

580805

IN THE CHANCERY COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

RECEIVED
NOV 27 2006

JOHN C. FILSON and
ANGELA H. FILSON

Dev. Co. Chancery Court

Plaintiffs,

F06, 1

vs.

Case No. 02-296-I (IV)

WELLS FARGO HOME MORTGAGE

Defendant.

FILED
2006 NOV 29 AM 9:47
DAVIDSON COUNTY
CLERK

JUDGMENT

This cause came on to be heard upon November 13th - 14th 2006 before the Honorable Richard H. Dinkins, and a jury to wit: Connie Frensley, Thomas Parker Sanford, William Earl Jenkins, Kathy Jones Goins, Joseph M. Venardi, and Phillip Karl Sickels, and the jury having found that either Wells Fargo or the Plaintiffs breached the terms of the contract between them as evidenced by the Verdict Form attached as Exhibit A. The jury having assessed the Plaintiffs total damages at Two Hundred Fifty Thousand Dollars (\$250,000.00), it is therefore

ORDERED, ADJUDGED AND DECREED that the Plaintiffs have and recover of the Defendants the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) for total damages.

Costs are adjudged against the Defendant.

ENTERED this _____ day of _____, 2006.

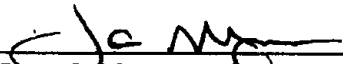
[Signature]
Richard H. Dinkins, Chancellor

Davidson County JDGMT
Recvd: 12/01/06 12:10 4 pgs
Fees: 22.00 Taxes: 0.00

20061201-0148501

I HEREBY CERTIFY THAT THIS IS A TRUE COPY
OF ORIGINAL INSTRUMENT FILED IN MY OFFICE.
THIS 1st DAY OF DECEMBER 2006
CRISTIE SCOTT CLERK
BY *[Signature]*
DEPUTY CLERK

APPROVED FOR ENTRY:



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Attorney for Defendant

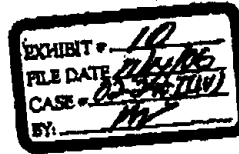
CERTIFICATE OF SERVICE

I hereby certify that on this 22nd day of November 2006, a true and correct copy of the foregoing was sent via U.S. Mail, postage pre-paid, and facsimile, to Leroy Johnston Ellis, IV, Attorney for Plaintiffs, 306 Gay Street, Suite 200, Nashville, TN 37201.



Jason S. Mangrum

IN THE CHANCERY COURT FOR THE STATE OF TENNESSEE
20TH JUDICIAL DISTRICT, DAVIDSON COUNTY - PART IV



FILSON

Plaintiff,

Vs.

CASE NO. 02-296

WELLS FARGO MORTGAGE, INC.

Defendants,

JURY VERDICT FORM

PART I (BREACH OF CONTRACT)

1. Do you find that either Wells Fargo or the Filsons breached the terms of the contract between them, as set out in the Court's instructions?

(Each party must prove by a preponderance of the evidence.)

Yes X

No

If your answer is "yes" go to Question 2. If your answer is "no" go to Question 3.

2. If your answer to Question 1 is "yes", do you award damages to the Filsons, if so, in what amount?

\$250,000.00

PART II (INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS)

1. Do you find the defendant intentionally inflicted emotional distress by reckless conduct as defined and set out in the Court's instructions?

Yes

EXHIBIT A

No X

2. If your answer to this is "yes"

\$ _____

PART III (TENNESSEE CONSUMER PROTECTION ACT)

1. Do you find that Wells Fargo violated the Tennessee Consumer Protection as defined that caused damage to the Filsons as defined in the court's instructions?

(Filsons must prove by a preponderance of the evidence.)

Yes _____

No X

If your answer is "yes" go to question 2. If your answer is "no" stop. You should not answer questions 2. Your presiding juror should then sign the verdict form and contact the Court Officer.

2. If your answer is "yes," what amount of compensatory damages do you award the Filsons?

(Filsons must prove by a preponderance of the evidence.)

\$ _____

WHEN THE JURY HAS COMPLETED THIS PORTION OF THE VERDIT FORM, YOUR PRESIDING JUROR SHOULD SIGN IN THE SPACE INDICATED BELOW AND YOU SHOULD CONTACT THE COURT OFFICER.

Carrie Hrensley
Presiding Juror