

IN THE COURT OF APPEALS OF TENNESSEE
AT JACKSON
January 13, 2026 Session

FILED

08/10/2026

Clerk of the
Appellate Courts

KATRINA ALLEN v. JACKSON ENERGY AUTHORITY, ET AL.¹

**Appeal from the Circuit Court for Madison County
No. C-25-48 Donald H. Allen, Judge**

No. W2025-01029-COA-R3-CV

This appeal involves a lawsuit filed against the chief financial officer of a public utility. The plaintiff alleges that the utility breached a contract for the provision of utility services. The plaintiff claims that she converted a billing statement she received from the utility into a negotiable instrument, which the utility should have accepted as payment. The plaintiff wrote “[p]ay to the order of Bearer,” the amount owed, and her own name on the statement and claimed the payment would be taken from interest accrued on her account. The trial court granted the defendant’s motion to dismiss for failure to state a claim upon which relief could be granted and awarded the defendant attorneys’ fees. The plaintiff appeals. We affirm and remand.

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

CARMA DENNIS MCGEE, J., delivered the opinion of the court, in which J. STEVEN STAFFORD, P.J., W.S., and JOHN W. MCCLARTY, P.J., E.S., joined.

Katrina Allen, Jackson, Tennessee, Pro Se.

Sara E. Barnett and Charles H. Barnett, IV, Jackson, Tennessee, for the appellee, Mechele Williams.

¹ Ms. Allen’s notice of appeal listed Jackson Energy Authority as the opposing party in the style of the case. Accordingly, this case was placed on this Court’s docket with the present caption. However, Ms. Allen’s pleading document did not list Jackson Energy Authority as a party but instead listed Mechele Williams, the utility’s chief financial officer, in her individual capacity. The trial court determined that Ms. Williams was not the appropriate party against whom to file suit. Ms. Allen did not challenge that ruling in her appellate brief but seems to have instead substituted the name on her notice of appeal in an attempt to correct this mistake. Therefore, despite the caption of this case, the sole appellee in this appeal is Mechele Williams.

OPINION

I. FACTS & PROCEDURAL HISTORY

Katrina Allen and Jackson Energy Authority (“JEA”), a public utility and governmental entity, entered into a contract on July 12, 2018, for the provision of utility services. On August 6, 2024, Ms. Allen sent a letter to Mechele Williams, JEA’s chief financial officer, in which she “propose[d] changes to the terms of [her] application with [JEA].” She identified two terms of the service agreement that she wished “to redress[.]” The existing terms were as follows:

- (a) The applicant making application for utility service at the requested service address agrees to pay for said services as measured by the [JEA] meters according to rates applicable.
- (b) The applicant agrees that any cost involved with collection of past due balances on this account including, but not limited to, collection agency fees, attorney fees and court costs will be paid by the applicant.

Ms. Allen explained that the terms were “not beneficial to [her] and if changed [would] not hurt [JEA].” She maintained that JEA would “still have a tender of payment applied using the Interest owed to Principal KATRINA ALLEN.” She claimed that the arrangement would “allow for both parties to help alleviate the current debt that the United States of America now faces.” She also sent Ms. Williams a “NOTICE OF CLAIM TO INTEREST” in which she directed her “to apply Principal[‘]s Balance to Principal[‘]s Account . . . each and every billing cycle for set-off” and to “apply this Tender of payment to the account[.]” She explained that she had “executed a Durable Power of Attorney document granting Allen, Katrina . . . the authority to act on behalf of . . . KATRINA ALLEN.” She attached a copy of the durable power of attorney document, which stated that “KATRINA ALLEN . . . appoint[ed] Katrina N. Allen” as her “attorney-in-fact.”

Additionally, Ms. Allen sent JEA what she describes as a “negotiable instrument” in an attempt to satisfy her utility bill. The “negotiable instrument” consisted of a bill JEA sent to Ms. Allen for utility services incurred between November 7, 2024, and December 5, 2024, with written additions of the following phrases: “[a]ccepted for [d]eposit,” “[p]ay to the order of Bearer,” “By: Allen, Katrina N/Agent,” and “For: KATRINA ALLEN/Principal WITHOUT RECOURSE.”² JEA informed Ms. Allen that her “request to use [its] billing statement as a form of payment for [her] utility bill” had been denied because the “utility billing statement [was] not a form of payment.”

² It appears that this was the second such “negotiable instrument” Ms. Allen provided to JEA. The first is not contained in the record but appears to have been provided at around the time that Ms. Allen proposed changes to the contract terms.

Ms. Allen contacted several banking institutions and informed them that JEA had not made the requested adjustments to her account. She also complained that Ms. Williams had not personally responded to her queries and instead had informed a Customer Care Manager to do so and to flag her account “in such a way that caused [her] mental distress.” No action was taken by the banks to compel JEA to accept Ms. Allen’s “negotiable instrument.”³

At some point, Ms. Allen filed a complaint in the general sessions court of Madison County. Nothing in the record explains what occurred in the general sessions court, but Ms. Allen appealed the case to the circuit court. She filed a complaint in the circuit court on February 18, 2025. Ms. Allen listed the lone defendant as follows: “Chief Financial Officer, Mechele Williams Jackson Energy Authority (JEA).” She alleged that a breach of contract had occurred based on the “refusal to accept the negotiable instrument” as a valid form of payment for utility services. She likewise claimed that a breach of fiduciary duties had occurred. She claimed that these “violations” consisted of not complying with the written request to “redress contract” and continuing to request payment after receiving the negotiable instruments. She also claimed that JEA employees were negligent in the performance of their duties. She further cited misconduct pursuant to the federal Administrative Procedure Act and claimed her constitutional rights had been violated. She sought “restitution” for the previously accrued bills and for “the Defendant [to] be responsible for the cost of this action and whatever the courts deem appropriate and just.”

Ms. Williams filed a motion to dismiss the complaint on March 26, 2025. She claimed that Ms. Allen had failed to state a claim upon which relief could be granted as the “negotiable instrument” was not legally sufficient, had no basis in law, and did not create a legal obligation. Likewise, Ms. Williams asserted that she was not the proper party to have been sued and Ms. Allen should have sued JEA rather than her. She also argued that, pursuant to the Tennessee Governmental Tort Liability Act (“the GTLA”), she was entitled to governmental immunity as an employee sued in her individual capacity. *See* Tenn. Code Ann. § 29-20-310(b). She also argued that Ms. Allen’s claims were frivolous and based on the “misuse of legal terminology and sovereign citizen theories.” Accordingly, she requested attorneys’ fees pursuant to Tennessee Code Annotated section 20-12-119. The circuit court entered an order granting the motion to dismiss on July 9, 2025. The court held that the legal theories upon which Ms. Allen relied were “baseless” as her utility bill could not be converted into a negotiable instrument, her utility account did not generate interest, she could not impose fiduciary duties upon Ms. Williams or others through unilaterally drafted documents, and government entities were not required to accept such documents as payment. The court agreed that these were “sovereign citizen theories” and

³ Ms. Allen also filed a complaint against one of the banking institutions with the Office of the Comptroller of the Currency after the bank responded it could not assist her without an account number associated with that bank. The Office of the Comptroller of Currency later informed Ms. Allen that it could not assist her because she was “not an account holder or signer” at the bank of which she complained.

noted they had been “uniformly rejected” in courts throughout the United States. The court also held that Ms. Williams had been improperly named as the defendant because she was an employee of JEA “acting within the scope of her employment.” Likewise, the court deemed the lawsuit to have been frivolous. Accordingly, it granted the motion to dismiss and awarded Ms. Williams attorneys’ fees. Ms. Allen filed this appeal.

II. ISSUES PRESENTED

The appellant has presented the following issues on appeal, which we have reproduced verbatim:

1. Whether the trial court erred in dismissing the Appellant’s complaint under Tenn. R. Civ. P. 12.02(6) for failure to state claim.
2. Whether the refusal of the tendered payment states a claim under Tenn. Code Ann. § 47-3-603.
3. Whether the refusal to credit valid payment constitutes an unfair or deceptive practice under the Tennessee Consumer Protection Act, Tenn. Code Ann. § 47-18-104 and federal law, disclosure requirements and consumer protection under Truth in Lending Act (TILA), 15 U.S.C. § 1601 *et seq.* (2018).
4. Whether the trial court erred in characterizing Appellant’s complaint as “frivolous” and awarding attorney fees under Tenn. Code Ann. § 20-12-119(c).
5. Whether the refusal to accept valid payment constitutes a breach of the duty of good faith under Tenn. Code Ann. § 47-1-304.

In addition to answering Ms. Allen’s issues, Ms. Williams presents the following issue on appeal:

1. Whether the Appellee is entitled to attorney[s’] fees for this appeal, since there is no basis for appeal of the dismissal of Appellant’s claim, and it is frivolous.

For the following reasons, the judgment of the circuit court is affirmed and remanded.

III. DISCUSSION

A. STANDARD OF REVIEW

To begin, we acknowledge that Ms. Allen is proceeding pro se in this appeal. A pro se litigant is “entitled to fair and equal treatment by the courts.” *Hessmer v. Hessmer*, 138 S.W.3d 901, 903 (Tenn. Ct. App. 2003). Courts are to consider “that many pro se litigants have no legal training and little familiarity with the judicial system.” *Id.* Accordingly, a pro se litigant who is untrained in the law is granted “a certain amount of leeway in drafting [his or her] pleadings and briefs.” *Id.* Therefore, we will scrutinize the documents

submitted by Ms. Allen “less stringent[ly]” than had they been submitted by an attorney. *Id.* Courts are to “give effect to the substance, rather than the form or terminology, of a pro se litigant’s papers.” *Id.* at 904. However, the balance of fairness to the pro se litigant and the pro se litigant’s adversary must be maintained. *Id.* at 903. These rules do not permit a pro se litigant “to shift the burden of the litigation to the courts or to their adversaries.” *Id.* at 904. Further, “courts must not excuse pro se litigants from complying with the same substantive and procedural rules that represented parties are expected to observe.” *Id.* at 903.

Ms. Allen claims that the trial court erred when it granted the motion to dismiss pursuant to Tennessee Rule of Civil Procedure 12.02(6). “A trial court’s decision to grant a Rule 12.02(6) motion to dismiss is a question of law that we review *de novo* with no presumption of correctness.” *Khan v. Regions Bank*, 572 S.W.3d 189, 194 (Tenn. Ct. App. 2018). “A Rule 12.02(6) motion challenges only the legal sufficiency of the complaint, not the strength of the plaintiff’s proof or evidence” and therefore, “[t]he resolution of a 12.02(6) motion to dismiss is determined by an examination of the pleadings alone.” *Webb v. Nashville Area Habitat for Humanity, Inc.*, 346 S.W.3d 422, 426 (Tenn. 2011). When reviewing a rule 12.02(6) motion, “courts ‘must construe the complaint liberally, presuming all factual allegations to be true and giving the plaintiff the benefit of all reasonable inferences.’” *Id.* (quoting *Tigg v. Pirelli Tire Corp.*, 232 S.W.3d 28, 31-32 (Tenn. 2007)). Accordingly, “[a] trial court should grant a motion to dismiss ‘only when it appears that the plaintiff can prove no set of facts in support of the claim that would entitle the plaintiff to relief.’” *Id.* (quoting *Crews v. Buckman Labs. Int’l, Inc.*, 78 S.W.3d 852, 857 (Tenn. 2002)). Importantly, “courts are not required to accept as true assertions that are merely legal arguments or ‘legal conclusions’ couched as facts.” *Id.* at 427 (quoting *Riggs v. Burson*, 941 S.W.2d 44, 47-48 (Tenn. 1997)).

B. WAIVER

Before addressing the merits of the trial court’s decision to grant the motion to dismiss, we address three of the arguments presented by Ms. Allen, which Ms. Williams claims were not raised in the trial court. Ms. Williams claims that Ms. Allen has raised theories pursuant to Tennessee Code Annotated section 47-3-603, the Tennessee Consumer Protection Act, the federal Truth in Lending Act, and Tennessee Code Annotated section 47-1-304 for the first time in her appellate brief. These arguments are the bases for three of Ms. Allen’s five issues. “It has long been the general rule that questions not raised in the trial court will not be entertained on appeal.” *Lawrence v. Stanford*, 655 S.W.2d 927, 929 (Tenn. 1983); *see* Tenn. R. App. P. 36(b).

Beginning with Tennessee Code Annotated section 47-3-603, on appeal, Ms. Allen argues that this section “[p]rovides that when a party tenders payment in good faith and in the proper amount it is discharged from further liability to the extent of the tender.” She claims that her “tender was sufficient to satisfy the obligation.” However, the statute is not

cited in the complaint, nor in any other portion of the technical record. While a brief reference to “Title 47 of the Tennessee Code Annotated Article 3” is made in the complaint, there is no explanation of the specific statute relied upon, or the actions Ms. Williams took to violate it. Likewise, the only reference to good faith contained in the complaint refers to the banks Ms. Allen attempted to contact. Accordingly, this argument was not properly raised in the trial court and is waived on appeal. Similarly, neither the Tennessee Consumer Protection Act nor the federal Truth in Lending Act are cited in the complaint or elsewhere in the technical record. There is also no reference to a “deceptive practice” in the complaint or technical record, which is the basis of Ms. Allen’s arguments regarding those statutes. Accordingly, these issues are waived. Therefore, we address only Ms. Allen’s first issue regarding the trial court’s decision to grant the motion to dismiss, and her issue regarding the award of attorneys’ fees for a frivolous claim.

C. MOTION TO DISMISS

Next, we consider the trial court’s decision to grant the Rule 12.02(6) motion to dismiss. Ms. Allen’s complaint raised claims for breach of contract, breach of fiduciary duties, negligence, the violation of the federal Administrative Procedure Act, and the violation of her constitutional rights. On appeal, Ms. Allen has presented arguments pertaining only to the breach of contract claim. As she has not presented arguments regarding the remaining causes of action, we deem them to have been waived on appeal. *See Sneed v. Bd. of Pro. Resp. of Supreme Ct.*, 301 S.W.3d 603, 615 (Tenn. 2010) (explaining that it is not the role of the courts “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 . . . the issue is waived”). Nevertheless, Ms. Allen argues that the trial court erred when it granted the motion to dismiss because she “alleged a valid consumer contract, tender of payment with negotiable instrument (check), and an unlawful refusal by Appellee to not accept or act in good faith.” She claims that these assertions “are sufficient to state a claim for breach of contract[.]”

Ms. Allen also takes great umbrage with the trial court’s characterization of her claims as “sovereign citizen” theories. However, it appears that Ms. Williams and the trial court were correct in their characterizations of Ms. Allen’s arguments. Ms. Allen has recently had a separate appeal in this Court in which she raised a similar breach of contract claim “predicated on her alleged ‘tendered payment’ via a ‘negotiable instrument’” for tuition payments made to the University School of Jackson’s payment platform. *See Allen v. Blackbaud, Inc.*, No. W2025-01484-COA-R3-CV, 2026 WL 1987603, at *4 (Tenn. Ct. App. July 9, 2026). Her argument in that case was essentially identical to her current claim for breach of contract. In *Blackbaud*, we explained the theory upon which Ms. Allen relies as follows:

“Sovereign citizens (or ‘sovereigns’) are a ‘loosely knit network’ of individuals who express—and act on—a shared anti-government sentiment.”

United States v. Cook, No. 3:18-CR-00019, 2019 WL 2721305, at *1-2 (E.D. Tenn. June 28, 2019) (citing Joshua P. Weir, *Sovereign Citizens: A Reasoned Response to the Madness*, 19 Lewis & Clark L. Rev. 830, 834 (2015)). Although each sovereign citizen's philosophies and conspiracy theories can vary, their core belief is that "they do not recognize federal, state, or local laws, policies, or regulations." U.S. Dep't of Justice, F.B.I., Counterterrorism Analysis Section, *Sovereign Citizens: A Growing Domestic Threat to Law Enforcement*, (Sept. 2011), <https://perma.cc/9GPY-28A3> (last visited July 2, 2026). Rather, they follow their own set of laws. *Id.* One commonly held belief of these individuals is that "their status as sovereign citizens differs from the status of the fictional individuals identified by their birth certificates or their social security numbers." *Wood v. United States*, 161 Fed. Cl. 30, 34 (Fed. Cl. 2022). This belief forms the foundation of a common debt avoidance scheme used by sovereign citizens called the redemptionist theory:

The redemptionist or strawman theory is the basis for the sovereign citizen's use of all capital spellings, as well as references to powers of attorney. Under the redemptionist theory, a person is split into two: a real person and a fictional person, called the "strawman."

The "strawman" purportedly came into being when the United States went off the gold standard in 1933, and, instead, pledged the strawman of its citizens as collateral for the country's national debt. Redemptionists claim that government has power only over the strawman and not over the live person, who remains free. Individuals can free themselves by filing UCC financing statements, thereby acquiring an interest in their strawman

Adherents to the redemptionist theory further claim that the government created strawmen through birth certificates.

A person's name spelled in "English," that is with initial capital letters and small letters, represents the "real person," that is, the flesh and blood person. Whenever a person's name is written in total capitals, however, as it is on a birth certificate, the Redemptionists believe that only the "strawman" is referenced, and the flesh and blood person is not involved.

Carrying this a step further, adherents believe that:

[W]hen the United States Government "pledged the strawman of its citizens as collateral for the country's national debt," it created an "exemption account" for each citizen, identified by each person's Social Security number. When citizens contract for debt, the theory goes, their debts are

collateralized by their respective exemption accounts, essentially making the U.S. Government ultimately responsible for satisfaction of their debts. Moreover, each citizen's exemption account is virtually bottomless, meaning that those who understand this theory--and who file the appropriate UCC financing statements, and thereby become a free sovereign, a process known as “redemption,”—never have to actually pay for anything.

Caren D. Enloe, *Sovereign Citizens and the Raging War of Paper Terrorism*, 78 Consumer Fin. L.Q. Rep. 250, 255-56 (2025) (internal citations omitted). Although sovereign citizens often do not recognize federal, state, or local laws, they frequently use the court system when attempting to enforce their own version of the law. “Sovereign citizen pleadings are ‘dense, complex, and virtually unreadable,’ and a branch of sovereign citizen case law has grown to address the voluminous and often frivolous workload.” *Cook*, 2019 WL 2721305, at *2 (quoting Francis X. Sullivan, *The “Usurping Octopus of Jurisdictional/Authority”: The Legal Theories of the Sovereign Citizen Movement*, 1999 Wis. L. Rev. 785, 796 (1999) (“Faced with mountains of paperwork, courts must choose between spending hours deciphering Sovereign Citizen arguments or dismissing them out of hand”)) (other citations omitted).

Blackbaud, 2026 WL 1987603, at *5-6. While Ms. Allen has denied that her claims are based on sovereign citizen ideology, they are consistent with the description of the “redemptionist theory.” It appears that the strawman, KATRINA ALLEN, appointed the “flesh and blood” Katrina Allen to act as the strawman’s “attorney-in-fact.” She has sought to “apply Principal[‘s] balance to Principal[‘s] Account” with no explanation of what balance or interest she accrued. Her theory relies solely on this durable power of attorney to separate “Katrina Allen” from the strawman “KATRINA ALLEN” in order to avoid paying JEA for utility services. Likewise, she has frequently referred to both the model version of the Uniform Commercial Code and the Tennessee Uniform Commercial Code. She has used terms contained in these codes such as negotiable instrument, dishonor, and without recourse in an attempt to compel JEA to accept its own billing statement as a form of payment for her utility bill. Likewise, she justified her proposed contract terms by claiming that they would “help alleviate the current debt that the United States of America now faces.” In this way, Ms. Allen has attempted to create her own law and sought to have it enforced. The trial court did not err when it refused to do so. *See id.*

“In order to make a prima facie case for a breach of contract claim, a plaintiff must allege: ‘(1) the existence of an enforceable contract, (2) nonperformance amounting to a breach of the contract, and (3) damages caused by the breach of the contract.’” *Tolliver v. Tellico Vill. Prop. Owners Ass’n, Inc.*, 579 S.W.3d 8, 25 (Tenn. Ct. App. 2019) (quoting *C & W Asset Acquisition, LLC v. Oggs*, 230 S.W.3d 671, 676-77 (Tenn. Ct. App. 2007)). The parties agree that a valid contract for the provision of utility services exists. However, Ms.

Allen has not put forth any facts which, even if taken as true, show that Ms. Williams breached the contract because her form of payment did not constitute a valid payment method. *See Webb*, 346 S.W.3d at 426. JEA informed Ms. Allen that the only acceptable forms of payment under the contract were cash, check, money order, or credit card. A billing statement containing handwritten alterations does not fall into any of these categories. Further, Ms. Allen has pointed to no term or provision of the contract demonstrating that her proffered payment satisfied the contract terms or that an interest-bearing account upon which she could draw was created when the contract was entered. Having reviewed the record, no such provision exists. Accordingly, Ms. Allen has not set forth facts in her complaint that, if proven to be true, establish a breach of contract claim.

Additionally, we agree with the trial court's determination that Ms. Williams was not the proper person to have been sued. *See Tenn. Code Ann. § 29-20-310(b)*. Ms. Allen has not challenged this determination on appeal. She has instead listed JEA as the opposing party in her notice of appeal filed with this Court. At oral argument, Ms. Allen acknowledged that JEA was "who [she] signed the contract with" and claimed Ms. Williams was "no longer part of the case." However, as stated above, the only party listed in the complaint filed in the circuit court was Mechelle Williams in her individual capacity. As Ms. Allen has not challenged the trial court's ruling on this issue, its consideration is waived. *See Sneed*, 301 S.W.3d at 615. Therefore, the trial court did not err when it granted the motion to dismiss.

D. THE CIRCUIT COURT'S AWARD OF ATTORNEYS' FEES

Ms. Allen also argues that the circuit court erred when it determined her claims were frivolous and awarded attorneys' fees. She claims that because her "claims were grounded in recognized Tennessee law . . . they cannot be deemed frivolous as a matter of law" and the fee award was therefore, "improper and should be reversed." The circuit court awarded attorneys' fees pursuant to Tennessee Code Annotated section 20-12-119(c). This statute permits a court to award attorneys' fees to prevailing parties "where a trial court grants a motion to dismiss pursuant to Rule 12 of the Tennessee Rules of Civil Procedure for failure to state a claim upon which relief may be granted[.]" *Tenn. Code Ann. § 20-12-119(c)(1)*. While she does not specify, it appears that Ms. Allen refers to the portion of this statute, which prohibits awards of attorney's fees pursuant to Tennessee Code Annotated section 20-12-119(c)(1) in "[a]ctions by pro se litigants" unless "the court also finds that the pro se party acted unreasonably in bringing, or refusing to voluntarily withdraw, the dismissed claim[.]" *Tenn. Code Ann. § 20-12-119(c)(5)(D)*. The circuit court stated that Ms. Allen's "misuse of legal terminology and reliance on sovereign citizen theories . . . demonstrate[d] that this action was not filed in good faith" and found the lawsuit was "frivolous." As explained *supra*, the circuit court did not err when it granted the motion to dismiss or when it refused to enforce law Ms. Allen attempted to create. Likewise, we agree that this lawsuit was "frivolous." Ms. Allen's claims are predicated on a ludicrous theory that she was able to convert a billing statement into a negotiable instrument by simply making handwritten

alterations to it. Her arguments were not grounded in logic or the proper application of state or federal law. Accordingly, Ms. Allen has not identified any error on the part of the circuit court rendering the fee award inappropriate. Therefore, we affirm the circuit court's decision to award attorneys' fees pursuant to Tennessee Code Annotated section 20-12-119(c)(1).⁴

E. ATTORNEYS' FEES ON APPEAL

Ms. Williams also argues that Ms. Allen's appeal was frivolous due to its reliance on sovereign citizen theories and seeks an award of attorneys' fees on appeal. Attorneys' fees may be awarded when an appeal is "frivolous or taken solely for delay." Tenn. Code Ann. § 27-1-122. An appeal may be deemed frivolous when it "is 'devoid of merit,'" or is one "in which there is little prospect that it can ever succeed." *Indus. Dev. Bd. of City of Tullahoma v. Hancock*, 901 S.W.2d 382, 385 (Tenn. Ct. App. 1995) (quoting *Combustion Engineering, Inc. v. Kennedy*, 562 S.W.2d 202, 205 (Tenn. 1978)). An appellate court holds discretion when determining whether an appeal is frivolous and justifies an award of attorney's fees. *Eberbach v. Eberbach*, 535 S.W.3d 467, 475 (Tenn. 2017) This discretion is "exercised 'sparingly so as not to discourage legitimate appeals.'" *Id.* (quoting *Whalum v. Marshall*, 224 S.W.3d 169, 181 (Tenn. Ct. App. 2006)). As explained above, Ms. Allen has presented an appeal predicated on a ludicrous theory that she could convert a billing statement into a negotiable instrument by simply making handwritten alterations to it. This is clearly an appeal that had no reasonable chance of success, as there is no logical basis supporting her claim. Accordingly, we invoke our discretion and award attorneys' fees for a frivolous appeal. We remand this case to the circuit court to calculate the reasonable attorneys' fees to be awarded for litigating this appeal.

IV. CONCLUSION

For the foregoing reasons, the ruling of the circuit court is affirmed and the case remanded to the trial court for a determination of reasonable attorneys' fees to be awarded on appeal. Costs of this appeal are taxed to the appellant, Katrina Allen, for which execution may issue if necessary.

s/ Carma Dennis McGee
CARMA DENNIS MCGEE, JUDGE

⁴ Importantly, we address only those arguments that Ms. Allen raised on appeal. We deem any arguments that she has failed to make regarding the applicability of Tennessee Code Annotated section 20-12-119(c)(1) to be waived. *See Lawrence*, 655 S.W.2d at 929; Tenn. R. App. P. 36(b). Accordingly, we express no opinion on the effects of the remaining portions of the statute.