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Clerk of the
Appellate Courts

IN THE COURT OF APPEALS OF TENNESSEE
AT NASHVILLE
March 25, 2026 Session

LARRY E. PARRISH, P.C. v. NANCY J. STRONG

Appeal from the Chancery Court for Lincoln County
No. 13039 J.B. Cox, Chancellor

No. M2025-00239-COA-R3-CV

This is one of many appeals in the protracted litigation between the parties. Following a third jury trial, the jury found that Ms. Nancy J. Strong proved by a preponderance of the evidence all the facts necessary to pierce the veil of the corporate entity Larry E. Parrish, P.C. and to hold Larry E. Parrish personally liable for the actions of the P.C. The jury awarded Ms. Strong her attorney fees and costs of the cause. The trial court ordered that Mr. Parrish is personally liable for all the damages, attorney fees, costs, and interest whether statutory, contractual, or previously ordered by any court and thereby assessed and awarded against the P.C. Ms. Strong appeals certain of the trial court's later rulings, including denial of her motion for Rule 11 sanctions and the scope of an injunction against further filings. We affirm the trial court.

Tenn. R. App. P. 3 Appeal as of Right; Judgment of the Chancery Court
Affirmed; Case Remanded

JOHN W. MCCLARTY, P.J., E.S., delivered the opinion of the court, in which JEFFREY USMAN and VALERIE L. SMITH, JJ., joined.

Timothy T. Ishii, Nashville, Tennessee, for the appellant, Nancy J. Strong.

Larry E. Parrish, Memphis, Tennessee, for the appellee, Larry E. Parrish, P.C.

Larry E. Parrish, Memphis, Tennessee, pro se appellee.

OPINION

I. BACKGROUND

This case will soon reach the age of majority. It has spawned many appeals in the

Tennessee appellate courts as well as ancillary litigation in the federal district, bankruptcy, and appellate courts, including the Supreme Court of the United States.¹ The appellee, attorney Larry E. Parrish, has blurred the line between advocacy and strategic delay in his effort to have this case “expunged from official records of the State of Tennessee as ever having been a lawsuit.”

In the early 2000s, former business partners Paul Braden and appellant, Nancy J. Strong, litigated issues stemming from the dissolution of their partnerships in the Chancery Court for Lincoln County (“trial court”). *See Strong v. Baker*, No. M2007-00339-COA-R3-CV, 2008 WL 859086, at *1 (Tenn. Ct. App. Mar. 31, 2008). On December 30, 2004, Ms. Strong entered into a retainer agreement with attorney Larry E. Parrish of the law firm Larry E. Parrish, P.C. (“LEP”), which was a Tennessee professional corporation, to pursue a legal malpractice action against her original attorney in the partnership dissolution case. *Larry E. Parrish, P.C. v. Dodson*, No. M2011-00349-COA-R3-CV, 2011 WL 4529607, at *1 (Tenn. Ct. App. Sept. 29, 2011). The legal malpractice action against Ms. Strong’s original attorney in the partnership case and against his firm was filed in January 2005. *Larry E. Parrish, P.C. v. Strong*, No. M2017-02451-COA-R3-CV, 2018 WL 6843402, at *1 (Tenn. Ct. App. Dec. 28, 2018), *perm. app. denied* (Tenn. July 25, 2019). Mr. Parrish failed to comply with deadlines in the scheduling order for Ms. Strong’s legal malpractice action, most significantly the deadline to disclose expert witnesses. *Larry E. Parrish, P.C. v. Dodson*, 2011 WL 4529607, at *2. By September 2005, Ms. Strong had already paid over \$38,000 in attorney fees to Mr. Parrish. *Id.* In 2006, the malpractice case proceeded to a hearing on cross motions for summary judgment. *Id.* By then, Mr. Parrish still had not filed an expert affidavit on behalf of Ms. Strong that addressed the standard of professional practice for attorneys. *Id.* As a result of Mr. Parrish’s serious error, Ms. Strong lost the malpractice lawsuit on summary judgment and it was dismissed. *Id.* This Court affirmed the judgment, holding that “summary judgment was properly granted because of [Ms. Strong’s] failure to submit expert proof on the issues of the standard of care and breach of the standard of care.” *Strong v. Baker*, 2008 WL 859086, at *8.

On the day Ms. Strong’s malpractice lawsuit was dismissed, Mr. Parrish presented Ms. Strong with a document entitled Assignment Of Chose-In-Action. *Larry E. Parrish, P.C. v. Dodson*, 2011 WL 4529607, at *2. Five days later, on August 28, 2006, Ms. Strong signed the chose-in-action without consulting an attorney and delivered it to Mr. Parrish. *Id.* Pursuant to said document, Ms. Strong agreed to assign the rights and entitlements from her suit in the partnership dissolution action to “secure payment and reimbursement of money advanced to defray costs and expenses” in accordance with the 2004 retainer agreement between her and Mr. Parrish. *Id.* The chose-in-action stated that “the maximum principle indebtedness ever to be secured by this assignment is fifty thousand dollars

¹ *Parrish v. Strong*, 145 S.Ct. 1428, 221 L. Ed. 2d 553 (2025) (denying petition for writ of certiorari).

(\$50,000).” It further provided that if a dispute arose, “the prevailing party in the lawsuit shall be entitled to an award of attorneys’ fees and costs incurred by the prevailing party, and the court is and shall be authorized to enter a judgment against the non-prevailing party in an amount equal to the attorneys’ fees and costs incurred by the prevailing party.”

On March 16, 2009, Mr. Parrish on behalf of LEP filed the instant lawsuit against Ms. Strong and others not relevant here, styled in part: “Sworn In Rem Complaint to Trace and Recover Res and for Other Equitable Relief.” Ms. Strong was identified in the complaint as one of the “Non-Party Respondents,” even though LEP sought affirmative relief from her. LEP claimed entitlement “to immediate and exclusive actual possession, dominion and control of the Res,” and the Res was defined to be \$116,316.35 in principal, accrued interest, and accruing interest transferred to LEP pursuant to the “Assignment of Chose-In-Action” executed on August 28, 2006. *Larry E. Parrish, P.C. v. Strong*, 2018 WL 6843402, at *2. As part of the relief sought, LEP requested that the court “declare, mandate and adjudge” its rights in the Res and require Ms. Strong, to turn the Res over to LEP or deliver it to the registry of the court. *Id.*

Although no summons was issued or served on her, Ms. Strong filed an answer to the in rem complaint and a counter-complaint against LEP. *Larry E. Parrish, P.C. v. Dodson*, 2011 WL 4529607, at *3. Ms. Strong’s answer and counter-complaint were filed in the trial court on March 30, 2009. She amended her counter-complaint on April 6, 2009. We later rejected LEP’s argument that Ms. Strong was not a party to this lawsuit, finding that “she is a necessary party due in principal part to the fact [LEP] sought to obtain judicial relief against her in its complaint.”² *Id.* at *9. In her answer, Ms. Strong denied LEP’s entitlement to the res, asserting that Mr. Parrish violated numerous professional conduct rules in the procurement of the chose-in-action. In her counter-complaint, Ms. Strong asserted counterclaims for legal malpractice, breach of contract, and violations of the Tennessee Consumer Protection Act. She requested compensatory and punitive damages.

² We reasoned:

The trial court in this action would have had no power and no jurisdiction to grant [LEP] the relief it sought in paragraphs 8, 9, 10, 11, and 12 of its Complaint unless Ms. Strong was a party to the action. [LEP], however, failed to prepare a summons for Ms. Strong, thereby thwarting the issuance or service of summons on her. As a consequence, she would not have been subject to personal jurisdiction without such service of process; however, Ms. Strong waived service of process by filing an Answer and Counterclaim. *See Landers v. Jones*, 872 S.W.2d 674, 675 (Tenn. 1994) (holding that a court’s lack of personal jurisdiction may be waived and “one method of waiver is by making a voluntary ‘general appearance’ before the court in order to defend the suit on the merits, . . .”); *see also Dixie Savings Stores, Inc. v. Turner*, 767 S.W.2d 408, 410 (Tenn. Ct. App. 1988). Accordingly, Ms. Strong acquiesced to the jurisdiction of the court.

Larry E. Parrish, P.C. v. Dodson, 2011 WL 4529607, at *10.

“On August 13, 2009, Ms. Strong took a voluntary nonsuit of her counterclaims for legal malpractice and violations of the TCPA; an order of nonsuit was entered by the trial court on August 18, 2009. Ms. Strong’s claim for breach of contract remained.” *Id.* at *4. The August 18, 2009 order is not contained in the appellate record of the instant appeal. In a previous opinion, we noted that said order:

states that Ms. Strong made application under Tenn. R. Civ. P. 41 for a voluntary dismissal without prejudice on her counterclaim “as it addresses legal malpractice and the application of the Tennessee Consumer Protection Act.” The trial court ordered “that a voluntary dismissal is hereby entered on the claim for legal malpractice against the plaintiff, Larry Parrish, P.C. and the application of the Tennessee Consumer Protection Act.”

Larry E. Parrish, P.C. v. Strong, 2018 WL 6843402, at *5. “On August 21, 2009, [LEP] filed a partial nonsuit of its claim. A second notice of voluntary nonsuit without prejudice was filed on August 24, 2009.” *Larry E. Parrish, P.C. v. Dodson*, 2011 WL 4529607, at *4. LEP and Mr. Parrish state that “in substance, this was an amendment under Rule 15 rather than a dismissal of a whole cause of action.” Regardless, LEP did not dismiss any claim or party by voluntary nonsuit because no order was entered by the trial court as required by Tennessee Rule of Civil Procedure 41.01(3). *Id.* at n.5.

On August 13, 2010, Ms. Strong filed a “Complaint for Legal Malpractice” in the Circuit Court of Lincoln County against LEP and Larry Parrish, individually. *Larry E. Parrish, P.C. v. Strong*, 2018 WL 6843402, at *5. Three months passed, and Ms. Strong dismissed her complaint in circuit court on November 29, 2010, meaning the circuit court action never proceeded to trial. *Id.* at *5–6. This Court concluded that Ms. Strong’s circuit court action “never had any preclusive effect upon the action in the trial court,” that is, the instant case, Lincoln County Chancery Court case 13039. *Id.* at *6.

This case was bifurcated and, five years after it began, was tried before a jury. This Court summarized those proceedings as follows:

On September 2, 2014, the jury returned a verdict on the first phase of the trial. The verdict form reflects the jury’s finding that, although the parties’ agreement was valid, Mr. Parrish’s firm had breached the contract. The jury awarded Ms. Strong compensatory damages to reimburse her for attorney’s fees and costs of the action. The court reduced the jury’s compensatory damages verdict to judgment of \$194,978.70 on November 4, 2014. In addition to compensatory damages, the jury also found that Ms. Strong was entitled to punitive damages, the amount of which would be determined in the second phase of the bifurcated trial.

Larry E. Parrish, P.C. v. Strong, No. M2015-02495-COA-R9-CV, 2016 WL 5888935, at *1 (Tenn. Ct. App. Oct. 7, 2016). The questions on the September 2, 2014 verdict form to which the jury answered “yes” included: “Is the “Assignment of Chose in Action” a valid and enforceable contract?” and “Did Larry E. Parrish, P.C. materially breach the contract?”³

Before the second phase of the trial was set, Ms. Strong filed various motions for substitution of parties or to pierce the corporate veil, so as to have Mr. Parrish held personally liable for the damages assessed against his law firm, LEP. *Id.* These motions were denied. *Id.*

In August 2017, a second jury awarded Ms. Strong two million dollars in punitive damages against LEP, finding that LEP had intentionally falsified, destroyed, or concealed records containing material evidence with the purpose of wrongfully evading liability in this case. *Larry E. Parrish, P.C. v. Strong*, 2018 WL 6843402, at *3. The trial court affirmed the award as reasonably supported by the proof. *Id.*

By order entered November 14, 2017, the trial court granted Ms. Strong’s motion for attorney fees as “a judgment against the non-prevailing party (Larry E. Parrish, P.C.) in an amount equal to the attorneys’ fees incurred by the prevailing party (Nancy J. Strong).” The trial court denied Ms. Strong’s motion for additional costs. The court observed that LEP had given notice that it would not appear and participate in the second jury phase of this case. The trial court’s November 14, 2017 order also denied LEP’s motion for judgment notwithstanding verdict; overruled LEP’s objection to entry of the order containing the jury verdict entered August 23, 2017; overruled LEP’s objection to the second jury hearing the punitive damages phase of the case; awarded Ms. Strong a \$98,900 judgment for attorney fees incurred in this matter between September 2, 2014, and August 23, 2017; ordered that the aforementioned attorney fee award was in addition to the \$194,978.70 in compensatory damages previously awarded on September 2, 2014, and was in addition to the \$2,000,000 judgment for punitive damages awarded by the jury to Ms. Strong in this cause on August 23, 2017; and found that the sum of the awards to Ms. Strong was \$2,293,878.70 on which interest shall continue to accrue “according to applicable contract or statute.” This Court previously determined that “in accordance with the trial court’s order, the judgment against LEP is subject to post-judgment interest.” *Id.* at *10.

Much aggrieved, LEP, through Mr. Parrish, relentlessly filed motions to which Ms. Strong responded. Some of these motions reasserted arguments that had been decided to finality. LEP, through Mr. Parrish, then sought recusal of the forbearing trial court judge,

³ During the trial, the parties agreed that the amount of compensatory damages would be the amount of attorney fees and costs related to the breach of the contract and that the court would review the fees for reasonableness.

Chancellor J.B. Cox. We dismissed LEP's petitions for recusal appeal because they were untimely. *Larry E. Parrish, P.C. v. Strong*, No. M2024-01141-COA-T10B-CV, 2024 WL 3886224, at *3 (Tenn. Ct. App. Aug. 21, 2024), *perm. app. denied* (Tenn. Sept. 30, 2024); *Larry E. Parrish, P.C. v. Strong*, No. M2024-01140-COA-T10B-CV, 2024 WL 3885505, at *3 (Tenn. Ct. App. Aug. 21, 2024). Taking issue with our 2018 opinion in this case, LEP sued three of this Court's judges in the United States District Court for the Middle District of Tennessee. *Larry E. Parrish, P.C. v. Bennett*, No. 3:20-CV-00275, 2020 WL 3895187 (M.D. Tenn. July 10, 2020). The action was dismissed, *id.* at *5, and the District Court's judgment was affirmed on appeal. *Larry E. Parrish, P.C. v. Bennett*, 989 F.3d 452, 457 (6th Cir. 2021). In 2020, LEP filed a frivolous appeal about disbursement of the funds from Ms. Strong's partnership dissolution case. *Larry E. Parrish, P.C. v. Strong*, No. M2020-01145-COA-R3-CV, 2021 WL 4471113 (Tenn. Ct. App. Sept. 30, 2021), *perm. app. denied*. (Tenn. Aug. 8, 2023). LEP commenced a separate mandamus action against the trial judge and the Lincoln County Chancery Court Clerk & Master. It was dismissed in the trial court. On LEP's appeal, this Court affirmed the trial court's dismissal of the mandamus action and awarded the appellees damages for LEP's frivolous appeal. *State ex rel. Larry E. Parrish, P.C. v. Cox*, No. M2021-00029-COA-R3-CV, 2021 WL 4449076, at *3 (Tenn. Ct. App. Sept. 29, 2021), *perm. app. denied* (Tenn. Jan. 13, 2022). In 2024, LEP filed a circuit court "complaint for torts" against Chancellor Cox. And so forth.

Eventually, this case proceeded to a third jury trial held on May 24 and May 25, 2023. The third jury trial was to determine the issue of piercing LEP's corporate veil such that Larry E. Parrish should be held personally liable for the judgments entered against LEP and in favor of Nancy J. Strong. Mr. Parrish testified in the 2023 trial. LEP was represented by attorney Ryker Eley. LEP did not move for a directed verdict at the close of Ms. Strong's proof, at the close of its own proof, or before the jury was dismissed. The jury's unanimous verdict was memorialized in an order entered June 2, 2023. The jury found that Ms. Strong proved by a preponderance of the evidence all the facts necessary to pierce the veil of the corporate entity Larry E. Parrish, P.C. and to hold Larry E. Parrish personally liable for the actions of the corporation. The jury awarded Ms. Strong her attorney fees and costs of the cause. The trial court ordered "that Mr. Parrish is hereby personally liable for all the damages, attorneys' fees, costs, and interest whether statutory, contractual, or previously ordered by any court and thereby assessed and awarded against the P.C."

On June 1, 2023, LEP moved for "Directed Verdict/Judgment Notwithstanding Verdict" under Tennessee Rule of Civil Procedure 50.01. On June 2, 2023, LEP moved for "Thirteenth Juror Set-Aside of Jury Verdict." Ms. Strong maintains that neither of the aforementioned motions were served on her counsel, so she did not respond to them until after she learned of them during a hearing in early 2024. The trial court heard the parties' arguments on both motions much later on January 21, 2025, finding that they had been properly served on Ms. Strong.

On December 19, 2023, Ms. Strong moved the trial court to “update the final judgment order to accurately reflect the current amount due on the judgment against Larry E. Parrish, P.C. and Larry E. Parrish, individually.” Specifically, she requested “an updated order . . . updating the stated amount due on the judgment to \$3,167,835.85 to accurately state the increased amount currently due on this judgment because of the passage of time without payment.” Ms. Strong further requested that any updated order incorporate by reference the November 14, 2017 judgment and the order on the May 24 and 25, 2023 jury trial “to accurately state the liable party on the judgment.” The trial court heard this motion on January 9, 2024. Ms. Strong’s counsel explained, “it’s very difficult to attempt to execute on anything when we have to have three or four different judgments put in there because the various institutions say, well, what exactly is owed. So, we’re just asking the Court to update that and correctly identify the parties.” By order entered March 27, 2024, the trial court denied Ms. Strong’s motion to update the judgment, finding that “[u]pdating the amount due on the judgment is not a function of this Court.” The trial court’s order, which Ms. Strong’s counsel prepared, did not address updating the names on the judgment or in the style of the case to Larry E. Parrish, individually. From the record, it does not appear that this issue was raised again before entry of the 2025 order now appealed from.

On June 13, 2023, LEP, through Mr. Parrish, initiated a new lawsuit in the same trial court: a “Rule 60.02(3) Independent Action to Set Aside November 14, 2017 Judgment for Lack of Court’s Post-Nonsuit Subject Matter Jurisdiction.” That case was assigned trial court case number 15747 and styled “Larry E. Parrish, P.C., a Tennessee Professional Corporation, Claimant v. November 14, 2017 Judgment, *Res.*” The appellate record in the instant appeal, from trial court case number 13039, contains the trial court’s October 5, 2023, order on a motion to dismiss in case number 15747. The October 5, 2023 order provides:

This entire “Rule 60.02(3) Independent Action” is merely another attempt by Mr. Parrish to subvert final judgments which have been entered against the PC and against him personally. His whole premise in his argument for this “Action” surviving is that there has never been an Order directly addressing the issues raised in the “Action.”

This argument could not be further from the truth. Throughout the entire previous litigation, Mr. Parrish on behalf of the PC[,] both himself and other counsel who have been involved, have argued the very same legal concepts that are raised in this action. Claims by the PC, pursuant to Tennessee Rules of Civil Procedure Rule 60.02(3), that the judgment was void, were set forth in pleadings filed on July 29, 2020, and on March 14, 2022. These claims were rejected by this Court in an Order filed June 23, 2022, in Case No. 13039 . . . and by the Court of Appeals. *See Larry E. Parrish, P.C. v. Dodson*, No. M2011-00349-COA-R3-CV, 2011 WL 4529607 (Tenn. Ct. App. Sept. 29, 2011); *Larry E. Parrish, P.C. v. Strong*, No. M2017-02451-SC-R11-CV

(Tenn. July 25, 2019); *Larry E. Parrish P.C. v. Strong*, M2020-01145-COA-R3-CV, 2021 WL 4471113 (Tenn. Ct. App. Sept. 30, 2021); M2020-01145-SC-R11-CV (Feb. 10, 2022).

This is yet another, third, attempt at an end run on a valid judgment. This is a frivolous pleading. Pursuant to Rule 11, this Court hereby sanctions Mr. Parrish and the PC, for which attorney fees and costs of the cause are awarded to Ms. Strong. The Court will review the submission of the fees of counsel for Ms. Strong as to reasonableness.

The trial court deemed the Rule 60.02(3) Independent Action underlying case number 15747 frivolous and dismissed it. Further, the trial court ordered LEP and Mr. Parrish to be jointly and severally liable for the attorney fees and costs in that case. Finally, the trial court ordered “that Mr. Parrish and Larry E. Parrish, P.C. shall be enjoined from any further pleadings absent Court permission.”

Mr. Parrish, on behalf of LEP, continued filing documents in both cases, 13039 and 15747. These included motions to recuse the trial judge. Ms. Strong responded on April 25, 2024, in case 13039. She requested the trial court to find Mr. Parrish in contempt of the court’s October 5, 2023 order, to find Mr. Parrish individually liable for payment of her attorney fees and costs in answering LEP’s motions, and to order “the clerks of the Lincoln County Circuit Court and Chancery Court to refuse to file any further documents by Larry E. Parrish or his representatives or attorneys without the prior review and approval of this Court as previously ordered.” On June 25, 2024, the trial court held a joint hearing to address various matters in both cases, including motions to recuse. Following that hearing, the trial court entered an order in case number 13039 dated July 3, 2024, wherein it found that the motion to recuse “was filed without the permission of the Court after the Court had ordered that Larry E. Parrish P.C. and Larry Parrish were precluded from any further filings without obtaining the Court’s permission to file.”

On July 11, 2024, Ms. Strong moved the trial court to alter or amend its July 3, 2024 order and for additional findings, specifically on her previous request for sanctions in the form of attorney fees against Mr. Parrish for violating the October 5, 2023 order. Ms. Strong asked the trial court to revise its July 3 order to include specific language “ordering the Clerks of both the Lincoln County Circuit and Chancery Courts to refuse to file any other further pleadings, motions, or any other documents by Larry E. Parrish or his representatives or attorneys without the prior review and approval of this Court in accordance with this Court’s previous Order prohibiting said filings by Mr. Parrish or his P.C.”

There was another joint hearing in both cases on July 16, 2024. Counsel for the Tennessee Attorney General’s office attended because this was during the time that Mr. Parrish, through LEP, was asserting a constitutional challenge to Tennessee Supreme Court

Rule 10B. During the hearing, Mr. Parrish argued that the court's October 5, 2023 order only enjoined his filing of *pleadings*, not motions. The trial court took the matter under advisement.

After first complying with the 21-day safe harbor provision,⁴ on September 11, 2024, Ms. Strong moved for Tennessee Rule of Civil Procedure 11 sanctions against Mr. Parrish and LEP. In her motion, Ms. Strong argued that three recent filings ran afoul of Rule 11.02. These were LEP's (1) July 17 "motion to reconsider bench ruling at July 16, 2024 hearing;" (2) August 2 late response to Ms. Strong's Rule 59.04 motion which was argued during the July 16 hearing; and (3) August 5 "justiciability authorities supplement" to the August 2 response. Ms. Strong requested an order sanctioning LEP and Mr. Parrish, her attorney fees and costs from July 17, 2024, through the date of entry of the requested order, court reporter fees, a \$10,000 separate monetary sanction, and an order for LEP and Mr. Parrish to cease filing any type of legal documents without the trial court's prior review and approval. On November 15, 2024, Ms. Strong supplemented her Rule 11 motion's prayer for relief. She asked the trial court for entry of an order "[e]njoining all the court clerks of Lincoln County, Tennessee, from accepting any further pleadings, motions, or any other legal documents from attorney Larry Edward Parrish, his Corporation Larry E. Parrish, P.C., or any other person or entity representing either of these parties."

On January 21, 2025, the parties attended a hearing in both cases, 13039 and 15747. Ms. Strong's counsel pressed the trial court to

expand its already-existing injunction to the clerks not to accept any further filings from Mr. Parrish, without the Court's prior approval. Because he obviously just ignores the injunction and keeps filing matters and we have to respond to them. This is dragging this matter out like crazy and costing my client, who's done nothing wrong, and she is trying to finally get her order final.

In response, Mr. Parrish drew a distinction between motions and pleadings under Rule 7 and stated that he did not violate any court order.

By order entered February 6, 2025, the trial court: (1) reaffirmed the jury's unanimous finding that Larry E. Parrish should be held personally liable for the judgments rendered in favor of Nancy J. Strong against Larry E. Parrish, P.C.; (2) overruled LEP's June 1, 2023, motion for "Directed Verdict/Judgment Notwithstanding Verdict" under Tennessee Rule of Civil Procedure 50.01; (3) reaffirmed that it had previously concurred in the jury's verdict and fulfilled its role as thirteenth juror by order entered June 2, 2023; (4) overruled LEP's "Thirteenth Juror Set-Aside of Jury Verdict motion;" (5) overruled Ms. Strong's motion to alter, amend, or make additional findings on its July 3, 2024 order;

⁴ See Tenn. R. Civ. P. 11.03(1)(a).

(6) overruled Ms. Strong's September 11, 2024 motion for Rule 11 sanctions and later supplemental prayer for relief; and (7) clarified that the trial court "hereby restrains the PC and Mr. Parrish from filing any pleadings and any motions contemplated by the entirety of Rule 7, both pleadings and motions, going forward without the Court's permission, which permission will not be unreasonably withheld." Ms. Strong timely perfected this appeal from the trial court's February 6, 2025 order.

II. ISSUES

Appellant Ms. Strong raises the following issues on appeal. The fourth issue is quoted verbatim from Ms. Strong's brief.

A. Whether the trial court erred in denying Ms. Strong's request to enjoin the Lincoln County Chancery Court's Clerk's Office from accepting further filings from Mr. Parrish and LEP without prior court review of the filings.

B. Whether the trial court erred by not imposing sanctions on LEP and Mr. Parrish individually as LEP's attorney.

C. Whether, after Ms. Strong successfully pierced the corporate veil of Larry E. Parrish, P.C., the trial court erred in not granting Ms. Strong's motion to correct the liable party on the style of the judgment order and to update the amount due to reflect accumulating judgment interest.

D. "Whether Mr. Parrish, based upon the chose-in-action contract and his adjudicated sanctioned conduct is liable for payment of the Rule 11 sanctions assessed and all of Ms. Strong's attorney fees and costs to include all post-judgment fees and costs as she is the prevailing party as defined by the chose-in-action contract."

Appellees LEP and Mr. Parrish list a host of issues in their appellate brief, none of which respond to Ms. Strong's raised issues. At oral argument, Mr. Parrish affirmed that his and LEP's positions in both this appeal and in *Larry E. Parrish, P.C. v. November 14, 2017 Judgment*, No. M2025-00276-COA-R3-CV, are entirely predicated upon reasserting arguments about subject matter jurisdiction. In their brief, LEP and Mr. Parrish "contend[] that at the moment and at no time in the past nor at any time in the future can [the Court of Appeals], in this proceeding or any other proceeding, nor has any trial court ever had subject-matter jurisdiction to adjudicate any dispute between [the parties] evidenced in Chancery Court Case C13039 or any other trial or appellate court where the dispute arose or derived from disputes first evidenced in C13039." LEP and Mr. Parrish assert that the trial court's November 14, 2017 judgment was "void ab initio." They deride this Court's December 28, 2018 opinion as *coram non judge*. They declare that the "veil-piercing trial

on remand, resting on a void mandate, produced nothing.” Without citation to authority, LEP and Mr. Parrish state in conclusory fashion that “[t]his Court lacks jurisdiction not only to decide the merits but even to dismiss the ‘appeal,’ because no appeal exists to dismiss.” Their brief cites certain legal principles but lacks the required explanation of how those apply to the facts in this case.

“Courts have routinely held that the failure to make appropriate references to the record and to cite relevant authority in the argument section of the brief as required by Rule 27(a)(7) constitutes a waiver of the issue.” *Bean v. Bean*, 40 S.W.3d 52, 55 (Tenn. Ct. App. 2000); *see also Hawkins v. Hart*, 86 S.W.3d 522, 531 (Tenn. Ct. App. 2001) (“[F]or an issue to be considered on appeal, a party must, in his brief, develop the theories or contain authority to support the averred position . . .”). To the extent LEP and Mr. Parrish raise issues for review in this appeal, they are waived.

III. STANDARD OF REVIEW

The first three issues raised by Ms. Strong are reviewed for abuse of discretion. “A court abuses its discretion when it causes an injustice to the party challenging the decision by (1) applying an incorrect legal standard, (2) reaching an illogical or unreasonable decision, or (3) basing its decision on a clearly erroneous assessment of the evidence.” *Lee Med., Inc. v. Beecher*, 312 S.W.3d 515, 524 (Tenn. 2010).

“The interpretation of a contract is a matter of law, which we review de novo with no presumption of correctness.” *MLG Enters., LLC v. Johnson*, 507 S.W.3d 183, 186 (Tenn. 2016) (quoting *84 Lumber Co. v. Smith*, 356 S.W.3d 380, 383 (Tenn. 2011)).

IV. DISCUSSION

A.

By order entered October 5, 2023, in case number 15747, the trial court ordered “that Mr. Parrish and Larry E. Parrish, P.C. shall be enjoined from any further *pleadings* absent Court permission” (emphasis added). In her July 11, 2024 motion in this case, Ms. Strong asked the trial court to revise its order to include specific language “ordering the Clerks of both the Lincoln County Circuit and Chancery Courts to refuse to file any other further pleadings, motions, or any other documents by Larry E. Parrish or his representatives or attorneys without the prior review and approval of this Court in accordance with this Court’s previous Order prohibiting said filings by Mr. Parrish or his P.C.” The trial court did not include Ms. Strong’s requested language in its February 6, 2025 order denying her motion. At the hearing preceding the order, the trial court ruled that it was “not going to enjoin the clerks” but would dutifully “walk forward with this case

towards its finality.” However, the trial court did order that, going forward, LEP and Mr. Parrish are “restrain[ed]” from filing any pleadings and motions contemplated by the entirety of Rule 7, both pleadings and motions, . . . without the Court’s permission, which permission will not be unreasonably withheld.” The trial court correctly distinguished between pleadings and motions when clarifying the scope of its injunction.⁵

On appeal, Ms. Strong argues that the trial court erred in not revising its July 3, 2024 order to include expanded injunctive relief. Specifically, as counsel related in oral argument, Ms. Strong is “trying to get the trial judge to enjoin the Clerk’s Office.” Mr. Parrish agreed at oral argument that since February 6, 2025, he and LEP have been prohibited from filing both pleadings and motions in the trial court absent the trial court’s permission to do so. On appeal, Ms. Strong has not cited authority to support her argument that the trial court committed a reversible error by not expanding the injunction even further to enjoin the Clerk’s Office of the Lincoln County trial courts, both Circuit and Chancery, from accepting essentially any filings by Mr. Parrish individually or on behalf of LEP.

“[I]n Tennessee, trial courts possess broad discretionary authority to control their dockets and the proceedings in their courts.” *Kirk v. Kirk*, 447 S.W.3d 861, 875 (Tenn. Ct. App. 2013). This includes inherent judicial authority to enjoin litigants from filing baseless, repetitive, or frivolous documents. Upon review, we conclude that the trial court’s decision about the language of the injunction was neither illogical nor unreasonable, so we decline to second-guess it. *Lee Med., Inc. v. Beecher*, 312 S.W.3d at 524. We discern no abuse of discretion or reversible error related to this issue.

⁵ Tennessee Rule of Civil Procedure 7.01, entitled “Pleadings,” provides:

There shall be a complaint and an answer; and there shall be a reply to a counterclaim denominated as such; an answer to a cross-claim, if the answer contains a cross-claim; a third-party complaint, if a person who was not an original party is summoned under the provisions of Rule 14; and there shall be a third-party answer, if a third-party complaint is served. No other pleading shall be allowed, except that the court may order a reply to an answer or to a third-party answer.

Tenn. R. Civ. P. 7.01. Rule 7.02, entitled “Motions and Other Papers,” provides:

(1) An application to the court for an order shall be by motion which, unless made during a hearing or trial, shall be made in writing, shall state with particularity the grounds therefor, and shall set forth the relief or order sought. The requirement of writing is fulfilled if the motion is stated in a written notice of the hearing of the motion.

(2) The rules applicable to captions, signing, and other matters of form of pleadings apply to all motions and other papers provided for by these rules.

Tenn. R. Civ. P. 7.02.

B.

Ms. Strong assigns as error the trial court's denial of her request to sanction LEP and Mr. Parrish under Rule 11. Rule 11.02 of the Tennessee Rules of Civil Procedure provides that by presenting a document to the court, a pro se party or an attorney represents to the court that:

(1) it is not being presented for any improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of litigation;

(2) the claims, defenses, and other legal contentions therein are warranted by existing law or by a nonfrivolous argument for the extension, modification, or reversal of existing law or the establishment of new law;

(3) the allegations and other factual contentions have evidentiary support or, if specifically so identified, are likely to have evidentiary support after a reasonable opportunity for further investigation or discovery; and

(4) the denial of factual contentions are warranted on the evidence or, if specifically so identified, are reasonably based on a lack of information or belief.

Tenn. R. Civ. P. 11.02. Rule 11.03(2) outlines the types of sanctions for violation of Rule 11.02:

A sanction imposed for violation of this rule shall be limited to what is sufficient to deter repetition of such conduct or comparable conduct by others similarly situated. Subject to the limitations in subparagraphs (a) and (b), the sanction may consist of, or include, directives of a nonmonetary nature, an order to pay a penalty into court, or, if imposed on motion and warranted for effective deterrence, an order directing payment to the movant of some or all of the reasonable attorneys' fees and other expenses incurred as a direct result of the violation.

(a) Monetary sanctions may not be awarded against a represented party for a violation of subdivision 11.02(2).

(b) Monetary sanctions may not be awarded on the court's initiative unless the court issues its order to show cause before a voluntary dismissal or settlement of the claims made by or against the party which is, or whose attorneys are, to be sanctioned.

Tenn. R. Civ. P. 11.03(2). “[T]he standard for determining whether an attorney’s conduct is sanctionable under Rule 11 [is] one of objective reasonableness under the circumstances as they existed when the document [the attorney presented to the court] was signed.” *Hooker v. Sundquist*, 107 S.W.3d 532, 536 (Tenn. Ct. App. 2002). Thus, “[s]anctions are appropriate when an attorney submits a motion or other paper on grounds which he knows or should know are without merit, and a showing of subjective bad faith is not required.” *Boyd v. Prime Focus, Inc.*, 83 S.W.3d 761, 765 (Tenn. Ct. App. 2001). Rule 11 is “a powerful tool” and “a potent weapon,” and trial courts, “while urged not to hesitate to impose sanctions once a violation of Rule 11 is found to exist, should use utmost care in doing so.” *Andrews v. Bible*, 812 S.W.2d 284, 292 (Tenn. 1991).

Here, the trial court’s October 5, 2023, order in case 15747 stated “that Mr. Parrish and Larry E. Parrish, P.C. shall be enjoined from any further pleadings absent Court permission.” Then, on July 3, 2024, the trial court found that a motion to recuse filed by LEP through Mr. Parrish “was filed without the permission of the Court after the Court had ordered that Larry E. Parrish P.C. and Larry Parrish were precluded from any further filings without obtaining the Court’s permission to file.” Then, after hearing the parties’ arguments on this issue, the court revisited its prior finding and reasoned,

that a hyper-technical reading of [the] prior [October 5, 2023] Order barring pleadings could be read, and has been read, by the P.C. and Mr. Parrish as not including motions The Court could not have in good conscience prohibited the motions that were at issue in the July 3 Order. Therefore, while the Court recognized in the Order that neither the PC nor Mr. Parrish obtained permission, permission would have been granted. For that reason, the Court will not impose sanctions.

The trial court applied the same reasoning above when denying Ms. Strong’s Rule 11 motion related to three of LEP’s filings, none of which were pleadings under Rule 7.01. This is a reasonable basis supporting the trial court’s decision. Further, upon studying Ms. Strong’s Rule 11 motion and the January 21, 2025 hearing transcript, we see that Ms. Strong’s arguments focused on her understandable frustration with LEP’s numerous filings and on her desire to expand the language of the injunction rather than on how exactly the three identified filings by LEP violated Rule 11.02. With all the foregoing considerations in mind, we conclude that the trial court did not abuse its discretion in denying Ms. Strong’s September 11, 2024 motion for Rule 11 sanctions against Mr. Parrish and LEP.

C.

Ms. Strong contends that the trial court erred in denying her December 19, 2023 motion to correct the liable party on the style of the judgment order and to update the amount due to reflect accumulating judgment interest. The trial court heard this motion on

January 9, 2024, and denied it by order entered March 27, 2024. In her brief, Ms. Strong concedes that the March 27 order, which she prepared, “omits any ruling of the trial court regarding correcting the style of the case to Appellee Parrish individually.” The order simply ruled that the motion was not well taken and that updating the amount due on the judgment is not a trial court’s function. Nor does the transcript of the hearing contain a ruling on the issue of updating the style of the judgment to Larry E. Parrish, individually. As for updating the amount of money due on the judgment, the trial court ruled in the hearing that Ms. Strong is entitled to every dollar, including accumulating judgment interest, but that “it’s not appropriate for the Court to be the person or entity that does that calculation.” From the record, it does not appear that either issue was brought to the trial court’s attention between the March 27, 2024 order and the February 6, 2025 order from which Ms. Strong now appeals.

On appeal, Ms. Strong argues, “[i]t is reversible error for the trial court not to allow amendment of the judgment to correctly reflect the liable parties as long as the due process requirements of personal services are satisfied.” In support of her argument, Ms. Strong cites one case, *Carlton v. B & S Used Cars #2*, No. 01A01-9310-CH-00446, 1994 WL 68265 (Tenn. Ct. App. Mar. 9, 1994), for the following proposition, as stated in her brief:

An individual doing business under a trade name is an alter ego of the business and the individual owner. As long as the owner/individual is properly served, the judgment against the businesses trade name is judgment against any other alter ego names to include an individual’s nickname.

In *Carlton*, the plaintiff obtained judgment against the captioned defendant, B & S Used Cars #2, for damages for misrepresentations in an automobile sale. *Id.* at *1. “Within thirty (30) days thereafter, [the] plaintiff moved to amend the pleadings and judgment to name Wallace Porter Mitchell as defendant, or for a new trial.” *Id.* The trial court overruled the motion. *Id.* On appeal, this Court reasoned:

[I]t is uncontroverted that Wallace Porter Mitchell, also known as Bobby Mitchell, adopted a third name, to wit, ‘B & S Used Cars # 2.’ Bobby Mitchell, also known as Wallace Porter Mitchell, was served with process against himself under his third name, ‘B & S Used Cars # 2.’ Under that third name, Wallace Porter (Bobby) Mitchell appeared by answer and in person and defended on the merits without plea of misnomer. The judgment against ‘B & S Used Cars # 2’ was and is a judgment against the alter egos of ‘B & S Used Cars # 2,’ Wallace Porter and Bobby Mitchell.

Id. at *2. Ultimately, this Court affirmed the judgment against B & S Used Cars # 2, vacated the trial court’s order overruling the motion to amend the pleadings and judgment, and “remanded for entry of an order sustaining the [plaintiff’s] motion, amending the pleadings and judgment accordingly, and for enforcement of the amended judgment.” *Id.*

at *4.

Carlton differed significantly from the procedural posture of this case, and Ms. Strong has not further developed her argument. Waiver may occur when an issue is designated, but not addressed or only minimally developed in the argument section of the appellant's brief. "It is not the role of the courts, trial or appellate, to research or construct a litigant's case or arguments for him or her, and where a party fails to develop an argument in support of his or her contention or merely constructs a skeletal argument, the issue is waived." *Sneed v. Bd. of Prof'l Responsibility of Sup. Ct.*, 301 S.W.3d 603, 615 (Tenn. 2010). Moreover, in violation of Rule 6 of the Tennessee Court of Appeals, Ms. Strong's argument on this raised issue contains neither a statement showing how the assigned error "was seasonably called to the attention of the trial judge with citation to that part of the record where [her] challenge of the alleged error is recorded" nor a "statement reciting wherein [she] was prejudiced by such alleged error, with citations to the record showing where the resultant prejudice is recorded." See Tenn. Ct. App. R. 6(a)(2), (3). Failure to comply with the Rules of this Court constitutes a waiver of the issues raised by the appellant. *Bean v. Bean*, 40 S.W.3d 52, 55 (Tenn. Ct. App. 2000). We deem this issue waived.

D.

As explained in section B above, we affirm the trial court's decision denying Ms. Strong's Rule 11 motion filed on September 11, 2024. Therefore, Ms. Strong is not entitled to the attorney fees requested in that motion. Again, the jury's unanimous verdict following the third jury trial was memorialized in the order entered June 2, 2023. The jury found that Ms. Strong proved by a preponderance of the evidence all the facts necessary to pierce the veil of the corporate entity Larry E. Parrish, P.C. and to hold Larry E. Parrish personally liable for the actions of the corporation. The jury awarded Ms. Strong her attorney fees and costs of the cause. The trial court ordered "that Mr. Parrish is hereby personally liable for all the damages, attorneys' fees, costs, and interest whether statutory, contractual, or previously ordered by any court and thereby assessed and awarded against the P.C." Our holdings in this appeal and our judgment affirming the February 6, 2025 order in its entirety do not disturb the previous awards of attorney fees or previous determinations that Ms. Strong is the prevailing party in this long litigation.

Ms. Strong requests her attorney fees incurred in this appeal. Tennessee follows the American Rule, which states that a party to a civil action may not recover its attorney fees without a statute or contract allowing for this recovery. *Cracker Barrel Old Country Store, Inc. v. Epperson*, 284 S.W.3d 303, 308 (Tenn. 2009). "In the context of contract interpretation, Tennessee allows an exception to the American rule only when a contract *specifically* or *expressly* provides for the recovery of attorney fees." *Id.* at 309 (emphasis in original).

In this case, the 2014 jury found that the “Assignment Of Chose-In-Action” was a valid, enforceable contract between the parties, and that LEP had materially breached it. As part of the litigation, a jury in 2023 determined that the corporate veil should be pierced, and LEP and Mr. Parrish filed numerous motions in opposition which ultimately led Ms. Strong to seek sanctions and a prohibition on filings. The chose-in-action specifically provided that if a dispute arose, “the prevailing party in the lawsuit shall be entitled to an award of attorneys’ fees and costs incurred by the prevailing party, and the court is and shall be authorized to enter a judgment against the non-prevailing party in an amount equal to the attorneys’ fees and costs incurred by the prevailing party.” The contract awards attorney fees to the party prevailing in enforcing rights under the assignment. Ms. Strong has been adjudicated the prevailing party in this case. The attorney fee provision in the chose-in-action applies to Ms. Strong’s instant request for attorney fees. With the above considerations in mind, we grant Ms. Strong’s request for attorney fees incurred on appeal, the amount of which the trial court shall determine upon remand.

V. CONCLUSION

For the foregoing reasons, we affirm the trial court’s February 6, 2025 order. Larry E. Parrish P.C.’s March 24, 2026 motion to retract the case citations on pages six and thirteen of its appellate brief is granted. The case is remanded for such further proceedings as may be necessary and consistent with this opinion, including a determination of reasonable and necessary appellate attorney fees and entry of judgment thereon. Costs of the appeal are taxed jointly and severally to the appellees, Larry E. Parrish and Larry E. Parrish, P.C.

s/ John W. McClarty
JOHN W. MCCLARTY, JUDGE