

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF TENNESSEE
AT CHATTANOOGA**

re:)
) Case No. 14-12133 NWW
Michael Allen Mixson)
) Chapter 11
)
Debtor.)

**DEBTOR’S THIRD AMENDED DISCLOSURE STATEMENT
DATED September 2, 2016**

The Debtor (“Debtor”) submits this Amended Disclosure Statement to his Amended Plan of Reorganization dated the 2nd day of September, 2016, pursuant to 11 U.S.C. § 1125.

I.

INTRODUCTION

The Debtor is the proponent of a Plan of Reorganization (“Plan”). This Disclosure Statement is filed in order to disclose that information deemed by the Plan proponents to be material, important and necessary for creditors of the Debtor to arrive at a reasonably informed decision in exercising their right to accept or reject the Plan presently on file with the Bankruptcy Court. The Court has determined that the Disclosure Statement, contains adequate information for creditors to determine whether to accept or reject the Debtor’s Plan.

The Disclosure Statement is being sent to all creditors and those parties requesting in writing a copy thereof. Information contained herein has been obtained from the books and records of the Debtor or from appraisals (where indicated) or accountings obtained by the Debtor.

The Plan is on file in the United States Bankruptcy Court for the Eastern District of Tennessee at Chattanooga and may be considered by creditors if this Disclosure Statement is approved by the Bankruptcy Court. If the Disclosure Statement is approved, creditors may then vote on the Plan by filling out and mailing ballot forms to the Bankruptcy Court. Ballot forms will be mailed with the Order approving this Disclosure Statement and such Order will set a date for a hearing on confirmation of the Plan. As a creditor, your vote is important. In order for the Plan to be accepted, creditors in classes impaired under the Plan that vote to accept or reject the Plan and that hold at least two-thirds in amount and more than one-half in number of the allowed claims within certain classes must vote for the Plan. Certain classes are not entitled to vote since such classes are being paid in full or the rights of creditors in those classes are not being impaired by the Plan. If there is a class of impaired claims, at least one class of claims must accept the Plan excluding acceptances by any insiders. In the event the requisite acceptances are not obtained, the Court may nevertheless confirm the Plan, if the Court finds, *inter alia*, that the Plan accords fair and equitable treatment to all classes that have rejected it. To have your vote count, you must complete and return the ballot within the time provided therefore.

NO REPRESENTATIONS CONCERNING THE DEBTOR ARE AUTHORIZED BY THE DEBTOR OTHER THAN AS SET FORTH IN THIS STATEMENT. ANY REPRESENTATIONS OR INDUCEMENTS MADE TO SECURE YOUR ACCEPTANCE, WHICH ARE OTHER THAN AS CONTAINED IN THIS STATEMENT, SHOULD NOT BE RELIED UPON BY YOU IN ARRIVING AT YOUR DECISION, AND SUCH ADDITIONAL REPRESENTATIONS AND INDUCEMENTS SHOULD BE REPORTED TO COUNSEL FOR THE DEBTOR WHO, IN TURN, SHALL DELIVER SUCH INFORMATION TO THE BANKRUPTCY COURT FOR SUCH ACTION AS MAY BE DEEMED APPROPRIATE.

THE PLAN, IN THE OPINION OF THE DEBTOR OFFERS MORE TO CREDITORS THAN THE PRESENT FORCED LIQUIDATION VALUE OF THE PROPERTY OF THE DEBTOR.

THE INFORMATION CONTAINED IN THIS DOCUMENT OR IN THE ATTACHED EXHIBITS HAS NOT BEEN SUBJECT TO A CERTIFIED AUDIT. THE RECORDS ARE DEEMED SUFFICIENT FOR A BUSINESS OF THE SIZE AND COMPLEXITY OF THE DEBTOR. ACCOUNTANTS HAVE NOT VERIFIED SUCH INFORMATION AS THE COST OF COMPLETE VERIFICATION WOULD BE PROHIBITIVE. THE INFORMATION CONTAINED HEREIN IS BELIEVED TO BE TRUE AND CORRECT. ALTHOUGH INACCURACIES MAY BE PRESENT, AN EFFORT HAS BEEN MADE TO BE ACCURATE. THERE ARE ESTIMATES AND APPROXIMATIONS HEREIN WHICH ARE INHERENTLY SPECULATIVE, UNCERTAIN AND UNKNOWN OR CONTAIN MATTERS ABOUT WHICH OPINIONS MAY DIFFER. NO REPRESENTATIONS CONCERNING THE DEBTORS OR ITS BUSINESS OR ASSETS AND ANY VALUATION THEREOF ARE AUTHORIZED OTHER THAN AS SET FORTH IN THIS DOCUMENT. ANY REPRESENTATIONS OR INDUCEMENTS MADE TO SECURE ACCEPTANCE OF THIS PLAN WHICH ARE OTHER THAN AS CONTAINED IN THIS DOCUMENT SHOULD NOT BE RELIED UPON BY YOU IN ARRIVING AT YOUR DECISION. SUCH ADDITIONAL REPRESENTATIONS AND INDUCEMENTS SHOULD BE REPORTED TO COUNSEL FOR THE DEBTOR, WHO, IN TURN, SHALL PROMPTLY DELIVER SUCH INFORMATION TO THE BANKRUPTCY COURT FOR SUCH ACTION AS MAY BE DEEMED APPROPRIATE.

II.

HISTORY OF DEBTOR

Michael Allen Mixson, Debtor, is the owner and operates an internet business selling used golf clubs on Airpark Drive, Chattanooga, Tennessee under the name Guitar Galleria d/b/a Mike's Golf Shop. The Guitar Galleria business shifted from selling products exclusively manufactured by others to products largely manufactured in house. This substantial loss of cash flow caused a financial meltdown. While in discussions with all of my creditors, Regions Bank told me pay my property taxes that were in arrears in lieu of paying my monthly principal and interest payments. Regions then sold my first mortgage to Commercial Funding, which initiated foreclosure. Debtor also became delinquent with First Volunteer Bank who holds the second mortgage on the Airpark Drive property and a first mortgage on the Georgia property.

The Debtor's company owns the building in which the internet business operates but most of the space is rented out to a tile company generating monthly rentals in the amount of \$6000 plus one half of the electric, water, property taxes and cable. Commercial Funding has a first lien on the property in the amount of \$560,679. Debtor is fully employed as an engineer with Worley Parsons in which he brings home monthly income of \$4,158. Finally, Debtor and his wife own an unimproved real estate parcel off of I-75 in north Georgia which secures a mortgage to First Volunteer in the amount \$569,679.00 more or less. In the Chapter 11 the Georgia real estate was listed for sale, although no offers have yet been received on the property.

Debtor's financial problems started with the closing of L & M Music in 2010 which was in the business of selling musical instruments retail. The failure of this business left a substantial amount of business indebtedness for which Debtor was personally liable.

During the Chapter 11 proceedings the Debtor negotiated adequate protection and Plan treatment with both Commercial Funding and First Volunteer Bank.

The Debtor has continued his mortgage payments on his residence with Wells Fargo Bank with the monthly payment being \$1,657.70.

III.

PROJECTED INCOME & EXPENSES

The following projected monthly income and expenses were generated from the Debtor's monthly operating reports. The copy of the Debtor's most recent monthly report is attached hereto as Exhibit "A"{Doc 149}. A spreadsheet of income and expenses during the Chapter 11 is attached hereto as Exhibit "B". The expense item listed on Exhibit "B" under "Personal Expenses" represents draws from the business income to pay Debtors' personal expenses. Projected monthly income from the operating statements, in addition to Debtor's salary as an Engineer, less business expenses, less personal expenses, less plan payments indicates that the Debtor's projected monthly gross income should be sufficient to pay the Debtor's business and personal monthly expenses and the payments proposed under the Debtor's Plan.

A.	Gross Profit (Monthly)(average)	\$26,255
B.	General Expenses (Personal & Business)(Less Plan payments)	\$17,576
	NET INCOME	\$8,679
C.	Priority Expenses per Plan (Monthly)	\$125
D.	Plan payments (Monthly)	\$8244
	NET INCOME LESS PLAN PAYMENTS	\$310

IV.

ASSETS OF THE DEBTOR
(Rounded to the nearest dollar)
As of May 19, 2014

Liquid Assets

A. Cash in bank (3/25/15) \$3,000

TOTAL LIQUID ASSETS \$3,000

Other Assets (Schedules A and B)

A. Real Property (Tax Assessor values)
(Petition Schedule A)
6903 Jesse Conner Road (Residence) \$286,300
6228 Airport Drive (Business) \$647,600

B. Personal Property(Less Tenn. Exemptions)
(Petition Schedule B) (Vehicles per NADA) \$60,758

TOTAL ASSETS PER SCHEDULES \$997,658

V.

LIABILITIES OF THE DEBTORS
(Rounded to the nearest dollar)

A. Estimated Administrative Expense Claims:
Attorney fees for Counsel for Debtors(est): \$15,000

U.S. Trustee fees: \$650

B. **TOTAL EST ADMIN. EXPENSES \$15,650**

C. Schedule D and POC's \$1,419,759

D.	Schedule E and POC's	\$18,956
E.	Schedule F and POC's	\$345,036
TOTAL LIABILITIES		\$1,799,401

VI.

SUMMARY OF PLAN

The Debtors' Plan is as follows:

Class 1 – Tax Claims. (Class 1) consists of all Allowed Tax Claims against the Debtor, excluding such Claims that were paid prior to the Effective Date. This Class is impaired. Each Allowed Tax Claim shall be paid the Allowed Amount of such Claim in cash, in full, in accordance with the provisions of Section 1129(a)(9)(C) of the Code. If any Allowed Tax Claim, **except any claim by the Internal Revenue Service**, is not paid in cash in full on the latest of (i) the Effective Date; (ii) the date a Contested Tax Claim is allowed in whole or in part by Final Order; or (iii) the date such payment is due under applicable law, then the unpaid portion of such Allowed Tax Claim shall accrue interest from the due date until the date of payment, provided, however, that no Allowed Tax Claim shall include any Claims with pre-petition or post-petition penalties, all of which penalties, pre-confirmation and post-confirmation, shall be (i) deemed unsecured claims and (ii) paid as provided for in Section 5. Each Contested Tax Claim shall become an Allowed Tax Claim only upon entry of, and only to the extent such claim is allowed by a Final Order. Allowed Tax Claims shall be paid monthly within the time provided by 11 USC § 1129(a)(9)(C). It is anticipated that Federal taxes are the Tax Claims in this Class.

Allowed federal secured and priority tax claims shall be paid in monthly installments, with 3% APR interest over a period not to exceed 60 months from the petition date. The IRS pre-petition claim of approximately \$32,000 was paid during the pendency of the case

(A) If the Debtor fails to make any payment required by the confirmed Plan of reorganization, make any deposits of any currently accruing employment tax liability, make any payment of any tax to the Internal Revenue Service within 10 days of the due date of such deposit or payment, or fail to file any required federal tax return by the due date of such return and pay any outstanding tax liability shown on the return at the time the return is filed, then the United States may declare that the Debtor are in default of the Plan. Failure to declare a default does not constitute a waiver by the United States of the right to declare that the Debtor is in default.

(B) If the United States declares the Debtor to be in default of the Debtor's obligations under the Plan, then the entire imposed liability, together with any unpaid current liabilities, shall become due and payable immediately upon written demand to the Debtor.

(C) If full payment is not made within 10 days of such demand, then the Internal Revenue Service may collect any unpaid liabilities through the administrative collection provisions of the Internal Revenue Code.

(D) In the event the Debtor file for protection under Title 11, the secured and unsecured priority tax claims of the Internal Revenue Service shall retain their status as tax claims in the subsequent bankruptcy case.

(E) The discharge of any debt owed to the Internal Revenue Service under this Plan shall not be effective until the federal taxes provided for under this Plan have been paid in full.

3.1.a. The Priority Tax Claim of the Hamilton County Trustee in the amount of \$11,407 was paid during the case.

3.1.b. The Priority Tax Claim of the City of Chattanooga in the amount of \$7,549 was paid during the case.

3.1.c. The Priority Tax Claim of Catoosa County, Georgia in the amount of \$4500, more or less, will be paid in monthly installments with statutory interest over a period not to exceed sixty (60) months from the petition date. It is expected that the required monthly payment will be \$125, more or less and the full payment of the priority claim made not later than April 19, 2019.

Class 2 – Commercial Funding Solutions, LLC. Commercial Funding Solutions, LLC (“CFS”) (Class 2) shall be paid its Allowed Secured Claim of \$560,679.00 more or less, which is secured by first lien on Debtor's real estate located at Airpark Drive. The Allowed Secured Claim shall be paid \$3,236.40 monthly with payments due on or before the 10th of each month. This creditor is fully secured. All adequate protection payments made hereunder shall be applied to the allowed secured claim of the Secured Party which shall receive a plan treatment of payment of its claim in full plus 5.65% interest amortized on a 30 year payment schedule with a balloon payment due of the balance then due and owing as of the third anniversary of the Order Confirming Plan. The adequate protection payment amount shall remain the same during the term of any confirmed plan until completion of the plan, the three year balloon payment maturity, or payment in full of Secured Party's claim. All adequate protection payments shall be delivered to either of the following payment addresses:

Commercial Funding Solutions, LLC
P.O. Box 860345
Minneapolis, MN 55486-0317
or (overnight delivery address)
Commercial Funding Solutions, LLC
1200 Energy Park Drive
P.O. c/o P.O. Box 860345

St. Paul, MN 55108

The Debtor shall maintain insurance coverage in a form and amount acceptable to the Secured Party and the U.S. Trustee and shall provide proof of such insurance coverage at the Secured Party's request. The Debtor shall also timely pay all post-petition real property taxes as the same become due and provide proof of payment to Secured Party by March 31 of each year. This creditor is impaired.

Class 3-First Volunteer. First Volunteer (Class 3) shall be paid its Allowed Claim of \$757,347.00, more or less, secured by a second lien on Debtor's Airpark Road property and a first lien on the unimproved property located at 556 Bookout Road, Ringgold, GA, Catoosa County. Creditor's Allowed Secured Claim shall be paid as follows: The Bookout Road unimproved property shall be returned to First Volunteer on or before the Effective Date. The balance of the First Volunteer's claim shall be treated as a Class 5 claim. This Creditor is impaired.

Class 4-Wells Fargo. Wells Fargo (Class 4) shall be paid its Allowed Secured Claim of \$201,733.00, more or less, secured by a first lien on Debtor's residence located at 6903 Jesse Conner Road, Chattanooga, TN 37421. Creditor's Allowed Secured Claim shall be paid per the contract terms of \$1,657.70 per month until the Allowed Secured Claim is paid in full. This Creditor is not impaired.

Class 5-Unsecured Claims. Unsecured Claims (Class 5) shall be paid \$100 per month pro rata as cash flow permits beginning on the Effective Date, until each Creditor in the Class is paid ten (10%) of its Allowed Claim. As Class 1 is paid, that Class' payments will be made to Class 5 until the dividend to this Class is paid. This Class is impaired.

Class-6-Unsecured Penalty Claims. Unsecured Penalty Claims (Class 6) shall receive no payment under the Plan. This Class is impaired.

Class 7 - Debtor. Debtor (Class 7) shall receive no payment under the Plan. This Class is impaired.

THE FOREGOING IS A SUMMARY OF THE PLAN AND SHOULD NOT BE RELIED UPON FOR VOTING PURPOSES. CREDITORS ARE URGED TO READ THE PLAN IN FULL, WHICH IS BEING SEPARATELY SUBMITTED TO YOU. CREDITORS ARE URGED TO CONSULT WITH COUNSEL, OR WITH EACH OTHER, IN ORDER TO FULLY UNDERSTAND THE PLAN AND ANY EXHIBITS ATTACHED TO IT.

VII.

LIQUIDATION ANALYSIS

Based upon the Debtor's estimate of the present market value of his business real estate

and non-exempt personal property, the liquidation of the Debtor's assets would result in a recovery substantially less than the amount that the Plan proposes to creditors. Debtor estimates the value of his business building, equipment, receivables, vehicles and the other assets listed in Schedules A and B at fair market value.

VIII.

OWNERSHIP, GENERAL OPERATIONS, AND MONTHLY STATEMENT

Debtor will continue to be fully employed as an engineer and own and manage his internet sales business. Debtor's Monthly Statement is attached as Exhibit A {Doc 149}. The detailed statement of profit and loss showing the Debtor's income, business operating expenses, and personal expenses is attached hereto as Exhibit "B".

Additionally, Exhibit "A" shows in detail the Debtor's personal expenses through his bank account statements which is attached to the Monthly Operating Report.

IX.

MISCELLANEOUS

The Plan states the means for execution of the Plan, provides for the retention, enforcement, settlement or adjustment of claims belonging to the Debtor or the Estate and certain general provisions, including, but not limited to, retention of jurisdiction by the Bankruptcy Court for certain purposes.

X.

CLAIMS

Claims which are disputed, contingent or unliquidated must be filed by the time of the bar deadline. All parties in interest have the right to object to any claim filed as to amount, classification or otherwise. Objections may be filed up to twenty (20) days prior to the Effective

Date.

A. Classification of Claims and Interests:

1. The claims will be classified as follows:
 - a. Administrative expense claimants including the fees of the United States Trustee's office, attorney's fees, post-petition taxes, if any, and other post-petition claims as requested and approved by the Court.
 - b. **Class 1:** Allowed priority tax claims.
 - c. **Class 2:** Allowed Secured Claim of Commercial Funding Solutions, LLC. This class is impaired.
 - d. **Class 3:** Allowed Secured Claim of First Volunteer. This class is not impaired.
 - e. **Class 4:** Allowed Secured Claim of Wells Fargo. This class is not impaired.
 - f. **Class 5:** Unsecured Claims. These Creditors are impaired.
 - g. **Class 6:** Unsecured Penalty Claims. There are no claims in this class
 - h. **Class 7:** Debtor. This class is impaired
2. Unless otherwise provided as stated above, all classes are impaired.

B. Treatment of Claims

Class 1 – Tax Claims. (Class 1) consists of all Allowed Tax Claims against the Debtor, excluding such Claims that were paid prior to the Effective Date. This Class is impaired. Each Allowed Tax Claim shall be paid the Allowed Amount of such Claim in cash, in full, in accordance with the provisions of Section 1129(a)(9)(C) of the Code. If any Allowed Tax Claim, **except any claim by the Internal Revenue Service**, is not paid in cash in full on the latest of (i) the Effective Date; (ii) the date a Contested Tax Claim is allowed in whole or in part by Final Order; or (iii) the date such payment is due under applicable law, then the unpaid portion of such Allowed Tax Claim shall accrue interest from the due date until the date of payment, provided, however, that no Allowed Tax Claim shall include any Claims with pre-petition or post-petition penalties, all of which penalties, pre-confirmation and post-confirmation, shall be (i) deemed unsecured claims and (ii) paid as provided for in Section 5. Each Contested Tax Claim shall become an Allowed Tax Claim only upon entry of, and only to the extent such claim is allowed by a Final Order. Allowed Tax Claims shall be paid monthly within the time

provided by 11 USC § 1129(a)(9)(C). It is anticipated that Federal taxes are the Tax Claims in this Class.

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(B) If the United States declares the Debtor to be in default of the Debtor's obligations under the Plan, then the entire imposed liability, together with any unpaid current liabilities, shall become due and payable immediately upon written demand to the Debtor.

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full plus 5.65% interest amortized on a 30 year payment schedule with a balloon payment due of the balance then due and owing as of the third anniversary of the Order Confirming Plan. The adequate protection payment amount shall remain the same during the term of any confirmed plan until completion of the plan, the three year balloon payment maturity, or payment in full of Secured Party's claim. All adequate protection payments shall be delivered to either of the following payment addresses:

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Minneapolis, MN 55486-0317
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Commercial Funding Solutions, LLC
1200 Energy Park Drive
P.O. c/o P.O. Box 860345
St. Paul, MN 55108

The Debtor shall maintain insurance coverage in a form and amount acceptable to the Secured Party and the U.S. Trustee and shall provide proof of such insurance coverage at the Secured Party's request. The Debtor shall also timely pay all post-petition real property taxes as the same become due and provide proof of payment to Secured Party by March 31 of each year. This creditor is impaired.

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Class-6-Unsecured Penalty Claims. Unsecured Penalty Claims (Class 6) shall receive no payment under the Plan. This Class is impaired.

Class 7 - Debtor. Debtor (Class 7) shall receive no payment under the Plan. This Class is impaired.

XI.

RISKS

The Plan is the Debtor's comprehensive proposal for the continuation of the Debtor's internet business selling used golf equipment and the restructuring of his debts. Confirmation of the Plan will enable the Debtor to focus on his respective employment and his business maximizing the return to creditors. The risks of the Debtor's Plan include, but is not limited to, uncertainty as to the value of the Debtor's assets, uncertainty of tax consequences to creditors, insufficient acceptances, and uncertainty as to the Debtor's ability to generate sufficient income to fund the Plan after confirmation.

XII.

ALTERNATIVES TO THE PLAN

The Debtor's believes that the Plan affords creditors the potential for the greatest realization from the Debtor's assets and therefore is in the best interest of the creditors. The Debtor does not believe that a liquidation of Debtor's assets in the context of a Chapter 7 case or a dismissal of the Chapter 11 case would afford the holders of Claims a return as great as will be achieved under the Plan.

SCARBOROUGH & FULTON

/s/David J. Fulton
David J. Fulton, #006102
Attorneys for Debtor
701 Market Street, Ste. 1000
Chattanooga, TN 37402
(423) 648-1880
(423) 648-1881 (facsimile)
DJF@sfglegal.com