

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM OCONEE COUNTY
Court of Common Pleas

R. Scott Sprouse, Circuit Court Judge

Nos. 2020-01550 and 2020-01571

RECEIVED

Dec 14 2020

SC Court of Appeals

Atlas Law Firm, P.C. and DebtBusters, P.C., Respondents,

v.

Frances M. Scott and Galen L, Amerson, Appellants.

**RESPONDENT'S OBJECTION AND OPPOSITION TO
APPELLANTS MOTION TO PROCEED IN FORMA PAUPERIS**

COMES NOW THE RESPONDENTS, through undersigned Colorado counsel to respectfully move for leave to file this Objection¹ and to object to Appellants' Motion to Proceed in Forma Pauperis.

This objection is timely since Appellants did not provide Respondents notice of their motion until December 8, 2020. (Exhibit 9).

As grounds, for their objection and opposition, Respondents state that, contrary to their conclusory and vague allegations of impecuniousness, Ms. Frances M. Scott and her husband, Galen L. Amerson (collectively "Scott/Amerson"), the Appellants, do have the financial ability to pay for their appeal.

¹ Colorado counsel is seeking Pro Hac Vice contemporaneously for these cases and has sent his application and fee to the South Carolina Supreme Court Office of Bar Admissions.

A. Ability to Pay

1. Scott/Amerson Recently Inherited \$700,000 in Cash and South Carolina Land. In late 2014 and in 2015, after receiving a bankruptcy discharge of all debts, Ms. Scott inherited nearly \$700,000 in cash (\$694,624) (Exhibit 1). Ms. Scott also inherited a 5/12 interest in Oconee County land appraised at over \$300,000.

2. \$56,000 Annual Pension and Social Security Income. Scott/Amerson revealed \$56,000 annual income or \$4,714 per month of pension and social security income in connection with their July 2019 purchase of a \$300,000 house in Wyoming. (Exhibit 2). Upon information and belief including her sworn testimony, Ms. Scott also receives undisclosed disability payments from United Airlines. After making their \$1,414 monthly mortgage payment, Scott/Amerson have significant disposable income.

3. Scott/Amerson Pay Legal Fees and Expenses when they choose to do so Scott/Amerson admit they have paid at least \$47,000 to Colorado counsel (Exhibit 3 at pg. 6). They paid another Colorado attorney for a federal lawsuit against a South Dakota credit union. Additionally, South Carolina counsel, Mr. Andrew Holiday, Esq., has provided services to them for over one year.

4. Other Courts have held that Scott/Amerson have the ability to pay. After Scott/Amerson refused to resolve the remaining judgment balances in Colorado, the Denver Colorado court appointed a special master and ordered the parties to pay equal shares. (\$5,400 each). After Scott/Amerson made similar conclusory and unsupported claims that they lacked the ability to pay,

the Denver court ordered full briefing. After consideration of the issue and briefs, the Denver court again ordered Scott/Amerson to pay their equal share. (Exhibit 4).

Scott/Amerson then improperly appealed that decision which was dismissed on motion of the Appellants (Exhibit 5).

In summary, Scott/Amerson have the means and ability to pay for this appeal with annual income and/or substantial assets.

The Court should require them to pay their appellate costs or substantiate their conclusory claims that they are unable to do so.

B. Bad Faith

Scott/Amerson concealed the passing of Ms. Scott's father and their probate claims from the Trustee unless he "catches wind of something different and we have to fess up" (Exhibit 6).

In that 2012 bankruptcy case, U.S. Bankruptcy Judge Howard R. Tallman sanctioned Ms. Scott and Mr. Amerson going so far as to disentitle them because "by their bad faith conduct lost their right to be heard." (Exhibit 7 at pg. 10)

Scott/Amerson have sought in forma pauperis status and/or prisoner status before the United States Supreme Court, the Colorado Supreme Court the U.S. Court for the District of Colorado and the District Court of Jefferson County Colorado. At various times in these applications, Scott/Amerson omit assets and income as well as present widely conflicting lower values for known assets. For example, Ms. Scott values South Carolina land at \$15,000 in her Jefferson County motion (Exhibit 8 at pg. 3)

It should be noted that this \$15,000 is far below the domesticated judgment balances she appeals in this case and even below the uncontested and non-appealed \$16,100 judgment in 19CP37-0811.

C. Appellants' Other Appeal Misconduct

While resort to a higher judicial forum is not per se bad faith, Scott/Amerson are not the typical litigant seeking redress from higher court.

This appeal represents another instance where Scott/Amerson refuse to accept judicial outcomes and stubbornly litigate despite previous sanctions imposed by state and federal trial and appellate courts for identical conduct.

While pro se, Scott/Amerson have been sanctioned by the Colorado Court of Appeals twice. *See Amerson v. Am. Mortg. Network, Inc.*, slip op. at 6 (Colo. App. No. 14CA1286, June 11, 2015) (not published pursuant to C.A.R. 35(f)) (awarding appellate attorney fees “because appellants reasonably should have known that this appeal was vexatious”) and *Atlas Law Firm, P.C. and DebtBusters, P.C. v Scott and Amerson*, slip op. at 12 (Colo. App. No. 18CA618 August 4, 2019) (not published pursuant to C.A.R. 35(f)) (awarding appellate attorney fees because the appeal was frivolous as argued). Scott/Amerson have also been sanctioned by the U.S. Tax Court and the U.S. Bankruptcy Court.

Scott/Amerson, literally, have appealed this routine attorney fee case to the Supreme Court of the United States. (See No. 19-7762, *Amerson v Atlas Law Firm, P.C.*, cert denied Apr. 6, 2020).

D. Conclusion

Scott/Amerson's conclusory allegations that they are unable to pay the costs of this appeal are without merit. Scott/Amerson have withheld from this Court information regarding substantial income and a recent inheritance.

These Appellants are experienced pro se litigants and appellants who burden the court system with stubborn, vexatious, and frivolous appeals. Because these Appellants refuse to accept any judicial outcome, this Court should not burden itself and subsidize the appeal.

WHEREFORE THE ABOVE reasons, Respondents respectfully request that the Court deny Scott/Amerson's Motion to Proceed In Forma Pauperis and for such further and other relief as is proper in the circumstances.

Respectfully submitted this 13th day of December, 2020.

ATLAS LAW FIRM, P.C.

/s/ Edward Levy

Edward Levy, CO #36090
Suite 1100
501 South Cherry Street
Denver, Colorado 80246
South Carolina Pro Hac Vice
Admission Pending



Domestic Wire Transfer Request

DOM01

TRANSACTION INFORMATION

Wire Type : Incoming Domestic Wire
Wire Amount : \$550,996.80
Wire Fee : \$0.00
Advice Fee : \$0.00
Tran Acct : DEP 594948416
Fee Acct : DEP 594948416
Payment Method :
Entry Batch : 113 Current Day
Template Name : AUTO IN Domestic
Online Inquiry : 2:51PM 10/24/2014
Origin Date : 4:50PM 10/24/2014
WITS Ref Nbr : 98
Init By : AutoImport Fedwire Incomi
Entered By : WITSOTTO
Authorized By :
Concurred By :
Avail Bal : \$5.00
Orig Method : Not Known
Posting : 2:51PM 10/24/2014

ORIGINATOR NAME / ADDRESS

ID Type : 1 Account
Identifier : 009062586634
Name: RIXINE COLLINS REVOCABLE TRUST
Address: 2956 BELLFLOWER LANE
City: NAPLES, FL 34105-

Voice :
Fax :

SENDING INSTITUTION NAME / ADDRESS

ID Type : 2 ABA Number
Identifier : 053100300 FIRST CITZ RALEIGH
Name: FIRST-CITIZENS BANK & TRUST CO
City: RALEIGH, NC

BENEFICIARY NAME / ADDRESS

ID Type : 1 Account
Identifier : 594948416
Name: FRANCES SCOTT

Voice :
Fax :

WIRE INFORMATION

Bus Func/Type : CTR 1000
Initial Ref Nbr :
IMAD Key : 20141024E3QP0A1C000956
Receiver Inst Inf : US DAC05
Local Instr Code :
Sender Ref Nbr : 141024162909MW01
OMAD Key : 20141024QMGFNP6300273110241650FT03

BENEFICIARY INFORMATION

Payment : Account Deposited
Orig Ben Pmt Inf :

Customer Signature
Taken By
Verified By: WITSOTTO - WITSOTTO PROCESSING
Callback To
Password / PIN #
Supervisor Approved

I authorize Bellco Credit Union to withdraw funds as specified from my account, and perform a wire transfer with the information provided above. I understand that I am responsible for the accuracy of such information. As Bellco Credit Union cannot reverse wire transfers once they have been processed and you will be held liable for the transaction, it is important to make sure you are sending funds to a trusted and reliable recipient.





Domestic Wire Transfer Request

DOM01

TRANSACTION INFORMATION

Wire Type :	Incoming Domestic Wire	Origin Date :	3:24PM 7/16/2015	Proc Date :	7/16/2015
Wire Amount :	\$143,627.67	WITS Ref Nbr :	76	Orig Branch :	0
Wire Fee :	\$0.00	Init By :	WITS Fedline-Exp Import		
Advice Fee :	\$0.00	Entered By :	WITSOTTO		
Tran Acct :	DEP 594948416	Authorized By :			
Fee Acct :	DEP 594948416	Concurred By :			
Payment Method :		Avail Bal :	\$47,470.71		
Entry Batch :	108 Current Day	Orig Method :	Not Known		
Template Name :	Default Fed Incoming	Posting :	1:50PM 7/16/2015		
Online Inquiry :	1:50PM 7/16/2015				

ORIGINATOR NAME / ADDRESS

ID Type :	1 Account	Voice :	
Identifier :	009062586634	Fax :	
Name :	RIXINE COLLINS REVOCABLE TRUST		
Address :	2956 BELLFLOWER LN		
City :	NAPLES, FL 34105-3005		

SENDING INSTITUTION NAME / ADDRESS

ID Type :	2 ABA Number	Voice :	
Identifier :	053100300 FIRST CITZ RALEIGH	Fax :	
Name :	FIRST-CITIZENS BANK & TRUST CO		
City :	RALEIGH, NC		

BENEFICIARY NAME / ADDRESS

ID Type :	1 Account	Voice :	
Identifier :	594948416	Fax :	
Name :	FRANCES SCOTT		

WIRE INFORMATION

Bus Func/Type :	CTR 1000	Local Instr Code :	
Initial Ref Nbr :		Sender Ref Nbr :	150716145620H300
IMAD Key :	20150716E3QP0A1C000644	OMAD Key :	20150716QMGFNP7400213707161524FT03
Receiver Inst Inf :	US 00138		

BENEFICIARY INFORMATION

Payment :	Account Deposited	Orig Ben Pmt Inf :	
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Customer Signature	_____	Date	_____
Taken By	_____	Date	_____
Verified By:	WITSOTTO - WITSOTTO PROCESSING	Date	7/16/2015 1:50PM
Callback To	_____	Fax To	_____
Password / PIN #	_____	Date	_____
Supervisor Approved	_____	Date	_____

I authorize Bellco Credit Union to withdraw funds as specified from my account, and perform a wire transfer with the information provided above. I understand that I am responsible for the accuracy of such information. As Bellco Credit Union cannot reverse wire transfers once they have been processed and you will be held liable for the transaction, it is important to make sure you are sending funds to a trusted and reliable recipient.

VA Department of Veterans Affairs		LOAN ANALYSIS		LOAN NUMBER 39-39-6-1232404		
<p>PRIVACY ACT INFORMATION: The VA will not disclose information collected on this form to any source other than what has been authorized under the Privacy Act of 1974 or Title 5, Code of Federal Regulations 1.526 for routine uses as (i.e., the record of an individual who is covered by this system may be disclosed to a member of Congress or staff person acting for the member when the request is made on behalf of the individual) identified in the VA system of records, 55VA26, Loan Guaranty Home, Condominium and Manufactured Home Loan Applicant Records, Specially Adapted Housing Applicant Records, and Vendee Loan Applicant Records - VA, published in the Federal Register. Your obligation to respond is required in order to determine the veteran's qualifications for the loan.</p> <p>RESPONDENT BURDEN: This information is needed to help determine a veteran's qualifications for a VA guaranteed loan. Title 38, USC, section 3710 authorizes collection of this information. We estimate that you will need an average of 30 minutes to review the instructions, find the information, and complete this form. VA cannot conduct or sponsor a collection of information unless a valid OMB control number is displayed. You are not required to respond to a collection of information if this number is not displayed. Valid OMB control numbers can be located on the OMB Internet Page at: www.reginfo.gov/public/do/PRASearch. If desired, you can call 1-800-827-1000 to get information on where to send comments or suggestions about this form.</p>						
SECTION A - LOAN DATA						
1. NAME OF BORROWER Galen L. Amerson Frances M Scott		2. AMOUNT OF LOAN \$ 296,235.00		3. CASH DOWN PAYMENT ON PURCHASE PRICE \$		
SECTION B - BORROWER'S PERSONAL AND FINANCIAL STATUS						
4. APPLICANT'S AGE 67	5. OCCUPATION OF APPLICANT		6. NUMBER OF YEARS AT PRESENT EMPLOYMENT	7. LIQUID ASSETS (Cash, savings, bonds, etc.) \$	8. CURRENT MONTHLY HOUSING EXPENSE \$ 1,650.00	
9. UTILITIES INCLUDED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	10. SPOUSE'S AGE 63	11. OCCUPATION OF SPOUSE		12. NUMBER OF YEARS AT PRESENT EMPLOYMENT	13. AGE OF DEPENDENTS	
NOTE: ROUND ALL DOLLAR AMOUNTS BELOW TO NEAREST WHOLE DOLLAR						
SECTION C - ESTIMATED MONTHLY SHELTER EXPENSES <i>(This Property)</i>			SECTION D - DEBTS AND OBLIGATIONS <i>(Itemize and indicate by (✓) which debts considered in Section E, Line 40 (If additional space is needed please use reverse or attach a separate sheet))</i>			
ITEMS		AMOUNT	ITEMS	(✓)	MO. PAYMENT	UNPAID BAL.
14. TERM OF LOAN:	30 YRS.		22. COMPASS BANK	<input checked="" type="checkbox"/>	\$ 441.00	\$ 41,904.00
15. MORTGAGE PAYMENT (Principal and Interest) @	4.000 %	\$ 1,414.27	23.			
16. REALTY TAXES		125.26	24.			
17. HAZARD INSURANCE		80.29	25.			
18. SPECIAL ASSESSMENTS			26.			
19. MAINTENANCE & UTILITIES		177.10	27.			
20. OTHER (HOA, Condo fees, etc.)			28.			
			29. JOB RELATED EXPENSE (e.g., child care)			0.00
21. TOTAL		\$ 1,796.92	30. TOTAL		\$ 441.00	\$ 41,904.00
SECTION E - MONTHLY INCOME AND DEDUCTIONS						
ITEMS		SPOUSE		BORROWER		TOTAL
31. GROSS SALARY OR EARNINGS FROM EMPLOYMENT						\$
32. FEDERAL INCOME TAX			\$	\$		
33. STATE INCOME TAX						
34. DEDUCTIONS RETIREMENT OR SOCIAL SECURITY						
35. OTHER (Specify)						
36. TOTAL DEDUCTIONS			\$	\$		\$
37. NET TAKE-HOME PAY						
38. PENSION, COMPENSATION OR OTHER NET INCOME (Specify)			1,387.00	3,326.90	4,713.90	4,713.90
39. TOTAL (Sum of lines 37 and 38)			\$ 1,387.00	\$ 3,326.90	\$ 4,713.90	\$ 4,713.90
40. LESS THOSE OBLIGATIONS LISTED IN SECTION D WHICH SHOULD BE DEDUCTED FROM INCOME						441.00
41. TOTAL NET EFFECTIVE INCOME						\$ 4,272.90
42. LESS ESTIMATED MONTHLY SHELTER EXPENSE (Line 21)						1,796.92
43. BALANCE AVAILABLE FOR FAMILY SUPPORT				GUIDELINE		
				\$ 823.00	\$	2,475.98
44. RATIO (Sum of items 15, 16, 17, 18, 20, and 40 divided by the sum of items 31 and 38)						43.718 %
45. PAST CREDIT RECORD <input checked="" type="checkbox"/> SATISFACTORY <input type="checkbox"/> UNSATISFACTORY	46. DOES LOAN MEET VA CREDIT STANDARDS? (Give reasons for decision under "Remarks," if necessary, e.g., borderline case) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO					
47. REMARKS (Use reverse or attach a separate sheet, if necessary)						
A172366988 A172429772						
<p>VA FF 2.15% / Approve/Eligible DU / Purchase Fico 707 - credit complies with VA pamphlet 26-7, Ch. 4, re established credit bk dscharged > 2 yrs., making pymts on 2nd td from frclrs property B1 Retired, rec'vs SS income \$2392.80, pension (lifetime) \$934.10 ss award letter and pension doc in file to support income used to qualify B2 Retired, rec'vs SS income \$1387.00</p> <p>prop tax \$1503.14 / 12 = \$125.26</p>						
CRV DATA (VA USE)						
48A. VALUE	48B. EXPIRATION DATE		48C. ECONOMIC LIFE YRS.			
SECTION F - DISPOSITION OF APPLICATION AND UNDERWRITER CERTIFICATION						
<input checked="" type="checkbox"/> Recommend that the application be approved since it meets all requirements of Chapter 37, Title 38, U.S. Code and applicable VA Regulations and directives. <input type="checkbox"/> Recommend that the application be disapproved for the reasons stated under "Remarks" above.						
The undersigned underwriter certifies that he/she personally reviewed and approved this loan. (Loan was closed on the automatic basis.)						
49. DATE 7/12/19	50. SIGNATURE OF EXAMINER/UNDERWRITER <i>Pamela Witt</i>					
51. FINAL ACTION <input type="checkbox"/> APPROVE APPLICATION <input type="checkbox"/> REJECT APPLICATION	52. DATE	53. SIGNATURE AND TITLE OF APPROVING OFFICIAL				

EXHIBIT
2

24. Continued

N. If the loan application has been submitted for the prior approval of the VA, the proceeds of the loan were expended for the purposes described in the loan application or refinancing proposal originally submitted for the prior approval of the VA and in the amounts shown in the statement of loan disbursement and costs or HUD Form 1 that is attached to and incorporated in this report.

O. Any deviations or changes of identity in the security of the property from that set forth in the plans and specifications upon which the original appraisal was based are itemized in an attachment hereto and have been approved as required in 38 C.F.R. 36.4304 and have been completed properly.

P. If this is a refinancing loan under section 3710a(5) of title 38, U.S.C., the veteran's secured liens of record identified on the property and shown on the loan application, and any debts listed on the application which were not secured by liens of record and which were to have been retired from the proceeds of the loan, have, in fact, been paid in full. The amount of cash, if any, shown as paid to the veteran on the statement of loan disbursement and costs or HUD Form 1 that is attached to and incorporated in this report was, in fact, disbursed to him or her personally.

Q. If this loan is required to be personally reviewed and approved by a VA-approved underwriter, the name of that underwriter is as follows: **Pamela Wilt**

25A. NAME AND ADDRESS OF LENDER Broker Solutions, Inc. dba New American Funding 14511 Myford Road, Suite 100 Tustin, CA 92780	25B. TELEPHONE NO. OF LENDER 800-450-2010
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26A. DATE SIGNED 07/15/2019	26B. SIGNATURE AND TITLE OF LENDER REPRESENTATIVE VP OF POST CLOSING
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PRIVACY ACT NOTICE: VA will not disclose information collected on this form to any source other than what has been authorized under the Privacy Act of 1974 or Title 38, Code of Federal Regulations 1.576 for routine uses (i.e., information may be disclosed to Congress when requested on behalf of a veteran for statistical purposes in specific geographic regions) as identified in the VA system of records, 55VA26, Loan Guaranty Home, Condominium and Manufactured Home Loan Applicant Records, Specially Adapted Housing Applicant Records and Vendee Loan Applicant Records - VA, published in the Federal Register. Your obligation to respond is voluntary, but failure to provide requested information could impede processing. Giving us your SSN account information is voluntary. Refusal to provide your SSN by itself will not result in the denial of benefits. VA will not deny any individual benefits for refusing to provide his or her SSN unless the disclosure of the SSN is required by a Federal Statute of law in effect prior to January 1, 1975, and still in effect.

NOTICE TO BORROWERS: This is notice to you as required by the Right to Financial Privacy Act of 1978 that the VA has a right of access to financial records held by financial institutions in connection with the consideration or administration of assistance to you. Financial records involving your transaction will be available to VA without further notice or authorization but will not be disclosed or released by this institution to another Government Agency or Department without your consent except as required or permitted by law.

SECTION III - VETERAN'S CERTIFICATIONS (To be executed by the veteran on the date loan is closed)

27. As a GI home loan borrower you will be legally obligated to make the mortgage payments called for by your mortgage loan contract. The fact that you dispose of your property after the loan has been made **WILL NOT RELIEVE YOU OF LIABILITY FOR MAKING THESE PAYMENTS.**

Some GI home buyers have the mistaken impression that if they sell their homes when they move to another locality, or dispose of it for any other reason, they are no longer liable for the mortgage payments and that liability for these payments is solely that of the new owners. Even though the new owner may agree in writing to assume liability for your mortgage payments, this assumption agreement will not relieve you from liability to the holder of the note which you signed when you obtained the loan to buy the property. Also, unless you are able to sell the property to a credit-worthy obligor who is acceptable to the VA and who will assume the payment of your obligation to the lender and the Department of Veterans Affairs, you will not be relieved from liability to repay any guaranty claim which the VA may be required to pay your lender on account of default in your loan payments.

THE AMOUNT OF ANY SUCH CLAIM PAYMENT WILL BE A DEBT OWED BY YOU TO THE FEDERAL GOVERNMENT. This debt will be the object of established collection procedures. Payment of the loan in full ordinarily is the way in which continuing liability on a mortgage note is ended. Therefore, if you expect to move from the area in which you are now considering the purchase of a home and should you be unable to sell such home with the purchaser obtaining new financing to pay off your loan, you should understand that you may continue to be liable to the holder of your mortgage and the Department of Veterans Affairs.

I, THE UNDERSIGNED VETERAN, CERTIFY THAT:

- a. I have read and understand the foregoing concerning the liability on the loan.
- b. Occupancy:
 - (1) I now actually occupy the above-described property as my home or intend to move into and occupy said property as my home within a reasonable period of time or intend to reoccupy it after the completion of major alterations, repairs or improvements.
 - (2) My spouse is on active military duty and in his or her absence, I occupy or intend to occupy the property securing this loan as my home.
 - (3) The veteran is on active military duty and in his or her absence, I certify that a dependent child of the veteran occupies or will occupy the property securing this loan as their home. *(NOTE: this requires that the veteran's attorney-in-fact or legal guardian of the dependent child sign in Item 31.)*
 - (4) I previously occupied the property securing this loan as my home. *(For interest rate reduction loans.)*
 - (5) While my spouse was on active military duty and unable to occupy the property securing this loan, I previously occupied the property that is securing this loan as my home. *(For interest rate reduction loans.)*
 - (6) While the veteran was on active military duty and unable to occupy the property securing this loan, the property was occupied by the veteran's dependent child as his or her home. *(For interest rate reduction loans.) (NOTE: this requires that the veteran's attorney-in-fact or legal guardian of the dependent child sign in Item 31.)*

NOTE: If Item b(2) or b(5) is checked the veteran's spouse must also sign Item 32 below.

c. I have been informed that \$ 290,000.00 is the reasonable value of the property as determined by VA.

IF THE CONTRACT PRICE OR COST EXCEEDS THE VA REASONABLE VALUE, COMPLETE EITHER ITEM D OR E.

- d. I was aware of this valuation when I signed my contract and I have paid or will pay in cash from my own resources at or prior to loan closing a sum equal to the difference between the contract purchase price or cost and the VA reasonable value. I do not and will not have outstanding after loan closing any unpaid contractual obligation on account of such cash payment.
- e. I was not aware of this valuation when I signed my contract but have elected to complete the transaction at the contract purchase price or cost. I have paid or will pay in cash from my own resources at or prior to loan closing a sum equal to the difference between the contract purchase price or cost and the VA reasonable value. I do not and will not have outstanding after loan closing any unpaid contractual obligation on account of such cash payment.
- f. Neither I, nor anyone authorized to act for me, will refuse to sell or rent, after the making of a bona fide offer, or refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny the dwelling of property covered by this loan to any person because of race, color, religion, sex or national origin. I recognize that any restrictive covenant on this property relating to race, color, religion, sex or national origin is illegal and void and civil action for preventive relief may be brought by the Attorney General of the United States in any appropriate U.S. District Court against any person responsible for the violation of the applicable law.
- g. I AM AWARE THAT VA DOES NOT WARRANT THE CONDITION OR VALUE OF THE PROPERTY.

IF CERTIFICATE OF ELIGIBILITY REQUIRES CERTIFICATION OF ACTIVE DUTY STATUS, FOLLOWING CERTIFICATION MUST BE CHECKED

I certify that I have not been discharged or released from active duty since the date my Certificate of Eligibility was issued.

VOLUNTARY INFORMATION FOR GOVERNMENT MONITORING PURPOSES	28A. VETERAN <i>(If you do not wish to complete Items 28B thru 28D, please initial here)</i>	INITIALS	28B. ETHNICITY <input type="checkbox"/> HISPANIC OR LATINO <input checked="" type="checkbox"/> NOT HISPANIC OR LATINO	28C. RACE <input type="checkbox"/> AMERICAN INDIAN OR ALASKAN NATIVE <input type="checkbox"/> NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER <input type="checkbox"/> ASIAN <input checked="" type="checkbox"/> WHITE <input type="checkbox"/> BLACK OR AFRICAN AMERICAN	28D. SEX <input checked="" type="checkbox"/> MALE <input type="checkbox"/> FEMALE
	29A. COBORROWER <i>(If you do not wish to complete Items 29B thru 29D, please initial here)</i>	INITIALS	29B. ETHNICITY <input type="checkbox"/> HISPANIC OR LATINO <input checked="" type="checkbox"/> NOT HISPANIC OR LATINO	29C. RACE <input type="checkbox"/> AMERICAN INDIAN OR ALASKAN NATIVE <input type="checkbox"/> NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER <input type="checkbox"/> ASIAN <input checked="" type="checkbox"/> WHITE <input type="checkbox"/> BLACK OR AFRICAN AMERICAN	29D. SEX <input type="checkbox"/> MALE <input checked="" type="checkbox"/> FEMALE

30. DATE SIGNED 7/15/19	31. SIGNATURE OF VETERAN <i>(Read Certifications Carefully before Signing)</i> 	32. SIGNATURE OF SPOUSE <i>(If applicable)</i>
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Federal Statutes provide severe penalties for any fraud, intentional misrepresentation, or Criminal Connivance or conspiracy purposed to influence the issuance of any guaranty or insurance by the Department of Veterans Affairs.



- 18 If the borrower has collection accounts, they do not necessarily have to be paid off as a condition for loan approval. Borrowers with a history of collection accounts should have reestablished satisfactory credit in order to be considered a satisfactory credit risk.

Employment and Income

- 19 SS/Disability income was used to underwrite this case. Galen L Amerson's income must be verified. To include income from these sources it must be reasonable to conclude that such income will continue in the foreseeable future, and verified according to current VA documentation guidelines. If the income is not eligible for inclusion in effective income, consider whether it is reasonable to use the income to offset debts for 10-24 months, provided there is a sound documented explanation.
- 20 Retirement or Pension income from the application was used to underwrite this case. Galen L Amerson's income must be verified. To include income from these sources it must be reasonable to conclude that such income will continue in the foreseeable future, and verified according to current VA documentation guidelines. If the income is not eligible for inclusion in effective income, consider whether it is reasonable to use the income to offset debts for 10-24 months, provided there is a sound documented explanation.
- 21 Retirement or Pension income from the application was used to underwrite this case. Frances M Scott's income must be verified. To include income from these sources it must be reasonable to conclude that such income will continue in the foreseeable future, and verified according to current VA documentation guidelines. If the income is not eligible for inclusion in effective income, consider whether it is reasonable to use the income to offset debts for 10-24 months, provided there is a sound documented explanation.
- 22 The following sources of income were used in the underwriting analysis:

Borrower	Income Type	Verification	Amount
Galen L Amerson	Pension/Retirement Income	1003 Values	934.10
Galen L Amerson	Social Security/Disability	1003 Values	2392.80
Frances M Scott	Pension/Retirement Income	1003 Values	1387.00

Assets

- 23 Verification of veteran's source of funds is not required if closing costs plus difference between sales price of the property and the base loan amount is < 4 percent of the lesser of the following: 1) Sales Price 2) Reasonable value established by a Notice of Value (NOV).

Property and Appraisal Information

- 24 A Uniform Residential Appraisal Report (URAR) and a Notice of Value (NOV) must be provided for this transaction. Also, a Market Conditions Addendum is required (Fannie Mae Form 1004MC). Lenders approved for the Lender Appraisal Processing Program (LAPP) may elect to follow LAPP processing guidelines.
- 25 Based on the subject property data entered, DU determined that the subject address is located within the county of LARAMIE COUNTY which has a county loan limit of \$484350.00.
- 26 DU returned the following standardized address and census tract for the subject property: 404 E CARLSON ST, CHEYENNE, WY 82009, 560210013002012. This is the address that DU used in its property verification process.

OBSERVATIONS

- 27 The following Credit Report information is associated with this submission:

Borrower Name	Credit Agency	Credit Report ID	Credit Report Date
Galen LeMar Amerson	Factual Data	K0506BXC9079307	05/10/2019
Frances Moorer Scott	Factual Data	K0506BXC9079307	05/10/2019

- 28 This loan casefile was submitted to Desktop Underwriter by BROKER SOLUTIONS, INC. DBA NEW AMERICAN Institution. The following information is associated with this loan: Casefile ID is 1407367102, and VA Submission number is 6.
- 29 Version Number: 2.1
- 30 This loan casefile was submitted to DU for Government Loans Release 4.0.
- 31 Residual Income Required: \$823.00
- 32 Residual Income Actual: \$2475.98
- 33 Agency Case Number: 39-39-6-1232404
- 34 The following credit scores were obtained by the credit agency selected by the user and are included in the credit report:

Borrower	Credit Scores
Frances M Scott	705 713 707
Galen L Amerson	722 708 727

19-7762

No. 19A490

ORIGINAL

IN THE
SUPREME COURT OF THE UNITED STATES

Frances Jane Moorver Scott,
Galen Lemlar Amerson — PETITIONER
(Your Name)

Supreme Court, U.S.
FILED
FEB 19 2020
OFFICE OF THE CLERK

VS.

DEBTBUSTERS, P.C.,
ATLAS LAW FIRM, P.C. — RESPONDENT(S)

MOTION FOR LEAVE TO PROCEED *IN FORMA PAUPERIS*

The petitioner asks leave to file the attached petition for a writ of certiorari without prepayment of costs and to proceed *in forma pauperis*.

Please check the appropriate boxes:

Petitioner has previously been granted leave to proceed *in forma pauperis* in the following court(s):

Douglas County District Court, Colorado 2019-CV-5

Petitioner has **not** previously been granted leave to proceed *in forma pauperis* in any other court.

Petitioner's affidavit or declaration in support of this motion is attached hereto.

Petitioner's affidavit or declaration is **not** attached because the court below appointed counsel in the current proceeding, and:

The appointment was made under the following provision of law: _____, or

a copy of the order of appointment is appended.

Galen Lemlar Amerson
(Signature)

Frances Scott

EXHIBIT
3

**AFFIDAVIT OR DECLARATION
IN SUPPORT OF MOTION FOR LEAVE TO PROCEED *IN FORMA PAUPERIS***

I, Frances Scott and Galen Amerzon, am the petitioner in the above-entitled case. In support of my motion to proceed *in forma pauperis*, I state that because of my poverty I am unable to pay the costs of this case or to give security therefor; and I believe I am entitled to redress.

1. For both you and your spouse estimate the average amount of money received from each of the following sources during the past 12 months. Adjust any amount that was received weekly, biweekly, quarterly, semiannually, or annually to show the monthly rate. Use gross amounts, that is, amounts before any deductions for taxes or otherwise.

Income source	Average monthly amount during *the past 12 months		Amount expected next month	
	Galen Amerzon You	Frances Scott Spouse	You	Spouse
Employment	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
Self-employment	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
Income from real property (such as rental income)	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
Interest and dividends	\$ <u>10.26</u>	\$ <u>10.31</u>	\$ _____	\$ _____
Gifts	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
Alimony	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
Child Support	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
Retirement (such as social security, pensions, annuities, insurance)	\$ <u>2,738</u>	\$ <u>1194</u>	\$ <u>3261</u>	\$ <u>2611</u>
Disability (such as social security, insurance payments)	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
Unemployment payments (6mos) <small>12mo Average rec'd in 3mo</small>	\$ <u>1,620</u>	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
Public-assistance (such as welfare)	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
Other (specify): _____	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
Total monthly income:	\$ <u>4,368</u>	\$ <u>5,1204</u>	\$ <u>3261</u>	\$ <u>2611</u>

* Not all amounts were paid all 12 months, above total is an average

2. List your employment history for the past two years, most recent first. (Gross monthly pay is before taxes or other deductions.)

Employer	Address	Dates of Employment	Gross monthly pay
Miller Coors Brewing	Golden, Colorado	9/2000 - 7/2013	\$ 7913.
			\$ -
			\$ -

3. List your spouse's employment history for the past two years, most recent employer first. (Gross monthly pay is before taxes or other deductions.)

Employer	Address	Dates of Employment	Gross monthly pay
None			\$ -
			\$ -
			\$ -

4. How much cash do you and your spouse have? \$ 250,00
 Below, state any money you or your spouse have in bank accounts or in any other financial institution.

Type of account (e.g., checking or savings)	Amerson Amount you have	Scott Amount your spouse has
Amerson Checking (total of all checking)	\$	\$
Saving (total of all savings)	\$	\$
	\$	\$

5. List the assets, and their values, which you own or your spouse owns. Do not list clothing and ordinary household furnishings.

- Home
Value \$283,200 (owe \$293,000)
- Other real estate -
Value \$12,000
- Motor Vehicle #1
Year, make & model 2004 Volvo XC70
Value \$2,360
- Motor Vehicle #2
Year, make & model 2001 Volvo V70 XC
Value 1,332
- Other assets
Description Household and wedding rings, not including business equipment or medical equipment
Value 4,100

6. State every person, business, or organization owing you or your spouse money, and the amount owed.

Person owing you or your spouse money	Amount owed to you	Amount owed to your spouse
<u>0</u>	\$ <u>0</u>	\$ <u>0</u>
<u>0</u>	\$ <u>0</u>	\$ <u>0</u>
<u>0</u>	\$ <u>0</u>	\$ <u>0</u>

7. State the persons who rely on you or your spouse for support. For minor children, list initials instead of names (e.g. "J.S." instead of "John Smith").

Name	Relationship	Age
<u>None</u>		

8. Estimate the average monthly expenses of you and your family. Show separately the amounts paid by your spouse. Adjust any payments that are made weekly, biweekly, quarterly, or annually to show the monthly rate.

	You	Your spouse
Rent or home-mortgage payment (include lot rented for mobile home)	\$ <u>810</u>	\$ <u>810</u>
Are real estate taxes included? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Is property insurance included? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Utilities (electricity, heating fuel, water, sewer, and telephone)	\$ <u>338</u>	\$ <u>338</u>
Home maintenance (repairs and upkeep)	\$ <u>75</u>	\$ <u>75</u>
Food (includes supplements + vitamins)	\$ <u>300</u>	\$ <u>300</u>
Clothing	\$ <u>75</u>	\$ <u>75</u>
Laundry and dry-cleaning	\$ <u>25</u>	\$ <u>25</u>
Medical and dental expenses	\$ <u>150</u>	\$ <u>319</u>

	You	Your spouse
Transportation (not including motor vehicle payments)	\$ <u>75</u>	\$ <u>75</u>
Recreation, entertainment, newspapers, magazines, etc.	\$ <u>60</u>	\$ <u>60</u>
Insurance (not deducted from wages or included in mortgage payments)		
Homeowner's or renter's	\$ <u>0</u>	\$ <u>0</u>
Life	\$ <u>0</u>	\$ <u>0</u>
Health	\$ <u>0</u>	\$ <u>150</u>
Motor Vehicle	\$ <u>47.50</u>	\$ <u>47.50</u>
Other: <u>umbrella</u>	\$ <u>10</u>	\$ <u>10</u>
Taxes (not deducted from wages or included in mortgage payments)		
(specify): <u>levy</u>	\$ <u>359</u>	\$ <u>208</u>
Installment payments		
Motor Vehicle	\$ <u>0</u>	\$ <u>0</u>
Credit card(s)	\$ <u>0</u>	\$ <u>0</u>
Department store(s)	\$ <u>0</u>	\$ <u>0</u>
Other: <u>Attorney & Accountant \$150 ea</u>	\$ <u>150</u>	\$ <u>150</u>
Alimony, maintenance, and support paid to others	\$ <u>0</u>	\$ <u>0</u>
Regular expenses for operation of business, profession, or farm (attach detailed statement) <u>not at this time</u>	\$ <u>0</u>	\$ <u>0</u>
Other (specify): <u>Storage & pets</u>	\$ <u>49 66</u>	\$ <u>49 66</u>
Total monthly expenses:	\$ <u>2,589.50</u>	\$ <u>2,686.50</u>

9. Do you expect any major changes to your monthly income or expenses or in your assets or liabilities during the next 12 months?

Yes No If yes, describe on an attached sheet.

10. Have you paid – or will you be paying – an attorney any money for services in connection with this case, including the completion of this form? Yes No

If yes, how much? \$47,000 ~~2~~ owe \$35,000 still

If yes, state the attorney's name, address, and telephone number:

\$42,000 & owe \$35,000 (Feb 2019 to Present)
Luke McFarland & Gabe McFarland
910-13th St, Suite 200
Golden, CO 80401
303-279-8300

Oct 2018 - Dec 2018 Amerason only \$5,000 pd
Douglas Romero
200 S. Sheridan Blvd
Denver, CO 80226
303-934-7500

11. Have you paid—or will you be paying—anyone other than an attorney (such as a paralegal or a typist) any money for services in connection with this case, including the completion of this form?

Yes No

If yes, how much? _____

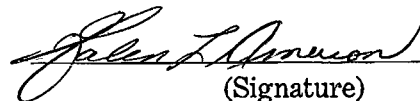
If yes, state the person's name, address, and telephone number:

12. Provide any other information that will help explain why you cannot pay the costs of this case.

The case being presented here has cost or taken all our money, retirement, savings and even Amerason's job and all income, healthcare insurance, and 99% of our business assets and equipment

I declare under penalty of perjury that the foregoing is true and correct, to best of our knowledge

Executed on: February 19, 2020


(Signature)



DISTRICT COURT, DENVER COUNTY, COLORADO		DATE FILED: February 2, 2020 9:31 PM CASE NUMBER: 2017CV30158
Court Address: 1437 Bannock Street, Rm 256, Denver, CO, 80202		
Plaintiff(s) ATLAS LAW FIRM PC et al.		<p style="text-align: center;">△ COURT USE ONLY △</p> Case Number: 2017CV30158 Division: 209 Courtroom:
v.		
Defendant(s) FRANCES JANE MOORER-SCOTT et al.		
ORDER RE: PAYMENT OF SPECIAL MASTER		

The motion/proposed order attached hereto: SO ORDERED.

THE COURT has reviewed the briefing on the issue of payment of the Special Master and being well advised as to the on-going posture of this matter, which can be best described as vitriol, hereby orders that each party is responsible for payment of the non-refundable processing fee and one-half of the special master retainer. The Court bases this decision, *inter alia*, upon the "Loan Analysis", which reflects that Defendants have a monthly balance available for family support of \$2,475.98. This "Loan Analysis" was signed by the Defendants under "severe penalties for any fraud, intentional misrepresentation, or Criminal Connivance or conspiracy purposed to influence the issuance of any guaranty or insurance by the Department of Veterans Affairs." Accordingly, the \$400.00 non-refundable processing fee due from each party shall be paid by the Defendants by February 21, 2020 and by the Plaintiff by February 28, 2020. The retainer in this matter shall be paid one-half by Defendants by March 27, 2020 and one-half by Plaintiff by March 31, 2020. Should Plaintiff wish to press forward more quickly, Plaintiff may deposit the necessary funds with JAMS prior to the deadlines set forth above and seek to have the Special Master re-allocate the fees paid at the conclusion of the Special Master's appointment in this matter.

Issue Date: 2/2/2020



KANDACE CECILIA GERDES
District Court Judge



DISTRICT COURT, CITY AND COUNTY OF DENVER, STATE OF COLORADO 1437 Bannock Street Denver, CO 80202	<p style="text-align: center;">▲ COURT USE ONLY ▲</p>
Judgment Creditors: Atlas Law Firm, P.C., a Colorado Professional Corporation and DebtBusters, P.C., a Colorado Professional Corporation v. Judgment Debtors: Frances Jane Moorner Scott, an individual and Galen LeMar Amerson, an individual	
Attorney: Edward Levy, #36090 Atlas Law Firm, P.C. One Cherry Center, Suite 1100 501 South Cherry Street Denver, Colorado 80246 Phone: (303)-481-6350 E-mail: elevy@atlaslawpc.com	Case Number: 2017CV30158 Courtroom: 209
JUDGMENT CREDITORS' RESPONSE RE: SPECIAL MASTER'S REPORT	

COME NOW the Judgment Creditors, Atlas Law Firm, P.C. and DebtBusters, P.C., through undersigned counsel, to respond to the Special Master's Report as Ordered by the Court as follows:

Introduction

Scott/Amerson, through counsel, falsely claim to be in "dire financial condition", that they are "not currently unemployed" and "scrape by off of social security payments" as to be unable to pay the Special Master. Scott/Amerson also seek to reverse the Court's initial 50/50 allocation of expenses among the parties to shift the burden entirely on the Judgment Creditors.

As demonstrated below, Scott/Amerson do, in true fact, have the means to pay the Special Master. With respect to any reallocation, the Court should find Scott/Amerson more responsible for the appointment of the Special Master in the first place and impose all costs upon them pursuant to C.R.C.P. 53(g)(3).

Means to Pay Special Master - Mr. McFarland 's false claims of “dire financial condition” and “scrape by off of social security payments”

\$56,000 Annual Pension and Social Security Income. Scott/Amerson revealed \$56,000 annual income or \$4,714 per month of pension and social security income in connection with their July 2019 purchase of a \$300,000 house in Wyoming. (Exhibit 1). Upon information and belief including her sworn testimony, Ms. Scott also receives undisclosed disability payments from United Airlines. After making their \$1,414 monthly mortgage payment, Scott/Amerson have significant disposable income and can pay the Special Master.

Significant Revealed and Other Concealed Assets Not many people in “dire” financial straits file theft reports and insurance claims for \$43,088 worth of personal property from just one of four self-storage units.¹ (Exhibit 2). Indeed, not many “indigent” people can afford professionals and specialized equipment necessary to palletize, shrink wrap, and move a 1,000 pound AGA cast iron four oven appliance and the other personal property.

(Exhibit 2 at pp 3-5).

Judgment Creditors continue to assert that Scott/Amerson are concealing other property and

¹ Aside from ethical issues arising from Scott/Amerson's and Messrs. McFarland's misrepresentations to this Court regarding the value of personal property at W. Trail and whether this property was concealed at other locations, the \$43,088 insurance claim reveals that Scott/Amerson have assets far above any exemptions which could be liquidated to pay the Special Master.

financial assets for which Scott/Amerson have refused to provide any accounting.

Scott/Amerson did not disclose their banking relationship with Wells Fargo when asked in interrogatories, have never provided any inventory of any of their personal property, nor did they disclose or list any of the “stolen” assets to Judgment Creditors in recent interrogatories despite listing them earlier for the police theft report. Scott/Amerson have a history of intentional concealment of assets, like in their 2012 bankruptcy case, until someone “catches wind of something different and we have to fess up” (Exhibit 3).

Ability to Pay Legal and Other Expenses Scott/Amerson have demonstrated their ability to pay extraordinary expenses over the past year in addition to moving. They have purchased the house, two more vehicles (total three), paid filing fees and, likely, Mark Scabavea, Esq. in a new federal case they filed against a Black Hills credit union on September 30, 2019 (case no 19-CV-02795-NRN), paid legal fees to Andrew Holiday, Esq. for a hearing in order to delay in South Carolina, and paid at least \$22,000 (in the first month of representation in 2018 alone) to Messrs. McFarland.

Scott/Amerson’s ability to pay substantial nonrecurring expenses demonstrates that they have concealed assets, income, or the ability to borrow for those expenses they choose to pay. It is equally clear that Scott/Amerson choose not to pay the Special Master.

Other Payment Offers Scott/Amerson must have had the means to offer a \$10,000 settlement to the Atlas Law Firm on September 16, 2019 per stipulation in Jefferson County case no 18CV30922. Presumably, Scott/Amerson had or could raise the \$10,000, otherwise the stipulation is another complete fraud upon the Judgment Creditors. (Exhibit 4).

In summary, Scott/Amerson have the means and ability to pay the Special Master and the Court should require them to pay, at the very least, as previously allocated.

Scott/Amerson's Responsibility for the Special Master Means They Should Pay

Scott/Amerson and Counsel Rejected All Attempts to Avoid Court Intervention

On September 26, 2019, Judgment Creditors perfected liens on Scott's interest in South Carolina land that she values at \$15,000. (Exhibit 5 at 3).²

After two years of stonewalling by their frivolous appeal and by disputing the precise balance of the judgments against them, in response to undersigned's email of October 2, 2019, Scott/Amerson and their counsel deceitfully promised to address (but actually refused even to discuss, let alone negotiate) a partial satisfaction of judgment in this case to fix a balance and permit execution.

(Exhibit 6). After October 2, 2019, Messrs. McFarland replies include

some two weeks later on October 16, 2019:

Ed, my apologies for the slow reply on this and your prior email re: SC land; we need to dig into this over the next few days and I'll let you know where we are on this. I think part of our problem is in figuring out what all was collected, sold, what you still have, etc. and some sort of global accounting is likely needed. We'll be in touch.

and a month later, on November 10, 2019 -

We will dig into your motion for costs prior to filing our response and as previously, if we can work something out on that front we will let you know.

Necessitated by their refusals, Judgment Creditors have been forced to file their motion and seek further Court intervention. For this reason as well, Scott/Amerson are more responsible for the

² As noted in the email chain that is Exhibit 6, Scott attempted to sell the land for close to double this amount. Regardless, when the land is sold judgment deficiencies will remain.

appointment of Special Master.

Intentional Concealment of the Wyoming House Purchase

Scott/Amerson's and their counsels' intentional and willful false representation to this Court and Judgment Creditors that they lived in Aurora, Colorado concealed their actual relocation to Wyoming and delayed judgment enforcement there necessitating Court intervention leading to the appointment of the Special Master.

Within days of Scott's release from custody, as early as May 13, 2019, Scott/Amerson were attempting to purchase property in Wyoming. (Exhibit 7). On June 20, 2019, Scott/Amerson proceeded with their current house purchase which closed on July 15, 2019.

Messrs. McFarland actively counseled and assisted in hiding Scott/Amerson's whereabouts from this Court and Judgment Creditors. They agreed to waive service on Scott/Amerson, they attended two hearings (August and September 2019) with Scott/Amerson in the Jefferson County matter, and presumably knew where, in Wyoming, to mail their invoices. When confronted with the fact that Scott/Amerson were likely in Wyoming, McFarland immediately sought to vacate this Court's Order. Previously, Messrs. McFarland provided the fraudulent address within hours of undersigned's request. After locating Scott/Amerson in Wyoming, Messrs. McFarland have refused all of Judgment Creditors' requests for waivers of service.

Other Misconduct by Scott/Amerson and their Counsel

Messrs. McFarland are engaged in a sporting event Mr. M. Gabriel McFarland's irresponsible approach to this case and the knowingly false propaganda which he masquerades as advocacy on behalf of the "aggrieved" sovereign citizen judgment debtors, is illustrated by 1) his

unquestioning parroting of Scott/Amerson's noxious allegations and 2) his ludicrous recommendation to the Special Master that they be rewarded for their obstinance by requiring the Judgment Creditors pay all costs which could later be reallocated and added to the judgments which Scott/Amerson have no intention of ever paying. (Exhibit 8 at 3).

Mr. McFarland's statements portraying "dire financial condition" and "scrape by off of social security payments" are, at best, misleading and, more likely, knowingly false. These statements represent yet another instance where Scott/Amerson and their counsel seek outright to deceive, misrepresent, and obfuscate these proceedings.

Mr. McFarland's materially false representations regarding his client's financial condition and false allegations made to the Special Master are ethically infirm and more intent on disruption and delay by attacking this Court and undersigned as opposed to resolving the judgments on any merits.

This Court should, in no uncertain terms, admonish Scott/Amerson and their counsel for this deception and their repetitive false allegations of criminal and other misconduct and put an end to them as a litigation tactic.

Every single one of Scott/Amerson's myriad allegations over the past three years have been rejected by every state, federal, and bankruptcy court as well as every state and federal appellate court, administrative agency, law enforcement organization, and regulatory body to have heard and/or considered them.

In their frivolous appeal of this case, 18CA618, Scott/Amerson raised these allegations against this Court and Judgment Creditors' counsel. The Colorado Court of Appeals took no further

action after Judgment Creditors' lengthy response which is incorporated by reference. (Colo E-filing ID B3ABD87CD1636, April 22, 2018).

U.S. District Court Judge Richard P. Matsch summed Scott/Amerson's allegations up over two and one-half years ago:

The plaintiffs ask for an evidentiary hearing to support their contentions. **Those contentions assert an alarming array of allegations of attorney misconduct by those who have appeared in this civil action and others who have apparently had attorney-client relationships with the plaintiffs in a bankruptcy proceeding and state court litigation.**

The plaintiffs refer to Civil Action 17-cv-00717-LTB filed by The Atlas Law Firm, P.C., and Debtbusters P.C., against them for the collection of attorney fees and express an interest in combining this action with that case which had been removed by them from the Denver Combined Court for the Second Judicial District. That case was remanded to that court by an order of Judge Babcock on June 21, 2017, for lack of jurisdiction. **The plaintiffs have also alleged criminal acts.**

These allegations raise questions which may be appropriate for resolution in other forums but they are not to be litigated in this court."

(Scott and Amerson v. Sheriff Weaver et al, Case No. 15-CV-1486-RPM, D. Colo., Docket No. 86, Order Denying Motion to Open Judgment (July 10, 2017). (emphasis added). (Exhibit 9 at 3)

Ms. Scott refuses to acknowledge this Court's judgments affirmed on appeal. The United States Supreme Court is the latest forum for Ms. Scott to traduce and accuse this Court and undersigned counsel while refusing to accept the outcome in this collections case. (Exhibit 10).

Clearly, Scott/Amerson have no intention of ever ceasing litigation in this matter or satisfying

the judgments entered against them by this Court.

Other Courts have eventually ended Scott/Amerson's repetitive behavior, waste of judicial resources, and bad faith conduct. Nearly two years ago, based on virtually identical conduct including two U.S. Supreme Court appeals in a then six-year-old consumer bankruptcy case, U.S. Bankruptcy Judge Kimberly H. Tyson held that Scott/Amerson simply refuse to accept any outcome and abuse the court system.

Debtors' repeated filings lack merit and waste valuable resources of this Court and parties in interest in Debtors' case, including their Chapter 7 Trustee and his counsel, and creditors who receive notices of each filing. **The Court finds prejudice to all of those parties if Debtors were allowed to continue to file requests for relief that this Court has previously denied, ignoring this Court's and appellate courts' orders** as well as applicable rules of procedure.

Finally, the Court cannot find Debtors have acted in good faith. They refuse to acknowledge the binding effect of this Court's orders, including the Court's July 24, 2014, Settlement Order that has been affirmed at each level of appeal. They continue to repeat arguments that have been consistently rejected by every court to have considered them. Their actions constitute an abuse of the court system.

See In re Amerson, Case No. 12-17345-KHT, Bankr. D. Colo, Docket No. 365, Order on Debtors' Response to Order to Show Cause (March 15, 2018) (emphasis added) (Exhibit 11 at 2 and 3)

Messrs. McFarland refuse to acknowledge this Court's judgments affirmed on appeal.

Messrs. McFarland disagree with this Court's affirmed judgments: "Had they retained competent counsel from the beginning, it is unlikely Mr. Levy ever would have obtained a judgment against them in the first place, but alas here we are." (Exhibit 8 at 2)

"We continue to represent Frances and Galen because, frankly, they need our help, and

because we feel that justice demands that they have someone in their corner here.” Exhibit 8 at 3). Yet, at the same time, Mr. McFarland also describes this case “as a relatively mundane legal fee dispute.”(Exhibit 8 at 1).

It appears that Mr. McFarland’s idea of “justice” is to prevent any further enforcement or satisfaction of this Court’s judgments since his post judgment representation has produced neither any settlement offers nor any other resolution.

Mr. McFarland implicitly suggests that this Court pay for the Special Master “We would submit that it would be reasonable to require that whoever asks you for action pay for your time in undertaking such action.” (Exhibit 8 at 3).

Stubborn and vexatious litigation to delay and hinder Ms. Scott remains engaged in her

willful and spiteful Sisyphian task to change the outcome of this case.³ Despite adverse rulings from all appeals, Scott/Amerson and counsel continue to delay, hinder, and drive up judgment enforcement costs while frivolously consuming judicial resources.

Approximately \$88,000 in judgments to date have entered against Scott/Amerson in this case along with a stipulated \$50,000 judgment for Atlas Law Firm in Jefferson County District case no. 18CV30922.

As the Court might expect, in addition to their recent Supreme Court appeal, Scott/Amerson are appealing the Jefferson County judgment. Judgment Creditors expect yet another award of fees for yet another frivolous appeal.

³ As the Court may be aware, in Greek mythology, Sisyphus was punished for his self-aggrandizing craftiness and deceitfulness by being forced to roll an immense boulder up a hill only for it to roll down when it nears the top, repeating this action for eternity.

Fundamental Fairness for Judgment Creditors is Necessary

To date in this Denver case alone, Judgment Creditors have incurred third party legal fees and costs of approximately \$80,000 (\$60,000 legal and in excess of \$20,000 collections) not counting the services and time of their undersigned principle.

With gross judgment enforcement recovery to date just under \$50,000, leaving at least a \$30,000 deficiency in out of pocket expenses, the Judgment Creditors are still very much interested in pursuing aggressive collection efforts against Scott/Amerson's assets in order to recover their costs and be paid for the services they provided to Scott/Amerson over three years ago.

Scott/Amerson's claims that they have paid enough to the Judgment Creditors are baseless given their pathological litigation which, according to Judge Grant, has "ballooned up" costs.

Enough is Enough

The lady doth protesteth too much, methinks.⁴

The claim that Scott/Amerson are unable to pay the Special Master is without any merit. Between their \$43,088 insurance claim, other concealed assets, and over \$56,000 annual income, Scott/Amerson have the means to pay the Special Master.

Scott/Amerson and their counsel have created the need for the Special Master by stonewalling this case. This most recent round for the Court has been necessitated because of Scott/Amerson's unreasonable refusal to discuss enforcement costs and a partial satisfaction of judgment i.e. whether the nearly 90,000 judgments in this case are sufficient to cover land that Scott values at \$15,000.

When it comes to paying the Special Master, Scott/Amerson refuse. Messrs. McFarland also

⁴ WILLIAM SHAKESPEARE, THE TRAGEDY OF HAMLET, PRINCE OF DENMARK, act 3, sc. 2.

refuse to advance payment: “Given the amount of time we have already donated to this matter and the current outstanding balance, we are not in a position to advance any payments to JAMS” (Exhibit 8 at 3). Yet, Scott/Amerson, abusing the court system, consume this Court’s resources at every “free” opportunity.

The Court should grant relief to the Judgment Creditors by default or require Scott/Amerson to pay the Special Master pursuant to C.R.C.P. 53(g)(3) and, further, award of fees and costs to them for responding to Scott/Amerson’s and their counsels’ misrepresentations.

Additionally, the Court should also consider imposing sanctions upon Messrs. McFarland based upon their misrepresentations to the Special Master which, while achieving their goal of further delay, have required additional Court intervention.

Additional examples of Messrs. McFarlands’ misrepresentations include stating Scott/Amerson are inexperienced pro se parties when they were also represented by Peter Menges, Johnny Wilson, and Douglas Romero and because Judge Grant and the Court of Appeals found that Scott has a sophisticated knowledge of civil procedure, their frivolous legal argument that, despite a consensual lien and statutory obligations imposed on judgment debtors, that somehow the Judgment Creditors were required to assert exemptions for Scott/Amerson, their absurd allegation that the Douglas Sheriff’s Office altered court documents, and falsely claiming that the Court’s safe tool entry order permitted their presence despite its explicit terms and issuance prior to their entry into the case. It should be noted that these allegations were raised in the pleadings that were referred to the Special Master for resolution.

Conclusion

On the third anniversary of this case, which has been characterized by Scott/Amerson's stonewalling, the Court is yet again forced to address their latest efforts to delay the inevitable.

Scott/Amerson pathologically refused to pay, and still refuse to pay, their legal bills pursuing, instead, a petulant, endless, scorched earth litigation strategy.

The Court should, in no uncertain terms, put an end to Scott/Amerson's and Messrs. McFarland's shenanigans and bring a measure of order and sanity to these proceedings.

WHEREFORE the Judgment Creditors respectfully ask that the Court grant them appropriate relief including the entry of an Order granting their cost motions, an award of fees and costs for this response, and for such further and other relief as the Court finds necessary and reasonable in these circumstances.

Respectfully submitted this 27th day of January, 2020.

ATLAS LAW FIRM, P.C.

/s/ Edward Levy _____

Edward Levy, #36090
One Cherry Center, Suite 1100
501 South Cherry Street
Denver, Colorado 80246

CERTIFICATE OF SERVICE

I hereby certify that on January 27, 2020, a copy of the foregoing JUDGMENT CREDITORS' RESPONSE RE: SPECIAL MASTER'S REPORT was filed and served via Colorado E-Filing on the following:

J. Lucas McFarland
M. Gabriel McFarland
Evans & McFarland, LLC
910 13th Street, Suite 200
Golden, Colorado 80401
Attorneys for Judgment Debtor Frances M. Scott
Attorneys for Judgment Debtor Galen L. Amerson

Judge Loeb, Special Master
via ECF.

/s/ Edward Levy
Edward Levy

Attachment to Order - 2017CV30158

Colorado Court of Appeals 2 East 14th Avenue Denver, CO 80203	DATE FILED: June 29, 2020 CASE NUMBER: 2020CA533
Denver District Court 2017CV30158	
Plaintiffs-Appellees: Atlas Law Firm PC, a Colorado Professional Corporation and Debtbusters PC, a Colorado Professional Corporation, v. Defendants-Appellants: Frances Jane Moorner Scott and Galen LeMar Amerson.	Court of Appeals Case Number: 2020CA533
ORDER OF THE COURT	

To: The Parties and the District Court

Upon consideration of the motion to dismiss the appeal, the Court GRANTS the motion for the reasons stated therein.

IT IS THEREFORE ORDERED that the appeal is DISMISSED without prejudice.

The Court, however, DENIES appellees' request for an award of attorney's fees and costs.

BY THE COURT
Furman, J.
Freyre, J.
Gomez, J.



Hotmail Print Message

http://co107w.col107.mx61.live.com/mail/PrintMessages.aspx?epid=...

Re: Lastest update

From: **Marci Wise** (marci2wise@gmail.com)
Sent: Mon 4/23/12 1:23 PM
To: Frances Scott (frascott99@hotmail.com)

You won't see any of this happen in 6 mos if it gets contested

Sent from my iPhone

On Apr 23, 2012, at 3:19 PM, Frances Scott <frascott99@hotmail.com> wrote:

Too many Trustees right now -- Bankruptcy -- they will -- hopefully close out our bankruptcy estate in 180 days -- 6 months: **If the guy catches wind of something different, and we have to fess up** -- he may decide to hold open the estate for years.

Don't want that -- I need to move forward with my life.

I really need to see the 1983 will and I need to probably drag out my response to the Probate court until June 22 -- the Friday before any response if due -- that way, we still have the 2012 will and I have already submitted the Trust showing -- I got "sweet fuck all."

Other than that, I have no idea and to my benefit, most folks think contesting a will is stupid --

I need them to think I am going to lose the house and get nothing from my Dad cuz it all went to my Mom and who knows when that bitch'll die -- I am figuring even the devil doesn't want her.

Anyway -- that is the 180 days and I hope it started on April 13 -- so November 13 -- round about and I am cleared for take off.

Subject: Re: Lastest update
From: marci2wise@gmail.com
Date: Mon, 23 Apr 2012 15:12:51 -0400
To: frascott99@hotmail.com

Wonder why he says you need an atty. there is a Florida elder abuse hotline
What are you talking about 180 days?

Sent from my iPhone

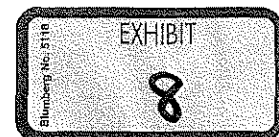
On Apr 23, 2012, at 2:56 PM, Frances Scott <frascott99@hotmail.com> wrote:

Looks like Jr. owns and has always owned their house. From the land records, it appears that he was one of several investors who purchased a few of the lots back in 2000

Talked to the Sheriff and the officer on duty says we need an attorney, but when I look for criminal attorney's, they are all defense attorneys, as if the prosecutors are in the DA's office -- Still digging.

1 of 2

10/19/2012 3:44 PM



Hotmail Print Message

<http://col107w.col107.mail.live.com/mail/PrintMessages.aspx?epids=...>

I really want the state to take this case, not us -- but I need to make a few more calls. I think I will call the gal I talked to at the beginning and ask her and her firm.

Randy from Rule of Law Radio -- says we just file all of it through the Probate Court, but I need to confirm that.

I am sort of wondering if we can file a motion and cite the 825.103 - 1,(1), 2 (b) & (c), (2)(a) right in Probate court and let them take it from there? If they don't we can file it again -- there are only a few deadlines when it comes to fraud -- but they are years.

Also we need to secure a copy of the 1983 will for us -- Man -- I can't get anything before 180 days or the trustee will take it. - BUT I don't want to ruin your end because of my mistake, so we will let the pieces fall where they fall.

Love you,
Breathe --

this is just filing a bunch of papers really -- they need to say the right things, but mostly if you make a mistake, you just file and amended pleading.

We will just file and file and see what it left at the end -- its a game -- detachment is the key to it all -- that and Faith that God is guiding us -- and Dad.

Frances

Going to get the printer. Man -- this printer I have has been crapping out for a year -- so it is good it got this far. If the grid goes down and all this electronic crap no longer works I am going to be soooo pissed that I spent money!!

Next up --- getting the checking account current in QuickBooks -- arghhhhh -- I am skipping last year and starting with 1/1/2012 -- Mess but I have to keep up with things.

After that -- I need to exchange some of my labor for some greenbacks.

2 of 2

10/19/2012 3:14 PM

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF COLORADO**

In re:)	
)	
GALEN LEMAR AMERSON and)	Case No. 12-17345 HRT
FRANCES MOORER SCOTT,)	Chapter 7
)	
Debtors.)	

ORDER GRANTING TRUSTEE’S MOTION TO APPROVE SETTLEMENT

THIS MATTER came before the Court on the motion (the “Motion”) filed by Dennis King, the chapter 7 trustee, (the “Trustee”) to approve the settlement of a contested probate proceeding and civil action pending in the Florida state courts (the “Probate Suit”) contesting the will and trust of Debtor Francis Moorers Scott’s father, Seale A. Moorers, Sr., dated January 9, 2012 (the “2012 Will”). The Court held an evidentiary hearing on the Motion on June 10, 2014, (the “Hearing”), considered the objection filed by the Debtors, the evidence and arguments presented, reviewed its docket, and is ready to rule.

I. BACKGROUND FACTS

A. The Bankruptcy Proceeding

The Court notes at the outset that while they were represented by counsel, neither Debtor was present at the Hearing to testify in support of their objection.

On April 3, 2012, Galen Amerson and Frances Moorers Scott (jointly, the “Debtors”) filed a voluntary petition for relief under chapter 7 of the Bankruptcy Code. Mr. King was appointed as the Trustee and conducted the Debtors’ § 341 Meeting of Creditors on May 16, 2012. Despite being questioned regarding the existence of any inheritances, the Debtors made no mention of the recent death of Ms. Scott’s father, the 2012 Will, or the possibility that it would be challenged.

On August 2, 2012, the order granting the Debtors’ discharge was entered (docket #25). Based on the information obtained from the Debtors’ schedules and their § 341 Meeting, the Trustee issued a no-asset report on October 22, 2012. On December 5, 2012, the case was closed (docket #47).

On December 14, 2012, Ms. Scott filed a *pro se* chapter 13 case, case number 12-35225 HRT (the “Chapter 13 Case”). Again, Ms. Scott’s chapter 13 schedules and statement of financial affairs did not disclose the 2012 Will or the Probate Suit which was then pending.



On December 28, 2012, the Debtors filed a motion to reopen the chapter 7 case (docket #49) seeking only to amend their chapter 7 Schedule B to include their claim for wrongful foreclosure against their mortgage lender.

On February 25, 2013, Ms. Scott amended her statement of financial affairs and schedule B in her Chapter 13 Case to include the Probate Suit, which she valued as Unknown/\$0.

On March 8, 2013, the Debtors amended their chapter 7 Schedule B to include their wrongful foreclosure action (docket #50). On that amended schedule, the Debtors also listed the Probate Suit as an asset but claimed that the value was “unknown \$0.00.”

On March 15, 2013, the Court entered an order reopening the chapter 7 case (docket #53). Shortly thereafter on March 18, 2013, the Trustee was reappointed to the Debtors’ case (docket #55) and withdrew his notice of no-asset report on April 3, 2013 (docket #56). The notice of withdrawal stated that the Trustee had reason to believe that there was a high probability of assets coming into the estate. Apparently, contemporaneous with the withdrawal, the Trustee was notified of the existence of the Probate Suit.

On March 7, 2013, the Court entered an order dismissing Ms. Scott’s chapter 13 case based on the chapter 13 trustee’s motion seeking dismissal as a bad faith filing. On April 18, 2013, Ms. Scott’s Chapter 13 Case was closed.

On May 30, 2013, the Debtors amended Schedule B in the chapter 7 case for the second time (docket #58). This second amendment made no reference to the Probate Suit.

On November 4, 2013, the Debtors amended schedule B for a third time (docket #77). As with the first amendment to Schedule B, the Debtors listed the Probate Suit as having no value.

On November 7, 2013, the Trustee filed a Notice of Possible Dividend notifying creditors that there may be money in the estate for distribution (docket #82) and providing time within which to file claims.

B. The Probate Suit

During the course of the chapter 7 case both before it was closed and it was reopened, the Court and the Trustee were not advised or informed of the pending Probate Suit in Florida. Two months *prior* to the chapter 7 petition date of April 3, 2013, Ms. Scott’s father, Seale A. Moorner, Sr. (“Decedent”) died on February 7, 2012. According to his Will, his widow and Ms. Scott’s mother, Betty Moorner, (“Mother”), took his entire estate through a marital and/or pour over trust.¹ Mother would be able to make distributions from the trust in her discretion but has no obligation to do so. Ms. Scott had a beneficial or remainder interest in the trust.

The Will superseded the Decedent’s 1983 will (the “1983 Will”). The 1983 Will had provided that estate would go into a trust for Mother’s care and support for the rest of her life.

¹ The 2012 Will was not admitted into evidence so the Court must extrapolate the foregoing from the testimony.

The trustee was allowed in his discretion to make distributions to Decedent's eight issue (including children and grandchildren) during the life of the trust, but was not under any obligation to do so evenly. Upon Mother's death, one half of the trust would be divided among his eight issue. Finally, five years after Mother's death, his three children would share equally in the remainder. The purpose for the execution of the Will in 2012 was to update it in accordance with changes to the tax code since 1983.

According to the testimony of Douglas Rankin, Ms. Scott and her half-sister Martha Moorer Wise² ("Sister" and jointly with Ms. Scott, "Plaintiffs") hired him to represent them in contesting the Will sometime in mid-June, 2012, approximately one month after the Debtors' § 341 Meeting in which Ms. Scott vowed to notify the Trustee of any potential inheritance. On June 22, 2012, the Plaintiffs, through Mr. Rankin, filed the Probate Suit in the Florida Circuit Court, Probate Division, against Mother and Ms. Scott's brother and sister-in-law (collectively, the "Defendants").

The Probate Suit alleged that the Decedent did not have testamentary capacity and was subject to "undue influence" at the time he executed his final 2012 Will. The basis for those allegations was that Ms. Scott's brother was sitting next to Decedent at the will signing thereby influencing him, and immediately following the signing, the Decedent was taken to an in-patient memory treatment facility where he died less than a month later.

C. Disclosure of the Probate Suit

Despite being actively engaged in litigation, the Debtors failed to timely disclose the Probate Suit to the Bankruptcy Court and the Trustee. Their original chapter 7 schedules, which were filed by competent bankruptcy counsel, were detailed and thorough; however, there is no mention of the Probate Suit.

At the Debtors' § 341 Meeting on May 16, 2012, the following exchange took place between the Trustee and Ms. Scott:

Trustee: Are you entitled to an inheritance or expecting an inheritance in the next six months?

Ms. Scott: No, Sir.

Trustee: If you find you're going to inherit money, win the lottery, someone leaves you life insurance in the next six months, you need to let me know.

Ms. Scott: Yes, sir.

§ 341 Meeting of Creditors Tr., Exhibit 2 p.13, l.13-20. Despite answering in the affirmative, the Debtors failed to notify the Trustee or the Court of the filing of the Probate Suit one month later. Not finding or being advised of any potential assets that could pay creditors, the Trustee filed his

² Ms. Scott and her Sister were the Decedent's daughters by different mothers.

report of no distribution on October 22, 2012 and the Court closed the case on December 5, 2012.

On April 5, 2013, following the Debtors' Motion to Reopen Chapter 7 Case (docket #49) and the Court's order of March 15, 2013, reopening the case (docket #53), two days after the Trustee's withdrawal of the notice of no distribution was entered, the Debtors sent a letter to the Trustee (the "April 5 Letter") urging him to allow them to pursue an unrelated wrongful foreclosure action. Also in that April 5 Letter, the Debtors attempted to justify their omission of the Probate Suit in their original bankruptcy schedules. According to the Debtors, they "have had no and expect no windfalls, or inheritance that would have had an origination date prior to, or during the period between April 13, 2012 ad [sic] December 5, 2012." See April 5 Letter at ¶5. Furthermore, if Ms. Scott was successful in her challenge to her father's will, she would still not receive any distribution until five years after her Mother's death. On the other hand, if she was unsuccessful, all of the funds would go to her Mother and Ms. Scott would only receive a distribution if her Mother chooses to do so.

However, this was not the Debtors' unilateral decision to make. Ms. Scott's duty was to disclose the Probate Suit, not speculate on the outcome. The Debtors' failure to notify the Court and the Trustee of the Decedent's death and the subsequent filing of the Probate Suit leads the Court to conclude that they did so with the intention of hiding any recovery from their creditors.

D. The Settlement

Upon learning of the existence of the Probate Suit, the Trustee retained counsel in Florida and commenced negotiations with the Defendants to that suit. On February 3, 2014, the Trustee entered a settlement agreement with the Defendants (Exhibit A to the Motion). After filing the Motion, the Florida court entered an order substituting the Trustee for Ms. Scott in the Probate Suit. On February 6, 2014, the Court entered an order approving the Trustee's retention of special counsel in the Probate Suit (docket #101). The Trustee's Florida counsel then attended a court-ordered mediation between the Defendants and co-plaintiff Sister. When Sister received a higher settlement amount than the Trustee, the Trustee was able to increase the amount of the estate's settlement to equal Sister's settlement amount. The result was a Mediated Settlement Agreement (the "Settlement Agreement")(Trustee's Exhibit 5) pursuant to which the Trustee, subject to this Court's approval, will receive \$100,000 for the benefit of the estate plus up to \$6,000 to pay the Trustee's fees and expenses related to obtaining approval thereof.³

The Settlement Agreement before the Court is substantively the same as one reached between Sister and the Defendants. Sister will also receive \$100,000 in exchange for dismissal of her part in the Probate Suit. Attorney Rankin testified that Ms. Scott wants the Trustee to refuse to settle and allow litigation of her contest of the 2012 Will to continue. He advised that Ms. Scott intends to argue that it is an open question whether Sister qualifies as the Decedent's issue under the 1983 Will. The 1983 Will identifies Ms. Scott and her brother by name but not Sister even though Sister had been born prior to its execution. Ms. Scott's position is that since

³ The record regarding the course of events leading to the Settlement Agreement and the documents in the Court's record, including those entered into evidence, has some inconsistencies. In such instances, as these facts are not dispositive with respect to the Court's ruling, the Court will follow the facts as found in the relevant documents.

Sister is not named in the will and is not Mother's daughter, she should be excluded from any distribution under the 1983 Will. Sister and Ms. Scott appear to have aligned interests and similar bargaining power in the lawsuit and the Court was not persuaded that this position had a strong likelihood of success.

The Trustee presented evidence regarding the complicated nature of the Probate Suit through the testimony of Nicholas Mizell, attorney for the Defendants. Under Florida law, there is a presumption that a decedent's final will is valid. Attorney Mizell testified that the 2012 Will was drafted by the Decedent and Mother's long-time attorney who is highly regarded by the local wills and estates bar. Attorney Rankin, the Debtors' witness, did not challenge the estate attorney's general competence although did state that it was his opinion that the Decedent's attorney made mistakes in this case. Based on information garnered from the depositions of all parties present at the will-signing,⁴ Attorney Mizell testified that the 2012 Will was properly executed and notarized by the Decedent. Furthermore, he opined it would be very hard to overcome the presumption under Florida law that the Decedent was lucid at the time the 2012 Will was signed despite the fact that he may have had a failing memory. That would be an especially difficult task due to the fact that the 2012 Will left the Decedent's entire estate to his wife of sixty years and did not make any material changes to the 1983 Will aside from bringing it current with changes in tax law. Finally, Attorney Mizell explained that even if the 2012 Will was invalidated, the 1983 Will would control and the estate would not go into intestacy.

On cross-examination, Attorney Rankin conceded the fragile foundation of Ms. Scott's position in the Probate Suit. During Attorney Rankin's testimony on behalf of the Debtors, he admitted there were a number of contingencies that must be met before Ms. Scott could recover more than Sister: first, the 2012 Will would have to be revoked, then the presence of factors of dependent relative revocation⁵ would have to be met, and then the court would have to find that Sister was a not a "child" of Decedent under the 1983 Will. Satisfaction of these contingencies is tenuous. Moreover, Attorney Mizel, the Defendants' attorney, confirmed that prior to the execution of the Settlement Agreements, Ms. Scott's consistent position in the Probate Suit had been that Sister was a "child" under the 1983 Will.

According to Attorney Mizell, the Probate Suit is in reality a fight between Ms. Scott and her Mother. Under the 2012 Will, Mother would control distribution to as many as eight beneficiaries. If Ms. Scott can defeat the 2012 Will, she can limit the named beneficiaries to as few as two and possibly obtain more rapid access to the estate or trust's funds. Attorney Mizell stated that discovery had revealed a number of vitriolic e-mails from Ms. Scott to Mother. This is consistent with Ms. Scott's conduct in the Probate Suit. During course of that action, Ms. Scott filed over 60 complaints against various parties involved in the execution of the 2012 Will. She filed complaints with the Florida bar against the Decedent's attorney, filed complaints with the Florida governor's office against the notary who notarized the 2012 Will and filed claims against the notary's surety company. All of Ms. Scott's complaints were denied or rejected.

⁴ With the exception of Mother who was not deposed.

⁵ Generally speaking, "dependent relative revocation" means that if the current will is revoked, the previous will would be revived based on the theory that the previous will was only revoked because of the execution of the current will.

As to key relevant issues here, both attorneys agreed that the matter is complex, emotionally-charged litigation where the eventual outcome cannot be known with certainty. However, after the Court's consideration of the evidence, the Court finds Attorney Mizell's assessment of the Probate Suit more thorough and persuasive than that of Attorney Rankin. Based on the evidence presented by the Trustee and the Debtors, the Court finds that there is a low probability of the Trustee succeeding on the merits of the Probate Suit.

II. CONCLUSIONS OF LAW

A. Rule 9019 Standard

Federal Rule of Bankruptcy Procedure 9019 requires that there be notice and a hearing prior to court approval of a settlement involving estate assets by the Trustee. It states in pertinent part: "On motion by the trustee and after notice and a hearing, the court may approve a compromise or settlement." Fed. R. Bankr. P. 9019(a). The 10th Circuit standard for approving a settlement is a four part test articulated by *In re Kopexa Realty Venture Co.*, 213 B.R. 1020, 1022 (10th Cir. BAP 1997). The Trustee has the burden of proving that the proposed settlement should be approved based the following factors:

1. the probable success of the underlying litigation on the merits;
2. the possible difficulty in collection of a judgment;
3. the complexity and expense of the litigation; and
4. the interests of creditors in deference to their reasonable views.

Id. Court approval of a settlement is reviewed for abuse of discretion. *Id.* The second and fourth *Kopexa* factors do not apply in the instant case because recovery from the Decedent's estate would not be difficult as the money is already held in a trust and no creditors have objected to the Settlement Agreement. That leaves the Court to consider the Trustee's chance of success on the merits and the complexity of the litigation.

The Trustee states in the Motion that the Court should approve the proposed settlement agreement because there is little probability of success on the merits based on the Trustee's investigation of the Probate Suit and the previous rejection of such claims in other fora. Furthermore, the Probate Suit would be complicated, expensive, and time consuming to pursue. Finally, the Settlement is the result of an arms-length negotiation between the Trustee and the Defendants which takes into account the disputed facts and legal issues in the Probate Suit.

In their objection to the Motion, the Debtors argue that the Motion should be denied because the settlement amount is "preposterous," the Probate Suit is actually worth \$3.1 million, and it will likely succeed on its merits because it involves a death-bed will.

The Court will address the relevant approval factors and arguments:

1. Probability of Success on Merits

According to Attorney Mizel, the Trustee's witness, Ms. Scott's Probate Suit does not have a high probability of success on the merits because there is a strong presumption under Florida law honoring a decedent's final will. Even though the Decedent was ill with memory loss, Attorney Mizell asserts it would be very difficult to prove that he was not having a lucid moment at the time he executed the 2012 Will. According to the deposition testimony, there are no facts to indicate that the Decedent did not know what he was doing or was confused when he signed that final Will.

Furthermore, there is no evidence of undue influence since, as with the 1983 Will, the estate went to the Decedent's wife, Mother, for her care and support. Attorney Mizel testified that the 2012 Will was merely intended to address changes in the tax code since the execution of the 1983 Will.

The Trustee testified that he is reluctant to put Ms. Scott on the stand in support of his case if forced to try the Probate Suit. She has made a number of untrue statements or omitted key information during her chapter 7 case and he did not believe that she would be an effective witness. She was not present at the Hearing which only increases this concern.

Finally, of significant concern is the Debtors' valuation of the Probate Suit when they finally acknowledged it in their bankruptcy schedules. As noted above, they only disclosed the existence of the Probate Suit when forced to do so despite the fact that they filed it within weeks of affirming under oath that they would notify the Trustee of any such action. Yet when they did finally amend their schedules after moving to reopen their case, they valued the lawsuit as being worthless. Now, because they want to keep litigating in hopes of recovering money for themselves, they have valued the suit at \$3.1 million.

The Tenth Circuit has recently held that parties who value lawsuits significantly lower in their bankruptcy proceeding are judicially estopped from asserting a higher value in the non-bankruptcy action. In *Queen v. TA Operating, LLC*, 734 F.3d 1081 (2013), Mr. Queen had filed a personal injury suit against TA Operating, LLC ("TA") in Wyoming for injuries incurred on TA's property. After filing suit against TA, Mr. Queen and his wife jointly filed a chapter 7 bankruptcy petition in California. The Queens failed to disclose the suit against TA. When TA learned of the bankruptcy filing and notified the trustee, the Queens amended their schedules but valued the lawsuit at significantly less than the amount of damages actually sought. On summary judgment, the district court dismissed the case on the basis of judicial estoppel because Mr. Queen failed to disclose the lawsuit in his bankruptcy case. *Id.* at 1086. The Tenth Circuit upheld the district court ruling stating that "[t]he purpose of judicial estoppel 'is to protect the integrity of the judicial process by prohibiting parties from deliberately changing positions according to the exigencies of the moment...[and] prevent the improper use of judicial machinery.'" *Id.* at 1087 (citations omitted).

The facts at issue are quite similar to those in *Queens*. The Debtors' position in their bankruptcy is at odds with their position in the Probate Suit. If the Trustee does not accept the Settlement Agreement, he may be at significant risk that the Probate suit will be dismissed on

summary judgment based on *Queens*. This risk cannot be overlooked and seriously diminishes the value of the estate's position in the Probate Suit.

The Trustee believed that there was no appreciable difference between Ms. Scott's position in the Probate Suit and Sister's. Since Sister settled with the Defendants for \$100,000 through mediation, the Trustee, in his reasonable business judgment, determined that the estate's settlement for the same amount was fair and reasonable.

2. Complexity and Expense of Litigation

As Attorney Mizell explained, Florida law has certain presumptions that make challenging the 2012 Will very complicated and thus expensive to take to trial. While there was conflicting testimony regarding the chance of success on the merits, it was very clear on how complex the issues are and how uncertain the result could be. Moreover, the litigation forum is two thousand miles away.

Attorney Mizel estimated that a trial would take one to two weeks and would cost over \$100,000 to try. The Trustee does not have any money to pay an attorney to pursue the Probate Suit on an hourly basis. Since Attorney Rankin did not notify the Trustee of the pending Florida action when he learned Ms. Scott had filed bankruptcy, the Trustee testified he would not hire him to represent the estate in the Probate Suit. The estate would need to hire new counsel to start over with the Probate Suit. Plus, the state court's trial docket is such that the Probate Suit may not go to trial until 18 months from now. During that time, the Trustee would have to keep the estate open, delaying any possible distribution to creditors.

In the Court's view, the Trustee made a reasonable business judgment to enter the Settlement Agreement. He was faced with protracted litigation half-way across the country without any funds to proceed. More importantly, his chances of winning at trial appear quite uncertain.

Based on the evidence presented at the Hearing, the Court finds that the *Kopexa* factors favor approval of the Settlement Agreement. It provides \$100,000 to an otherwise asset-less estate without the necessity of incurring significant time, effort and expense, to pursue an unknown result in the Probate Suit.

This Court is loath to overrule the Trustee's business judgment in entering into the Settlement Agreement especially when the Trustee established that his judgment was reasonable based on the strength of Ms. Scott's position in the Probate Suit. The Trustee has fulfilled his statutory and fiduciary duty to the estate by maximizing the value of this asset and the Court will not disturb that result.

B. Estoppel and Unclean Hands

The Trustee argues that the Court should not allow the Debtors to object to his settlement of the Florida Probate Suit based on the doctrine of judicial estoppel. Certainly, the Debtors have sought to take advantage of wildly divergent estimates of the value of the Probate Suit. First, they failed to disclose the Probate Suit altogether. Then, they sought to convince the Trustee that the Probate Suit had no value. Finally, they now seek to block the Trustee from exercising his business judgment to settle the Probate Suit by claiming it is worth \$3.1 million – far more than the Trustee has obtained in the settlement negotiations.

The Debtors' inconsistent positions give this case features in common with the judicial estoppel cases but the Court thinks the equitable doctrine of unclean hands hits closer to the mark. In a case where the plaintiff in a suit to enforce a patent relied on a patent obtained by the perjury of the supposed inventor, the Supreme Court said:

The guiding doctrine in this case is the equitable maxim that “he who comes into equity must come with clean hands.” This maxim is far more than a mere banality. It is a self-imposed ordinance that closes the doors of a court of equity to one tainted with inequity or bad faith relative to the matter in which he seeks relief, however improper may have been the behavior of the defendant. That doctrine is rooted in the historical concept of court of equity as a vehicle for affirmatively enforcing the requirements of conscience and good faith. This presupposes a refusal on its part to be “the abetter of iniquity.” Thus while “equity does not demand that its suitors shall have led blameless lives” as to other matters, it does require that they shall have acted fairly and without fraud or deceit as to the controversy in issue.

Precision Instrument Mfg. Co. v. Automotive Maintenance Machinery Co., 324 U.S. 806, 814-15 (1945) (citations omitted). In that case, the Supreme Court affirmed the district court's refusal to enforce a patent tainted with fraud and perjury.

The Debtors have not merely taken inconsistent positions. They did not disclose the Probate Suit or the potential cause of action in their bankruptcy schedules or prior to the closing of their bankruptcy case. By that non-disclosure, the Debtors sought to perpetrate a fraud on the Court and on their creditors. Had they been successful, they would have deprived their creditors of any asset distribution in this case.

The Debtors' bad-faith conduct is directly related to the present issue before the Court where they now claim the asset they sought to hide from the Trustee and the creditors is so valuable that the Court should not allow the Trustee to enter into the proposed settlement. It would be strange indeed if the Court were to sanction the Debtors' behavior by blocking the Trustee from exercising his business judgment on behalf of the creditors he serves.

The essence of the Debtors' position is that the Trustee's settlement deprives them of the chance of winning a large enough judgment in the Probate Suit so that they will recover the

surplus after satisfaction of creditor claims. This merely represents a continuation of their bad-faith conduct. They want the Court to force the Trustee to roll the dice on a questionable legal position so they might have a chance of reaping a windfall. If such a forced gamble on the Probate Suit fails, the Debtors lose nothing but the creditors lose all.

Regardless of the precise name of the equitable doctrine the Court invokes, in equity and good conscience, the Court cannot permit the Debtors' constant and continuing bad faith with respect to this matter to derail the Trustee's efforts on behalf of their creditors. By their bad faith conduct, the Debtors have forfeited the right to have their voices heard.

For the foregoing reasons, the Court finds that the Debtors may not claim that the Probate Suit has any value higher than that of the Settlement Agreement.

Based on the foregoing, the Court hereby orders as follows:

- 1) The Motion is GRANTED.
- 2) The Trustee is authorized to enter the Settlement Agreement on behalf of the estate.

Dated this 24th day of July, 2014.

BY THE COURT:



Howard R. Tallman, Judge
United States Bankruptcy Court

Jefferson County District Court
100 Jefferson County Pkwy
Golden, CO 80401

DATE FILED: September 4, 2018
2018 SEP -4 AM 7:25
CASE NUMBER: 2018CV30922

ATLAS LAW FIRM P.C.
Plaintiff

FILED 2018CV 30922
COMBINED COURT
JEFFERSON COUNTY, CO

v
GALELL AMERSON et al
defendants

August 1, 2018

MOTION To File Without Payment of Filing Fees

Frances M. Scott, a living person, Authorized Representative of and signatory for named defendant FRANCES M. Scott, and all versions thereof respectfully MOVES this Court for and order to waive the following fees:

- Response for FRANCES M. SCOTT & GALELL AMERSON and as grounds state that I/we are incarcerated by Plaintiffs and being held under the extraordinarily high bail of \$20,000, all cash each, which has cost us our income and we now face eviction, therefore we have no funds

Applicant Information

Scott, Frances M, a living person - SCOTT, FRANCES M. Trust/Estate
Denver County Jail → Rented 7651 W. Trail North Dr
P.O. Box 1108 Home Littleton, CO 80125
Denver, CO 80201 303-791-5018

EXHIBIT
8

Not Gainfully Employed since 5-5-2005

Spouse

Amerson, Galen L., a living person - AMERSON, GALEN L. trust/estate

Denver Detention Center → Rented 9657 W. Trail North Dr
Home Littleton, CO 80125

P.O. Box 1108

Denver, CO 80201

303-791-5018

SSN [redacted] - 9556 DL - unknown ^{from} memory [redacted] 1952

Employer - Previous - fired due to incarceration

Miller Coors Brewing
Golden, CO 80401

employed 9/2000 to 7-17-2018

previously 46 hr/wk, pd bi-weekly ≈ 90,000/yr

Marital Status - Married

Household Members 2

Frances M. Scott, a living person 63 wife

Galen L. Amerson, a living person 66 husband

Monthly Income 0 0

unemployment 0

Social Security 0

Cash on hand 25

Savings 25 Credit Union membership fee

Checking 0

Investments 0

Investments	0		
Vehicles owned	20% 6,600	2013 MB - 5,000	20% 20%
		1995 MB	total 20%
16.6% land ownership	15,000	raw landlocked land in dispute	
	21,600		

Monthly Expenses - Before job loss

Rent	2,800
Cell phones and internet	260
Groceries	600
Utilities	800
Clothing	200
Maintenance/Support	0
Storage since 2013 eviction	775
Pets	400
Auto Insurance	150
Life Insurance & renters insurance	150
Gasoline	300
IRS	1,200
	<u>\$7,535</u>

Credit Cards None

Bank - Belleo Credit Union - Parker, CO

Coors Credit Union - Golden, CO

All the foregoing information is for Frances M. Scott and Galen L. Amerson, living persons

I swear under penalty of perjury that all information provided is true and accurate and complete to the best of my knowledge and memory at this time. If possible, due to my incarceration and imminent eviction, I will

provide 3 months bank statements and employment-
or lack thereof paperwork. I authorize the court
to verify information.

Respectfully submitted this 1st day of August
in the year of our LORD 2013.

without prejudice,
by ~~Frances M. Scott~~, Frances M. Scott, a living person,
all rights reserved, Authorized Representative of
and signatory for FRANCES
M. SCOTT and versions thereof.

**LETTER TO CLERK OF LOWER COURT
FILING NOTICE OF APPEAL**

November 20, 2020

The Honorable R. Scott Sprouse
Clerk of Court for Oconee County
205 W Main ST
Post Office Box 100302
Walhalla, South Carolina 29691

RE: DEBTBUSTERS, P.C. AND ATLAS LAW FIRM, P.C., Respondents, v.
Frances M. Scott and Galen Amerson, Appellants, Case No. 2019-CP-37-
00163

Dear Beverly Whitfield:

Enclosed for filing is a notice of appeal in the above case.

Sincerely,

s/ Frances M. Scott
Frances M. Scott
404 E. Carlson Street
Cheyenne, WY 82009
(303) 886-5799
Pro Se

s/ Galen Amerson
Galen Amerson
404 E. Carlson Street
Cheyenne, WY 82009
Pro Se

Other Counsel of Record:
Ben Grimsley
D'Alberto Graham & Grimsley, LLC
508 Meeting Street
West Columbia, SC 29169
803-233-1177
Attorney for Respondent

*This was mailed 11-20-20
and returned 3x by USPS
- Finally remailed by hand
delivery for postage cancel
fs*

EXHIBIT

9

**PROOF OF SERVICE OF
LETTER TO CLERK OF LOWER COURT FILING
NOTICE OF APPEAL**

THE STATE OF SOUTH CAROLINA
In The Court of Appeals
[In The Supreme Court]

APPEAL FROM OCONEE COUNTY
Court of Common Pleas

R. Scott Sprouse, Circuit Court Judge

Case No. 2019-CP-37-00163

DEBTBUSTERS, P.C. AND
ATLAS LAW FIRM, P.C.,

Respondent,

v.

Frances M. Scott and Galen
Amerson,

Appellant.

PROOF OF SERVICE

We certify that I have served the Notice of Appeal on DEBTBUSTERS, P.C. AND ATLAS LAW FIRM, P.C., by depositing a copy of it in the United States Mail, postage prepaid, on November 20, 2020, addressed to his attorney of record, Ben Grimsley , 508 Meeting Street, West Columbia, SC 29169.

November 20, 2020

s/ Frances M. Scott
Frances M. Scott
404 E. Carlson Street
Cheyenne, WY 82009
(303) 886-5799
Pro Se

s/ Galen Amerson
Galen Amerson
404 E. Carlson Street
Cheyenne, WY 82009
Pro Se

NOTICE OF APPEAL IN A CIVIL CASE

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM OCONEE COUNTY
Court of Common Pleas

R. Scott Sprouse, Circuit Court Judge

Case No. 2019-CP-37-00163

DEBTBUSTERS, P.C. AND
ATLAS LAW FIRM, P.C.,

Respondents,

v.

Frances M. Scott and Galen
Amerson,

Appellants.

NOTICE OF APPEAL

Frances Scott appeals the order of judgment of the Honorable R. Scott Sprouse dated October 27, 2020. Appellant received written notice of entry of this order of judgment on October 27, 2020.

November 20, 2020

s/ Frances M. Scott
Frances M. Scott
404 E. Carlson Street
Cheyenne, WY 82009
(303) 886-5799
Pro Se

s/ Galen Amerson
Galen Amerson
404 E. Carlson Street
Cheyenne, WY 82009
Pro Se

Other Counsel of Record:
Ben Grimsley
D'Alberto Graham & Grimsley, LLC
508 Meeting Street
West Columbia, SC 29169
803-233-1177
Attorney for Respondents

**PROOF OF SERVICE OF
LETTER TO CLERK OF LOWER COURT FILING
NOTICE OF APPEAL**

THE STATE OF SOUTH CAROLINA
In The Court of Appeals
[In The Supreme Court]

APPEAL FROM OCONEE COUNTY
Court of Common Pleas

R. Scott Sprouse, Circuit Court Judge

Case No. 2019-CP-37-00164

DEBTBUSTERS, P.C. AND
ATLAS LAW FIRM, P.C.,

Respondent,

v.

Frances M. Scott and Galen
Amerson,

Appellant.

PROOF OF SERVICE

We certify that I have served the Notice of Appeal on DEBTBUSTERS, P.C. AND ATLAS LAW FIRM, P.C., by depositing a copy of it in the United States Mail, postage prepaid, on November 20, 2020, addressed to his attorney of record, Ben Grimsley , 508 Meeting Street, West Columbia, SC 29169.

November 20, 2020

s/ Frances M. Scott
Frances M. Scott
404 E. Carlson Street
Cheyenne, WY 82009
(303) 886-5799
Pro Se

s/ Galen Amerson
Galen Amerson
404 E. Carlson Street
Cheyenne, WY 82009
Pro Se

**LETTER TO CLERK OF LOWER COURT
FILING NOTICE OF APPEAL**

November 20, 2020

The Honorable R. Scott Sprouse
Clerk of Court for Oconee County
205 W Main ST
Post Office Box 100302
Walhalla, South Carolina 29691

RE: DEBTBUSTERS, P.C. AND ATLAS LAW FIRM, P.C., Respondents, v.
Frances M. Scott and Galen Amerson, Appellants, Case No. 2019-CP-37-
00164

Dear Beverly Whitfield:

Enclosed for filing is a notice of appeal in the above case.

Sincerely,

s/ Frances M. Scott
Frances M. Scott
404 E. Carlson Street
Cheyenne, WY 82009
(303) 886-5799
Pro Se

s/ Galen Amerson
Galen Amerson
404 E. Carlson Street
Cheyenne, WY 82009
Pro Se

Other Counsel of Record:
Ben Grimsley
D'Alberto Graham & Grimsley, LLC
508 Meeting Street
West Columbia, SC 29169
803-233-1177
Attorney for Respondents

NOTICE OF APPEAL IN A CIVIL CASE

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM OCONEEE COUNTY
Court of Common Pleas

R. Scott Sprouse, Circuit Court Judge

Case No. 2019-CP-37-00164

DEBTBUSTERS, P.C. AND
ATLAS LAW FIRM, P.C.,

Respondents,

v.

Frances M. Scott and Galen
Amerson,

Appellants.

NOTICE OF APPEAL

Frances Scott appeals the order of judgment of the Honorable R. Scott Sprouse dated October 27, 2020. Appellant received written notice of entry of this order of judgment on October 27, 2020.

November 20, 2020

s/ Frances M. Scott
Frances M. Scott
404 E. Carlson Street
Cheyenne, WY 82009
(303) 886-5799
Pro Se

s/ Galen Amerson
Galen Amerson
404 E. Carlson Street
Cheyenne, WY 82009
Pro Se

Other Counsel of Record:
Ben Grimsley
D'Alberto Graham & Grimsley, LLC
508 Meeting Street
West Columbia, SC 29169
803-233-1177
Attorney for Respondents

PROOF OF SERVICE OF MOTION FOR LEAVE TO PROCEED IN FORMA
PAUPERIS

THE STATE OF SOUTH CAROLINA
In The Court of Appeals
[In The Supreme Court]

APPEAL FROM OCONEE COUNTY
Court of Common Pleas

R. Scott Sprouse, Circuit Court Judge

Case No. 2019-CP-37-00164

DEBTBUSTERS, P.C. AND
ATLAS LAW FIRM, P.C.,

Respondent.

v.

Frances M. Scott and Galen
Amerson.

Appellant.

PROOF OF SERVICE

We certify that I have served the Notice of Appeal on DEBTBUSTERS, P.C. AND ATLAS
LAW FIRM, P.C., by depositing a copy of it in the United States Mail, postage prepaid, on
November 20, 2020, addressed to his attorney of record, Ben Grimsley, 508 Meeting Street,
West Columbia, SC 29169.

November 20, 2020

s/ Frances M. Scott
Frances M. Scott
404 E. Carlson Street
Cheyenne, WY 82009
(303) 886-5799
Pro Se

s/ Galen Amerson
Galen Amerson
404 E. Carlson Street
Cheyenne, WY 82009
Pro Se

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM OCONEEE COUNTY
Court of Common Pleas

R. Scott Sprouse, Circuit Court Judge

Case No. 2019-CP-37-00163

DEBTBUSTERS, P.C. AND
ATLAS LAW FIRM, P.C.,

Respondents,

v.

Frances M. Scott and Galen
Amerson,

Appellants.

MOTION FOR LEAVE TO PROCEED IN FORMA PAUPERIS

We, Frances Scott and Galen Amerson, being duly sworn, state that we are the Appellants, and that we individually and jointly do not have the funds available to pay the costs of filing and service in this case. We request, individually and jointly that this appeal be filed and any service made without cost to us.

We declare, under penalty of perjury pursuant to the laws of the United States of America, that the foregoing is true and correct to the best of our individual knowledge and belief.

By: *Galen Amerson*
Galen Amerson,
Signed reserving all my rights

By: *Frances M. Scott*
Frances M. Scott,
Signed reserving all my rights

SWORN TO AND SUBSCRIBED BEFORE ME, Natasha Coryell, by Galen Amerson and Frances M. Scott on the 20th day of November, 2020, which witnesses my hand and seal of office.



Natasha Coryell
Notary Public in and for the
STATE OF WYOMING

November 20, 2020

s/ Frances M. Scott
Frances M. Scott
404 E. Carlson Street
Cheyenne, WY 82009
(303) 886-5799
Pro Se

s/ Galen Amerson
Galen Amerson
404 E. Carlson Street
Cheyenne, WY 82009
Pro Se

Other Counsel of Record:
Ben Grimsley
D'Alberto Graham & Grimsley, LLC
508 Meeting Street
West Columbia, SC 29169
803-233-1177
Attorney for Respondents

**PROOF OF SERVICE OF
MOTION FOR LEAVE TO PROCEED IN FORMS PAUPERIS**

THE STATE OF SOUTH CAROLINA
In The Court of Appeals
[In The Supreme Court]

APPEAL FROM OCONEE COUNTY
Court of Common Pleas

R. Scott Sprouse, Circuit Court Judge

Case No. 2019-CP-37-00163

DEBTBUSTERS, P.C. AND
ATLAS LAW FIRM, P.C.,

Respondent,

v.

Frances M. Scott and Galen
Amerson,

Appellant.

PROOF OF SERVICE

We certify that I have served the Notice of Appeal on DEBTBUSTERS, P.C. AND ATLAS LAW FIRM, P.C., by depositing a copy of it in the United States Mail, postage prepaid, on November 20, 2020, addressed to his attorney of record, Ben Grimsley , 508 Meeting Street, West Columbia, SC 29169.

November 20, 2020

s/ Frances M. Scott
Frances M. Scott
404 E. Carlson Street
Cheyenne, WY 82009
(303) 886-5799
Pro Se

s/ Galen Amerson
Galen Amerson
404 E. Carlson Street
Cheyenne, WY 82009
Pro Se

CERTIFICATE OF SERVICE

I hereby certify that on this date, December 13, 2020, I served a copy of the RESPONDENT'S OBJECTION AND OPPOSITION TO APPELLANTS MOTION TO PROCEED IN FORMA PAUPERIS in this action, dated December 13, 2020, on Appellants Francis M. Scott and Mr. Galen Amerson by depositing it in the U.S. Mail, in an envelope with sufficient postage affixed, addressed as follows:

Ms. Frances M. Scott
Mr. Galen L. Amerson
404 E Carlson St
Cheyenne, Wyoming 82009



Edward Levy

RECEIVED

Dec 14 2020

SC Court of Appeals