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Dav. Co. Chancery Court

IN THE CHANCERY COURT FOR DAVIDSON COUNTY, TENNESSEE

GENE SPITZER,
and wife,
ANNETTE SPITZER,

Plaintiff,

-vs-

GARY A. CARLTON,
d/b/a PASS IT ON MINISTRIES

Defendant.

Case No. 07-1044-III

FILED
2009 JAN -7 AM 9:36
CLERK & MASTER
DAVIDSON CO. CHANCERY CT.
D.C. & M.

PICK-UP

Davidson County JDGMT
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20090108-0001967

FINAL JUDGMENT

This case came on for trial before a jury of six on October 13-16, 2008, at the conclusion of which the jury returned a verdict in favor of the Plaintiffs, Gene Spitzer and Annette Spitzer and against the Defendant Gary A. Carlton, d/b/a Pass It On Ministries, for compensatory damages on the Plaintiffs' claims for fraud in the inducement and breach of contract in the amount of Two Thousand, Six Hundred ($2,600) Dollars. Following the jury's verdict on the Plaintiffs' claims for compensatory damages, the court then conducted a bifurcated hearing pursuant to *Hodges v. Toof*, 833.S.W.2d 896 (Tenn. 1992), on the Plaintiffs' claim for punitive damages, after which the jury again returned a verdict in favor of the Plaintiffs and against the Defendant for punitive damages in the amount of Five Thousand, Four Hundred ($5,400) Dollars. It is therefore

ORDERED, ADJUDGED and **DECREED** that the Plaintiffs, Gene Spitzer and Annette Spitzer be and hereby are awarded a judgment against the Defendant, Gary A. Carlton, d/b/a Pass It On Ministries, in the amount of Two Thousand, Six Hundred

($2,600) Dollars in compensatory damages and Five Thousand, Four Hundred ($5,400) Dollars in punitive damages for a total judgment of Eight Thousand ($8,000) Dollars; and it is

FURTHER ORDERED, ADJUDGED and DECREED that the Quit Claim Deed executed by the Plaintiffs Gene Spitzer and Annette Spitzer to Pass It On Ministries on February 13, 2006, which appears of record as Document No. 20060519-0059285, Register's Office of Davidson County, Tennessee, and in which the Spitzers conveyed to the Defendant their fee simple ownership interest in and to certain real property located at 1009 and 1011 Antioch Pike, Nashville, Tennessee, be and hereby is rescinded and declared null and void, and the Plaintiffs are hereby restored to all rights, title and ownership which they enjoyed in this property prior to February 13, 2006; and it is

EHL

FURTHER ORDERED, ADJUDGED and DECREED, ~~in accordance with this Court's previous order of May 13, 2008, granting partial summary judgment with regard to the Plaintiffs' breach of contract claim, that based on the affidavit submitted by Plaintiffs' counsel, Larry L. Crain, that in addition to the damages awarded herein the Plaintiffs' be and hereby are awarded reasonable attorney fees in the amount of~~ Not because the Plaintiffs have elected the remedy of rescission, there recovery for breach of contract, including a recovery of attorneys fees, is barred. EHL

~~$_____~~

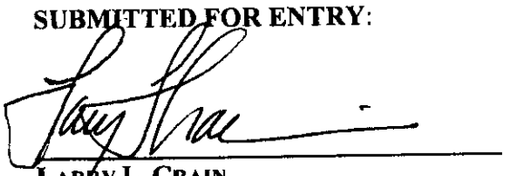
ENTER this _____ day of November, 2008.

IT IS SO ORDERED, COSTS ARE TAXED TO THE DEFENDANT(S)

Ellen Hobbs Lyle
Chancellor

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF ORIGINAL INSTRUMENT FILED IN MY OFFICE.
THIS 8th DAY OF January 2009
CRISTI SCOTT, CLERK & MASTER
BY _____ DEPUTY

SUBMITTED FOR ENTRY:



LARRY L. CRAIN
BRENTWOOD LAW OFFICES, PLLC.
5214 Maryland Way, Suite 402
Brentwood, TN 37027
(615) 376-2600
Attorney for the Plaintiffs

CERTIFICATE OF SERVICE

The undersigned does hereby certify that a true and correct copy of the foregoing document was mailed to the following individuals, in the manner described below, on this the 20th day of Nov, 2008.

G. Kline Preston, IV, Esq
4525 Harding Road, Suite 200
Nashville, TN 37205
Attorney for the Defendant

- ☑ U.S. Mail, First-Class, Postage Prepaid
- ☐ Hand Delivered
- ☐ Overnight Delivery Service
- ☐ Certified Mail, Return Receipt Requested
- ☐ Facsimile



LARRY L. CRAIN