, you know, so that he can finalize the settlement.

00:04:39 John Golwen - Bass Berry Sims

I'm sure she'll put in there whatever she will require.

00:04:43 Wife

And then who receives that?

00:04:45 Wife

If she puts that in, does that go like, you may have noticed like copied at one point, like his public defender there, but I mean, I don't.

00:04:56 John Golwen - Bass Berry Sims

With the Eastern District of Virginia.

00:05:00 John Golwen - Bass Berry Sims

And how that happened, I don't really know.

00:05:03 John Golwen - Bass Berry Sims

But, you know, she was aware, you know, I was not aware of what happened on Friday with the hearing, because, you know, I can't see the docket.

00:05:15 John Golwen - Bass Berry Sims

You know, and nobody, nobody from the US Attorney's office would get back with me.

00:05:22 John Golwen - Bass Berry Sims

So this, you know, so, but

00:05:25 John Golwen - Bass Berry Sims

what I learned this morning is that they identified him and, you know, entered an order to transport him.

00:05:32 John Golwen - Bass Berry Sims

So I think he can pretty much immediately cause that not to happen.

00:05:37 Wife

Okay, that'd be great.

00:05:39 John Golwen - Bass Berry Sims

Yeah.

00:05:39 Wife

Okay.

00:05:40 John Golwen - Bass Berry Sims

So that's why I'm suggesting we call.

00:05:42 Wife

Yeah, absolutely.

00:05:43 Wife

I'm available, right?

00:05:44 Wife

I mean, I'm available.

00:05:45 Wife

I'll make myself available.

00:05:46 Wife

So.

00:05:46 John Golwen - Bass Berry Sims

Okay, I'll e-mail you when I'm done and then.

00:05:50 Wife

We can pop on the phone.

00:05:51 Wife

Would it be just an audio call or?

00:05:53 Wife

Like, would it just be?

00:05:54 Wife

OK, not not video.

00:05:55 Wife

She wanted to do something.

00:05:56 John Golwen - Bass Berry Sims

More than that, but we just are basically placing a call to Chambers to report to, you know, her assistance that we've reached the settlement.

00:06:08 John Golwen - Bass Berry Sims

And, you know, I would suggest we ask to speak to her together.

00:06:12 John Golwen - Bass Berry Sims

I don't know, you know, you're not his attorney.

00:06:16 John Golwen - Bass Berry Sims

I don't know how she'll handle that.

00:06:20 John Golwen - Bass Berry Sims

But I think we need to make the effort to see.

00:06:22 Wife

Okay, yeah, no, that's absolutely fine.

00:06:25 Wife

Should I e-mail his public defender in the meantime and say there might be an order coming or like when?

00:06:30 Wife

I'll let the U.S.

00:06:30 Wife

Attorney's Office know that.

00:06:33 John Golwen - Bass Berry Sims

You and I are working on a settlement and that we were hopeful to reach a settlement today.

00:06:40 Wife

Oh, okay, so I don't need to do that then.

00:06:43 John Golwen - Bass Berry Sims

Well, you can let the public defender know that, but I'd like the U.S.

00:06:48 John Golwen - Bass Berry Sims

Attorney's office to do that.

00:06:54 John Golwen - Bass Berry Sims

But listen, I've got a...

00:06:55 Wife

Okay.

00:06:55 Wife

Okay.

00:06:56 John Golwen - Bass Berry Sims

And I'll e-mail you when I'm done, okay?

00:06:58 Wife

Okay, sounds good.

00:06:58 Wife

Thank you, John.

00:07:00 John Golwen - Bass Berry Sims

Okay, Kerry, thank you.

00:07:01 Wife

Okay, bye-bye.



Michael Philips <mikeydphilips@gmail.com>

Fwd: TNWD 2:26-cv-02123-TLP-atc – ILLEGAL ACTIVITY EVIDENCE (USB) – HOLD FOR LAW ENFORCEMENT (TBI/FB) – PRESERVATION / CHAIN-OF-CUSTODY

1 message

Michael Philips <mikeydphilips@gmail.com>
To: Michael Philips <mikeydphilips@gmail.com>

Wed, Feb 11, 2026 at 1:41 PM

----- Forwarded message -----

From: **Michael Philips** <mikeydphilips@gmail.com>

Date: Wed, Feb 11, 2026 at 12:54 PM

Subject: TNWD 2:26-cv-02123-TLP-atc – ILLEGAL ACTIVITY EVIDENCE (USB) – HOLD FOR LAW ENFORCEMENT (TBI/FB) – PRESERVATION / CHAIN-OF-CUSTODY

To: <IntakeTNWD@tnwd.uscourts.gov>, <ecf_judge_christoff@tnwd.uscourts.gov>, <ecf_judge_norris@tnwd.uscourts.gov>, <ecf_judge_parker@tnwd.uscourts.gov>, <annie_christoff@tnwd.uscourts.gov>, <mark_norris@tnwd.uscourts.gov>, <tommy_parker@tnwd.uscourts.gov>, <wendy_oliver@tnwd.uscourts.gov>, <judy_easley@tnwd.uscourts.gov>, <ecf_judge_claxton@tnwd.uscourts.gov>, <ecf_judge_pham@tnwd.uscourts.gov>, <charmiane_claxton@tnwd.uscourts.gov>

Cc: Michael Philips <mikeydphilips@gmail.com>

Good morning,

The flash drive(s) being transmitted to the Clerk's Office contain evidence documenting illegal activity connected to this matter and occurring within this District and State, involving court-connected personnel. I have notified both the Tennessee Bureau of Investigation (TBI) and the FBI that these materials exist and that the Court is receiving the physical media as conventional exhibits. If delivery is attempted, refusal or return of the package would be improper and would defeat preservation and chain-of-custody; the package should be accepted, logged upon receipt, and preserved pending Court order and/or lawful process.

This is not a request for Intake staff to review or evaluate the contents. It is a preservation and chain-of-custody issue.

1. CM/ECF limitation; conventional lodging

As Intake has already advised, native audio/video cannot be uploaded to CM/ECF. That is precisely why I filed a motion for leave to lodge the media conventionally and requested a docketed notice of receipt and preservation/chain-of-custody relief.

2. Clerk's obligation to accept filings; preservation record

Fed. R. Civ. P. 5(d)(4) provides that the Clerk must not refuse to file a paper solely because it is not in the form prescribed. I am requesting that the Court record reflect receipt of the physical media and that the chain-of-custody be preserved pending judicial action.

3. TNWD custody/removal principles for court materials and exhibits

TNWD Local Rule 79.1(a) provides that original papers in the custody of the Clerk shall be removed only upon order of the Court. Local Rule 79.1(b) addresses custody of exhibits, and Local Rule 79.1(c) governs withdrawal/disposition after final determination. The point is straightforward: once items are in the Court's custody, custody and disposition are controlled and documented, not handled informally in a way that breaks chain-of-custody.

Accordingly, please do the following immediately:

A. Docket a Notice of Receipt that identifies: (i) the date/time received; (ii) the number of physical items received (e.g., USB drive(s)); and (iii) the external label/identifier on each item.

B. Preserve the item(s) securely, without accessing, copying, modifying, or overwriting the contents, pending the Court's ruling and/or law-enforcement process.

C. Do not return the drive(s) without a Court directive. If Chambers orders return, please docket the return (date, method, and recipient) so the chain-of-custody record remains complete.

4. Referral / law-enforcement process / nature of the evidence; preservation required

I have notified the Tennessee Bureau of Investigation (TBI) and the FBI that the USB/flash drive(s) lodged in this matter contain native audio/video evidence documenting criminal misconduct and abuse of process connected to these proceedings. The contents include recorded calls and related materials concerning my confinement, the use of jail/custody and threatened continued confinement as leverage to compel agreement to settlement terms and a gag-style restriction, and communications reflecting coercion and improper pressure applied while I was being held against my will. The drive(s) also include related video and supporting materials tied to the same custody-and-coercion events.

The evidence further reflects involvement, coordination, and/or knowledge by court-connected personnel and litigation participants, including a federal judge's chambers/employee (legal assistant) and an attorney whose conduct is intertwined with Court-directed or Court-adjacent communications and actions. These are not abstract allegations. The files are direct recordings and contemporaneous materials, and they must be treated as evidence under preservation and chain-of-custody protocols, not as ordinary "attachments" that can be informally returned or handled.

Accordingly, the Clerk's Office shall preserve the media so it remains available for lawful process and judicial control. If TBI or the FBI serves process (subpoena/warrant) or if the Court enters an order directing production, transfer, inspection, or imaging, the Clerk's Office must coordinate compliance strictly pursuant to the Court's directive and maintain a complete documented chain-of-custody for any handling, transfer, or duplication. No access, copying, review, playback, or connection to any system should occur absent a Court order or lawful process, and any Court-authorized imaging/duplication must be documented.

I am copying Judge Norris's Chambers, Judge Christoff and Judge Parker's Chambers on this correspondence as well as Wendy Oliver and Judy Easley

Respectfully,

/s/ Dennis Michael Philipson
Dennis Michael Philipson, Pro Se
6178 Castletown Way
Alexandria, VA 22310
[mikeydphilips@gmail.com](mailto:mikeydphilips@gmail.com)
949-432-6184

On Wed, Feb 11, 2026, 5:53 AM IntakeTNWD <IntakeTNWD@tnwd.uscourts.gov> wrote:

Mr., Philipson,

It appears that you have already sent the flash drives to the court. IF chambers has not granted your motion once we receive these flash drives, they will be returned to you. We cannot be responsible for keeping these until chambers grants / denies your motion.

Intake staff

From: Michael Philips <mikeydphilips@gmail.com>
Sent: Tuesday, February 10, 2026 3:15 PM
To: IntakeTNWD <IntakeTNWD@tnwd.uscourts.gov>
Subject: TNWD 2:26-cv-02123-TLP-atc – Request to Docket Motion to Lodge Conventional Audio/Video Exhibits

CAUTION - EXTERNAL:

Clerk's Office / Intake,

In Case No. 2:26-cv-02123-TLP-atc, please docket the attached filing:

1. PLAINTIFF'S MOTION FOR LEAVE TO LODGE AUDIO AND VIDEO EXHIBITS CONVENTIONALLY; FOR DOCKETED NOTICE OF RECEIPT; AND FOR PRESERVATION / CHAIN-OF-CUSTODY RELIEF (with Memorandum of Facts and Law in Support).

This motion is prompted by the Clerk's February 9, 2026 email advising that native audio exhibits cannot be placed on CM/ECF and that Plaintiff must obtain permission from the Court and, if granted, submit the audio recordings via CD or flash drive.

As stated in the motion, on February 10, 2026 Plaintiff mailed a labeled USB/flash drive to the Clerk's Office containing the native audio and video files identified in the motion for logging, retention, and preservation as conventional exhibits. The USPS Priority Mail shipment was sent Signature Required to the Clerk's Office at 167 N. Main Street, Memphis, TN 38103-1816, USPS Signature Tracking No. 9410 8301 0935 5008 1931 17.

Attached:

- Motion (PDF)
- Exhibit A – USPS Click-N-Ship Label / Signature Tracking
- Exhibit B – Clerk email re: audio not uploadable to CM/ECF

Thank you for your assistance.

Respectfully,

/s/ Dennis Michael Philipson
Dennis Michael Philipson, Pro Se
[6178 Castletown Way](#)
[Alexandria, VA 22310](#)
mikeydphilips@gmail.com
949-432-6184

3 attachments

- | | | |
|--------------------------|---|--------------------------|
| <input type="checkbox"/> | Exhibit A - USPS Click-N-Ship Label Signature Tracking.pdf | Download |
| <input type="checkbox"/> | 02-10-26 - PLAINTIFF'S MOTION FOR LEAVE TO LODGE AUDIO AND VIDEO EXHIBITS .pdf | Download |
| <input type="checkbox"/> | Exhibit B - Clerk email re audio not uploadable to CM/ECF.pdf | Download |

CAUTION - EXTERNAL EMAIL: This email originated outside the Judiciary. Exercise caution when opening attachments or clicking on links.

UNITED STATES DISTRICT COURT
for the
Eastern District of Virginia



United States of America)
v.)
)
)
)
Dennis Philipson)
Defendant)
)
)

Case No. 1:25-mj-431

Charging District's
Case No. _____

COMMITMENT TO ANOTHER DISTRICT

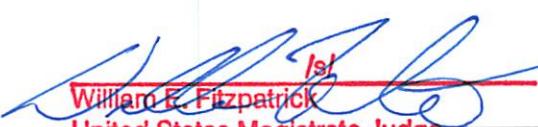
The defendant has been ordered to appear in the Western District of Tennessee,
(if applicable) _____ division. The defendant may need an interpreter for this language:

- The defendant: will retain an attorney.
 is requesting court-appointed counsel.

The defendant remains in custody after the initial appearance.

IT IS ORDERED: The United States marshal must transport the defendant, together with a copy of this order, to the charging district and deliver the defendant to the United States marshal for that district, or to another officer authorized to receive the defendant. The marshal or officer in the charging district should immediately notify the United States attorney and the clerk of court for that district of the defendant's arrival so that further proceedings may be promptly scheduled. The clerk of this district must promptly transmit the papers and any bail to the charging district.

Date: 7/25/2025


 /s/
 William E. Fitzpatrick
 United States Magistrate Judge
Judge's signature

Honorable Magistrate Judge, William E. Fitzpatrick

Printed name and title

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION**

**MAGISTRATE JUDGE: WILLIAM E. FITZPATRICK
DEPUTY CLERK: TINA FITZGERALD**

UNITED STATES OF AMERICA

HEARING: Status CASE#: 1:25-MJ-431

-VS-

DATE: 7/25/25 TIME START: 2:07 p.m.TIME END: 2:23 p.m.Dennis Philipson

RECORDER: FTR SYSTEM

REMOTE HEARING ()

COUNSEL FOR THE UNITED STATES:

COUNSEL FOR THE DEFENDANT: Lauren Rosen

INTERPRETER: _____ LANGUAGE: _____

(x) DEFT APPEARED (x) W/COUNSEL () DUTY FPD PRESENT: _____

() DEFT INFORMED OF RIGHTS, CHARGES, PENALTIES and/or violations

() DUE PROCESS ACT-ORDER SIGNED BY JUDGE

() COURT APPOINTED COUNSEL () FPD () CJA () R40 PURPOSES ONLY () DEFT WILL RETAIN COUNSEL

() GVT. CALLS WITNESS & ADDUCES EVIDENCE () AFFIDAVIT

() EXHIBIT # _____ ADMITTED

() PROBABLE CAUSE: FOUND () NOT FOUND ()

() PRELIMINARY HEARING WAIVED () FILED () ORALLY

() MATTER CONTINUED FOR FURTHER PROCEEDINGS BEFORE THE GRAND JURY

() DFT. ADMITS VIOLATION () DFT. DENIES VIOLATION () COURT FINDS DFT. IN VIOLATION

MINUTES: The USA Office has declined to be involved in this matter as stated in open court. The Deft orally waives an Identity Hearing. The Deft argues for release-DENIED. The Deft will be transported to the Western District of Tennessee to address the underlying civil matter.

(x) DEFENDANT REMANDED TO THE CUSTODY OF THE U.S. MARSHALS

() DEFENDANT CONTINUED ON CONDITIONS OF () BOND () PROBATION () SUP. RELEASE

NEXT COURT APPEARANCE: _____ at _____ Before _____
 () DH () PH () STATUS () TRIAL () JURY () PLEA () SENT () PBV () SRV () R40 () PTV



DMP15 <dmp15isback@gmail.com>

RE: Filing Question – Eastern District of Virginia

1 message

Lauren Rosen <Lauren_Rosen@fd.org>
To: Mikey D <mikeydphilips@gmail.com>

Mon, Aug 18, 2025 at 12:44 PM

Good afternoon Mr. Phillips,

Sorry to have missed you (I was not available then). I can call you around 5 on Wednesday. What is your best number?

I am not sure why the case in EDVA still appears open, it should be closed.

Best,

Lauren

From: Mikey D <mikeydphilips@gmail.com>
Sent: Monday, August 18, 2025 11:22 AM
To: Lauren Rosen <Lauren_Rosen@fd.org>
Subject: Re: Filing Question – Eastern District of Virginia

EXTERNAL SENDER

I am available in 10 minutes, or Wednesday after 5.

Not sure if you're available with a short notice. New question. Also, why is this case still open in Virginia?

On Mon, Aug 18, 2025, 7:47 AM Lauren Rosen <Lauren_Rosen@fd.org> wrote:

Good morning Dennis,

I have some availability Wednesday, please let me know when you are free?

Brest,

Lauren

From: Mikey D <mikeydphilips@gmail.com>
Sent: Sunday, August 17, 2025 8:36 PM
To: Lauren Rosen <Lauren_Rosen@fd.org>
Subject: Re: Filing Question – Eastern District of Virginia

EXTERNAL SENDER

Hi Lauren,

I have a packed day tomorrow.

Maybe Wednesday, if you're available.

Dennis

On Sun, Aug 17, 2025 at 8:31 PM Lauren Rosen <Lauren_Rosen@fd.org> wrote:

Good evening Dennis,

Hope you are doing well. I can give you a call tomorrow morning if you are available? If so, what is your best number?

Lauren

From: Mikey D <mikeydphilips@gmail.com>
Sent: Friday, August 15, 2025 1:32 PM
To: Lauren Rosen <Lauren_Rosen@fd.org>
Subject: Filing Question – Eastern District of Virginia

EXTERNAL SENDER

Hi Lauren,

How can I place the attached document on the record in the Eastern District of Virginia case? It appears still opened. Maybe even put a note that I would like them uploaded to share my views of what is happening, and keep a public record. I can also open a new case if need be.

I believe there were significant problems in the Tennessee proceedings well before my conduct became disrespectful to the court. I made every effort to remain respectful, but there appear to be systemic issues in that court — something I believe is for the DOJ to address, as the judicial system there seems to be overlooking them.

I want this document on the record so that, if a similar situation arises in the future, it is clear I was not acting in bad faith. Since my release, I have complied fully with court rules, even when I disagree with the rulings in this case.

Is there a way to have me recognized pro se in this matter so I can upload documents myself, as I was able to do in the other case? I welcome any thoughts you might have.

I am not going to allow the courts to mischaracterize me or suggest that I engaged in criminal acts — such as tampering with mail, opening credit accounts in the names of the opposing attorney or her husband and incurring \$30,000 in charges, hacking, or placing surveillance on anyone's computers — all of which are entirely false and absurd.

It is important to maintain a clear public record of what is actually occurring in this case, especially given that the Antitrust Division of the DOJ will likely add MAA to its antitrust lawsuit now that they have secured the cooperation of Greystar, the largest property manager in the country. That agreement is now being finalized. I also provided significant information about that to the DOJ, And I am entitled to protection the Sherman act.

Thank you again for your assistance.
Dennis Philipson

----- Forwarded message -----

From: Mikey D <mikeydphilips@gmail.com>
Date: Tue, Aug 12, 2025, 12:55 PM
Subject: Request to Upload Filing and Exhibits to the Docket – For Record and Transparency – No Response Required
To: <intaketenwd@tnwd.uscourts.gov>, <jgolwen@bassberry.com>, <pmills@bassberry.com>, <jordan.thomas@bassberry.com>
Cc: Kerrie.Philipson@gmail.com <Kerrie.Philipson@gmail.com>, Mikey D <mikeydphilips@gmail.com>

Dear Clerk,

Please find attached my filing titled:

FAIR CHANCE NOTICE UNDER 28 U.S.C. §§ 144 & 455 AND STATEMENT OF INTENT TO ADDRESS CHIEF JUDGE SHERYL H. LIPMAN DIRECTLY DURING PRE-DETERMINED SCHEDULING CONFERENCE BEFORE FURTHER PRODUCTION along with the referenced exhibits.

I respectfully request that this Notice and the attached exhibits be uploaded to the docket for Case No. 2:23-cv-2186-SHL-cgc. This filing is being submitted to ensure the Court is aware of my intended course of action, and so that judges in other jurisdictions can see that I am making every effort to act in good faith and address matters directly with the presiding judge before taking further steps.

This submission is for the Court's awareness only. I am not seeking a ruling or response from the Court on this filing.

Thank you for your assistance in adding this to the record.

Respectfully,
/s/ Dennis Michael Philipson
Defendant–Appellant, Pro Se

7 attachments

FairChanceNotice_Lipman_28USC144-455.pdf	Download
Exhibit A - 08-12-25 - Conversations with Counsel_Redacted.pdf	Download
Exhibit C - 01-16-25 - Appellate Briefing.pdf	Download
Exhibit F - 05-15-25 - Draft - PETITION FOR A WRIT OF MANDAMUS - Supreme Court.pdf	Download
Exhibit D - 05-16-25 - Doc 185 - Affidavit of Dennis Michael Philipson _Pro Se Defendant_ under 28 U.S.C. § 144.pdf	Download
Exhibit E - 05-19-25 - DEFENDANT'S RULE 60_b__6_ AND 60_d__3_ MOTION FOR RELIEF FROM.pdf	Download
Exhibit B - 07-11-24 - Response to Show Cause.pdf	Download

