

VIRGINIA:

IN THE CIRCUIT COURT OF THE CITY OF PORTSMOUTH

PATRICK W. DORRIS,

Plaintiff,

v.

SHANNON E. GLOVER,

Individually and officially,

SERVE: SHANNON E. GLOVER

4413 Pendleton Road

Portsmouth, Virginia 23703

And

WILLIAM E. MOODY, JR.

Individually and officially,

SERVE: WILLIAM E. MOODY, JR.

4417 Schoolhouse Path

Portsmouth, Virginia 23703

Defendant.

PLAINTIFF DEMANDS TRIAL BY JURY

COMPLAINT

COMES NOW the Plaintiff, Patrick W. Dorris, individually by counsel, and hereby files this Complaint against Shannon E. Glover, individually and officially and William E. Moody, individually and officially and for and in support of this Complaint states as follows:

INTRODUCTION

This action arises out of Patrick W. Dorris' employment and subsequent termination as City Assessor for the City of Portsmouth, Virginia. It is an action for wrongful termination against Shannon E. Glover, ("Glover") and William E. Moody ("Moody") for their wrongful termination of Mr. Dorris.

2024 APR 12 PM 3:02  
PATRICK W. DORRIS  
COURT REPORTER  
Case No.: 2400144900

**JURISDICTION AND VENUE**

1. Jurisdiction is proper in the Circuit Court for the City of Portsmouth because pursuant to Section 17.1-513 of the Code of Virginia, this is a case at law greater than \$25,000; and pursuant to Section 8.01-3 et seq. of the Code of Virginia, all Defendants committed the acts alleged herein in the City of Portsmouth.
2. Venue is proper in the City of Portsmouth because Plaintiff's claims arise primarily from unlawful conduct occurring in the City of Portsmouth, Virginia.

**PARTIES**

3. The Plaintiff, Patrick W. Dorris ("Plaintiff or") now and at the time of the events described herein was an adult citizen of the Commonwealth of Virginia.
4. The Defendant Shannon E. Glover, at the time of the events described herein was the Mayor of the City of Portsmouth, hereinafter referred to as ("Defendant or Glover"). He was acting individually and in his official capacity and within the scope of his employment.
5. The Defendant William E. Moody, at the time of the events described herein was a Councilman of the City of Portsmouth, hereinafter referred to as ("Defendant or Moody"). He was acting individually and in his official capacity and within the scope of his employment.

**FACTUAL BACKGROUND**

6. Dorris entered an employment contract with the City of Portsmouth on September 20, 2021. Exhibit A.
7. Dorris was employed as the City Assessor under the supervision of the City Council.
8. Dorris' duties included "to perform the functions and duties, and to exercise all rights and powers, as specified in the Portsmouth City Charter, as it may be amended from time to time, and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign. The employee shall conduct the Assessor's Office in a professional and ethical way, with assessments to be made consistently with law and the strategic goals set by City Council from time to time." See Exhibit A.
9. Dorris was appointed as City Assessor for an indefinite period beginning September 20, 2021, and served at the pleasure of City Council.
10. Dorris was an at-will employee and administratively reported to City Council.
11. Dorris swore to the following oath to perform his duties as City Assessor consistent with the laws of the Commonwealth of Virginia.
12. While performing his duties as City Assessor, Dorris received a fax from the Virginia Department of Taxation (Use Value Tax Assessment Program) with Land Use rates specific to Open Space Use (Golf Course). Exhibit B.

13. The land use parcel involved a property known as the Elizabeth Manor Golf and Country Club and owned by Elizabeth Manor Golf Investors, II, LLC. The property was also known as Tax Map 612, Parcel 0010 of the records of the Real Estate Assessor for the City of Portsmouth, Virginia, and has approximately 140.3 acres.

14. Upon investigation, Dorris determined that the Land Use assessment Program in the City of Portsmouth had not been properly administered, resulting in a loss of revenue to the city because no real estate taxes were collected on the property.

15. A report received from the interim City Assessor, Janey Culpepper, reported that real estate taxes had not been paid on the property since 2003, twenty (20) years ago.

16. The Department of Taxation reviewed the matter and issued an opinion: "the City did not follow the proper valuation and tax levy procedures," Exhibit C.

17. The Golf course (Elizabeth Manor Investors II, LLC.) property was among those that the Department of Taxation's letter addressed for the applicable years.

18. Elizabeth Manor Investors II, LLC. entered and recorded an Open Space Agreement with the City of Portsmouth dated January 1, 2020. Exhibit D.

19. Noted within the recorded instrument, Section C, second paragraph, is "the Owner is willing to make a written recorded commitment to preserve and protect the open-space uses of the Property during the term of this agreement in order for the Property to be taxed on the basis of a use assessment and the Owner has submitted an application for such taxation to the assessing officer of the City pursuant to Section

58.1-3234 of the Code of Virginia, 1950 as amended, and Section 35-102 of the Portsmouth City Code.

20. An annual Revalidation Form for participating in the Land Use program was created by Dorris and was disseminated to the City Council.

21. Only one council member responded with questions.

22. Revalidation has an annual deadline date of November 1 and had to be received from the property owner to continue to be accepted in the Land Use Open Space program.

23. On May 25, 2022, Glover took issue with Dorris assessing Elizabeth Manor Golf Investor II, LLC for taxes. He told Dorris, "pick a side; your four won't be here come November." Glover made this comment after a police officer swearing in ceremony held the day after Angel Jones was fired.

24. Dorris was appointed by the City Council on a vote of 4-3. Glover and Moody did not vote for him.

25. On March 1, 2023, the City Clerk, Debra White called Dorris to schedule a meeting with Glover. Dorris was not privy to anyone else attending the meeting.

26. When Dorris arrived at the meeting, Councilman Moody was present along with Mayor Glover,

27. During the meeting, Glover said that he (Dorris) had the discretion not to tax Elizabeth Manor Investor, II, LLC and that he spoke to people and researched the matter.

28. Councilman Moody shook his head in agreement with Mayor Glover telling

Dorris, he had the discretion not to tax Elizabeth Manor Golf Investors, II, LLC.

29. Dorris explained to Glover and Moody that he had no discretion and was required to follow the law set forth in the state code, however Glover and Moody insisted that he did not have to tax Elizabeth Manor Golf Investors, II, LLC.

30. Both Glover and Moody received campaign contributions of \$6,000 and \$2,000 respectively from the owner of the Elizabeth Manor Golf Investors, II, LLC.

31. On March 9, 2023, Mayor Glover called Dorris and demanded the assessment of River Casino and told him Dorris that he could use building permit values.

32. Dorris emailed Mayor Glover and the other council members and explained that building permit information was unreliable indicators to determine value.

33. The directive by Mayor Glover again was telling Dorris to do something illegal.

34. Understanding that Dorris was not complying with Moody and Glover directives to do unlawful acts, he felt they were going to vote to remove him.

35. Dorris immediately prepared notes contemporaneously of the conversations and meeting with Glover and Moody.

36. Dorris was terminated on March 13, 2023, and was done without cause.

WRONGFUL TERMINATION – RETALIATION FOR REFUSING TO OBEY ILLEGAL DIRECTIVE

37. Plaintiff incorporates the allegations contained in the above paragraphs as if fully set forth herein.
38. Virginia law allows for exceptions to the at-will employment doctrine when an employee is terminated in violation of Virginia Law. *Bowman v. State Bank of Keyesville*, 229 Va. 534 (1985).
39. Unlawful termination on account of race, gender, age, or sex is governed by the Virginia Human Rights Act, Virginia code Section 2.2-3900, et seq. The remainder of wrongful terminations are common law actions. *Mitchem v. Counts*, 259 Va. 179 (2000).
40. Under Virginia common law, termination from at-will employment is tortious and a cause of action for wrongful discharge lies if the plaintiff can identify a public policy that was violated by the termination of their employment. *Sizemore*, 2009 U.S. Dist. LEXIS at \*24.
41. Dorris was the City Assessor for the City of Portsmouth.
42. Dorris was terminated on March 13, 2023, without good cause whatsoever and without misconduct on the part of Dorris as an employee.
43. Dorris was terminated in retaliation for his refusal to commit unlawful directives from Glover and Moody to not tax the Elizabeth Manor Country Club.
44. Virginia law recognizes a common law tort claim of wrongful discharge in violation of established public policy against an individual who was not the plaintiff's

actual employer, such as a supervisor or manager, but who participated in the wrongful firing. *VanBuren v. Grubb* 733 S.E. 2d 919 (Va. 2012).

45. In a wrongful discharge case, the tortious act is not the discharge itself; rather, the discharge becomes tortious by virtue of the wrongful reasons behind it. *Jasper v. Nizam, Inc.*, 764 N.W. 2d. 751, 776 (Iowa 2009) (holding that an individual corporate officer can be held liable for wrongful discharge because the tort, “does not impose liability for discharge from employment, but the wrongful reasons motivating the discharge”); cited in *VanBuren, Id.* at 923.

46. Moody and Glover’s directives to “not assess taxes against Elizabeth Manor and additional statements as detailed above are unlawful, illegal directives to Dorris.

47. Dorris refused to follow Moody and Glover’s “order” because they conflict with Dorris’ sworn duty to uphold the law.

48. Glover and Moody’s actions were improper, and Dorris’ termination was in retaliation for him refusing to obey the illegal order. This was tortious and in violation of the clear public policies of the Commonwealth of Virginia, including, but not limited to, policies embodied in the Code of Virginia and the City’s own regulations and policies.

49. As a city assessor, Dorris has a sworn duty to uphold the laws of the Commonwealth of Virginia. This includes assessing taxes based upon the fair market value and consistent with the City Code and Code of Virginia.

50. Moody and Glover had a duty not to retaliate against Dorris for refusal to follow their illegal and improper orders.



51. Moody and Glover's breach of that duty resulted in Dorris' termination. The retaliatory termination is a proximate cause of Dorris' damages.

52. Dorris has been damaged by Moody's and Glover's actions, including but not limited to the loss of employment. Moody's and Glover's retaliatory termination of Dorris and their illegal and improper orders to Dorris were willful, wanton, and undertaken with actual malice towards Dorris.

53. Due to his termination, Dorris has suffered, and continues to suffer, loss of reputation, humiliation, embarrassment, loss of income, loss of benefits, esteem in the community, emotional hardship, mental anguish, pain, and suffering.

**WHEREFORE**, Plaintiff demands judgment against Defendants for compensatory damages in the amount of Five Million (\$5,000,000.00) Dollars individually and collectively, together with costs incurred in pursuit of a just resolution of this matter, pre-judgment and post judgment interest and attorney fees. Plaintiff further demands punitive damages in the amount of Three Hundred Fifty Thousand (\$350,000.00) Dollars.

**PLAINTIFF DEMANDS A JURY TRIAL ON ALL ISSUES SO TRIABLE.**

Respectfully Submitted,  
PATRICK DORRIS

By: *Wubene M. Aboke*  
Of Counsel

Verbena M. Askew, Esquire, (VSB No. 19511)  
THE VERBENA ASKEW LAW FIRM, P.C.  
2 Eaton Street, Suite 708  
Hampton, Virginia 23669  
(757) 722-4100 Telephone  
(757) 722-1801 Facsimile  
[vaskewlawfirm@verizon.net](mailto:vaskewlawfirm@verizon.net)

*Counsel for Plaintiff*

**EMPLOYMENT AGREEMENT**

This agreement made and entered into as of September 20, 2021, by and between the CITY OF PORTSMOUTH, VIRGINIA, a political subdivision of the Commonwealth of Virginia (the "City") and PATRICK W. DORRIS (the "Employee") provides as follows:

**WITNESSETH**

WHEREAS, the City desires to employ the Employee as its City Assessor; and  
WHEREAS, it is the desire of the City to provide certain benefits, to establish certain conditions of employment, and to establish working conditions for the Employee, for the benefit of the public; and

WHEREAS, pursuant to Section 7.01 of the Portsmouth City Charter, the City Assessor is to be appointed by City Council; and

WHEREAS, City Council has voted to appoint the Employee by motion duly adopted at a regular meeting of City Council on September 14, 2021;

WHEREAS, the Employee desires to accept employment as City Assessor;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**Section 1. Duties**

The City hereby employs the Employee as City Assessor, to perform the functions and duties, and to exercise all rights and powers, as specified in the Portsmouth City Charter, as it may be amended from time to time, and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign. The Employee shall

EXHIBIT A

conduct the Assessor's Office in a professional and ethical way, with assessments to be made consistently with law and the strategic goals set by City Council from time to time.

**Section 2. Term; Residence**

The Employee shall be appointed as City Assessor for an indefinite period beginning September 20, 2021, and shall serve at the pleasure of City Council.

A. If the Employee voluntarily resigns, then he shall give City Council at least sixty days prior written notice. In the event of voluntary resignation, then, unless otherwise expressly agreed by City Council at the time of Council's acceptance of the resignation, Employee shall not receive severance pay other than already accrued annual leave to which Employee may be entitled under the then-effective standard policies and procedures of the City applicable to general employees voluntarily leaving employment.

B. Within six months after the effective date of this Agreement, the Employee will establish *bona fide* residence within the City of Portsmouth as required by Section 2-107(a) of the Portsmouth City Code.

**Section 3. Termination and Severance Pay**

A.1 Termination Without Cause. The City Council shall have the right to terminate this agreement at any time by providing the Employee with written notice setting forth the effective date of termination and paying severance pay, as set forth in Section 3B below.

A.2 Termination by City for Cause. The City Council shall have the right to terminate this Agreement for any of the following causes by giving the Employee written notice setting forth the reason for termination and setting forth the effective date of termination:

- (a) Conviction of a crime or conduct injurious to the City, whether or not in the performance of official duties, and whether or not Employee has commenced actual employment.
- (b) A material breach of responsibilities as City Assessor or the terms of this Agreement.
- (c) Willfully engaging in conduct which is demonstrably injurious to the City, whether monetarily, reputationally, or otherwise.
- (d) Any material action or inaction, or pattern of action or inaction, which is inconsistent with the responsibilities or dignity of the position of City Assessor.

In determining whether the Employee has violated any of the causes in this paragraph, the City shall not act in an arbitrary or capricious manner. The Employee shall have no grievance rights or right of appeal for any termination for cause. In the event of termination for cause, this Agreement shall cease at once and the City shall be under no obligation to the Employee except to pay him for such compensation/benefits as he may be entitled to as of the date of termination. In the event of termination for cause, the Employee shall not receive any severance pay other than already accrued annual leave to which Employee may be entitled under the then-effective standard policies and procedures of the City applicable to terminated employees.

B. In the event of termination of employment by City Council for any reason other than termination for cause, the Employee shall receive severance pay. Severance pay shall consist of an amount equal to six months of salary at the Employee's then-current rate of compensation plus already accrued annual leave (but not exceeding a maximum of 352 hours), paid in one lump sum within thirty days of termination. Other than the said severance pay, the City shall have no other financial obligation to Employee.

C. If City Council at any time during the employment of the Employee: (1) reduces the salary or other financial benefits of the Employee in greater percentage than an applicable across-the-board reduction for all or substantially all City general employees; or (2) if City Council refuses, following written notice, to comply with any provision benefitting the Employee herein, then he may resign on or within three months of the date of such reduction or such refusal. If he so resigns, then his resignation shall be deemed a termination without cause and the provisions of Section 3(B) with regard to severance pay shall apply.

**Section 4. Salary:**

The City shall pay the Employee an initial base salary of \$109,000 per year. The City Council may adjust said base salary and/or other benefits of the Employee from time to time. This adjustment may be done on the basis of performance evaluations of the Employee, as set forth in greater detail in Section 10, below.

**Section 5. Dues and Subscriptions**

The City shall budget and pay the professional dues and subscriptions of the Employee necessary for his continuation and full participation in national, state, and local associations necessary and desirable for continued professional participation, growth, and advancement, and for the good of the City.

**Section 6. Professional Development**

The City shall budget and pay the travel and related expenses of the Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of the Employee and to adequately pursue necessary official and other functions for the City, including, but not limited to, the annual meetings of state and national local government

associations, and such other national, regional, state, and local groups or committees thereof on which he serves as a member.

**Section 7. Annual Leave**

The Employee shall accrue annual leave in the same manner as general employees of the City.

**Section 8. Sick Leave**

The Employee shall accrue sick leave in the same manner as general employees of the City.

**Section 9. Other Benefits**

The Employee shall be eligible to obtain the same benefits provided to general employees of the City.

**Section 10. Performance Evaluation**

City Council will evaluate the performance of the Employee once each year, unless there is cause to conduct more frequent evaluations. These reviews and evaluations shall follow criteria and procedures determined by Council. The parties agree that the primary purpose of each such evaluation is to facilitate open and frank discussion, define roles and expectations, identify performance, strengths, and weaknesses, and to provide an opportunity for Employee to take affirmative action to address weaknesses and areas needing improvement; all for the larger purpose of better serving the City and its citizens.

**Section 11. General Provisions**

A. The text herein shall constitute the entire agreement between the parties. It supersedes and replaces any possible prior oral promises, representations, or agreements between the parties.

B. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of the Agreement or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

C. The singular shall include the plural, and vice versa, unless the context clearly indicates otherwise.

D. This is a Virginia agreement, to be interpreted, applied, and construed according to the laws of the Commonwealth of Virginia.

(Signatures on the Following Page)



IN WITNESS WHEREOF, the City of Portsmouth, Virginia has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by the City Clerk, and approved as to form and legality by the Interim City Attorney, and the Employee has signed and executed this Agreement, effective September 20, 2021.

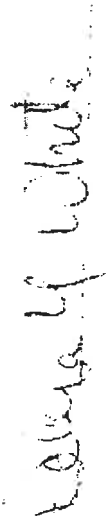


Patrick W. Dorris, Employee



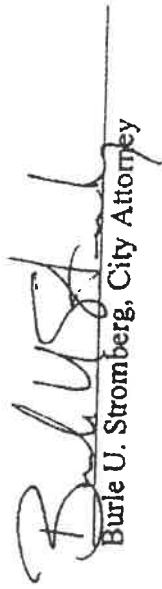
The Honorable Shannon E. Glover, Mayor

ATTEST:



Debra Y. White, City Clerk

APPROVED AS TO FORM AND LEGALITY:



Burle U. Stromberg, City Attorney

**STATE LAND EVALUATION ADVISORY COUNCIL  
2020 SUGGESTED DOLLAR PER ACRE ASSESSMENT RANGES  
FOR QUALIFYING OPEN SPACE LAND  
UNDER THE USE VALUE TAX ASSESSMENT PROGRAM**

To qualify for the open-space class, the land at issue must have an identifiable public interest in accordance with the definition contained in §58.1-3230 of the Code of Virginia, and in accordance with the Standards for Classification of Real Estate as Devoted to Open Space Use Under the Virginia Land Use Assessment Law published in the Manual of the State Land Evaluation Advisory Council. The Standards may be found on-line under the address: "leg1.state.va.us," then select: "Virginia Administrative Code," then "Table of Contents," then "Title 4, Conservation and Natural Resources," then "Agency 5, Department of Conservation and Recreation," and finally "Chapter 20, Standards for Classification..." The Chapter 20 background language and each individual regulatory section must be accessed separately or an electronic report of the entire regulation can be created and emailed to an email address. For further information on the SLEAC Manual and related materials go on-line to: [usevalue.agecon.vt.edu](http://usevalue.agecon.vt.edu).

For land to be eligible for taxation in accordance with the open-space class, the owner of any tax parcel at issue must file an application for the parcel to be taxed at open-space class values, and the chief local assessing officer must approve the application by signing the same.

When valuing land for open-space use, if there is no identifiable market for such land because it is not in use as a golf course, swim club or racket club, then either:

- a) value the land the same as **productive** land in agricultural, horticultural, or forest use, as the case dictates (examples include lands that are suitable for agricultural, horticultural, or forest use, regardless of whether production history, production standards, or forest stocking standards are met); or,
- b) value the land as **unproductive** land in agricultural, horticultural, or forestal use, as the case dictates (examples include areas provided for the conservation of land or other natural resources, floodways and those lands which are officially planned or approved by the local governing body to be left in a relatively natural and undeveloped state, such as stream valleys, mountaintops, and mountainsides).

For properties subject to a perpetual easement under the Virginia Conservation Easement Act or the Open-Space Land Act, see §10.1-1011 of the Code of Virginia, and the Attorney General's Opinion of November 19, 1993, to the Honorable Joyce L. Clark, Commissioner of the Revenue for Orange County, Virginia.

CITY	GOLF COURSE	SWIM AND RACKET CLUBS
City of Alexandria	13,900-21,400	18,500-28,500
City of Buena Vista	2,000-4,000	4,000-6,000
City of Chesapeake	1,500-2,000	1,500-2,000
City of Fredericksburg	1,200-1,700	2,000-4,000
City of Harrisonburg	1,000-1,500	2,000-4,000
City of Lynchburg	2,000-4,000	4,000-6,000
City of Petersburg	900-1,400	2,000-4,000
City of Portsmouth	1,500-2,000	2,000-4,000
City of Radford	1,500-2,000	1,500-2,000
City of Virginia Beach	1,500-2,000	3,000-5,000

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City of Chesapeake	1,500-2,000	1,500-2,000
City of Fredericksburg	1,200-1,700	2,000-4,000
City of Harrisonburg	1,000-1,500	2,000-4,000
City of Lynchburg	2,000-4,000	4,000-6,000
City of Petersburg	900-1,400	2,000-4,000
City of Portsmouth	1,500-2,000	2,000-4,000
City of Radford	1,500-2,000	1,500-2,000
City of Virginia Beach	1,500-2,000	3,000-5,000

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COUNTY	GOLF COURSE	SWIM AND RACKET CLUBS
Albemarle County	1,500-2,000	3,000-5,000
Alleghany County	1,500-2,000	3,000-5,000
Amelia County	1,100-1,600	3,000-5,000
Amherst County	1,500-2,000	3,000-5,000
Augusta County	1,500-2,000	3,000-5,000
Botetourt County	1,500-2,000	3,000-5,000
Campbell County	1,200-1,700	2,000-4,000
Caroline County	1,000-1,600	2,000-4,000
Chesterfield County	1,500-2,000	3,000-5,000
Clarke County	900-1,400	2,000-4,000
Cumberland County	1,500-2,000	2,000-4,000
Essex County	1,000-1,500	3,000-5,000
Fauquier County	1,100-1,600	2,000-4,000
Fluvanna County	700-1,200	3,000-5,000
Franklin County	1,200-1,700	1,500-3,500
Frederick County	1,000-1,500	2,000-4,000
Giles County	900-1,400	2,000-4,000
Greene County	900-1,400	2,000-4,000
Hanover County	1,500-2,000	2,000-4,000
Henrico County	1,500-2,000	2,000-4,000
King George County	1,000-1,500	3,000-5,000
King William County	700-1,200	3,000-5,000
Loudoun County	1,200-1,700	1,500-3,500
Louisa County	700-1,200	3,000-5,000
Madison County	1,000-1,500	1,500-3,500
Middlesex County	1,000-1,500	3,000-4,000
New Kent County	900-1,400	3,000-4,000
Northumberland County	700-1,200	2,000-4,000
Nottoway County	700-1,200	1,500-3,500
Page County	900-1,400	1,500-3,500
Pittsylvania County	1,200-1,700	2,000-4,000
Powhatan County	1,500-2,000	2,000-4,000
Prince George County	900-1,400	3,000-5,000
Prince William County	1,500-2,000	2,000-4,000
Richmond County	700-1,200	4,500-6,000
Roanoke County	1,500-2,000	1,500-3,500
Rockbridge County	1,500-2,000	3,000-5,000
Rockingham County	1,500-2,000	3,000-5,000
Shenandoah County	1,500-2,000	3,000-5,000
Smyth County	1,000-1,500	2,000-4,000
Southampton County	900-1,400	2,000-4,000
Spotsylvania County	900-1,400	2,000-4,000
Tazewell County	1,000-1,500	2,000-4,000
Warren County	900-1,400	3,000-5,000
Washington County	900-1,400	2,000-4,000
Westmoreland County	1,200-1,700	2,000-4,000
	700-1200	1,500-3,500

**STATE LAND EVALUATION ADVISORY COUNCIL  
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UNDER THE USE VALUE TAX ASSESSMENT PROGRAM**

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City of Virginia Beach	1,500-2,000	3,000-5,000

STATE LAND EVALUATION ADVISORY COUNCIL  
 2022 SUGGESTED DOLLAR PER ACRE ASSESSMENT  
 RANGES FOR QUALIFYING OPEN SPACE LAND  
 UNDER THE USE VALUE TAX ASSESSMENT PROGRAM

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**STATE LAND EVALUATION ADVISORY COUNCIL  
2023 SUGGESTED DOLLAR PER ACRE ASSESSMENT RANGES  
FOR QUALIFYING OPEN SPACE LAND  
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**STATE LAND EVALUATION ADVISORY COUNCIL  
2024 SUGGESTED DOLLAR PER ACRE ASSESSMENT RANGES  
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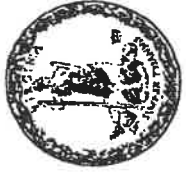
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# COMMONWEALTH of VIRGINIA

*Department of Taxation*

*Property Tax Section*

*P.O. Box 2475*

*Richmond, Virginia 23219*

August 31, 2023

Dr. Mark Whitaker  
Councilman, City of Portsmouth  
P.O. Box 820  
Portsmouth, VA 23705

Dear Dr. Whitaker:

Per your request, I have reviewed the real property assessment and subsequent tax calculation of the Elizabeth Manor Golf and Country Club (City of Portsmouth TMP: 0612-0010) based on the documentation that you provided. Below is a summary of my conclusions.

## **BACKGROUND**

The Elizabeth Manor Golf and Country Club is a private club located within the City of Portsmouth. At some point, the City determined that it was in the public interest that the subject property be preserved and entered into an Open Space Use agreement with the property owner.

I reviewed copies of recorded open-space agreements you provided dated July 22, 1996; July 1, 2002; September 1, 2009; and January 6, 2020. However, it is my understanding that the City and property owner originally recorded an Open Space agreement in 1979. All the agreements that I reviewed generally include the same terms:

- The City deemed that it was in the public interest that the property should be preserved for open-space use and meet the definitions of such as prescribed in Article 4 of the Code of Virginia (§ 58.1-3230) and the uniform standards prescribed by the Director of the Department of Conservation and Recreation pursuant to the authority set out in § 58.1-3240.
- The provisions of the agreements meet the requirements and standards prescribed under § 58.1-3233 for Open Space classification.
- The City is willing to extend the tax for the property based on Use Value Assessment.

EXHIBIT C

Article 4, § 58.1-3233 requires that the local assessing official determine that the subject property meets the criteria set forth in § 58.1-3230 prior to extending Use Value to the subject property. The Portsmouth City Code § 35-62 defines the assessing official, for the purposes of performing a general reassessment of real property, be the Real Estate Assessor appointed by City Council.

Article 4, § 58.1-3231, requires a locality to adopt an ordinance to provide for the use value assessment and taxation. The Portsmouth City Code sections §§ 35-101 through 35-105 meet this requirement.

I also reviewed the following additional documents you provided:

- An undated informal report that included a summary of the property and background information regarding taxable status; calculated taxes since 2003; and two letters from staff and a previous City Assessor to the property owner.
- An undated memo from the City Attorney's office regarding the Legality of the Open Space Agreement.
- A Deed of Bargain and Sale and Assumption dated December 20, 2019, transferring ownership of the subject property.
- Land Use Applications (Forms LU-1) from tax years 1978-79 through 2007-08.
- Four recorded Open Space Agreements (referenced above).

The Virginia Constitution, Article X, Section 2 provides that the General Assembly may define and classify real estate devoted to agricultural, horticultural, forest, or open space uses, and may by general law authorize any county, city, town, or regional government to allow deferral of, or relief from, portions of taxes otherwise payable on such real estate.

The General Assembly has adopted Chapter 32 of Title 58.1, Article 4 of the Code of Virginia that provides for the deferral of real estate taxes on property that meet certain agricultural, horticultural, forestry, or open space criteria. Article 4, § 58.1-3233 of the Code of Virginia provides the qualifying standards for Open Space use and the requirements should be strictly interpreted.

Eligible land is valued and taxed based on its use versus being valued and taxed at fair market value. The deferred tax is the difference between the annual value/tax based on fair market value and the annual value/tax based on the use value.

The deferral of taxes continues as long as the qualified use continues. If the owner changes to a non-qualifying use, rezones to a more intensive use, or divides the subject property into a subdivision of lots, the locality may levy rollback taxes to recapture deferred taxes. The calculation of rollback taxes is the difference between land use value and fair market value for the current year, as well as the previous five tax years. Deferred taxes beyond the current tax year plus the previous five tax years are relieved.

This response will only address the factual data provided to me. The knowledge and intent of the parties who managed the use value program and calculated the taxable value and the taxes levied to the property owner is outside the scope of Virginia Tax's review.

## FINDINGS

The current and previous Open Space agreements provided to me meet the requirements promulgated in Article 4 of the Code of Virginia to qualify the subject property for Use Value Assessment. Additionally, the City properly enacted a local use value ordinance as required by § 58.1-3231. An undated Memorandum from the City Attorney to the City Council regarding the Legality of the Open Space Agreement that was provided to me fully outlines the Constitutional and statutory authority the City followed in this process.

Upon application, and subsequent revalidation as may be required locally, the subject property would qualify for Use Value assessment unless the Real Estate Assessor determined otherwise. § 58.1-3236 of the Code of Virginia requires the Assessor to determine the taxable value by considering only those indicia of value applicable to the qualifying use of the subject property. The Assessor must also value the subject property at fair market value using the same methods and rates as applied to other similar real estate in the taxing jurisdiction. The land book shall show both the use value and fair market value.

The process for valuation and taxation of a property that qualifies for the Use Value program follows:

1. The Assessor confirms the subject property meets the qualifying standards promulgated within the Code of Virginia and the requirements adopted by the locality.
2. The Assessor values the subject property at its fair market value.
3. The Assessor values the portion(s) of the subject property that meet the qualifying use standards with the appropriate locally adopted use value unit rate(s).
4. The Assessor calculates the taxable value and deferred value.
5. The Commissioner of the Revenue or Director of Finance applies the real estate tax rate adopted by the governing body to the taxable use value to determine the appropriate tax levy.

Pursuant to the authority found in § 58.1-3237, a locality may recapture deferred taxes for the current tax year plus the five previous tax years through a rollback if the subject property changes from a qualifying to a non-qualifying use. § 58.1-3236 (D) requires that both the fair market and use values be included on the land book.

Chapter 32 of Title 58.1, Article 4 of the Code of Virginia provides for tax deferral of certain properties based upon the subject property meeting specific qualifying standards. However, this program does not provide for a tax exemption. As summarized earlier, the deferral of taxes remains as long as the qualifying use continues. Relief of previously deferred taxes only occurs after the current tax year plus the previous five tax years.

The following chart was included in the documents provided to me:

<u>OPEN SPACE MAP-PARCEL 0612-0010</u>				
<u>YEAR</u>	<u>TAXES</u>	<u>RATE</u>	<u>ABATED TAXES</u>	<u>EST. MARKET VALUE</u>
2003	\$58,454.56	\$1.42	\$58,454.56	\$5,025,430
2004	84,470.04	1.42	84,470.04	5,446,330
2005	91,747.28	1.45	91,747.28	5,839,170
2006	112,718.00	1.44	112,718.00	7,265,170
2007	119,093.56	1.36	119,093.56	8,127,320
2008	130,553.40	1.26	130,553.40	9,118,670
2009	133,790.28	1.21	133,790.28	9,118,670
2010	133,790.28	1.24	133,790.28	9,118,670
2011	137,027.12	1.24	137,027.12	9,118,670
2012	136,620.24	1.24	136,620.24	9,118,670
2013	136,620.24	1.27	136,620.24	9,118,670
2014	136,620.24	1.27	136,620.24	9,118,670
2015	139,847.48	1.27	139,847.48	9,118,670
2016	139,847.48	1.30	139,847.48	9,118,670
2017	139,847.48	1.30	139,847.48	9,118,670
2018	-0-	1.30	-0-	9,118,670
2019	-0-	1.30	-0-	9,118,670
2020	-0-	1.30	-0-	10,638,830
2021	-0-	1.30	-0-	10,638,830
2022/	3,647.80	1.30	-0-	10,638,830
2023				

This chart appears to include the Fair Market Value, the calculated Fair Market Tax levy using the adopted real estate tax rate for tax years 2003 through 2017. The fourth column is labeled "ABATED TAXES." It appears by this chart that the entire tax levy was abated and no taxes were charged to the property owner. Additionally, the same chart shows that \$0 taxes were levied for years 2018 through 2021.

In both scenarios - abating all taxes levied or not charging taxes to a property qualified for a locally adopted Use Value program - the City did not follow the proper valuation and tax levy procedures outlined in Chapter 32 of Title 58.1, Article 4 of the Code of Virginia. The property in question was subject to real property taxes in those years.

Additionally, two letters to the property owner were included in the information provided to me. The first, dated June 25, 2007, from the Assistant City Assessor, states that "[i]t is vital that we receive this (application) from you to retain the *tax-exempt status* of the Land Use only" (emphasis added). The second, dated August 6, 2019, from the City Assessor states "[a]s such, the land on which the golf course lies is *exempt from taxation*" (emphasis added). In both cases, the taxable status of the subject property

appears to have been improperly classified by the City as "exempt." As summarized earlier, the subject property was subject to taxation pursuant to Chapter 32 of Title 58.1, Article 4 of the Code of Virginia.

Please note, I did not receive copies of the official land books for the tax years in question, nor did I receive any billing or collection information. This review is based solely on the information provided to me by Dr. Mark Whitaker, Councilman for the City of Portsmouth.

#### **SUMMARY OF CONCLUSIONS**

- Based on the information provided to me, the City appears to have improperly classified the portion of the Elizabeth Manor Golf and Country Club (City of Portsmouth TMP: 0612-0010) as "exempt" from local taxation based on the Open Space Agreements referenced herein.
- The City should have levied real property taxes on the subject property based upon its use value pursuant to Chapter 32 of Title 58.1, Article 4 of the Code of Virginia, and the Open Space Agreements referenced herein.

#### **ADVISORY COMMENT**

This advisory opinion is based on the fact presented. Any changes or the introduction of new fact may lead to a different conclusion.

Please be advised that the **Code of Virginia** limits the involvement of the Department of Taxation to promulgating guidelines and issuing advisory opinions. Article X, Section 4 of the Virginia Constitution cedes property taxation to localities. The Department of Taxation shall not be required to interpret any local ordinance.

While addressing the questions raised, this response is intended to provide advisory guidance only and does not constitute a formal or binding ruling.

If you have any questions pertaining to this matter, please do not hesitate to contact me at [roderick.compton@tax.virginia.gov](mailto:roderick.compton@tax.virginia.gov) or (804) 371-0856.

Sincerely,



Roderick M. Compton  
Assistant Commissioner,  
General Legal and Technical Services

**OPEN-SPACE USE AGREEMENT**

This OPEN-SPACE USE AGREEMENT ("Agreement"), to be effective the 6th day of January, 2020, is made by and between **ELIZABETH MANOR GOLF INVESTORS II, LLC**, a Virginia limited liability company, hereafter called "Owner", and the **CITY OF PORTSMOUTH, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, hereinafter called the "City".

**RECITALS:**

WHEREAS, the Owner is the owner of certain real estate, hereinafter called the "Property"; and described as:

Tax Map 612, Parcel 0010 of the records of the Real Estate Assessor for the City of Portsmouth, Virginia, and containing approximately 140.3 acres.

and;

WHEREAS, the City is the local governing body having real estate tax jurisdiction over the Property; and

WHEREAS, the City has determined:

A. That it is in the public interest that the Property should be provided or preserved for the following uses: recreational purposes.

B. That the Property meets the applicable criteria for real estate devoted to open-space use as prescribed in Article 4 (§§8.1-3229 et seq.) of Chapter 32 of Title 58.1 of the 1950 Code of Virginia, as amended, and the standards for classifying such real estate prescribed by the Director of the Virginia Department of Conservation and Historic Resources; and

C. That the provisions of this Agreement meet the requirements and recorded commitments by Landowners not to change an open-space use to a non-qualifying use; and

WHEREAS, the Owner is willing to make a written recorded commitment to preserve and protect the open-space uses of the Property during the term of this Agreement in order for the Property to be taxed on the basis of a use assessment and the Owner has submitted an application for such taxation to the assessing officer of the City pursuant to §58.1-3234 of the 1950 Code of Virginia, as amended, and §35-102 of the Portsmouth City Code; and

WHEREAS, the City is willing to extend the tax for the Property on the basis of a use assessment commencing with the next succeeding tax year and continuing for the term of this Agreement, in consideration of the Owner's commitment to preserve and protect the open-space uses of the property, and on the condition that the Owner's application is satisfactory and that all other requirements of Article 4, Chapter 32, Title 58.1 of the 1950 Code of Virginia, as amended, and §§35-102 and 35-103 of the Portsmouth City Code are complied with.

EXHIBIT D



NOW THEREFORE, in consideration of the recitals and the mutual benefits, covenants and terms herein contained the parties hereby covenant and agree as follows:

1. This Agreement shall apply to all of the following described real estate:  
Tax Map 612 parcel 0010 of the records of the Real Estate Assessor for the City of Portsmouth, Virginia, and containing approximately 140.3 acres.

2. The owner agrees that during the term of this Agreement:

A. There shall be no change in the use or uses of the Property that exist as of the date of this Agreement to any use that would not qualify as an open-space use.

B. There shall be no display of billboards, signs or other advertisements on the property, except to (i) state solely the name of the Owner and the address of the Property; (ii) advertise the sale or lease of the property; (iii) advertise the sale of goods or services produced pursuant to the permitted use of the Property; or (iv) provide warnings. No sign shall exceed four feet by four feet.

C. There shall be no construction, placement or maintenance of any structure on the Property unless such structure is either:

(i) on the Property as of the date of this Agreement; or  
(ii) related to and compatible with the open-space uses of the Property which this Agreement is intended to protect or provide for.

D. There shall be no accumulations of trash, garbage, ashes, waste, junk, abandoned property or other unsightly or offensive material on the Property.

E. There shall be no filling, excavating, mining, drilling, removal of topsoil, sand, gravel, rock, minerals or other materials which alters the topography of the Property, except as required in the construction of permissible building, structures and features under this Agreement.

F. There shall be no construction or placement of fences, screens, hedges, walls or other similar barriers which materially obstruct the public's view of scenic areas of the Property.

G. There shall be no removal or destruction of trees, shrubs, plants and other vegetation, except that the Owner may:

(i) engage in agricultural, horticultural or silvicultural activities, provided that there shall be no cutting of trees other than selective cutting and salvage of dead or dying trees, within 100 feet of a scenic river, a scenic highway, a Virginia Byway or public property listed in the approved State Comprehensive Outdoor Recreation Plan (Virginia outdoors Plan); and

(ii) remove vegetation which constitutes a safety, a health or an ecological hazard.

- H. There shall be no alteration or manipulation of natural water courses, shores, marshes, swamps, wetlands, or other waterbodies nor any activities or uses which adversely affect water quality, level or flow.
- I. On areas of the Property that are being provided or preserved for conservation of land, flood ways or other natural resources or that are to be left in a relatively natural or undeveloped state, there shall be no operation of dune buggies, all-terrain vehicles, motorcycles, motorbikes, snowmobiles or other motor vehicles, except to the extent necessary to inspect, protect or preserve the area.
- J. There shall be no industrial or commercial activities conducted on the Property, except for the continuation of agricultural, horticultural or silvicultural activities, or activities that are conducted in a residence or an association outbuilding such as a garage, smokehouse, small shop or similar structure which is permitted on the property.
- K. There shall be no separation or split-off of lots, piccos or parcels from the Property. The property may be sold or transferred during the term of this Agreement only as the same entire parcel that is the subject of this Agreement; provided, however, that the Owner may grant a public body or bodies open-space, conservation or historic preservation easements which apply to all or part of the Property.
3. This Agreement shall be effective upon acceptance by the City and shall remain in effect for a term of ten (10) years; provided, however that the real estate tax for the Property shall not be extended on the basis of its use until the next succeeding tax year following timely application by the Owner for use assessment and taxation in accordance with §35-105 of the Portsmouth City Code.
4. Nothing contained here in shall be construed as giving to the public a right to enter upon or to use the Property or any portion thereof, except as the Owner may otherwise allow, consistent with the provisions of this Agreement.
5. The City shall have the right at all reasonable times to enter the Property to determine whether the Owner is complying with the provisions of this Agreement.
6. Nothing in this Agreement shall be construed to create in the public or any member thereof a right to maintain a suit for any damages against the Owner for any violation of this Agreement.
7. Nothing in the Agreement shall be construed to the permit the Owner to conduct any activity or to build or maintain any activity or to build or maintain any improvement which is otherwise prohibited by law.
8. If any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby.
9. The provisions of this Agreement shall run with the land and be binding upon the parties, their successors, assigns, personal representatives, and heirs.
10. Words of one gender used herein shall include the other gender, and words in the singular shall include words in the plural, whenever the sense requires.
11. This Agreement may be terminated in the manner provided in §15.1-1513 of the 1950 Code of Virginia, as amended, for withdrawal of land from an agricultural

and forestal district.

12. Upon termination of this Agreement, the Property shall thereafter be assessed and taxed at its fair market value, regardless of its actual use, unless the City determines otherwise in accordance with applicable law.
13. Upon execution of this Agreement, it shall be recorded with the record of land titles in the Clerk's Office of the Circuit Court of the City of Portsmouth, Virginia, at the Owner's expense.
14. Nothing in this Agreement shall be construed as waiving or modifying any requirements of the Chesapeake Bay Act, stormwater management, or floodplain management laws or regulations.
15. **NOTICE: WHEN THE OPEN-SPACE USE OR USES BY WHICH THE PROPERTY QUALIFIED FOR ASSESSMENT AND TAXATION ON THE BASIS OF USE CHANGES TO A NON-QUALIFYING USE OR USES, OR WHEN THE ZONING FOR THE PROPERTY CHANGES TO A MORE INTENSIVE USE AT THE REQUEST OF THE OWNER, THE PROPERTY, OR SUCH PORTION OF THE PROPERTY WHICH NO LONGER QUALIFIES, SHALL BE SUBJECT TO ROLL-BACK TAXES IN ACCORDANCE WITH §§8.1-3237 OF THE 1950 CODE OF VIRGINIA, AS AMENDED. THE OWNER SHALL BE SUBJECT TO ALL OBLIGATIONS AND LIABILITIES OF SAID CODE SECTION.**

*(The remainder of this page has been intentionally left blank.)*

CITY OF PORTSMOUTH

By [Signature] (SEAL)  
City Manager

ELIZABETH MANOR GOLF INVESTORS II,  
LLC, a Virginia limited liability company

By: Schaubach Rentals, L.L.L.P., a Virginia  
limited liability limited partnership, Member

By D.C. Schaubach (SEAL)  
Dwight C. Schaubach,  
General Partner

STATE OF VIRGINIA,  
CITY OF PORTSMOUTH, to-wit:

I, Rosylen Deasy, a Notary Public in and for the State and  
City aforesaid, do hereby certify that D.C. Schaubach, City Manager for the City  
of Portsmouth, whose name, as such, is signed to the foregoing writing, bearing date on this 18  
day of March, 2020, has acknowledged the same before me in my City and State aforesaid.

GIVEN under my hand this 18 day of March, 2020.

[Signature]  
Notary Public

My commission expires on: 03/31/2023  
Notary Identification No. 103104



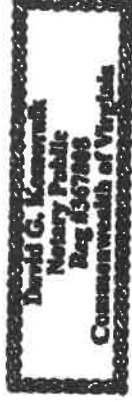
STATE OF VIRGINIA,  
COUNTY OF ISLE OF WIGHT, to-wit:

I, DAVID S. KOMORNIK, a Notary Public in and for the State and  
City aforesaid, do hereby certify that Dwight C. Schaubach, General Partner of Schaubach  
Rentals, L.L.L.P., a Virginia limited liability limited partnership, Member of Elizabeth Manor  
Golf Investors II, LLC, a Virginia limited liability company, whose name, as such, is signed to  
the foregoing writing, bearing date on this 10<sup>th</sup> day of JANUARY, 2020, has acknowledged the  
same before me in my City and State aforesaid.

GIVEN under my hand this 10<sup>th</sup> day of JANUARY, 2020.

[Signature]  
Notary Public

My commission expires on: 09/30/2021  
Notary Identification No. 367801



INSTRUMENT 202004215  
RECORDED IN THE CLERK'S OFFICE OF  
PORTSMOUTH CIRCUIT COURT ON  
APRIL 23, 2020 AT 11:21 AM  
CYNTHIA P. MORRISON, CLERK  
RECORDED BY: ARP



VERBENA ASKEW  
— LAW FIRM —

April 12, 2024

The Honorable Cynthia P. Morrison, Clerk  
Portsmouth Circuit Court  
1345 Court Street  
Suite 101  
Portsmouth, Virginia 23705-1217

2024 APR 12 PM 3:02  
CYNTHIA P. MORRIS ON  
CIRCUIT COURT CLERK

**RE: PATRICK W. DORRIS v. SHANNON E. GLOVER AND WILLIAM E. MOODY**  
**Case No.: U2400144900**

Dear Mrs. Morrison:

Please find enclosed one original and two copies of a Complaint. Please prepare the two copies for service and place in Hester Services box. I am also enclosing a check in the amount of \$354.00 for the filing fee.

Should you have any questions, please feel free to contact me.

Sincerely,  
THE VERBENA ASKEW LAW FIRM, P.C.

*Verbena M. Askew*  
Verbena M. Askew

Enclosure

2 Lorton Street Drive, Suite 708 | Hampton, VA 23669  
(757) 722-4100 | [vaskewlawfirm@verizon.net](mailto:vaskewlawfirm@verizon.net)

Visit us online at [www.verbenaaskew.com](http://www.verbenaaskew.com)

COVER SHEET FOR FILING CIVIL ACTIONS

COMMONWEALTH OF VIRGINIA

Case No. CL2400144900

(CLERK'S OFFICE USE ONLY)

PORTSMOUTH

PLAINTIFF(S)  
PATRICK W. DORRIS

DEFENDANT(S)  
HANNON E. GLOVER AND COUNCILMAN WILLIAM

Circuit Court

I, the undersigned  plaintiff  defendant  attorney for  plaintiff  defendant hereby notify the Clerk of Court that I am filing the following civil action. (Please indicate by checking box that most closely identifies the claim being asserted or relief sought.)

GENERAL CIVIL

- Subsequent Actions
 Claim Impeding Third Party Defendant
 Monetary Damages
 No Monetary Damages
 Counterclaim
 Monetary Damages
 No Monetary Damages
 Cross Claim
 Interpleader
 Reinstatement (other than divorce or driving privileges)
 Removal of Case to Federal Court

Business & Contract

- Attachment
 Confessed Judgment
 Contract Action
 Contract Specific Performance
 Detinue
 Garnishment
 Property
 Annexation
 Condemnation
 Ejectment
 Encumber/Sell Real Estate
 Enforce Vendor's Lien
 Escheatment
 Establish Boundaries
 Landlord/Tenant
 Unlawful Detainer
 Mechanics Lien
 Partition
 Quiet Title
 Termination of Mineral Rights

Tort

- Asbestos Litigation
 Compromise Settlement
 Intentional Tort
 Medical Malpractice
 Motor Vehicle Tort
 Product Liability
 Wrongful Death
 Other General Tort Liability

WRITS

- Certiorari
 Habeas Corpus
 Mandamus
 Prohibition
 Quo Warranto

DOMESTIC/FAMILY

- Adoption
 Adoption - Foreign
 Adult Protection
 Annulment
 Annulment - Counterclaim/Responsive Pleading
 Child Abuse and Neglect - Unfounded Complaint
 Civil Contempt
 Divorce (select one)
 Complaint - Contested\*
 Complaint - Uncontested\*
 Counterclaim/Responsive Pleading
 Reinstatement - Custody/Visitation/Support/Equitable Distribution
 Separate Maintenance
 Separate Maintenance Counterclaim

MISCELLANEOUS

- Amend Birth/Death Certificate
 Appointment (select one)
 Church Trustee
 Conservator of Peace
 Marriage Celebrant
 Approval of Transfer of Structured Settlement
 Bond Forfeiture Appeal
 Declaratory Judgment
 Declare Death
 Driving Privileges (select one)
 Reinstatement pursuant to § 46.2-427
 Restoration - Habitual Offender or 3rd Offense

- Expungement
 Firearms Rights - Restoration
 Forfeiture of Property or Money
 Freedom of Information
 Injunction
 Interdiction
 Interrogatory
 Judgment Lien-Bill to Enforce
 Law Enforcement/Public Official Petition
 Name Change
 Referendum Elections
 Sever Order
 Taxes (select one)
 Correct Erroneous State/local
 Delinquent
 Vehicle Confiscation
 Voting Rights - Restoration
 Other (please specify)

Damages in the amount of \$ 5350000 are claimed.

April 12, 2024 DATE

Verbena M. Askew PRINT NAME

2 Falcon Street, Suite 708 ADDRESS/TELEPHONE NUMBER OF SIGNATOR

Hampton, Virginia 23669

vaskevwlawfirm@verizon.net EMAIL ADDRESS OF SIGNATOR (OPTIONAL)

FORM CC-1416 (MASTER) PAGE ONE 02/23

PLAINTIFF  DEFENDANT  ATTORNEY FOR  PLAINTIFF  DEFENDANT

\*\*"Contested" divorce means any of the following matters are in dispute: grounds of divorce, spousal support and maintenance, child custody and/or visitation, child support, property distribution or debt allocation. An "Uncontested" divorce is filed on no fault grounds and none of the above issues are in dispute.

2024 APR 12 PM 4:02