

United States District Court  
Middle Tennessee district

David Jonathan Tulis	)	
Plaintiff	)	
	)	Case No. 3:22-cv-00911
V.	)	Hon. Chief Judge Waverly Crenshaw
	)	Magistrate Judge Barbara Holmes
William Orange	)	
City of Franklin	)	
Roger A. Page	)	Jury trial demanded
John R. Crawford	)	
Administrative office of the courts	)	
Jane or John Does	)	
Atrium Hospitality	)	
Defendants	)	

**Affidavit & answer to defendants' motions to dismiss**

Herein plaintiff avers the following defense of his cause and the attendant facts referred to as accurate and factual, to the best of his knowledge and ability, that photocopies of documents cited are authentic and genuine, and he avers as true the following:

1. Plaintiff herein answers the motions to dismiss from defendants, as follows, starting with whether the complaint is timely filed pertaining to arguments made in unison by defendants.

**Timely filed complaint**

2. Defendants say that the complaint is doomed because the time stamp of receipt of the complaint is Nov. 9. The act of false imprisonment and arrest occurred Nov. 6, 2021, a Saturday. The deadline to file a civil complaint against three men and two corporations is

Nov. 6, 2022. The law allows for mailing of a complaint prior to the expiry of the one-year deadline to suffice for a timely filed document even though the clerk gets the mailing after the deadline.

3. By general rule, Title 26 U.S.C. 7502 provides that, if the requirements of such section are met, a document shall be deemed to be filed on the date of the postmark stamped on the cover in which such document was mailed. Thus, if the cover containing such document bears a timely postmark, the document will be considered filed timely although it is received after the last date, or the last day of the period, prescribed for filing such document. § 27 CFR 70.305 Timely mailing treated as timely filing.
4. Petitioner attaches **EXHIBIT NO. 1**, the certified U.S. postal service certified greenies showing that the complaint is timely filed, having been mailed Nov. 5, 2022, and asks the court to consider the complaint not barred by the statute of limitations.

## Page & Crawford

### **Sovereign immunity claims of Page, Crawford**

5. These defendants say they cannot be sued because of the doctrine of state sovereignty, in which they are cloaked in official capacity. Their defense is entirely in terms of each man in his office, as “State Defendants are entitled to sovereign immunity” (brief p. 5).
6. Petitioner asks the court to note this complaint is against two men who are causing irreparable harm to the enjoyment of protected rights under color of state employment at TAOC, the Tennessee administrator of the courts. Petitioner sues them as men, identified on Page 1 of the complaint, by given and surnames, men who accept service, men like any other citizen charged with the duty of knowing the law. That the attorney general appears to represent them, maybe erroneously, does not change this intention, nor the common law nature of their offenses.

7. In such a common law cause there are only two elements required: The press member was (a) deprived of his enjoyment of protected liberty against his will by Page and Crawford, and (b) that defendants are proximate cause of assault and trespass without lawful basis. The burden ends there for the petitioner and as a matter of law shifts immediately to the defendants to evidence the elements claimed do not exist to avoid their common law assault or trespass.
8. It is unknown to plaintiff in what capacity they operate their false imprisonment and false arrest policy scheme to deprive fundamental rights under color of state law while drawing a state paycheck. Causing the deprivation of the enjoyment of fundamental rights without lawful warrant would not be within the scope of any lawful official duty in any regard.
9. Defendants Page and Crawford prefer to be sued in official capacity. They indicate by brief they (1) act under a state policy, in “official capacity,” (2) are not implicated as men (“personal capacity”), and, (3) that their conduct in plaintiff’s false imprisonment is state policy. By seeing the complaint as lodged against them in official capacity, they misrepresent that to which they are subject — (1) Tenn. const. Art. 1, sect. 19 (regarding press freedoms), (2) Tenn. const. art. 11, sect. 16 with its prohibition of “pretense,”<sup>1</sup> conduct offending (3) the first amendment to the U.S. constitution regarding freedom of the press and speech. Further, they imply, contrary to the facts creating the cause for this case, they comply with (4) the Tennessee open meetings act at T.C.A. § 8-44-101 (“The general assembly hereby declares it to be the policy of this state that the **formation of public policy** and decisions is public business and **shall not be conducted in secret**”) (emphasis added) and (5) the leading state case on open meetings, Dorrier v. Dark, 537 S.W.2d 888 (Tenn. 1976).<sup>2</sup> Despite these misrepresentations to the court, evidenced in the

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<sup>1</sup> Tenn. const. Art. 11, sect. 16, says The declaration of rights hereto prefixed is declared to be a part of the Constitution of the state, and shall **never be violated on any pretense whatever**. And to guard against transgression of the high powers we have delegated, we declare that **everything in the bill of rights** contained, is excepted out of the general powers of the government, and shall **forever remain inviolate**. [emphasis added]

<sup>2</sup> The Tennessee supreme court says the purpose of the open meetings act is to open government operations broadly to public interest and presence.

false imprisonment, assault or trespass upon the enjoyment of the press to an open meeting, they indicate the court must dismiss the complaint as barred by sovereign immunity, since they pretend to obey laws subject to this immunity.

10. The “official capacity only” defense misrepresents Tennessee law, and denies the possibility that state policy — as they pretend it to be by their design and intent — abrogates federally guaranteed rights under the 14th amendment and the 1st amendment applicable to state governments and state government employees.

11. “Plaintiff has sued Chief Justice Page, Mr. Crawford, and AOC Does in their official capacities,” (brief p. 5), the voluntary admission being that their actions are, from vantage of their offices, state policy, custom and usage.

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It is clear that for the purpose of this Act, the Legislature intended to include any board, commission, committee, agency, authority or any other body, by whatever name, whose origin and authority may be traced to State, City or County legislative action and whose members have authority to make decisions or recommendations on policy or administration affecting the conduct of the business of the people in the governmental sector.

Dorrier v. Dark, 537 S.W.2d 888, 892 (Tenn. 1976)

Dorrier marks the court’s defense of the open records law from an attack claiming that terms such as “governing body,” “public body,” “governmental” and the verb “to deliberate” are ambiguous, imprecise, undefined and unconstitutionally vague.

We are aware that the Open Meetings Act has far reaching implications, and that there are many well informed persons in addition to appellant who insist that in certain respects it is detrimental to the public interest that closed meetings cannot be held for certain deliberations and decisions.

Dorrier v. Dark, 537 S.W.2d 888, 895–96 (Tenn. 1976)

The court says some matters are subject to officials’ justly going into a closed session (nonpublic) — “meetings involving pending or prospective litigation, disciplinary hearings, promotion and demotion decisions, prospective land purchases, labor negotiations, etc.” — but that “it is the Legislature, not the Judiciary, that must balance the benefits and detriments and make such changes as will serve the people and express their will.”

The court indicates that benefits of open government activity under article 1, section 9, of the constitution far outweigh the “detriments” that occur when secrecy and privacy are not available.

12. Page and Crawford say “plaintiff does not assert that State Defendants are committing an ongoing violation of federal law” and that “[r]ather, he limits his allegations to one arrest at a judicial conference” (Page/Crawford brief, p. 6). This statement is factually wrong. It misleads the court evidenced by the fact of the “relief sought” section at complaint p. 12, to the ongoing violation of federal law needing, at least, immediate equity relief, allowed pursuant to federal statute, for the irreparable harms being caused under color of state authority, and evidenced by the complaint.
13. But these irreparable harms to protected fundamental rights, or to their enjoyment are universally against law. The harms are imposed by two administrators under the “pretense” prohibited in Tenn. const. art 11, sect. 16, and prohibited by the federal first amendment barring the federal congress and pursuant to the 14<sup>th</sup> amendment to the U.S. Constitution, the states (Tennessee) from making law “abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the government for a redress of grievances,” if the Tennessee constitution providing the same protection were not enough, or to remove these defendants acting under color from within the scope of any lawful agency.
14. The attorney general says repeatedly plaintiff is suing “Chief Justice Roger Page.” This identification is erroneous. Plaintiff is suing Roger Page in his managerial, administrative and employment capacity as AOC overseer. Plaintiff expresses and has no intention of suing him as a judge or in any judicial authority or capacity. Plaintiff gives Page an eight-page legal notice dated Oct. 18, 2021, sent by certified U.S. mail, addressing him solely in is ministerial, administrative and managerial capacity. His filings say nothing indicating otherwise. To misrepresent the case in this way is improper, and possibly sanctionable.
15. Defendants operate a **long-term and never-before challenged fraudulent secrecy shield** of their work as judges, in violation of state and federal law. The defendants’ operative *offensive* mechanism is a false imprisonment and false arrest operation to seize

any member of the public listening in on their continuing education of public interest and concern. The complaint claims an ongoing illegal policy at AOC at defendants' direction which needs to be enjoined, the relief provided in federal law; it seeks,

orders prohibiting of all future policies, programs, customs and usages that violate the first amendment of the U.S. constitution" and that defendants' "Feb. 1, 2022, policy, No. 3.04, 'Subject: Attendance at AOC Conferences,' \*\*\* be ruled unconstitutional, null and void, and that defendants be commanded, or any subsequent authority, to halt abuses like those complained of in this case.

Complaint pp. 12, 13

16. These demands arise because the Page/Crawford false imprisonment policy continues today in sturdy written form, in their pretended official capacities, to serve ongoing breach, harm, wrongdoing and abuse in pretended lawful policy.
17. The court has subject matter jurisdiction under Rule 12(b)(1) because the case presents federal rights issues abused by two parties acting outside their offices, under mere color of office of state while in their private persons, to harm plaintiff. The court is the proper venue in which to petition for grant of relief under Rule 12(b)(6) because evidence enumerated in the complaint, with supplement exhibits below, shows them to be the proximate harm complained of, and that they are parties able to give redress for damages and able to give equity relief from future irreparable harm upon press member claimant covering the Tennessee judicial conference.
18. Page and Crawford claim immunity by misrepresenting the action as targeting them only in official capacity. The 14th amendment applies the bill of rights to states and their agents, and they cannot justly abrogate federal 1st amendment rights. There is no immunity, in this regard, otherwise the protected enjoyment is a nullity.
19. Plaintiff demands the court not let them escape as defendants in the interest of equity and justice, and consider them under suit as men, as souls wrapped in bodies (as C.S. Lewis says) in person and flesh apart from office, as necessary, to secure them for examination

by the jury as to facts in dispute or recompense due. The obligations and duties of any state office do not allow such conduct but for fraudulent affront or pretense. Equity principles require in keeping status quo the immediate protection of the fundamental rights deprived by defendants in whatever capacity.

20. No court in Tennessee could hear this case impartially, as Roger Page, overseer of AOC, is defendant; hence the only venue available for relief is the U.S. district court middle Tennessee district.

21. If this cause does not cross its way into the court under § 1983 or § 1985, petitioner asks the court to declare which other law applies to give the court jurisdiction, or to declare what other principle might apply to allow the case to proceed. Plaintiff has real harms and rights in equity, allowing an amendment. Defendants' liability is not limited to § 1983 and § 1985, laws that are guidelines and not dispositive of plaintiff's right to remedy.

## City of Franklin

22. City of Franklin demurs against plaintiff's claims by suggesting it is not responsible for its employee, that no coordination exists between Officer Orange's arrest practices and city policy, that violation of Tennessee statute and constitution don't create or establish a recognizable and actionable federal right.

### **Official false imprisonment policy, custom, usage**

23. The complaint fails to state a claim, lacks sufficient factual allegations to withstand its motion to dismiss, presents no facts to warrant a § 1983 claim, the city claims, p. 5. It says the complaint is insufficiently factual and "completely conclusory" connecting Orange acts to city ordinance. "The instant complaint does not sufficiently plead that Plaintiff suffered any injury arising from an unconstitutional policy or custom of the City of Franklin" (p.5). It wants plaintiff to have provided more "sufficient factual allegations"

regarding the city's "misrepresentation" of the law, and makes other claims describing a complaint not filed.

24. Defendant city says the complaint is insufficient and that plaintiff fails to "put the municipality on notice of the plaintiff's theory of liability" (brief, p. 4). The city says the complaint does not sufficiently plead that Plaintiff suffered any injury arising from an unconstitutional "policy or custom" of the city (brief, pp. 4, 5). The city says the complaint's wording touching on its violation of T.C.A. § 40-7-103 to affect its federal rights breach is "completely conclusory and unbuttressed by any specific factual allegations" under Section 1983. Secondly, the city says complaint's claims about § 40-7-103 is "unbuttressed by sufficient actual allegations" (brief p. 5).
25. If any of these claims are true, plaintiff reserves the right to amend the complaint so as to give further notice as to its position. The brief cites a case that, it appears, supports plaintiff. "Plaintiffs seeking to impose § 1983 liability on local governments must prove that their injury was caused by 'action pursuant to official municipal policy,' which includes the decisions of a government's lawmakers, the acts of its policymaking officials, and practices so persistent and widespread as to practically have the force of law." Connick v. Thompson, 563 U.S. 51, 131 S. Ct. 1350, 1354, 179 L. Ed. 2d 417 (2011).
26. This case is based on wrongdoing prompted by "official municipal policy" described in the Connick citation. False imprisonment and false arrest, in view in this lawsuit, are an ordinance-based practice, "persistent and widespread as to practically have the force of law." The city codifies in ordinance tortious acts that deny people alleged to have committed a misdemeanor crime their right to have judicial review and a warrant *before* the officer touches the person.
27. Had Orange served a city with an accurate ordinance, he would not have laid a hand on plaintiff, and no false imprisonment or false arrest would have been committed. The complaint's reference in ¶ 34 to "Defendant's rejection of state law and ordering officers



to make arrests without the required warrant is a harm” is factual, as ordinances are orders.

28. The public record of Franklin’s ordinance and its contradiction to Tennessee code is as follows.

- a. The city establishes an arrest regime that the Tennessee constitution and state law prohibit by requiring many types of arrest to get a nod from an impartial judicial officer, i.e., *before* officers lay hands and shackle upon the citizen, issuance of an arrest warrant by judge or magistrate.
- b. The city’s false imprisonment policy is at city municipal code Sec. 6-109. It contradicts Tennessee law at T.C.A. § 40-7-103. City code requires officers to perform one test for a warrantless misdemeanor arrest. State law requires two tests, as in the circumstance of this case.
- c. The ordinance describes three sorts of arrest: (1) with a warrant in hand, (2) if the officer believes a felony has been committed, or (3) “Whenever **an offense is committed** or a breach of the peace is threatened in the officer’s presence by the person” (emphasis added). The ordinance omits the word “public” to describe offense. Omitting the word “public” voids the statute and creates a general warrants system where an officer can arrest a person in his presence at any time without a warrant.
- d. State law § 40-7-103 gives two tests for warrantless arrest in a suspected misdemeanor offense. “An officer may, without a warrant, arrest a person: (1) For a public offense committed or a breach of the peace threatened in the officer’s presence[.]” The misdemeanor that is arrestable without a warrant is a “public offense,” not just any offense occurring within the officer’s presence. A public offense is one in the nature of a “breach of the peace.” **EXHIBIT No. 2.**

- e. Plaintiff reserves the right to argue the nature of “public offense” as a matter of law by brief or oral arguments, if there is any dispute about public offense being a subcategory of “offense” or any dispute that omitting the word “public” means that city officers can arrest any person at any time for alleged misdemeanor offense without a warrant, creating a scheme of general warrants.<sup>3</sup>
- f. **EXHIBIT NO. 3** is a link to the bodycam of defendant Orange. It depicts an encounter between press and police that does not rise to the level of a public offense, even admitted by one of the officers in Orange’s presence. State law requires that the officer obtain a warrant first, to avoid mistakenly falsely imprisoning the person before him. Probable cause is a judicial determination, and constitutional law takes interest in protecting innocent members of the citizenry, putting authority for arrest with impartial judges to be exercised prior to the citizen’s being apprehended. The video shows plaintiff putting the officer on notice about the claims of T.C.A. § 40-7-103, telling him to get a warrant because the plaintiff’s refusal to leave the conference room, where he is sitting by right of press and law, is not a “public offense” nor a “breach of the peace threatened,” per § 40-7-103, which otherwise requires judicial approval of the alleged wrong beforehand.
- g. Officer Orange, evidence shows, follows his training and city ordinance. Standing near plaintiff, he voices his thoughts about the test required to affect an on-spot

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<sup>3</sup> General warrants are outlawed.

► The U.S. 4th amendment says “no *Warrants shall issue, but upon **probable cause, supported by Oath or affirmation, and particularly describing the place to be searched, and the persons or things to be seized.***” (*emphasis added*)

► Tenn. const. Art. 1, sect. 7. “That the people shall be secure in their persons, houses, papers and possessions, from unreasonable searches and seizures; and that **general warrants**, whereby an officer may be commanded to search suspected places, without evidence of the fact committed, or to **seize any person or persons not named**, whose offences are not **particularly described and supported by evidence**, are dangerous to liberty and ought not be granted.” (*emphasis added*)

warrantless arrest. He concludes that since the offense is occurring in his presence, he can justly make an arrest. His conclusion follows city ordinance, training and policy. The harm of the step redounds on him, William Orange, and on his employer for breach of plaintiff's federally guaranteed press and liberty rights.

h. Plaintiff is sitting in the Tennessee judicial conference rented room by right, as a matter of law, such right established by Williamson County sessions court judge M.T. Taylor. The court determines at a 70-minute Dec. 14, 2021, hearing with two witnesses (firstly, Orange, and, secondarily, radio station bureau chief Christopher Sapp), that there is no lawful basis for plaintiff's having been imprisoned or arrested.

i. The finding that plaintiff commits no criminal trespass means he had — and *has* — a right to be in the Embassy Suites conference venue at any future judicial conference for press and public purposes. The court's determination of "no probable cause" shows the city by policy breaches federally guaranteed press rights in this case.

29. Appendix at **EXHIBIT NO. 4** shows the criminal citation for criminal trespass, the dismissal order Dec. 13, 2021, by Judge Taylor, and the expungement order. This documentation is a legal record of abuse and harm chargeable to city of Franklin and Orange. Had the officer *disregarded* and *disobeyed* the ordinance — had he consulted with a magistrate at the jail and been denied a warrant — Officer Orange would have seen he has no lawful authority to imprison plaintiff, seize him and arrest him for exercising federally protected and protectable press and other rights, and would not have done such act.

## **Tort liability defense**

30. The Tennessee Governmental Tort Liability Act, argued in brief p. 7, offers no cover to the city from liability for harm to plaintiff by its agent Orange.
31. TGTLA makes the city liable for two types of harm, and immune in one type of harm. The city is liable as under two tests,

### **City liable**

- a. The “injury proximately caused by a negligent act or omission of any employee within the scope of his employment.”
- b. The employee follows policy, established custom or law. “While municipalities may not be held vicariously liable under § 1983 for actions of their employees, they may be held directly liable for constitutional violation committed through municipal policy or practice. \*\*\* Municipalities may be held liable under § 1983 when injury inflicted is result of government's policy or custom, whether made by its lawmakers or by those whose edicts or acts may fairly be said to represent official policy; in addition, there must be direct causal link between policy and alleged constitutional violation such that municipality's deliberate conduct can be deemed moving force behind violation.” 42 U.S.C.A. § 1983. Stone v. City of Grand Junction, Tenn., 765 F. Supp. 2d 1060 (W.D. Tenn. 2011). “Although we hold that the employee’s conduct fell within the scope of his employment, his operation of the equipment constituted the intentional tort of assault rather than negligence. The governmental entity cannot, therefore, be held liable under the Act absent proof of its negligent supervision. The judgment of the Court of Appeals is reversed as to the governmental entity, and the cause is remanded to the trial court for entry of judgment against the employee.” Hughes v. Metro. Gov't of Nashville & Davidson Cnty., 340 S.W.3d 352, 355 (Tenn. 2011)

**City not liable (immune)**

32. The city is immune under one TGTLA test: When “injury proximately caused by a negligent act or omission of any employee within the scope of his employment

*except if the injury arises out of \*\*\* (2) False imprisonment pursuant to a mittimus from a court, false arrest, malicious prosecution, intentional trespass, abuse of process, libel, slander, deceit, interference with contract rights, infliction of mental anguish, invasion of right of privacy, or civil rights.”*

Tenn. Code Ann. § 29-20-205 (emphasis added).

33. City of Franklin pleads immunity under the test immediately above. Meaning, it offloads liability for the injury on the person of William Orange, its employee. (The city and Orange appear to be represented by separate attorneys.)

34. This case does not fall under the TGTLA test in ¶ 32 above, and the city is not immune from suit. Complaint makes no claims about negligence or omission by Orange. It alleges facts indicating he takes orders from city ordinance in making arrests as in this case. See complaint ¶ 22.<sup>4</sup> No defendant hints that a reporter’s sitting quietly at a table is a “public offense” or a “breach of the peace threatened,” per T.C.A. § 40-7-103; Orange has a duty to investigate and lay out his case before a magistrate or judge before disturbing plaintiff’s enjoyment of his federally protected rights. That would have saved plaintiff his injury and harm, and spared Orange the grief of litigation.

35. Orange obeys city ordinance and acts under his employer’s orders in what the lawsuit exposes as a system of general warrants.

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<sup>4</sup> Complaint graph. 22: In a sixth instance of breach of rights and imprisonment, in injury atop of harm, Orange acts without first obtaining a warrant for an imprisonment and arrest that, to be lawful and not on his personal whim or pretended authority, must obey Tenn. const. Art. 1, sect. 7, warrant requirement, and T.C.A. § 40-7-103, warrantless arrest, grounds, which latter ordains he may arrest an alleged misdemeanor only if he commits a “public offense” in his presence, a two-part test that if met lets him exercise of lawful arrest authority without a warrant.

36. Given Williamson County has a magistrate on duty at the jail to issue warrants, plaintiff would not have been arrested **but for** the misrepresentation of T.C.A. § 40-7-103 rule in city ordinance that Orange obeys, an approved policy and plan for abuse of due process rights by false imprisonment without probable cause.

### **Sufficiency of complaint issue**

37. The complaint states the employer is “responsible for [Orange’s] training in the assertion of police power and the claims of city ordinance,” that its “code, policies, rules, customs and usages are required to conform” with state and federal law and that the city “must abide by the criminal statutes and procedures” (complaint ¶ 32). The city must “train its agents and officers in conformity with the law” (¶ 32), specifically to secure just arrest and imprisonment by obeying T.C.A. § 40-7-193. Complaint ¶ 34 says the city “[rejects] state law and [orders] officers to make arrests without the required warrant” by, in ¶ 36, “allowing, under color, its agents to make all arrests without a warrant” in breach of the constitution. To say the city rejects and misrepresents the law may be conclusory. But the reference is to city arrest policy, based on published and widely known city ordinance, a point discernible in the complaint. A reference to T.C.A. § 40-7-104 and its claims upon the city is at complaint ¶ 46(c)(2), injunction.
38. Orange and the city would have avoided false imprisonment and false arrest had the city accurately copied § 40-7-103 in its ordinance. The court’s role protecting federal rights is a constitutional imperative to prevent such harm under color of law to innocent citizens.
39. Under a nonfraudulent and lawful ordinance, Orange would have acted differently Nov. 6, 2021, and likely would not have harmed plaintiff.
- a. Orange makes thorough investigation of plaintiff’s claim to be present by right.
  - b. He reviews plaintiff’s legal position secured by copies of the constitution, open meetings act, a key Tennessee court case, correspondence with AOC, his legal notice to Page – documents plaintiff has on his person, ready to produce.

- c. Orange quits the scene, goes to the county jail where he gives legal documents and eyewitness testimony to a Williamson County judge or magistrate, soliciting an arrest warrant.
- d. He returns to the scene without a warrant, given that in this case there is no probable cause for ultimate arrest of journalist plaintiff, as judicially determined Dec. 14, 2021.
- e. Officer Orange tries to exercise a peacekeeping role, helps the parties reach a settlement on plaintiff's press rights and the judges' interest in secrecy in violation of the federal 1st amendment and state law.
- f. Williamson County general sessions judge M.T. Taylor is spared a criminal trespass hearing Dec. 14, 2021, featuring plaintiff as criminal defendant in which actual case he finds no probable cause for Orange's imprisonment and arrest of plaintiff.

40. Plaintiff's cause for false imprisonment and false arrest doesn't rely on the city's ordinance being in violation of state law in this § 1983 action. This falsification of law by city ordinance is part of the lawsuit in plaintiff's interest in injunctive relief to benefit himself and others in like station in future encounters with Franklin police.

41. The erroneous ordinance, which is a matter of public record and public knowledge, shows that TGTLA, cited above, gives no defense and that abuse in this case is part of a long pattern of abuse of the populace. Claimant's federally protected rights are in view in past harm; future protectable rights are in view with his petition for injunction to protect him on return to Franklin. The city arrives at its breach of federal rights by misstating state law and preventing the arrest warrant due process from giving him protection from false imprisonment and false arrest. The city's ordinance prohibits a federal rights safeguard from shielding plaintiff in guaranteed speech, press and other rights.

42. If the court deems the complaint's grounds and notice regarding the city's role in the case falling short, plaintiff reserves the right to amend for clarity or sufficiency, under direction.

## **Franklin 1985 conspiracy count**

43. This section regarding § 1985 addresses defendants Page and Crawford, as well as the city, on account of the AOC defendants' brief giving a sovereign immunity defense, saying little about the federal civil rights law except as to timely filing requirements.
44. Plaintiff is a member of a class of people whom the city and co-conspirators intend to oppress as a group. The lead conspirators in this lawsuit are state government employees Page and Crawford, whose false imprisonment policy is directed specifically at members of the press as a constitutionally protected class. Plaintiff seeks to exercise federal 1st amendment rights piercing Tennessee courts' secret doings outside of law and its educational program. The policy targets any member of the public who wants to attend a judicial conference by right. Press members are a leading element among citizens to want to attend these educational and policy conferences. The defendants know from the beginning of the confrontation plaintiff is a press member, bodycam evidence shows. Officer Orange (thusly, the city) discusses the situation as a press issue. Atrium manager Lisa Hegwood ignores warnings by plaintiff and radio mid-state bureau chief Sapp they are press members; Sapp urges her to obtain legal counsel before commanding arrests, video shows.
45. The § 1985-connected class-based animus in this case is against members of the press, the defendants of which make war on the laws protecting them. Regardless of the federal civil rights law, plaintiff's calling as press members claims unique constitutional (see ¶ 67, below) if not statutory, protection. Tenn. const. art. 1, sect. 19 says "[t]hat the printing press shall be free to every person to examine the proceedings of the Legislature; or of any branch or officer of the government, and no law shall ever be made to restrain the right thereof." Without conflict, federal const. amendment 1 also gives this classification of citizen high protection, "Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press."



46. The 14th amendment, applicable to the state, imposes obligation and constitutional waiver of immunity to violations of federal constitutional matters. Any immunity a court extends to the state would make U.S. and Tennessee constitutionally guaranteed protections to the press a nullity.
47. Defendants admit they do not intend to recognize the protected class in this case. Video evidence shows they falsely imprison plaintiff and his midstate bureau chief Christopher Sapp, both of and solely representing the press, the only protected class that day deprived, assaulted, and ousted by the defendants working in concert under color of law, or in some form of agreement.
48. Contrary to their misrepresentation, defendants Page and Crawford in violation of state laws, under color, injure enjoyment of federally protected rights of the protected class to thwart “the publication of papers investigating the official conduct of officers, or men in public capacity, the truth thereof may be given in evidence” (Tenn. const. art. 1, sect. 19) of special public interest.
49. The two AOC people in this case act with animus — with “mind; intention; disposition; design; will” (*Black’s Law Dictionary*, Rev. 4th ed.) — against the law. They are under oath or terms of state employment and they make deliberate war against the people and the law, in treason to it. Such acts are nothing less than animus and disposition. They took an oath, then they violate the law of the oath they took.
50. The city involves itself willingly and willfully, through its agent defendant Orange under color enforcing municipal policy contrary to state law to deprive protected class rights without warrant and never avoiding doing so.
51. Evidence will show Franklin and its agent know in their first encounter plaintiff is a reporter exercising his rights and agree with principals in the conspiracy to harm him, despite notice to city officers that they dare not tread on constitutionally guaranteed

activities and ought to get a warrant before laying hand on plaintiff. False imprisonment is not known to require the plaintiff being physically touched to prevail, but evidences, in part, further willful intent.

## Atrium Hospitality

52. Atrium is the sole non-government actor defendant in this case. In two ways it assumes liability for harms alleged. (1) Its rental contract with AOC immunizes the court administrator for harms of the sort evidenced by the complaint, and, (2) beyond mere reception clerk and without seeking facilities administration for legal advice, its hotel manager executes the contract upon plaintiff in directing his arrest, simultaneously agreeing to be responsible to represent and be proxy for AOC as the aggrieved party demanding plaintiff be arrested and directing his imprisonment as he remains seated at the conference room table, laptop computer open ready to report, per right.

### Contract with AOC

53. The Atrium contract ties the company to this lawsuit. It's a six-page agreement with AOC, inked Nov. 12, 2019, by AOC general counsel Rachel Harmon and Nov. 13, 2019, by Atrium senior sales manager Kymberlie Kirk. **EXHIBIT No. 5.** The parties cross out boilerplate language that indemnifies Atrium. The redactions put Atrium into liability in this cause. The stricken language, initialed by defendant Crawford, states:

The group [client] shall indemnify, defend and hold harmless and Atrium Hospitality LP and their respective officers \*\*\* from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively 'claims') arising out of or caused by the Group's and/or its attendees', members', agents', employees', independent contractors', or exhibitors' negligence, including but not limited to claims arising out of the Group's distribution of pre-keyed room key cards, \*\*\*

(Contract p. 5, ¶ 7).

54. Atrium accepts liability for “[negligent]” acts of parties associated with the AOC event, including “attendees” and “members.” Plaintiff for press purposes attends the conference, per right, so might be categorized as an attendee. Atrium absorbs liability for “claims, damages to persons” arising from the Tennessee judicial conference.

### **Manager as agent administering contract**

55. Mrs. Hegwood administers Atrium’s contract with AOC in demanding police arrest plaintiff and order journalist Sapp out of the room, falsely imprisoning both men apart from their liberty rights.
56. Simultaneously, Hegwood carries AOC’s pretended grievances against two journalists, demands they leave, says they will be arrested if they don’t, bodycam video shows. Such demand violates state and federal law binding on Page and Crawford requiring they create a safe space at the Atrium conference room for the enjoyment of press rights, with Hegwood a material instrumentality in their tort.
57. AOC officials appear to mislead Atrium agent Hegwood as to the legal authority to aggrieve the journalists; the contract effectively puts a state of Tennessee easement on the conference rooms and area, converting private property into public property, in the public interest, the radio reporters said repeatedly, according to bodycam record.
58. Plaintiff believes it’s not his duty at trial to prove whether Atrium through onsite manager, Mrs. Hegwood, acts knowingly and intentionally, or negligently. Whichever, Atrium intervenes in the dispute between press member plaintiff and AOC supervisors Page and Crawford.
59. The contract admits Atrium liable for *negligent* acts by any party connected with the judicial conference. The Orange bodycam cited in the exhibit shows Mrs. Hegwood on the phone with an AOC counsel Harmon after which Mrs. Hegwood stands forth as the

offended party to “trespass” plaintiff and reporter Sapp. As noted in the complaint, “Hegwood demands without lawful basis he depart, and directs Orange to arrest plaintiff, whom she alleges, without more than the bare accusation, is a trespasser on private property,” complaint ¶ 19.

60. Her demands upon the two reporters are not acts of negligence, but *instrumental* to the AOC conspiracy against press rights as a class, and *intentional*. Atrium is bound into the case because of the Atrium agent’s evident failure, per bodycam footage, to obtain legal counsel and to act against plaintiff without a legal reason or probable cause, and her acceptance of an active part in his arrest.
61. Nothing in the contract obligates Atrium or its employees to participate in the unlawful and illegal acts of Page, Crawford, Orange or city of Franklin. Mrs. Hegwood is unlike the hotel clerk who calls police with a lodger’s driver’s license in Roberts v. Essex Microtel Associates, II, L.P., 46 S.W.3d 205 (2000), cited by Atrium, p. 7, nor the shoplifting-alleging store staff in Mays v. Freds’s Inc., 2000 Tenn. App. Lexis 10, 2000 WL 53082, who call police.
62. The complaint describes not harms or negligent acts by plaintiff, but intentional acts by Atrium, not denied or avoided in its brief. The details are believed sufficient to keep Atrium in the case.
63. Atrium participates in an oppressive act upon a legally special class constitutionally protected and shielded under two constitutional bills of rights, at least one of which is enforceable in this court through 42 U.S.C. § 1985 or other laws.
64. Its motion to dismiss should be denied.
65. Atrium’s attorney should be sanctioned for the frivolous citation, p. 10, to Starkey v. Staples, Inc., No. 3:13-0433, 2014 WL 1278670, at \*1 (M.D. Tenn. Mar. 31, 2014), with its *pro se* plaintiff references to “‘without prejudice’ purgatory,” “magic words,” and the

“right to actually stand before a judge in this federal court through payment in blood by his United States ancestors” via a “Motion for Court Hearing Before Article III Federal Judge,”” This cite is intended to defame plaintiff and prejudice the court.

66. If the defendant is asserting with its unwarranted reference to Starkey in a defamatory and back-handed way to prejudice plaintiff's good faith effort, that this United States district court, known as a legislative court, is not competent to hear this matter, plaintiff trusts the court, pursuant to its duty to do equity and justice, will transfer the case to the constitutional court of competent jurisdiction over matters of Article III import. Plaintiff understands the court of appeals for the federal circuit advertises Article III competence. Otherwise, reference to Starkey evidences the ongoing invidious nature guiding the acts or omissions and defenses of the defendants in their intention to evade justice.

67. If plaintiff has insufficiently provided statements of fact or law to establish Atrium's role in this case, petitioner asks leave to amend the complaint under direction.

### **Dismissing Doe plaintiffs**

68. Plaintiff drops the John or Jane Does in AOC that might be involved in his arrest, and dismisses this part of his complaint.

## **Conclusion**

69. The only two people falsely imprisoned and/or arrested by defendants in this case are members of a constitutionally identified and protected class. *One hundred percent of the people* injured by defendant Page's and defendant Crawford's false imprisonment policy are press members. These two defendants are men who claim immunity while they violate their oath of office or terms of employment in conducting the six annual iterations of the annual Tennessee judicial conference, keeping them locked to the public, and arresting press members who attend.

70. Secrecy of educational and policy gatherings is a state employee-hoarded illicit treasure. AOC defendants guard this loot with the barking junkyard dog of a false imprisonment and false arrest policy, put into action Nov. 6, 2021, (complaint ¶ 46(c)(1)) against plaintiff and colleague with the aid of codefendant city of Franklin, Officer Orange and Atrium Hospitality, each with his or its own motives, none of which plaintiff has burden of arguing or proving at trial.

71. However they arrived to act in conspiracy, each party in this lawsuit did so in a meeting of the minds as to the offending radio reporters and the need to falsely imprison and/or arrest them, and each party with his or its own impelling internal necessity or interest in so doing, to plaintiff's harm..

72. Plaintiff demands these three defendant motions to dismiss be denied.

Further affiant sayeth naught.

Respectfully submitted

David Jonathan Tulis

David Jonathan Tulis

STATE OF TENNESSEE, COUNTY OF Hamilton — I, the undersigned notary public, do hereby affirm that David Jonathan Tulis is present before me on the 31<sup>st</sup> day of January 2023, and signs this affidavit as his free and voluntary act and deed.

Charlotte G. Olson

(notary public)

My commission expires  
07/07/2024



# Appendix

**EXHIBIT NO. 1** — True and accurate photocopies of proof of service of complaint, 1 pp [ Please see attached ]

**EXHIBIT NO. 2** — Copy of city of Franklin Ordinance & copy of Tenn. Code Ann. § 40-7-103

## Municipal code, Franklin, Tenn.

The city code's requirements as to police officer arrest powers are as follows:

### **Sec. 6-109. - When police officers to make arrests.**

Unless otherwise authorized or directed by this Code or applicable law, an arrest of the person shall be made by a police officer in the following cases:

- (1) Whenever he is in possession of a warrant for the arrest of the person.
- (2) Whenever **an offense is committed** or a breach of the peace is threatened in the officer's presence by the person.
- (3) Whenever an officer has probable cause to believe that a felony has been committed and the person committed it.

All arrests made by officers of the Franklin Police Department shall be made in accordance with the **Constitution of the State of Tennessee** and the Constitution of the United States. (Ord. No. 97-60, 12- -1997) [emphasis added]

[https://library.municode.com/tn/franklin/codes/code\\_of\\_ordinances?nodeId=PTIIICOR\\_TIT6LAEN\\_CH1PODE\\_S6-104TECOME](https://library.municode.com/tn/franklin/codes/code_of_ordinances?nodeId=PTIIICOR_TIT6LAEN_CH1PODE_S6-104TECOME)

## Tennessee Code Ann. § 40-7-103

The power to affect an arrest without a warrant are as follows:

### **T.C.A. § 40-7-103. Warrantless arrest; grounds**

- (a) An officer may, without a warrant, arrest a person:

- (1) For a **public offense** committed or a **breach of the peace threatened** in the **officer's presence**; [emphasis added]
  - (2) When the person has committed a felony, though not in the officer's presence;
  - (3) When a felony has in fact been committed, and the officer has reasonable cause for believing the person arrested has committed the felony;
  - (4) On a charge made, upon reasonable cause, of the commission of a felony by the person arrested;
  - (5) Who is attempting to commit suicide;
  - (6) At the scene of a traffic accident who is the driver of a vehicle involved in the accident when, based on personal investigation, the officer has probable cause to believe that the person has committed an offense under title 55, chapters 8 and 10. This subdivision (a)(6) shall not apply to traffic accidents in which no personal injury occurs or property damage is less than one thousand dollars (\$1,000), unless the officer has probable cause to believe that the driver of the vehicle has committed an offense under § 55-10-401;
  - (7) Pursuant to § 36-3-619;
  - (8) Who is the driver of a vehicle involved in a traffic accident either at the scene of the accident or up to four (4) hours after the driver has been transported to a health care facility, if emergency medical treatment for the driver is required and the officer has probable cause to believe that the driver has violated § 55-10-401;
  - (9) When an officer has probable cause to believe a person has committed the offense of stalking, as prohibited by § 39-17-315;
  - (10) Who is the driver of a motor vehicle involved in a traffic accident, who leaves the scene of the accident, who is apprehended within four (4) hours of the accident, and the officer has probable cause to believe the driver has violated § 55-10-401; or
  - (11) Pursuant to § 55-10-119.
- (b) If a law enforcement officer has probable cause to believe that a person has violated one (1) or more of the conditions of release imposed pursuant to § 40-11-150, and verifies that the alleged violator received notice of the conditions, the officer shall, without a warrant, arrest the alleged violator regardless of whether the violation was committed in or outside the presence of the officer.
- (c) Unless a law enforcement officer has probable cause to believe that an offense has been committed, no officer, except members of the Tennessee highway patrol acting pursuant to § 4-7-104, shall have the authority to stop a motor vehicle for the sole purpose of examining or checking the license of the driver of the vehicle.



**EXHIBIT NO. 3** — Link to Officer William Orange's body cam. 1 hour 2 minutes.

<https://u.pcloud.link/publink/show?code=XZvKFuVZbvR6eKlxGFzPon3woShLFLJbjcay>

**EXHIBIT NO. 4** — Documents establishing plaintiff's legal status in warrantless arrest as innocent of false charge of criminal trespass leveled against him in action by defendants:

- A. Citation
- B. Dismissal order
- C. Expungement

[ Please see attached ]

**EXHIBIT No. 5** – Contract between Tennessee Administrator of the Courts and Atrium Hospitality, 6pp. [ Please see attached ]

## CERTIFICATE OF SERVICE

I hereby certify that on this 31st day of January, 2023, a copy of this document is being sent by first-class U.S. mail to each of the parties below at their address with sufficient postage to deliver this document, or is sent as digitally as attachment in an email.



---

David Jonathan Tulis

Mrs. Shauna R. Billingsley  
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109 Third Ave. South  
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[shauna.billingsley@franklintn.gov](mailto:shauna.billingsley@franklintn.gov)

Mrs. Gina S. Vogel  
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Attorney for John R. Crawford  
Atty Gen. Ofc.  
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Mrs. Lauren D. Rota, assistant attorney general  
Attorney for Roger Page  
Atty Gen. Ofc.  
P.O. Box 20207  
Nashville, TN 37202-0207  
[Lauren.Rota@ag.tn.gov](mailto:Lauren.Rota@ag.tn.gov)

# Exhibit 1

7022 0410 0002 2445 1118

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a> ®.	
Nashville, TN 37203	
Certified Mail Fee	\$4.00
Extra Services & Fees (check box, add fees as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$3.25
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$4.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$2.16
Total Postage and Fees	\$9.41
Sent To	US District Court Clerk
Street and Apt. No. or PO Box No.	719 Church St
City, State, ZIP+4®	Nashville TN 37379
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

**SENDER: COMPLETE THIS SECTION**

- Complete Items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

US District Court Clerk  
719 Church St  
Nashville TN 37203



9590 9402 7298 2028 9806 09

PS Form 3811, July 2020 PSN 7530-02-000-9053

7022 0410 0002 2445 1118

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature 	<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
B. Received by (Printed Name)	C. Date of Delivery 11/16/2022

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

3. Service Type	<input type="checkbox"/> Priority Mail Express®
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Registered Mail™
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail Restricted Delivery
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Signature Confirmation™
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Collect on Delivery	
<input type="checkbox"/> Collect on Delivery Restricted Delivery	

Domestic Return Receipt

## STATE OF TENNESSEE UNIFORM CITATION

Exhib 4A

209668

## COMPLAINT - AFFIDAVIT

COMPLAINT #

202109151

Franklin Police Dept.

I.D. NO.

TN0940100

VIOLATOR

THE UNDERSIGNED BEING DULY SWORN UPON HIS OATH DEPOSES:

NAME (FIRST) <b>DAVID</b>	(MIDDLE) <b>JONATHAN</b>	(LAST) <b>TU/15</b>	DATE OF BIRTH MO. <b>06</b> DAY <b>02</b> YEAR <b>59</b>	RACE <b>W</b>	SEX <b>M</b>
ADDRESS <b>10520 Brickhill Ln.</b>			TN RESIDENT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	SEAT BELT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
CITY <b>SODDY DAISSY</b>	STATE <b>TN</b>	ZIP CODE <b>37379</b>	SOCIAL SECURITY NUMBER		
DRIVER LICENSE NUMBER <b>061252193</b>	STATE <b>TN</b>	EXPIRATION DATE MO. <b>05</b> DAY <b>08</b> YEAR <b>21</b>			

VEHICLE

<input type="checkbox"/> OWNED <input type="checkbox"/> LEASED	NAME	ADDRESS	<input type="checkbox"/> MC <input type="checkbox"/> CMV <input type="checkbox"/> HAZ
<input type="checkbox"/> CARRIER			<input type="checkbox"/> ACCIDENT <input type="checkbox"/> MAT
DID UNLAWFULLY OPERATE/PARK A MOTOR VEHICLE:			
MAKE	MODEL	YEAR	COLOR <b>N/A</b>
LICENSE PLATE NUMBER		STATE	YEAR

LOCALE

UPON STREET/HIGHWAY AT OR NEAR <b>820 Crescent Court</b>	TRAVEL DIR. <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W	CITY/COUNTY <b>Franklin, TN</b>	HIGHWAY TYPE <input type="checkbox"/> E-L <input type="checkbox"/> 4-L <input type="checkbox"/> DIV. <input type="checkbox"/> 1-RD	AREA <input type="checkbox"/> SCHOOL <input type="checkbox"/> RES. <input type="checkbox"/> RURAL	<input checked="" type="checkbox"/> BUSINESS
---	--	------------------------------------	---	--	--

VIOLATOR

A FORESAID DID THEN AND THERE COMMIT THE FOLLOWING OFFENSE:

- 01 ☐ SPEEDING \_\_\_\_\_ MPH IN \_\_\_\_\_ SPEED LIMIT \_\_\_\_\_ ☐ ZONE ☐ PACING ☐ RADAR ☐ OTHER ☐ FAILURE TO YIELD
- 02 ☐ RECKLESS DRIVING ☐ 20 ☐ DUI BAC \_\_\_\_\_ 103 ☐ REGISTRATION LAW ☐ IMPROPER TURN
- 03 ☐ TRAFFIC CONTROL DEVICE 22 ☐ REV/SUS/CAN DL 393 ☐ CHILD RESTRAINT ☐ IMPROPER PASSING
- ☐ OTHER **39-14-405**

T.C.A. **39-14-405** ORDINANCE: **CRIMINAL TRAFFIC**

NARRATIVE

DEPT WAS OBSERVED AT ABOVE LOCATION WITHOUT AUTHORITY OR CONSENT. DEPT WAS ASKED AND INSTRUCTED TO LEAVE PREMISES. DEPT REFUSED AND HAD TO BE REMOVED BY EMS (COMPLAINED OF PAIN & HERNIA INJURY) DEPT STATED THAT HE WILL HAVE PROPERTY WHEN CITED & RETURNED.

THE UNDERSIGNED FURTHER STATES THAT HE/SHE HAS JUST AND REASONABLE GROUNDS TO BELIEVE AND DOES BELIEVE, THAT THE PERSON NAMED ABOVE COMMITTED THE OFFENSE HEREIN SET FORTH, CONTRARY TO LAW.

OFFICER

THIS **6<sup>th</sup>** DAY OF **NOVEMBER** 20**21** TIME **10:30** ☒ AM ☐ PM **P.O. W. OLANGE** **4431**

RANK OFFICER NAME (PRINT) BADGE/ID NO.

HAVING BEEN DULY SWORN, I DO HEREBY ATTEST THAT THE ABOVE IS A TRUE AND COMPLETE COPY OF THE ORIGINAL CITATION, AND THAT THE INFORMATION CONTAINED THEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SWORN TO AND SUBSCRIBED BEFORE ME THIS **6** DAY **NOV** 20**21** **W. OLANGE**

SIGNATURE OF OFFICER JUDGE/CLERK

COURT

IN THE **1<sup>st</sup> GENERAL SESSIONS COURT OF Williamson** NO. **917** IN THE CITY OF **Franklin** NO. **013**

**2<sup>nd</sup> JUVENILE COURT** COUNTY **Franklin** THE **14<sup>th</sup>** DAY OF **DECEMBER** 20**21** TIME **8:00** ☐ AM ☒ PM

**3<sup>rd</sup> FRANKLIN CITY COURT** ON **Tues** THE **14<sup>th</sup>** DAY OF **DECEMBER** 20**21** TIME **8:00** ☐ AM ☒ PM

NOTICE: FAILURE TO APPEAR IN COURT ON THE DATE ASSIGNED TO THIS CITATION OR AT THE APPROPRIATE POLICE STATION FOR ARRESTING AND PROCESSING WILL RESULT IN YOUR ARREST FOR A SEPARATE CRIMINAL OFFENSE WHICH IS PUNISHABLE BY A JAIL SENTENCE OF UP TO SIX (6) MONTHS AND/OR A FINE. I UNDERSTAND THE ABOVE NOTICE, AND THAT MY SIGNATURE IS NOT AN ADMISSION OF GUILT.

VIOLATOR'S SIGNATURE

**David Jonathan Tu**

COURT COPY

I, DEBBIE McMILLAN BARRETT, CLERK OF GENERAL SESSIONS COURT, WILLIAMSON COUNTY, TENNESSEE DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND PERFECT COPY OF THE ORIGINAL INSTRUMENT ON FILE IN THIS CASE.

State of Tenn vs David J. Tu

CASE # **Cite # 209668**

DATE **12-3-21** CLERK **Debbie Skum**



State of Tennessee vs. David Jonathan Tulis**Exhibit 4B**Court file # 21CP4946Charge Criminal Trespass

## JUDGMENT

( ) Dismissed ( ) Not Guilty ( ) No Contest ( ) Best Interest ( ) Nolle Prosequi ( ) Conditional Guilty Plea 40.35.31

( ) Costs and taxes to the Defendant

Found GUILTY of violation of T.C.A.

fined \$ \_\_\_\_\_, and sentenced to serve \_\_\_\_\_ months \_\_\_\_\_ days in the \_\_\_\_\_ County Jail (Class \_\_\_\_\_ Misd.

Eligible for work release (if available), furlough (if approved), trusty status and related rehabilitative programs after service of \_\_\_\_\_ % of the term of imprisonment.

Granted Judicial DiversionJail sentence suspended except \_\_\_\_\_ on condition of good behavior, payment of fines, costs and taxes and restitution of \$ \_\_\_\_\_ to \_\_\_\_\_ and

( ) no contact with \_\_\_\_\_

( ) no violent contact with \_\_\_\_\_

( ) supervised probation for \_\_\_\_\_ months \_\_\_\_\_ days

( ) not drive in Tennessee for \_\_\_\_\_ year(s)

( ) restricted license eligible or as determined by the Department of Safety and Homeland Security

( ) with an ignition interlock device installed on the defendant's vehicle

( ) completion of DUI school

( ) alcohol/drug evaluation within \_\_\_\_\_ and complete any recommendations

( ) domestic abuse/Batterers Intervention Program assessment within \_\_\_\_\_ and complete any recommendations

( ) anger management assessment within \_\_\_\_\_ and complete any recommendations

( ) \_\_\_\_\_ hours of community service \_\_\_\_\_

Conditions/Other \_\_\_\_\_

To report to serve on \_\_\_\_\_ at \_\_\_\_\_ am/pm.

Time served credit for \_\_\_\_\_ days \_\_\_\_\_ hours.

( ) I waive my right to a preliminary examination and agree for my case to be bound over to the Williamson County Grand Jury.

Defendant \_\_\_\_\_

Date \_\_\_\_\_

( ) Defendant bound over to Williamson County Grand Jury after ( ) preliminary hearing

( ) bail set at \$ \_\_\_\_\_ ( ) Defendant shall continue on current bond of \$ \_\_\_\_\_

( ) no probable cause found

( ) Appealed

DEBBIE McMILLAN, CLERK OF GENERAL  
SESSIONS COURT, WILLIAMSON COUNTY, TENNESSEE, DO  
HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND PERFECT  
COPY OF THE ORIGINAL INSTRUMENT ON FILE IN THIS CASE.

CASE # 21CP4946  
DATE 12-14-21

4 Day Rule Waiver - After being duly advised, Defendant waives right to a hearing within 14 days.

Defendant \_\_\_\_\_

Date \_\_\_\_\_

Judge \_\_\_\_\_

Defense Attorney ☐ Appointed ☐ Public Defender ☐ Retained

Date of Final Disposition

12-14-21

Judge \_\_\_\_\_

## ORDER FOR THE EXPUNGEMENT OF CRIMINAL OFFENDER RECORD (PL

Exhibit 4c

State of Tennessee vs David Jonathan Tulis Circuit Docket Number \_\_\_\_\_Date Original Case was filed in Clerk's Office 12-6-2021 General Sessions Docket Number 2021 CR 4946In the Franklin Court of Williamson County, Tennessee at FranklinOn the Motion or Petition of Defendant

## Defendant/Arrest Information:

<u>David Jonathan Tulis</u> Defendant (name used at time of arrest)	<u>WM</u> Race	<u>6-8-59</u> Sex	<u>11-11-2021</u> Date of Birth
<u>Franklin Police Dept</u> Arresting Agency	<u>11-11-2021</u> Date of Arrest		
<u>Criminal Trespass</u> Charge 1 (As shown on arrest fingerprint card)	OCA# _____		
Charge 2 (As shown on arrest fingerprint card)	SSN# _____		
Charge 3 (As shown on arrest fingerprint card)			

## Disposition Information:

<u>Final Charge 1</u>
<u>Final Charge 2</u>
<u>Final Charge 3</u>
<u>No probable cause found on 12-14-21</u> Final Disposition
<u>Diversion Date (if applicable)</u>

The defendant named above is entitled to have all PUBLIC RECORDS relating to the offenses listed above expunged according to the Tennessee Code Annotated provision marked below:

<b>Provision relating to Adults:</b> <input checked="" type="checkbox"/> Charge has been dismissed (T.C.A. § 40-32-101) <input type="checkbox"/> No true bill returned by Grand Jury (T.C.A. § 40-32-101) <input type="checkbox"/> Verdict of not guilty returned by jury (T.C.A. § 40-32-101) <input type="checkbox"/> Conviction which has by appeal been reversed (T.C.A. § 40-32-101) <input type="checkbox"/> Nolle Prosequi entered in case (T.C.A. § 40-32-101) <input type="checkbox"/> Successful completion of all probation provisions and proceedings against defendant have been discharged by the court (T.C.A. § 40-35-313) <input type="checkbox"/> Suspension of prosecution pursuant to T.C.A. § 40-15-105	<b>Provisions relating to Juveniles:</b> <input type="checkbox"/> Petition alleging delinquency not filed (T.C.A. § 37-1-155) <input type="checkbox"/> Proceedings dismissed after petition is filed or the case transferred to Juvenile Court as provided in T.C.A. § 37-1-109 (T.C.A. § 37-1-155) <input type="checkbox"/> Adjudicated not to be a delinquent child (T.C.A. § 37-1-155) <input type="checkbox"/> Child has reached eighteen (18) years of age and there is no record that he committed a criminal offense after reaching sixteen (16) years of age, unless such fingerprints were obtained on alleged charge which if committed by an adult would be a felony (T.C.A. § 37-1-155) <input type="checkbox"/> Passage of six (6) months from date of liquor law violations defined by T.C.A. § 57-3-412(a)(3)(c) or T.C.A. § 57-5-301(e)(3)
---	---

It is ordered that all PUBLIC RECORDS relating to such offense above referenced be expunged and immediately destroyed upon payment of all costs to clerk and that no evidence of such records pertaining to such offense be retained by any municipal, county, or state agency, except non-public confidential information retained in accordance with T.C.A. § 10-7-504 and T.C.A. § 38-6-118.

## APPROVED FOR ENTRY

Defendant/Attorney for Defendant _____	Entered this <u>14th</u> day of <u>May</u> 2022
District Attorney General _____	Judge _____



## GROUP SALES EVENT AGREEMENT

This **Group Sales Event Agreement** ("Agreement") is by and between **Administrative Office of the Courts** ("Group" or "you" or "your(s)") and, d/b/a **Embassy Suites Cool Springs** (the "Hotel" or "we" or "us" or "our"). Group and Hotel are each a "Party" and, collectively, the "Parties".

Especially Prepared for:		Event & Hotel Information:	
<b>Client Contact Name:</b>	John Crawford	<b>Name of "Event":</b>	TN Municipal Judges Conference 2021
<b>Title:</b>	Education Manager	<b>Date(s) of Event:</b>	Thursday, November 4, 2021 - Saturday, November 6, 2021
<b>Responsible Party (Company Name or Individual):</b>	Administrative Office of the Courts	<b>Post to Reader Board as:</b>	TN Municipal Judges Conferences 2021
<b>Address:</b>	Nashville City Center, Suite 600 511 Union Street	<b>Hotel Contact:</b>	Kymberlie Kirk
<b>City, State, Zip:</b>	Nashville, TN 37219	<b>Title:</b>	Senior Sales Manager
		<b>Property Address:</b>	820 Crescent Centre Drive Franklin, TN 37067
<b>Phone:</b>	(615) 741-2687	<b>Phone:</b>	(615) 515-5207
<b>Email</b>	john.crawford@tncourts.gov	<b>Email:</b>	kymberlie.kirk@atriumhospitality.com

**GUEST ROOM BLOCK AND RATES:** Once this Agreement is accepted, we will remove from our inventory and consider sold to you for your use guest room nights (i.e., sleeping rooms) pursuant to the following arrival and departure schedule (the "Total Contracted Rooms" or "Room Block").

Rates for your Event are confirmed as shown in the schedule.

### GUEST ROOMS and RATES

<u>TN Municipal Judges Conference 2021</u>					
		Thu 11/04/2021		Fri 11/05/2021	
		Rooms	Rate	Rooms	Rate
Run of House	S	130	\$155.00	130	\$155.00
	D	0	\$155.00	0	\$155.00
	T	0	\$165.00	0	\$165.00
	Q	0	\$165.00	0	\$165.00

Total Room Nights Agreed: **260**

All guest rooms are run-of-the-house unless otherwise set forth above. Guestroom types (kings, double/doubles, etc.) cannot be guaranteed and will be reserved on a first-come, first-served basis.

Room rates quoted above are non-commissionable, net rates, subject to tax, which is currently 9.75% but will be the tax rate in effect at the time of the stay. You confirm that you have dealt directly with us, and have not used any person or service entitled to a commission.

### SPECIAL CONCESSIONS

- Complimentary Hospitality Suite and connecting King Suite for 11/4-6/2021. Group is permitted to bring own food and beverage into the Hospitality Suite
- Complimentary Guest room internet
- Discounted Meeting Room Wi-Fi at \$225.00 for duration of event



### ROOM RESERVATION PROCEDURES

In order to assign specific room types to your attendees, each guest room in your Room Block must be confirmed no later than Tuesday, October 5, 2021 ("Reservation Due Date"). The Hotel has no obligation to provide room nights beyond those contained in the Room Block.

### Rooming List

In order to assign individuals to specific rooms, room reservations will be required. A rooming list is required in order to facilitate your attendees' accommodations, and it must be provided to the Hotel by Reservation Due Date. This list should include guest name, home or business address, email address (if any), requested type of room, requested bed type (i.e. king, double/double, queen, twin or suites) check-in and check-out dates, preference for smoking or non-smoking room, and VIP status. Any requests for special room arrangements should be indicated on the rooming list. The Hotel does not confirm reservations to the individual in writing.

After Reservation Due Date as described above and prior to your arrival date, all room nights which have not been reserved as described above will be deemed to be room nights which your group will not use, and they will become subject to the attrition provisions herein. Such room nights will at that date be returned to the Hotel's general inventory. Reservation requests from your attendees received after Reservation Due Date will be accepted on a space available basis, at the higher of the contract rate or rate available at that time. Should such requests be accepted, such room nights will be credited to your block for purposes of any calculation of attrition.

### CHECK-IN / CHECK-OUT

Guest accommodations will be available at 4:00 PM on arrival day and reserved until 11:00 AM on departure day. The Hotel would appreciate receiving flight arrival times for your group, if available. Any attendee wishing special consideration for late checkout should inquire at the front desk on the day of departure. Should the Hotel allow for late check-out, it may impose a half day rate.

### GUEST ROOM CHARGES

**Room only charged to Master Account:** You will be paying your Event guests' room and tax. Accordingly, all such charges incurred by Event guests will be charged to your Master Account. In order to be able to access the ancillary services of the Hotel, each guest will be required to present a valid credit card upon check-in, on which an amount of sufficient pre-authorization can be obtained to cover any charges for the guest's use of the Hotel's ancillary services. Should any guest not settle his or her account in full upon departure, you will be responsible for the outstanding balance (which may be added to your Master Account or billed to you separately).

### MEETING REQUIREMENTS

Though we usually charge for usage of our function space, the Hotel will provide all of the function space you require in accordance with the Schedule of Events described below on a complimentary basis (*excluding exhibit charges*) in recognition of the revenue we anticipate we will derive from the provision of room nights and food and beverage services and ancillary services in connection with your Event. The Hotel reserves the right to adjust function space at the reservations due date if attendance projects lower than contracted. Please ensure that the schedule below includes all space necessary to accommodate your set-up and break-down times, all audio-visual needs, head tables and displays. Charge for Table top exhibits is \$35.00 per day.

### SCHEDULE OF EVENTS

Date	Time	Event Class	Room	Setup	AGR	Rental
Thu, 11/04/21	1:00 PM - 5:00 PM	Break	Birch Foyer	Existing Setup	30	\$ .00
Thu, 11/04/21	1:00 PM - 5:00 PM	Registration	Birch Foyer	Registration	4	\$ .00
Thu, 11/04/21	1:00 PM - 5:00 PM	Setup	Birch-Hickory-Maple-Oak	Classroom	200	\$ .00
Thu, 11/04/21	3:00 PM - 11:00 PM	Hospitality	Hospitality Suite	Existing Setup	30	\$ .00
Thu, 11/04/21	5:00 PM - 8:30 PM	Meeting	Iris	Conference/Boardroom	25	\$ .00
Thu, 11/04/21	5:00 PM - 8:30 PM	Meeting	Magnolia	Conference/Boardroom	25	\$ .00
Fri, 11/05/21	7:00 AM - 9:45 AM	Break	Birch Foyer	Existing Setup	150	\$ .00
Fri, 11/05/21	7:00 AM - 5:00 PM	Meeting	Birch-Hickory-Maple-Oak	Classroom	200	\$ .00
Fri, 11/05/21	7:00 AM - 5:00 PM	Registration	Birch Foyer	Registration	4	\$ .00
Fri, 11/05/21	12:00 PM - 1:30 PM	Lunch	Junior Ballroom	Round Tables of 10	150	\$ .00
Fri, 11/05/21	5:00 PM - 11:00 PM	Hospitality	Hospitality Suite	Existing Setup	30	\$ .00
Sat, 11/06/21	7:00 AM - 12:00 PM	Continental Breakfast	Birch Foyer	Existing Setup	200	\$ .00
Sat, 11/06/21	7:30 AM - 9:45 AM	Break	Birch Foyer	Existing Setup	150	\$ .00



Sat, 11/06/21	7:30 AM - 12:00 PM	Registration	Birch Foyer	Registration	4	\$ .00
Sat, 11/06/21	8:30 AM - 12:00 PM	Meeting	Birch-Hickory-Maple-Oak	Classroom	200	\$ .00

*Specific meeting rooms cannot be guaranteed and are subject to change*

**GUARANTEED ATTENDANCE AND MENU SELECTIONS:** Though this number will not affect the Agreed Minimum Food and Beverage Revenue figure noted below, the final attendance for your function must be received in writing by the event services office NO LATER THAN 12:00PM, three (3) working days before the date of the function. This will be the number for whom the Hotel will prepare food for the function. The Hotel cannot be responsible for service, accommodations or guaranteeing the same menu items for more than three percent over your guaranteed number of people. If a guarantee is not given to the Hotel by the specified time and date, the original estimated attendance would be considered the final guarantee. Your final menu selections must be made no later than 10 days prior to commencement of your Event. A Banquet Event Order will be sent to you to confirm all final arrangements and prices. If you do not advise Hotel of any corrections or changes to the Banquet Event Order by the date requested by Hotel, the Banquet Event Order will be considered accepted by you as correct. Group will be responsible for the charges listed on the Banquet Event Order or the Agreed Minimum Food and Beverage Revenue figure, whichever is greater, plus applicable tax and service charges.

**SERVICE CHARGE:** A service charge of 25% (or the current service charge in effect on the day of the Event) will be assessed on all charges relating to your Event including, but not limited to, food and beverage, audio visual, connectivity, meeting room rental, labor fees and any other charges relating to your Event, plus any applicable state and/or local taxes. This service charge is not a gratuity and is the property of Hotel to cover discretionary and administrative costs of the Event. We will endeavor to notify you in advance of your Event of any increases to the service charge should different amounts be in effect on the day of your Event.

**AGREED MINIMUM ROOM NIGHT REVENUE:** Based on the Total Contracted Rooms and the stated rates, the "Agreed Minimum Room Night Revenue" is \$40,300.00.

**AGREED MINIMUM FOOD AND BEVERAGE REVENUE:** Based on the above Schedule of Events, the "Agreed Minimum Food and Beverage Revenue" is \$12,000.00. This amount does not include service charges or taxes, if applicable, which are noted separately herein, and any additional requested function space or food and beverage shall be extra. If the Agreed Minimum Food and Beverage Revenue Figure is not met, any balance will be posted as a food and beverage attrition charge to your Master Account, plus applicable taxes and service charges.

**ROOM BLOCK AND SERVICES COMMITMENT:** When you contract for a block of rooms and meeting facilities and for food and beverage services, those room nights, facilities and services are removed from our inventory and considered sold to you, and the Hotel makes financial plans based upon the revenues it expects to achieve from your full performance of this Agreement. It is impossible for the Hotel to know in advance whether or under what circumstances or at what rates it would be able to resell your contracted room nights, services or facilities if you do not use them, either as the result of a cancellation of your Event ("cancellation") or as the result of usage of less than your Total Contracted Rooms and/or contracted food and beverage services for the above Schedule of Events ("attrition"). In most instances, when groups do not use their contracted room nights or services, the Hotel is unable to resell those room nights or services and even when room nights or services are resold, they are generally not resold at the same rates, may be resold to groups which would have utilized the Hotel at another time, are resold to groups that do have the same needs as the original group, etc. Even when rooms or services may be resold, it is costly to re-market the rooms and facilities, and such efforts divert the attention of our sales staff from selling the Hotel's rooms and facilities for other times. While your Room Block has been held out of our inventory, we may have turned away more lucrative groups in order to meet our commitment to you.

For all these reasons and others, the Parties agree that in the event of cancellation or attrition, the following charges, which represent a reasonable effort on behalf of the Hotel to establish its loss prospectively, shall be due as liquidated damages. Because the Hotel reasonably expects to derive revenue from your Event above and beyond the revenue derived from the provision of room nights and food and beverage services, and because it is difficult to estimate the actual revenue which may be derived from your Event, the amounts due as and for liquidated damages are intended to compensate the Hotel for all of its losses associated with cancellation and/or attrition.

**ATTRITION:** We agree to allow for a 90% reduction from the Agreed Minimum Room Night Revenue, provided that you make a written request for that reduction between now and 60 days prior to your Event ("Permitted Attrition"). At the conclusion of your Event, we will credit against the Agreed Minimum Room Night Revenue the guest room revenue derived from your Event, and also credit any Permitted Attrition. Any balance will be posted as a charge to your Master Account, plus applicable taxes and service charges.

**CANCELLATION:** It is understood that Hotel loses substantial revenue upon the Group's cancellation of an event. The amount of those losses is often difficult or impossible to determine. Hotel has set forth the following fee schedule in the event of cancellation. The parties agree that these fees are a fair and reasonable estimation of Hotel's loss as a result of cancellation. Group shall pay the cancellation fee as liquidated damages, plus applicable taxes, if Group cancels or is deemed to have cancelled the Event.

If any single function is cancelled, the Group is responsible for the meeting room rental and any other applicable charges associated with that function. The Group is still expected to meet the Agreed Minimum Food and Beverage Revenue. Group agrees to notify Hotel in writing within five (5) business days of any decision to cancel. If the entire Event is cancelled Group agrees to pay Hotel, as follows:

**CANCELLATION FEES:**

Cancellation Fee is based on Agreed Minimum Room Night Revenue and Agreed Minimum Food and Beverage Revenue, all other applicable Event charges (e.g., setup charges, audio visual charges, etc.), service charges and applicable taxes for a total amount of \$55,300.00.

Cancelled more than 181 days prior to arrival	50% or \$27,650.00
Cancelled 91 - 180 days prior to arrival	70% or \$38,710.00
Cancelled within 90 days prior to arrival	90% or \$49,770.00

Your written notice of cancellation must be delivered to Hotel and may be made by facsimile or electronic transmission. Cancellation date will be considered the date such notification was received by Hotel. ~~Liquidated damages resulting from cancellation~~ shall be due and payable at the time of cancellation.

**DEPOSIT AND PAYMENT REQUIREMENTS:** If you wish to apply for credit, please complete the enclosed direct bill application form and return it with the signed Agreement. Please note that any credit approvals will expire after 24 months. In addition, Hotel reserves the right to withdraw a prior credit approval if Group fails to pay in full charges associated with any prior event at the Hotel or any other hotel owned or operated by Atrium Hospitality or its affiliates, or if there is any material adverse change in Group's credit standing. If credit approval is withdrawn or expires, Group must make deposit payments in accordance with the below schedule, with Group paying any previously scheduled deposit amounts by the earlier of (A) five (5) days after the Hotel notifies Group of the withdrawal or expiration of credit, or (B) three (3) days prior to the date of the Event.

If credit is not established in advance by Group with Hotel and maintained, you must make payments in accordance with the below payment schedule. All deposits will be credited to Group's Master Account.

Date	Deposit Due
Upon return of signed Agreement to Hotel	Waived with approved Direct Bill Application

Checks and money orders should be made payable to Embassy Suites Cool Springs and be delivered to:

Embassy Suites Cool Springs  
Attention: Accounting Department  
820 Crescent Centre Drive  
Franklin, TN 37067

If any deposit payment is not made when due, Hotel may, at its option, deem the Event to be canceled, in which case cancellation charges will apply as noted above and the Hotel will retain any deposits on hand and apply them to the cancellation charges.

In addition to any other amounts authorized by this Agreement, the following items shall be charged to the Master Account: guest rooms, banquet food and beverage charges, service charges, attrition charges, meeting space rental charges (if any), cancellation charges, (charges for third-party services and/or supplies arranged through the Hotel), (audio-visual charges) and any other charges billed to the Master Account at the request of the authorized representative of the Group, as designated by the Group in advance of the Event, plus applicable taxes and governmental charges. Group further agrees that all charges associated with use of the grounds, function space, facilities and services of the Hotel by its vendors shall be posted to the Master Account.

During the course of your Event, we would be pleased to meet with you each day at a mutually agreed upon time to review the charges applied to your Master Account and to keep it accurate and up to date. Please inform your Event Services Manager of a convenient time that you wish to establish for a daily meeting.

If credit was not established and maintained, any Master Account balance is due at the conclusion of the Event. Where credit was established and maintained, the Master Account balance will be invoiced to the Group within 10 days after the Event concludes, and shall be due and payable by Group within 10 days after the date of invoice. Master Account charges may be paid in the form of cash, check or bank transfer. All deposits, balances or charges not paid when due will bear interest at the lesser of 1.5% per month or the maximum rate permitted by law. Should the Hotel, in its sole discretion, deem collection action necessary in regard to any amounts payable by Group under this Agreement, all costs associated with that collection action, including reasonable attorney's fees, shall be payable by Group and may be posted to the Master Account.

Individual guest accounts are paid via the credit card provided by the guest at check-in.

**TAX EXEMPT STATUS:** If Group maintains a tax-exempt status, Hotel must be provided with a valid exemption certificate no later than thirty (30) days prior to Group's arrival in order to be exempt from taxes. Please note, tax exempt status pertains to the Master Account only. Individual attendees are not tax exempt. Tax exempt status applies to sales tax only; other taxes may apply.

**AUDIO-VISUAL EQUIPMENT:** Group agrees to work exclusively with Hotel or Hotel's exclusive audio-visual provider for Group's audio-visual needs. Any exceptions require Hotel approval and shall be subject to a Hotel fee of \$500.00 per day, plus tax. Applicable service charges and taxes will apply to all charges for audio-visual services, whether provided by the Hotel or Hotel's exclusive provider.

*Group will provide own AV equipment & technician, Ap*

**INSURANCE AND INDEMNIFICATION:** Hotel and Group each agree to carry and maintain and provide evidence of liability and other insurance in amounts sufficient to provide coverage against any claims arising out of its activities or relating to its respective obligations under this Agreement, with liability coverage of not less than \$1,000,000.00 per occurrence. Group's insurance policy shall name the Embassy Suites Cool Springs and Atrium Hospitality LP (collectively, the "Hotel Parties") as additional insureds. With respect to any claims or other liability for which Group is responsible, Group's insurance will be primary and not contributory to any insurance maintained by the Hotel Parties. Damage caused by the Group or its attendees or contractors will be the Group's responsibility. The Hotel is not responsible for any loss or damage no matter how caused, to any samples, displays, properties, or personal effects brought into the Hotel, and/or for the loss of equipment, exhibits or other materials left in meeting rooms. Group will carry workers compensation coverage as required by law.

~~The Group shall indemnify, defend and hold harmless and Atrium Hospitality LP and their respective officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by the Group's and/or its attendees', members', agents', employees', independent contractors or exhibitors negligence, including but not limited to claims arising out of the Group's distribution of pre-keyed room key cards, rooming lists or any other confidential information relating to its attendees.~~ *EH*

**ELECTRICAL/PHONE SETUP:** All electrical services and utilities, including phone and rigging, must be contracted for through the Hotel's Event Services Department.

**OUTSIDE FOOD AND BEVERAGE:** Due to applicable law, you may not bring alcoholic beverages into the Hotel for your Event. You must obtain our prior approval before you bring any food or non-alcoholic beverages from outside sources into our Hotel. Service fees will apply to any outside food or beverage served in our function space, regardless whether Hotel labor is required.

**SHIPPING AND RECEIVING:** Due to limitations in secured storage space, the Hotel will only accept packages as follows: Boxes/packages may be sent for arrival a maximum of 48 hours prior to group arrival and will be marked with the responsible party's name, Group name, plus "Hold for Arrival Date of Thursday, November 4, 2021". There will be a handling charge as follows:

Boxes up to 36" x 24" x 24"	\$5.00 per box
Larger boxes / display cases	\$10.00 per box
Pallets	\$75.00 per box

Charges will be placed on the Master Account unless otherwise directed. Additional labor charges may be incurred depending on the size of the shipment, at the discretion of the Hotel. Hotel will not be responsible for any shipping charges, damages or loss to any packages or boxes.

**ENTIRE AGREEMENT:** This Agreement, including the below-referenced **Additional Terms and Conditions**, and the appendices, attachments, addenda and exhibits attached hereto and hereby incorporated herein, constitutes the entire agreement between the Parties superseding any and all prior proposals, negotiations, representations, commitments and other communications between the Parties, whether oral or written, concerning the Event. This Agreement shall be deemed "accepted" and binding on the Parties only after it has been signed and delivered by a representative of the Group and thereafter by a representative of the Hotel. No representative of the Hotel is authorized to make any representation which varies from the express terms of this Agreement. This Agreement cannot be amended or supplemented except in writing signed by a representative of the Group and the Hotel's Director of Sales or General Manager. Group shall present Hotel an executed version signed by Group's representative prior to **Wednesday, November 27, 2019**.

**ADDITIONAL TERMS AND CONDITIONS:** By signing where indicated below, you are agreeing that in addition to the terms and conditions of this Agreement as set forth above, this Agreement also includes the general terms and conditions set forth in the Additional Terms and Conditions (collectively, the "Additional Terms and Conditions") located on the following website, which terms and conditions are hereby incorporated into and made a part of this Agreement: <https://atriumhospitality.com/terms-and-conditions/>

The undersigned expressly agree and warrant that they are authorized to sign and enter into this Agreement on behalf of the party for which they sign and if applicable on behalf of Group/Client named above.

ACCEPTED AND AGREED TO:

Administrative Office of the Courts

Group: TN Municipal Judges Conferences 2021

By:

  
Name: Rachel Harmon

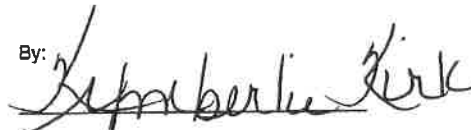
Dated:

11/12/19

HOTEL:

d/b/a Embassy Suites Cool Springs

By:

  
Name: Kymberlie Kirk, Senior Sales Manager

Dated:

11/13/19

By:

  
Name: Maggie Moran, Director of Sales and Marketing

Dated:

11/13/2019