

IN THE CIRCUIT COURT OF SUMNER COUNTY, TENNESSEE AT GALLATIN

COMP	LAINT	JUN 1 5 2018 KATHRYN STRONG, CLERK
LEGENDS BANK, Defendant.)	3:28 P M
V.)	Civil Action No. 83CC1-2018 - CV - 589 Jury Demand
Plaintiffs,)	
DEIRDRA RANSOM, AMANDA RANSOM, and AMELIA RANSOM,)	

I. INTRODUCTORY/JURISDICTIONAL STATEMENT

Plaintiffs Deirdra Ransom (hereinafter "Ms. Ransom"), Amanda Ransom and Amelia Ransom are residents of Gallatin, Sumner County, Tennessee, residing at 931 Red River Road, and a mailing address of P.O. Box 24216, Nashville, TN 37202. Defendant Legends Bank is a for-profit domestic corporation situated within the State of Tennessee, with a principal address at 310 First Street, Clarksville, Montgomery County, Tennessee 37040, and with a Registered Agent, Billy P. Atkins, at the same address. Defendant is a federally-insured lending institution. Ms. Ransom presents claims based upon the following: (1) Fraud; (2) Violations of the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. § 1681, et seq.; (3) Entitlement to an equitable lien based upon a finding of constructive trust; and, (4) a discrete state law claim of credit defamation. As a transitory action, venue and jurisdiction are appropriate for Sumner County, Tennessee, pursuant to Tennessee Code Annotated § 20-4-101(a).

II. <u>DESCRIPTION OF MATERIAL FACTS</u>

1. At all times pertinent to the matters alleged below, Plaintiffs and the Defendant (Legends Bank) were engaged in the relationship of Borrower and Lender. Specifically, Plaintiffs

sought and received credit from Defendant Legends Bank for the purchase of the property located at 931 Red River Road, Gallatin, Tennessee.

2. In July 2015, Plaintiffs presented to the Defendant a plan for a business loan ("event venue") usage of the above-referenced property, which is more particularly described below, with the understanding that the property would be used for business and residential purposes. The property is more particularly described as follows:

Land situated in the 9th Civil District of Sumner County, Tennessee, as follows:

Beginning at an iron pin in the center of Station Camp Creek at the south edge of Highway No. 25 right of way, this being the northeast corner of the within described property; thence North 67 deg. West, 270 feet to an iron pin; thence North 71 deg. 15' West, 92 feet to an iron pin; thence South 18 deg. 45' West, 555 feet to an iron pin; thence South 71 deg. 15' East 140 feet, more or less, to the center of Station Camp Creek; thence North 40 deg. 45' East, 150 feet, more or less, to an iron pin; thence North 43 deg. 00' East, 430 feet to the point of beginning.

Said land in bounded on the north by Highway No. 25; on the east by Station Camp Creek; on the South by Sam Belote (Hale) and on the west by Sam Belote (Hale).

Being the same property conveyed to Plaintiff Deirdra L. Ransom by warranty deed from Edwin Fernando Padilla-Perez and wife, Rebecca Padilla, dated October 9, 2015, and filed for record in the Register's Office of Wilson County, Tennessee, by instrument appearing of record in Record Book 4195, p. 703 of the Register's Office of Sumner County, Tennessee.

- 3. Having relocated from Denver, Colorado to Tennessee in 2013, Ms. Ransom expended substantial time evaluating the real estate market in Nashville and contiguous areas, looking primarily for a historic property. Ms. Ransom was referred to Legends Bank by a local realtor for the express purpose of obtaining a business loan to assist in the acquisition and occupancy of the property.
- 4. In furtherance of that effort, Ms. Ransom met with a business banker at Legends Bank in Green Hills, Nashville in July 2015, and followed all instructions in the completion of the appropriate loan application, in a timely manner. The plan was structured instead, by the Bank as a residential mortgage, to be processed contemporaneously with a business loan for the necessary

capital needed for the commencement of the business. Ms. Ransom's initial objective was to obtain a business loan. However, she was instructed by the loan officer that she must first proceed with a residential loan, and was assured that the business loan would follow.

5. The above-referenced property was appraised, at that time, as an "as is" valuation with a proposed sale price of \$325,000.00, an amount that was at least equaled (or was less than) the fair market value. Ms. Ransom had pre-qualified by Legends Bank for a \$500,000.00 loan. Nothing pertaining to the condition of the property, its fair market value, or Ms. Ransom's overall financial strength would have precluded the immediate implementation of permanent financing for the Plaintiffs, which would have entirely concluded the matter. The significant loan appraisal, relied upon by the Plaintiffs and the Bank, contained the following specific words:

"Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? (Checked "no").

Below that, the following notation appeared:

"No apparent physical deficiencies or adverse conditions were noted."

On page 206 of the appraisal:

"This appraisal is made "as is."

With no further notations in that section indicating that any modifications or improvements were required for the loan to immediately close.

With that foregoing wording, the property carried an appraisal of \$325,000.00, "as is," with Ms. Ransom's pre-qualification further supporting the immediate closure of the transaction, by her qualification for a \$500,000.00 loan.

6. At no time did the Defendant Bank ever demonstrate to the Plaintiffs any reason for delaying, or reversing, its decision to promptly close the loan under permanent financing terms. Instead, for reasons not known to the Plaintiffs, the Defendant Bank offered conclusory excuses to the Plaintiffs which led to the unnecessary, and financially-detrimental, so-called "bridge loan"

(interest only) that proved to be not only unnecessary, but disastrous to the Plaintiffs, leading to the present litigation, and the permanent financial harm caused to Plaintiffs.

- 7. As of October 2015, no factual or legal justifiable reason existed for the failure of Legends Bank to honor its promises to Ms. Ransom to close the transaction with permanent financing. Any subsequent reasons or excuses offered to Ms. Ransom were constituted fabrications, embellishments, or outright fabrications, including falsified documents, as hereinafter referenced.
- 8. Contrary to the initial promises made to Ms. Ransom, and with no explanation or excuse, factual or legal, the Defendant Bank required prior to the October 9, 2015, a so-called one-year, interest only "bridge loan," purportedly in order to afford additional time for the obtaining and processing of a permanent loan. Ms. Ransom reiterates the allegation that no factual or legal basis existed, prior to that date, that would have justified such a delay.
- 9. In contrast to the estimated \$6,500.00 down payment that would have been required by the traditional FHA loan, Legends Bank advised Ms. Ransom, only days prior to the closing, that she would instead be required to tender the sum of \$37,211.10 of her saved funds as the closing down payment. Having no choice or alternative, and having relied upon the Bank's apparently false assurances, Ms. Ransom complied.
- by October 9, 2016, Ms. Ransom continued her cooperative efforts with the Defendant Bank to convert the interest only bridge loan into the promised permanent financing. Ms. Ransom received consistent encouragement from the Bank officers. As initially requested, and subsequently required by Defendant Bank, Ms. Ransom, in the intervening months while she serviced the bridge loan effected substantial, expensive repairs on the historic property. Those substantial sums of money (total approximately \$100,000.00) were effected by Ms. Ransom solely in reliance upon the repeated, false promises of the Defendant Bank's representatives regarding the intention of the

Bank to comply with its original promises regarding permanent financing. Ms. Ransom asserts that those expenditures by her greatly enhanced the value of the above-referenced real estate, constituting facts that would justify the imposition of an equitable lien, through constructive or resulting trust principles.

- 11. On August 31, 2016, David Monfore, a business banker with Legends Bank, advised Ms. Ransom that she would not receive from the Bank the contemplated, promised permanent, fixed residential mortgage. That statement was made, notwithstanding the fact that she had previously been pre-qualified for the loan, up to \$500,000.00. Further, the Defendant Bank had confirmed to her in writing her qualification for such financing.
- During the initial period of the bridge loan financing, Ms. Ransom asserts that her general financial circumstances, the value (in fact, improvement) of the house, and her compliance with the Bank instructions had not changed in any material manner. No basis existed for the Defendant Bank to reverse its promises, particularly in view of its awareness that Ms. Ransom had expended over \$100,000.00 in good faith, in reliance on the Defendant Bank's promises for the permanent financing. As of October 2016, no factual or legal reason existed for the bank to reverse its promise to Ms. Ransom regarding permanent financing, and a final closure of the loan transaction.
- 13. As of March 2017, Ms. Ransom had continued to receive monthly billing invoices and promptly made all due interest payments on the loan. The Bank sent no billing statement after April 2017. The final invoice received by Ms. Ransom was for the alleged balance due on the loan, and no subsequent invoices were forwarded.
- 14. Plaintiffs assert that Defendant Legends Bank, through its knowledge of their general circumstances, was fully aware during the timeframe referenced above that its duplicitous conduct toward Plaintiffs had placed them in an untenable financial situation, that was beyond Ms. Ransom's direct ability to control or correct. It remained within the Defendant Bank's ability to

immediately correct or ameliorate the problem. For reasons that remain unknown to the Plaintiffs, the Defendant Bank simply elected to ignore its promises to Ms. Ransom, despite her detrimental reliance on both written and verbal promises pertaining to the intentions of the Bank for permanent financing, during the pendency of the bridge loan.

- 15. In August 2016, Ms. Ransom had exhausted her discussions with representatives of Defendant Legends Bank, having received no explanation regarding the Bank's inexplicable conduct, and, instead, being provided inconsistent answers and further wavering promises regarding Ms. Ransom's potential for permanent financing. As of June 28, 2017 (as Ms. Ransom had received no further invoices), Ms. Ransom advised Defendant's representative, Billy Atkins, that she (acting out of desperation) had applied for an alternative, fixed residential mortgage loan with another company. Ms. Ransom learned, as her alternative efforts progressed, that the Defendant Bank had falsely reported "late payments." Ms. Ransom learned that those false reports would require clarification or correction in order for the permanent financing to be finalized. Any "lateness" was a contrived, or orchestrated "lateness" caused not by the Plaintiff, but by representatives of Defendant Legends Bank through the events described above.
- Bank would cooperate with her efforts. A confirming "pre-qualification letter" was forwarded to Mr. Atkins by the alternative lending institution. The letter was, in fact, delivered on four separate occasions to Mr. Atkins, and produced no immediate contrary response from Mr. Atkins which would have suggested to Plaintiff, or the alternative lender, any plan other than the promised plan related to Ms. Ransom by Mr. Atkins regarding "removal of the lates."
- 17. On July 5, 2017, Ms. Ransom attended a meeting at Legends Bank in Clarksville that included her son, the mortgage broker involved in the alternative "pre-qualification confirmation" and other bank employees. It was clearly understood in that meeting that the purpose of the discussion was to eliminate any vagueness, on the part of either Ms. Ransom or the

Bank, about what steps needed to be taken in order to pay Legends Bank in full the amount it was owed, in an expeditious manner, and to further facilitate the final permanent financing with the alternative lender. The foregoing point is reaffirmed, in writing, in the pre-qualification letter, as the parties repeatedly emphasized, in their discussions, that Legends Bank would cooperate with the promised removal of the incorrectly reported "lates" that Legends Bank had caused to be entered upon Ms. Ransom's credit reports.

- Defendant Legends Bank would require payments for April through July to be paid "... in exchange for removing the lates." Incorrectly, a purported \$22,104.13 late fee that had been imposed was to be entirely removed as a part of the agreement, all of which was contingent upon the clearly understood, clearly-defined agreement that, upon Plaintiffs tendering to Defendant Legends Bank the sum of \$5,267.46, the "lates" would be removed; that removal would facilitate an immediate closing on the permanent financing with the alternative lender; and, in furtherance thereof, Legends Bank would be paid its balance due immediately. No ambiguity existed in the discussion, and the parties concluded the meeting with that clear understanding.
- 19. Plaintiffs emphasize that the removal of the "lates" was the <u>only</u> prerequisite, contingency or condition, of any type or nature, for the permanent loan to be closed and funded, clearing the entire indebtedness owed to Legends Bank. As of the present date (of the filing of the Complaint), no information has been tendered to the Plaintiffs or their counsel that would support any allegation to the contrary.
- 20. Ms. Ransom affirms that both she and the mortgage officer for the alternative lender repeatedly, verbally, and in writing, expressed to Mr. Adkins and the Defendant Bank's attorney, the requirement that permanent financing could not be procured, or the transaction closed, until the sole impediment to that closing (the so-called "lates" that had been incorrectly filed with the credit bureaus) were removed. The alternative permanent lender submitted a pre-qualification

letter to the Defendant in reliance upon the promises made of the meeting. At no point did any material change occur that would have modified the nature or scope of the parties' exchanged promises.

- 21. In subsequent contacts with the various credit reporting agencies (including Experian), Ms. Ransom later learned that Defendant Legends Bank had, despite receiving from the Plaintiffs the payment of \$5,267.40, inexplicably refused to confirm in any manner the "clarification" that the "late" charges report was, in fact, inaccurate or false, and that the erroneous reports of default or late payments were incorrect and should have been removed.
- 22. Following repeated efforts to obtain and finalize the Defendant Bank's "clarification" or "correction" of the false credit reports, the Defendant inexplicably and abruptly changed its position on August 9, 2017 (having received the payment it had demanded as quid pro quo), then stating to Ms. Ransom that it would be "illegal" for the Bank to remove the reports of late payments, notwithstanding the fact that all parties had agreed in the earlier meeting that the underlying facts were essentially erroneous, and that the purported "default" had not been occasioned by anything caused or done by Ms. Ransom, but, in fact, was the direct and proximate result of the Bank's own failure to avoid the default deadline a matter entirely and exclusively under the control of the Bank, rather than Ms. Ransom.
- 23. The subsequent allegation by Defendant Bank that the removal of the reported "lates" was "illegal" was in fact a false statement, which was either known by the Defendant to be false at the time the above agreement was made, or, in the exercise of ordinary care, should have been known by the Defendant Bank to be a false statement. Ms. Ransom asserts that, as a matter of law, the Bank's erroneous, mistaken or fraudulent mishandling of Ms. Ransom's permanent financing arrangement, justified, by every applicable legal definition, a truthful and accurate report to the credit reporting agencies that Ms. Ransom had, at no time, defaulted on any aspect of the loan. It is the Defendant Bank that defaulted, not the Plaintiffs.

- 24. Ms. Ransom was induced by the Defendant Bank's fraudulent conduct to tender the sum of Five Thousand Two Hundred Sixty-Seven and 46/100 Dollars (\$5,267.46) by the false promise that it would take all necessary steps to correct the false report of delinquency on the loan, thereby facilitating the effecting of the permanent financing through the alternative lender, which would have promptly and immediately paid Defendant Legends Bank in full the entire principal and accrued interest that it was owed.
- 25. As the direct and proximate result of Defendant Legends Bank failing to comply with its promise to provide truthful and correct clarification regarding the absence of any "bridge loan" delinquency, Ms. Ransom was subsequently unable to effect the closure of the alternative permanent financing that had been guaranteed, thereby clearing the outstanding Defendant Legends Bank "bridge loan."
- 26. It is alleged that Defendant Legends Bank had no actual intent at the meetings on July 5 and July 21, 2017 to clarify the truthful, non-default status of the bridge loan.
- 27. Ms. Ransom emphasizes that, immediately contemporaneous with the tendering of the quid pro quo payment by her of \$5,267.40 (four payments), Ms. Ransom personally delivered to the Bank a written statement (which had been requested by Experian to supplement the earlier verbal verification). The Defendant Bank and its attorney reviewed the document, made revisions, and executed it on that date, unequivocally agreeing to finalize the corrective steps regarding the false report. The document was signed, and the money paid, with Ms. Ransom departing that meeting on July 21, 2017 feeling assured that the correction would be made; the permanent financing would be finalized; and that Defendant Legends Bank would be paid in full within days. Inexplicably, when the alternative lender presented the "agreement/clarification" to the three major credit reporting agencies, all appeared to be prepared for final resolution, but "Experian" requested a further verbal confirmation from the Defendant Bank, effectively reaffirming the plain language of the content of the letter that, presumably, was based upon Experian's desire to confirm that the

letter was authentic, rather than challenging any of its content. For reasons that remain unexplained as of this date, Defendant Bank simply repudiated the plain meaning of the signed agreement, by returning to its verbal conclusion to Ms. Ransom that such a concept to the false statement would be "illegal."

- 28. As the direct and proximate result of the foregoing series of fraudulent and improper actions by Legends Bank, Ms. Ransom was unable to finalize her (otherwise guaranteed) alternative financing arrangement, and permanent financing could not be obtained. That inability to obtain permanent financing solely and exclusively resulted from the fraudulent conduct of Defendant Legends Bank, rather than any other factual or legal consideration.
- Ms. Ransom submitted a complaint to the FDIC regarding the duplicitous and misleading practices of the Defendant in the events described above. Upon receiving the Defendant Bank's replies to the FDIC complaint, it became known, for the first time, to the Plaintiff, that certain unknown representatives/employees/agents of the Defendant Bank had patently falsified various records, both by forgery and by instrument modification/alteration. Those forgeries and modifications, copies of which are attached to the Complaint, and incorporated herein by reference as though expressly set forth, constituted unlawful material alterations, within the meaning of the legal authorities cited herein, and relied upon by the Plaintiffs as a basis for asserting that no sums of money may be claimed by the Defendant from the Plaintiffs due to nullification or cancellation of the note. In compliance of the pleading requirements of T.R.C.P. Rule 8, pertaining to fraudulent conduct, Plaintiffs assert the following:
 - (a) Attached as Exhibit "A" to the Complaint is a <u>forged signature</u> that purports to be the signature of "Chuck Klumb" (p. 4 of 5 of the "Uniform Residential Loan Application of September 4, 2015);
 - (b) Ms. Ransom asserts that the purported signature of "Chuck Klumb" on the "Addendum to Uniform Residential Loan Application" (attached as Exhibit "B" to the Complaint) prepared by Defendant Legends Bank, and dated September 3, 2015, is a <u>forgery</u>, with the forgery effected by an unknown agent or representative of Defendant Legends Bank;

- (c) Attached as "Exhibit C" to the Complaint is a purported "Lender's Certificate," purportedly dated September 3, 2015 (p. 4), and purportedly bearing the signature of "Chuck Klumb," contains a **forgery**, and not the actual signature of Chuck Klumb;
- (d) Attached as Exhibit "D" to the Complaint is an instrument entitled "Borrower Acknowledgment, Receipt of GFE" that purports to bear the signature of Chuck Klumb, dated September 3, 2015. Ms. Ransom asserts that the signature is a **forgery**, and is not the signature of Chuck Klumb, and that the instrument was signed by an unauthorized person who did so with the authorization or ratification of Defendant Legends Bank, as a Legends Bank employee or agent;
- (e) On the "Uniform Residential Loan Application," the purported signature of Deirdra L. Ransom (in the upper left corner) is in fact, the signature of Deirdra L. Ransom, but it was not affixed to that document by Ms. Ransom. It is attached as Exhibit "E." The undersigned makes oath that she had never seen the document before, and that, by "cut and paste" or similar subterfuge, her signature was added as a <u>fraudulent alteration</u>. Ms. Ransom made no direct entry of her signature on that document, at any place;
- (f) Further, on the same instrument referenced above, an entirely different purported signature appears on p. 4 of 5, with a purported signing date of September 29, 2015 (Attached as Exhibit "F" to the Complaint). The <u>forged signature</u> patently is not the signature of Deirdra L. Ransom, and bears no resemblance to the signature that appears two pages earlier, that was cut and pasted. Further, Ms. Ransom's first name is misspelled;
- (g) Attached as Exhibit "G" to the Complaint is a document bearing the **forged signature of Deirdra L. Ransom** (p. 5 of 5 of the "Uniform Residential Loan Application"). Ms. Ransom makes oath that that signature is patently not her signature, and is also misspelled. To an untrained layman, the obvious falsity of the signatures is demonstrated at a glance. For reasons not known to the Plaintiff, the Defendant falsified the Application by **forgery and alteration**. The date is also falsified and entered by an employee or agent of the Defendant, unknown to Ms. Ransom;
- (h) Attached as Exhibit "H" to the Complaint is an instrument that was initially prepared by Ms. Ransom as a "template" for what she planned to use in furtherance of her efforts to finalize a loan with the Defendant. However, upon being advised by Mr. Monfore that Ms. Ransom absolutely would not receive any loan, under any circumstance, the "template" was never utilized by her with the Defendant Bank for any purpose. It remained, however, in the Bank's possession, and was subsequently **modified**, **altered**, **and exploited for fraudulent purposes**. Specifically, it was utilized for the purpose of preparing a false narrative for submission to the FDIC. The signature on Exhibit "H" is indeed the signature of Deirdra Ransom. The date is patently false. She tendered it to the Defendant Bank with no date,

and, upon receipt of the FDIC complaint, the Defendant Bank falsely entered the date, in furtherance of the Defendant Bank's "false narrative" that has been entered below for self-serving purposes in order to make it appear to the FDIC that Ms. Ransom no longer wanted a loan from the Bank; or that she had not applied for a loan; or that the loan application was incomplete. Ms. Ransom asserts that the entries made, with the dates referenced, were falsified by Defendant Legends Bank employees <u>only after</u> they had received the FDIC complaint, for the purpose of effecting an exculpatory, false narrative in answering to the FDIC for the numerous allegations leveled by Ms. Ransom in her Complaint.

- (i) Attached as Exhibit "I" to the Complaint is a purported certified mail receipt, provided by Defendant in responding to the FDIC complaint. Ms. Ransom affirms under oath that the document is addressed to a location where the Plaintiffs are known by the Defendant to not receive their mail, and contains a signature that is not Ms. Ransom's, and was entered by some unknown person.
- (j) Attached as Exhibit "J" to the Complaint is a document that purports to be an envelope mailed to Ms. Ransom. It is asserted by the Plaintiffs that the letter was addressed to the "Red River Road address," known by the Defendant to be an address where the Plaintiffs do not receive mail. For reasons unknown, the Defendant covered the address on the letter prior to sending a copy to the FDIC. Falsely, on the accompanying document (the reverse side) reflects entry of the correct address at "P.O. Box 24216." Plaintiffs always receive mail at that address. It is obvious from those attachments that the document submitted to the FDIC was intended to mislead the FDIC about the purported mailing to Ms. Ransom at her post office box. That representation to the FDIC was presented, it is believed, in furtherance of the efforts by Defendant Legends Bank to convince the FDIC that they had made good faith efforts to communicate with Ms. Ransom, and that she had failed to respond. Exhibit "J" is an example of a pattern of fraudulent conduct in document alteration perpetuated by Defendant Legends Bank.
- (k) Attached as Exhibit "K" to the Complaint is a fraudulent document that was generated by Defendant Bank under circumstances unknown to Ms. Ransom. Ms. Ransom has had no telephone call, letter, or contact of any type with "George R. Archer, Jr." at any time, May 4, 2017, or otherwise. The May 4, 2017 date would have occurred after the extension of the bridge loan by the Defendant Bank and would have no context or meaning. Ms. Ransom asserts that no such note was sent to her at that time, and that she was never aware of any such claimed communication until she received documents from the FDIC, as the Defendant Bank prepared other false, exculpatory reasons for the mishandling of the loan. Despite the urgency implied in the "note," no previous or subsequent formal correspondence ever communicated any of "Mr. Archer's" thoughts or concerns to the Plaintiffs.

30. Defendant Legends Bank has purported to undertake a void and fraudulent foreclosure effort against the property and is presently undertaking efforts to evict the Plaintiffs from the premises.

III. PLAINTIFFS' LEGAL CLAIMS

1. Common Law Fraud and Instrument Alteration. Plaintiffs assert entitlement to an equitable lien on the property, upon theories of constructive or resulting trust, based upon the facts detailed above. Specifically, in reliance on the false promises, and duplicitous conduct of the Defendant Bank in the series of transactions described above, Ms. Ransom tendered to the Defendant Bank substantial sums of money that the Bank presently wrongfully retains, and to which Ms. Ransom is entitled to be refunded. Further, in reliance upon statements of false fact and false promises (promissory fraud/estoppel), Ms. Ransom expended on the subject property, the legal description of which is referenced above, more than One Hundred Thousand and No/100 Dollars (\$100,000.00) in improvement and down payment costs, which have equitably enhanced the value of the subject property, to the financial detriment of Ms. Ransom. Ms. Ransom asserts that she is entitled to damages proximately and directly from the fraudulent conduct of the Defendant Bank, including, but not limited to, the following: A refund of all sums of money paid to Defendant Bank, principal and interest; compensation for all improvements effected on the subject property, totaling approximately Seventy Thousand and No/100 Dollars (\$70,000.00); Damages for emotional distress, pain and suffering, embarrassment and humiliation caused by the Defendant's mistreatment of Ms. Ransom and her family. And, related damages (referenced below) for the loss of Ms. Ransom's credit reputation. Further, based upon the claims of purposeful fraud (and/or ratification by the Bank of its agents' fraudulent conduct), Plaintiffs seek punitive damages in the amount of Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00). Ms. Ransom asserts entitlement to an equitable lien, protected by lien lis pendens, to secure her ownership rights and interests in the above-described property.

- 2. The FCRA Claim. Plaintiffs assert that the FRCA was enacted to require that lending institutions and consumer reporting agencies adopt reasonable procedures for meeting the needs of commerce for consumer credit in a manner that is fair and equitable to the consumer, particularly with regard to the accuracy and relevancy of the information provided by lending institutions to the various credit reporting agencies. In that context, Plaintiffs assert that Defendant Legends Bank is a furnisher of credit information, and as such, it is subject to the statutory duties set forth in 15 U.S.C. § 1681(s)(2). A private right of action exists under the provisions of 15 U.S.C.A. § 1681(s)(2)(b), which imposes civil liability related to negligent or willful violations of the FCRA in furnishing false credit information which proves to be harmful to the consumer. Plaintiffs assert that the Defendant negligently or willfully violated the FCRA by falsely reporting information for which there was no reasonable factual basis (i.e., the delinquency of Ms. Ransom's account) when that information was known by the Defendant to be inaccurate, incomplete or false. As the direct and proximate result of the statutory violation, the Plaintiffs have sustained damages and are entitled to both compensatory and exemplary compensation.
- Common Law Credit Defamation. Plaintiffs assert that the Defendant owed a common law duty of due care to properly and truthfully disseminate information regarding the status of Ms. Ransom's loan accounts and business transactions with Defendant Legends Bank. Based upon the factual allegations summarized above, the Defendant breached the duty of due care, proximately and directly causing substantial, immediate and long-term financial harm to Ms. Ransom, which continues to accrue due to false, incriminatory credit information improperly disseminated by Defendant Legends Bank. Due to the grossly reckless and/or intentional nature of the Defendant's conduct, motivated apparently by both bad faith and greed, exemplary damages are appropriate.
- 4. Recision of the Transaction and Cancellation of the Note. Based upon the documented instrument alterations, modifications, and document manufacturing, all three effected

in bad faith and with a malicious motive, justifies a recision of the parties' transaction. Further, Ms. Ransom is entitled to the Court's finding and declaration that the improper document modification justifies cancelling any and all indebtedness which she would otherwise have owed to the Defendant Bank, and a return to her of all sums she has paid to date, including both interest and principal payments. Plaintiffs assert that, where a material term is intentionally altered by an officer of the Bank, that alteration "... extinguishes the account for which they were given." Plaintiffs rely upon the cases of Columbia Grocery Company v. Marshall, 174 S.W. 1108 (Tenn. 1915) and Christian v. Pan Am Southern Corporation, 309 S.W.2d 378 (Tenn. App. 1957), both of which remain valid and current statements in relation to commercial instruments and civil contract law, reaffirming the public policy reasons for rendering void ab initio any debt or obligation, and further removing any basis for recovery, legal or equitable, from the offending party. Upon the allegation of intention alteration or forgery, the foregoing sanction is a mandatory (non-discretionary) public policy sanction, intended to dissuade similarly-inclined offending parties from unethical, bad faith conduct that would otherwise negatively impact the public benefit and general commerce. Plaintiffs further rely on the similar statutory basis for the same result: Tennessee Code Annotated § 47-3-407 (Alteration of Commercial Paper). Plaintiffs request a finding that the foreclosure was illegally effected, and based on a void, or cancelled, debt.

Amelia Ransom. Plaintiffs Amanda Ransom and Amelia Ransom assert that they have continuously occupied the above residence by agreement with Defendant Bank, from the outset of the parties' business relationship, and that Defendant has been fully aware of Plaintiff Deirdra Ransom's circumstances in relation to her adult daughters' co-tenancy. Both daughters suffer from medical disabilities. Amanda Ransom, age 30, is diagnosed with Down's Syndrome. Amelia Ransom, age 24, is diagnosed with Multiple Sclerosis. Both are dependent upon their Plaintiff/ Mother for assistance, and that fact was known to the Defendant at all times pertinent to the

allegations set forth herein. Upon expiration of the "bridge loan," Plaintiff and her daughters, jointly and severally, became "tenants-at-will" or, alternatively, "periodic tenants," with each entitled to a minimum of thirty (30) days' written notice, for a full periodic term prior to the commencement of any detainer warrant. Plaintiffs Amanda Ransom and Amelia Ransom were not named, for due process purposes, in the detainer warrant proceedings in the General Sessions Court of Sumner County, and are now being ordered from the premises, in derogation of their lawful rights as a periodic tenant or tenant-at-will, without Court process mandated by T.C.A. § 29-18-101. The purported warrant (see attached) names only Deirdra Ransom, and does not name the other known identified adult/disabled occupants of the premises, in violation of both the Tennessee Detainer Warrant Statute and the mandatory requirements for persons with a disability as required by the following statutes: The Tennessee Human Rights Act, T.C.A. § 4-21-311 and T.C.A. § 4-21-312; the Tennessee Adult Protection Act, inclusive of the definitions set forth in T.C.A. § 71-6-102 (§ 71-6-101, et seq.).

T.C.A. § 29-18-118 (Unlawful Detainer) permits <u>service</u> on "any adult occupant" of the residence, but the known adult occupants/tenants must be named.

Ownership and title issues may not be litigated in the General Sessions Court detainer warrant proceeding, based upon T.C.A. § 29-18-119. Accordingly, there may be no res judicata effect to the proceedings, particularly as to parties who occupy the premises as tenants-at-will or periodic tenants, who were served with no process and given no opportunity to present a defense.

Effective service upon an "adult found in possession of the premises" (T.C.A. § 29-18-115) should not be treated as a derogation of the rights of a handicapped/incompetent adult whose name does not appear on the detainer warrant, notwithstanding Defendant's certain knowledge that the handicapped person is as much a predominant resident of the subject premises as Deirdra Ransom, whose rights are no greater or lesser than those of Ms. Ransom.

Plaintiffs assert that the Defendant's knowing disregard of the handicap/incompetency status of Amanda Ransom constitutes a discriminatory housing practice, within the meaning of T.C.A. § 4-21-601 as a "condition" related broadly to "housing accommodation" practices. In furtherance of the requirements of the "Tennessee Disability Act (formerly the Tennessee Handicap Act), persons suffering from profound disabilities, such as Plaintiff Amanda Ransom, is entitled to due process, for the protection of her individual rights, and any discriminatory practice in that regard, is unlawful, and constitutes a violation of the foregoing statutes. Deirdra Ransom was not authorized to accept service of process for the Plaintiff daughters, Amanda Ransom and Amelia Ransom, and the absence of the daughters' names from any of the process (aside from service issues) voids the effect of the detainer warrant as to the Plaintiff daughters. Defendant is effectively attempting to oust Plaintiff Amanda Ransom from the above-referenced premises through the processes of a civil detainer warrant which requires her notice and participation, but does not mention her name.

It is asserted, as to Plaintiff Amanda Ransom, that the disregard of her status as a tenant-at-will, or periodic tenant, entitled to notice of the detainer warrant proceedings, constitutes a discriminatory practice, pursuant to the provisions of T.C.A. § 4-21-601 (Discriminatory Housing Practices Generally) as the ouster proceedings relate broadly to a "privilege ... of rental/housing accommodation ..." T.C.A. § 4-21-601. T.R.C.P. Rule 4.04(2) would permit process service upon the personal guardian of Amanda Ransom, but there is no authorization in any applicable statute which would permit, from a due process perspective, the failure to name as a party a mandatory "real party in interest" (T.R.C.P. Rules 17.01 and 17.03), Amanda Ransom, as a lawful tenant-at-will in the affected premises.

IV. SUMMARY

Plaintiffs seek the following relief from the Court:

- 1. Judgment for compensatory and punitive damages totaling Three Million and No/100 Dollars (\$3,000,000.00);
- 2. Alternatively, a return of all sums of money paid by Ms. Ransom to the Defendant and advanced for the improvement of the above-referenced property, to be enforced through an equitable lien, upon a finding of constructive or resulting trust.
- 3. Plaintiffs seek such further and general relief to which they may be entitled, including assessment of all T.R.C.P. Rule 54 discretionary costs.

Respectfully submitted,

BURGER, SCOTT & McFARLIN

By Max D. Fagan with express permission

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Telephone: (615) 248-2500

maxfaganlaw.com

maxdfagan@hotmail.com

STATE OF TENNESSEE)
)
COUNTY OF RUTHERFORD)

I, DEIRDRA RANSOM, after having been duly sworn, according to law, make oath that I have read the foregoing Complaint and that the facts and statements contained therein are true and correct to the best of my knowledge, information, and belief.

My commission expires: 2 - 13 - 20

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	Borrower's Cartificate The undersigned captifies that: (4) Willship have constanting any other unpaid obligations contracted in connection with the mortgage transaction or the purchase of the property accept obligations which are secured by property or collateral counted by me independently of the said mortgage (b) One of the undersigned intends to occurre the effect of the connection of the undersigned intends to occurre the effect of the connection.
	(c) All charges and fleet collected from me as thrown in the sattlement disternent have been paid by my own funds and no other of a largest have been or will be paid by me in respect to this transaction: (d) Nother I, nor anyone authorized to an increment of the immediate of a large through the paid by my own funds and no other for the sale or finish of or otherwise make threatest to sell or rent, after the making of a bone fide order, or return to appoint or the sale or finish of or otherwise make threatest or dept in dwelling or property covered by this hear to any person because of mee, calor, religion sex, handless, familial sature or national origin, it recognize that any retributes coverant or this property relating appropriate U.S. District Court against any person responsible for a violation of this certificate. Secretary Septement & Des
	Lender's Certificate
	The understand bordies that to the best of he howdedge: (a) The mainment made in its ambiention for insurance and in this Cordinate are five and correct; (b) The conditions lated above or appearing in any outstanding economics and indeed page; the above page number have been fulfilled. (c) Complete disbursement of the left has been made to the borrower, or to his/her creditors for interiors account and with list/her consents. (d) The security instrument has been made in it is good and valid first that up the broperty described; (e) No charge has been made to by paid by the borrower success as permitted under HUD regulations; (f) The copies of the credit and security instruments which are submitted herewith are true and great copies as precised and their for example, as permitted indeed to be permitted indeed to be permitted indeed in the HUD regulations; (d) It has not just any kindplaces, which consideration of any type, directly or indirectly, to any pany in connection with this transmitted example, as permitted indeed HUD regulations and administrative instructions.
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Call	Page 4 (08/2014) Page 4 (08/2014) VA Fam 84-18024 (08/2014)
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BORROWER ACKNOWLEDGEMENT RECEIPT OF GFE

I/we do hereby acknowledge that I/we received the Initial Good Faith Estimate, Truth in Lending Disclosures, and Settlement Service Providers list & Fee Schedule within (3) business days of the application date. We were not charged any fee(s) prior to receipt of these disclosures, other than a credit report fee:

Property Address: 931 Red F	River Rd
Gallatin	_ TN 3706b
A DUNINA & DAME	State Zip
Borrower (7)	Date 9/4/15
Co-Borrower	Date
	TENT TO PROCEED
As of the date noted below, I/we intend displeaures provided to me. I/we agree to p with the loan.	to proceed with the loan as described in the lay upfront fees that may be required to proceed
ADUANA A ROMAN	m 9/4/15
Borrower	Date
Co-Borrower	Date
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Print (1)	Date
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RESPA Reg. X Intent to Proceed Acting West community	.1/เลือดถึ

EXHIBIT

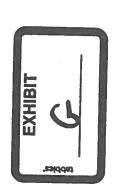
Uniform Residential Loan Application

This persuance is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower" as applicable. Co-Borrower information mortalize be provided (and the appropriate box elected) when I the income or assets of a person when then the Borrower (including the Borrower's spokes) will keased as a basis for ion qualification of I this means or assets of the Borrower assets of the Borrower as posses or other person who has a community property rights pursuant to state have will not be liked as a basis for ion qualification, but his other labilities must be exceeded because the spokes of other person luncommandy property rights pursuant to applicable low and Borrower resides in a community property and the look.

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COMPLETE THIS SECTION ON DELIVERY SENDER: COMPLETE THIS SECTION A. Signature ■ Complete items 1, 2, and 3. ☐ Agent ■ Print your name and address on the reverse X ☐ Addressee so that we can return the card to you. B. Received by (Printed Name) C. Date of Delivery Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: If YES, enter delivery address below: EIRDRAL. RANGOM RIVER ROAD 3. Service Type ☐ Priority Mail Express® ☐ Adult Signature ☐ Registered Mall™ ☐ Adult Signature Restricted Delivery ☐ Registered Mail Restricted ☐ Certified Mail® Delivery 90 9403 0121 5077 2622 68 ☐ Return Receipt for ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery Merchandise ☐ Signature Confirmation™ ☐ Collect on Delivery Restricted Delivery 2 Article Number (Transfer from service label) ☐ Signature Confirmation insured Mail Restricted Delivery.

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PS Form 3811, April 2015 PSN 7530-02-000-9053

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Deirdra L. Ransom

EXHIBIT

SENDER: COMPLETE THIS SECTION

COMPLETE THIS SECTION ON DELIVERY

A. Signature

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- Complete Items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the oard to you.

☐ Agent ☐ Addressee C. Date of Delivery

Attach this card to the back of the mailplece, or on the front if space permits.

1. Article Addressed to:

D. Is delivery address different from Item 1? ☐ Yes If YES, enter delivery address below: ☐ No...

B. Received by (Printed Name)

TERDRA K. AANSOM MAHVILLE, TN 37200) Box 24216

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2. Article Number (Tigitsfer from service lebel)

PS Form 3811, April 2015 PSN 7530-02-000-9053

☐ Priority Mail Express®
☐ Registered Mail™
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3. Service Type

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George R. Archer, Jr.



G.R. "RICK" ARCHER, JR. Nashville Area President

2213 Crestmoor Road Nashville, TN 37215 (615) 372-1762 d (615) 969-4853 c (615) 386-6334 f

rarcher@ LegendsBank.com Mus. Kanson,

I just wanted to send this

Short Note to you and follow

up on the vicemail that I

left you boday, Please case

my office or my cell phone

At your first opportunity.

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