

FILED

08/10/2026

Clerk of the
Appellate Courts

IN THE COURT OF APPEALS OF TENNESSEE
AT JACKSON
January 7, 2025 Session

**IN RE UTMA ACCOUNT OF LILLIAN GARDNER DUNAVANT v.
BUCHANAN D. DUNAVANT**

**Appeal from the Probate Court for Shelby County
No. PR-21065 Joe Townsend, Probate Court Judge**

No. W2023-01787-COA-R3-CV

AND

**IN RE BUCHANAN D. DUNAVANT 2011 DESCENDANTS TRUST v.
BUCHANAN D. DUNAVANT ET AL.**

**Appeal from the Probate Court for Shelby County
No. PR-19953 Joe Townsend, Probate Court Judge**

No. W2023-01788-COA-R3-CV

AND

**IN RE UTMA ACCOUNT OF LUCY HUGHES DUNAVANT v.
BUCHANAN D. DUNAVANT**

**Appeal from the Probate Court for Shelby County
No. PR-21064 Joe Townsend, Probate Court Judge**

No. W2023-01790-COA-R3-CV

AND

**IN RE UTMA ACCOUNT OF MARY WILKINSON DUNAVANT v.
BUCHANAN D. DUNAVANT**

**Appeal from the Probate Court for Shelby County
No. PR-21063 Joe Townsend, Probate Court Judge**

No. W2023-01792-COA-R3-CV

A party to a negotiated settlement agreement appeals the trial court’s approval of the agreement. Discerning no reversible error, we affirm.

**Tenn. R. App. P. 3 Appeal as of Right; Judgment of the Probate Court Affirmed
and Remanded**

J. STEVEN STAFFORD, P.J., W.S., delivered the opinion of the court, in which KENNY ARMSTRONG, and CARMA DENNIS MCGEE, JJ., joined.

Patrick Walker, Memphis, Tennessee, for the appellant, Buchanan D. Dunavant.

William F. Burns, Frank L. Watson, III, William E. Routt, and John S. Golwen, Memphis, Tennessee, for the appellants, Watson Burns, PLLC and Bass, Berry & Sims, PLC, Memphis office.

George Nassar, Jr. and Jeremy G. Alpert, Memphis, Tennessee for the appellees, Lillian Gardner Dunavant; Mary Douglas Dunavant; Mary Douglas Dunavant, as Guardian for Lucy Hughes Dunavant; and Mary Douglas Dunavant, as Guardian for Mary Wilkinson Dunavant.

OPINION

I. PROCEDURAL BACKGROUND

Respondent/Appellant Buchanan D. Dunavant (“Appellant”) is the custodian of three Tennessee Uniform Transfer to Minors Act (“UTMA”) accounts and a trust benefiting his daughters, Petitioners/Appellees Mary Wilkinson Dunavant, Lucy Hughes Dunavant, and Lillian Gardner Dunavant (together with their mother, Petitioner/Appellee Mary Douglas Dunavant (“Mrs. Dunavant”), “Appellees”).¹ In July 2021, Appellees filed

¹ Mrs. Dunavant was the mother and guardian of Mary and Lucy, as they were still minors at the

a petition in the Shelby County Probate Court (“the trial court”) seeking an accounting from Appellant regarding the four accounts benefiting Appellant’s daughters. In October 2021, the trial court, Judge Karen Webster, entered an order mandating that the single petition be divided into four individual but related cases under separate docket numbers: (1) In Re: Buchanan D. Dunavant 2011 Descendants Trust, No PR-19953 (“the 2011 Trust”); (2) In Re: UTMA Account of Mary Wilkinson Dunavant, No. PR-21063; (3) In Re: UTMA Account of Lucy Hughes Dunavant, No. PR-21064; and (4) In re: UTMA Account of Lilian Gardner Dunavant, No. PR-21065.² Appellant was ordered to provide accountings as to both the UTMA accounts and the 2011 Trust by November 24, 2021.

Appellant did not file the required accountings by the deadline. Appellees thereafter were granted leave to file amended petitions in the Probate Actions, each seeking an order requiring Appellant to provide an accounting, the removal of Appellant as trustee, and more than \$2.5 million in damages against Appellant for breach of fiduciary duty, conversion, and unjust enrichment. The amended petitions further sought punitive damages and attorney’s fees. Appellees also filed motions seeking to hold Appellant in contempt and to sanction him for failing to provide the accountings. A hearing on the contempt requests was set for March 15, 2022.

Appellant filed purported accountings the day before the scheduled hearing. At the hearing, however, Appellees asserted that the documents were not proper accountings but instead demonstrated that Appellant had spent the funds in the accounts on his personal expenses. At the March 15 hearing, the trial court orally agreed that the accountings were not sufficient and that Appellant was likely in contempt of court. So the trial court once again ordered Appellant to file accountings in the Probate Actions by May 31, 2022. The trial court also set a show cause hearing on Appellant’s alleged contempt for June 7, 2022.

At some point, Appellees learned that Appellant was among the beneficiaries of the William B. Dunavant, Jr. Irrevocable Insurance Trust dated September 15, 1984 (the “1984 Trust”). The 1984 Trust required the trustee to pay the proceeds from a life insurance policy to the children of Appellant’s father, William B. Dunavant Jr. (“Mr. Dunavant”), upon his death, including Appellant. According to Appellees, Appellant was set to receive his first payout under the 1984 Trust on or about April 1, 2022, with a future payout scheduled for September 2022. But Appellees filed a motion on March 30, 2022 in the 2011 Trust action, asking for a temporary restraining order and temporary injunction prohibiting distributions from the 1984 Trust to Appellant while the Probate Actions were pending. Appellees also asked to amend their petition in the 2011 Trust Account action to add Ben Adams (“Trustee Adams”), the trustee of the 1984 Trust, as a nominal party. The trial court granted the

time. Mrs. Dunavant participated in these matters both individually and on behalf of her minor children.

² Although these actions were separated in the trial court, the proceedings were nearly identical in each case, and the cases have once again been consolidated on appeal. As such, we refer to these actions collectively as “the Probate Actions.”

temporary restraining order on March 31, 2022; neither Appellant nor his counsel was present during the hearing on this motion.

On the same day, Appellants Watson Burns, PLLC and Bass, Berry & Sims, PLC (“the Law Firms”) filed a notice in the 2011 Trust Account case claiming an attorney’s lien against distributions owed to Appellant under the 1984 Trust, as well as under the Dunavant Children’s Sprinkle Trust Dated April 1, 1991 (“the 1991 Sprinkle Trust”).³ The Law Firms claimed that they had represented Appellant in a lawsuit against Mr. Dunavant in the Shelby County Circuit Court (“the circuit court”) related to the breach of a contract of which Appellant was a third-party beneficiary (“the Circuit Court Action”). The Law Firms asserted that they were entitled to a lien under Tennessee Code Annotated sections 23-2-102⁴ and -103⁵ on any money or assets distributed in connection with the 1984 Trust and the 1991 Sprinkle Trust. The Law Firms further notified the trial court that the 1984 Trust and the 1991 Sprinkle Trust contained spendthrift provisions “that shield the distribution of principal and income to beneficiaries from creditor claims of any nature.” As a result, the Law Firms argued that “there can be no freezing of the funds held within the 1984 and 1991 Trusts for the benefit of creditors.” The Law Firms did not file a motion to intervene in the 2011 Trust Account matter or any of the other pending Probate Actions. They did, however, file several other pleadings in support of their purported lien over the life of these cases. Therein, they asserted that under their fee agreement with Appellant in the Circuit Court Action, Appellant promised the Law Firms forty percent of the gross distributions from “any trust” created by Mr. Dunavant or coming from Mr. Dunavant’s estate.

Appellant filed a response in opposition to the temporary injunction on April 8, 2022. Like the Law Firms, he also noted that both the 1984 Trust and the 1991 Sprinkle Trust contained spendthrift provisions that prevented access by creditors. He further asserted that Appellees were unlikely to be successful on the merits, that Appellees were not entitled to injunctive relief because the appropriate remedy for their alleged claims was monetary damages, and that Appellees were not entitled to prejudgment attachment of his assets.

³ Appellees maintain that the Law Firms are not proper parties to this appeal. However, by order of December 27, 2024, this Court entered an order realigning the parties and designating the Law Firms as “co-appellants” in this appeal. As discussed *infra*, however, this does not end the inquiry as to their entitlement to relief in this matter.

⁴ Section 23-2-102 provides as follows: “Attorneys and solicitors of record who begin a suit shall have a lien upon the plaintiff’s or complainant’s right of action from the date of the filing of the suit.”

⁵ Section 23-2-103 provides as follows:

Any attorney or solicitor who is employed to prosecute a suit that has already been brought in any court of record shall have a lien upon the plaintiff’s right of action from the date of the attorney’s or solicitor’s employment in the case; provided, that the record of the case shall first be made to show such employment by notice upon the rule docket of such court, by a written memorandum filed with the papers in the case or by notice served upon the defendant in the case.

The trial court eventually held a hearing on the motion for a temporary injunction on April 12, 2022, and granted the motion by order of April 26, 2022. Therein, the trial court ruled that there was a likelihood that funds from the 2011 Trust would be commingled and that it was appropriate to maintain the status quo to allow Appellant to “perform his fiduciary duty and to account” and thereby prevent irreparable harm to Appellees. The injunction prohibited Trustee Adams from making any distributions to Appellant from the 1984 Trust.⁶ No injunctions or restraining orders were entered in the UTMA accounts cases. Although Appellant initially filed a motion for permission to seek an interlocutory appeal, the record does not reflect that he ever set the motion for hearing and no application for either an interlocutory appeal or extraordinary appeal was filed with this Court.

Instead, less than a month after the issuance of the injunction, on June 6, 2022, Appellant and Appellees entered into two contracts each entitled “Mutual Release and Settlement Agreement” (together the “Settlement Agreements”); one contract resolved the 2011 Trust action (“the 2011 Trust Settlement Agreement”), while the other resolved the UTMA accounts actions (“the UTMA Settlement Agreement”). According to Appellees, the parties announced the existence of the Settlement Agreements to the trial court on June 7, 2022.⁷ The UTMA Settlement Agreement provided that upon approval of the Settlement Agreements, the 1984 Trust was to immediately pay the daughters’ UTMA accounts “from the distribution currently subject to the aforementioned temporary injunction issued by the [trial court],” at which point any claims by Appellees would be released and discharged. The 2011 Trust Settlement Agreement provided that the 1984 Trust would pay the 2011 Trust the agreed-upon sum “from the distribution currently scheduled to be made in September 2022.”

The Settlement Agreements both stated, however, that they were expressly contingent on the trial court’s approval and noted the existence of the disputed attorney’s lien. The Settlement Agreements stated that if the agreement was not approved “or if [Appellees] are unable to receive or to keep the consideration for any reason, then this Release and any release of [Appellant] contained herein shall be null and void ab initio.” The Settlement Agreements then reiterated that “should [the 1984 Trust] not be able to distribute the agreed upon consideration without encumbrance of any kind or without being free from the asserted lien [by the Law Firms] or any other litigation, then this Release shall be null and void ab initio[,]” at which point Appellant’s obligation to provide the accountings would resume. The UTMA Settlement Agreement further provided that upon

⁶ Although it was mentioned in the trial court’s order, the express terms of the order did not prohibit Trustee Adams from making distributions from the 1991 Sprinkle Trust to Appellant. In any event, our holding herein applies regardless of whether the temporary injunction applied to both the 1984 Trust and the 1991 Sprinkle Trust or just the former.

⁷ In his brief, Appellant asserts that Appellees “did not announce a settlement or present the Settlement Document to the Probate Court as a settlement of the case. Instead, [Appellees] advocated for mediation.”

approval of the settlement by the trial court and payment of the settlement amounts, Appellant

and his agents, representatives, successors, affiliates, and assigns do hereby forever and fully remise, release, acquit, and discharge [Appellees] from any and all actions, causes of action, suits, liens, judgments, debts, sums of money, accounts, injuries, losses, damages, claims, demands, expenses, fees, and any other relief of any nature whatsoever, whether known or unknown, whether absolute, fixed or contingent, whether in law or in equity under the laws of the State of Tennessee or the United States of America, that [Appellant] ever had, now has or hereinafter can, shall or may ever have against [Appellees] arising out of, or in connection with the UTMA Accounts.

The 2011 Trust Settlement Agreement contained identical language that instead released all claims “arising out of, or in connection with the [] 2011 Trust.”

The Settlement Agreements also provided that the release was being given “voluntarily and is not based upon any representations or statements of any kind made by any other Party or its representative(s), as to the merits, legal liability, or the value of any claim or any other matter.” Additionally, the parties acknowledged that they were entering into the release “in order to avoid potential protracted and expensive litigation between them, that it is in compromise of disputed claims, and that neither the execution of this Release nor the performance of this Release shall constitute an admission of any liability or of any other matter by any Party.” The parties further asserted that they were aware of the full significance and legal effect of the settlement and that settlement was in the parties’ best interests. The Settlement Agreements also provided that the release “may be pled by either Party as a complete bar to any future claim or action brought or attempted to be brought by the other Party arising out of or relating to any of the transactions and matters settled and released by this Release.” Finally, the Settlement Agreements provided for attorney’s fees incurred in construing or enforcing the agreement to the prevailing party.

Because the Law Firms asserted that they were entitled to portions of those same distributions from the 1984 Trust under their claimed lien and the 1984 Trust could not satisfy both claims, the trial court ordered the parties to attend mediation over the competing claims and to return to the trial court on September 27, 2022. Mediation proved unsuccessful. Appellees thereafter filed motions to approve and enforce the Settlement Agreements on September 2, 2022. Appellant did not respond.

The parties appeared before the trial court for the previously scheduled appearance on September 27, 2022, with newly elected Judge Joe Townsend presiding. Although Appellant filed no response in opposition to the motions to approve the settlement, during the hearing, his counsel suggested that the documents “are not settlement agreements” but

rather “settlement documents” entered into as a result of the trial court’s injunction on the distributions from the 1984 Trust. So Appellant’s counsel stated that “there’s a question as to whether those agreements are valid or whether they are agreements at all.”

Following an in camera review of the Settlement Agreements on the same day, however, the trial court entered a written order granting Appellees’ motions to enforce the Settlement Agreements. The trial court therefore ordered Trustee Adams to distribute the 1984 Trust’s funds as directed in the Settlement Agreements free of any encumbrances or liens.

Appellant’s attorney sought attorney’s fees from the 1984 Trust distributions based on his representation in the Probate Actions. On October 17, 2022, a hearing was held on the request of Appellant’s counsel to be paid attorneys fees with the funds remaining from Appellant’s trust distributions. Appellant testified in support of the claimed fees without any objection to the enforcement or approval of the Settlement Agreements. The trial court entered an order on or about October 31, 2022, awarding Appellant’s counsel \$34,350.09 in attorney’s fees to be paid from the 1984 Trust. The order noted that “nothing in this Order shall affect or impair the [c]ourt’s previous order[] entered on September 27, 2022” ordering that funds be distributed from the 1984 Trust to Appellees’ 2011 Trust and UTMA accounts.

While this attorney fee issue was being litigated, the Law Firms filed a motion to alter or amend the trial court’s judgment on October 26, 2022; Appellant did not join in the motion or file any response to the motion.

On November 29, 2022, Trustee Adams initiated an additional lawsuit involving these issues—an interpleader action to determine how to distribute the funds from the 1984 Trust (“the Interpleader Action”). *See generally Adams v. Dunavant*, No. W2023-01505-COA-R3-CV, 2026 WL 558234 (Tenn. Ct. App. Feb. 27, 2026). The Law Firms argued once again that they were entitled to an attorney’s lien under Tennessee Code Annotated sections 23-2-102 and -103 despite the fact that the Circuit Court Action had not resulted in any recovery for Appellant.⁸ Eventually, the trial court entered an order allowing the interpleader and ordering disbursement of the 1984 Trust funds pursuant to the September 27, 2022 order. Therein, the trial court found that the Settlement Agreements were in Appellant’s best interest and that the Law Firms’ actions were contrary to that interest.

⁸ In August 2023, Appellant’s claims in the Circuit Court Action were dismissed by the circuit court. That decision was affirmed by this Court but vacated by the Tennessee Supreme Court and remanded back to the Tennessee Court of Appeals for reconsideration in light of new caselaw. We eventually reversed the dismissal of Appellant’s claims against his now-deceased father and remanded for a calculation of Appellant’s damages. *See generally Dunavant v. William B. Dunavant, Jr. Revocable Living Tr.*, No. W2023-01213-COA-R3-CV, 2025 WL 2750503, at *1 (Tenn. Ct. App. Sept. 29, 2025), *perm. app. denied* (Tenn. 2026).

The Law Firms sought to revise the order, based on what Appellees asserted was “some sort of nebulous contractual lien.” *Id.* at *9. Specifically, the Law Firms argued that under Appellant’s fee agreement with the Law Firms, they were entitled to a lien on the distributions from the 1984 Trust regardless of whether they were successful in the Circuit Court Action. The trial court eventually denied the motion to revise, ruling that the Law Firms held no legally enforceable attorney’s lien over the distributions from the 1984 Trust, as Appellant was entitled to those funds irrespective of any work by the Law Firms. That ruling was appealed to this Court, which ultimately affirmed on the basis that the Law Firms were not entitled to any kind of contractual lien on the proceeds from the 1984 Trust. *Id.* at *20–21.⁹ Thus, we held that the Law Firms were not entitled to an attorney lien on the distributions from the 1984 Trust and that their challenge to the trial court’s distribution of the interpleaded funds failed. *Id.* at *21. We further ruled that all of the issues that Appellant attempted to raise in that appeal were waived based on Appellant’s failure to demonstrate where these issues were raised in the trial court. *Id.* at *24 (noting that Appellant filed no answer opposing the interpleader). This Court’s ruling was not appealed to the Tennessee Supreme Court and a mandate issued on May 4, 2026.¹⁰

Trustee Adams eventually paid the 1984 Trust distribution to the Probate Court Clerk in the Interpleader Action. The clerk then distributed the proceeds as ordered by the trial court—part to Appellees’ accounts and part to Appellant’s attorney as compensation for his representation in the Probate Actions.

On November 16, 2023, Appellees presented consent orders to dismiss the Probate Actions to the trial court; despite having also drafted orders dismissing the case,

⁹ As we explained,

The fee agreement with [Appellant] contains language generally providing that the [Law Firms] will “have an attorney lien under Tennessee law,” so they are “entitled to an attorney’s lien under both contract and statute.” However, the fact remains that the type of attorney lien at issue is a charging lien. The [Law Firms] are not entitled to a charging lien against the distributions from the 1984 Trust or 1991 Trust because those distributions were due to [Appellant] under the terms of those trusts, created decades ago, and not due to any judgment or recovery in circuit court. The fact that [Appellant] promised to pay the [Law Firms] *from* the trust distributions does not create an attorney charging lien.

Adams, 2026 WL 558234, at *20 (citation omitted).

¹⁰ In the meantime, back in probate court, the Law Firms attempted unsuccessfully to force the trial court judge to recuse from both the Probate Actions and the Interpleader Action. Both attempts were ultimately unsuccessful. See *Adams v. Dunavant*, No. W2022-01747-COA-T10B-CV, 2023 WL 1769356, at *1 (Tenn. Ct. App. Feb. 3, 2023) (holding that the recusal motions in the Probate Actions were untimely); *Adams v. Dunavant*, 674 S.W.3d 871, 873 (Tenn. 2023) (per curiam) (affirming the trial court’s denial of the recusal effort in the Interpleader Action). The record in this matter has been unnecessarily enlarged due to filings involving recusal that are not at issue in this appeal. See Tenn. R. App. P. 24(a) (noting that less than the full record may be necessary to adjudicate an appeal).

Appellant's counsel refused to sign Appellees' consent orders.¹¹ The trial court nevertheless entered an order dismissing the Probate Actions on November 16, 2023. The order stated that "[a]ny and all outstanding motions or other matters are hereby denied as moot, and this order shall be deemed a final order for all purposes." This appeal followed.¹²

II. ISSUES PRESENTED

In this appeal, Appellant raises the following issues:

1. Whether the trial court erred by enjoining the [1984 Trust] and the [1991 Sprinkle Trust] to satisfy potential money damages alleged in [Appellees'] First Amended Petition for Accounting of Trust Account, for Removal of Trustee, Appointment of Substitute Trustee, for Breach of Fiduciary Duty and for Monetary Damages.
2. Whether the trial court erred by enjoining the [1984 Trust] and the [1991 Sprinkle Trust] when both trusts contain spendthrift clauses protecting them from creditor claims.
3. Whether the trial court erred by granting [Appellees'] Motion to Approve and to Enforce Settlement Agreement and Supporting Memorandum without allowing [Appellant] to respond or conducting a hearing as required by local rules.
4. Whether the plain language of the Settlement Document precludes [Appellant] from appealing the [trial court's] injunction or its approval of the Settlement Document.

The Law Firms provide the following additional issue:¹³

Did the trial court err when, among other things, the court:

- (i) summarily forfeited [the Law Firms'] liens and contractual rights without allowing any party to brief and argue contested matters and without holding hearings as is required by law;
- (ii) lacked lawful jurisdiction because its control over the disputed assets was derived from unlawful injunctive relief; and

¹¹ Counsel for Appellant explained that he was objecting to the orders on the basis that Appellees' proposed orders stated that all pending motions had been rendered moot. Counsel for Appellant also indicated that he intended to appeal the trial court's judgment.

¹² Following oral argument in this appeal, this Court entered an order consolidating the Probate Actions and directed the parties to file supplemental briefing on the effect, if any, of the resolutions of the Circuit Court Action and the Interpleader Action.

¹³ The Law Firms expressly adopted Appellant's arguments; Appellant did not expressly adopt the Law Firms' arguments.

(iii) distributed the funds to parties not entitled to prejudgment attachment of such funds?

For their part, Appellees assert that the trial court's ruling should be affirmed on the basis of various theories and also that they should be awarded their attorney's fees incurred in defending this appeal.

III. ANALYSIS

A. The Claims of the Law Firms

Before we discuss the issues raised by Appellant in this appeal, we first take the opportunity to address the claims of the Law Firms. Here, the Law Firms filed a motion in this action to enforce a claimed attorney's lien over distributions from the 1984 Trust by virtue of their fee agreement with Appellant in the Circuit Court Action.¹⁴ This Court issued a final opinion, however, holding that the Law Firms were not entitled to a lien on the disbursements from the 1984 Trust. *See Adams*, 2026 WL 558234, at *20–21. As a result, Appellees assert that the final judgment in the Interpleader Action means that the Law Firms lack standing in this matter, particularly as they never filed a motion to intervene in any of the Probate Actions, nor were they granted leave to do so.¹⁵

Courts are empowered to decide only justiciable issues. *See City of Memphis v. Hargett*, 414 S.W.3d 88, 96 (Tenn. 2013). “To be justiciable, an issue must be cognizable not only at the inception of the litigation but also throughout its pendency.” *Id.* (citing *Norma Faye Pyles Lynch Fam. Purpose LLC v. Putnam Cnty.*, 301 S.W.3d 196, 203–04 (Tenn. 2009)). One facet of justiciability is standing. As the Tennessee Supreme Court has explained,

Courts use the doctrine of standing to determine whether a litigant is entitled to pursue judicial relief as to a particular issue or cause of action. *ACLU of Tenn. v. Darnell*, 195 S.W.3d 612, 619 (Tenn. 2006); *Knierim v. Leatherwood*, 542 S.W.2d 806, 808 (Tenn. 1976). The proper focus of a determination of standing is a party's right to bring a cause of action, and the likelihood of success on the merits does not factor into such an inquiry. *Darnell*, 195 S.W.3d at 620; *Petty v. Daimler/Chrysler Corp.*, 91 S.W.3d 765, 767–68 (Tenn. Ct. App. 2002). Every standing inquiry requires a “careful judicial examination of a complaint's allegations to ascertain whether the particular plaintiff is entitled to an adjudication of the particular

¹⁴ The Law Firms also claimed an attorney lien over the funds to be disbursed from the 1991 Sprinkle Trust, but as noted *supra*, those funds do not appear to have been enjoined by the trial court's temporary injunction order.

¹⁵ The Law Firms were provided an opportunity to file a supplemental brief as to the effect, if any, of the resolution of the other cases; they chose not to do so.

claims asserted.” *Allen v. Wright*, 468 U.S. 737, 752, 104 S. Ct. 3315, 82 L. Ed. 2d 556 (1984).

Hargett, 414 S.W.3d at 97. Constitutional standing, the kind at issue in this case, has three essential elements: (1) “a party must show an injury that is ‘distinct and palpable’; injuries that are conjectural, hypothetical, or predicated upon an interest that a litigant shares in common with the general citizenry are insufficient in this regard”; (2) “a party must demonstrate a causal connection between the alleged injury and the challenged conduct”; and (3) “the injury must be capable of being redressed by a favorable decision of the court.” *Id.* at 98. In sum, then, the standing doctrine ensures that the plaintiff “has alleged a sufficiently personal stake in the outcome of the litigation to warrant a judicial resolution of the dispute.” *City of Brentwood v. Metro Bd. of Zoning Appeals*, 149 S.W.3d 49, 55–56 (Tenn. Ct. App. 2004) (citing *SunTrust Bank v. Johnson*, 46 S.W.3d 216, 222 (Tenn. Ct. App. 2000)). As a result, “[p]ersons whose rights or interests have not been affected have no standing and are, therefore, not entitled to judicial relief.” *Metro. Gov’t of Nashville v. Bd. of Zoning Appeals of Nashville*, 477 S.W.3d 750, 755 (Tenn. 2015).

In this case, the Law Firms have no possibility of meaningful relief because the only vehicle upon which they based their asserted entitlement to relief—an attorney lien—has been held to be unenforceable in the Interpleader Action. *See Adams*, 2026 WL 558234, at *20–21. The Law Firms did not appeal this Court’s ruling to the Tennessee Supreme Court and are therefore collaterally estopped from claiming an entitlement to an attorney lien in this case. *See generally Mullins v. State*, 294 S.W.3d 529, 534 (Tenn. 2009) (holding that collateral estoppel “bars the same parties or their privies from relitigating in a later proceeding legal or factual issues that were actually raised and necessarily determined in an earlier proceeding”). So then, the Law Firms lack standing to challenge the trial court’s rulings in the Probate Actions, and we will not entertain their issues on appeal.

B.

We therefore proceed to consider Appellant’s arguments. Appellant spends the vast majority of his effort in this appeal challenging the trial court’s issuance of the temporary injunction. Specifically, he contends that the trial court’s decision to issue the injunction violated both Tennessee law concerning prejudgment attachments and the spendthrift clause of the 1984 Trust. But this case was not decided after an adjudication of the merits of Appellees’ claims. Rather, the trial court’s judgment was based on its approval of the negotiated confidential Settlement Agreements executed by the parties. The question, then, is whether the alleged invalidity of the injunction has any effect on the enforcement of the Settlement Agreements. Because we conclude that it does not, this issue is dispositive of this appeal.

“A settlement agreement made during the course of litigation is a contract between the parties, and as such, contract law governs disputes concerning the formation,

construction, and enforceability of the settlement agreement.” *Waddle v. Elrod*, 367 S.W.3d 217, 222 (Tenn. 2012). The interpretation of a written contract is a question of law. *Acuity v. McGhee Eng’g, Inc.*, 297 S.W.3d 718, 728 (Tenn. Ct. App. 2008). “When the language of the contract is plain and unambiguous, courts determine the intentions of the parties from the four corners of the contract, interpreting and enforcing it as written.” *Union Realty Co. v. Fam. Dollar Stores of Tenn., Inc.*, 255 S.W.3d 586, 591 (Tenn. Ct. App. 2007). But “[t]he parol evidence rule does not . . . prohibit courts from considering extrinsic evidence of the facts and circumstances surrounding the contract’s execution as an aid in the construction of the contract’s language[.]” *Individual Healthcare Specialists, Inc. v. BlueCross BlueShield of Tenn., Inc.*, 566 S.W.3d 671, 697 (Tenn. 2019) (quoting *URI, Inc. v. Kleberg Cnty.*, 543 S.W.3d 755, 765 (Tex. 2018)).

In this case, the parties’ contract expressly required the approval of the trial court and was so approved, thereby transforming the parties’ contract into a consent decree. As this Court has explained,

Consent decrees have attributes both of contracts and of judicial decrees. Because of this dual character, consent decrees may be treated as contracts for some purposes but not for others. Consequently, a consent judgment is subject to many of the rules relating to the interpretation and enforcement of contracts as well as those governing the form, entry, and effect of judgments.

Consent decrees closely resemble contracts because their terms are arrived at through mutual agreement of the parties. Even though a consent judgment receives a court’s imprimatur, the judgment is in essence a contract between the parties to the litigation from which it is derived.

Consent decrees do not arise from a judicial determination of the rights of the parties or the merits of the case, and some courts hold that a consent decree does not purport to represent the judgment of the court but is merely a recital of an agreement.

A valid offer of judgment, when accepted, is a contract, but it is not treated as a mere contract. The essence of the judgment is that the parties to the litigation have voluntarily entered into an agreement setting their dispute or disputes at rest and that, upon this agreement, the court has entered judgment conforming the terms of the agreement.

Silliman v. City of Memphis, 449 S.W.3d 440, 449 (Tenn. Ct. App. 2014) (quoting 46 Am. Jur. 2d *Judgments* § 176 (footnotes omitted)). When a judgment is entered by consent in this manner, it typically cannot be “be modified, amended, or corrected in any essential respect without the consent of the parties” in the absence of fraud or mistake. *Id.* (quoting 35B C.J.S. *Federal Civil Procedure* § 1283). Other sources indicate that a party seeking to modify a consent decree may also meet its burden by demonstrating “(1) a significant change in factual conditions; (2) a significant change in law; (3) that a decree proves to be

unworkable because of unforeseen obstacles; or (4) that enforcement of the decree without modification would be detrimental to the public interest.” *Id.* (quoting 35B C.J.S. *Federal Civil Procedure* § 1283); *see also, e.g., FA Mut. Ins. Co. v. Flint*, 574 S.W.2d 718, 721 (Tenn. 1978) (allowing an insured to rescind a release on the basis of bad faith of the insurer to the extent that the insurer’s conduct “shocked the conscience of the court”); *Moman v. Walden*, 719 S.W.2d 531, 534 (Tenn. Ct. App. 1986) (considering whether the party seeking to be freed from a contract demonstrated “economic duress”).

Thus, “a court cannot give relief to a party who enters into a consent decree or judgment when that consent is knowingly made and when there is not even a suggestion of fraud, misrepresentation, [] mistake” or some other proper ground for rescission. *Silliman*, 449 S.W.3d at 449 (quoting 35B C.J.S. *Federal Civil Procedure* § 1283). Indeed, the Tennessee Supreme Court has explained in this situation that:

A decree by consent is in the nature of a solemn contract; and is, in effect, an admission by the parties that the decree is a just determination of their rights upon the real facts of the case, had such been proved. *As a result, such a decree is so binding as to be absolutely conclusive upon the consenting parties, and it can neither be amended, nor in any way varied, without a like consent, nor can it be reheard, appealed from, or reviewed upon a writ of error.*

Clinchfield Stone Co. v. Stone, 36 Tenn. App. 252, 261–62, 254 S.W.2d 8, 12 (1952) (citation and internal quotation marks omitted). The Tennessee Supreme Court reaffirmed this principle decades later, so long as there was “true consent to a compromise.” *Gardiner v. Word*, 731 S.W.2d 889, 893 (Tenn. 1987). As the Court explained, “the reason for the unassailability of a consent decree is based on the well-founded maxim *volenti non fit injuria* (he who consents to what is done cannot complain of it).” *Id.*

In his brief, Appellant does not appear to advance any argument that the Settlement Agreements should be set aside on grounds of fraud, mistake, duress or otherwise.¹⁶ Nor does he cite any legal authority that even suggests that the alleged error in the issuance of the temporary injunction gives him grounds to invalidate the negotiated Settlement Agreements approved by the trial court. Instead, he asserts that the Settlement Agreements themselves permit him to challenge the enforceability of the temporary injunction and that if the temporary injunction is overturned, then the trial court’s approval of the Settlement Agreements should also be overturned.

¹⁶ Certainly, he cites no legal authority to support any such theory. *See Sneed v. Bd. of Pro. Resp. of Sup. Ct.*, 301 S.W.3d 603, 615 (Tenn. 2010) (“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.”).

In support of this argument, Appellant points to the portion of the Settlement Agreements that states that the agreement would be void “if [Appellees] are unable to receive or to keep the consideration for any reason, then this Release and any release of [Appellant] contained herein shall be null and void ab initio.” According to Appellant, this provision recognizes “the possibility that [Appellees] [would] not [be] able to keep the consideration because this Court reversed the [temporary] injunction on appeal.” Thus, Appellant contends that the language of the Settlement Agreements permits him to appeal the issuance of the temporary injunction, which, if overturned, would nullify the Settlement Agreements, as Appellees would be unable to receive or keep the distributions from the 1984 Trust.

Appellees argue, however, that they have now received the funds as a result of the final judgment in the Interpleader Action. Thus, they argue that any conditions on their ability to receive and keep the funds at issue have been met. *See generally Adams*, 2026 WL 558234, at *20–24. Appellant responds that challenges to the temporary injunction were not settled by this Court in the Interpleader Action, as we stated that we were not permitted to “review alleged errors in the four probate cases on appeal.” *Id.* at *22 n.8. We note, however, that this refers to issues raised by the Law Firms in the Interpleader Action. Indeed, our opinion indicates that the issues raised by Appellant in the Interpleader Action did not challenge the issuance of the temporary injunction in the 2011 Trust case and that, in any event, all of Appellant’s issues were waived because Appellant did not raise them in the trial court. The same is true in this case.

It is well settled that parties are not typically entitled to raise arguments for the first time on appeal. *See Dick Broad Co. of Tenn. v. Oak Ridge FM, Inc.*, 395 S.W.3d 653, 670 (Tenn. 2013) (“Issues raised for the first time on appeal are waived.”); *Powell v. Cmty Health Sys., Inc.*, 312 S.W.3d 496, 511 (Tenn. 2010) (“It is axiomatic that parties will not be permitted to raise issues on appeal that they did not first raise in the trial court.”). While it is true that Appellant sharply contested the issuance of the temporary injunction, Appellant points to no place in the record where he filed a pleading, motion, or document seeking to either rescind the Settlement Agreements or challenging the trial court’s approval thereof on the basis of the allegedly illegal injunction or otherwise. Rather, at best, this argument was presented in a vague and conclusory fashion at the September 27, 2022 hearing, three months after the Settlement Agreements were first presented to the Court by both Appellees and Appellant. Specifically, Appellant’s counsel asserted that despite the fact that Appellant signed two contracts entitled “Mutual Release and Settlement Agreement,” due to the injunction, there was “a question as to whether those agreements are valid or whether they are agreements at all.”¹⁷ Indeed, after the Settlement

¹⁷ Appellant’s assertions in this appeal that the contract was not presented to the trial court by Appellees as a settlement agreement is, at best, disingenuous. Counsel for Appellees asserted on multiple occasions that the parties had settled the matter subject to the trial court’s approval. And counsel for Appellant agreed, albeit equivocally at times. For example, the following colloquy occurred during the September 27, 2022 hearing:

Agreements were executed, Appellant filed no pleadings whatsoever concerning the settlement, other than for Appellant's attorney to be awarded his attorney's fees. And Appellant has failed to demonstrate that he ever requested an evidentiary hearing on the approval of the Settlement Agreements, asked for a continuance to more fully respond to the motion to enforce the settlement,¹⁸ or moved that the contract be rescinded for any reason.¹⁹ *See generally* Tenn. Ct. App. P. 6(a)(2) (requiring an appellant's brief to contain, inter alia, "[a] statement showing how [an] alleged error was seasonably called to the attention of the trial judge with citation to that part of the record where appellant's challenge of the alleged error is recorded"). Thus, it appears that Appellant's argument that the enforcement of the Settlement Agreements was conditioned on the legality or validity of the temporary injunction was raised, if at all, in no more than a conclusory, vague fashion in the over seventeen months between when the settlement was first announced and the ultimate dismissal of the underlying actions.

THE COURT: And [Appellant] and your clients have entered into this confidential settlement document.

[Counsel for Appellees]: Yes, Your Honor.

[Counsel for Appellant]: Yes, Your Honor.

THE COURT: Subject to the approval of the Court.

[Counsel for Appellees]: Yes, Your Honor.

Moreover, the first mention of mediation in the June 7, 2022 hearing came from the trial court. We question whether Appellant's brief meets the requirement of candor toward the court in this regard. *See* Tenn. R. Sup. Ct. 8, RPC 3.3 (prohibiting a lawyer from knowingly making a false statement of fact or law to the court).

¹⁸ In fact, when counsel for Appellant asked for time to review the order approving the Settlement Agreements during the September 27, 2022 hearing, the trial court freely permitted a break in the proceedings to allow him to do so; after this break, Appellant's counsel signed the order as to form.

¹⁹ Because these issues were never raised in the trial court, Appellant's arguments that the trial court violated a local rule requiring a hearing of contested matters or that he was not permitted sufficient time to respond to Appellees' motion to enforce the settlement are waived. We do note that while several motions were pending at the time that the trial court approved the Settlement Agreements, it was entirely unclear that these matters were still contested, given the fact that the Settlement Agreements provided for the dismissal and release of all claims upon approval by the trial court. Thus, it was correct for the trial court to consider first approval of the Settlement Agreements and to pretermitt all those pending issues once the settlement was approved. Indeed, when counsel for Appellant noted the pending motions at the September 27, 2022 hearing, he did not object to the approval of the settlement until those motions were adjudicated; rather, he merely stated that "if the order [approving the settlement] is entered, then we are moving forward without the hearing of those pending motions. I'm just making a record for the record." So then, it appears that Appellant understood that some pending motions were no longer at issue as a result of the settlement.

Likewise, after the Settlement Agreements were announced at the June 7, 2022 hearing, the trial court ordered the parties to mediate the remaining disputes and return to court on September 27, 2022. As such, it was made clear in June 2022 that the question of approval of the settlement would be at issue at the September 27, 2022 hearing even though Appellees' motion for approval of the settlement was not specifically set for hearing on that date. And again, Appellant mentioned that fact to the trial court but did not request a continuance of any kind in order to respond to Appellees' motion. The trial court is typically not required to give parties relief that they do not request.

The Tennessee Supreme Court has held that to raise an issue at a late date and in a conclusory manner is akin to not raising the issue at all. Specifically, in *In re Adoption of E.N.R.*, 42 S.W.3d 26 (Tenn. 2001), the appellant raised a constitutional challenge at trial, perhaps as late as closing arguments. *Id.* at 30. The court explained that this was not a proper way to preserve an issue for appellate review:

The record shows that the constitutional challenge in this case was late-raised, minimally addressed, characterized by counsel as mentioned only for the purpose of preserving it for appeal, and perhaps was simply a last ditch effort to overcome the court's preliminary findings in favor of the opposition. To now rely upon the importance of this issue as grounds for appellate review is near hypocrisy given the short shrift it received at trial where it could have, and should have, been fully adjudicated.

Id. at 32. The Tennessee Supreme Court further held that “there is little difference between an issue improperly raised before the trial court at the last minute and one that was not raised at all.” *Id.* (citing *Mallicoat v. Poynter*, 722 S.W.2d 681, 682 (Tenn. Ct. App. 1986) (“The jurisdiction of this court is appellate only and we consider those issues which are *timely* brought to the attention of the trial court.” (emphasis added))).

The same is essentially true in this case. Here, when the Settlement Agreements were first announced to the trial court, Appellant raised no objection to their enforcement on the ground that he now relies upon. Rather than raising this issue in a formal pleading or with any evidentiary or legal support, Appellant's first attempt to raise this issue was an off-handed comment at a hearing months later.²⁰ And then Appellant never followed up on this vague assertion with a single pleading or formal attack on the Settlement Agreements in which he argued that the enforcement of the agreement was conditioned on a judicial determination of the validity or legality of the temporary injunction. This was simply not sufficient to preserve this issue for appellate review. *See* Tenn. R. App. P. 36(a) (“Nothing in this rule shall be construed as requiring relief be granted to a party responsible for an error or who failed to take whatever action was reasonably available to prevent or nullify the harmful effect of an error.”).

Moreover, even if we chose to address this issue, we simply do not read the Settlement Agreements as preserving Appellant's entitlement to challenge the temporary injunction such that the entire settlement would be nullified. Clearly, the Settlement Agreements provide that they will not be valid if Appellees are unable to receive the promised distributions from the 1984 Trust. But it was not the temporary injunction that

²⁰ It is difficult to view Appellant's strategy as anything less than bordering on duplicity, as he was essentially arguing on the one hand that the case was settled, perhaps to delay prosecution of the contempt action against him, while also vaguely asserting that his own agreement was without validity. Moreover, it appears that Appellant chose to promise the same money to two separate parties and initially objected to the Law Firms having knowledge of the contents of the confidential Settlement Agreements.

proved Appellees' entitlement to the funds distributed from the 1984 Trust; it was Appellant's own agreement that Appellees be paid that distribution under the Settlement Agreements. And counsel for Trustee Adams confirmed during the June 7, 2022 hearing that the 1984 Trust permitted "distributions to [Appellant] *or at his direction*." (emphasis added). Thus, regardless of whether the temporary injunction properly froze distributions from the 1984 Trust, Trustee Adams was permitted to distribute the funds from that trust at Appellant's direction. In the Settlement Agreements, Appellant promised to do just that; he directed that the funds from the 1984 Trust that were currently being frozen under the temporary injunction be used to pay the confidential settlement amounts to his daughters' accounts.

Obviously, at the time the parties executed the Settlement Agreements, there was some genuine question of whether the Settlement Agreements could pay the full amount promised due to the Law Firms' purported attorney lien. In other words, Appellant had promised the same funds to two distinct parties. As a result, the Settlement Agreements contained caveats protecting Appellees in the event that they were unable to actually receive and keep the funds promised. And the Settlement Agreements expressly stated that the agreement was contingent on the funds at issue not "being subject to any claims of liens in the Circuit Court [Action] or any other litigation." But the trial court denied enforcement of the purported lien, and that issue has been conclusively established in the Interpleader Action. As such, that dispute is no bar to enforcement of the Settlement Agreements.

But nothing in the Settlement Agreements stated that Appellant's obligation to pay the consideration required was conditioned on the temporary injunction being valid. The temporary injunction was mentioned in the UTMA Settlement Agreement only in relation to the *current* status of the funds at issue. Indeed, a future determination that the temporary injunction was invalid would not change the fact that the funds were currently subject to the injunction—that is, at the time the parties executed the Settlement Agreements. *See Pharma Conf. Educ., Inc. v. State*, 703 S.W.3d 305, 311 (Tenn. 2024) ("Contracts should be interpreted according to their plain terms, as those terms are ordinarily understood.").

Moreover, the Settlement Agreements specifically stated that they were the result of a compromise of disputed claims, that the settlement was not a determination as to "the value of any claim or any other matter[,]" that Appellant released Appellees from all claims or demands "involving any other relief of any nature whatsoever" related to the both the 2011 Trust case and the UTMA account cases, and that the releases contained therein would operate as a complete bar to any future action arising out of the matters settled. This release clearly encompasses the temporary injunction entered in the 2011 Trust case. Thus, it appears that Appellant released any claims he may have had that the temporary injunction was invalid. Given this broad language, it does not appear that Appellant properly carved out any exception to preserve a challenge to the temporary injunction or to condition the trial court's approval of the Settlement Agreements on the legality of the temporary injunction. Indeed, the Settlement Agreements contained essentially no criteria for guiding

the trial court's discretion in approving the settlement. If the parties wished to include a condition tying the approval or enforcement of the Settlement Agreements to a future judicial determination as to the validity of the temporary injunction, they could have done so. But this Court does not save parties from bad bargains, *see White v. Motley*, 63 Tenn. 544, 549 (Tenn. 1874), nor does it rewrite contracts simply because one party is dissatisfied. *Marcum v. Ayers*, 398 S.W.3d 624, 629 (Tenn. Ct. App. 2012). As a result, we cannot conclude that the plain language of the Settlement Agreements supports Appellant's contention that the legality of the temporary injunction in any way affects Appellees' ability to receive or keep the funds to which they are entitled under the Settlement Agreements. Thus, it appears that Appellant's contention that the temporary injunction was invalid was not a bar to either approval or enforcement of the Settlement Agreements. Because the Settlement Agreements were valid, Appellant has failed to demonstrate that the trial court erred in approving them.

In essence, Appellant had two choices on how to proceed in this lawsuit: (1) defend against Appellees' allegations, including seeking interlocutory review of the temporary injunction, which could have put him at risk of contempt sanctions; or (2) settle the claims on a disputed basis. Appellant chose the latter and cannot now complain about the consequences of his own actions under the circumstances of this case. *See Gardiner*, 731 S.W.2d at 893. The trial court's decision to enforce the Settlement Agreements is therefore affirmed, and all remaining issues raised by Appellant are pretermitted.

C.

Finally, Appellees request an award of their attorney's fees from Appellant either under the terms of the Settlement Agreements or under Tennessee Code Annotated section 27-1-122. The Settlement Agreements provide as follows: "If litigation is brought by any Party to this Agreement to construe or enforce said Agreement, the prevailing Party shall be entitled to recover its attorney fees as well as its court costs and other expenses incurred in any such litigation." In this case, Appellant attempted to avoid enforcement of the Settlement Agreements, and Appellees clearly prevailed. As such, they are entitled to an award of their reasonable attorney's fees and expenses incurred in defending the four probate appeals.²¹

IV. CONCLUSION

The judgment of the Shelby County Probate Court is affirmed, and this cause is remanded to the trial court for further proceedings as necessary, including the calculation of Appellees' reasonable attorney's fees, costs, and expenses incurred in defending this

²¹ Appellees' request that Appellant be ordered to pay attorney's fees under section 27-1-122 is therefore pretermitted.

consolidated appeal. Costs of this appeal are taxed to Appellant, Buchanan D. Dunavant, for which execution may issue if necessary.

s/ J. Steven Stafford
J. STEVEN STAFFORD, JUDGE