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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.

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.

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

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

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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 forofficial 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>, <lemuel.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: erie P kerrie.philipson@gmail.com
Sent: Tuesday, July 2 , 2025 4:43 PM
To: olwen, John .
c: Mikey Thomas, Jordan
Subject: e: MAA Philipson
ttachments: 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

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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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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 c 021 cgc mergency esponse to rder 20 and e uest for mmediate elease
ttachments: image001.gif

From: Mikey D <mikeydphilips@gmail.com>
Sent: Tuesday, July 2 , 2025 : 6 AM
To: jgolwen@bassberry.com
Cc: errie.Philipson@gmail.com; Mikey D <mikeydphilips@gmail.com>
Subject: e: 2:23 cv 021 6 cgc mergency esponse to rder 20 and e uest for mmediate elease

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: errie P <kerrie.philipson@gmail.com>
Sent: Monday, July 2 , 2025 10:55 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

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 Tenesse 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 prisioner.

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: errie 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: e: 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:

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>
> 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: olwen, John . <jgolwen@bassberry.com>
Subject: e: 2:23 cv 021 6 cgc mergency esponse 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,

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

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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>
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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

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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

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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; 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

mikeydphilips@gmail.com

From: erie P kerrie.philipson@gmail.com
Sent: Monday, July 2 , 2025 :2 PM
To: mikeydphilips@gmail.com
Subject: Fwd: 2:23 c 021 cgc mergency esponse to rder 20 and e uest for mmediate elease

---------- 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.

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 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,

BASS BERRY SIMS

John Golwen

Partner

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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 Tenesse 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 prisioner.

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.
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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.

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Partner

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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@tnwd.uscourts.gov; mikeydphilips@gmail.com
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On behalf of Dennis Michael Philipson

mikeydphilips@gmail.com

From: erie P kerrie.philipson@gmail.com
Sent: unday, July 2 , 2025 12:50 PM
To: F Judge ipman@tnwd.uscourts.go
c: Jgolwen@ ass erry.com mikeydphilips@gmail.com pmills@ ass erry.com Jordan.thomas@ ass erry.com
Subject: Fwd: 2:23 c 021 cgc mergency esponse to rder 20 and e uest for mmediate elease
ttachments: mergency esponse to rder 20 and e uest for mmediate elease.pdf hi it A Answers to isco ery e uests.pdf hi it mail to pposing ounsel.pdf hi it mail to irginia Pu lic efender.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: erie 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: erie P <kerrie.philipson@gmail.com>
Sent: Monday, July 2 , 2025 :33 AM
To: Golwen, John S. <jgolwen@bassberry.com>
Subject: Re: 2:23 c 02 S 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,

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: 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,

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

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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,

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

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: Sa urday, July 2 , 2025 :59 PM
To: n ake nwd@ nwd.uscour s.go
c: Golwen, John S. <jgolwen@bassberry.com> Thomas, Jordan <jordan. homas@bassberry.com> Mills, Paige <PMills@bassberry.com> Judge ipman@ nwd.uscour s.go mikeydphilips@gmail.com
Subject: 2:23 c 02 S cgc mergency Response o rder 209 and Re ues or mmedia e 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
ttachments:	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.Philipson@gmail.com
Subject: Dennis Follow p on Agreement, Discovery, and ase esolution

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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.

BASS BERRY SIMS

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From: erie 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: errie P <kerrie.philipson@gmail.com>
Sent: Monday, July 2 , 2025 11:01 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

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,

BASS BERRY SIMS

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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 Tenesse 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 prisioner.

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: errie 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: e: 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.
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> BASS BERRY SIMS
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> **From:** errie P <kerrie.philipson@gmail.com>
> **Sent:** Monday, July 2 , 2025 :33 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
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To: olwen, John . <jgolwen@bassberry.com>
Cc: Thomas, Jordan <jordan.thomas@bassberry.com>; Mills, Paige <PMills@bassberry.com>
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To: olwen, John . <jgolwen@bassberry.com>
Cc: Thomas, Jordan <jordan.thomas@bassberry.com>; Mills, Paige <PMills@bassberry.com>
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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

M

M M M M M

M M

From: erie P <kerrie.philipson@gmail.com>
Sent: aturday, 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; 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: erie P Mikey
c: Thomas, Jordan Mills, Paige
Subject: MAA Philipson
ttachments: Mutual elease ettlement 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. ederal ule 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,

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
map

LexMundi Member

kerrie.philipson@gmail.com

From: errie P kerrie.philipson@gmail.com
Sent: aturday, July 2 , 2025 12:22 PM
To: u y Toos
Subject: Fwd: ennis 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

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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: errie.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