

**IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA**

PARAMOUNT PROPERTIES
MANAGEMENT GROUP, LLC,

Plaintiff,

v.

DERRICK JACKSON,

Defendant.

CIVIL ACTION NO.

2022CV365529

**MOTION FOR AN IMMEDIATE WRIT OF POSSESSION AND RELEASE OF ALL
FUNDS HELD IN THE REGISTRY**

COMES NOW, Plaintiff Paramount Properties Management Group, LLC (“Plaintiff” or “Paramount”), by and through undersigned counsel, and files this *Motion for an Immediate Writ of Possession and Release of all Funds Held in the Registry*, and shows this Court as follows:

STATEMENT OF FACTS

Plaintiff is a property management group and agent for Michael and Julie McCracken (collectively, “McCracken”) at all times relevant to this dispute. On May 17, 2020, McCracken, as owners and landlord, entered into a lease (“Lease”) for the single-family residence property located at 955 Tiverton Lane, Johns Creek, Fulton, GA 30022 (the “Property”) with Defendant and a separate option agreement (the “Option Agreement”). In late 2021 and January of 2022, Defendant defaulted under the Lease. As a result, on January 24, 2022, Plaintiff initiated a dispossessory action against Defendant in Fulton County Magistrate Court. On April 25, 2022, the Magistrate Court entered a *Consent Order* (the “Consent Order”), whereby this matter was transferred to the Superior Court and Defendant was required to pay all rents due under the Lease at issue “into the Registry on or before the 17th day of each consecutive month thereafter pursuant

to the terms of the Lease. Time is of the essence. Consent Order ¶ 4. A true and correct copy of the Consent Order is attached hereto as **Exhibit A**. The Consent Order further held that: “If Defendant does not timely pay rent as specified above, Plaintiff shall be entitled to **seek an immediate Writ of Possession** [for] the property located at 955 Tiverton Lane, Alpharetta, Georgia 30022.” *Id.* (emphasis added).

On October 17, 2022, Defendant failed to remit timely payment and breached the Consent Order. As such, Plaintiff moved for an immediate writ of possession. On October 24, 2022,¹ prior to the Court ruling on Plaintiff’s motion, and on the day before trial, Defendant filed a bankruptcy action in the Bankruptcy Court of the Northern District of Georgia, Case No. 22-58536-bem, thereby automatically staying this action.

On November 30, 2022, the Bankruptcy Court held a hearing on Plaintiff’s Motion for relief from the automatic stay. A true and correct copy of the Bankruptcy Court’s transcript is attached hereto as **Exhibit B**. The Bankruptcy Court ruled that for the reasons announced on the record, the Lease and Option for the Property “terminated prior to filing of the bankruptcy case and that the Property is not part of the bankruptcy estate.” The Bankruptcy Court further made a judicial determination that (1) Defendant was required to make timely payment under the Consent Order [Hearing Trans. at 67], (2) the Lease expired on May 16, 2022 [*id.* at 70], (3) the Option to purchase the Property was terminated [*id.*], and (4) Defendant did not have a mortgage on the Property [*id.* at 71]. In addition, the Bankruptcy Court found that Defendant was further in breach of the Consent Order by failing to make the November 17, 2022 payment of \$15,000.00 *See* [*id.* at 65:24-66:21].

¹ Plaintiff filed its initial Motion for an Immediate Writ and Proposed Order on October 21, 2022 and provided this Court with a courtesy copy via email. The Clerk of the Court rejected the Proposed Order e-file and requested the Proposed Order be filed differently; however, due to Defendant’s bankruptcy filing on October 24, 2022, which stayed this action, Plaintiff could not resubmit its initial Proposed Order.

Upon making the aforementioned findings, the Bankruptcy Court ordered that the automatic stay be modified to allow Movants [Plaintiff] (1) to pursue this dispossessory action, (2) to obtain possession of the Property, and (3) to obtain the funds held in the registry of the Superior Court, “should this Court determine that Movants [Plaintiff] are entitled to those funds.” A true and correct copy of the Bankruptcy Court’s Order granting relief from the automatic bankruptcy stay is attached hereto as **Exhibit C**.

Despite the Bankruptcy Court making it evidently clear that Defendant has no interest in the Property and failed to make payments under the Consent Order, it appears that Defendant may have filed a Notice of Appeal with the Bankruptcy Court of its Order that granted Plaintiff’s relief from stay. However, no appeal has been docketed with the Bankruptcy Court or the U.S. District Court as of the date of this Motion. Furthermore, Plaintiff’s counsel has not been served with a copy of any Notice of Appeal.

In connection with another motion filed by the Defendant in the Bankruptcy Court, the Bankruptcy Court has issued a subsequent Order reiterating that Plaintiff is permitted to continue pursuing this action before this Court. A true and correct copy of the Order allowing Plaintiff to continue pursuing this action is attached hereto as **Exhibit D**.

To date, the last payment Defendant made into the registry of the Court was on October 21, 2022, which was late. Moreover, Defendant has further failed to make the November 17, 2022, payment and the December 17, 2022.

At this time, there is \$115,264.52 in the Court’s Registry.

ARGUMENT

I. PLAINTIFF IS ENTITLED TO AN IMMEDIATE WRIT OF POSSESSION

Under the Consent Order, Defendant was required to deposit monthly payments of \$15,000 into the Court's Registry by the seventeenth (17th) of each month. Defendant failed to make the October 17, 2022 payment in a timely manner. Separately, Defendant further admitted that he did not make payment on or before November 17, 2022, as required by the Consent Order. [Hearing Trans. at 65:24-66:16]. In addition, Defendant did not remit payment for December 2022.

Defendant's failure to make the October 2022 payment into the Court's Registry in a timely matter, and his subsequent failure to make the payments that were due for November 2022 and December 2022 are material breaches of the Consent Order, which made it clear that time was of the essence. As such, the Defendant has breached the Consent Order, and Plaintiff is entitled to an Immediate Writ of Possession for the Property as directed in the Consent Order. O.C.G.A. § 44-7-54(b).

II. THE FUNDS OF THE REGISTRY OF THE COURT SHOULD BE RELEASED TO PLAINTIFF.

The Bankruptcy Court made a judicial determination that the Lease expired on May 16, 2022, which subsequently terminated the Option to purchase the Property. [Hearing Trans. at 70]. Despite the Lease expiring on May 16, 2022, Defendant continues to reside in the Property, is not making payments into the registry of the Court, thereby breaching the Consent Order, and continues to enjoy the benefits of residing in the Property. In addition, Defendant is sending the Property owner taunting text messages about the "feds just chipping away at home value." A true and correct copy of the taunts are attached hereto as **Exhibit E**. Conversely, the Property owner—

McCracken—does not have access to its Property, has not received a dime for the use of its Property since about April 2022, and continues to pay the mortgage on the Property.

At this point, Defendant has breached the Consent Order, and a court (*i.e.*, the Bankruptcy Court) has made a judicial finding that the Lease and Option to purchase the Property have expired and terminated. [Hearing Trans. at 70]. Defendant has no legal interest in the Property and cannot claim ownership of the funds in the Registry. As such, the monies in the Court’s Registry are rightfully due to McCracken and should be released from the Court’s Registry.

CONCLUSION

Based upon the foregoing, Defendant is in material breach of the Consent Order. Therefore, Plaintiff is entitled to (1) an immediate *Writ of Possession* for the Property and (2) the release of all funds paid into the Court’s Registry by Defendant since April 2022.

Respectfully submitted this 20th day of December 2022.

HALL BOOTH SMITH, P.C.

2710 Old Milton Parkway, Suite 200
Alpharetta, Georgia 30009
P: (470) 386-6900
F: (470) 523-8282
rkaufman@hallboothsmith.com
cfreeman@hallboothsmith.com
jpatino@hallboothsmith.com

/s/ Robert J. Kaufman

ROBERT J. KAUFMAN
Georgia Bar No. 409197
M. Christopher Freeman, Jr.
Georgia Bar No. 436411
Juan S. Patino
Georgia Bar No. 284280
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I have this day served a copy of the within and foregoing ***MOTION FOR AN IMMEDIATE WRIT OF POSSESSION AND FOR RELEASE OF ALL FUNDS HELD IN THE REGISTRY*** on all parties to this matter by filing said document electronically via Odyssey eFileGA which will automatically send electronic notification to the following counsel of record:

Matthew D. McMaster
Matthew D. McMaster, LLC
12 Powder Springs Street, Suite 250
Marietta, Georgia 30064
mdmcmaster@mcmasterlegal.com

This 20th day of December, 2022.

HALL BOOTH SMITH, P.C.

2710 Old Milton Parkway, Suite 200
Alpharetta, Georgia 30009
P: (470) 386-6900
F: (470) 523-8282
rkaufman@hallboothsmith.com
cfreeman@hallboothsmith.com
jpatino@hallboothsmith.com

/s/ Robert J. Kaufman

ROBERT J. KAUFMAN
Georgia Bar No. 409197
M. Christopher Freeman, Jr.
Georgia Bar No. 436411
Juan S. Patino
Georgia Bar No. 284280
Attorneys for Plaintiff

EXHIBIT A

IN THE MAGISTRATE COURT OF FULTON COUNTY
STATE OF GEORGIA

PARAMOUNT PROPERTIES
MANAGEMENT GROUP, LLC,

Plaintiff,

v.

DERRICK JACKSON,

Defendant.

CIVIL ACTION NO.

22ED208510

CONSENT ORDER

The above-captioned matter having come on the regularly scheduled April 21, 2022, trial calendar before the Hon. Todd Ashley, Magistrate Judge of Fulton County, and all Parties being present and represented by counsel, and the Parties consenting thereto, and without any prejudice attaching whatsoever regarding any claims, counterclaims, or defenses associated therewith, it is **Hereby Ordered and Adjudged** as follows:

1. The Parties agree to transfer the entirety of the instant matter to the Superior Court of Fulton County as a declaratory judgment action to address all claims and counterclaims that were raised or could have been raised before this Court, and to seek a declaratory judgment with respect thereto;
2. Defendant shall, on or before 5:00 PM on April 21, 2022, deposit the sum of \$85,264.52 ("Deposit") into the Registry of the Clerk of the Superior Court of Fulton County ("Registry");
3. The Clerk of Court is directed to immediately remit the sum of \$75,000.00 from the Deposit to Plaintiff's counsel, Hall Booth Smith P.C., who shall retrieve such check from the Clerk in person;



1 of 2

IN THE MAGISTRATE COURT OF FULTON COUNTY
STATE OF GEORGIA

PARAMOUNT PROPERTIES
MANAGEMENT GROUP, LLC,

Plaintiff,

v.

DERRICK JACKSON,

Defendant.


CIVIL ACTION NO.

22ED208510

CONSENT ORDER

4. Defendant shall pay all rents due under the Lease at issue in this action for the month of April 2022 into the Registry on or before May 1, 2022 and shall further pay all subsequent months' rents into the Registry on or before the 17th day of each consecutive month thereafter pursuant to the terms of the Lease. Time is of the essence. Rents shall be deemed paid upon receipt into the Registry on or before the 17th day of each month, except for rents paid for the month of April 2022, which shall be deemed paid upon receipt into the Registry on or before May 1, 2022. If Defendant does not timely pay rent as specified above, Plaintiff shall be entitled to seek an immediate Writ of Possession the property located at 955 Tiverton Lane, Alpharetta, Georgia 30022 ("Premises") upon proper application under Georgia law. Plaintiff's permitting Defendant to remain in possession of the Premises and Defendant's paying of rents into the Registry of the Court shall not compromise or prejudice either Party's rights or privileges associated with these actions, as the Party's respective rights shall be addressed in the declaratory judgment action in the Superior Court of Fulton County; and
5. Defendant shall, by 5:00 PM on April 25, 2022, dismiss without prejudice the case presently pending in the Superior Court of Fulton County identified as civil action number 2022CV361902.
6. **The Clerk of Magistrate Court of Fulton County** is HEREBY ORDERED to transfer this action in its entirety to the Superior Court for all further proceedings.

IT IS SO ORDERED THIS 22 DAY OF APRIL, 2022.



Judge Todd Ashley, Fulton County Magistrate Court

EXHIBIT B

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

IN RE: .
. .
DERRICK BERNARD JACKSON, . Docket No. 22-56981-bem
. 22-58536-bem
DEBTOR. .
. Atlanta, GA
. November 30, 2022
. 9:54 a.m.
.

TRANSCRIPT OF
HEARING BEFORE THE HONORABLE BARBARA ELLIS-MONRO
UNITED STATES BANKRUPTCY JUDGE

Transcription Services: Veritext
330 Old Country Road
Suite 300
Mineola, NY 11501

PROCEEDINGS RECORDED BY ELECTRONIC SOUND RECORDING.
TRANSCRIPT PRODUCED BY TRANSCRIPTION SERVICE.

Page 2

1 APPEARANCES:

2 For the Debtor: DERRICK BERNARD JACKSON, Pro Se

3 955 Tiverton Lane

4 Johns Creek, GA 30022

5

6 For Paramount: ROBERT J. KAUFMAN

7 NICHOLAS J. GARCIA

8 2710 Old Milton Parkway, Suite 200

9 Alpharetta, GA 30009

10

11 For the Trustee: SONYA BUCKLEY GORDON

12 K. Edward Safir, Chapter 13 Trustee

13 285 Peachtree Center Ave, NE

14 Suite 1600

15 Atlanta, GA 30303

16

17

18

19

20

21

22

23

24

25

Page 4

1 PROCEEDINGS

2 CLERK: Your Honor, the next matters are in the

3 case of Derrick Bernard Jackson, case number 22-56981,

4 beginning with Item 92, status conference on Debtor's motion

5 for sanctions for violation of the automatic stay. 90 --

6 THE COURT: I'm sorry. So go ahead.

7 CLERK: 93, Debtor's motion for sanctions for

8 violation of the automatic stay -- oh, I'm sorry.

9 THE COURT: All right. On the first matter, the

10 status conference, are there any appearances? I know Mr.

11 Jackson is in the courtroom. Is there anyone on the line

12 here on the status conference, which is in a previously

13 dismissed case for which the Court retained jurisdiction on

14 the sanctions?

15 All right. I had scheduled --

16 MS. BUCKLEY GORDON: Good morning, Your Honor.

17 THE COURT: Oh, sorry, Ms. Buckley. Go ahead.

18 MS. BUCKLEY GORDON: I was just going to say --

19 I'm sorry I interrupted, Your Honor. I'm here if you have

20 any questions regarding the case.

21 THE COURT: All right.

22 MS. BUCKLEY GORDON: Before it was dismissed.

23 THE COURT: Thank you.

24 With respect to this first case, it was dismissed

25 for what reason, Ms. Buckley?

Page 3

1 INDEX

2

3 1) Status conference on Debtor's motion for sanctions for

4 violation of the automatic stay.

5

6 2) Motion to Impose Sanctions for Violation of the

7 Automatic Stay.

8

9 3) Derrick Bernard Jackson on the Debtor's motion for

10 sanctions for violation of the automatic stay along with the

11 Debtor's motion to determine value of property.

12

13 4) Paramount Properties Management Group LLC, and Michael

14 and Julie McCracken's motion for relief from stay.

15

16

17

18

19

20

21

22

23

24

25

Page 5

1 MS. BUCKLEY GORDON: Your Honor, I show that the

2 case was filed on September 2nd and dismissed for failure to

3 pay the filing fee on September 20th.

4 THE COURT: Okay. All right. And Mr. Jackson, I

5 had set this status conference to discuss scheduling for

6 discovery. At the prior hearing, I had indicated that I

7 would give you all 60 days for discovery. I don't know if

8 discovery has been undertaken or what the status is. And

9 Counsel for GM Financing is not here. What can you tell me

10 about progress in putting together the evidence necessary to

11 pursue on your damages claim?

12 MR. JACKSON: Good afternoon, Your Honor.

13 THE COURT: If you would, go ahead and stand, and

14 come to the podium please, sir. Or if the microphone will

15 pick you up there, that's fine too.

16 MR. JACKSON: Where would you like me?

17 THE COURT: If you wouldn't mind, the podium would

18 be great. Thank you.

19 MR. JACKSON: Okay. Good afternoon, Your Honor.

20 First, with GM, I haven't heard -- I spoke with Mr. Reuben I

21 think on the 20th. That's the day I thought we were making

22 the payment for the case, and I had discussed with his

23 attorney that I was going to settle, but I had discussed

24 with another attorney that Mr. Reuben referred me to that I

25 was going to not proceed for -- with the bankruptcy case.

<p style="text-align: right;">Page 6</p> <p>1 But as far as like on the -- for the sanctions in that 2 matter, I haven't heard from Mr. Reuben as far as on 3 discovery or anything like that. 4 THE COURT: Okay. And do you need to take any 5 discovery in the nature of any -- excuse me -- 6 interrogatories or requests to produce or any of those types 7 of things from GM or any other party? 8 MR. JACKSON: Yes, I do because there were several 9 GM employees that I made contact with September the 2nd, 10 right after the filing. There were a couple people from the 11 (indiscernible) that I made contact with, and I need 12 interrogatories from those people to develop their actual 13 knowledge of the filing and their -- I do have phone 14 records, but I do need the interrogatories. 15 THE COURT: All right. Well, have you undertaken 16 to send interrogatories to any of those folks? 17 MR. JACKSON: No. I haven't had the time. 18 THE COURT: Okay. Well, what I will do is the 19 usual discovery period for matters is 90 days. I had 20 provided 60 days when we were here previously. I'll go 21 ahead and schedule 90 days and enter a scheduling order for 22 a subsequent status conference on how that has proceeded and 23 when we need to schedule the evidentiary hearing on damages. 24 MR. JACKSON: Okay. 25 THE COURT: All right.</p>	<p style="text-align: right;">Page 8</p> <p>1 was filed, Your Honor, on October 24th, 2022. A Chapter 13 2 plan has been filed that has proposed a planned payment in 3 the amount of \$4,218. 4 Your Honor, the first payment came due on November 5 24th. However, I make note to the Court that that was 6 Thanksgiving Day, but I would say, Your Honor, today is the 7 30th, so we are anticipating that a payment will be made 8 shortly as one has come due -- 9 THE COURT: All right. 10 MS. BUCKLEY GORDON: -- in that amount. Your 11 Honor, we do show that the 341 meeting of creditors is 12 scheduled for tomorrow afternoon. 13 THE COURT: All right. Thank you. 14 MS. BUCKLEY GORDON: And with the confirmation 15 date, Your Honor, if you need that information, a 16 confirmation date, that is scheduled for I believe January 17 the 11th. 18 THE COURT: All right. All right. We're here -- 19 excuse me -- this morning on several matters. It may be 20 that we can deal with them all today. It may be that we 21 need to reset these until, I believe we've held the 6th for 22 evidence. 23 But what I'd like to do is hear from Paramount and 24 the McCracken's counsel about their motion for relief from 25 stay. And I know, Mr. Jackson, that you have filed a</p>
<p style="text-align: right;">Page 7</p> <p>1 MR. JACKSON: Thank you. 2 THE COURT: Thank you. And then Ms. Flanagan, if 3 you'll call the next matters. 4 CLERK: The next matter is in case number 22-58536 5 for Derrick Bernard Jackson on the Debtor's motion for 6 sanctions for violation of the automatic stay along with the 7 Debtor's motion to determine value of property, and finally 8 along with the Paramount Properties Management Group LLC, 9 and Michael and Julie McCracken's motion for relief from 10 stay. 11 THE COURT: All right. If we could take 12 appearances in these matters, please. 13 MR. KAUFMAN: Yes, Your Honor. Robert Kaufman and 14 my associate, Nicholas Garcia here on behalf of the 15 respondent, Paramount, as well as Mr. and Mrs. McCracken. 16 THE COURT: Good morning. 17 MR. KAUFMAN: Good morning, Your Honor. 18 MR. JACKSON: Mr. Jackson. 19 MS. BUCKLEY GORDON: Sonya Buckley -- Sonya 20 Buckley Gordon for the Chapter 13 trustee, Your Honor. 21 THE COURT: All right. And Ms. Gordon, this case, 22 it looks like a payment may be coming due shortly. Can you 23 give me any information on what the progress in the case is 24 thus far? 25 MS. BUCKLEY GORDON: Yes, Your Honor. This case</p>	<p style="text-align: right;">Page 9</p> <p>1 sanctions motion, and there are issues with respect to what 2 is property of the bankruptcy estate and various other 3 issues. But let me hear from Counsel, and then I'll hear 4 from you, sir, if you would. 5 So if you go ahead and take a seat. You can stay 6 there or come to the podium -- same with you, Mr. Jackson, 7 as long as I can hear you with the microphone there. 8 MR. KAUFMAN: Good morning, Your Honor. 9 THE COURT: Good morning. 10 MR. KAUFMAN: Can you hear me okay? 11 THE COURT: I can. Thank you. 12 MR. KAUFMAN: Yes. Robert Kaufman here for the 13 respondents. I think before I get into the details of the 14 motion for relief of stay, some background information might 15 be helpful to the Court. 16 THE COURT: All right. 17 MR. KAUFMAN: And it really pervades all the 18 motions that -- 19 THE COURT: Okay. 20 MR. KAUFMAN: -- are pending. 21 So this really -- this dispute really revolves 22 around a property that is owned by Mr. and Mrs. McCracken. 23 And if I may show the Court, this is the object of 24 everybody's affection. If I may approach and -- 25 THE COURT: Sure.</p>

Page 10

1 MR. KAUFMAN: Thank you, Your Honor.
2 THE COURT: And you've seen these, Mr. Jackson?
3 MR. JACKSON: I've seen them. Yeah.
4 THE COURT: Okay.
5 MR. JACKSON: This is a house that we co-share.
6 THE COURT: Thank you.
7 MR. KAUFMAN: So this home, which is owned by Mr.
8 and Mrs. McCracken -- and we've filed with our moving papers
9 the various deeds that show how Mr. and Mrs. McCracken have
10 acquired ownership, so there's no question that they are the
11 legal title owners of this home.
12 This home is in Johns Creek. I euphemistically
13 refer to it as a home. It seems to be a mansion in my way
14 of looking at things, having grown up in the Bronx near the
15 Yankee Stadium.
16 The home sits in a development called Country Club
17 of the South. It's quite a prestigious neighborhood. It
18 has golf, tennis, country club kind of setting, so we're
19 talking about a very upscale property.
20 In April of 2019, just to dial back a little bit,
21 Mr. and Mrs. McCracken entered into a lease with Mr.
22 Jackson, and I'll refer to that as the April lease because
23 there's another lease, and I don't want to cause any
24 confusion.
25 This is a one-year lease that expired in April of

Page 11

1 2020. In and around the time that this lease was expiring,
2 the parties entered into a new lease and another document
3 which is referred to -- at least it's titled as a purchase
4 and sale agreement, but in actuality it's an option to
5 purchase the property. Okay.
6 And so the lease itself -- and this lease is, for
7 the Court's edification, in our moving papers and Document
8 Number 29, Exhibit 3 -- is the lease. And then I think the
9 exhibit right after that --
10 THE COURT: Exhibit 8 is the purchase and sale
11 agreement.
12 MR. KAUFMAN: -- purchase and sale. Correct.
13 And so without getting into the weeds of the lease
14 itself, there are a couple of very salient points I think at
15 least the Court should put some attention to.
16 The lease is dated -- and both these documents
17 were signed on the same day at the same time. We have -- my
18 view of Georgia law is they're integrated. It could be one
19 big document, and Georgia is going to -- under Georgia law
20 is going to be viewed as one big document, but essentially
21 what you have is a lease with the option to purchase this
22 particular piece of property.
23 The lease itself was due to commence, and it was
24 signed on or about May 17th, 2020 at the same time as the
25 purchase and sale agreement option. And I'll refer to that

Page 12

1 as an option because I think it's more aptly titled that
2 way.
3 The lease itself, just for purposes, is what is
4 known as a triple net lease, and a triple net lease is
5 sanctioned under Georgia law that if the parties enter into
6 a lease and allow for the transfer of responsibility for
7 certain payments -- you can certainly do that. There's case
8 authority to that effect, Your Honor, in case that is a
9 question of the Court. And I would refer the case of
10 Sewell, S-E-W-E-L-L, versus Royal at 147 Ga. App. 88.
11 There's a Browning versus Fortenberry case at 131 Ga. App.
12 498.
13 So there's a triple net lease here, and the
14 significance there is that one of the obligations is the
15 tenant pays for all the repairs, maintenance, in essence
16 everything. And those payments to the extent that they are
17 not made constitute additional rent. And of course, rent in
18 leases is significant to the full part of the overall rent.
19 You've got the gross rent, which I believe is about \$15,000
20 a month together with whatever additional rent might accrue
21 as a consequence of the failure of the tenant not to make
22 certain repairs or payments, which include taxes and some
23 other things, so this was really a true triple net lease.
24 The lease itself significantly -- and we recently
25 filed, Your Honor -- we filed it, I think, yesterday. I

Page 13

1 want to make sure that everybody got that. Just to clarify
2 the term of the lease, the actual language of the lease in
3 Section 1 says the term of the lease shall begin on May
4 17th, 2020, the commencement date, and shall renew
5 automatically annually thereafter on the 16th of May
6 thereafter, unless there's a default.
7 The significance here is it is a one-year lease.
8 In fact, one could argue it's probably less than a one-year
9 lease because the tenant can leave after 90 days' notice,
10 and I believe the landlord can terminate the lease after 60
11 days' notice. But the significance here is that it's a one
12 -- at best, it's a one-year renewable lease.
13 The reason I point that out, Your Honor, is Mr.
14 Jackson has raised issues of that estate for years and
15 things of that nature in some of the other motions. Number
16 one, it's not an estate for years because it's not a five-
17 year lease, number one. Number two, the cardinal rule of
18 all construction of contracts here in Georgia revolves
19 around what is the intent of the parties? And here, the
20 intent is absolutely crystal clear because there's specific
21 language in the lease that says -- itself that says it's not
22 an estate for years. It's a lease. You don't require any
23 additional rights to it. So I would just point that out as
24 an aside.
25 The lease also has certain provisions that address

Page 14

1 the tenants' responsibilities and what causes a default, and
2 the -- those references would include obviously not paying
3 rent, not maintaining the property. One of the prohibitions
4 is not to allow any liens to attach to the property.
5 Regrettably, Mr. Jackson has allowed a \$301,000 lien. We've
6 got a copy of that, Your Honor, as an exhibit to our moving
7 papers to attach to the property. It is a \$301,000 lien
8 that emanates from the tax liability that Mr. Jackson has
9 incurred. That lien is still earnestly outstanding,
10 clouding our title and slandering our title.
11 I would also add that he has recently filed post-
12 filing of the bankruptcy papers in Superior Court of Fulton
13 County indicating there's a lis pendens and that he owns the
14 property and some other things that we take to be a slander
15 of title.
16 The -- there are some other significant provisions
17 in the lease I'll just briefly touch on. One is time is of
18 the essence in the lease so that when payments are due on
19 the date and time specific, that's when they're due.
20 There's no grace period.
21 And significantly, this lease refers to the
22 option, and the option in turn refers to the lease. They're
23 cross defaulted. And in fact, in Section 22C of the lease,
24 it specifically says "the term purchase and sale agreement
25 shall refer to that separate purchase and sale agreement

Page 15

1 dated May 8th, 2020 between Mike and Julie McCracken and
2 Derrick Jackson, the buyer."
3 The reason I point that out, Your Honor, is Mr.
4 Jackson has taken the position, we think erroneously --
5 THE COURT: That was interesting. I have no idea
6 what that was.
7 MR. KAUFMAN: Sounded like somebody stepped on a
8 cat.
9 THE COURT: All right.
10 MR. KAUFMAN: Are we good to go?
11 THE COURT: Go ahead.
12 MR. KAUFMAN: And the reason that that's
13 significant, Your Honor, is one of the positions he's taken,
14 which we think is incorrect, is that the lease which he is
15 not denying signing -- and I'm talking about the May lease,
16 not the April lease which had expired -- but that lease was
17 superseded by the option agreement. That is neither
18 factually nor legally correct. And if anything, you can see
19 here just in the very language of these unambiguous -- and I
20 would emphasize that they were unambiguous documents that
21 even refers to the purchase and sale agreement dated May
22 8th. I don't know, quite frankly, if that is a typo or not.
23 My understanding is the documents were signed
24 simultaneously in Mr. Jackson's office by Mr. and Mrs.
25 McCracken as well as Mr. Jackson on or about May 17th, and

Page 16

1 it doesn't matter since they're integrated. This is one
2 total transaction. It doesn't matter which one is
3 technically signed first or second. It's absolutely
4 immaterial.
5 And so again, nonpayment of rent, of course, is a
6 default. Any judgment or lien that is permitted on the
7 property is a default if it remains uncured. I had
8 mentioned this idea of it being arguably a 90- or 60-day
9 lease, certainly not a five-year lease. And that references
10 in the special stipulations in the lease on exhibit -- it
11 references Section 27. It's on page 9 of the lease.
12 And then the very last few sentences of the lease
13 are important as well because here is where it says "any
14 termination of the lease prior to the exercise of the option
15 will automatically terminate the purchase and sale
16 agreement." So they're cross defaulted. And so -- and then
17 the earnest money is forfeited, and that's what happened.
18 So at the end of the -- by the way, it also says
19 that there's nothing in this lease that bestows any
20 ownership rights in the premises of the property to the
21 tenant until tenant exercises the option to purchase the
22 property and becomes the rightful owner of the property at
23 the closing of the transaction. That's right in the lease
24 on page -- it's the very last page of the lease, page --
25 THE COURT: Page 10.

Page 17

1 MR. KAUFMAN: -- 10, right, of 12. And so that --
2 and then it's signed. You see everybody's signing in their
3 capacity here. Mr. and Mrs. McCracken sign as landlords,
4 and Mr. Jackson signs as the tenant, and there's a proper
5 legal description.
6 And so that's the lease component here, and our
7 position is significantly that Mr. Jackson was in default of
8 the lease for failure to timely pay rent payments back in
9 January, I believe, and some other months. He was given
10 ample notice and opportunity to cure per the language of the
11 lease. He did not cure. There's still outstanding rents.
12 There's still a lien that has attached. It's a \$301,000
13 lien, which is a transgression under the lease -- original
14 lease, and that still remains uncured.
15 Before I sort of give you the story as to what
16 happened, I do want to touch just briefly on the option
17 agreement, Your Honor. And with respect to the option
18 agreement in this -- for the purpose of the Court, is
19 Document 29-4.
20 And here's, I think, the root of Mr. -- not going
21 to speak for the other side, but I'll take this opportunity
22 -- the root of the confusion. Okay. And so in our view,
23 there's no possible way you can read this document to be
24 what Mr. Jackson believes it to be, which is a mortgage.
25 It's not a mortgage in any way, shape, or form. There's no

Page 18

1 note. There's no security interest. There's no attributes
2 of a mortgage. And just because you call something a
3 mortgage doesn't make it a mortgage.

4 And so let's look at the language significantly,
5 and I can -- I think Paragraph 3 is the paragraph that has
6 caused Mr. Jackson some confusion here. So in Paragraph 3 -
7 - all Paragraph 3 is, is a mechanism, is a formula to
8 calculate the purchase price at the time the option would be
9 exercised. That's all it is. Okay. And I think the
10 language here is illustrative of that.

11 And so it starts out by saying at the closing --
12 and he acknowledged in a deposition prior to the filing of
13 the bankruptcy, that there was never a closing. "Buyer
14 agrees to pay seller the purchase price of the property of
15 \$1,800,000." That's sort of the starting number to work off
16 of, on this formula. That's the purchase price. Then it
17 says "less the \$100,000 earnest money," as later defined,
18 "less the aggregate amount at the date of closing of the
19 monthly payments -- monthly principle payments that would
20 have otherwise accumulated under a loan in the amount of
21 \$1,700,000 at 8.25 percent being amortized over 30 years."

22 Okay. So what they're saying here is this. I
23 think the parties had contemplated that Mr. Jackson remain
24 as a tenant for a minimum of five years. And the reason I
25 say that is there are conditions to the ability to exercise

Page 19

1 this option, which is spelled out here, one of which is you
2 can't be in breach of a lease. The other is you can't be in
3 breach of this agreement. And most significantly, you
4 cannot exercise the option any earlier than May 17th, 2025.
5 And so we sit here today, November 30th, 2022. It was
6 contractually, and legally, and physically impossible for
7 the exercise of that option to occur.

8 And so what were the parties sort of thinking
9 about here? Really, this was designed as a benefit to Mr.
10 Jackson. This formula -- what the McCrackens were willing
11 to do for Mr. Jackson was to say, "Look. Had you had a loan
12 from somebody," not us, and I'll show you why it's not us,
13 "but had you had a loan, let's say from a bank, and you --
14 that loan was at, you know, for a million eight at 8.25
15 percent, you would have paid down some of that principle
16 over the period of time."

17 You know, as the loan is amortized, I'm sure as
18 the Court is well aware, though your payments may be
19 constant, at the beginning of a loan, it's almost 100
20 percent interest. At the end of the loan, it's almost 100
21 percent principle that are applied to those payments. And
22 it sort of shifts as the loan matures a bit.

23 And so what the McCrackens were offering here,
24 giving to Mr. Jackson, is to say, "Look. Let's assume for a
25 moment you had -- you were in this place for five years, and

Page 20

1 at that -- you had that amount of a loan at that interest
2 rate, you would have probably paid down --" and I don't want
3 to be held to this, Your Honor, but I did some rudimentary
4 math, such as it was, and I was about \$70,000 or \$80,000, as
5 I recall. But it was some number, not an insignificant
6 number, but there was some number -- and we can quantify
7 that number. I don't think it matters at this point.

8 And what they're saying is, "Look. From that
9 million eight, we're going to give you credit for the
10 100,000 deposit, and then we're also going to subtract this
11 number," that I'm talking about, "and that is going to be
12 your purchase price." And so that number is a moving
13 target. It's a moving target because the longer you are in
14 the lease, okay, the larger that concession you're going to
15 get is.

16 And so the option here -- the earliest he could
17 exercise the option is May of 2025. He could exercise it
18 after that as long as he was still in compliance with the
19 lease and in compliance with this option, which didn't
20 happen.

21 And just to -- to pound the point home that it was
22 never intended that the McCrackens were going to be the
23 lender. How do I know that? I know that because that's
24 what this document says. It goes on to say in the last
25 sentence in Section 3, "The purchase price as adjusted by

Page 21

1 the earnest money and the principle payment and optional
2 payments as described above may be paid by bank, cashier's
3 check, or wire transfer, or immediately available funds at
4 the closing of the sale." Okay. "And the cashier's check
5 or wire shall be deemed to be the equivalent to pay all cash
6 at closing," and that's the method of payment.

7 So the expectation here was when -- if and when --
8 and he wasn't required to exercise the option, but if and
9 when that event occurred, we look at the event -- at the
10 time, calculate what the purchase price is. You pay your
11 money, we have a closing, you get a deed, and we're done.
12 That didn't happen. None of that happened. Okay.

13 But this is not a mortgage. It's not designed to
14 be mortgage. It was never intended to be a mortgage. All
15 that provision in Section 3 is simply a formula to establish
16 the purchase price.

17 The document goes on to say this option -- and
18 discusses in Section 6 these conditions I've talked about,
19 the conditions to exercise the option. And no formal
20 exercise has ever been done. He couldn't because we haven't
21 hit the date.

22 But in Section A -- 6A, it says, "Closing.
23 Provided neither this agreement, the option, nor the lease
24 as herein defined," and the lease is a defined term here,
25 and it specifically refers to the lease that I just talked

Page 22

1 about, the May lease. Okay. So again, that shows the
2 integration cross referencing, cross default.
3 And it says, "Provided that neither this agreement
4 nor the lease has been terminated, the buyer shall have the
5 option to close on this sale on or after May 16th, 2025."
6 Okay. And, you know, if the parties agreed to a different
7 date, fine if it's in writing. That never happened.
8 And so at the end of the day, none of those
9 conditions have been met by Mr. Jackson because he's
10 breached the lease, and concomitantly, he's breached the
11 option because of the cross-default nature, and May 16th,
12 2025 has not occurred. Okay.
13 And by the way, it does show in Section C of 6
14 possession because Mr. Jackson has taken the position that
15 he has been in possession of the property since, I think he
16 said, April of 2019. I read one his pleadings. Well, it's
17 true. But of course, he was in possession because he was
18 subject to a lease, the original April lease. And then the
19 next lease, the May lease, which we were -- he operated
20 under. And so -- but clearly here, it shows that cross
21 referencing, Your Honor.
22 So the story goes on as follows. So there comes a
23 point in time beginning -- well, Mr. Jackson had
24 historically been late -- making late payments despite time
25 being of the essence under the -- not so much the April

Page 23

1 lease but this May lease. And that lateness finally got to
2 the point where he was missing payments and giving him a lot
3 of stories about payment and whatnot, which didn't actually
4 occur.
5 And so ultimately, what happens is the McCrackens
6 had hired a company called Paramount Management Company --
7 Paramount Properties Management Company Inc. The McCrackens
8 had moved out of state. They wanted somebody to monitor
9 their property, take care of it, and so -- and obviously
10 under Georgia law, it allows for property management
11 companies to assist and be an agent for property owners.
12 There's a Georgia code section to that effect. There's
13 specific language in the lease that contemplates that a
14 management company would be engaged, Your Honor. I believe
15 that is -- I can find that section, but there's a specific
16 reference to that.
17 And so finally comes December, January, in and
18 around that time, he's finally late, and they send out three
19 -- the management company and I believe Counsel for the
20 management company sent out notices giving Mr. Jackson,
21 advising him of being in default, giving him an opportunity
22 to cure, which never occurred. It's still in default today,
23 especially obviously with the lien that is present.
24 Oh, Your Honor, just to dial back, that property
25 management reference is on page 9 of 12 of Document 29-3.

Page 24

1 It's in Section 26. It says, "Landlord may engage a
2 property manager at any time who will then be authorized to
3 fulfill the requirements of the lease, et cetera, et
4 cetera," which is what Paramount did.
5 And so proper notices went out, and at which point
6 shortly thereafter, eviction proceedings were filed in
7 magistrate court of Fulton County where the property is
8 located. And in and around that time, notices went out of -
9 - a notice of you're in default, and so the lease is
10 terminated. A notice of nonrenewal of the lease -- because
11 the lease would automatically renew if somebody didn't give
12 notice of nonrenewal, so that went out. These are all
13 exhibits, by the way, to the pleadings, Your Honor.
14 And then notice of default, notice of nonrenewal,
15 and notice of termination of the option, again because
16 they're all cross defaulted.
17 So all of this occurred prepetition,
18 significantly. And our view is all -- any and all interest
19 to the extent he had any, was prepetition extinguished.
20 Okay. And we think that is very significant.
21 The -- and so what happens then, Your Honor, is
22 that the eviction proceedings go forward. There's a couple
23 of -- they had asked for some continuances and whatnot. It
24 culminated in a hearing on -- in April in front of Judge
25 Todd Ashley over in magistrate's court. And during that

Page 25

1 period of time, Mr. Jackson had engaged new counsel, and the
2 -- a Mr. McMaster.
3 And at that point, we entered into a consent
4 agreement. And the background for that is we -- the
5 McCrackens had been seeking approximately -- I forget the
6 exact number, but let's call it about 85-some-odd-thousand
7 dollars of rent that they claim was owed at that time.
8 And the -- Mr. Jackson had filed a counterclaim in
9 the magistrate court for \$37,000 claiming an entitlement for
10 reimbursement for certain repairs that he made that he
11 advanced.
12 Now I'll just say that sort of -- in my view, sort
13 of a disingenuous argument to make is on the one hand he's
14 saying, "I own the property. I bought it in May," so why he
15 -- if he -- if that were true, why he would have an
16 expectation that the McCrackens would be paying him back for
17 repairs that he made after he allegedly owned it, which of
18 course didn't happen. And then the other is it acknowledges
19 that in order -- you know, these are things that are
20 certainly addressed only in the lease and not in the option
21 agreement, and so he's acknowledging that lease exists.
22 Okay.
23 And the amount of money that he had paid -- and he
24 had paid some rent over the years, was invariably in that
25 \$15,000 amount. There were other things he paid on top of

Page 26

1 that, that additional rent I alluded to, but that \$15,000 is
2 exactly what the rent is called for under the May lease.
3 And so what happens is he files a counterclaim in
4 magistrate court, but the problem he had was that the 37,000
5 he was seeking exceeds the jurisdictional limit of the
6 magistrate court. Okay. And then he said, "Well, you're
7 asking for more than \$25,000," which is the jurisdictional
8 limit. However, there's some exception in magistrate court,
9 and that is for rent, so you can exceed the jurisdictional
10 amount for rent, but if there's a counterclaim or other
11 claim beyond that, then the Court did not have the authority
12 to hear that.
13 So the parties agreed that, you know, essentially
14 there were two options. One is we could proceed, and then
15 he would file a new action in Superior Court on his claim,
16 or we would just shift everything over to the Superior Court
17 and let Judge Leftridge deal with it. And that's what the
18 parties agreed to do.
19 And in our view, one of the motivations that we
20 had was we intended and in fact did file a declaratory
21 judgment action because the entirety of Mr. Jackson's case
22 hinges on his belief that A, the lease is not relevant to
23 him. It's his words in his deposition. It just doesn't --
24 he signed it, but it doesn't matter. Interesting theory,
25 but that's his position and he's sticking to it. And that

Page 27

1 this option is a mortgage.
2 And so our view was the most expeditious way to
3 get some resolution here on all of the matters is to shift
4 it into Superior Court, let a judge look at it. We filed
5 the dec action. And shortly thereafter, the case gets put
6 on a bench trial calendar of Judge Leftridge, much to our
7 delight because we'd like to get this thing resolved, and we
8 firmly believe that any read of the option agreement will
9 reveal that it is not a mortgage and it is in fact an option
10 agreement.
11 On the eve of that bench trial being heard -- and
12 now we're into like September-ish -- Mr. Jackson files a
13 jury demand in that case, which sort of struck me odd. A
14 jury demand for declaratory judgment action, which is sort
15 of the (indiscernible), but apparently you can do that, and
16 the law allows it. And so that removed the case from the
17 bench trial calendar and put it on the -- I think it was --
18 if I have the date right, October 25th trial calendar --
19 jury trial calendar in front of the Honorable Judge
20 Leftridge.
21 Well, shortly before that in September, we
22 exchanged -- Mr. Jackson exchanged documents. And by the
23 way, this was after -- but unbeknownst to us -- he filed
24 this September bankruptcy. Okay. And so we exchanged
25 documents. Had no knowledge of the existence of this

Page 28

1 bankruptcy. And then I think in and around September 16th
2 or so, we took Mr. Jackson's deposition. He was represented
3 by Mr. McMaster, his attorney in the civil case. And he sat
4 through very cooperatively, you know, a couple-hour
5 deposition. Never, never, never uttered a word that he had
6 filed bankruptcy. We had no clue that he had filed
7 bankruptcy. And then now that we had the deposition taken,
8 we're ready for trial. We're all ginned up, ready to go.
9 And then on October the 24th, which I think is the
10 day before the October 25th trial calendar -- I may have the
11 dates off a little bit, but it was literally on the eve,
12 sometime around 4:00 in the afternoon I get a call from my
13 client who says, "Mr. Jackson has filed bankruptcy." And we
14 were first case out, by the way, Your Honor, in front of
15 Judge Leftridge on that jury trial. And we filed pretrial
16 orders and everything else. We were told we were number
17 one. We're going to get started first thing in the morning.
18 And so now what happens is I try to reach out to
19 Mr. McMaster to confirm. I didn't get a -- like a copy of a
20 filing or anything else. I was just -- I was told. I don't
21 think -- or maybe the front page or something because Mr.
22 Jackson likes to send things by text and send it to my
23 client, and they sent something to me. But it was apparent
24 that they -- it was more likely than not there was a filing.
25 We called down to the bankruptcy court. At that

Page 29

1 point, I don't think it got into the system quickly enough,
2 and so I wasn't getting much feedback from the bankruptcy
3 court, but I felt my ethical and professional responsibility
4 to alert Judge Leftridge's office that there was a
5 bankruptcy filing. Certainly we didn't want to be in
6 violation of the automatic stay, and -- but felt that, you
7 know, jurors were coming and the Court needed to know.
8 So unable to reach Mr. McMaster, and knowing that
9 he was represented by -- not that I knew how to do it anyway
10 -- to reach out to Mr. Jackson, I sent an e-mail to the
11 Court and said that it's my understanding that Mr. Jackson
12 may have filed bankruptcy. Our case is first out, you know,
13 and obviously there's an automatic stay if that in fact
14 happened. What should I do? And Judge Leftridge said,
15 "Prepare an order stating the case." So I said okay.
16 And so as I was starting to prepare that order,
17 across my e-mail about 30 minutes after that -- so now it's
18 like 4:30 in the afternoon -- I get a copy of the order that
19 Mr. McMaster, Mr. Jackson's counsel, prepared essentially
20 stating the case. And I was sent a courtesy copy, and I had
21 one concern with it.
22 And I'm not -- and you've likely not heard of me
23 down here before because this is not my normal court to try,
24 hence my erstwhile associate, Mr. Garcia here. I looked at
25 it. We looked at it, and the concern I had was the language

Page 30

1 in the order that said that the funds -- that the case is
2 stayed and the funds he had paid, by the way -- I'll go back
3 to that consent order -- as part of that deal, he had paid
4 like 75 -- \$85,000 into the registry of the Court. We were
5 allowed to extract that money out by agreement under that
6 consent order.

7 That consent order also said the parties would act
8 without prejudice, and that he could remain in the premises
9 until further disposition by the Court, but he had to pay by
10 the 17th of every month \$15,000 in to the registry of the
11 Court. The last payment he made was in October. It was
12 October 17th. It was due. I think he actually paid it on
13 October the 24th, so that is also late. I'm unaware whether
14 he has made subsequent payments. I don't know if he's made
15 a November payment or not.

16 But the language in that order says if those
17 payments are not paid, we're entitled to an immediate writ
18 of possession. Okay. And so to the best of our knowledge,
19 those payments haven't all been made. Quite frankly, I'm
20 not familiar enough with bankruptcy rules as to whether or
21 not the effect of a stay or the automatic stay has on a
22 Superior Court order, or a court order directing that. But
23 that may be for other people smarter than I am, but that's
24 where we are.

25 And so since then, Mr. Jackson has resided in

Page 31

1 those premises, and we haven't gotten the money, and the
2 money is sitting in the registry of the Court.

3 So now what happens is I look at that order, and I
4 make one change. And the one change we made in that order
5 that Mr. McMaster had prepared stating the case in the
6 Fulton Superior Court was instead of it saying "upon further
7 order of the bankruptcy court," I simply said "upon further
8 order of" I think I wrote court of competent jurisdiction,
9 or something like that.

10 My concern, quite frankly -- and again probably
11 due to my lack of experience in bankruptcy court -- was I
12 had envisioned that since all of this -- I know enough to
13 know that all of this was prepetition. I don't believe he
14 has any interest over the stay. We would file a motion in
15 relief of stay, and if the bankruptcy court granted that,
16 I'd go back to the Superior Court, and I didn't want to have
17 an order in the Superior Court that said that the only way I
18 could extract the funds in the registry or gain possession
19 was to get yet another order from the bankruptcy court and
20 felt that if the Superior Court issued an order, that should
21 suffice. That was the only change I made.

22 So two things now. I'll finally get, I think, to
23 the point of his motion for sanctions. It seems that it is
24 steeped in two very specific theories. One is that my
25 interjection in the Superior Court order making that change

Page 32

1 from an order of the bankruptcy court to any court somehow
2 transgressed and is a violation of the automatic stay, and I
3 will say again that that order specifically recites, and the
4 whole focus of that order is invoking the automatic stay,
5 and taking the case off the calendar that was going to be
6 tried, you know, the very next morning. So that's all that
7 did, and it was certainly exactly opposite of any effort to,
8 you know, continue collection efforts. It was designed to
9 stop it, just to make sure that I was in, you know, in good
10 compliance with all the courts. So that was that.

11 The second one that we had been castigated is that
12 we went ahead and proceeded with his deposition because of
13 the existence -- unbeknownst to us -- of the prior
14 bankruptcy filing that he filed in September. The
15 bankruptcy papers -- we had no knowledge of that, and we had
16 no idea until we got a copy of his petition in this case.
17 And then we started to root through the petition and say,
18 "Oh, you know, there's a section that says any prior
19 bankruptcies? Oh, wait a minute. Oh, he just filed a
20 bankruptcy." And then we did a little checking, and saw
21 that. Okay.

22 But we had no knowledge. And I'm incredulous to
23 think that knowing that he had filed bankruptcy -- and I
24 think that that bankruptcy was still pending before it
25 actually was dismissed for not paying the fee by a couple of

Page 33

1 days that neither Mr. Jackson nor his attorney said
2 anything. I mean, I may be good, but I'm not clairvoyant,
3 okay. There was just no way that we had no knowledge
4 whatsoever with respect to that.

5 So I would contend, Your Honor, that the idea on
6 the sanctions is, to me, by the by.

7 With respect to the -- what the Court had asked
8 for earlier, and that is our motion for relief of stay, and
9 I can address that pretty quickly. But I think now the
10 background may be helpful for the Court here.

11 We contend the subject property is not the
12 property of the estate. The lease was terminated
13 prepetition. The option was terminated prepetition. The
14 Debtor did not exercise his option. He has no legal or
15 equitable interest in the property subject to the option.
16 And we cited several cases, Your Honor, that deal with the
17 legal position that an option to purchase land is not an
18 interest in the property under Georgia law. It's just an
19 option. And at this point, that option is terminated
20 prepetition. So yes, there is no option.

21 But even if there was a live option, it conveys no
22 ownership rights, and it's not an interest contemplated
23 under the bankruptcy law. And the alleged option at this
24 point -- I'll say it's a terminated option to purchase does
25 not fall within the definition of "property of the estate"

Page 34

1 undress Section 541 of the bankruptcy code.
2 And so cause exists to lift the automatic stay
3 where the debtor's estate holds no interest in the property
4 at issue. And I cited the in re Ouche, O-U-C-H-E, at 213
5 Westlaw 937571, Section 1. That's a Northern District of
6 Georgia 2013 case. So that's Point 1.
7 The debtor has no equity in the property. To the
8 extent that Mr. Jackson has contended that he's made
9 payments, yes, he's made payments. They are rent payments.
10 He's lived in that premises. He still owes rent, arguably,
11 but those payments were not payments under a mortgage. That
12 doesn't exist. Those were simply rent payments. He has no
13 equity in the property. And he -- at best, he had a lease
14 interest that was terminated prepetition, and his option was
15 also terminated, as I said. And so consequently, he has no
16 legal or equitable interest in the property whatsoever.
17 Presently, all he has is naked possession which, quite
18 frankly, should be subject to an immediate writ of eviction
19 once the automatic stay is lifted because that's the consent
20 order that he agreed to and that the parties operated under
21 when we entered into that deal.
22 Thirdly, the subject property is not necessary for
23 an effective reorganized. I've shown Your Honor the
24 pictures of the premises, and we would certainly contend
25 that it not necessary for an effective reorganization. Our

Page 35

1 understanding is under 11 USC 362(g), once we show that the
2 debtor has no equity, the burden is on the debtor to prove
3 all other issues, including whether or not the property is
4 necessary for an effective reorganization. And we believe
5 he cannot -- has not certainly and cannot show that to be
6 the case.
7 He's got no equity in the property. What he's
8 done is by the bankruptcy filing, he has sought to halt the
9 likely dispossessory that the -- Judge Leftridge would have
10 issued in that case because he doesn't have a mortgage, and
11 he breached the lease. And I think his tactics by filing
12 numerous motions both here and in the Superior Court is
13 really designed to stretch out and see how long he can
14 remain in Mr. and Mrs. McCracken's home.
15 The evidence indicates that to fund successfully a
16 plan of debt, adjustment, or retaining possession of
17 property, the debtor must pay arrearages, and so I'm citing
18 a case that really supports that position. That's In re
19 Stewart, 11 B.R. 93, a Northern District of Georgia 1981
20 case.
21 Probably the most significant reason why the stay
22 should be lifted is that we lack adequate protection.
23 Paramount and McCrackens are not receiving any protection
24 payments from the debtor for his continued and improper use
25 of the home. Again, per the consent order, he was required

Page 36

1 to make these \$15,000 payments. I don't believe he's made
2 any since October of -- I believe it's October 24th, which
3 that payment in and of itself would've been late. And by
4 the way, the consent order specifically recites time being
5 of the essence as well.
6 And so November payment hadn't been made, and
7 therefore, we believe that we are not adequately protected
8 under the bankruptcy court. There is no longer a landlord-
9 tenant relationship. We were careful in the language of the
10 consent order to say that -- one of the concerns we had was
11 by requiring the rent payment into the registry of the Court
12 that somehow that would be construed in some way, shape, or
13 form as the McCrackens either agreeing to an extension of
14 the lease or somehow reviving the lease in some way or
15 shape. However, there is very specific language in the
16 consent order that specifically refutes that and says the
17 parties are acting without prejudice. This is really sort
18 of a Band-Aid to let the Superior Court deal with it.
19 The last argument he's raised, and just to
20 anticipate his argument that he's articulated in his papers,
21 is that this is an estate for years. And I touched on that
22 earlier, and this really gets into an estate for years
23 versus use usufruct. In the grand scheme of things, it's
24 not an estate for years for several reasons. One is the
25 language in the lease itself specifically says no interest

Page 37

1 is created, and therefore it's not designed to create an
2 estate for years. Number two, it is a one-year renewable
3 lease and not a five-year lease, which is the minimum that
4 you have to hit in order to create an estate for years.
5 And so the language is very clear there, and under
6 the various cases that we've referenced in our brief you
7 look to the intent of the parties and the specific language
8 that says it's not an estate for years and that no interest
9 supports it.
10 And then lastly, Mr. Jackson cites the case of
11 Griffith. It's an old case. I think it's a 1930s case.
12 Griffeth versus Wilmore. But that case is, if anything,
13 helps the McCrackens. The argument there is if you have an
14 estate for years, then you can't really go ahead and
15 exercise eviction rights.
16 But there is no estate for years, number one, and
17 the contrast, having a contract where you own the property
18 versus an option. And it says that doesn't apply if there's
19 just a lease and an option. And so I can quote the case,
20 but it specifically says, "Court states that a contract is a
21 lease with an option to purchase in the scenario where the
22 conditions preceding to the right to exercise the option to
23 purchase the property, that the lease must be faithfully
24 paid, all rents due." In other words, you've got to be in
25 compliance with the lease and has got to be an option, and

Page 38

1 none of that exists. It is clearly not an estate for years.
2 So for all of those reasons, we contend that the
3 motion for sanctions is frivolous in every sense of the
4 word, that a valid argument to lift the stay hopefully has
5 been addressed, and really I guess I can get into the very
6 last point.
7 Your Honor, you hadn't specifically asked for it.
8 We can talk about it, and that was his motion to value the
9 property. But again, here just really quickly, number one,
10 he claims that the property has an appraised value, but he
11 hasn't provided any evidence. There's no appraisal. Number
12 one.
13 Number two, he doesn't have any claim to the
14 property. There's no interest in the property. Whatever
15 interest he had was terminated, and yes, there is no
16 mortgage. And that the plain language of these documents is
17 that clearly this is an option.
18 And I would point to the Court -- and I'm sure the
19 Court knows this -- and that is in construing contracts,
20 it's my understanding that the first order of business for
21 the Court is to make a determination as to whether or not
22 the contract is incomplete or ambiguous. Okay. And so
23 here, there's no incomplete. It's not like referring to
24 Exhibit A, and Exhibit A isn't attached. Okay.
25 And so reading the lease and the option, our

Page 39

1 contention is that they are unambiguous. They -- and so if
2 it is unambiguous, at that point the Court as a matter of
3 law determines the rights and the duties of the parties and
4 construes the contract, and that it's precluded as a matter
5 of law for really entertaining any intrinsic oral evidence.
6 It doesn't need any because it's not ambiguous to fill in
7 the gaps.
8 And so here, we say it is completely unambiguous.
9 They say what they say, and that the lease is a lease. It's
10 clearly -- to the extent there is anything associated with
11 the lease, it was terminated prepetition. And as far as the
12 option is concerned, none of the conditions to that option
13 have been met. None. Default under the lease and default
14 under the option, and then lastly, it's not 2025. I know
15 everybody's sort of been in the fog with COVID, but I think
16 we haven't advanced that far.
17 With that, Your Honor, if there are any questions.
18 If not, I'm happy to sit down.
19 THE COURT: All right. Thank you.
20 MR. KAUFMAN: Thank you, Your Honor.
21 THE COURT: Mr. Jackson, the first thing I want to
22 ask you is whether there are specific facts that have been
23 asserted that you dispute.
24 MR. JACKSON: Yes. (Indiscernible).
25 THE COURT: Okay. So if you would, tell me. Tell

Page 40

1 me what specific facts, and then I'll hear your legal
2 argument, but I'm -- I want to drill down a little bit on
3 the facts that are disputed.
4 MR. JACKSON: That adequate protection -- I'm
5 sorry. Do you want me to stand here or --
6 THE COURT: If you can speak up. You speak
7 quietly, so I don't hear you as well standing there as I did
8 Counsel who speaks more loudly. Is that --
9 MR. JACKSON: Specific facts that are up for
10 dispute are, number one, they're claiming lack of adequate
11 protection, that I'm behind in rent. They have proved that
12 more than \$190,000 -- as a matter of fact, \$206,000 has been
13 paid in the year 2022. Even if I paid -- even if I owe
14 \$15,000, if you multiply that by 12, that's only \$180,000.
15 So I'm still over \$26,000 in payment. I gave the evidence
16 to the Court in one of the briefs. I don't know if the
17 Court get it or see it or look over it, but I have
18 additional copies of it if you need it.
19 THE COURT: I have -- I have what's been filed and
20 have reviewed it.
21 MR. JACKSON: Okay. So that argument is false.
22 It's not -- it's not (indiscernible). There's more -- once
23 again, it's more than \$206,000 has been paid in year 2022
24 alone.
25 Now I didn't -- when I sent the Court those

Page 41

1 exhibits, I sent them an exhibit of \$190,000. I didn't
2 include the \$16,500 that was paid on January the 12th of
3 2022 right before this dispossessory was filed, which they
4 claim that there was no December payment, and that check
5 clearly shows that that affidavit was falsely sworn. It was
6 bogus.
7 And I filed a charge on them for committing filing
8 a false affidavit, which is illegal under Georgia law to do
9 that, and they knew that that payment was made. So that's
10 over \$206,000.
11 Number one, you cannot terminate -- you cannot
12 create a bogus reason to say I didn't pay you when you were
13 paid and you are paid, you know, and try to get -- try to
14 dispossess me of the property because of the value of the
15 home has increased significantly.
16 THE COURT: So there's a payment dispute as to
17 whether there was a default in December --
18 MR. JACKSON: I would absolutely agree.
19 Absolutely agree.
20 THE COURT: -- '21 and January '22. So that's the
21 first factual dispute. Okay.
22 MR. JACKSON: The second one is Mr. Kaufman stated
23 that he hadn't received any more payments. He's not
24 entitled to receive anymore because I already prepaid. And
25 I want to go to the record, ma'am, Your Honor, and I will

Page 42

1 show Mr. McCracken's e-mail, if I could approach the --

2 THE COURT: Well, we're not -- we're not actually

3 taking evidence today.

4 MR. JACKSON: Oh, okay. Okay.

5 THE COURT: And to the extent that we are going to

6 need an evidentiary hearing --

7 MR. JACKSON: Okay.

8 THE COURT: -- I'm going to reset this to allow --

9 MR. JACKSON: Okay.

10 THE COURT: -- you all to file exactly what you're

11 going to submit. There are some legal questions that I want

12 to get to.

13 MR. JACKSON: Okay.

14 THE COURT: But I first wanted to hear what

15 specific facts were disputed.

16 MR. JACKSON: Okay. There's no -- there's no

17 prepayment penalty and that the original payment is

18 \$13,977.79 per month at an interest rate of 8.25 percent. I

19 can pay optional payments per month over the 13,700 and --

20 I'm sorry \$13,977.79, which I understand --

21 THE COURT: And is that -- is that number from the

22 prior lease because the lease --

23 MR. JACKSON: No, the prior lease, ma'am, I was

24 only paying \$10,000 a month.

25 THE COURT: All right.

Page 43

1 MR. JACKSON: Or \$9,900 a month, \$9,950 a month.

2 THE COURT: All right. So let me ask you this.

3 MR. JACKSON: Okay.

4 THE COURT: The Exhibit 7 that was filed, which is

5 the lease for residential property, states that the monthly

6 rent is \$15,000. Do you dispute that this is in fact the

7 lease?

8 MR. JACKSON: Right. That's not the one.

9 THE COURT: Okay. Do you --

10 MR. JACKSON: The prior lease that I had --

11 THE COURT: -- have a copy of the one?

12 MR. JACKSON: The prior --

13 THE COURT: Do you have a copy of the one that you

14 argue is the right lease?

15 MR. JACKSON: I don't have it on me. No, I do

16 not. Not on me.

17 THE COURT: Okay. Have you shown that at any

18 point in time to Mr. Kaufman?

19 MR. JACKSON: I showed him the prior lease when I

20 had the deposition.

21 THE COURT: Okay. So you argue there are three

22 leases, the April lease and this lease that was attached and

23 some other lease?

24 MR. JACKSON: Well, I argue that there's an April

25 lease, and there's a purchase or sale agreement with --

Page 44

1 there is a definite April lease, and there is a May lease

2 also. And there's a separate purchase and sale agreement

3 mortgage contract.

4 THE COURT: Okay. There's a separate agreement

5 called a purchase and sale agreement.

6 MR. JACKSON: Right.

7 THE COURT: And that was Exhibit 8 to the

8 documents filed by the McCrackens' counsel or Paramount,

9 correct?

10 MR. JACKSON: Correct.

11 THE COURT: Is that right?

12 MR. JACKSON: Yes, ma'am.

13 THE COURT: Okay. So Exhibit 7 is the May lease,

14 and so the \$13,000 number that you are arguing comes from

15 the purchase and sale agreement, is that accurate, or is it

16 --

17 MR. JACKSON: Yes, ma'am because --

18 THE COURT: -- from a different lease? Is there a

19 third lease?

20 MR. JACKSON: No. What it was is prior to

21 entering the lease agreement, we were negotiating back and

22 forth --

23 THE COURT: Right.

24 MR. JACKSON: -- via e-mail. My attorney,

25 McCracken, his attorney. We were all negotiating, you know,

Page 45

1 what this deal would be, what type of financing this would

2 be. And under these deals right here, the original

3 agreement was he was going to charge me 9.5 percent

4 interest.

5 THE COURT: So your argument is that the

6 McCrackens were going to give you a loan?

7 MR. JACKSON: Yes. Yes, ma'am. Yes, ma'am.

8 THE COURT: All right.

9 MR. JACKSON: Yes, ma'am.

10 THE COURT: Do you -- do you allege that they in

11 fact gave you a loan?

12 MR. JACKSON: Yes, ma'am. Yes, ma'am.

13 THE COURT: All right. Do you have any

14 documentation showing that loan?

15 MR. JACKSON: In the -- in the purchase and sale

16 agreement, and plus in all these other documentations right

17 here showing what these payments were for.

18 THE COURT: Okay. And did you file those

19 documents you have in your hand?

20 MR. JACKSON: No. I haven't filed all these yet.

21 I just pulled them. I stayed up all night pulling all them.

22 I just went and read the whole e-mail thread now this

23 morning.

24 THE COURT: All right. Well --

25 MR. JACKSON: I got one right here where one of

Page 46

1 the lawyers, he read -- this is essentially the same
2 numbers. He just lowered the price and raised the interest
3 rate.
4 THE COURT: Okay. I understand there was a
5 negotiation, but Mr. Kaufman argues that the lease and the
6 purchase and sale agreement are integrated documents, that
7 you read them together. And in fact, they do reference each
8 other, and each of these documents make reference to the
9 lease not being in default.
10 So your argument is that I should just ignore this
11 Exhibit 7 lease?
12 MR. JACKSON: Well, it's my argument that --
13 number one, I'm not in default.
14 THE COURT: Okay.
15 MR. JACKSON: I'm not in default. It is a bogus
16 scheme, and even the dispossessory.
17 THE COURT: Wait. Wait. A bogus deed or --
18 MR. JACKSON: Scheme. Scheme.
19 THE COURT: Oh, scheme. Okay. Thank you.
20 MR. JACKSON: Scheme.
21 THE COURT: All right.
22 MR. JACKSON: To make it appear that I was in
23 default when truth in fact, I wasn't in default.
24 THE COURT: Okay. And why wouldn't this have been
25 an appropriate matter to have the Superior Court hear at the

Page 47

1 jury trial as opposed to filing a bankruptcy case? Why is
2 this the right place to be?
3 MR. JACKSON: I thought bankruptcy court was a
4 better way to settle this because of the necessary remedies
5 that were available under the bankruptcy code versus under
6 the state law.
7 THE COURT: Would that be the automatic stay that
8 stopped everything?
9 MR. JACKSON: No.
10 THE COURT: Okay. What other -- what other
11 remedies does this Court have that the Superior Court
12 couldn't afford you?
13 MR. JACKSON: Such as -- well, the automatic stay
14 is one of them because I could argue straight issues of
15 having protection of benefit of the automatic stay. Number
16 two, stripping some of the payment off is a remedy that was
17 available under the bankruptcy code that wasn't available
18 under state law.
19 THE COURT: Okay. All right. So tell me -- if
20 you would just tell me your view of the world because it's
21 becoming clear to me that I need to take a look at these two
22 documents, but I also will need to understand whether there
23 was in fact a default because if the termination was
24 improper, then the argument about whether there's any
25 interest here, the nature of that may change because while

Page 48

1 an option is not an interest in property, it's certainly a
2 contractual interest or a contractual right that could
3 become part of the bankruptcy code, so there are some
4 nuances here.
5 So what I want to hear from you, Mr. Jackson, is
6 tell me your view of the world, and then we can talk about
7 exactly what needs to happen before the evidentiary hearing
8 on Tuesday, which one of the things will include you'll need
9 to file all those papers.
10 MR. JACKSON: Okay.
11 THE COURT: And any other papers that you want to
12 try and admit into evidence.
13 MR. JACKSON: I got some more papers because my
14 attorney, he submitted a request to the Superior Court
15 showing that there was no straight -- they didn't follow --
16 THE COURT: Okay. So all of these things that
17 you're talking about, you will need to get together and file
18 on the docket --
19 MR. JACKSON: Okay.
20 THE COURT: -- before Tuesday morning at 10:00.
21 MR. JACKSON: Okay. I will.
22 THE COURT: Okay. And you'll need to share them
23 with Mr. Kaufman and his associate, so it would truly be
24 better if you could do all of that by the end of the day on
25 Friday so that they have an opportunity to review all of the

Page 49

1 papers.
2 MR. JACKSON: Okay.
3 THE COURT: And they will likewise need to file
4 any additional documents and provide any additional
5 information to you as well.
6 MR. JACKSON: Okay.
7 THE COURT: All right. So if you would just tell
8 me -- tell me what your view of the world is. You have
9 these two documents that were filed with the Court.
10 MR. JACKSON: Right.
11 THE COURT: The lease and the purchase and sale
12 agreement, your argument is there was no default in making
13 payments under the lease, or maybe your argument is there
14 was no default in making payments under the purchase and
15 sale agreement because this was really a financing
16 agreement. I'm not -- I'm not sure I understand exactly
17 what you're arguing there, so why don't you make it clear
18 for me, please?
19 MR. JACKSON: Right. It's really both of them.
20 Number one, I never defaulted on the purchase and sale
21 agreement. Number two, I never defaulted under the lease
22 agreement.
23 THE COURT: Okay. All right. So then where does
24 that -- where does that leave us in terms of what you're --
25 what you're seeking to accomplish with the motions that

Page 50

1 you've filed in this Court and in response to their motion
2 for relief from stay? Tell me about that please.
3 MR. JACKSON: Where does that leave us?
4 THE COURT: Yes, sir.
5 MR. JACKSON: Again, I think the property should
6 be revalued and the second subordinate contract should be
7 stripped down to the fair value of the home. I think that
8 the automatic stay should stay in place because there's
9 equity in the property. I've paid more than 448 -- \$442,000
10 of interest alone in interest payments. I have paid more
11 than \$50,000 -- or \$45,000 in taxes on this property.
12 Georgia law makes it clear that a use (indiscernible) is not
13 a taxable estate. There are several cases that I've cited
14 on that. You can't tax a person for merely using your
15 priority.
16 I have exercised absolute control over this
17 property since 2020. More than \$300,000 worth of repair
18 work done to this house, upkeep, new roof, insurance, made
19 payments on time, everything that any homeowner would do. I
20 don't understand how could someone collect this type of
21 money from me in interest and say this is not a finance
22 agreement. I am a little bit lost with that one. That's a
23 substantial amount of money in interest paid. I can prove
24 it was paid. Every penny of it was paid.
25 THE COURT: Okay. Well, that's -- you will need

Page 51

1 to do that, and you will need to prove what -- under which
2 document and what provisions it was paid.
3 MR. JACKSON: Okay.
4 THE COURT: Because their argument is there's no
5 mortgage. Certainly this purchase and sale agreement that
6 was attached doesn't provide for any loan, so there must be
7 something else going on. So you're going to need to
8 establish that there was a loan made and that that's what
9 you were paying as opposed to paying rent and the other
10 obligations, such as utilities and taxes and upkeep for
11 property, which is what the lease provides for.
12 MR. JACKSON: And interest.
13 THE COURT: I didn't see any provision for
14 interest. Perhaps there's provision for interest on late
15 payments, and I didn't pick up on that.
16 MR. JACKSON: Yeah.
17 THE COURT: Where would I find the interest
18 payment requirement?
19 MR. JACKSON: That's also in Paragraph 3 of the
20 purchase and sale agreement, but there's also a supporting
21 document that Mr. McCracken was sending over about these
22 interest payments. These come from Mr. McCracken.
23 THE COURT: Are you talking about the reduction on
24 the purchase price?
25 MR. JACKSON: Yes, ma'am. The monthly principle

Page 52

1 payment.
2 THE COURT: Okay. So what this agreement says is
3 less the aggregate amount at the date of closing of the
4 monthly principle payments that would have otherwise
5 accumulated under a loan in the amount of 1.7 million at 8.5
6 percent being amortized over 30 years had such loan been in
7 effect.
8 This doesn't say there was a loan. It says,
9 "We're coming up with a number based on those parameters."
10 Do you see that? It says "had such loan been in effect."
11 It isn't saying there is a loan here.
12 MR. JACKSON: I got an amortization schedule right
13 here.
14 THE COURT: Okay. But what does an amortization
15 schedule show me other than a calculation? If it's
16 unaffixed to a promissory note, to money being paid on
17 account of a loan to buy property at -- I'm not -- I'm not
18 following the argument here based on the language of the
19 agreement.
20 And frankly, I will have to tell you, having
21 looked at the lease and the purchase and sale agreement last
22 night and this morning, I have to agree with Mr. Kaufman
23 that this purchase and sale agreement was an option. That -
24 - and even if there was no default under the lease, the
25 option wasn't exercisable until 2025. It hasn't -- it isn't

Page 53

1 even operative. It's never been operative because the date
2 hasn't occurred yet. Do you see what I'm saying?
3 So I want to give you an opportunity to try and
4 convince me otherwise that your lease isn't in default
5 because a lease hold interest is something that perhaps you
6 could prove that you could provide adequate assurance of
7 future performance in a bankruptcy case. But short of that,
8 I just don't see that there's any basis for arguing that you
9 have anything other than a contractual right under the
10 purchase and sale agreement to potentially exercise an
11 option which may or may not currently exist based on their
12 argument that all of these things were terminated
13 prepetition, which comes down to the issue of whether you
14 were in default.
15 So to me, the one issue that we have to determine
16 on Tuesday is whether there was in fact a default under the
17 lease.
18 MR. JACKSON: Okay.
19 THE COURT: Does that make sense?
20 MR. JACKSON: It makes sense.
21 THE COURT: Okay. Mr. Kaufman, did you want to
22 add anything to the record at this point?
23 MR. KAUFMAN: Yes. Just a couple of quick points,
24 Your Honor.
25 THE COURT: All right.

Page 54

1 MR. KAUFMAN: Just to clear things up. And that
 2 would be, number one, as far as we're talking about these
 3 interest payments. The lease -- all the payments he's
 4 reciting are payments that are called for under the lease,
 5 and Section 4 under the lease talks about late payments, and
 6 late charges, and percentages, and things like that. So
 7 that gets subsumed there.

8 There's also an entireties provision in the lease,
 9 Your Honor. It is Section E of 22 of the lease. Entire
 10 agreement -- this lease and attached addended exhibits shall
 11 constitute the entire agreement between the parties, and no
 12 verbal statement, promise, inducement, amendment not reduced
 13 in writing and signed by the parties shall be binding. So
 14 any of these negotiations that Mr. Jackson was alluding to
 15 really get subsumed and incorporated in an entireties
 16 clause.

17 I think most significantly, pre-committing these
 18 payments, number one, the payments have to be made and have
 19 to be made timely. And we think the evidence will clearly
 20 show that these payments that he's referring to have not
 21 been timely. But significantly, as far as a breach of the
 22 lease, there's this lien. There's a \$301,000 lien that the
 23 IRS have imposed, and that lien is in derogation of the
 24 provision in the lease that says "no liens," and that's in
 25 section --

Page 55

1 THE COURT: Where?

2 MR. KAUFMAN: Section 22G, and they talk about
 3 being indemnified and held harmless from any violations
 4 under the lease, and in Section 4, any judgment, lien, or
 5 other encumbrance filed against the premises or the property
 6 as a result of actions taken by tenant, and it goes on about
 7 damages. But not only is there that lien, but he's filed a
 8 lis pendens, which would be, in my estimation, a breach of
 9 the lease. And he's filed other documents in the Court
 10 slandering the title, all of which were done prepetition.

11 But I think significantly, Your Honor, on top of
 12 the lien and everything else is that a lot of the things he
 13 talks about obviously are subject to the best evidence rule.
 14 If there was some loan or some other agreement, we haven't
 15 seen it.

16 But the consent order. So as an outgrowth of the
 17 filing and the issues associated with the eviction, there
 18 was a consent order, and that consent order, Your Honor, is
 19 attached. I think it's Exhibit C to the --

20 THE COURT: It's Exhibit H.

21 MR. KAUFMAN: H. I'm sorry.

22 THE COURT: To Document 20.

23 MR. KAUFMAN: Yeah. And so that consent order --
 24 (indiscernible).

25 Your Honor -- here it is. That consent order, to

Page 56

1 me, culminates all of the -- everything that predated it,
 2 everything that preceded it. And the parties had agreed by
 3 consent to transfer everything over to the -- to the
 4 Superior Court.

5 Then it says that we're to be paid -- McCracken is
 6 to be paid the \$75,000, which was done. But then it goes on
 7 to say in Section 4 on page 2 that Defendant shall pay all
 8 rents under the lease at issue, and he's got to pay May --
 9 April and May and whatnot. It's got to be timely, time
 10 being of the essence. And it's our contention, certainly,
 11 that those payments were not made timely. And as a result
 12 of that, what happens is that an immediate writ can be -- it
 13 says if Defendant does not timely pay rent as specified
 14 above, okay, Plaintiff shall be entitled to an immediate
 15 writ of possession. The property located there, proper
 16 application to the Court.

17 THE COURT: Okay.

18 MR. KAUFMAN: So it seems to me the simple
 19 question is did he make all of the payments? And leaving
 20 aside prior to the filing of the bankruptcy, did he make
 21 those payments timely? To my understanding, unquestionably,
 22 he did not. And then certainly I think by his own
 23 admission, that October payment was made several days late.
 24 I think it was made October 24th. Everything is due on the
 25 17th, and they were not made timely.

Page 57

1 And so at the end of the day, between not making
 2 timely payments per this consent order, and granting us the
 3 right to seek an immediate writ, coupled with the fact that
 4 there's a lien that is still outstanding that he's made no
 5 effort to remove, those are all defaults under the lease.
 6 And so it seems to me that that's, you know, pretty straight
 7 up.

8 And this idea of he's paid all this interest,
 9 there's no note. There is no interest. He's never paid a
 10 penny of interest. All he's paid is rent. And taxes are
 11 additional rent per the language of the lease. Repairs are
 12 additional rent per the language of the lease. And his
 13 claim now seems to be, "Look. I paid a chunk of money,"
 14 which we don't dispute. "But now I can't buy the house."
 15 Okay.

16 And the problem with that argument that I see --
 17 and in a non-technical sense, well, you've violated the
 18 terms of your agreement, number one. You also had the
 19 benefit of living in this wonderful mansion, you know, all
 20 this time. But this is on you. You had the opportunity.

21 I think the plan was -- I think the -- at the
 22 inception, the plan was rent the place for five years.
 23 After that, you'll get a nice credit. It'll reduce the
 24 purchase price. You'll buy it, and everybody goes off into
 25 the sunset. That was the plan. He was the one who messed

Page 58

1 up the plan by not being in compliance with the documents.
2 Okay. And now he's sort of complaining, "Well, I paid all
3 this money." That's right. You've also had the privilege
4 of living in this house for several years.
5 That's all I got, Your Honor.
6 THE COURT: All right. Thank you.
7 MR. JACKSON: Your Honor.
8 THE COURT: Mr. Jackson, with the consent order,
9 did you make those payments on time and in full?
10 MR. JACKSON: Yes, ma'am. All the payments were
11 made on time. There is no payment that's really due until
12 March if you do all the math calculation on it.
13 THE COURT: Well, no. It's -- I'm referring to
14 Paragraph 4 of the consent order that was entered by the
15 Superior Court that says, "Defendant shall pay all rents due
16 under the lease at issue in this action for the month of
17 April 2022 into the registry on or before May 1, and shall
18 further pay all subsequent months' rent into the registry on
19 or before the 17th day of each consecutive month thereafter
20 pursuant to the terms of the lease. Time is of the essence.
21 Rent shall be deemed paid upon receipt into the registry on
22 or before the 17th day of each month, except for rent for
23 the month of April 2022, which shall be deemed paid upon
24 receipt into the registry on or before May 1." Did you do
25 that?

Page 59

1 MR. JACKSON: Yes, ma'am. I paid all of it.
2 THE COURT: Okay. So that's what you can prove to
3 me on Tuesday with all your receipts and with documentation.
4 I'm sure that the Superior Court can show what was paid into
5 the registry.
6 MR. JACKSON: I got them all. Yes, ma'am.
7 THE COURT: All right. All right. And with
8 respect to the IRS lien, do you dispute that there is a lien
9 on this property?
10 MR. JACKSON: Well, there is an IRS lien. It was
11 for a tax return that -- effective 2003. But I have filed
12 my taxes, and the IRS is currently processing those.
13 THE COURT: But at the present time, there is a
14 lien against the property.
15 MR. JACKSON: Yes.
16 THE COURT: Okay.
17 MR. JACKSON: But I don't understand how there can
18 be a lien on a property if there is no interest in the
19 property, but --
20 THE COURT: Well, it is interesting. That's -- I
21 would concur that that's an interesting point that the IRS
22 filed a lien against a property that appears to be only
23 subject to a leasehold interest. But that is what it is.
24 So the other provisions, Mr. Kaufman, I understand
25 in general judgment of lien or an incumbrance would

Page 60

1 generally be at fault under the lease. So walk me through
2 how other provisions and the indemnification becomes a
3 default under the language of the lease.
4 MR. KAUFMAN: I think, Your Honor, the -- he's
5 allowed a lien to be impressed, and he's taken no action to
6 remove that lien. And we're entitled to be indemnified
7 under that section, and it hasn't occurred. I think there
8 is other language -- I have to go back and take a quick
9 look, Your Honor -- where he can't -- he can't impact our
10 title to this. I'll find that section with respect to that.
11 But our interest in that property is now impaired
12 based upon the actions that he has taken by allowing this
13 lien to exist.
14 Your Honor, I would also say just very quickly, by
15 his own admission, I mean, he's provided checks that show a
16 payment in September. That check was dated September 20th,
17 not the 17th. And the October payment was made on October
18 21st, not the 17th.
19 THE COURT: And is that of this year?
20 MR. KAUFMAN: Yes.
21 THE COURT: Okay.
22 MR. KAUFMAN: These were the payments that were
23 made pursuant to the consent order that he's -- that he's
24 subject to. And so --
25 THE COURT: And are those checks that and with you

Page 61

1 today, Mr. Jackson?
2 MR. GARCIA: I think we have them.
3 MR. JACKSON: I probably do. I think I do have
4 them.
5 MR. GARCIA: Your Honor, Nick Garcia speaking.
6 Mr. Jackson made the checks that were paid to the registry
7 of the Court as exhibits. I don't believe they are all
8 numbered, but Document 30, page -- it looks like 38 of 50 is
9 one of them. That's the October one, and that check is
10 dated 10-21-22, Your Honor. On page 35, Your Honor.
11 THE COURT: All right. Thank you.
12 MR. GARCIA: Document 30.
13 THE COURT: All right. That is dated September
14 20, 2022. That was the first payment of the 85,264.52 prior
15 to May 1st. And have a looks like 6-17-2022, maybe 7-16-
16 2022, 5-17, 6-17. What about the September 20th check, Mr.
17 Jackson?
18 MR. JACKSON: September 20th check?
19 THE COURT: Yes, sir.
20 MR. GARCIA: Do you want to take a look at it?
21 It's right here.
22 MR. JACKSON: Was it on a weekend? Probably was
23 on a weekend.
24 THE COURT: I don't know. September 17 was on
25 Saturday. The Monday would've been the 19th.

Page 62

1 This is what I'm going to do. It's about 20
2 minutes of 1:00. I'm going to talk about a half hour, take
3 a look at all the exhibits again and the lease again, and
4 then we'll go from there and see if evidence is necessary on
5 Tuesday.
6 So we'll be in recess for about 30 minutes.
7 MR. KAUFMAN: Thank you. So 10 after 1:00?
8 THE COURT: Yes. Yes.
9 MR. GARCIA: Your Honor, may we leave our
10 materials?
11 THE COURT: You may.
12 MR. GARCIA: Thank you.
13 MR. KAUFMAN: Thank you.
14 THE COURT: We'll be in recess.
15 MR. KAUFMAN: Thank you, Your Honor.
16 (Recess)
17 CLERK: Be seated, please. We're now back on the
18 record in the case of Derrick Bernard Jackson, case number
19 22-56981.
20 THE COURT: All right. Took a little break and
21 was able to take a look a little more closely at the
22 exhibits that each of the parties had filed. I do note that
23 Mr. Jackson filed a docket, Docket 30, page 35 and I believe
24 it's 38 of that same document, copies of the payments into
25 the registry of the Court of Fulton County, one dated

Page 63

1 September 20, 2022 and the other one dated October 21st of
2 2022, which as we previously discussed the consent order
3 that was entered into between the parties through their
4 counsel indicated that the landlord would have the right to
5 seek a writ of possession should any rental payment be not
6 timely paid.
7 Presumably, there has not been an attempt to get a
8 writ of possession because of the automatic stay in this
9 case, so that means that the exception to the automatic stay
10 for a judgment of possession doesn't apply in this case.
11 But I also looked further at the default notice
12 that was provided on March 15th of 2022, and I wanted to ask
13 Mr. Jackson first is cited failure to timely pay rent for
14 the month of January and February of 2022. Do you dispute
15 that those payments were made on time and in full for
16 January and February of this year, sir?
17 MR. JACKSON: Yes, ma'am.
18 THE COURT: You made those payments on time and in
19 full?
20 MR. JACKSON: Yes, ma'am.
21 THE COURT: All right. And did you pay the
22 property taxes for September of 2021?
23 MR. JACKSON: Yes, ma'am.
24 THE COURT: And did you pay the entire Homeowner's
25 Association dues for February of 2022?

Page 64

1 MR. JACKSON: I never got billed.
2 THE COURT: So you did not make that payment?
3 MR. JACKSON: No. I never received the bill.
4 THE COURT: Okay. Did you deny access to
5 contractors hired by the landlord to the property?
6 MR. JACKSON: No, ma'am.
7 THE COURT: And did you make improvements to the -
8 - or modifications or alterations to the property?
9 MR. JACKSON: Yes, ma'am.
10 THE COURT: All right. And did you obtain prior
11 approval of the landlord for that?
12 MR. JACKSON: I did not obtain their -- it was my
13 responsibility to do all that.
14 THE COURT: To make modifications, alterations,
15 and improvements?
16 MR. JACKSON: Maintenance and upkeep. I haven't
17 made any alterations.
18 THE COURT: I'm sorry?
19 MR. JACKSON: I haven't made any alterations to
20 the property other than for paying to have a roofer.
21 THE COURT: So the media center payment of \$9,000,
22 can you tell me what that was for?
23 MR. JACKSON: Yeah. That was for a projector.
24 The projector had -- it was an old model projector. It had
25 went been.

Page 65

1 THE COURT: So you replaced that?
2 MR. JACKSON: Yes, ma'am.
3 THE COURT: Did you put it in the same place that
4 the prior projector was in?
5 MR. JACKSON: Yes.
6 THE COURT: And what was the payment on 2-21 of
7 '20 to Jones of \$1,000?
8 MR. JACKSON: That was for maintenance around the
9 house.
10 THE COURT: And what's Rights Customs?
11 MR. JACKSON: Customs Right. He did a lot of
12 work. He did a lot of work to the bathroom. He stopped
13 toilets from leaking. They leaked all the way through,
14 destroyed the sheetrock over the garage.
15 THE COURT: And was is Slasko?
16 MR. JACKSON: I'm not recalling that.
17 THE COURT: All right. And you indicate that you
18 did not deny access to the landlord at any point?
19 MR. JACKSON: No.
20 THE COURT: All right. And did you make the
21 November rent payment into the registry of the Fulton County
22 Superior Court?
23 MR. JACKSON: Excuse me, ma'am?
24 THE COURT: Did you make the November payment to
25 the registry of the Fulton County Superior Court?

Page 66

1 MR. JACKSON: No, ma'am because it's my position
2 that the whole amount for this is already paid.
3 THE COURT: Well, but that consent order that you
4 agreed to indicates you are supposed to make payments on
5 time and in full or this entity is entitled to a writ of
6 possession. The underlying determination as to whether
7 there was really a default and who owes what to whom --
8 MR. JACKSON: All right --
9 THE COURT: -- has not been decided.
10 MR. JACKSON: It was my understanding -- it was my
11 understanding by my attorney that those payments were made
12 in full. It was paid in advance.
13 THE COURT: That's completely inconsistent with
14 the consent order that you entered. I think it's really two
15 different issues, okay?
16 MR. JACKSON: Okay.
17 THE COURT: The argument that you paid in full and
18 paid in advance goes to whether there was a default, whether
19 you owed any money. There's a subsequent consent order that
20 says if you don't pay the rental amount on time and in full
21 each month, that they can get a writ of possession.
22 And the matter didn't go forward to allow the
23 Superior Court to determine if you're right or they're
24 right, if they owe you money or if the termination was
25 appropriate, so until that time, obviously subject to the

Page 67

1 bankruptcy stay -- but until that time, you've got a consent
2 order that says you're going to make these payments. And I
3 will further say, even separate and apart from that, in the
4 bankruptcy court to deal with a lease, in order to keep a
5 lease, you have to make the post-filing payments on time and
6 in full, and any arrearage you would have to cure.
7 The test in bankruptcy for that is whether you can
8 provide adequate assurance of future performance, which
9 would mean you'd have to establish that you can pay all the
10 things that the lease requires you to pay. And to the
11 extent there's an arrearage -- which it looks like since you
12 paid the \$85,000, maybe there isn't an arrearage, but that's
13 something that you still have to do going forward.
14 And just for your edification in bankruptcy, the
15 ability to strip down or reduce the amount that you have to
16 pay a mortgage holder is inapplicable to a principle
17 residence. So even if this were a mortgage and not a lease,
18 which I've already determined it's a lease, that is not a
19 remedy that's available in this case because this is your
20 principle residence.
21 So we're really down to talking about the
22 automatic stay and whether you have the ability to make the
23 required rental payments post-petition while making the
24 trustee payment, which one has come due and has not been
25 made. So at this point, you owe the rental payment of

Page 68

1 \$15,000 and a trustee payment of 4,000-plus, so something in
2 the range of \$19,000 plus even to keep the bankruptcy case
3 going. So tell me when you can make those payments.
4 MR. JACKSON: I can do it by Wednesday.
5 THE COURT: Wednesday will be December 14, and
6 that would be the November rental payment, which would mean
7 another payment would be due in -- on the 17th, if you go to
8 the next Monday, the 19th. All right.
9 Yes, Mr. Kaufman?
10 MR. KAUFMAN: Your Honor, if you don't mind, if I
11 can just be heard for one second.
12 THE COURT: Yep.
13 MR. KAUFMAN: And just a thought here, and that is
14 in section -- on the lease in Section 27, it allows for -- I
15 mentioned this previously under the special stipulation that
16 this lease can be terminated by either party within 60 days
17 written notice of the termination of the lease.
18 Significantly, the exhibit that you were referring
19 to -- this is Docket 29, number 7. This notice was of
20 nonrenewal of lease and termination of option to purchase.
21 Okay. And so aside from the default, which we certainly
22 believe has occurred and is not fixable at this point -- if
23 something is late, it's late. You miss the boat, you miss
24 the boat. But significantly here, the lease, by not being
25 renewed, would terminate as of 16 May 2022. Okay.

Page 69

1 And so that lease is over. It's terminated. It's
2 not renewed. And so if that (indiscernible) pre-committing
3 a default, which we contend has occurred, at that point
4 there is no lease. There is no lease to make further
5 payments on.
6 The obligation -- and we were careful in the
7 language in the consent order, as I mentioned earlier, was
8 not to use any language that would somehow suggest that the
9 lease gets revived or it still has some -- you know, a
10 breath of air associated with it, allowed the parties -- the
11 agreement was, in Section 4, Plaintiffs permitting Defendant
12 to remain in possession of the premises, paying of rents
13 into the registry, so to not compromise or prejudice either
14 party's rights or privileges associated with these actions
15 or their, you know, respective rights, et cetera, et cetera.
16 And so that was the point. What was the lease, in
17 our view, was over and done, again, prepetition but
18 certainly by its own terms contractually is over as of May
19 16, 2022. It's not renewed. We've agreed not to renew it,
20 and we've canceled it as part of that not renewing.
21 And so we think that the issue of whether or not
22 there's a -- you know, I guess we can get into a
23 determination as to whether or not there was a default. We
24 think there was. We think there's ample evidence. We think
25 that the checks themselves bearing the dates that are

Page 70

1 clearly after when they were due, but there is no -- there
2 is no lease.

3 And then the debtor did not have an unexpired
4 lease on the date of the filing of the petition. He filed
5 the petition on October 25th. The lease was over as of May,
6 four months, five months earlier. He can't cure the
7 arrearage due to assume the lease in bankruptcy. There's no
8 lease to assume. It's gone.

9 And so we submit that we're entitled to the relief
10 from the automatic stay.

11 THE COURT: Do you understand what Mr. Kaufman has
12 just suggested to the Court, that under the lease, under the
13 special stipulations -- which is Paragraph 27, page 9 of 12
14 -- that states that the lease will automatically be extended
15 for consecutive additional one-year terms or less unless or
16 until terminated by either party with 60 days written notice
17 to the other.

18 This nonrenewal of lease and termination of option
19 to purchase is dated March 15 of 2022. Even setting aside
20 any dispute as to a default under the terms of the lease, 60
21 days after this notice that the lease was not going to be
22 renewed, the lease no longer existed.

23 And I think that -- I think that's an accurate
24 interpretation of the lease. As I already said this
25 morning, Mr. Jackson, the argument that the purchase and

Page 71

1 sale agreement and that you were paying interest on a loan
2 just doesn't hold up in face of the language of the purchase
3 and sale agreement. The two agreements do cross-reference
4 each other. They're very clear that a default under one is
5 a default under the other, and that there is a --

6 You could have terminated the lease by giving 90
7 days' notice, or the landlord can terminate the lease giving
8 60 days' notice, and this does not tie anything to cause.
9 It just says you can terminate this -- or you could've or
10 the McCrackens could've, and this letter clearly indicates
11 that the lease is not being renewed, that it's terminating
12 the option to purchase, and it would've been effective 60
13 days, so on -- it appears -- May 15 of 2022, perhaps May 16
14 of 2022, but long before either of the bankruptcy filings.

15 So with that, I'm going to grant the motion for
16 relief from the automatic stay. We'll do a short order just
17 for the reasons announced on the record.

18 With respect, Mr. Jackson, to the motion to value,
19 as I've indicated, there's no -- there's no basis to value.
20 Even if the lease weren't terminated, there's no basis to
21 value the property because it isn't subject to a mortgage,
22 so there is no mortgage in effect here, and a lease --
23 doesn't matter what the property is worth. You pay what the
24 lease says regardless of the value of the property. So that
25 motion I'm going to deny as being without merit.

Page 72

1 With respect to the violation of the automatic
2 stay, regardless of knowledge, 362(k) of the bankruptcy code
3 provides that there is a violation of the stay whether the
4 other party knows about the stay or not. The question then
5 becomes whether it's willful, meaning did the party know
6 about the stay and do something in the face of the stay that
7 is a violation? Here, the argument is that the deposition
8 was a violation of the automatic stay, but it can't be a
9 willful violation as Mr. Kaufman has said they had no
10 knowledge, and apparently neither you nor your counsel
11 indicated to them that there was a previous bankruptcy
12 filing, so you didn't put them on notice that there could be
13 a stay violation.

14 And finally, there has to be an injury caused.
15 Even if -- even if you set aside the issue of lack of
16 knowledge, there has to be an injury caused by violation of
17 the automatic stay for any type of damages, and that comes
18 from the 11th Circuit in the case of Lodge versus Kandaaur
19 Capital Corp. 750 F.3d 1263. That's a 2014 case from the
20 11th Circuit. Sitting for a deposition in ongoing
21 litigation when there was no statement that there was a
22 bankruptcy I can't find that there -- that it would be
23 equitable and appropriate to grant damages when the party
24 who had the knowledge and could've imparted it did not do
25 so.

Page 73

1 I had a trial that lasted a couple of days with a
2 similar issue, and the individual who was raising the stay
3 violation had filed an adversary, had proceeded in a case,
4 and had taken all sorts of actions in the state court and
5 never once mentioned the bankruptcy case. And 10 years
6 later -- literally 10 years later -- sought to invalidate
7 everything that had happened in the state court, and that's
8 not equitable to use something to your own benefit but then
9 try and turn it around on someone else. And I declined to
10 take that action in that case, and I decline to do that in
11 this case.

12 With respect to the insertion in the order of a
13 provision that said that the matter could be determined by
14 either this Court or the bankruptcy court, certainly there
15 was knowledge of the stay, so there's a question of whether
16 there was any injury there.

17 And I'd be happy to hear from you what injury,
18 what damages you believe you suffered from that, or if you'd
19 like to reset that motion for another day to talk about
20 that, I'm happy to do that. I know you'll be here, I think,
21 on the 14th. We could do that. We could reset this to that
22 day with the motion to extend the stay to have you explain -
23 - and again, it will be preliminary -- but what type of
24 injury you suffered from that.

25 MR. JACKSON: Okay.

Page 74

1 THE COURT: All right, to determine if there's any
2 reason to go further under 362(k) on any damages. All
3 right.
4 So I think that concludes all the matters before
5 us today.
6 Go ahead, Mr. Kaufman or Mr. Garcia.
7 MR. KAUFMAN: Yes, Your Honor. One point that Mr.
8 Garcia --
9 THE COURT: Okay.
10 MR. KAUFMAN: -- would like to make.
11 MR. GARCIA: Yes, Your Honor. Thank you. I just
12 wanted to be clear that we had requested in rem relief in
13 our prayer for relief biased on conduct of Mr. Jackson's
14 filings, and to avoid a similar circumstances of halting the
15 dispossessory in a subsequent filing, as well as that
16 similar relief to the funds that are in the registry so that
17 we can clearly -- or I'm sorry -- actually proceed with
18 what's contemplated under that consent order that we
19 discussed today.
20 THE COURT: All right. With respect to in rem
21 relief, I know you all don't spend a lot of time down here,
22 but if you did, you would know that I have often said that
23 merely filing some cases, the code provides for that in
24 shortening the stay and other things. The in rem relief in
25 my estimation is meant for truly bad faith issues, for

Page 75

1 really extreme situations. I don't find -- from what I've
2 heard today, and granted we've been -- everyone's standing
3 in their place and talking, but I don't find that in rem
4 relief is appropriate.
5 With respect to moving forward under the consent
6 order, certainly this stay relief for you to go back to the
7 Superior Court and continue that action is granted.
8 MR. GARCIA: Thank you, Your Honor.
9 THE COURT: All right. Is there anything else
10 that we need to address today, Mr. Kaufman?
11 MR. KAUFMAN: I'm just wondering, Your Honor --
12 and I appreciate the Court's indulgence. There's a first
13 meeting of the creditors. Is the existing progression order
14 still in place? That hasn't changed?
15 THE COURT: That does not change.
16 MR. KAUFMAN: Okay.
17 THE COURT: It does not change. All right. Mr.
18 Jackson --
19 MS. BUCKLEY GORDON: Your Honor, if I --
20 THE COURT: Go ahead.
21 MS. BUCKLEY GORDON: I'm sorry, Your Honor.
22 THE COURT: That's okay.
23 MS. BUCKLEY GORDON: If I could make an
24 announcement. The meeting of creditors is scheduled for
25 tomorrow, but in looking at the schedule, the Chapter 13

Page 76

1 trustee's office may reschedule the meeting of creditors,
2 and schedule it and notice it as a business meeting of
3 creditors. And I can get that notice filed today and follow
4 up with Mr. Jackson.
5 THE COURT: All right. And that will go on the
6 docket as well.
7 MS. BUCKLEY GORDON: Yes, ma'am.
8 THE COURT: Okay. All right. So with --
9 MS. BUCKLEY GORDON: I'm just telling Mr. Jackson
10 so he knows that it may be okay not to appear tomorrow
11 because I do plan to re-notice the meeting of creditors as a
12 business meeting of creditors.
13 THE COURT: Okay. So it is not going to go
14 forward tomorrow.
15 MS. BUCKLEY GORDON: Yes.
16 THE COURT: Okay.
17 MS. BUCKLEY GORDON: That is correct.
18 THE COURT: Okay. So for -- what Ms. Buckley --
19 Ms. Buckley Gordon is indicating is the Chapter 13 trustee
20 has certain provisions for a debtor who is operating a
21 business and funding a case through a business that are
22 different than just an individual who's just a wage earner.
23 And so she is going to re-notice this case as a business
24 case because Mr. Jackson does operate businesses and is
25 funding his case through that. But the re-notice will be on

Page 77

1 the docket.
2 If you would, Ms. Buckley, maybe just shoot Mr.
3 Garcia an e-mail or however you notify Mr. Jackson, just let
4 Mr. Garcia and Mr. Kaufman know as well.
5 MS. BUCKLEY GORDON: Okay. I will do that.
6 THE COURT: All right. Thank you.
7 MR. GARCIA: If I could make one further inquiry,
8 Your Honor.
9 THE COURT: Yes, sir.
10 MR. GARCIA: So just to be clear that there'll be
11 no evidentiary hearing on the 6th, and I also wanted -- if
12 our could provide maybe some guidance on December 14th given
13 that that is a motion that we anticipated filing a response
14 on. We may not necessarily need to based on the relief that
15 you provided today.
16 THE COURT: And you don't have to file a response
17 to that. That's entirely up to you.
18 With respect to the 363(k) issue, that's not going
19 to be an evidentiary hearing date either. I'm setting that
20 over to allow Mr. Jackson to consider what 363(k) requires
21 and what damage or injury he actually suffered from the
22 tweak to that consent order. And he may determine there was
23 nothing. He may come up with certain things, but it's just
24 to give him time -- there's been a lot today -- to think
25 about that and see where he comes down on that.

Page 78

1 MR. GARCIA: That's on the 14th.
 2 MR. KAUFMAN: Oh, that's on the 14th.
 3 THE COURT: Yes.
 4 MR. KAUFMAN: Okay.
 5 THE COURT: There's already the hearing on the
 6 motion to extend the stay, so we'll just put that at the
 7 same time.
 8 MR. GARCIA: Okay. Thank you, Your Honor.
 9 THE COURT: All right. And Mr. Jackson, any
 10 questions I can answer for you?
 11 MR. JACKSON: No. I'm good. Thank you.
 12 THE COURT: All right. Thank you all very much,
 13 and we'll be adjourned.
 14 MR. KAUFMAN: Thank you, Your Honor.
 15 CLERK: All rise, please.
 16 (Whereupon these proceedings were concluded at
 17 1:47 PM)
 18
 19
 20
 21
 22
 23
 24
 25

Page 80

1 CERTIFICATION

2

3 I, Sonya Ledanski Hyde, certified that the foregoing
 4 transcript is a true and accurate record of the proceedings.
 5
 6 *Sonya M. Ledanski Hyde*
 7
 8 Sonya Ledanski Hyde
 9
 10
 11
 12
 13
 14
 15
 16
 17
 18
 19
 20 Veritext Legal Solutions
 21 330 Old Country Road
 22 Suite 300
 23 Mineola, NY 11501
 24
 25 Date: December 13, 2022

Page 79

1 I N D E X

2

3 R U L I N G S

4 Page Line

5

6 Motion for relief from the automatic stay 71 15
 7 Granted

8

9 Motion to value, Denied 71 25

10
 11
 12
 13
 14
 15
 16
 17
 18
 19
 20
 21
 22
 23
 24
 25

1 I N D E X

2

3 R U L I N G S

4 Page Line

5

6 Motion for relief from the automatic stay 71 15
 7 Granted

8

9 Motion to value, Denied 71 25

10
 11
 12
 13
 14
 15
 16
 17
 18
 19
 20
 21
 22
 23
 24
 25

1	15,000 12:19 25:25 26:1 30:10 36:1 40:14 43:6 68:1	2021 63:22 2022 1:10 8:1 19:5 40:13,23 41:3 58:17,23 61:14,16 63:1,2 63:12,14,25 68:25 69:19 70:19 71:13,14 80:25	29-3 23:25 29-4 17:19 2nd 5:2 6:9
1 3:3 13:3 34:5,6 58:17,24 1,000 65:7 1,700,000 18:21 1,800,000 18:15 1.7 52:5 10 16:25 17:1 62:7 73:5,6 10,000 42:24 10-21-22 61:10 100 19:19,20 100,000 18:17 20:10 10:00 48:20 11 35:1,19 11501 1:22 80:23 11th 8:17 72:18 72:20 12 17:1 23:25 40:14 70:13 12151 80:6 1263 72:19 12th 41:2 13 2:12 7:20 8:1 75:25 76:19 80:25 13,000 44:14 13,700 42:19 13,977.79 42:18 42:20 131 12:11 14 68:5 147 12:10 14th 73:21 77:12 78:1,2 15 70:19 71:13 79:6	15th 63:12 16 68:25 69:19 71:13 16,500 41:2 1600 2:14 16th 13:5 22:5 22:11 28:1 17 61:24 17th 11:24 13:4 15:25 19:4 30:10,12 56:25 58:19,22 60:17 60:18 68:7 180,000 40:14 19,000 68:2 190,000 40:12 41:1 1930s 37:11 1981 35:19 19th 61:25 68:8 1:00 62:2,7 1:47 78:17 1st 61:15	2025 19:4 20:17 22:5,12 39:14 52:25 206,000 40:12 40:23 41:10 20th 5:3,21 60:16 61:16,18 21 41:20 213 34:4 21st 60:18 63:1 22 41:20 54:9 22-56981 1:6 4:3 62:19 22-58536 1:7 7:4 22c 14:23 22g 55:2 24th 8:1,5 28:9 30:13 36:2 56:24 25 79:9 25,000 26:7 25th 27:18 28:10 70:5 26 24:1 26,000 40:15 27 16:11 68:14 70:13 2710 2:8 285 2:13 29 11:8 68:19	3
	2		3 3:9 11:8 18:5,6 18:7 20:25 21:15 51:19 30 1:10 18:21 29:17 52:6 61:8 61:12 62:6,23 300 1:21 80:22 300,000 50:17 30009 2:9 30022 2:4 301,000 14:5,7 17:12 54:22 30303 2:15 30th 8:7 19:5 330 1:20 80:21 341 8:11 35 61:10 62:23 362 35:1 72:2 74:2 363 77:18,20 37,000 25:9 26:4 38 61:8 62:24
			4
	2 3:6 56:7 2-21 65:6 20 55:22 61:14 62:1 63:1 65:7 200 2:8 2003 59:11 2013 34:6 2014 72:19 2019 10:20 22:16 2020 11:1,24 13:4 15:1 50:17		4 3:13 54:5 55:4 56:7 58:14 69:11 4,000 68:1 4,218 8:3 442,000 50:9 448 50:9 45,000 50:11 498 12:12 4:00 28:12 4:30 29:18

5	9	acquired 10:10	affection 9:24
5-17 61:16	9 16:11 23:25	act 30:7	affidavit 41:5,8
50 61:8	70:13	acting 36:17	afford 47:12
50,000 50:11	9,000 64:21	action 26:15,21	afternoon 5:12
541 34:1	9,900 43:1	27:5,14 58:16	5:19 8:12 28:12
6	9,950 43:1	60:5 73:10 75:7	29:18
6 21:18 22:13	9.5 45:3	actions 55:6	agent 23:11
6-17 61:16	90 4:5 6:19,21	60:12 69:14	aggregate 18:18
6-17-2022 61:15	13:9 16:8 71:6	73:4	52:3
60 5:7 6:20	92 4:4	actual 6:12 13:2	agree 41:18,19
13:10 16:8	93 4:7 35:19	actuality 11:4	52:22
68:16 70:16,20	937571 34:5	add 14:11 53:22	agreed 22:6
71:8,12	955 2:3	addended 54:10	26:13,18 34:20
6a 21:22	9:54 1:11	additional 12:17	56:2 66:4 69:19
6th 8:21 77:11	a	12:20 13:23	agreeing 36:13
7	a.m. 1:11	26:1 40:18 49:4	agreement 11:4
7 43:4 44:13	ability 18:25	49:4 57:11,12	11:11,25 14:24
46:11 68:19	67:15,22	70:15	14:25 15:17,21
7-16 61:15	able 62:21	address 13:25	16:16 17:17,18
70,000 20:4	absolute 50:16	33:9 75:10	19:3 21:23 22:3
71 79:6,9	absolutely 13:20	addressed 25:20	25:4,21 27:8,10
75 30:4	16:3 41:18,19	38:5	30:5 43:25 44:2
75,000 56:6	access 64:4	adequate 35:22	44:4,5,15,21
750 72:19	65:18	40:4,10 53:6	45:3,16 46:6
8	accomplish	67:8	49:12,15,16,21
8 11:10 44:7	49:25	adequately 36:7	49:22 50:22
8.25 18:21 19:14	account 52:17	adjourned 78:13	51:5,20 52:2,19
42:18	accrue 12:20	adjusted 20:25	52:21,23 53:10
8.5 52:5	accumulated	adjustment	54:10,11 55:14
80,000 20:4	18:20 52:5	35:16	57:18 69:11
85 25:6	accurate 44:15	admission 56:23	71:1,3
85,000 30:4	70:23 80:4	60:15	agreements 71:3
67:12	acknowledged	admit 48:12	agrees 18:14
85,264.52 61:14	18:12	advance 66:12	ahead 4:6,17
88 12:10	acknowledges	66:18	5:13 6:21 9:5
8th 15:1,22	25:18	advanced 25:11	15:11 32:12
	acknowledging	39:16	37:14 74:6
	25:21	adversary 73:3	75:20
		advising 23:21	aid 36:18

air 69:10 alert 29:4 allege 45:10 alleged 33:23 allegedly 25:17 allow 12:6 14:4 42:8 66:22 77:20 allowed 14:5 30:5 60:5 69:10 allowing 60:12 allows 23:10 27:16 68:14 alluded 26:1 alluding 54:14 alpharetta 2:9 alterations 64:8 64:14,17,19 ambiguous 38:22 39:6 amendment 54:12 amortization 52:12,14 amortized 18:21 19:17 52:6 amount 8:3,10 18:18,20 20:1 25:23,25 26:10 50:23 52:3,5 66:2,20 67:15 ample 17:10 69:24 announced 71:17 announcement 75:24 annually 13:5 answer 78:10	anticipate 36:20 anticipated 77:13 anticipating 8:7 anymore 41:24 anyway 29:9 apart 67:3 app 12:10,11 apparent 28:23 apparently 27:15 72:10 appear 46:22 76:10 appearances 2:1 4:10 7:12 appears 59:22 71:13 application 56:16 applied 19:21 apply 37:18 63:10 appraisal 38:11 appraised 38:10 appreciate 75:12 approach 9:24 42:1 appropriate 46:25 66:25 72:23 75:4 approval 64:11 approximately 25:5 april 10:20,22 10:25 15:16 22:16,18,25 24:24 43:22,24 44:1 56:9 58:17 58:23	aptly 12:1 arguably 16:8 34:10 argue 13:8 43:14,21,24 47:14 argues 46:5 arguing 44:14 49:17 53:8 argument 25:13 36:19,20 37:13 38:4 40:2,21 45:5 46:10,12 47:24 49:12,13 51:4 52:18 53:12 57:16 66:17 70:25 72:7 arrearage 67:6 67:11,12 70:7 arrears 35:17 articulated 36:20 ashley 24:25 aside 13:24 56:20 68:21 70:19 72:15 asked 24:23 33:7 38:7 asking 26:7 asserted 39:23 assist 23:11 associate 7:14 29:24 48:23 associated 39:10 55:17 69:10,14 association 63:25	assume 19:24 70:7,8 assurance 53:6 67:8 atlanta 1:3,9 2:15 attach 14:4,7 attached 17:12 38:24 43:22 51:6 54:10 55:19 attempt 63:7 attention 11:15 attorney 5:23,24 28:3 33:1 44:24 44:25 48:14 66:11 attributes 18:1 authority 12:8 26:11 authorized 24:2 automatic 3:4,7 3:10 4:5,8 7:6 29:6,13 30:21 32:2,4 34:2,19 47:7,13,15 50:8 63:8,9 67:22 70:10 71:16 72:1,8,17 79:6 automatically 13:5 16:15 24:11 70:14 available 21:3 47:5,17,17 67:19 ave 2:13 avoid 74:14 aware 19:18
--	---	---	---

b	beginning 4:4 19:19 22:23	breach 19:2,3 54:21 55:8	called 10:16 23:6 26:2 28:25 44:5 54:4
b.r. 35:19	behalf 7:14	breached 22:10 22:10 35:11	canceled 69:20
back 10:20 17:8 23:24 25:16 30:2 31:16 44:21 60:8 62:17 75:6	believe 8:16,21 12:19 13:10 17:9 23:14,19 27:8 31:13 35:4 36:1,2,7 61:7 62:23 68:22 73:18	break 62:20	capacity 17:3
background 9:14 25:4 33:10	believes 17:24	breath 69:10	capital 72:19
bad 74:25	bem 1:6,7	brief 37:6	cardinal 13:17
band 36:18	bench 27:6,11 27:17	briefly 14:17 17:16	care 23:9
bank 19:13 21:2	benefit 19:9 47:15 57:19 73:8	briefs 40:16	careful 36:9 69:6
bankruptcies 32:19	bernard 1:6 2:2 3:9 4:3 7:5 62:18	bronx 10:14	case 4:3,3,13,20 4:24 5:2,22,25 7:4,21,23,25 12:7,8,9,11 26:21 27:5,13 27:16 28:3,14 29:12,15,20 30:1 31:5 32:5 32:16 34:6 35:6 35:10,18,20 37:10,11,11,12 37:19 47:1 53:7 62:18,18 63:9 63:10 67:19 68:2 72:18,19 73:3,5,10,11 76:21,23,24,25
bankruptcy 1:1 1:16 5:25 9:2 14:12 18:13 27:24 28:1,6,7 28:13,25 29:2,5 29:12 30:20 31:7,11,15,19 32:1,14,15,20 32:23,24 33:23 34:1 35:8 36:8 47:1,3,5,17 48:3 53:7 56:20 67:1 67:4,7,14 68:2 70:7 71:14 72:2 72:11,22 73:5 73:14	best 13:12 30:18 34:13 55:13	browning 12:11	cases 33:16 37:6 50:13 74:23
barbara 1:15	bestows 16:19	buckley 2:11 4:16,17,18,22 4:25 5:1 7:19,19 7:20,25 8:10,14 75:19,21,23 76:7,9,15,17,18 76:19 77:2,5	cash 21:5
based 52:9,18 53:11 60:12 77:14	better 47:4 48:24	burden 35:2	cashier's 21:2,4
basis 53:8 71:19 71:20	beyond 26:11	business 38:20 76:2,12,21,21 76:23	castigated 32:11
bathroom 65:12	biased 74:13	businesses 76:24	cat 15:8
bearing 69:25	big 11:19,20	buy 52:17 57:14 57:24	cause 10:23 34:2 71:8
becoming 47:21	bill 64:3	buyer 15:2 18:13 22:4	caused 18:6 72:14,16
	billed 64:1	c	causes 14:1
	binding 54:13	c 4:1 22:13 34:4 55:19 80:1,1	center 2:13 64:21
	bit 10:20 19:22 28:11 40:2 50:22	calculate 18:8 21:10	
	boat 68:23,24	calculation 52:15 58:12	
	bogus 41:6,12 46:15,17	calendar 27:6 27:17,18,19 28:10 32:5	
	bought 25:14	call 7:3 18:2 25:6 28:12	

<p>certain 12:7,22 13:25 25:10 76:20 77:23</p> <p>certainly 12:7 16:9 25:20 29:5 32:7 34:24 35:5 48:1 51:5 56:10 56:22 68:21 69:18 73:14 75:6</p> <p>certified 80:3</p> <p>cetera 24:3,4 69:15,15</p> <p>change 31:4,4 31:21,25 47:25 75:15,17</p> <p>changed 75:14</p> <p>chapter 2:12 7:20 8:1 75:25 76:19</p> <p>charge 41:7 45:3</p> <p>charges 54:6</p> <p>check 21:3,4 41:4 60:16 61:9 61:16,18</p> <p>checking 32:20</p> <p>checks 60:15,25 61:6 69:25</p> <p>chunk 57:13</p> <p>circuit 72:18,20</p> <p>circumstances 74:14</p> <p>cited 33:16 34:4 50:13 63:13</p> <p>cites 37:10</p> <p>citing 35:17</p> <p>civil 28:3</p> <p>claim 5:11 25:7 26:11,15 38:13 41:4 57:13</p>	<p>claiming 25:9 40:10</p> <p>claims 38:10</p> <p>clairvoyant 33:2</p> <p>clarify 13:1</p> <p>clause 54:16</p> <p>clear 13:20 37:5 47:21 49:17 50:12 54:1 71:4 74:12 77:10</p> <p>clearly 22:20 38:1,17 39:10 41:5 54:19 70:1 71:10 74:17</p> <p>clerk 4:2,7 7:4 62:17 78:15</p> <p>client 28:13,23</p> <p>close 22:5</p> <p>closely 62:21</p> <p>closing 16:23 18:11,13,18 21:4,6,11,22 52:3</p> <p>clouding 14:10</p> <p>club 10:16,18</p> <p>clue 28:6</p> <p>code 23:12 34:1 47:5,17 48:3 72:2 74:23</p> <p>collect 50:20</p> <p>collection 32:8</p> <p>come 5:14 8:8 9:6 51:22 67:24 77:23</p> <p>comes 22:22 23:17 44:14 53:13 72:17 77:25</p> <p>coming 7:22 29:7 52:9</p>	<p>commence 11:23</p> <p>commencement 13:4</p> <p>committing 41:7 54:17 69:2</p> <p>companies 23:11</p> <p>company 23:6,6 23:7,14,19,20</p> <p>competent 31:8</p> <p>complaining 58:2</p> <p>completely 39:8 66:13</p> <p>compliance 20:18,19 32:10 37:25 58:1</p> <p>component 17:6</p> <p>compromise 69:13</p> <p>concern 29:21 29:25 31:10</p> <p>concerned 39:12</p> <p>concerns 36:10</p> <p>concession 20:14</p> <p>concluded 78:16</p> <p>concludes 74:4</p> <p>concomitantly 22:10</p> <p>concur 59:21</p> <p>conditions 18:25 21:18,19 22:9 37:22 39:12</p> <p>conduct 74:13</p> <p>conference 3:3 4:4,10,12 5:5 6:22</p>	<p>confirm 28:19</p> <p>confirmation 8:14,16</p> <p>confusion 10:24 17:22 18:6</p> <p>consecutive 58:19 70:15</p> <p>consent 25:3 30:3,6,7 34:19 35:25 36:4,10 36:16 55:16,18 55:18,23,25 56:3 57:2 58:8 58:14 60:23 63:2 66:3,14,19 67:1 69:7 74:18 75:5 77:22</p> <p>consequence 12:21</p> <p>consequently 34:15</p> <p>consider 77:20</p> <p>constant 19:19</p> <p>constitute 12:17 54:11</p> <p>construction 13:18</p> <p>construed 36:12</p> <p>construes 39:4</p> <p>construing 38:19</p> <p>contact 6:9,11</p> <p>contemplated 18:23 33:22 74:18</p> <p>contemplates 23:13</p> <p>contend 33:5,11 34:24 38:2 69:3</p>
---	--	--	--

<p>contended 34:8 contention 39:1 56:10 continuances 24:23 continue 32:8 75:7 continued 35:24 contract 37:17 37:20 38:22 39:4 44:3 50:6 contractors 64:5 contracts 13:18 38:19 contractual 48:2 48:2 53:9 contractually 19:6 69:18 contrast 37:17 control 50:16 conveys 33:21 convince 53:4 cooperatively 28:4 copies 40:18 62:24 copy 14:6 28:19 29:18,20 32:16 43:11,13 corp 72:19 correct 11:12 15:18 44:9,10 76:17 could've 71:9,10 72:24 counsel 5:9 8:24 9:3 23:19 25:1 29:19 40:8 44:8 63:4 72:10</p>	<p>counterclaim 25:8 26:3,10 country 1:20 10:16,18 80:21 county 14:13 24:7 62:25 65:21,25 couple 6:10 11:14 24:22 28:4 32:25 53:23 73:1 coupled 57:3 course 12:17 16:5 22:17 25:18 court 1:1 4:6,9 4:13,17,21,23 5:4,13,17 6:4,15 6:18,25 7:2,11 7:16,21 8:5,9,13 8:18 9:9,11,15 9:16,19,23,25 10:2,4,6 11:10 11:15 12:9 14:12 15:5,9,11 16:25 17:18 19:18 24:7,25 25:9 26:4,6,8,11 26:15,16 27:4 28:25 29:3,7,11 29:23 30:4,9,11 30:22,22 31:2,6 31:7,8,11,15,16 31:17,19,20,25 32:1,1 33:7,10 35:12 36:8,11 36:18 37:20 38:18,19,21 39:2,19,21,25 40:6,16,17,19</p>	<p>40:25 41:16,20 42:2,5,8,10,14 42:21,25 43:2,4 43:9,11,13,17 43:21 44:4,7,11 44:13,18,23 45:5,8,10,13,18 45:24 46:4,14 46:17,19,21,24 46:25 47:3,7,10 47:11,11,19 48:11,14,16,20 48:22 49:3,7,9 49:11,23 50:1,4 50:25 51:4,13 51:17,23 52:2 52:14 53:19,21 53:25 55:1,9,20 55:22 56:4,16 56:17 58:6,8,13 58:15 59:2,4,7 59:13,16,20 60:19,21,25 61:7,11,13,19 61:24 62:8,11 62:14,20,25 63:18,21,24 64:2,4,7,10,14 64:18,21 65:1,3 65:6,10,15,17 65:20,22,24,25 66:3,9,13,17,23 67:4 68:5,12 70:11,12 73:4,7 73:14,14 74:1,9 74:20 75:7,9,15 75:17,20,22 76:5,8,13,16,18 77:6,9,16 78:3,5 78:9,12</p>	<p>court's 11:7 75:12 courtesy 29:20 courtroom 4:11 courts 32:10 covid 39:15 create 37:1,4 41:12 created 37:1 credit 20:9 57:23 creditors 8:11 75:13,24 76:1,3 76:11,12 creek 2:4 10:12 cross 14:23 16:16 22:2,2,11 22:20 24:16 71:3 crystal 13:20 culminated 24:24 culminates 56:1 cure 17:10,11 23:22 67:6 70:6 currently 53:11 59:12 customs 65:10 65:11</p>
d			
<p>d 3:1 4:1 79:1 damage 77:21 damages 5:11 6:23 55:7 72:17 72:23 73:18 74:2 date 8:15,16 13:4 14:19 18:18 21:21 22:7 27:18 52:3</p>			

53:1 70:4 77:19 80:25 dated 11:16 15:1 15:21 60:16 61:10,13 62:25 63:1 70:19 dates 28:11 69:25 day 5:21 8:6 11:17 16:8 22:8 28:10 48:24 57:1 58:19,22 73:19,22 days 5:7 6:19,20 6:21 13:9,11 33:1 56:23 68:16 70:16,21 71:7,8,13 73:1 deal 8:20 26:17 30:3 33:16 34:21 36:18 45:1 67:4 deals 45:2 debt 35:16 debtor 1:8 2:2 33:14 34:7 35:2 35:2,17,24 70:3 76:20 debtor's 3:3,9 3:11 4:4,7 7:5,7 34:3 dec 27:5 december 23:17 41:4,17 68:5 77:12 80:25 decided 66:9 declaratory 26:20 27:14 decline 73:10	declined 73:9 deed 21:11 46:17 deeds 10:9 deemed 21:5 58:21,23 default 13:6 14:1 16:6,7 17:7 22:2,11 23:21 23:22 24:9,14 39:13,13 41:17 46:9,13,15,23 46:23 47:23 49:12,14 52:24 53:4,14,16 60:3 63:11 66:7,18 68:21 69:3,23 70:20 71:4,5 defaulted 14:23 16:16 24:16 49:20,21 defaults 57:5 defendant 56:7 56:13 58:15 69:11 defined 18:17 21:24,24 definite 44:1 definition 33:25 delight 27:7 demand 27:13 27:14 denied 79:9 deny 64:4 65:18 71:25 denying 15:15 deposit 20:10 deposition 18:12 26:23 28:2,5,7 32:12 43:20	72:7,20 derogation 54:23 derrick 1:6 2:2 3:9 4:3 7:5 15:2 62:18 described 21:2 description 17:5 designed 19:9 21:13 32:8 35:13 37:1 despite 22:24 destroyed 65:14 details 9:13 determination 38:21 66:6 69:23 determine 3:11 7:7 53:15 66:23 74:1 77:22 determined 67:18 73:13 determines 39:3 develop 6:12 development 10:16 dial 10:20 23:24 different 22:6 44:18 66:15 76:22 directing 30:22 discovery 5:6,7 5:8 6:3,5,19 discuss 5:5 discussed 5:22 5:23 63:2 74:19 discusses 21:18 disingenuous 25:13	dismissed 4:13 4:22,24 5:2 32:25 disposition 30:9 dispossess 41:14 dispossessory 35:9 41:3 46:16 74:15 dispute 9:21 39:23 40:10 41:16,21 43:6 57:14 59:8 63:14 70:20 disputed 40:3 42:15 district 1:2 34:5 35:19 division 1:3 docket 1:6 48:18 62:23,23 68:19 76:6 77:1 document 11:2 11:7,19,20 17:19,23 20:24 21:17 23:25 51:2,21 55:22 61:8,12 62:24 documentation 45:14 59:3 documentations 45:16 documents 11:16 15:20,23 27:22,25 38:16 44:8 45:19 46:6 46:8 47:22 49:4 49:9 55:9 58:1 dollars 25:7 drill 40:2
--	--	--	---

<p>due 7:22 8:4,8 11:23 14:18,19 30:12 31:11 37:24 56:24 58:11,15 67:24 68:7 70:1,7 dues 63:25 duties 39:3</p>	<p>emanates 14:8 emphasize 15:20 employees 6:9 encumbrance 55:5 engage 24:1 engaged 23:14 25:1 enter 6:21 12:5 entered 10:21 11:2 25:3 34:21 58:14 63:3 66:14 entering 44:21 entertaining 39:5 entire 54:9,11 63:24 entirely 77:17 entireties 54:8 54:15 entirety 26:21 entitled 30:17 41:24 56:14 60:6 66:5 70:9 entitlement 25:9 entity 66:5 envisioned 31:12 equitable 33:15 34:16 72:23 73:8 equity 34:7,13 35:2,7 50:9 equivalent 21:5 erroneously 15:4 erstwhile 29:24 especially 23:23</p>	<p>essence 12:15 14:18 22:25 36:5 56:10 58:20 essentially 11:20 26:13 29:19 46:1 establish 21:15 51:8 67:9 estate 9:2 13:14 13:16,22 33:12 33:25 34:3 36:21,22,24 37:2,4,8,14,16 38:1 50:13 estimation 55:8 74:25 et 24:3,3 69:15 69:15 ethical 29:3 euphemistically 10:12 eve 27:11 28:11 event 21:9,9 everybody 13:1 57:24 everybody's 9:24 17:2 39:15 everyone's 75:2 eviction 24:6,22 34:18 37:15 55:17 evidence 5:10 8:22 35:15 38:11 39:5 40:15 42:3 48:12 54:19 55:13 62:4 69:24</p>	<p>evidentiary 6:23 42:6 48:7 77:11 77:19 exact 25:6 exactly 26:2 32:7 42:10 48:7 49:16 exceed 26:9 exceeds 26:5 exception 26:8 63:9 exchanged 27:22,22,24 excuse 6:5 8:19 65:23 exercisable 52:25 exercise 16:14 18:25 19:4,7 20:17,17 21:8 21:19,20 33:14 37:15,22 53:10 exercised 18:9 50:16 exercises 16:21 exhibit 11:8,9,10 14:6 16:10 38:24,24 41:1 43:4 44:7,13 46:11 55:19,20 68:18 exhibits 24:13 41:1 54:10 61:7 62:3,22 exist 34:12 53:11 60:13 existed 70:22 existence 27:25 32:13</p>
e			
<p>e 3:1 4:1,1 12:10 12:10 29:10,17 34:4 42:1 44:24 45:22 54:9 77:3 79:1 80:1 earlier 19:4 33:8 36:22 69:7 70:6 earliest 20:16 earner 76:22 earnest 16:17 18:17 21:1 earnestly 14:9 edification 11:7 67:14 edward 2:12 effect 12:8 23:12 30:21 52:7,10 71:22 effective 34:23 34:25 35:4 59:11 71:12 effort 32:7 57:5 efforts 32:8 eight 19:14 20:9 either 36:13 68:16 69:13 70:16 71:14 73:14 77:19 electronic 1:24 ellis 1:15</p>			

<p>existing 75:13 exists 25:21 34:2 38:1 expectation 21:7 25:16 expeditious 27:2 experience 31:11 expired 10:25 15:16 expiring 11:1 explain 73:22 extend 73:22 78:6 extended 70:14 extension 36:13 extent 12:16 24:19 34:8 39:10 42:5 67:11 extinguished 24:19 extract 30:5 31:18 extreme 75:1</p>	<p>failure 5:2 12:21 17:8 63:13 fair 50:7 faith 74:25 faithfully 37:23 fall 33:25 false 40:21 41:8 falsely 41:5 familiar 30:20 far 6:1,2 7:24 39:11,16 54:2 54:21 fault 60:1 february 63:14 63:16,25 fee 5:3 32:25 feedback 29:2 felt 29:3,6 31:20 file 26:15,20 31:14 42:10 45:18 48:9,17 49:3 77:16 filed 5:2 8:1,2,25 10:8 12:25,25 14:11 24:6 25:8 27:4,23 28:6,6 28:13,15 29:12 32:14,19,23 40:19 41:3,7 43:4 44:8 45:20 49:9 50:1 55:5,7 55:9 59:11,22 62:22,23 70:4 73:3 76:3 files 26:3 27:12 filing 5:3 6:10 6:13 14:12 18:12 28:20,24 29:5 32:14 35:8 35:11 41:7 47:1</p>	<p>55:17 56:20 67:5 70:4 72:12 74:15,23 77:13 filings 71:14 74:14 fill 39:6 finally 7:7 23:1 23:17,18 31:22 72:14 finance 50:21 financing 5:9 45:1 49:15 find 23:15 51:17 60:10 72:22 75:1,3 fine 5:15 22:7 firmly 27:8 first 4:9,24 5:20 8:4 16:3 28:14 28:17 29:12 38:20 39:21 41:21 42:14 61:14 63:13 75:12 five 13:16 16:9 18:24 19:25 37:3 57:22 70:6 fixable 68:22 flanagan 7:2 focus 32:4 fog 39:15 folks 6:16 follow 48:15 76:3 following 52:18 follows 22:22 foregoing 80:3 forfeited 16:17 forget 25:5</p>	<p>form 17:25 36:13 formal 21:19 formula 18:7,16 19:10 21:15 fortenberry 12:11 forth 44:22 forward 24:22 66:22 67:13 75:5 76:14 four 70:6 frankly 15:22 30:19 31:10 34:18 52:20 friday 48:25 frivolous 38:3 front 24:24 27:19 28:14,21 fulfill 24:3 full 12:18 58:9 63:15,19 66:5 66:12,17,20 67:6 fulton 14:12 24:7 31:6 62:25 65:21,25 fund 35:15 funding 76:21 76:25 funds 21:3 30:1 30:2 31:18 74:16 further 30:9 31:6,7 58:18 63:11 67:3 69:4 74:2 77:7 future 53:7 67:8</p>
f			
<p>f 80:1 f.3d 72:19 face 71:2 72:6 fact 13:8 14:23 26:20 27:9 29:13 40:12 43:6 45:11 46:7 46:23 47:23 53:16 57:3 facts 39:22 40:1 40:3,9 42:15 factual 41:21 factually 15:18</p>			

g	75:20 76:5,13	grown 10:14	helps 37:13
g 4:1 35:1	goes 20:24 21:17	guess 38:5 69:22	hinges 26:22
ga 1:9 2:4,9,15	22:22 55:6 56:6	guidance 77:12	hired 23:6 64:5
12:10,11	57:24 66:18	h	historically
gain 31:18	going 4:18 5:23	h 34:4 55:20,21	22:24
gaps 39:7	5:25 11:19,20	half 62:2	hit 21:21 37:4
garage 65:14	17:20 20:9,10	halt 35:8	hold 53:5 71:2
garcia 2:7 7:14	20:11,14,22	halting 74:14	holder 67:16
29:24 61:2,5,5	28:17 32:5 42:5	hand 25:13	holds 34:3
61:12,20 62:9	42:8,11 45:3,6	45:19	home 10:7,11,12
62:12 74:6,8,11	51:7,7 62:1,2	happen 20:20	10:13,16 20:21
75:8 77:3,4,7,10	67:2,13 68:3	21:12 25:18	35:14,25 41:15
78:1,8	70:21 71:15,25	48:7	50:7
general 59:25	76:13,23 77:18	happened 16:17	homeowner
generally 60:1	golf 10:18	17:16 21:12	50:19
georgia 1:2	good 4:16 5:12	22:7 29:14 73:7	homeowner's
11:18,19,19	5:19 7:16,17 9:8	happens 23:5	63:24
12:5 13:18	9:9 15:10 32:9	24:21 26:3	honor 4:2,16,19
23:10,12 33:18	33:2 78:11	28:18 31:3	5:1,12,19 7:13
34:6 35:19 41:8	gordon 2:11	56:12	7:17,20,25 8:1,4
50:12	4:16,18,22 5:1	happy 39:18	8:6,11,15 9:8
getting 11:13	7:19,20,21,25	73:17,20	10:1 12:8,25
29:2	8:10,14 75:19	harmless 55:3	13:13 14:6 15:3
ginned 28:8	75:21,23 76:7,9	hear 8:23 9:3,3	15:13 17:17
give 5:7 7:23	76:15,17,19	9:7,10 26:12	20:3 22:21
17:15 20:9	77:5	40:1,7 42:14	23:14,24 24:13
24:11 45:6 53:3	gotten 31:1	46:25 48:5	24:21 28:14
77:24	grace 14:20	73:17	33:5,16 34:23
given 17:9 77:12	grand 36:23	heard 5:20 6:2	38:7 39:17,20
giving 19:24	grant 71:15	27:11 29:22	41:25 53:24
23:2,20,21 71:6	72:23	68:11 75:2	54:9 55:11,18
71:7	granted 31:15	hearing 1:15 5:6	55:25 58:5,7
gm 5:9,20 6:7,9	75:2,7 79:7	6:23 24:24 42:6	60:4,9,14 61:5
go 4:6,17 5:13	granting 57:2	48:7 77:11,19	61:10,10 62:9
6:20 9:5 15:10	great 5:18	78:5	62:15 68:10
15:11 24:22	griffeth 37:12	held 8:21 20:3	74:7,11 75:8,11
28:8 30:2 31:16	griffith 37:11	55:3	75:19,21 77:8
37:14 41:25	gross 12:19	helpful 9:15	78:8,14
60:8 62:4 66:22	group 3:13 7:8	33:10	honorable 1:15
68:7 74:2,6 75:6			27:19

hopefully 38:4 hour 28:4 62:2 house 10:5 50:18 57:14 58:4 65:9 hyde 80:3,8	inconsistent 66:13 incorporated 54:15 incorrect 15:14 increased 41:15 incredulous 32:22 incumbrance 59:25 incurred 14:9 indemnification 60:2 indemnified 55:3 60:6 indicate 65:17 indicated 5:6 63:4 71:19 72:11 indicates 35:15 66:4 71:10 indicating 14:13 76:19 indiscernible 6:11 27:15 39:24 40:22 50:12 55:24 69:2 individual 73:2 76:22 inducement 54:12 indulgence 75:12 information 7:23 8:15 9:14 49:5 injury 72:14,16 73:16,17,24 77:21	inquiry 77:7 insertion 73:12 insignificant 20:5 insurance 50:18 integrated 11:18 16:1 46:6 integration 22:2 intended 20:22 21:14 26:20 intent 13:19,20 37:7 interest 18:1 19:20 20:1 24:18 31:14 33:15,18,22 34:3,14,16 36:25 37:8 38:14,15 42:18 45:4 46:2 47:25 48:1,2 50:10,10 50:21,23 51:12 51:14,14,17,22 53:5 54:3 57:8,9 57:10 59:18,23 60:11 71:1 interesting 15:5 26:24 59:20,21 interjection 31:25 interpretation 70:24 interrogatories 6:6,12,14,16 interrupted 4:19 intrinsic 39:5 invalidate 73:6 invariably 25:24 invoking 32:4	irs 54:23 59:8,10 59:12,21 ish 27:12 issue 34:4 53:13 53:15 56:8 58:16 69:21 72:15 73:2 77:18 issued 31:20 35:10 issues 9:1,3 13:14 35:3 47:14 55:17 66:15 74:25 it'll 57:23 item 4:4
i			j
idea 15:5 16:8 32:16 33:5 57:8 ignore 46:10 illegal 41:8 illustrative 18:10 immaterial 16:4 immediate 30:17 34:18 56:12,14 57:3 immediately 21:3 impact 60:9 impaired 60:11 imparted 72:24 important 16:13 impose 3:6 imposed 54:23 impossible 19:6 impressed 60:5 improper 35:24 47:24 improvements 64:7,15 inapplicable 67:16 inception 57:22 include 12:22 14:2 41:2 48:8 including 35:3 incomplete 38:22,23			j 2:6,7 jackson 1:6 2:2 3:9 4:3,11 5:4 5:12,16,19 6:8 6:17,24 7:1,5,18 7:18 8:25 9:6 10:2,3,5,22 13:14 14:5,8 15:2,4,25 17:4,7 17:24 18:6,23 19:10,11,24 22:9,14,23 23:20 25:1,8 27:12,22 28:13 28:22 29:10,11 30:25 33:1 34:8 37:10 39:21,24 40:4,9,21 41:18 41:22 42:4,7,9 42:13,16,23 43:1,3,8,10,12 43:15,19,24 44:6,10,12,17

44:20,24 45:7,9 45:12,15,20,25 46:12,15,18,20 46:22 47:3,9,13 48:5,10,13,19 48:21 49:2,6,10 49:19 50:3,5 51:3,12,16,19 51:25 52:12 53:18,20 54:14 58:7,8,10 59:1,6 59:10,15,17 61:1,3,6,17,18 61:22 62:18,23 63:13,17,20,23 64:1,3,6,9,12,16 64:19,23 65:2,5 65:8,11,16,19 65:23 66:1,8,10 66:16 68:4 70:25 71:18 73:25 75:18 76:4,9,24 77:3 77:20 78:9,11 jackson's 15:24 26:21 28:2 29:19 74:13 january 8:16 17:9 23:17 41:2 41:20 63:14,16 johns 2:4 10:12 jones 65:7 judge 1:16 24:24 26:17 27:4,6,19 28:15 29:4,14 35:9 judgment 16:6 26:21 27:14 55:4 59:25 63:10	julie 3:14 7:9 15:1 jurisdiction 4:13 31:8 jurisdictional 26:5,7,9 jurors 29:7 jury 27:13,14,19 28:15 47:1 k k 2:12 72:2 74:2 77:18,20 kandaur 72:18 kaufman 2:6 7:13,13,17 9:8 9:10,12,12,17 9:20 10:1,7 11:12 15:7,10 15:12 17:1 39:20 41:22 43:18 46:5 48:23 52:22 53:21,23 54:1 55:2,21,23 56:18 59:24 60:4,20,22 62:7 62:13,15 68:9 68:10,13 70:11 72:9 74:6,7,10 75:10,11,16 77:4 78:2,4,14 keep 67:4 68:2 kind 10:18 knew 29:9 41:9 know 4:10 5:7 8:25 15:22 19:14,17 20:23 20:23 22:6 25:19 26:13 28:4 29:7,7,12	30:14 31:12,13 32:6,8,9,18 39:14 40:16 41:13 44:25 57:6,19 61:24 69:9,15,22 72:5 73:20 74:21,22 77:4 knowing 29:8 32:23 knowledge 6:13 27:25 30:18 32:15,22 33:3 72:2,10,16,24 73:15 known 12:4 knows 38:19 72:4 76:10 l l 12:10,10 lack 31:11 35:22 40:10 72:15 land 33:17 landlord 13:10 24:1 36:8 63:4 64:5,11 65:18 71:7 landlords 17:3 lane 2:3 language 13:2 13:21 15:19 17:10 18:4,10 23:13 29:25 30:16 36:9,15 36:25 37:5,7 38:16 52:18 57:11,12 60:3,8 69:7,8 71:2 larger 20:14	lasted 73:1 lastly 37:10 39:14 late 22:24,24 23:18 30:13 36:3 51:14 54:5 54:6 56:23 68:23,23 lateness 23:1 law 11:18,19 12:5 23:10 27:16 33:18,23 39:3,5 41:8 47:6 47:18 50:12 lawyers 46:1 leaked 65:13 leaking 65:13 lease 10:21,22 10:23,25 11:1,2 11:6,6,8,13,16 11:21,23 12:3,4 12:4,6,13,23,24 13:2,2,3,7,9,10 13:12,17,21,22 13:25 14:17,18 14:21,22,23 15:14,15,16,16 16:9,9,10,11,12 16:14,19,23,24 17:6,8,11,13,14 19:2 20:14,19 21:23,24,25 22:1,4,10,18,18 22:19,19 23:1,1 23:13 24:3,9,10 24:11 25:20,21 26:2,22 33:12 34:13 35:11 36:14,14,25 37:3,3,19,21,23
--	--	---	---

37:25 38:25 39:9,9,11,13 42:22,22,23 43:5,7,10,14,19 43:22,22,23,25 44:1,1,13,18,19 44:21 46:5,9,11 49:11,13,21 51:11 52:21,24 53:4,5,17 54:3,4 54:5,8,9,10,22 54:24 55:4,9 56:8 57:5,11,12 58:16,20 60:1,3 62:3 67:4,5,10 67:17,18 68:14 68:16,17,20,24 69:1,4,4,9,16 70:2,4,5,7,8,12 70:14,18,20,21 70:22,24 71:6,7 71:11,20,22,24	lender 20:23 letter 71:10 liability 14:8 lien 14:5,7,9 16:6 17:12,13 23:23 54:22,22 54:23 55:4,7,12 57:4 59:8,8,10 59:14,18,22,25 60:5,6,13 liens 14:4 54:24 lift 34:2 38:4 lifted 34:19 35:22 likes 28:22 likewise 49:3 limit 26:5,8 line 4:11 79:4 lis 14:13 55:8 literally 28:11 73:6 litigation 72:21 little 10:20 28:11 32:20 40:2 50:22 62:20,21 live 33:21 lived 34:10 living 57:19 58:4 llc 3:13 7:8 loan 18:20 19:11 19:13,14,17,19 19:20,22 20:1 45:6,11,14 51:6 51:8 52:5,6,8,10 52:11,17 55:14 71:1 located 24:8 56:15	lodge 72:18 long 9:7 20:18 35:13 71:14 longer 20:13 36:8 70:22 look 18:4 19:11 19:24 20:8 21:9 27:4 31:3 37:7 40:17 47:21 57:13 60:9 61:20 62:3,21 looked 29:24,25 52:21 63:11 looking 10:14 75:25 looks 7:22 61:8 61:15 67:11 lost 50:22 lot 23:2 55:12 65:11,12 74:21 77:24 loudly 40:8 lowered 46:2	maintaining 14:3 maintenance 12:15 64:16 65:8 making 5:21 22:24 31:25 49:12,14 57:1 67:23 management 3:13 7:8 23:6,7 23:10,14,19,20 23:25 manager 24:2 mansion 10:13 57:19 march 58:12 63:12 70:19 materials 62:10 math 20:4 58:12 matter 4:9 6:2 7:4 16:1,2 26:24 39:2,4 40:12 46:25 66:22 71:23 73:13 matters 4:2 6:19 7:3,12 8:19 20:7 27:3 74:4 matures 19:22 mccracken 7:15 9:22 10:8,9,21 15:1,25 17:3 44:25 51:21,22 56:5 mccracken's 3:14 7:9 8:24 35:14 42:1 mccrackens 19:10,23 20:22 23:5,7 25:5,16
		m	
		ma'am 41:25 42:23 44:12,17 45:7,7,9,12,12 51:25 58:10 59:1,6 63:17,20 63:23 64:6,9 65:2,23 66:1 76:7 magistrate 24:7 25:9 26:4,6,8 magistrate's 24:25 mail 29:10,17 42:1 44:24 45:22 77:3	

<p>35:23 36:13 37:13 44:8 45:6 71:10 mcmaster 25:2 28:3,19 29:8,19 31:5 mean 33:2 60:15 67:9 68:6 meaning 72:5 means 63:9 meant 74:25 mechanism 18:7 media 64:21 meeting 8:11 75:13,24 76:1,2 76:11,12 mentioned 16:8 68:15 69:7 73:5 merely 50:14 74:23 merit 71:25 messed 57:25 met 22:9 39:13 method 21:6 michael 3:13 7:9 microphone 5:14 9:7 mike 15:1 million 19:14 20:9 52:5 milton 2:8 mind 5:17 68:10 mineola 1:22 80:23 minimum 18:24 37:3 minute 32:19 minutes 29:17 62:2,6</p>	<p>missing 23:2 model 64:24 modifications 64:8,14 moment 19:25 monday 61:25 68:8 money 16:17 18:17 21:1,11 25:23 30:5 31:1 31:2 50:21,23 52:16 57:13 58:3 66:19,24 monitor 23:8 monro 1:15 month 12:20 30:10 42:18,19 42:24 43:1,1 58:16,19,22,23 63:14 66:21 monthly 18:19 18:19 43:5 51:25 52:4 months 17:9 58:18 70:6,6 mooring 9:9 morning 4:16 7:16,17 8:19 9:8 28:17 32:6 45:23 48:20 52:22 70:25 mortgage 17:24 17:25 18:2,3,3 21:13,14,14 27:1,9 34:11 35:10 38:16 44:3 51:5 67:16 67:17 71:21,22 motion 3:3,6,9 3:11,14 4:4,7</p>	<p>7:5,7,9 8:24 9:1 9:14 31:14,23 33:8 38:3,8 50:1 71:15,18,25 73:19,22 77:13 78:6 79:6,9 motions 9:18 13:15 35:12 49:25 motivations 26:19 moved 23:8 moving 10:8 11:7 14:6 20:12 20:13 75:5 multiply 40:14</p> <p style="text-align: center;">n</p> <p>n 3:1 4:1 79:1 80:1 naked 34:17 nature 6:5 13:15 22:11 47:25 ne 2:13 near 10:14 necessarily 77:14 necessary 5:10 34:22,25 35:4 47:4 62:4 need 6:4,11,14 6:23 8:15,21 39:6 40:18 42:6 47:21,22 48:8 48:17,22 49:3 50:25 51:1,7 75:10 77:14 needed 29:7 needs 48:7 negotiating 44:21,25</p>	<p>negotiation 46:5 negotiations 54:14 neighborhood 10:17 neither 15:17 21:23 22:3 33:1 72:10 net 12:4,4,13,23 never 18:13 20:22 21:14 22:7 23:22 28:5 28:5,5 49:20,21 53:1 57:9 64:1,3 73:5 new 11:2 25:1 26:15 50:18 nice 57:23 nicholas 2:7 7:14 nick 61:5 night 45:21 52:22 non 57:17 nonpayment 16:5 nonrenewal 24:10,12,14 68:20 70:18 normal 29:23 northern 1:2 34:5 35:19 note 8:5 18:1 52:16 57:9 62:22 notice 13:9,11 17:10 24:9,10 24:12,14,14,15 63:11 68:17,19 70:16,21 71:7,8</p>
--	---	--	---

<p>72:12 76:2,3,11 76:23,25 notices 23:20 24:5,8 notify 77:3 november 1:10 8:4 19:5 30:15 36:6 65:21,24 68:6 nuances 48:4 number 4:3 7:4 11:8 13:15,17 13:17 18:15 20:5,6,6,7,11,12 25:6 28:16 37:2 37:16 38:9,11 38:13 40:10 41:11 42:21 44:14 46:13 47:15 49:20,21 52:9 54:2,18 57:18 62:18 68:19 numbered 61:8 numbers 46:2 numerous 35:12 ny 1:22 80:23</p>	<p>24:17 53:2 60:7 68:22 69:3 october 8:1 27:18 28:9,10 30:11,12,13 36:2,2 56:23,24 60:17,17 61:9 63:1 70:5 odd 25:6 27:13 offering 19:23 office 15:24 29:4 76:1 oh 4:8,17 23:24 32:18,19,19 42:4 46:19 78:2 okay 5:4,19 6:4 6:18,24 9:10,19 10:4 11:5 17:22 18:9,22 20:14 21:4,12 22:1,6 22:12 24:20 25:22 26:6 27:24 29:15 30:18 32:21 33:3 38:22,24 39:25 40:21 41:21 42:4,4,7,9 42:13,16 43:3,9 43:17,21 44:4 44:13 45:18 46:4,14,19,24 47:10,19 48:10 48:16,19,21,22 49:2,6,23 50:25 51:3 52:2,14 53:18,21 56:14 56:17 57:15 58:2 59:2,16 60:21 64:4 66:15,16 68:21</p>	<p>68:25 73:25 74:9 75:16,22 76:8,10,13,16 76:18 77:5 78:4 78:8 old 1:20 2:8 37:11 64:24 80:21 once 34:19 35:1 40:22 73:5 ongoing 72:20 operate 76:24 operated 22:19 34:20 operating 76:20 operative 53:1,1 opportunity 17:10,21 23:21 48:25 53:3 57:20 opposed 47:1 51:9 opposite 32:7 option 11:4,21 11:25 12:1 14:22,22 15:17 16:14,21 17:16 17:17 18:8 19:1 19:4,7 20:16,17 20:19 21:8,17 21:19,23 22:5 22:11 24:15 25:20 27:1,8,9 33:13,14,15,17 33:19,19,20,21 33:23,24 34:14 37:18,19,21,22 37:25 38:17,25 39:12,12,14 48:1 52:23,25</p>	<p>53:11 68:20 70:18 71:12 optional 21:1 42:19 options 26:14 oral 39:5 order 6:21 25:19 29:15,16,18 30:1,3,6,7,16,22 30:22 31:3,4,7,8 31:17,19,20,25 32:1,3,4 34:20 35:25 36:4,10 36:16 37:4 38:20 55:16,18 55:18,23,25 57:2 58:8,14 60:23 63:2 66:3 66:14,19 67:2,4 69:7 71:16 73:12 74:18 75:6,13 77:22 orders 28:16 original 17:13 22:18 42:17 45:2 ouche 34:4 outgrowth 55:16 outstanding 14:9 17:11 57:4 overall 12:18 owe 40:13 66:24 67:25 owed 25:7 66:19 owes 34:10 66:7 owned 9:22 10:7 25:17 owner 16:22 owners 10:11 23:11</p>
o			
<p>o 4:1 34:4 80:1 object 9:23 obligation 69:6 obligations 12:14 51:10 obtain 64:10,12 obviously 14:2 23:9,23 29:13 55:13 66:25 occur 19:7 23:4 occurred 21:9 22:12 23:22</p>			

ownership 10:10 16:20 33:22	particular 11:22	payments 12:7 12:16,22 14:18	25:1
owns 14:13	parties 11:2 12:5 13:19	17:8 18:19,19	permitted 16:6
p	18:23 19:8 22:6	19:18,21 21:2	permitting 69:11
p 4:1	26:13,18 30:7	22:24 23:2	person 50:14
page 16:11,24	34:20 36:17	30:14,17,19	pervades 9:17
16:24,24,25	37:7 39:3 54:11	34:9,9,9,11,11	petition 32:16
23:25 28:21	54:13 56:2	34:12 35:24	32:17 67:23
56:7 61:8,10	62:22 63:3	36:1 41:23	70:4,5
62:23 70:13	69:10	42:19 45:17	phone 6:13
79:4	party 6:7 68:16	49:13,14 50:10	physically 19:6
paid 19:15 20:2	70:16 72:4,5,23	50:19 51:15,22	pick 5:15 51:15
21:2 25:23,24	party's 69:14	52:4 54:3,3,4,5	pictures 34:24
25:25 30:2,3,12	pay 5:3 17:8	54:18,18,20	piece 11:22
30:17 37:24	18:14 21:5,10	56:11,19,21	place 19:25 47:2
40:13,13,23	30:9 35:17	57:2 58:9,10	50:8 57:22 65:3
41:2,13,13 50:9	41:12 42:19	60:22 62:24	75:3,14
50:10,23,24,24	56:7,8,13 58:15	63:15,18 66:4	plain 38:16
51:2 52:16 56:5	58:18 63:13,21	66:11 67:2,5,23	plaintiff 56:14
56:6 57:8,9,10	63:24 66:20	68:3 69:5	plaintiffs 69:11
57:13 58:2,21	67:9,10,16	pays 12:15	plan 8:2 35:16
58:23 59:1,4	71:23	peachtree 2:13	57:21,22,25
61:6 63:6 66:2	paying 14:2	penalty 42:17	58:1 76:11
66:12,17,18	25:16 32:25	pendens 14:13	planned 8:2
67:12	42:24 51:9,9	55:8	pleadings 22:16
papers 10:8 11:7	64:20 69:12	pending 9:20	24:13
14:7,12 32:15	71:1	32:24	please 5:14 7:12
36:20 48:9,11	payment 5:22	penny 50:24	49:18 50:2
48:13 49:1	7:22 8:2,4,7	57:10	62:17 78:15
paragraph 18:5	21:1,6 23:3	people 6:10,12	plus 45:16 68:1
18:5,6,7 51:19	30:11,15 36:3,6	30:23	68:2
58:14 70:13	36:11 40:15	percent 18:21	pm 78:17
parameters 52:9	41:4,9,16 42:17	19:15,20,21	podium 5:14,17
paramount 2:6	47:16 51:18	42:18 45:3 52:6	9:6
3:13 7:8,15 8:23	52:1 56:23	percentages	point 13:13,23
23:6,7 24:4	58:11 60:16,17	54:6	15:3 20:7,21
35:23 44:8	61:14 63:5 64:2	performance	22:23 23:2 24:5
parkway 2:8	64:21 65:6,21	53:7 67:8	25:3 29:1 31:23
part 12:18 30:3	65:24 67:24,25	period 6:19	33:19,24 34:6
48:3 69:20	68:1,6,7	14:20 19:16	38:6,18 39:2

43:18 53:22 59:21 65:18 67:25 68:22 69:3,16 74:7 points 11:14 53:23 position 15:4 17:7 22:14 26:25 33:17 35:18 66:1 positions 15:13 possession 22:14 22:15,17 30:18 31:18 34:17 35:16 56:15 63:5,8,10 66:6 66:21 69:12 possible 17:23 post 14:11 67:5 67:23 potentially 53:10 pound 20:21 prayer 74:13 pre 54:17 69:2 preceded 56:2 preceding 37:22 precluded 39:4 predated 56:1 prejudice 30:8 36:17 69:13 preliminary 73:23 premises 16:20 30:8 31:1 34:10 34:24 55:5 69:12 prepaid 41:24 prepare 29:15 29:16	prepared 29:19 31:5 prepayment 42:17 prepetition 24:17,19 31:13 33:13,13,20 34:14 39:11 53:13 55:10 69:17 present 23:23 59:13 presently 34:17 prestigious 10:17 presumably 63:7 pretrial 28:15 pretty 33:9 57:6 previous 72:11 previously 4:12 6:20 63:2 68:15 price 18:8,14,16 20:12,25 21:10 21:16 46:2 51:24 57:24 principle 18:19 19:15,21 21:1 51:25 52:4 67:16,20 prior 5:6 16:14 18:12 32:13,18 42:22,23 43:10 43:12,19 44:20 56:20 61:14 64:10 65:4 priority 50:15 privilege 58:3 privileges 69:14	pro 2:2 probably 13:8 20:2 31:10 35:21 61:3,22 problem 26:4 57:16 proceed 5:25 26:14 74:17 proceeded 6:22 32:12 73:3 proceedings 1:24 24:6,22 78:16 80:4 processing 59:12 produce 6:6 produced 1:25 professional 29:3 progress 5:10 7:23 progression 75:13 prohibitions 14:3 projector 64:23 64:24,24 65:4 promise 54:12 promissory 52:16 proper 17:4 24:5 56:15 properties 3:13 7:8 23:7 property 3:11 7:7 9:2,22 10:19 11:5,22 14:3,4,7 14:14 16:7,20 16:22,22 18:14 22:15 23:9,10	23:11,24 24:2,7 25:14 33:11,12 33:15,18,25 34:3,7,13,16,22 35:3,7,17 37:17 37:23 38:9,10 38:14,14 41:14 43:5 48:1 50:5,9 50:11,17 51:11 52:17 55:5 56:15 59:9,14 59:18,19,22 60:11 63:22 64:5,8,20 71:21 71:23,24 proposed 8:2 protected 36:7 protection 35:22 35:23 40:4,11 47:15 prove 35:2 50:23 51:1 53:6 59:2 proved 40:11 provide 49:4 51:6 53:6 67:8 77:12 provided 6:20 21:23 22:3 38:11 60:15 63:12 77:15 provides 51:11 72:3 74:23 provision 21:15 51:13,14 54:8 54:24 73:13 provisions 13:25 14:16 51:2 59:24 60:2 76:20
---	---	--	--

pulled 45:21	31:10 34:17	recess 62:6,14	65:21,25 69:13
pulling 45:21	quote 37:19	62:16	74:16
purchase 11:3,5	r	recites 32:3 36:4	regrettably 14:5
11:10,12,21,25	r 4:1 80:1	reciting 54:4	reimbursement
14:24,25 15:21	raised 13:14	record 41:25	25:10
16:15,21 18:8	36:19 46:2	53:22 62:18	relationship
18:14,16 20:12	raising 73:2	71:17 80:4	36:9
20:25 21:10,16	range 68:2	recorded 1:24	relevant 26:22
33:17,24 37:21	rate 20:2 42:18	recording 1:24	relief 3:14 7:9
37:23 43:25	46:3	records 6:14	8:24 9:14 31:15
44:2,5,15 45:15	reach 28:18 29:8	reduce 57:23	33:8 50:2 70:9
46:6 49:11,14	29:10	67:15	71:16 74:12,13
49:20 51:5,20	read 17:23	reduced 54:12	74:16,21,24
51:24 52:21,23	22:16 27:8	reduction 51:23	75:4,6 77:14
53:10 57:24	45:22 46:1,7	refer 10:13,22	79:6
68:20 70:19,25	reading 38:25	11:25 12:9	rem 74:12,20,24
71:2,12	ready 28:8,8	14:25	75:3
purpose 17:18	really 9:17,21,21	reference 23:16	remain 18:23
purposes 12:3	12:23 19:9	23:25 46:7,8	30:8 35:14
pursuant 58:20	35:13,18 36:17	71:3	69:12
60:23	36:22 37:14	referenced 37:6	remains 16:7
pursue 5:11	38:5,9 39:5	references 14:2	17:14
put 11:15 27:5	49:15,19 54:15	16:9,11	remedies 47:4
27:17 65:3	58:11 66:7,14	referencing 22:2	47:11
72:12 78:6	67:21 75:1	22:21	remedy 47:16
putting 5:10	reason 4:25	referred 5:24	67:19
q	13:13 15:3,12	11:3	remove 57:5
quantify 20:6	18:24 35:21	referring 38:23	60:6
question 10:10	41:12 74:2	54:20 58:13	removed 27:16
12:9 56:19 72:4	reasons 36:24	68:18	renew 13:4
73:15	38:2 71:17	refers 14:21,22	24:11 69:19
questions 4:20	recall 20:5	15:21 21:25	renewable 13:12
39:17 42:11	recalling 65:16	refutes 36:16	37:2
78:10	receipt 58:21,24	regarding 4:20	renewed 68:25
quick 53:23 60:8	receipts 59:3	regardless 71:24	69:2,19 70:22
quickly 29:1	receive 41:24	72:2	71:11
33:9 38:9 60:14	received 41:23	registry 30:4,10	renewing 69:20
quietly 40:7	64:3	31:2,18 36:11	rent 12:17,17,18
quite 10:17	receiving 35:23	58:17,18,21,24	12:19,20 14:3
15:22 30:19		59:5 61:6 62:25	16:5 17:8 25:7

<p>25:24 26:1,2,9 26:10 34:9,10 34:12 36:11 40:11 43:6 51:9 56:13 57:10,11 57:12,22 58:18 58:21,22 63:13 65:21 rental 63:5 66:20 67:23,25 68:6 rents 17:11 37:24 56:8 58:15 69:12 reorganization 34:25 35:4 reorganized 34:23 repair 50:17 repairs 12:15,22 25:10,17 57:11 replaced 65:1 represented 28:2 29:9 request 48:14 requested 74:12 requests 6:6 require 13:22 required 21:8 35:25 67:23 requirement 51:18 requirements 24:3 requires 67:10 77:20 requiring 36:11 reschedule 76:1 reset 8:21 42:8 73:19,21</p>	<p>resided 30:25 residence 67:17 67:20 residential 43:5 resolution 27:3 resolved 27:7 respect 4:24 9:1 17:17 33:4,7 59:8 60:10 71:18 72:1 73:12 74:20 75:5 77:18 respective 69:15 respondent 7:15 respondents 9:13 response 50:1 77:13,16 responsibilities 14:1 responsibility 12:6 29:3 64:13 result 55:6 56:11 retained 4:13 retaining 35:16 return 59:11 reuben 5:20,24 6:2 revalued 50:6 reveal 27:9 review 48:25 reviewed 40:20 revived 69:9 reviving 36:14 revolves 9:21 13:18 right 4:9,15,21 5:4 6:10,15,25 7:11,21 8:9,13</p>	<p>8:18,18 9:16 11:9 15:9 16:23 17:1 27:18 37:22 39:19 41:3 42:25 43:2 43:8,14 44:6,11 44:23 45:2,8,13 45:16,24,25 46:21 47:2,19 48:2 49:7,10,19 49:23 52:12 53:9,25 57:3 58:3,6 59:7,7 61:11,13,21 62:20 63:4,21 64:10 65:11,17 65:20 66:8,23 66:24 68:8 74:1 74:3,20 75:9,17 76:5,8 77:6 78:9 78:12 rightful 16:22 rights 13:23 16:20 33:22 37:15 39:3 65:10 69:14,15 rise 78:15 road 1:20 80:21 robert 2:6 7:13 9:12 roof 50:18 roofer 64:20 root 17:20,22 32:17 royal 12:10 rudimentary 20:3 rule 13:17 55:13 rules 30:20</p>	<p>rulings 79:3 s s 4:1 12:10 safir 2:12 sale 11:4,10,12 11:25 14:24,25 15:21 16:15 21:4 22:5 43:25 44:2,5,15 45:15 46:6 49:11,15 49:20 51:5,20 52:21,23 53:10 71:1,3 salient 11:14 sanctioned 12:5 sanctions 3:3,6 3:10 4:5,7,14 6:1 7:6 9:1 31:23 33:6 38:3 sat 28:3 saturday 61:25 saw 32:20 saying 18:11,22 20:8 25:14 31:6 52:11 53:2 says 13:3,21,21 14:24 16:13,18 18:17 20:24 21:22 22:3 24:1 28:13 30:16 32:18 36:16,25 37:8,18,20 52:2 52:8,10 54:24 56:5,13 58:15 66:20 67:2 71:9 71:24 scenario 37:21 schedule 6:21,23 52:12,15 75:25 76:2</p>
--	---	---	---

<p>scheduled 4:15 8:12,16 75:24</p> <p>scheduling 5:5 6:21</p> <p>scheme 36:23 46:16,18,18,19 46:20</p> <p>se 2:2</p> <p>seat 9:5</p> <p>seated 62:17</p> <p>second 16:3 32:11 41:22 50:6 68:11</p> <p>section 13:3 14:23 16:11 20:25 21:15,18 21:22 22:13 23:12,15 24:1 32:18 34:1,5 54:5,9,25 55:2,4 56:7 60:7,10 68:14,14 69:11</p> <p>security 18:1</p> <p>see 15:18 17:2 35:13 40:17 51:13 52:10 53:2,8 57:16 62:4 77:25</p> <p>seek 57:3 63:5</p> <p>seeking 25:5 26:5 49:25</p> <p>seen 10:2,3 55:15</p> <p>seller 18:14</p> <p>send 6:16 23:18 28:22,22</p> <p>sending 51:21</p> <p>sense 38:3 53:19 53:20 57:17</p>	<p>sent 23:20 28:23 29:10,20 40:25 41:1</p> <p>sentence 20:25</p> <p>sentences 16:12</p> <p>separate 14:25 44:2,4 67:3</p> <p>september 5:2,3 6:9 27:12,21,24 28:1 32:14 60:16,16 61:13 61:16,18,24 63:1,22</p> <p>service 1:25</p> <p>services 1:19</p> <p>set 5:5 72:15</p> <p>setting 10:18 70:19 77:19</p> <p>settle 5:23 47:4</p> <p>sewell 12:10</p> <p>shape 17:25 36:12,15</p> <p>share 10:5 48:22</p> <p>sheetrock 65:14</p> <p>shift 26:16 27:3</p> <p>shifts 19:22</p> <p>shoot 77:2</p> <p>short 53:7 71:16</p> <p>shortening 74:24</p> <p>shortly 7:22 8:8 24:6 27:5,21</p> <p>show 5:1 8:11 9:23 10:9 19:12 22:13 35:1,5 42:1 52:15 54:20 59:4 60:15</p> <p>showed 43:19</p>	<p>showing 45:14 45:17 48:15</p> <p>shown 34:23 43:17</p> <p>shows 22:1,20 41:5</p> <p>side 17:21</p> <p>sign 17:3</p> <p>signature 80:6</p> <p>signed 11:17,24 15:23 16:3 17:2 26:24 54:13</p> <p>significance 12:14 13:7,11</p> <p>significant 12:18 14:16 15:13 24:20 35:21</p> <p>significantly 12:24 14:21 17:7 18:4 19:3 24:18 41:15 54:17,21 55:11 68:18,24</p> <p>signing 15:15 17:2</p> <p>signs 17:4</p> <p>similar 73:2 74:14,16</p> <p>simple 56:18</p> <p>simply 21:15 31:7 34:12</p> <p>simultaneously 15:24</p> <p>sir 5:14 9:4 50:4 61:19 63:16 77:9</p> <p>sit 19:5 39:18</p> <p>sits 10:16</p>	<p>sitting 31:2 72:20</p> <p>situations 75:1</p> <p>slander 14:14</p> <p>slandering 14:10 55:10</p> <p>slasko 65:15</p> <p>smarter 30:23</p> <p>solutions 80:20</p> <p>somebody 15:7 19:12 23:8 24:11</p> <p>sonya 2:11 7:19 7:19 80:3,8</p> <p>sorry 4:6,8,17 4:19 40:5 42:20 55:21 64:18 74:17 75:21</p> <p>sort 17:15 18:15 19:8,22 25:12 25:12 27:13,14 36:17 39:15 58:2</p> <p>sorts 73:4</p> <p>sought 35:8 73:6</p> <p>sound 1:24</p> <p>sounded 15:7</p> <p>south 10:17</p> <p>speak 17:21 40:6,6</p> <p>speaking 61:5</p> <p>speaks 40:8</p> <p>special 16:10 68:15 70:13</p> <p>specific 13:20 14:19 23:13,15 31:24 36:15 37:7 39:22 40:1 40:9 42:15</p>
---	--	---	---

<p>specifically 14:24 21:25 32:3 36:4,16,25 37:20 38:7</p> <p>specified 56:13</p> <p>spelled 19:1</p> <p>spend 74:21</p> <p>spoke 5:20</p> <p>stadium 10:15</p> <p>stand 5:13 40:5</p> <p>standing 40:7 75:2</p> <p>started 28:17 32:17</p> <p>starting 18:15 29:16</p> <p>starts 18:11</p> <p>state 23:8 47:6 47:18 73:4,7</p> <p>stated 41:22</p> <p>statement 54:12 72:21</p> <p>states 1:1,16 37:20 43:5 70:14</p> <p>stating 29:15,20 31:5</p> <p>status 3:3 4:4,10 4:12 5:5,8 6:22</p> <p>stay 3:4,7,10,14 4:5,8 7:6,10 8:25 9:5,14 29:6 29:13 30:21,21 31:14,15 32:2,4 33:8 34:2,19 35:21 38:4 47:7 47:13,15 50:2,8 50:8 63:8,9 67:1 67:22 70:10 71:16 72:2,3,4,6</p>	<p>72:6,8,13,17 73:2,15,22 74:24 75:6 78:6 79:6</p> <p>stayed 30:2 45:21</p> <p>steeped 31:24</p> <p>stepped 15:7</p> <p>stewart 35:19</p> <p>sticking 26:25</p> <p>stipulation 68:15</p> <p>stipulations 16:10 70:13</p> <p>stop 32:9</p> <p>stopped 47:8 65:12</p> <p>stories 23:3</p> <p>story 17:15 22:22</p> <p>straight 47:14 48:15 57:6</p> <p>stretch 35:13</p> <p>strip 67:15</p> <p>stripped 50:7</p> <p>stripping 47:16</p> <p>struck 27:13</p> <p>subject 22:18 33:11,15 34:18 34:22 55:13 59:23 60:24 66:25 71:21</p> <p>submit 42:11 70:9</p> <p>submitted 48:14</p> <p>subordinate 50:6</p> <p>subsequent 6:22 30:14 58:18 66:19 74:15</p>	<p>substantial 50:23</p> <p>subsumed 54:7 54:15</p> <p>subtract 20:10</p> <p>successfully 35:15</p> <p>suffered 73:18 73:24 77:21</p> <p>suffice 31:21</p> <p>suggest 69:8</p> <p>suggested 70:12</p> <p>suite 1:21 2:8,14 80:22</p> <p>sunset 57:25</p> <p>superior 14:12 26:15,16 27:4 30:22 31:6,16 31:17,20,25 35:12 36:18 46:25 47:11 48:14 56:4 58:15 59:4 65:22,25 66:23 75:7</p> <p>superseded 15:17</p> <p>supporting 51:20</p> <p>supports 35:18 37:9</p> <p>supposed 66:4</p> <p>sure 9:25 13:1 19:17 32:9 38:18 49:16 59:4</p> <p>sworn 41:5</p> <p>system 29:1</p>	<p>t</p> <p>t 80:1,1</p> <p>tactics 35:11</p> <p>take 6:4 7:11 9:5 14:14 17:21 23:9 47:21 60:8 61:20 62:2,21 73:10</p> <p>taken 15:4,13 22:14 28:7 55:6 60:5,12 73:4</p> <p>talk 38:8 48:6 55:2 62:2 73:19</p> <p>talked 21:18,25</p> <p>talking 10:19 15:15 20:11 48:17 51:23 54:2 67:21 75:3</p> <p>talks 54:5 55:13</p> <p>target 20:13,13</p> <p>tax 14:8 50:14 59:11</p> <p>taxable 50:13</p> <p>taxes 12:22 50:11 51:10 57:10 59:12 63:22</p> <p>technical 57:17</p> <p>technically 16:3</p> <p>tell 5:9 39:25,25 47:19,20 48:6 49:7,8 50:2 52:20 64:22 68:3</p> <p>telling 76:9</p> <p>tenant 12:15,21 13:9 16:21,21 17:4 18:24 36:9 55:6</p>
--	---	---	--

<p>tenants 14:1</p> <p>tennis 10:18</p> <p>term 13:2,3 14:24 21:24</p> <p>terminate 13:10 16:15 41:11 68:25 71:7,9</p> <p>terminated 22:4 24:10 33:12,13 33:19,24 34:14 34:15 38:15 39:11 53:12 68:16 69:1 70:16 71:6,20</p> <p>terminating 71:11</p> <p>termination 16:14 24:15 47:23 66:24 68:17,20 70:18</p> <p>terms 49:24 57:18 58:20 69:18 70:15,20</p> <p>test 67:7</p> <p>text 28:22</p> <p>thank 4:23 5:18 7:1,2 8:13 9:11 10:1,6 39:19,20 46:19 58:6 61:11 62:7,12 62:13,15 74:11 75:8 77:6 78:8 78:11,12,14</p> <p>thanksgiving 8:6</p> <p>theories 31:24</p> <p>theory 26:24</p> <p>thing 27:7 28:17 39:21</p>	<p>things 6:7 10:14 12:23 13:15 14:14 25:19,25 28:22 31:22 36:23 48:8,16 53:12 54:1,6 55:12 67:10 74:24 77:23</p> <p>think 5:21 9:13 11:8,14 12:1,25 15:4,14 17:20 18:5,9,23 20:7 22:15 24:20 27:17 28:1,9,21 29:1 30:12 31:8 31:22 32:23,24 33:9 35:11 37:11 39:15 50:5,7 54:17,19 55:11,19 56:22 56:24 57:21,21 60:4,7 61:2,3 66:14 69:21,24 69:24,24 70:23 70:23 73:20 74:4 77:24</p> <p>thinking 19:8</p> <p>third 44:19</p> <p>thirdly 34:22</p> <p>thought 5:21 47:3 68:13</p> <p>thousand 25:6</p> <p>thread 45:22</p> <p>three 23:18 43:21</p> <p>tie 71:8</p> <p>time 6:17 11:1 11:17,24 14:17 14:19 18:8 19:16 21:10</p>	<p>22:23,24 23:18 24:2,8 25:1,7 36:4 43:18 50:19 56:9 57:20 58:9,11 58:20 59:13 63:15,18 66:5 66:20,25 67:1,5 74:21 77:24 78:7</p> <p>timely 17:8 54:19,21 56:9 56:11,13,21,25 57:2 63:6,13</p> <p>title 10:11 14:10 14:10,15 55:10 60:10</p> <p>titled 11:3 12:1</p> <p>tiverton 2:3</p> <p>today 8:6,20 19:5 23:22 42:3 61:1 74:5,19 75:2,10 76:3 77:15,24</p> <p>todd 24:25</p> <p>toilets 65:13</p> <p>told 28:16,20</p> <p>tomorrow 8:12 75:25 76:10,14</p> <p>top 25:25 55:11</p> <p>total 16:2</p> <p>touch 14:17 17:16</p> <p>touched 36:21</p> <p>transaction 16:2 16:23</p> <p>transcript 1:14 1:25 80:4</p> <p>transcription 1:19,25</p>	<p>transfer 12:6 21:3 56:3</p> <p>transgressed 32:2</p> <p>transgression 17:13</p> <p>trial 27:6,11,17 27:18,19 28:8 28:10,15 47:1 73:1</p> <p>tried 32:6</p> <p>triple 12:4,4,13 12:23</p> <p>true 12:23 22:17 25:15 80:4</p> <p>truly 48:23 74:25</p> <p>trustee 2:11,12 7:20 67:24 68:1 76:19</p> <p>trustee's 76:1</p> <p>truth 46:23</p> <p>try 28:18 29:23 41:13,13 48:12 53:3 73:9</p> <p>tuesday 48:8,20 53:16 59:3 62:5</p> <p>turn 14:22 73:9</p> <p>tweak 77:22</p> <p>two 13:17 26:14 31:22,24 37:2 38:13 47:16,21 49:9,21 66:14 71:3</p> <p>type 45:1 50:20 72:17 73:23</p> <p>types 6:6</p> <p>typo 15:22</p>
---	---	---	--

u	uttered 28:5	53:3,21 61:20	world 47:20
u 34:4	v	wanted 23:8	48:6 49:8
ultimately 23:5	valid 38:4	42:14 63:12	worth 50:17
unable 29:8	value 3:11 7:7	74:12 77:11	71:23
unaffixed 52:16	38:8,10 41:14	way 10:13 12:2	would've 36:3
unambiguous	50:7 71:18,19	16:18 17:23,25	61:25 71:12
15:19,20 39:1,2	71:21,24 79:9	22:13 24:13	writ 30:17 34:18
39:8	various 9:2 10:9	27:2,23 28:14	56:12,15 57:3
unaware 30:13	37:6	30:2 31:17 33:3	63:5,8 66:5,21
unbeknownst	verbal 54:12	36:4,12,14 47:4	writing 22:7
27:23 32:13	veritext 1:19	65:13	54:13
uncured 16:7	80:20	we've 8:21 10:8	written 68:17
17:14	versus 12:10,11	14:5 37:6 69:19	70:16
underlying 66:6	36:23 37:12,18	69:20 75:2	wrote 31:8
understand	47:5 72:18	wednesday 68:4	x
42:20 46:4	view 11:18	68:5	x 3:1 79:1
47:22 49:16	17:22 24:18	weeds 11:13	y
50:20 59:17,24	25:12 26:19	weekend 61:22	yankee 10:15
70:11	27:2 47:20 48:6	61:23	yeah 10:3 51:16
understanding	49:8 69:17	went 24:5,8,12	55:23 64:23
15:23 29:11	viewed 11:20	32:12 45:22	year 10:25 13:7
35:1 38:20	violated 57:17	64:25	13:8,12,17 16:9
56:21 66:10,11	violation 3:4,6	westlaw 34:5	37:2,3 40:13,23
undertaken 5:8	3:10 4:5,8 7:6	whatnot 23:3	60:19 63:16
6:15	29:6 32:2 72:1,3	24:23 56:9	70:15
undress 34:1	72:7,8,9,13,16	whatsoever 33:4	years 13:14,16
unexpired 70:3	73:3	34:16	13:22 18:21,24
united 1:1,16	violations 55:3	willful 72:5,9	19:25 25:24
unquestionably	w	willing 19:10	36:21,22,24
56:21	w 12:10	wilmore 37:12	37:2,4,8,14,16
upkeep 50:18	wage 76:22	wire 21:3,5	38:1 52:6 57:22
51:10 64:16	wait 32:19 46:17	wonderful 57:19	58:4 73:5,6
upscale 10:19	46:17	wondering	yep 68:12
usc 35:1	walk 60:1	75:11	yesterday 12:25
use 35:24 36:23	want 10:23 13:1	word 28:5 38:4	
50:12 69:8 73:8	17:16 20:2 29:5	words 26:23	
usual 6:19	31:16 39:21	37:24	
usufruct 36:23	40:2,5 41:25	work 18:15	
utilities 51:10	42:11 48:5,11	50:18 65:12,12	

EXHIBIT C



IT IS ORDERED as set forth below:

Date: December 1, 2022

**Barbara Ellis-Monro
U.S. Bankruptcy Court Judge**

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

IN RE:

DERRICK BERNARD JACKSON,

Debtor.

ARTHUR M. MCCRACKEN, JULIA
MCCRACKEN, and PARAMOUNT
PROPERTIES MANAGEMENT COMPANY,
LLC,

Movants,

v.

DERRICK BERNARD JACKSON,

Respondent.

CASE NO. 22-58536-BEM

CHAPTER 13

Contested Matter

ORDER

Movants' Motion for Relief From the Automatic Stay, and Brief in Support Thereof
[Doc. 21] came before the Court for hearing on November 30, 2022. Robert J. Kaufman and
Nicholas J. Garcia appeared for Movants, Debtor appeared pro se, and Sonya Buckley Gordon

appeared for the Chapter 13 Trustee. For the reasons announced on the record, the Court finds that the *Lease for Residential Property* at 955 Tiverton Lane, City of Johns Creek, Georgia, 30022 (the “Property”) and the *Purchase and Sale Agreement* between Debtor and the McCrackens [Docs. 21-3 Ex. C and 21-4 Ex. D] terminated prior to the filing of the bankruptcy case and that the Property is not property of the bankruptcy estate. As a result, Movants are entitled to relief from the automatic stay. Accordingly, it is

ORDERED that the automatic stay is modified to allow Movants to pursue the action pending in the Superior Court of Fulton County (Paramount Properties Management Group v. Jackson, case no. 2022-cv-365529), to obtain possession of the Property, and to obtain the funds held in the registry of the Superior Court should the Superior Court determine Movants are entitled to those funds; it is further

ORDERED that the request for in rem relief under 11 U.S.C. § 362(d)(4) is denied; it is further

ORDERED that 14-day stay in Federal Rule of Bankruptcy Procedure 4001(a)(3) is waived.

END OF ORDER

Distribution List

Derrick Bernard Jackson
955 Tiverton Lane
Johns Creek, GA 30022

K. Edward Safir
Standing Chapter 13 Trustee
Suite 1600
285 Peachtree Center Ave. NE
Atlanta, GA 30303

Robert J. Kaufman
Hall Booth Smith, P.C.
Suite 200
2710 Old Milton Parkway
Alpharetta, GA 30009

Nicholas Joseph Garcia
Hall Booth Smith, P.C.
P.O. Box 2707
Columbus, GA 31902

EXHIBIT D



IT IS ORDERED as set forth below:

Date: December 14, 2022

A handwritten signature in black ink, appearing to read "Barbara Ellis-Monro".

**Barbara Ellis-Monro
U.S. Bankruptcy Court Judge**

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

IN RE:

DERRICK BERNARD JACKSON,

Debtor.

CASE NO. 22-58536-BEM

CHAPTER 13

**ORDER TEMPORARILY EXTENDING THE AUTOMATIC STAY AND
NOTICE OF RESCHEDULED HEARING**

It is ORDERED and NOTICE IS HEREBY GIVEN that the hearing on Debtor's *Motion to Extend or Impose Automatic Stay and Request for Emergency Hearing Pursuant to 11 USC 362(c)(3)(B)* [Doc. 34] is rescheduled to **January 11, 2023, at 10:30 AM**, COURTROOM 1402, UNITED STATES COURTHOUSE, RICHARD B. RUSSELL FEDERAL BUILDING, 75 TED TURNER DRIVE (f/k/a SPRING STREET), SW, ATLANTA, GEORGIA. It is further

ORDERED that the automatic stay is temporarily extended until the conclusion of the foregoing hearing as to all creditors except Paramount Properties Management Group, LLC and Arthur M. and Julie McCracken.¹

The calendar call will be telephonic and matters to heard will be heard in Judge Ellis-Monro's virtual hearing room. However, in person appearances will be permitted. Please check Judge Ellis-Monro's website <https://www.ganb.uscourts.gov/content/honorable-barbara-ellis-monro-chief-judge>) prior to the hearing for information about procedures.

END OF ORDER

¹ The Court previously granted stay relief to these parties. [Doc. 44]. The order granting stay relief is subject of a motion by Debtor for stay pending appeal [Doc. 54], which will be addressed by separate order.

Distribution List

Derrick Bernard Jackson
955 Tiverton Lane
Johns Creek, GA 30022

K. Edward Safir
Standing Chapter 13 Trustee
Suite 1600
285 Peachtree Center Ave. NE
Atlanta, GA 30303

Nicholas Joseph Garcia
Hall Booth Smith, P.C.
P.O. Box 2707
Columbus, GA 31902

Robert J. Kaufman
Hall Booth Smith, P.C.
Suite 200
2710 Old Milton Parkway
Alpharetta, GA 30009

Juan S. Patino
Hall Booth Smith, P.C.
Suite 200
2710 Old Milton Parkway
Alpharetta, GA 30009

ALL CREDITORS AND PARTIES

EXHIBIT E



Derrick >



This motion is made simultaneously with the notice of appeal.

Wednesday 4:32 PM



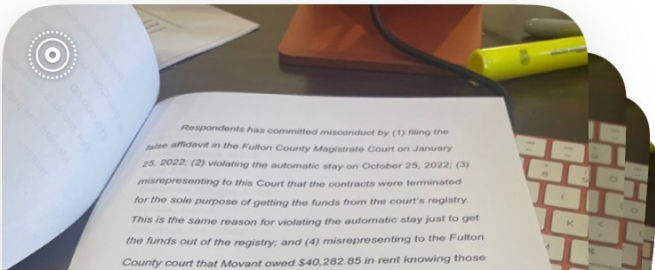
Dow falls more than 300 points as Fed raises rates and signals more hikes next year

cnbc.com

The feds just chipping away at the home value.

Thursday 12:51 PM

4 Photos



iMessage

