

IN DISCIPLINARY DISTRICT IX
OF THE
BOARD OF PROFESSIONAL RESPONSIBILITY
OF THE
SUPREME COURT OF TENNESSEE

FILED

2017 MAR 17 PM 4:28

BOARD OF PROFESSIONAL
RESPONSIBILITY

REW

EXEC. SEC'Y

IN RE: GERALD DENNY WAGGONER, JR.,
BPR No. 13988, Respondent,
an Attorney Licensed to Practice
Law in Tennessee
(Shelby County)

DOCKET NO. 2016-2561-9-AW

FINDINGS OF FACT, CONCLUSIONS OF LAW AND JUDGMENT

These proposed findings of fact and conclusion of law are submitted on behalf of the Board of Professional Responsibility (hereinafter "the Board") pursuant to the request of the Hearing Panel.

STATEMENT OF THE CASE

1. This is a disciplinary proceeding against the Respondent, Gerald Denny Waggoner, Jr., an attorney licensed to practice law in Tennessee in 1989.
2. The Petition for Discipline, Docket No. 2016-2561-9-AW, was filed March 1, 2016, and served upon Mr. Waggoner.
3. On April 5, 2016, Mr. Waggoner filed his Response to Petition for Discipline.
4. On April 13, 2016, the Hearing Panel was appointed.
5. A pre-hearing Case Management Conference was held on May 11, 2016, and a Scheduling Order was entered on May 16, 2016, setting the Final Hearing for October 3, 2016.

6. On August 30, 2016, Mr. Waggoner filed a Motion for Partial Summary Judgment.

7. On September 6, 2016, Mr. Waggoner filed an Amended Response to Petition for Discipline.

8. On September 6, 2016, Mr. Waggoner filed a Motion to Expedite the Time for Petitioner's Response to Motion for Summary Judgment.

9. On September 16, 2016, the Board filed a Motion to Continue the final hearing and Mr. Waggoner filed a pleading on September 22, 2016, joining in with the Board's request to continue the final hearing.

10. On September 23, 2016, the Hearing Panel continued the final hearing by the entry of an Order of Continuance.

11. A case management conference was held September 28, 2016, and an Amended Scheduling Order was entered October 3, 2016, setting the final hearing for December 6, 2016.

12. On October 10, 2016, the Board filed its Response in Opposition to the Motion for Partial Summary Judgment.

13. On October 18, 2016, Mr. Waggoner filed a Response to Petitioner's Response to Partial Summary Judgment.

14. Argument on the Motion for Partial Summary Judgment was held October 25, 2016, and an Order Denying Motion for Partial Summary Judgment was entered November 8, 2016.

15. The Pre-Trial Brief of the Board and its Witness and Exhibit List were filed November 22, 2016

16. The Pre-Trial Brief of Mr. Waggoner and his List of Exhibits and Witnesses were filed on November 23, 2016.

17. On December 1, 2016, John L. Dolan filed a Notice of Appearance as attorney for Mr. Waggoner.

18. The Final Hearing was held December 6, 2016, before a duly constituted Hearing Panel consisting of John Kevin Walsh, Stuart J. Canale and chaired by Rehim Babaoglu. Mr. Waggoner was represented by John L. Dolan, and the Board was represented by A. Russell Willis.

INTRODUCTION

19. The Petition for Discipline consists of one (1) complaint alleging Mr. Waggoner (a) failed to communicate to his client he applied to the court for a statutory award of attorney fees; (b) failed to promptly inform his client of the receipt of the \$21,225.00 statutory fee award on May 31, 2013; (c) withdrew the \$21,225.00 from trust beginning June 4, 2013, without the knowledge or authorization of his client; (d) upon the January 23, 2014 final settlement of the case, he charged an unreasonable fee by seeking to collect forty percent (40%) of the \$45,505.42 settlement without crediting his prior receipt of \$21,225.00; (e) knowingly removed disputed funds from his trust account and converted those funds to his personal use; (f) knowingly and intentionally failed to redeposit disputed funds into his trust account; (g) failed to provide his client and the Board with a full detailed accounting of the withdrawal and use of the disputed funds; and (h) materially misrepresented to the Board that \$27,303.25 of the client's money remained in the law firm's trust account since its January 28, 2014 deposit in violation of the Rules of Professional Conduct (RPC) 1.4 (communication); 1.5 (fees); 1.15 (safekeeping property and funds); 8.1 (bar admissions and disciplinary matters and 8.4 (misconduct).

20. In its case in chief, the Board called Peggy Cockrell, Kenneth Besser and Gerald Waggoner as witnesses.

21. In his case in chief, Mr. Waggoner testified on his own behalf and called Christi Walker as his witness.

22. The testimony and evidence presented to the Hearing Panel established the following facts.

FINDINGS OF FACTS

23. On or about August 19, 2009, Mr. Waggoner was retained by Ms. Cockrell to represent her during her insurance administrative appeal, respond to the Hartford's letters and file an ERISA action against the Hartford. See Peggy Renee Cockrell's Motion for Reasonable Attorney Fees and Expenses introduced as Exhibit 3.

24. Mr. Waggoner prepared a written contingency fee agreement titled "Contract to Employ Attorney" (Contract), and the parties executed the Contract on January 18, 2010. See Exhibit 1.

25. Ms. Cockrell testified Exhibit 1 did not contain her signature and she had executed another Contract that contained only one page.

26. As to this issue, Mr. Waggoner introduced Exhibit 15 bearing the signature of Ms. Cockrell dated February 1, 2011, and Ms. Cockrell introduced Exhibit 16 bearing her signature dated February 16, 2014.

27. Ms. Cockrell was unable to produce the Contract she testified she had executed.

28. In any event, neither Mr. Waggoner nor Ms. Cockrell disputed a Contract was executed, or the material and essential terms of the representation related to the matters before the Hearing Panel were reflected in Exhibit 1.

29. Pursuant to the terms of the Contract, Mr. Waggoner was to receive forty percent (40%) "of all amounts recovered or collected before suit is filed; 40% percent in the event of the filing by any party of any appeal to any court."

30. On February 25, 2011, Mr. Waggoner filed an ERISA complaint in the United States District Court for the Western District of Tennessee against the Hartford Life and Accident Insurance Company (Hartford). See Exhibit 3.

31. On October 3, 2012, the District Court granted summary judgment to Ms. Cockrell thereby reinstating her monthly disability benefits and remanding the disability claim to Hartford as plan administrator for an appropriate and fair review. See Exhibit 3.

32. As a result of the October 3, 2012 Order, Ms. Cockrell had the statutory right to seek an award of attorney's fees from Hartford, and Mr. Waggoner did so by motion filed October 17, 2012. See Exhibit 3.

33. On May 15, 2013, the District Court granted the motion and awarded \$21,225.00 in attorney fees to Ms. Cockrell. See Order Granting Plaintiff's Motion for Attorney's Fees introduced as Exhibit 4.

34. According to Ms. Cockrell, Mr. Waggoner did not inform her of the filing of the motion for attorney's fees, the District Court's decision awarding her attorney's fees or the receipt of the attorney's fees from the Hartford. The Hearing Panel credits this testimony of Ms. Cockrell.

35. Hartford made the \$21,225.00 check payable to the Waggoner Law Firm, and the same was received by Mr. Waggoner and deposited into the Waggoner firm's trust account on May 31, 2013. See May 31, 2013 Deposit Ticket introduced as Exhibit 5 and SunTrust Account Statement (#7582) dated May 31, 2013, introduced as Exhibit 6.

36. On June 3, 2013, the Hartford funds were collected and available for distribution. SunTrust Account Statement (#7582) dated June 30, 2013, introduced as Exhibit 6.

37. On June 4, 2013, Mr. Waggoner began withdrawing the funds awarded to Ms. Cockrell and essentially withdrew all of the \$21,225.00 awarded to Ms. Cockrell by June 24, 2013. See Exhibit 6.

38. Ms. Cockrell testified she was not informed by Mr. Waggoner of his withdrawal of the \$21,255.00 from the trust account and would not have authorized such withdrawal. The Hearing Panel credits this testimony of Ms. Cockrell.

39. After the District Court remanded the disability claim to Hartford for further review and consideration consistent with the provisions arising under ERISA, Hartford elected not to further contest Ms. Cockrell's eligibility for disability benefits.

40. On or about January 23, 2014, Hartford delivered a check to Mr. Waggoner in the amount of \$45,505.42, representing long term disability payments owed to Ms. Cockrell for the period August 14, 2009, through January 31, 2014. The Hartford's check payable to Gerald Waggoner in the amount of \$45,505.42 was introduced as Exhibit 7.

41. Mr. Waggoner deposited Hartford's check into his firm's trust account at Independent Bank on January 29, 2014. See Exhibit 7.

42. Mr. Waggoner notified Ms. Cockrell of the receipt of the \$45,505.42 check from Hartford and prepared a settlement statement for her review and approval. The Settlement Statement was introduced as Exhibit 8.

43. The settlement sheet prepared by Mr. Waggoner reflected a proposed attorney fee of \$18,202.40 based upon the forty percent (40%) contingency fee agreement but did not reflect the initial payment of Hartford in the amount of \$21,225.00 received by Mr. Waggoner in May,

2013. Mr. Waggoner did not credit the initial payment by Hartford against the forty percent (40%) contingency fee he proposed to Ms. Cockrell. See Exhibit 8.

44. Ms. Cockrell reviewed the settlement statement in February, 2014, and notified Mr. Waggoner she knew of the \$21,225.00 payment made by Hartford and expected it to be credited toward the forty percent (40%) contingency fee.

45. Mr. Waggoner disagreed and asserted the \$21,225.00 paid by Hartford in May, 2013, was outside the written contingency Contract, and he was entitled to forty percent (40%) of the \$45,505.42 paid by Hartford in January, 2014.

46. According to the testimony of Ms. Cockrell and Kenneth Besser, Mr. Waggoner was entitled to either (a) the statutory attorney fee awarded by the District Court of \$21,225.00 or (b) the Contract contingency fee of \$18,202.40 but not both amounts.

47. According to the testimony of Mr. Waggoner, he was entitled to receive both the statutory fee and the Contract contingency fee for a total fee of \$39,427.40.

48. As noted previously, the written Contract (Exhibit 1) provides for an attorney's fee based upon forty percent (40%) "of all amounts recovered or collected before suit is filed; 40% percent in the event of the filing by any party of any appeal to any court." The Contract was drafted by Mr. Waggoner and does not provided for any other method to calculate his fee or address attorney's fees awarded by the court pursuant to the ERISA statute.

49. Mr. Waggoner was aware of the statutory fee provisions of ERISA and could have included appropriate provisions in the Contract to specifically address such awards in the calculation of an appropriate attorney fee.

50. Despite the lack of specificity noted above, the Contract contains additional language which address itself to the calculation of the final attorney fee agreed to by Mr. Waggoner and Ms. Cockrell.

51. In the last full paragraph on page 1, the Contract states "... should Attorney recover from any third party any payment for fees or expenses, Client's account shall be credited to such extent."

52. According to the testimony of Mr. Waggoner, the reference to "third party" was intended to address persons other than the parties to the litigation and not persons other than the parties to the contingency fee Contract (Exhibit 1).

53. Ms. Cockrell testified that prior to executing the contingency contract, Mr. Waggoner represented all attorney fees collected would be credited toward any fee obligation owed by Ms. Cockrell to Mr. Waggoner. The Hearing Panel credits this testimony of Ms. Cockrell.

54. As of at least February, 2014, Mr. Waggoner conceded he was aware Ms. Cockrell disputed his claim to attorney's fees exceeding \$18,202.40. Mr. Kenneth Besser's letter dated February 19, 2014, was introduced as Exhibit 9.

55. Mr. Waggoner also conceded he was aware Ms. Cockrell disputed his claim of no offset for the \$21,225.00 paid previously by Hartford. See Exhibit 9.

56. Mr. Waggoner further conceded he was aware Ms. Cockrell disputed his claim of entitlement to the full \$45,505.42 payment held in the Waggoner Law Firm's trust account. See Exhibit 9.

57. Despite knowledge of the above fee disputes, Mr. Waggoner, on April 25, 2014, caused \$18,565.17 of the \$45,505.42 to be removed from the law firm's Independent Bank trust account. See April 30, 2014 Escrow Account Statement introduced as Exhibit 10.

58. According to the testimony of Mr. Waggoner, he was the sole signatory on his trust account, and he was the only person authorized to access the law firm's trust account maintained at Independent Bank.

59. On April 25, 2014, the trust account statement reflects a balance of \$26,940.25.

60. On April 25, 2014, the trust account balance should have reflected a minimum balance of \$45,505.42, the amount disputed by Ms. Cockrell. See Exhibit 10.

61. As a result of the fee dispute with Ms. Cockrell, Mr. Waggoner was required to maintain a \$45,505.42 balance in his trust account until the dispute was resolved.

62. A careful review of Waggoner Law Firm Trust account statements from April 1, 2014, through June 30, 2015, reflects Mr. Waggoner failed to maintain a \$45,505.42 balance in his trust account.

63. Mr. Waggoner conceded that disputed funds were removed from the trust account without the knowledge or consent of Ms. Cockrell.

64. Mr. Waggoner was unable to provide an adequate explanation as to how the disputed funds were removed from the trust account.

65. Mr. Waggoner conceded that the disputed funds were deposited into the law firm's operating account and were used to pay for personal and business expenses.

66. Mr. Waggoner also admitted during his testimony that certain personal and business expenses were improperly paid directly from the law firm's trust account.

67. Despite his knowledge of the dispute, Mr. Waggoner did not promptly return the disputed funds to the firm's trust account until approximately October, 2016. The November 30, 2016 trust account statement was introduced as Exhibit 17.

68. Although requested by Ms. Cockrell and Mr. Besser on more than one occasion, Mr. Waggoner failed to provide a detailed accounting of the funds he received from the Hartford or the disbursement of the funds by and/or to Mr. Waggoner.

69. Mr. Waggoner conceded in his testimony he failed to maintain accurate client trust records, failed to reconcile his trust account on a reasonable and regular basis and failed to reasonable oversee the trust account and his staff assigned to manage the trust account.

70. In fact, Mr. Waggoner demonstrated very little understanding of the transactions recorded in the law firm's trust account and conceded Christi Walker, his girlfriend and most recent office manager, was the most knowledgeable person for trust fund transaction information.

71. Ms. Walker testified that the law firm maintained several different accounts and opened and closed a number of accounts due to unrelated embezzlements by two (2) employees at the firm during separate employment periods.

72. Ms. Walker testified to the following bank accounts: (a) account ending in #1239 was the firm's operating account; (b) account ending in #0755 was a trust account open in March, 2014, to segregate Ms. Cockrell's funds; (c) account ending in #6871 was a trust account which was closed on October 15, 2015; (d) account ending in #7444 was a trust account opened on October 16, 2015; and (e) account ending in #0763 was opened to properly handle credit card fee transactions.

73. Ms. Walker testified she spent considerable time reconciling the various firm accounts and that a significant amount of the firm's financial records were unavailable.

74. Ms. Walker's testimony regarding trust account #0755 (Exhibit 10) being opened in March, 2014, to segregate Ms. Cockrell's funds was contradictory to the testimony of Mr. Waggoner that account # 0755 was the firm's general trust account.

75. Ms. Walker confirmed that trust account #0755 contained funds belonging to clients other than Ms. Cockrell and testified those funds should have been deposited in trust account #6871.

76. Other than mistakes by the previous bookkeeper, Ms. Walker could not explain why Ms. Cockrell's funds were removed from account #0755 or why other client's funds were deposited into account #0755.

77. Trust account #0755 statements (Exhibit 10), reflect a number of direct deposit internet transfers to the firm's operating account #1239. In fact, all such internet transfers in Exhibit 10 were to the law firm's operating account.

78. Exhibit 10 also reflects other disbursements from the trust account and considerable questions were raised regarding a \$45,000.00 Debit Memo transaction dated April 25, 2014.

79. Despite the reconciliation of the law firm's accounts and assurance that all accounts balanced, neither Mr. Waggoner nor Ms. Walker could provide any explanation for the debit memo or account for the whereabouts of the \$45,000.00 disbursement.

80. On May 5, 2015, during the investigation of the disciplinary complaint, Mr. Waggoner represented to the Board that \$27,303.25 of Ms. Cockrell's money remains "...

available to Ms. Cockrell in the original account the funds were duly deposited on January 2014" Mr. Waggoner's letter to the Board dated May 5, 2015, was introduced as Exhibit 11.

81. Mr. Waggoner repeated his representation to the Board by letter dated October 6, 2015. Mr. Waggoner's letter to the Board dated October 6, 2015, was introduced as Exhibit 12.

82. The financial information provided by Exhibit 10 contradicts Mr. Waggoner's representations to the Board.

83. As previously noted and reflected in Exhibit 10, the trust account daily balance fell below \$27,303.25 on April 25, 2014, and remained below \$27,303.25 until July 3, 2014.

84. Thereafter, the daily balance of the trust account again fell below \$27,303.25 on September 11, 2014, and remained below \$27,303.25 until April 30, 2015, just days prior to the May 5, 2015 letter to the Board.

85. On April 30, 2015, an internet transfer of \$7,320.00 from trust account #6871 was recorded in to trust account #0755 and brought the balance to \$27,350.05.

86. Neither Mr. Waggoner nor Ms. Walker offered any explanation for the \$7,320.00 transfer or accounted for the source of the funds.

87. Ms. Cockrell terminated Mr. Waggoner and hired Kenneth Besser as her attorney to recover money held by Mr. Waggoner but due and owing to Ms. Cockrell.

88. Despite several demands from Ms. Cockrell and her attorney, Kenneth Besser, Ms. Cockrell has not received a payment from Mr. Waggoner or realized any proceeds from the Hartford payments to Mr. Waggoner of \$21,225.00 and \$45,505.42.

89. Subsequent to the unsuccessful demands, Mr. Besser prepared and filed an action against Mr. Waggoner in the Chancery Court for Shelby County, and the matter was pending as of December 6, 2016.

90. As a consequence of Mr. Waggoner's conduct, Ms. Cockrell incurred additional attorney's fees and litigation costs in pursuit of her funds.

CONCLUSIONS OF LAW

91. The Respondent, Gerald Denny Waggoner, Jr., is an attorney admitted by the Supreme Court of Tennessee to practice law in the State of Tennessee in 1989. Mr. Waggoner's most recent address as registered with the Board of Professional Responsibility is 1433 Poplar Avenue, Memphis, Shelby County, Tennessee, being in Disciplinary District IX. The Respondent's Board of Professional Responsibility number is 13988.

92. Pursuant to Tenn. Sup. Ct. R. 9, § 8 (2014), attorneys admitted to practice law in Tennessee are subject to the disciplinary jurisdiction of the Supreme Court, the Board of Professional Responsibility, the Hearing Committee, hereinafter established, and the Circuit and Chancery Courts.

93. Pursuant to Tenn. Sup. Ct. R. 9, § 1 (2014), the license to practice law in this state is a privilege, and it is the duty of every recipient of that privilege to conduct himself or herself at all times in conformity with the standards imposed upon members of the bar as conditions for the privilege to practice law.

94. Pursuant to Tenn. Sup. Ct. R. 9, § 11 (2014), acts or omissions by an attorney, individually or in concert with any other person, which violate the Rules of Professional Conduct of the State of Tennessee constitute misconduct and grounds for discipline, whether or not the act or omission occurred in the course of an attorney-client relationship.

95. Based upon the evidence presented, the Hearing Panel finds by a preponderance of the evidence that Gerald Denny Waggoner, Jr., failed to reasonably communicate with Ms. Cockrell regarding the application for a statutory award of attorney fees; failed to promptly

notify Ms. Cockrell of his receipt of the \$21,225.00 statutory fee award on May 31, 2013; and failed to obtain her authorization to withdraw the \$21,225.00 from trust beginning June 4, 2013. Mr. Waggoner's conduct violated RPC 1.4 (communication) and 1.15(a), (b) and (d) (safekeeping property and funds).

96. Based upon the evidence presented, the Hearing Panel finds by a preponderance of the evidence that Gerald Denny Waggoner, Jr., attempted to charge and/or collect an unreasonable fee by seeking forty percent (40%) of the \$45,505.42 payment and retaining the prior \$21,225.00 payment. Mr. Waggoner's assertion that he is not required to credit the \$21,225.00 toward his earned fee is simply inconsistent with the terms of the acknowledged contingency fee agreement he authored and executed. Mr. Waggoner agreed to credit Ms. Cockrell's account with any fee or expense he recovered from a third party. The Hearing Panel finds the Contract term "third party" applies to the payments received from the Hartford and should be credited to Ms. Cockrell's account. Mr. Waggoner's conduct violated RPC 1.5(a), (b) (fees) and 1.15(a), (b) and (d) (safekeeping property and funds).

97. In addition, although not dispositive in this matter, the policy behind the fee shifting provisions of ERISA further undermines Mr. Waggoner's position. See *Venegas v. Mitchell*, 495 U.S. 82, 86 (1990) (the aim of [§1988] is to enable civil rights plaintiffs to employ reasonably competent lawyers without cost to themselves if they prevail). The statutory award provision is intended to help plaintiffs, such as Ms. Cockrell, transfer the cost of hiring counsel and, thereby, help retain the full benefits for which they contracted.

98. Based upon the evidence presented, the Hearing Panel finds by a preponderance of the evidence that Gerald Denny Waggoner, Jr., knowingly removed disputed funds from his trust account and converted those funds to his personal use. Mr. Waggoner failed to redeposit the

disputed funds in his trust account for a period of approximately thirty-two (32) months and offered no reasonable justification for such delay. Despite several requests for a full accounting of the funds received, Mr. Waggoner failed to provide Ms. Cockrell and her attorney with the requested information as required. Mr. Waggoner's conduct violated RPC 1.15(d) and (e) (safekeeping property and funds) and 8.4(a), (b), (c) and (d) (misconduct).

99. Based upon the evidence presented, the Hearing Panel finds by a preponderance of the evidence that Gerald Denny Waggoner, Jr., materially misrepresented to the Board that \$27,303.25 of Ms. Cockrell's funds remained in the trust account since their deposit on January 28, 2014. Exhibit 10 clearly demonstrates otherwise as the trust account balance fell below the represented amount between April 25, 2014, and July 2, 2014, and again between September 11, 2014, and April 29, 2015. Mr. Waggoner's letters of May 5, 2015, and October 6, 2015, were intended to assure the Board that Ms. Cockrell's funds were and had been held safely in trust consistent with the Rules of Professional Conduct. Mr. Waggoner's conduct violated RPC 8.1(a) and (b) (bar admissions and disciplinary matters) and 8.4(a), (b) and (c) (misconduct).

100. Based upon the evidence presented, the Hearing Panel finds by a preponderance of the evidence that Gerald Denny Waggoner, Jr., failed to hold Ms. Cockrell's funds separate from his personal funds and failed to promptly deliver to Ms. Cockrell undisputed settlement funds to which she was entitled to receive. Mr. Waggoner's conduct violated RPC 1.15(a), (b), (d) and (e) (safekeeping property and funds) and 8.4(a) (misconduct).

101. Based upon the evidence presented, the Hearing Panel finds by a preponderance of the evidence that Gerald Denny Waggoner, Jr., improperly used his trust account to pay personal and business related expenses. Mr. Waggoner's conduct violated RPC 1.15(a) and (b) (safekeeping property and funds) and 8.4(a) (misconduct).

102. Based upon the evidence presented, the Hearing Panel finds Mr. Waggoner agreed to represent Ms. Cockrell in exchange for a contingency fee of forty percent (40%) "of all amounts recovered or collected before suit is filed; 40% percent in the event of the filing by any party of any appeal to any court." The contingency fee language is confusing, uncertain and ambiguous and would appear not to address payments received after suit is brought and before any appeal is taken. Construing the Contract terms in light of the testimony of Mr. Waggoner and Ms. Cockrell leads the Hearing Panel to conclude that the contingency fee was intended by the parties to apply to damages Ms. Cockrell was entitled to receive pursuant to her disability insurance contract. Those damages were calculated by the Hartford to be \$45,505.42 and were accepted by Mr. Waggoner and Ms. Cockrell without objection. Accordingly, Mr. Waggoner would be entitled to an attorney fee of \$18,202.17. Having found Ms. Cockrell was entitled to a credit on her account of \$21,225.00 previously awarded by the District Court pursuant to the fee shifting provisions of ERISA, Mr. Waggoner is not entitled to any portion of the \$45,505.42 currently held in his trust account.

103. The remaining question for the Hearing Panel is whether Mr. Waggoner is entitled to retain any attorney fee in excess of \$18,202.17. The District Court found \$21,225.00 was a reasonable fee for the work Mr. Waggoner provided. Ordinarily, such a determination would be sufficiently persuasive for this Panel to find Mr. Waggoner entitled to retain the \$21,225.00 as his full fee. However, the Panel is mindful of the fact that Mr. Waggoner retained both payments from the Hartford since January 29, 2014, and used Ms. Cockrell's money for his benefit without compensation to Ms. Cockrell. Further, Mr. Waggoner's improper conduct required Ms. Cockrell retain new counsel and file suit to recover money clearly owed to her. As a result, Ms. Cockrell has incurred additional expenses she would not have otherwise incurred

and will not receive full benefit of the \$45,505.42 disability payment. In light of these facts and circumstances, Mr. Waggoner is not entitled to any fee in excess of \$18,202.17.

104. Tenn. Sup. Ct. R. 9, § 4.7 authorizes the Hearing Panel to award restitution to any person financially injured as a result of an attorney's misconduct.

105. Under the facts and circumstances of this matter, the Hearing Panel finds that restitution is appropriate in the amount of \$48,528.25 and which includes \$3,022.83 in attorney fees collected in excess of the forty percent (40%) contingency fee.

APPLICATION OF THE ABA STANDARDS

106. Pursuant to Tenn. Sup. Ct. R. 9, § 8.4, the appropriate discipline must be based upon application of the ABA Standards for Imposing Lawyer Sanctions, ("ABA Standards").

107. Based upon the facts and misconduct previously cited, the Board submits the following ABA Standards should be applied by the Hearing Panel to determine the appropriate discipline to be imposed against Mr. Waggoner:

- 4.11 Disbarment is generally appropriate when a lawyer knowingly converts client property and causes injury or potential injury to a client.
- 4.12 Suspension is generally appropriate when a lawyer knows or should know that he is dealing improperly with client property and causes injury or potential injury to a client.
- 4.61 Disbarment is generally appropriate when a lawyer knowingly deceives a client with the intent to benefit the lawyer or another, and causes serious injury or potential serious injury to a client.
- 5.11 Disbarment is generally appropriate when:
 - (a) a lawyer engages in serious criminal conduct a necessary element of which includes intentional interference with the administration of justice, false swearing, misrepresentation, fraud, extortion, misappropriation, or theft; or the sale, distribution or importation of controlled substances; or the intentional killing of another; or an attempt or conspiracy or solicitation of another to commit any of these offenses; or
 - (b) a lawyer engages in any other intentional conduct involving dishonesty,

fraud, deceit, or misrepresentation that seriously adversely reflects on the lawyer's fitness to practice.

- 7.1 Disbarment is generally appropriate when a lawyer knowingly engages in conduct that is a violation of a duty owed as a professional with the intent to obtain a benefit for the lawyer or another, and causes serious or potentially serious injury to a client, the public, or the legal system.
- 7.2 Suspension is generally appropriate when a lawyer knowingly engages in conduct that is a violation of a duty as a professional and causes injury or potential injury to a client, the public, or the legal system

AGGRAVATING AND MITIGATING CIRCUMSTANCES

Pursuant to ABA Standard 9.22, the following aggravating factors should be considered by the Hearing Panel to determine the appropriate discipline to be imposed against Mr. Waggoner:

(a) Mr. Waggoner's dishonest or selfish motive is an aggravating circumstance justifying an increase in discipline to be imposed. Mr. Waggoner was required to maintain disputed funds in his trust account. Mr. Waggoner failed to do so and converted Ms. Cockrell's funds to his personal use.

(b) Mr. Waggoner received a Private Reprimand on May 27, 2005, related to a violation of RPC 1.5 (fees).

(c) Mr. Waggoner's multiple offenses are an aggravating circumstance justifying an increase in the degree of discipline to be imposed.

(d) Submission of False Evidence and Statements to the Board: Mr. Waggoner's bad-faith obstruction of the disciplinary process by submitting material misrepresentations to the Board is an aggravating circumstance justifying an increase in the degree of discipline to be imposed.

(e) Mr. Waggoner's substantial experience in the practice of law, having been

licensed in Tennessee in 1989, is an aggravating circumstance justifying an increase in the degree of discipline to be imposed.

(f) Mr. Waggoner's dishonest or selfish motive is an aggravating circumstance justifying an increase in the degree of discipline to be imposed. Mr. Waggoner misled his client regarding the attorney fee he intended to collect; the receipt of funds from Hartford and the withdrawal of funds from trust for his personal use. Mr. Waggoner misappropriated a substantial amount of Ms. Cockrell's funds and failed to return the disputed funds to his trust account for an extended period of time.

(g) Mr. Waggoner's refusal to acknowledge the wrongful nature of his conduct is an aggravating circumstance justifying an increase in the degree of discipline to be imposed. Mr. Waggoner maintained his absolute right to attorney fees in the amount of \$39,427.17 and insisted his conduct was ethical in all respects.

(h) Mr. Waggoner's indifference to making restitution is an aggravating circumstance justifying an increase in the degree of discipline to be imposed. Mr. Waggoner has maintained his absolute right to attorney fees in the amount of \$39,427.17 and refused to release to Ms. Cockrell those funds which were not in dispute.

JUDGMENT

Based upon the facts and conclusions of law and the presence of aggravating circumstances in this case; the application of the Rules of Professional Conduct and considering the ABA Standards, the Hearing Panel finds by a preponderance of the evidence that Mr. Waggoner committed disciplinary misconduct and is suspended from the practice of law for a period of three years pursuant to Tenn. Sup. Ct. R. 9, § 12.2(a).

Further, pursuant to Tenn. Sup. Ct. R. 9, § 12.7, the Hearing Panel finds Mr. Waggoner should be compelled to pay restitution to Ms. Cookrell in the amount of \$48,528.25.

Further, payment of all restitution ordered shall be a condition precedent to any application for reinstatement filed by Mr. Waggoner.

Further, pursuant to Tenn. Sup. Ct. R. 9, § 12.9(a), a practice monitor be appointed to supervise and assist Mr. Waggoner for a period of one year after admission to the practice of law as a condition to reinstatement. Said monitor shall perform all the duties set forth in Tenn. Sup. Ct. R. 9 § 12.9(b), with particular emphasis in his taking continuing legal education courses with regard to trust account rules, accounting procedures, office management procedures, fee agreements, and attorney-client communications.

IT IS SO ORDERED, this 17th day of March, 2017.


Rehim Babaoglu, Panel Chair


J. Kevin Walsh, Panel Member


Stuart Canale, Panel Member

NOTICE TO RESPONDENT

This judgment may be appealed pursuant to Tenn. Sup. Ct. R. 9, §1.3 by filing a petition for writ of certiorari, which shall be made under oath or affirmation and which shall state that it is the first application for the writ.

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing Order, has been sent to Respondent, Gerald Denny Waggoner, Jr., 1433 Poplar Avenue, Memphis, TN 38104, and his counsel, John L. Dolan, 1433 Poplar Avenue, Memphis, TN 38104, by U.S. First Class Mail, and hand-delivered to A. Russell Willis, Disciplinary Counsel, on this the 17th day of March, 2017.

A handwritten signature in cursive script, appearing to read "Rita Webb", written over a horizontal line.

Rita Webb
Executive Secretary

CONTRACT TO EMPLOY ATTORNEY

Client's Full Name Renee Cockrell

Address 3218 Thirteen Colony Mall #1 Telephone No. [REDACTED]

Social Security No. [REDACTED] Date of Birth [REDACTED]

Employer Disabled

Address _____ Telephone No. _____ Ext. _____

Other Contact Person _____ Relationship _____

Address _____ Telephone No. _____

Employer _____ Telephone No. _____

On this 18 day of January, 2010, the undersigned Client employs Gerald D. Waggoner ("Attorney") for services in connection with

Reinstating Disability Payments and appeal to Hartford Insurance Company.

Client agrees to pay for said services on a contingent basis of 40% percent of all amounts recovered or collected before suit is filed; of 40% percent in the event of the filing by any party of any appeal to any court.

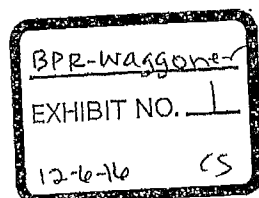
In order to cover Attorney's initial investigation and investment of time in this matter, Client agrees to pay a retainer fee of \$ 500, which fee is not refundable at any time or for any reason. Said retainer fee will be applied against any attorney's fee due to Attorney under this agreement.

Client also agrees to pay \$ 500, which sum shall be held in trust by Attorney, and costs and expenses as they accrue shall be charged against said sum until same is exhausted. Client agrees to replenish said account from time to time, as requested by Attorney.

The costs and expenses for which Client shall be responsible include but are not limited to court fees, photocopy costs, long distance charges, travel, and charges of court reporters, and Attorney shall not be liable for costs and expenses of any kind. Client's failure or refusal to pay such costs and expenses shall relieve Attorney from any and all responsibility for performing any duty which cannot reasonably be performed in the absence of such payment. Should Attorney advance and pay any costs and expenses, Attorney shall be reimbursed by Client no later than thirty (30) days after the mailing to Client of Attorney's itemized statement.

Client shall remain ultimately liable for payment of Client's own account, provided that, should Attorney recover from any third party any payment for fees or expenses, Client's account shall be credited to such extent. Client agrees that Attorney may withhold from any funds received for or from Client or on Client's behalf any sums due and owing to Attorney for any work performed or expenses advanced for Client on any matter whatsoever, and Client herewith assigns unto Attorney a lien upon any monies, chattels or other things of value should same come into Client's or Attorney's hands as a result of or in connection with this or any other case. Should litigation be necessary to enforce this contract and/or should Client's Attorney or such other attorney or agency shall be entitled to attorneys' fees in an amount equal to one-third (1/3) of the principal debt, plus interest as provided for hereinabove, expenses and costs of court and, in any such action, Attorney is released by Client from any claim of privileged communication to the extent that Attorney deems it reasonably necessary to use such communication in pursuance of said action.

Client shall at all times have the right to terminate Attorney's services upon the giving to Attorney of written notice to that effect. Attorney shall at all times have the right to suspend temporarily and/or terminate conclusively



Attorney's services upon written notice to Client in the event that Client fails to cooperate with Attorney in any reasonable request, fails to pay Attorney's billing statements within thirty (30) days of said statement's mailing (provided that any continuation of services by Attorney after said deadline shall not be a waiver of this provision.) Attorney retains the right to return this case to the Client upon reasonable notice.

In the event that the Attorney's services are for any reason terminated prior to the conclusion of this matter, Attorney shall have a lien on right of action for costs and expenses advanced, the attorney shall be entitled to the very same percentage of a recovery already contracted for between the Attorney and Client or compensation for time expended on behalf of the Client at the rate of One Hundred Dollars (\$100.00) per hour, whichever is greater, in addition to any expenses through the date of such termination.


Attorney may, but shall not be required to, file or resist any post-trial motions or to perfect or resist any appeals. Further, this Agreement does not require Attorney to represent Client before any other tribunal or to perform any duty outside the State of Tennessee, or to represent Client for willful violation of any court order entered in this cause. Any representation by Attorney not anticipated by this Agreement shall be at Attorney's hourly rate, noted above.

Attorney does not give advice in matters of taxation and shall not be responsible for any tax consequences that result from Attorney's services, Client having been advised to discuss all tax consequences of or related to Client's case with a C.P.A. of Client's choice.

Client acknowledges that Attorney has made no representation or guarantees of any kind regarding the successful termination of said cause of action, and all expressions relative thereto are matters of opinion only. Client also acknowledges this agreement was entered into by Client voluntarily and Client employment of said Attorney was unsolicited either by Attorney or anyone acting for the Attorney in that the decision to make a claim against the above-named defendant(s) was made solely by the Client.

Client authorizes Attorney to charge any necessary long distance telephone calls to Client's telephone number (____). Client authorizes Attorney to delegate to any associate attorney or paralegal any duties, which duties Attorney deems advisable or necessary to delegate.

Attorney accepts employment on the conditions hereinabove enumerated.


ATTORNEY


CLIENT

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

PEGGY RENEE COCKRELL,

Plaintiff,

V.

NO. 2:11-CV-02149-SEM

HARTFORD LIFE AND ACCIDENT
INSURANCE COMPANY,

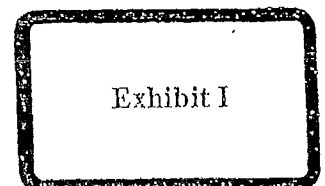
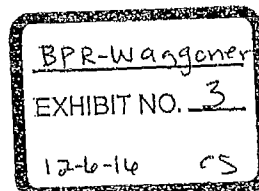
JUDGE MAYS
MAGISTRATE JUDGE PHAM

Defendant.

PEGGY RENEE COCKRELL'S MOTION FOR REASONABLE
ATTORNEY FEES AND EXPENSES

COMES NOW Plaintiff Peggy Renee Cockrell, by and through it counsel of record, Gerald D. Waggoner, pursuant to 29 U.S.C. § 1132(g)(1) and for its Motion For Reasonable Attorney's Fees and Expenses, and states as follows:

1. Prior to suit being commenced, Peggy Renee Cockrell retained her attorney, Gerald D. Waggoner, on August 19, 2009 to represent her during the insurance administrative appeal, to respond to Hartford's letters, and file the above-captioned matter.
2. After exhausting all administrative appeals, Peggy Renee Cockrell filed an ERISA complaint against Hartford Life and Accident Insurance Company (hereinafter referred to as "Hartford") on February 25, 2011 [EFC #1].
3. On April 15, 2011 Hartford filed its answer denying coverage [EFC #10].
4. Both parties prepared Motions for Judgment as a Matter of Law [EFC #22, 23] and Response in Opposition for Judgment as a Matter of Law [EFC #26, 27].



5. This Court entered an Order Denying Hartford's Motion For Judgment as a Matter of
~~Law and Granting Peggy Renee Cockrell's Motion for Judgment as a Matter of Law [EFC #31]~~

and Judgment has been entered by this Court on October 3, 2012 [EFC #32]

6. Peggy Renee Cockrell hereby moves the Court to award Peggy Renee Cockrell the sum of \$23,725.00. A true and correct copy of Peggy Cockrell's detailed invoices evidencing these fees and rates charged are attached hereto as Exhibit A.

7. A true and correct copy of the Affidavit of Gerald D. Waggoner verifying said invoice and stating his customary fee is attached hereto as Exhibit B.

8. A true and correct copy of the Affidavit of John Dolan setting out the prevailing rate charged in the community for similar service is attached hereto as Exhibit C.

WHEREFORE, Peggy Renee Cockrell respectfully requests that this Court award fees and expenses in the amount of \$23,725.00 and grant Peggy Renee Cockrell such relief to which it may be entitled or as the Court deems just and proper.

Respectfully submitted,

S/ Gerald D. Waggoner
Gerald D. Waggoner (TN BPR 13988)
THE WAGGONER LAW FIRM
1433 Poplar Avenue
Memphis, TN 38104
Telephone: (901) 276-3334
Facsimile: (901) 276-4715
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that the following individuals have been served a copy of the foregoing document via the electronic filing system:

Elizabeth J. Bondurant
Nikole M. Crow
Smith Moore Leatherwood LLP
2300 Atlantic Center Plaza
1180 West Peachtree Street
Atlanta, GA 30309

John R. Tarpley
Lewis, King, Kreig & Waldrop, P.C.
201 Fourth Avenue N., Suite 1500
Post Office Box 198615
Nashville, TN 37219-8615

/s/ Gerald Waggoner
Gerald Waggoner

The Waggoner Law Firm

1433 Poplar Avenue
Memphis, TN 38104
Phone (901) 276-3334 Fax (901) 276-4715

DATE: October 17, 2012
INVOICE # 100

FOR: Cockrell v. Hartford Life
and Accident Ins. Co.

BILL TO:
Peggy Renee Cockrell

DATE	DESCRIPTION	HOURS	RATE	AMOUNT
10/22/10	Meeting w/client. Reviewed Med Records, Off Record	3.1	250.00	775.00
11/01/10	Meeting w/client. Reviewed Med Records, Off Record	3.9	250.00	975.00
02/07/11	Meeting w/client. Reviewed Official Records, Med Records	5.5	250.00	1,375.00
02/24/11	Prepared Complaint, Application to Proceed without Prepaying, Motion to Appear In Forma Pauperis, Summons to Comm. of Insurance	2.0	250.00	500.00
02/25/11	Prepared Complaint, Application to Proceed without Prepaying, Motion to Appear in Forma Pauperis, Summons to Comm. of Insurance	2.0	250.00	500.00
04/13/11	Reviewed Notice of Appearance of Tarpley	0.2	250.00	50.00
04/15/11	Reviewed Comm. of Insurance return	0.3	250.00	75.00
04/15/11	Drafted and sent process to Comm. of Insurance	0.2	250.00	50.00
04/15/11	Reviewed Motions for Leave to Appear Pro Hac Vice, exhibits, and Answer	2.0	250.00	500.00
04/26/11	Reviewed Proposed Order on Leave	0.2	250.00	50.00
04/29/11	Reviewed Order on Leave	0.2	250.00	50.00
06/29/11	Reviewed Order Granting Leave to Appear In Forma Pauperis	0.2	250.00	50.00
06/30/11	Reviewed Notice of Rule 16(b) setting and local rules	0.3	250.00	75.00
07/14/11	Telephone conference with Tarpley setting Proposed Scheduling Order	0.3	250.00	75.00
07/25/11	Reviewed Defendant's Responses to Initial Disclosures	0.3	250.00	75.00
07/25/11	Reviewed file to determine if compliant w/disclosures	0.2	250.00	50.00
07/26/11	Researched and drafted Plaintiff's Responses to Initial Disclosures	1.0	250.00	250.00
07/27/11	Scheduling Conference	0.5	250.00	125.00
07/27/11	Travel time	1.0	250.00	250.00
08/09/11	Reviewed Scheduling Order	0.2	250.00	50.00
08/29/11	Reviewed Official Record	3.0	250.00	750.00
09/30/11	Researched, drafted, file Objection to Record	1.5	250.00	375.00
09/30/11	Telephone conference with Crowe	0.2	250.00	50.00
09/30/11	Review Hartford's electronic filing	0.3	250.00	75.00
10/31/11	meeting with client	1.0	250.00	250.00
01/03/12	Watched surveillance video 11/18/09-11/19/08 and made notes on same	5.0	250.00	1,250.00
01/04/12	Watched surveillance video 11/14/09-11/15/08 and made notes on same	4.0	250.00	1,000.00

01/05/12	Watched surveillance viedo 11/14/09-11/16/08 and made notes on same	4.0	250.00	1,000.00
01/06/12	Meeting with client on medical record, information vs. answers to investigation questions	1.0	250.00	250.00
01/15/12	Research, review file, draft motion for judgment	8.0	250.00	2,000.00
01/22/12	Research, review file, draft motion for judgment	6.0	250.00	1,500.00
01/29/12	Research, review file, draft motion for judgment	7.0	250.00	1,750.00
02/01/12	Draft/File Motion for Judgment	3.0	250.00	750.00
02/04/12	Reviewed Hartford's Motion for Judgment	4.0	250.00	1,000.00
02/11/12	Research and review file	3.0	250.00	750.00
02/11/12	Draft Plaintiff's Response to Motion for Judgment	1.0	250.00	250.00
02/18/12	Research and review file	0.6	250.00	150.00
02/18/12	Draft Plaintiff's Response to Motion for Judgment	1.4	250.00	350.00
02/25/12	Research and review file	0.9	250.00	225.00
02/25/12	Draft Plaintiff's Response to Motion for Judgment	2.1	250.00	525.00
02/28/12	Telephone conference on Joint Motion for Extension	0.4	250.00	100.00
03/01/12	Reviewed Joint Motion and Order Granting Extension	0.3	250.00	75.00
03/14/12	Research and review file	2.8	250.00	700.00
03/14/12	Draft Reply Brief in Support of Motion for Judgment	1.4	250.00	350.00
03/15/12	Research and review file	0.7	250.00	175.00
03/15/12	Draft Reply Brief in Support of Motion for Judgment	2.8	250.00	700.00
03/19/12	Reviewed Hartford's Reply Brief, Reviewed file	3.0	250.00	750.00
03/23/12	Reviewed Hartford's Motion for Leave and research on same	0.4	250.00	100.00
03/30/12	Reviewed Order on Hartford's Leave and Hartford's Amended Reply Brief	1.0	250.00	250.00
10/02/12	Reviewed Court's Judgment	0.4	250.00	100.00
10/02/12	Tele Conf and Personal Meeting w/client on Judgment	1.1	250.00	275.00
			TOTAL	\$ 23,725.00

Make all checks payable to The Waggoner Law Firm

Total due in 30 days. Overdue accounts subject to a service charge of 1% per month.

THANK YOU FOR YOUR BUSINESS!

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

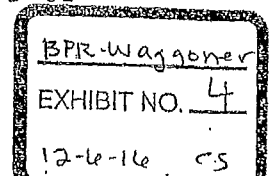
PEGGY RENEE COCKRELL,)	
)	
Plaintiff,)	
v.)	
)	Case No. 11-2149
HARTFORD LIFE AND ACCIDENT)	
INSURANCE COMPANY,)	
)	
Defendant)	

ORDER GRANTING PLAINTIFF'S MOTION FOR ATTORNEY'S FEES

Before the Court is Plaintiff Peggy Renee Cockrell's ("Cockrell") October 17, 2012 Motion for Attorney's Fees ("Mot.") and accompanying Memorandum of Law Supporting the Motion ("Cockrell Mem."). (See ECF Nos. 33 and 34.) Defendant Hartford Life and Accident Insurance Company ("Hartford") filed a Brief in Opposition to Plaintiff's Motion for Attorney's Fees ("Resp.") on November 5, 2012. (See ECF No. 35.) For the reasons below, the Court GRANTS Plaintiff's Motion.

I. Facts and Procedural History

Plaintiff Cockrell brought suit against Defendant Hartford to recover long-term disability benefits under 29 U.S.C. § 1332(a), §502 of the Employee Retirement Income Security Act of



1974 ("ERISA"). (See ECF No. 1 ("Compl.")). Cockrell's assertion of disability and the grounds for her suit are discussed in the Court's September 30, 2012 order granting Cockrell's Motion for Judgment as a Matter of Law and remanding the case to Hartford for further consideration. (See ECF No. 31.) Shortly after entry of that order, Plaintiff moved for attorney's fees in the amount of \$23,725.00 pursuant to 29 U.S.C. § 1132(g)(1). (Mot. ¶ 6.) Plaintiff's counsel waives all expenses incurred in this matter and seeks no reimbursement for them under § 1132. (Waggoner Aff., ECF No. 33-2.)

Cockrell invokes the five-factor test adopted by the Sixth Circuit in Secretary of Department of Labor v. King to support an award of attorney's fees. (Cockrell Mem. 4-5); 775 F.2d 666, 669 (6th Cir. 1985) (establishing the five-factor test). Hartford argues that Cockrell is not entitled to attorney's fees under the five-factor test because the relevant factors are neutral or weigh against an award of fees. (Resp. 3-4.) Hartford asserts that, if Cockrell is awarded fees, the amount should be adjusted downward to reflect a reasonable amount proportional to Cockrell's success on the merits. (Resp. 5-7.)

II. Standard of Review

Section 1132(g) of Title 29 provides that a district court has discretion to award attorney's fees in an ERISA action:

In any action under this title . . . by a participant, beneficiary, or fiduciary, the court in its discretion may allow a reasonable attorney's fee and costs of action to either party.

29 U.S.C. § 1132(g)(1). In Hardt v. Reliance Std. Life Ins. Co., the Supreme Court established a threshold for recovery under §1132(g)(1):

[A] fees claimant must show "some degree of success on the merits" before a court may award attorney's fees under § 1132(g)(1). A claimant does not satisfy that requirement by achieving "trivial success on the merits" or a "purely procedural victor[y]," but does satisfy it if the court can fairly call the outcome of the litigation some success on the merits without conducting a "lengthy inquir[y] into the question whether a particular party's success was 'substantial' or occurred on a 'central issue.'"

130 S. Ct. 2149, 2158 (2010) (quoting Ruckelshaus v. Sierra Club, 463 U.S. 680, 694 (1983)) (internal citations omitted).

Before Hardt, courts in the Sixth Circuit applied the five-factor test established in King (known as the "King Factors") when deciding whether to award fees. Heath v. Metro. Life Ins. Co., 2011 U.S. Dist. Lexis 101504, at *6-8 (M.D. Tenn. Sept. 6, 2011). The King Factors are:

(1) the degree of the opposing party's culpability or bad faith; (2) the opposing party's ability to satisfy an award of attorney's fees; (3) the deterrent effect of an award on other persons under similar circumstances; (4) whether the party requesting fees sought to confer a common benefit on all participants and beneficiaries of an ERISA plan or resolve significant legal questions regarding ERISA; and (5) the relative merits of the parties' positions.

King, 775 F.2d at 669. The Supreme Court in Hardt analyzed a five-factor test used by the Fourth Circuit that was identical

to the test in King and held that the Fourth Circuit test was not required. The court said, however, that it "do[es] not foreclose the possibility that once a claimant has satisfied [the threshold] requirement, and thus becomes eligible for a fees award under ERISA § 1132(g)(1), a court may consider the five factors." Hardt, 130 S. Ct. at 2158 n.8. Since Hardt, courts in the Sixth Circuit have continued to consider the five-factor test when deciding whether to award attorney's fees, and this Court will apply the test as a guide in exercising its discretion. See, e.g., Heath, 2011 U.S. Dist. LEXIS 101504, at *9; Reese v. CNH Global N.V., No. 04-70592, 2011 U.S. Dist. LEXIS 70607, at *9-11 (E.D. Mich. June 30, 2011); Loan v. Prudential Ins. Co. of Am., 788 F. Supp. 2d 558, 562-65 (E.D. Ky. 2011).

III. Analysis

A. Degree of Success on the Merits

To earn a fee award, Cockrell must have had "some degree of success on the merits." Hardt, 130 S. Ct. at 2158. Cockrell fails to address this threshold requirement. Post-Hardt case law from the Sixth Circuit informs the Court's discretion. In McKay v. Reliance Std. Life Ins. Co., the Sixth Circuit decided that the Hardt threshold requirement of "some degree of success" had been met by a plaintiff who had not yet won his benefits claim, but had received "another shot" at benefits by winning a

remand. 428 Fed. Appx. 537, 546-47 (6th Cir. 2011) *aff'g McKay v. Reliance Std. Life Ins. Co.*, 654 F. Supp. 2d 731, 733-36 (E.D. Tenn. 2009). Since McKay, other district courts in the Circuit have reached the same conclusion. *E.g.*, Hayden v. Martin Marietta Materials, Inc., 2012 U.S. Dist. LEXIS 156880, at *9 (W.D. Ky. Oct. 30, 2012) ("[I]n the Sixth Circuit, a remand constitutes 'some success on the merits' thereby making an award of attorneys' fees and costs available under § 1132(g)(1)."); Mullins v. Prudential Ins. Co. of Am., 2012 U.S. Dist. LEXIS 43723, at *8 (W.D. Ky. March 28, 2012) ("We conclude under the facts of this case that the remand ordered by this court constituted 'some degree of success on the merits,' thus rendering the plaintiff eligible for an award of attorneys fees."); Bio-Med. Applications of Ky., Inc. v. Coal Exclusive Co., LLC, 2011 U.S. Dist. LEXIS 91187, at *7 (E.D. Ky. Aug. 15, 2011) ("The [McKay] court determined that the remand satisfied Hardt's standard for 'success.'"). Cockrell "achieved far more than trivial success on the merits or purely a procedural victory" when she persuaded this Court that Hartford's decision was arbitrary and capricious and that it should not be upheld under ERISA. Hardt, 130 S. Ct. 2149 at 2159 (internal citations omitted). She has met the threshold requirement and is eligible for attorney's fees under §1132(g)(1).

B. Five-factor Test

The King Factors guide the exercise of judicial discretion when awarding attorney's fees. "Because no single factor is determinative, the court must consider each factor before exercising its discretion." Schwartz v. Gregori, 160 F.3d 1116, 1119 (6th Cir. 1998).

1. Culpability or bad faith

This Court questioned Hartford's review process in its opinion remanding for further review of Cockrell's eligibility for long-term disability benefits. Hartford relied on the opinions of physicians who conducted only paper reviews of Cockrell's case rather than the opinions of Cockrell's treating physicians, Hartford failed to take adequate account of the disability determination made by the Social Security Administration, and Hartford failed to explain its rejection of that determination adequately. (ECF No. 31.) The Court concluded that "Hartford's benefits determination was not the product of a deliberate, principled reasoning based on substantial evidence." (Id. 30.) It is not necessary to decide whether Hartford's actions rise to the level of bad faith because Hartford is culpable for its cursory review of Cockrell's claim. The Sixth Circuit has concluded that this level of culpability is significant. See Moon v. Unum Provident Corp., 461 F.3d 639, 643-44 (6th Cir. 2006) (reversing the district court and weighing the culpability factor in favor of

awarding attorney's fees where the administrator's physician was employed by the defendant and conducted only a paper review that failed to take into account treating physicians' opinions); see also Heffernan v. Unum Life Ins. Co. of Am., 101 Fed. Appx. 99, *109 (6th Cir. June 11, 2004) (unpublished opinion) ("An arbitrary and capricious denial of benefits does not necessarily indicate culpability or bad faith. However, in this case, [Defendant] ignored overwhelming evidence of [Plaintiff's] disability, and, instead denied her claim based on a theory that lacked legitimate foundation."). Because of Hartford's culpability, the first factor favors an award of attorney's fees.

2. Ability to satisfy award

Hartford does not dispute that it has the ability to pay an award of fees. (Resp. 3.) Hartford notes that this factor has been used by courts in the Sixth Circuit for exclusionary purposes. (Id., citing Warner v. DSM Pharma Chems. N. Am., Inc., 452 F. App'x 677, 681-82 (6th Cir. 2011)). The factor "is clearly not dispositive by itself and must be weighed alongside the remaining King factors in determining the merits of a fee award." Elliott v. Metro. Life Ins. Co., 2007 U.S. Dist. LEXIS 38893, at *9 (E.D. Ky. May 29, 2007); see Firestone Tire & Rubber Co. v. Neusser, 810 F.2d 550, 557-58 (6th Cir. 1987).

Although Hartford's ability to pay in a case of this nature may not carry the greatest weight, this factor favors a fee award.

3. Deterrent effect

The deterrent effect of a fee award in a case of this kind is likely to be significant because the Court finds Hartford culpable. Cockrell argues that an award of attorney's fees will "deter ERISA claims fiduciaries from performing cursory investigations that lead to denial of benefits." (Cockrell's Mem. 5.) It is clear that awarding attorney's fees in this case would deter future arbitrary and capricious conduct. See McKay, 654 F. Supp. 2d at 738 (finding specific and general deterrence due to defendant's arbitrary and capricious conduct). Such an award would favorably affect the process by which fiduciaries conduct reviews of long-term disability claims by encouraging them to provide full and fair reviews of all claims or suffer the consequences of paying more than the amount of benefits originally denied. This factor favors the award of fees.

4. Common benefit

Although there is no evidence that Cockrell brought this ERISA action in an attempt to confer a benefit on other participants or to resolve a significant legal question regarding ERISA, she contends that "it would benefit all future participants of the ERISA plan to have Hartford's benefits determination made on deliberate, principled reasoning as

opposed to cursory investigation." (Cockrell's Mem. 5.)

Hartford argues that Cockrell's contention is insufficient because she filed the action to recover disability benefits denied her and because "any benefit conferred on future claimants was merely 'incidental'" to her claims. (Resp. 4 (quoting Thies v. Life Ins. Co. of N. Am., 839 F. Supp. 2d 886, 893 (W.D. Ky. 2012)).)

Courts in the Sixth Circuit have concluded that, when a plaintiff brings suit solely for personal benefit, she does not seek to confer a common benefit on all plan participants. (See, e.g., Gaeth v. Hartford Life Ins. Co., 538 F.3d 524, 533 (6th Cir. 2008) (noting that the effect of discouraging plan administrators from "making similarly unreasonable decisions in the future" is a deterrent effect and does not constitute a "common benefit" for purposes of the King analysis); Shelby County Health Care Corp. v. Majestic Star Casino, LLC Group Health Benefit Plan, 581 F.3d 355, 378 (6th Cir. 2009) ("Where a claimant seeks benefits only for himself, we generally have found the common-benefit factor to weigh against an attorney-fee award."); Hayden, 2012 U.S. Dist. LEXIS 156880, at *16-17 ("Although the Court's findings in its decision to remand might be useful to plaintiffs in future cases, there is no indication that Plaintiff sought to bring her case for that purpose. That is, any points of law resulting from this case that might

benefit other beneficiaries are merely incidental to Plaintiff's ultimate goal of obtaining the benefits of her policy for herself.")

Cockrell does not claim she brought suit to resolve significant legal questions regarding ERISA, nor would such a claim have merit given prior decisions in this Circuit. (See Gaeth, 538 F.3d at 533 (finding that a case in which the dispute is whether the insurer's decision to terminate benefits was arbitrary and capricious does not turn on the resolution of a difficult ERISA question); Mullins, 2012 U.S. Dist. LEXIS 43723, at *12 ("[Plaintiff's] suit was filed and litigated for his personal benefit. No new legal ground was broken here."). This factor weighs against awarding attorney's fees.

5. Merits of the case .

Cockrell's position is stronger than Hartford's because Hartford acted arbitrarily and capriciously in its decision to deny Cockrell benefits and did so in a culpable manner. (See Moon, 461 F.3d at 646 (finding that the merits factor favored a plaintiff whose long-term disability benefits were terminated arbitrarily and capriciously by a culpable party)). Hartford argues that the merits factor weighs against an attorney's fee award because this Court found there was no bias or conflict of interest in Hartford's review and that it was unclear whether Cockrell was entitled to benefits. (Resp. 4.) Hartford cites a

district court decision in which the court weighed this factor against an attorney's fee award because it found that the merits of the claimant's position were questionable and that there was a possibility that the plan administrator could ultimately prevail. Bowers v. Hartford Life & Accident Ins. Co., No. 2:09-CV-290, 2010 U.S. Dist. LEXIS 114663, at *13-14 (S.D. Ohio Oct. 19, 2010) (citing Gaeth, 538 F.3d at 534).

In Gaeth, the Sixth Circuit found that a district court could have weighed the merits factor against an award of attorney's fees in a case in which the insurer ultimately could have prevailed. 538 F.3d at 534. The court "noted, significantly, that the record contained minimal objective medical evidence of [the plaintiff's] continued disability." Id. (internal quotations omitted). This Court, although finding that Cockrell's entitlement to benefits was unclear and questioning the full extent of Cockrell's injuries, did not, in its remand, find that there was minimal medical evidence to support Cockrell's claim. The Court remanded the case because there was medical evidence that Hartford failed to consider adequately in its review. Cockrell's position is stronger than Hartford's and guides the Court in weighing this factor in favor of an award of attorney's fees.

The totality of the King analysis under the circumstances of this case favors an attorney's fee award to Cockrell.

C. Fees to Which Plaintiff Is Entitled

Cockrell seeks a total fee of \$23,725.00, representing the lodestar (hourly rate multiplied by the number of hours worked). (Mot. 2.) Cockrell's fee request is supported by an Exhibit containing the detailed invoice she received from her attorney ("Exhibit A"). (ECF No. 33-1.) Cockrell has also submitted an Affidavit of her attorney, Gerald D. Waggoner, confirming the invoice and stating his customary fee ("Exhibit B"), and an Affidavit of John L. Dolan, a Memphis-area attorney, supporting the fee award requested ("Exhibit C"). (ECF Nos. 33-2 and 33-3.)

Hartford has contested the reasonableness of the fee requested based on the allegedly excessive number of hours spent litigating the matter and the degree of Cockrell's success on the merits. (Resp. 5-7.)

1. Reasonableness of lodestar figure

In determining a reasonable attorney's fee, it is well established that the "lodestar" approach is the proper method for calculating the award. Building Serv. Local 47 Cleaning Contractors Pension Plan v. Grandview Raceway, 46 F.3d 1392, 1401 (6th Cir. 1995). When using the lodestar approach, "in which 'the number of hours reasonably expended on litigation [is] multiplied by a reasonable hourly rate,' . . . '[t]here is a strong presumption' that this lodestar figure represents a

reasonable fee." Heath, 2011 U.S. Dist. LEXIS 101504, at *23-24 (internal citations omitted).

Hartford does not challenge the hourly rate charged by Cockrell's attorney, but claims that the number of hours submitted for specific tasks is unreasonable. (Resp. 5-7.) Cockrell, the party seeking an award of attorney's fees, "has the burden of demonstrating the reasonableness of hours," and Hartford "has the burden of producing evidence against this reasonableness." Elec. Energy, Inc. v. Lambert, 2011 U.S. Dist. LEXIS 53018, at *12 (W.D. Tenn. May 17, 2011). "[T]he district court may reduce the award accordingly" if a fee applicant presents inadequate documentation of hours. Hensley v. Eckhart, 461 U.S. 424, 433 (1983). In reviewing claims for reasonableness, a court should exclude from its calculation hours that are "excessive, redundant, or otherwise unnecessary." Id.

Based on a review of the affidavits and the invoice submitted by Cockrell, a majority of the time documented in this case is reasonable. In all but a few instances, Cockrell has met her burden of demonstrating that the fee requested and hours spent are not excessive. Some time submitted was unnecessary.

Counsel for Cockrell submitted two entries of two hours each to prepare a motion to appear in forma pauperis, a summons, an application to proceed without prepaying, and the complaint.

(Exhibit A, Entries dated 02/24/2011 and 02/25/2011.) Four hours is not a reasonable time to prepare those documents. The paperwork for a motion to appear in forma pauperis and a summons is minimal, and counsel has separately reported spending 5.5 hours preparing a three-page written complaint. The entries dated 02/24/2011 and 02/25/2011 are redundant. The fee requested is reduced by \$500.00, representing the elimination of one two-hour time entry.

The Court also finds that the time submitted for reviewing three surveillance videos is not reasonable. Cockrell's counsel recorded thirteen hours over a three-day period to review surveillance videos that contained a total of approximately one hour and ten minutes of video footage. (Exhibit A, Entries dated 01/03/2012, 01/04/2012, and 01/05/2012; Resp. 6.) The Court finds that excessive and concludes that five hours is a reasonable time to view and make notes on the surveillance videos. The requested fee is reduced by an additional \$2,000.00, representing the elimination of eight hours.

2. Reduction of fees due to plaintiff's "limited success"

The appropriate lodestar figure in this case is \$21,225.00. Hartford asserts that Cockrell should be awarded half the requested attorney's fee because obtaining a remand represents only partial success. (Resp. 6.) Hartford cites two unreported

cases from the Eastern District of Michigan in which courts reduced attorney's fee awards by fifty percent on finding that a plaintiff who seeks disability benefits but whose case is remanded for review has obtained only partial success and is entitled to a partial award of attorney's fees. See Weaver v. Dow Corning Corp., No. 07-CV-10984, 2009 U.S. Dist. LEXIS 75430, at *10-12 (E.D. Mich. Aug. 25, 2009); Blajei v. Sedgwick Claims Mgmt. Services, Inc., No. 09-13232, 2010 U.S. Dist. LEXIS 102793, at *37-38 (E.D. Mich. Sept. 28, 2010). Both of these cases were decided before Mckay, 428 F. App'x at 546-47.

Here, the Court granted judgment as a matter of law in Cockrell's favor. Although remand may not have been the relief initially sought, it was a form of relief in Cockrell's favor. This case is similar to Heath, in which a district court declined to award benefits, but remanded the case for further review. In its decision to grant the plaintiff full attorney's fees, the court noted that it remanded the case because factual issues were unresolved and that remand did not constitute "limited success" because it was, in part, the insurance company's failure to analyze the plaintiff's medical record adequately during its initial review that required the remand. The court reasoned that:

It would seem absurd to classify the a [sic] decision to remand the case back to Defendant for further review as "limited success" in this situation: this would allow

Defendant to benefit from a reduction in attorney fees when it was Defendant's failure to consider and adequately analyze the Plaintiff's medical record that made judgment in Plaintiff's favor impossible. It cannot be that an inadequate review that produces an insufficient basis for a benefits decision by the insurer or the court can result in a fee reduction due to the plaintiff's limited success in court.

Heath, 2011 U.S. Dist. LEXIS 101504, at *35-36.

Although this Court did not grant Cockrell's request for disability benefits, it did find that Hartford's denial of benefits was arbitrary and capricious. (ECF No. 31.) The Court questioned Hartford's determination and cited several deficiencies in Hartford's review practices that made its decision inadequate. The Court did not grant Cockrell disability benefits because factual issues needed to be clarified and Hartford's cursory review did not provide a proper basis for a benefits determination. Hartford may not benefit from a reduction in an attorney's fee award when it was Hartford's inadequate and cursory review that prompted this litigation. Cockrell, like the plaintiff in Heath, has achieved a level of success in securing a remand of her case that entitles her to an undiluted award of attorney's fees.

IV. Conclusion

For the foregoing reasons, Cockrell's Motion is GRANTED. Cockrell is awarded a reasonable attorney's fee of \$21,225.00.

So ordered this 15th day of May, 2013.

s/ Samuel H. Mays, Jr.
SAMUEL H. MAYS, JR.
UNITED STATES DISTRICT JUDGE

COPY REFERENCE: 20131205000290 SS
12/06/13 10:40:35 27 WEB JOBT31206103656
0075462037+ 20130531 07
24407.51 1000087717582 000000

DASH COUNT - FOR OFFICE USE ONLY		
SPLIT DEPOSIT		
CHECKS		
LESS DEPOSIT		
CASH RETURNED		

Large		
X 100		
X 50		
X 20		
X 10		
X 5		
X 2		
X 1		
Coin		
TOTAL		

130
100008717382
56090205 15960 4
Transaction Date: 3/19/2013 13:31:51

4
Date 3/19/2013 AM
1:06:00 DASH
24:401.51 TOTAL

0012-1-40631021525
0086066349

BPR-Waggoner
EXHIBIT NO. 5
12-6-16 CS

SUNTRUST BANK
P O BOX 622227
ORLANDO FL 32862-2227

Page 1 of 2
36/E00/0175/0 /56
1000087717582
05/31/2013

Account Statement

381042934330
MEMPHIS PROFESSIONAL GROUP IOLTA
TN BAR FOUNDATION
1433 POPLAR AVE
MEMPHIS TN 38104-2934

Questions? Please call
1-800-786-8787

HOW CAN WE HELP YOU MAKE THE RIGHT FINANCIAL CHOICES FOR TODAY AND TOMORROW?
WITH OUR VARIETY OF SOLUTIONS AND FINANCIAL GUIDANCE.
WE VALUE YOU AS A CLIENT AND WANT TO HELP YOU BANK THE WAY THAT FITS YOUR LIFE.
LEARN MORE AT SUNTRUST.COM.

Account Summary	Account Type	Account Number	Statement Period
	INTEREST ON LAWYERS TRUST	1000087717582	05/01/2013 - 05/31/2013

Description	Amount	Description	Amount
Beginning Balance	\$6,381.76	Average Balance	\$7,331.20
Deposits/Credits	\$66,118.97	Average Collected Balance	\$4,214.14
Checks	\$40,960.71	Number of Days in Statement Period	31
Withdrawals/Debits	\$4,943.59	Annual Percentage Yield Earned	.16%
Ending Balance	\$28,596.42	Interest Paid Year to Date	\$4.09

Deposits/ Credits	Date	Amount	Serial #	DEPOSIT	Date	Amount	Serial #	DEPOSIT
	05/01	2,025.10		DEPOSIT	05/16	6,118.20		DEPOSIT
	05/07	3,017.05		DEPOSIT	05/17	9,135.00		DEPOSIT
	05/08	1,000.00		DEPOSIT	05/24	1,582.00		DEPOSIT
	05/08	2,511.50		DEPOSIT	05/28	8,092.36		DEPOSIT
	05/13	8,229.68		DEPOSIT	06/31	24,407.51		DEPOSIT

05/31 .57 INTEREST PAID THIS STATEMENT THRU 05/31

Deposits/Credits: 11 Total Items Deposited: 45

Checks	Check Number	Amount	Date Paid	Check Number	Amount	Date Paid	Check Number	Amount	Date Paid
	1865	215.00	05/03	*1872	1,591.25	05/09	1878	400.00	05/28
	1866	99.50	05/03	1873	2,100.00	05/14	1879	2,067.58	05/24
	1867	4,196.00	05/06	*1875	480.00	05/16	*1881	7,500.00	05/28
	1868	4,361.95	05/07	1876	12,341.18	05/20			
	*1870	2,108.25	05/08	1877	3,500.00	05/20			

Checks: 13

*Break in check sequence

Withdrawals/ Debits	Date Paid	Amount	Serial #	Description
	05/01	.58		PREVIOUS MONTH'S IOLTA INTEREST
	05/20	4,588.01		ELECTRONIC/ACH DEBIT
				DISCOVER PHONE PAY 0064
	05/30	375.00		DEPOSITED ITEM RETURNED

Withdrawals/Debits: 3

Balance Activity History	Date	Balance	Collected Balance	Date	Balance	Collected Balance
	05/01	8,406.27	7,921.27	05/08	3,954.12	2,963.12
	05/02	8,406.27	8,406.27	05/09	2,362.87	2,093.87
	05/03	8,091.77	8,091.77	05/10	2,362.87	2,342.87
	05/06	3,895.77	3,895.77	05/13	10,592.55	2,363.55
	05/07	2,680.87	466.13	05/14	8,492.55	263.55

435833

Member FDIC

Continued on next page

BRR-Waggoner

EXHIBIT NO. 6

12-6-14

CS

SUNTRUST BANK
P O BOX 622227
ORLANDO FL 32862-2227

Page 2 of 2
36/E00/0175/0 /56
1000087717582
05/31/2013

Account Statement

Balance Activity History	Date	Balance	Collected Balance	Date	Balance	Collected Balance
	05/16	14,130.75	13,316.75	05/28	2,563.34	5,529.66
	05/17	23,265.75	14,791.75	05/29	2,583.34	3,090.66
	05/20	2,856.56	2,687.56	05/30	2,188.34	1,361.34
	05/21	2,856.56	2,856.56	05/31	26,596.42	3,295.42
	05/24	2,370.98	1,660.98			

SUNTRUST BANK
P O BOX 622227
ORLANDO FL 32862-2227

Page 1 of 1
36/E00/0175/0 /56
1000087717582
06/30/2013

Account Statement

'381042934330'
MEMPHIS PROFESSIONAL GROUP IOLTA
TN BAR FOUNDATION
1433 POPLAR AVE
MEMPHIS TN 38104-2934

Questions? Please call
1-800-786-8787

HOW CAN WE HELP YOU MAKE THE RIGHT FINANCIAL CHOICES FOR TODAY AND TOMORROW?
WITH OUR VARIETY OF SOLUTIONS AND FINANCIAL GUIDANCE.
WE VALUE YOU AS A CLIENT AND WANT TO HELP YOU BANK THE WAY THAT FITS YOUR LIFE.
LEARN MORE AT SUNTRUST.COM.

Account Summary	Account Type	Account Number	Statement Period
	INTEREST ON LAWYERS TRUST	1000087717582	06/01/2013 - 06/30/2013

Description	Amount	Description	Amount
Beginning Balance	\$26,596.42	Average Balance	\$10,702.41
Deposits/Credits	\$10,418.70	Average Collected Balance	\$8,353.96
Checks	\$33,350.37	Number of Days In Statement Period	30
Withdrawals/Debits	\$57	Annual Percentage Yield Earned	.15%
Ending Balance	\$3,664.18	Interest Paid Year to Date	\$5.12

Deposits/ Credits	Date	Amount	Serial #	DEPOSIT	Date	Amount	Serial #	DEPOSIT
	06/07	5,386.17		DEPOSIT	06/26	2,289.50		DEPOSIT
	06/14	1,240.00		DEPOSIT	06/28	1,502.00		DEPOSIT

06/28 1.03

INTEREST PAID THIS STATEMENT THRU 06/30

Deposits/Credits: 5

Total Items Deposited: 31

Checks	Check Number	Amount	Date Paid	Check Number	Amount	Date Paid	Check Number	Amount	Date Paid
	1880	3,825.00	06/19	*1890	500.00	06/11	*1898	200.00	06/25
	*1883	1,800.00	06/04	1891	306.00	06/10	1899	2,800.00	06/24
	1884	2,211.75	06/04	1892	2,000.00	06/10	1900	306.00	06/27
	1885	1,272.50	06/10	1893	2,932.06	06/12	1901	348.50	06/27
	1886	5,432.80	06/05	1894	891.58	06/17			
	*1888	4,295.20	06/05	1895	4,229.00	06/17			

Checks: 16

*Break in check sequence

Withdrawals/ Debits	Date Paid	Amount	Serial #	Description
	06/03	.57		PREVIOUS MONTH'S IOLTA INTEREST

Withdrawals/Debits: 1

Balance Activity History	Date	Balance	Collected Balance	Date	Balance	Collected Balance
	06/01	26,596.42	3,295.42	06/17	7,351.15	7,344.15
	06/03	26,595.85	26,168.85	06/18	7,351.15	7,351.15
	06/04	22,584.10	22,584.10	06/19	3,526.15	3,526.15
	06/05	12,856.10	12,856.10	06/24	726.15	726.15
	06/07	18,242.27	14,177.27	06/25	526.15	526.15
	06/10	14,663.77	14,588.77	06/26	2,815.65	527.65
	06/11	14,163.77	14,163.77	06/27	2,161.15	723.15
	06/12	11,231.71	11,231.71	06/28	3,664.18	1,690.18
	06/14	12,471.71	11,971.71			

SUNTRUST BANK
P O BOX 622227
ORLANDO FL 32862-2227

Page 1 of 2
36/E00/0175/0 /56
1000087717582
07/31/2013

Account Statement

33810429343303
MEMPHIS PROFESSIONAL GROUP IOLTA
TN BAR FOUNDATION
1433 POPLAR AVE
MEMPHIS TN 38104-2934

Questions? Please call
1-800-786-8787

HOW CAN WE HELP YOU MAKE THE RIGHT FINANCIAL CHOICES FOR TODAY AND TOMORROW?
WITH OUR VARIETY OF SOLUTIONS AND FINANCIAL GUIDANCE.
WE VALUE YOU AS A CLIENT AND WANT TO HELP YOU BANK THE WAY THAT FITS YOUR LIFE.
LEARN MORE AT SUNTRUST.COM.

Account Summary	Account Type	Account Number	Statement Period
	INTEREST ON LAWYERS TRUST	1000087717582	07/01/2013 - 07/31/2013

Description	Amount	Description	Amount
Beginning Balance	\$3,684.18	Average Balance	\$824.37
Deposits/Credits	\$7,270.10	Average Collected Balance	\$898.59
Checks	\$8,904.59	Number of Days in Statement Period	31
Withdrawals/Debits	\$4,007.03	Annual Percentage Yield Earned	.18%
Ending Balance	\$22.66	Interest Paid Year to Date	\$5.22

Deposits/Credits	Date	Amount	Serial #	DEPOSIT	Date	Amount	Serial #	DEPOSIT
	07/12	3,300.00		DEPOSIT	07/19	350.00		DEPOSIT
	07/18	500.00		DEPOSIT	07/24	850.00		DEPOSIT
	07/18	2,270.00		DEPOSIT				

07/31 .10 INTEREST PAID THIS STATEMENT THRU 07/31

Deposits/Credits: 6 Total Items Deposited: 14

Checks	Check Number	Amount	Date Paid	Check Number	Amount	Date Paid	Check Number	Amount	Date Paid
	1897	303.50	07/01	*1907	466.25	07/12	1911	50.00	07/29
	*1902	150.00	07/01	*1909	300.00	07/15	*1913	250.00	07/29
	1903	2,000.00	07/02	1910	3,384.84	07/18			

Checks: 8 *Break in check sequence

Withdrawals/Debits	Date Paid	Amount	Serial #	Description
	07/01	25.00		DEPOSITED ITEM RETURNED
	07/01	406.00		DEPOSITED ITEM RETURNED
	07/01	1.03		PREVIOUS MONTH'S IOLTA INTEREST
	07/12	75.00	325590	DEPOSIT CORRECTION
	07/15	2,500.00		PAID ITEM
	07/22	1,000.00		DEPOSITED ITEM RETURNED

Withdrawals/Debits: 6

Balance Activity History	Date	Balance	Collected Balance	Date	Balance	Collected Balance
	07/01	2,778.65	1,987.65	07/18	122.56	122.56
	07/02	778.65	773.65	07/19	472.56	247.56
	07/03	778.65	778.65	07/22	527.44	529.44
	07/10	778.65	778.65	07/23	527.44	527.44
	07/12	3,537.40	3,013.40	07/24	322.56	527.44
	07/15	737.40	733.40	07/25	322.56	322.56
	07/16	737.40	737.40	07/29	22.56	22.56

435427

Member FDIC

Continued on next page

SUNTRUST BANK
P O BOX 622227
ORLANDO FL 32862-2227

Page 2 of 2
36/E00/0175/0 /56
1000087717582
07/31/2013

Account Statement

Balance Activity History	Date	Balance	Collected Balance	Date	Balance	Collected Balance
	07/31	22.66	22.66			

SUNTRUST BANK
P O BOX 622227
ORLANDO FL 32862-2227

Page 1 of 1
36/E00/0175/0 /56
1000087717582
08/31/2013

Account Statement

*3810429343303
MEMPHIS PROFESSIONAL GROUP IOLTA
TN BAR FOUNDATION
1433 POPLAR AVE
MEMPHIS TN 38104-2934

Questions? Please call
1-800-786-8787

HOW CAN WE HELP YOU MAKE THE RIGHT FINANCIAL CHOICES FOR TODAY AND TOMORROW?
WITH OUR VARIETY OF SOLUTIONS AND FINANCIAL GUIDANCE.
WE VALUE YOU AS A CLIENT AND WANT TO HELP YOU BANK THE WAY THAT FITS YOUR LIFE.
LEARN MORE AT SUNTRUST.COM.

Account Summary	Account Type	Account Number	Statement Period
	INTEREST ON LAWYERS TRUST	1000087717582	08/01/2013 - 08/31/2013

Description	Amount	Description	Amount
Beginning Balance	\$22.66	Average Balance	\$3,963.14
Deposits/Credits	\$20,405.27	Average Collected Balance	\$2,107.23
Checks	\$17,631.25	Number of Days in Statement Period	31
Withdrawals/Debits	\$-10	Annual Percentage Yield Earned	.15%
Ending Balance	\$2,796.58	Interest Paid Year to Date	\$5.49

Deposits/Credits	Date	Amount	Serial #	DEPOSIT	Date	Amount	Serial #	DEPOSIT
	08/02	1,115.00		DEPOSIT	08/23	350.00		DEPOSIT
	08/12	9,375.00		DEPOSIT	08/23	7,000.00		DEPOSIT
	08/16	1,240.00		DEPOSIT	08/30	1,325.00		DEPOSIT

08/30 .27 INTEREST PAID THIS STATEMENT THRU 08/31

Deposits/Credits: 7 Total Items Deposited: 38

Checks	Check Number	Amount	Date	Check Number	Amount	Date	Check Number	Amount	Date
	1912	100.00	08/14	1918	3,100.00	08/16	1922	4,750.00	08/26
	*1914	3,730.00	08/15	1919	300.00	08/28	1923	250.00	08/30
	1915	626.25	08/06	1920	825.00	08/26	1924	250.00	08/30
	*1917	500.00	08/14	1921	1,200.00	08/27	*1926	2,000.00	08/29

Checks: 12 *Break in check sequence

Withdrawals/Debits	Date	Amount	Serial #	Description
	08/01	.10		PREVIOUS MONTH'S IOLTA INTEREST

Withdrawals/Debits: 1

Balance Activity History	Date	Balance	Collected Balance	Date	Balance	Collected Balance
	08/01	22.56	22.56	08/19	3,696.31	3,687.31
	08/02	1,137.56	572.56	08/20	3,696.31	3,696.31
	08/05	1,137.56	1,134.56	08/23	11,046.31	3,697.31
	08/08	511.31	511.31	08/26	5,471.31	5,327.31
	08/12	9,886.31	511.31	08/27	4,271.31	4,271.31
	08/14	9,286.31	256.31	08/28	3,971.31	3,971.31
	08/15	5,556.31	4,836.31	08/29	1,971.31	1,971.31
	08/16	3,696.31	2,971.31	08/30	2,796.58	1,471.58

SUNTRUST BANK
PO BOX 305183
NASHVILLE TN 37230-5183

Page 1 of 1
36/E00/0175/0 /56
1000087717582
09/30/2013

Account Statement

'381042934330'
MEMPHIS PROFESSIONAL GROUP IOLTA
TN BAR FOUNDATION
1433 POPLAR AVE
MEMPHIS TN 38104-2934

Questions? Please call
1-800-786-8787

HOW CAN WE HELP YOU MAKE THE RIGHT FINANCIAL CHOICES FOR TODAY AND TOMORROW?
WITH OUR VARIETY OF SOLUTIONS AND FINANCIAL GUIDANCE.
WE VALUE YOU AS A CLIENT AND WANT TO HELP YOU BANK THE WAY THAT FITS YOUR LIFE.
LEARN MORE AT SUNTRUST.COM.

Account Summary	Account Type	Account Number	Statement Period
	INTEREST ON LAWYERS TRUST ***CLOSED***	1000087717582	09/01/2013 - 09/30/2013

Description	Amount	Description	Amount
Beginning Balance	\$2,796.58	Average Balance	\$4,888.05
Deposits/Credits	\$16,449.98	Average Collected Balance	\$2,274.06
Checks	\$17,758.75	Number of Days in Statement Period	30
Withdrawals/Debits	\$1,487.81	Annual Percentage Yield Earned	15%
Ending Balance	\$0.00	Interest Paid Year to Date	\$5.81

Deposits/ Credits	Date	Amount	Serial #	DEPOSIT	Date	Amount	Serial #	DEPOSIT
	09/06	262.50			09/06	16,112.16		
	09/06	75.00	391483	DEPOSIT CORRECTION				
	09/25	.32		INTEREST PAID THIS STATEMENT THRU 09/25				
Deposits/Credits: 4				Total Items Deposited: 6				

Checks	Check Number	Amount	Date Paid	Check Number	Amount	Date Paid	Check Number	Amount	Date Paid
	1925	250.00	09/10	1929	595.00	09/11	1932	2,915.00	09/11
	*1927	2,100.00	09/05	1930	2,483.75	09/12	1933	2,500.00	09/13
	1928	4,000.00	09/06	1931	2,915.00	09/16			
Checks: 8				*Break in check sequence					

Withdrawals/ Debits	Date	Amount	Serial #	Description
	09/03	.27		PREVIOUS MONTH'S IOLTA INTEREST
	09/25	1,487.54		CLOSING DEBIT

Withdrawals/Debits: 2

Balance Activity History	Date	Balance	Collected Balance	Date	Balance	Collected Balance
	09/01	2,796.58	1,471.58	09/11	9,385.97	9,385.97
	09/03	2,796.31	2,777.31	09/12	6,902.22	6,902.22
	09/04	2,796.31	2,796.31	09/13	4,402.22	4,402.22
	09/05	696.31	696.31	09/16	1,487.22	1,487.22
	09/06	13,145.97	3,303.03	09/25	.00	.00
	09/09	13,145.97	13,141.97	09/30	.00	.00
	09/10	12,895.97	12,895.97			



Deposit Account Compliance
And Regulatory Review (DACRR)
Control Services

SunTrust Bank
Po Box 3833
Orlando, FL 32802-9955

September 25, 2013

GERALD D WAGGONER
1433 POPLAR AVE
MEMPHIS TN 38104-2934

Dear Client:

We regret to inform you that SunTrust is no longer able to provide the financial services you require. As a result, enclosed is a check for \$1.31 which represents the balance of your account.

SunTrust continuously reviews its products, markets, and client relationships to ensure that we are able to provide the best possible client service while also meeting our corporate business objectives. There are circumstances where the company will identify a specific account relationship that no longer meets this criterion. In the best interest of our clients and SunTrust, the company will request that those accounts be closed.

~~Your deposit accounts with SunTrust are governed by the *Rules and Regulations for Deposit Accounts*, a copy of which was provided to you at account opening. As stated in the *Rules and Regulations for Deposit Accounts*, "We may at any time in our discretion, refuse to open an Account, refuse any deposit, limit the amount which may be deposited, return all or any part of a deposit or close the Account without advance notice to the Depositor."~~

You will be responsible for all items, along with any associated fees, that are presented against the account after closure.

Specifically, we closed the following account:

1000032952599

Your SunTrust Check Card has been closed.

We have appreciated the opportunity to have served you up to this point and regret that we will not be in a position to continue to provide you with these banking services. The decision has been reviewed by SunTrust senior management, and it is final.

Sincerely,

Deposit Account Compliance and Regulatory Review

The Hartford
Po Box 14306
Lexington, KY, 40512-4306

EXPLANATION OF BENEFITS
GLT-675824

00

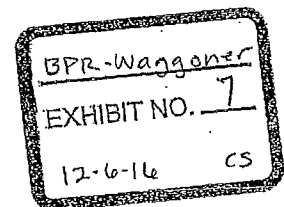
000638

Gerald Waggoner
1433 Poplar Avenue
Memphis, TN 38104

BENEFIT TYPE	TAXABLE PCT	***PAYMENT DATE*** FROM THRU	NET BENEFIT	DEDUCTIONS	ADJUSTMENTS
LTD	100	08/14/2009 01/31/2014	45505.42	NET	0.00
				OASDI	0.00
				MDCR	0.00
				FIT	0.00
				STATE	0.00
				TOTAL	0.00

Remarks:

NET PAYMENT: 45505.42



PROCESSOR: BAG

BENEFIT MGT SRVS P.O. BOX 14306 LEXINGTON KY 40512 1-800-303-9744

Form ELC-21-2

DETACH AT PERFORATION

POLICY HOLDER: Zale Delaware, Inc. And Named Subsidi
POLICY NUMBER: GLT-675824
NAME: Renee Cockrell
DATE: 01/23/2014
UNIT: 023
CHECK NO. 20844641
THE HARTFORD

MUST BE PRESENTED WITHIN 60 DAYS

PAY *FORTY-FIVE THOUSAND FIVE HUNDRED FIVE AND 42/100*****

To: The
Order of

Gerald Waggoner
1433 Poplar Avenue
Memphis, TN 38104

DOLLARS \$45505.42**

JPMorgan Chase Bank
6040 Tarbell Road
Syracuse, NY 13208

[Signature]
Authorized Signature

11 20844641 11 012313093791 010100010001

Independent Bank
Union Avenue Branch (0004)
1711 Union Ave
Memphis, TN 38104

Date : 1/28/2014

NOTICE OF DELAYED AVAILABILITY - Exception Hold Notice

Deposit Information

Account Number : (DDA) ***0755
Date of Deposit : 01/29/2014
Deposit Amount : \$45,905.42
Name : MEMPHIS LEGAL GROUP
Address : 1433 POPLAR AVE
MEMPHIS TN 38104

Check Information

Check Number : 20844641
Check Amount : \$45,505.42
Routing Number : 021309379
Description : THE HARTFORD

Teller ID : EM745
Branch Number : 0004
By Mail : No

We are delaying the availability of \$40,705.42 from this deposit.
The funds will be available on the 7th (2/7/2014) business day after the day of your deposit.

Reason for Hold : Other

WE ARE TAKING THIS ACTION BECAUSE:

Exception Hold :

- ☐ A check you deposited was previously returned unpaid.
- ☐ You have overdrawn your account repeatedly in the last six months.
- ☒ The check(s) you deposited on this day exceeded \$5,000.00.
- ☐ An emergency, such as failure of computer or communications equipment, has occurred
- ☐ We believe a check you deposited will not be paid for the following reasons:

Remarks :


Customer Signature

(If you did not receive this notice at the time of deposit and the check you deposited is paid, we will refund to you any fees for overdrafts or returned checks that result solely from the additional delay that we are imposing. To obtain a refund of such fees, call us at (901) 844 2050 or write us at our address listed above.)

Customer Copy

Independent Bank
Union Avenue Branch (0004)
1711 Union Ave
Memphis, TN 38104

Date : 1/28/2014

NOTICE OF DELAYED AVAILABILITY - Exception Hold Notice

Deposit Information

Account Number : (DDA) ***0755
Date of Deposit : 01/29/2014
Deposit Amount : \$45,905.42
Name : MEMPHIS LEGAL GROUP
Address : 1433 POPLAR AVE
MEMPHIS TN 38104

Check Information

Check Number : 20844641
Check Amount : \$45,505.42
Routing Number : 021309379
Description : THE HARTFORD

Teller ID : EM745
Branch Number : 0004
By Mail : No

We are delaying the availability of \$4,800.00 from this deposit.
The funds will be available on the 2nd (1/31/2014) business day after the day of your deposit.


Reason for Hold : Other

WE ARE TAKING THIS ACTION BECAUSE:

Exception Hold :

- ☐ A check you deposited was previously returned unpaid.
- ☐ You have overdrawn your account repeatedly in the last six months.
- ☒ The check(s) you deposited on this day exceeded \$5,000.00.
- ☐ An emergency, such as failure of computer or communications equipment, has occurred
- ☐ We believe a check you deposited will not be paid for the following reasons:

Remarks :


Customer Signature

(If you did not receive this notice at the time of deposit and the check you deposited is paid, we will refund to you any fees for overdrafts or returned checks that result solely from the additional delay that we are imposing. To obtain a refund of such fees, call us at (901) 844 2050 or write us at our address listed above)

Customer Copy

THE WAGGONER LAW FIRM

AN ASSOCIATION OF ATTORNEYS

GERALD D. WAGGONER
DANIEL INGRAM
MICAH GATES

1433 POPLAR AVENUE
MEMPHIS, TENNESSEE 38104
(901) 276-3334
FAX (901) 276-4715

****Se Habla Español****

www.memphislegal.com

February 6, 2014

SETTLEMENT SHEET: RENE COCKRELL

Total of Settlement \$45,505.42

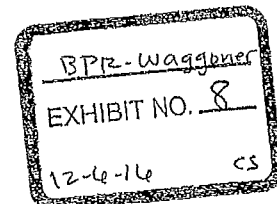
Attorney Fee @ 40% \$18,202.40

TOTAL AMOUNT DUE TO CLIENT \$27,303.42

I Rene Cockrell have received TWENTYSEVENTHOUSAND THREEHUNDREDTHREE DOLLARS AND 42/100 (\$27,303.42) from The Waggoner Law Firm, as a settlement of my Disability claim against The Hartford Insurance Company.

Signature _____ Date _____

Signature _____ Date _____



Wednesday, February 19, 2014

Via Facsimile to 901-276-4715 and Regular Mail

Mr. Gerald D. Waggoner, Attorney
The Waggoner Law Firm, P.A.
1433 Poplar Avenue
Memphis, Tennessee 38104

Re: Case Name/Description: Fee Dispute v. Gerald D. Waggoner
TBLF Matter No.: 01920-Cockrell

Dear Mr. Waggoner,

I have the pleasure of representing your client (now my client) Renee Cockrell who disputes your claim you are entitled to both the attorney's fee you were awarded by Judge Mays in her case and 40% of her back benefits paid by the Hartford.

I understand the facts of this case are as follows. Please correct me if I misunderstand anything.

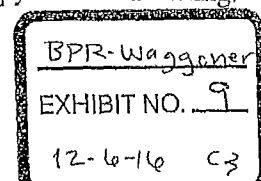
Ms. Cockrell was obtaining disability payments from Hartford until Hartford terminated her disability benefits stating she was no longer disabled under her policy provisions. On January 18, 2010, Ms. Cockrell formalized her hiring of you to represent her against Hartford "for services in connection with reinstating disability payments on appeal to Hartford [sic] Insurance Company." Ms. Cockrell signed a written "Contract to Employ Attorney," which was drafted by you and which provided for payment of contingent attorney's fees as follows:

"Client agrees to pay for said services on a contingent basis of 40% percent [sic] of all amounts recovered or collected before suit is filed; of 40% percent [sic] in the event of the filing by any party of any appeal to any court."

"Client shall remain ultimately liable for payment of Client's own account, provided that, should Attorney recover from any third party any payment for fees or expenses, Client's account shall be credited to such extent."

You filed suit on February 25, 2011. A variety of minor motions ensued and a scheduling conference occurred on July 27, 2011 and a scheduling order was entered on August 8, 2011. Discovery continued, Hartford filed an Administrative Record on August 23, 2011, and each side filed Motions for Judgment as a Matter of Law on the Administrative Record on February 1, 2012. Both parties filed a Joint Motion for an Extension of Time to File Responses on February 29, 2012 and then the Responses were filed on March 15, 2012. Hartford sought leave to and did file a Reply Brief on March 29, 2012. Six months later, on September 30, 2013, the Court granted Ms. Cockrell's Motion for Judgment and Denied Hartford's Motion for Judgment and remanded the case back to Hartford for additional review.

Ms. Cockrell encouraged you to "go after Hartford for his attorney's fee," thinking you would recover from Hartford your 40% of her recovery she would get from Hartford on the remand. On October 17, 2012, you then filed a Motion for Attorney's Fees, seeking \$23,725. You did not inform Ms. Cockrell you were filing the motion, nor did you copy her on the filing.



The motion included a detailed bill for fees. On May 15, 2013, the Court granted the motion for attorney's fees but reduced the amount awarded to \$21,225, because some of the time spent by you was in the Court's opinion unreasonable.

Ms. Cockrell does not know when you received the check for \$21,225 for your attorney's fees from Hartford.

On January 23, 2014, Hartford sent you a letter notifying you Hartford had reinstated Ms. Cockrell's benefits back to August 14, 2009 and "Under a separate cover a draft in the amount of \$45,505.42 for the benefit period of 08/14/2009 through 01/31/2014 has been mailed to your office, as requested."

Forty percent (40%) of \$45,505.42 is \$18,202.17. Rather than credit Ms. Cockrell with the \$21,225 in attorney's fees you have been paid by Hartford, you presented Ms. Cockrell with a settlement sheet indicating only that the Total Settlement was \$45,505.42, your Attorney Fee of 40% was \$18,202.40 and the Total Amount Due To Client was \$27,303.42.

Ms. Cockrell tried to explain to you that you had already recovered your attorney's fee and you should not deduct a second attorney's fee from the Settlement Check from Hartford.

The amount paid to you for your attorney's fees awarded by the Court in the amount of \$21,225 exceeds 40% of the \$45,505.42 paid by Hartford in back benefits by over \$3,000.00. The amount paid to you by Hartford pursuant to the court's order, \$21,225 plus the amount of back benefits \$45,505.42, totals \$66,730.42 and 40% of that amount is \$26,692.17. Allowing you to earn a 40% fee on Ms. Cockrell's award of \$21,225 for you attorney's fees, however, seems a bit overdone. If you are allowed to keep the \$21,225 Ms. Cockrell was awarded by the Judge Mays and keep \$18,202.40, then the total of those two amounts, \$39,427.50 would be 59% of the total recovery, which would violate Tennessee Rule of Professional Conduct 1.5, which states, "A lawyer shall not make an agreement for, charge, or collect an unreasonable fee or an unreasonable amount for expenses."

Technically, you are not allowed to collect any percentage-based attorney's fees based on your contract, because it only addresses you getting paid for amounts recovered or collected before suit is filed and nothing was recovered before the suit is filed. Therefore, you are limited to the amount awarded by Judge Mays as attorney's fees.

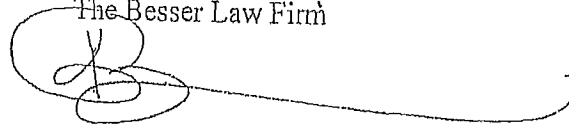
I suggest you should be satisfied with your attorney's fees awarded by the Court in the amount of \$21,225, which exceeds 40% of the \$45,505.42 by over \$3,000.00; and you should tender to Ms. Cockrell all of the \$45,505.42 amount paid by Hartford for Ms. Cockrell's back benefits.

I want to give you the opportunity to do right by Ms. Cockrell and be happy with the attorney's fee you convinced Judge Mays to award you. If you do not take my suggestion and tender to Ms. Cockrell all of the \$45,505.42, within one (1) business day of your receipt of this letter, then I will continue to represent Ms. Cockrell as she petitions a Shelby County Chancellor in a declaratory judgment action to determine how much your fee should be under your contract taking into account the fee previously awarded to you and kept by you.

I look forward to your prompt and positive reply.

Very truly yours,

The Besser Law Firm

A handwritten signature in dark ink, consisting of a large, stylized capital 'K' followed by a cursive 'B' and a long horizontal flourish extending to the right.

Kenneth R. Besser

KRB/krb

cc: Renee Cockrell

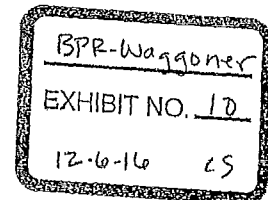


independent bank™

Member FDIC

5050 Poplar Ave. Suite 112
Memphis, TN 38157
(901) 841-BANK
(901) 844-2265
www.i-bankonline.com

MEMPHIS LEGAL GROUP
ESCROW ACCOUNT
1433 POPLAR AVE
MEMPHIS TN 38104



Statement Date: 01/31/2014 Enclosures: (5)

Account No.: 3040755 Page: 1

SMALL BUSINESS CHECKING SUMMARY

Category	Type :	REG	Status :	Active	Number	Amount
Balance Forward From 12/31/13						504.94
Deposits					6	63,681.42+
Debits					4	6,488.40
Automatic Withdrawals					1	1,000.00
Miscellaneous Debits					1	3,000.00
Ending Balance On 01/31/14						53,697.96
Average Balance (Ledger)						10,747.26+

ALL CREDIT ACTIVITY

Date	Type	Amount	Date	Type	Amount	Date	Type	Amount
01/13/14	Deposit	675.00	01/17/14	Deposit	365.00	01/29/14	Deposit	45,905.42
01/15/14	Deposit	15,350.00	01/24/14	Deposit	786.00	01/31/14	Deposit	600.00

ELECTRONIC DEBITS

Date	Description	Amount
01/27/14	INTERNET TRANSFER TO DDA 3041239	1,000.00

CHECKS AND OTHER DEBITS

* Indicates a gap in the check numbers

Date	Check #	Amount	Date	Check #	Amount	Date	Check #	Amount
01/21/14	1003	1,069.80	01/22/14	1006	1,763.93			
01/21/14	1005*	2,388.30	01/22/14	1007	1,266.37			

Date	Description	Amount
01/21/14	DEBIT MEMO	3,000.00

DAILY BALANCE SUMMARY

Beginning Ledger Balance on 12/31/13 was 504.94

Date	Balance	Date	Balance	Date	Balance
01/13/14	1,179.94	01/15/14	16,529.94	01/17/14	16,894.94

Continued

04/23/2014



independent bank™

Member FDIC

5050 Poplar Ave. Suite 112
Memphis, TN 38157
(901) 841-BANK
(901) 844-2265
www.i-bankonline.com

Statement Date: 01/31/2014 Enclosures: (5)
DAILY BALANCE SUMMARY (cont.)

Account No.: 3040755 Page: 2

Beginning Ledger Balance on 12/31/13 was 504.94

Date	Balance	Date	Balance	Date	Balance
01/21/14	10,436.84	01/24/14	8,192.54	01/29/14	53,097.96
01/22/14	7,406.54	01/27/14	7,192.54	01/31/14	53,697.96

This Statement Cycle Reflects 31 Days

AS OF 5/1/2013
RETURN DEPOSITED ITEM FEES WILL BE \$12.00



independent bank

Member FDIC

5050 Poplar Ave. Suite 112
Memphis, TN 38157
(901) 841-BANK
(901) 844-2265
www.i-bankonline.com

MEMPHIS LEGAL GROUP
ESCROW ACCOUNT
1433 POPLAR AVE
MEMPHIS TN 38104

Statement Date: 02/28/2014 Enclosures: (3)

Account No.: 3040755 Page: 1

SMALL BUSINESS CHECKING SUMMARY

Category	Type :	REG	Status :	Active	Number	Amount
Balance Forward From 01/31/14						53,697.96
Deposits					4	10,385.00+
Debits					3	1,785.50
Automatic Withdrawals					1	3,000.00
Ending Balance On 02/28/14						59,297.46
Average Balance (Ledger)						52,489.82+

ALL CREDIT ACTIVITY

Date	Type	Amount	Date	Type	Amount	Date	Type	Amount
02/10/14	Deposit	350.00	02/21/14	Deposit	5,385.00			
02/18/14	Deposit	1,100.00	02/28/14	Deposit	3,550.00			

ELECTRONIC DEBITS

Date	Description	Amount
02/05/14	INTERNET TRANSFER TO DDA 3041239	3,000.00

CHECKS AND OTHER DEBITS

* Indicates a gap in the check numbers

Date	Check #	Amount	Date	Check #	Amount	Date	Check #	Amount
02/10/14	1009	30.00	02/12/14	1011*	1,355.50	02/20/14	1012	400.00

DAILY BALANCE SUMMARY

Beginning Ledger Balance on 01/31/14 was 53,697.96

Date	Balance	Date	Balance	Date	Balance
02/05/14	50,697.96	02/18/14	50,762.46	02/28/14	59,297.46
02/10/14	51,017.96	02/20/14	50,362.46		
02/12/14	49,662.46	02/21/14	55,747.46		

Continued

04/23/2014



independent bank™

Member FDIC

5050 Poplar Ave. Suite 112
Memphis, TN 38157
(901) 841-BANK
(901) 844-2265
www.i-bankonline.com

Statement Date: 02/28/2014 Enclosures:

(3)

Account No.:

3040755 Page: 2

This Statement Cycle Reflects 28 Days

AS OF 5/1/2013
RETURN DEPOSITED ITEM FEES WILL BE \$12.00

Continued

04/2329/2



independent bank™

Member FDIC

5050 Poplar Ave. Suite 112
Memphis, TN 38157
(901) 841-BANK
(901) 844-2265
www.i-bankonline.com

MEMPHIS LEGAL GROUP
ESCROW ACCOUNT
1433 POPLAR AVE
MEMPHIS TN 38104

Statement Date: 03/31/2014 Enclosures: (8)

Account No.: 3040755 Page: 1

SMALL BUSINESS CHECKING SUMMARY

Category	Type :	REG	Status :	Active	Number	Amount
Balance Forward From 02/28/14						59,297.46
Deposits					4	34,920.56+
Debits					8	12,712.00
Automatic Withdrawals					1	2,500.00
Ending Balance On 03/31/14						79,006.02
Average Balance (Ledger)						57,432.00+

ALL CREDIT ACTIVITY

Date	Type	Amount	Date	Type	Amount	Date	Type	Amount
03/07/14	Deposit	1,500.00	03/21/14	Deposit	1,889.42			
03/14/14	Deposit	1,029.00	03/31/14	Deposit	30,502.14			

ELECTRONIC DEBITS

Date	Description	Amount
03/26/14	INTERNET TRANSFER TO DDA 3041239	2,500.00

CHECKS AND OTHER DEBITS

* Indicates a gap in the check numbers

Date	Check #	Amount	Date	Check #	Amount	Date	Check #	Amount
03/27/14	1	100.00	03/07/14	1015	100.00	03/25/14	1020*	362.50
03/05/14	1013*	3,500.00	03/14/14	1016	75.00	03/31/14	1021	5,817.00
03/06/14	1014	545.00	03/19/14	1018*	2,212.50			

DAILY BALANCE SUMMARY

Beginning Ledger Balance on 02/28/14 was 59,297.46

Date	Balance	Date	Balance	Date	Balance
03/05/14	55,797.46	03/19/14	55,393.96	03/27/14	54,320.88
03/06/14	55,252.46	03/21/14	57,283.38	03/31/14	79,006.02
03/07/14	56,652.46	03/25/14	56,920.88		
03/14/14	57,606.46	03/26/14	54,420.88		

Continued

04/23/25/1



independent bank™

Member FDIC

5050 Poplar Ave. Suite 112
Memphis, TN 38157
(901) 841-BANK
(901) 844-2265
www.i-bankonline.com

Statement Date: 03/31/2014 Enclosures: (8)

Account No.: 3040755 Page: 2

This Statement Cycle Reflects 31 Days

AS OF 5/1/2013
RETURN DEPOSITED ITEM FEES WILL BE \$12.00



independent bank™

Member FDIC

5050 Poplar Ave. Suite 112
Memphis, TN 38157
(901) 841-BANK
(901) 844-2265
www.i-bankonline.com

MEMPHIS LEGAL GROUP
ESCROW ACCOUNT
1433 POPLAR AVE
MEMPHIS TN 38104

Statement Date: 04/30/2014 Enclosures: (12)

Account No.: 3040755 Page: 1

SMALL BUSINESS CHECKING SUMMARY

Category	Number	Type: REG Status: Active	Amount
Balance Forward From 03/31/14			79,006.02
Deposits	4		20,928.42+
Debits	11		28,459.19
Automatic Withdrawals	1		2,000.00
Miscellaneous Debits	1		45,000.00
Ending Balance On 04/30/14			24,475.25
 Average Balance (Ledger)			 61,479.38+

ALL CREDIT ACTIVITY

Date	Type	Amount	Date	Type	Amount	Date	Type	Amount
04/04/14	Deposit	1,306.28	04/18/14	Deposit	940.00			
04/11/14	Deposit	1,865.00	04/25/14	Deposit	16,817.14			

ELECTRONIC DEBITS

Date	Description	Amount
04/28/14	INTERNET TRANSFER TO DDA 3041239	2,000.00

CHECKS AND OTHER DEBITS

* Indicates a gap in the check numbers

Date	Check #	Amount	Date	Check #	Amount	Date	Check #	Amount
04/29/14	1019	465.00	04/18/14	1025	465.00	04/22/14	1029	939.50
04/07/14	1022*	3,000.00	04/11/14	1026	2,301.00	04/18/14	1030	3,000.00
04/14/14	1023	170.15	04/14/14	1027	2,742.42	04/25/14	1031	5,166.52
04/09/14	1024	3,040.75	04/15/14	1028	7,168.85			

Date	Description	Amount
04/25/14	DEBIT MEMO	45,000.00

Continued

04/2348/1



independent bank™

Member FDIC

5050 Poplar Ave. Suite 112
Memphis, TN 38157
(901) 841-BANK
(901) 844-2265
www.i-bankonline.com

Statement Date: 04/30/2014 Enclosures: (12)

Account No.: 3040755 Page: 2

DAILY BALANCE SUMMARY

Beginning Ledger Balance on 03/31/14 was 79,006.02

Date	Balance	Date	Balance	Date	Balance
04/04/14	80,312.30	04/14/14	70,922.98	04/22/14	60,289.63
04/07/14	77,312.30	04/15/14	63,754.13	04/25/14	26,940.25
04/09/14	74,271.55	04/16/14	63,289.13	04/28/14	24,940.25
04/11/14	73,835.55	04/18/14	61,229.13	04/29/14	24,475.25

This Statement Cycle Reflects 30 Days

PROTECT YOUR ACCOUNT INFORMATION
REGISTER FOR ONLINE STATEMENTS
WWW.I-BANKONLINE.COM

Continued

04/2346/2



independent bank™

Member FDIC

5050 Poplar Ave. Suite 112
Memphis, TN 38157
(901) 841-BANK
(901) 844-2265
www.i-bankonline.com

MEMPHIS LEGAL GROUP
ESCROW ACCOUNT
1433 POPLAR AVE
MEMPHIS TN 38104

Statement Date: 05/30/2014 Enclosures: (6)

Account No.: 3040755 Page: 1

SMALL BUSINESS CHECKING SUMMARY

Category	Type :	REG	Status :	Active	Number	Amount
Balance Forward From 04/30/14						24,475.25
Deposits					5	9,765.00+
Debits					6	8,648.69
Automatic Withdrawals					2	5,000.00
Ending Balance On 05/30/14						20,591.56
Average Balance (Ledger)						21,424.13+

ALL CREDIT ACTIVITY

Date	Type	Amount	Date	Type	Amount	Date	Type	Amount
05/05/14	Deposit	625.00	05/16/14	Deposit	1,890.00	05/30/14	Deposit	2,680.00
05/09/14	Deposit	2,020.00	05/23/14	Deposit	2,550.00			

ELECTRONIC DEBITS

Date	Description	Amount
05/13/14	INTERNET TRANSFER TO DDA 3041239	2,500.00
05/15/14	INTERNET TRANSFER TO DDA 3041239	2,500.00

CHECKS AND OTHER DEBITS

* Indicates a gap in the check numbers

Date	Check #	Amount	Date	Check #	Amount	Date	Check #	Amount
05/07/14	1032	3,000.00	05/09/14	1034	50.00	05/19/14	1036	2,501.07
05/12/14	1033	150.00	05/15/14	1035	75.00	05/27/14	1040*	2,872.62

DAILY BALANCE SUMMARY

Beginning Ledger Balance on 04/30/14 was 24,475.25

Date	Balance	Date	Balance	Date	Balance
05/05/14	25,100.25	05/13/14	21,420.25	05/23/14	20,784.18
05/07/14	22,100.25	05/15/14	18,845.25	05/27/14	17,911.56
05/09/14	24,070.25	05/16/14	20,735.25	05/30/14	20,591.56
05/12/14	23,920.25	05/19/14	18,234.18		

Continued

04/2372/1



independent bank™

Member FDIC

5050 Poplar Ave. Suite 112
Memphis, TN 38157
(901) 841-BANK
(901) 844-2265
www.i-bankonline.com

Statement Date: 05/30/2014 Enclosures: (6) Account No.: 3040755 Page: 2

This Statement Cycle Reflects 30 Days

PROTECT YOUR ACCOUNT INFORMATION
REGISTER FOR ONLINE STATEMENTS
WWW.I-BANKONLINE.COM

Continued

04/2372/2



independent banksm

Member FDIC

5050 Poplar Ave. Suite 112
Memphis, TN 38157
(901) 841-BANK
(901) 844-2265
www.i-bankonline.com

MEMPHIS LEGAL GROUP
ESCROW ACCOUNT
1433 POPLAR AVE
MEMPHIS TN 38104

Statement Date: 06/30/2014 Enclosures:

(8)

Account No.:

3040755 Page: 1

SMALL BUSINESS CHECKING SUMMARY

Category	Number	Amount
Balance Forward From 05/30/14		20,591.56
Deposits	3	2,431.33+
Debits	8	4,315.34
Automatic Withdrawals	3	7,800.00
Ending Balance On 06/30/14		10,907.55
Average Balance (Ledger)	15,272.15+	

ALL CREDIT ACTIVITY

Date	Type	Amount	Date	Type	Amount	Date	Type	Amount
06/06/14	Deposit	1,530.26	06/13/14	Deposit	464.00	06/27/14	Deposit	437.07

ELECTRONIC DEBITS

Date	Description	Amount
06/03/14	INTERNET TRANSFER TO DDA 3041239	2,800.00
06/09/14	INTERNET TRANSFER TO DDA 3041239	3,000.00
06/27/14	INTERNET TRANSFER TO DDA 3041239	2,000.00

CHECKS AND OTHER DEBITS

* Indicates a gap in the check numbers

Date	Check #	Amount	Date	Check #	Amount	Date	Check #	Amount
06/18/14	1037	335.00	06/06/14	1041*	50.00	06/26/14	1046*	612.50
06/18/14	1038	88.70	06/03/14	1042	100.00	06/17/14	1047	2,647.50
06/23/14	1039	75.00	06/05/14	1043	406.64			

DAILY BALANCE SUMMARY

Beginning Ledger Balance on 05/30/14 was 20,591.56

Date	Balance	Date	Balance	Date	Balance
06/03/14	17,691.56	06/13/14	16,229.18	06/26/14	12,470.48
06/05/14	17,284.92	06/17/14	13,581.68	06/27/14	10,907.55
06/06/14	18,765.18	06/18/14	13,157.98		
06/09/14	15,765.18	06/23/14	13,082.98		

Continued

04/1114/1



independent bank™

Member FDIC

5050 Poplar Ave. Suite 112
Memphis, TN 38157
(901) 841-BANK
(901) 844-2265
www.i-bankonline.com

Statement Date: 06/30/2014 Enclosures: (8)

Account No.: 3040755 Page: 2

This Statement Cycle Reflects 31 Days

PROTECT YOUR ACCOUNT INFORMATION
REGISTER FOR ONLINE STATEMENTS
WWW.I-BANKONLINE.COM



independent banksm

Member FDIC

5050 Poplar Ave. Suite 112
Memphis, TN 38157
(901) 841-BANK
(901) 844-2265
www.i-bankonline.com

MEMPHIS LEGAL GROUP
ESCROW ACCOUNT
1433 POPLAR AVE
MEMPHIS TN 38104

Statement Date: 07/31/2014 Enclosures: (5)

Account No.: 3040755 Page: 1

SMALL BUSINESS CHECKING SUMMARY

Category	Number	Type :	REG	Status :	Active	Amount
Balance Forward From 06/30/14						10,907.55
Deposits	2					45,727.11 +
Debits	4					4,126.73
Automatic Withdrawals	1					2,300.00
Miscellaneous Debits	1					10,907.55
Ending Balance On 07/31/14						39,300.38
Average Balance (Ledger)						41,067.30 +

ALL CREDIT ACTIVITY

Date	Type	Amount	Date	Type	Amount	Date	Type	Amount
07/03/14	Deposit	45,262.11	07/21/14	Deposit	465.00			

ELECTRONIC DEBITS

Date	Description	Amount
07/30/14	INTERNET TRANSFER TO DDA 3041239	2,300.00

CHECKS AND OTHER DEBITS

* Indicates a gap in the check numbers

Date	Check #	Amount	Date	Check #	Amount	Date	Check #	Amount
07/14/14	1052	2,139.63	07/14/14	1054	875.00			
07/17/14	1053	412.10	07/30/14	1056*	700.00			

Date	Description	Amount
07/03/14	DEBIT MEMO	10,907.55

DAILY BALANCE SUMMARY

Beginning Ledger Balance on 06/30/14 was 10,907.55

Date	Balance	Date	Balance	Date	Balance
07/03/14	45,262.11	07/17/14	41,835.38	07/30/14	39,300.38
07/14/14	42,247.48	07/21/14	42,300.38		

Continued

04/1094/1



independent bank™

Member FDIC

5050 Poplar Ave. Suite 112
Memphis, TN 38157
(901) 841-BANK
(901) 844-2265
www.i-bankonline.com

Statement Date: 07/31/2014 Enclosures:

(5)

Account No.:

3040755 Page: 2

This Statement Cycle Reflects 31 Days

PROTECT YOUR ACCOUNT INFORMATION
REGISTER FOR ONLINE STATEMENTS
WWW.I-BANKONLINE.COM

Continued

04/1094/2



independent bank™

Member FDIC

5050 Poplar Ave. Suite 112
Memphis, TN 38157
(901) 841-BANK
(901) 844-2265
www.i-bankonline.com

MEMPHIS LEGAL GROUP
ESCROW ACCOUNT
1433 POPLAR AVE
MEMPHIS TN 38104

Statement Date: 08/29/2014 Enclosures: (0)

Account No.: 3040755 Page: 1

SMALL BUSINESS CHECKING SUMMARY

Category	Type :	REG	Status :	Active	Number	Amount
Balance Forward From 07/31/14						39,300.38
Debits						0.00
Ending Balance On 08/29/14						39,300.38
Average Balance (Ledger)						39,300.38+

DAILY BALANCE SUMMARY

Beginning Ledger Balance on 07/31/14 was 39,300.38

Date	Balance	Date	Balance	Date	Balance
08/29/14	39,300.38				

This Statement Cycle Reflects 29 Days

PROTECT YOUR ACCOUNT INFORMATION
REGISTER FOR ONLINE STATEMENTS
WWW.I-BANKONLINE.COM

End Statemen

04/1070/1E



independent bank

Member FDIC

5050 Poplar Ave. Suite 112
Memphis, TN 38157
(901) 841-BANK
(901) 844-2265
www.i-bankonline.com

MEMPHIS LEGAL GROUP
ESCROW ACCOUNT
1433 POPLAR AVE
MEMPHIS TN 38104

Statement Date: 09/30/2014 Enclosures:

(6)

Account No.:

3040755 Page: 1

MOBILE DEPOSIT SUMMARY

Category	Type : REG	Status : Active	Number	Amount
Balance Forward From 08/29/14				39,300.38
Debits			5	17,230.33
Miscellaneous Debits			1	40.00
Ending Balance On 09/30/14				22,030.05
Average Balance (Ledger)			28,506.42+	

CHECKS AND OTHER DEBITS

* Indicates a gap in the check numbers

Date	Check #	Amount	Date	Check #	Amount	Date	Check #	Amount
09/11/14	1057	1,933.90	09/11/14	1059	1,966.09	09/11/14	1061	2,209.30
09/11/14	1058	2,382.07	09/11/14	1060	8,738.97			

Date	Description	Amount
09/11/14	DEBIT MEMO	40.00

DAILY BALANCE SUMMARY

Beginning Ledger Balance on 08/29/14 was 39,300.38

Date	Balance	Date	Balance	Date	Balance
09/11/14	22,030.05				

This Statement Cycle Reflects 32 Days

PROTECT YOUR ACCOUNT INFORMATION
REGISTER FOR ONLINE STATEMENTS
WWW.I-BANKONLINE.COM

Continued

04/1073/1



independent banksm

Member FDIC

5050 Poplar Ave. Suite 112
Memphis, TN 38157
(901) 841-BANK
(901) 844-2265
www.i-bankonline.com

MEMPHIS LEGAL GROUP
ESCROW ACCOUNT
1433 POPLAR AVE
MEMPHIS TN 38104-2934

Statement Date: 10/31/2014 Enclosures: (0)

Account No.: 3040755 Page: 1

MOBILE DEPOSIT SUMMARY

Category	Type :	REG	Status :	Active	Number	Amount
Balance Forward From 09/30/14						22,030.05
Debits						0.00
Ending Balance On 10/31/14						22,030.05

Average Balance (Ledger) 22,030.05+

DAILY BALANCE SUMMARY

Beginning Ledger Balance on 09/30/14 was 22,030.05

Date	Balance	Date	Balance	Date	Balance
10/31/14	22,030.05				

This Statement Cycle Reflects 31 Days

PROTECT YOUR ACCOUNT INFORMATION
REGISTER FOR ONLINE STATEMENTS
WWW.I-BANKONLINE.COM



independent bank™

Member FDIC

5050 Poplar Ave. Suite 112
Memphis, TN 38157
(901) 841-BANK
(901) 844-2265
www.i-bankonline.com

MEMPHIS LEGAL GROUP
ESCROW ACCOUNT
1433 POPLAR AVE
MEMPHIS TN 38104-2934

Statement Date: 11/28/2014 Enclosures: (0)

Account No.: 3040755 Page: 1

MOBILE DEPOSIT SUMMARY

Category	Type :	REG	Status :	Active	Number	Amount
Balance Forward From 10/31/14						22,030.05
Debits						0.00
Ending Balance On 11/28/14						22,030.05

Average Balance (Ledger)

22,030.05+

DAILY BALANCE SUMMARY

Beginning Ledger Balance on 10/31/14 was 22,030.05

Date	Balance	Date	Balance	Date	Balance
11/28/14	22,030.05				

This Statement Cycle Reflects 28 Days

PROTECT YOUR ACCOUNT INFORMATION
REGISTER FOR ONLINE STATEMENTS
WWW.I-BANKONLINE.COM



independent bank™

Member FDIC

5050 Poplar Ave. Suite 112
Memphis, TN 38157
(901) 841-BANK
(901) 844-2265
www.i-bankonline.com

MEMPHIS LEGAL GROUP
ESCROW ACCOUNT
1433 POPLAR AVE
MEMPHIS TN 38104-2934

Statement Date: 12/31/2014 Enclosures: (0)

Account No.: 3040755 Page: 1

MOBILE DEPOSIT SUMMARY

Type: REG Status: Active

Category	Number	Amount
Balance Forward From 11/28/14		22,030.05
Debits		0.00
Ending Balance On 12/31/14		22,030.05

Average Balance (Ledger)

22,030.05+

DAILY BALANCE SUMMARY

Beginning Ledger Balance on 11/28/14 was 22,030.05

Date	Balance	Date	Balance	Date	Balance
12/31/14	22,030.05				

This Statement Cycle Reflects 33 Days

PROTECT YOUR ACCOUNT INFORMATION
REGISTER FOR ONLINE STATEMENTS
WWW.I-BANKONLINE.COM

End Statement

04/1029/1E



independent bank[™]

Member FDIC

5050 Poplar Ave. Suite 112
Memphis, TN 38157
(901) 841-BANK
(901) 844-2265
www.i-bankonline.com

MEMPHIS LEGAL GROUP
ESCROW ACCOUNT
1433 POPLAR AVE
MEMPHIS TN 38104-2934

Statement Date: 01/30/2015 Enclosures: (0)

Account No.: 3040755 Page: 1

MOBILE DEPOSIT SUMMARY

Category	Type :	REG	Status :	Active	Number	Amount
Balance Forward From 12/31/14						22,030.05
Debits						0.00
Ending Balance On 01/30/15						22,030.05

Average Balance (Ledger) 22,030.05+

DAILY BALANCE SUMMARY

Beginning Ledger Balance on 12/31/14 was 22,030.05

Date	Balance	Date	Balance	Date	Balance
01/30/15	22,030.05				

This Statement Cycle Reflects 30 Days

EFFECTIVE 4/1/15, NON-SUFFICIENT FUNDS CHARGES WILL
BE \$36 PER CHECK. STATEMENT RESEARCH FEES WILL BE
\$25 PER HOUR AND \$2 PER ITEM



independent bank™

Member FDIC

5050 Poplar Ave. Suite 112
Memphis, TN 38157
(901) 841-BANK
(901) 844-2265
www.i-bankonline.com

MEMPHIS LEGAL GROUP
ESCROW ACCOUNT
1433 POPLAR AVE
MEMPHIS TN 38104-2934

Statement Date: 02/27/2015 Enclosures:

(0)

Account No.: 3040755 Page: 1

MOBILE DEPOSIT SUMMARY

Category	Type :	REG	Status :	Active	Number	Amount
Balance Forward From 01/30/15						22,030.05
Debits						0.00
Ending Balance On 02/27/15						22,030.05

Average Balance (Ledger)

22,030.05+

DAILY BALANCE SUMMARY

Beginning Ledger Balance on 01/30/15 was 22,030.05

Date	Balance	Date	Balance	Date	Balance
02/27/15	22,030.05				

This Statement Cycle Reflects 28 Days

EFFECTIVE 4/1/15, NON-SUFFICIENT FUNDS CHARGES WILL
BE \$36 PER CHECK. STATEMENT RESEARCH FEES WILL BE
\$25 PER HOUR AND \$2 PER ITEM



independent bank™

Member FDIC

5050 Poplar Ave. Suite 112
Memphis, TN 38157
(901) 841-BANK
(901) 844-2265
www.i-bankonline.com

MEMPHIS LEGAL GROUP
ESCROW ACCOUNT
6914 LOCKE ROAD
MILLINGTON TN 38053

Statement Date: 03/31/2015 Enclosures:

(0)

Account No.:

3040755 Page: 1

SMALL BUSINESS CHECKING SUMMARY

Category	Type :	REG	Status :	Dormant	Number	Amount
Balance Forward From 02/27/15						22,030.05
Debits						0.00
Ending Balance On 03/31/15						22,030.05
Average Balance (Ledger)						22,030.05 +

DAILY BALANCE SUMMARY

Beginning Ledger Balance on 02/27/15 was 22,030.05

Date	Balance	Date	Balance	Date	Balance
03/31/15	22,030.05				

This Statement Cycle Reflects 32 Days

EFFECTIVE 4/1/15, NON-SUFFICIENT FUNDS CHARGES WILL
BE \$36 PER CHECK. STATEMENT RESEARCH FEES WILL BE
\$25 PER HOUR AND \$2 PER ITEM



independent bank™

Member FDIC

5050 Poplar Ave. Suite 112
Memphis, TN 38157
(901) 841-BANK
(901) 844-2265
www.i-bankonline.com

MEMPHIS LEGAL GROUP
ESCROW ACCOUNT
6914 LOCKE ROAD
MILLINGTON TN 38053

Statement Date: 04/30/2015 Enclosures: (0)

Account No.: 3040755 Page: 1

SMALL BUSINESS CHECKING SUMMARY

Category	Type :	REG	Status :	Active	Number	Amount
Balance Forward From 03/31/15						22,030.05
Debits						0.00
Automatic Withdrawals					1	2,000.00
Automatic Deposits					1	7,320.00+
Ending Balance On 04/30/15						27,350.05
Average Balance (Ledger)					21,140.71+	

ALL CREDIT ACTIVITY

Date	Description	Amount
04/30/15	INTERNET TRANSFER FROM DDA 3036871	7,320.00

ELECTRONIC DEBITS

Date	Description	Amount
04/14/15	INTERNET TRANSFER TO DDA 3041239	2,000.00

DAILY BALANCE SUMMARY

Beginning Ledger Balance on 03/31/15 was 22,030.05

Date	Balance	Date	Balance	Date	Balance
04/14/15	20,030.05	04/30/15	27,350.05		

This Statement Cycle Reflects 30 Days

EFFECTIVE 4/1/15, NON-SUFFICIENT FUNDS CHARGES WILL
BE \$36 PER CHECK. STATEMENT RESEARCH FEES WILL BE
\$25 PER HOUR AND \$2 PER ITEM

End Statement

04/973/1E



independent bank™

Member FDIC

5050 Poplar Ave. Suite 112
Memphis, TN 38157
(901) 841-BANK
(901) 844-2265
www.i-bankonline.com

MEMPHIS LEGAL GROUP
ESCROW ACCOUNT
6914 LOCKE ROAD
MILLINGTON TN 38053

Statement Date: 05/29/2015 Enclosures: (0)

Account No.: 3040755 Page: 1

SMALL BUSINESS CHECKING SUMMARY

Type: REG Status: Active

Category	Number	Amount
Balance Forward From 04/30/15		27,350.05
Debits		0.00
Ending Balance On 05/29/15		27,350.05

Average Balance (Ledger) 27,350.05+

DAILY BALANCE SUMMARY

Beginning Ledger Balance on 04/30/15 was 27,350.05

Date	Balance	Date	Balance	Date	Balance
05/29/15	27,350.05				

This Statement Cycle Reflects 29 Days

EFFECTIVE 4/1/15, NON-SUFFICIENT FUNDS CHARGES WILL
BE \$36 PER CHECK. STATEMENT RESEARCH FEES WILL BE
\$25 PER HOUR AND \$2 PER ITEM

End Statement

04/964/1E



independent bank

Member FDIC

5050 Poplar Ave. Suite 112
Memphis, TN 38157
(901) 841-BANK
(901) 844-2265
www.i-bankonline.com

MEMPHIS LEGAL GROUP
ESCROW ACCOUNT
6914 LOCKE ROAD
MILLINGTON TN 38053

Statement Date: 06/30/2015 Enclosures:

(0)

Account No.:

3040755 Page: 1

SMALL BUSINESS CHECKING SUMMARY

Category	Type :	REG	Status :	Active	Number	Amount
Balance Forward From 05/29/15						27,350.05
Debits						0.00
Ending Balance On 06/30/15						27,350.05
Average Balance (Ledger)					27,350.05+	

DAILY BALANCE SUMMARY

Beginning Ledger Balance on 05/29/15 was 27,350.05

Date	Balance	Date	Balance	Date	Balance
06/30/15	27,350.05				

This Statement Cycle Reflects 32 Days

EFFECTIVE 4/1/15, NON-SUFFICIENT FUNDS CHARGES WILL
BE \$36 PER CHECK. STATEMENT RESEARCH FEES WILL BE
\$25 PER HOUR AND \$2 PER ITEM

End Statement

04/958/1E

THE WAGGONER LAW FIRM
AN ASSOCIATION OF ATTORNEYS

GERALD D. WAGGONER
BRIAN W. LYNN
MICAH GATES
DANIEL INGRAM

1433 POPLAR AVENUE
MEMPHIS, TENNESSEE 38104
OFFICE (901) 276-3334
FAX (901) 276-4715

**Se Habla Español

www.memphislegal.com

May 5, 2015

Mr. Kevin Balkwill
Board of Professional Responsibility
10 Cadillac Drive, Suite 220
Brentwood, TN 37027

RE: File No. 40727c-9-KB
Kenneth Besser/Peggy Cockrell

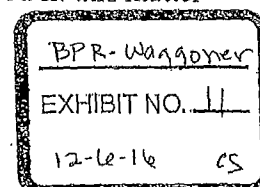
Dear Mr. Balkwill:

I am in receipt of your April 21, 2015 letter and would like this letter to serve as my response

1. DISCUSSION OF STATUTORY ATTORNEY FEES WITH Ms. COCKRELL

In Mr. Besser's initial letter of representation to me, he stated "Ms. Cockrell encouraged you to 'go after Hartford for his attorney's fee'...." *Besser Letter, Feb 19, 2014, p. 1*. Obviously, I had to discuss the matter of filing for attorney fees with Ms. Cockrell in order for Ms. Cockrell to encourage me to go after Hartford for the statutory attorney fees. I have never spoke to Mr. Besser concerning Ms. Cockrell's attorney fees before his February 19, 2014 letter of representation. Therefore, Mr. Besser could only get his information about Ms. Cockrell's and my discussion of the statutory attorney fees through Ms. Cockrell. So, on the early onset, Ms. Cockrell acknowledges that I discussed the statutory attorney fees with her.

Somehow Ms. Cockrell believes her position is improved by changing her story and to state I never discussed the statutory attorney fees with her. Today, Ms. Cockrell even swears I never told her about the statutory attorney fees. In Ms. Cockrell's highly questionable affidavit dated April 28, 2014, Ms. Cockrell's perjured testimony is "I never encouraged Mr. Waggoner to file for additional attorney's fees and was never informed of his intention to do so...." *Cockrell Affidavit, April 28, 2014, p. 3, paragraph 31*. I have no idea why anyone involved in this matter gives Ms. Cockrell's words any value whatsoever.



I still recall the conversation Ms. Cockrell and I had concerning the statutory attorney fees. After researching the statutory fees, I discovered the U.S. Supreme Court changed the law concerning awarding statutory fees. The new ruling is a party need not be a prevailing party but the party should obtain some degree of success in order to request an attorney fee. We were not the prevailing party in Ms. Cockrell's case, but instead the Judge ruled that matter be remanded back to the Hartford Insurance Company as their decision to decline coverage was arbitrarily and capricious in their interpretation of Ms. Cockrell's treating physician.

When speaking to Ms. Cockrell, I attempted to educate her concerning requesting discretionary attorney fees and our burden of proving to the Judge that we made some degree of success. I'm not sure if Ms. Cockrell understood my explanation of the law as she let out numerous expletives approving the Firm pursuing attorney fees. While I don't recall all of the colorful language Ms. Cockrell employed, the phrase "you go after those god damn son of bitches for your attorney fees" is permanently etched in my memory.

II. A SETTLEMENT STATEMENT WAS PROVIDED TO Ms. COCKRELL

Between the time the Hartford check was deposited but had not cleared the Bank, we prepared and presented Ms. Cockrell the settlement statement to sign and return to us. The statement was simple and indicated that of the \$45,505.42 given by Hartford, Ms. Cockrell would receive \$27,303.25 and the Firm would receive the rest.

Ms. Cockrell left our office with the settlement sheet to review. She later called and inquired that if she signed the settlement statement and received her funds, could she still make a claim for the Firm's attorney fees. We naturally told Ms. Cockrell it doesn't work that way. That was the last time I have seen the original settlement statement that was given to Ms. Cockrell to review.

Mr. Besser stated "... you presented Ms. Cockrell with a settlement sheet indicating only that the Total Settlement was \$45,505.42, your Attorney Fee of 40% was \$18,202.40, and the Total Amount Due To Client was \$27,303.42." *Besser letter, Feb 19, 2014, p.2*. So it appears that after I gave Ms. Cockrell the settlement statement she turned the document over for Mr. Besser to study.

III. FUNDS FROM HARTFORD INSURANCE BACK PAY IN ESCROW

For approximately two months Ms. Cockrell was giving my office manager living hell about paying us an attorney fee on her case – even before Hartford even agreed to the reinstatement. She chewed up my office manager's valuable time boo-hooing and crying about paying the law firm anything whatsoever.

According to my records, a check from Hartford was written to me on January 23, 2014. I duly endorsed the check to be deposited. The check was the back pay that Hartford owed Ms. Cockrell on her disability case.

On January 28, 2014, the Firm deposited Ms. Cockrell's check into the Firm's escrow account. I informed Ms. Cockrell that the Bank specifically stated to me that they are requiring ten days for the funds to be available (see exhibit 2). At this point Ms. Cockrell called numerous times demanding that we give her all of the money from Hartford. On February 7, 2014 the Hartford check had cleared the Bank and the funds were available.

Today, the \$27,303.25 funds are still available to Ms. Cockrell in the original account the funds were duly deposited on January 2014 (see exhibit 2). However, my employment contract clearly states I receive "40% of all amounts recovered or collected." Further, my employment contract specifically states "Client agrees that the attorney may withhold from any funds received for or from Client or on Client's behalf any sums due and owing to Attorney for any work performed or expenses advanced for Client on any matter whatsoever, and Client herewith assigns unto Attorney a lien upon any monies, chattels or other things of value should same come into Client's or Attorney's hands as a result of or in connection with this or any other case" (see exhibit 3)

In essence, I have a lien on the \$27,303.25 due Ms. Cockrell for 40% of the past payments plus 40% of the future payments. Since Ms. Cockrell and Mr. Besser did not see fit to protect my 40% interest in the last sixteen \$849.51 payments, my past due lien has presently grown to \$5,436.86.

According to my calculations, Hartford Insurance will cease disability payments to Ms. Cockrell when she turns sixty-five in 2027 after paying one hundred and fifty \$849.51 monthly payments. If Ms. Cockrell adheres to the contract, Ms. Cockrell would pay the Firm \$50,970.60 in future payments. Considering Ms. Cockrell and Mr. Besser have declined to escrow the Firm's 40% of the proceeds to protect my interests, I have no choice but place a lien on the escrowed \$27,303.25 which only partially secures the total attorney fee of \$56,407.46 that I should be paid for the life of the disability policy. Naturally, I am not opposed to a buyout of my future interests.

I look forward to hearing from you.

Sincerely,

Gerald D. Waggoner

THE WAGGONER LAW FIRM
AN ASSOCIATION OF ATTORNEYS

GERALD D. WAGGONER
BRIAN W. LYNN
MICAH GATES
DANIEL INGRAM

1433 POPLAR AVENUE
MEMPHIS, TENNESSEE 38104
OFFICE (901) 276-3334
FAX (901) 276-4715
www.memphislegal.com

**Se Habla Español

RECEIVED

OCT 07 2015

BOARD OF PROFESSIONAL
RESPONSIBILITY

October 6, 2015

Mr. Kevin Balkwill
Board of Professional Responsibility
10 Cadillac Drive, Suite 220
Brentwood, TN 37027

RE: File No. 40727c-9-KB
Kenneth Besser/Peggy Cockrell

Dear Mr. Balkwill:

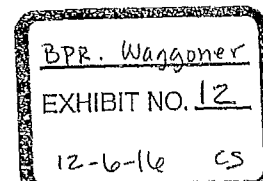
I am in receipt of your letter dated October 1, 2015 letter. I am a bit surprised because I have already given you my complete responses by fax on May 4, 2015 and by regular mail on May 5, 2015 to these inquiries.

For your benefit, I will both reprint my May 2015 responses and attach the May 4, 2015 fax (received) as an exhibit.

1. DISCUSSION OF STATUTORY ATTORNEY FEES WITH Ms. COCKRELL

In Mr. Besser's initial letter of representation to me, he stated "Ms. Cockrell encouraged you to 'go after Hartford for his attorney's fee'..." *Besser Letter, Feb 19, 2014, p. 1*. Obviously, I had to discuss the matter of filing for attorney fees with Ms. Cockrell in order for Ms. Cockrell to encourage me to go after Hartford for the statutory attorney fees. I have never spoke to Mr. Besser concerning Ms. Cockrell's attorney fees before his February 19, 2014 letter of representation. Therefore, Mr. Besser could only get his information about Ms. Cockrell's and my discussion of the statutory attorney fees through Ms. Cockrell. So, on the early onset, Ms. Cockrell acknowledges that I discussed the statutory attorney fees with her.

Somehow Ms. Cockrell believes her position is improved by changing her story and to state I never discussed the statutory attorney fees with her. Today, Ms. Cockrell even swears I never told her about the statutory attorney fees. In Ms. Cockrell's highly questionable affidavit dated



April 28, 2014, Ms. Cockrell's perjured testimony is "I never encouraged Mr. Waggoner to file for additional attorney's fees and was never informed of his intention to do so...." *Cockrell Affidavit, April 28, 2014, p. 3, paragraph 31*. I have no idea why anyone involved in this matter gives Ms. Cockrell's words any value whatsoever.

I still recall the conversation Ms. Cockrell and I had concerning the statutory attorney fees. After researching the statutory fees, I discovered the U.S. Supreme Court changed the law concerning awarding statutory fees. The new ruling is a party need not be a prevailing party but the party should obtain some degree of success in order to request an attorney fee. We were not the prevailing party in Ms. Cockrell's case, but instead the Judge ruled that matter be remanded back to the Hartford Insurance Company as their decision to decline coverage was arbitrarily and capricious in their interpretation of Ms. Cockrell's treating physician.

When speaking to Ms. Cockrell, I attempted to educate her concerning requesting discretionary attorney fees and our burden of proving to the Judge that we made some degree of success. I'm not sure if Ms. Cockrell understood my explanation of the law as she let out numerous expletives approving the Firm pursuing attorney fees. While I don't recall all of the colorful language Ms. Cockrell employed, the phrase "you go after those god damn son of bitches for your attorney fees" is permanently etched in my memory.

Amendment to May 5, 2015 response.

You also asked if I provided Ms. Cockrell any notice to any hearings on the Motion for Attorney Fees. There was no motion argued before the Court but instead Judge Mays ruled on the pleadings.

I did tell Ms. Cockrell that I was successful on my Motion for Attorney Fees, but we never discussed the amount of the award. At that point Judge Mays required Hartford Insurance and Ms. Cockrell to start the entire process all over again. Ms. Cockrell's focus was to submit new medical records and try to win back her disability payments. My attorney fees *only* became an issue to Ms. Cockrell about fifteen months later when she realized I was winning her reinstatement pay and she was plotting for a way out of not paying me.

III. FUNDS FROM HARTFORD INSURANCE BACK PAY IN ESCROW

For approximately two months Ms. Cockrell was giving my office manager living hell about paying us an attorney fee on her case -- even before Hartford even agreed to the reinstatement. She chewed up my office manager's valuable time boohooing and crying about paying the law firm anything whatsoever.

According to my records, a check from Hartford was written to me on January 23, 2014. I duly endorsed the check to be deposited. The check was the back pay that Hartford owed Ms. Cockrell on her disability case.

On January 28, 2014, the Firm deposited Ms. Cockrell's check into the Firm's escrow account. I informed Ms. Cockrell that the Bank specifically stated to me that they are requiring ten days for

the funds to be available (see exhibit 2). At this point Ms. Cockrell called numerous times demanding that we give her all of the money from Hartford. On February 7, 2014 the Hartford check had cleared the Bank and the funds were available.

Today, the \$27,303.25 funds are still available to Ms. Cockrell in the original account the funds were duly deposited on January 2014 (see exhibit 2). However, my employment contract clearly states I receive "40% of all amounts recovered or collected." Further, my employment contract specifically states "Client agrees that the attorney may withhold from any funds received for or from Client or on Client's behalf any sums due and owing to Attorney for any work performed or expenses advanced for Client on any matter whatsoever, and Client herewith assigns unto Attorney a lien upon any monies, chattels or other things of value should same come into Client's or Attorney's hands as a result of or in connection with this or any other case" (see exhibit 3)

In essence, I have a lien on the \$27,303.25 due Ms. Cockrell for 40% of the past payments plus 40% of the future payments. Since Ms. Cockrell and Mr. Besser did not see fit to protect my 40% interest in the last sixteen \$849.51 payments, my past due lien has presently grown to \$5,436.86.

According to my calculations, Hartford Insurance will cease disability payments to Ms. Cockrell when she turns sixty-five in 2027 after paying one hundred and fifty \$849.51 monthly payments. If Ms. Cockrell adheres to the contract, Ms. Cockrell would pay the Firm \$50,970.60 in future payments. Considering Ms. Cockrell and Mr. Besser have declined to escrow the Firm's 40% of the proceeds to protect my interests, I have no choice but place a lien on the escrowed \$27,303.25 which only partially secures the total attorney fee of \$56,407.46 that I should be paid for the life of the disability policy. Naturally, I am not opposed to a buyout of my future interests.

Amendment to May 5, 2015 response

Mr. Balkwill, I provided you with the documents you have previously requested. After my response you issued a subpoena duces tecum to subpoena compliance of Independent Bank for the trust account on July 20, 2015. Between myself and Independent Bank I certainly hope you have found exactly what you are seeking. If you have not, I will be happy to provide to you the answers you need.

I look forward to hearing from you.

Sincerely,


Gerald D. Waggoner

UNITED STATES DISTRICT COURT

for the

Plaintiff/Petitioner

v.

Defendant/Respondent

Civil Action No. _____



APPLICATION TO PROCEED IN DISTRICT COURT WITHOUT PREPAYING FEES OR COSTS (Long Form)

Affidavit in Support of the Application

I am a plaintiff or petitioner in this case and declare that I am unable to pay the costs of these proceedings and that I am entitled to the relief requested. I declare under penalty of perjury that the information below is true and understand that a false statement may result in a dismissal of my claims.

Signed:

Peggy Renee Cockrell

Instructions

Complete all questions in this application and then sign it. Do not leave any blanks: if the answer to a question is "0," "none," or "not applicable (N/A)," write that response. If you need more space to answer a question or to explain your answer, attach a separate sheet of paper identified with your name, your case's docket number, and the question number.

Date:

2/1/11

1. For both you and your spouse estimate the average amount of money received from each of the following sources during the past 12 months. Adjust any amount that was received weekly, biweekly, quarterly, semiannually, or annually to show the monthly rate. Use gross amounts, that is, amounts before any deductions for taxes or otherwise.

Income source	Average monthly income amount during the past 12 months		Income amount expected next month	
	You	Spouse	You	Spouse
Employment	\$ None	\$	\$	\$
Self-employment	\$ None	\$	\$	\$
Income from real property (such as rental income)	\$ None	\$	\$	\$
Interest and dividends	\$ None	\$	\$	\$
Gifts	\$ None	\$	\$	\$
Alimony	\$ None	\$	\$	\$
Child support	\$ None	\$	\$	\$

AO 239 (01/09) Application to Proceed in District Court Without Prepaying Fees or Costs (Long Form)

Retirement (such as social security, pensions, annuities, insurance)	\$ NONE	\$	\$	\$
Disability (such as social security, insurance payments)	\$ 998.00	\$	\$	\$
Unemployment payments	\$ NONE	\$	\$	\$
Public-assistance (such as welfare)	\$	\$	\$	\$
Other (specify):	\$ NONE	\$	\$	\$
Total monthly income:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

2. List your employment history for the past two years, most recent employer first. (Gross monthly pay is before taxes or other deductions.)

Employer	Address	Dates of employment	Gross monthly pay
NONE			\$
			\$

3. List your spouse's employment history for the past two years, most recent employer first. (Gross monthly pay is before taxes or other deductions.)

Employer	Address	Dates of employment	Gross monthly pay
NONE			\$
			\$
			\$

4. How much cash do you and your spouse have? \$ NONE

Below, state any money you or your spouse have in bank accounts or in any other financial institution.

Financial institution	Type of account	Amount you have	Amount your spouse has
NONE		\$	\$
		\$	\$
		\$	\$

If you are a prisoner, you must attach a statement certified by the appropriate institutional officer showing all receipts, expenditures, and balances during the last six months in your institutional accounts. If you have multiple accounts, perhaps because you have been in multiple institutions, attach one certified statement of each account.

AO 239 (01/09) Application to Proceed in District Court Without Prepaying Fees or Costs (Long Form)

5. List the assets, and their values, which you own or your spouse owns. Do not list clothing and ordinary household furnishings.

Assets owned by you or your spouse	
Home (Value)	\$ NONE
Other real estate (Value)	\$ NONE
Motor vehicle #1 (Value)	\$ 2300.00 (+) 2800.00
Make and year:	2000 CRYSLER
Model:	CRYSLER Sebring
Registration #:	303 E145H9YT275727
Motor vehicle #2 (Value)	\$ NONE
Make and year:	
Model:	
Registration #:	
Other assets (Value)	\$ NONE
Other assets (Value)	\$ NONE

6. State every person, business, or organization owing you or your spouse money, and the amount owed.

Person owing you or your spouse money	Amount owed to you	Amount owed to your spouse
NA	\$	\$
	\$	\$
	\$	\$

7. State the persons who rely on you or your spouse for support.

Name (or, if under 18, initials only)	Relationship	Age
NONE		
NONE		
NONE		

AO 239 (01/09) Application to Proceed in District Court Without Prepaying Fees or Costs (Long Form)

8. Estimate the average monthly expenses of you and your family. Show separately the amounts paid by your spouse. Adjust any payments that are made weekly, biweekly, quarterly, semiannually, or annually to show the monthly rate.

	You	Your spouse
Rent or home-mortgage payment (including lot rented for mobile home) Are real estate taxes included? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Is property insurance included? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$ 650.00	\$ Not married
Utilities (electricity, heating fuel, water, sewer, and telephone) <120.00>	\$ 150.00	\$ NONE
Home maintenance (repairs and upkeep)	\$ NONE	\$ NONE
Food FOOD STAMPS (EBT)	\$ 160.00	\$ NONE
Clothing	\$ NONE	\$ NONE
Laundry and dry-cleaning	\$ NONE	\$ NONE
Medical and dental expenses	\$ 100.00	\$ NONE
Transportation (not including motor vehicle payments)	\$ 50.00	\$ NONE
Recreation, entertainment, newspapers, magazines, etc.	\$ NONE	\$ NONE
Insurance (not deducted from wages or included in mortgage payments)		
Homeowner's or renter's:	\$ NONE	\$ NONE
Life:	\$ NONE	\$ NONE
Health:	\$ 20.00	\$ NONE
Motor vehicle:	\$ 30.00	\$ NONE
Other:	\$ NONE	\$ NONE
Taxes (not deducted from wages or included in mortgage payments) (specify):	\$	\$ NONE
Installment payments	NONE	NONE
Motor vehicle:	\$ NONE	\$ NONE
Credit card (name):	\$ NONE	\$ NONE
Department store (name):	\$ NONE	\$ NONE
Other:	\$ NONE	\$ NONE
Alimony, maintenance, and support paid to others	\$ NONE	\$ NONE

AO 239 (01/09) Application to Proceed in District Court Without Prepaying Fees or Costs (Long Form)

Regular expenses for operation of business, profession, or farm (attach detailed statement)	\$ NONE	\$
Other (specify):	\$ NONE	\$
Total monthly expenses:	\$ 0.00	\$ 0.00

9. Do you expect any major changes to your monthly income or expenses or in your assets or liabilities during the next 12 months?

☐ Yes ☒ No If yes, describe on an attached sheet.

10. Have you paid — or will you be paying — an attorney any money for services in connection with this case, including the completion of this form? ☐ Yes ☒ No

If yes, how much? \$ _____

If yes, state the attorney's name, address, and telephone number:

11. Have you paid — or will you be paying — anyone other than an attorney (such as a paralegal or a typist) any money for services in connection with this case, including the completion of this form? ☐ Yes ☒ No

If yes, how much? \$ _____

If yes, state the person's name, address, and telephone number:

12. Provide any other information that will help explain why you cannot pay the costs of these proceedings.

Copy of 2010 tax Return Attached

13. Identify the city and state of your legal residence.

Memphis, TENNESSEE

Your daytime phone number: 901-451-1230

Your age: 48 Your years of schooling: 15 years

Last four digits of your social-security number: 4821

IN WITNESS WHEREOF, you and we, intending to be legally bound, have hereunto set our hands on the dates set forth below.

You: The Client:

Us: The Besser Law Firm, P.C.

By: Renee Cockrell

By: Kenneth Besser

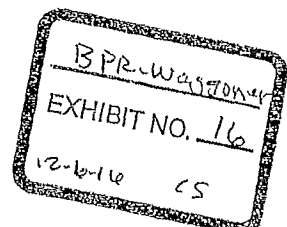
Signature: Renee Cockrell

Signature: [Signature]

Date: Feb 16, 2014

Date: 2/16/14

Client's Initials: RC





independent bank

Member FDIC

5050 Poplar Ave. Suite 112

Memphis, TN 38157

(901) 841-BANK

(901) 844-2265

www.i-bankonline.com

MEMPHIS LEGAL GROUP
ESCROW ACCOUNT
1433 POPLAR AVE
MEMPHIS TN 38104-2934

Statement Date: 11/30/2016 Enclosures: (0)

Account No.: 3040755 Page: 1

SMALL BUSINESS CHECKING SUMMARY

Type: REG Status: Active

Category	Number	Amount
Balance Forward From 10/31/16		45,940.05
Debits		0.00
Ending Balance On 11/30/16		45,940.05
Average Balance (Ledger)	45,940.05+	

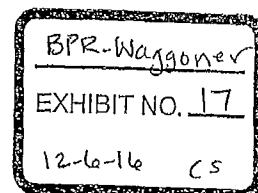
DAILY BALANCE SUMMARY

Beginning Ledger Balance on 10/31/16 was 45,940.05

Date	Balance	Date	Balance	Date	Balance
11/30/16	45,940.05				

This Statement Cycle Reflects 30 Days

OUR PRIVACY POLICY REGARDING HOW WE COLLECT, SHARE AND PROTECT YOUR PERSONAL INFORMATION HAS NOT CHANGED. VIEW THE POLICY AT I-BANKONLINE.COM/PRIVACY-POLICY/ OR FOR A FREE COPY UPON REQUEST-SIMPLY CALL US AT 888-716-9293.



End Statement

04/806/1E